

CLERICAL & WASTE WATER  
BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF PROSSER

AND

OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL 11

Effective:  
January 1, 2019  
Through  
December 31, 2021

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WORKING AGREEMENT  
BY AND BETWEEN  
  
THE CITY OF PROSSER  
CLERICAL AND WASTE WATER UNITS

AND THE

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11

A working Agreement entered into by and between the City of Prosser, Washington, hereinafter called the "City" and the Office & Professional Employees International Union, Local 11, hereinafter called 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 clerical and wastewater treatment employees of the City; excluding elected officials, officials appointed for a fixed term, confidential employees, supervisory employees, temporary employees, Deputy City Clerk, Secretary to City Administrator, City Clerk/Finance Director and all other employees of the City of Prosser not meeting the criteria of the bargaining unit.
- 1.2 Bargaining Unit Work: Only members of the bargaining unit shall perform bargaining unit work except in cases where the safe and efficient operation of the City, as determined by the department head, would necessitate the temporary use of other City staff or outside personnel to accomplish the necessary functions. Personnel performing these temporary functions shall meet minimum applicable training standards as determined by the City.

**ARTICLE 2 - CONTINUATION OF WORK**

- 2.1 The City and the Union agree that the public interest requires efficient and uninterrupted performance of all City services and to that end pledge their best efforts to avoid or eliminate any conduct to the contrary of this objective. Specifically, during the term of this Agreement, the Union shall not cause or condone any work stoppage, including any strike, slow-down, refusal to perform any customarily assigned duties, sick leave absence which is not bona-fide, or other interference with 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 an employee in the 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 full-time or regular part-time employee of the City. Part-time employees shall accrue seniority on a pro-rata basis based on the number of hours worked in relation to a full time (2080) employee. An employee acquires seniority status upon his/her first date of employment or at the end of his/her break in service (leave of absence or layoff). Seniority shall be established within the following departments; City Hall and Public Works Annex. Reasonable accommodation shall be given to qualifications for movement of personnel in the event of a layoff. Seniority shall continue if an employee moves between departments.
- 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 computing vacations, advancements, longevity pay and sick leave for which an employee is entitled.
- 3.3 Seniority within the bargaining unit 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. A break in seniority shall occur if an employee is discharged or quits. Employees laid off shall be placed on a six (6) month recall list. After the expiration of this six-month period the City shall have no obligation to recall and/or rehire such laid off individual.
- 3.4 In the event two (2) or more employees become regular full-time 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.

**ARTICLE 4. HOLIDAYS AND HOLIDAY PAY**

4.1 HOLIDAYS – The following shall be considered paid Holidays:

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
Floating Holiday	Christmas Day	

A total of eleven (11) paid holidays. The floating holiday will be paid at eight (8) hours per FTE. Benefit eligible part-time employees shall have this benefit pro-rated based on hours worked.

4.2 HOLIDAY PAY

- a) In the event a holiday falls on a regular scheduled day off, the member affected shall receive eight (8) hours pay.

- b) In the event a Holiday falls on a regular scheduled work day the employee affected shall be paid at the rate of two and one-half (2½ ) times their regular rate of pay.
- c) The Employer agrees that employees who work a 4x10 schedule may chose one (1) of the following options:
- Employees may work four (4) eight (8) hour days in addition to the holiday for a total of forty (40) hours for the week.
  - Employees may work a 4x10 schedule to the holiday, and request leave without pay for any hours less than forty (40) for the week.
  - Employees may work a 4x10 schedule in addition to the holiday, and request vacation leave for any hours less than (40) for the week.
  - Employees may work a 4x10 schedule in addition to the holiday, and request to adjust the work schedule to work additional hours to compensate for any hours less than forty (40) for the week.
- d) Any holiday falling on Saturday will be celebrated on the preceding Friday. Any holiday falling on Sunday will be celebrated on the following Monday. Except that when New Year's Day falls on a Saturday, it shall be observed on the following Monday.

**ARTICLE 5 – VACATION**

5.1 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 a pro-rata basis.

- a) After one (1) year of service, but less than five (5) years, one hundred and four (104) hours vacation.
- b) After five (5) years of service, but less than ten (10) years, one hundred forty-four (144) hours vacation.
- c) After ten (10) years of service, one hundred forty-four (144) hours vacation plus eight (8) hours vacation for each additional year of service, up to and including a maximum accrual (or the equivalent of) twenty-two (22) hours per month.

START OF YEAR	END OF YEAR	HOURS PER MONTH
0 years	4 years	8.66 hours per month
5 years	9 years	12 hours per month
10 years		12 hours per month plus .67 hours per month for each additional year of service (maximum of 22 hours per month)

- d) Not more than two hundred forty (240) hours vacation may be accrued.
  - e) No vacations may be taken during the first six (6) months of employment, or extension to the probation period.
- 5.2 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 the time of separation.
- 5.3 VACATION SCHEDULES
- a) Vacation requests of two (2) days or less should be submitted at least forty-eight (48) hours prior to the time being requested off. Vacation requests of three (3) days or longer normally shall be submitted at least thirty (30) days in advance of the requested time off.
  - b) Vacation schedules will be established by the Supervisor and in so far as operating conditions and other needs permit, seniority will be considered in establishing such schedules and in resolving conflicting requests by members of the Union for specific times for their vacations.
  - c) No vacation days will be accrued during a leave of absence.
- 5.4 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 an economic loss.
- 5.5 Vacation Buy Back: Annual Vacation Buy Back will be paid out once a year in the 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 hours (80) 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 6 - SICK LEAVE**

### **6.1 SICK LEAVE**

- a) All bargaining unit members shall earn eight (8) hours sick leave per month. (Regular part-time employees shall earn sick leave on a pro-rata basis)
- b) All bargaining unit members may accrue a maximum of seven hundred twenty (720) hours sick leave.
- c) All bargaining unit members shall be paid for fifty percent (50%) of unused sick days accrued at the date of his/her voluntary termination; or one hundred percent (100%) to his/her beneficiary upon death; provided that at the time of retirement,

voluntary termination or death, he/she has a minimum of three hundred sixty (360) hours and up to a maximum of seven hundred twenty (720) sick hours, at the rate of his/her wage in effect at the time of retirement, termination or death. In the event of voluntary termination employees must give two (2) weeks' notice to be eligible.

- d) Absence due to an employee illness may require a physician's release for absences exceeding three (3) consecutive days of an employee's ability to return to work, and/or of an employee's ability to continue the full performance of his or her duties. The City and the Union agree that sick leave use is subject to certain conditions and in accordance with RCW 49.46.210 the Washington State Sick Leave Act.
- e) Sick Leave Donation: Employees may donate sick leave, in hour for hour increments, to another employee subject to the following conditions:
  - 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 forty (40) hours sick leave within a one (1) year period.

## **ARTICLE 7 – LONGEVITY PAY**

Longevity pay will be provided as per the City of Prosser Personnel Policy.

## **ARTICLE 8 – COMPENSATION SCHEDULE**

- 8.1 Wage Schedule – Except as otherwise provided by this Agreement or its appendices, the salary schedules for employees covered by this Agreement shall consist of a salary range of a series of steps as shown in Schedule “A” to this Agreement.
  - 8.1.1 Effective January 1, 2019, all bargaining unit employees shall receive a COLA of three and a half percent (3.5%) increase and as set forth in Schedule “A” to this Agreement.
  - 8.1.2 Effective January 1, 2020, all bargaining unit employees shall receive one hundred percent (100%) of the US Department of Labor – Bureau of Labor Statistics for All Cities Urban Wage Earners and Clerical Workers (CPI-W) June-June, with a two percent (2%) Floor and a four percent (4%) Ceiling; and which shall be set forth in Schedule “A” to this Agreement.
  - 8.1.3 Effective January 1, 2021 all bargaining unit employees shall receive one hundred percent (100%) of the US Department of Labor – Bureau of Labor Statistics for All Cities Urban Wage Earners and Clerical Workers (CPI-W) June-June with a two percent (2%) Floor and a four percent (4%) Ceiling; and which shall be set forth in Schedule “A” to this Agreement.

- 8.2 Education – Bargaining unit members shall receive twenty-five dollars (\$25.00) per month for an "AA" degree and fifty dollars (\$50.00) per month for a "BA" degree, for degrees related to their employment as determined by the City. The school used to obtain the degree shall be recognized and accepted by the City of Prosser.
- 8.3 Bilingual Pay – Employees in positions requiring bilingual capabilities and who are able to satisfactorily complete a test of their bilingual ability may be given an allowance of fifty dollars (\$50.00) each month. The City will determine the position(s) requiring such abilities as well as the test to be utilized.

## **ARTICLE 9 - ANTI-DISCRIMINATION**

It is mutually understood that the City will not in any manner discriminate against any member of the Union as a result of such member's legal activities on behalf of the Union and in furtherance of the legal purposes of the Union.

## **10 - GRIEVANCE AND DISPUTE RESOLUTION**

- 10.1 Scope of Grievance Procedure – The purpose of the 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 the Agreement shall constitute a grievance.
- 10.2 Either the Union or the Employer may process grievances each against the other to alleged contract violations and enforce the party's respective rights. Union or Employer grievances shall enter the procedure at Step 3 within this Article and be subject to all applicable time limits, other provisions, and to mediation arbitration.
- 10.3 Step 1. The aggrieved employee, with or without his representative, shall meet with the Supervisor and/or his/her designee within five (5) 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 Supervisor and/or his/her designee within five (5) working days following the oral response the written grievance at this step and at 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 Supervisor and/or his designee shall respond in writing to this grievance within five (5) 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 to this Section, the aggrieved employee shall submit the grievance to the City Administrator within five (5) working days following the Supervisor's and/or his 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 to this Section 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 grievance shall be submitted within ten (10) calendar days of the occurrence prompting the grievance and shall be answered within five (5) working days. Union and Management grievances shall be subject to expedited mediation arbitration and other provisions in Step 4 to this Section.

Step 4. If the grievance has not been resolved at Step 3 to this Section, the Union or management may refer the dispute to Expedited Mediation Arbitration as provided below. The Union shall notify the Employer in writing of submission to Expedited mediation Arbitration within five (5) working days after receipt of the City Administrator's written response at Step 3 to this Section.

#### **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 (2) 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 rules 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 on 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 section. It is further agreed that employees needed to testify at an arbitration and/or hearing shall not suffer any loss in pay and/or benefits.

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 (1) grievance will be heard at a time by an Arbiter.

## ARTICLE 11 - UNION SECURITY AND CHECK-OFF OF DUES

11.1 The parties agree that the terms of this Agreement apply equally to all employees covered under this Agreement. Any bargaining unit employee may authorize the Employer to deduct from his/her pay the amount of Union membership dues charged by the Union for representation and services provided by the Union. This authorization must be in writing and forwarded to the payroll department.

Any bargaining unit employee who does not want to be a member of the Union, but who nonetheless wants to pay for the services provided by the Union, has the voluntary option to pay fair share fees in an amount equal to membership dues. Any member of the bargaining unit may authorize the Employer to deduct from his/her pay voluntarily fair share fee in an amount equal to Union dues charged by the Union. This authorization must be in writing and forwarded to the payroll department.

11.2 The Employer agrees to notify the Union of all newly hired employees, into positions covered under this Agreement, within thirty (30) days of their employment to present to them a new member packet and proper documentation regarding representation, in accordance with all applicable laws and statutes.

11.3 The Union, upon completion of the new employee presentation, shall provide the Employer a copy of the dues deduction forms, voluntary fair share fees deduction forms or opt out forms for those employees who do not want to be a Union member.

11.4 The Employer will furnish the Union, on a current basis, notice of all regular employees as defined in Article 1 who have been hired, rehired, transferred, laid off or terminated. The Employer agrees to notify the Union Representative and Steward when a represented position is filled. The Union agrees to provide the employee with assignment forms as described above, which will be included in their membership packets. The Employer will deduct such dues/voluntary fair share fees from the wages of those employees and forward them to the Union each month.

11.5 Nothing in the above sections will interfere with the employee's right under RCW 41.56.122 of the Public Employee's Collective Bargaining Act.

11.6 The Union agrees to defend, indemnify, save and hold the City harmless from, for and against any and all claims arising from the application of the Article.

11.7 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, 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 Supervisor.

**ARTICLE 12 - HEALTH & WELFARE**

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

<b>PLAN</b>	<b>2018 PREMIUM</b>
WA Teamsters Trust Medical Plan B	\$1,191.30
Medical Domestic Partner	\$14.00
Retirement Trust	\$94.85
WA Teamsters Trust Dental Plan A	\$130.50
Dental Domestic Partner	\$2.20
AWC Vision Ten Dollar (\$10.00) Deductible	\$29.46
<b>TOTAL HEALTH INSURANCE PREMIUM</b>	<b>\$1,462.31</b>
City Contribution	\$1,269.56
Employee Contribution	\$192.75

12.2 Payments required providing benefits set forth in this section shall be made on or before the tenth (10<sup>th</sup>) 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.

12.3 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 eighty percent (80%) of the premium increase and the employees agree to pay twenty percent of the premium increase.

In the duration of this Agreement, should the January 1, 2020 or January 1, 2021 premium increase be greater than six percent (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. Furthermore, this insurance Article shall be opened in the 2020 calendar year 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 benefit provided. The City will have the right to transition to the new 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 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.

In any proposed formal disciplinary action, the employee shall be entitled to have present the Union Representative or another representative of the employee's choosing. The employee will be given one (1) working days’ notice as time to prepare and informed in advance as to the nature of the matter.

Formal discipline (excluding verbal warnings) 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/her statements before the items are placed in his personnel file.

Disciplinary records will, after two (2) calendar years from the date of the incident, be returned to the employee unless in the intervening period related infractions have occurred. At the discretion of the Supervisor or designee, a disciplinary letter may be removed from the 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; Forfeit annual leave, work otherwise scheduled days off, or 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 of 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 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.

- 14.2 The City and Union agree to comply with existing Federal and State law and with any new mandatory legislation which is enacted during the course of this Agreement. If the enactment of such legislation requires a change to contractual issues it shall be negotiated by the parties.

#### **ARTICLE 15 - PROBATIONARY EMPLOYEES**

- 15.1 The probationary period of all employees shall be one (1) year. 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.
- 15.2 The City will strive to evaluate probationary employees every two (2) months. Said evaluation shall be for the sole purpose of informing a probationary employee as to their performance.

## **ARTICLE 16 - MANAGEMENT RIGHTS**

- 16.1 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.
- 16.2 The City has the right to schedule work as required in a manner most advantageous to the department, consistent with requirements of municipal employment, public safety and consistent with the Collective Bargaining Agreement.
- 16.3 It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.
- 16.4 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.
- 16.5 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.

## **ARTICLE 17 - GENERAL PROVISIONS**

- 17.1 **PERSONNEL POLICY** – The City agrees that any changes to existing personnel policies which affect wages, hours, or working conditions of bargaining unit members shall be bargained with the Union.
- 17.2 **DEFINITIONS – 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) workweeks, they shall continue to receive their regular pro-ration of benefits. Should hours increase for a period of greater than two (2) workweeks, benefit pro-ration shall be based on actual hours worked for said period.
- 17.3 **HEALTH AND SAFETY** – The City shall be responsible for ensuring that all work is done in accordance with applicable State, Federal and City health and safety codes, ordinances and/or regulations. This includes proper facilities as to light, health, ventilation and seating. Ample restrooms will be provided, and these will be kept in a clean and sanitary condition at all times. Alleged violations of this commitment shall be subject to this Agreement's grievance procedure, however, that any disputes which remain unresolved of said procedure are not subject to binding arbitration.

## **ARTICLE 18 - ENTIRE AGREEMENT**

18.1 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 provision.

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 19 - 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 provision thereof is in conflict with or are different from the provision for this Agreement, the provisions of said federal law or state law are paramount and shall prevail.

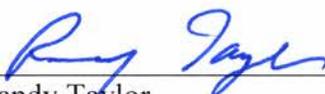
**ARTICLE 20 - TERMS OF AGREEMENT**

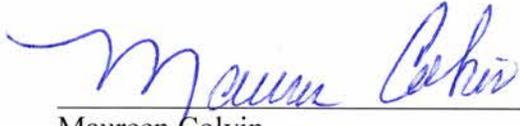
- 20.1 All Articles and Section of this Agreement shall be in effect for a period from January 1, 2019, except as otherwise stated, and shall continue in full force and effect until December 31, 2021.
- 20.2 Either party desiring to negotiate any changes, additions or modifications in this Agreement to become effective January 1, 2019, or any annual extension thereof, shall notify the other party in writing to that effect on or before June 1<sup>st</sup> 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.

As agreed this 13<sup>th</sup> day of ~~October~~<sup>November</sup>, 2018.

CITY OF PROSSER

OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL 11

  
\_\_\_\_\_  
Randy Taylor  
Mayor

  
\_\_\_\_\_  
Maureen Colvin  
Executive Secretary Treasurer

  
\_\_\_\_\_  
City Clerk

MC/dmt  
opeiu11/afl-cio

## APPENDIX "A" – CLERICAL

- A-1 The City of Prosser shall maintain its current scheduling practices. No overtime shall be paid for regularly scheduled Saturday or Sunday work except as outlined in this Agreement.
- A-2 Overtime which has been specifically authorized by supervisory personnel and is performed in excess of forty (40) hours in a work week shall be paid at one and one-half (1½) times the employee's regular rate of pay. The City shall not adjust work schedules to avoid the payment of overtime unless mutually agreed upon by employee and Employer.

Flex time – Employees working on specific City projects may, upon the approval of their Supervisor, utilize flex time to affect the timely completion of said projects.

**APPENDIX "B" – WASTE WATER**

- B-1 The City of Prosser shall maintain its current scheduling practices. The Union and the City shall continue to discuss other scheduling alternatives. A reasonable attempt shall be made to schedule days off consecutively. No overtime shall be paid for regularly scheduled Saturday and Sunday work except as outlined in this Agreement.
- B-2 Overtime which has been specifically authorized by supervisory personnel and is performed in excess of forty (40) hours in a workweek shall be paid at one and one-half (1½) times the employee's regular rate of pay.
- B-3 **STANDBY TIME** – Standby duty time shall be compensated at thirty dollars (\$30.00) for weekdays; Monday through Friday; and fifty dollars (\$50.00) for weekends, except that all hours worked shall be paid at the employee's regular rate of pay, if in a normal consecutive five (5) day work week. City recognized holidays shall be compensated at the weekend rate. If any hours of work are beyond forty (40) in a workweek, the hours shall be paid at one and one-half (1½) his/her regular wage. Call outs must be approved by the shift Supervisor. This Section shall not apply to early reporting and/or hold over contiguous with the start or end of the shift.
- B-4 **OFF DUTY CALL OUTS** – In the event a member of the Union is called out during off duty hours, he/she shall be paid according to the following schedule:

TYPE OF CALL	COMPENSATION
<b>Non-Responsive:</b> Calls which do not require the employee to report to a location such as a residence or City property. For example, answering a question over the phone or logging into a computer to check telemetry.	.5 hours or actual whichever is greater, at a rate of one and one-half (1½) times his/her regular wage.
<b>Responsive:</b> Calls which require the employee to report to a residence or City property.	Two (2) hours or actual whichever is greater, at the rate of one and one-half (1½) time his/her regular wage.

Call outs must be approved by the department head and/or his/her designee. Scheduled overtime shall not be subject to thus provision, holdover and early reporting time contiguous with the start or end of a regularly scheduled shift.

- B-5 **MISCELLANEOUS** – The City of Prosser shall pay for all approved uniform items, all safety equipment required by State and Federal law and the cost of the following: (See C-8)
  - a) Cost difference between employee driver's license and CDL.
  - b) Cost of State required certification (continuous job-related educational requirements).

- B-6 **UNIFORMS** – The City will provide a once per year payment, in January, of five hundred fifty dollars (\$550.00) to employees required to wear a uniform. The parties understand that this allowance to subject to any and all State and Federal withholding taxes.
- B-7 **OUT OF CLASS** – Employees who are specifically directed and assigned to perform the work of a supervisor and/or higher classification for a period of forty (40) consecutive hours or longer, shall be paid retroactively to the start of such assignment, ten percent (10%) above their base pay rate for all hours spent in the higher classification.

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE CITY OF PROSSER  
AND THE  
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

This Memorandum of Agreement is entered into between the City of Prosser and the Office & Professional Employees International Union, Local 11 with the intent to allow proper communication between the parties listed above and in accordance with the Collective Bargaining Agreement.

It is mutually agreed by all parties that from January 1, 2019 to December 31, 2021 they will continue to allow employees to work on a 4x10 schedule. All employees will work from 6:00am to 4:30pm with a thirty (30) minute lunch period. Employees will be assigned to an alternate schedule to ensure that adequate staff is available to the community during the working hours. For instance, week "A" and week "B" are as follows:

- Week A = Monday through Thursday
- Week B = Tuesday through Friday

Employees may choose to remain in a 5x8 schedule. Those employees who remain on the 5x8 schedule will be scheduled to work Monday through Friday 7:00am to 4:00pm with a one (1) hour lunch.

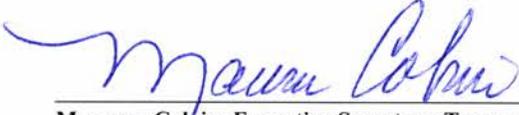
Holidays will continue to be paid at eight (8) hours. During holiday weeks, employees on a 4x10 schedule may choose one (1) of the following options:

- Employees may work four (4) eight (8) hour days in addition to the holiday for a total of forty (40) hours for the week.
- Employees may work a 4x10 schedule to the holiday, and request leave without pay for any hours less than forty (40) for the week.
- Employees may work a 4x10 schedule in addition to the holiday, and request vacation leave for any hours less than (40) for the week.
- Employees may work a 4x10 schedule in addition to the holiday, and request to adjust the work schedule to work additional hours to compensate for any hours less than forty (40) for the week.

Be it further agreed that in accordance with Article 16/Management Rights within the Collective Bargaining Agreement, the City has the right to suspend the 4x10 shifts in the event of an emergency situation (emergency work project, natural disaster, civil unrest, etc.) including a staffing shortage.

This Memorandum of Understanding shall be pursuant to the terms of Article 10/Grievance and Dispute Resolution should there be any dispute regarding the interpretation and/or application.

  
\_\_\_\_\_  
Randy Taylor, Mayor  
City of Prosser

  
\_\_\_\_\_  
Maureen Colvin, Executive Secretary-Treasurer  
OPEIU Local 11

**SCHEDULE "A" – WAGES  
EFFECTIVE JANUARY 1, 2019  
THREE AND A HALF PERCENT (3.5%) WAGE INCREASE**

<b>CLERICAL</b>	<b>YEARS TO INCREASE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
Administrative Secretary	1	\$16.85	\$17.37	\$17.91	\$18.44	\$19.02
Senior Admin. Secretary	1	\$18.58	\$19.13	\$19.74	\$20.36	\$20.97
Community Services Officer	1	\$19.65	\$20.20	\$20.75	\$21.31	\$21.88
Records Clerk	1	\$19.99	\$21.03	\$22.11	\$23.28	\$24.48
Office Clerk	1	\$14.04	\$14.87	\$15.72	\$16.59	\$17.56

<b>Waste Water 1 (Certification 1 – 2)</b>		
<b>Step</b>	<b>Years to Increase</b>	<b>2018 Rates</b>
1	1	\$21.68
2	1	\$23.31
3	1	\$25.05
4	1	\$26.81

Waste Water 1 employees will be required to maintain a Waste Water 1 certification within twenty-four (24) months after being hired. They will also be required to obtain and maintain a Waste Water 2 certification prior to receiving Step 4 pay and within sixty (60) months after the original date of hire. Employees may also be required to assist other departments from time to time as need arises.

<b>Waste Water 2 (Certification 3)</b>		
<b>Step</b>	<b>Years to Increase</b>	<b>2018 Rates</b>
1	1	\$27.61
2	1	\$28.44
3	1	\$29.34

Employees obtaining Waste Water 3 certification will be promoted to Waste Water 2, Step 1. Such employees must retain their Waste Water 3 certification. Employees may also be required to assist other departments from time to time as the need arises.

<b>Waste Water Supervision (Certification 3)</b>		
<b>Step</b>	<b>Years to Increase</b>	<b>2018 Rates</b>
1	1	\$33.32
2	1	\$34.31
3	1	\$35.35



Office & Professional Employees International Union, Local 11, AFL-CIO  
3815 Columbia Street Vancouver, WA 98660  
Vancouver Line: (360) 719-1766  
General Email: opeiu11@opeiu11.org

Phone: (503) 257-6691  
Toll Free: (800) 547-8902

October 18, 2018

Toni Yost  
City of Prosser  
601 7<sup>th</sup> Street  
Prosser, WA 99350

**RECEIVED**  
**OCT 22 2018**  
**CITY OF PROSSER**

Dear Toni,

Enclosed please find two (2) originals of the Agreement between the City of Prosser and the Office & Professional Employees International Union, Local 11.

Please have both documents signed and dated where indicated, retaining one (1) original for your record and returning one (1) fully executed document to OPEIU Local 11. An addressed envelope is included for your convenience.

Please telephone me at the Union office if you have any questions.

Thank you for your assistance.

Respectfully and In Solidarity,

Maureen Colvin  
Executive Secretary-Treasurer

MC/dmt  
opeiu11/afl-cio  
priority mail



# CITY OF PROSSER

*Washington*

601 7<sup>th</sup> Street  
Prosser, WA 99350  
(509)786-2332  
Fax (509)786-3717  
[www.cityofprosser.com](http://www.cityofprosser.com)

November 14, 2018

Office of Professional Employee International Union #11  
Maureen Colvin  
3815 Columbia Street  
Vancouver, WA 98660

RE: OPEIU Bargaining Agreement

Dear Ms. Colvin:

At its Regular meeting on November 13, 2018, the Prosser City Council approved the Collective Bargaining Agreement between the City of Prosser and Office & Professional Employees International Union, Local 11 effective January 1, 2019 through December 31, 2021.

Enclosed please find one original fully executed Agreement signed by Mayor Randy Taylor. The City has retained one original for our files.

Please feel free to contact my office with any questions.

Sincerely,

Rachel Shaw, CMC  
City Clerk

Enclosure as stated

Cc: Kevin Wesley, Labor Consultant