

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 Lieutenants



And

CITY OF FEDERAL WAY

Term of Agreement

January 1, 2025 – December 31, 2027

NOTICE TO ALL MEMBERS

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.

WEINGARTEN RECOMMENDATIONS TO EMPLOYEES¹

The Union recommends employees take the following steps to protect their jobs²:

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.

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

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

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PREAMBLE

Teamsters Local Union No. 117 ("Union") and the City of Federal Way ("City") mutually recognize the importance of ensuring the highest level of public service. The parties agree that it is of paramount importance that they constantly and vigilantly work to further this goal. The parties are dedicated to provide the best possible police protection to the citizens of Federal Way, and have entered into this collective bargaining agreement (the "Agreement") in a spirit of cooperation and collaboration in an effort to further this goal.

ARTICLE 1: UNION RECOGNITION AND MEMBERSHIP

Section 1. Recognition

The City recognizes the Union as the exclusive bargaining representative for all employees in the bargaining unit as certified by the Public Employment Relations Commission.

Section 2. Union Membership

All employees whose classification or job title is included in Article 1, Section 1 of this Agreement may voluntarily join the Union as a member.

Section 3. Dues Deduction

Upon receipt of written authorization individually signed by a bargaining unit employee, the City shall deduct from the pay of such employee the amount of dues and fees as certified by the Union and shall transmit the same to the Union within five business days of the issuance of pay checks. Such authorization shall be terminable upon the employee providing both the City and the Union thirty (30) days' written notice.

Section 4. Voluntary Deductions

The City agrees to deduct from the wages of any employee who is a member of the Union a Teamsters Legal Defense Fund 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 City and the Union. The beginning and/or termination of this deduction will coincide with the payroll cycle. The City agrees to remit any deductions made pursuant to this provision to the Teamsters Legal Defense Fund, with a report showing employee name, personnel number, and amount deducted, made payable to "Teamsters Legal Defense Fund" sent to American Legal Services, Inc.:

The parties agree this Section satisfies the City's obligations and provides for

the deduction authorized under Section 1(6) of RCW 41.04.230.

Section 5. List of Employees

The City will transmit to the Union a current listing of all employees in the bargaining unit within thirty (30) days of request for same but not to exceed twice per calendar year. Such list shall include the name of the employee, position, and salary.

Section 6. Hold Harmless

The Union will indemnify and save the City harmless from all suits, actions, and claims against the City or persons acting on behalf of the City whether for damages, compensation or a combination thereof, arising out of the City's faithful compliance with the terms of this Article. In the event of any suit or proceeding brought to invalidate this Article, the Union will actively defend the suit or action. However, in the event any determination is made by the highest court having jurisdiction that this Article is invalid, the Union shall be solely responsible for any reimbursement.

ARTICLE 2: MANAGEMENT RESPONSIBILITIES

Section 1. The Union recognizes the right of the City to operate and manage its affairs in all respects in accordance with its lawful authority. The City retains the authority that the City has not expressly delegated or modified by this Agreement.

Section 2. Management rights and responsibilities shall include, but are not limited to, the following examples:

1. The City and the Department shall retain all rights and authority to which by law they are entitled.
2. The City shall have the authority to organize and reorganize the operations within the Department.
3. The Union recognizes the right of the Department to enforce the Department Rules and Regulations, and operational procedures and guidelines.
4. The City has the exclusive right to schedule work and overtime work as required in the manner most advantageous to the City, consistent with the applicable provisions of this Agreement.
5. The City has the right to assess an employee's performance of their job.
6. The City has the right to:

- a. discipline, suspend, and discharge non-probationary employees for just cause. Scheduling of disciplinary days off will be at the convenience of Department operations.
 - b. to demote probationary employees for any reason. Employees who are demoted before completing their probationary period shall not have access to the grievance procedures of this Agreement to protest or challenge the demotion, or the reasons therefor.
 - c. to recruit, hire, promote, fill vacancies, transfer, assign, and retain employees.
 - d. to lay off employees for lack of work or funds or other legitimate reasons.
- 7. The City has the right to determine business hours, to determine the starting and quitting times, and to discontinue work that would be wasteful or unproductive.
 - 8. The City has the right to control the Police Department budget.
 - 9. The City has the right to determine the methods, location, means and processes by which work shall be accomplished.
 - 10. The City shall have the right to take any and all actions necessary in the event of an emergency.
 - 11. The City has the right to make work assignments, including moving work from the Guild unit into this unit, and work from this unit into the Guild unit.

Section 3. The parties recognize the City may perceive a need to make operational changes in areas that are not covered by the above management responsibilities. In the event the City desires to make such a change in a mandatory subject of bargaining, the City shall give the Union at least ten (10) days' notice of the desired change. The Union may request bargaining of the issue, and the City thereafter will meet with the Union in an effort to resolve the issue. Should resolution not be achieved, either party may request the assistance of a PERC mediator. If mediation is unsuccessful within thirty (30) after a mediator is assigned, the issue will expeditiously be taken to interest arbitration pursuant to the standards contained in RCW 41.56.

ARTICLE 3: HOLIDAYS

Section 1. Observed Holidays

On January 1st each year, the City shall bank (provide) one hundred and twelve (112) hours of holiday pay for each bargaining unit employee for the following observed holidays:

	Commonly Called
First day of January	New Year's Day
Third Monday of January	Martin Luther King Day
Third Monday of February	President's Day
Last Monday of May	Memorial Day
19 th Day of June	Juneteenth
Fourth day of July	Independence Day
First Monday of September	Labor Day
11th Day of November	Veteran's Day
Fourth Thursday of November	Thanksgiving Day
Friday following the fourth Thursday in November	Day after Thanksgiving
25th day of December	Christmas Day
3 Floating Holidays	

The Union will work with the City to minimize any overtime impact of the additional holiday time being used before year end.

For employees hired after January 1st in a given year, the City may prorate the hours to be banked and shall bank (provide) the number of hours of holiday pay calculated by multiplying the number of holidays remaining to be celebrated in that year by eight (8) hours (e.g., for an employee hired on March 1st, sixty-four (64) hours calculated by multiplying the number of holidays remaining to be celebrated in that year [eight (8)] by eight (8) hours).

If an employee permanently leaves the service of the Employer before December 31st of any given year, the City may deduct banked hours credited to the employee's holiday pay bank equal to the number of holidays remaining to be celebrated in that year multiplied by eight (8) hours, as well as eight (8) hours for the floating holiday if the termination occurs prior to July 1st of that year.

In addition to the one hundred and twelve (112) banked holiday hours, the City shall also provide twenty-two (22) holiday hours (total of 134 hours in the holiday bank) which will not be prorated, but will be a lump sum added at the beginning of the calendar year or upon commencement of employment. If hired before July 1, the employee will receive the additional twenty-two (22) hours upon commencement of employment. However, if hired on or after July 1, the employee will receive only eleven (11) hours upon commencement of employment.

The three (3) floating holidays are banked on January 1st of each year, provided that the City shall not be requested to bank hours for floating holidays for an employee hired on or after July 1st during the employee's year of hire. Floating holidays are use or lose, will not be carried forward or cashed out if an employee permanently leaves the service of the Employer.

Section 2. Work on Holidays

The decision of whether an employee will be required to work on an observed holiday will be made by the City. Employees working on Thanksgiving Day, Christmas, New Year's Day shall be paid at time and one half for each hour worked. Employees working on Independence Day shall be paid at double time for each hour worked.

Section 3. Use of Banked Holiday Hours

All employees shall make reasonable efforts to expend their banked holiday hours prior to the end of each year (December 31). Employees may use their banked holiday hours in increments no smaller than two (2) hours and shall use all banked holiday hours prior to using any vacation hours. Banked holiday hours shall be used on a first earned, first out (FIFO) basis.

In the event an employee does not use all of their banked holiday hours prior to December 31, the employee will forfeit the remaining banked holiday hours, except that an employee may carryover unused banked holiday hours until June 30 of the following year, if:

- a. the employee makes a reasonable effort to use their banked holiday hours/pay, the employee is denied the opportunity to use banked holiday hours/pay by their supervisor, and the employee has written documentation of said effort in the form of completed Department leave request forms reflecting that the use of banked holiday hours/pay had been denied by the employee's supervisor, and/or
- b. the employee was prevented from using banked holiday hours/pay because of approved leave resulting from military service, long term disability, work related injury, or a similar reason.

The City shall track employee use of banked holiday hours and, upon request, the City shall provide employees and the Union with annual reports in October of each year reflecting the amount of banked holiday hours/pay for each bargaining unit employee.

ARTICLE 4: VACATION

Section 1. Vacation Accrual

Union members shall accrue vacation benefits while in pay status, based upon their years with the city, as indicated in the following table:

Full Years of Service	Annual Leave in Hours
Through end of Year 5	96
Upon beginning of Year 6	132
Upon beginning of Year 11	150
Upon beginning of Year 16	180
Upon beginning of Year 21	204
Upon beginning of Year 26	220

In the event the city agrees to a more favorable schedule with the Police Guild the Union may, upon notice to the City, have such schedule made applicable to lieutenants as well.

Section 2. Accrual

Employees shall accrue vacation benefits on a semi-monthly basis, consistent with the City's payroll periods. Part time regular employees shall accrue vacation leave in accordance with the vacation leave schedule set forth in Section 1 of this Article, however, such accrual rates shall be prorated to reflect their normally scheduled work week.

Section 3. Vacation Increments

Vacation may be used in two (2) hour increments at the discretion of the Chief or their appointed designee.

Section 4. Payment Upon Death

In cases of separation by death, payment of unused vacation benefits shall be made to the employee's estate, or in applicable cases, as provided by RCW, Title 11.

Section 5. Forfeiture of Vacation

The maximum total vacation accrual is two times (2x) the employee's annual accrual rate.

All employees shall use all of their excess vacation accrual prior to December 31st, or forfeit the excess, provided, an employee's total vacation accrual may exceed the maximum stated herein, upon request and with approval of the Department and the City Manager, if cyclical workloads, work assignments or other reasons as may be in the best interests of the City prevent the City from scheduling the vacation.

Employees who leave City employment for any reason will be paid for their unused vacation up to the maximum specified herein, except that employees who become disabled in the line of duty and retire as a result thereof, shall be paid for all unused accrued vacation in their account at the time of the termination of their employment. Any employee who voluntarily leaves the department and does not give the City two (2) weeks' notice shall forfeit all unused vacation, unless such notice is not reasonably possible.

Section 6. Vacation Scheduling

If the City cancels vacation once it has been approved and the affected employee has incurred non-refundable expenses in planning for the same, the employee shall be reimbursed by the City for those expenses. Any employee called back to duty once vacation has begun shall be reimbursed for any additional transportation costs incurred in returning to duty.

Section 7. Vacation Cash Out

Annually, each employee may elect to cash out forty (40) hours of accrued vacation. An employee electing to cash out forty (40) hours of accrued vacation must provide notice to HR no later than November 1. Payment for those employees electing to cash out forty (40) hours of accrued vacation shall be made on the first pay check in December.

ARTICLE 5: SICK LEAVE

Section 1. LEOFF

Sick leave benefits are accrued by employees based on their eligibility to participate in either the LEOFF I or LEOFF II systems.

- a. LEOFF I employees shall receive temporary disability payments in accordance with state law.
- b. LEOFF II employees shall earn eight (8) hours paid sick leave per month of employment, up to a maximum of one thousand forty hours (1,040) hours.

Section 2. Sick Leave Usage

Accrued sick leave benefits may be used by an employee to avoid loss of pay if the employee is unable to work due to personal illness or injury, enforced quarantine in accordance with community health regulations, or the serious injury or illness of an child of the employee with a health condition that requires treatment or supervision, or for a spouse, domestic partner, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition as more particularly established in Chapter 296-130 of the Washington Administrative Code (WAC). Sick leave benefits may be used in one half-hour increments.

Section 3. Washington Paid Sick Leave

Pursuant to Chapter 296-128-600 through 296-128-770 of the Washington Administrative Code (WAC) and Revised Code of Washington 49.46.210, Washington Paid Sick Leave is available to Union members to care for their health and the health of their family members.

Washington Paid Sick Leave may be used for: an employee's mental or physical illness, injury or health condition; preventive care such as medical, dental or optical appointments and/or treatment; care of a family member with an illness, injury health condition and/or preventive care such as a medical, dental, optical appointment; closure of the employee's place of business or child's school/place of care by order of a public official for any health-related reasons; and when the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking.

Authorized use of Washington Paid Sick Leave for domestic violence, sexual assault or stalking includes: seeking legal or law enforcement assistance or remedies to ensure the health and safety of employee's and their family members including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault or stalking; seeking treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking; attending health care treatment for a victim who is the employee's family member; obtaining, or assisting the employee's family member(s) in obtaining, services from a domestic violence shelter, a rape crisis center, or a social services program for relief from domestic violence, sexual assault or stalking; obtaining, or assisting a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault or stalking in which the employee or the employee's family member was a victim of domestic violence, sexual assault or stalking; and, participating, for the employee or for the employee's family member(s), in safety planning, or temporary or permanent relocation, or other actions to increase the safety from future incidents of domestic violence, sexual assault, or stalking.

For purposes of Washington Paid Sick Leave, "family member" is defined as: a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis or legal guardian, or is a de facto parent, regardless of age or dependency status; a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse, domestic partner, grandparent, grandchild, or sibling.

Accrual

As established by law, an employee shall accrue one (1) hour of Washington Paid Sick Leave for every forty (40) hours worked. Washington Paid Sick Leave will accrue in conjunction with regular sick leave according to the collective bargaining agreement.

Carry Forward

The total sick leave hours that will be carried forward at year-end, for both standard sick leave and Washington Paid Sick Leave, will be one thousand eighty (1,080) hours. This will include a maximum of forty (40) hours of Washington Paid Sick Leave as provided by law. If an employee is not at the maximum carry forward of one thousand eighty (1,080) hours, any hours of Washington Paid Sick Leave in excess of the forty (40) hour carry forward amount will be transferred to the City sick leave bank, so that the employee does not lose hours that they previously would have banked prior to the establishment of Washington Paid Sick Leave. In no case will more than a combined total of one thousand eighty (1,080) hours be carried forward.

Verification of Absences Exceeding Three Days

If an employee is seeking to use or has used Washington paid Sick Leave for authorized purposes or more than three (3) consecutive days during which the employee is/was required to work, the employee may be required to provide documentation that establishes or confirms that the use of paid sick leave is for an authorized purpose.

Reinstatement of Employment

Employees separating or retiring from employment will not be provided with financial or other reimbursement for unused, accrued Washington State Paid Sick Leave. If an employee leaves employment and is rehired within twelve (12) months of separation, any accrued, unused paid sick leave will be reinstated to the employee's paid sick leave bank. Should the reinstatement occur in a new fiscal year, the maximum bank will be the forty (40) hours carry over provided that the employee had forty (40) or more hours banked upon separation.

Retaliation Prohibited

Pursuant to Chapter 296-128-770 of the WAC, any discrimination or retaliation against an employee for lawful exercise of paid sick leave rights is prohibited. Employees will not be disciplined for the lawful use of Washington Paid Sick Leave.

Section 4. Sick Leave Payment at Time of Retirement

- a. **LEOFF Retirement.** Upon retirement into LEOFF II, the City agrees to pay twenty-five percent (25%) of an employee's unused accrued sick leave hours and unused accrued Washington paid Sick Leave hours at the employee's current hourly rate with a cap of two hundred seventy (270) hours. ***See HRA VEBA Article 9, Section 4b.***
- b. **Death in the Line of Duty.** The City agrees to pay one hundred percent (100%) of an employee's unused accrued sick leave hours and unused accrued Washington Paid Sick Leave hours at the employee's current hourly rate when death occurs in the line of duty.

Section 5. Industrial Insurance Leave

If the state grants Industrial Insurance benefits, the Lieutenant will remain fully compensated under the City's "kept on salary" program ("Program"). The Program will continue the full salary, excluding extra-duty overtime, without deducting any leave for thirty (30) days. In the event the Lieutenant cannot return to work on the thirty-first (31st) day, the Lieutenant would become eligible for time loss.

Unless otherwise required by State law, the procedure for workers' compensation time loss payment/reimbursement will be as follows:

State Industrial Insurance will pay time loss compensation according to a set formula based on marital status and number of dependents. Lieutenants cannot use sick leave and receive worker's compensation at the same time, because this results in "double payment". Lieutenants must use the time loss money from worker's compensation to "buy back" the sick leave used. Compensatory time cannot be bought back. "Buy back" for vacation leave is optional. Since worker's compensation only pays a percentage of full wages, a Lieutenant can only "buy back" a percentage of the leave used with that money, however, the Lieutenant will not suffer the income loss that occurs when they only receive worker's compensation benefits. When an employee receives a worker's compensation time loss check, they should turn the check over to payroll. Based upon the Lieutenant's hourly rate and the amount of worker's compensation time loss received, payroll will determine the amount of leave to be bought back. Payroll will notify the Lieutenant when all available sick leave and/or vacation leave has been used, and then the employee will keep additional worker's compensation time loss payments until they are able to return to work. The

City will continue to pay its portion of health insurance premiums for up to a total of six (6) months while a Lieutenant is on "kept on salary" and subsequently receiving workers' compensation time loss payment.

A Lieutenant who has been away from work due to an injury may not return to work without a written statement from the appropriate medical personnel stating the Lieutenant is able to resume their job duties, or specifying limits on duties which can be performed.

Section 6. Family Care and Death

a. Bereavement Leave

Regular, full-time employees shall be entitled to three (3) days (thirty (30) hours) of bereavement leave due to death of a member of the employee's immediate family or domestic partner. Regular, full-time employees, who have exhausted their bereavement leave, shall be entitled to use sick leave in the amount of up to three (3) days (thirty (30) hours) when death occurs to a member of the employee's immediate family or domestic partner. Upon approval by the Chief of Police, an additional twenty (20) hours of sick leave may be used by the employee when death occurs to a member of the employee's immediate family or domestic partner.

b. Family Care Leave

Employees may use sick leave for family care purposes in accordance with state law and the City's Employee Guideline.

c. Immediate Family

Immediate family is defined as the employee's parent, spouse, or domestic partner, children, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, aunt, uncle, and step-relations equivalent to those listed. As its option, the Chief of Police may construe this definition more broadly to include other persons living in the employee's household, or to established relationships having attributes to familial ties.

Section 7. Statement of Physician

The City may reasonably require a physician's statement for the purpose of assuring that sick leave benefits are being used in conformance with this Article, to verify that a Lieutenant has been released to return to duty, and for FMLA related compliance.

Section 8. Fitness for Duty

The City may require that an employee take a fitness for duty examination when the City has reasonable doubt that the employee can perform the essential functions of the job.

Section 9. Federal Way Community Center Membership

Union members will be eligible to participate in the Federal Way Community Center's employee discount program as outlined in the Employee Guidelines.

Section 10. FMLA Leave

For purposes of determining the twelve (12) week leave period provided by the FMLA, such period shall run concurrent with the employee's accrued paid leave period. The amount of leave available for use is based upon a rolling twelve (12) month period.

Section 11. Domestic Partner Requirements

In order to constitute a domestic partner under this agreement an employee must sign an affidavit stating that both parties are:

- a. Not related by blood closer than would bar marriage in Washington State.
- b. Not married to another or in any other domestic/civil partnership.
- c. 18 years of age.
- d. Competent to contract when the domestic partnership began.
- e. Declare each other's sole domestic partner.
- f. Currently share primary residence/mutual support/intend indefinitely.
- g. Have an intimate, committed, and exclusive relationship.
- h. Of the same sex and/or opposite sex and responsible for each other's common welfare.

Section 12. Domestic Partner Benefits

A person whom a Lieutenant identifies as their domestic partner by completing

an Affidavit of Domestic Partner will be provided the same consideration as an employee's "spouse" for purposes of this agreement.

Section 13. Alternate Duty/Early Return to Work

The City recognizes the value of trained Lieutenants and, therefore, offers the Alternate Duty/Early Return to Work Program in accordance with the Employee Guidelines to all injured employees, whether injured on-duty or off. The City will work in good faith with the attending physician to return the employee to work as soon as possible or to provide alternative work for a maximum of six (6) months. If, at the expiration of the six (6) months, the attending physician determines that the employee will be able to perform the essential functions or duties of the job within a reasonable time period, the City will continue to work with the Lieutenant to provide reasonable accommodation.

ARTICLE 6: WAGE RATES

Section 1. Wages

The wage adjustments for 2025 are retroactive to January 1, 2025, and apply to currently employed Lieutenants as of ratification. Wage rate shall be as specified in Appendix A.

(Historical Commentary: The parties recognize the wage differential is changed to a market-based wage structure in this Agreement. Historically, the previous agreements maintained a twenty-two percent (22%) wage differential between the top-step Police Officer wage and the bottom-step Police Lieutenant wage. The purpose of the historic wage differential was to provide stability and avoid potential compression.)

Section 2. Supervisory Training Incentive

A Lieutenant will receive a one-time payment of two hundred fifty dollars (\$250) upon completion of the first level supervisory certificate. A Lieutenant will be eligible to receive an additional one-time payment of two hundred fifty dollars (\$250) upon completion of seventy-two (72) hours of approved elective supervisory and management classes taken within a three (3) year period. If a lieutenant makes a good faith effort to meet the goal during the three (3) year period, but is unable to do so as a result of reasonable training requests being denied (funding, for operational reasons, etc.) the time period for obtaining the additional hours will be extended one (1) year.

Section 3. Specialty Pay

Effective the first pay period following ratification of the Agreement, Lieutenants assigned to the Criminal Investigations Section, the Traffic/MAIT Unit,

SWAT/HNT/CNT, and the Bomb Unit shall receive an additional five percent (5%) of the top step wage rate per month as on-call pay. The higher percentage rate is due to the more frequent rotation.

Section 4. Extra-Duty Pay

Field Training Officer Program (FTO) Lieutenant shall receive five percent (5%) pay as the program administrator. When there are two (2) or more student officers in the FTO program, a second FTO Lieutenant is activated and receives three percent (3%) extra-duty pay. When there are seven (7) or more student officers in the FTO program, a third FTO Lieutenant is activated and receives three percent (3%) extra-duty pay.

The Lieutenant assigned as the program administrator for the Force Training Unit shall receive an additional five percent (5%) of the top step wage rate per month.

Section 5. Non-Pyramiding

On-call pay and/or extra duty pay shall not be duplicated or pyramided.

ARTICLE 7: HOURS OF WORK

Section 1. Work Shifts

- a. (i) The Patrol Division Lieutenants will continue to work a 4/10 schedule. Shift starting hours will be determined from time to time by the City. There will be one (1) Lieutenant assigned to each patrol squad.
- a. (ii) Detective Lieutenants will work a 4/10 schedule with either Mondays or Fridays off. In the event of court appearances or operational needs of the Police Department, the City may adjust the shifts and work days of Detective Lieutenants to minimize overtime expenses to the City. Normal work hours will be from 0700-1700. Detective Lieutenants will be authorized to work a traditional 5/8 schedule upon request. Except for the rotating on-call detective assignment, if the City determines to have individual schedules for detectives that do not have weekends off, the City will initially request volunteers and then make the assignment by inverse seniority if there are insufficient volunteers. Lieutenants will continue to flex their time when reasonably possible so as to minimize overtime.
- a. (iii) The Traffic, Contract Services, and Administrative Lieutenants will work a 4/10 schedule. In the event of court appearances or operational needs of the Police Department, the City may adjust the shifts and work days

of these Lieutenants to minimize overtime expenses to the City. These Lieutenants will be authorized to work a traditional 5/8 schedule upon request.

- b. **Reopener** The parties agree that the City may reopen the issue of shift scheduling with the Union. Any such bargaining will be handled on an expedited basis. After sixty (60) days, either party may request a mediator from the PERC. The parties agree to waive the arbitration panel and agree to select a single arbitrator in accordance with the PERC procedure, and to cooperate in expediting the arbitration procedure.
- c. The normal workday shall be inclusive of the thirty (30) minute lunch period for all members of the bargaining unit. Lieutenants in investigations will flex their schedules so as to minimize the impact on the City.

Section 2. Shift Bidding

Lieutenants assigned to the patrol function will bid annually for their work shift and days off based upon their seniority. The bid will be conducted electronically through Department email. It will be open for seven (7) days. After all bids are submitted the Union may waive the seven (7) day requirement.

The City may move a Lieutenant during the year, or after reviewing the bid results, based upon reasonable necessity. A reasonable necessity would involve a change made by the City due to legal concerns. In the event the change will be for more than four (4) months, the Union may request a rebid of positions.

Section 3. Specialty Assignments

The assignment of employees to specialty units shall be made by the City.

Section 4. Shift Trades

With management approval, shift trades may be made, upon request of the employee. Under no circumstances will a shift trade result in the payment of contractual overtime, or have any other additional cost to the City.

Section 5. Out of Class

A Lieutenant assigned by the City to perform work out of class (i.e., as a Commander) will receive a ten percent (10%) increase for those hours spent performing those duties.

Section 6. On-Call

Employees who are on-call pursuant to an on-call schedule authorized by this Section shall carry a City provided pager or be reachable by telephone, and shall generally respond within one (1) hour. Employees who are on-call shall also be provided a City vehicle for commute purposes during all periods that the employee is subject to call-back.

Section 7. Rotating Schedule

Lieutenants assigned to the Criminal Investigations Sections may be placed on a rotating, on-call schedule. The schedule and procedures for assigning Lieutenants to on-call duties will be consistent with current practice.

ARTICLE 8: OVERTIME

Section 1. Definition

Any time worked in excess of the assigned shift shall be paid at the overtime pay rate. Except in emergency situations, Department approval is required before working overtime. Overtime shall be paid at one and one-half (1-1/2) times the employee's regular hourly rate of pay. Overtime shall be accrued in increments of one-quarter hour, with the major portion of one-quarter hour to be paid as one-quarter hour.

- a. Compensatory time may be accrued by an employee at the time and one-half (1-1/2) rate in lieu of pay for court time, callbacks, or overtime up to a maximum of eighty (80) hours. The accrual of compensatory time is contingent on approval by the City.
- b. Compensatory time off shall be used in accordance with the provisions of the Fair Labor Standards Act and the case law decided there under, including *Mortensen v. County of Sacramento*.

Section 2. Supervision

- a. In the absence of a Patrol Lieutenant for a shift, the supervision of that patrol squad will be assigned in this priority, based on the conditions described:
 1. When a Field Operations Specialty Lieutenant is on duty, that Lieutenant will be assigned to supervise the patrol squad, if available.
 2. When there is no Field Operations Lieutenant available,

supervision may be conducted by another Lieutenant on overtime. When there is sufficient advance notice that an absence under these conditions will occur, an announcement will be sent to all Lieutenants via Department email seeking a Lieutenant to volunteer for the overtime.

- i. Generally, the supervision will be granted first come, first served.
- b. If no Lieutenant volunteers to fill an overtime vacancy, a Corporal may be used to supervise the squad.
- c. Time off requests will not be denied solely due to a Commander not being on duty.

Section 3. Callback

Any employee called back after finishing their regular shift, or called to report on their day off for any reason (including being called into court on matters arising directly from the Lieutenant's employment as a Police Lieutenant), shall be guaranteed three (3) hours pay at one and one-half (1-1/2) times their regular straight-time hourly rate of pay. If the assignments require time over the three (3) hour guarantee, all time over the three (3) hours shall be paid at the rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay.

- a. When a Lieutenant is called back to work within a three (3) hour period immediately preceding their regular shift, they shall be entitled to pay at one and one-half (1-1/2) times their regular straight-time hourly rate of pay from the time of appearance to the time their regularly scheduled shift begins, whatever that period of time shall be.
- b. All court time accumulated which begins when a Lieutenant is on duty and extends past their regular shift, shall be compensated at one and one-half (1-1/2) times the regular straight-time hourly rate of pay for the period following the regular duty shift.
- c. In the event a Lieutenant is given less than twelve (12) hours' notice of cancellation of a scheduled off-duty court appearance, they shall be entitled to two (2) hours' pay at one and one-half (1-1/2) times their regular straight-time hourly rate of pay. Notice of cancellation will first be attempted by direct phone message. If no contact is made, a message to voice mail (either at home or the Department) indicating time and date of message shall suffice as notification.

Section 4. 7(K) Exemption

The City has elected a 7(K) exemption pursuant to the Fair Labor Standards Act (FLSA). The City may determine a work period consistent with the 7(K) exemption, and will pay the overtime rate for FLSA hours worked in excess of the maximum permitted in that work period, unless overtime pay has already been paid pursuant to the requirements of this Agreement.

Section 5. FLSA Provisions

The City will comply with the hours of work provisions of the FLSA regarding the determination of compensable time.

ARTICLE 9: MEDICAL, DENTAL, AND LIFE INSURANCE PROGRAMS

Section 1. Health Plan

The Employer shall provide LEOFF I employees such coverage as is mandated by RCW Chapter 41.26, the Law Enforcement Officers and Firefighters Retirement System Laws of 1969, as revised. For LEOFF II employees the coverage shall be as follows:

- a. (i) Medical Plan. The Employer shall pay each month one hundred percent (100%) of the premium necessary to purchase employee coverage and ninety percent (90%) of the premiums necessary for the purchase of dependent coverage (excluding spouses who are eligible for other coverage through their place of employment) under Kaiser Permanente HMO insurance plan, AETNA PPO insurance plan, or equivalent, as selected by the employee. The City will reimburse actual expenses incurred in order to cover the annual deductible payments under the PPO Plan (\$100 individual, max \$300 family). There will be a Plan A and a Plan B for both the PPO and HMO Plan, or equivalent.
- a. (ii) In the event the City agrees in bargaining to increase the deductible reimbursement for the Guild, the change shall be applicable to the Lieutenants (instead of the \$100/\$300).
- a. (iii) The City may add an option for a High Deductible plan.
- a. (iv) Every year as part of the Wellness Program, a Lieutenant must complete the Health Screening Questionnaire, the Biometric Screening, and participate in the City's Wellness Program meeting the established criteria by October 31 of each year in order to be eligible for Plan A in the succeeding year.

- a. (v) Refusal to participate in the Wellness Program or failure to meet the wellness requirement by a Lieutenant will result in coverage under Plan B, but shall not otherwise impact the status of the Lieutenant at the City.
- b. Dental and Vision Plans. The Employer shall provide Group Dental Plan equivalent to the AWC Plan F for LEOFF I dependents and LEOFF II employees and their dependents. The Employer shall provide Group Vision Plan to the employees and their dependents.
- c. Other. The life insurance benefit shall be two (2) times annual salary to a maximum of \$220,000. Additionally, the Employer agrees to a Section 125 plan to allow for pretax payment of employee insurance co-pays by the employee.

Section 2. Supplemental Disability Insurance

The City shall continue to provide supplemental coverage. The Union may elect to have a LEOFF II Supplemental Disability Income Plan: In that event, the Employer shall provide for mandatory payroll deduction for a LEOFF II disability plan selected and administered by the Union. Participation shall be a condition of employment for all LEOFF II employees. Other than payroll deduction, the City shall have no responsibility for administration of this benefit. NOTE: The Union does not facilitate this benefit.

Section 3. HRA VEBA Plan

The City will maintain a HRA VEBA Plan, health reimbursement arrangement that will at a minimum provide for: (a) eligibility for all bargaining unit employees, (b) irrevocable selection for the group of mandatory participation as defined by the plan, (c) immediate vesting of all contributions, (d) reimbursement of qualified out-of-pocket medical care as defined by the IRS for medical expense deductions under Section 213 of the Internal Revenue Code, and (e) transfer of an account to a surviving spouse/eligible dependent for use for eligible medical expenses upon the death of the employee. The City will not make contributions to the HRA VEBA Plan.

- a. **Employer Contribution** – Effective January 1, 2025, or the first pay period after contract execution, each bargaining unit employee will receive a onetime City lump sum contribution of \$500 into the employee's HRA/VEBA account, which the City will contribute by the first pay period of July (July 20th).

Effective January 1, 2026, each bargaining unit employee will receive a onetime City lump sum contribution of \$500 into the employee's HRA/VEBA account, which the City will contribute by the first pay period of the year (January 20th).

Effective January 1, 2027, each bargaining unit employee will receive a onetime City lump sum contribution of \$500 into the employee's HRA/VEBA account, which the City will contribute by the first pay period of the year (January 20th).

- b. **Mandatory Employee Contribution** – Effective on the first of the month following thirty (30) days from the date of ratification and on a monthly basis thereafter, each employee will make a mandatory twenty-five dollar (\$25.00) per month pre-tax contribution to the employee's HRA/VEBA.
- c. **Sick Leave Cash Out** – Contributions shall include one hundred percent (100%) of the cash-out value of all unused sick leave accrued and available for cash-out upon retirement from services into LEOFF to the maximum pursuant to Article 5, Section 3.

Section 4. Teamsters Retirees' Welfare Trust

Based on December hours, effective January 1, 2022, and on a monthly basis thereafter, the City shall deduct from the employees' wages 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. Other than payroll deduction, the City shall have no responsibility for administration of this benefit.

Section 5. 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 Employer shall pay such increases as determined by the Trustees.

ARTICLE 10: MISCELLANEOUS

Section 1. Take Home Cars

A take home car program will be established for the Lieutenants. Unless earlier terminated pursuant to the terms of this Agreement, the Program will continue for the duration of this Agreement.

- a. The cost of this program in the initial year (2016) is not to exceed \$25,000 and the ongoing costs of this program will not exceed \$15,000 per year.
- b. Staff will monitor the actual impacts to the budget to determine if the take home car program is sustainable. The determination of whether the program is sustainable will be based upon program costs remaining under the financial limits, or a determination that the program has an adverse impact on the operations of the department and/or City. If the City determines that it is not sustainable, the first step will be to address the issues through labor management meetings. If it can't be resolved there, it will be addressed through bargaining via a re-opener on take home cars.
- c. Secondary vehicles will be used to increase the number of vehicles available to Lieutenants who would not normally be assigned a vehicle based on assignment. No new vehicles will be purchased for the startup of this program. The number of primary vehicles assigned to Lieutenants will be made by the City.
- d. If a secondary vehicle is lost due to damage or because it is too costly to maintain (as determined by the City), that vehicle will not be replaced early. Rather, the car will be unavailable until a new secondary vehicle becomes available in the regular course of the fleet maintenance/rotation. Regular maintenance will be continued on secondary vehicles.
- e. All relevant MOS sections apply including 40.1.3.
- f. Mileage limit of a 25-mile radius from City Hall. All current Lieutenants are eligible for a take home car regardless of assignment. If a current Lieutenant moves outside of this mileage restriction and they are not in an on-call assignment, they will be assigned a vehicle to be parked at an agreed upon secure location within the established boundary, i.e. another police/fire station. Any Lieutenants promoted after the effective date of this contract (01/01/2015) are not grandfathered in and subject to the mileage restriction. The mileage radius applies only to cars authorized under this program, not to cars assigned for other reasons by the Department (e.g. on-call assignment).
- g. The Department retains the right to assign particular vehicles to particular Lieutenants based on the Department's operational needs.
- h. The parties will work together in Labor Management to resolve issues or concerns with the program.

Section 2. Auto Reimbursement

All employees who have been authorized to use their own transportation on City business shall be reimbursed for actual mileage at the then current reimbursement recognized by the Internal Revenue Service.

Section 3. Appearances Before the Civil Service Commission, PERC, or Labor Arbitrators

Employees who are requested by the City to attend proceedings before the Civil Service Commission, PERC, or labor arbitration may attend without loss of pay. Employees called solely as a fact witness (as opposed to a grievant, etc.), shall be allowed to testify without loss of pay only during the time of their testimony. The parties will cooperate in scheduling such witnesses so as to minimize any disruption to the Department.

Section 4. Union Negotiating Committee

Up to three (3) employees who serve on the Union Negotiating Committee shall be allowed time off from duty to attend negotiating meetings with the City.

Section 5. Union Business

The Department shall afford Union Stewards a reasonable amount of time while on-duty to consult with appropriate management officials and/or aggrieved employees, provided that the Union Stewards and/or aggrieved employees contact their immediate supervisors, indicate the general nature of the business to be conducted, and request the necessary time off. Such time off will not be allowed whenever the City reasonably determines it will interfere with Department operations and Union Stewards shall not use excessive time in handling such responsibilities. The Union shall give the City as much advance notice as reasonably possible of such time off requests.

Section 6. Bulletin Boards

The City shall permit the use of a bulletin board by the Union for the posting of notices relating to official Union business, so long as the matters posted are not inflammatory or otherwise detrimental to the operations of the Department.

Section 7. Damage of Personal Effects

Employees, who in the line of duty suffer damage to personal property and/or clothing, will have same repaired or replaced at Department expense. Damage caused by ordinary wear and tear will not be covered, and replacement will be limited

to personal effects of regular and ordinary value (i.e. no Rolex watches).

Section 8. Personnel Files

Employees shall have access to complete copies of their personnel files at any reasonable time. The employee may request removal of material that they believe is erroneous or irrelevant. If the employee does not agree with the City's decision, they may prepare a statement responding to or supplementing the material in the file, and that statement will be placed in the file. Employees may request that written reprimands be expunged from personnel files after a minimum period of three (3) years if there is no recurrence of similar misconduct for which the employee was disciplined during that period. Employees may request that records of more serious discipline be expunged from personnel files after a minimum period of five (5) years if there is no recurrence of similar misconduct for which the employee was disciplined during that period. Requests for the expunging of disciplinary references in personnel files, pursuant to this Section, shall not be unreasonably denied. In making this determination a factor the Chief may consider is that the Lieutenant is in a supervisory position. Nothing in this Section shall be construed as requiring the City to destroy any employment records necessary to the City's case if it is engaged in litigation in any way related to that employee's employment at the time those records would otherwise be destroyed.

Section 9. Uniforms and Equipment

All commissioned Lieutenants shall be furnished all required uniforms and equipment.

a. Dry-Cleaning

Uniforms shall be dry-cleaned at the City's expense as necessary.

b. Annual Allowance

All employees shall be paid an annual allowance per the schedule below for reimbursement for expenses incurred in the purchase of job-related footwear, clothing, and pre-approved accessories. No such payment will be rolled over to the next year in the event an employee does not purchase job-related footwear, clothing, or accessories during a year.

- Lieutenants assigned to the Criminal Investigations Section (CIS) property crimes or crimes against persons units and the Administrative Lieutenant in Professional Standards will be paid up to six hundred dollars (\$600) per calendar year. This amount is expected to cover the cost of clothing needed in the investigations unit (sport coats, crime scene clothes, etc.), accessories and uniform footwear.

- Traffic Lieutenants assigned to motorcycles shall be paid up to three hundred twenty-five dollars (\$325) per calendar year. This amount is expected to cover the cost of required footwear, clothing, accessories, and eye protection.
- All other employees will be paid up to three hundred (\$300) per calendar year. This amount is expected to cover the cost of accessories, footwear, and other items of clothing needed in uniform service.

If an employee is transferred to CIS during a calendar year, the combined total reimbursement is capped at six hundred dollars (\$600) for that year, regardless of whether the employee used some allowance funds earlier in the year. Likewise, the total reimbursable expense is capped at three hundred twenty-five dollars (\$325) for new motorcycle Lieutenants.

Employees must retain receipts of purchased items and submit the receipts collectively to the City for reimbursement one (1) time per calendar year at any time during the year but no later than December 31. The City will reimburse each employee once annually up to the maximum allowed amount(s) as outlined above.

As used in this Section, "accessories" include the following items. Nothing prohibits the City and the Union from modifying this list through written agreement.

- T-shirts (black or white)
- Turtleneck shirt & mock turtle neck shirt (plain black, "FWPD" embroidery is optional)
- Socks (black)
- Baseball caps (with FWPD mini-patch)
- Watch cap (with FWPD mini-patch)
- Nylon web gear
- "Comfort Fit" Belt System
- Handcuffs (nickel-plate or black finish)
- Metal baton
- Mini-flashlight
- Mini-flashlight pouch/holder
- Key Holder
- Latex glove holder
- Radio earpiece
- Folding knife (no more than 4" blade length)
- Patrol bag/Carry case
- External Armor Carrier (see MOS 41.35D External Body Armor Specs)
- Suspenders for duty belt

- Holsters (must comply with Department specifications for either uniform or plain clothes on-duty use)
- Firearms (must comply with Department specifications for either uniform or plain clothes on-duty use)
- Sights for firearms (must comply with Department specifications for either uniform or plain clothes on-duty use)

Section 10. Jury Duty

An employee required by law to serve on jury duty shall continue to receive salary for up to eighty (80) hours for each separate occasion the employee is required to serve, shall be relieved of regular duties, and assigned to day shift for the period of time so assigned to jury duty. The fees, exclusive of mileage, paid by the Court for jury duty shall be forwarded to the City. The City shall have the right to request the court to excuse the employee from any or all jury duty if there are circumstances that would make the absence of the employee an undue hardship on the City or other personnel.

When an employee is notified to serve on jury duty, they will inform their immediate supervisor as soon as possible, but not later than two (2) weeks in advance, regarding the dates of absence from regular duties.

Lieutenants who have time remaining on their shift at the time of release or dismissal from jury duty shall immediately contact their supervisor to determine whether they should report for duty.

Section 11. Defense and Indemnification

The City shall provide legal defense and indemnification pursuant to the City Code.

Section 12. Service Leave

Members will be provided a one-time accrual of forty (40) hours (pro-rated for regular part-time employees) of vacation leave after each consecutive ten (10) year period of continuous employment at the City (i.e. after 10 years, 20 years, 30 years, etc.).

ARTICLE 11: PROHIBITED PRACTICES

Section 1. Neither the Union nor the City shall initiate, authorize, or participate in any strike, work stoppage, work slow-down, lock-outs, or any other organized effort that interferes with the efficient operation of the Department.

Section 2. Employees covered by this Agreement who engage in any of the

actions prohibited in Section 1 above shall be subject to such disciplinary actions as may be determined, up to and including discharge and termination, by the City. The Union agrees that the level of any such disciplinary action issued by the City shall be final and binding, and in no case be construed as a violation by the City of any provision of this Agreement.

ARTICLE 12: REDUCTION-IN-FORCE

Section 1. Layoff

Employee layoffs shall be made on the basis of job performance and seniority. Absent significant and material distinctions in job performance, the employee with the least amount of seniority shall be laid off first. Relative job performance shall be determined on the basis of qualifications and job performance evaluations.

Section 2. Recall

Employees laid off in accordance with the provisions of this Article will be offered reinstatement into future vacancies of the same classification in the inverse order of layoff, for a period of one (1) year from the date of layoff. An employee that has been laid off must keep the City informed of their current address and phone number. An employee who fails to report for duty within three days of being recalled (or commits to return within three (3) days, even though they cannot actually return for up to two (2) calendar weeks due to the requirement to give notice to an interim employer), or who rejects an opportunity for reinstatement, shall be removed from the recall list.

ARTICLE 13: DISCIPLINARY INVESTIGATIONS

Section 1. Disciplinary Standards

No employee shall be subject to discipline except for just cause. An employee who engages in off-duty misconduct may be subject to discipline when: (1) the off-duty misconduct, if known, would harm the City's reputation in the community; (2) the off-duty conduct materially affects the Employer's business operation; or (3) the conduct is inconsistent with the office that the Police Lieutenant holds.

Section 2. Disciplinary Investigations

In criminal matters, an employee shall be afforded those constitutional rights available to any citizen. In administrative matters relating to job performance, the following guidelines shall be follows:

- a. "Interrogation" as used herein shall mean any questioning by an agent of the City who is conducting an investigation (as opposed to a routine

inquiry) of the employee being interrogated, when the agent knows (or reasonably should know) that the questioning could result in employee discipline.

- b. Before interrogation, the employee shall be informed of the nature of the matter in sufficient detail to reasonably apprise them of the matter. Nothing herein shall operate as a waiver of the Union's right to request bargaining information.
- c. Any interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise.
- d. Any interrogation shall take place at the City Police Department, except when impractical. The employee shall be advised of their right to and shall be allowed that Union representation to the extent allowed by the law.
- e. The questioning shall not be overly long and the employee shall be entitled to such intermissions as are reasonably necessary.
- f. The employee shall not be subjected to any offensive language or abusive questioning, nor shall they be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain their resignation.
- g. The Employer shall not require any employee covered by this Agreement to take or be subjected to a lie detector test as a condition of continued employment. Nor shall polygraph evidence of any kind be admissible in disciplinary proceedings, except by stipulation of the parties to this Agreement.
- h. The Department may, and upon request will, tape record any interrogation. Upon request, a copy of the tape/transcript (if made) will be provided to the Lieutenant.

ARTICLE 14: GRIEVANCE PROCEDURE

Section 1. Grievance Procedure Steps

- a. Any grievance that may arise between parties concerning the application, meaning, or interpretation of this Agreement, shall be settled in the manner prescribed by this grievance procedure.
- b. A "Grievance" is defined as a claim or dispute by an employee, group of

employees, or the Union concerning the interpretation or application of the provisions of this Agreement. Nothing in this procedure shall prohibit an employee from discussing a complaint directly with his supervisor or department head without representation by the Union, as provided by State Law.

- c. Should a subject for claim or dispute arise, there shall be no stoppage of work by employees, but an earnest effort shall be made to settle such claims or disputes promptly and in the manner hereinafter outlined.

Step 1

An employee or a group of employees claiming to have a grievance shall discuss the complaint with the immediate supervisor within ten (10) calendar days of the alleged occurrence, or when they reasonably should have known of the alleged occurrence.

The supervisor shall attempt informal resolution of the grievance within seven (7) calendar days after it is presented.

Step 2

Provided the grievance is not settled satisfactorily at Step 1, it may be presented to the Police Chief (or designee) by the Union within seven (7) calendar days of the supervisor's response or the expiration of the time limit in Step 1. The submission shall be in writing, setting forth the nature of the grievance, the Articles of this Agreement allegedly violated, and the requested remedy.

The Police Chief or designee shall attempt to settle the grievance within ten (10) calendar days after it has been presented, and shall respond in writing.

Step 3

If the grievance is not settled by the Police Chief within the time allowed, it may be presented in writing to the City Manager, with a copy to the Director of Human Resources, by the Union within seven (7) calendar days of the Police Chief's response or the expiration of the time limit in Step 2.

The Mayor shall have fourteen (14) days to review the grievance. If the Mayor does not respond or otherwise settle the grievance within the fourteen (14) day period, the grievance shall be automatically advanced to Step 4, and shall not be forfeited by either party.

Step 4

- a. If the grievance is not settled at Step 3, and involves a matter other than discipline, the dispute will be referred to the negotiating committee of both parties. The two (2) committees shall meet within ten (10) calendar days to consider the dispute. At that meeting, all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation. If no satisfactory solution is reached in this step, the matter may be submitted in writing to arbitration within thirty (30) calendar days of the conciliation meeting.
- b. If the grievance is not settled at Step 3 and involves discipline other than an oral or written warning, the matter may be submitted, in writing, to arbitration within thirty (30) calendar days of the date that the City Manager's review is due. Oral and written warnings may only be grieved through Step 4 of this procedure. However, if the City attempts to introduce prior oral or written warnings in a subsequent discipline case that is subject to arbitration, the City shall be required to prove that it had just cause to issue those prior oral or written warnings as well as the instant discipline.

Section 2. Arbitration Panel

The City and the Union shall try to agree upon a mutually acceptable arbiter. If the parties fail to agree, they shall request a list of seven (7) arbiters from the Federal Mediation and Conciliation Service, with all arbiters being members of the National Academy of Arbitrators. The parties shall alternatively strike from the list until only one (1) name remains.

For disciplinary grievances, the arbitrator shall be assigned by PERC under the arbitrator assignment process for law enforcement personnel disciplinary grievances established by SSB 5055 (2021).

The decision of the Arbitrator shall be final and binding on the parties.

- a. The Arbitrator shall make their own rules of procedure. The arbitrator shall have no authority to amend, alter, or modify this Agreement or its terms, and shall limit their decision solely to the interpretation and application of this Agreement.
- b. Each grievance or dispute will be submitted separately except when the City and the Lieutenant Union mutually agree to have more than one (1) grievance or dispute submitted to the arbitrator.

- c. The losing party shall bear the expense of the arbitrator. The losing party shall be denominated in the award. When there is no winning party, the cost of the arbiter shall be borne equally by the parties. All other costs and expenses will be paid by the party incurring them, including costs of representation.
- d. The Arbitrator shall have thirty (30) days from the close of the hearing to issue an award.

Section 3. Time Limits

Time limits will be strictly adhered to, but may be extended by mutual written agreement upon reasonable request, except for situations where no timely grievance is filed. While forfeiture under this clause will finally resolve the matter in dispute, it will not establish a precedent between the parties on issues of contractual interpretation.

Section 4. Multiple Procedures

In the case of disciplinary actions, 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 3 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 selection of remedies is made. An appeal will be timely under the Civil Service rules if it is filed within ten (10) days of the completion of Step 3 of the grievance procedure.

Section 5. Step 2 Submission

In those instances where disciplinary action is based on reasonable evidence of the commission of a crime, or the proposed discipline involves suspension or termination of the employee, Step 2 of the Grievance Procedure will be initiated immediately.

Section 6. Just Cause Standard

No employee may be discharged, suspended without pay, demoted (except as provided below) or disciplined in any way except for just cause. The City may withhold a step increase, for a specified period of time, if it has just cause.

Section 7. Probationary Period

All newly promoted employees must serve a probationary period. The probationary period upon promotion shall be one (1) 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 an employee was absent in excess of ten (10) work days during the probationary period; provided that the taking of scheduled and approved vacation shall not be counted toward the ten (10) day period for promotional probationers. The probationary period is an extension of the promotional process; therefore, the provisions of this Article will not apply to employees if they are demoted during the promotional probationary period for not meeting the requirements of the classification. Grievances brought by probationary employees involving issues other than demotion may be processed in accordance with this Article.

Section 8. Parties to the Agreement

In as much as this is an agreement between the City and the Union, no individual employee may make use of the provisions of this Article, except as expressly provided above.

ARTICLE 15: NONDISCRIMINATION

The Employer and the Union shall not unlawfully discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of race, color, religion, national origin, age, sex, disability, or any other protected class. Claims of unlawful discrimination shall not be processed in accordance with the grievance procedure denominated herein.

The Employer and the Union agree that they will cooperate in complying with the Americans with Disabilities Act.

ARTICLE 16: DRUG TESTING

Section 1. Reporting to work under the influence of alcohol and/or illegal drugs, or the use, sale, or possession by an employee of illegal drugs is strictly prohibited and will result in disciplinary action, including immediate termination. For the purpose of this policy, substances that require a prescription or other written approval from a licensed physician or dentist for their use shall also be included when used other than as prescribed. Each employee must advise the Employer if they are using prescription or other over-the-counter drugs they know or reasonably should know may impair their ability to perform job functions and/or operate machinery such as automobiles. Under appropriate circumstances the Employer may request the employee to provide written medical authorization from a physician to perform various essential job functions while using such drugs.

Any voluntary request by an employee for assistance with their own alcohol abuse problem will remain confidential and shall not be used as the basis for any disciplinary action provided that the request for assistance is initiated prior to being identified as impaired through the procedures herein.

The parties recognize the essential purpose of any law enforcement agency is to enforce the criminal laws. Moreover, the parties recognize the courts have held it would substantially impair law enforcement agencies if they were required to employ individuals within their ranks who have violated the very laws said agencies are charged with enforcing. Therefore, the Employer reserves the right to refuse to employ or continue the employment of individuals who are or have been engaged in serious criminal conduct, whether drug related or not.

Section 2. Where a supervisory employee of the City has a reasonable suspicion to believe an employee is under the influence of alcohol or illegal drugs, or is abusing the use of prescription or over-the-counter drugs, or is using illegal drugs, the employee in question will be asked to submit to discovery testing. Such tests include breath tests, urinalysis and/or blood screens to identify any involvement with alcohol or such drugs.

An employee who refuses to submit to discovery testing for alcohol and/or illegal drugs shall be conclusively presumed to be under the influence of alcohol or an illegal drug for the purpose of administering this Article, and therefore will be subject to discipline, including immediate discharge.

Section 3. For the purpose of administering this Article the following definition of terms is provided:

a. **Reasonable Suspicion**

Reasonable suspicion is based on specific objective facts and reasonable inferences from those facts, that discovery testing will produce evidence of a violation of this policy;

b. **Under the Influence**

In determining whether an employee is under the influence, the following cutoff levels shall be used for the initial screening of specimens to determine whether they are negative for these drugs or classes of drugs:

(Nanograms per milliliter)	(ng/ml) Test Level
Amphetamines	1000
Barbiturates	300
Benzodiazepines	300
Cannabinoids.....	100
Cocaine metabolites	300
Methadone.....	300
Methaqualone.....	300
Opiates (Codeine)	300

Opiates (Morphine).....	300
Phencyclidine (PCP).....	25
Propoxyphene	300
Level of the positive result for alcohol.....	0.04 blood alcohol

c. **Illegal Drugs**

All forms of narcotics, depressants, stimulants, hallucinogens, and cannabis, for which sale, purchase, transfer, or unauthorized use or possession is prohibited or restricted by law.

d. **Over-the-Counter Drugs**

All drugs that are generally available without a prescription and are limited to those drugs that are capable of impairing the judgment of an employee to safely perform the employee's duties.

e. **Prescription Drugs**

All drugs that are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

Section 4. If an employee is required to submit to a drug test, the following procedure shall be followed:

- a. The employee shall be given notice of an opportunity to confer with an Union representative, if one is readily available.
- b. The employee shall be given an opportunity to explain the reasons for the employee's condition, such as reaction to a prescribed drug, fatigue, exposure to toxic substances, or any other reasons known to employee, to the test administrator. The Union representative may be present during this discussion.
- c. The Employer may request urine and/or blood samples.
- d. Urine and blood samples shall be collected at a local laboratory, hospital or medical facility. The Employer shall transport the employee to the collection site. The Employer and/or Union representative may be allowed to accompany the employee to the collection site and observe the bottling and sealing of the specimen. The employee shall not be observed by the Employer when the urine specimen is given.
- e. All specimen containers, vials, and bags used to transport the specimen,

shall be sealed to safeguard their integrity (upon request, in the presence of the Employer, employee and Union representative) and proper chain-of-custody procedures shall be followed.

- f. The collection of the samples shall be performed at CHEC Medical Center and the testing at Drug Proof, or at another collection center or laboratory mutually agreed to by the parties. The results of such tests shall be made available to the Employer and the Union.
- g. If a specimen tests positive in an immunoassay screen test, the results must be confirmed by a gas chromatography/mass spectrometry tests. The specimen must show positive results at/within the following limits on the GC/MS (gas chromatography/mass spectrometry) confirmatory test to be considered positive if immunoassay is specific for free morphine, the initial test level is 25 ng/ml.

Section 5. Confirmatory Test

Marijuana metabolites	15 ng/ml
Cocaine metabolites	150 ng/ml
Opiates	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	
Amphetamine	500 ng/ml
Methamphetamine.....	500 ng/ml

Section 6. At the employee's or the Union's option, a sample of the specimen may be requisitioned and sent to a laboratory chosen by the Union for testing. The cost of this test will be paid by the Union or the employee. Failure to exercise this option may not be considered as evidence in an arbitration or other proceeding concerning the drug test or its consequences. The results of this second test shall be provided to the City.

Section 7. The employee and the Union (upon consent of the employee) shall be informed of the results of all tests, and provided with all documentation regarding the tests as soon as the test results are available. Such disclosure shall be in conformance with the Americans with Disabilities Act.

Section 8. The parties designate the Medical Review Officers (MRO) provided by AWC to review all confirmed positive test results and communicate those results to the Employer. An MRO shall have the responsibility to determine when an individual has failed a drug test in accordance with the standards enumerated herein. The MRO shall retain all records of all positive tests for at least five (5) years and records of all negative tests for at least one (1) year.

Section 9. If the results of the drug test are positive, and support a conclusion that the employee used an illegal drug, abused the use of a prescription or over-the-counter drug, or reported to work while under the influence of alcohol, the employee shall be subject to discipline, including immediate discharge.

ARTICLE 17: SENIORITY

The term seniority as used in this Agreement will be defined as total service as a Police Lieutenant from date of promotion and/or appointment. If Lieutenants are promoted on the same date then the total years of service as a commissioned police officer in any state will be utilized to determine seniority.

ARTICLE 18: SAVINGS CLAUSE

Should any provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree to meet and negotiate the affected provision(s). The remaining provisions shall remain in full force and effect.

ARTICLE 19: WAIVER CLAUSE

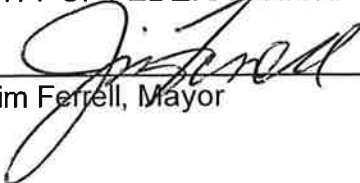
The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the duration of this Agreement, each 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 20: DURATION

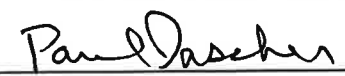
This Agreement shall be effective until December 31, 2027. Except as otherwise provided by the express terms of this Agreement, all terms and conditions of this agreement shall become effective on January 1, 2025. The Agreement may be opened to negotiate a successor Agreement by either party giving notice in writing not later than sixty (60) days prior to the expiration date.

DATED this 13th day of August, 2025.

CITY OF FEDERAL WAY:


Jim Ferrell, Mayor

TEAMSTERS LOCAL UNION NO. 117/IBT:


Paul Dascher, Secretary-Treasurer

APPENDIX A

WAGES

See Article 6, Section 1 for Differential Formula

The following three- and one-half percent (3.5%) wage adjustments apply to the currently employed Lieutenants as of ratification, and will be retroactive to January 1, 2022.

Step A	Step B	Step C	Step D
\$11,179	\$11,934	\$12,739	\$13,599

The following wage adjustments of three- and one-half percent (3.5%) will be effective January 1, 2026, to currently employed Lieutenants.

Step A	Step B	Step C	Step D
\$11,570	\$12,352	\$13,185	\$14,075

The parties agree to reopen the Agreement no later than July 1, 2026 for the limited purpose of negotiating wage adjustments that will be effective January 1, 2027.

DEFERRED COMPENSATION:

The City shall maintain a qualified deferred compensation program, requiring the City to match monthly contributions made by bargaining unit employees up to a maximum City contribution of two percent (2%) of the employee's base rate of pay.

TEAMSTERS 117 MEMBER FORMS



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.