

RESOLUTION 2023 - 23

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, APPROVING
COLLECTIVE BARGAINING AGREEMENT WITH
TEAMSTERS LOCAL 760 – DIVISION SUPERVISORS**

(January 1, 2023 through December 31, 2025)

WHEREAS, authorized staff representing the City of Sunnyside have engaged in collective bargaining with the Teamsters Local 760 – Division Supervisors, for a new collective bargaining commencing January 1, 2023 through December 31, 2025, concerning wages, hours of work and working conditions, all pursuant to Chapter 41.56 RCW; and

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

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

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

SECTION 1. That the collective bargaining agreement, a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference, by and between the City of Sunnyside and Teamsters Local 760 – Division Supervisors, is hereby approved; and the City Manager is hereby authorized to execute and administer such agreement for and on behalf of the City of Sunnyside.

SECTION 2. Upon execution and approval, such agreement will be effective as and from January 1, 2023 in accordance with the terms thereof.

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

PASSED this 28th day of August, 2023.



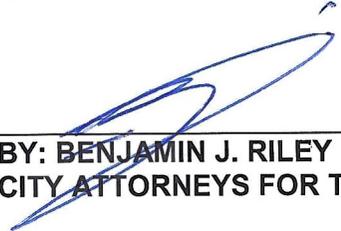
DEAN BROERSMA, MAYOR

ATTEST:



JACQUELINE RENTERIA, CITY CLERK

Approved as to form:
SAXTON RILEY & RILEY, PLLC:



BY: BENJAMIN J. RILEY
CITY ATTORNEYS FOR THE CITY OF SUNNYSIDE

EXHIBIT A

COLLECTIVE BARGAINING AGREEMENT

by and between

THE CITY OF SUNNYSIDE

and

TEAMSTERS LOCAL 760 — DIVISION SUPERVISORS

January 1, 2023 to December 31, 2025

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COLLECTIVE BARGAINING AGREEMENT
by and between the
CITY OF SUNNYSIDE
and
TEAMSTERS LOCAL 760—DIVISION SUPERVISORS

ARTICLE 1- PREAMBLE

- 1.1 This Agreement is made and entered into by and between the **CITY OF SUNNYSIDE, WASHINGTON**, hereinafter called the "City," and **GENERAL TEAMSTERS Local 760**, hereinafter referred to as the "Union," for the purpose of fixing the scale of wages, schedule of hours, and working conditions affecting the employees.

ARTICLE 2 - RECOGNITION AND BARGAINING UNIT

- 2.1 The City recognizes the Union as the exclusive bargaining agent for all supervisor employees covered by this Agreement and working in the following departments: Public Works, Municipal Court, Corrections/Jail, Finance, Community and Economic Development, Parks and Recreation, and Dispatch.

ARTICLE 3 - UNION SECURITY AND DUES CHECK-OFF

- 3.1 **Joining the Union:** All employees in this bargaining unit have the right to voluntarily join the Union. The Union as the Exclusive Bargaining Representative agrees to carry out its responsibilities under RCW 41.56.080.
- 3.2 **Questions about the Union Membership:** If an employee has questions about Union membership, the Employer will remain neutral and direct the employee to discuss this topic with a Union Staff Representative. The Union's Staff Representative shall address the employee's inquiry as soon as possible.
- 3.3 **Signed Dues Deduction Authorization:** Current union members and those who choose to pay monthly dues via a signed payroll deduction authorization will have their dues deducted once a month. When the City hires a new employee the City 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.
- 3.4 When provided a "Voluntary Check-off" authorization, in the form furnished by the Union and signed by the employee, the City agrees to deduct from that employee's pay, the Union's regular initiation fee and/or dues, as prescribed in the "Voluntary Check-off" form. The full amount of monies so deducted by the City shall be promptly forwarded to the Union by check or ACH, along with an alphabetized list showing names and amounts deducted from each employee.

ARTICLE 4 - RIGHTS OF PARTIES

- 4.1 **Management Rights:** The City has certain core management rights which it has the right to exercise without bargaining about the decisions(s) and the effect(s). These core management rights, unless spelled out otherwise in this agreement, are inclusive but not limited to:
- 4.1.1 The right to direct and supervise all operations of the work force;
- 4.1.2 The right to plan, direct and control all the operations and services of the City;
- 4.1.3 The right to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted inclusive of but not limited to hours of work, shifts (alternate shifts), crew sizes, automation, changes in technology and any other topics associated with the methods, means, organization and number of personnel;
- 4.1.4 The right to hire, assign, transfer and promote employees;
- 4.1.5 The right to determine the need for educational courses and to assign employees to such courses to be decided by the City and paid for by the City;
- 4.1.6 The right to demote, suspend without pay, discipline or discharge for just cause;
- 4.1.7 The right to relieve employees due to lack of work or funds;

- 4.1.8 The right, from time to time, to establish and modify and enforce reasonable rules and regulations subject to providing ten (10) working days' notice except in the event of an emergency, in which case as much notice as practicable will be provided;
- 4.1.9 The right to determine at all times, the City's budget and to enforce employment actions based on the City's assessment of budgetary needs and constraints
- 4.1.10 The right to determine any emergencies as defined by the Employer;
- 4.1.11 The right to create new job descriptions or to modify existing job descriptions from time to time subject only to the Union's right to bargain about the pay for such position(s) but not the content of the job description(s) unless the modification to the existing job descriptions could reasonably lead to a current incumbent becoming disqualified for their existing job. Should that happen, the Union shall have the right to bargain the proposed language changes in the content to the existing job description.

The foregoing listing of management rights of the City shall not be deemed to exclude other core management rights of the City not specifically set forth above which have been previously determined as such by PERC.

- 4.2 **Union:** The Union does not waive any right the Union has under applicable State Laws including but not limited to the right to require the City to bargain collectively concerning any subject matter held by State Laws to be mandatory which is not otherwise covered by this Agreement.

ARTICLE 5 - DEFINITIONS OF EMPLOYEES

- 5.1 Temporary (Interim) Employee: A temporary (Interim) employee is one who has been appointed by the City to a supervisory position with the City. Such an employee may work on a full-time basis as prescribed by the City. Such temporary supervisor employee(s) shall not be used to displace regular full-time employees and, furthermore, temporary supervisor employees shall not be used as a subterfuge by the City to avoid the hiring of regular full-time employees. In no event shall a temporary supervisor employee be in such capacity for longer than three (3) consecutive months unless extended for a longer period by mutual agreement of the City and the Union.
- 5.2 Regular Full-time Employee: A Regular Full-time employee is one who has been appointed by the appointing authority of the City, has successfully completed his probationary period, is employed on a regular basis for forty (40) hours in a work week, is paid per the attached salary schedule for the type of work performed. A regular full-time employee is entitled to accrue the full benefits and conditions of this Agreement.
- 5.3 Probationary Employee: A probationary employee is one who is appointed by the appointing authority of the City to a position authorized by the City. A probationary period shall be not less than twelve (12) consecutive months. A probationary employee shall work under the provisions of this Agreement but shall be on a trial basis as determined by the City.
 - 5.3.1 A probationary employee serving their first twelve (12) consecutive months of employment with the City can be terminated at any time during the probationary period without just cause and any recourse. Such a discharge during the probationary period by the City is not grievable under this Agreement, either by the Union or the employee.
 - 5.3.2 A Regular employee serving a probationary period in a new position may be discharged only pursuant to the provisions of Article 7.6.
 - 5.3.3 No probationary or temporary employee will be used while a regular employee is on layoff due to lack of work or lack of funds, who is qualified and able to perform the work.
- 5.4 All employees hired and performing Division Supervisor work within the classifications of Article 15.4 shall be included within the scope of the bargaining unit.
 - 5.4.1 **Bargaining Unit Work:** All employees listed in Article 15.4 of this agreement are considered members of the bargaining unit and only members of the bargaining unit shall perform work of the bargaining unit.

ARTICLE 6 – SENIORITY AND LAYOFF

- 6.1 No employee shall acquire seniority until he has become a regular employee under this Agreement. A regular employee is one who has successfully completed twelve (12) consecutive calendar months of service with the City and shall be considered to have acquired such status upon his first date of employment, or the date of his last break in service, whichever is the later. Seniority shall be based on a departmental basis (Public Works, Municipal Court, Corrections/Jail, Community and Economic Development, Finance, Parks and Recreation, and Dispatch) and a separate list of employees arranged in the order of their department seniority shall be given to the Union annually.
- 6.1.1 Seniority is defined as: First (1st), an employee's length of service within a departmental job classification; second (2nd), the continuous length of service within a department; and lastly, the continued service with the City.
- 6.2 The seniority of an employee shall be considered broken, all rights forfeited, and there is no obligation under this Agreement to rehire when the employee:
- 6.2.1 voluntarily leaves the service to the City.
- 6.2.2 is discharged for just cause.
- 6.2.3 is laid off due to lack of work, lack of funds, budgetary constraints or reorganization for more than twelve (12) consecutive calendar months.
- 6.2.4 is absent from work because of non-occupational illness or injury not to exceed twelve (12) consecutive calendar months, unless extended by the City.
- 6.2.5 is absent from work because of occupational illness or injury not to exceed eighteen (18) consecutive calendar months, unless extended by the City.
- 6.2.6 leaves the bargaining unit to accept a position with the City outside the bargaining unit except as provided for in Sections (6.4).
- 6.2.7 fails to return to work upon recall from an indefinite lay-off within seven (7) calendar days after receipt of written notice from the City at his last known address appearing on the City's records.
- 6.2.8 is absent from work with no notice to the Employer for a period of three (3) or more consecutive workdays.
- 6.3 There shall be no deduction from continuous service for any time lost which does not constitute a break in service as set forth herein.
- 6.4 Layoff – Recall. The Employer has the right to determine when a layoff becomes necessary. In reducing the personnel because of lack of work, lack of funds, budget restraints or reorganization or other legitimate reason, the City shall make every attempt to adhere to the premise of "the least senior employee within a job classification or department shall be the first (1st) laid off; on returning employees to work, the last employee laid off within a job classification shall be the first (1st) rehired", in making such determination the employee's qualifications, skills, abilities, experience and education to perform all the duties of the position and necessary certifications shall be considered, including training/time needed to ascertain such qualifications and certifications.
- 6.5 In the event of a layoff, the City agrees to give the employees a minimum of ten (10) working days' notice. Each employee shall give the City at least ten (10) working days' notice prior to leaving City employment. This shall not apply to dismissals carried out under Article 20.
- 6.5.1 Should either party fail to give the 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, holidays excepted.

ARTICLE 7 - PROMOTIONS - RE-ASSIGNMENT - POSTING - TRIAL PERIOD

- 7.1 The term "promotion" shall mean the advancement of an employee to a position of greater responsibility and a higher paying assignment of work.
- 7.1.1 The term re-assignment shall mean the assignment of an employee, at the employee's request, to a position the employee considers to be in his interest regardless of the wage rate.

- 7.2 Notices of opening(s) in positions covered by this Agreement, shall be posted at appropriate City locations and a copy sent to the Union. The notices will contain a description of the job, the qualifications, job site location, wage rates, and hours of work.
- 7.2.1 The City will make every effort to maintain the current staffing level. In reducing the personnel because of lack of work, lack of funds, budget restraints or reorganization or other legitimate reason, the Employer has the right to determine when such becomes necessary. In the event that a reduction in force appears to be necessary, the City will notify the union in writing. The parties agree to meet and explore options and alternatives including renegotiating wages, vacations and benefits prior to the reduction in force becoming effective in an effort to avert such action.
- 7.3 Application forms for the open position(s) will be available at the City's personnel office and the opening(s) will remain posted for a period of not less than five (5) working days. Employees wishing to make application for the open position must do so within such period.
- 7.4 The applicant who is most qualified for the position advertised by virtue of training, experience, performance, ability, reliability, job attendance, dependability and physical fitness shall fill the open position. When qualifications are substantially equal between applicants, the employee with the highest seniority standing will fill the position.
- 7.5 Nothing herein will preclude the City from making temporary assignments during posting periods. An employee who has successfully bid a new position opening shall serve a probationary period of not more than twelve (12) months at his new position. Exception: The City may grant an extension to this twelve (12) month probation period. Should the employee fail to satisfactorily perform the duties of his new position as required by the City, or should he elect to return to his former position, he must do so without exception within the twelve (12) month probation period, or extension thereof, and he shall be reinstated to his former position or a comparable position unless he is discharged for just cause.
- 7.6 A lateral transfer of an employee between positions covered under this Agreement shall not affect his seniority rights.

ARTICLE 8 - DEMOTION OR TRANSFER

- 8.1 The term "demotion or transfer" shall mean the re-assignment of an employee (not requested by the employee) from:
- Demotion: a) his present position to a lower paying position.
- Transfer: b) the moving of an employee from one classification to another work classification involving a significant change of duties at no change in pay.

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

ARTICLE 9 - SICK LEAVE - OTHER LEAVES

- 9.1 State Paid Sick Leave Law. Employer agrees to comply with RCW 49.46.210.
- 9.2 Regular employees shall accumulate sick leave on the basis of eight (8) hours per month from the first (1st) day of employment.
- 9.3 An employee shall be entitled to Sick Leave benefits when he is absent from his duties by reason of his sickness or injury, or when through exposure to contagious diseases, his presence at work would jeopardize the health of others. Notification of absence on account of illness or injury shall be given to the Department Director or his designee on the first (1st) day of absence. Failure to notify the Department Director or his designee prior to the start of their regular assigned shift or within a reasonable period of time, may constitute cause for loss of leave pay and subject the employee to disciplinary action. A Department Director or his designee may require a doctor's statement from the employee, verifying the employee's condition which prevented him from returning to work.

- 9.3.1 Daily sick leave payments shall mean one day's pay at the employee's regular straight time pay rate for those days the employee would have worked had the disability not occurred, calculated at straight time. Should an eligible employee use less than one (1) full day of sick leave, such sick leave shall be deducted for the actual time away from the job on an hour-for-hour basis.
- 9.3.2 Sick leave pay shall be integrated with Article 17, Health Care Benefit Program, accident and sickness weekly income benefit so that the sum of the daily sick leave allowance hereunder and the aforesaid Health Care Benefit Plan shall not exceed one hundred percent (100%) of the regular daily rate at straight time for any one (1) day. Any portion of the sick leave pay allowance not received by the employee by reason of any such reduction shall be retained in his employee's sick leave pay account as part of his accumulated sick leave pay credits.
- 9.4 Sick Leave on Vacation: Whenever an employee off duty on paid vacation is ill or injured during that period, he may request that the City charge such absence to his sick leave account by sending prompt notice of illness or injury and a doctor's statement verifying same to his Department Director or his designee. Remaining vacation shall then be deferred.
- 9.5 Washington State Paid Family Medical Leave. The City shall comply with the 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. Sick leave pay may be used to supplement the Washington PFML program. Payment of sick leave benefits to supplement the PFML benefits shall not exceed one hundred percent (100%) of the regular rate of pay for any one (1) day.
- 9.6 Sick Leave to Care For a Child: The Employer shall allow an employee to use the employee's accrued sick leave to care for a child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision. Use of sick leave shall be governed by the provisions of Section 9.1, above.
- 9.7 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. Additional FMLA provisions are specified in Appendix B and adopted here by reference.
- 9.8 Personal Day: Employees covered by this Agreement may be absent from work the equivalent of one work day per year without loss of pay or benefits to attend to personal business that must take place during normal work hours. Such absence shall be charged against the employee's sick leave bank, if any is available. If no sick leave is available, such time shall be deducted from any other leave bank as determined by the employee. Leave shall be taken in no less than one (1) hour increments.
- 9.9 Maternity Leave: No pregnant 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 they are able to safely perform the duties of their job, and as long as their physician, in writing, advises. Periodic reports from their physician concerning the advisability of continuing work may be required by the Employer. Absence for maternity will be first charged against any sick leave accrued, then charged against any holiday time or vacation time as may have been accrued. Leaves of absence for maternity may be granted by the City Manager in accordance with the provisions of City 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.
- 9.10 Workmen's Compensation. 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.

9.10.1 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.

9.11 Sick Leave Maximum & Incentive: Any unused sick leave allowance in any year shall accumulate year to year, not to exceed one hundred thirty (130) days, into a bank for the future use of an employee, provided that an employee who accrues more than one thousand forty (1,040) hours of sick leave as of December 31st of any year shall be compensated for the sick leave hours accrued in excess of one thousand forty (1,040) hours at the rate of twenty-five percent (25%) of his or her sick leave in excess of one thousand forty (1,040) hours at his or her current salary rate. The compensation for excess accrued sick leave shall be paid to the eligible employee with the January 15th payroll of the following year. In addition, employees shall receive cash out of twenty-five percent (25%) of their accrued sick leave bank upon death, leaving employment after ten (10) years of employment, excluding termination for misconduct which is described in Article 20 of this Agreement (i.e. dishonesty, drinking, drugs, etc.), or retiring from the City of Sunnyside (pursuant to the DRS guidelines for retirement).

9.12 Leave of Absence: The City may grant a leave of absence for a period of up to six (6) months. This period may be extended by mutual agreement between the Union and the City. Such leave of absence shall be in writing with a copy to the Union. Employees granted a leave of absence in accordance with this provision shall not suffer a break in seniority during such leave of absence or any extension thereof.

9.13 Bereavement Leave - When a regular full-time or regular part-time employee is absent from work due to the death of a member of their immediate family, such employee may be granted up to five (5) consecutive working days off, with approval of their Department Director. Immediate family shall include the spouse, parent, child, brother, sister, grandparents, grandchildren, and all applicable "step" and "in-law" 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 their Director. Additional time off may be granted in exceptional circumstances by the City Manager or designee. Any additional time off may be charged as Sick Leave, Vacation, or other leave bank at the option of the employee.

ARTICLE 10 - TERMINATION OF EMPLOYMENT

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

10.1.1 Accrued and unused vacations.

10.1.2 Overtime for which pay has been authorized.

- 10.2 Upon separation of employment, the employee's lump sum payout shall be limited to two hundred forty (240) hours of vacation leave. Any time in excess of two hundred forty (240) hours shall be taken by the employee prior to the employee's termination date. At no time shall any lump sum pay out exceed two hundred forty (240) hours during the final two (2) years of employment prior to termination in order to avoid excess compensation as determined by the Department of Retirement Systems and in order to comply with State Law concerning pension calculations. This shall not in any way limit the employee's timely pay for time worked in the current, or previous pay period.
- 10.3 In case of death of an employee, such compensation shall be made to the next of kin of the deceased in accordance with State Statute (R.C.W., Title 11).
- 10.4 A lapse in service of an employee for a period of time longer than thirty (30) working days by reason of resignation or discharge shall serve to eliminate the accumulated length of service of such employee for sick leave and vacation benefits and compensation, and such employee thereafter reentering the service of the City shall be considered a new employee.

ARTICLE 11- JURY DUTY

- 11.1 When a regular employee covered by this Agreement is called for Jury Duty, or through no fault of his/her own is subpoenaed as a witness to testify in any municipal, county, state or federal court and cannot reasonably avoid being absent from work he/she shall advise his/her supervisor upon receipt of such call, and if taken from his work for such service, shall be reimbursed as provided herein for any loss of wages while actually performing such service. The employee will reimburse to the City his/her Jury Duty or subpoena pay excluding those monies for travel and meal allowances. In the event an employee initiates proceedings, or due to circumstances of a personal nature said employee is not eligible for compensation under this Article.
- 11.1.1 Any employee reporting for Jury Duty or subpoenaed as above, and if excused for the balance of that day, shall report as soon as possible to his supervisor for purpose of work assignment.

ARTICLE 12 - VACATIONS

- 12.1 All eligible employees shall accrue and be granted vacation with pay according to the following schedule:

Years of Service	Annual Accumulated	Monthly (hours)
Beginning with one (1) year and through three (3) years	96 hours	8.00 hours
Beginning with year four (4) through year five (5)	120 hours	10.00 hours
Beginning with year six (6) through year nine (9)	144 hours	12.00 hours
Beginning with year ten (10) through year thirteen (13)	160 hours	13.33 hours
Beginning with year fourteen (14) 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 through year twenty-four (24)	208 hours	17.32 hours
Beginning with year twenty-five (25) and beyond	224 hours	18.67 hours

- 12.1.1 Only one (1) employee within the same division shall be allowed to be off at the same time without prior approval of the Department Director or designee.

- 12.2 Pro-rata vacation shall be paid to all employees who are discharged, laid off, or who quit.
- 12.3 Absence from work because of disability due to sickness or accident will not be deducted from employee's accrued time for vacation benefits providing such absence is supported by acceptable medical evidence of disability and providing employee returns to work promptly upon being able to do so. No vacation shall accrue during a leave of absence.
- 12.4 New employees shall accrue vacation during their first year of employment, however, no vacations may be taken during the first six (6) months of employment. No vacation shall accrue during a leave of absence.
- 12.5 Maximum accrued vacation shall be limited to three hundred (300) hours as of December 31, of any year. Vacation hours in excess of the three hundred (300) hours may be converted on an hour for hour basis to sick leave subject to the maximum sick leave accrual amount. Under no circumstances shall the City be liable for payment of accrued but unused vacation leave in excess of two hundred forty (240) hours at the time of retirement, separation or discharge.

ARTICLE 13 - HOLIDAYS

- 13.1 Eligible employees will observe and be paid for the following recognized holidays, and all other days recognized by the City regardless upon which day of the week the holiday should fall:
- New Year's Day
 - Memorial Day
 - Labor Day
 - Day After Thanksgiving
 - Martin Luther King, Jr. Day
 - Juneteenth
 - Veteran's Day
 - Christmas Day
 - President's Day
 - Independence Day
 - Thanksgiving Day
 - Floating Holiday
- 13.2 When a holiday falls on a Saturday, the Friday prior to shall be observed, and when a holiday falls on a Sunday, the Monday following shall be observed as the holiday.
- 13.3 Holiday Premium Pay: Any employee who works on any of the aforementioned holidays, shall receive premium pay at one and one-half (1-1/2) 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 (1-1/2) times the number of hours worked on such holidays to be scheduled off by mutual agreement between the employee and the City; or to be paid.
- 13.4 Holidays which occur during vacation or sick leave shall not be charged against said leaves.

ARTICLE 14 - HOURS OF WORK - OTHER WORK PROVISIONS

- 14.1 The Parties recognize the work performed by the members of this bargaining unit is supervisory in nature. Employees covered by this agreement are accountable for their work product, meeting the objective of the City and subject to policies applicable to all overtime exempt employees.
- 14.1.1 Work-Day - Work Week: For regular full-time employees, the normal work week shall consist of;
- five (5) consecutive eight (8) hour days followed by two (2) consecutive days off;
 - Or four (4) consecutive ten (10) hour days followed by three (3) consecutive days off.
- The workweek shall commence 12:00 am on a Monday – and end on 11:59 pm Sunday. All employees shall be allowed one (1) hour un-paid period for lunch. Any change of the normal workday or workweek as defined in this Section shall be mutually agreed between the City and a majority of the affected employees.
- 14.1.2 Administrative Leave Time Option: The FLSA exempt positions shall be granted eighty (80) hours, per year, of administrative leave time in recognition of the extraordinary time spent by them in the duties of their positions. Subject to prior written approval of the Department Director or his/her designee, the employees will arrange to take their administrative leave time off so as to not put an excessive burden on their fellow workers. Therefore, any accrued administrative leave time remaining on the books at the end of December of any given year will be lost.
- 14.2 An employee who does not have a City-owned service vehicle at his residence and who must respond after

regular work hours shall be paid a stipend of seven dollars and fifty cents (\$7.50) for mileage and travel in their personal vehicle to travel to and from picking up City-owned service equipment. In the event the employee has City-owned service equipment at his residence, no mileage or travel pay shall be required.

- 14.3 Rest Periods: All employees shall be granted a fifteen (15) minute rest break approximately half-way through the first half (1/2) of their shift and a fifteen (15) minute rest break approximately half-way through the second half (1/2) of their shift. Such breaks shall be taken without loss of pay and the employee shall not be required to make up such time. The fifteen (15) minutes allowed for each break shall include shutdown and startup time.
- 14.3.1 Employees shall not combine their rest periods with their lunch or elect to forego their rest periods and/or lunch to leave work early.

ARTICLE 15 - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

- 15.1 2023 salaries underwent a parity adjustment which modified the salary ranges of all classifications following a compensation study by the City, and guaranteeing a four percent (4%) cost of living adjustment for each member. Cost of Living Adjustment for year 2024 is five percent (5%). Cost of Living Adjustment for year 2025 is four percent (4%). Detailed wage information can be found in Appendix A – Wage Scale and Cost of Living Increases, attached hereto and incorporated by this reference. There is no “cross-over” of work performed between city Departments covered by this agreement.
- 15.2 Spanish Language: Employees who are proficient bi-lingual (English/Spanish) in writing and speaking shall receive a premium equal to three percent (3.00%) of their base monthly salary. Qualification to receive this premium shall be determined by the City Manager.
- 15.3 All employees under this Agreement shall receive annual longevity pay. The amount stated below will be added to the employee’s base wage earning per month for purposes of tax and benefit deductions, but will be held for lump sum payment once per year, each November.

Such payment shall be calculated as a percentage of base wages according to the following schedule of years of service:

Years of Service	5 Years	10 Years	15 Years	20 Years
	1%	1.75%	2.5%	3.25%

- 15.4 Definitions and Direction for Division Supervisors
 - 15.4.1 Public Works Supervisors - A Public Works Division Supervisor is one who is working and engaged in, but not limited to, supervising the employees performing work in the following Divisions: Water, Street, Sewer, and the Facilities Maintenance. Public Works Division Supervisors will be under the direct authority of the Public Works Director and/or Deputy Public Works Director.
 - 15.4.2 Municipal Court Administrator – The Court Supervisor is the Administrator of the Court and is one who is working and engaged in, but not limited to, supervising the employees performing work in the Municipal Court. The Municipal Court Administrator will be under the direct authority the Municipal Court Judge, but will also report to the Administrative Services Director for issues of City Personnel Policy, administration of this Collective Bargaining Agreement, and other general City concerns.
 - 15.4.3 Jail Administrator/Corrections Supervisor – The Corrections Supervisor is the Administrator of the Jail and is one who is working and engaged in, but not limited to, supervising the employees performing work in the City Jail. The Corrections Supervisor will be under the direct authority of the Chief of Police and/or Police Commander.
 - 15.4.4 Finance Supervisor – The Finance Supervisor is one who is working and engaged in, but not limited to, supervising the employees performing work in the Finance Department. The Finance Supervisor will be under the direct authority of the Administrative Services Director.
 - 15.4.5 Community Development Supervisor – The Community Development Supervisor is one who is working and

engaged in, but not limited to, supervising the employees performing work in the following Community and Economic Development Department. The Community Development Supervisors will be under the direct authority of the Community and Economic Development Director.

- 15.4.6 Parks and Recreation Supervisor – The Parks and Recreation Supervisor is one who is working and engaged in, but not limited to, supervising the employees performing work in the following Divisions: Recreation, Aquatics, and Community and Cultural Facilities. Based on the current organization and needs of the City, the Parks and Recreation Supervisor will be under the direct authority of one of the following Directors: Public Works Director, Community and Economic Development Director, or Administrative Services Director.
- 15.4.7 Dispatch Supervisor – The Dispatch Supervisor is one who is working and engaged in, but not limited to, supervising the employees performing work in the Police Dispatch Center. The Dispatch Supervisors will be under the direct authority of the Chief of Police and/or Police Commander.

ARTICLE 16 - HEALTH CARE BENEFIT PROGRAMS

- 16.1 The employer provides the following medical, dental, and vision coverage for eligible members:

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

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

- 16.1.1 Eligibility threshold for Washington Teamsters Welfare Trust medical insurance requiring an employer contribution shall be for each Regular Full-time employee who has eighty (80) compensable hours in the previous month. Compensable hours include, but are not limited to regular hours, overtime, vacation, sick, holiday and severance pay.
- 16.1.2 Responsibility for Payment of Premiums: 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.
- 16.1.3 Each employee has been provided a copy of this labor agreement, and current copies of the benefit booklet for each health care coverage named in Section 16.1 above. It is the responsibility of the employee to read these health care booklets, to determine when he will become eligible for each benefit. In the event an employee should have a month go by in which he is not compensated for the required number of hours for the City to pay his premium, it is the employee's responsibility to immediately contact the Local Union office to determine which of the benefits allow self-payments to continue the coverage for him and family. If an employee misplaces any of the booklets, he should contact the Local Union office for a replacement copy.

ARTICLE 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 17 and Article 19 shall be remitted in a lump sum not later than ten (10) business days after the last business day of such preceding month.

ARTICLE 18 - ACCEPTANCE OF TRUSTS

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

ARTICLE 19 - RETIREMENT CONTRIBUTION-INDUSTRIAL ACCIDENT INSURANCE OASI-SUPPLEMENTAL PENSION PLAN

- 19.1 The City shall pay into the appropriate employee retirement program, Industrial Insurance and OASI as required, and at the prescribed rate, by law.
- 19.2 The bargaining unit members pre-tax wages shall be reduced each month by the amounts paid on account of each member pursuant to sections 19.2.1 and 19.2.2 hereof. The Employer is not obligated to make any contributions beyond the amounts by which the contractual wage rates are reduced now or in the future.
- 19.2.1 In lieu of an identical amount of pre-tax wages of each bargaining unit member, per city department, the Employer shall pay each month into the Western Conference of Teamsters Pension Trust Fund for every hour for which compensation was paid up to a maximum of 2080 hours per year, said amount to be computed monthly. The Employer will contribute \$43.33 per month per employee.

Public Works Supervisors - (\$2.00) per compensable hour

City Court Supervisor - (\$0.25) per compensable hour

.Correction/Jail Supervisor - (\$0.50) per compensable hour.

Finance Supervisor – (\$0.00) per compensable hour.

Parks and Recreation Supervisor – (\$1.00) per compensable hour.

Community and Economic Development – (\$2.00) per compensable hour.

Dispatch Supervisor – (\$2.00) per compensable hour.

- 19.2.2 The employees covered by this Agreement may in November, individually upon majority departmental vote by secret ballot, elect to increase the amount diverted from wages into the Western Conference of Teamsters Pension Trust Fund for each contract year. Such election will be effective January 1 of the following year. This may take place each year, for the term of the Agreement.

ARTICLE 20 - DISCHARGE - SUSPENSION - WRITTEN WARNING NOTICE

- 20.1 The City may discipline an employee for just cause, but no employee shall be disciplined unless a written notice of investigation has previously been given to such employee and/or the Union, setting forth the complaint against said employee concerning his work or conduct. This written notice of investigation shall only be required for disciplinary actions 20.1.1 (b) through (e). Written notice of investigation shall be given within fourteen (14) calendar days of the date of such violation, or within fourteen (14) calendar days from the date such violation became known to the City. The City shall then have reasonable time to investigate the violation. The employee shall be given an opportunity, in a Loudermill pre-disciplinary action meeting, to respond, orally or in writing, to the complaint(s), and to state why disciplinary action should not be taken. The notice shall specify the nature of the complaint and shall include an explanation of the evidence of the complaint. The explanation of evidence shall not, however, be construed to limit the evidence which may later be produced at any disciplinary hearing(s), nor shall it preclude the introduction of evidence which explains, clarifies, adds more detail or documentation regarding the complaint, or which is introduced to present a more complete case, or which is the project of continued investigation.

No prior disciplinary action notice shall be necessary if the cause for discharge is dishonesty, drinking related to

his employment, carrying unauthorized passengers, gross insubordination, illegal possession and/or use of federally designated drug abuse items, willful destruction of public property, or such other misconduct which is so serious in nature as to justify discharge without such prior disciplinary action.

20.1.1 Disciplinary actions shall include only the following:

- (a) Verbal reprimand, which may be documented in writing;
- (b) Written reprimand;
- (c) Suspension;
- (d) Demotion (where applicable);
- (e) Discharge/Termination

- 20.2 The City shall give a copy of such disciplinary actions to the employee, and a copy sent to the Union at the time it is given to the employee. An employee may protest such disciplinary actions pursuant to the provisions of Article 21 of this Agreement.
- 20.3 An employee and/or the Union shall have the right to protest any such discharge or suspension. Any such protest shall be presented to the City Manager or his designee in writing within fourteen (14) calendar days after the discharge or suspension and if not presented within such period, the right of protest shall be waived.
- 20.4 The Union shall immediately take this protest up with the City Manager or his designee, and if it is not resolved within twenty-one (21) calendar days, the matter may be submitted to arbitration pursuant to the terms of Article 21, of this Agreement.
- 20.5 In the case of a suspension without pay, the City has the option of offering the affected employee the opportunity to serve such suspension by deducting the equivalent amount of time from the employee's vacation or comp time accrual.

ARTICLE 21 - GRIEVANCE AND ARBITRATION PROCEDURE

- 21.1 Policy: The parties recognize that the most effective accomplishment of the work of the City requires prompt consideration and equitable adjustments of the employee's grievances. It is the desire of the parties to adjust grievances informally whenever possible, and both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there may be grievances which can be resolved only after a formal review. Accordingly, the following procedure is hereby established in order that grievances of employees covered by this Agreement may be resolved as fairly and expeditiously as possible.
- 21.2 "Grievance" as used herein shall mean any dispute involving the interpretation or application of the provisions of this Agreement.
- 21.2.1 STEP 1: An employee having a concern which he feels could be a grievance shall bring up the matter within fourteen (14) calendar days of the concern giving rise to the grievance, or within fourteen (14) calendar days after such matter became known to the employee, or it shall be deemed waived. The employee is to first (1st) discuss the matter with 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 he feels it is necessary.
- 21.2.2 STEP 2: The grievance shall be referred to a committee consisting of four (4) members, of which two (2) are appointed by the City and two (2) appointed by the Union. Such committee members will not have first-hand knowledge or information of the grievance or dispute, but shall have a basic understanding of the operation, and shall attempt to reach a majority decision, based on the facts and evidence presented to them, by the City and Union designees (who shall not serve as committee members). If such committee fails to reach a majority decision on such dispute or grievance submitted to it within fourteen (14) calendar days, such dispute or grievance may be moved to Step 3 in an attempt to resolve. Nothing shall preclude either party the right to

submit the dispute or grievance to arbitration after this Step.

- 21.2.3 STEP 3: An attempt will be made to resolve the grievance with the City Manager, the Union and the grievant(s) within fourteen (14) calendar days of the conclusion of Step 2. If the grievance or dispute is not satisfactorily resolved within an additional twenty-one (21) calendar days, then, either party shall have the right to submit the dispute or grievance to arbitration.
- 21.2.4 STEP 4: If the matter is submitted to arbitration, the City and the Union may select an impartial arbitrator within fourteen (14) calendar days after the agreement 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 Employees Relations Commission to submit a list of seven (7) 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 of the names submitted until only one (1) name remains. The person whose name remains shall be selected as the sole arbitrator.
- 21.3 The arbitrator shall 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 this Agreement in any of its parts.
- 21.4 The arbitrator's fees and expenses, the cost of any hearing room, shall be borne equally by the City and the Union. All other costs and expenses shall be borne by the party incurring them.
- 21.5 The City 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, provided, however, said time limitations may be waived by mutual agreement, but in no event shall failure to comply with the above time limits deprive the arbitrator of authority to decide the grievance.
- 21.6 All grievances as defined in this Article shall be settled in accordance with the procedures outlined above, and there shall be no lockout, strike, interruption of work, slowdown, or other interference with production during the life of this Agreement.

ARTICLE 22 - MAINTENANCE OF STANDARDS - MISCELLANEOUS PROVISIONS

- 22.1 Work Rules: The Union and the City 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 City. The City may establish reasonable work standards which shall take into account all factors relating to the work assignment.
- 22.2 Union Non-Discrimination: Neither the Union nor the Employer will discriminate against any employee in the application of the terms and conditions of this Agreement.
- 22.3 Bargaining Unit Work: Employees who are members of the bargaining unit shall perform work of the bargaining unit.
- 22.4 The City 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 Appendixes.
- 22.5 New Job Classifications: In the event new job classifications are established within operations covered by this Agreement, only the wage rates shall be subject to negotiations between the parties. The rates agreed upon shall be effective as of the date they are agreed to. In the interim, the employee will be paid at the rate established by the Employer.
- 22.6 Access: Authorized agents of the Union shall have access to the City'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 City's working schedule and services.
- 22.7 Work Rules: The Union recognizes the right of the City to establish such reasonable employer rules and

personnel policies governing disciplinary matters, as long as such rules and policies are provided to the employees and are not in conflict with the terms and provisions of this Agreement.

- 22.8 Non-Discrimination: The parties to this Agreement acknowledge their responsibilities under Title VII of the Civil Rights Act of 1964 and the Age Discrimination in Employment Act of 1967, and do hereby agree not to discriminate on the basis of race, color, religion, sex, national origin, or age.
- 22.9 Gender: Where masculine gender has been used in any provision of this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for any position, classification, or the benefits provided in this Agreement.
- 22.10 Medical Exams: Any physical examination (including inoculations), required by the City shall be taken on Employer time and shall be paid by the City, after submission to the Employer's medical insurance carrier, provided said services are by a certified physician or institution.
- 22.11 Uniforms: The City shall supply uniforms each year for employees covered under this Agreement in the Public Works and Police Support Divisions. At the City's sole option, the City may elect to directly purchase the uniforms supplied to the employees or it may elect to contract with a uniform supply company for uniforms. If the employer purchases the uniforms, the employees shall be responsible for laundry and minor repairs of the uniforms. Uniforms that are damaged beyond repair shall be turned in to the Department and the Department shall promptly replace the uniform pieces that are damaged. Employees may utilize City-owned laundry facilities to the extent that the City has made them available. The City shall supply additional coveralls and/or uniforms as needed for all employees covered under this Agreement. Protective clothing and equipment required by the City will be furnished by the City. The City shall supply these coveralls and/or uniforms for employees covered under this Agreement where necessary to identify the employee and protect his personal clothing.
- 22.11.1 The City will compensate employees listed in 22.11 above, three hundred (\$300.00) dollars per year to be paid on the last payroll of January of each calendar year of this contract for the purchase of appropriate work-related clothing of the employee's choosing. The employee shall wear the clothing when on the job.
- 22.11.2 No employee shall wear any protective equipment, clothing or uniforms, in part or in whole, in the performance of any duties outside of the normally assigned duties for the City of Sunnyside without the express written permission of the Department Head. Failure to fully comply with this requirement shall subject the employee to disciplinary action that may include potential termination of employment.
- 22.12 Safety Standards: It is agreed between the City and the Union that both parties will cooperate fully in carrying out the requirements of the State Safety Standards as prescribed by State Law. Because appropriate procedures are already established outside the agreement, this Article shall not be subject to the grievance procedure.
- 22.13 Liability Coverage: No employee shall be disciplined or suffer liability for any act done within the scope of his employment in the performance of his or her employment duties where the performance of such act was done at the direction of the Employer and where the method and manner of the performance of said act was directed by the Employer, provided, however, that the employee shall notify the Employer, through his or her supervisor or through the Department Head of his or her concern, if any, about the propriety or safety of such act. If the employee is licensed and/or qualified to perform specialized duties, said employee shall, further, review the directed method and manner of performing said act, in light of the requirements and standards for performing such tasks, to evaluate compliance therewith. In no event shall the Employer be liable for acts performed by an employee outside the scope of his employment nor shall the Employer be liable for intentional acts carried out by the employee. In no event shall the Employer be liable for punitive damages. Any liability of the Employer for acts performed by an employee within the scope of his employment shall be limited to the coverage provided by the City's liability insurance.
- 22.14 C.D.L. Endorsement: Any employee required, as a condition of employment or promotion, as determined by the City to possess any certifications or licenses other than a basic Washington State Drivers License shall be reimbursed by the Employer for any costs required by the City and associated with obtaining and/or maintaining such certifications and licenses. This shall not apply to study time for obtaining and maintaining certifications and licenses. Employees shall be solely responsible for obtaining and maintaining valid WSDL and

failure to do so shall be just cause for discharge.

- 22.15 Cellular Phones: The City provides cellular phones to the members of this unit for the purposes of productivity and safety; it remains the employees' responsibility to use city provided cellular phones solely for these purposes.
- 22.15.1 Cell phones and plans will have basic call and text functions and shall not be used for personal use (Except for de minimus personal emergencies) Cell phone use in violation of any local, state or federal law or city cell phone policy is prohibited.

ARTICLE 23 - PERSONNEL FILES

- 23.1 Subject to the limitations stated in RCW 49.12.260, employees shall have the right to review material in their personnel files upon written request during regular business hours between 8:00 AM and 5:00PM, Monday through Friday. The employee may have a representative of the Union accompany him or her if so desired. Upon request, copies of documents in the personnel file shall be provided by the Employer to the employee.
- 23.2 The personnel file shall contain all annual evaluation reports that have been completed and such other material that would assist in evaluating the employee.
- 23.3 Materials, including evaluations, judged by the employee to be negative and/or derogatory may be answered or rebutted by the employee in writing. Such written response shall be attached to the material in question and become a part of the personnel file.
- 23.4 The Employer will provide the employee with a copy of any material that is placed in his or her personnel file within fourteen (14) calendar days of such action.
- 23.5 Any written reprimand or warning received by an employee shall be maintained in the employee's personnel file for a maximum of one (1) year.
- 23.6 After three (3) years, an employee may have derogatory materials, including records of suspension, other than yearly evaluations or written warnings (see section 23.5 above) expunged from the employee's file, provided that similar misconduct has not taken place within such three (3) years, in which case all reports of similar misconduct will remain in the employee's file for three (3) years from the date of the latest incident giving rise to the derogatory material being placed in the employee's file.
- 23.7 When an employee reviews his or her personnel file, he will sign and date the review only to indicate the review.
- 23.8 Other records retained in the personnel file and subject to review by the employee upon written request include, but are not limited to: (1) Employee's application form; (2) Certification records; (3) Payroll information; (4) Routine correspondence; and (5) Evaluations.

ARTICLE 24 - CONTINUATION OF WORK

- 24.1 The City and the Union agree that the public interest requires efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone nor shall any employee engage in any work stoppage, including any strike, slow-down, and refusal to perform any customarily assigned duties, sick leave absence which is not bona fide or other interference with the City functions by employees under this Agreement. Should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employee in any bargaining unit shall be deemed a work stoppage if any of the above activities has occurred.
- 24.2 Upon notification in writing by the City to the Union that any of its members are engaged in a work stoppage, the Union shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the City with a copy of such order. The employee shall not be entitled to any pay and benefits during such strike or work stoppage and further may be subject to disciplinary action up to and including discharge.

ARTICLE 25 - RANDOM DRUG TESTING

- 25.1 The City and Local #760 support a drug free community and in an effort to set an example for the citizens and more particularly the youth of our city have agreed that all represented employees will be subject to a program of random drug testing administered by an independent third party. This program will be a condition of employment for all employees in this bargaining unit. Any employee covered by this bargaining agreement who tests positive shall be subject to disciplinary action including discharge from employment with the City.
- 25.2 Any employee in this bargaining unit who tests positive for any alcohol or illegal drugs, or prescriptions drugs which could negatively affect their job performance and for which they do not have a valid prescription or which they are not using as directed by their physician, or who refuses to take such test will be subject to disciplinary action including termination of employment with the City. Any employee in this bargaining unit who tests positive shall, on the first such occurrence, be immediately removed from the work place and placed on unpaid administrative leave and shall report to a City approved substance abuse counselor for evaluation as directed by their Department Head and shall not return to work until said counselor has notified the Department Head that the employee does not pose a threat to him/herself or other employees and has by written agreement enrolled in an appropriate rehabilitation program. Said employee shall be required to meet all the terms of the rehabilitation program and be subject to additional testing at least monthly until released from the program. For a period of two (2) years such employees shall be subject to testing up to six (6) times in each twelve (12) month period. Any subsequent positive test during the remaining tenure of the employee or refusal of the employee to submit to any required test or failure to complete any of the terms of the rehabilitation program for such employees shall result in termination of employment.
- 25.3 Any employee who voluntarily advises their Department Head that they have a drug or alcohol problem and who agrees to a plan of treatment or rehabilitation shall not be subject to disciplinary action for the first occurrence so long as they fully comply with the terms of the treatment or rehabilitation program. The treatment or rehabilitation program must be approved by the Department Head and the employee must agree that the provider of the program shall share with the Department Head periodic reports on the employee's participation and the final results of the program. Any employee who fails to meet the terms of the program and has a subsequent positive test or has a second occurrence shall be subject to termination of employment with the City.

ARTICLE 26 - SAVINGS CLAUSE

- 26.1 If any Article or Section of the Agreement or any Appendixes thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement or any Appendixes thereto shall continue in full force and effect. The Article or Section held invalid 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 City agrees to be bound by the Union's position if approved by any tribunal of competent jurisdiction, or a tribunal agreed to by the parties.

ARTICLE 27 - TERM OF AGREEMENT

27.1 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. 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. Language changes shall be effective beginning from the date of signing by the last signing party.

Signed for:
CITY OF SUNNYSIDE

Signed for:
TEAMSTERS LOCAL 760

By _____
Elizabeth Alba, City Manager

By _____
Leonard J. Crouch, Secretary Treasurer

Date _____

Date _____

Represented by:

Jamison Horner, Human Resources

Richard Salinas, Business Representative

Date _____

Date _____

APPENDIX "A" – WAGE SCALE AND COST OF LIVING INCREASES

ARTICLE 1A – PARITY ADJUSTMENTS AND COST OF LIVING INCREASES

- 1A.1 The 2023 wage scale adjusts unit classifications to comparable organizations based on a 2022 salary study of local governments with similar attributes of location, size, tax revenue, and services provided. The agreement provides a minimum four percent (4%) Cost of Living Adjustment (COLA) to base wages for all members. Regular Full-Time Employees hired before August 1, 2023 will enter the adjusted salary range at the Step that provides the employee the minimum COLA increase, retroactive to January 1, 2023 or their position start date, whichever is earlier.
- 1A.2 The negotiated COLA for 2024 is a five percent (5%) increase to the base wages of the 2023 Step A wage, which will increase by five percent (5%) for each consecutive Step B through E.
- 1A.3 The negotiated COLA for 2025 is a four percent (4%) increase to the base wages of the 2024 Step A wage, which will increase by five percent (5%) for each consecutive Step B through E.

ARTICLE 2A – IMPLEMENTATION OF PARITY ADJUSTMENT FOR CURRENT AND NEW EMPLOYEES

- 2A.1 Current unit members employed before August 1, 2023 will enter the 2023 wage scale at the step which provides for a minimum four percent 4% COLA increase, retroactive to January 1, 2023, regardless of their years of service or actual position start date prior to January 1, 2023. Employees will progress through the steps following twelve (12) months of service on each step, effective January 1 of each year until they reach Step E.
- 2A.2 Current unit members who entered service in the unit between January 1, 2023 and August 1, 2023 will enter the 2023 wage scale at the step which provides for a minimum four percent (4%) COLA increase, retroactive to their date of employment within the unit. Employees will progress through the steps following twelve (12) months of service on each step, effective on their anniversary date of employment within the unit.
- 2A.3 Employees entering service in the unit on or after August 1, 2023 will be placed on an appropriate step on the wage scale, and will progress through the steps following twelve (12) months of service on each step, effective on their anniversary date of employment within the unit.

ARTICLE 3A – WAGE SCALES FOR 2023, 2024, and 2025

3A.1 2023 Wage Scale

DIVISION SUPERVISORS - Effective January 1, 2023 - Parity Adjustment										
CLASSIFICATION		STEP A		STEP B		STEP C		STEP D	STEP E	
Court Administrator	A	86,028.60	A	90,330.03	A	94,846.53	A	99,588.86	A	104,568.30
	M	7,169.05	M	7,527.50	M	7,903.88	M	8,299.07	M	8,714.03
Community Development Supervisor	A	84,353.47	A	88,571.14	A	92,999.70	A	97,649.69	A	102,532.17
	M	7,029.46	M	7,380.93	M	7,749.98	M	8,137.47	M	8,544.35
Finance Supervisor	A	83,565.87	A	87,744.16	A	92,131.37	A	96,737.94	A	101,574.84
	M	6,963.82	M	7,312.01	M	7,677.61	M	8,061.50	M	8,464.57
Jail Administrator	A	82,583.81	A	86,713.00	A	91,048.65	A	95,601.08	A	100,381.13
	M	6,881.98	M	7,226.08	M	7,587.39	M	7,966.76	M	8,365.09
Public Works Supervisor	A	79,210.50	A	83,171.03	A	87,329.58	A	91,696.06	A	96,280.86
	M	6,600.88	M	6,930.92	M	7,277.47	M	7,641.34	M	8,023.41
Parks and Recreation Supervisor	A	79,136.72	A	83,093.56	A	87,248.24	A	91,610.65	A	96,191.18
	M	6,594.73	M	6,924.46	M	7,270.69	M	7,634.22	M	8,015.93
Dispatch Supervisor	A	78,814.30	A	82,755.02	A	86,892.77	A	91,237.41	A	95,799.28
	M	6,567.86	M	6,896.25	M	7,241.06	M	7,603.12	M	7,983.27

3A.2 2024 Wage Scale

DIVISION SUPERVISORS - Effective January 1, 2024 - 5% COLA										
CLASSIFICATION		STEP A		STEP B		STEP C		STEP D	STEP E	
Court Administrator	A	90,330.03	A	94,846.53	A	99,588.86	A	104,568.30	A	109,796.72
	M	7,527.50	M	7,903.88	M	8,299.07	M	8,714.03	M	9,149.73
Community Development Supervisor	A	88,571.14	A	92,999.70	A	97,649.69	A	102,532.17	A	107,658.78
	M	7,380.93	M	7,749.98	M	8,137.47	M	8,544.35	M	8,971.57
Finance Supervisor	A	87,744.16	A	92,131.37	A	96,737.94	A	101,574.84	A	106,653.58
	M	7,312.01	M	7,677.61	M	8,061.50	M	8,464.57	M	8,887.80
Jail Administrator	A	86,713.00	A	91,048.65	A	95,601.08	A	100,381.13	A	105,400.19
	M	7,226.08	M	7,587.39	M	7,966.76	M	8,365.09	M	8,783.35
Public Works Supervisor	A	83,171.03	A	87,329.58	A	91,696.06	A	96,280.86	A	101,094.90
	M	6,930.92	M	7,277.47	M	7,641.34	M	8,023.41	M	8,424.58
Parks and Recreation Supervisor	A	83,093.56	A	87,248.24	A	91,610.65	A	96,191.18	A	101,000.74
	M	6,924.46	M	7,270.69	M	7,634.22	M	8,015.93	M	8,416.73
Dispatch Supervisor	A	82,755.02	A	86,892.77	A	91,237.41	A	95,799.28	A	100,589.24
	M	6,896.25	M	7,241.06	M	7,603.12	M	7,983.27	M	8,382.44

3A.3 2025 Wage Scale

DIVISION SUPERVISORS - Effective January 1, 2025 - 4% COLA										
CLASSIFICATION		STEP A		STEP B		STEP C		STEP D	STEP E	
Court Administrator	A	93,943.23	A	98,640.39	A	103,572.41	A	108,751.03	A	114,188.58
	M	7,828.60	M	8,220.03	M	8,631.03	M	9,062.59	M	9,515.72
Community Development Supervisor	A	92,113.99	A	96,719.69	A	101,555.67	A	106,633.45	A	111,965.12
	M	7,676.17	M	8,059.97	M	8,462.97	M	8,886.12	M	9,330.43
Finance Supervisor	A	91,253.93	A	95,816.63	A	100,607.46	A	105,637.83	A	110,919.72
	M	7,604.49	M	7,984.72	M	8,383.96	M	8,803.15	M	9,243.31
Jail Administrator	A	90,181.52	A	94,690.60	A	99,425.13	A	104,396.39	A	109,616.21
	M	7,515.13	M	7,890.88	M	8,285.43	M	8,699.70	M	9,134.68
Public Works Supervisor	A	86,497.87	A	90,822.76	A	95,363.90	A	100,132.10	A	105,138.71
	M	7,208.16	M	7,568.56	M	7,946.99	M	8,344.34	M	8,761.56
Parks and Recreation Supervisor	A	86,417.30	A	90,738.17	A	95,275.08	A	100,038.83	A	105,040.77
	M	7,201.44	M	7,561.51	M	7,939.59	M	8,336.57	M	8,753.40
Dispatch Supervisor	A	86,065.22	A	90,368.48	A	94,886.90	A	99,631.25	A	104,612.81
	M	7,172.10	M	7,530.71	M	7,907.24	M	8,302.60	M	8,717.73

APPENDIX "B" -- FAMILY MEDICAL LEAVE ACT

ARTICLE 1B - GENERAL PROVISIONS

- 1B.1 Availability of Leave: Subject to the conditions and privileges below, an eligible employee shall be entitled to a total of 12 work weeks of leave during any 12-month period for one or more of the following:
- Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- Because of the placement of a son or daughter with the employee for adoption or foster care.
- In order to care for the spouse or a son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition.
- Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
- 1B.2 Definition of Certain Terms
- 1B.2.1 "Eligible Employee" means an employee who has been employed (a) for at least 12 months by the employer, and (b) for at least 1,250 hours of service with such employer during the previous 12-month period.
- 1B.2.2 "Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves (a) in-patient care in a hospital, hospice, or residential medical care facility; or (b) continuing treatment by a health-care provider.
- 1B.2.3 "Health-care Provider" means (a) a doctor of medicine or osteopathy, who is authorized to practice medicine or surgery (as appropriate) by the state in which the doctor practices; or (b) any other person determined by the U. S. Secretary of Labor to be capable of providing health-care services.
- 1B.2.4 "Son or Daughter" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is (a) under 18 years of age; or (b) 18 years of age or older and incapable of self-care because of a mental or physical disability.
- 1B.2.5 "Spouse" means a husband or wife, as the case may be.
- 1B.3 Birth or Placement of Child - Computation of Leave
- The entitlement to leave because of the birth of a son or daughter of the employee, in order to care for such son or daughter, or because of the placement of a son or daughter with the employee for adoption or foster care, shall expire at the end of the 12-month period beginning on the date of such birth or placement.
- 1B.4 Leave Taken Intermittently or on a Reduced-leave Schedule:
- 1B.4.1 General Provisions: Leave taken because of the birth of a son or daughter of the employee, in order to care for such son or daughter; or, because of the placement of a son or daughter with the employee for adoption or foster care, shall not be taken by an employee intermittently or on a reduced-leave schedule unless the employee and the employer agree otherwise. Leave under paragraphs (3) or (4) of Subsection A above may be taken intermittently or on a reduced-leave schedule when medically necessary, and the employer determines that such intermittent or reduced-leave schedule will not unduly disrupt the operations of the employer. The taking of leave intermittently or on a reduced-leave schedule pursuant to this paragraph shall not result in a reduction of the total amount of leave to which the employee is entitled beyond the amount of leave actually taken.
- 1B.4.2 Temporary Transfer: If an employee requests intermittent leave, or leave on a reduced-leave schedule, but such leave is foreseeable based on planned medical treatment, the employer may require such employee to transfer temporarily to an available alternative position offered by the employer for which the employee is qualified and that (a) has equivalent pay and benefits; and
- (b) better accommodates recurring periods of leave than the regular employment position of the employee.
- 1B.5 Required Use of Accrued Paid Leave: An employee taking family and/or medical leave shall be required to substitute and first use accrued paid vacation leave, sick leave, compensatory time, emergency leave, and any other accrued paid personal leave, for leave provided under this policy. Family and/or medical leave taken in excess of the employee's accrued paid vacation leave, sick leave, compensatory time, emergency leave, and

any other accrued paid personal leave, shall be without compensation.

- 1B.6 Both Spouses Employed by the City: In any case in which a husband and wife entitled to family and/or medical leave are employed by the City of Sunnyside, the aggregate number of work weeks of leave to which both may be entitled shall be limited to 12 work weeks during any 12-month period, if such leave is taken because of the birth or placement of a son or daughter, or in order to care for a sick parent.

ARTICLE 2B - PROCEDURES

2B.1 Foreseeable Leave

2.F.1.1 Requirement of Notice: In any case in which the necessity for leave is foreseeable based on an expected birth or placement of a son or daughter, the employee shall provide the employer with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave under such subparagraph, except that if the date of the birth or placement requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

2.F.1.2 Duties of Employee. In any case in which the necessity for leave (a) in order to care for the spouse or a son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition; or (b) because of a serious health condition that makes the employee unable to perform the functions of the position of such employee, is foreseeable based on planned medical treatment, the employee:

- (a) Shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health-care provider of the employee, or the health-care provider of the son, daughter, spouse, or parent of the employee, as appropriate; and
- (b) Shall provide the employer with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave under such subparagraph, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

2B.2 Certification

2B.2.1 A request for leave (a) in order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter or parent has a serious health condition, or (b) because of a serious health condition that makes the employee unable to perform the functions of the position of such employee, shall be supported by a certification issued by the health-care provider of the eligible employee or of the son, daughter, spouse, or parent of the employee, as appropriate. The employee shall provide, in a timely manner, a copy of such certification to the employer.

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

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

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

2B.4 Resolution of Conflicting Opinions

(a) In General. In any case in which the second opinion described above differs from the opinion in the original certification, the employer may require, at the expense of the employer, that the employee obtain the opinion of a third health-care provider designated or approved jointly by the employer and the employee.

(b) Finality. The opinion of the third health-care provider concerning the information certified shall be considered to be final and shall be binding upon the employer and the employee.

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

ARTICLE 3B - EMPLOYMENT AND BENEFITS PROTECTION

3B.1 Restoration to Position

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

(a) To be restored by the employer to the position of employment held by the employee when the leave commenced; or

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

3B.2 Loss of Benefits

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

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

3B.4 Certification

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

3B.5 Maintenance of Health Benefits

3B.5.1 Coverage. Except as provided in Subparagraph 2 below, during any period that an eligible employee takes family and/or medical leave, the employer will maintain existing health insurance coverage, as available, for the duration of such leave at the level and under the conditions coverage would have been provided if the employee has continued in employment continuously for the duration of such leave.

3B.5.2 Failure to Return from Leave: The employer may recover the premium the employer paid for maintaining coverage for the employee under such health insurance plan during any period of unpaid family and/or medical leave if:

(a) The employee fails to return from leave after the period of leave to which the employee is entitled has expired; and

(b) The employee fails to return to work for a reason other than:

i. The continuation, recurrence, or onset of a serious health condition that entitles the employee to leave (a) in order to care for the spouse, or a son, daughter, or parent, of the employee, or (b) because of a serious health condition that makes the employee unable to perform the functions of the position of such employee; or

ii. Other circumstances beyond the control of the employee.

3B.6 Resolution of Conflicting Opinions

In general, in any case in which the second opinion described above differs from the opinion in the original

certification, the employer may require, at the expense of the employer, that the employee obtain the opinion of a third health-care provider designated or approved jointly by the employer and the employee.

Finality. The opinion of the third health-care provider concerning the information certified shall be considered to be final and shall be binding upon the employer and the employee.

3B.7 Subsequent Recertification: The employer may require that the eligible employee obtain subsequent recertification on a reasonable basis.

3B.8 Restoration to Position

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

i. To be restored by the employer to the position of employment held by the employee when the leave commenced; or

ii. To be restored to an equivalent position with equivalent employment benefits, pay, or other terms and conditions of employment.

3B.9 Loss of Benefits

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

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

3B.11 Certification

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

3B.12 Maintenance of Health Benefits

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

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

(a) The employee fails to return from leave after the period of leave to which the employee is entitled has expired; and

(b) The employee fails to return to work for a reason other than:

(c) The continuation, recurrence, or onset of a serious health condition that entitles the employee to leave (a) in order to care for the spouse, or a son, daughter, or parent, of the employee, or (b) because of a serious health condition that makes the employee unable to perform the functions of the position of such employee; or

(d) Other circumstances beyond the control of the employee.

ARTICLE 4B - FORMS

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