

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN



CITY OF OLYMPIA

AND



TEAMSTERS UNION LOCAL NO. 252

TERM OF AGREEMENT

January 1, 2025, through December 31, 2027

TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE 1 – RECOGNITION.....	1
ARTICLE 2 – UNION REPRESENTATION	1
ARTICLE 3 – UNION-MANAGEMENT RELATIONS	2
ARTICLE 4 – NON-DISCRIMINATION.....	2
ARTICLE 5 – MANAGEMENT RIGHTS	3
ARTICLE 6 – GRIEVANCE PROCEDURE.....	3
ARTICLE 7 – HOURS OF WORK	4
ARTICLE 8 – HOLIDAYS.....	8
ARTICLE 9 – VACATION	10
ARTICLE 10 – SICK LEAVE	12
ARTICLE 11 – BEREAVEMENT LEAVE	14
ARTICLE 12 – LEAVE OF ABSENCE.....	14
ARTICLE 13 – WORKER’S COMPENSATION	15
ARTICLE 14 – JURY DUTY	15
ARTICLE 15 – MILITARY LEAVE	15
ARTICLE 16 – EDUCATIONAL OPPORTUNITIES	16
ARTICLE 17 - MEDICAL, LIFE, VISION, DENTAL INSURANCE BENEFITS.....	16
ARTICLE 18 - EMPLOYEE RECORDS, DISCIPLINE, DISCHARGE.....	17
ARTICLE 19 – PROBATION	18
ARTICLE 20 – LAYOFF, RECALL FROM LAYOFF, PROMOTION.....	19
ARTICLE 21 – SENIORITY	20
ARTICLE 22 – WAGES.....	20
ARTICLE 23 – WESTERN CONFERENCE OF TEAMSTERS	21
ARTICLE 24 – UNIFORMS	22
ARTICLE 25 – SAFETY COMMITTEE	22
ARTICLE 26 – RETIREMENT.....	22
ARTICLE 27 – PARKING.....	22
ARTICLE 28 – SUBCONTRACTING	23
ARTICLE 29 – SAVINGS CLAUSE.....	23
ARTICLE 30 – NO STRIKE, NO LOCKOUT	23
ARTICLE 31 – ENTIRE AGREEMENT	24
ARTICLE 32 – TERM OF AGREEMENT	24
APPENDIX A – SALARY SCHEDULES.....	25
APPENDIX B – PHYSICAL FITNESS	28

PREAMBLE

- A. The City of Olympia, a municipal corporation, hereinafter known as the “Employer”, does hereby enter into an agreement with Teamsters Union Local No. 252, affiliated with the International Brotherhood of Teamsters, hereinafter known as “Union”, for the purpose of providing harmonious working relations between the Employer and the employees, establishing procedures for the resolution of differences, and rates of pay, hours of work, and other terms and conditions of employment.

ARTICLE 1 – RECOGNITION

- A. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours, working conditions, and other conditions of employment, for all full-time and regular part-time support personnel employees of the City of Olympia Police Department, excluding, Confidential Employees, Legal Department, Division of Probation, Courts, Cadets, and all other employees as provided in PERC case No 13987-E-98-2342 and decision No 6372-A – PERB.

ARTICLE 2 – UNION REPRESENTATION

- A. The City shall recognize Teamsters Union Local No. 252, affiliated with the International Brotherhood of Teamsters (Union) as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees described in the recognition clause.
- B. The Employer shall remain neutral when communicating with employees about Union membership. The Union shall have up to a thirty (30) minute orientation with new employees’ during the employee’s regular work hours. The Union will explain that it is the designated as the exclusive representative for all employees covered under the Collective Bargaining Agreement. The Union shall inform each new employee that membership in the Union is voluntary and only when an employee clearly and affirmatively consents to joining the Union may the Union collect dues/assessment. In addition, the Union shall explain to the new employee the rights and the benefits the employee would forgo by being a non-member. Such neutrality does not preclude the Employer from informing its employees that while they are a member of the Union whether they pay dues to the Union or not is up to the employee and the employee’s job is not dependent on paying Union dues.
- C. It is mutually agreed that only Union members of this unit shall engage in active participation in Union affairs of this unit or serve in a role of leadership of the unit such as: serving as a delegate or representative, serving on negotiating or other Union committees, or participating in other similar activities to the interest of the unit.
- D. For current Union members and those who choose to join the Union, the Employer shall deduct each pay period all appropriate Union dues and fees uniformly levied and shall continue to do so until notified by the Union or employee to stop such dues collection.

The Employer shall transfer amounts deducted to the Union. Authorizations for Payroll Deduction are valid whether executed in writing or electronically.

- E. Whichever party (Employer or Union) that receives the original Authorization for Payroll Deduction from the employee, shall provide an electronic or hard copy of the authorization to the other party within ten (10) days of the employee executing the document.
- F. Indemnification and Hold Harmless: The Union agrees to indemnify and hold the Employer harmless for any action taken, including terminating an employee at the Union's request, for the purpose of complying with this Article.

ARTICLE 3 – UNION-MANAGEMENT RELATIONS

- A. 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 authorized representatives of the Employer. Agreement reached between the parties to this contract shall become effective when signed by authorized representatives of the Employer and of the Union unless otherwise indicated. Should there be any conflict between City rules, regulations, or policy and this Agreement, this Agreement shall prevail.

The Employer and the Union agree to establish a Labor/Management Committee composed of two (2) representatives from each side. The purpose of this committee shall be to resolve issues and to provide a forum for an exchange of ideas. The committee shall meet quarterly or as needed and shall establish an agenda for each meeting prior to the meeting. Each side shall determine a co-chair, and the meeting shall be chaired alternately between the two. The committee will operate on the principles of consensus and shall publish joint minutes of each meeting. The committee shall not have the authority to alter or interpret this Agreement, nor shall it substitute for the grievance procedure.

ARTICLE 4 – NON-DISCRIMINATION

- A. The Employer and the Union agree that they will not unlawfully discriminate against any employee by reason of race, color, creed, national origin, disability, sex, age, marital and family status, sexual orientation, genetic information or religion, as long as the employee is capable of meeting the job requirements. Sexual harassment shall be considered discrimination under this Article. The City's regulations related to Domestic Partners shall apply to those provisions of this Agreement where applicable.
- B. The Employer agrees to take corrective action including discipline to assure that conduct in violation of this Article is remedied and that such discrimination does not continue. Reprisal against a grievant or witness for a grievant is prohibited.
- C. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by

the Employer or any Employer representatives against any employee because of Union membership or because of any legal employee activity on behalf of the Union.

ARTICLE 5 – MANAGEMENT RIGHTS

- A. Except as abridged or modified by this Agreement and except as indicated by State and Federal law, Management retains all rights granted by law to operate and manage the functions of the City, to control, direct, and schedule its operations and work force and to make any and all decisions affecting such operations, whether or not specifically mentioned herein and whether or not heretofore exercised. Such prerogatives shall include but not be limited to the sole and exclusive right to hire, terminate, promote, layoff, assign, classify, evaluate, transfer, suspend, discharge, and discipline employees, select and determine the number of employees, including the number assigned any particular work, increase or decrease that number, direct and schedule the work force, determine the location and type of operation, determine the schedule when overtime shall be worked, install or move equipment, determine the methods, procedures, materials, and operations to be utilized or to discontinue their performance. The City, at its sole discretion, may place an employee on paid administrative or critical incident leave.

ARTICLE 6 – GRIEVANCE PROCEDURE

- A. A grievance shall mean a dispute arising during the term of this Agreement involving the interpretation or application of the provisions of this Agreement. “Grievant” means an employee, a group of employees, or the Union having a grievance.
- B. Step One — Immediate Supervisor/Division Head
1. A determined effort shall be made by all parties to resolve differences at the lowest possible level. An employee who thinks they are aggrieved shall discuss the facts with the immediate supervisor and attempt to resolve their issue. If unresolved, the employee or Union shall present their grievance in writing to the Division Head within fifteen (15) calendar days of the occurrence or the date when the employee reasonably should have known of the occurrence which gave rise to the grievance. The Division Head shall attempt to resolve the issue and shall respond within seven (7) calendar days after receipt of the grievance.
- C. Step Two — Police Chief
1. If the parties are unable to resolve the grievance in Step One above, the grievance shall be submitted in writing to the Police Chief within fifteen (15) calendar days of the Division Head’s response or failure to respond. The written notice shall contain the factual allegations surrounding the occurrence, specific provision(s) of the contract violated, the proposed remedy sought by the grievant, and reasons for dissatisfaction with the Division Head’s solution. The Police Chief may meet with the parties and shall reply in writing within fifteen (15) calendar days after receipt of the written grievance.

D. Step Three — City Manager

1. If the parties are unable to resolve the grievance in Step Two above, the grievance and all supporting documentation and information shall be submitted to the City Manager or designee, within fifteen (15) calendar days of the receipt of the Chief's response. The City Manager or designee, may meet with the grievant and the Union, and shall respond in writing with a decision within fifteen (15) calendar days of said meeting.

E. Step Four — Arbitration

1. If the employee is not satisfied with the response at Step Three, the Union may, within fifteen (15) calendar days of receipt of the answer at Step Three, request arbitration. If the parties are not able to mutually agree upon an arbitrator (including agreeing to request that a PERC arbitrator be assigned) the Union shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS), limited to our sub-region and accepting only arbitrators who are member of the Nation Arbitration Association. The parties shall alternately strike names from the list, a coin flip determining which party strikes the first name. The last remaining arbitrator on the list shall be requested to hear the grievance.
2. Each party shall be responsible for compensating its own witnesses and attorneys if utilized. The arbitrator's findings shall be final and binding on the parties. Costs of the arbitrator (and recording fees if mutually agreed) shall be shared equally by the parties.

F. Time Limits: The time limits expressed throughout this procedure may be waived or extended by mutual agreement of the parties in writing. The steps in the grievance procedure may be eliminated by mutual consent. Failure on the part of the Employer to respond within the prescribed time limits shall allow the processing of the grievance at the next appropriate step. Should the employee or the Union fail to take a grievance to the next step within the prescribed time limits, the grievance shall be deemed abandoned.

G. The decision of the arbitrator shall be rendered within thirty (30) days, unless mutually extended. The arbitrator shall have no authority to make a decision contrary or inconsistent with or modifying in any way the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 7 – HOURS OF WORK

A. Employees who are employed in Regular positions (to include those funded by Project Funds) are eligible to participate in benefit programs provided their position is budgeted for a half-time (.5 FTE) position and the employee works at least twenty (20) hours per week. Employees whose positions are budgeted for less than forty (40) hours per week will be eligible for benefit programs on a pro-rata basis according to the number of hours

budgeted, subject to limitations imposed by external authorities such as insurance carriers and the State Department of Retirement Systems (DRS).

B. Benefits will be provided to part-time employees who are budgeted for and are regularly scheduled for less than twenty (20) hours per week, when an assignment causes them to work more than twenty (20) hours per week for thirty (30 days) or more. Benefit programs eligibility would begin the first of the month following the increase of hours and will continue while employee is regularly scheduled to work over twenty (20) hours per week. Benefits will be provided on a pro-rata basis and are subject to limitations imposed by external authorities such as insurance carriers and the State Department of Retirement Systems.

C. Crisis Response Unit (CRU), Community Service Officers (CSO) & Outreach Specialists:

1. Regardless of assignment, this applies to employees in the following classification:

- a. Crisis Response Specialist
- b. Crisis Response Supervisor
- c. CSO I
- d. CSO II
- e. Outreach Specialist

2. CRU/CSO:

Work Schedules – In order to meet staffing needs, flexible work schedules may be utilized. The length of the work day will be between eight (8) and eleven (11) hours on three (3) to five (5) day flexible work weeks depending on the annual hours scheduled. The regular workday for Community Service Officers shall be ten (10) hours and forty (40) minutes. The average scheduled weekly hours of duty in any year shall not exceed an average of forty (40) hours per week. The employer agrees to comply with FLSA regarding hours worked. Starting and ending hours will vary depending on the work schedule to be set by the Employer in consultation with the employees. Any hours worked in addition to an employee's regularly scheduled hours shall be paid at the overtime rate. For CSO mandatory in-service training day shall be a nine (9) hour day, however, for the purpose of travel time, travel time for the mandatory in-service training day shall not be paid as overtime until the employee has worked 10.67 hours. CRU will attend patrol training days when applicable. The day before training, swing shift may be adjusted to work 1100 (11:00 a.m.) – 2100 (9:00 p.m.) to comply with fatigue management. If there is a change to the partnership between the Olympia Police Department and Olympia Municipal Court, Article 7 Hours of Work may be reopened and negotiated at that time.

3. Work Periods: The work week shall be in conformance with the 7(k) exemption of the FLSA and shall be twenty-eight (28) days. The regular workday for CSO when unit is fully staffed shall be ten (10) hours and forty (40) minutes. Work schedules may be adjusted with two (2) weeks' notice to the employee, provided that changes occur after the employee's regular days off, or overtime is paid for hours worked outside of the original

schedule in that cycle. Regularly scheduled days off may change during quarterly shift schedule changes, which may result in the employee working longer than five (5) consecutive days. If this occurs over two different work periods, the number of workdays shall start over at the beginning of the new work period. Overtime will not be paid to employees for hours worked on the previous pay period's days off if such overlap occurs.

4. Rest and Meal Breaks: Meal and rest breaks are paid time during the workday.
5. Shift Differential: A shift differential of one dollar \$1.00 per hour shall be paid to employees who are scheduled to work an entire shift other than day shift.
- 6 Time off for Trainers: Employees who are assigned to work a swing shift and scheduled to provide a day shift training the following day shall have their work schedule adjusted to 1100 (11:00 a.m.) - 2100 (9:00 p.m.) hours to comply with fatigue management.
7. Exceptions may be made due to exigent, volunteer or emergency situations. The shift supervisor responsible for the overtime period shall approve such exceptions. Minimum staffing and other pre-scheduled special events do not constitute exigent or emergency circumstances. Employees who work a shift in excess of sixteen (16) consecutive hours due to the exceptions shall be paid double time (2X) the regular rate of pay until such employee is off duty for at least nine (9) hours.

D. Administrative Staff:

1. Regardless of assignment, administrative staff are employees in the following classifications:
 - a. Program Assistants; (Hiring and Training; Evidence; Public and Criminal Records);
 - b. Administrative Specialist;
 - c. Administrative Coordinator
 - d. Police Systems and Application Specialist;
 - e. Evidence Supervisor;
 - f. Police Records Supervisor;
 - g. Crime Analyst;
 - h. Senior Program Specialist
2. Work Day: The normal workday shall consist of eight (8) consecutive hours between the hours of 0600 (6:00 a.m.) and 2200 (10:00 p.m.) However, earlier or later starting times and ending times may be adopted. Such starting and ending times shall be set by the City and shall not result in the application of the overtime provision but shall be paid at the regular rate for eight (8) hours continuous work. The normal work week shall consist of five (5) consecutive days, Monday through Friday.
3. Alternative Work Schedules: Use of alternative work schedules are at the discretion of the City and may be denied, revised, or discontinued at any time based on the

operational needs of the City. Use of alternative work periods will be reviewed to determine impact on City operations.

4. Rest and Meal Breaks: Employees shall be authorized one (1) fifteen (15) minute paid break, scheduled as near as possible to the middle of each half (1/2) day shift, and a one (1) hour (one-half (1/2) hour if by mutual agreement) unpaid lunch break as near as possible to the middle of the shift.

E. Provisions Applicable to All Work Groups:

1. Overtime: All overtime will be pre-approved by a supervisor. Any work performed after the employee's regularly scheduled workday shall be paid at one and one-half (1 ½) times the regular rate of pay. Part time employees will be paid at one and one-half (1 ½) times the regular rate of pay for all work performed after the equivalent of a full-time employees regularly scheduled work day. Employees who work a shift in excess of sixteen (16) consecutive hours shall be paid double time (2X) the regular rate of pay until such employee is off duty for at least nine (9) hours. Overtime will be paid in fifteen (15) minute increments.
2. Training Time: Travel time for non-mandatory training shall be compensated as time worked. When mandatory training occurs on an employee's regularly scheduled days off, the employee shall be compensated at time and one-half (1 ½) for all hours, with a minimum of three (3) hours at the overtime rate.
3. Call Back: The City agrees to pay a minimum of three (3) hours overtime at time and one-half (1 ½) the regular rate of pay to the employees called to return to work after having left work and/or when called in or scheduled to work when not on duty unless the time extends to the employee's regular work shift or the employee is called back to rectify their own error. Three (3) hour minimum applies in situations where the employee has stopped their workday for more than thirty (30) minutes and has been called back to work. When called back within thirty (30) minutes, employees shall be paid overtime at time and one-half (1 ½) the regular rate of pay for actual hours worked.

Employees called into work prior to the start of their shift scheduled workday, will be paid a time and one-half (1 ½) regular rate of pay for all hours worked provided that the call back time extends into their regular shift.

4. Telephone Calls: Employees who are contacted by telephone, while off duty, by a supervisor, or designee, shall be compensated for business related calls on one-half (1/2) hour increments. Employees assigned to day shift will be paid in one (1) hour increments for business related calls received between 2200 (10:00 p.m.) and 0600 (6:00 a.m.). Employees assigned to a swing shift will be paid in one (1) hour increments for business related calls received between 0600 (6:00 a.m.) to 1400 (2:00 p.m.). Employees assigned to graveyard shift will be paid in one (1) hour increments for business related calls during business hours 0800 (8:00 a.m.) – 1700 hours (5:00

p.m.). Telephone calls outside of the business hours shall be compensated in one-half (1/2) hour increments. The one (1) hour minimum applies only to calls received by employees as described above. It is not intended to cover shift swaps, overtime, etc. Examples are as follows:

- a. A five (5) minute call will receive thirty (30) minutes of overtime at one and one-half (1 ½) pay.
 - b. A thirty-five (35) minute call will receive one (1) hour of overtime at one and one-half (1 ½) pay.
5. **Compensatory Time:** Compensatory time earned may be used only on the days mutually agreed by the employee and the City. Compensatory time may accumulate to the maximum of one hundred six point seven (106.7) hours but will be cashed out to fifty-four (54) hours in the December 10th paycheck of each year. Compensatory time may be used, at the employee's choice, for illness within the immediate family as defined in Article 10 Sick Leave, Section C (3). Employees are able to cash out compensatory time at their discretion throughout the year.
 6. **Standby Time:** If the City determines there is a need to place employees on stand-by for an event or occasion, the City will post the date(s) and times employees are needed for stand-by duty. The City will first seek eligible employees who voluntarily agree to be on stand-by assignments. Employees on stand-by will provide the Employer a contact phone number and will acknowledge within fifteen (15) minutes. Employees on stand-by duty will not be confined to a particular location so long as they can respond with their duty uniforms and equipment within sixty (60) minutes of being called. An employee assigned to stand-by duty shall receive minimum wage per hour for stand-by pay.
 7. **Fatigue Management:** Employee's will not work more than (16) consecutive hours, including extra duty, in a twenty-four (24) hour period. Employees will have a minimum of eight (8) consecutive hours off duty in every twenty four (24) hour period. This does not apply to off-duty employment.

ARTICLE 8 – HOLIDAYS

A. The following days shall be recognized and observed as paid holidays.

New Year's Day	January 1st
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	First Monday in September
Veterans Day	November 11 th

Thanksgiving Day
Day After Thanksgiving
Christmas Day

Fourth Thursday in November
Fourth Friday in November
December 25th

1. In addition to the above listed holidays, each employee who has been employed by the City for at least six (6) months may select one (1) non-cumulative personal holiday each calendar year to be scheduled with mutual agreement. An additional non-cumulative personal holiday will be awarded each year the City achieves its Well City goals. Part-time employees accrue holiday time in an amount equal to the proportion of hours normally worked. The floating holiday may be used, at the employee's choice, for illness within the immediate family as defined in Article 10 Sick Leave, Section C (3).

B. CRU/CSO:

1. Holiday pay shall be given in lieu of a day off for each recognized holiday. Holiday pay is calculated by dividing the yearly base salary by 2080 hours, then multiplying the result by ten (10) hours for the CRU, with the exception being those assigned to Walking CRU. For CSO's the formula is base pay divided by 2080 hours multiplied by ten and sixty-seven hundredths (10.67) hours. The stated multiplier numbers may, consistent with Section 5 and by mutual agreement between the parties be changed as needed when work schedules change.
2. Effective upon execution of this Agreement, employees whose shifts begin on the following designated holidays shall be paid at a rate of time and one-half (1 ½) rather than straight time for the entire shift: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving, day after Thanksgiving, and Christmas. Employees who voluntarily swap an entire shift on one of the eleven (11) mentioned holidays with another employee who was scheduled to work, shall be paid at time and one-half (1 ½) pay. Employees called in to work overtime on a holiday they were scheduled off shall be paid at triple time (3.0) for the entire shift. The employee originally scheduled to work shall receive regular holiday pay. If the employee works less than the whole shift, the remaining hours are paid at holiday straight time (1.0).
3. Holiday pay will be added to the employee's regular compensation during the pay period in which the holiday occurs with the exception of the personal holiday, which will be paid during the pay period taken. CRU/CSO staff shall have the ability to cash out their personal holiday or take the day off in whichever pay period the employee prefers. Leave taken on scheduled holidays shall be charged against Vacation, Compensatory Time or Sick Leave. Vacation leave shall be given in accordance with Article 9 and Sick leave in accordance with Article 10. CRU/CSO members that work on holiday will observe holidays on the actual day of the holiday. Holidays may be taken as comp time up to the one hundred six and seven hundredths (106.7) hour cap.

4. Part-time employees shall be compensated in proportion to the number of hours they work during the calendar month in which the holiday falls.

C. Administrative Employees:

1. Employees required to work on an established holiday shall be compensated at a rate of one and one-half (1 ½) time for all hours worked plus holiday pay.
2. All regular full-time employees shall receive their regular compensation for each holiday. Part-time employees shall be compensated in proportion to the number of hours they work during the calendar month in which the holiday falls. Holidays will be observed in accordance with the published City schedule. When a recognized and observed holiday falls on the regularly scheduled day off of an employee, that holiday will be the next regular, scheduled work day, or, by mutual agreement, the holiday may be the scheduled work day immediately preceding the holiday.
3. An employee who is on vacation leave or sick leave when a holiday occurs will receive holiday pay for the holiday, and it will not be charged against vacation or sick leave.

- D. For the purpose of computing overtime, all holiday hours compensated shall be regarded as hours worked.

- E. All full-time, regular non-exempt employees working an approved alternative work schedule shall have holiday pay calculated based on the number of hours normally scheduled to work on the day the holiday is observed. For example, an employee working a 4/10 schedule shall receive ten (10) hours of holiday pay. An employee working a 9/80 schedule shall receive nine (9) hours of holiday pay if a holiday falls on a day the employee is scheduled to work nine (9) hours, and eight hours (8) of holiday pay if a holiday falls on a day an employee is regularly scheduled to work eight hours. Holiday pay for the non-cumulative personal holiday shall be determined by the regularly scheduled work hours of the day it is taken. This section does not apply to part-time employees.

ARTICLE 9 – VACATION

- A. All regular employees shall accrue vacation in accordance with the following schedule.

<u>During Years of Service</u>	<u>Hours Annually</u>	<u>Number of Days (8 hr.)</u>	<u>Number of Days (10.40 hr.)</u>
1	96	12	9.23
2	108	13.5	10.38
3, 4, 5	120	15	11.53
6, 7, 8, 9	132	16.5	12.69
10, 11, 12	144	18	13.84

13, 14	156	19.5	15.00
15, 16, 17	168	21	16.15
18, 19	180	22.5	17.30
20, 21, 22	192	24	18.46
23, 24	204	25.5	19.61
25+	216	27	20.76

- B. There shall be no maximum accrual during the calendar year, but the maximum accrual shall be three hundred and twenty (320 hours) by December 31 of each year. If an employee's vacation leave balance at the end of the year is less than three hundred and twenty (320) hours there will be no reset.
- C. Regular benefits eligible employees shall accrue vacation leave in accordance with Article 7 Hours of Work. Probationary employees shall accrue but cannot use vacation leave.
- D. Accrued vacation shall be credited as earned vacation for each month of service in accordance with the schedule above.
- E. Vacation scheduling shall be based upon seniority, provided, in the judgment of the supervisor the operational needs of the City can be met. Employees shall request vacations, which are for one (1) week or more in duration through consultation with their supervisor as far in advance as possible, however employees must have the time requested (which can include anticipated vacation leave) on the books when making the request. Such requests are to be made preferably two (2) weeks ahead unless by mutual agreement or in cases of emergency. Should there be any conflict between employee requests, the more senior employee's request shall be granted if requested prior to March 1st of each calendar year. Employees shall be expected to continue to be cooperative in scheduling vacation.
- F. Employees who have accrued the maximum amount of vacation leave on December 31st shall not be precluded from exceeding that amount if they have requested and been denied the use of vacation leave, provided the denial is written and the supervisor is aware that the denial would result in the loss of vacation by the employee. If an employee is on sick leave on the date their accrual exceeds three hundred and twenty (320) hours or forty (40) eight (8) hour days, the employee shall be allowed to accrue in excess of that amount for the duration of that incident of sick leave use.
- G. Vacation or Compensatory Time may be used, at the employee's choice, for illness within the immediate family as defined in Article 10 Sick Leave, Section C (3).
- H. All employees who separate from City service for any reason after the probationary period shall be paid for unused, accrued vacation leave up to a maximum of three hundred and twenty (320) hours or forty (40) eight (8) hour days.

ARTICLE 10 – SICK LEAVE

- A. Regular full-time employees shall accrue sick leave with pay at the rate of eight (8) hours of sick leave for each full month of continuous service. Regular part-time employees who work at least twenty (20) hours per week will accrue sick leave on a prorated basis according to the budgeted FTE authorization as shown in the complement. There is no cap on sick leave accrued during the year, but an employees accrued sick leave will be reset at a maximum of nine hundred and sixty (960) hours on January 1st, of each year. If an employee's sick leave balance at the end of the year is less than nine hundred and sixty (960) hours there will be no reset.
- B. Regular benefits-eligible employees shall accrue sick leave in accordance with Article 7 Hours of Work.
- C. Sick leave with pay shall be granted for the following reasons:
 - 1. Personal illness or physical incapacity.
 - 2. Enforced quarantine of the employee by a physician.
 - 3. Illness within the immediate family (father, mother, spouse, brother, sister, children, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents, and grandchildren, domestic partner, domestic partner's children, domestic partner's parents) of the employee requiring the employee's presence.
 - 4. Medical or dental treatment for the employee or within the immediate family of the employee, as defined above, requiring the employee's presence.
 - 5. Leave for self or qualifying family members in accordance with RCW 49.76 for victims of domestic violence, sexual assault or stalking.
 - a. If authorized leave is taken for the purposes defined in Article 10 Sick Leave Section C (3) above, the employee may charge this time to vacation, compensatory time, floating holiday, or sick leave. For all other authorized use of leave as defined in Article 10 Sick Leave, Section C, the employee's sick leave accruals will be charged.
- D. An employee who intends to use sick leave shall notify the Employer via the method identified by the Employer for the respective work groups.
- E. Time off due to injury or illness after the employee has expended all leave, (sick leave, vacation and compensatory) shall be taken without pay.
- F. An employee may request from the City Manager a leave of absence without pay not to exceed twelve (12) months for a period of disability due to sickness or injury. A leave of absence without pay will not be granted until all accrued sick leave is exhausted.

However, the employee may hold over forty (40) hours of (non-shared) sick leave for use after leave of absence is completed.

- G. Upon the birth, complication from birth, or adoption of a child or children, employees will be eligible for benefits under the Family and Medical Leave Act (FMLA).
1. City Policy and federal law govern FMLA benefits. Leave of absence without pay will not be granted until all accrued sick leave is exhausted. The total absence shall not exceed six (6) months (retain one (1) week).
 2. Upon the expiration of the leave of absence without pay, the employee shall return to the same position, or equivalent position if that position no longer exists, as was held by the employee prior to the leave of absence.
 3. During the parental leave as described in Article 10 Sick Leave, Section G, the employer retains the right to ask the employee to consult with a physician to determine whether they may continue to work and for what period of time, and the employer shall receive such information and be entitled to have relevant questions answered.
- H. An employee may continue to purchase medical insurance through the City during sick leave without pay provided the City's insurance carrier permits such purchases. For employees on leave under Family and Medical Leave Act (FMLA) qualifying circumstances, the City will continue its medical coverage contribution for up to twelve (12) weeks inclusive of any sick leave. The City Policy and federal law govern FMLA benefits.
- I. If the City has reasonable grounds to believe sick leave is being abused, it may at its discretion require an employee to furnish substantiating evidence or a statement from a physician that the request for sick leave is justified. When an employee is returning to work from an extended illness or injury, the City may require a statement from a physician certifying that they are fit to return to work. Misuse of sick leave shall be grounds for disciplinary action.
- J. Nothing in this Article shall be interpreted as being contrary to the State "Paid Sick Leave law." See RCW 49.46. In the event of a conflict, State Law shall prevail.
- K. The Washington Paid Family Medical Leave program (PFML) is administered by the Washington Employment Security Department (ESD). The PFML program is funded through premiums collected by the ESD via payroll deductions and employer contributions. Employees will pay through payroll deductions the full cost of their premiums, consistent with RCW 50A.10.030. Should the State modify PFML premiums or the percentages of premiums subject to collection through payroll deductions during the term of this Agreement, the Employer will modify payroll practices to reflect such statutory changes.

- L. Starting January 1, 2022, upon retiring from the City, eligible employees will receive a cash out for their unused sick leave balance on a one (1) hour for four (4) hours basis with a maximum pay one hundred fifty (150) hours. All retirements will be verified the Department of Retirement Services (DRS). All funds will be contributed to a Health Reimbursement Arrangement (HRA) for each employee.

ARTICLE 11 – BEREAVEMENT LEAVE

- A. Department heads shall grant regular full-time employees up to three (3) days of bereavement leave with pay in the event of a death in the employee's immediate family (father, mother, spouse, brother, sister, children, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren, grandparents, step-parents, step-children, step-siblings, domestic partner, domestic partner's children, domestic partner's parents) or any individual living in the employee's household. In extraordinary circumstances, additional time off may be requested and charged to sick leave or vacation.
- B. In the event of the death of a member of the employee's family other than those set forth above, bereavement leave may be granted and such leave shall be charged against the employee's sick leave. If there is no sick leave available, the employee may use vacation leave with the permission of the Police Chief or leave without pay with the permission of the City Manager.
- C.

ARTICLE 12 – LEAVE OF ABSENCE

- A. A regular employee may be granted non-medical leave of absence without pay for a period not to exceed twelve (12) months, by the City Manager, provided such leave can be scheduled without adversely affecting the operation of the City. All accrued but unused vacation must be used prior to the commencement of a leave of absence granted under this Article. See Article 10 Sick Leave, Section F for medical leaves of absence.
- B. Requests for leave of absence without pay shall be in writing, shall be approved by the City Manager, shall contain reasonable justification for approval, and shall state the inclusive dates of such leave. A request for leave without pay by an employee in order to accept employment not in the City service shall, except in unusual circumstances, be considered as insufficient reason for approval of such request. The approval of such request and the terms under which it is granted, shall be set forth in writing by the City with a copy to the employee and the Union.
- C. No vacation or sick leave benefits or any other supplemental benefits shall accrue while an employee is on a leave of absence without pay; moreover, the employee's anniversary date will be adjusted by the length of the leave granted. The employee shall be allowed to continue insurance coverage through the City's plan by paying the premium, provided such coverage is permitted by the insurance carrier. Upon expiration of such regularly approved leave, the employee shall be reinstated in the position held at the time the leave was granted or to another equivalent position.

- D. An employee who is reinstated to their position after authorized leave of absence without pay, shall be paid at the same step in the range for their class that they were receiving at the time the leave of absence began. Failure on the part of the employee to report for duty promptly at the expiration of such leave shall be regarded as voluntary resignation.

ARTICLE 13 – WORKER’S COMPENSATION

- A. Worker’s Compensation shall be in accord with state law.
- B. Filing Requirement: For absence resulting from a work-related injury or illness, an employee is required to notify their supervisor immediately and file an application for Worker’s Compensation in accordance with state law.
- C. Compensation: An employee receiving time loss compensation may elect any of the following with regard to additional compensation.
1. An employee may elect to receive only the time loss compensation available from the Workers’ Compensation benefit from Labor Industries (L&I). Their time will be reported by the City as a type of unpaid leave, depending on eligibility.
 2. An employee may use their paid leave (sick leave, vacation, and/or comp time) to receive a regular paycheck from the City.
 3. An employee may elect to buy-back leave and restore accrual balances using their time loss payment from L & I that was used to get a paycheck from the City while on time loss. supplement time loss compensation with accrued sick leave, vacation pay and/or pay for compensatory time. Such leave may be used only to make up the difference between time loss compensation and the employee’s regular salary.
 4. Any overpayment, as a result of supplementing with sick leave, received by an employee, will be deducted from the employee’s paycheck(s) and the corresponding hours will be credited back to the employee’s sick leave bank.

ARTICLE 14 – JURY DUTY

- A. A City employee who is called for jury duty shall not suffer any loss of their regular City compensation during such absence. The employee shall also be allowed to keep compensation for jury duty. Time not worked because of such duty shall not affect vacation or sick leave accrued. Employees will report for work when less than a normal workday is required by such duties.

ARTICLE 15 – MILITARY LEAVE

- A. The City recognizes its obligation under Federal and State law and City Policy, Leave, Section 4.4 Military Leave.

ARTICLE 16 – EDUCATIONAL OPPORTUNITIES

- A. The parties agree that it is in their best interests to provide opportunities for employees to gain additional education in areas relating to their employment with the City. The City agrees to reimburse an employee for tuition expenses, subject to available City budget funds on a quarterly basis for Educational Assistance for such courses as may be approved in advance by the City Manager and in accordance with the City's policies. The employee must submit proof of satisfactory completion of the course, and such proof shall be placed in the employee's personnel file.
- B. Employees shall apply in writing through their department head for benefits contained in this Article.

ARTICLE 17 - MEDICAL, LIFE, VISION, DENTAL INSURANCE BENEFITS

- A. For 2025-2027 Health and Welfare Benefits are available through the Association of Washington Cities (AWC) Benefit Trust are the Regence HealthFirst 250 Plan and Kaiser twenty-dollar (\$20.00) Co-pay Plan.
- B. The City will pay 95% of the cost of medical insurance for regular full time employees and 85% of the cost of medical insurance for employee spouse and dependents, for employees in Insurance Plan 1.
- C. The City shall designate Medical Insurance Plan 1 for employees hired prior to January 1, 2013 and Plan 2 for employees hired on or after January 1, 2013. For Insurance Plan 2 the City will contribute 95% of the employee cost of the lowest base medical premium and 85% of the cost of the lowest base medical premium for spouse and dependents. The employee may elect either insurance option but the employee shall pay any cost in excess of the lowest base plan premium thru payroll deduction.
- D. Employees who are currently in one of the insurance plans and opt-out of the City's Medical Insurance Plan shall receive two hundred and fifty dollars (\$250.00) per month in lieu of any City provided medical insurance benefits, provided Federal or State law allows. Any new hired full-time employee will be given the opportunity to opt-out of insurance coverage upon proof of insurance coverage. However, if a married employee couple (except for currently participating employees as of July 1, 2016) is covered by City insurance, neither employee may receive the two hundred and fifty dollars (\$250.00) opt out provision for refusing the City's insurance.
- E. To ensure the City is maximizing its employer provided benefits, it is important to treat employees fairly and ensure employees understand their coverage. Accordingly, the City through its insurance provider may conduct a Dependent Eligibility Audit.
- F. The following terms shall apply:

1. Dental: The City agrees to pay the full family premium for Delta Dental Plan E and Orthodontia Plan 3. Employees who opt-out of the City's dental plan shall receive \$30.00 per month in lieu of any City provided dental plan, provided Federal or State law allows.
2. Vision: The City will pay 100% of the premiums for regular full-time employees and dependents for the Vision Service Plan - \$25.00 Deductible.
3. Disability Plan: The City shall pay for a long-term disability plan providing, at a minimum, 50% base salary replacement (to a maximum of \$5,000 monthly salary) and a one hundred and eighty day (180) waiting period. The plan will offer employees a provision to "buy up" to enhance the benefit at their own expense.
4. Life Insurance: The City agrees to provide life insurance coverage of twenty thousand (\$20,000.00) for each employee, one thousand dollars (\$1000.00) for a spouse and each dependent child, and to make available through payroll deduction additional life insurance coverage for spouses and dependents of employees.
5. Regular Full-Time Employee: The above benefits and levels of coverage shall be applicable to all Regular employees in the bargaining unit in accordance with Article 7 Hours of Work. New employees shall be allowed one (1) week in which to determine which carrier's coverage they want.
6. Regular Part-Time Employees: The City agrees to pay a prorated share of the premium cost of medical and 100% of dental, vision and orthodontia insurance for each regular part-time benefits eligible employee based on the authorized F.T.E. of the regular part-time employee's position. For example, a 0.50 F.T.E. regular part-time benefits eligible employee shall have half ($\frac{1}{2}$) of their medical premium paid.
7. Other: The City shall pay for Hepatitis A, B, DPT and tetanus inoculation for all employees potentially exposed to those diseases.

G. Voluntary Employees' Beneficiary Association (VEBA): The City shall establish a Health Reimbursement Arrangement (HRA) account for each employee of the bargaining unit through a Voluntary Employees' Beneficiary Association (VEBA) plan, pursuant to Section 501(c)(9) of the Internal Revenue Code. Each employee shall contribute forty dollars (\$40.00) per month to their VEBA account. The City will facilitate the deduction and transfer of these contributions on behalf of the employees.

ARTICLE 18 - EMPLOYEE RECORDS, DISCIPLINE, DISCHARGE

- A. Employee personnel records shall be considered confidential and as such shall be accessible to the employee concerned, the employee's supervisor, the Police Chief, other City officials as authorized by the City Manager, and the Union representatives as authorized by the employee. Personnel files shall contain only information directly

relevant to the employee's employment with the City. Employees may examine the file and shall have the right to rebut in writing any items in the file.

- B. Employees shall be disciplined and discharged only for just cause, and shall have the right to have a Union representative, i.e. Business Agent, and/or Shop Steward, present during disciplinary procedures except when an oral warning is being issued. In an internal investigation, Union representation shall not delay the initiation of the process for more than a reasonable period of time for travel purposes. However, depending on the severity of the issue, the City shall take into consideration the time of day, day of week, etc., in determining its urgency to schedule such investigatory meeting.
- C. Where appropriate, disciplinary action shall be progressive and may include the following measures:
 - 1. Documented oral warnings to be issued in private for minor infractions. Supervisors should inform the employee that an oral warning is being given and that the employee is being given an opportunity to correct the condition. Such disciplinary action will not be made part of the employee's personnel file. Oral warnings are not subject to the grievance process, however, the validity of such warnings may be raised by the Union if relied upon by the employer in a future discipline for which a grievance is processed. Record of oral warnings shall be destroyed after the employee's next annual review/evaluation.
 - 2. Written warnings, which shall state definitively the problem to be remedied, and the expectations of the Employer of the steps the employee is to take to remedy it.
 - 3. Demotion to a lesser classification in the case of the Lead Workers.
 - 4. Suspension without pay.
 - 5. Dismissal or discharge.
 - 6. Suspension with pay may be utilized for purposes of investigation. Such investigation shall be conducted in as expedient a manner as practical.

ARTICLE 19 – PROBATION

- A. Each new employee shall serve a probation period of six (6) months, except CSO's, who shall serve a probationary period of twelve (12) months. Probationary employees shall not have access to the grievance procedure for Grievances related to disciplinary actions.
- B. Time in a temporary position shall not be credited toward the probation period. No employee shall be employed as a temporary for longer than six (6) months.

ARTICLE 20 – LAYOFF, RECALL FROM LAYOFF, PROMOTION

A. The provisions of this Labor Agreement shall govern layoff and recall as provided for below. The City's general policy on "Workforce Management Plan" will apply unless in conflict with this Agreement.

B. Layoff:

1. Should the Employer decide to reduce the work force, layoffs shall be made by inverse seniority, provided in the judgment of the City, the remaining senior employee is qualified to perform the required work. In making that assessment, the replacement employee will be given a reasonable probationary period in accordance with Article 19 Probation, Section (A). to demonstrate their abilities in the new position. However, if the employee is not performing at an acceptable level, the employee will be laid off. The former laid off employee will be recalled, if available.
2. The Employer will give notice of at least thirty (30) days to the affected employee(s). No regular employee shall be laid off if there are any temporary or probationary employees doing bargaining unit work.

C. Recall from Layoff:

1. Any employee being laid off will be placed on a recall list. The list will be maintained for two (2) years. It is the responsibility of the employee to keep the City informed of their current address and telephone number so that they can be notified in case of recall. If an employee fails to report for work within fifteen (15) working days from the date of recall, they will be considered to have voluntarily resigned and will be removed from the recall list. No temporary employees shall be hired to do bargaining unit work by the department while any regular employees are in layoff status.
2. Layoff is considered a separation from City service. Benefits and leave accruals will not accrue during layoff. The anniversary date will be adjusted.

D. Promotion:

1. The Employer will consider candidates for promotion from within the bargaining unit before selecting employees from outside the bargaining unit. Vacancies will be posted for seven (7) working days.
2. An employee who is promoted shall be placed at the closest step in the new range that provides at least a five percent (5%) increase in salary.
3. The promotional probation period shall be six (6) months.
4. If, during the promotional probationary period, the employee is not performing at an acceptable level, as reasonably determined by the City, the employee will be

reinstated to the previous position and pay rate without appeal even though this may necessitate the layoff of the employee occupying the position. In such cases, the Employer will provide the employee with a written explanation of the employee's failure to perform at an acceptable level and successfully complete the probation.

- a. A promoted employee may, during the promotional probationary period, request to be returned to their previous position, if open, or to a similar position. Similar means the same pay range and step as the employee's previous position.

ARTICLE 21 – SENIORITY

- A. Employees in the bargaining unit shall accrue seniority from date of hire with the City into a position in the bargaining unit. Seniority shall be based on continuous service with the City within this bargaining unit including paid leave; however, seniority shall not be accrued while on layoff as per Article 21 Seniority and/or a requested non-medical leave of absence without pay per Article 10 Sick Leave, and Article 13 Worker's Compensation.
- B. Employees rehired by the Employer (this does not apply to those returning from layoff) and/or returning to this bargaining unit, except as referenced as above, will be considered as new employees under this Agreement.

ARTICLE 22 – WAGES

- A. Wages shall be as set forth in Appendix Salary Schedule A. Employees shall normally be hired at the first step of the pay range, and shall receive an increase to the second step upon completion of twelve (12) months' employment. Increases to succeeding steps in the pay range shall occur annually on the anniversary date of the employee's assumption of their current classification.
- B. Whenever an employee is assigned by the unit supervisor or a manager to perform all or, substantially all of the duties of another higher paid classification for a period of more than one full working day in a work week, the employee shall receive the greater of the lowest step of the higher pay range or a seven percent (7%) increase, whichever is greater, for the entire period. Employees receiving the pay and performing the duties of a higher pay classification will be governed by that position's FLSA designation for the payment of overtime.
- C. All regular pay checks will be directly deposited to the bank account of the employee's choice.
- D. Bilingual Pay: Employees shall receive a bilingual pay allowance of three-point three percent (3.3%) added to their base pay when language skills have been confirmed by an agreed upon language specialist or such other method as the City shall reasonably determine. An employee receives up to three-point three percent (3.3%) regardless of the number of qualifying foreign languages they are certified for. Bilingual pay for staff having conversational proficiency in the top four foreign languages based on U.S. Census

data for Thurston County. As of 2024, the qualifying languages are Spanish, Vietnamese, German, and American Sign Languages and can qualify for this incentive. Recertification of languages skills must be made every three (3) years within three (3) months following the anniversary date of certification. Those failing to recertify will lose the premium the first pay period following the three (3) months certification time period. Members that are receiving bilingual pay as of January 1, 2025, for languages other than those listed above will continue to be eligible for bilingual pay provided that they continue to recertify.

- E. Body Worn Cameras: Employees who are assigned a body worn camera shall receive a pay allowance of two percent (2.0%) hourly premium for all hours assigned to wear the camera.

ARTICLE 23 – WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND

- A. Effective January 2025 based on December 2024 hours, the Employer agrees to pay into the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit, the following amounts which are to be computed monthly:
- B. Fifty-two dollars and zero cents (\$52.00) per month per employee who is compensated for a full calendar month (based upon straight time hours). Employees compensated for less than a full calendar month shall receive thirty cents (\$0.30) per straight time hour to a maximum of fifty-two dollars and zero cents (\$52.00).

It is understood by the parties that the total amount remitted fifty-two dollars and zero cents (\$52.00) per month/thirty cents (\$0.30) per hour by the Employer was partially funded via a pre-tax contribution by a payroll diversion of negotiated wages in an amount equal to twenty-two dollars and fifty-eight cents (\$22.58) per month/thirteen cents (\$0.13) per hour for those employees compensation for a full month or thirteen cents (\$0.13) per hour for those employees compensated for less than a full month.

- C. The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.
- D. It is understood that if during the term of the agreement the bargaining unit wishes to increase the pension amount through an employee wage deferral, the parties shall meet to discuss the matter, any agreed upon modifications shall be outlined in an amendment which shall be attached to and incorporated into this agreement.
- E.

ARTICLE 24 – UNIFORMS

- A. When required, the City will provide uniforms. CSO's shall be provided with all equipment as defined by the City, including trouser belts. The City will pay each employee nine hundred dollars (\$900.00) for dry cleaning of uniforms and purchase of specified footwear and undershirts divided into two (2) semi-annual payments.
- B. CRU/Outreach Specialist employees shall be provided with all required uniform tops and jackets. The City will pay each employee a clothing and footwear allowance of three hundred and fifty dollars (\$350.00).
- C. All employees who are provided uniforms are required to wear them during duty hours, unless other attire is deemed more appropriate for the duties of the day. All employees are to keep their appearance in accordance with grooming standards developed by the Labor-Management Committee.

ARTICLE 25 – SAFETY COMMITTEE

- A. Employees from this bargaining unit shall select one representative to participate on the Police Department Safety Committee.

ARTICLE 26 – RETIREMENT

- A. All employees in the bargaining unit shall be covered under the Public Employees Retirement System (PERS).
- B. Members shall be afforded the option to participate in the Mission Square deferred compensation loan program. Members must follow the City's established guidelines and procedures for application, repayment, and terms. The City will observe all federal laws pertinent to this program. Members' failure to repay loan amounts and delinquency of loans could jeopardize the continued availability of the loan program and possibly the tax-exempt status of the entire plan. The IRS may amend/modify or eliminate the guidelines of the program at any time. Should the program be discontinued, any outstanding loans would continue but no future loans would be granted. The City reserves the right to cancel the loan program, for reasons to include, but not limited to: numerous defaults, delinquencies, or budgetary limitations of staff resources to administer the program.
- C. Members shall be afforded the option to participate in the City's Roth IRA.

ARTICLE 27 – PARKING

- A. The parking spaces located behind the jail will be reserved for OPD and Criminal Justice employees and city-owned OPD and Criminal Justice Center vehicles only.
- B. There will be eight (8) designated parking spaces for Teamsters members.

- C. Should the City acquire parking for City employees' use or sell the property currently located at 900 Plum Street, the City agrees to meet and bargain the impact.

ARTICLE 28 – SUBCONTRACTING

- A. It is the general policy of the City to continue to utilize its employees to perform work they are qualified to perform. However, the City reserves the right to contract out and/or eliminate any work it deems necessary in the interests of efficiency, economy, improved work product, or emergency taking into consideration the effected employees. Nothing in this Agreement shall prevent the City from exercising its right concerning contracting out and/or eliminating any work or function performed by employees in this bargaining unit.
- B. When a decision to subcontract would result in the loss of work and/or the layoff of bargaining unit employees, the City will notify the Union and give it an opportunity to discuss the issue of sub-contracting such work.
- C. If the City's decision is to subcontract, then the City will notify the Union of the elimination and/or contracting of such work or functions and will bargain the impact of such action with the Union.

ARTICLE 29 – SAVINGS CLAUSE

- A. If any Article, or part thereof, of this Agreement or any addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations to arrive at a mutually satisfactory replacement of such Article or addenda.
- B. It is agreed between the parties that nothing in this Agreement intends to abrogate existing monetary benefits not specifically referred to in this Agreement.

ARTICLE 30 – NO STRIKE, NO LOCKOUT

- A. The City and the Union recognize that the public interest requires the uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement neither the Union nor the City shall cause, engage in, or sanction any work stoppage, slow down, action in sympathy, or other interference with City functions.
- B. In the event of unauthorized interruptions, the Union agrees it will join the City in requiring the members to return to work immediately. Upon failure, employees who engage in any of the foregoing actions shall be subject to disciplinary action, up to and including suspension or discharge. No individual shall receive any portion of their salary or benefits as provided by the City, while engaging in activities in violation of this Article.

- C. The City shall not engage in or cause any lockout or interruption of work of its employees during the term of this Agreement.

ARTICLE 31 – ENTIRE AGREEMENT

- A. The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral or written statements shall add or supersede any of its provisions, unless mutually agreed upon by both parties and an amendment or revision to said article or section is properly adopted by the Union and the Employer.
- B. The parties acknowledge that each has the unlimited right and opportunity to make proposals with the respect to any matter deemed a proper subject for a collective bargaining agreement. The results of this exercise of the rights are set forth in this Agreement, provided however, if any issue is mutually agreed upon, the parties to the Agreement may amend any article or section herein.

ARTICLE 32 – TERM OF AGREEMENT

- A. This Agreement shall become effective January 1, 2025. and shall remain in effect until December 31, 2027.
- B. Should either party wish to inaugurate collective bargaining discussion over changes they may wish to introduce into this Agreement, it is agreed that notice of such intent shall be mailed to the authorized parties' signatory to the Agreement ninety (90) to sixty (60) days prior to the end of the final year of the contract.

SIGNED this _____ day of _____ 2025.

FOR THE CITY

FOR THE UNION

Steven J. Burney, City Manager

Brian Blaisdell, Secretary-Treasurer

APPENDIX A – SALARY SCHEDULES

Effective January 1, 2025:

The base wage rates for each job classification shall be as follows, which represents market adjustments and a general wage increase of 3.8% COLA to all wages.

Classification	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	
Community Service Officer I	TM1	\$5,146.75 \$61,761.00	\$5,404.09 \$64,849.05	\$5,674.29 \$68,091.50	\$5,958.01 \$71,496.08	\$6,255.91 \$75,070.88	Monthly Yearly
	TM2	\$5,795.50 \$69,546.00	\$6,085.28 \$73,023.30	\$6,389.54 \$76,674.47	\$6,709.02 \$80,508.19	\$7,044.47 \$84,533.60	Monthly Yearly
Crisis Response Specialist; Hiring and Training Program Assistant; Evidence Program Assistant	TM3	\$6,055.00 \$72,660.00	\$6,357.75 \$76,293.00	\$6,675.64 \$80,107.65	\$7,009.42 \$84,113.03	\$7,359.89 \$88,318.68	Monthly Yearly
Program Specialist; Outreach Specialist; Administrative Specialist; Public/Criminal Records Specialist	TM4	\$6,314.50 \$75,774.00	\$6,630.23 \$79,562.70	\$6,961.74 \$83,540.84	\$7,309.82 \$87,717.88	\$7,675.31 \$92,103.77	Monthly Yearly
	TM5	\$6,574.00 \$78,888.00	\$6,902.70 \$82,832.40	\$7,247.84 \$86,974.02	\$7,610.23 \$91,322.72	\$7,990.74 \$95,888.86	Monthly Yearly
Crime Analyst; Sr. Program Assistant; Evidence Supervisor; Community Service Officer II	TM6	\$7,395.75 \$88,749.00	\$7,765.54 \$93,186.45	\$8,153.81 \$97,845.77	\$8,561.51 \$102,738.06	\$8,989.58 \$107,874.96	Monthly Yearly
Police Records Supervisor; Supervisor Administrative Coordinator; Crisis Response Supervisor	TM7	\$8,044.50 \$96,534.00	\$8,446.73 \$101,360.70	\$8,869.06 \$106,428.74	\$9,312.51 \$111,750.17	\$9,778.14 \$117,337.68	Monthly Yearly
Police System & Application Specialist	TM8	\$8,347.25 \$100,167.00	\$8,764.61 \$105,175.35	\$9,202.84 \$110,434.12	\$9,662.99 \$115,955.82	\$10,146.13 \$121,753.61	Monthly Yearly

Anniversary Date Change – effective 01/01/2025, all current Teamsters members will change their anniversary date to July 1st and shall receive step progressions on July 1st of each year, the first progression being on 07/01/2025. This anniversary date will be changed should a current employee have a change in their position (ex: transfer, reclassification, promotions, etc.) Employees hired on or after 01/01/2025, shall have an anniversary date in accordance with their hire date.

General Wage Increases:

Effective January 1, 2025 employees will receive a Cost of Living Adjustment (COLA) of 3.8%.

Effective January 1, 2026 employees will receive a Cost of Living Adjustment (COLA) that is 100% of CPI-U with a minimum of 2% and a maximum of 4%.

Effective January 1, 2027 employees will receive a Cost of Living Adjustment (COLA) that is 100% of CPI-U with a minimum of 2% and a maximum of 4%.

Longevity Pay:

Effective January 1, 2025, longevity pay will be paid within the following schedule. Payment will be made in a lump sum the pay period after the employee's anniversary date.

Years of Service	1-4	5-9	10-14	15-19	20-24	25+
Per year	0%	0.75%	1.25%	1.75%	2.25%	2.75%

Assignment Pay:

Crisis Response Unit Downtown Walking assignment: Employees assigned to the downtown walking CRU, including those that are working to fill the mandatory staffing expectation on overtime, will receive premium pay of five percent (5%) for the hours they are working Downtown Walking CRU.

Community Outreach Dog Handler: The Community Outreach Dog Handler Specialty will consist of Primary and Back Up handlers. Primary handlers will be responsible for the care and training of the Community Outreach Dog as defined in Department Policy.

A. Primary Handler: Employees assigned as a Primary Community Outreach Dog handler shall receive premium pay in the amount of three-point three percent (3.3%) of the employee's base salary paid each month.

B. Hours of work for a designated primary community outreach dog handler shall include:

1. The regular shift for primary community outreach dog handler shall be reduced by one hour per workday, based on the existing schedule.
 2. When a primary community outreach dog handler is on sick leave, compensatory time off, or vacation leave, and continues to provide care for the police canine, the member's leave bank will be charged in accordance with paragraph "1" above.
- C. Back Up Handler: back up handlers will provide handling services for the dog at events that primary handler is unavailable to attend, or those events in which a second handler may be useful. They may provide care for the dog during absences of the primary handler.

1. Back up handlers will not receive specialty pay unless they assume the work of the primary handler and are actively handling the dog, in which case they will receive three-point three percent (3.3%) for the hours they serve in that role. (i.e while they are primarily responsible for the care and control of the dog.)
2. Back Up Handlers will be selected on the same criteria as Primary Handlers and defined in Department Police.
3. Back Up Handlers will receive routine on-going training, paid for by the City, with the primary handler and the dog in order to successfully handle the dog in public.
4. In the event that the backup handler assumes the role of primary handler for twenty-four (24) hours or longer, they shall receive the benefit of the primary handler. These benefits shall end upon return of the dog to the primary handler.

CRU Training: CRU training assignment will be made only when there is a probationary Crisis Response Specialist on staff needing individual training and mentoring. The CRU training program will consist of CRU Supervisors and CRU Trainers

A. CRU Supervisor: The standard is the Supervisor will be the lead trainer.

B. CRU Trainers:

1. May be assigned to train new employees when CRU Supervisor are on vacation, sick, or unavailable. Training assignment shall be communicated to the trainer by a CRU Supervisor or Outreach Service Manager.
2. Shall receive an additional 2.5% of base pay for being assigned by a CRU Supervisor or the Outreach Service Manager as a CRU Trainer while training. Compensation shall be applied to the entire shift regardless of the length of time the CRU trainer was engaged with the new employee.
3. The CRU trainer shall receive an additional one percent (1%) of base pay while not training for the duration of the employee's probationary period. This compensation begins after the first time the CRU train engages in assigned training with the trainee. There shall be no cumulation of training premium rates. If the CRU Trainer performs additional training shifts, the compensation will revert two and one-half percent (2.5%).
4. The one percent (1%) of base pay while not training for the duration of the employee's probationary period cannot be combined with additional probationary employee's probationary periods. The compensation of multiple trainees does not pyramid.
5. In the unlikely event that the CRU trainer assigned to the team does not engage in training during the recruit's training phase, the CRU trainer assigned to the recruit's training phase, the CRU trainer assigned to the recruit's team shall receive one percent (1%) of base pay after the recruit completes training for the duration of the employee's probationary period.

- C. Assignments may be of any duration, may be effective only during specific time periods, and may if necessary, for employee development and training purposes be rotated on a regular or occasional basis between employees.
- D. Assignments may be temporarily or permanently ended or discontinued for appropriate reasons such as unsatisfactory performance by the assignee or if operationally they are no longer required.
- E. Assignments are not considered promotions and the methods, procedures, and standards used in determining if, how and when assignments are made are at the discretion of the City.

APPENDIX B – PHYSICAL FITNESS

STATION 1 - OBSTACLE COURSE (43 seconds)

Under Barricade Zig Zag

Balance Beam Thirty (30) Yard Run

Pass Fail Testing Officer

STATION 2 - 300-YARD RUN (90 seconds)

Pass Fail Testing Officer

STATION 3 - VEHICLE PUSH - 10 FEET (13 seconds)

Pass Fail Testing Officer

STATION 4 - BODY DRAG - 30 FEET (15 seconds)

Pass Fail Testing Officer

For CSO's who choose to participate in the physical fitness incentive: The physical fitness test will be conducted in a single session. Moving from one event to another will allow adequate rest between events. Testing is considered on-duty time. Testing will be held during the months of May and June. Employees will be provided with at least two (2) opportunities (one (1) in each month) to pass the test. The test will normally be scheduled for a time while employees are on duty. For special circumstances such as serious illness or injury, at the Chief's discretion, an officer may be given another opportunity to test outside the normal testing times. Employees who successfully complete the test will be provided incentive pay equal to two percent (2%) of their base wage be added to their regular paycheck.

Such incentives shall be considered earned for the following twelve (12) month period and must be re-earned each May or June to take effect July 1st.