

AGREEMENT

ORIGINAL

Between

CITY OF OTHELLO

And

TEAMSTERS, FOOD PROCESSING EMPLOYEES, PUBLIC EMPLOYEES,
WAREHOUSEMEN AND HELPERS, LOCAL UNION NO. 760

Covering

POLICE SERGEANTS –
OTHELLO POLICE DEPARTMENT

JANUARY 1, 2017

To

December 31, 2019

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ARTICLE 1: AGREEMENT

1.01 This Agreement is between the City of Othello, Washington and Teamsters, Food Processing Employees, Public Employees, Warehousemen and Helpers, Local Union No. 760. Unless otherwise expressly provided herein, the provisions of this Agreement shall be effective January 1, 2017.

ARTICLE 2: PURPOSE

2.01 The purpose of the City and Union in entering into this Agreement is to set forth their complete Agreement with regard to wages, hours and working conditions for the employees in the bargaining unit so as to promote the efficiency of law enforcement; the morale and security of employees covered by this Agreement; and harmonious relations, giving recognition to the rights and responsibilities of the City, the Union and the employees.

ARTICLE 3: DEFINITIONS

3.01 As used herein, the following terms are defined as follows:

- A. "Employer" and "City" means the City of Othello, Washington.
- B. "Union" means Teamsters, Food Processing Employees, Public Employees, Warehousemen and Helpers, Local Union No. 760.
- C. "Employee" means a regular full-time employee in the bargaining unit (as defined in subparagraph "D" hereof) covered by this Agreement.
- D. "Bargaining Unit" as used herein shall include employees of the Law Enforcement Department classified as Sergeant of the City of Othello.
- E. "Monthly Salary" means the monthly rate of pay so identified and set forth in Appendix "A" to this Agreement.

ARTICLE 4: RECOGNITION

4.01 The City recognizes the Union as the designated representative of its Law Enforcement Department for the purpose of collective bargaining with respect to wages, hours and working conditions and other conditions of employment.

4.02 It shall be a condition of employment that all employees of the Employer, covered by this Agreement, who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing and those who are not members on the execution date of this Agreement shall, on or before the thirtieth (30th) day following the execution date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date, shall on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.

4.03 All collective bargaining with respect to wages, hours, and working conditions and other conditions of employment, shall be conducted by authorized representatives of the Union and the Employer.

4.04 There shall be no soliciting of employees for Union membership during working hours. Any employee who does so shall be subject to disciplinary action including dismissal.

4.05 Authorized Union representatives may visit the workplace to discuss matters of Union business provided no such discussions may interfere with, hamper, and/or obstruct the normal operations or work schedules of the Department. The Union representative will notify the Department Head or other person in charge upon his arrival for visitation.

ARTICLE 5: DEDUCTION OF DUES

5.01 The Employer will make a deduction for Union dues and initiation fees from the wages of each employee who executes a properly written authorization and such deduction shall be remitted to the Union.

5.02 The Union agrees to indemnify and hold the Employer harmless from any and all suits, actions, judgments and/or awards that shall arise by reason of action taken by the Employer in reliance upon signed Authorization Cards furnished to the Employer by the Union for the purpose of complying with the provisions of this Article.

ARTICLE 6: COMPLIANCE

6.01 The Employer and Union will cooperate to assure compliance with Civil Service and non-discrimination laws.

6.02 Both parties agree that in order to comply with the applicable provisions of the Fair Labor Standards Act as legally required, this Agreement shall be modified to permit Employer compliance throughout the term of this Agreement, without penalty to the Employer.

ARTICLE 7: MANAGEMENT RIGHTS

7.01 The Union recognizes that the Employer has the obligation of serving the public with the highest quality service, efficiently and economically. The Union further recognizes the right of the Employer to operate and manage its operations, including but not limited to, required standards of performance to maintain order and efficiency, to direct employees and determine job assignments; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees; to discipline or discharge employees for cause; and to require reasonable overtime work of employees; to assign employees to periods of training and cross training. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function.

ARTICLE 8: PERFORMANCE OF DUTY

8.01 Employees shall perform their assigned duties to the best of their ability. The Union agrees there shall be no strikes, slowdowns, stoppage of work or any interference with the efficient management of the Othello Law Enforcement Department as prohibited by RCW 41.56.490. The Employer agrees there shall be no lockouts.

ARTICLE 9: WAGES

9.01 The monthly salaries of the employees covered by this Agreement are contained in Appendix "A", which by reference is made a part of this Agreement. Should it become necessary to establish a new job classification within the bargaining unit during the contract year, the Employer may designate a job classification title and salary for the classification. The salary for any new classification within the bargaining unit shall be subject to negotiation. Such negotiation shall commence no later than 45 days after implementation of any new classification or salary.

9.02 Premium Pay:

Spanish Fluency

Employees who are fluent in speaking and writing the Spanish language shall receive an additional 3% of base pay/month. The Employer will select and pay for any testing.

Education Incentive

2% of base pay for an Associate's Degree.

4% of base pay for a Bachelor's Degree.

FTO

Employees certified to be Field Training Officer (FTO) will receive an additional 2% of base pay for any month where they have a trainee assigned to them for field training.

Longevity:

Effective January 1, 2017, the Employee shall receive following completion of their anniversary date of employment with Othello Police, longevity pay as listed below:

<u>After Completion of:</u>	<u>Amount</u>
15 years (180 months)	3% of base pay/month
20 years (240 months)	4% of base pay/month

Deferred Compensation:

In accordance with the City's deferred compensation plan and limitations of federal law, regular full time employees are eligible to voluntarily participate in the City's Internal Revenue Code (IRC) Section 457 plan. The City reserves the right to select the plan administrator to improve cost effectiveness of the 457 plan administration and to improve service levels for plan members.

The City shall match up to two percent (2%) of the employee's base wage into the IRC 457 plan.

ARTICLE 10: HEALTH & WELFARE, DENTAL, VISION & LIFE INSURANCE

10.01 Effective January 1, 2017 and each month thereafter during the period this Collective Bargaining Agreement is in effect, the Employer agrees to pay to the Washington Teamsters Welfare Trust, c/o Northwest Administrators, for each employee who received compensation for eighty (80) hours or more in the previous month the following coverage's for the employee and their dependents:

H&W: Contribute the sum \$1,203.70 per month for benefits under Medical Plan B. This sum includes optional benefits as follows:

Medical Plan B - \$1,191.30/mo

\$15,000.00 Life and AD&D with \$1,500.00 dependent Life - \$4.40/mo

Time Loss (1-8-26) \$200.00/wk - \$8.00/mo

Dental: Contribute the sum \$130.50 per month for benefits under Dental Plan A.

Vision: Contribute the sum of \$14.90 per month for benefits under Vision Plan EXT.

Maintenance of Benefits: 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.

Effective January 1, 2017, the City maximum contribution will be \$1,349.10 month. Any increases to the H&W benefits above the employer maximum referenced above shall be shared, with the employer responsible for fifty percent (50%) and the employee responsible for fifty percent (50%), of any such increases. Any amount in excess of the employer contribution shall be paid as a monthly, pre-tax payroll deduction by the employee.

This will be calculated as follows:

Increase = (New year monthly combined premium – previous year monthly combined premium).

Employer contribution = previous year monthly combined premium + (Increase * .5)

Employee contribution = (Increase * .5)

10.02 Health and Welfare coverage, to include Medical, Dental, and Vision, shall be provided by the Employer in accordance with the laws of the State of Washington in existence at any given time during the term of this Agreement. This coverage shall include employees and dependents. Employee or dependent benefits shall not be reduced during the life of this Agreement.

ARTICLE 11: HOURS OF WORK

11.01 The City may implement workweeks and schedules as follows:

10:40 Schedule:

The "10:40" schedule for officers will consist of a ten (10) hour forty (40) minute workday inclusive of the meal period. This work period will consist of a twenty-eight (28) day reoccurring work cycle consisting of five (5) workdays, followed by four (4) days off, followed by five (5) workdays, followed by four (4) days off, followed by five (5) workdays, followed by five (5) days off. Shifts will generally consist of dayshift, swing shift, and nightshift and generally be rotated every twenty-eight (28) days. This may be adjusted to cover vacancies. The City will adopt an FLSA 7k work period start date for these work cycles prior to implementation. The "10:40" reoccurring work period is a 28 day cycle.

8 hour Schedule:

The schedule and workweek for full-time employees shall be five (5) consecutive days of eight (8) consecutive hours of work, (except as provided below), inclusive of the meal period, within the seven (7) consecutive 24-hour period.

11.02 Work schedules for part-time employees shall be at the discretion of the Employer. The Employer shall make reasonable efforts to ensure full time employees are not displaced as a result of such part-time scheduling.

11.03 The City and the Union recognize the necessity to plan for possible emergency staffing needs, which may include a temporary change from the 10:40 schedule above. In such an event, the Chief may request modification of (a) certain weekly schedule(s) for a finite period of time. All changes are subject to mutual agreement prior to implementation. Extension(s) of any period initially agreed to is (are) also subject to mutual agreement. All changes shall be subordinate to the balance of this article.

11.04 The non-FLSA 7(k) workweek shall consist of forty (40) hours of work. To the extent possible, schedule changes shall be posted two (2) weeks in advance. It is understood that changes in scheduling necessitated by illness, accident, or emergency on the part of the employee, are exempted from the required notice.

11.05 Shift Schedules: No employee shall be required to work more than two (2) different shifts during a workweek, unless necessitated by unavoidable circumstances beyond the Employers control. If an employee is required to work two (2) different shifts during one (1) week, the second (2nd) shift shall be the nearest shift to the first (1st), so as to promote as near normal work and sleep pattern for the employee throughout the work week. When circumstances necessitate a third (3rd) shift worked in any five (5) day period excepting shift change, all hours worked on the third (3rd) shift of the week will be compensated at time and one-half (1 1/2) the hourly rate.

11.06 When adequate vehicles are available, officers living within 30 miles of city limits will be provided a take home vehicle. Use of this vehicle will be subject to Police Department Policy.

ARTICLE 12: VACATIONS, SICK LEAVE AND HOLIDAYS

12.01 Vacations

Each department head is responsible for scheduling its employees' vacation without undue disruption of department operations. Leave requests shall be submitted by employees at least thirty (30) days prior to the vacation dates requested. Employees may be denied permission to take vacation if it would unduly disrupt operations. Employees are encouraged to use vacation time annually, upon approval from their department head. The maximum number of accrued vacation hours, at any time is 240 hours. In cases where City operations have made it impractical for an employee to use vacation time, the Mayor may authorize a two (2) month extension. Employees may be paid for unused vacation time upon proper termination of employment up to the 240 hour maximum. (Denials shall be reduced to writing and not unreasonably denied).

12.02 Vacation Accrual Rate:

Months of Service	0-12m	13-60m	61-120m	121-180m	181m and longer
Annual Hours Vacation Accrual	96hrs	120hrs	160hrs	178hrs	200hrs

12.03 Sick Leave

- a) All full-time regular employees, except LEOFF I employees, accrue sick leave benefits at the rate of one (1) 8 hour work day for each calendar month of continuous employment up to the number of hours in one-hundred twenty (120) work days.

Regular part-time employees accrue sick leave benefits on a pro-rated basis according to

hours worked.

- b) Employees accrue and may use sick leave during trial periods. Regular employees shall have six (6) days of sick leave available upon the commencement of employment as an advance of the first six (6) months sick leave. If employment is ended for any reason and the employee has taken more sick leave than earned, his/her final salary payment shall be adjusted accordingly.
- c) Sick leave covers those situations in which an employee is absent from work due to:
 - 1. Physical injury or illness to the employee.
 - 2. Employees may use their choice of sick leave, vacation or personal holiday leave to care for the employee's dependent children, under the age of eighteen (18) who are ill or have a health condition; to care for a spouse, parent, grandparent or parent in-law with a serious health condition or during a health emergency.
 - 3. Medical or dental appointments for the employee or dependent child, provided that the employee must make a reasonable effort to schedule such appointments at times which have the least interference with the work day.
 - 4. An employee eligible for sick leave with pay shall be granted such leave for personal illness or physical incapacity resulting from cause beyond the employee's control, such as forced quarantine of the employee, in accordance with community health requirements.
 - 5. Use of a prescription drug, which impairs job performance or safety.
 - 6. Actual periods of temporary disability associated with pregnancy or childbirth. Employees may request additional time off beyond the actual period of disability; vacation leave, compensatory time, or leave without pay may be used.
 - 7. Employees may be sent home and required to use sick leave if a supervisor determines an employee's performance is negatively affected by their conditions.
- d) When the sick leave continues for three (3) or more working days, the employer may require the employee to file a physician's certificate with the department head stating the cause of the absence and the nature of the illness. The City may also request the opinion of a second doctor at the City's expense to determine whether the employee suffers from a chronic physical or mental condition which impairs his/her ability to perform the job. Employees who are habitually absent due to illness or disability may be terminated if their disability cannot be reasonably accommodated and/or when the employee's absenteeism prevents the orderly and efficient provision of services to the citizens of the City.
- e) Leave may not be taken before earned.
- f) Sickness shall be reported at the beginning of any period of illness to the department head or supervisor as soon as practically possible.
- g) A doctor's certificate will be furnished at the discretion of the department head or personnel director whenever an employee claims sick leave for the protection of the employee and fellow employees.
- h) Any employee found to have abused the sick leave privilege by falsification or

misrepresentation may be subject to dismissal at the discretion of the Mayor.

- i) In the case of injury or illness which is covered by industrial insurance, an amount of sick leave may be used to pay the difference between industrial insurance, workman's compensation and the employee's regular rate of pay and no combination of payments received added to sick leave will exceed the regular rate of pay.
- j) Any failure to give notice, file a physician's certificate upon request, or complete a sick leave report as required in this section, may be cause for denial of such leave with pay.
- k) A health emergency is defined as needing immediate health care as confirmed by a doctor's certificate.
- l) Employees who use all their accumulated sick leave and require more time off due to illness or injury may with the City Administrator's/Mayor's prior approval, take leave without pay.
- m) When an employee is transferred to another position any unused sick or vacation leave shall be transferred to his/her credit on the new position.
- n) An immediate family member is a spouse/spousal equivalent or household member, child, step-child, parent, mother/father-in-law, sister, brother, or grandparent. Household members are persons who reside in the same home who have reciprocal duties to and do provide financial support for one another.

12.04 Funeral Leave:

An employee shall be allowed funeral leave not to exceed three (3) days for a death in the employee's immediate family (This term does not include persons sharing the same house when the living style is primarily that of a dormitory or commune.) If travel outside of the area is greater than two hundred fifty (250) miles one way the employee shall be granted up to two additional days from sick leave or other accrued leave. Additional time from sick leave or other accrued leave may be allowed at the discretion of the Chief.

12.05 Incentive Plan.

Any unused sick leave allowance in any year shall accumulate year to year, not to exceed nine hundred sixty (960) hours, into a bank for the future use of any employee, provided that an employee who accrues more than nine hundred sixty (960) hours of sick leave as of December 31st of any year shall be compensated for the sick leave hours accrued in excess of nine hundred sixty (960) hours at the rate of twenty-five percent (25%) of his or her sick leave in excess of nine hundred sixty (960) hours at his or her current salary rate. The compensation for excess accrued sick leave shall be paid to the eligible employee in the normal payroll in January of each year.

12.06 Worker's Compensation.

Any Employee who is eligible for State Industrial Compensation for time off because of an on-the-job injury shall be paid sick leave and shall charge the first three (3) working days of absence to sick leave. Thereafter, the Employee shall be compensated by the Employer in an amount equal to the difference between his regular salary and those sums he is paid by State Industrial. Exception: LEOFF 1 Employees shall be governed by applicable state statute.

12.07 Temporary Duty Disability and Service Credit Buy Back.

A. Applicability. This provision applies only to Plan 2 members of the Washington State

Law Enforcement Officers' and Fire Fighters' Retirement System (LEOFF).

B. Recouping Service Credit. Any eligible Employee who is disabled in the line of duty on or after January 1, 2005 may establish service credit under LEOFF Plan 2 if the employee receives disability leave supplement under RCW 41.04.500 through .503 or similar benefits under RCW 41.04.535

C. Procedure. Requests for service credit are subject to the following conditions:

1. Every member who wishes to establish service credit for disability must send written request to:

LEOFF Benefit Supervisor
Department of Retirement Systems
P.O. Box 48380
Olympia, Washington 98504

The request must include the member's name, social security number, current Employer, and the period(s) for which service credit is requested.

2. The member may establish up to six (6) months of service credit for each incident covered by RCW 41.04.500 through .530 or RCW 41.04.535, with a maximum of twenty-four (24) months for a career.

3. To establish service credit, a member must be employed in an eligible position or for an authorized leave of absence. Service credit cannot be granted after a member separates from employment even if he or she subsequently returns to service.

4. The Employer shall pay the Employee's contribution at the rates in effect for the period of service to be credited.

D. Basis of Contribution. Contributions are to be based on the "regular compensation" the member would have received if he or she had been able to work during the time to be credited. Salary increases that would have applied during this time are "regular compensation."

E. Verification of Employment. The Department of Retirement Services will calculate the obligation based on a Verification of Employment (VOE) form submitted by the Employer. The Employer must verify that the member received disability leave supplement under RCW 41.04.500 through .530 or similar benefits under RCW 41.04.535 during the period indicated on the VOE.

12.08 Holidays

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Day	December 25

Floating Holiday

Holiday hours will be posted in January at the rate of 48 hours, and in July at the rate of 40 hours.

Hours posted in January each year are intended for use in the six (6) month period following their posting, and the hours posted in July each year are intended for use in the six (6) month period following their posting.

Holiday hours are not intended to be utilized as vacation, but may be used one or two days at a time and in conjunction with other paid or unpaid days off, including vacation.

The City retains the right to reasonably deny requested Holiday hours off and if denied will provide a written explanation of denial. In the event an employee has requested to use their Holiday hours and the City has not been able to accommodate such request(s), the employee shall carry those hours forward.

12.09 Leave for Negotiations: For the purpose of contract negotiations, one (1) employee, Shop Steward, shall be released from regularly scheduled hours of work up to an aggregate maximum of twenty-four (24) hours. It is anticipated that negotiation sessions might continue into the employee's off duty time without compensation. The aggregate maximum may be extended upon agreement by the City.

12.10 Upon the on or off-duty death of a regular full time employee, the City shall compensate the surviving spouse or the estate of the deceased, the straight time hourly rate of the actual sick leave balance up to 960 hours.

ARTICLE 13: OVERTIME

13.01 Overtime which has been approved by supervisory or command personnel, and is performed in excess of the 10:40 or 8 hours whichever is currently being worked, unless the excess was created by the regular shift change exclusive of double shift, shall be paid for at one and one-half (1 ½) times the employees straight time rate. All extra shift work and extra duty that is performed will be compensated for at one and one-half (1 ½) pay.

13.02 Overtime shall be earned and paid in half (1/2) hour increments with any portion rounded to the nearest half (1/2) hour.

13.03 The hourly overtime pay rate shall be computed by multiplying the monthly salary times twelve (12), divided by the average annual number of scheduled straight time hours, multiplied times one and one-half (1 1/2). Overtime not converted to compensatory time will be paid as appropriate.

13.04 Compensatory time off in lieu of overtime pay may be granted by the Police Chief upon the employee's written request. Said time shall be credited at time and one-half (1 1/2) the hours worked and may accrue to a maximum of forty (40) hours. On December 31, any remaining hours will carry over to the new year.

13.05 Call-out. Minimum call-out shall be two (2) hours at one and one-half (1 ½) the regular rate of pay.

13.06 Excluding call-outs, business phone calls received outside of regular working hours will be compensated for at a fifteen (15) minute minimum.

13.07 Employees attending scheduled staff meetings during regularly scheduled days off shall

be paid an overtime rate for a minimum of two (2) hours. Scheduled meeting occurring in the connection with the beginning or end of an employee's shift shall be paid at the overtime rate for the duration of the meeting if such meeting cause the employee to work more than their normal amount of shift hours for that day.

ARTICLE 14: UNIFORM ALLOWANCE

14.01 The City will furnish uniforms to the employees. The Police Chief will decide when the uniform is worn and when it shall be replaced. A uniform is considered to be that clothing which the City requires an employee to wear on duty.

14.02 The City will clean dress uniforms as needed. Jumpsuits will be laundered by the employee.

14.03 The City agrees to compensate each member a \$200 taxable yearly "boot/clothing allowance" to be paid as part of the normal payroll in January of each year.

ARTICLE 15: SAVINGS CLAUSE

15.01 If any provision of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be held invalid and will remain in full force and effect.

15.02 There shall be no reduction of any benefits or conditions that were in effect prior to the signing of this Agreement.

ARTICLE 16: PROBATIONARY PERIOD

16.01 All newly promoted employees covered by this agreement shall serve a twelve (12) continuous month probationary period commencing on their first date of promotion. During this probationary period an employee may be demoted for any reason without cause and with or without notice given by the City. Demotions during the probationary period are not subject to appeal through the grievance and arbitration procedure as contained within this agreement.

ARTICLE 17: DISCIPLINE/DISCHARGE

17.01 The City has the right to discipline or discharge employees for just cause. No provisions of these disciplinary procedures are to be construed as to mandate the use of progressive discipline; although the City will strive to adhere to the principles of progressive discipline. The City may discipline or discharge employees based on the following examples of misconduct, but are not limited thereto.

1. Violations of work rules, regulations and amendments thereto;
2. Neglect of duty;
3. Insubordination;
4. Conviction of a crime;
5. Gross misconduct;
6. Unauthorized use of material or equipment;

7. Abuse of sick leave;
8. Falsification of reports, records or other documentation;
9. Drinking of intoxicants or use of drugs while on duty or coming to work while under the influence of intoxicants and/or drugs;
10. Recklessness;
11. Theft;
12. Negligent and/or willful damage to City Property;
13. Possession of illegal drugs while on duty;
14. Failure to report to work at the end of an approved leave of absence period or using a leave of absence for reasons other than those for which it was originally granted.

17.02 If the City elects to use disciplinary action, then it will strive to administer discipline in a progressive fashion. Discipline will be dependent on the severity of the infraction, and the City is not required to adhere strictly to the order or system set forth below:

1. Verbal reprimand
2. Written reprimand
3. Suspension without pay
4. Discharge

17.03 All steps in progressive discipline shall be conducted formally, in a private meeting with the employee having a right to representation. Employees shall receive prior written notification of the issue to be discussed. It is the City's responsibility to inform the employee(s) of their right to Union representation. The Union will be provided copies of all disciplinary actions.

17.04 Employees will be entitled to a pre-termination hearing, with the right to representation, to present evidence, arguments, and witnesses in their defense.

17.05 The City will strive to investigate and administer disciplinary action in a timely manner.

17.06 Disciplinary records will, after twenty-four (24) months from the date of the incident, and upon the employee's written request, be returned to the employee, unless in the intervening period related infractions have occurred. In this case the time frame above starts over from the date of the most recent related infraction.

ARTICLE 18: GRIEVANCE PROCEDURE

18.01 A grievance means a claim or dispute by an employee with respect to the interpretation or application of the provisions of this Agreement. Nothing in this procedure shall prohibit an employee from discussing a complaint directly with his superior or department head without representation by the Union.

STEP 1: An employee or a group of employees claiming to have a grievance, shall state within ten (10) working days of its alleged occurrence, the grievance in writing. The written statement shall set forth:

- A. The nature of the grievance.
- B. A statement of the facts upon which the grievance is based.
- C. The provisions of the Agreement covering the grievance, and

D. A statement of the relief desired.

The employee shall present the written grievance to the Chief of the Law Enforcement Department. The Chief shall attempt to resolve it within ten (10) working days after it is presented to him.

STEP 2: If the employee is not satisfied with the solution by the Chief, the grievance, in writing, along with all pertinent materials may be presented to the City Administrator by the employee. The City Administrator shall attempt to resolve the grievance within ten (10) working days after it has been presented to him.

STEP 3: If within ten (10) calendar days the grievance has not been settled by the City Administrator and agreed upon by both parties, it shall be submitted to the Public Employment Relations Commission for mediation.

STEP 4: If within thirty (30) days the grievance has not been settled by mediation, the matter may be submitted by either party for arbitration. The arbitrator shall be appointed by agreement between the Employer and the Union. If the Employer and the Union are unable to agree upon an Arbitrator, within five (5) days after they meet to determine such an appointee, they shall jointly request the Public Employment Relations Commission to provide a list of five (5) Arbitrators from which the parties may select one (1). The Employer and the Union shall alternately eliminate the name of one (1) person on the list until one (1) name remains. The person whose name was not eliminated shall be the Arbitrator. It shall be the function of the Arbitrator to hold a hearing at which the parties shall submit their cases concerning the grievance. The Arbitrator shall render his decision based upon the interpretation and application of the provisions of the Agreement within thirty (30) days after such hearing. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer, which is beyond its jurisdiction. Each party hereto will pay the expenses of their own representatives and the expenses of the Arbitrator will be borne equally by the parties hereto. Neither the Arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement. When a person involved as an integral part of this procedure is unavailable for a period of time, the time period set forth in this procedure shall be extended in direct proportion to the absence during which the person is unavailable.

ARTICLE 19: REDUCTION IN STAFF

19.01 In the event of a needed reduction in staff, the employee with the newest hire date, in the affected classification, shall be the first person laid off.

19.02 Employee service shall terminate upon discharge for cause, resignation, retirement or twelve (12) consecutive months of layoff.

ARTICLE 20: FIREARMS PROFICIENCY

20.01 As ongoing weapons qualification is a requirement of the job, the Employer shall supply one-hundred (100) rounds of ammunition per quarter to each employee.

ARTICLE 21: LABOR MANAGEMENT COMMITTEE:

21.01 In the interests of greater communications and for the purpose of developing a more harmonious work environment, the parties agree to the creation of a joint Labor

Management Committee, to consist of no more than three (3) members appointed by the Union and no more than three (3) members appointed by the City. The Committee will meet as frequently as agreed to by the parties.

- A. The Committee may not intervene in, add to or delete from the Collective Bargaining Agreement nor may it involve itself in any grievance that has been reduced to writing and/or has passed Step 1 of the grievance procedure.
- B. The Committee shall be a means of resolving potential conflicts and possible grievances, communicating short and long term projects and goals of both the City and the Union and for the general sharing of information. Including the updating of budget status and fiscal outlook

Each party will keep their own minutes.

Meetings may be scheduled during working hours with no loss of pay or benefits to any members of the Committee or after hours or on off shift days with no pay and or benefits due.

ARTICLE 22: TERM OF AGREEMENT

22.01 The terms of this Agreement shall be in full force and effect from January 1, 2017 and shall remain in full force and effect through December 31, 2019.

Signed this 24th day of January, 2017

CITY OF OTHELLO

TEAMSTERS, FOOD PROCESSING
EMPLOYEES, PUBLIC EMPLOYEES,
WAREHOUSEMEN AND HELPERS,
LOCAL UNION NO. 760

BY: 

BY: 
1/18/17

APPENDIX "A"

SERGEANT DEPARTMENT
SALARY PLAN AND GROWTH STEP

2017 (Step A 10% above top officer, 3.5% Steps)

Step A	Step B	Step C	Step D
0-12 months	13-24 months	25-36 months	37 months or more
\$6,184 Monthly	\$6,401 Monthly	\$6,625 Monthly	\$6,857 Monthly

2018

Step A	Step B	Step C	Step D
0-12 months	13-24 months	25-36 months	37 months or more
\$6,307 monthly	\$6,528 monthly	\$6,757 monthly	\$6,993 monthly

2019

Step A	Step B	Step C	Step D
0-12 months	13-24 months	25-36 months	37 months or more
\$6,434 monthly	\$6,659 monthly	\$6,892 monthly	\$7,133 monthly

WASHINGTON TEAMSTERS WELFARE TRUST SUBSCRIPTION AGREEMENT

COLLECTIVE BARGAINING AGREEMENT PROVIDING FOR PARTICIPATION IN TRUST

The Employer and Labor Organization below are parties to a Collective Bargaining Agreement providing for participation in the above Trust. An enforceable Collective Bargaining Agreement must exist as a condition precedent to participation in the Trust.

City of Othello - Police Sergeants
 Employer Name
 500 E Main St.
 Address
 Othello WA 99344
 City State Zip Code

Teamsters Local No. 760
 Labor Organization (Union) Name
 1211 W Lincoln Ave.
 Address
 Yakima WA 98902
 City State Zip Code

COLLECTIVE BARGAINING AGREEMENT

The parties' Collective Bargaining Agreement is in effect from: January 1, 2017 to: December 31, 2019
 New Account Renewal — Account No. 105703 Approximate No. of Covered Employees 3

INFORMATION CONCERNING EMPLOYER'S BUSINESS

Employer EIN (Tax ID No.) _____
 Employer is: Public Entity Corporation - State of _____ Partnership Sole Proprietorship LLC
 If Partnership or Sole Proprietorship, provide name/s of the owner or partners: _____

BENEFIT PLAN(S) DESIGNATED IN COLLECTIVE BARGAINING AGREEMENT

The Collective Bargaining Agreement provides that contributions will be made to the Trust on behalf of all employees for whom the Employer is required to contribute under the Trust Operating Guidelines for the purpose of providing such employees and their dependents with the following benefit plan(s): (The undersigned parties acknowledge the receipt of a copy of the Trust Operating Guidelines which by this reference are made a part hereof.)

<u>COVERAGE IN BARGAINING AGREEMENT</u> (For renewals, list all coverages, not just changes)				<u>Monthly Rate</u>		
Medical Plan	<input type="checkbox"/> A	<input checked="" type="checkbox"/> B	<input type="checkbox"/> C	<input type="checkbox"/> Z	\$1191.30	
Life/AD&D	<input type="checkbox"/> A - \$30,000 Employee/\$3,000 Dependent				\$4.40	
	<input checked="" type="checkbox"/> B - \$15,000 Employee/\$1,500 Dependent					
	<input type="checkbox"/> C - \$5,000 Employee/\$500 Dependent					
Weekly Time Loss	<input type="checkbox"/> E - \$500	<input type="checkbox"/> A - \$400	<input type="checkbox"/> B - \$300	<input checked="" type="checkbox"/> C - \$200	<input type="checkbox"/> D - \$100	\$8.00
Disability Waivers	<input type="checkbox"/> Additional 9 months Disability Waiver of Contributions - Medical only				\$	
Domestic Partners	<input type="checkbox"/> Domestic Partners - Medical				\$	
Dental Plan	<input checked="" type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C		\$130.50	
Domestic Partners	<input type="checkbox"/> Domestic Partners - Dental				\$	
Vision Plan	<input checked="" type="checkbox"/> EXT				\$14.90	
Domestic Partners	<input type="checkbox"/> Domestic Partners - Vision				\$	

Will there be any coverage changes before the Collective Bargaining Agreement's expiration? Yes No. If yes, attach a Subscription Agreement for each change.

EFFECTIVE DATE OF CONTRIBUTIONS - A Subscription Agreement must be submitted in advance of the effective date below.

Contributions above are effective (month, year) January, 20 17 based on employment in the prior month.

Important: Coverage is effective in the month following the month in which the contributions are due based on the Trust's eligibility lag month. For example, contributions effective April based on March employment will provide coverage in May.

EXPIRATION OF COLLECTIVE BARGAINING AGREEMENT

Upon expiration of the above-referenced Collective Bargaining Agreement, the Employer agrees to continue to contribute to the Trust in the same amount and manner as required in the Collective Bargaining Agreement until such time as the Employer and the Labor Organization either enter into a successor Collective Bargaining Agreement, which conforms to the Trust Operating Guidelines, or one party notifies the other in writing (with a copy to the Trust) of its intent to cancel such obligation five (5) days after receiving notice, whichever occurs first. The Trust reserves the right to immediately terminate participation in the Trust upon the failure to execute this or any future Subscription Agreement or to comply with the Trust Operating Guidelines as amended by the Trustees from time to time.

For Employer [Signature]
 Title/Assn Mayor - Othello Date 1/24/17

For Union [Signature]
 Title Secretary-Treasurer Date 1/18/17

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