

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

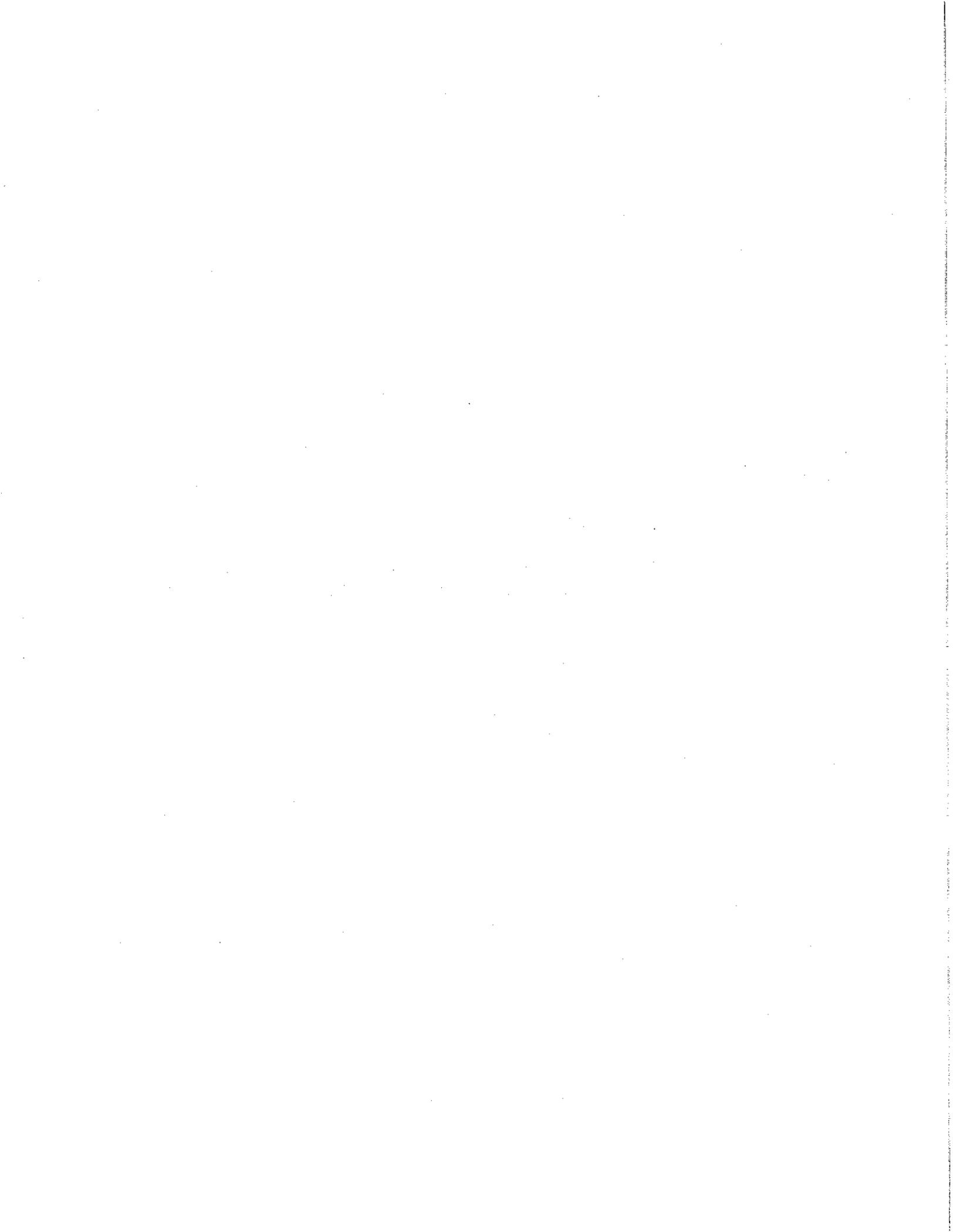


**TEAMSTERS LOCAL UNION #252
(REPRESENTING UNIFORMED POLICE PERSONNEL)**

AND

**CITY OF MONTESANO
(POLICE DEPARTMENT)**

January 1, 2018 - December 31, 2020



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ARTICLE 1 PREAMBLE

- 1.1 This Agreement is between the CITY OF MONTESANO (hereinafter called the "Employer"), and TEAMSTERS LOCAL UNION NO. 252 (hereinafter called the "Union"), for the purpose of setting forth the mutual understanding of the parties regarding wages, hours and conditions of employment.

ARTICLE 2 RECOGNITION

- 2.1 Scope of the Bargaining Unit - The City hereby recognizes Teamsters Local Union No. 252 as the exclusive collective bargaining representative for the purposes stated in Chapter 41.56, R.C.W., of all full-time Police Officers of the Police and casual employees who work seventy-nine (79) hours or less in a payroll month.

ARTICLE 3 UNION SECURITY

3.1 Employment Requirement

- 3.1.1 All present employees who are members of the Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. All employees who are hired thereafter shall become and remain members of the Union in good standing as a condition of their employment on or after the thirty-first (31st) day following the effective date of this Agreement or the date of the execution of this Agreement, whichever is the latter, or the thirty-first (31st) day following date of hire for new employees.
- 3.1.2 An employee hired after the effective date of this Agreement who can support membership in a church, or religious body, that, through bona fide religious tenants or teachings prohibits the payment of dues or initiation fees to Union organizations shall pay an equivalent amount of money to a mutually agreed nonreligious charity. The employee shall furnish written proof that such payment has been made.

3.2 Check Off of Union Dues

- 3.2.1 The Employer shall deduct monthly Union dues from the wages of each employee who has authorized the Employer, in writing, to make such deductions. Such deductions shall be made from wages paid each month and shall be remitted to the Union prior to the end of the month following the payroll period. The Union agrees to indemnify and save harmless the Employer from any and all liability resulting from the dues check-off system.

ARTICLE 4 EMPLOYEE DEFINITIONS

4.1 General Definitions

4.1.1 Within each general type defined below, employees will be further classified as full-time, part-time or casual depending upon the hours that they are regularly scheduled to work on a continuous basis. Full-time refers to those scheduled to work forty (40) hours or more within a designated work week. Part-time refers to those scheduled to work in excess of seventy nine (79) hours a payroll month but less than forty (40) hours within a designated work week. Part-time employees' accruable benefits shall be prorated. Casual refers to those scheduled to work less than seventy-nine hours per payroll month.

4.2 Probationary Employee

4.2.1 An employee appointed from a certification that has not yet completed one (1) year of employment. Probationary employees may be disciplined or terminated without recourse to the grievance procedure.

4.3 Regular Employee

4.3.1 An employee appointed from a certification who has satisfactorily completed the 12 month probationary period which starts upon successful completion of the Academy, or an agreed upon extension in accordance with civil service rules.

4.4 Provisional Employee

4.4.1 An employee appointed to fill a vacant Civil Service classification for a temporary period of time, as determined by the rules and regulations of the Montesano Civil Service Rules and Regulations. Provisional employees may be disciplined and/or terminated without recourse to the grievance procedure. The date of hire of a provisional employee shall not establish the employee's hire date for the purpose of seniority nor shall the employee receive credit for probationary time served should the employee subsequently be hired as a regular employee. After thirty calendar (30) days of provisional employment, the provisional employee shall begin receiving shift differential, sick leave, medical insurance, dental insurance, and vision insurance at a benefit level as set forth in this Agreement. Provisional employees shall not earn, nor shall they accrue holiday or vacation benefits.

ARTICLE 5 MANAGEMENT RIGHTS

5.1 Customary Functions

5.1.1 Delivery of municipal services in the most efficient, effective, and courteous

manner is of paramount importance to the Employer, and as such, maximized performance is recognized to be an obligation of employees. In order to achieve this goal, the parties hereby recognize the Employer's right to manage and operate the Department except as may be limited by an express provision of this Agreement. This right to manage shall include, but not be limited to, directing the activities of the Department; determining the level of service and methods of operation, including the introduction of new equipment; the right to hire or promote any employee; the right to lay off or to transfer an employee within the Department; the right to discipline, or discharge for cause; the right to determine work schedules and assign work; and to establish reasonable performance standards.

5.2 Use of Non-Bargaining Unit Personnel

- 5.2.1 The Employer reserves the right to utilize volunteer employees to the extent it deems appropriate; PROVIDED, such practice supplements and does not supplant the regular work force.
- 5.2.2 Nothing contained in this provision shall be construed as to give the Employer the right to make unilateral changes in wages, hours and working conditions. The Employer reserves the right to contract for services presently performed by the Department personnel if deemed to be necessary or desirable and in the best interest of the Employer.

ARTICLE 6 EMPLOYMENT POLICIES

6.1 Employee Layoff

- 6.1.1 Employees subject to layoff for any reason except discharge for cause shall be notified not less than thirty (30) calendar days prior to the implementation of such action.
- 6.1.2 Layoff of permanent employees due to reduction of force will be made by the Employer based on seniority within classification.
- 6.1.3 Employees laid off due to a reduction in force will be maintained on a rehire list for twenty-four (24) months. Employees shall be recalled to work in reverse order of their layoff (e.g., last employee laid off shall be the first to be recalled).

6.2 Nondiscrimination

- 6.2.1 There shall be no unlawful discrimination by the Employer against an employee for being affiliated with the Union or for participation in lawful Union activity.
- 6.2.2 This Agreement shall not be interpreted nor applied to cause the Employer or

Union to violate their policy on non-discrimination. The Employer and the Union shall cooperate to assure that no employee or applicant for employment is discriminated against by reason of race, religious creed, color, national origin, age, sex, political affiliations, marital status, sexual orientation, or handicap.

6.3 Training

- 6.3.1 Any employee who is required to attend training shall be compensated for such time at the employee's applicable rate of pay.
- 6.3.2 When an employee is utilizing an approved leave (such as vacation or compensatory time), and the employee is required to perform job-related requirements by the Employer, the employee shall have that time restored to his or her leave bank under the following conditions:
 - 6.3.2.1 Call back to perform job-related functions or to serve as a witness in a criminal or civil proceeding relating to the matters within the scope of the individual's employment shall be governed by the call-back provisions of Article 11, Section 11.2, provided, however, that duty-related assignments in excess of 50% of an assigned shift shall result in a full shift being restored to the employee's leave bank or comp time bank.
 - 6.3.2.2 Provided, however, that an employee and the Employer may agree to return to work for a limited assignment such as training or a departmental meeting at a one-to-one leave restoration where such return is voluntarily agreed to as a condition of approval of a leave request. This provision shall be limited to training or departmental meetings of four (4) hours or less. Training or meetings in excess of four (4) hours shall be treated under subparagraph 1 above.
- 6.3.2 All travel time in excess of twenty-five (25) miles in each direction shall be paid at the employee's applicable rate of pay.

6.4 Personnel Files

- 6.4.1 The following conditions shall apply to information placed in an employee's personnel file:
- 6.4.2 Employees shall be allowed supervised access to their personnel files upon request and shall be permitted to make copies of any and all information contained therein at the normal copy rate.
- 6.4.3 Employees shall be permitted to submit written rebuttals on any and all information placed in their file. Such rebuttals shall be attached to the

information which generated the rebuttal.

6.5 Educational Reimbursement

- 6.5.1 Employees shall be able to receive educational reimbursement under the terms and conditions set forth in City Resolution #722, attached as Appendix B.

ARTICLE 7 LEAVES

7.1 Military Leave

- 7.1.1 The benefit level provided by the Employer to eligible employees shall be no less than is provided for under State (RCW 38.40.060) and/or Federal law.

7.2 Jury Duty.

- 7.2.1 Any employee who is called for jury duty shall receive from the Employer the employee's regular rate of pay for the actual time required to be absent from work because of such jury duty. Any absence shall not be charged to accumulated sick leave or annual leave. The employee shall be required to apply for applicable pay for jury service, which shall be remitted to the City Clerk.

7.3 Leave of Absence

- 7.3.1 Any leave of absence without pay for reasons other than illness or incapacity may be requested for a period not to exceed thirty calendar (30) days through the appointing power. Leaves of absence for more than thirty (30) calendar days may be granted by the Civil Service Commission pursuant to their rules. A leave of absence for more than ninety (90) calendar days shall not entitle the employee, when returning to duty, to resume his/her former position, but shall entitle such employee only to standing on the preferred eligible list for said position. However, this restriction shall not apply to a leave of absence on account of disability caused by sickness or injury or to leave of absence during which the employee performs temporary service in another department of the City government.

7.4 Sick Leave

- 7.4.1 With each month of completed continuous employment with Employer, sick leave with pay shall be accrued by each full-time employee at the rate of eight (8) hours for each month of employment. Sick leave may be accrued to a maximum of one thousand forty (1,040) hours.
- 7.4.2 An employee may take sick leave for illness, requiring the employee's attendance, in their immediate family. Immediate family for purposes of this section shall be defined as spouse, children, and employee's father and mother.

An employee may use accrued sick leave for maternity purposes to the extent allowed by law.

- 7.4.3 Employees covered under RCW 41.26.030(19) shall make application to LEOFF Disability Board for disability leave if personal illness or incapacity extends beyond three (3) working days.
- 7.4.4 An employee who has exhausted sick leave and can document need of additional time due to medical reasons, shall be granted up to thirty (30) calendar days leave of absence without pay at no loss of seniority: PROVIDED that upon written request, the Mayor may grant an additional fifteen (15) calendar days leave of absence without pay at no loss of seniority.
- 7.4.5 An employee off on an industrial injury may elect to utilize his or her accrued sick leave on a prorated basis to supplement state industrial payments, but in no case may the accrued sick leave be utilized to the extent that it would cause the employee's salary to exceed its normal rates. To access this benefit the employee shall notify the Employer of his or her desire to supplement his or her income; the Employer shall issue the employee their normal monthly pay check. The employee is then required to remit state industrial payments to the City and will have his or her sick leave bank credited with the appropriate amount of hours based upon the state industrial payment made.

7.5 Unused Sick Leave

- 7.5.1 Employees shall be allowed to cash out unused sick leave at the time of separation (except just cause termination) under the following conditions:
- a) Employees with 5-10 years of service may cash out sick leave on a four (4) hours accrued for (1) hour pay up to a maximum of 100 hours pay.
 - b) Employees with 10-15 years of service may cash out sick leave on a four (4) hours accrued for (1) hour pay up to a maximum of 125 hours pay.
 - c) Employees with more than 15 years of service, who do not qualify for service retirement under DRS, may cash out sick leave on a four (4) hours accrued for one hour pay up to a maximum of 150 hours pay.
 - d) employees who retire under DRS, may cash out sick leave on a four (4) hours accrued for one hour pay up to a maximum of 200 hours pay.
- 7.5.2 Should the cash out outlined above affect the City's liability with DRS (i.e. PERS I employees) under applicable laws, rules and regulations then such employees shall not be allowed to receive a cash out of sick leave, these employees shall instead be allowed to take a like amount of time off, with pay, immediately prior

to the employee's separation date.

7.6 Bereavement Leave

7.6.1 If any full time employee suffers a death in the employee's immediate family, such employee shall be allowed leave with pay up to three (3) work shifts. Additional leave shall be deducted from accrued leave time. Immediate family shall be defined as:

- a) Spouse, child (step-child or adopted), mother, father, siblings, grandparents, and like relatives of employee's spouse.

ARTICLE 8 CIVIL LIABILITY

8.1 False Arrest Insurance

8.1.1 The Employer shall maintain insurance coverage for protection of the City and the employees. In addition, they shall be protected by such coverage as may be otherwise available to employees of the City, as well as being capable of availing themselves of the protection of Chapter 2.80 of the Montesano Municipal Code.

ARTICLE 9 UNION/EMPLOYER RELATIONS

9.1 Work Stoppage

9.1.1 The employees shall not cause or engage in any work stoppage, strike, slowdown, or other interference with City functions. Employees who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the Employer.

9.1.2 Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, boycott, slowdown, mass sick call, any form of work stoppage, refusal to perform duties, or other interruption of work.

9.2 Labor-Management Committee

9.2.1 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 require consideration. To accomplish this objective, the Employer and the Union agree that no more than three (3) duly authorized representatives of the Union shall function as one-half (1/2) of a Labor-Management Committee, the other half being no more than three (3) certain representatives of the Employer named for that purpose. The committee shall meet periodically for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties.

9.2.2 Should the Union and Employer mutually agree to change, add, or delete any provision of this Agreement, such change shall be set forth in an Appendix to the Agreement.

ARTICLE 10 OFFICERS BILL OF RIGHTS

All employees within the bargaining unit shall be entitled to the following protection:

10.1 Application of Discipline

10.1.1 Any formal discipline of employees shall be applied by Department Directors. Discipline shall include documented oral warnings, written warnings, suspension or discharge for just cause. No employee covered by this Agreement shall formally discipline another employee; provided however, nothing in this provision shall prevent such employee from directing the work force when so assigned by the Employer.

10.1.2 An employee subject to discipline shall be afforded the right to have the Shop Steward and/or Union Representative present to represent the employee.

10.1.3 Any document which may relate to disciplinary action shall be signed by the affected employee prior to placement of such document in the employee's personnel file. Items not bearing such signature will have no evidentiary value in a disciplinary hearing, provided, however, that if an employee refuses to acknowledge receipt of an item, the item shall be admissible so long as the employee's refusal is witnessed and noted by a third party. A third party shall mean any employee other than the supervisor delivering the disciplinary action and the affected employee. The employee's signature shall only be indicative of receiving a copy of said document and shall not necessarily indicate agreement with the contents. An employee may at any time place a written statement in his or her personnel file to refute or provide additional information regarding any item.

10.2 Investigations and Interviews

10.2.1 At least forty eight 48 hours prior to an interview, the employee shall be informed in writing, of the nature of the investigation and whether the employee is a witness or a suspect before any interview commences, including the name, address and other information necessary to reasonably apprise the employee of allegations of such complaint. The written notification shall also advise the employee of their right to have Union representation present during any and all interviews. This provision shall not apply to a criminal investigation of the employee conducted by another agency.

10.2.2 Any interview of an employee shall be at a reasonable hour, when the employee is on duty, unless the exigencies of the investigation dictate

otherwise. Where practicable, interviews shall be scheduled for the daytime.

- 10.2.3 The interview (which shall not violate the employee's Constitutional rights) shall take place at the Employer's facility, except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately with his/her Union Steward and/or Union Representative by an attorney rather than a Union Representative (see 10.2.6). The Union Steward, Union Representative or the employee's attorney, shall be present during the interview and shall be allowed to participate in the interview to the extent permitted by law.
- 10.2.4 The questioning shall not be overly long and the employee shall be entitled to such reasonable intermissions as the employee shall request for personal necessities, telephone calls, and counseling.
- 10.2.5 The employee shall not be subjected to any offensive language, nor shall the employee be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain the employee's resignation, nor shall the employee be intimidated in any other manner. No promises or rewards shall be made as an inducement to answer questions.
- 10.2.6 All employees may request an attorney of their choosing to be present during a departmental investigation. The cost of such attorney shall be paid by the employee requesting such attorney. The employee will be given a reasonable opportunity to schedule step in the investigation so that his/her attorney may be present but no step in the investigation shall be unreasonably delayed. "Unreasonably delayed" is defined to be any delay beyond five (5) business days. An additional five (5) business days shall be permitted if an employee on administrative leave elects to be placed on a paid leave (such as vacation or compensatory time), or leave without pay during any additional delay in scheduling which is related to the employee's attorney

10.3 Polygraph Tests

- 10.3.1 No employee shall be required to take or be subjected to any polygraph as a condition of continued employment.

10.4 Substance Abuse Tests

- 10.4.1 No employee, except those employees required by state or federal law, shall be required to take or be subjected to any random alcohol or drug testing as a condition of continued employment.

ARTICLE 11 HOURS OF WORK/COMPENSABLE HOURS

11.1 Overtime

- 11.1.1 All work performed in excess of the designated work week or more than eight (8) hours or twelve (12) hours, depending on the employee's assigned shift, in any twenty-four (24) hour period shall be paid at one-and-one-half (1½) times the employee's regular straight time hourly rate of pay. Compensatory time may be elected by the employee in lieu of monetary compensation and utilized in accordance with the Compensatory Time provision of this Agreement.
- 11.1.2 The chief of police or designee shall make every reasonable effort to distribute overtime equally among qualified employees.

11.2 Call-Back

- 11.2.1 Employees who are called back to work (e.g. additional shift assignments, court, mandatory meetings.) after completing their regular shift shall be paid a minimum of three (3) hours at one-and-one-half times the employee's regular straight time hourly rate of pay. The minimum listed above is not intended to apply for hours worked in conjunction with regular scheduled hours of work.
- 11.2.2 Call-backs during an employee's off-duty hours are subject to this provision, provided such call-backs are not occasioned through the fault of the employee; in such case, the minimums set forth above would not be applicable.
- 11.2.3 As a condition to the right to receive compensation under this article, an employee must have contacted the City's trial scheduling personnel between 16:00 and 17:00 hours on the last court day prior to the trial day, in order to determine whether the employee's presence at trial is needed.

11.3 Compensatory Time

- 11.3.1 Employees may elect to accrue compensatory time in lieu of receiving overtime wages. Compensatory time shall accrue at the rate of time-and-one-half for each overtime hour worked and shall be subject to the following conditions:
- 11.3.2 Employees may accrue up to one hundred twenty (120) hours of compensatory time, provided the chief of police, under special circumstances may allow the employee to accrue up to one hundred sixty (160) hours.
- 11.3.3 Use of accrued compensatory time shall be subject to the permission of the Chief of Police or designee.
- 11.3.4 Unused compensatory time, to a maximum of forty (40) hours, may be cashed

out hour-for-hour at the employee's applicable regular straight time hourly rate of pay during the month of November. Approval for cash out in excess of forty (40) hours shall be at the sole discretion of the Chief of Police or designee.

11.3.5 All accrued compensatory time must be utilized prior to an employee's actual retirement date, provided the employee is able to work.

11.4 Work Week

11.4.1 Patrol - A work week shall consist of forty (40) hours. The work week may consist of five (5) days per week of eight (8) hours each followed by two (2) consecutive days off or four (4) days per week of ten (10) hours each followed by three (3) consecutive days off. The designated work week will commence on Sunday and end on Saturday.

11.4.2 If an alternative shift is mutually agreed upon, the Employer reserves the right to unilaterally return to either of the shifts set forth in 11.4.1.

11.4.3 Patrol/Shift Changes - Changes in the regular work schedule and adjustments in the scheduled shifts to cover absences due to vacations or attendance at training schools will be posted no later than five (5) working days prior to said change.

ARTICLE 12 EMPLOYEE BENEFITS

12.1 Vacation

12.1.1 Vacations -- Vacation shall accrue in accordance with the following provisions and schedule listed below:

Hours Accrued Per Employment			
Months of City Service	Month	Year	Days
1-24	8.66	104	13
25-36	9.33	112	14
37-48	10.00	120	15
49-72	10.66	128	16
73-96	11.33	136	17
97-108	12.00	144	18
109-120	12.66	152	19
121-144	13.33	160	20
145-168	14.00	168	21
169-192	14.66	176	22
193-216	15.33	184	23
217-240	16.00	192	24
241+	16.66	200	25

12.1.2 Employees will be eligible to use accrued vacation after six (6) months of

employment.

- 12.1.3 The employee shall choose vacation time in order of seniority. Where an employee chooses to split vacation into two (2) or more periods, no second or third choice may be made until all other employees have made their first selection or second selection respectively. The Employer will post a department vacation roster, and will reserve the right to make final changes or modifications depending on bona fide operational requirements.
- 12.1.4 Vacation leave may be accumulated to a maximum of two hundred forty (240) hours.
- 12.1.5 Each employee will be required to take at least fifty percent (50%) of their accrued vacation time during the year, except in the year of termination. Vacation leave shall be computed exclusive of days off.
- 12.1.6 Employees who resign or are terminated shall be paid for all accrued vacation time hour for hour at their current regular straight time hourly rate of pay accrued up to the time of separation from service.

12.2 Holidays

- 12.2.1 Holidays - The following shall be recognized as designated statutory holidays:

New Year's Day	Veteran's Day	Thanksgiving Day
Martin Luther King's Birthday		Day after Thanksgiving
President's Day		Christmas Day
Memorial Day		Two Floating Holidays
Independence Day		
Labor Day		

- 12.2.2 For employees who begin or separate from service during the year, the two floating holidays, which are the equivalent of sixteen (16) hours of leave, shall accrue at the prorated rate of 1.33 hours per completed month of service.
- 12.2.3 In lieu of recognized holidays commissioned officers shall receive ninety-six (96) hours' compensation at their regular straight time hourly rate of pay, which shall be paid in a separate check on or before November 15th of each calendar year. In the event an employee does not complete their probationary period, holiday compensation paid under this provision shall be paid to the employee on a pro rata basis.

12.3 Health & Welfare

- 12.3.1 Effective January 1, 2018 the Employer shall pay the following percentage of the premium amounts:

a) Employee Coverage: AWC Health First 250 Plan- Health Insurance
Employee 100% of premium.

Spouse & Dependant Coverage: 95% of premium.

b) WASHINGTON TEAMSTERS WELFARE_TRUST - DENTAL
PLAN A, Employee, Spouse, & Dependents 100%

c) WASHINGTON TEAMSTERS WELFARE TRUST - VISION,
EXTENDED PLAN, Employees, Spouse, & Dependents 100%

12.3.2 The employee share of spouse and dependant coverage shall be paid by the employees by means of a payroll deduction. It is understood by the parties that in no case shall the employees' deduction for the aforementioned coverage exceed Seventy-five dollars (\$75.00) per month for the term of this agreement.

12.3.3 Employees shall have the option, at the next enrollment period, to replace the AWC Health First with the Group Health Cooperative of the Puget Sound HMO Medical Plan as offered by the Association of Washington Cities Employee Benefit Trust.

12.3.4 Effective January 1, 2018, based upon December, 2017 hours, the Employer shall contribute the sum required to the Trust for each eligible employee covered by this Agreement, who was compensated for eighty (80) hours or more in the preceding month. The premium payments shall be made to the Trust offices in Seattle, Washington by the 10th day of each month.

12.4 Uniform and Equipment Allowance

12.4.1 The Employer will furnish uniforms (shirt, pants, jacket, shoes, and hats) necessary for presentable appearance, and special personal equipment needed for police work. Care and maintenance of equipment and uniform shall be the responsibility of the individual officer.

12.4.2 Upon completion of an employee's probation period, eligible employees shall receive uniform and equipment allowance of not greater than eight hundred dollars (\$800.00) to be paid to the employee per contract year to replace uniform component(s) and/or equipment.

The City shall provide an annual accounting to each officer of the utilization of his/her uniform and equipment allowance on or before October 15 of each year. An officer's equipment may be evaluated by the Chief, at his discretion, and any individual officer may be directed to replace or acquire a uniform and equipment prior to December 31st of that year.

The balance of the employee's uniform and equipment allowance not spent by December 31 of each calendar year shall be paid to the officer as regular pay in the first pay period of the next calendar year, so long as the officer has fully complied with the Chief's direction regarding the replacement or acquisition of uniforms and equipment. Such payment is subject to all normal payroll taxes and deductions.

- 12.4.3 The proper uniform shall consist of such items of apparel as may be determined by the Chief of Police. The Chief shall have the authority to issue, modify, or rescind such directives. Any costs associated with changes mandated by the Chief shall be paid by the Employer without debit to the employee's uniform and equipment allowance; provided uniform changes that are phased in over a period of time shall be replaced using the employee's allowance.
- 12.4.4 Prior to purchase, the employee shall tender to the Chief or his designee a voucher detailing the items of clothing and/or equipment which are sought to be purchased through the clothing allowance showing the amount for each item. Upon the Chief's approval, the purchases, upon receipt, shall be paid from the employee's uniform and equipment allowance. All purchases shall be approved by the Chief of Police and must be law enforcement related and utilized on the job. The Employer shall keep and make available to the employee a current debit system which accurately reflects the employee's remaining balance.
- 12.4.5 All uniforms and equipment issued to the employee or purchased by the employee from his or her uniform and equipment allowance shall be considered the property of the Employer and shall be returned upon termination of employment. The employees shall be required to take reasonable care of all equipment and uniforms.
- 12.4.6 In the event an employee's uniforms or employer approved equipment are damaged in the line of duty, such shall be replaced or repaired by the Employer. Items lost or damaged due to negligence shall be replaced by the employee.

12.5 Deferred Compensation

- 12.5.1 Beginning January 1, 2018, the City shall contribute up to a maximum of twenty five dollars (\$25) per month to a deferred compensation program if an employee chooses to make a matching contribution.

ARTICLE 13 EMPLOYEE COMPENSATION

13.1 Salary Schedule

- 13.1.1 The classifications of employees and the monthly rates of pay are set forth in

Appendix A which is attached hereto and made a part of this Agreement.

13.2 Longevity

13.2.1 Longevity pay shall be added to the employee's base pay according to the following schedule:

5 through 10 years	1.0% of base pay
11 through 15 years	2.0% of base pay
16 through 20 years	3.0% of base pay
21 years and thereafter	4.0% of base pay

13.3 Working Out of Classification

13.3.1 Employees who are formally assigned by the Chief (or designee) to assume a majority of the duties and responsibilities of a higher paid classification shall receive a premium of 10% of the employees regular straight time rate of pay for all hours worked, when any such assignment of duties exceeds five (5) consecutive working days.

13.4 Shift Differential

13.4.1 A shift differential shall be paid for work during the following designated hours:

Hours worked between fifteen hundred (1500) and eighteen hundred (1800) hours shall receive a two percent (2%) shift differential. Hours worked between the eighteen hundred hours (1800) and six hundred hours (0600) shall receive a two and one half percent (2.5%) shift differential.

13.5 Specialty Pay

13.5.1 Employees assigned to perform the duties of a Field Training Officer, Emergency Vehicle Operations Course, Defensive Tactics, Firearms Instructor or Taser Instructor shall receive an additional \$100 per year for such certifications. Multiple employees and multiple certifications per person may be authorized in advance by the Chief of Police.

13.5.2 Fitness Incentive Program: Employees who meet the standards set forth in the Fitness Incentive program, to be developed by the department, shall be eligible for an additional day off each year. The day off shall be scheduled by mutual agreement of the chief and officer.

ARTICLE 14 GRIEVANCE PROCEDURE

14.1 Grievance Definitions/Timelines

- 14.1.1 For the purpose of this provision, the term "grievance" means any dispute by the Union against the Employer with respect to an alleged violation of an express term or provision of the Agreement and to address alleged improper or inappropriate disciplinary action taken against an employee.
- 14.1.2 Employees grieving disciplinary action may utilize the established Civil Services procedures or the contractual grievance procedure. Once the procedure is initiated, access to the other shall be deemed to have been waived.
- 14.1.3 A grievance may be initiated with the Employer within thirty (30) calendar days of the Union's or grievant's knowledge of the alleged violation, but in no event may a grievance be initiated after ninety (90) calendar days of the alleged violation or disciplinary action taken.

14.2 Procedure

- 14.2.1 Step One: Oral Discussion - Employees may notify their supervisor of the grievance and then, if they so desire, shall discuss the grievance with the Union Representative. If the Union Representative considers the grievance to be valid, then the employee and/or the Union Representative will contact the Chief of Police to effect a settlement of the complaint.
- 14.2.2 Step Two: Written Submission - If the grievance is not resolved to the Union's satisfaction at Step One, the Union shall submit the grievance in writing to the Mayor or designee, setting forth the article or section of the contract allegedly violated, the facts, and the names of any witnesses, and the remedy requested. The Mayor or designee shall render a written decision at the earliest convenience.
- 14.2.3 Step Three: Arbitration - The Union may appeal an adverse decision of the Mayor or designee to a neutral arbitrator. The Union shall give written notice to the Employer of its intent to submit a grievance to arbitration within thirty (30) calendar days of the Mayor's decision. The parties shall first attempt to select a mutually acceptable arbitrator. If the parties are unable to agree on an arbitrator within five (5) business days, the Union shall have the option, within ten (10) calendar days of the Union's request to arbitrate, of requesting a Public Employment Relations Commission staff arbitrator or in the alternative, request a list of eleven (11) independent arbitrators from the Federal Mediation and Conciliation Service (FMCS). The list shall be limited to members of the National Academy of Arbitrators from the nearest sub-region. In the event that a list of arbitrators is requested from FMCS, the right to first strike from the list shall be determined by a flip of a coin.

14.3 Grievance Arbitration

- 14.3.1 In accordance with any arbitration proceeding held pursuant to this Agreement, it shall be understood by the parties involved that:
- 14.3.2 If the grievance arises from alleged misapplication or misinterpretation of the Agreement, the arbitration shall have no power to render a decision that will add too, subtract from, alter, change, or modify the terms of this Agreement, and this power shall be limited to interpretation or application of the express terms of this Agreement.
- 14.3.3 The arbitrator shall rule only on the basis of the information presented in the hearing and shall refuse to receive any information after the hearing except upon mutual agreement between the parties.
- 14.3.4 Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be sworn and shall be subject to cross examination. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit post-hearing briefs within a time mutually agreed upon.
- 14.3.5 The decision of the arbitrator shall be final, conclusive, and binding upon the Employer, the Union, and the employee(s) involved. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the post hearing briefs have been submitted to the arbitrator.
- 14.3.6 The cost of the arbitrator shall be borne equally by the Employer and the Union, and each party shall bear the cost of presenting its own case. Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof, provided, however, if the other party requests a copy, such cost shall be shared equally.

ARTICLE 15 SEVERABILITY

15.1 Savings Clause

- 15.1.1 If an Article of this Agreement or any addenda thereto should be held invalid by operation of law by any court of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such Court, the remainder of this Agreement and addenda shall not be affected hereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

15.2 Entire Agreement

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

15.2.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals *with* respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargaining with respect to any subject or matter not specifically referred to or covered in this Agreement. However, nothing contained in this provision shall be construed as giving the Employer the right to make unilateral changes in wages, hours, or working conditions.

ARTICLE 16 TERM OF AGREEMENT

16.1 This Agreement shall become effective on January 1, 2018 and shall continue in effect through December 31, 2020.

DATED this 21 day of March, 2018.

CITY OF MONTESANO
252



Vini Samuel, Mayor

TEAMSTERS LOCAL UNION NO.



Darren O'Neil, Secretary/Treasurer 1/31/18



Jim Pea, Business Agent

**APPENDIX A
SALARY SCHEDULES**

Schedule of Wages

A.1 Effective January 1, 2018, the monthly pay for a police officer shall be increased by three percent (3%). Effective January 1, 2019, the monthly pay shall again be increased by three percent (3%), and effective January 1, 2020, the monthly pay shall again be increased by three percent (3%) reflected as follows:

Police Officer	Step A	Step B	Step C	Step D	Step E
	0 - 6 Mo	7 - 12 Mo	13 - 24 Mo	24 - 36 Mo	37+ Mo
2018	\$4,679.66	\$4,972.13	\$5,264.57	\$5,557.10	\$5,849.58
2019	\$4,820.05	\$5,121.29	\$5,422.51	\$5,723.81	\$6,025.07
2020	\$4,964.65	\$5,274.93	\$5,585.19	\$5,895.52	\$6,205.82

A.2 Senior Officer Pay

A.2.1 Police Officers who meet the following criteria shall receive a promotion to Senior Officer and shall receive an additional five (5%) percent increase over step E.

A.3. Criteria:

- a) Must have served five (5) years as a police officer, three (3) of which are with the City of Montesano.
- b) Must have completed the first level supervision training and possess a certificate from the Criminal Justice Training Division. Must have obtained 90 college credits within a course of studies approved by the Chief.
- c) An officer may apply to substitute military service of a least four (4) years. Service must display leadership and supervision training and experience, and the officer must have been honorably discharged to substitute for the ninety (90) college credit requirements. Approval shall be at the discretion of the Chief.
- d) The Chief may suspend the Senior Officer pay for an officer's criminal misconduct, with an annual review of the suspension.

A.4. Advanced Initial Placement

A.4.1 Basic Law Enforcement Academy qualifies an individual to starting salary of Step B".

A.4.2 Employees hired through the lateral entry program shall be placed at a minimum of Step C of the salary schedule and shall be considered a thirteen (13) month employee for salary purposes only.