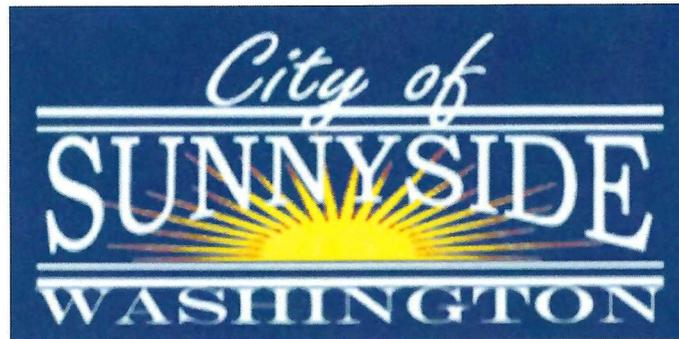


**ORIGINAL**

# **Labor Agreement**

*By and Between the*

**City of Sunnyside, Washington**



**And**

**Teamsters Local Union 760**

*Teamsters Food Processing, Public Employees, Warehousemen and Helpers*



***Representing the Correctional Officers, Dispatchers, Clerical Support Staff and  
Technical Support Staff of the Sunnyside Police Department***

**January 1, 2023 through December 31, 2025**

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**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 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 day's notification of any change in the dues structure and/or the initiation fee structure.
  - 3.2.1 The Union and the employee may enter into an agreement to provide for a reimbursement of the costs incurred, should the employee request the Union's assistance in pursuing a grievance or arbitration on the employee's behalf.
- 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 into 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 the employee, the Employer agrees to deduct from that employee's pay, the Union's applicable fees, 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 an alphabetized list showing names and amounts deducted from each employee.

3.5 Hold Harmless The Union shall indemnify and hold 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 Employer does not waive any of 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 include but not limited to:

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.

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. Allegations of misconduct require immediate investigation by superior officers who have been authorized to make such investigations by the Chief of Police.
- 5.2.1 The employer agrees that a timely, fair, and objective investigative process is important to the effective and efficient operation of the police department. The employer agrees to provide a written notice of investigation to the employee within fifteen (15) calendar days of the employer becoming aware of the allegation. The date of the written notice constitutes the start date of the investigation.
- 5.2.2 The employer shall complete investigations within ninety (90) calendar days, by which time the employer shall provide the employee written notice of their findings. If any findings are determined to be grounds for discipline, the employer will follow all requirements listed in Article 21.3.1.
- 5.2.3 The employer may extend the investigation deadlines in 5.2.2 due to reasonable circumstances beyond the control of the employer, including but not limited to:
1. Complexity of the investigation, including emergent criminal allegations
  2. Scheduled and non-scheduled leave of investigation participants
  3. Unavailability of witnesses after reasonable effort to locate
  4. Undue delays in transcription of interview recordings
  5. Declared emergencies
- 5.2.4 Such investigations shall be conducted under the following general guidelines:
- (a) Investigation of Allegations. When it is determined that an investigation must take place, the employer must provide a report to the employee and the union which shall include the name of the complainant, if known, and the nature of the allegation. The employee shall not thereafter contact the complainants 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/her 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/she shall not participate except to advise the employee of his/her rights. This shall include the right of the employee's representative to ask for breaks and to counsel the employee.
- (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/her 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 two (2) 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 twelve (12) months, unless mutually agreed between the parties to further extend an appointment. The Employer shall notify the Union in writing each time it hires or reappoints a temporary employee for a new four (4) month period. 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 ensure 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.

## **ARTICLE 7 – SENIORITY, LAYOFF, AND ADVANCEMENT**

- 7.1 Seniority Established. An employee shall establish seniority when they become 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, they 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 of 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.
  - 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/her 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 workdays 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 21.
- 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**

- 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.

## **ARTICLE 9 – SICK LEAVE**

### **9.1 Sick Leave - Definition - Accrual**

- 9.1.1 It is understood that sick leave usage will be consistent with RCW 49.46.210 or as hereafter amended. A doctor's certificate may be required by the Chief of Police after the employee has been absent from work for more than three (3) consecutive days.

9.1.2 Regular employees shall accumulate sick leave on the basis of 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, sick leave for eleven (11) hour shift employees (Section 14.1.1(c) and 14.1.2(c) shifts) will be eleven (11) hours per month, and sick leave for twelve (12) hour shift employees (Section 14.1.1(d) and 14.1.2(d) 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 Temporary employee(s) shall be eligible for sick leave and shall earn one (1) hour for every forty (40) hours of work, or as required by law. A maximum of forty (40) hours may be carried from one calendar year to the next by a Temporary employee. No cash out of sick leave shall be granted a temporary employee.

## 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 or when exposure to contagious diseases where the presence of the employee at their post or duty will jeopardize the health of others. Notification of absence on account of illness shall be provided to the employer prior to leave in cases of anticipatable use of sick leave or at a minimum on the first (1st) day of absence. Failure to notify the employer prior to leave 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.

9.2.2 State Paid Sick Leave Law - Employer agrees to comply with RCW 49.46.210.

9.2.3 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.

### 9.2.4 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. Bereavement Leave. When a regular full-time or regular part-time employee is absent from work due to the death of a member of his immediate family, such employee may be granted up to five (5) consecutive working days off, with approval of his Department Supervisor. Immediate family shall include the spouse, parent, child, brother, sister, in-law's, grandparents, grandchildren, and all applicable "step" family members as listed. For extended family including aunts, uncles, and cousins, employees may be granted up to three (3) working days off. Employees may be granted one (1) day off for the death of close friends or other acquaintances upon approval of the Chief of Police. Additional time off may be granted in exceptional circumstances by the Chief of Police. Any additional time off may be charged as Sick Leave, Compensatory time, vacation time or other leave bank as the option of the employee.

D. Paid Family Medical Leave. The City shall comply with the State Paid Family Medical Leave (PFML) program RCW 50A.04.010. The parties will each pay the portions of the PFML premiums that are specified in RCW 50A.04.115.

9.2.5 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.

9.2.6 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.

9.2.7 Sick leave pay may be used to supplement the Washington State Paid Family Medical Leave program. Payment of sick leave benefits to supplement the PFML

benefits shall not exceed one hundred percent (100%) of the regular rate at the straight time for any one (1) day.

9.3 Worker's Compensation.

9.3.1 Whenever an employee suffers an on-the-job injury that results in the employee missing time from work, the employee will be eligible to receive Worker's Compensation Benefits from the State of Washington, including time loss benefits.

9.3.2 The following procedure will be utilized by the parties in order to ensure that there are no interruptions in an employee's salary in connection with any on-the-job injuries that cause an employee to miss time from work:

- A. Employees will be paid their regular salary by the City while they are absent from work. Employees will initially be paid with no required use of sick leave or another form of paid leave in order to cover their absence from work as allowed under L&I's Kept on Salary (KOS) program.
- B. While an employee is being paid under the KOS program, their regular accruals will be paused, so that while no leave is used, they will not gain additional hours during the period of KOS.
- C. The use of KOS pay is in conjunction with the City's desire to bring employees back to work on light duty or with transitional work as soon as practical. If the employee is unable to return to work in any capacity following ninety (90) days, the City may evaluate the employee's condition and determine whether to keep the employee on KOS or to change to Time-Loss compensation.
- D. If an employee is changed to Time-Loss compensation following ninety (90) days of disability leave, employees will begin using and accruing leave during the remainder of their time away from work. Employees receiving time-loss compensation from the State of Washington must remit the payment to the City and have their leave bank reimbursed for the number of hours proportionate to the time-loss pay.

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 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 may be taken as paid leave as the employee's regular workdays would normally occur prior to the termination date or cashed out at the regular rate of pay.
- 10.2 Upon separation of employment, the City shall pay employee a lump sum pay-out of all accrued vacation leave hours.
- 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/she shall advise his supervisor upon receipt of such call, and if taken from his/her 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 Corrections Officers and Communications Officers shall accrue and be granted vacation with pay according to the following schedule (8.33 hours of the vacation accrual is in-lieu of holidays):

<b>Years of Service</b>	<b>Annual Accumulated</b>	<b>Monthly (hours)</b>
Beginning with one (1) year and through three (3) years	196 hours	16.33 hours
Beginning with year four (4) through year five (5)	220 hours	18.33 hours
Beginning with year six (6) through year nine (9)	244 hours	20.33 hours
Beginning with year ten (10) through year fifteen (15)	260 hours	21.66 hours
Beginning with year sixteen (16) through year nineteen (19)	276 hours	23.00 hours
Beginning with year twenty (20) through year twenty-four (24)	286hours	23.83 hours
Beginning with year twenty-five (25) and beyond	296hours	24.66 hours

12.2 Receptionists, Data Entry Clerks, Crime Analyst, and the Evidence Technician shall accrue and be granted vacation with pay according to the following schedule:

<b>Years of Service</b>	<b>Annual Accumulated</b>	<b>Monthly (hours)</b>
Beginning with one (1) year and through three (3) years	96 hours	8 hours
Beginning with year four (4) through year five (5)	120 hours	10 hours
Beginning with year six (6) through year nine (9)	144 hours	12 hours
Beginning with year ten (10) through year fifteen (15)	160 hours	13.33 hours
Beginning with year sixteen (16) through year eighteen (18)	176 hours	14.66 hours
Beginning with year nineteen (19) through year twenty-one (21)	192 hours	15.99 hours
Beginning with year twenty-two (22) and beyond	208 hours	17.32 hours

12.3 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.

12.4 Vacation hours will be accrued on a monthly basis.

12.5 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.

12.6 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.

12.7 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 City Manager 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.

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

12.8.1 All employees shall have the opportunity to take two consecutive workweeks of accrued vacation per year, including regular scheduled days off (a 14-day period).

12.9 Vacation Requests – The City shall respond to all written vacation requests within fifteen (15) days of the request being submitted, or, if the supervisor is on leave, within fifteen (15) days of the first day of their return.

12.10 Once management has scheduled and approved a member's vacation leave request,

management will not rescind its approval except in the event of a federal, state, or locally declared emergency.

12.10.1 An employee required to work during previously approved vacation leave hours shall be compensated at the rate of one and one half (1 ½) times the employee's normal hourly straight time wage and shall have the affected vacation hours restored to their vacation leave bank; provided that, in the alternative, the employer and employee may mutually agree to cancel, move, or adjust an employee's approved vacation time without payment of overtime or deduction of hours from the employee's vacation accrual bank.

12.11 Bargaining unit members shall be able to sell back to the City 48 hours of accrued but unused vacation hours provided that they have utilized 48 hours of their annual vacation accrual in the current year, and they have a vacation balance of at least 48 hours.

### **ARTICLE 13 – CLOTHING ALLOWANCE AND CLEANING**

13.1 Uniform Cleaning. The Employer will pay reasonable dry cleaning of regular uniforms worn on duty unless the manufacturer recommends otherwise 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. The City will compensate each Corrections Officer at a rate of two hundred dollars (\$200.00) annually 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.

13.2.1 The City shall authorize and purchase a minimum of one jumpsuit for each Corrections Officer in 2023 and one additional jumpsuit in 2024 for duty use. The Jumpsuits shall be replaced as needed upon approval of the Chief of Police.

13.3 Crime Analyst, Clerical positions, and the Evidence Tech will be provided three (3) polo style shirts every twenty-four (24) months as determined by the Chief of Police. Additionally, the Crime Analyst position will be provided one (1) winter jacket as determined by the Chief of Police upon hire or upon approval of this agreement. The employer shall provide the crime analyst personal protective equipment as determined by the Chief of Police.

13.4 The Employer shall provide department issued cellular telephones for use while on duty and while conducting inmate transports (including medical appointments).

### **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. In an effort to increase training opportunities, the City reserves the right, with

fourteen (14) days advanced notice, to temporarily alter all affected employees' schedule to prevent overtime. This will be allowed for training purposes only. The fourteen (14) day notice may be waived by effected employee(s) upon mutual agreement with the Chief of Police or his/her designee. 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 Corrections / 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 (7) 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 (7) work period; or
- (C) Four (4) consecutive twelve (12) hour days, inclusive of one forty-five (45) minute lunch period per day, within an eight-day (8) work period as established by the 207-k exemption to the Fair Labor Standard Act; or
- (D) Any combination of the above as determined by the Chief of Police or his designee.

14.1.2 For Communications Officers (Dispatchers) the following schedules detail how the work period would be established. The workweek for payroll purposes will begin at 12:00 am on Monday and end at 11:59 pm on Sunday.

- (A) Five (5) consecutive eight and one half (8 ½) hour days, including an unpaid one-half (1/2) hour lunch period per day, within a seven-day work period; or
- (B) Five (5) consecutive nine (9) hour days, including an unpaid one (1) hour lunch period per day, within a seven-day work period; or
- (C) Four (4) consecutive ten and one half (10 ½) hour days, including an unpaid one-half (1/2) hour lunch period per day, within a seven-day work period; or
- (D) Four (4) consecutive eleven (11) hour days, including an unpaid one (1) hour lunch period per day, within a seven-day (7) work period; or
- (E) Any combination of the above as determined by the Chief of Police or his designee.

14.1.3 For Data Entry Clerks, Crime Analyst, Evidence Technician, and Receptionists the following schedules detail how the work period would be established. The workweek for payroll purposes will begin at 12:00 am on Monday and end at 11:59 pm on Sunday.

- (A) Five (5) consecutive eight and one half (8 ½) hour days, including an unpaid one-half (1/2) hour lunch period per day, within a seven-day work period; or
- (B) Five (5) consecutive nine (9) hour days, including a one-hour unpaid lunch period per day, within a seven-day work period; or
- (C) Four (4) consecutive ten and one half (10.5) hour days (rotating), including a thirty (30) minute unpaid lunch period per day, per seven (7) day work period;
- (D) Any combination of the above as determined by the Chief of Police or his designee.

14.2 Overtime. Hours of work which have been authorized by supervisor or command personnel, and which are 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 be included as time worked for purposes of overtime.

14.2.1 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.

14.2.2 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. Use of Comp time will follow the process for vacation leave and must be requested in advance. The Employer may deny Comp Time requests for time off if the request results in a lack of coverage or if the request requires overtime by any other employee.

14.2.3 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.

14.2.4 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 and one half (2 1/2) hours or paid the actual time worked if the time worked exceeds two and one half (2 1/2) hours for each call-out at one and one-half (1-1/2) times the employee's regular straight-time rate.

14.2.5 The Employer will ensure all overtime is offered to fulltime employees before it is offered to temporary or part-time employees in the following manner:

- a. Overtime will be assigned by classification, followed by any Part-Time Employees, followed by Temporary Employees, then any other classification that is qualified to perform the duties of the position.
- b. Overtime shall be offered first based on seniority within the classification.

14.2.6 Mandatory Overtime Assignment Procedure –  
RESERVED FOR FURTHER PROPOSALS

14.3 Lunch and Breaks.

- 14.3.1 Crime Analyst, Evidence Technician, 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 the supervisor. Crime Analyst, Evidence Technician, 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.
- 14.3.2 All Corrections 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 breaks, Corrections 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/her. Employees on the twelve (12) hour schedule shall have two (2) rest breaks, and one forty-five (45) minute lunch period.
- 14.3.3 All Communications Officers (Dispatchers) 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 un-paid lunch break approximately midway in their shift. Communications Officers that are required to remain on City property or remain available during their lunch break shall be compensated for the lunch break at the overtime rate. Said breaks shall be controlled by the supervisor on duty and may be scheduled by him/her. Employees on the twelve (12) hour schedule shall have three (3) rest breaks, one (1) during each four (4) hour portion of their shift.
- 14.3.4 Corrections Officers will not be required to cover dispatch for breaks except in cases deemed by the Jail Commander or designee to be emergent. Once the emergent situation has concluded, the Corrections Officer shall resume normal duties.

14.4 Observed Holidays. The City observes the following holidays:

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

14.4.1 Corrections Officers and Communications Officers who work on one of the holidays listed shall be paid one and a half times (1.5) times their regular rate of pay for the hours worked on the listed holidays. Corrections Officers and Communications Officers who are called out (per 14.2.4) or mandated to work on one of the holidays listed below shall be paid two (2) times their regular rate of pay for the hours worked on the listed holidays.

14.4.2 Crime Analyst, Clerical, and Evidence Technician positions will also observe the following holidays, only when working a five (5) day workweek:

Day after Thanksgiving      One (1) Floating Holiday

- A. Regular part-time employees shall receive pro-rata holiday pay based on the full-time holiday leave rate, not to exceed the full-time rates.
- B. For employee(s) who are scheduled to work a Monday through Friday workweek, 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. For employees working a four (4) day workweek, any holiday which falls on a day off will be observed on the closest workday to the observed holiday.
- C. Holiday Premium Pay: Any employee who is mandated to work a regular shift on any of the aforementioned applicable holidays, shall receive premium pay at time and one-half (1.5) his straight time hourly rate of pay for the hours worked on such holiday in addition to his holiday pay. Any employee shall have the option to receive the equivalent number of hours off at the rate of one and one-half (1.5) 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 14.2.2.
- D. Holidays which occur during vacation or sick leave shall not be charged against said leaves.
- E. When the Crime Analyst or Evidence Tech is called out (per 14.2.4) to work on one of the paid holidays listed above the Crime Analyst or Evidence Tech shall be paid two (2) times their regular rate of pay for the hours worked in addition to holiday pay.

## ARTICLE 15 – COMPENSATION SCHEDULE

- 15.1 Wage Schedule. The wage schedule, effective January 1, 2023 through December 31, 2025, 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, 2023, all bargaining unit members shall receive a base wage increase parity adjustment in addition to the Cost of Living increase equal to 3%.

Effective January 1, 2024, all bargaining unit members shall receive a base wage Cost of Living increase equal to 4.5%.

Effective January 1, 2025, all bargaining unit members shall receive a base wage Cost of Living increase equal to 4.5%.

- 15.2 Education Incentive. Members of the bargaining unit shall receive premium pay over and above base pay upon request and verification of applicable collegiate degree as indicated below. The degree must be earned without financial aid from the City of Sunnyside and must be earned in a major area that supports their occupation. The employee must provide transcripts to verify a cumulative grade point average of 2.5 during their course of study. The incentive increases are as follows:

1. 2% increase after completing an Associate of Arts, Science, or Applied Science by an accredited college.
2. 4% increase after Receipt of Bachelor of Arts (BA) or Bachelor of Science (BS).

- 15.3 Assignment Premiums. 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.

- TAC Officer 1.50%
- Field Training Officer 3.00%

- 15.4 Spanish Language Incentive. Employees who are proficient in Spanish interpretation shall receive a premium equal to 5% of their base monthly salary. Qualifications to receive this premium shall be determined by passing the City's approved Spanish language testing.

- 15.5 Pay Grid Calculation and Minor Clerical Changes

The Union and the Employer agree that the method for calculation of the pay grid shall be performed as follows:

1. For each respective classification, Step "A" of the grade shall be adjusted by the percentage change and/or fixed dollar amount as agreed to during negotiations rounded to two (2) decimal points using a Microsoft Excel (or comparable) worksheet. For example, if Step "A" of the grade showed a pay rate of \$2,000.00

per month and the agreed upon wage increase was 1.75%, the resulting change for Step "A" would be \$2035.00 per month ( $\$2,000.00 * 1.0175 = \$2035.00$ ).

2. The increase from Step "A" to Step "B" within a range would be a five (5%) percent increase rounded to two (2) decimal points using a Microsoft Excel (or comparable) worksheet. For example, if Step "A" was shown as paying \$2,000.00 per month, the calculation for Step "B" would be to add the five (5%) percent to Step "A" rounded to two (2) decimal points using a Microsoft Excel (or comparable) worksheet --  $\$2,000.00 * 1.05 = \$2,100.00$ .
3. That same calculation would be repeated to calculate the increase from Step "B" to Step "C"; from Step "C" to Step "D"; and from Step "D" to Step "E".

## **ARTICLE 16 – HEALTH CARE BENEFIT PLANS**

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

Medical -	Washington Teamsters Plan "A"
Dental -	Washington Teamsters Plan "A"
Vision -	Washington Teamsters Plan "EXT"

- 16.2 The premium payments will be split between the Employer and Employee. The City will be responsible for eighty-seven percent (87%) of the monthly cost, and the employee will pay thirteen percent (13%) through payroll deduction.
- 16.3 The Employer agrees to provide a Section 125 Plan to employees to pay applicable medical premium from pre-tax dollars.
- 16.4 If other bargaining units' employees receive an improvement in their current respective premium cost split that makes the employee's share of premium more favorable, the City and Union will open this Article for the purpose of negotiations.

## **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 16. 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, they 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 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.

21.3.1 The employer agrees that the investigatory timeline found in Article 5.2 will apply to all disciplinary investigations. The employer agrees to provide a written notice of investigation to the employee within fifteen (15) calendar days of the employer becoming aware of a potential violation of department rules and standards. The date of the written notice constitutes the start date of the investigation. The investigation will be completed within ninety (90) calendar days unless extended in accordance with Article 5.2.3.

21.3.2 The employer shall meet with an employee within fourteen (14) calendar days of the completion of an investigation to discuss the findings before making a final disciplinary determination.

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 forfeit vacation days 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 22.2, 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 22.2. If the grievance is not satisfactorily resolved within the additional fourteen (14) calendar days, then,
- 22.2.2 The City 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 City 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.
- 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 22.4 and 22.5 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 against any member of the collective bargaining representative as a result of such member's activities on behalf of the collective bargaining unit and in furtherance of the purpose of the collective bargaining agreement.
- 23.2 Equal Opportunity. The Employer shall observe all federal and state laws and regulations as they relate to equal employment opportunities.
- 23.3 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 protected status under applicable federal and state laws and regulations.

### **ARTICLE 24 – UNION BUSINESS**

- 24.1 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.
- 24.2 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' workplace, for the purpose of conducting Union business and posting meeting notices.
- 24.3 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 25 – GENERAL & MISCELLANEOUS PROVISIONS

- 25.1 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.
- 25.2 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.
- 25.3 Medical Exam. Any medical examination 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.
- 25.4 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.
- 25.5 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.
- 25.6 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.
- 25.7 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. It is understood that during times of personnel shortages, the Employer may utilize supervisors and/or police officers to assist in Dispatch and the Jail. The Employer shall offer overtime to the bargaining unit members prior to utilizing non-bargaining unit employees.
- 25.8 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".
- 25.9 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.
- 25.10 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.

- 25.11 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.
- 25.12 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 at 5% above base pay.
- 25.13 If all bargaining units of the City change to a bi-weekly pay cycle, this bargaining unit shall also make the change. The City will have an option to pay employees on a bi-weekly cycle (26 pay periods per year) paid on Friday. If the payday falls on a holiday recognized in Article 14 of this Agreement, the preceding day shall become the payday. The City will provide the Union at least ninety (90) days advanced written notice of any such change.
- 25.14 The Union and the Employer following a detailed review of the collective bargaining agreement agreed to approve a number of minor clerical changes to allow for easier use and understanding of the collective bargaining agreement. These changes included correction of typographical errors, correction of number sequences and number references and similar clerical changes that did not alter the intent of the originally agreed upon collective bargaining agreement.

## **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, they 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 prescription 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 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 – SUPPLEMENTAL PENSION PLAN**

- 27.1 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.

- 27.2 Effective January 1, 2023, the employer shall pay fifty cents (\$0.50) per compensable hour each month into the Western Conference of Teamsters Pension Trust Fund on the account of each bargaining unit member for every hour for which compensation was paid up to a maximum of 2080 hours per year, said amount to be computed monthly.

27.2.1 Effective January 1, 2023 fifty cents (\$0.50) per compensable hour will be diverted from the employee's wages to the Western Conference of Teamsters Pension Trust, up to a maximum of 2080 hours per year, said amount to be computed monthly.

27.2.2 The City shall pay both the employer's contribution and the wage diversion from the employee, a total of one dollar (\$1.00) per compensable hour, up to a maximum of 2080 hours per year, which shall be computed monthly.

- 27.3 The employees covered by this Agreement may, upon majority vote by secret ballot, elect to divert additional amounts from their wages into the Western Conference of Teamsters Pension Trust Fund for the contract years.

27.3.1 Changes to the amount of employee wages to be diverted for the employee contribution to the Western Conference of Teamsters Pension Trust Fund shall occur no more often than once per calendar year with sixty (60) days' notice to the employer and shall be evidenced by an addendum to this Letter of Agreement signed by both the Union and the employer. The effective date for the new diversion rate shall be on the first day of the month following signing of the Letter of Agreement by both the Union and the employer and the City's payroll officer acknowledging in writing receipt of the change.

- 27.4 The Union hereby represents and warrants that any and all amounts of employee wages to be diverted for employee contributions to the Western Conference of Teamsters Pension Trust Fund under this Agreement qualify to be paid and remitted on a pre-tax

basis and hereby agrees to indemnify, defend, and hold harmless the employer from any taxes, interest and penalties due as a result of paying and remitting such amounts on a pre-tax basis.

**ARTICLE 28 – FURLOUGH**

28.1 In the event the City determines that it needs to implement layoffs due to budgetary issues, the City will first consider proposing furloughs to full-time employees based on the monetary amount needed to be saved and/or reduced from that Department's budget. After the City determines the amount necessary, the City will then calculate the number of hours, in a furlough scenario, needed for the employees to make up for the shortfall. The City will present its fiscal determinations and the potential furlough approach to the bargaining unit as an option to prevent the layoff of full-time employees. There must be a unanimous vote by the Union to request furloughs. Once the union makes the request then the City has the option to choose between the furloughs and a layoff. The City has the right to make the final decision on whether to proceed with the furloughs or layoffs. If a layoff is necessary, the City will follow the Seniority and Layoff (Article 7) provisions of the current labor agreement.

**ARTICLE 29 – SAVINGS CLAUSE**

29.1 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 30 – TERM OF AGREEMENT**

30.1 This Agreement shall be in full force and effect from January 1, 2023 and shall remain in full force and effect through December 31, 2025; 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 to the other party. In the event only notice to amend is given, the Agreement shall remain in effect while the parties negotiate amendments.

Signed for:

Signed for:

**CITY OF SUNNYSIDE**

**TEAMSTERS LOCAL 760**

By Elizabeth Alba  
Elizabeth Alba, City Manager

By Leonard J. Crouch  
Leonard J. Crouch, Secretary Treasurer

Date 05/08/2023

Date 5.2.23

CITY CONTRACT NO: A-2023-54  
RESOLUTION NO: 2023-13  
COUNCIL MTG: 05/08/2023

**ORIGINAL**

**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 using Excel (or similar) electronic spreadsheet rounded to the nearest whole cent based on the Monthly Wage. The annual and hourly wage rates are provided for reference only.

Effective January 1, 2023, there shall be a parity adjustment in addition to the Cost-of-Living increase of 3% of the 2022 wage scale.

Effective January 1, 2024, there shall be a Cost-of-Living increase of 4.5% of the 2023 wage scale.

Effective January 1, 2025, there shall be a Cost-of-Living increase of 4.5% of the 2024 wage scale.

<b>TEAMSTERS - POLICE SUPPORT - Effective January 1, 2023 - 3% Cost of Living &amp; Parity Adjustment</b>										
<b>CLASSIFICATION</b>	<b>STEP A</b>		<b>STEP B</b>		<b>STEP C</b>		<b>STEP D</b>		<b>STEP E</b>	
Crime and Forensic Analyst	\$5,278.29	M	\$5,542.20	M	\$5,819.31	M	\$6,110.28	M	\$6,415.79	M
	\$63,339.48	A	\$66,506.40	A	\$69,831.72	A	\$73,323.36	A	\$76,989.48	A
	\$30.45	H	\$31.97	H	\$33.57	H	\$35.25	H	\$37.01	H
Corrections Officer	\$4,609.62	M	\$4,840.10	M	\$5,082.11	M	\$5,336.22	M	\$5,603.03	M
	\$55,315.44	A	\$58,081.20	A	\$60,985.32	A	\$64,034.64	A	\$67,236.36	A
	\$26.59	H	\$27.92	H	\$29.32	H	\$30.79	H	\$32.33	H
Corrections Officer -Pre-Academy	\$4,099.96	M								
	\$49,199.52	A								
	\$23.65	H								
Communications Officer	\$4,464.79	M	\$4,688.03	M	\$4,922.43	M	\$5,168.55	M	\$5,426.98	M
	\$53,577.48	A	\$56,256.36	A	\$59,069.16	A	\$62,022.60	A	\$65,123.76	A
	\$25.76	H	\$27.05	H	\$28.40	H	\$29.82	H	\$31.31	H
Receptionist II Evidence Technician	\$4,249.94	M	\$4,462.44	M	\$4,685.56	M	\$4,919.84	M	\$5,165.83	M
	\$50,999.28	A	\$53,549.28	A	\$56,226.72	A	\$59,038.08	A	\$61,989.96	A
	\$24.52	H	\$25.74	H	\$27.03	H	\$28.38	H	\$29.80	H
Data Entry Clerk/Receptionist I	\$3,963.01	M	\$4,161.16	M	\$4,369.22	M	\$4,587.68	M	\$4,817.06	M
	\$47,556.12	A	\$49,933.92	A	\$52,430.64	A	\$55,052.16	A	\$57,804.72	A
	\$22.86	H	\$24.01	H	\$25.21	H	\$26.47	H	\$27.79	H

TEAMSTERS - POLICE SUPPORT - Effective January 1, 2024 - 4.5% Cost of Living Adjustment						
CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E	
Crime and Forensic Analyst	\$5,515.81 M	\$5,791.60 M	\$6,081.18 M	\$6,385.24 M	\$6,704.50 M	
	\$66,189.72 A	\$69,499.20 A	\$72,974.16 A	\$76,622.88 A	\$80,454.00 A	
	\$31.82 H	\$33.41 H	\$35.08 H	\$36.84 H	\$38.68 H	
Corrections Officer	\$4,817.05 M	\$5,057.90 M	\$5,310.80 M	\$5,576.34 M	\$5,855.16 M	
	\$57,804.60 A	\$60,694.80 A	\$63,729.60 A	\$66,916.08 A	\$70,261.92 A	
	\$27.79 H	\$29.18 H	\$30.64 H	\$32.17 H	\$33.78 H	
Corrections Officer -Pre-Academy	\$4,284.46 M					
	\$51,413.52 A					
	\$24.72 H					
Communications Officer	\$4,665.71 M	\$4,899.00 M	\$5,143.95 M	\$5,401.15 M	\$5,671.21 M	
	\$55,988.52 A	\$58,788.00 A	\$61,727.40 A	\$64,813.80 A	\$68,054.52 A	
	\$26.92 H	\$28.26 H	\$29.68 H	\$31.16 H	\$32.72 H	
Receptionist II Evidence Technician	\$4,441.19 M	\$4,663.25 M	\$4,896.41 M	\$5,141.23 M	\$5,398.29 M	
	\$53,294.28 A	\$55,959.00 A	\$58,756.92 A	\$61,694.76 A	\$64,779.48 A	
	\$25.62 H	\$26.90 H	\$28.25 H	\$29.66 H	\$31.14 H	
Data Entry Clerk/Receptionist I	\$4,141.35 M	\$4,348.42 M	\$4,565.84 M	\$4,794.13 M	\$5,033.84 M	
	\$49,696.20 A	\$52,181.04 A	\$54,790.08 A	\$57,529.56 A	\$60,406.08 A	
	\$23.89 H	\$25.09 H	\$26.34 H	\$27.66 H	\$29.04 H	

TEAMSTERS - POLICE SUPPORT - Effective January 1, 2025 - 4.5% Cost of Living Adjustment						
CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E	
Crime and Forensic Analyst	\$5,764.02 M	\$6,052.22 M	\$6,354.83 M	\$6,672.57 M	\$7,006.20 M	
	\$69,168.24 A	\$72,626.64 A	\$76,257.96 A	\$80,070.84 A	\$84,074.40 A	
	\$33.25 H	\$34.92 H	\$36.66 H	\$38.50 H	\$40.42 H	
Corrections Officer	\$5,033.82 M	\$5,285.51 M	\$5,549.79 M	\$5,827.28 M	\$6,118.64 M	
	\$60,405.84 A	\$63,426.12 A	\$66,597.48 A	\$69,927.36 A	\$73,423.68 A	
	\$29.04 H	\$30.49 H	\$32.02 H	\$33.62 H	\$35.30 H	
Corrections Officer -Pre-Academy	\$4,477.26 M					
	\$53,727.12 A					
	\$25.83 H					
Communications Officer	\$4,875.67 M	\$5,119.45 M	\$5,375.42 M	\$5,644.19 M	\$5,926.40 M	
	\$58,508.04 A	\$61,433.40 A	\$64,505.04 A	\$67,730.28 A	\$71,116.80 A	
	\$28.13 H	\$29.54 H	\$31.01 H	\$32.56 H	\$34.19 H	
Receptionist II Evidence Technician	\$4,641.04 M	\$4,873.09 M	\$5,116.74 M	\$5,372.58 M	\$5,641.21 M	
	\$55,692.48 A	\$58,477.08 A	\$61,400.88 A	\$64,470.96 A	\$67,694.52 A	
	\$26.78 H	\$28.11 H	\$29.52 H	\$31.00 H	\$32.55 H	
Data Entry Clerk/Receptionist I	\$4,327.71 M	\$4,544.10 M	\$4,771.31 M	\$5,009.88 M	\$5,260.37 M	
	\$51,932.52 A	\$54,529.20 A	\$57,255.72 A	\$60,118.56 A	\$63,124.44 A	
	\$24.97 H	\$26.22 H	\$27.53 H	\$28.90 H	\$30.35 H	

A.2 Employees shall advance from Step A-E after 12 months of employment at the previous step. 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. New hires placed above Step A, shall advance to their new step after 12 months, regardless of placement, until reaching Step E. Regardless of the new hire's placement within the Pay Scale, the new hire will be on probation for twelve (12) months.

A.3 Longevity pay will accrue on a monthly basis and be paid per pay period to all qualified employees according to the following schedule:

<u>YEARS OF SERVICE</u>	<u>MONTHLY LONGEVITY PAY</u>
5	1%
10	1.75%
15	2.50%
20	3.25%

A.4 Deferred Compensation. The City shall match an employees deferred compensation election, up to a maximum of three (3%) percent.

A.5 No employee shall suffer a loss or reduction in pay based on the terms and conditions of the Agreement. Any employee who would suffer a loss or reduction shall be maintained as their existing rate, until the contractual rate exceeds the existing rate.

# WASHINGTON TEAMSTERS WELFARE TRUST SUBSCRIPTION AGREEMENT

## COLLECTIVE BARGAINING AGREEMENT PROVIDING FOR PARTICIPATION IN TRUST

The Employer and Labor Organization below are parties to a Collective Bargaining Agreement providing for participation in the above Trust. An enforceable Collective Bargaining Agreement must exist as a condition precedent to participation in the Trust.

City of Sunnyside Police Dept Support Staff

Teamsters Local Union 760

Employer Name  
401 Homer St  
Address  
Sunnyside WA 98944  
City State Zip Code

Labor Organization (Union) Name  
1211 W Lincoln Ave  
Address  
Yakima WA 98902  
City State Zip Code

## COLLECTIVE BARGAINING AGREEMENT

The parties' Collective Bargaining Agreement is in effect from: 1.1.23 to: 12.31.25

New Account  Renewal — Account No. 105534 Approximate No. of Covered Employees \_\_\_\_\_

## INFORMATION CONCERNING EMPLOYER'S BUSINESS

Employer EIN (Tax ID No.) \_\_\_\_\_

Employer is:  Public Entity  Corporation - State of \_\_\_\_\_  Partnership  Sole Proprietorship  LLC

If Partnership or Sole Proprietorship, provide name/s of the owner or partners: \_\_\_\_\_

## BENEFIT PLAN(S) DESIGNATED IN COLLECTIVE BARGAINING AGREEMENT

The Collective Bargaining Agreement provides that contributions will be made to the Trust on behalf of all employees for whom the Employer is required to contribute under the Trust Operating Guidelines for the purpose of providing such employees and their dependents with the following benefit plan(s): (The undersigned parties acknowledge the receipt of a copy of the Trust Operating Guidelines which by this reference are made a part hereof.)

<b>COVERAGE IN BARGAINING AGREEMENT</b> (For renewals, list all coverages, not just changes)				<b>Monthly Rate</b>		
<b>Medical Plan</b>	<input checked="" type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C	<input type="checkbox"/> Z	\$ 1567.60	
<b>Life/AD&amp;D</b>	<input type="checkbox"/> A - \$30,000 Employee/\$3,000 Dependent				\$	
	<input type="checkbox"/> B - \$15,000 Employee/\$1,500 Dependent					
	<input type="checkbox"/> C - \$5,000 Employee/\$500 Dependent					
<b>Weekly Time Loss</b>	<input type="checkbox"/> E - \$500	<input type="checkbox"/> A - \$400	<input type="checkbox"/> B - \$300	<input type="checkbox"/> C - \$200	<input type="checkbox"/> D - \$100	\$
<b>Disability Waivers</b>	<input type="checkbox"/> Additional 9 months Disability Waiver of Contributions - Medical only				\$	
<b>Domestic Partners</b>	<input type="checkbox"/> Domestic Partners - Medical				\$	
<b>Dental Plan</b>	<input checked="" type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C		\$ 120.50	
<b>Domestic Partners</b>	<input type="checkbox"/> Domestic Partners - Dental				\$	
<b>Vision Plan</b>	<input checked="" type="checkbox"/> EXT				\$ 17.10	
<b>Domestic Partners</b>	<input type="checkbox"/> Domestic Partners - Vision				\$	

Will there be any coverage changes before the Collective Bargaining Agreement's expiration?  Yes  No. If yes, attach a Subscription Agreement for each change.

## EFFECTIVE DATE OF CONTRIBUTIONS - A Subscription Agreement must be submitted in advance of the effective date below.

Contributions above are effective (month, year) January, 20 23 based on employment in the prior month.

**Important:** Coverage is effective in the month following the month in which the contributions are due based on the Trust's eligibility lag month. For example, contributions effective April based on March employment will provide coverage in May.

## EXPIRATION OF COLLECTIVE BARGAINING AGREEMENT

Upon expiration of the above-referenced Collective Bargaining Agreement, the Employer agrees to continue to contribute to the Trust in the same amount and manner as required in the Collective Bargaining Agreement until such time as the Employer and the Labor Organization either enter into a successor Collective Bargaining Agreement, which conforms to the Trust Operating Guidelines, or one party notifies the other in writing (with a copy to the Trust) of its intent to cancel such obligation five (5) days after receiving notice, whichever occurs first. The Trust reserves the right to immediately terminate participation in the Trust upon the failure to execute this or any future Subscription Agreement or to comply with the Trust Operating Guidelines as amended by the Trustees from time to time.

For Employer Alba

For Union Leonard J. Gaud

Title/Assn City Manager Date 05/08/23

Title Secretary Treasurer Date 5.2.23

**ELIGIBILITY TO PARTICIPATE IN TRUST**

Eligibility for benefits is determined in accordance with the requirements established in the Collective Bargaining Agreement provided such requirements are consistent with the Trust guidelines. To establish eligibility for benefits, Trust guidelines require that eligible employees must have the required number of hours in a month and have the contractually required contributions paid on their behalf. Eligibility will commence according to the Trust's lag month eligibility rule. Eligibility continues as long as the employee remains eligible, has the contractually required number of hours per month, and has the required contributions made. The Trust, however, will not recognize any contractual provision that conditions continued eligibility on having less than 40 or more than 80 hours in a month. Eligibility will end according to the Trust's policy for employees who do not have the required number of hours and contributions in a month and who do not qualify for an applicable extension of eligibility, if any.

Employees of a participating employer not performing work covered by the Collective Bargaining Agreement may participate in the Trust only pursuant to a written special agreement approved in writing by the Trustees. The Trustees reserve the right to recover any and all benefits provided to ineligible individuals from either the ineligible individual receiving the benefits or the employer responsible for misreporting them (if applicable).

**REPORTING OBLIGATION AND CONSEQUENCES OF DELINQUENCY**

Employer contributions are due no later than ten (10) days after the last day of each month for which contributions are due. The Employer acknowledges that in the event of any delinquency, the Trust Agreement provides for the payment of liquidated damages, interest, attorney fees, and costs incurred in collecting the delinquent amounts.

**TRUSTEES' AUTHORITY TO DETERMINE TERMS OF PLANS**

The parties recognize that the detail of the benefit plans provided by the Trust and the rules under which employees and their dependents shall be eligible for such benefits is determined solely by the Board of Trustees of the Trust in accordance with the terms of the governing Agreement and Declaration of Trust (Trust Agreement). The Trustees retain the sole discretion and authority to interpret the terms of the Trust's benefit plans, the plans' eligibility requirements, and other matters related to the administration and operation of the Trust and its benefits plans. The Trustees may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology and treatment.

**MECHANISM FOR HANDLING CONTRIBUTION INCREASES**

The Trustees' authority shall include the right to adjust the contribution rates to support the benefit plans offered by the Trust and to maintain adequate reserves to cover any extended eligibility and the Trust's contingent liability.

The parties recognize that it is the intent of the Trust not to provide employee benefit plans for less than the full cost of any such plan. If the Collective Bargaining Agreement does not provide a mechanism for fully funding the designated benefit plans, the Board of Trustees may substitute a plan then available that is fully supported by the employer's contribution obligations. The disposition of any excess employer contributions will be subject to the collective bargaining process.

**ACCEPTANCE OF TRUST AGREEMENT**

The Employer and the Labor Organization accept and agree to be bound by the terms of the Trust Agreement governing the Trust, and any subsequent amendments to the Trust Agreement. The parties accept as their representatives for purposes of participating in the Trust the Trustees serving on the Board of Trustees and their duly appointed successors.

Provided, however, that in the event that either Section 2 or 3 of Article VIII of the Trust Agreement is amended to change or modify an Employer's liability as specified therein, such amendment will not be deemed applicable to an Employer until such time as the Employer enters into a successor Collective Bargaining Agreement after the expiration of the Employer's then current Collective Bargaining Agreement.

**APPROVAL OF TRUSTEES**

This Agreement has been approved by the Board of Trustees of the Washington Teamsters Welfare Trust.

Date 5/24/2023 | 2:05 PM PDT

*John Mowery*  
B54549516309464...  
Administrative Agent  
Washington Teamsters Welfare Trust

# THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND

## EMPLOYER – UNION PENSION CERTIFICATION

THE UNDERSIGNED EMPLOYER AND UNION HEREBY CERTIFY THAT A WRITTEN LABOR AGREEMENT IS IN EFFECT BETWEEN THE PARTIES PROVIDING FOR CONTRIBUTIONS TO THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND ("TRUST FUND") AND THAT SUCH AGREEMENT CONFORMS TO THE TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS (AS REPRODUCED ON THE REVERSE OF THIS FORM) AND IS NOT OTHERWISE DETRIMENTAL TO THE PLAN. A COMPLETE COPY OF THE LABOR AGREEMENT IS ATTACHED OR, IF NOT YET AVAILABLE, WILL BE FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AS SOON AS AVAILABLE. THE UNDERSIGNED AGREE THAT THE PROVISIONS OF ANY MEMORANDUM OF UNDERSTANDING, SUPPLEMENT, AMENDMENT, ADDENDUM OR OTHER MODIFICATION OF THE LABOR AGREEMENT DIRECTLY OR INDIRECTLY AFFECTING THE EMPLOYER'S OBLIGATION TO CONTRIBUTE TO THE TRUST FUND SHALL NOT BIND THE TRUSTEES UNLESS AND UNTIL A COMPLETE WRITTEN AND SIGNED COPY OF THOSE PROVISIONS IS FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AND ACCEPTED BY THE TRUSTEES, AND FURTHER AGREE TO FURNISH THOSE PROVISIONS TO THE AREA ADMINISTRATIVE OFFICE IN A TIMELY MANNER. IF A NEW PENSION ACCOUNT, THE EMPLOYER AGREES TO PROVIDE THE AREA ADMINISTRATIVE OFFICE WITH COMPLETED PAST EMPLOYMENT DATA FORMS. THE NEGOTIATING PARTIES CERTIFY THAT THIS DOCUMENT HAS NOT BEEN MODIFIED IN ANY MANNER.

NAME OF EMPLOYER City of Sunnyside Police Dept Support Staff NAME OF ASSOCIATION \_\_\_\_\_  
IF AN ASSOCIATION WITH AUTHORITY TO SIGN ON BEHALF OF EMPLOYERS, ATTACH LIST OF NAMES AND ADDRESSES OF EACH SUCH EMPLOYER

STREET ADDRESS 401 Homer St CITY, STATE, ZIP CODE Sunnyside WA 98944

EFFECTIVE DATE OF THIS LABOR AGREEMENT 1/1/20

IF THIS CERTIFICATION IS SIGNED BY AN ASSOCIATION, THE ASSOCIATION WARRANTS AND REPRESENTS THAT IT HAS WRITTEN AUTHORIZATION FROM EACH LISTED EMPLOYER TO SIGN THIS CERTIFICATION AND TO SIGN THE LABOR AGREEMENT ON BEHALF OF SUCH EMPLOYER (IF THE LABOR AGREEMENT IS NOT SIGNED BY THE EMPLOYER).

**INDICATE:**  
 RENEWAL  NEW PENSION ACCOUNT BUT EMPLOYER  
 NEW PENSION ACCOUNT  PREVIOUSLY MADE PENSION CONTRIBUTIONS

EMPLOYER OWNERSHIP CHANGE  DATE OF CHANGE \_\_\_\_\_ SELLER \_\_\_\_\_

EMPLOYER IS PART OF A CONTROLLED GROUP OF CORPORATIONS FOR FEDERAL TAX PURPOSES

NAME OF PARENT COMPANY \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_ CITY, STATE, ZIP \_\_\_\_\_

FOR LABOR AGREEMENT RENEWALS:  
 INDICATE PENSION ACCOUNT NUMBER(S) 414280

EMPLOYER IS A: CORPORATION  PARTNERSHIP  UNINCORPORATED SOLE PROPRIETORSHIP   
 PUBLIC ENTITY  LIMITED LIABILITY COMPANY  (INDICATE - PARTNERSHIP  CORPORATION   
(PARTNERS OR UNINCORPORATED OWNERS ARE INELIGIBLE TO PARTICIPATE PERSONALLY IN THIS TAX-EXEMPT TRUST.)

APPROXIMATE NUMBER OF COVERED EMPLOYEES 13

THE UNDERSIGNED UNION AND EMPLOYER AGREE TO BE BOUND BY THE WESTERN CONFERENCE OF TEAMSTERS AGREEMENT AND DECLARATION OF TRUST AND PENSION PLAN AS NOW CONSTITUTED OR AS HEREAFTER AMENDED, AND TO BE BOUND BY THE ACTS OF THEIR RESPECTIVE UNION AND EMPLOYER TRUSTEES OR THEIR SUCCESSORS. THE EMPLOYER AGREES TO PAY THE TRUST FUND THE PENSION CONTRIBUTIONS SPECIFIED IN THE LABOR AGREEMENT WITH THE UNION. THE UNDERSIGNED UNION AND EMPLOYER SHALL BECOME PARTIES TO SAID AGREEMENT AND DECLARATION OF TRUST UPON ACCEPTANCE AS SUCH BY THE TRUSTEES. UPON THE EXPIRATION OF THIS OR ANY SUBSEQUENT LABOR AGREEMENT, THE EMPLOYER AGREES TO CONTINUE TO CONTRIBUTE TO THE TRUST FUND IN THE SAME AMOUNT AND MANNER AS REQUIRED IN THE MOST RECENT EXPIRED LABOR AGREEMENT UNTIL SUCH A TIME AS THE UNDERSIGNED EITHER NOTIFIES THE OTHER PARTY IN WRITING (WITH A COPY TO THE TRUST FUND) OF ITS INTENT TO CANCEL SUCH OBLIGATION FIVE DAYS AFTER RECEIPT OF NOTICE OR ENTERS INTO A SUCCESSOR LABOR AGREEMENT WHICH CONFORMS TO THE TRUSTEE POLICY, WHICHEVER EVENT OCCURS FIRST. SIMILARLY, THE TRUSTEES RESERVE THE RIGHT TO GIVE NOTICE TO THE EMPLOYER AND UNION OF INTENT TO TERMINATE ACCEPTANCE OF FURTHER CONTRIBUTIONS FROM THE EMPLOYER. THE UNDERSIGNED AGREES THAT UPON RENEWAL OF THE LABOR AGREEMENT A COMPLETE COPY OF THE RENEWED LABOR AGREEMENT, INCLUDING MODIFICATIONS TO THE AGREEMENT, WILL BE FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AS SOON AS AVAILABLE; AND, UPON WRITTEN ACCEPTANCE OF THE RENEWED LABOR AGREEMENT BY THE TRUSTEES, THE FOREGOING TERMS OF THE EMPLOYER-UNION PENSION CERTIFICATION SHALL BE APPLICABLE TO SUCH RENEWAL OF THE LABOR AGREEMENT. THE UNDERSIGNED UNION AND EMPLOYER ACKNOWLEDGE RECEIPT OF THE TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS EFFECTIVE APRIL 1, 1970 AND OF THE TRUSTEE POLICY ON ACCEPTANCE OF EXTENDED, RENEWED, MODIFIED OR REPLACED PENSION AGREEMENTS WHERE THE EMPLOYER IS ON REFERRAL TO DELINQUENCY COLLECTION ATTORNEYS.

UNION Teamsters Local Union 760

EMPLOYER City of Sunnyside Police Dept Support Staff

BY Leonard J. Crouch DATE 5/2/23  
(SIGNATURE)

BY \_\_\_\_\_ DATE \_\_\_\_\_  
(SIGNATURE)

Leonard J. Crouch  
(PRINT NAME OF INDIVIDUAL SIGNING)

Elizabeth Alba  
(PRINT NAME OF INDIVIDUAL SIGNING)

TITLE Sec Treas PHONE NO. 509.452.7194

TITLE City Manager PHONE NO. 509

ACCEPTED BY THE TRUSTEES OF THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND.

BY \_\_\_\_\_ DATE \_\_\_\_\_

# **TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS EFFECTIVE APRIL 1, 1970**

(As revised for amendments, extensions and new Pension Agreements effective on or after January 1, 2020)

It is the policy of the Trustees of the Western Conference of Teamsters Pension Trust Fund to accept as Employer Contributions only payments made in accordance with a Pension Agreement that is not detrimental to the Plan. The determination of whether or not a Pension Agreement is detrimental to the Plan shall be made by the Trustees in their sole discretion. However, the list of provisions that follows is furnished as an illustration of those whose inclusion in a Pension Agreement may result in a determination by the Trustees that the Pension Agreement is detrimental to the Plan. It should be noted, however, that the list is not intended as an inclusive list of all such types of provisions.

1. Provisions that limit the employees on whose account contributions are to be made to those above a specific age.
2. Provisions that limit the employees on whose account contributions are to be made to those who will be eligible for retirement within a specified period.
3. Provisions that limit the persons on whose account contributions are to be made to those who have satisfied a specific minimum period of employment or seniority, except that persons performing the work of the bargaining unit may, for a period not to exceed ninety (90) calendar days, be covered under a contribution rate not less than ten (10) cents per hour, including PEER, from their first date of employment or utilization.
4. Provisions that limit the employees on whose account contributions are to be made to those who have worked more than a specified minimum number of hours in a particular period.
5. Provisions that permit contributions on a basis that will produce a contribution less than on all straight time hours worked by the employee, provided that for purpose of this rule paid vacation and paid holiday hours shall be included in straight time hours worked.
6. Provisions which permit or require pension contributions for persons who are not performing the work of the bargaining unit.
7. Provisions which reduce contributions for each compensable hour to less than that which applied prior to any date, except as provided in Number 3 above.
8. Provisions that provide different contribution rates within the same job classification other than during the specified waiting period as defined in Number 3 above. (Different contribution rates for substantially different job descriptions or classifications are permissible as determined by the Trustees in their sole discretion. To illustrate this concept: driver, warehouse, office, mechanic, sales, production would be considered substantially different descriptions/classifications under this provision.)

In administering the foregoing provisions, the Trustees, with regard to the interpretation of these Guidelines, will attempt to accommodate the bona fide needs of the parties to Pension Agreements as long as the Pension Agreements are not detrimental to the Plan. The Trustees, while retaining sole discretion over these issues, invite the parties to Pension Agreements to present proposals to the Trustees in advance of their adoption so that the Trustees may advise the parties on the acceptability of such proposals.

## **TRUSTEE POLICY ON ACCEPTANCE OF EXTENDED, RENEWED, MODIFIED OR REPLACED PENSION AGREEMENTS WHERE EMPLOYER IS ON REFERRAL TO DELINQUENCY COLLECTION ATTORNEYS**

If a Covered Employer has been on referral to the Trust Fund's attorneys for a period of three months or more for collection of delinquent pension contributions due under a Pension Agreement, then the decision of whether to accept as a Pension Agreement any extensions, renewal, modification or replacement of that Pension Agreement shall be made by the Chairman and Co-Chairman/Secretary, acting jointly, rather than by an Area Administrative Office of the Trust Fund.

This Policy shall not apply to an extension, renewal, modification or replacement of a Pension Agreement where the sole reason the Covered Employer is on referral is a delinquency discovered through an examination of the books and records of the Covered Employer by the Trustees or their representatives or resulting from a Trust billing for contribution amounts supplemental to amounts the Covered Employer has reported to the Trust Fund on monthly transmittal report forms.

This Policy is supplemental to, and not in derogation of, the existing authority of the Chairman and Co-Chairman/Secretary to determine whether a collective bargaining agreement or other written agreement qualifies as a Pension Agreement and whether Employer Contributions under such agreement are accepted under the rules and regulations of the Trust Fund.