

# **A G R E E M E N T**

**By and Between**

**TEAMSTERS LOCAL UNION NO. 117**

**Affiliated With The  
International Brotherhood of Teamsters**

**REPRESENTING THE POLICE SERGEANTS**



**And**

**CITY OF TUKWILA**

**Term of Agreement**

**January 1, 2022 - December 31, 2024**

*1st of 2 Originals*

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# TEAMSTERS LOCAL UNION 117

*Affiliated with the International Brotherhood of Teamsters*

General Public and Private Sector Employees and Special Services Employees in King and Pierce Counties and Employees of the State of Washington

## **NOTICE TO ALL MEMBERS**

If you become unemployed, or are off due to an on the-job injury, in the jurisdiction of the Local Union, you will be put on a withdrawal status on request providing all dues and other financial obligations are paid to the Local Union, including the dues for the month in which the withdrawal status is effective.

If you are on a dues check-off with your company and leave for any reason and dues are not deducted, it is your obligation and responsibility to keep your dues current or request a withdrawal.

## PREAMBLE

This mutual agreement has been entered into by the Teamsters Local Union No. 117 (hereinafter referred to as "Union"), and the City of Tukwila (hereinafter referred to as "City" or "Employer"). The purpose of this Agreement is the promotion of harmonious relations between the Union and the City; the establishment of equitable and peaceful procedures for the resolution of differences; and the establishment of rates of pay, hours of work, and other terms and conditions of employment.

## ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

**SECTION 1.1**      **Union.** The City of Tukwila recognizes the Union as the exclusive bargaining representative of the Police Department for all employees in positions certified by PERC on December 9, 2021 (13446-PECB) as being within the Union's bargaining unit; provided that neither party waives its right to petition the Public Employment Relations commission to add to or delete from the above list in accordance with established time frames and procedures.

**SECTION 1.2**      **Negotiations Sessions.** Employees who serve on the Union negotiations committee shall be allowed time off from duty with pay to attend negotiation sessions with the Employer during working hours, provided prior notification is given to the Chief, or his/her designee, and the time is mutually agreed upon. For the purposes of negotiations with the Employer, the number of official representatives of the Union shall be limited to four members.

**SECTION 1.3**      **Union Business.** The City shall afford Union representatives a reasonable amount of time while on-duty status to consult with appropriate management and/or aggrieved employees, provided that the Union representatives and/or aggrieved employees contact their immediate supervisors, indicate the general nature of the business to be conducted, and request necessary time without interference with assigned duties. Employees who are subpoenaed to appear as fact witnesses during a Civil Service Hearing, PERC hearing or Labor arbitration may be allowed to attend without loss of pay, only during their testimony. For purposes of Union business with Employer, the Union will notify the Employer as to its official representative(s).

## ARTICLE 2 - UNION MEMBERSHIP AND DUES DEDUCTION

**SECTION 2.1**      **Notification.** All employees working in the bargaining unit shall have the right to become a member of the Union. The City will inform new, transferred, promoted, or demoted employees prior to appointment into positions included in the bargaining unit of the Union's exclusive representation status.

**SECTION 2.2**      **Union Orientation.** Within seven (7) calendars days of a new, transferred, promoted, or demoted employee being appointed to a position within the bargaining unit, the Union will be allowed thirty (30) minutes of presentation time for the purpose of orienting the employee to Union membership.

**SECTION 2.3      *Union Dues and Fees.*** The Employer, upon voluntary written authorization of the employee, shall deduct from the first pay received each month by such employee, the union dues, initiation fees and assessments for the current month and promptly remit same to the appropriate officer of the Union. If dues are not deducted in one month for any reason, they shall be deducted the following pay period. The amount of such dues, fees and assessments are those currently in effect or as may hereinafter be established. The City will deduct the dues, fees, and assessments on the first pay day in the month. When an employee quits, is discharged or is laid off, any of the foregoing amounts due will be deducted from the last pay payable. The Employer will honor the terms and conditions of each employee's signed payroll deduction authorization card.

**SECTION 2.4      *Dues Cancellation.*** Employees may cancel their payroll deduction by written notice to the Union in accordance with the terms and conditions of their signed payroll deduction authorization card. The Union will provide the Employer notice of all employees who are eligible for cancellation. The cancellation will become effective on the second pay period after receipt of confirmation from the Union that the terms of the employee's signed payroll deduction authorization card regarding cancellation have been met.

**SECTION 2.5      *Teamsters Legal Defense Fund.*** The Employer agrees to deduct from the paycheck of each member covered by this Agreement who has so authorized it by signed notice submitted to the Employer, the necessary fee, assessment, and regular monthly fee to provide the Teamsters Legal Defense Fund. The Employer shall transmit such fees made payable to "Teamsters Legal Defense Fund" sent to American Legal Services, Inc.

**SECTION 2.6      *Indemnification/Hold Harmless.*** The Union and employees covered by this agreement agree to indemnify, defend and hold harmless the Employer from any and all claims and liabilities, including legal fees and expenses incurred by the Employer in complying with this Article and any issues related to the deduction of dues and fees, unless such error was caused by the Employer's failure to maintain accurate records after receiving notification of a cancellation of deductions. The Union shall refund to the Employer any amounts erroneously paid by the Employer to the Union as union dues, initiation fees and/or assessments, upon presentation of proper evidence.

### **ARTICLE 3 - WORKING OUT OF CLASSIFICATION**

**SECTION 3.1      *Commander/Deputy Chief.*** If a Sergeant is assigned by proper authority to work out-of-class as a Commander or Deputy Chief for a period in excess of one day, he/she shall be paid a premium of seven percent (7%) of the Sergeant's base wage per hour for the entire period of assignment. Additionally, an employee eligible for premium pay pursuant to Article 6 of this Agreement at the time he/she is required to work out of class as a Commander

or Deputy Chief shall continue to be paid such premium pay during the entire period of the assignment. If an acting appointment is to extend beyond 30 calendar days, the Chief will request a provisional appointment from the Civil Service Commission.

## **ARTICLE 4 - HOURS OF WORK**

**SECTION 4.1**      **GENERALLY.** This Article is intended to define the normal hours of work, to provide the basis for calculation of overtime, and to set forth the policy on compensatory time. Compensation shall not be paid more than once for the same hours under any provision of the Agreement. For the purposes of FLSA compliance, the Employer reserves the right to maintain and modify, as necessary, work period designations for different shifts in accordance with FLSA 207(k). For example, this includes different work periods for different shifts (e.g. a 28 day work period for employees on a 5-2 or 4-10 or 12 hour work schedules).

### **SECTION 4.2**      **SCHEDULES.**

#### **A.      Hours of Work**

1.      **Patrol Division - 12-Hour Work Schedule**

Such schedule shall be three (3) consecutive twelve (12) hour days worked followed by four (4) consecutive days off followed by four (4) consecutive twelve (12) hour days worked followed by three (3) consecutive days off during each fourteen (14) day period. The FLSA work period shall be 28 days.

2.      **Non-Patrol Schedule**

The work schedule for Union employees assigned to non-patrol work will be the equivalent of forty (40) hours per week on an annualized basis and the normal work hours shall be four (4) consecutive ten (10) hour days worked followed by three (3) consecutive days off during each seven day work period.

3.      **Meal/Break Period**

Schedules shall be inclusive of the meal period. Sergeants assigned to Patrol on 12-hour shifts will be allowed to take rest or meal breaks, duties permitting, as two 30-minute meal breaks and two fifteen-minute rest breaks. Breaks may be combined; however, the City retains its management rights to address performance issues and deny the combining of breaks at the discretion of the Chief or his/her designee. While on either meal break or rest, such sergeants may be subject to call for service.

All Sergeants, other than Patrol Sergeants, will be allowed a 30-minute meal break and two

fifteen-minute breaks. Breaks may be combined; however, the City retains its management rights to address performance issues and deny the combining of breaks at the discretion of the Chief or his/her designee. While on either meal break or rest such sergeants may be subject to call for service.

## **B. Staffing**

The following policy will be adhered to except when unusual occurrences create increased staffing needs (e.g. civil disorder, national disaster, holiday, significant event, etc.)

### **1. Staffing levels**

The Chief agrees to discuss any staff configuration changes with the Union prior to making any long-term adjustments in staffing levels. The Union recognizes the ultimate right of the Chief to adjust staff levels within the department.

### **2. Staffing Administration**

Current on duty staffing levels for patrol on each shift is one (1) supervisor and six (6) officers up to two (2) hours prior to the shift, with the following exceptions:

- a. During the two (2) vacation bids that occur in conjunction with the shift bids twice a year, the City will allow vacation requests down to one (1) supervisor and five (5) officers on each on-duty patrol squad.

With regard to "unusual occurrences", where practical, the Chief shall provide these dates prior to the twice per year vacation bid. The holidays specified herein are the Day after Christmas, the Day after Thanksgiving, the 4<sup>th</sup> of July and New Year's Eve. The significant events referenced herein are those events on any given day that may reasonably be expected to threaten public safety if staffing levels are not increased as determined by the Chief or his/her designee.

## **SECTION 4.3 Overtime.** Except as otherwise provided in this Article:

### **A. Overtime Pay.**

All Sergeants other than Patrol Sergeants shall be paid at the rate of time and one-half his/her regular rate of pay for the first three (3) hours in excess of their regularly assigned schedule and beginning the fourth (4th) hour at the rate of two (2) times his/her regular pay rate in one day.

**B.** Patrol Sergeants shall be paid at the rate of time and one-half his/her regular rate of pay for all hours in excess of their regularly assigned schedule up to the 14<sup>th</sup> hour, and beginning with the 14<sup>th</sup> hour at the rate of two (2) times his/her regular pay rate in one day. However, employees who are granted the Rest Period provision in Section 4.4D1 or 4.9B will be compensated at the rate of time and one-half, and not at the double time rate for hours worked

for attending court or mandatory training.

**C. Callback Authorization.**

Sergeants are not allowed to activate themselves for administrative duties or law enforcement duties without prior pre-authorization from command staff. Pre-authorization does not pertain to police emergency situations where an "off-duty" sergeant needs to activate himself or herself to an "on-duty" status in response to an emergency involving an immediate threat to human life, or serious threat to person or property, or in response to a Code 3 request for officer assistance in the City limits of Tukwila.

**D. Callback and Court.**

An employee who is required to work outside his/her regular shift, or on his/her day off (including being called into court on matters arising directly from the Sergeant's employment as a Tukwila police Sergeant) shall be guaranteed a minimum of four (4) hours pay at one-and-one-half times his/her regular hourly rate of pay; provided the callback is not an extension after the employee's normal shift. If the assignments require time over the three-hour minimum, all time over the three hours and outside the employee's normal workday shall be paid at the applicable overtime rate. An employee directed back to work for one hour or less before the next scheduled shift shall be paid on the basis of the overtime actually worked and the overtime minimum shall not apply.

1. Sergeants assigned to the graveyard/night shift who are scheduled for court during hours the employee would not be regularly scheduled to work between two scheduled graveyard/night shifts will be granted a ten (10) consecutive hour rest period beginning when the court requirements/obligations are over and will not be required to report back to work until the end of such rest period. In this instance Sergeants will be compensated at time-and-one-half for their court attendance, and double time will not apply. A Sergeant will not have his/her shift extended as a result of the operation of this paragraph and the Sergeant will be paid, at the regular straight time rate, for all hours he/she was scheduled on a graveyard/night shift but did not work because of the above rest period.

**E. Minor Work Contact Outside of Scheduled Work Hours.**

If the Employer contacts an employee for work purposes outside of the employee's scheduled work hours (by telephone, pager or otherwise), then the Employer shall compensate the employee for the time spent during such contact at the rate of time-and-one-half the employee's regular rate of pay. Compensation shall be for a minimum of fifteen (15) minutes and shall continue for actual time spent during the contact in fifteen (15) minute increments. For example, a five (5) minute call shall require compensation for fifteen (15) minutes; a sixteen (16) minute call shall require compensation for thirty (30) minutes; a thirty-one (31) minute call shall require compensation for forty-five (45) minutes and so on. Any actual call back to duty shall be governed by subparagraph A and B. above.

**F. Pyramiding.** There shall be no pyramiding of overtime.

**G. Off-duty Call-in Authorization.** Employees who are called in to work while off duty for an in-progress incident will be paid from the time they receive the call and have communicated to the requestor: (1) that they are in route; and (2) when they can be expected to arrive. Employees will respond to the incident in a reasonable and appropriate amount of time based on their proximity or distance to the station or location. Pay will then continue until their duties are completed in response to the issue or incident giving rise to the call. Employees will not be paid for their travel or commute to their residence after their duties have been completed.

**SECTION 4.4 Shift Change.** Employer reserves the right to schedule employees to shifts, provided this will not alter shift bidding procedures or be used to require employees to change their schedules to avoid the payment of overtime, unless mutually agreed upon by Employer and employee, with concurrence of a Union member. Employer will bargain over changes in shift configurations (e.g. 6-3, 5-2, 4-10, 9/80, and 12-hour shifts).

**SECTION 4.5 Standby.** The Employer and the Union agree that the use of standby time shall be minimized consistent with sound law enforcement practices and the maintenance of public safety. Standby assignments shall be for a fixed, pre-determined period of time not to exceed ten (10) hours. Employees formally placed on standby status shall be compensated on the basis of five (5) hours straight time pay for ten (10) hours of standby or fraction thereof. If the employee is actually called back to work, normal overtime rules shall apply. Compensation for standby shall not be paid in addition to overtime-minimum pay.

**SECTION 4.6 Compensatory Time.** Compensatory time is defined as time off granted an employee as compensation for hours worked in addition to the employee's scheduled workday or workweek.

**A. Requesting Compensatory Time.**

It is the responsibility of the employee to request compensatory time in lieu of overtime if so desired. The Employer shall have discretion to determine whether compensatory time is granted to the employee when compensatory time is requested by the employee in lieu of overtime.

**B. Compensatory Time Rate.**

The granting of compensatory time in lieu of overtime will be at the rate of one-and-one-half hours for each overtime hour worked.

**C. Maximum Compensatory Time Accrual**

Individual accrual of compensatory time in lieu of overtime shall not exceed forty-eight (48) hours (i.e. 32 hours at time-and-one-half).

**SECTION 4.7**      **Kelly Days.** Patrol Sergeants will be granted one hundred ten (110) hours annually to compensate for the difference between the scheduled hours in the Patrol Work Schedule and the scheduled hours in Non-Patrol Work Schedules. These hours will be referred to as "Kelly Days" (and be scheduled the same as vacation). Employees may choose to use these hours to schedule time off or to receive pay in lieu of time off or a combination of both. Fifty-five (55) of these hours shall be credited on January 1 and fifty-five (55) of these hours will be credited on July 1. A request for payment may only be made two (2) times per year, one time in June and one time in December. A request for payment made by June 5 shall be paid by July 5. Any hours remaining on December 15 shall be paid on December 31, unless the employee uses these hours prior to payment. Kelly Day pay will be calculated at the employee's straight time rate of pay. The hours used by the employee to schedule time off will be administered in the same manner as the holiday hours referred to in Article 10.

**A.** An employee transferring into or out of Patrol during a year shall receive (be credited with) a pro rata number of paid Kelly hours that shall be paid out to the employee at the time of the transfer.

Upon separation of employment, any unused Kelly day hours accrued up to that point will be paid out on the final paycheck.

**SECTION 4.8**      **Training.** Training will be scheduled during the employee's regularly assigned shift whenever reasonably feasible.

**A. Outside Training.**

1. A "shift" or "regularly assigned shift" is scheduled hours that remain the same for an employee week after week. "Regularly scheduled days off" or "weekends" are the days off that remain the same for an employee week after week.

2. The City may adjust an employee's hours and regularly scheduled days off to accommodate training of 24 hours or more in a one-week period, subject to notice requirements. The City may adjust for training under 24 hours if mutually agreed upon between the City and the employee in order to reduce overtime and afford the ability for the employee to attend requested training.

3. The intent of this shift adjustment is to allow employees to participate in training and to better manage the cost of overtime. The City shall not require an employee to work more than forty (40) hours per week without the payment of overtime. Employees whose schedules are adjusted to attend training courses or conferences will be paid at time-and-one-half their regular rate of pay for any hours worked in excess of eight (8) hours per day, and double time of their regular rate of pay for any hours worked in excess of twelve (12) hours per day.

4. The City will give back to the employee any regularly scheduled day off that the employee

is required to work because of a shift adjustment. All days given back to employees shall be taken consecutive to that employee's regularly scheduled days off. Nothing shall preclude the City from giving back two (2) or more missed days off on separate weekends as long as each missed day off is given back consecutive to that employee's regular scheduled days off.

5. All missed days off due to a shift adjustment will be rescheduled within seven (7) days of the completion of training. The rescheduled day will be taken within sixty (60) days of the completion of training. The sixty (60) day time period will be extended by mutual agreement of the City, the Union, and the employee.

6. The City is limited to making only three (3) such adjustments per calendar year and each adjustment may not last more than one (1) calendar week.

7. The employee and the Union must be given written notice of the shift adjustment seven (7) calendar days before the adjustment for training is to occur. The City and the Union may agree in writing to waive the seven (7) calendar days' notice requirement and/or the requirement that the days off be taken consecutive.

## **B. Training for Patrol Sergeants Working Night Shift Schedule**

This section only applies to Sergeants working the 12-hour night shift schedule. It applies to scheduled training of four (4) hours or more during hours outside the employee's regularly assigned shift. The schedule does not apply to court time.

As used herein, an 8-hour rest period is defined as, 8-hours prior to the start or 8-hours from the end time of the training. It does not always equal 8-hours of paid time off.

### **1. Training on First Work Day**

Training will be paid at time-and-one-half. There will be an 8-hour rest period (admin time) prior to the start of training and an 8-hour rest period (admin time) following the end of the training. The patrol Sergeant will be paid, at the regular straight time rate for all hours he/she was scheduled on the graveyard/night shift but did not work because of the rest period and the officer will report to work the remainder of the shift following the rest period. The patrol Sergeant will not have his/her shift extended as a result of this paragraph.

### **2. Training Mid-Week**

Training will be paid at straight time. There will be an 8-hour rest period (admin time) prior to the start of training and an 8-hour rest period (admin time) following the end of training. Following the 8-hour rest period, after training, the Sergeant will report for duty and work the remainder of the scheduled shift. If there are multiple days of training the Sergeant will not report back to work between the training days. The patrol Sergeant will not have his/her shift extended as a result of the operation of this paragraph.

### **3. Training on Last Work Day**

Training will be paid at time-and-one-half. There will be an 8-hour rest period before the

beginning of the training.

**C. Training for SWAT**

The City retains the right to adjust the regular shifts of SWAT members to attend SWAT training. When working an adjusted shift to attend SWAT training, SWAT members will receive straight time for the first twelve (12) hours worked and time-and-one-half (1-1/2) for any hours in excess of twelve (12) and will receive double time pay for any hours in excess of thirteen (13) hours. SWAT members will be given a minimum of eight (8) hours rest before attending SWAT training at no cost to them.

**D. Employees Reporting back to Shift after Training**

If the Sergeant is in training for less than a full twelve-hour shift, the employee may be required to report back to his/her regular assignment at the conclusion of training. In the event the employee is not required to report back to his/her regular assignment at the conclusion of training, the employee will be paid for the entire shift, as long as the employee was in training for eight (8) hours or more.

**SECTION 4.9 Daylight Savings Time.** Employees who are working on the graveyard shift when the clocks are moved back one hour will be paid one hour at the overtime rate of time and one-half. Employees who are working on the graveyard shift when the clocks are moved forward one hour (other than those who are regularly scheduled to be off at 2 a.m.) shall have the option of going off duty at their normal quitting time and utilizing one hour of vacation or compensatory leave, or working an additional hour to complete normal shift hours without additional compensation.

**ARTICLE 5 - SALARIES**

**SECTION 5.1 Agreement.** The Employer agrees to maintain salaries during the term of this Agreement as set forth in Appendix A.

Effective January 1, 2022, The City and the Union agree that the linkage of a minimum of eighteen percent (18%) between the top step of base pay ("Top Step") of the MPO 1 in the Officer's contract and the first step of pay for Sergeants (the "Differential Formula") is intended to provide stability and avoid potential compression.

Process:

1. Effective January 1, 2022, Sergeant pay shall be six percent (6%) above Top Step of MPO 1, (the 6% will be added to the final CPI increase received by the Tukwila Police Officers Guild, effective January 1, 2022).
2. Effective January 1, 2023, Sergeant pay shall be twelve percent (12%) above Top Step of MPO 1, (the 12% will be added to the final CPI increase received by the Tukwila Police Officers Guild, effective January 1, 2023).

3. Effective January 1, 2024, Sergeant pay shall be eighteen percent (18%) above Top Step of MPO 1, (the 18% will be added to the final CPI increase received by the Tukwila Police Officers Guild, effective January 1, 2024).

Throughout the term of this Agreement, the Sergeants will receive a pay adjustment whenever there is a change in the Top Step in the Officers bargaining agreement. The pay adjustment shall occur at the same time that the Officers adjustment to the Top Step is effective. While each party reserves the right to seek a change in the Differential Formula in future negotiations, any such change will require the party proposing it to have a compelling basis for making the change.

**SECTION 5.2 Additions.** This Agreement shall be opened for the purpose of negotiating salaries for new classifications affecting employees in the bargaining unit. Nothing in this section shall preclude the Employer from establishing new positions or classifications.

**SECTION 5.3 Longevity Pay.** All Sergeants in the bargaining unit shall receive monthly Longevity Pay in addition to their monthly base rate of pay as follow:

SERVICE TIME	MONTHLY AMOUNT
AFTER 5 YEARS	2%
AFTER 10 YEARS	4%
AFTER 15 YEARS	6%
AFTER 20 YEARS	8%
AFTER 25 YEARS	10%

## ARTICLE 6 - PREMIUM PAY

**SECTION 6.1 Premium Pay.** Monthly premium pay equivalent to a percent of the top sergeant monthly wage in the amount of five percent (5.0%) shall be paid to employees assigned to the following specialties:

Auto Theft Task Force Sergeant  
 Community Police Team Sergeant (CPT Team)  
 Detective Sergeant  
 Professional Standards Sergeant

Special Weapons and Tactics Sergeant (SWAT)  
 TAC Team Detective Sergeant  
 Traffic/Motorcycle Sergeant  
 VNET Detective Sergeant  
 FTO Sergeant

This premium shall be paid in addition to the normal salary structure contained in Appendix A. In no event may an employee receive premium pay for more than one specialty except that employees assigned to SWAT who receive premium pay for another specialty will be paid as set forth below.

**SECTION 6.2** **SWAT Pay.** The SWAT premium pay can be stacked with another type of premium pay to which an employee is entitled in the amount of 2% of the top police Sergeant monthly wage, for a total combined premium pay of seven percent (7.0%) of the top police Sergeant monthly wage. There will be no pyramiding of premium pay. In return, the City will have the right to adjust the regular shifts of SWAT members to attend SWAT training, pursuant to Article 4.9.C.

Equal premiums to Officers:

- a. Education Premiums
- b. Deferred comp matching \$100 in 2022, \$125 in 2023, parity with Guild in 2024
- c. Night shift differential
- d. CDU specialty premium parity with Officers
- e. Parity with Officers instructor pay

Accreditation premium:

- a. Accreditation premium of 1%

## **ARTICLE 7 - DEPARTMENT WORK RULES**

**SECTION 7.1** **Generally.** The parties recognize that circumstances change from time to time during the term of labor agreements that give rise to a need to discuss changes in hours or working conditions (including the scope of bargaining unit work). In order to provide a convenient forum to discuss these issues, the parties agree to the procedure set forth in Section 7.2.

**SECTION 7.2** **Procedure.** This Agreement may be amended within the scope of this Article provided both parties concur. Supplemental agreements may be completed through negotiations between the parties at any time during the life of this Agreement. A joint committee comprised of representatives of the two parties will meet upon the request of either party to discuss proposals related to work hours or changes in working conditions, including the scope of bargaining unit work. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate. Supplemental agreements thus completed will be signed by an authorized representative of the Employer and Union, with a copy to the Human Resources Director.

Should either party (through the Union, Police Chief, or their designee), having been notified of the proposed supplemental language, not respond by requesting a meeting of the joint committee within thirty (30) calendar days, the proposed language shall be considered acceptable and shall be forwarded to the other party for signature. Supplemental agreements thus completed shall become a part of this Agreement.

In those cases where the parties cannot agree, the parties agree, upon the request of either party, to expeditiously proceed directly to request a PERC mediator within a 30-day period and, if necessary, to proceed to interest arbitration on the issue as provided in RCW 41.56 et seq., using one of the arbitrators selected in the grievance procedure. The parties agree to waive the appointment of partisan arbitrators and that the matter will be heard by an arbitrator selected in the same manner as is provided in the grievance procedure. Neither party may be required to arbitrate a proposal, which, if granted, would require the Arbiter to change an express term of this Agreement.

**SECTION 7.3**      **Work Rotation.** The rotation of personnel between shifts shall be minimized within the limitations of providing an adequate and efficient work force at all times, as determined by the Employer.

**SECTION 7.4**      **Personnel File:**

A.      **Ownership.** The personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files, including the personal photographs, shall be confidential and shall restrict the use of information in the files to internal use by the Police Department. This provision shall not restrict such information from becoming subject to due process by any court of administrative tribunal or subject to a public records request. It is further agreed that information may be released to outside groups subject to the approval of both the Employer and employee; provided, that nothing in this section shall prevent an employee from viewing his/her original personnel file in its entirety upon request. The Police Chief, City Administrator, Deputy City Administrator, City Attorney, and their designees shall have access to the individual personnel files in the normal course of their responsibilities. At the discretion of the Chief or his/her designees, file material shall be released to another law enforcement agency doing employment background upon proof of a signed release of the individual in question.

B.      **Availability.** The application and examination papers of a certified eligible shall be available for inspection by the appointing authority, the Chief of Police and the affected employee. Such papers shall also be made available to the Union at the request of the affected employee.

C.      **Employee rights.** Employees shall have the right to review any and all items placed in his/her personnel file and shall have the right to request of the Chief that any complaint be withdrawn; provided removal of the record is lawful pursuant to the Washington state local government record retention requirements. In the event that such complaint is not withdrawn if such request is made, the employee may invoke the provisions of Article 20. Except that no material shall be removed from the file during that period of time that the employee is specifically named in any civil litigation in his/her capacity as an employee which pre-dates or is relevant to the litigation.

D.      **Employer rights.** The Employer shall have the right to purge employee files from time to time as deemed necessary, with all purged items being returned to the employee for his/her own disposition. The Employer shall follow state law and all applicable City and Department policies

and procedures governing these files. Employees are encouraged to review their personnel files.

## **ARTICLE 8 - CLOTHING/EQUIPMENT**

**SECTION 8.1      *Uniforms and Equipment.*** The City shall (at its expense) issue and maintain uniforms and equipment for each commissioned Sergeant under a quartermaster system.

**SECTION 8.2      *Quartermaster System.*** Any garments, clothing and/or devices required by the Employer shall be furnished and maintained as needed and as approved by the Employer. The City and Union have developed the following list of the minimum required/issued items, which may be amended by mutual agreement. All items issued under the quartermaster system shall meet Police Department standards.

**A.      *All Bargaining Unit Employees:***

- Five (5) Uniform Shirts (at least one shirt will be long sleeve)
- Three (3) Uniform Pants
- One (1) Uniform Jacket
- One (1) Uniform Dress Hat
- One (1) Baseball Hat
- One (1) Uniform Tie
- One (1) Uniform Tie Clasp
- One (1) Uniform Jumpsuit to a maximum of \$350 (upon successful completion of probation)
- One (1) Gore-Tex Uniform Raincoat
- One (1) Duty Firearm
- Two (2) Sets of Handcuffs
- One (1) Duty Baton
- One (1) Duty OC Canister
- One (1) Uniform Badge
- One (1) Uniform Hat Badge
- Five (5) Uniform Name Tags (sew on)
- One (1) Uniform Name Tag (Pin Type)
- One (1) Soft Body Armor (Threat Level 3A or Greater)
- One (1) Flashlight with Charge

- Duty Belt
- Belt
- Pants belt
- Four (4) keepers
- Security holster
- Double magazine pouch
- Cuff case(s), either one (1) double or two (2) single cuff cases

OC case  
Radio case  
Key case  
Glove case  
Stick ring  
Flashlight ring holder

**B. Traffic issue:**

Two (2) Uniform britches  
One (1) pair Motorcycle boots in accordance with Section 8.2G below  
One (1) Leather jacket  
One (1) set Raingear  
One (1) coveralls  
Two (2) pair Safety gloves (winter & summer)  
One (1) Eye protection  
One (1) Helmet

**C. Detectives and plain clothes assignments and CPT Team:**

One (1) Hidden agenda jacket  
One (1) Undercover holster, cuff case, ammo pouch  
One (1) Coveralls  
Credential wallet & badge

**D. Community Police Team:** (with bikes uniforms and equip as applicable to assignment)

Two (2) Bike uniform shirts, long sleeve  
Two (2) Bike uniform shirts, short sleeve  
Two (2) pair Bike uniform shorts  
One (1) pair Bike uniform winter pants  
One (1) Bike uniform coat  
One (1) Hidden agenda jacket  
One (1) pair Footwear in accordance with Section 8.2H below  
One (1) pair Eye protection  
Two (2) Bike helmets  
Two (2) pair Safety gloves (winter & summer)  
One (1) Undercover holster, cuff case, ammo pouch  
One (1) Stinger flashlight with charger

**E. Footwear.** Basic duty footwear. All employees shall be entitled to elect either shoes or boots. The City's maximum expenditure is \$125 for shoes (to be replaced on an as needed basis) or \$200 for boots other than motorcycle boots or bicycle footwear (to be replaced on an as needed basis). The individual employee shall pay any overage. Detectives may choose either basic uniform duty shoes or boots or dress shoes or boots.

**F. Motorcycle Boot.** Motorcycle boots and britches (with turn-in of work equipment and in accordance with Department policy). Motorcycle boots shall be in addition to basic duty footwear.

**G. Community Police Team Footwear.** Bicycle footwear (with turn-in of worn equipment and in accordance with Department policy). Bicycle footwear shall be in addition to basic duty footwear.

**SECTION 8.3 Dry Cleaning.** The City will pay \$250 per year directly to employees and employees will pay for dry cleaning.

**SECTION 8.4 Plain Clothes (Non-Uniformed) Assignments.** Employees assigned to a plainclothes Unit shall receive an annual clothing allowance in the amount of three hundred fifty dollars (\$350). The clothing allowance shall be paid in the employee's first paycheck in December of each year. The clothing allowance shall be prorated to reflect assignment to a plain clothes Unit for any period of less than a year.

## **ARTICLE 9 - SICK LEAVE**

**SECTION 9.2 LEOFF II.** Uniformed employees hired under the provisions of LEOFF II are excluded from the provisions of RCW 41.26.150 and shall receive sick leave benefits as follows:

LEOFF II employees shall be entitled to and awarded twelve (12) days of paid sick leave upon date of employment with the Employer. Beginning with the thirteenth (13th) month of continuous service, each employee shall accrue eight (8) hours of paid sick leave per calendar month of the employee's active service up to an annual carry over of ninety (90) days of sick leave (i.e. 720 hours).

### **SECTION 9.3 FAMILY SICK LEAVE.**

**A.** Employees shall be allowed to use sick leave or other paid time off to attend to the illness or health condition of immediate family members (i.e., a child, spouse, parent, parent-in-law, or grandparent of the employee).

**SECTION 9.4 Separation of Employment.** In the event an employee terminates his/her employment, or such employment is terminated for any reason whatsoever with the Employer prior to using his/her accumulated sick leave time, he/she shall be entitled to pay equal to twenty-five percent (25%) of the amount payable for any unused sick leave unless terminated during the probationary period. If a probationary employee has used more than eight (8) hours of sick leave per month worked, any additional amount of sick leave used shall be subtracted from the employee's final paycheck.

**SECTION 9.5 Domestic Partner Benefits.** Employees will be eligible for domestic partner benefits in accordance with City Policy.

**SECTION 9.6**        "**Light Duty**" is a temporary assignment that may be made by the Employer when an employee is restricted from performing the duties of his or her job as determined by their treating physician. If a light duty assignment is made available, the Chief or his designee will determine the assignment, length of assignment and work schedule based upon the restrictions provided by the treating physician. The light duty assignment will not exceed six months without approval of the Chief. This section is not intended to be more restrictive than applicable state and federal law, including RCW 41.04.505 and RCW 41.04.520.

## **ARTICLE 10 - HOLIDAYS**

**SECTION 10.1.**       Employees shall receive holidays in accordance with existing City ordinances, at times, which are mutually agreeable to both the Employer and the employee.

A.        **Holidays Listed.** The following are established as holidays:

January 1.....	New Year's Day
Third Monday in January.....	Martin Luther King's Birthday
Third Monday in February.....	Presidents' Day
Last Monday in May.....	Memorial Day
June 19 <sup>th</sup> .....	Juneteenth
July 4.....	Independence Day
First Monday in September.....	Labor Day
November 11.....	Veteran's Day
Fourth Thursday in November.....	Thanksgiving Day
Fourth Friday in November.....	Day after Thanksgiving
December 25.....	Christmas

B.        **Method of Payment**

A.        **Patrol** – Patrol bargaining unit employees will be given a one-hundred-thirty-two (132) holiday hour bank during each anniversary year of the current collective bargaining agreement, in lieu of receiving holidays under Section 10.1A above. Sixty-six (66) of these hours shall be credited on January 1 and sixty-six (66) of these hours shall be credited on July 1. Patrol employees may choose to use these hours to take time off, to receive pay in lieu of time off, or a combination of both. A request for payment may only be made by an employee two (2) times per year, one time in June and one time in December. A request for payment made by June 5 shall be paid by July 5. Any hours remaining on December 15 shall be paid on December 31, unless the employee uses these hours prior to payment. Holiday pay will be calculated at the employee's straight time rate of pay.

Upon separation of employment, any unused holiday hours accrued up to that point will be paid out on the final paycheck.

1.        **Non-Patrol** – Non-Patrol bargaining unit employees, not assigned to patrol work full-time, shall continue to work a four (4) ten (10) hour day schedule during a holiday week. (CBD Team included)

a. **Regularly Scheduled Work Day.** If a holiday is observed on the employee's regularly scheduled work day, the employee shall be given the day off and shall be paid ten (10) hours of holiday pay. Employees shall not receive a floating holiday.

b. **Regularly Scheduled Day Off.** If the holiday is observed on the employee's regularly scheduled day off, the employee shall be paid 10 hours of holiday pay.

If an employee is called into work on the holiday and the employee works a full shift on such holiday, the employee shall be paid double time and one-half for all hours worked on the holiday during the employee's regularly scheduled shift. All hours worked in addition to the employee's regularly scheduled shift on a holiday shall be considered overtime and paid in accordance with Section 4.3. of this collective bargaining agreement.

If an employee is called into work on the holiday and the employee works less than a full shift on such holiday, the employee shall be paid double time and one-half for all hours worked on the holiday and shall be paid holiday pay at his/her regular rate of pay for the remainder of his/her ten (10) hour shift.

Holiday pay will be calculated at the employee's straight time rate of pay.

## **ARTICLE 11 - EDUCATION ALLOWANCE**

### **SECTION 11.1      *Education Allowance.***

All Sergeants holding at least an AA degree or two (2) years of college (ninety credit hours for quarters and sixty credit hours for semesters) toward a bachelor's degree in an approved field of study will be awarded education incentive pay of 2% of their base monthly wage.

Any Sergeants holding a B.S. or B.A. Degree in an approved field of study shall be awarded education incentive pay of 4% of their base monthly wage.

Any Sergeants holding a M.S. or M.A. Degree in an approved field of study shall be awarded education incentive pay of 6% of their base monthly wage.

Approved fields of study:

1. Law Enforcement
2. Sociology
3. Psychology
4. Public Administration
5. Business Administration
6. Political Science

7. Other work-related fields of study to the approval of the Chief.

In order to be eligible for Education Incentive pay, degrees and credits shall be from a Nationally accredited college or university. Degrees shall be in an approved field of study. However, Bachelor's degrees earned in other field(s) of study and extended by Nationally accredited colleges or universities may be compensated at the AA level at the discretion of the Chief. Credits that are granted for "life experience" as opposed to conventional coursework and independent study will not qualify for education incentive.

**SECTION 11.2      *Tuition Reimbursement.*** The Employer shall reimburse employees for the cost of tuition as long as the subject matter of the course of study or of a specific course is in an approved field of study as set forth in Section 11.1 and as long as the tuition costs do not exceed those found at a Washington state university and as long as the officer is working towards a degree in that approved field of study. The total reimbursements for Union represented employees, as a group, shall not exceed \$9000 in any calendar year. Tuition reimbursement shall be applicable to undergraduate study only.

- A. In order to receive tuition reimbursement an employee must receive approval for a course of study or for a specific course prior to taking the course. If an employee receives a scholarship (or received federal or state reimbursement funds [excluding student loans]) the total amount of the Employer's reimbursement shall not exceed 100% of the total cost of tuition.
- B. An employee receiving tuition reimbursement must maintain a "C" grade (or equivalent satisfactory mark) and shall submit a transcript with the request for reimbursement.
- C. A request for tuition reimbursement for an approved course of study or specific course shall be paid within sixty (60) days of submission.
- D. When an employee completes a course of study at a particular level (undergraduate or graduate) the employee shall notify the Employer of the degree attained.

**SECTION 11.3      *In Service Training Agreements.*** Employees who are provided long-term training (in excess of four consecutive weeks) as a result of an assignment can be required, as a condition of assignment, to enter into a reimbursement agreement for costs of specialized training. Reimbursement would be computed based upon term of the agreement, which shall not exceed twenty-four (24) months (i.e., 1/24th per month on a 24-month contract). Training costs will be estimated at the time the contract is presented. Actual repayment will be based on actual or estimated costs, whichever is lower.

## **ARTICLE 12 - VACATIONS**

**SECTION 12.1      *Vacation Hours.*** The following schedule shall govern with respect to

vacations:

Years Completed	Annual Vacation Hours
1	112
2	112
3	112
4	112
5	144
6	144
7	144
8	144
9	144
10	176
11	176
12	176
13	176
14	176
15 +	192

**SECTION 12.2**      **Vacation Rules.** Annual vacations shall be subject to the following rules:

- A. Minimum.** The minimum vacation allowance to be taken by an employee shall be 15 minutes.
- B. Agreement.** Vacations shall be granted at such times that are mutually agreeable to both the Employer and employee.
- C. Terminology.** Temporary or intermittent employees who leave the employment of the City and later are re-employed shall, for the purpose of this Article, commence their actual service with the date of re-employment.

For the purpose of this Article, "actual service" shall be determined in the same manner as for salary purposes.

- D. Maximum.** Maximum hours accumulations of vacation time shall not exceed that which is equal to two years total at the highest eligible rate.
- E. Pay upon death.** On the death of an employee in active service, pay will be allowed for any vacation earned in the preceding year and in the current year and not taken prior to the death of such employee.
- F. Leave of Absence.** An employee granted an extended leave of absence, which includes the next succeeding calendar year, shall be given pro-rated vacation earned in the current year before being separated from the payroll.

## ARTICLE 13 - PENSIONS

**SECTION 13.1** Pension benefits shall be received in accordance with RCW 41.26 as currently in effect.

## ARTICLE 14 - MEDICAL COVERAGE

### SECTION 14.1 *Medical Insurance*

- A. ***Employer contributions.*** Except as otherwise provided in this Article, the Employer shall contribute the premiums necessary to purchase medical care insurance for each full-time employee and his/her dependents under the City of Tukwila's Self-Insured Medical Plan. The City will pay 100% of the cost of medical coverage for all bargaining unit members. Sergeants will pay through wage deduction ten percent (10%) of the cost of medical coverage for dependents. Such coverage shall not be less than that which existed under the City of Tukwila Self-Insured Medical Plan in place February 1, 2004, except as subsequently agreed herein by the parties.
- B. ***Kaiser Permanente.*** For employees who elect medical coverage through Kaiser Permanente, the Employer shall pay up to the maximum dollar amount contribution of the Self-Insured Plan for full-family coverage. Any premium amounts in excess of the Employer's contribution shall be paid by the individual through payroll deduction. Coverage under the Kaiser-Permanente Plan shall be as determined by Kaiser Permanente.
- C. ***Cost of premiums.*** The Employer shall continue to pay the full premium for medical coverage under the Self-Insured Medical Plan, up to a maximum increase of eight percent (8%) in a year. In the event the monthly premiums increase more than the stated amount in a year, the Employer or the Union has the right to reopen the Agreement to negotiate changes in the Self-Insured Medical Plan benefits, so that the increase in premium costs does not exceed the stated amount.

**SECTION 14.2 *Dental.*** Dental coverage will be maintained for all employees and their dependents during the term of this Agreement under the City of Tukwila Self-Insured Dental Plan, or its replacement. +

The cost for such plan will be borne on the following basis: The Employer will contribute one hundred percent (100%) of the total premium for this coverage.

**SECTION 14.3 *Optical Plan.*** Examination and eye glasses/contact lenses for all employees and dependents covered under this Agreement will be paid for by the Employer as set forth herein. The City shall provide coverage for eye examinations, vision and optical care, contacts, and eye glasses, to regular full-time police officers and their dependents in the amount of of \$250 per person, to a maximum of \$500 per family unit, each year.

**SECTION 14.4      *Life Insurance.*** The Employer shall pay one hundred percent (100%) of the total premiums for life & accidental death and dismemberment insurance benefits for the employees covered under this Agreement. The face value of said insurance policy shall be \$25,000 and shall include an up to \$25,000 dismemberment clause.

**SECTION 14.5      *LEOFF II Disability Insurance.*** With respect to LEOFF II officers, the Union has elected to forego City coverage and has selected an alternative long-term disability (LTD) plan. The City shall require LEOFF II Officers to participate in the long-term disability insurance program selected by the Union as a condition of employment. The City shall provide for a mandatory payroll deduction to accomplish this purpose.

**SECTION 14.6      *Insurance Carrier.*** The City retains the right to select all insurance carriers or to self-insure coverage as provided herein.

**SECTION 14.7      *Re-opening Clause.*** During the term of this Agreement, the City and the Union each reserve the right to open negotiations in the event healthcare reform legislation, including the Affordable Care Act (ACA), mandates changes unanticipated by the parties. The purpose of such negotiations shall be to reach agreement on a mutually acceptable alternative medical option(s).

**SECTION 14.8      *Retirement Health Savings Plan.*** The City will establish and maintain a mutually agreed upon, IRS qualified retirement health savings plan as soon as possible after the implementation of the collective bargaining agreement. In the event no agreement is reached, there will be no retirement health savings plan for bargaining unit employees.

**SECTION 14.9      *Domestic Partner Benefits.*** Employees will be eligible for Domestic partner benefits in accordance with City Policy.

**Teamsters Retirees' Welfare Trust**

Based on December 2021 hours, effective January 1, 2022 and on a monthly basis thereafter, the City shall pay the sum of one hundred seventy five dollars (\$175.00) per month for benefits under the "RWT-XL Plan" during the period this Collective Bargaining Agreement is in effect, the City agrees to remit payment to the Retirees Welfare Trust, c/o NORTHWEST ADMINISTRATORS, INC., for each employee who received compensation for eighty (80) hours or more in the previous month.

**Maintenance of Benefits**

The Trustees of the Washington Teamsters Welfare Trust or the Retirees Welfare Trust may modify benefits or eligibility of any plan (i.e. for the purpose of cost containment, cost management, or changes in medical technology and treatment). If increases are necessary to maintain the current benefits or eligibility, or benefits or eligibility as modified by the Trustees during the life of the Agreement, the City will pay such increases.

## ARTICLE 15 - PROBATIONARY PERIOD

**SECTION 15.1** *Probationary Period.* All newly hired/promoted employees must serve a probationary period. The probationary period shall be one year from the date of appointment. The probationary period shall be extended for the number of work days equal to the number of work days in excess of 10 work days that an employee was absent during his or her probationary period; provided that the taking of scheduled and approved vacation or compensatory time off shall not be counted toward such ten-day period for promotional probationers. The probationary period is an extension of the hiring/promotional process; therefore, the provisions of this Article will not apply to employees if they are discharged or demoted during the hire/promotional probationary period for not meeting the requirements of the classification. Grievances brought by probationary employees involving issues other than discharge or demotion may be processed in accordance with Article 18.

**SECTION 15.2** *Wage Progression.* Employees shall progress through the wage steps established in accordance with Appendix A of this Agreement.

## ARTICLE 16 - DISCIPLINARY PROCEDURES

**SECTION 16.1** It is agreed that the Employer has the right to discipline, suspend or discharge any employees for just cause. Employees are subject to the provisions published as administrative policies, City ordinances, City and State Civil Service rules and regulations as they exist, and the terms of this Agreement, including the procedures set forth in Section 16.2.

**SECTION 16.2** The following procedures shall be applied in order to provide prompt, just, open and fair dispositions of complaints against employees of the Employer and procedural protection to all employees of the Employer during the complaint and disciplinary process.

- A. A "disciplinary interview" shall mean questioning by a person in authority over an employee when the interviewer either knows or reasonably should know that the questioning concerns a matter that could lead to suspension, demotion, termination, as opposed to routine inquiries.
- B. Every employee who becomes the subject of a disciplinary interview shall be advised, in writing, a minimum of 48 hours prior to the time of the interview that he/she is suspected of:
  - 1. Committing a criminal offense;
  - 2. Misconduct that would be grounds for termination, suspension, or demotion; and,
  - 3. That he/she has the right to Union representation during the interview.

4. The general scope of the interview including the nature of the matter in sufficient detail to reasonably apprise the employee of the matter under investigation.
- C. Any employee who becomes the subject of a criminal investigation may have legal Counsel present during all interviews. Nothing in this agreement, however, shall be deemed a waiver of an employee's right to Union representation. A criminal investigation as used herein shall be interpreted as any action which could result in the filing of a criminal charge.
- D. In criminal matters, employees will either be ordered to answer questions or informed that they are not required to answer the employer's questions as a condition of employment.
- E. The employee shall be informed in writing as to whether he/she is a witness or suspect before any interview commences.
- F. The disciplinary interview of any employee shall be at a reasonable hour, preferably during the normal workday of the employee, unless the exigencies of the interview dictate otherwise. This requirement shall not apply to pre-disciplinary hearings with the Chief.
- G. The employee or Employer may request that a disciplinary interview be recorded, either mechanically or by a stenographer. There can be no "off the record" questions. Upon request, the employee in a disciplinary interview shall be provided an exact copy of any written statement he/she has signed and a copy of the officer's taped/transcribed (if made) interview.
- H. Interviewing shall be completed within a reasonable time and shall be done under circumstances devoid of intimidation or coercion. In all disciplinary interviews, the employee shall be afforded an opportunity and facilities to contact and consult privately with an attorney of his/her own choosing, before being interviewed. Such opportunity to contact and consult privately with a private attorney shall not unduly delay the disciplinary interview.

The employee shall be entitled to such reasonable intermissions, as he/she shall request for personal necessities, meals, telephone calls and rest periods. The employee may be represented by either a private attorney or the Union during the interview, but not both.
- I. All interviewing shall be limited in scope to activities, circumstances, or events which pertain to the employee's conduct or acts which may form the factual basis for disciplinary action under one (1) or more of the categories contained in Section 16.2.b.2 herein.

- J. The employee will not be threatened with dismissal or other disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall he/she be subject to abusive or offensive language or intimidation in any other manner. No promises or rewards shall be made as an inducement to answer questions.
- K. No employee shall be required to unwillingly submit to a polygraph test.
- L. Should any section, sub-section, paragraph, sentence, clause or phrase in this article be declared unconstitutional or invalid, for any reason, such decision shall not affect the validity of the remaining portions of this article.
- M. The investigation shall be completed in a reasonable amount of time in light of the circumstances and discipline shall be imposed within a reasonable amount of time after the conclusion of the investigation.

## ARTICLE 17 - MANAGEMENT RIGHTS

**SECTION 17.1** The Union recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.

**SECTION 17.2** The Employer has the right to schedule overtime work as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and the public safety.

**SECTION 17.3** It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.

**SECTION 17.4** The Employer reserves the right to lay off personnel for lack of work or funds, or for the occurrence of conditions beyond the control of the Employer, or when such continuation of work would be wasteful and unproductive. The Employer shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed in accordance with Article 4 of this Agreement.

**SECTION 17.5** No policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on City officials as follows:

- A. **Mayor.** The authority and responsibility of the Mayor, as Chief Executive Officer of the City, to enforce the laws of the State and ordinances adopted by the City Council, to recommend an annual budget, or to direct the proper performance of all departments.
- B. **Council.** The authority and responsibility of the City Council to enact ordinances, to appropriate monies, and to determine employees' compensation.

- C. **Commission.** The authority and responsibility of the Civil Service Commission, as provided by State statutes or local ordinance, to establish rules, certify registers and to review appointments in the police service, subject to the applicable bargaining duty of the City and the terms of this Agreement.
- D. **Police Chief.** The authority and responsibility of the Chief of Police and his/her delegates, as bestowed by ordinance, State law, Civil Service and Departmental rules, and as provided for in this Agreement, to the following:
1. To recruit, assign, transfer, or promote members to positions within the Department.
  2. To relieve members from duties because of lack of work or lack of funds.
  3. To determine methods, means, and personnel necessary for departmental operations.
  4. To control the departmental budget.
  5. To take whatever temporary actions are necessary in emergencies in order to assure the proper functioning of the Department and the public safety.

## ARTICLE 18 - GRIEVANCE PROCEDURE

**SECTION 18.1**      **Definition.** A "grievance" means a claim or dispute by an employee (or the Union on behalf of an employee or employees or on its own behalf with regard to matters effecting the Union as an entity) with respect to the interpretation or application of the provisions of this Agreement.

### **SECTION 18.2**      **Procedure:**

**A.      Step 1:**

An employee or the Union must present a grievance within fourteen (14) calendar days of its alleged occurrence to the employee's supervisor who shall attempt to resolve it within fourteen (14) calendar days after it is presented to the supervisor.

**B.      Step 2:**

If either the employee or the Union is not satisfied with the solution by the supervisor, the grievance, stating the section of the agreement violated, the facts of the case as seen by the grieving party, and the remedy sought, may be presented in writing to the Police of Chief (with a copy to the Human Resources Director) within fourteen (14) calendar days after receipt of the supervisor's answer in step 1. The Chief of Police shall then attempt to resolve the grievance within fourteen (14) calendar days of its presentation.

In the case of disciplinary actions, which are both appealable to the Civil Service

Commission and grievable under the terms of this contract, a written election of remedies shall be made after receipt of the Step 2 response. An employee may elect to either pursue an appeal to the Civil Service Commission or continue with the contractual grievance procedure, but not both. If mutually agreed, time limits will be extended to complete a reasonable investigation before the election of remedies is made. Appeal for disciplinary actions shall bypass Step 3 below and proceed directly to the Civil Service Commission pursuant to the rules of the Commission or to arbitration as provided for in Step 4 of this agreement.

**C. Step 3:**

If the employee or the Union is not satisfied with the solution by the Chief of Police, the grievance, together with all other pertinent materials may be presented in writing to the Mayor or his/her designee by an Union representative within (14) calendar days after receipt of the Chief's answer in Step 2. The Mayor or his/her designee shall attempt to resolve the grievance within fourteen (14) calendar days after it has been presented to the Mayor.

**D. Step 4:**

Except as otherwise provided in this Article, if the grievance is not resolved in Step 3 the grievance may, within thirty (30) calendar days, be referred to arbitration by the Union. The City and the Union shall try to agree upon a mutually acceptable arbitrator. If the parties fail to agree, they shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service, with all arbitrators being members of the National Academy of Arbitrators. The parties shall alternatively strike from the list until only one name remains.

The Arbitrator shall hold the hearing within 120 days of his/her appointment unless the parties mutually agree to extend the hearing date in writing. The Arbitrator shall decide the case based on 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 City, which is beyond its jurisdiction. Each party hereto will pay the expenses of their own representatives (e.g. attorney's fees) 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.

**SECTION 18.3 Timeliness.** It is the intent of this grievance procedure that the parties will process grievances within the timeframes set forth herein. In the event the grievance is not processed in the timeframes stated, then the matter shall be considered resolved. If the City fails to comply with the timeframes herein, then the grievance will automatically advance to the next step. The timeframes may be extended by mutual written agreement of the parties.

## ARTICLE 19 - NO STRIKE

**SECTION 19.1**     **No Strike.** During the life of this Agreement, neither the Union nor any officer, agent, or employee will instigate, promote, sponsor, engage in, or condone any strike (including sympathy strike), slowdown, concerted stoppage of work, or "sick-outs".

**SECTION 19.2**     **Union Responsibility.** In the event of a violation of Section 19.1 of this Article, the Union agrees to inform its members of their obligations under this Agreement, and to direct them to return to work.

## ARTICLE 20 - LEAVES

**SECTION 20.1**     **Discretionary Leaves.** The City may, at its discretion, grant a leave of absence under this subsection except for illness, injury, or pregnancy, to any bargaining unit employee for good and sufficient reason. The City shall, at its discretion, set the terms and conditions of the leave, including whether or not the leave is to be with pay.

**SECTION 20.2**     **Military Leave.** Military leave shall be granted in accordance with applicable law.

**SECTION 20.3**     **Jury Leave.** All employees covered by this Agreement who are required to report for jury duty shall sign their jury duty checks over to the City and shall be compensated at their regular rate of pay for each hour actually spent on jury duty. If an employee is released by the Court from jury duty on any given day, the employee shall immediately notify his/her supervisor for assignment to work.

If, however, jury duty lasts eight hours or more, but less than a full shift, the employee shall not be required to report back to his/her regular assignment at the conclusion of Court for that day and shall be compensated at their regular rate of pay for the full shift.

**SECTION 20.4**     **Funeral Leave.** An employee who has a member of his/her immediate family taken by death or who has been notified by a physician in attendance of imminent death may request to use up to eighty (80) hours of leave of absence with pay. Immediate family shall be defined as: spouse, mother, father, mother-in-law, father-in-law, children, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren.

Employees will be eligible for Domestic Partner benefits in accordance with changes in City Policy.

**SECTION 20.5**     **Employment Elsewhere.** A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment without the expressed written consent of the Chief of Police.

## ARTICLE 21 - INDEMNIFICATION

**SECTION 21.1**     In accordance with RCW 4.96.041 and Section 2.16.020 of the City Municipal

Code, the City shall indemnify, defend, and hold harmless any employee subject to claim or suit, including damages of a non-punitive nature, when the employee has in good faith purported to perform acts within the scope of the employee's performance of his/her official duties. Indemnity defense shall not be provided by the Employer for any suit, claim or action brought against the employee by, or on behalf of, the Employer.

## **ARTICLE 22 - SAVINGS CLAUSE**

**SECTION 22.1**      **Severability.** If any article of this Agreement of any addenda hereto 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 immediate collective bargaining negotiations for the purpose of arriving at a mutual satisfactory replacement of such article.

**SECTION 22.2**      **Prevailing authority.** If any provisions of this Agreement are found by a court of competent jurisdiction to be in conflict with current Civil Service Rules and regulations, the letter shall prevail except in Union security provisions, in which case, the provisions of Article 18 shall prevail. The Employer agrees that in the event that any provision of Civil Service Rules and Regulations are suspended, abolished or modified, collective bargaining shall proceed immediately with respect to any items that as a result of such change may come within the discretion of the Employer, and the results of such bargaining shall be made a part of this Agreement.

## **ARTICLE 23 - ENTIRE AGREEMENT**

**SECTION 23.1**      The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

**SECTION 23.2**      The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

## **ARTICLE 24 - SAFETY**

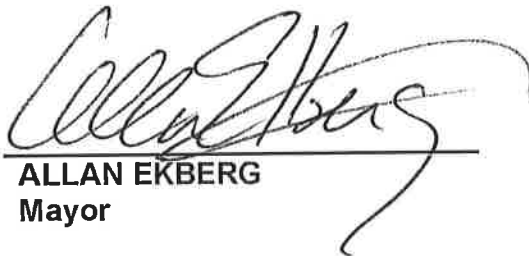
**SECTION 24.1**      The Union and City agree that the physical fitness of Union members is important to their health and safety. The City and the Union will both support and encourage employees to be physically active and to be involved in a personal program of regular exercise.

## ARTICLE 25 - DURATION OF AGREEMENT

**SECTION 25.1**     *Effective date and Duration.* Unless otherwise provided herein, this Agreement shall become effective upon execution and shall remain in force until December 31, 2024.

**SECTION 25.2**     *Conflicts.* When there is a conflict between any collective bargaining agreement reached by an employer and a bargaining representative on a Union security provision and any charter, ordinance, rule or regulation adopted by the public employer or its agents, including but not limited to a civil service commission, the terms of the collective bargaining Agreement shall prevail.

**CITY OF TUKWILA**

  
ALLAN EKBERG  
Mayor

3/3/22  
Date

**TEAMSTERS LOCAL UNION  
NO. 117/IBT representing  
SERGEANTS**

  
JOHN SCEARCY  
Secretary-Treasurer

3-11-22  
Date

## APPENDIX "A" – WAGE SCHEDULE 2022

1. Effective January 1, 2022 base salaries for Police Sergeants shall be:

<u>Title</u>	<u>Grade</u>	<u>Step</u>	<u>Monthly</u>	<u>Hourly</u>
Sergeant 1	psg	2	\$ 9,750	\$ 56.25



# TEAMSTERS LOCAL UNION 117

*Affiliated with the International Brotherhood of Teamsters*

General Public and Private Sector Employees and Special Services Employees in King and Pierce Counties and Employees of the State of Washington

## WEINGARTEN RECOMMENDATIONS TO EMPLOYEES<sup>1</sup>

The Union recommends employees take the following steps to protect their jobs<sup>2</sup>:

1. If you are asked to attend a meeting with management which you believe may lead to discipline, ask to have a Union steward present. If possible, notify the steward or other Union official of the meeting immediately. When in doubt, ask management whether or not anything said at the meeting could lead to disciplinary action.
2. If you are unable to obtain representation before entering the meeting, you should:
  - a. Ask whether you are free to leave the room if you choose to do so;
  - b. Ask whether anything said at the interview could lead to disciplinary action or discharge;
  - c. If so, ask that (1) a Union representative be contacted and brought to the meeting place before any questioning occurs, and (2) you be permitted to speak to the Union representative in private prior to the questioning;
  - d. If a Union representative is unavailable, ask that the meeting be postponed until a Union representative can be present;
  - e. In the event the employer nonetheless insists on proceeding with the meeting, ask that a fellow employee whom you trust be brought to the meeting to act as a witness.

IF THE EMPLOYER DENIES ANY OR ALL OF THE FOREGOING REQUESTS, THE UNION RECOMMENDS THAT YOU COMPLY WITH THEIR DEMANDS, INCLUDING ANSWERING THEIR QUESTIONS. HOWEVER, YOU SHOULD STATE THAT YOU ARE DOING SO ONLY UNDER PROTEST.

<sup>1</sup> These recommendations do not apply when an employee faces possible criminal charges. Such employees should obtain the advice of an attorney.

<sup>2</sup> These recommendations are not appropriate in some industries and should be tailored to reflect contract and internal Union procedures.

## **TEAMSTERS 117 MEMBER FORMS**



**[www.teamsters117.org/member\\_forms](http://www.teamsters117.org/member_forms)**

Please follow the link or scan the QR code with your mobile phone camera app if:

- You are new to the Union to fill out your Teamsters 117 Member Application.
- You moved or need to update your contact information with the Union.
- You need to designate or change the beneficiary for your Union-paid life insurance.