

A G R E E M E N T
BY AND BETWEEN
CITY OF SEQUIM, WASHINGTON
AND
TEAMSTERS LOCAL NO. 589
(POLICE OFFICERS)

JANUARY 1, 2016 THROUGH December 31, 2018



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AGREEMENT
BY AND BETWEEN
CITY OF SEQUIM
AND
TEAMSTERS LOCAL NO. 589
(Representing the Police Officers)

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A G R E E M E N T
BY AND BETWEEN
CITY OF SEQUIM, WASHINGTON
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL UNION NO. 589

(Representing the Police Officers)

PREAMBLE

This Agreement is made and entered into by and between the CITY OF SEQUIM, hereinafter referred to as the "Employer" and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union".

Article 1. RECOGNITION

- 1.1 The Employer recognizes the Union as the exclusive bargaining representative for all full-time Law Enforcement non-supervisory Police Officers.

Article 2. UNION SECURITY

- 2.1 It shall be a condition of employment that those employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing. Employees of the Employer covered by this Agreement who are not members of the Union on the effective date of this Agreement shall not be required to become members of the Union. It shall be a condition of employment that all employees covered by this Agreement hired after its effective date shall on the 31st day following the beginning of such employment become and remain members in good standing in the Union. Provided that if a public employee is a member of a church or religious body whose bona fide religious tenets or teachings forbid said public employee to be a member of a labor union such public employee shall pay an amount of money equivalent to the regular Union dues and initiation fee of the Union to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof to the Union that such payment has been made. If the employee and the Union do not reach an agreement on the choice of the non-religious charity to whom the money equivalent of Union dues and initiation fees are to be paid, the Public Employment Relations Commission shall designate the charitable organization.

Article 3. MANAGEMENT RIGHTS

- 3.1 Subject only to the terms and conditions of this Agreement, all of management's inherent rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the Employer. It is expressly recognized that such rights, powers, authority and functions include, but are by no means limited to, the full and exclusive control, management and operation of its business and affairs, the determination of the scope of its activities, the business to be transacted, the work to be performed and the methods pertaining thereto; the right to contract or subcontract any work; the right to make and enforce reasonable work rules and procedures; the right to maintain order, efficiency and standards of performance; the right to fix standards of quality and quantity of work; and the right to control the scheduling and recording thereof; the right to determine the number of employees and the direction of the working forces; and the right to hire, select and train, discipline, suspend, discharge for just cause, assign, promote, retire and transfer its employees.
- 3.2 The Employer and the Union agree that the above statement of management rights is for illustrative purposes only and is not to be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to management.
- 3.3 The City's Drug-free and Alcohol-free Workplace Policy, which applies to all employees, is attached hereto as Exhibit 1.

Article 4. NO STRIKES

- 4.1 Neither the Union nor its members, agents, representatives, employees or persons acting in concert with them shall incite, encourage or participate in any strike, walkout, slowdown or other work stoppage against the City of any nature whatsoever during the life of this Agreement for any cause whatsoever. In the event of any strike, walkout, slowdown or work stoppage or a threat thereof, the Union and its officers will do everything within their power to end or avert the same.

Article 5. NON-DISCRIMINATION

- 5.1 There shall be no unlawful discrimination against any employee because of race, sex, age, religion, national origin, mental or physical disability, unless such is a bona fide occupational qualification.
- 5.2 Employees shall not be unlawfully discriminated against because of membership in the Union or lack thereof, or activities on behalf of the Union;

provided, however, that such activity shall not be conducted during working hours or be allowed in any way to interfere with the Employer's operations.

Article 6. SENIORITY

6.1 **Seniority.** The City shall provide a seniority list which shall be brought up to date prior to January 1 of each year, and immediately posted thereafter for a period of not less than thirty (30) days and a copy will be delivered to the Union. Employees hired simultaneously shall be listed according to Civil Service standings, the employee having the highest score listed first. Seniority shall be defined as the length of service as a full-time employee with the Sequim Police Department including probationary service. Any employee, who has worked in another city assignment, retains rights to accrued vacation, sick leave, and any other accrued benefits based on the original date of employment with City.

6.2 **Shift Sign-up, Vacations and Overtime.**

1. Employees will be provided a shift bid sign-up for the annual schedule prior to the beginning of each year and employees in the order of their seniority shall be allowed to choose their preferred shift rotation.

2. Annually, at the time of shift bid sign-up, employees may elect to either convert 40 hours of vacation to compensation (Article 12.4) or request to receive up to 10 hours of PTO on a holiday where they are scheduled to work (Article 14.3). The election form must be received by payroll prior to the beginning of each year or the election will default to annual vacation cash out.

3. Employees shall sign up by Feb. 1st for planned vacation for that year. Those approved vacation schedules may only be changed with prior approval of the City. After Feb. 1st of each year, City approval of vacation requests will be based on the operational needs of the Department and granted in the order of the submitted requests, not by seniority.

4. Each overtime opportunity shall be offered to available employees in order of seniority until all employees have the opportunity to choose or decline the assignment. If there is a choice of more than one officer working a shift extension, seniority shall be the tie-breaker. The City reserves the right to hold over employees for operational purposes.

5. The City may determine in some circumstances that special skills are required for certain work assignments and that qualified employees with the specific work skills will be given the overtime assignment.

6. Sergeants may be assigned overtime if supervision is required for an assignment and may also work overtime or extra duty time if police officers are unavailable. ‘

6.4 **Break in Seniority.** Seniority shall be broken only by discharge for cause, voluntary resignation, or a layoff exceeding twenty four (24) months.

6.5 **Layoff.** Whenever it becomes absolutely necessary through lack of finances or for any other reasonable and just cause to reduce the number of employees of the bargaining unit reductions shall be carried out in the following order:

1. Temporary appointees;
2. Employees who volunteer for layoff;
3. Probationer (new employees);
4. Permanent employees in the order of length of service; the one with the least service being laid off first.

The City may layoff out of the regular order, upon showing of necessity therefore, in the interest of efficient operations of the Department, after giving any employee or employees affected an opportunity to be heard. If an employee who is laid off out of the regular order of seniority disagrees with the City's showing of necessity they may appeal directly to the Civil Service Commission.

6.5 **Recall.** Laid off employees shall be eligible for available positions for a twenty four (24) month period following their layoff. They shall retain but not accrue seniority during this period. When the City intends to rehire after layoff, it shall send notice of its intent to rehire to the employee(s). Said notice shall be sent certified mail to the last known address contained in the City's records. The laid off employee shall have fourteen (14) days from the date of mailing of such notice to advise the City in writing, that he/she intends to accept the offer of rehire. The employee shall then report for duty on the date of rehire set forth in the notice, which date shall be no less than three (3) weeks from the date of mailing of the notice. The City shall have no obligation to rehire a laid off employee if he/she fails to provide the City with written notice of acceptance within the fourteen (14) days deadline referred to above or thereafter fails to report for duty on the date of the rehire set forth in the notice. Employees will ensure that the City has their current address.

6.6 **Failure to Pass Promotion Probation.** In the event of layoff or if an employee is promoted to a higher position outside the bargaining unit and then fails to successfully complete probation, the employee will have the right to return to his or her prior position retaining all accrued seniority since date of employment.

Article 7. PROBATIONARY PERIOD

7.1 All employees appointed to a position in the classified service of the City shall serve a probationary period as follows:

For new hires - from date of hire until twelve (12) months after completion of the police academy

For lateral transfers - Twelve (12) months from date of hire.

The probationary employee is an employee at will and may be disciplined, suspended or discharged without cause and without appeal to the grievance procedure at any time during the probationary period

7.1.1 All new hires shall receive their first step increase after twelve (12) months of service.

7.1.2 The probationary period for promotional appointments shall be twelve (12) months. Such probation may be extended for an additional three (3) months if an unsatisfactory evaluation was received during the initial probationary period. If an employee does not complete the probationary period, he/she shall be reinstated to his/her previously held position.

7.1.3 The Employer reserves the right, subject to the exclusive discretion of the Employer, to discharge any person during the probation period, without warning notice or right of appeal.

7.2 Promoted employees shall be paid at a salary step in the higher classification that grants the employee no less than a ten percent (10%) increase over the monthly wage earned in the range and step from which the employee was promoted.

7.3 Except as provided in Article 7 for probationary employees, all employees of his bargaining unit, in addition to being governed by this Agreement, shall also be covered by the personnel policies established by the Employer and any subsequent personnel policies that may be published, as long as they do not conflict with this Agreement. In case of any conflict, this Agreement shall be the ruling policy for the employees covered by this Agreement.

Article 8. HOURS OF WORK AND OVERTIME

8.1 **Hours of Work** The normal work week shall consist of five (5) consecutive days of work, forty (40) hours per week. Eight (8) hours shall constitute a day's work. Within the scheduled workday, a thirty (30) minute lunch period shall be taken approximately halfway through the work day. Employees shall receive two fifteen (15) minute rest periods, one during the first half of their shift and a second during the last half of their shift. The City currently has established a work week that consists of four (4) consecutive days of ten (10)

consecutive hours (4/10 work week) for patrol operations and a special assignment schedule of five (5) consecutive nine (9) hour workdays with the following week consisting of four (4) consecutive days, three (3) with nine (9) hour workdays and the fourth an eight (8) hour workday. The City reserves the right to schedule the work week in order to meet the needs of the City. Schedule changes will be made with reasonable notice of fourteen (14) days or more unless prevented by circumstances beyond the City's control such as disability or illness or unless the affected employee agrees..

- 8.1.1 The workday may be altered and/or flextime arrangements made by the City with the approval of the employee to allow for shift trades, for scheduled officer training and in circumstances that provide for enhanced officer safety and performance. When schedule changes for these purposes are made, the employee will not be eligible for overtime. Schedule changes will be made with reasonable notice of (7) seven days or more.
- 8.2 **Overtime.** Except as noted in Section 8.1.1 above, if an employee is required to work outside of his/her normally scheduled shift, he/she shall be compensated at the rate of time and one-half his/her regular rate of pay. Overtime shall be paid to the nearest quarter hour. All overtime shall be first approved by the supervisor or the City Manager. Should an employee take time off without pay, upon approval of the Department Head, no overtime shall be paid for making up for such time off.
- 8.3 Employees shall consider necessary overtime assignments as a part of employment.
- 8.4 The planning and scheduling of overtime shall be the exclusive function of management.
- 8.5 **Compensatory Time Off.** Employees may take compensatory time off at the rate of one and one-half hours off per hour of authorized overtime worked in lieu of overtime pay.
- 8.6 When an employee is directed by the employer to attend training, it is understood that the employee is attending the training for the benefit of the employer, and that the employee is not free to ignore the directive to attend such training, nor is the employee free to pursue other non work related interests, during such time spent by the employee traveling to or from the training. In those cases where the training necessitates employee travel, all such time spent traveling to and from the training, shall be paid time.
- 8.7 **Turn-around Time Between Shifts** - All employees shall have eight (8) hours minimum turn-around time between shifts. If due to the City's scheduling requirements an employee has less than eight (8) hours off,

then the employee shall receive pay at a rate of time and one-half for the time worked that is less than eight (8) hours from the time the last shift ended.

Article 9. STANDBY TIME

- 9.1 Employees required to be on standby time shall be guaranteed one (1) hour pay at their regular rate for each day of standby. To be eligible for standby pay the employee is expected to respond under normal conditions within forty five (45) minutes.

Article 10. CALL-BACK

- 10.1 An employee called to work or required to attend court on behalf of the Employer outside their regular work schedule, including Holidays, shall be paid a minimum of two (2) hours at the rate of time and one-half. This Article shall not apply to early call out or an extension of the regular shift. Any time worked over two (2) hours will be paid for actual hours worked.

Article 11. WAGE RATES

- 11.1 The pay schedule effective January 1, 2016 is attached in Appendix A.
- 11.2 The parties have agreed to maintain the CPI formula as part of this successor agreement but both have agreed, due to financial conditions, to waive its implementation through December 31, 2018. Effective January 1, 2016 wages as set forth above shall be increased by a 2.0% market adjustment. Effective January 1, 2017, wages shall be increased by 1.0 percent. Effective January 1, 2018, wages shall be increased by 100 percent of the July to June US-All City Urban CPI-U, with a minimum of 0% up to a maximum of 1.5%.
- 11.3 If the All City Urban CPI-U index referenced in Article 11.2 exceeds (six) 6% during the July to June period of 2016-2017, the wages for 2018 shall be opened for re-negotiation
- 11.4 Longevity shall be paid to all regular full-time employees as follows:
---On completion of 5 years: 2% of base monthly salary
---On completion of 10 years: 4% of base monthly salary
---On completion of 15 years: 6% of base monthly salary
---On completion of 20 years: 8% of base monthly salary
- 11.5 Longevity premiums shall be paid beginning with the first full pay period following the completion of the eligibility requirements.

- 11.6 Educational Incentive Pay is 2% of base monthly salary for an Associate Degree and 4% of base monthly salary for a Bachelor's Degree.
- 11.7 **Higher Classification Pay and Assignment.** The City may temporarily assign an employee work in a higher classification which shall be paid at the beginning step of the higher class or a ten (10%) percent increase of their present salary, whichever is greater. In order to qualify for higher class pay, all of the following must occur:
- 11.7.1 The Department Head must assign the employee to the higher class
- 11.7.2 The position must be assigned a minimum of eight (8) or more consecutive hours in the higher class to qualify for higher class compensation
- 11.8 Regular police work shall be offered to Police Officers prior to using Special Commissioned Officers or Police Reserves.
- 11.9 **New Employees:** If full-time employees have one year or more experience in law enforcement they may receive starting pay at any step as high as C (at the Chief's discretion) and progress from there, according to the agreement (11.9). Less than one year experience starting pay may be at the One Year Probationary period rate of pay, with advancement after serving one year probation to Step A.
- 11.10 When an employee is placed in a higher classification, he/she shall serve twelve months (12) months at the step assigned before advancement to the next step.
- 11.11 **Special Duty Assignments.** Employees selected for the position of Field Training Officer shall receive one (1) additional hour of paid compensation at the employee's regular rate of pay for the days they are actually training Police Officers (including Reserves).
- 11.11.1 For each scheduled day of work, employees serving as members of the K-9 Unit shall receive one (1) additional hour of overtime pay based on the employee's current hourly rate.

Article 12. VACATIONS

- 12.1 Vacation schedules shall be determined by mutual agreement, but effort shall be made to accommodate the desires of personnel subject to the following general rules:
- 12.1.1 Vacation schedules must be finalized by February 1 and may be changed only by securing prior approval from the Employer. Selection shall be determined by seniority of employee.

- 12.1.2 Vacation will be computed for each employee in proportion to hours compensated during the preceding year; provided, however, that an employee, to be eligible for any vacation benefit, must have been compensated at least 832 hours during the preceding year.
- 12.2 Vacations with pay shall be granted to regular full-time employees on the following basis:

12.2.1 HOURS

<u>Months of Service</u>	<u>Per Year</u>	<u>Per Month</u>
00-12*	40	3.33
13-48	80	6.67
49-108	120	10
109-180	160	13.33
181+	200	16.67

*Except that lateral hires with at least two (2) years of experience may receive 80 hours first year.

12.3 Vacation credit shall be earned but shall not be available for use until the employee has worked for the Employer at least six (6) months. In the case of employment for six months or longer, upon termination of employment, employees shall receive all vacation time earned and not yet taken.

12.4 Annual conversion of vacation – If elected during the annual sign up period as outlined in Article 6.2, and after taking 40 hours of continuous vacation, an employee may elect to convert up to 40 hours (but not less than 8 hours) up to two times per year accrued vacation leave to monetary compensation or a qualified deferred compensation plan, provided the vacation leave bank does not go below 40 hours after the cash out. The employee must provide the written requests for vacation conversion to the Administrative Services Director via chain of command by October 15th

Article 13. POOLED TIME-OFF BANK

13.1 A Pooled Time-Off Bank will be established for each employee. Pooled Time-Off shall accrue as follows:

All monthly vacation accruals as provided in Article 12 – Vacations
 All Comp-time hours as provided in Article 8 – Hours of Work

13.2 For employees hired prior to January 1, 2013, the maximum total accrued hours in the Pooled Time-Off Bank shall be three hundred sixty (360) hours. For employees hired after January 1, 2013, the maximum accrual will be (300) hours. Any vacation hours in excess of this maximum accrual shall be

lost. Any overtime earned which if converted to compensatory time-off would exceed this maximum, will be paid out as provided in Article 8 – Hours of Work.

- 13.3 Subject to Department Head approval and the operational needs of the department, Pooled Time-Off may be taken in less than one-week increments where the employee provides the Department Head with a written request, at least three calendar days in advance of the vacation time request.

Article 14. HOLIDAYS

- 14.1 The following schedule of paid holidays shall be observed:

New Year's Day	Thanksgiving Day
Martin Luther King Day	Day after Thanksgiving
President's Day	Christmas Day
Memorial Day	Day before or the day after Christmas to be determined by the Employer
Independence Day	Floating Holiday
Labor Day	
Veterans Day	

- 14.2 If Pooled Time Off is taken on a holiday that is a scheduled work day, the employee will be paid 8 hours holiday pay for the observed holiday and may elect to use PTO for any additional hours of the scheduled shift.
- 14.3 In addition, if elected during the annual sign up period as outlined in Article 6.2, the employee may request to be paid for up to 10 hours of PTO if scheduled to work on a holiday.
- 14.4 In addition to holiday pay, any employee working on any of the above holidays, except the Floating Holiday, shall receive compensation at the overtime rate.
- 14.5 As a condition to receiving holiday pay for the above mentioned holidays, an employee must work the scheduled workday immediately preceding the holiday and the scheduled workday immediately following the holiday, unless excused by the Employer.
- 14.6 When an employee is called in to work on a holiday or after completion of his/her regular shift, he/she shall be guaranteed two hours' pay at the overtime rate. Any time worked over two (2) hours will be paid for actual hours worked.

- 14.7 An employee must notify the department head or his/her designee seven (7) days in advance of the date requested to take the floating holiday. To be eligible for the floating holiday, an employee must have completed a six (6) month period.
- 14.8 When one of the above holidays falls on Saturday the preceding Friday shall be observed as the holiday. When one of the above holidays falls on Sunday, the following Monday shall be observed as the holiday, for those employees who work Monday through Friday. For those employees who work shift work, the actual holiday shall be observed.

Article 15. SICK LEAVE

- 15.1 Employees shall accumulate sick leave at the rate of eight (8) hours for each month in which an employee is in pay status for fifteen (15) or more calendar days. Employees shall be entitled to use sick leave after thirty (30) days of employment. Regular part-time employees shall be eligible for sick leave as provided herein, but in proportion to the number of hours the employee is scheduled in writing to work. Sick leave so granted and not used shall accrue to the credit of each such employee, up to a maximum total accumulation of one hundred and eighty (180) days (one thousand four hundred and forty (1,440) hours).
- 15.2 Employees hired prior to January 1, 2013 shall be paid accrued sick leave at the rate of 50% payback at the time they are disabled, resign with two (2) weeks of notice or at the time of retirement. Employees hired after January 1, 2013 shall be paid 50% of 750 hours of accrued sick leave at the time an employee becomes disabled, or at the time of retirement.
- 15.3 If an employee is terminated for cause there shall be no payback for accrued sick leave.
- 15.4 Sick leave pay shall be payable at the rate of one (1) day's pay (or portion thereof) for each day (or portion thereof) of absence due to bona fide illness, injury, doctor or dentist visit. The Employer may request certification from attending physician or dentist as proof of such illness or visit.
- 15.5 Sick leave benefits shall apply only to bona-fide cases of sickness and accidents. Absences due to work related injury and covered by L&I (Workers Compensation) are handled per section 15.8
- 15.6 Payment to any employee for time lost through illness shall be made only after written verification of the supervisor in charge.

- 15.7 Repeated application for sick leave without just cause, false application or the furnishing of any false information with reference thereof by any employee is hereby declared to be grounds for suspension without pay or loss of employment at the discretion of the Employer.
- 15.8 An employee who is collecting Workman's Compensation temporary disability benefits shall not receive sick leave benefits as provided herein, provided however, if such Workers Compensation temporary disability benefits are less than the amount of sick benefits provided herein for such period, such employee shall, at his/her discretion, receive accrued sick benefits in addition to such Workers Compensation temporary disability benefits in an amount sufficient to equal the amount of sick benefits he/she would have otherwise received as provided herein.
- 15.8.1 As an alternative to the above, an employee may elect in writing, upon receipt of the first L&I check not to retain the L&I checks and be paid totally from accrued paid leave available (sick, vacation, comp-time), to the employee and turn over all L&I checks to the City to be used to refill the depleted leave accounts in the same proportion as used by the employee.
- 15.8.2 Once the decision has been made to turn over all L&I checks to the City, that decision shall be irrevocable regarding all checks received for absences due to that particular injury or illness.

Article 16. BEREAVEMENT LEAVE

- 16.1 An Employee who has a death or critical illness where death appears imminent in his/her immediate family will be granted up to three (3) workdays off with pay at the employee's regular rate of pay. (Immediate family for the purpose of this Article shall be defined as mother, father, spouse, children, sister, brother, grandparents, mother-in-law and father-in-law). When approved by the department head, an extension of a bereavement leave, either without pay or by using accumulated vacation leave, sick leave, or compensatory time, may be granted for the employee where conditions necessitate it. An employee shall not be entitled to both bereavement leave pay and holiday pay

Article 17. LEAVE WITHOUT PAY

- 17.1 Excluding approved military leave, a leave of absence without pay is permitted by the City under certain circumstances and after all other paid leave benefits are exhausted. The City reserves the right to grant, modify, or deny any leave of absence without pay requests.
- 17.1.1 All Requests for leave without pay must be approved by the City Manager.

- 17.2 A leave of absence without pay is a privilege the City may extend to regular full-time and regular part-time employees, for specific periods of time, on a case-by-case basis. Such leaves may be granted for medical, personal, or educational reasons.
- 17.3 A leave of absence without pay must be requested in writing on the appropriate form obtained from and submitted to the Department Head as soon as the need for such leave is known. The request shall contain the reason for the leave and the expected duration of the requested time off, together with the date the employee will return to work. If the leave is medically related, a letter from the attending physician shall accompany the request.
- 17.4 During a leave of absence without pay, the employee shall be required to pay the necessary health premiums, if continued coverage is requested by the employee. The City will assist the employee in the options for continued health coverage.
- 17.5 The employee's City anniversary date of employment shall be adjusted equal to the duration of the leave of absence, if such leave extends beyond thirty (30) days.
- 17.6 Failure of the employee to return from an approved leave of absence without pay or make other arrangements acceptable to the City Manager shall result in termination of the employee, unless unique circumstances exist, as determined by the City Manager
- 17.7 If the leave of absence is six (6) months or less, the City will hold the employee's position open if possible. Leaves beyond six (6) months, the position may be filled and the employee placed on a rehire list for future vacancies in the classification held prior to the approved leave of absence without pay.

Article 18. RIGHT OF ACCESS – BULLETIN BOARDS

- 18.1 Duly authorized representatives of the Union shall be permitted access to the properties of the Employer at reasonable times for the purpose of observing working conditions and transacting Union business; provided, however, that the Union Representative first secures approval from a designated Employer representative and that no interference with the work of employees or the proper operation of the Employer shall result.
- 18.2 The Employer agrees to provide bulletin board space for posting of official Union notices which shall be signed by a responsible agent of the Union.

Article 19. SHOP STEWARD

- 19.1 Shop Stewards shall report to the Union and the Employer any alleged violations of this Agreement and any complaints by members thereof, and shall assist in the handling of grievances. The discussion of Union business and the investigation of grievances shall take place during the employee's free time or before or after shift. In the event the investigation of grievances is not possible during the employee's free time or before or after shift, the Shop Steward shall be allowed a reasonable amount of time with pay during working hours to perform such function, provided that a supervisor has been notified in advance and that the employee involved can be spared at the time.

Article 20. DISPUTE RESOLUTION

- 20.1 **Grievances.** A grievance shall be defined as any complaint by an individual employee, or the Union, arising from the interpretation or application of this Agreement. Grievances relating to discipline, suspension, demotion or discharge for cause of regular employees shall be pursued, at the election of the employee or union, in accordance with the Rules and Regulations as adopted by the Sequim Civil Service Commission or under grievance procedures hereafter set forth, but not both.
- 20.2 **Informal Settlements Preferred.** Every effort will be made by both parties to settle a dispute at the lowest level of supervision possible prior to reducing the dispute to a formal grievance. Any resolution of a dispute at this level must be consistent with the terms of this Agreement.
- 20.3 **Time Limits and Steps.** Time limits and steps referred to in this Article must be strictly adhered to unless waived by the mutual consent of both parties in writing. It is the intent of the parties that all procedures set forth herein shall be complied with as expeditiously as practicable. The failure of either party to timely process the grievance pursuant to the time limits herein, shall be deemed a waiver of the right to proceed with the grievance. If the employee fails to comply with time limits and steps, the employee's right to proceed shall be waived. If the City fails to comply with time limits or steps, the remedy sought by the employee or union shall be implemented. All references to "days" mean normal business days exclusive of weekends and holidays.
- 20.4 **Contents of Grievance.** Any written grievance shall contain: the employee's name, date the action causing the grievance occurred, an explanation of the specific action which causes the grievance, identification of the specific Articles and/or sections of this Agreement alleged to have been violated, and the specific remedy requested by the employee

- 20.5 **Step One.** The aggrieved employee, or the Union, shall submit a written grievance to his/her immediate supervisor within ten (10) days of the occurrence which gave rise to the grievance or when the employee should have reasonably had first knowledge of the grievance. Response from the supervisor shall be made in writing and delivered to the employee within ten (10) days of receipt of the original grievance. If there is no resolution within the ten (10) days the grievance may then be advanced to the next step.
- 20.6 **Step Two.** If there is no resolution at Step One, the employee, or the Union, may submit the written grievance to the Police Chief within ten (10) days of the denial in Step One. The Police Chief shall respond in writing and deliver such response to the employee within ten (10) days of receipt of the written grievance. If there is no resolution within ten (10) days, the grievance may be advanced to the next step.
- 20.7 **Step Three.** If there is no resolution at Step Two, the employee, or the Union, may submit the written grievance to the City Manager, within ten (10) calendar days of the denial in Step Two. The City Manager shall respond in writing and deliver such response to the employee within ten (10) days of receipt of the written grievance. If there is no response within ten (10) days, the grievance may be advanced to the next step.
- 20.8 **Step Four.** If there is no resolution at Step Three, the Union, may seek arbitration by mailing a request for arbitration to the Federal Mediation and Conciliation Service for a list of seven (7) arbitrators within ten (10) calendar days of the denial in step three. The parties shall alternately strike names until one name remains on the list. The remaining person shall be the arbitrator. The order of striking names shall be determined by a coin toss. The arbitrator shall render a written decision which shall be final and binding on all parties. The authority of the arbitrator is strictly limited to the interpretation and/or application of the express provisions of this Agreement. The arbitrator shall have no power to add to, subtract from, alter, amend or change any provision of this Agreement. Each party shall bear the cost of its own representation and presentation of their case. The Arbitrator's fee and costs shall be paid equally by the parties.

Article 21. DISCIPLINARY ACTION

- 21.1 Pursuant to Article 7, all new employees are exempt from this Article during their probationary period.
- 21.2 The Employer shall follow the principles of progressive discipline which shall include, but shall not be limited to:
1. Documented verbal warning
 2. Written Warning

3. Suspension

4. Discharge

The progressive disciplinary process is further described in the Departmental Personnel Complaint Procedure.

- 21.2.1 Depending on the severity of the offense and the work history of the employee, the Employer may commence disciplinary action at any of the above levels of discipline.
- 21.3 Gross misconduct including but not limited to conviction of a felony, theft of City property, use of alcohol or other controlled substances while on the job, gross insubordination, threats to co-workers, or violation of the City's anti-harassment policies shall be subject to immediate termination without warning. The reason for termination will be furnished to the employee in writing and the employee will have an opportunity to respond to the grounds for discipline before a final decision is rendered.
- 21.4 It is specifically understood and agreed that nothing contained in this Agreement is intended to supersede any matter delegated to the City of Sequim Civil Service Commission by State law or ordinance, resolution, or laws of or pertaining to the City of Sequim and such commission shall continue to have primary authority over the subjects within the scope of its jurisdiction and authority. Any employee who feels that they were treated unjustly shall be afforded Article 20 – Dispute Resolution.
- 21.5 Any employee covered by Civil Service shall waive their right to the grievance procedure should they appeal to the Civil Service Commission.
- 21.6 The employee may appeal to the Employer to have disciplinary notices removed from their personnel file after a period of twelve (12) months from date of issue.
- 21.7 The Sequim Police Department's Peace Officer Personnel Files Procedure and the City Personnel Files Procedure are attached hereto as Exhibits 2 and 3. Future modifications of procedures may be made at the discretion of the City after conferring with the Union.

Article 22. HEALTH AND WELFARE

- 22.1 The employer shall provide the following insurance plans for employees covered by this Agreement who were compensated eighty (80) hours or more during the preceding month for the term of said Agreement:

Washington Teamsters Welfare Trust, Plan A \$1367.40

Northwest Teamsters Dental Trust, Plan A \$130.50

Washington Teamsters Vision Trust (\$14.90 plan)

Disability waivers (9) months \$11.40
Time Loss Plan A \$16.00
Life/AD&D Plan A \$8.60

- 22.2 The employer will pay eighty-seven and one-half percent (87.5%) of the monthly premium for Washington Teamsters Welfare Trust Plans listed above. The covered employees will have the remaining twelve and one-half percent (12.5%) withheld from wages. This provision shall be implemented with the third pay period following ratification.
- 22.3 The Trust may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology or treatment. If increases are necessary to maintain the current benefits or eligibility as may be modified by the trustees during the life of the Agreement, as may be determined by the Trustees, the employer agrees to pay 100% of such increases, in accord with premium sharing formulas..
- 22.4 Should the employees, by majority vote, choose to select health and welfare plans so as to maintain or reduce the employer contribution cap set forth in section 22, such change may be made, subject to the approval of the employer.
- 22.5 The parties agree to bargain the effects of the Affordable Care Act as they become known.

Article 23. FALSE ARREST INSURANCE

- 23.1 The Employer shall provide false arrest insurance.

Article 24. EDUCATION INCENTIVE PAY

- 24.1 To encourage and improve proficiency of the employees, the City encourages the taking of job-related educational courses with the approval of the appropriate department head. The City will reimburse seventy-five percent (75%) of the tuition, fees and book costs of courses that have been successfully completed. If partial assistance is furnished by another agency, the City shall provide seventy-five percent (75%) of the unfunded portion remaining. In any case, the City's share will not exceed seventy-five percent (75%) of total schooling costs. In itemizing costs, an employee shall not include his/her time as a reimbursable expense. Nothing in this section will interfere with the responsibility of the department head to require attendance at training seminars or other job oriented training courses necessary to perform their duties. These shall be paid in full by the City.

Article 25. PHYSICAL FITNESS TESTING/INCENTIVE

- 25.1 During the life of this agreement, a labor / management committee shall be convened to determine an alternative to the physical fitness testing / incentive program included in this article. If an alternative is developed and agreed upon by June 30, 2016 by both parties, it shall by Letter of Agreement, be implemented and shall supersede this article. The date for development of the alternative program may be extended by mutual agreement.
- 25.2 All uniformed employees may voluntarily participate in an annual physical fitness testing process. The standards used shall be the Washington State Criminal Justice Training Commission Physical Ability Test. Employees agree to participate in the physical ability testing process without cost to the City and these hours are not considered for the purposes of compensated time.
- 25.2 The test will be administered by the Department on an annual basis, with one scheduled make-up examination. The date of the annual testing and make up will be in August and September and posted with a minimum of two (2) weeks advance notice.
- 25.3 Employees will earn a fitness incentive for achieving passing scores for the entire year following successful passing of the test as follows:

<u>Score</u>	<u>Annual Stipend</u>
Minimum Passing	\$300.00
Mean Score	\$600.00
Maximum Score	\$900.00
- 25.4 Earned incentives shall be paid following successful completion of the test. The minimum, mean and maximum scores shall mirror those of the Washington State Criminal Justice Training Commission Physical Ability Test.

Article 26. SAVINGS CLAUSE

- 26.1 If any provision of this Agreement is found to be in conflict with the laws of the State of Washington or of the United States of America, the remaining provisions of the Agreement shall remain in full force and effect.
- 26.2 The parties further agree that this Agreement may be reopened by either party upon thirty (30) days' written notice only for negotiations and agreement regarding the provisions invalidated.

Article 27. SCOPE

- 27.1 The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all inclusive. This Agreement constitutes the entire agreement between the parties and supersedes and replaces all previous agreements and practices both written and oral, subject only to a desire by both parties to mutually agree to amend or supplement at any time. The signing of this Agreement nullifies any previous agreements, written or oral.

Article 28. UNIFORMS AND EQUIPMENT

- 28.1 Uniforms and Equipment -- Uniforms as established by the Chief of Police shall be furnished through the Quartermaster System, and kept in repair by the Employer.
- 28.2 Uniforms required to be dry cleaned by label, or by the Blood borne Pathogens Act shall be paid by the Employer.
- 28.3 The Employer shall provide each officer with a bullet-proof vest, approved by the Chief of Police. Replacement of vests and selection of vests shall be determined by the Chief of Police.
- 28.4 Persons given the assignment of plain clothes duty shall receive a one time allowance of Seven Hundred Fifty (\$750.00) Dollars to purchase proper clothing and additional compensation of Sixty (\$60.00) Dollars per month to purchase clothing and pay for cleaning services. The monthly allowance will be discontinued if an employee with a plain clothes assignment is on leave for thirty (30) days or more.

Article 29. DEFERRED COMPENSATION

- 29.1 The Employer has voluntarily provided deferred compensation plan(s) for all employees, and shall administer participation and payroll deductions for all employees who participate.

Article 30. LABOR MANAGEMENT COMMITTEE

- 30.1 Labor Management – The Employer and the Union agree that a need exists for closer cooperation between labor and management, and further from time to time suggestions and complaints of a general nature affecting the

Union and the Employer. To accomplish this the Employer and the Union agree that no more than three (3) duly authorized representatives of the Union shall function as one-half (2) of a Labor-Management Committee, the other half being no more than three (3) certain representatives of the Employer named for that purpose. Said Committee shall meet periodically for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties other than those for which another procedure is provided by law or by other provisions of this Agreement.

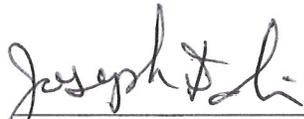
Article 31. TERM OF AGREEMENT

31.1 This Agreement shall be effective January 1, 2016 and shall continue in full force and effect up to and including December 31, 2018. Should either party desire to modify or terminate this Agreement on December 31, 2018, it shall serve written notice at least one hundred eighty (180) days prior to this date. Failure of such notice to be served shall result in this Agreement being renewed on terms in effect December 31, 2018, and in like manner from year to year thereafter until a successor collective bargaining agreement is ratified by the parties.

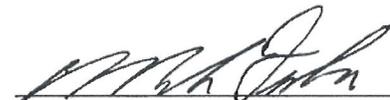
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate original this 10 day of May 2016.

CITY OF SEQUIM

TEAMSTERS LOCAL #589



~~Charlie Bush~~, City Manager



Mark Fuller, Secretary-Treasurer

Acting City Manager

Approved as to form by:



Craig A. Ritchie, City Attorney

Appendix A

POLICE OFFICER SALARY SCHEDULE

January 1, 2016 to
December 31, 2018

POLICE OFFICERS

*Progression between
steps:*

12 mo 12 mo 12 mo 12 mo 12 mo

Range	Probation	Step A	Step B	Step C	Step D	Step E
	25.39	26.43	28.54	30.15	30.76	31.39

Police Officer
With AA +2%
With BA +4%

Approved by the Board of Police Commissioners
City of Sequim

ELIGIBILITY TO PARTICIPATE IN TRUST

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

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

REPORTING OBLIGATION AND CONSEQUENCES OF DELINQUENCY

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

TRUSTEES' AUTHORITY TO DETERMINE TERMS OF PLANS

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

MECHANISM FOR HANDLING CONTRIBUTION INCREASES

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

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

ACCEPTANCE OF TRUST AGREEMENT

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

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

APPROVAL OF TRUSTEES

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

Date _____

Administrative Agent
Washington Teamsters Welfare Trust

WASHINGTON TEAMSTERS WELFARE TRUST

SUBSCRIPTION AGREEMENT GUIDELINES

To participate in the Washington Teamsters Welfare Trust, the bargaining parties must complete a Subscription Agreement and file it with the Trust Administrative Office. Additionally, the bargaining parties are advised of the following general participation and benefit information. See Trust Operating Guidelines for more detailed information.

1. The Subscription Agreement language may not be modified or altered.
2. A Subscription Agreement must be submitted to the Trust Administrative Office for each new or renewed collective bargaining agreement, which provides for participation under the Trust.
3. For new accounts, an enforceable collective bargaining agreement, with contribution requirements and eligibility thresholds for benefits consistent with Trust guidelines, must be submitted prior to the activation of the account.
4. **Contributions for changes in plan benefits or new accounts are effective the first of the month following the date the Trust Office receives the documents in #2 and #3. Trust policy does not allow retroactive changes in contributions or benefits.**
5. A new Subscription Agreement is required for each change in benefits. If a collective bargaining agreement provides for benefit changes subsequent to those listed on the Subscription Agreement submitted to the Trust Office for the new or renewed agreement **and** the changes take effect prior to the termination of the collective bargaining agreement, the bargaining parties are responsible for formally notifying the Trust Administrative Office of the changes; this may be done by completing and submitting another Subscription Agreement, either with the initial agreement or anytime prior to the effective date of the contribution rate changes for the new benefits. Submission of a collective bargaining agreement by itself does not constitute formal notification of changes.

(Please Complete the Entire Subscription Agreement and Tear Off These Guidelines Before Mailing to the Trust Administrative Office)

