

LABOR AGREEMENT

by and between

CITY OF PROSSER PUBLIC WORKS DEPARTMENT

And

TEAMSTERS LOCAL UNION NO. 839

Affiliated with the International Brotherhood of Teamsters



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

TABLE OF CONTENTS

ARTICLE 1 – PREAMBLE	3
ARTICLE 2 - RECOGNITION AND BARGAINING UNIT	3
ARTICLE 3 - CONTINUATION OF WORK	3
ARTICLE 4 - SENIORITY AND ADVANCEMENT	4
ARTICLE 5 - HOURS OF WORK AND OVERTIME	5
ARTICLE 6- HOLIDAYS AND HOLIDAY PAY	6
ARTICLE 7 – VACATIONS	6
ARTICLE 8 - SICK LEAVE, LONGEVITY, BEREAVEMENT LEAVE	8
ARTICLE 9 – DEFINITIONS	9
ARTICLE 10 - ANTI-DISCRIMINATION	9
ARTICLE 11 - GRIEVANCE AND DISPUTE RESOLUTION	9
ARTICLE 12- UNION SECURITY AND CHECK-OFF OF DUES	12
ARTICLE 13 - HEALTH & WELFARE	13
ARTICLE 14 – PENSION DIVERSION	13
ARTICLE 15 - EMPLOYEE DISCIPLINE/TERMINATION	14
ARTICLE 16 - SAVINGS CLAUSE	15
ARTICLE 17- PROBATIONARY EMPLOYEES	15
ARTICLE 18- COMPLETE AGREEMENT	15
ARTICLE 19- MANAGEMENT RIGHTS	15
ARTICLE 20 - SUBORDINATION OF AGREEMENT	16
ARTICLE 21 - TERM OF AGREEMENT	17
APPENDIX “A”	18

ARTICLE 1 - PREAMBLE

- 1.1 This Agreement is made and entered into by and between the City of Prosser, hereinafter referred to as the "Employer" and Teamsters Union Local 839, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

ARTICLE 2 - RECOGNITION AND BARGAINING UNIT

- 2.1 The Employer recognizes the Union as the exclusive bargaining agent for all employees of the following City Departments: All Public Works Employees to include Streets, Irrigation, Solid Waste, Water, and Parks. Excluded are all department heads, supervisors, confidential employees, temporary, seasonal, or casual employees.
- 2.2 Only members of the bargaining unit shall perform bargaining unit work. In cases where the safe and efficient operation of the City would necessitate, bargaining unit employees of the sewer department may be used on a temporary basis to accomplish the necessary functions. Bargaining unit employees' hours will not be reduced as a result of this language. If either party concludes that this language is being and or has been abused this section may be reopened for negotiations pursuant to RCW 41.56. Should this process not result in a resolution, then upon 60 days written notification to the affected party, this section may be cancelled. It shall be incumbent upon the party requesting negotiations to show abuse of this section before said cancellation can occur.

ARTICLE 3 - CONTINUATION OF WORK

- 3.1 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, and 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.
- 3.2 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 4 - SENIORITY AND ADVANCEMENT

- 4.1 An employee shall establish seniority when he/she becomes a regular full-time or regular part-time employee of the City. An employee acquires seniority status upon his/her first date of employment or at the end of his/her last break in service. Part-time employees shall accrue seniority on a pro-rata basis based on the amount of hours worked in relation to a full-time (2080 hour) employee.
- 4.2 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 full-time or regular part-time status, 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, advancement, longevity pay and sick leave for which an employee is entitled.
- 4.3 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 questions 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 a senior employee.
- 4.4 A break in seniority shall occur if an employee is discharged, providing the City shows Just Cause, or quits. Employees laid off shall be placed on a six (6) month recall list. After expiration of this six-month period the City shall have no obligation to recall and/or rehire such laid off individuals.
- 4.5 In the event two (2) or more employees become regular full-time or regular part-time 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.
- 4.6 Employees who are specifically directed and assigned to perform the work of a supervisor and/or higher classification for a period of five (5) consecutive days or longer, and who perform such work, shall be paid retroactively to the start of such assignment, at ten percent (10%) above their base rate for all hours spent in the higher classification.
- 4.7 Part-time employees shall be laid off, prior to full-time employees irrespective of seniority.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

- 5.1 The city of Prosser shall maintain its current scheduling practices. A reasonable attempt shall be made to schedule days off consecutively. No overtime shall be paid for regularly scheduled Saturday or Sunday work except as outlined in the Agreement.
- 5.2 The City shall strive to provide 48 hours' notice of schedule changes when practicable. This shall not apply in emergency situations.
- 5.3 **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
Non-Responsive: 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 computer to check telemetry.	.5 hours or actual whichever is greater, at a rate of time and one-half (1-1/2) his/her regular wage
Responsive: Calls which require the employee to report to a residence or city property.	2 hours or actual 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 department head and/or his designee. Scheduled overtime shall not be subject to this provision, as well as, holdover and early reporting time contiguous with the end or start of a regularly scheduled shift.

- 5.4 The City shall strive to provide regular full-time employees with forty (40) hours of work within a week. This shall in no way constitute a guarantee of forty (40) hours work within a week.
- 5.5 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 (1- 1/2) times the employee's regular rate of pay.
- 5.6 There shall be no pyramiding of overtime pay.
- 5.7 Except for callouts while an employee is on standby, overtime will be offered by seniority, subject to qualifications. The employee on standby will work the overtime when a call out is required.

ARTICLE 6 - HOLIDAYS AND HOLIDAY PAY

6.1 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.

6.2 **HOLIDAY PAY**

- a) In the event a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. In the event a holiday falls on Sunday, the following Monday shall be observed as the holiday. Employees who do not work a Monday-Friday work schedule shall if the holiday fall on their first day of rest, observe the holiday on the preceding day or if the holiday falls on the second day of rest shall observe the holiday on the following day, except that when New Years Day falls on a Saturday, it shall be observed on the following Monday.
- b) Eligible employees who are not required to work on the holiday as observed, shall be paid eight (8) hours at his/her regular rate of pay.
- c) Eligible employees who are required to work on the holiday as observed, shall be paid at the rate of two and one-half (2-1/2) times their regular rate of pay.
- d) In order to be paid for a holiday, an employee must have worked his last scheduled work day immediately preceding the holiday and his first scheduled work day following the holiday unless the employee receives pay for such day or days absent under on the benefit provisions of the agreement or if the employee is on approved leave.
- e) Floating holiday at employee's choice to be taken by mutual agreement between the employee and the department head and/or his designee.
- f) The floating holiday will be eight (8) hours per full-time employee. Benefit eligible part-time employees shall have this benefit pro-rated based on hours worked.

ARTICLE 7 - VACATIONS

7.1 VACATION DAYS EARNED - All members of the union herein above defined shall be entitled to vacation, with pay, at his/her regular wage according the following schedule (regular part-time employees shall receive vacation on 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.
- 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.

7.2 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 new hires that are within the probationary period at time of separation.

7.3 VACATION SCHEDULES

- a) Time of vacation shall be subject to approval of the department head and/or his designee and will be approved based upon workforce needs and operations conditions. Vacation requests of less than 2 days should be submitted at least 48 hours prior to the time being requested off. Vacation requests of 2 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 department head and/or his designee 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.

7.4 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 of 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 8 - SICK LEAVE, LONGEVITY PAY, BI-LINGUAL PAY, &
BEREAVEMENT LEAVE**

8.1 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 days accrued at the date of his/her voluntary termination, up to a maximum of seven-hundred-twenty (720) hours, provided that at the time of retirement or termination, he/she has a minimum of three-hundred-sixty (360) sick leave hours accrued.
- d. In the event an employee encounters the loss of his/her own life, his/her beneficiary will receive one hundred percent (100%) of any accrued sick leave for that employee, up to a maximum of seven-hundred-twenty (720) hours subject to the above stated minimums and maximums.
- e. Any employee, who has been on sick leave for three (3) or more consecutive days, may be required to furnish the City with a physician's verification of said illness. A physicians release may be required for less than three (3) days, provided the situation has been discussed with the Teamster business representative.
- f. Abuse of sick leave shall result in disciplinary action up to and including discharge.
- g. Probationary employees shall be advanced twenty-four (24) hours of sick leave at the time of employment. Probationers who do not complete probation and who have used some or all of the advanced sick leave shall be required to pay the used portion back. Said monies shall be withheld from the final paycheck.

8.2 SICK LEAVE DONATION

The employees of the bargaining unit may donate their sick leave 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 one hundred-seventy-three (173) hours of sick leave after donation.

3. No employee may donate more than forty (40) hours sick leave within a one (1) year period.

8.3 LONGEVITY PAY

All bargaining unit members who have less than ten (10) years of service must wait until they have reached their tenth (10th) year of employment to begin to receive Longevity Pay, in accordance with the City of Prosser, Personnel Policy 402.1. The amount of Longevity Pay will be based on the employee's total years of employment.

8.4 BI-LINGUAL PAY

The employer agrees to begin to implement POLICY 404: BI-LINGUAL ALLOWANCE, at a rate of fifty dollars (\$50.00) per month.

8.5 BEREAVEMENT LEAVE

All members of the union shall receive bereavement leave as outlined in the City of Prosser Personnel Policy (Policy 811). This personal emergency leave is not deductible from the member's accrued sick leave or vacation. Pay will be at his/her regular wage.

ARTICLE 9 - DEFINITIONS

9.1 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) weeks, they shall continue to receive their regular pro-ration of benefits.

ARTICLE 10 - ANTI-DISCRIMINATION

10.1 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

ARTICLE 11 - GRIEVANCE AND DISPUTE RESOLUTION

11.1 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.

11.2 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.

11.3 STEPS

Step 1- The aggrieved employee, with or without his representative, shall meet with the department head and/or his designee within the prescribed time limits and present the written grievance. The department head and/or his designee shall make a decision in writing and present this to the aggrieved employee within fifteen (15) working days from the initial presentation of the grievance. Every effort shall be made by the employee and the Supervisor to resolve the grievance. Every effort shall be made by the employee and the supervisor to resolve the grievance at this level. 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 department head and/or his 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 2- If the grievance is not resolved at Step 1, the aggrieved employee shall submit the grievance to the City Administrator within fifteen (15) working days following the department head 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 for written grievance 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) calendar 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 11.4.

Step 3- If the grievance has not been resolved at Step 2, the Union 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 ten (10) working days after receipt of the City Administrator's written response at Step 3.

11.4 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 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 grievance will be heard at a time by an arbiter.

ARTICLE 12 - UNION SECURITY AND CHECK-OFF OF DUES

12.1 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 on 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.

12.2 NEW 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 bargaining representation. This shall generally occur within the first two (2) weeks of hiring the new employee, but in no instance later than ninety (90) calendar days. Newly hired employees have the option to attend or not attend Union orientation.

12.3 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 13 - HEALTH & WELFARE

13.1 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	2018 Premium
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 \$10 Deductible	\$29.46
TOTAL HEALTH INSURANCE PREMIUM	\$1,462.31
City Contribution	\$1,269.56
Employee Contribution	\$192.75

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.

ARTICLE 14 – PENSION DIVERSION

14.1 The employees have elected to divert by way of wage reduction the below listed amounts to the Western Conference of Teamsters Pension Trust. The diversion shall be applicable to all compensable hours, including overtime hours. The overtime rate of pay will be calculated on the total wage and pension diverted.

14.2 Effective January 1st, 2019, the hourly wage reduction shall be one dollar (\$1.00) per compensable hour. Effective January 1st, 2019, the employer shall pay into the Western conference of Teamsters Pension Trust amounts diverted on account of each member of the bargaining unit for each hour for which compensation is paid for the life of this agreement.

14.3 The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month.

14.4 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 agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement.

ARTICLE 15 - EMPLOYEE DISCIPLINE/TERMINATION

15.1 **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's business representative or another representative of the employee's choosing. will be given one 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 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 verbal warnings, written reprimand, suspension, demotion or discharge shall be subject to appeal set forth in the Grievance Procedure provided in this Agreement. Verbal warnings may not be grieved past the City administrator level and shall not be subject to arbitration.

15.2 An employee suspended without pay may request to, at management's discretion;

1. Forfeit annual leave,

2. Work otherwise scheduled days off, or
3. Any combination thereof, on a day-for-day basis in lieu of the suspension.

ARTICLE 16 - SAVINGS CLAUSE

- 16.1 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.

ARTICLE 17 - PROBATIONARY EMPLOYEES

- 17.1 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.

ARTICLE 18 - COMPLETE AGREEMENT

- 18.1 Both parties specifically waive their right to require the other party to reopen this Agreement during its term, except as modified by specific re-opener language or by specific contractual provision.

ARTICLE 19- MANAGEMENT RIGHTS

- 19.1 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.
- 19.2 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 Bargaining Agreement.
- 19.3 It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions in not always specifically described.
- 19.4 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.
- 19.5 The exercise of Management's Rights shall be an exclusive authority matter, and as such, shall not be subject to grievance and/or arbitration.
- 19.6 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

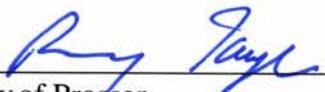
ARTICLE 20 - SUBORDINATION OF AGREEMENT

- 20.1 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 are 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 21 - TERM OF AGREEMENT

21.1 All Articles and Sections of this Agreement shall be in effect for a period from January 1, 2019 and shall continue in full force and effect until December 31, 2021.

Either party desiring to negotiate any changes, additions or modifications in this agreement to become effective January 1, 2022, or any annual extension thereof, shall notify the other party in writing to that effect at least sixty (60) days immediately preceding the expiration date. 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.



City of Prosser



Teamsters Union Local #839

12-4-18
Date

11-21-18
Date

APPENDIX “A” PUBLIC WORKS EMPLOYEES

Classifications - Wage Rates - Other Provisions:

Effective October 1, 2019, there will be one rate established for each class with progression from one class to the next as follows:

Position	Certification
Utility Worker A	Driver’s License, First Aid/CPR
Utility Worker 1	Class B CDL, First Aid/CPR, Flagging
Utility Worker 2	Class B CDL, First Aid/CPR, Flagging, and ONE of the following: Pesticide, Playground Equipment Inspection, AFO (Pool), CCS, CESCL, WOP1, WDM1, Trenching and Shoring, Competent Person, tree maintenance experience
Utility Worker 3	Class B CDL, First Aid/CPR, Flagging, and TWO of the following: Pesticide, Playground Equipment Inspection, AFO (Pool), CCS, CESCL, WOP1, WDM1, Trenching and Shoring, Competent Person, tree maintenance experience
Utility Worker 4	Class B CDL, First Aid/CPR, Flagging, Class B CDL, First Aid/CPR, Flagging, and THREE of the following: Pesticide, Playground Equipment Inspection, AFO (Pool), CCS, CESCL, WOP1, WDM2, Trenching and Shoring, Competent Person, tree maintenance experience, Pesticide, CCS, and WTPO 1
Public Works Field Leader	Class B CDL, First Aid/CPR, Flagging, Pesticide, CCS, and WTPO 1
Public Works Supervisor – Water Department	Class B CDL, First Aid/CPR, Flagging, Pesticide, CCS, WTPO 2
Public Works Supervisor – Street Department	Class B CDL, First Aid/CPR, Flagging, Pesticide, CESCL, tree maintenance experience, Landfill Operator.
Public Works Supervisor – Parks Department	Class B CDL, First Aid/CPR, Flagging, Pesticide, Tree maintenance experience, Playground Equipment Inspection, and AFO (Pool)

New employees will have required licenses and certifications that must be obtained and maintained in order to progress to the next class, (***)except as provided for below) when a position becomes available. Additionally, employees seeking advancement must be able to satisfactorily demonstrate proficiency in the duties assigned.

Although continued employment and advancement shall not be contingent on the new licensing and certification requirements, current employees will make a good faith effort to obtain required licenses and certifications as soon as possible.

Opportunities for advancement or transfer will be made available to union members at least five days prior to public posting of the position. Interested parties shall file their transfer request in writing with the Finance Department within the notification time period listed on the posting. Union members will be given preference provided that the union member is qualified for the posted position.

If the City or Union desire to add a certification to the schedule listed above, it shall be discussed and mutual agreed to before additional to the schedule.

***During Probationary Year – if hired without the basic requirements—person will obtain CDL Class B, Flagging Card, and First Aid/CPR in order to make it past probation.

During second year of Utility Worker 1 position, employee will obtain one of the city's proposed licenses required to advance to Utility Worker 2, and after twenty-four (24) months in Utility Worker 1, the employee will advance to Utility Worker 2. If the employee has failed to obtain or maintain the licenses required for the Utility Worker 2 position by the end of the twenty-four (24) month period, the employee will be separated from employment.

While in Utility Worker 2 position, the employee will obtain one more of the required licenses in preparation to promotion to Utility Worker 3.

After employee is promoted to Utility Worker 3, the employee will obtain one more of the required licenses in preparation to promotion to Utility Worker 4.

Effective 1/1/2019 (includes 3.5% wage increase)

Employee hired on October 1, 2018 or after

Position	Utility A	Utility 1	Utility 2	Utility 3	Utility 4	PW Field Leader	PW Supervisor
12 months	\$17.37	\$21.73	\$23.07	\$25.97	\$28.38	\$30.22	\$31.35
12 months	\$17.90	\$22.40	\$24.48	\$26.75	\$29.23	\$31.13	\$32.32
Frozen	\$18.46	n/a	\$25.21	\$27.55	\$29.34	\$32.06	\$33.32

Employees hired before October 1, 2018

Utility Worker		
Utility Worker 1	2 years	\$22.40
Utility Worker 2	1 year	\$24.68
Utility Worker 3	2 years	\$26.60
Utility Worker 4	Frozen	\$29.34
Public Works Field Leader		\$30.58
Public Works Supervisor - Water Division		\$33.31
Public Works Supervisor - Streets Division		\$33.31
Public Works Supervisor - Parks Division		\$33.31

Effective 1/1/2020 and 1/1/2021:

COLA - 100% US All Cities CPI-W June-June 2% floor, 4% ceiling

The City agrees to pay for the cost of CDL required physicals.

Education Incentive

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.

Uniforms

The City shall provide a once a year uniform allowance of four hundred and fifty dollars (\$450.00) (taxable) for 2014. Effective as of 1-1-2015, the City will increase the uniform allowance to five hundred and fifty dollars (\$550.00) (taxable). The uniform allowance is to be provided in the month of January for the purchase of approved items as specified below:

Shirts - Uniform short or long sleeve with name and Prosser ID

Pants - Uniform trousers or uniform bib overalls with name

Coat - Heavy and/or lightweight with name and City ID

Boots

Coveralls or lab coat as appropriate

Alternate Accrual Schedules

In the duration of this agreement, the parties agree to reopen accruals to discuss potential alternate schedules and programs to include but not limited to short term disability and paid time off.

Unusual Weather Conditions

The union accepts the provisions of Personnel Policy 206.

Short Term Disability

The union accepts the provisions of Personnel Policy 803.8.