

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

**JANUARY 1, 2019 through DECEMBER 31, 2020**



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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 Sergeants)

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**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**

The Employer recognizes the Union as the exclusive bargaining representative for all full-time Law Enforcement Sergeants.

**Article 2.**

**UNION SECURITY**

- 2.1 Notification of New Hires. The Employer agrees to notify the Union within five (5) working days when new employees subject to this Agreement are hired, which satisfies RCW 41.56.037 as enacted or amended.
- 2.2 Dues Deduction Procedure. The Employer will deduct and transmit monthly those regular Union membership initiation fees, dues, and assessments from the pay of each employee who so authorizes the Employer in writing. In addition, the Employer will provide the Union a list of employees and their respective Union-related deductions. The Union agrees to indemnify, defend and hold the Employer harmless from and against any and all claims, suits, orders and judgments brought against the Employer as a result of any payroll deduction made on the Union's behalf until any relevant statute of limitations for such claim, suits, orders, and judgments have passed. The employee's dues deduction authorization remains in full

force and effect for a maximum of 30 calendar days after the employee provides written notice revoking such authorization to the Employer and the Union. The Union may give the Employer thirty (30) days written notice to discontinue dues check-off.

### **Article 3.**

#### **MANAGEMENT RIGHTS**

3.1 The Employer retains the exclusive right to reserve all powers and authority to manage its operations in an effective manner, subject only to the limitations expressly stated in this Agreement. The following management rights and responsibilities are examples, not intended as all-inclusive:

- Determine the City and Departments' mission, policies, and service standards.
- Establish, enforce and modify reasonable rules and regulations for the operation of the City and the conduct of its employees.
- Determine and change City or Department budget, methods of operation, procedures, location, facilities, materials, technology, and equipment.
- Recruit, hire, layoff, promote, assign, classify, evaluate, appoint, transfer, discipline, discharge, or suspend employees in accordance with City of Sequim Policies and this Agreement.
- Determine the number of personnel and their work groups, assignments, schedules, methods, and processes for performing work.
- Determine and revise mental, physical and performance standards.
- Schedule and assign work, including overtime, and determine the duties to be performed by employees in a manner most advantageous to the City and consistent with requirements of municipal employment, personnel, and public safety.
  - Individuals may perform other duties as assigned including work in functional areas to cover absence or relief, to equalize peak work periods or otherwise to balance workload.
- Determine the need for additional education courses, training programs, on-the-job training, or class training, assign employees to such duties for periods to be determined by the Employer.
- Take any action as may be necessary to carry out the mission of the City and to deal with emergencies as declared by the Emergency Management Director, Mayor, City Manager, County, Governor, or President.

- 3.2 It is understood that all rights, powers, and authority the City had prior to the signing of this Agreement are retained by the City. The Employer agrees those Employer rules, regulations, policies and procedures adopted that affect working conditions and performance may be subject to the grievance procedure as to whether there has been a violation of such rule, regulation, policy or procedure. If there is a conflict between the terms of this Agreement and any City rule, regulation or policy, the terms of this Agreement govern.
- 3.3 The Employer agrees that for the life of this Agreement, it will not subcontract or outsource bargaining unit work, except as historically been Employer's practice, without first notifying the Union of its plans, meet with the Union representatives and explore alternatives with the Union that would meet the City's interests. The Employer and the Union will discuss the effects of any such decision upon employees covered by this Agreement.
- 3.4 The above-referenced provisions do not entitle Employer to make unilateral changes in wages, hours, or working conditions that are determined to be mandatory bargaining subjects pursuant to RCW 41.56.
- 3.5 Sergeants are responsible for administering City and departmental policies and procedures, for managing the employees they supervise including conducting performance reviews, and making recommendations on transfers, promotions, discipline and discharge consistent with the department's adopted policies and procedures.

#### **Article 4.**

#### **NO STRIKES**

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.**
  - 6.2.1 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.
  - 6.2.2 Employees shall sign up by April 1st for planned vacation for that year. Those approved vacation schedules may only be changed with prior approval of the City. After April 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.
  - 6.2.3 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.

6.2.4 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.

6.2.5 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.

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

6.4 **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 lateral hires covered under the bargaining unit shall serve an 18-month probationary period. 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.
- 7.2 Internal hires with prior City of Sequim employment will serve a twelve (12) month probationary period. Internal hires will have limited access to the grievance procedure. During the 12-month probationary period they will not have the right to grieve a demotion back to patrol and may lose other special assignments as a result.
- 7.3 Notwithstanding the above provisions of 7.1, 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.
- 7.4 Except as provided in Article 7 for probationary employees, all employees of this 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 seven (7) 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.

8.2.1 Employees shall consider necessary overtime assignments as a part of employment.

8.2.2 The planning and scheduling of overtime shall be the exclusive function of management.

- 8.3 **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.
- 8.4 **Training.** 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.
- 8.5 **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**

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**

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, 2019 is attached in Appendix A.
- 11.2 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

11.3 Longevity premiums shall be paid beginning with the first full pay period following the completion of the eligibility requirements.

11.4 Educational Incentive Pay is 2% of base monthly salary for an Associate Degree and 4% of base monthly salary for a Bachelor's Degree.

11.5 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 the following must occur:

11.5.1 The Department Head must assign the employee to the higher class

11.5.2 The position must be assigned a minimum of twenty-four (24) or more consecutive hours when assigned to a 5/8 hour work schedule, twenty-seven (27) consecutive hours when assigned to a special assignment shift or thirty (30) or more consecutive hours when assigned to a 4/10 hour work schedule in the higher class to qualify for higher class compensation.

11.6 Employees selected for the position of Field Training Officer shall receive one (1) additional hour of paid compensation, at the Officer's regular rate of pay, for the days they are actually training Police Officers and newly hired Sergeants (including Reserves).

**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 April 1 and may be changed only by securing prior approval from the Employer. Selection shall be determined by seniority years of service with the City 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> (with the City)	<u>Per Year</u>	<u>Per Month</u>
00-12*	40	3.33
13-48	80	6.67
49-108	120	10.00
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 (6) months or longer, upon termination of employment, employees shall receive all vacation time earned and not yet taken.

12.4 **Annual conversion of vacation** – 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 of 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 a written request 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:

13.1.1 All monthly vacation accruals as provided in Article 12 – Vacations

13.1.2 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 In the event Christmas Eve falls on a normal workday -- at the Employer's discretion -- City Facilities may be closed to the public at noon. Nonessential employees may choose to remain at work or take Leave Without Pay, Vacation, or Compensatory Time.

14.2 The following schedule of paid holidays shall be observed:

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day  
Floating Holiday

- 14.3 If Pooled Time Off is taken on a holiday that is a scheduled work day, the employee will be paid 10 hours holiday pay for the observed holiday and may elect to use PTO for any additional hours of the scheduled shift.
- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 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 Regular full-time employees 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 or one (1) hour for every forty (40) hours worked, whichever is greater. Employees are entitled to use sick leave after thirty (30) days of employment. Regular part-time employees accumulate sick leave at the rate of one (1) hour for every forty hours worked or in proportion to the number of hours the employee is scheduled in writing to work, whichever is greater. Sick leave so granted and not used accrues to the credit of each such employee. Accruals may be carried over to a maximum of one thousand four hundred forty (1,440) hours; hours accrued in excess of that amount will not be carried over to the subsequent year.

- 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 is 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 or other use as authorized under RCW 49.46.210 as enacted or amended. The Employer may request verification for absences longer than three (3) consecutive days.
- 15.5 Sick leave benefits apply only to those authorized under RCW 49.46.210 as enacted or amended.
- 15.6 Absences due to work related injury and covered by L&I (Workers Compensation) are handled per section 14.7.
- 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 Worker'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.

#### 15.9 Statutory Benefit Mandates

15.9.1 The Employer and the Union agree that whenever Federal, State or Local laws require the Employer to provide benefits not negotiated by the parties to this agreement, such benefits will be administered in accordance with the enactment; and to the extent permitted, the Employer and employee will contribute to the cost of such non-negotiated benefit.

15.9.2 Paid Family and Medical Leave Program. Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits, which begins January 1, 2020, is established by Washington law and is therefore independent of this Agreement. Employer and Union agree that premiums and benefits are established by law and will be deducted accordingly.

### **Article 16.**

#### **BEREAVEMENT LEAVE**

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.

17.2 All Requests for leave without pay must be approved by the City Manager.

- 17.3 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.
- 17.4 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.
- 17.5 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.
- 17.6 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.
- 17.7 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
- 17.8 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**

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 and 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 resolution 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 Coaching and Counseling**

21.1.1 Coaching and counseling are deemed to be means of communicating and addressing an employee's performance deficiencies or behavioral problems. Coaching and counseling may be documented for future use in the employee's evaluation, at the supervisor's discretion. Coaching or counseling an employee is not considered discipline and therefore not grievable.

21.1.2 Any discipline process resulting from the coaching process that could affect wages and/or working conditions would be addressed via a separate and formal notice from the employer and acknowledgment by the involved employee and would be subject to the grievance procedure as defined in the CBA.

#### **21.2 Progressive Discipline**

21.2.1 Pursuant to Article 7, all new employees are exempt from the balance of this Article during their probationary period.

21.2.2 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. Reprimand
4. Suspension
5. Discharge

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

- 21.3 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.
- 21.4 Gross misconduct including but not limited to conviction of a felony, theft of City property, unauthorized 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.
- 21.5 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 20.1 - Grievance Procedure.
- 21.6 Any employee covered by Civil Service shall waive their right to the grievance procedure should they appeal to the Civil Service Commission.
- 21.7 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.
- 21.8 The Sequim Police Department's Personnel Records Policy and Drug and Alcohol Policy in effect at the time of ratification of this contract will remain in effect unless the Union is notified of proposed changes by the City. Future modifications of procedures may be made at the discretion of the Employer 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 - \$1,415.00  
Northwest Teamsters Dental Trust, Plan A - \$130.50  
Washington Teamsters Vision Trust - \$17.10  
Disability wavers (9) months - \$11.40  
Time Loss Plan A - \$18.00  
Life/AD&D Plan A - \$8.60

- 22.2 The employer will pay 87.5 percent of the monthly premium for Washington Teamsters Welfare Trust Plans listed above, beginning with the third pay period following ratification. The covered employees will have the remaining 12.5 percent withheld from wages.
- 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 in Article 22.2.
- 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 22.1, such change may be made, subject to the approval of the employer.

### **Article 23.**

#### **FALSE ARREST INSURANCE**

The Employer shall provide false arrest insurance.

### **Article 24.**

#### **EDUCATION INCENTIVE PAY**

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.**

**ALTERNATE PHYSICAL FITNESS INCENTIVE PROGRAM**

- 25.1 Recognizing that physical fitness is beneficial to the health and well-being of employees, in addition to lowering the potential costs of healthcare and work related injuries, both a standard physical ability test (PAT) (The Washington State Criminal Justice Training Commission PAT) and an alternate physical fitness test (as developed and agreed upon by an established labor/management process as per Article 30 – Labor Management Committee) have been established for use in this Physical Fitness Incentive Program.
- 25.2 Sworn Police Officers of the City of Sequim will be provided the opportunity to participate in either the standard PAT or the designated alternate test. Scheduling of the standard PAT and alternate test, makeup tests and/or retests shall be determined by the Chief of Police or designee.
- 25.3 A sworn employee, who successfully completes the standard PAT as defined in 25.4 will receive an incentive payment to be paid in the first pay period of the month following the test. The parties recognize that the City will reflect any and all amounts paid as allowances, bonuses, and/or incentives as subject to the IRS and payroll tax deduction.
- 25.4 Employees will earn a fitness incentive for the year for achieving passing scores for the standard CJTC PAT following successful passing of the test as follows:
- |               |       |
|---------------|-------|
| Minimum Score | \$300 |
| Mean Score    | \$600 |
| Maximum Score | \$900 |
- 25.5 A sworn employee, who successfully completes the alternate PAT, will receive an incentive payment at the mean score as defined in 25.4 to be paid in the first pay period of the month following the test. The parties recognize that the City will reflect any and all amounts paid as allowances, bonuses, and/or incentives as subject to the IRS and payroll tax deduction.

- 25.6 Three test dates will be scheduled for the physical fitness incentive tests (alternate and PAT) per year. A sworn employee may continue to take the test of their choosing only on scheduled test dates.
- 25.7 The Physical Fitness program incentive pay is not cumulative. The maximum amount of incentive pay a sworn employee can receive for successful completion of the standard PAT, in any one calendar year, is nine hundred dollars (\$900.00). The maximum amount of incentive pay an employee can receive if they pass the alternate PAT is six hundred dollars (\$600.00). The employee must designate which test they are to participate in prior to evaluation.
- 25.8 Sworn employees unable to participate in any of the scheduled tests due to an illness, injury, vacation, court, or any other conflict will not be eligible for the physical fitness incentive until the next fiscal year.
- 25.9 All incentive based testing will be done on a voluntary basis. Sworn employees requesting to test while "on duty" will need supervisor approval and will only be authorized if there is sufficient shift availability for call response. No overtime will be incurred by the City for employees choosing to participate in the physical incentive program.
- 25.10 Recognizing that participation in this incentive program is purely voluntary, those employees who opt not to participate, will not receive discipline, or be negatively treated by the City, or its supervisors, for choosing not to participate.
- 25.11 The incentive tests will be administered by Sworn Officers designated by the Chief of Police.
- 25.12 No aspect of the physical fitness incentive program is subject to the grievance procedure.

## **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**

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.

28.1.1 Employees may also be given assignments or duties by the Police Chief where plain clothes are the required attire for such assignment. In such cases "plainclothes uniforms" 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, and uniform cleaning required by Department Uniform Policy 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**

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.**

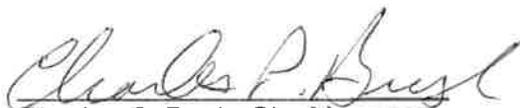
**TERM OF AGREEMENT**

This Agreement shall be effective January 1, 2019 and shall continue in full force and effect up to and including December 31, 2020. Should either party desire to modify or terminate this Agreement on December 31, 2020, 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 to on terms in effect December 31, 2020, 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 14 day of January 2019.

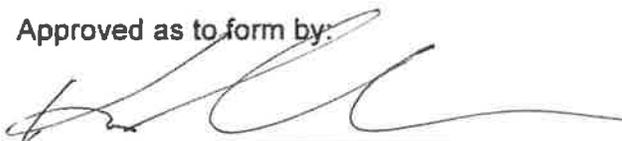
CITY OF SEQUIM

TEAMSTERS LOCAL #589

  
Charles P. Bush, City Manager

  
Mark Fuller, Secretary-Treasurer

Approved as to form by:

  
Kristina Nelson-Gross, City Attorney

**APPENDIX A**

Police Sergeants Salary Schedule				
Effective January 1, 2019				
5.0% Increase				
	Step A	Step B	Step C	Step D
Sergeants	37.15	37.96	38.71	39.49
With AA:	+ 2%			
With BA:	+ 4%			

Police Sergeants Salary Schedule				
Effective July 1, 2019				
5.0% Increase				
	Step A	Step B	Step C	Step D
Sergeants	39.00	39.85	40.65	41.47
With AA:	+ 2%			
With BA:	+ 4%			

Police Sergeants Salary Schedule				
Effective January 1, 2020				
2.0% Increase				
	Step A	Step B	Step C	Step D
Sergeants	39.78	40.65	41.46	42.30
With AA:	+ 2%			
With BA:	+ 4%			