

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

**By and Between**

**TEAMSTERS LOCAL UNION NO. 117**

**Affiliated With The  
International Brotherhood of Teamsters**



**And**

**THE CITY OF BRIER  
(POLICE OFFICERS)**

**Term of Agreement**

**November 14, 2023 – December 31, 2026**

<b>NOTICE TO ALL MEMBERS</b>
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**If you become unemployed, or are off due to an on the-job injury in the jurisdiction of Local Union 117, you will be put on a withdrawal status upon request, provided all dues and other financial obligations are paid to Local Union 117, 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 and/or request a withdrawal by contacting the office at (206) 441-4860.**

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## **ARTICLE 1 - PREAMBLE**

THIS AGREEMENT is by and between the CITY OF BRIER, WASHINGTON, hereinafter referred to as the "City", and TEAMSTERS LOCAL UNION NO. 117 hereinafter referred to as the "Union".

## **ARTICLE 2 - PURPOSE AND INTENT**

The City of Brier is a non-charter code city of the State of Washington. City management is responsible for the performance of the functions of the City and is accountable to the legislative body and ultimately to the people. Critical policy choices, such as the size and allocation of the budget, the tax rates, the level of public services, and the long-term obligation of the government are decisions that, within a democratic system of government, are to be made by elected officials who are politically responsible to the voters. This Agreement is to promote the continued improvement of the relationship between the City and its Officers represented by the Union and provide a uniform basis for implementing the rights of the voter to control government and the rights of these Officers to join a labor organization of their choosing and to be represented by such organization in matters concerning employment relations with the City as provided for in accordance with Chapter 41.56.040 RCW. All parties agree to use fair and reasonable judgment when exercising the terms of this contract.

## **ARTICLE 3 – RECOGNITION**

3.1 The City hereby recognizes the Union as the exclusive collective bargaining representative for the purpose stated in Chapter 41.56 RCW of all uniformed commissioned Police Officers through the rank of Sergeant of the City of Brier Police Department, excluding the Police Chief and Reserve Officers. The City is authorized to employ Provisional Officers up to six (6) months for the purpose of filling shifts of an Officer who is on leave to attend the police academy, if the City has a vacancy, or an Officer is on a disability leave of absence. No Provisional Officer shall be hired to displace a currently employed and working Officer. Any Provisional Officer hired for any reason will be a member of the bargaining unit and covered by the terms of this Agreement. However, a Provisional Officer is not a member of the City's Civil Service and is considered an "at will" employee. Provisional Officers may not contest discipline, termination, or layoff decisions through the grievance procedure.

3.2 Membership Rights. All employees working in the bargaining unit shall have the right to become a member of the Union. The Employer will furnish the employees appointed into bargaining unit positions, membership materials supplied by the Union.

3.3 New Employee Orientation. The Union will be allowed one (1) hour of presentation time to speak with new employees during their first week of employment on matters concerning the rights of employees, responsibilities of the Union, and services available to the membership. The designated Union Representative will be notified no later than fourteen (14) calendar days prior to the presentation date. A Union Representative, Shop Steward, and/or local Union member will be responsible for the presentation. The Shop Steward and/or Union member will experience no loss of salary nor will off-shift presentation

time be considered as "time worked" for purposes of computing overtime.

#### **ARTICLE 4 - UNION MEMBERSHIP**

4.1 Union Dues & Fees. When an employee provides written authorization to the City, the Union has the right to have deducted from the employee's salary dues and fees required to be a member of the Union. Officers may cancel their dues deduction per the terms of the payroll deduction authorization card they signed by written notice to the Union. In accordance with RCW 41.56.110, the City shall cancel dues deductions upon notice from the Union that the terms of the Officer's signed dues authorization card regarding cancellation has been met.

4.2 Upon written notice that an Officer within the bargaining unit has authorized dues deductions, the City shall deduct from the pay of such Officer the monthly amount of dues as certified by the shop steward of the exclusive bargaining representative and shall transmit the same to the Union. Upon written authorization of an Officer in the bargaining unit, the City agrees to deduct from the wages of the Officer a Teamsters Legal Defense Fund (TLDF) deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The beginning and/or termination of this deduction will coincide with the payroll cycle. The Employer agrees to remit any deductions made pursuant to this provision to the Union together with a report showing the Officers name and amount deducted. Officers remain solely responsible for the payment of all TLDF deductions.

4.3 The City will maintain accurate records of employees' payroll deduction status. The Union shall indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City on account of any payroll deduction made under this Article, unless such error was caused by the City's failure to maintain accurate records after receiving notification of a cancellation of deductions. The Union shall refund to the City any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

#### **ARTICLE 5 - NON-DISCRIMINATION**

5.1 Neither the Employer nor the Union will unlawfully discriminate in hiring, promotion, or conditions of employment because of race, religion, creed, color, age, disability, national origin, sex, sexual orientation, marital status, military status, ancestry, Union membership status, lawful Union activity, or any other legally protected class or condition.

#### **ARTICLE 6 - MANAGEMENT'S RIGHTS**

6.1 The Union recognizes the prerogatives of the City to operate and manage its affairs so as to maintain the efficiency of governmental operations in all respects, and in accordance with the responsibilities, powers and authority, which the City possesses.

6.2 The City has the right to manage its operations in a way that minimizes overtime, and to schedule overtime work as required in a manner most advantageous to the City and consistent with the requirements of municipal employment, the public interest and safety.

6.3 Except as otherwise expressly limited by the terms of this Agreement, the City has the right, among other actions: to determine the size and composition of the work force; to adopt reasonable work rules; to assign work and determine duties of Officers; to schedule hours of work and to determine the number of personnel to be assigned at any time; to determine the use of City facilities, equipment, and other resources such as cars, trucks, motorcycles, gasoline, bicycles, small tools, uniforms, office equipment, and any specialty items; to determine the work methods to be used, the processes by which the use of City equipment, facilities are to be utilized and work is to be performed, and to introduce new work methods or facilities; to discipline, suspend or discharge Officers for just cause; to layoff personnel for lack of funds, lack of work or for the occurrence of conditions beyond the control of the City or where such continuation of work would be wasteful and unproductive; to determine the location of any job sites; and in matters regarding the selection, retention, and training of Officers.

6.4 The parties further recognize: the responsibility of the Mayor as the Chief Executive Officer of the City for enforcing the laws of the State and City, recommending an annual budget or directing the proper performance of all executive departments; the responsibility of the City Council for the enactment of ordinances and the appropriation of moneys; the responsibility of the Civil Service Commission, as provided by City ordinance, to exercise the powers and perform the duties as established by law pursuant to RCW 41.12 in connection with disciplinary actions for all Officers and the selection, appointment and employment of uniformed Police Officers; the responsibility of the Department Head and their designees is governed by ordinances, Civil Service Rules and departmental rules, and is limited by the provisions of this Agreement, to: (1) recruit, assign, transfer or promote Officers to positions within the department, (2) manage departmental operations and determine methods of work, and (3) take whatever actions are necessary in emergencies in order to assure the proper functioning of the Department.

6.5 The City reserves the right, and nothing in this Agreement shall interfere with the right of the City to decide to cease City operation of providing police functions and to contract or subcontract for these services to be performed by another city, county or municipal agency. Prior to implementation of any decision to subcontract such services or enter into a new inter-local agreement for such services, the City will give sixty (60) days' notice to the Union. The Union may request to negotiate with the City over the effects such action(s) could have on Officers. If work is contracted out that will result in a lay-off of an Officer(s) the City will also request that current Officer(s) be hired by the contractor.

6.6 The City may enter into inter-local agreements with other cities, counties or other municipal agencies to augment its police staffing or services as the City determines necessary to improve policing efficiency; provided that no such contracts will result in the layoff of existing Officers or the elimination of routine overtime opportunities. The City may use inter-local agreements to fill a permanent vacancy (e.g. resignation, termination, or retirement, etc.) on a

temporary basis, but will not permanently contract to fill a vacant bargaining unit position without first bargaining with the Union.

#### **ARTICLE 7 - UNION INVESTIGATIONS AND ACCESS TO INFORMATION**

7.1 The Union will notify the City of its designated representatives. An Officer covered by this Agreement may request the attendance of one (1) Union Representative and/or Union Shop Steward during the grievance procedure. Grievance meetings will be scheduled at times to minimize the need for any Officer to be present during their regularly scheduled shift. Shop Stewards shall not be discriminated against for their lawful Union activities. Under no circumstances shall any Union Representative interfere with the orderly process of the City.

7.2 Shop Stewards shall notify, specify the amount of time needed and obtain authorization from the Police Chief at least one (1) shift before leaving their scheduled work assignment for the purpose of investigating complaints or claims of grievance on the part of Officers. Shop Stewards will have access to department's working facility for the purpose of conducting grievance investigations. Such permission will normally be granted if there is acceptable duty coverage, as determined by the Police Chief, for the period of time requested.

7.3 Union Representatives may have access to information in any Officer's personnel file within five (5) business days of the request, with the written authorization of the Officer. Such authorization must be signed by the Officer within seven (7) days of the request.

7.4 Union Representatives may also gain access to confidential or secured information relevant to a grievance or collective bargaining; however, such access shall be predicated on seeking permission from the Mayor/Designee to determine an appropriate time and location of the relevant material to be reviewed.

7.5 Union Representatives shall be allowed access to the ordinary working facility for the purpose of conducting necessary Union Business and investigating grievances, provided such representative does not interfere with the normal work process.

#### **ARTICLE 8 - RELEASE TIME**

8.1 The City will pay for one (1) Officer to attend formal negotiation sessions for a successor collective bargaining agreement. Such Officer will be paid at the Officer's base hourly rate of pay for scheduled work hours lost in attendance at formal negotiation sessions for a successor collective bargaining agreement. Hours spent at negotiations are not considered work hours for purposes of calculation of overtime.

#### **ARTICLE 9 - BULLETIN BOARD**

The City shall provide space for a bulletin board to be located conspicuously at the Police Department for the posting of notices relating to Union business and activities of a nonpolitical nature.



**ARTICLE 10 - HOURS OF WORK**

10.1 Work Periods. Unless otherwise established in writing, the work period for purposes of calculating overtime is a seven (7) calendar day period beginning at 6:01 a.m. Saturday and ending at 6:00 a.m. Saturday.

10.2 Work Schedules.

- a. Determination of Work Schedules. The City will determine the schedule for all Officers and any changes to the schedules of individual Officers subject to the provisions of this Article.
- b. Shifts. Unless otherwise agreed between the parties, Officers will be scheduled to work four (4) consecutive ten (10) hour days on duty, followed by three (3) consecutive days off.
- c. On or before November 1 of each year, the City will post the available shifts for the following year. Shifts shall be selected for each year by December 1. Seniority shall be the sole factor in the selection of shifts. All Police Patrol Officers who have not successfully completed their initial probationary period prior to the commencement of the shift selection process will be excluded from this process, and shall be placed where needed on the patrol schedule. Nothing herein shall limit the discretion of the City to determine the number of Officers to be assigned to each shift. For the duration of this contract, the schedules are as follows.

d.

<b>Shift A</b>	<b>Hour Work Days</b>	<b>Days Off</b>
<b>Day Shift</b>	<b>0600-1600 Sun – Wed</b>	<b>Off Thu-Fri-Sat</b>
<b>Swing Shift</b>	<b>1400-2400 Sun-Wed</b>	<b>Off Thu-Fri-Sat</b>
<b>Graveyard Shift</b>	<b>2000-0600 Sun-Wed</b>	<b>Off Thu-Fri-Sat</b>

e.

<b>Shift B</b>	<b>Hour Work Days</b>	<b>Days Off</b>
<b>Day Shift</b>	<b>0600-1600 Wed-Sat</b>	<b>Off Sun-Mon-Tue</b>
<b>Swing Shift</b>	<b>1400-2400 Wed-Sat</b>	<b>Off Sun-Mon-Tue</b>
<b>Graveyard Shift</b>	<b>2000-0600 Wed-Sat</b>	<b>Off Sun-Mon-Tue</b>

10.3 Schedule Changes. The Chief may change an Officer's selected shift on an ongoing basis where there is a legitimate operational need (e.g., to complete training, address performance issues or to address special experience/certification needs of a shift). Officers' shifts may be changed or adjusted on temporary basis as follows:

- a. Planned Absences. Absent mutual agreement between the City and the Officer, Officers shall be notified in writing at least fourteen (14) calendar days in advance of a change in their regular shift or schedule required by the planned absence of an Officer due to training, vacation or personal holiday time. The day that notification is given is considered the first day of notice.
- b. Unplanned Needs. An Officer's schedule may be modified due to unforeseen staffing needs; provided that Officers will be compensated at a rate of one and one-half times their regular rate of pay for hours worked outside of their normal schedule with less than seventy-two (72) hours' notice.
- c. Flex Schedule. An Officer may request to flex their schedule within the current pay period of a 7-day work week. Provided it shall not result in overtime and it shall be at the sole discretion of the Police Chief.

Meal and Rest Periods. The parties agree to meal and break periods for Officers that vary from and supersede the meal and break period requirements of WAC 296-126-092. Officers will receive a paid thirty (30) minute meal period, and two (2) paid fifteen (15) minute break periods during each shift. Unless otherwise directed by the Chief, Officers will be allowed to combine their meal period with their break periods as permitted by their job responsibilities. Officers will remain subject to call during meal and break periods.

## ARTICLE 11 - OVERTIME

11.1 Overtime Eligibility. Officers will receive overtime compensation at a rate of one and one-half (1½) times their regular rate of pay for all hours worked in excess of forty (40) in a work period. The regular rate of pay will include the Officer's base hourly wage, any longevity pay and any educational premium pay (determined by dividing the monthly premium by 173.33). The premiums paid to Officers performing field training or Officer in Charge duties, as described in Article 12, will be included in the regular rate of pay calculation if the Officer is performing those duties at the time the overtime is incurred.

11.2 Overtime Computation. For purposes of calculating overtime, all hours spent performing assigned duties and all paid leave will be considered time worked; leave without pay, and additional compensation for holidays do not constitute hours worked. There shall be no duplication or pyramiding of overtime.

11.3 Overtime Authorization. Unless required to respond to an emergency situation, Officers must receive prior authorization from their supervisor before working overtime. Officers who work overtime in response to an emergency are expected to notify their supervisor as soon as practical.

Call Back. When an Officer is called to duty after leaving their workstation after completing their regularly scheduled shift, they will be paid a minimum of three (3) hours at one and one-half times (1.5x) their regular rate of pay.

Time worked immediately preceding the regular shift does not constitute call back. Shift extensions do not qualify for call back pay.

- a. Travel time spent by an Officer who has completed their regularly scheduled shift and is called back to work will be considered compensable time. Such travel time will be paid at the Officer's regular rate of pay and shall be included in the calculation of actual hours worked for calculation of any overtime due.

11.4 Payment Intervals. Overtime shall be paid for in increments of fifteen (15) minutes with the major portion of each fifteen (15) minutes being paid as fifteen (15) minutes.

11.5 Telephone Interviews at Home. Union members will be compensated for a minimum one (1) hour of one and one-half (1 ½) times their regular rate of pay for civil / criminal interviews conducted via telephone outside the Officer's normal duty hours.

#### **ARTICLE 12 - WORK OVER SHIFT**

All work authorized by the Chief of Police immediately following the Officer's regularly scheduled shift shall be paid at one and one-half (1.5) times the Officer's regular hourly rate of pay. After-shift hours worked shall be included in the calculation of actual hours worked for calculation of any overtime due above the prescribed work period.

#### **ARTICLE 13 - PREMIUM PAY**

Officers who are assigned to field train a new full-time hire (FTO) or Firearms Instructor shall receive three percent (3%) in addition to their base pay for each day they perform FTO or Firearms Instructor, while the Officer is actually performing the approved assignment.

Officers who are assigned as Range Master shall receive three percent (3%) in addition to their base pay.

Officer assigned to an Officer in Charge (OIC) shall receive six percent (6%) in addition to their base pay when the Officer is actually performing the approved assignment.

Officers who are assigned to Detective duties shall receive three percent (3%) in addition to their base pay for all hours they are performing Detective duties.

Officers assigned to swing shift shall receive a premium in the amount of one and a half percent (1.5%). Officers assigned to night shift shall receive a premium in the amount of two percent (2%).

**ARTICLE 14 - COURT TIME PAY**

Officers who are required to appear in court on behalf of the City shall be paid for a minimum of three (3) hours at one and one-half (1.5) times the Officer's base hourly rate of pay if such appearance is not scheduled during a regularly scheduled work period. Officers have the responsibility to confirm at least thirty-six (36) hours prior to their scheduled appearance time. No Officer shall be considered "on call" in order to circumvent this section.

**ARTICLE 15 - WAGES**

15.1 Effective January 1, 2024, the City agrees to give Officers a twelve and six-tenths percent (12.6%) market adjustment.

Effective January 1, 2025, the City agrees to give Officers a three and seven tenths percent (3.7%) market adjustment.

Effective January 1, 2026, the City agrees to give Officers a three and seven tenths percent (3.7%) market adjustment.

Officer's monthly base wages (with exception of all unpaid leave) will be as follows:

Step	1	2	3	4	5	6
Police Officer (hourly base rate)	\$37.05	\$39.57	\$42.00	\$44.47	\$46.93	\$49.42

15.2 The qualifications and experience of a new Officer will be evaluated and the Officer may be assigned to a higher step within the job classification as determined by the City.

15.3 Step increases shall be recognized as performance step increases based upon the successful completion of twelve (12) months of service in each respective performance step; provided no written notification of unsatisfactory performance has been issued for that period. Once the Officer's performance returns to satisfactory, the Officer shall receive the performance step and be eligible for step increases in twelve (12) month increments thereafter, provided no written notification of unsatisfactory performance has been issued for that period, and until the Officer achieves the top step.

15.4 Upon ratification of this Agreement all current Officers shall be placed in their current step on the Schedule of Wages adopted in this Agreement.

The City will negotiate the hourly/monthly base pay with the Union if during the term of this Agreement the City establishes and hires as a City employee, an Officer in the position of Sergeant within the Brier Police Department.

**ARTICLE 16 - EDUCATION PAY**

In addition to monthly rates of pay, an Officer will receive a monthly premium of one hundred dollars (\$100.00) for an AA Degree; or two hundred dollars (\$200.00) for a BA/BS in Criminal Justice, Sociology, Psychology, Police Science, Political Science, or Public Administration; or three hundred dollars (\$300.00) for a Master’s Degree in Criminal Justice, Sociology, Psychology, Police Science, Political Science, or Public Administration. Recognition will be given for the highest level obtained not to be combined.

**ARTICLE 17 - LONGEVITY**

17.1 Upon completion of the required time of service, Officers shall be entitled to Longevity Pay as per the following schedule. Longevity shall be based on the Officer’s date of hire on full-time service, to become effective with the beginning of the pay period following completion of the required service time. The Longevity premium will be calculated as a percentage of an officers base pay as follows:

	PER PAY PERIOD
Beginning 5 <sup>th</sup> Year	2.0%
Beginning 10 <sup>th</sup> Year	3.0%
Beginning 15 <sup>th</sup> Year	4.0%

**ARTICLE 18 - HOLIDAYS**

18.1 The following days are recognized as paid holidays. Holidays shall be a twenty-four (24) hour period beginning at midnight.

- January 1 (New Years Day)
- 3<sup>rd</sup> Monday of January (Martin Luther King’s Birthday)
- 3<sup>rd</sup> Monday of February (Presidents’ Day)
- Last Monday in May (Memorial Day)
- July 4 (Independence Day)
- 1<sup>st</sup> Monday of September (Labor Day)
- November 11 (Veterans Day)
- 4<sup>th</sup> Thursday of November (Thanksgiving Day)
- Day Immediately Following Thanksgiving
- December 25 (Christmas)

In addition, each Officer will receive two (2) additional “Floating Holidays” each year.

18.2 Officers will receive eight (8) hours of pay at their base hourly rate for each Holiday that is set forth in Section 18.1, above. Officers are eligible for holiday pay if they are in paid status on their regular, scheduled work day preceding the holiday, excluding L&I and LWOP.

18.3 Pay for Working Holidays.

- a. In addition to holiday pay described in Section 18.2, Officers required to work on Martin Luther King's Birthday, Presidents' Day, Memorial Day, Labor Day, Veterans Day or the day immediately following the Thanksgiving holiday will receive pay at their straight-time hourly rate for all hours worked on the holiday.
- b. In addition to the holiday pay described in Section 18.2, Officers working on New Year's Day, Independence Day, Thanksgiving and Christmas will be paid at a rate of one and one-half (1.5) times their straight-time hourly rate for all hours worked up to eight (8) hours on the holiday, and pay at two and one-half (2.5) times their straight-time hourly rate for all hours worked beyond eight (8) hours on the holiday.

18.4 Floating Holidays.

- a. Officers become eligible to receive and use floating holidays following six (6) months of continuous service. Officers who become eligible for floating holidays on or before March 30 will receive twenty (20) hours of holiday time to be used in the remainder of the year; those who become eligible after March 30 will receive ten (10) holiday hours for use in the remainder of the year.
- b. Floating holidays must be scheduled with the Police Chief or designee's approval on an individual basis.
- c. Floating holidays must be taken during the calendar year in which they are earned. Unless otherwise approved by Chief, unused floating holidays may not be carried over from one year to the next.

18.5 Upon termination or resignation of employment, only those holidays which have occurred prior to the last day while in paid status shall be paid. Unused floating holidays will not be cashed out upon termination.

18.6 If a holiday occurs during an Officer's scheduled vacation, the Officer shall receive the holiday instead of vacation.

**ARTICLE 19 - VACATION**

19.1 Each full-time Officer shall accrue vacation leave with pay based on the length of continuous service with the City.

19.2 Vacation leave shall accrue according to the following schedule for Officers if in a paid status.

UPON COMPLETION OF SERVICE	HOURS PER YEAR
01-02 years	96 hours a year
03-04 years	108 hours a year
05-08 years	120 hours a year
09-12 years	144 hours a year
13-16 years	168 hours a year
17 years plus	192 hours a year

Employees hired as a lateral under Civil Service Rules shall receive service credit for vacation accrual purposes consistent with their consecutive uninterrupted years of active service as a Criminal Justice Training Commission (CJTC)-recognized commissioned Law Enforcement Officer.

19.3 After the completion of six (6) months employment, each full time Officer shall be eligible to use half (1/2) of their vacation time as accrued above at one year employment.

19.4 Only those days on which an Officer would normally be required to work shall be counted in computing vacation used in any one vacation period.

19.5 No Officer shall use more than ten (10) days of accrued vacation in any one (1) vacation period, unless approved at the discretion of the Chief of Police.

19.6 An Officer whose service is terminated or who resigns shall be paid for any accumulated unused vacation.

19.7 Vacation shall be taken within the twelve (12) month period following the period for which it is accumulated. In the event that the vacation leave was not able to be taken within the twelve (12) month period through no fault of the Officer, an annual carryover in the amount of no more than four hundred and fifty (450) hours will be allowed. The City agrees to keep record of all declined vacation leave requests made by Officers.

19.8 Beginning November 1 of each year, Officers may submit vacation requests for the following year. These vacation requests must be submitted no later than December 1 and will be approved or disapproved by the City on the basis of seniority no later than December 15. All vacation requests received after December 1 and continuing into the following calendar year shall be considered on a first-come, first-served basis without regard to seniority.

19.9 With exception of the seniority bid process described in Article 19.8, the City shall approve or deny all vacation requests within seven (7) calendar days of the request, unless a shorter period is approved at the discretion of the Chief on a case-by-case basis.

19.10 Only in the event of emergency (i.e., natural disaster) the City may cancel an Officer's pre-approved vacation. If the City cancels an Officer's pre-approved vacation, upon written proof, the City shall reimburse the Officer for all non-refundable expenses (e.g. airline tickets, hotel reservations, cruise tickets).

## **ARTICLE 20 - SICK LEAVE**

20.1 Officers shall accrue eight (8) sick leave hours for each full month of employment. The maximum amount of accrued sick leave that may be carried over into any following calendar year shall be seven hundred and twenty (720) hours. Once an Officer accrues seven hundred and twenty (720) hours of sick leave and hits the maximum carry over amount, that Officer shall nonetheless continue to accrue sick leave at the rate of one (1) hour for every 40 hours actually worked by the Officer (exclusive of paid time off, which shall not be included in the Officer's sick leave accrual calculation beyond the seven hundred and twenty (720) hour threshold). The Officer shall revert back to the higher accrual rate if/when the Officer's sick leave accrual falls below the seven hundred and twenty (720) threshold.

20.2 Except as provided in Section 20.1 above, Officers who are granted vacation shall continue to accrue sick leave at the regularly prescribed rate during such absence.

20.3 Officers who receive disability leave by virtue of RCW 41.26 shall not accrue both sick leave and disability leave, which are duplicative in nature. Officers shall in no event be entitled to accrue or receive more than twelve (12) months' time off from continuous service for sickness or disability regardless of how such time off from employment is denominated.

20.4 Accrued but unused sick leave shall be converted to pay on the following basis:

- a. Termination - voluntary, (provided two (2) weeks' notice is given) or discharge: Twenty-five percent (25%) of up to seven hundred twenty (720) hours unused sick leave.
- b. Termination - by layoff: Fifty percent (50%) of up to seven hundred twenty (720) hours unused sick leave.
- c. Retirement (or death): One hundred percent (100%) of the first two hundred (200) hours unused sick leave. Fifty percent (50%) of up to five hundred twenty (520) remaining hours of unused sick leave. Conversion of unused sick leave shall not be for more than a total of seven hundred twenty (720) hours.

## **ARTICLE 21 - REASONS AND NOTIFICATION FOR SICK LEAVE**

21.1 An Officer eligible for sick leave with pay shall be granted such leave for the following reasons:

- a. An absence resulting from the Officer's own mental or physical illness, injury or health condition; to accommodate the Officer's need for medical diagnosis, care or treatment of a health condition; or the Officer's need for preventative medical care (in cases where sick leave is used in connection with a medical appointment, sick leave shall be used for required travel time and appointment only);



- b. To allow the Officer to provide care for a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or care for a family member who needs preventative medical care;
- c. The City is closed by order of public official for any health-related reason, or where the Officer's child's school or daycare is closed for such a reason;
- d. Absences covered by the City's Domestic Violence Leave Policy; or
- e. In accordance with those reasons authorized under the Washington State Family Care Act.

21.2 For purposes of sick leave usage, "family member" means the Officer's child (biological, adoptive, foster, step-child or child for whom the Officer stands in loco parentis, is a legal guardian for, or is a de facto parent); parent (including the same relationships as set forth for "child" above); spouse or registered domestic partner; grandparent; grandchild or sibling.

21.3 Any Officer may donate vacation leave to another Officer as long as the donor has at least sixty (60) hours remaining in their vacation bank after the donation and cannot donate more than 48 hours to the donee. The donee must qualify for donated vacation leave under the following conditions:

- a. The donee must have depleted the total of accrued vacation, sick leave, holiday or any other leave available. The recipient shall be ineligible for State Industrial Insurance Benefits.
- b. The donee must suffer from an illness, injury, impairment, or physical or mental condition which is extraordinary or severe which has caused or is likely to cause the Officer to take leave without pay or terminate employment.
- c. The donee must provide a physician's statement regarding the said condition.
- d. The donee's condition must make them unable to work for a minimum of ten (10) working days as certified by the donee's medical care provider.

21.4 Notification Required. Officers should endeavor scheduling healthcare appointments during non-working hours. When this is not possible, Officers should request to use their sick leave as far in advance as possible. This generally means that an Officer should provide notice at least twenty (20) days in advance of any planned or otherwise foreseeable absence (such as for a planned appointment or procedure, unless such appointment is scheduled to occur in less than ten days from the date it is made, in which case an Officer must provide notice as soon as the appointment is scheduled) and at least one (1) hour prior to the Officer's shift for any unforeseeable or emergent absence (unless such notice is not practicable

under the circumstances, in which case the Officer should provide notice as soon as practicable).

21.5 Medical Verification. The City may require an Officer to provide proof of illness, injury, or health condition from a qualified health care provider for absences of more than three (3) consecutive days, unless such verification would result in an unreasonable burden or expense to the Officer, as established pursuant to Washington State regulation. If an Officer believes that the required verification will result in an unreasonable burden or expense, the Officer should notify the City, preferably in writing, of this and provide an explanation that (1) the Officer's use of sick leave is for one of the reasons listed above and (2) how the verification requirement will result in an undue burden or expense. Upon receipt of such notice from the Officer, the City will consider the Officer's explanation and proceed in accordance with the process set forth in WAC 296-128-660. Notwithstanding the foregoing, the parties agree that an Officer's normal share of cost obligation under the health insurance benefits provided under Article 27 shall generally not be construed as an "undue expense" to the Officer, absent other compelling circumstances (which may be presented by the Officer in accordance with the process set forth above).

21.6 Medical Examination. When an Officer is absent for the Officer's own illness, injury, or health condition, the City may require the Officer to provide a medical verification confirming that the Officer is fit to return to duty. In addition to or in lieu of such medical verification, the City may require an independent medical exam at the City's expense.

21.7 Employees may use sick leave [*vacation leave or other forms of PTO can also be included*] to supplement wages while using paid family medical leave.

## **ARTICLE 22 - ON THE JOB INJURY**

22.1 An Officer injured on the job and entitled to benefits or payments under Workers' Compensation shall receive the difference between the benefits and payments received by the Officer under such Workers' Compensation and his base hourly rate of pay that he would have otherwise received from the City if able to work, and sick leave shall be charged at a rate in proportion to that portion of his salary being paid by the City. The foregoing payment or contribution by the City shall be limited to the period of time that such Officer has accumulated sick leave or vacation.

22.2 An Officer who is no longer on compensated status with the City shall no longer accrue sick leave, vacation, holiday leave, or other benefits cited under the provisions of this Agreement, and any continuation of health and welfare benefits shall be at the option and expense of the Officer. Continued leave and employment status shall be determined in accordance with the management rights section of this Agreement and applicable law.

22.3 Officers recovering from on-the-job injuries will be offered light duty work where and to the extent the City determines such work to be available.

**ARTICLE 23 - JURY/WITNESS DUTY AND MILITARY DUTY**

23.1 An Officer shall be entitled to full pay and benefits during the time the Officer serves as a witness not on behalf of the City or as a juror on any civil or criminal proceeding in any competent court within this state. An Officer shall also be entitled to full pay and benefits during the time the Officer serves as a witness during an administrative hearing in connection with the Officer's official duties as a Law Enforcement Officer (*i.e.*, not related to the administration or enforcement of this Agreement). An employee's pay shall be reduced by any amount paid for court attendance (excluding mileage allowance).

23.2 Military Duty.

- a. Pursuant to RCW 38.40 an Officer will be allowed time off with pay for active training in the United States Armed Forces or Washington State National Guard. Military leave with pay is not to exceed twenty-one (21) days per year, beginning October 1<sup>st</sup> and ending the following September 30<sup>th</sup>. Such leave shall be in addition to any vacation and sick leave to which an employee is entitled and shall not result in any reduction of benefits, performance ratings, privileges or pay. During paid military leave, the employee shall receive his or her normal base pay.
- b. In addition to paid military leave provided by this section, Officers shall be granted a military leave of absence without pay for service in the armed forces of the United States or the State of Washington, to the extent required by applicable state and federal law.

**ARTICLE 24 - LEAVE OF ABSENCE - NON-COMPENSATED**

24.1 A full time Officer who has been continuously employed for a period of at least one (1) year may apply for an unpaid leave of absence, which shall not exceed six (6) months. Determination of such leave is solely within the City's discretion. Written application shall be made to the Chief of Police who will make a recommendation, in writing, to the Mayor who may approve or disapprove the request.

24.2 No benefits shall accrue while the Officer is on a leave of absence.

24.3 The Officer shall report promptly, ready for work, on the return date specified in the approval or the Officer may be subject to disciplinary action up to and including termination.

24.4 Upon reporting for work as specified in the approval granted under this section, the Officer shall be reinstated to the position at the appropriate rate of pay that they held before the leave.

**ARTICLE 25 - BEREAVEMENT LEAVE**

A full-time Officer who has a member of his immediate family taken by death may request up to three (3) days off without loss of pay to attend the funeral and make necessary

arrangements. Immediate family shall be defined as husband, wife, son, daughter, stepchildren, mother, father, stepmother, stepfather, brother, sister, mother-in-law, father-in-law, grandparents, or grandchildren of the Officer. Up to two (2) additional days off may be granted at the sole discretion of the Chief of Police for exceptional circumstances such as distant travel.

### **ARTICLE 26 - ASSOCIATION TRAINING TIME**

Members of the Union may be granted leave from duty with pay to attend educational conferences; provided, however, no additional expense is incurred by the City, and when such attendance has been determined by the Chief of Police or the Mayor as a positive benefit to the City. An Officer attending such an educational or union conference, which has been determined to be a positive benefit to the City, shall be compensated at the same rate as a normal workday. If the benefit to the City is not positive, then such attendance shall be on the Officer's own time, with no expense to the City. The total time permitted for educational conferences shall not exceed two (2) working days annually. Requests for such time off must be given in writing to the Police Chief at least ten (10) working days prior to the requested day off. The forgoing does not preclude the City from directing an Officer to attend training on paid time or preclude an Officer from attending a union related conference on his or her scheduled time off.

### **ARTICLE 27 - HEALTH AND WELFARE BENEFITS**

27.1 Medical Insurance. The City shall pay each month one hundred percent (100%) of the premiums necessary for the purchase of Officer coverage and eighty percent (80%) of the premiums necessary for the purchase of dependent coverage.

Officers shall be enrolled in their choice of AWC HealthFirst 250 or Kaiser, or other such plans as the City may make available to Officers. The cost-sharing percentages stated above shall remain unchanged.

27.2 Dental Insurance. The City shall pay each month one hundred percent (100%) of the premiums in effect through the end of 2023 necessary for the purchase of Officer coverage and one hundred percent (100%) of the premium necessary for dependent coverage under the AWC Washington Dental Service plan or Willamette Dental Plan.

27.3 Vision Insurance. The City shall pay each month one hundred percent (100%) of the premiums in effect through the end of 2023 necessary for the purchase of Officer coverage and one hundred percent (100%) of the premium necessary for dependent coverage under the AWC Washington Vision Service plan.

### **ARTICLE 28 - LIFE INSURANCE**

Effective no later than January 1, 2021, the City agrees to pay each month one hundred percent (100%) of the premium necessary for the purchase of a life insurance policy for each Officer

that shall provide for a beneficiary of such policy as designated by the Officer, and a benefit of seventy five thousand dollars (\$75,000.00).

**ARTICLE 29 - EMPLOYEE ASSISTANCE PROGRAM**

The City will continue to pay each month the cost for Officer participation in the Employee Assistance Program offered through AWC or a substantially similar provider.

**ARTICLE 30 - UNIFORMS AND EQUIPMENT**

30.1 A quartermaster system will be maintained. The City shall provide the following uniform items to new Officers and replace any following uniform items of any Officer, which reasonably require replacement. The City shall make such determinations. The City shall provide each new Officer with the following listed uniform, weapon, handcuffs, leather goods and other equipment authorized and required:

<b><u>Uniforms:</u></b>		<b><u>Equipment:</u></b>	
Duty Boots	1 pair	Pepper Spray Holder	1 each
Shirts	4 each	Pepper Spray	1 each
Trousers	2 each	Baton Holder	1 each
Jump Suit	1 each	Baton	1 each
Hat	1 each	Handcuffs	1 each
Ties	1 each	Handcuff Holder	1 each
Tie Bar	1 each	Holster	1 each
Jacket (Utility)	1 each	Magazine Holder	1 each
		Uniform Belt	1 each
		Under belt	1 each
		Keeper	4 each
		Flashlight Holder	1 each
		Radio Holder	1 each
		Body Armor	1 each
		Weapon	1 each

The City will replace or repair damaged wrist watches up to a maximum of fifty dollars (\$50.00) and repair or replace prescription eyeglasses or other items at the discretion of the Chief of Police that are damaged through no fault of the Officer in the performance of duty. The decision of the Chief of Police shall be final and not subject to the grievance process.

30.2 The uniform items supplied by the City shall be “wash and wear.”

30.3 The City shall provide (and replace as needed) footwear, up to a maximum cost per Officer of two hundred dollars (\$200.00) a pair.

30.4 Officers shall be held accountable for all clothing or protective devices assigned to the Officer by the City. Loss or destruction of items of clothing or protective devices shall be replaced by the City where said loss was incurred as a direct result of the performance of the

Officer while on the job or as a result of an occurrence not due to the Officer's intentional act or negligence. Any uniform items or equipment assigned to an Officer who requires repair or replacement as a result of the Officer's wrongful act or obvious carelessness shall be replaced at the Officer's expense from a supplier designated by the City.

30.5 All uniforms and equipment, not including boots and jumpsuits, issued by the City to each Officer shall remain the property of the City. Upon termination of employment for any reason, Officers shall return any City issued uniforms and equipment to the City. Newly hired Officers shall not receive a jumpsuit until the successful completion of their probationary period.

30.6 The City shall provide one (1) set of rain gear for each Officer.

30.7 Cleaning. The City shall provide a contract cleaning service, which shall provide for the dry cleaning of two (2) complete uniforms each week and one (1) uniform jacket every six (6) months.

### **ARTICLE 31 - PROBATIONARY PERIOD**

31.1 Upon hire, all new Officers shall be subject to a probationary period, the length of which will be specified by current Civil Service Regulations and which may be extended by an additional ninety (90) days at the option of the City. During the probation period, the Officer shall be considered on trial and subject to discharge at the sole discretion of the City without recourse to the grievance process.

31.2 Probationary Officers who are absent for an extended period, in excess of ten (10) working days, due to military commitments, injury or causes other than vacation or comp time approved by the Department, will have their probation extended accordingly to allow for a one (1) year for laterals and an eighteen (18) month total probationary period for new hires.

### **ARTICLE 32 - SENIORITY**

Seniority shall be defined as the length of continuous service within the bargaining unit. The seniority of each Officer shall be established as of the Officer's first compensated day of employment, less unpaid leave.

### **ARTICLE 33 - LAYOFF AND RECALL**

33.1 Layoff. In case of a layoff, the Officer with the shortest length of continuous service within the job classification shall be laid off first; however, the City reserves the right to lay off out of order where specialized skills, qualifications or certifications are essential to maintain public services. The City shall provide an Officer with two (2) weeks advance notification prior to layoff.

33.2 Recall. The City will not hire new Officers or contract with other entities to fill vacancies while there are Officers on the recall list. In the case of a recall, Officers will be recalled in reverse order of their layoff. An Officer on layoff must keep both the City and the

Union informed of the address and telephone number where they can be contacted. After the City has made two (2) attempts in a one (1) week period to contact the laid off Officer, the Union shall have the following week to contact them. An employee will be removed from the recall list if they have not responded to calls from the City or Union, cannot return to work within two (2) weeks of receiving a call back, or has been on the recall list for twenty-four (24) months.

### **ARTICLE 34 - DISCIPLINE AND DISCHARGE**

34.1 Discipline, suspension or discharge will be for just cause. If the City finds it necessary to discipline an Officer, the City shall first advise the Officer orally of such deficiency, problem, or offense. If sufficient improvement is not made by the Officer he will be notified in writing through a "need for improvement" notice which shall fully inform the Officer of deficiency, problem or offense and, for action less than termination, the steps they must take to improve; provided that no obligation exists for the City to issue such warnings if the offense involved is of grave importance such as theft, dishonesty, gross insubordination, intoxication while on duty, possession use or sale of illegal drugs, violence at the workplace or other matters of similar significance.

34.2 Cause for Discipline or Discharge. The following may be just cause or grounds for discipline or termination. This list is for illustrative purposes only and includes, but is not limited to:

- a. Theft.
- b. Drinking alcohol or the abuse of non-prescription or prescription drugs or other controlled substance on the job, or arriving on the job under the influence of or while in possession of alcohol, drugs, or other controlled substances.
- c. Insubordination.
- d. Incompetence, inefficiency, inattention to or dereliction of duty, or improper activities, which prevent the efficient performance of the Officer's duties, or have a disruptive effect on the efficiency or integrity of the department or City service.
- e. Unwillingness to perform assigned tasks.
- f. Recurring absence or tardiness.
- g. Misuse, abuse or waste of public property, supplies or funds, or falsifying reports or records.
- h. Filling out or signing another Officer's time sheet, or punching another Officer's time card.
- i. Possession of explosives, firearms or weapons while on the job or City property unless specifically authorized in the line of duty.

- j. Knowingly violating safety regulations.
- k. Conviction of a felony or a misdemeanor involving moral turpitude.
- l. Acceptance of fees, gratuities, or other valuable items in the performance of the Officer's official duties for the City.
- m. Mental or physical unfitness to perform the duties of the position.
- n. Dishonest, disgraceful, immoral or prejudicial conduct.
- o. Discourteous treatment of the public or a fellow Officer of the City, or any other act of omission or commission tending to injure the public service.
- p. Conduct unbecoming an Officer or Officer.
- q. Harassment as defined by a competent legal jurisdiction.
- r. Engaging in any employment activity or enterprise, with or without compensation, or performing any act or omission which is clearly inconsistent, incompatible, compromising or otherwise in conflict with the Officer's duties on behalf of the City.
- s. Violation of rules of conduct or other properly issued rules, regulations or orders issued by the Officer's immediate supervisor, department head, personnel officer, the Mayor or City Council, or violation of any City ordinances or policy.
- t. Dishonestly claiming sick leave benefits.

34.3 The City will maintain records of discipline consistent with the requirements of state law. To the extent permitted by law and if requested by the Officer, records of oral or written reprimands will be removed from their personnel files after three (3) years if the Officer has not received subsequent discipline based in whole or in part on the oral or written reprimand; provided, that this paragraph will not apply to written reprimands for sexual harassment, discrimination, violation of drug and alcohol policies, theft, insubordination, violence in the workplace, or other misconduct of similar severity. When the City removes a discipline document in accordance with this paragraph, it will provide written confirmation to the affected Officer.

### **ARTICLE 35 - GRIEVANCE POLICY**

35.1 Grievance Definition. A grievance is defined as a dispute raised by an Officer or the Union concerning the interpretation or application of a section(s) of this Agreement. Grievances shall be resolved as provided for in this Article.



35.2 Time Limits.

- a. Time limits within the grievance procedure may be waived or extended by the mutual agreement of both parties. If the Officer or Union fails to act or respond within the specified time limits, the grievance will be considered waived. If the City fails to respond within the specified time limits, the grievance will proceed to the next step of the grievance procedure.
- b. The day after the event, act or omission will be the first day of a timeline under this article. In the event a time limit under this Article ends on a weekend or holiday, the deadline will automatically be extended to the following City business day.
- c. Submissions will be considered timely under this Article if they are received by 5:00 p.m. on the last day called for under an applicable time limit.

35.3 Representation. In the grievance procedure, the aggrieved Officer shall have the right to represent himself or be represented by his Union Representative. In addition, the Union has the right in its own capacity to act as an aggrieved party in the grievance procedure. Only the Union, on its own behalf or on behalf of an Officer(s), may pursue a grievance to Step 3 (arbitration).

35.4 Grievance Procedure.

- a. Informal Resolution. An Officer or Union Representative who believes that the terms and conditions of this Agreement have been violated is encouraged to first discuss the matter with the Chief of Police and attempt to reach an informal resolution of the matter.
- b. STEP 1. Regardless of the status of any informal discussions to resolve the grievance, within thirty (30) calendar days of the date upon which the Officer or Union, by due diligence, could reasonably have been expected to know of the events giving rise to the grievance, the aggrieved Officer and/or Union Representative will submit the grievance in writing to the Chief. The written grievance will include a review of the facts, including the specific section(s) violated and the remedy requested. The Chief shall submit a written decision to the grievance within fifteen (15) calendar days from their receipt of the grievance.
- c. STEP 2. Provided the grievance is not settled satisfactorily in Step 1, the Officer and/or the Union Representative shall submit the grievance within fifteen (15) calendar days to the Mayor. The Mayor will submit a decision in writing within fifteen (15) calendar days.
- d. STEP 3. If the grievance is not settled satisfactorily, the Union may pursue the matter to arbitration by giving written notice to the Mayor within fifteen (15) calendar days. No earlier than 30 days from the date that the grievance was

moved to arbitration, if no arbitrator has been selected, the employer may provide the Union with notice that the grievance will be considered withdrawn unless the Union takes affirmative steps to select an arbitrator and schedule hearing dates.

35.5 Arbitration Procedure.

- a. For a disciplinary grievance as defined by RCW 41.58.070, the arbitrator shall be assigned by PERC in accordance with state law. For other grievances, the parties may mutually agree upon an arbitrator. In the event that no such agreement is reached within seven (7) calendar days of the Union's arbitration notice, the Union will request a list of seven (7) arbitrators from Washington and/or Oregon provided by the American Arbitration Association, or from any other mutually agreed source. Within fifteen (15) calendar days following the receipt of the list of eligible arbitrators, the parties' representatives shall meet or confer to select an arbitrator. The parties shall each strike three (3) arbitrators from the list in an alternating order, and the remaining arbitrator shall hear the dispute. The party exercising the first strike shall be the loser of a flip of a coin.
- b. The arbitrator will:
  - (i) Be limited to interpreting and applying the terms of this Agreement, and will have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;
  - (ii) Be limited in his or her decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it;
  - (iii) Not make any award that provides an Officer with compensation greater than would have resulted had there been no violation of this Agreement;
  - (iv) Not have the authority to order the City to modify its staffing levels or to direct staff to work overtime.
- c. Arbitrations will take place in accord with the Labor Arbitration Rules of AAA unless the parties agree otherwise in writing. The arbitrator will have the authority to require the presence of witnesses and/or documents.
- d. The arbitrator will issue a written decision to the parties within thirty (30) calendar days of the close of the hearing or the submission of post-hearing briefs, whichever is later. The decision will be final, conclusive and binding on the City, the Union and the Officers; provided that the decision does not include action by the arbitrator beyond his or her jurisdiction.
- e. Unless otherwise agreed by the parties, challenges to the procedural arbitrability of a grievance shall be resolved in a proceeding separate from and prior to arbitration on the merits of the grievance. Within fifteen (15) calendar days

following receipt of an arbitrator's decision ruling that a challenged grievance is subject to arbitration, the parties will begin the process described in Section 35.5.a to select an arbitrator to rule on the merits of the grievance.

f. Arbitration Costs.

- (i) The expenses and fees of the arbitrator and the cost (if any) of the hearing room will be shared equally by the parties.
- (ii) If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed postponements and/or cancellations will be shared equally by the parties.
- (iii) If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator, free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.
- (iv) Each party is responsible for the costs of its staff representatives, attorneys, and all other costs related to the development and presentation of its case.

**ARTICLE 36 - POLICE OFFICER'S RIGHTS**

36.1 Before being asked any questions during any investigatory interview, an Officer under investigation shall be advised whether the investigation is administrative/internal ("Administrative Investigation") or criminal. In criminal investigations, an Officer shall be afforded those constitutional rights available to any citizen. In Administrative Investigations in which an Officer will be interviewed concerning an act, which, if proven, could reasonably result in disciplinary action, they will be afforded the safeguards set forth in this Article.

36.2 Officers are entitled, at their option, to have a Union Representative present during any investigatory interview conducted by the City that the Officer reasonably believes may result in discipline of the Officer. During any such investigatory interview, the participating Union Representative will be given the opportunity to ask questions, offer additional information and counsel the Officer, but may not obstruct the City's investigation.

36.3 When possible, the questioning shall be conducted at a reasonable hour, preferably at a time when the Officer is on duty, unless the seriousness of the investigation requires otherwise. When practicable, interviews shall be scheduled for the daytime.

36.4 Any questioning session shall be for a reasonable period, taking into consideration the gravity and complexity of the issue being investigated. Officers being

questioned shall be allowed to attend to their own personal physical necessities whenever reasonably possible.

36.5 During any Administrative Investigation (non-criminal), the Officer will be required to cooperate with the investigation conducted by the City or any other agency on the City's behalf. Within five (5) days of the Department initiating an investigation the Officer must be notified in writing they are the subject of an investigation, the exact allegations and policies violated, and the complainant. Officer will be required to answer all questions related to the specific allegations. If during the Administrative Investigation the Officer is required to answer questions regarding concurrent or potential criminal misconduct, the Officer's responses may be used for administrative purposes only and will not be used or introduced into evidence in a criminal proceeding against the Officer. An Officer's failure to cooperate with an investigation and/or to answer questions during an Administrative Investigation (after being advised of their *Garrity* protections if applicable) will be considered insubordination, and may be the subject of disciplinary action in and of itself, including dismissal.

36.6 Officers shall not be subjected to any offensive language, nor shall investigators make promises or offer rewards as an inducement to answer questions.

36.7 The City may, at its discretion, place Officers on paid administrative leave during investigations. Officers on paid administrative leave will be adjusted to work hours 9:00 a.m. to 5:00 p.m., Monday through Friday, and must remain available during these hours of work. Paid administrative leave is not discipline and is not subject to the grievance procedure.

36.8 No Officer shall be required to take or be subjected to any lie detector or similar test as a condition of continued employment.

36.9 When an Officer, whether on or off duty, uses force which results in the injury or death of a person, or discharges a weapon in the course of law enforcement duties in which no injury occurs, the Officer shall not be required to make a written or recorded statement for seventy-two (72) hours after the incident except for a public safety statement.

Subject to the conditions and requirements of the Brier Municipal City Code, the City shall provide to an Officer such legal representation as may be reasonably necessary to defend any claims filed against the Officer, arising out of the performance, purported performance, or failure of performance in good faith of duties for or employment with the City.

36.10 AUTOMATED VEHICLE LOCATING SYSTEM (AVL).

AVL Purpose. The purpose of this policy is to establish guidelines and procedures for the implementation and use of the Automatic Vehicle Locating (AVL) System. The system is designed to increase Officer safety by providing the ability to locate personnel who have lost contact with dispatch or other Officers. It is also allows for coordination and resource management during tactical situations, assists in improving response times to radio calls and situational awareness for all employees.

The Department's AVL is a Global Positioning System (GPS) which is integrated within the software of the Mobile Data Computer (MDC) and the Computer Aided Dispatch (CAD) systems. AVL uses GPS data to locate and track field personnel units through CAD mapping.

AVL allows Communications and other department members to easily see the real-time locations of all AVL-equipped units on the CAD map. Knowing which units are in the vicinity of an active CAD call enables Communications and supervisors to make more informed decisions.

AVL Permissions. Disciplinary action is not the focus or intent of the use of the AVL system. The AVL playback software accessed by the Chief of Police may be used in the complaint process as one part of the fact-finding procedure. AVL may also be used as a tool in a variety of ways including the review of critical incidents such as Officer-involved accidents, or to easily review pursuits.

Employees will not make any attempt to disable the AVL system in any way. Employees who are operating vehicles equipped with AVL technology may not disable, re-configure or otherwise tamper with its settings, without authorization from the Chief of Police or his designee. Employees experiencing difficulty using AVL technology should report any problems to Communications and the Chief of Police. Communications should make note of the non-functioning AVL-patrol unit.

The Chief of Police has the authority to access the AVL system via the AVL Playback Program and or through Communications as a tool to improve situational awareness, response times, analyze and improve patrol tactics, improve Officer safety and when necessary, use as a fact-finding tool during a complaint-driven review. The employee shall be provided with a minimum of forty-eight (48) hours of time to review the AVL data prior to commencing an interview.

AVL Audits. The Chief of Police or his designee may authorize random audits of field personnel to ensure system integrity and functionality. Random audits shall not be used to discipline or evaluate employees, but may be used for counseling purposes.

AVL Limitation. AVL data more than thirty (30) days old shall be considered stale and cannot be used in any discipline procedure.

### **ARTICLE 37 - SAFETY**

The City will make a reasonable effort to provide safe conditions as may be required under OSHA and WISHA. Upon request of the Union, a Safety Committee shall be established to determine areas of concern and shall work with the department to attempt to reach acceptable resolution of concerns.

**ARTICLE 38 - SAVINGS CLAUSE**

Should any provision of this Agreement and/or any attachments hereto be held invalid by interpretation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal, the remainder of this Agreement and/or any attachments hereto shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provisions and/or any attachment hereto.

**ARTICLE 39 - COMPLETE AGREEMENT**

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

**ARTICLE 40 - LETTERS OF UNDERSTANDING**

By reference herein, the Letters of Understanding/Memorandums of Agreement listed below are hereby made part of this Agreement and do not require individual Employer-Union signatures:

Memorandum of Understanding Re: Building Cameras

**ARTICLE 41 – DISCLOSURE OF PERSONNEL FILE INFORMATION**

Upon receipt of any court order or subpoena seeking documents from an employee's personnel file, the Employer will provide the employee with a copy of the order or subpoena. When documents or information in an employee's personnel, payroll, supervisory or training file are the subject of a public records request, the Employer will provide the employee with a copy of the request at least fourteen (14) calendar days in advance of the intended release date.

**ARTICLE 42 - DURATION**

This Agreement shall be effective upon ratification of both parties and shall remain in full force and effect until December 31, 2026. It is the intent of the parties to this Agreement that negotiations for change or modification may begin in the final year of the Agreement by mutual agreement and in no event later than one hundred and fifty (150) days prior to the expiration of this Agreement.

**CITY OF BRIER**



**DALE KAEMINGK**  
**Mayor**

1/23/2024  
Date

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

  
**PAUL DASCHER**  
**Secretary-Treasurer**

1/30/2024  
Date

**MEMORANDUM OF UNDERSTANDING**  
**By and Between**  
**City of Brier**  
**And**  
**TEAMSTERS LOCAL UNION NO. 117**  
**Affiliated with the**  
**International Brotherhood of Teamsters**

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**Re: Building Cameras**

The Parties to this Agreement are the City of Brier ("City") and Teamsters Local 117 ("Union"). The Parties agree as follows:

1. Building Cameras
  - a. Video will be used to enhance safety and is not intended to replace effective first-level supervisory practices. Video will only be reviewed based on the below parameters.
  - b. Recordings from a Video system will not be routinely or randomly reviewed to monitor performance. A supervisor may conduct a review of a specific incident only when there is an articulable reason justifying such review. Articulable reasons for reviewing a video include, but are not limited to: (1) capturing specific evidence for use in a criminal prosecution, (2) a civil claim has been filed against the City involving an incident, or (3) a citizen complaint has been made.
  - c. Prior to the review, notice of the review must be provided to the subject Officer and the Union. A video review log will be kept and must be accessible to the Union. The log must include the date, time, reviewer, and an articulable reason for the review.
  - d. The City may use recordings as evidence in official investigations provided the recording is part of a specific incident as outlined in Section 1(b).
3. This Agreement applies to Building Video systems and does not set a precedent for other kinds of technology within the City. This Agreement is effective upon signature of all parties. It will apply to existing technology unless and until otherwise agreed by the Parties.



## **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 you 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.**

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<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.