

**COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
CITY OF PROSSER
AND
TEAMSTERS LOCAL UNION NO. 839**
*Affiliated with the International Brotherhood of
Teamsters*



SWORN POLICE OFFICERS

**JANUARY 1ST, 2019 THROUGH DECEMBER
31ST, 2021**

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AGREEMENT
BETWEEN
CITY OF PROSSER, POLICE DEPARTMENT
AND
TEAMSTERS LOCAL UNION NO. 839
Affiliated with the International Brotherhood of Teamsters

Representing the Police Department Employees,
Police Officers

THIS AGREEMENT is entered into by and between City of Prosser, Police Department, and the City Council of the City of Prosser, hereinafter referred to as City or Employer, and Local 839, Teamsters, Warehousemen, Garage Employees and Helpers and Food Processing Union, representing the Police Department, Police Officers, hereinafter referred to as the Union.

ARTICLE 1- RECOGNITION

- 1.1 The City recognizes the Union as the exclusive bargaining agent in all matters of wages, hours and conditions of employment for all full-time and regular part-time police officers of Prosser Police Department; excluding elected officials, officials appointed for a fixed term, the Chief of Police, confidential employees, temporary employees and all other employees of the City of Prosser.
- 1.2 Bargaining Unit Work - Only 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. With the exception, the Lieutenants shall be able to perform bargaining unit work on a routine basis.
- 1.3 Management Rights
- Section 1. The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.
- Section 2. The City has the right to schedule work as required in a manner most advantageous to the department, consistent with requirements of municipal employment, the public safety, and consistent with the bargaining Agreement.
- Section 3. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.
- Section 4. Subject to the provisions of this Agreement, the City reserves the right:
- a. To recruit, assign, transfer or promote members to positions within the department;
 - b. To determine methods, means and additional personnel necessary for departmental operations for employees;
 - c. To control the departmental budget; and
 - d. To take whatever actions are necessary in emergencies in order to assure the proper functioning of the department.

In matters not covered by specific language of this Agreement, the City retains the exclusive right to take action(s) and such action(s) shall not be subject to the grievance procedure contained herein, except as provided by law.

ARTICLE 2 - CONTINUATION OF WORK

- 2.1 The City and the Union agree that the public interest requires efficient and uninterrupted performance of all Police services and to that end pledge their best efforts to avoid or eliminate any conduct to the contrary of this objective. Specifically, per RCW 41.56.490, during the term of this Agreement the Union shall not cause or condone any work stoppage, including any strike, slowdown, and refusal to perform any customarily assigned duties, sick leave absence which is not bona-fide, or other interference with Police functions by employees under this Agreement. Should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by an employee in any bargaining unit shall be deemed work stoppage if any of the above activities have occurred.
- 2.2 Upon notification in writing by the City to the Union that any of the Union's members are engaged in work stoppage, the Union shall, immediately, in writing, order such members to immediately cease engaging in such work stoppage and shall provide the City with a copy of such order. The employee may be subject to disciplinary action.

ARTICLE 3 - SENIORITY AND ADVANCEMENT

- 3.1 An employee shall establish seniority when he/she becomes a regular employee of the City. An employee acquires status upon his/her first date of employment or at the end of his/her last break in service.
- 3.2 During the period of time before an employee is assigned status as a regular employee he/she shall be considered a probationary employee and seniority will not apply. After the employee is assigned regular status in accordance with Article 1, his/her name shall then appear on the appropriate seniority list as of the first date of employment. The first date of employment shall be used for purposes of figuring vacations, advancements, and sick leave for which an employee is entitled.
- 3.3 Seniority by classification shall prevail in the case of layoff or rehire. The last employee hired shall be the first employee laid off and the last employee laid off shall be the first employee rehired. If there is any question of any senior employee being qualified to perform the work available in the case of layoff and rehire, the City must show cause for not rehiring or laying off such senior employee.
- 3.4 A break in seniority shall occur if an employee is discharged, providing the City shows just cause, or quits. A break in seniority shall also occur if an employee has a total lapse of employment of twelve (12) months due to illness or *injury*; twelve (12) months or more due to an authorized leave of absence or layoff.
- 3.5 In the event two (2) or more employees become regular employees on the same date, the date of written application of such employee filed with the City of Prosser for the position involved shall establish seniority.
- 3.6 **TEMPORARY ADVANCEMENT** - In the event a member of the Union is appointed by the Chief of Police or other appointive power to any supervisory position, by written or oral order, he/she shall assume the duties of acting supervisory personnel, i.e., Sergeant, Lieutenant. The appointed member shall receive his/her regular wage for fifteen (15) days.

Should such appointment continue, the appointed member shall be compensated, in addition to his/her regular wage, the difference between his/her regular wage and the wage of the position he/she is acting. The increase wage shall begin on the sixteenth (16th) day and continue until the appointment expires.

ARTICLE 4 -- HOURS OF WORK AND OVERTIME

4.1 **HOURS OF WORK** - The basic work week shall be forty (40) hours, exclusive of overtime and shall consist of five (5) consecutive eight (8) hour days within a calendar week. Three shifts per day and each shall be eight (8) hours in duration, including meal time. The starting and expiration times shall be consistent with the schedule outlined by the Chief of Police. Days off shall be consecutive. No overtime shall be paid for regularly scheduled Saturday or Sunday work. Other shifts may be implemented by mutual agreement of the Union and the Chief of Police. Work schedules shall be posted three (3) weeks in advance of the schedule.

4.2 **OVERTIME** - Overtime which has been specifically authorized by supervisory or command personnel and is performed in excess of eight (8) hours at straight time in one (1) day (24) hours shall be paid for at one and one-half (1-1/2) times the employee's regular wage. All extra shift work and extra duty that is performed shall be compensated for at the rate of time and one-half (1-1/2) the employee's regular wage, providing that the extra shift work and extra duty received authorization of a supervisor. An employee that works more than twelve (12) consecutive hours shall receive double (2) time for the hours worked in excess of twelve (12) hours. Overtime for all holiday hours worked shall be compensated for at a rate of two and one-half (2-1/2) times the employee's regular wage.

If ten (10) hour shifts are implemented, based on mutual agreement, then an employee that works more than fourteen (14) consecutive hours shall receive two (2) times the employee's regular wage for hours worked -in excess of fourteen (14) hours.

4.3 **COURT TIME** - In the event a member of the Union is subpoenaed or required to appear in court outside his/her regular shift hours, he/she shall be paid a minimum of two (2) hours or actual court time, whichever is greater, at a rate of time and one-half (1-1/2) his/her regular wage. Should notification of cancellation not be given prior to 5 PM the day prior to the court appearance, then the minimum two (2) hours pay shall be paid.

4.4 **OFF DUTY CALL OUTS** - In the event a member of the Union is called out during off duty hours, excluding hold over and early reporting time contiguous with the end or, start of a regularly scheduled shift and regularly scheduled meetings, he/she shall be paid and shall work a minimum of two (2) hours or actual call out hours, whichever is greater, at a rate of time and one-half (1-1/2) his/her regular wage. Call outs must be approved by the shift supervisor.

4.5 **COMPENSATORY TIME OFF** - If an employee elects to take compensatory time off in lieu of overtime pay, the compensatory time shall be at the rate of time and one-half (1-1/2) to a maximum accrual of 40 hours. Compensatory time shall not be taken if such would result in payment of overtime for replacement employees.

ARTICLE 5 - HOLIDAY PAY

5.1 Employees shall be paid for ten (10) holidays at eight (8) hours straight time, i.e., ten (10) days X eight (8) hours in the November pay period. During the year, holidays shall be treated as regular days of work or rest for the purpose of scheduling. Employees who are regularly scheduled to work on a day which is listed as a holiday for the City, i.e., New Year's Day,

Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day shall receive one and one-half (1-1/2) their regular rate of pay for hours worked, i.e., 1-1/2 X regular rate of pay.

Regular part-time employees shall receive the above referenced holiday compensation on a pro-rata basis.

- 5.2 Employees shall take one (1) floating holiday during the calendar year. For the purpose of scheduling and compensation, the floating holiday shall be treated as a regular day of work or rest and shall not result in additional compensation for any hours worked or while on a day off.

ARTICLE 6 - VACATIONS

6.1 **VACATION DAYS EARNED** - All members of the Union herein above defined shall be entitled to vacation, with pay, at his/her regular wage according to the following schedule (regular part-time employees shall receive vacation on pro-rata basis):

- a. Between zero (0) and four (4) years of service, one hundred and twenty (120) hours vacation.
- b. Five (5) years of service, but less than ten (10) years, one hundred and forty-four (144) hours vacation.
- c. After ten (10) years of service, twelve hours per month, plus .67 hour per month for each additional year of service up to a maximum of twenty-two (22) hours per month.

6.2 **MAXIMUM VACATION DAYS**

- a. Not more than two hundred sixty-four (264) hours vacation may be earned by any member during any anniversary year.
- b. Not more than two hundred forty (240) hours vacation may be accrued.

6.3 **TERMINATION** - In the event of termination, the member shall be paid at his/her regular wage for all vacation days accrued. This provision shall not apply to employees who are within the probationary period at time of separation.

6.4 **VACATION SCHEDULES**

- a. Time of vacation shall be subject to approval of the Chief of Police. Vacation requests of less than 2 days should be submitted at least 48 hours prior to the time being requested off. Vacation requests of 3 days or longer normally shall be submitted at least 30 days prior to the requested time off.
- b. Vacation schedules will be established by the Chief of Police and in so far as operating conditions and other needs permit, seniority will be considered in requests by members of the Union for specific times for their vacations. Preference in vacation scheduling shall be given to employees by seniority. With respect to extra days off, such preference shall be given in order of employee request. Operating conditions and shift minimums shall be determining factors in allowing the use of vacation days.

- c. No vacations may be taken during the first six (6) months of employment.
- d. No vacation days will be accrued during a leave of absence.
- e. In the event of an unexpected personnel shortage or work overload, the City may cancel vacation without the payment of overtime and reschedule the vacation at a mutually agreeable time. Employees that have made travel plans shall be accommodated if the cancellation of vacation will result in economic loss.

6.5 VACATION BUY BACK - Annual Vacation Buy Back will be paid out once a year in the month of December. An employee may elect to exercise the vacation buy back option, and if they do so, the City shall compensate them up to the maximum of eighty (80) hours at the straight time rate of pay. Employees may only buy back vacation up to the maximum of eighty (80) hours if he/she has taken a minimum of eighty (80) hours vacation in the year, and provided that after that buy back the employee maintain a minimum balance of forty (40) in their vacation bank. Regular part-time employees shall not be eligible to receive vacation buyback.

ARTICLE 7 - SICK LEAVE. LONGEVITY. PERSONAL DAYS

7.1 SICK LEAVE

- a. All members of the Union shall earn eight (8) hours sick leave per month. (Regular part-time employees shall earn sick leave on a pro-rata basis).
- b. All members of the Union may accrue a maximum of nine hundred sixty (960) hours sick leave.
- c. All members of the Union shall be paid for fifty percent (50%) of unused sick leave accrued at the date of his/her voluntary separation of employment, retirement or their beneficiary upon death, provided that at the time of retirement, voluntary termination, or death, he/she has a minimum of three hundred sixty (360) sick leave hours accrued and up to a maximum of seven hundred twenty (720) sick leave hours, at the rate of his/her wage in effect at the time of retirement, voluntary separation of employment or death. Should an employee die while in the line of duty, such beneficiary shall be paid for (100%) of the employee's unused sick leave, within the minimum and maximum (360-960) as above listed.
- d. The City and the Union agree to comply with the State Family Leave Statute.
- e. Absence due to an employee illness may require a physician's release at the discretion of management. Request for a release, for less than 3 consecutive days of absence, shall be discussed with the Union Representative before such is requested.

f. Sick Leave Donation

1. The employee requesting the donation must have exhausted all paid accrued leaves.
2. The employee(s) donating leave must maintain at a minimum 173.3 hours of sick leave after donation.
3. No employee may donate more than 40 hours sick leave within a one year period.

7.2 LONGEVITY PAY- Bargaining Unit employees will receive longevity compensation in addition to base salaries upon reaching the top step of the salary schedule. Upon reaching the top step of the salary schedule employees will receive ten dollars (\$10.00) per month for every year of service thereafter to a maximum of one hundred dollars (\$100.00) per month.

- a. Longevity *pay* shall be paid once yearly, by December 15th, of each year. Part time employees shall receive longevity pay on a pro-rata basis.
- b. Employees who terminate before the annual payment of their longevity pay shall be paid at an amount prorated to the length of time employed, during the year in which they terminate.
- c. The maximum yearly amount shall be one thousand two hundred dollars (\$1,200.00) per member.

ARTICLE 8 - COMPENSATION SCHEDULE

8.1 WAGE SCHEDULE - See Appendix A.

8.2 EDUCATION - Bargaining unit members will receive an additional 2% to their base pay per month for an "AA" degree or Criminal Justice Degree or an additional 3% to their base pay per month for a "BA/BS" Degree. The school used to obtain the degree shall be recognized and accepted by the City of Prosser.

8.3 HOURLY RATE FORMULA - The hourly rate of pay determined by dividing the monthly pay rate by one hundred seventy three point three (173.3) hours. (Example: monthly rate: by 173.3).

8.4 UNIFORM CLEANING - Effective January 1, 1990, the thirty (\$30.00) per month Uniform Cleaning Allowance was added to each employee's base wage and not paid as a cleaning allowance.

8.5 BI-LINGUAL PAY - The employer agrees to pay an additional 3% to their base pay monthly.

ARTICLE 9 - ANTI-DISCRIMINATION

9.1 It is mutually understood that the City will not in any manner discriminate against *any* member of the Union as the result of such member's legal activities on behalf of the Union

and in furtherance of the legal purposes of the Union.

- 9.2 It is agreed between the City and the Union that certain members of the Union, being the elected officers or agents of the Union, will have occasion to attend meetings, conferences and be involved in other duties with reference to the business of the Union. Those who are acting as officers and agents shall be given time off from their duties with full pay and allowance to attend such business of the Union. Time off with pay for members to attend conferences shall be a maximum of forty (40) hours per year for the total bargaining unit. Time off must be approved by the Chief of Police.

ARTICLE 10 - GRIEVANCE AND DISPUTE RESOLUTION

- 10.1 Scope of Grievance Procedure - The purpose of this Grievance Procedure is to establish effective machinery for the fair, expeditious, and orderly adjustment of grievances. Only matters involving the interpretation, application, or enforcement of the express terms of this Agreement shall constitute a grievance.
- 10.2 Either the Union or the Employer may process grievances each against the other to allege contract violations and enforce the party's respective rights. Union or Employer grievances shall enter the procedure at Step 3 and be subject to all applicable time limits, other provisions, and to mediation arbitration.

10.3 STEPS

Step 1. The aggrieved employee, with or without his representative shall meet with the supervisor and/or his/her designee within fifteen (15) working days, and orally discuss the grievance. The Supervisor and/or his/her designee shall make the decision and orally communicate this decision to the aggrieved employee within five (5) working days from the initial presentation of the grievance. Every effort shall be made by the employee and the Supervisor and/or his/her designee to resolve the grievance at this level.

Step 2. If the grievance is not resolved at Step 1, the aggrieved employee shall submit a written grievance to the Chief of Police and/or his/her designee within five (5) working days following the oral response. The written grievance at this step and all steps thereafter, shall contain the following information:

1. a statement of the grievance and the facts upon which it is based;
2. the alleged violation of the Agreement;
3. the remedy or adjustment sought; and
4. the signature of the aggrieved employee.

The Chief of Police and/or his/her designee shall respond in writing to this grievance within fifteen (15) working days of its receipt. The written response at this step, and management responses at all steps thereafter, shall contain the following information:

1. an affirmation or denial of the facts upon which the grievance is based;
2. an analysis of the alleged violation of the Agreement;
3. the remedy or adjustment, if any, to be made; and
4. the signature of the appropriate management representative.

Step 3. If the grievance is not resolved at Step 2, the aggrieved employee shall submit the grievance to the City Administrator within fifteen (15) working days following the Chief of Police and/or his/her designee's written response. The City Administrator shall respond in writing to this grievance within fifteen (15) working days of its receipt. The requirement in Step 2 for written grievances and responses shall not preclude the aggrieved employee and the appropriate management representative from orally discussing and resolving the grievance.

Management grievances shall be submitted to the Union. Either Union or Management grievances shall be submitted within fifteen (15) working days of the occurrence prompting the grievance and shall be answered within fifteen (15) working days. Union and Management grievances shall be subject to expedited mediation arbitration and other provisions in Step 4.

Step 4. If the grievance has not been resolved at Step 3, the Union or management may refer the dispute to Expedited Mediation Arbitration as provided below. The parties shall notify the Employer or Union in writing of submission to Expedited Mediation Arbitration within fifteen (15) working days after receipt of the City Administrator's written response at Step 3.

Failure of either party to meet the above referenced time lines shall result in the grievance being advanced to the next step.

10.4 PANEL OF STANDING MEDIATOR-ARBITERS - The parties agree to timely establish a panel of three (3) standing mediator - arbiters to hear and resolve all contract disputes. If the two parties cannot agree on a panel then a list of eleven (11) names shall be obtained from either the Public Employment Relations Commission or the American Arbitration Association. The parties shall alternately strike names until three (3) remain. Each person selected shall serve in turn regarding a single grievance dispute. If unavailable, the next listed person shall serve. The mediator - arbiters shall thus serve in rotation. PERC staff members shall not serve on the panel.

Either party may unilaterally remove a mediator - arbiter at any time as long as there is no dispute pending at the time. Mediator-arbiter panel vacancies shall be filled as in the above paragraph.

The panel member assigned to a grievance shall meet without delay with the parties and the grievant and attempt to mediate/conciliate the dispute. If an agreement is reached, it shall be reduced to writing, shall be signed by each of the above parties, including the grievant, and shall be final and binding.

If, after a concerted effort a single mediation meeting does not produce a settlement, the mediator-arbiter shall immediately convene an informal arbitration hearing. Witnesses, evidence and exhibits shall be kept to a minimum and the rule of evidence shall not apply.

The mediator-arbiter shall, on the same date of the hearing, provide a written "bench award" as a binding settlement of the grievance.

The mediator-arbiter shall not have the power to, add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented; and shall confine his/her decision solely to the interpretation, application, or enforcement of this Agreement. The mediator - arbiter shall confine himself/herself to the precise issue submitted for arbitration, and shall have no authority to determine any other issues not so submitted to him/her. The decision of the mediator - arbiter shall be final and binding upon

the aggrieved employee, Union and Employer.

The Employer and the Union shall share equally the fees and expenses of the mediator - arbiter. Each party shall pay their own expenses as related to this Article.

Either party has the right to have a representative represent them at any step of the grievance procedure.

The following grievance principles shall govern and be controlling in any and all grievances:

1. Time limits at any step may be extended by mutual agreement as long as the applicable time limit has not expired.
2. While a grievant may be "made whole" any punitive award shall be void and unenforceable.
3. Unless agreed otherwise, only one grievance will be heard at a time by an arbiter.

ARTICLE 11 - UNION SECURITY AND CHECK OFF OF DUES

- 11.1 Dues and Fees: Upon the written authorization of an employee within the bargaining unit, the Employer shall deduct from the payments to the employee the monthly amount of dues or fees as certified by the Secretary-Treasurer of the Union and shall transmit the amounts deducted to the Union by the 15th day of the month. The Union shall indemnify and hold the Employer harmless against any suit instituted against the Employer or account of any dues or fees deductions for the Union except for errors or omissions by the Employer.

An employee may revoke his or her authorization for payroll deduction of payments to the Union by written notice to the Secretary-Treasurer of the Union with a copy to the Employer. Every effort will be made to end the deduction effective on the first payroll, but no later than the second payroll, after the Employer's receipt of the employee's written notice.

- 11.2 Employees and Orientation Meeting: Upon employment of a new employee covered by this Agreement, the Employer shall notify the Union, in writing, of the hiring of a new employee. The Union will provide the new employees with the necessary forms regarding dues, initiation fees and voluntary deductions. The City shall allow a union representative 30 minutes of a newly hired employee's paid working time for purposes of presenting information about the Union and bargain representation. This shall generally occur within the first 2 weeks of hiring the new employee, but in no instance later than 90 calendar days. Newly hired employees have the option to attend or not attend the union orientation.

ARTICLE 12 - HEALTH AND WELFARE

Effective January 1, 2019 the Employer shall pay each month into the following employee health care benefit plans, on account of each member of the bargaining unit who was compensated for forty (40) hours or more of work in the preceding month. The following plans will remain in effect for

the term of this agreement:

Plan	2019 Premium
WA Teamsters Trust Medical Plan A	\$1,419.00
Medical Domestic Partner	\$14.00
Retirement Trust	\$94.85
WA Teamsters Trust Dental Plan A	\$130.50
Dental Domestic Partner	\$2.20
AWC Vision \$10 Deductible	\$28.58
TOTAL HEALTH INSURANCE PREMIUM	\$1,689.13
City Contribution	\$1502.73
Employee Contribution	\$186.40

Payments required providing benefits set forth in this section shall be made on or before the tenth (10th) day after the last business day of the month. The employer accepts and agrees to be bound by the Washington Teamsters Welfare Trust Agreement and Declaration and the Retiree's Welfare Trust Agreement and Declaration as long as it is obligated to provide benefits offered by the Trust. For the life of this agreement there will be an 80/20 split to any increased levels to the Health & Welfare Premiums. The employer agrees to pay 80% of the premium increase and the employees agree to pay 20% of the premium increase.

In the duration of this agreement, Should the January 1st, 2020 or January 1st, 2021 premium increase be greater than 6% the parties agree to reopen insurance to discuss cost containment features. Said re-opener shall not affect the cost share feature of this Article unless otherwise agreed to by the parties. Further, the insurance article shall be open for 2020 to discuss new plan and carrier options. The City is in the process of evaluating a new vision provider, should the vision benefits with the new provider be equal or greater to the current benefits provided , the City will have the right to transition to the provider.

ARTICLE 13 - EMPLOYEE DISCIPLINE/TERMINATION

13.1 **DUE PROCESS IN DISCIPLINE** - Employees shall be disciplined only for cause. Such discipline shall be in private and the City agrees to follow, where appropriate, a practice of progressive discipline which may begin with verbal warning, progress to a written reprimand, then to suspension without pay, demotion or discharge.

Formal discipline is defined as that in which a written record of the action is placed in the employee's personnel file, excluding oral reprimands. Nothing contained herein shall waive an employee's right to representation.

In any proposed formal disciplinary action, the employee shall be entitled to have present the Union's business representative or another representative of the employee's choosing. He will be given five (working day's) notice as time to prepare and informed in advance as to the nature of the matter.

Formal discipline shall be administered only following an informal hearing to determine all of the facts and permit oral and written rebuttal by the involved employee. Derogatory statements or complaints will promptly be shown to the employee and he shall have an opportunity to attach his statements before the items are placed in his personnel file.

Disciplinary records will, after two (2) calendar years from the date of incident, be moved from the active to the inactive file in the intervening period related infractions have occurred. At the discretion of the Chief of Police, a disciplinary letter may be removed from the active file and placed in the inactive file.

Discipline involving written reprimand, suspension, demotion or discharge shall be subject to appeal set forth in the Grievance Procedure provided in this Agreement.

13.2 An employee suspended without pay may request to, at Management's discretion:

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

ARTICLE 14 - SAVINGS CLAUSE

14.1 If any Article or Section in this Agreement, or any addendum thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, the Article or provision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties shall enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such Article or Section that has been declared invalid.

If the parties are in disagreement about an item and whether in fact it has been rendered invalid, then this item will be temporarily inoperative pending a resolution of the matter.

ARTICLE 15 - PROBATIONARY EMPLOYEES

15.1 The probationary period for employees covered by Civil Service shall be eighteen (18) months. Probationary employees shall be subject to all provisions of this agreement but shall be only on a trial basis during which they may be separated from employment without cause and without recourse.

ARTICLE 16 - DEFINITIONS

16.1 **PART-TIME BENEFIT ELIGIBILITY** - Regular part-time employees will receive benefits on a pro-rata basis, based on regularly scheduled hours at date of hire. Should a regular part-time employee temporarily receive an increase in hours of work, i.e., up to two (2) work weeks, they shall continue to receive their regular pro-ration of benefits.

ARTICLE 17 - ENTIRE AGREEMENT

The Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly, agree to waive the right to oblige the other party to bargain with respect to any subject or matter whether or not specifically referred to or covered in this Agreement.

ARTICLE 18 - SUBORDINATION OF AGREEMENT

It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal and state law. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said federal or state law are paramount and shall prevail.

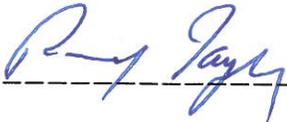
ARTICLE 19 - TERM OF AGREEMENT

19.1 (a) All Articles and Sections of this Agreement shall be in effect (only wage increases shall be retroactive) for a period of three (3) years from January 1, 2019 and shall continue in full force and effect until December 31, 2021.

(b) Either party desiring to negotiate any changes, additions or modifications in this Agreement to become effective January 1,-2021 or any annual extension thereof, shall notify the other party in writing to that effect at least sixty (60) days immediately preceding. In the event such notice to negotiate changes, additions or modifications is given, the terms of this Agreement shall remain in effect during the course of negotiations. The term of this contract shall not extend beyond that permitted by applicable state and federal laws, and that each and all of the terms and provisions of this contract are subject to state and federal law.

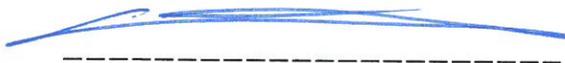
19.2 (a) All matters not specifically covered in this Agreement shall be deemed to have been raised and disposed of as specifically covered herein. It is agreed that this document contains the full and complete Agreement between the parties hereto, and for all whose benefit this Agreement is made and no oral statement shall add to or supersede any of its provisions and no party shall be required during the term of this Agreement to negotiate or bargain upon any issue unless mutually agreed to by the parties.

CITY OF PROSSER



DATE 10/9/2019

TEAMSTERS LOCAL NO.839



DATE 10-8-19

APPENDIX "A"

New Hires: New hires into the Police Officer classification will normally start at Grade 5A if they *have* not successfully completed the Washington State Criminal Justice Training Commission Basic Law Enforcement Academy. Progression from Grade 5A to 5B will be effective the month following successful completion of the Washington State Criminal Justice Training Commission Basic Law Enforcement Academy. 5A and 5B are both to be considered as probationary status.

Entry Level Hires: Entry level hires into the Police Officer classification who have successfully completed the Washington State Criminal Justice Training Commission Basic Law Enforcement Academy prior to employment with City of Prosser Police Department will normally start at Grade 5B.

Lateral Hires: In accordance with applicable Prosser Civil Service Commission Rules and Regulations, the Chief may, with the approval of the Board of City Counsel, recognize previous applicable training and experience by starting a new employee at a salary grade higher than Grade 5B as a lateral hire, but no new employee shall be started at a rate higher than Grade 2. A lateral hire must successfully complete a eighteen (18) month probationary period at the grade into which he or she is hired before being eligible for progression to a higher salary grade.

PROMOTIONS AND PAY PLAN PROGRESSION:

1. When an employee attains the requirements needed for the next highest grade within a classification and if the employee's performance is, in the opinion of the Chief, satisfactory, he or she will progress to the next highest grade within the classification. Employees denied progression by reason of unsatisfactory performance will be so notified in writing by the Chief with a statement of his reasons. An employee denied progression may be granted such progression at any subsequent time at the discretion of the Chief.
2. In accordance with the Rules and Regulations of Prosser Civil Service Commission appointments and/or promotions to a higher classification or grade will not be deemed complete until after the expiration of a period of probationary service. For new hires who have not completed the Washington State Criminal Justice Training Commission Basic Law Enforcement Academy, the probationary period is eighteen (18) months. For promotions, entry level, and lateral hires, the probationary period is eighteen months.

Appendix B

Wages and Compensation

A. UNIFORM ALLOWANCE AND EQUIPMENT PROVISIONS:

1. Uniform issuance shall be quartermaster style as determined by the Chief. It is the prerogative of the Chief to set standards for uniform style, make-up, components, condition and appearance which employees will meet.
2. Standard uniform cleaning is the responsibility of the employee. The Chief or his designee will determine whether or not a uniform requires dry-cleaning and/or repair due to soiling or damage occurring in the line of duty, in the event that dry cleaning and/or repairs become needed, the employer shall be responsible for this amount.

PREMIUM PAY FOR THE EVIDENCE TECHNICIAN and PTO: The City will provide a premium pay of fifty dollars (\$50.00) per month for up to two, but not less than one, Evidence Technician(s) for the time period during which they have been assigned by the Chief to perform those duties, and fifty dollars (\$50.00) per month for each Police Training Officer (PTO) for the period of time he or she is certified and assigned by the Chief to perform those duties. These are cumulative compensations meaning that, for example, if an employee is a PTO and an Evidence Technician, said employee will receive One Hundred (\$100.00) dollars per month. These premium pays are not to be included as part of the base pay.

JOB CLASSIFICATIONS AND COMPENSATIONS: The following job classifications and pay rates are effective as indicated herein.

Effective January 1, 2019 – 5% Adjustment in addition to \$0.20 per hour roll in for shift differential (The 0.20 cents per hour will start only upon the discontinuation of shift differential anticipated to be 10-01-2019) .

UNION STAFF		2018 Rate	Shift Pay	Sub-Total	2019 Rate
Officer					
1	6 months	\$25.57	\$0.20	\$25.77	\$27.06
2	1 year	\$26.85	\$0.20	\$27.05	\$28.40
3	1 year	\$28.20	\$0.20	\$28.40	\$29.82
4	1 year	\$29.59	\$0.20	\$29.79	\$31.28
5	1 year	\$31.10	\$0.20	\$31.30	\$32.87
6	1 year	\$32.63	\$0.20	\$32.83	\$34.47
Sergeant/Detective					
1	1 year	\$34.27	\$0.20	\$34.47	\$36.19
2	1 year	\$35.29	\$0.20	\$35.49	\$37.26
3	1 year	\$36.37	\$0.20	\$36.57	\$38.40

Effective January 1, 2020: 5% Adjustment

UNION STAFF		2020 Rate
Officer		
1	6 months	\$28.42
2	1 year	\$29.82
3	1 year	\$31.31
4	1 year	\$32.84
5	1 year	\$34.51
6	1 year	\$36.20
Sergeant/Detective		
1	1 year	\$38.00
2	1 year	\$39.14
3	1 year	\$40.31

Effective January 1, 2021: 5% Adjustment

UNION STAFF		2021 Rate
Officer		
1	6 months	\$29.84
2	1 year	\$31.32
3	1 year	\$32.87
4	1 year	\$34.48
5	1 year	\$36.23
6	1 year	\$38.01
Sergeant/Detective		
1	1 year	\$39.90
2	1 year	\$41.10
3	1 year	\$42.33

E. SIGNING BONUS

If provided at the time of hire, the employee will be required to return a prorated portion of the bonus received upon voluntarily separate from employment based the conditions agreed to at offer acceptance.

For example, if an employee is provided a signing bonus of \$4,000 in return for 4 years of service, but employee voluntarily separates from employment at 26 months, the employee would be required to return \$1833.48. ($\$4000/48 \text{ months} = \83.34 per month ; $26-48 = 22 \text{ months outstanding}$; $\$83.34 \times 22 \text{ months} = \$1,833.48$)



Memorandum of Agreement

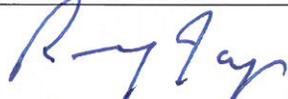
Teamsters Union 839 – Police Officer

Topic	Pension Contributions	Group:	Union (Teamsters 839)
Contract Term	January 1, 2019 – December 31, 2021	Duration of MOA	Same as CBA
Parties			
City of Prosser, WA 601 7 th Street Prosser, WA 99350		Teamsters Local Union #839 1103 W Sylvester Pasco, WA 99350	
Subject and Description			
<p>TERM</p> <p>Employees have elected to divert by way of wage diversion the following amount to the Western Conference of Teamsters Pension Trust (the Trust). The diversion shall be applicable to all compensable hours including overtime hours, and shall be computed monthly. The overtime rate of pay will be calculated based on the total wages and pension diverted. The employer will pay into the Trust amounts diverted on account of each member of the bargaining unit, but otherwise there is no Employer contribution, and the Union agrees that, during the term of this Agreement, it will not request that the Employer make any other contribution. Effective January 1st, 2014, the hourly wage diversion shall be One Dollar (\$1.00) per compensable hour.</p> <p>The Employer hereby acknowledges that it has received true copies of the Western Conference of Teamsters Pension Trust Agreement and Declaration of Trust Regulations and shall be considered a party thereto. The Employer (City of Prosser) agrees that the employer trustees in the said trust are and shall be its representatives and consents to be bound by the actions and determinations of the Trustees.</p> <ul style="list-style-type: none"> - Replaces MOA signed January, 2014 - Replaces MOA signed May 9, 2016 			
City Approval:	 Randy Taylor, Mayor	Date:	10/9/2019
Union Approval	 Russell Shjerven	Date:	8-27-19



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Teamsters Union 839 – Police Officer

Topic	School Resource Officer (SRO)	Group:	Union (Teamsters 839)
Contract Term	January 1, 2019 – December 31, 2021	Duration of MOA	Same as CBA
Parties			
City of Prosser, WA 601 7 th Street Prosser, WA 99350		Teamsters Local Union #839 1103 W Sylvester Pasco, WA 99350	
Subject and Description			
<p>TERM</p> <p>This interim agreement is entered into by and between the above stated parties and will be in full force and effect until such time as a new Collective Bargaining Agreement is bargained and ratified. Upon ratification of a new Collective Bargaining Agreement this agreement may be terminated or extended.</p> <p>SCHOOL RESOURCE OFFICER</p> <p>The City of Prosser will provide a premium pay of three hundred (\$300) per month for the officer assigned by the Police Chief to perform the duties outlined in the assignment description.</p> <p>SELECTION AND ASSIGNMENT</p> <p>Officers in the department, who meet the minimum requirements, will be eligible to apply and participate in an oral interview. The Chief of Police will then offer the assignment to an eligible officer, who will have 7 days to accept or refuse the assignment. The duration of this assignment will be two years with a two year extension by mutual agreement. The Chief shall have the exclusive authority to remove an officer from this assignment without challenge if in the opinion of the Chief such removal is in the best interest of the City and/or District.</p> <p>- Replaces MOA signed May 9, 2016</p>			
City Approval:	 Randy Taylor, Mayor	Date:	10/9/19
Union Approval	 Russell Shjerven	Date:	9-27-19



Memorandum of Agreement

Teamsters Union 839 – Police Officer

Topic	Kelly Time for Training Time	Group:	Union (Teamsters 839)
Contract Term	January 1, 2019 – December 31, 2021	Duration of MOA	Same as CBA
Parties			
City of Prosser, WA 601 7 th Street Prosser, WA 99350		Teamsters Local Union #839 1103 W Sylvester Pasco, WA 99350	
Subject and Description			
TERM <p>This interim agreement is entered into by and between the above stated parties and will be in full force and effect until such time as a new Collective Bargaining Agreement is bargained and ratified. Upon ratification of a new Collective Bargaining Agreement this agreement may be terminated or extended.</p> <p>The employer is seeking to facilitate in-service training at the squad level in exchange for combining Kelly time off to result in a full 12 hour shift off each 28 day period. Accordingly, the parties agree as follows:</p> <ol style="list-style-type: none">1. The Employer agrees to give Union members working 12 hour shifts, one full Kelly day off per work period in exchange for forty (40) hours (5-8 hour or 4- 10 hour days) of training time throughout the year, paid at the regular pay rate, to be conducted on a squad's regular day off in a specified work period.2. To facilitate this program, Employer will designate the work period as 28 days as authorized by 29 USC §207 (k). Employees will earn 12 hours Kelly-time each work period allowing Union members to take a full 12-hour day off as Kelly-time each work period. Kelly-time off will not be carried over from one pay period to the next. Kelly time off must be coordinated with employee's Squad Sergeant to minimize the impact on coverage. Employees must, therefore, work with their supervisors in scheduling the days off; the supervisor's decision is non-grievable. However in the case of conflict over two persons wanting the same Kelly-time off, seniority will be considered.3. Each squad will have 4 or 5 designated training days depending on the department's training plan each year. The training days will be designated on an annual basis by the training group to facilitate squads scheduling vacations, etc. Sergeants will consult with their squad members in order to determine the best date to conduct the training and to provide that input to the training group.4. A make-up training day will also be identified for any member missing the specified training day. Employees will only be given one opportunity for make-up. Failure to attend either the primary or			



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Teamsters Union 839 – Police Officer

make-up training will result in the employee forfeiting an equal amount of vacation hours from his/her paid leave bank.

5. The training day can only be used for training.
 6. The initial trial period was from March 2009 to December 2009 and became effective March 20, 2009.
 7. Employer and Union have agreed in their desire to continue the trial period unless terminated with 14 days notice by giving written notice to the other party of intent to cancel.
- Replaces MOA signed February, 2011
 - Replaces MOA signed May 9, 2016

City Approval:	 Randy Taylor, Mayor	Date:	10/9/19
Union Approval	 Russell Shjerven	Date:	9-27-19



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Teamsters Union 839 – Police Officer

Topic	12 Hour Shifts	Group:	Union (Teamsters 839)
Contract Term	January 1, 2019 – December 31, 2021	Duration of MOA	Same as CBA
Parties			
City of Prosser, WA 601 7 th Street Prosser, WA 99350		Teamsters Local Union #839 1103 W Sylvester Pasco, WA 99350	
Subject and Description			
TERM <p>This Letter of Understanding is to outline agreements regarding the establishment of a twelve (12) hour workday schedule and procedures. These procedures, additions and changes may be adjusted by mutual agreement between the parties. This schedule may, at any time, be reviewed by the parties and may be canceled by either party at that time.</p> <p>1. A twelve (12) hour work day schedule will be established with three (3) shifts:</p> <ul style="list-style-type: none">• 6:00 A.M. - 6:00 P.M. (0600-1800) Day Shift• 6:00 P.M. - 6:00 A.M. (1800-0600) Night Shift• Mid Shift*<ul style="list-style-type: none">• *This shift will be primarily relief for absences, i.e. vacations, sick leave, etc., and will normally start between the hours of 1100 and 1500 <p>The Chief of Police shall have the right to adjust starting and ending times of shifts as staffing and workload needs arise</p> <p>3. Overtime will be paid at the rate of one and one-half (1.5) on hours exceeding twelve (12) hours in any twenty four (24) hour period.</p> <p>4. The School Resource Officer (SRO) and Detective may be exempt from the twelve (12) hour schedule.</p> <p>5. The work cycle will be one hundred sixty (160) hours within a consecutive twenty eight (28) day period. Except as provided in #4 above, overtime will be paid for hours worked in excess of the above stated 160 hour/28 day cycle.</p> <p>- Replaces MOA signed April 8, 2010</p>			



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Teamsters Union 839 – Police Officer

City Approval:	 Randy Taylor, Mayor	Date:	10/9/19
Union Approval	 Russell Shjerven	Date:	9-27-19