

**ORIGINAL**

**POLICE DEPARTMENT AGREEMENT**

**By and Between**

**CITY OF SELAH, WASHINGTON**

**And**

**TEAMSTERS LOCAL UNION NO. 760**

**JANUARY 1, 2014 THROUGH DECEMBER 31, 2018**

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## **ARTICLE 1 - PURPOSE OF AGREEMENT**

1.1 This Agreement is made and entered into by and between the CITY OF SELAH, WASHINGTON, a Municipal Corporation, hereinafter referred to as the "Employer," and TEAMSTERS LOCAL UNION NO. 760, the certified collective bargaining representative, hereinafter referred to as the "Union," for the purpose of fixing the wages, hours and working conditions affecting the employees.

## **ARTICLE 2 - RECOGNITION**

2.1 The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all full time, regular part time and temporary employees in the City's Police Department with the exception of the Deputy Chief and the Chief of Police.

## **ARTICLE 3 - UNION SECURITY AND DUES CHECK-OFF**

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

3.1.1 Should bonafide religious convictions of an employee dictate he may not join a Union, he shall be required to pay an amount equivalent to the Union initiation fee and monthly dues to a charity mutually agreed upon by the employee and the Union. If such employee pursuant to this Section requests the Union to use the Grievance and Arbitration Procedure on his behalf, the Union is authorized to charge the employee for the reasonable cost of using such procedure.

3.1.2 In the event an employee fails to apply for or maintain his membership in the Union as required in Section 3.1 or 3.1.1 of this Agreement, the Union may give the Employer notice of this fact and fourteen (14) calendar days following receipt of such notice, the service of such employee shall be suspended without pay by the Employer.

3.2 When the Employer hires a new employee recognized as a position covered in the bargaining unit, the Employer shall, within seven (7) calendar days of the date of employment, notify the Union in writing giving the name, social security number, hire date, address and classification of the employee hired.

3.3 DUES DEDUCTIONS: When provided a "voluntary check-off" authorization in the form furnished by the Union and signed by an employee, the Employer agrees to deduct from the employee's pay, the Union's applicable dues and/or service fees, as prescribed in the "voluntary check-off" form. The full amount of monies so deducted by the Employer shall be promptly forwarded to the Union by check along with an alphabetized list showing names and amounts deducted from each employee. The Union

shall hold the Employer harmless against any claims brought against the Employer by an employee arising out of the Employer making a good faith effort to comply with this Section.

#### **ARTICLE 4 - RIGHTS OF PARTIES**

4.1 Except as limited by the provisions of this Agreement, the Employer shall retain all rights, powers, functions, and authority vested in management by law, custom, practice and tradition, to manage and direct City in all of its various aspects, and to manage and direct its employees, including but not limited to the following: to operate and manage all manpower, facilities, and equipment; to establish programs and objectives; to establish and modify the organizational structure; to determine the utilization of technology; to select, direct, discipline, and determine the number of personnel; to establish work schedules and to perform any inherent managerial function not specifically limited by this Agreement. Whatever rights the Employer has retained pursuant to applicable law, rule, or regulation, shall not be exercised in a manner which conflicts with the provisions of this Agreement.

4.2 Union: The Union does not waive any right the Union has under applicable State Laws including but not limited to the right to require the City to bargain collectively concerning any subject matter held by State Laws to be mandatory which is not otherwise covered by this Agreement.

4.3 Employee Rights: All employees shall be entitled to and afforded the rights common to any citizen, regardless of occupational position. These rights shall include but are not limited to: The employee shall be granted the opportunity to contact and consult with an attorney of his own choosing, or a representative of the Union, before and/or during any investigative interview. The employee shall not be subjected to any offensive language or public humiliation, nor shall the employee subject the Employer to any offensive language or public humiliation.

No employee shall be required to unwillingly submit to a polygraph test or to unwillingly answer questions for which the employee might otherwise properly invoke the protections of any Constitutional Amendment against self-incrimination.

#### **ARTICLE 5 - DEFINITIONS OF EMPLOYEES**

5.1 Regular Part-Time Employee: A Regular Part Time employee is one who is authorized by the City Council, has served his probationary period, who may work less than forty (40) hours per week, and will be paid not less than the wage rate as set forth in this contract for the type of work performed. A regular part time employee working eighty (80) hours per month or more, is entitled to accrue all benefits and conditions as set forth in this Agreement, upon a pro-rata basis.

5.2 Regular Full-time Employees: A Regular Full Time employee is one who has been approved by the Civil Service Commission, has served his probationary period, is employed on a full time basis of forty (40) hours per week, is paid the wage rate for the type of work performed based upon his years of service, and who accrues the full benefits and conditions of this Agreement.

5.3 Probationary Employee: A probationary employee shall be defined as any new hire who has not completed two thousand eighty (2080) straight time compensable hours of service with the Employer since his first (1st) day of employment within the bargaining unit. Probationary employees shall work

under the provisions of this Agreement, but shall be only on a trial basis, during which period he may be discharged without further recourse. The grievance procedure shall not be utilized to resolve disputes pertaining to discipline, including suspension and/or discharge of probationary employees.

5.4 Confidential Employee: A regular employee who is performing bargaining unit work and is engaged in, but not limited to, work that may need to be held confidential from other bargaining unit employees. A confidential employee will be under the direct authority of the Mayor or Mayor's designee.

5.4.1 The Union and Confidential employees represented herein recognize that inclusion of the Confidential employees in the same Teamster Local as the Non-Confidential employees shall not inhibit, restrain, or in any way adversely affect the performance of the duties of the confidentials including, but not limited to, the duty of working closely with management of the City, the duty of recommending discipline of other members of the same union, and the duty of not disclosing information which is confidential management information.

5.5 Temporary labor may be used, but may not be used to indefinitely fill positions currently held by regular employees. At no time shall a bargaining unit member suffer a reduction in hours to less than forty (40) when temporary labor is used. The temporary labor shall only be used in the dispatch/clerical position and shall be paid according to the pay scale in appendix B based on experience. Temporary labor shall pay union dues but shall not be subject to the initiation fee until they become a regular employee.

## **ARTICLE 6 - SENIORITY**

6.1 No employee shall acquire seniority until he has become a regular full-time or regular part-time employee under this Agreement. Said regular employee is one who has successfully completed his probationary period and has been recommended by the Chief of Police, and been approved by the Selah Civil Service Commission.

6.2 The lists of employees arranged in order of departmental seniority with the Employer shall be given to the Union on or before March 1st of each year upon request by the Union. Should more than one employee have the same hire date, the individuals involved will determine seniority by use of their civil service examination ranking. Any controversy over the seniority standing of any employee on this list shall be handled as a grievance for settlement.

6.3 The seniority of an employee shall be considered broken, all rights forfeited, and there is no obligation under this Agreement to rehire when the employee:

6.3.1 voluntarily leaves the service of the Employer

6.3.2 is discharged for just cause

6.3.3 is laid off for a period in excess of eighteen (18) consecutive calendar months.

6.4 Seniority with the Employer shall prevail in case of layoff and recall. The last employee hired shall be the first (1st) employee laid off and the last employee laid off shall be the first (1st) employee rehired. If there is any question of any senior employee being capable to perform the work available in the case



of layoff and recall, the Union may require the Employer to show just cause for not recalling or laying off such senior employee.

6.5 The employee who is most qualified for an available promotion or open position by virtue of training, experience, performance, ability and testing shall fill the available position. When qualifications are substantially equal between applicants for said position, the employee with the highest seniority standing will fill said position.

6.6 Trial Service: An employee who is promoted to a higher rank or position within the bargaining unit shall serve a trial period not to exceed one hundred eighty (180) calendar days from the date of such promotion or transfer. Within this trial period, if the promoted or transferred employee declines the job or the Employer deems the employee to be unsuited for the job, the employee shall revert to his former position without prejudice. Any employee promoted to a position outside the bargaining unit, shall have a seniority date computed on the basis of time previously served and positions included in the bargaining unit.

## **ARTICLE 7 - DEFINED LEAVES**

7.1 Sick Leave: Employees shall accrue one (1) day sick leave for each month of employment and may accumulate without limit, but cannot be taken as annual leave nor compensated for in money or other means at any time unless specified herein.

7.1.1 Less than full-time eligible employees shall accumulate sick leave on a pro-rata basis not to exceed twelve (12) working days per year, based upon the employee's assigned hours.

7.1.2 A deduction of one (1) working day of sick leave credit shall be made for each full day's absence due to the following reasons: Personal illness, injury, or quarantine of an employee by a qualified physician. The rate of sick leave pay shall be the same per day as that paid the employee per working day.

7.1.3 Sick Leave Incentive Program: Effective January 1, 2000 employees will start accruing sick leave and upon retirement ( which shall be defined as immediately receiving PERS or LEOFF payments) may exercise an option to convert unused sick leave accumulated at a rate equal to one (1) full days monetary compensation of the employee for each four (4) full days accrued leave to a maximum of 180 days converted to a maximum of 45 days pay. Such pay may be placed into the employees VEBA account (see section 17.4) or similar fund as provided by the City under applicable tax rules.

7.2 If unable to report to work because of illness or injury, the employee shall report his reason for absence to his immediate supervisor prior to his scheduled work shift, unless the exigency of the circumstances dictate otherwise. If the employee is absent from work three (3) days or more, a doctor's certificate may be required upon his return to work.

7.3 Any employee found to have abused the provisions of a defined leave privilege by falsification or misrepresentation may be subject to disciplinary action.

7.4 Workmen's Compensation: Any employee who is eligible for State Industrial Compensation for time off because of an on-the-job injury shall be paid sick leave. Any State Industrial benefit received by the employee shall be endorsed to the Employer. Upon receipt of this benefit by the Employer, the

employee shall be credited with sick leave on a pro-rated basis of the State Industrial benefit to the original amount of sick leave taken.

**7.5 Bereavement Leave:** An employee shall be allowed up to ten (10) working days of absence with full pay when arranging for and/or attending the funeral of a member of his immediate family. Immediate family shall be defined as a spouse, child, parent, brother, sister, grandparent or grandchild of the employee or of his spouse, or a more distant relative if living in the same household. Two additional days off may be granted by the Chief of Police in cases where the employee needs to travel out of town or where special circumstances warrant. All bereavement days shall be deducted from the employee's sick leave bank.

**7.6 Maternity Leave:** Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from, the lawful adoption of a minor, shall apply equally to married and unmarried women, and are for all job-related purposes, to be considered temporary disabilities. Accrued sick leave may be used for childbearing or related circumstances as set forth above.

**7.6.1** If the period of disability because of childbirth or related circumstances extends beyond the employee's accrued sick leave, then she may request a leave of absence as per Article 7, Section 10. To be eligible for sick leave because of childbearing or related circumstances, a female employee shall give her Employer two (2) weeks notice, if possible, of her anticipated date of departure and intention to return. For purposes of this policy, a six (6) week period of recovery after childbirth or related circumstances shall be considered as reasonable in the absence of extenuating circumstances. Female employees cannot categorically be denied the opportunity to work during the entire period of pregnancy, but may continue working as long as the individual and her physician concur in her ability to work, and the demands of the job are satisfied. A doctor's certificate of release may be required upon her return to work. The employee's return to work shall be governed by R.C.W 49.60 and W.A.C. 162-30-020.

**7.6.2 Childbirth Leave:** In the case of a birth of a child of his spouse, or adoption of a child, one (1) working day of absence is allowed with full pay. Such absence shall be chargeable to the employee's sick leave accrual, providing the employee has sufficient accrual available.

**7.7 Family Leave:** An employee is entitled to five (5) working days of leave to be used in the event of an accident or serious illness in the immediate family, involving medical attention and/or hospitalization, per year. A statement from a doctor may be required whenever these days are used. Such absence shall be chargeable to the employee's sick leave accrual, providing the employee has sufficient accrual available.

**7.7.1** Employees may use sick leave when caring for dependent children under the age of 18 where the employee's presence is necessary due to an illness.

**7.8 Military Leave:** A regular employee who is an active member of any organized reserve of Armed Forces of the United States, shall be entitled to and granted a military leave of absence from his employment for a period not exceeding fifteen (15) calendar days during each calendar year. Such leave shall be granted in order that the employee may take part in active training duty in such manner and at such time as he may be ordered to active training duty. Such military leave shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the employee shall receive his normal pay.

7.9 Leaves of Absence: A leave of absence is an approved absence, including medical leave of absence, from employment without pay and without loss of seniority. The Employer may grant a leave of absence for a period of up to twelve (12) calendar months. This period may be extended by mutual agreement between the Employer and the Union. Such leaves shall be in writing with a copy to the Union. Requests for leave renewal will be granted at the discretion of the Employer. The request must be in writing and must be submitted sixty (60) calendar days prior to effective date.

## **ARTICLE 8 - COMPENSATION FOR WITNESS OR JURY DUTY**

8.1 When a regular employee covered by this Agreement is summoned for Jury Duty or is subpoenaed as a witness in any matter during or arising out of his employment, in any municipal, county, state or federal court, he shall advise the Employer upon receipt of such call or subpoena, and if taken from his work for such service, shall be reimbursed as provided herein for any loss of wages while actually performing such service; providing he remits to the Employer his properly endorsed checks. Transportation allowance paid by the court shall not be included to compute the amount received for such service. Should an employee report for such service and be excused for the balance of that day, he shall report as soon as possible to his Employer for the purpose of working the balance of his special (jury duty or subpoenaed witness) shift. This special shift shall be consistent with the court appointed time.

## **ARTICLE 9 - HOURS OF WORK - OVERTIME**

9.1 5/8's: Eight (8) consecutive hours, inclusive of meal and rest periods totaling one (1) hour, shall constitute a work day. Five (5) consecutive days, Monday through Sunday, shall constitute a work week or 4/10's: Ten (10) consecutive hours, inclusive of meal and rest periods totaling one and one quarter (1 ¼) hours, shall constitute a work day. Four (4) consecutive days, Monday through Sunday shall constitute a work week. The Police Clerk position shall be scheduled for an eight (8) hour shift with a one hour, unpaid lunch break. With approval of the Police Chief, the Police Clerk may remain on site and work during their lunch period for a total of eight (8) hours worked, inclusive of lunch. In the case of ten hour and forty (10.40) shifts for Patrol officers, the employer may alter the work week in accordance with section 7(k) of the FLSA for commissioned personnel of the Police Department. Hours worked in excess of ten hours and forty minutes (10.40) in a day or one hundred sixty (160) hours in a twenty-eight day work period, shall be compensated at one and one half times the employee's regular straight time hourly rate. The twenty-eight day work period shall consist of fifteen (15) scheduled work days of ten hours and forty minutes (10.40) per day.

Individuals working this schedule shall be on a monthly salary, below shows how the salary is calculated.

Example:

A First Class officer makes \$26.99 an hour times 2080 hour a year = \$56,136.00 divided by 12 months = \$4,678.00 per month. This would be the straight time monthly salary without overtime.

9.1.1 In the event of a shift change and/or rotation, the Employer shall provide a minimum of forty-eight (48) hours off, call-backs excluded as regular days off.



9.1.2 Exceptions: Emergencies beyond the Employer's control, or when the employee quits, fails to report for work, or is granted time off in writing by the Employer.

9.2 Each work shift shall include a thirty (30) minute meal period as near to the middle of the shift as possible and one (1) fifteen (15) minute rest period each one-half (1/2) shift to be taken at the employee's discretion, but not sooner than one (1) hour from the start of the employee's assigned shift. Employees may be required to respond to emergency situations during meal and rest periods. A meal period missed at the direction of the Employer, which is not the result of an emergency situation beyond the Employer's control, shall be paid as overtime.

9.3 The shift schedule shall be determined by the Employer. The Employer shall give at least seven (7) calendar days notice prior to changing the employee's assigned shift. Said notice shall be posted on the department bulletin board showing the employee's shift, work days, and hours.

9.4 When presented with an emergency beyond his control, the Employer may alter the assigned work hours by giving prompt notification to the effected employees. The Employer shall not reschedule assigned work shifts for purposes of avoiding payment of overtime.

9.5 Employees may exchange shifts when unforeseen circumstances arise provided they first request and receive approval in writing from their immediate supervisor. Such exchange in shifts shall not, by itself, constitute a basis for entitlement to overtime compensation.

9.6 Overtime: All work performed in excess of the work day and/or work week as provided in Section 9.1 above, shall be compensated for at one and one-half (1-1/2) times the employee's regular straight time hourly rate. Exception: The employee may, at his option, take equivalent time off on the basis of one and one-half (1-1/2) hour of compensatory time off for each one (1) hour of overtime worked. Compensatory time may accrue to a limit of eighty (80) hours, with any time in excess of eighty (80) hours paid at the applicable rate. Compensatory time will only be cashed out in the first pay period of the following months: March, June, September, and December. Employees wishing to use compensatory time off will provide a seven (7) day notice, unless an emergency exists, in which case the Chief or designee may waive the seven (7) day notice.

9.6.1 All overtime shall be paid for in increments of one-quarter (1/4) hour with the major portion of one-quarter (1/4) hour being paid as one-quarter (1/4) hour.

9.6.2 There shall be no compounding of overtime.

9.7 Callback: An employee who is required to return to duty, or has been subpoenaed to testify in court relating to his assigned duties, after having completed his regular shift, and having been effectively released from duty, shall be paid, unless specified below, a minimum of two (2) hours at one and one-half (1-1/2) times his straight-time hourly rate of pay.

9.7.1 An employee who is required to return to work less than two (2) hours prior to the beginning of a regularly assigned shift shall receive one and one-half (1-1/2) times his regular straight-time hourly rate of pay for such actual time as occurs prior to his regular shift.

9.7.2 Callback Between Shifts: Employees shall be guaranteed a minimum of two (2) hours pay at one

and one-half (1-1/2) times their regular straight-time hourly rate of pay for all hours worked during said callback.

9.7.3 Callback on Regularly Scheduled Days Off: Employees shall be guaranteed a minimum of four (4) hours pay at one and one-half (1-1/2) times their regular straight-time hourly rate of pay for all hours worked during said callback.

9.7.4 Callback During Vacation: Employees shall be guaranteed a minimum of six (6) hours pay at one and one-half (1-1/2) times their regular straight-time hourly rate of pay. Vacation period for callback purposes shall be defined as the period between the last hour of work of the shift prior to commencement of the employee's vacation, until the first (1st) hour of work of the employee's next shift following the vacation.

## **ARTICLE 10 - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS**

10.1 See attached Appendix A - Civil Service Certified Personnel

10.2 See attached Appendix B - Other Employees

(The above-mentioned Appendices are attached hereto and incorporated by this reference.

## **ARTICLE 11 - PAY ARRANGEMENTS**

11.1 All employees shall be paid all monies earned by the end of their regular shift, no later than the last working day prior to the first (1st) and sixteenth (16th) of each month for preceding semi-monthly payroll period. There shall be no deductions other than required by law or authorized in writing by the Employee.

11.2 Each employee shall be entitled to an itemized statement of earnings and deductions, specifying his wage rate, hours paid, and other compensation payable to him as well as any and all deductions from his gross wages for the pay period.

11.3 Upon quitting or discharge, the Employer shall pay all monies due the employee no later than the pay period following such quitting or discharge.

11.4 The Employer agrees to implement a deferred compensation program which shall be available to members of the bargaining unit. The designated are I.C.M.A. and the Washington Department of Retirement System deferred compensation program. Should this plan terminate, or for any other reason become unavailable to members of the bargaining unit, a replacement shall be negotiated.

## **ARTICLE 12 - ANNUAL LEAVE**

12.1 All regular employees shall accrue and be granted the following vacation and/or holiday accumulation, hereinafter referred to as annual leave, according to the following schedule:

Continuous Service	Vacation Days	Holiday Days
0 thru 84 months	10	11
85 thru 120 months	15	11
121 thru 180 months	18	11
181+ month	20	11

12.1.1 Regular part-time eligible employee's annual leave pay shall be on a pro-rata basis, based upon the employee's compensated hours in the previous month.

12.1.2 Prior to the completion of the Field Training Officer Program , annual leave may not be taken unless prior approval, in writing, is granted by Chief.

12.1.3 The following holidays are recognized as being those for which annual leave is granted:

New Year's Day	Veterans Day
M. L. King Birthday	Thanksgiving Day
Presidents' Day	Day following Thanksgiving
Memorial Day	Christmas Day
Independence Day	Floating Holiday (1)
Labor Day	

12.1.4 Employees earn a full day of annual leave for their first (1st) month of employment if they are placed on the payroll on or before the fifteenth (15th) of the month and work continuously through the rest of the month. Terminating employees do not receive annual leave credit for the month in which they terminate unless they actually work continuously through the fifteenth (15th) of the month in which they terminate.

12.2 Given the nature of work performed by the Police Department, most employees in the Bargaining Unit cannot be permitted to take holidays on the day they fall. As a result, each such regular, full-time employee shall be credited with eighty eight (88) hours, eleven (11) days of holiday time with pay effective January 1<sup>st</sup> annually. Said time must normally be taken during the calendar year or the leave time will lapse December 31<sup>st</sup>.

12.3 Though holiday time is credited in total at the beginning of the calendar year, it shall be earned at the rate of 7.33 hours per month. Employees entering or leaving City service during the calendar year will have their holiday time pro-rated accordingly. Those leaving City employment for any reason shall have the appropriate payment or deduction reflected in their final paycheck.

12.4 No employee shall receive payment for more than two-hundred and forty (240) hours of combined vacation and holiday leave at the time of termination or retirement. However, no employee shall lose accumulated leave time because his request for leave has been denied, unless reasonable opportunities for leave have been refused by the employee.

12.5 Annual leave may be accumulated up to a total of two hundred forty (240) compensable hours. Should an employee be denied usage of annual leave (being denied in November and December does not apply), any excess accumulation above two hundred forty (240) hours shall either be paid as of the

last pay period in December of any given year, or deferred at the option of the employee.

12.6 The Employer will commence vacation scheduling during the month of December in the order of the employees' seniority. It is the employee's responsibility to schedule his or her vacation. Eligible employees must take at least one (1) block of five (5) consecutive days off per calendar year. Any vacation/annual leave usage scheduled during the remainder of the year and requested over twenty (20) calendar days in advance of the days off, shall be scheduled in the order of their request without regard to seniority and provided the Employer can maintain minimum staffing requirements. The Chief or his designee may waive the twenty (20) day advance notice provided the Employer can maintain sufficient staffing requirements. Such waiver will be considered on a case by case basis and will not establish precedent.

12.6.1 The vacation/annual leave schedule is a firm schedule and can only be changed by request of the employee and approval of the request by the Chief of Police, or by an emergency that might arise that would cause a vacation to be re-scheduled. In either case, the changes must be approved in writing by the City Administrator.

12.6.2 All requests for annual leave usage are subject to approval by the Chief of Police or his designee, but if a request is denied, the reasons for such denial shall be promptly communicated.

12.7 Any employee who by virtue of a defined leave is unable to utilize his scheduled annual leave shall not suffer a reduction in annual leave accrual, unless otherwise mutually agreed to by the parties.

### **ARTICLE 13 - PARTIES RESPONSIBILITIES**

13.1 The parties recognize that security and continuity of employment can result only when a spirit of harmony, cooperation and reasonable and fair compromise exists and to the accomplishment of that end, each party pledges itself to an honest observance of the terms of this Agreement and to the exercise of patience and understanding. All employees shall represent themselves and the Employer to the public in a manner which shall be courteous, efficient, and helpful.

13.2 The parties recognize the need to promote the efficiency of law enforcement; to maintain and increase individual productivity and quality of public service; to prevent interruptions of work and the interference with the efficient operation of the City; promote harmonious relations and establish procedures for the orderly resolution of disputes and grievances; and serve the safety, health and welfare of the community.

### **ARTICLE 14 - RETIREMENT CONTRIBUTION-INDUSTRIAL ACCIDENT INSURANCE-**

#### **OASI**

14.1 The Employer shall pay into the appropriate employees' retirement program, Industrial Insurance, and OASI, as required, at the prescribed rate, by law.

14.2 The bargaining unit member's pre-tax wages shall be reduced each month by the amounts paid

on account of each member pursuant to sections 14.4 and 14.5. The parties agree that the contributions into the Western Conference of Teamsters Pension Trust shall be made on behalf of all Regular Part-Time Employees, Regular full-Time Employees, Probationary Employees and Temporary Labor (who receive compensation) at the designated amounts as stipulated in Article 14.4 and 14.5 of the Collective Bargaining Agreement.

14.3 In lieu of an identical amount of pre-tax wages of each bargaining unit member, the employer shall pay each month into the Western Conference of Teamsters Pension Trust the below referenced amount on account of each bargaining unit member for each hour for which compensation is paid to him/her, but not to exceed one hundred and ninety (190) straight time hours for each month, with a maximum of two thousand eighty (2080) straight time hours per year. A compensable hour is to be considered all hours with the exception of overtime hours.

14.4 Effective January 1, 2010 One Dollar and Twenty Cents (\$1.20) per compensable hour for employees in Appendix A. Effective February 1, 2010 One Dollar and Sixty Cents (\$1.60) per compensable hour for employees in Appendix A – Line Patrol Officers.

14.5 Effective January 1, 2010 One Dollar and Twenty Cents (\$1.20) per compensable hour for employees in Appendix B.

#### **ARTICLE 15 - LIABILITY INSURANCE**

15.1 Liability Insurance - The Employer agrees to either provide insurance coverage on behalf of the employees or provide liability defense for employees or a combination thereof, in order to reasonably protect and indemnify employees from liability to third (3rd) parties resulting from employees negligently performing duties within the scope of employment.

#### **ARTICLE 16 - HEALTH CARE BENEFIT PROGRAMS**

16.1 The Employer shall pay each month into the following employee health care benefit plans, on behalf of each member of the bargaining unit who was compensated for eighty (80) hours or more in the preceding month.

16.1.1 Medical Plan: Effective January 1, 2014 the Employer agrees to pay premium for medical insurance through Regence Blue Shield \$30 Copay Plan Employer will train an employee to assist in summiting forms to the Third Party Provider. We are offering to give employee's \$150 per month for taking their spouse off our medical plan. We will also give employees an additional \$85 per month for taking their children off our medical plan. Proof would need to be provided that both the spouse and children have coverage elsewhere.

16.1.2 Dental Plan: Effective January 1, 2014, Northwest Teamsters-Dental Plan A contribution rate \$130.50 per month.

16.1.3 Vision Plan: Effective January 1, 2014, Washington Teamsters Welfare Trust Vision Plan, contribution rate \$14.90 per month.

16.2 The Union agrees during the life of this Agreement that it will not request any additional benefits for any of the above-listed employee benefit plans, and the Employer agrees that during the life of this



Agreement, they will pay any increase in contribution rates as required by the Trustees of the employee benefit trusts to maintain these benefits. In the event the Department of Retirement Systems (DRS) mandates an increase in employer contributions this section of the Agreement shall be reopened prior to the effective date of increase to negotiate Maintenance of Benefits for the Health Care package.

16.3 If the Employer is delinquent in payments, the Employer shall be liable for the payment of any claims incurred by employees or dependents during such delinquency.

#### **ARTICLE 17 - LIFE - AD&D PLAN - SECTION 125 PLAN - VEBA III PLAN**

17.1 Effective January 1, 1985, the Employer shall pay on account of each member of the bargaining unit the sum of two cents (\$.02) per hour for each hour for which compensation is paid to him, into Group Policy No. 16696-LTD, to provide Life-AD&D Insurance coverage for an eligible employee.

17.2 Effective January 1, 1991, the employer agrees to deduct the full monthly cost for each employee currently covered under the LEOFF II retirement program for Limited Term Disability coverage provided by the Washington State Council of LEOFF II Personnel Insurance Trust (underwritten by Standard Insurance Company) as a supplementary disability insurance. All monies deducted will be promptly remitted to the carrier as needed to provide coverage.

17.3 Effective January 1, 1995, the Employer agrees to provide a Section 125 Plan to employees to pay medical expenses and child care expenses from pre-tax dollars.

17.4 The Employer has established a Supplemental Medical account on behalf of each member of the bargaining unit. The benefit account shall be administered by the VEBA Trust for Public Service Employees in the State of Washington. The contribution to the VEBA Trust benefit accounts on behalf of each employee shall be calculated as follows: Beginning January 1997, and continuing through the life of this agreement a contribution amount equal to 1.5% of each employee's current salary.

#### **ARTICLE 18 - REMITTANCE FOR EMPLOYEE BENEFIT PLANS**

18.1 The total amount due for each calendar month for each of the employees benefit plans as set forth in Articles 16 and 17, shall be remitted in a lump sum not later than ten (10) business days after the last business day of such preceding month.

#### **ARTICLE 19 - FRINGE BENEFIT BOOKLETS & SELF-PREMIUM PAYMENTS**

19.1 Each employee has been provided a copy of this Labor Agreement and current copies of the various fringe benefit booklets named in Articles 16 and 17. It is the responsibility of the employee to read these fringe benefit booklets in order to familiarize himself with the various plans and determine when he will become eligible for each benefit. If an employee misplaces any of the plant booklets, he should contact the Local Union office for a replacement copy.

19.2 Certain fringe benefit plans permit self-premium payments for a given number of months, in the event the employee is not compensated the required number of hours for the Employer to pay the

premium coverage. It is the employee's responsibility to immediately contact the Local, Union office to determine which of the benefits allow self-payments to continue the coverage for himself and family.

## **ARTICLE 20 - TRUST FUND DELINQUENCIES**

20.1 In the event the Employer is delinquent in the payment of any contribution required by Articles 16 and 17, employees or the Union shall have the right (notwithstanding any other provision of this Agreement) to take any legal or economic action they deem fit against the Employer to collect such delinquent amounts. In the event legal action is required to collect the Employer's contributions, then the Employer shall be liable for all costs and expenses of litigation, including reasonable attorney fees.

20.2 If the Employer is delinquent in payments, the Employer shall be liable for the payment of any claims incurred by employees or dependents during such delinquency.

## **ARTICLE 21 - ACCEPTANCE OF TRUSTS**

21.1 The Employer hereby acknowledges that it has received true copies of the Northwest Teamsters Dental Trust, and the Washington Teamsters Welfare Trust, Negotiated Life Insurance Plan, and shall be considered a party thereto. The Employer further agrees that the Employer-Trustees named in said trusts, and their successors in trust are and shall be its representatives and consents to be bound by the actions and determinations of the trustees.

## **ARTICLE 22 - DISCIPLINE-DISCHARGE-SUSPENSION-WRITTEN WARNING NOTICE**

22.1 If the Chief of Police or his designee believes there is just cause to discipline any employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the public. Further, said discipline shall not violate the employee's rights as contained in this Agreement. Any employee, who is the subject of an investigation which may lead to disciplinary action, shall be informed of the nature of the charge and offered an opportunity to have a representative present during questioning. The parties understand that the Employer is obligated to notify the employee of an investigation at the time of questioning.

22.2 The parties to this Agreement recognize the principal of progressive discipline. The Employer may discharge or suspend an employee for just cause but no employee shall be discharged or suspended unless a written warning notice shall previously have been given to such employee and copy to the Union of the complaint against him concerning his work or conduct within fourteen (14) calendar days of the date of such violation, or fourteen (14) calendar days from the date such violation became known to the Employer. Otherwise, such written warning notice shall be null and void. No such written warning notice shall be necessary if the cause for discharge or suspension is dishonesty, drinking related to his employment, illegal possession and/or use of federally-designated drug abuse items, or such other misconduct which is as serious in nature as to justify discharge without a written warning notice. A copy of any written warning, suspension, or discharge notice shall be sent to the Union at the time it is given to the employee. Warning notices shall remain in an employee's file either six (6) twelve (12) or eighteen (18) months depending on the severity of the violation.

22.3 Any employee who is subject to discharge, suspension, or written warning notice, may seek appeal

through either of the following procedures. At the employee's option, an appeal can be made through the contract Grievance Procedure as outlined in Article 23, or through the Selah Civil Service Commission. The employee's decision of appeal procedure shall be in written form to the appropriate party within ten (10) calendar days, and shall be final and binding on all parties. The employee's choice of appeal procedure shall be irrevocable.

22.3.1 Should any employee option to appeal a disciplinary action through the Selah Civil Service Commission, the matter shall be handled in accordance with applicable procedures as contained in the rules and regulations of the Selah Civil Service Commission. Further, any employee found by the Civil Service Commission to have been unjustly disciplined shall be made whole for any lost compensation, including accrued benefits.

22.3.2 Should any employee option to appeal a disciplinary action through other provisions of this Agreement's Grievance Procedure, the matter shall be handled in accordance with Section 23.3 and subsequent provisions of this Agreement. Any such appeal shall be presented to the Employer within ten (10) calendar days, exclusive of holidays, after the discharge, suspension or written warning notice, and if not presented within such period, the right of protest shall be waived

## **ARTICLE 23 - GRIEVANCE AND ARBITRATION PROCEDURE**

23.1 "Grievance" as used herein shall mean any dispute between the Employer and his employee's and/or the Union.

23.2 STEP I: An employee having a concern which he feels could be a grievance shall bring up the matter within fourteen (14) calendar days of the concern giving rise to the grievance, or fourteen (14) calendar days from the time such matter became known, or should have become known to the employee, or it shall be deemed waived. The employee is to first (1st) discuss the matter with his immediate supervisor, to provide an opportunity for clarification and/or appropriate adjustment, consistent with the terms of this Agreement. The employee shall have the option of being accompanied by his Union representative if he feels that it is necessary.

23.3 STEP II: If it is determined a grievance does exist and it is not resolved within the fourteen (14) calendar days of Step I, the grievance shall be reduced to writing and an attempt will be made to resolve the grievance with the Chief of Police, the grievant(s) and the Union, within fourteen (14) calendar days of the conclusion of Step I. If the grievance is not satisfactorily resolved within the additional fourteen (14) calendar days, then,

23.4 STEP III: The grievance shall be referred to a committee consisting of four (4) members, two (2) appointed by the Mayor and two (2) appointed by the Union. Such committee shall attempt to reach a majority decision on such dispute or grievance. If such committee fails to reach a majority decision on such dispute or grievance submitted to it within fourteen (14) calendar days, either party shall have the right to submit the dispute or grievance to arbitration.

23.5 STEP IV: If the matter is submitted to arbitration the parties shall select an impartial arbitrator within fourteen (14) calendar days after the request is made to arbitrate. If the parties fail to agree within this period upon an arbitrator who is able and willing to serve, either party may, within seven (7) calendar days thereafter request the Public Employees Relations Commission to submit a list of seven

(7) disinterested persons who are qualified and willing to act as an impartial arbitrator. From that list, within seven (7) calendar days after its receipt, the parties shall meet, whereupon the aggrieved party shall strike the first (1st) name, then each will alternately strike one (1) of the names submitted until only one name remains. The person whose name remains shall be selected as the sole arbitrator.

23.6 The arbitrator shall commence hearings within a reasonable period of time after his selection, and shall render his award in writing within thirty (30) calendar days. The award of the arbitrator, together with his written findings and conclusions shall be final and binding upon the parties to this Agreement and upon the complaining employee or employees, if any. The Arbitrator is not vested with the power to change, alter, or modify this Agreement in any of its parts.

23.7 The arbitrator's fees and expenses, the cost of any hearing room, shall be borne equally by the Employer and the Union. All other costs and expenses shall be borne by the party incurring them.

23.8 The Employer and the Union agree to comply with the time limitations set forth above and either party shall have the right to insist that the time limitations be complied with, provided, however, said time limitations may be waived by mutual agreement, but in no event shall failure to comply with the above time limits deprive the arbitrator of authority to decide the grievance.

## **ARTICLE 24 - UNIFORMS AND EQUIPMENT**

24.1 The Employer shall furnish employees with uniforms and equipment required to perform their assigned duties, including personal side arms. Initial issue of uniforms shall be provided by the Employer to employees, excluding detectives, (detectives shall receive a \$225 yearly clothing allowance in lieu of uniforms) for the following:

- 1-Identification card with photo
- 1-Identification ID holder
- 1-Selah Police Badge
- 3-Bratwear jumpsuits (choice of winter or summer)
- 1-Duty pants (formal dress occasions)
- 1-Short sleeve shirt (formal dress occasions)
- 1-Tie
- 1-Tie bar
- 1-Threat Level IIIA body armor
- 1-Out duty belt (choice of Sam Browne or Velcro)
- 1-Inner duty belt (choice of Sam Browne or Velcro)
- 1-Duty holster
- 4-Belt keepers
- 1-Double mag pouch
- 1-Glove pouch
- 1-Radio holder
- 1-Portable radio (Motorola or Kenwood)
- 1-Pepper spray holder
- 1-ASP expandable baton
- 1-ASP baton holder
- 1-Handcuff case (choice of single or double)

2-Handcuff sets  
1-Tuffy key holder  
1-M26 taser  
1-M26 taser holder  
1-M16 patrol rifle  
1-Stinger flashlight  
1-Stinger flashlight holder  
1-SL20 flashlight (full size)

\* for Department issue weapon only (see Section 24.4 below)

Any special or custom modifications would be at the officers' expense. Patches, badges (hard & cloth) and other equipment as deemed appropriate. Any item issued to one officer will be issued to all unless there is a specific reason or requirement to be met (i.e. bike patrol uniforms), as determined by the department, will be issued to qualified personnel.

24.1.1 All protective clothing and safety equipment required of employees in the performance of their duties shall be purchased by and remain the property of the Employer. Upon quitting or discharge, all property of the Employer shall be returned to the Chief of Police or his designee.

24.2 The Employer agrees to purchase and/or replace any uniforms and/or equipment specified in Section 24.1 above, at no cost to the employee. The determination as to serviceability shall be made by the Chief of Police or his designee.

24.3 The Employer agrees to provide for the cleaning and repair of uniforms and/or equipment specified in Section 24.1 above. The Employer agrees to replace footwear damaged in the line of duty.

24.3.1 It shall be the responsibility of each employee to maintain a presentable appearance at all times when on duty.

24.4 Handguns: The Department shall issue and each Officer shall carry as their duty firearm a Department owned: .45 caliber Glock model 21 or 21SF equipped with tru-glo night sights. Officers who currently carry their own .45 caliber Glock 21 or 21SF may continue to do so. An exception to this requirement would be an Officer's medical condition, as diagnosed by a doctor, and where as such diagnosis, it is the doctor's opinion that the Officer is precluded from using the Department owned .45 caliber Model 21 or 21SF, but would permit the use of another firearm. The Chief may grant an exception to this requirement on a case by case basis.

## **ARTICLE 25 - EDUCATIONAL AND LONGEVITY INCENTIVE**

25.1 It is agreed between the parties that education, when related to the job function, has intrinsic value to the employee and to the community in the performance of his or her service. Any regular full-time employee shall be eligible for and receive education incentive pay for college degrees earned while in service as an employee with the City of Selah. Any regular full-time employee who obtains a degree in Police Science or any other mutually agreed to field shall receive pay at the following scale:



Education Advancement	Additional Compensation per month
AA Degree	\$25.00
BA Degree	\$50.00
MA Degree	\$75.00

25.2 In no event will more than one (1) allotment of educational incentive pay be received by any one (1) employee.

25.3 Payment of said Educational Incentive Pay shall be made with the employee's regular pay check and will commence after complete reimbursement of employee tuition expense has been accounted for (the requirement that the eligibility requirement be met while in the employee of the City of Selah shall apply only to employees hired after January 1, 1998.)

25.4 Longevity Incentive Pay: Each full time employee of the bargaining unit shall receive longevity pay, based upon the schedule below as a separate check, less standard deductions. Time served shall include all time worked for the Employer as part of the Police or City of Selah. Longevity pay will be issued the Monday prior to Thanksgiving Day and it will be calculated on the gross annual salary as of November 15<sup>th</sup> of each year. After an employee has worked for the City for five (5) years and they separate employment for any reason, they will receive pro-rated longevity pay.

Length of Service:	Incentive Pay
0 to 60 months of service	0
61 to 120 months of service	2% of gross non-overtime salary
Over 120 months of service	5% of gross non-overtime salary

## ARTICLE 26 UNION ACTIVITY

26.1 Non-Discrimination: No employee shall be unlawfully discriminated against for upholding lawful Union principles. Any employee who works under the instructions of the Union or who serves on a committee shall not lose his job or be discriminated against for this reason, provided such activities do not interfere with the employee's duties. No employee shall suffer a reduction in wages or more favorable working conditions due to the signing of this Agreement.

26.2 Union Investigative and Visitation Privileges: The Business Representative of the Union, with the permission of the department head or his designee, may visit the work location of employees at any reasonable time and location for the purpose of investigating grievances. Such representative shall limit his activities during such investigations to matters relating to this Agreement; provided however, he shall not interfere with the operation of normal routine of any department.

26.3 Bulletin Board: The Employer agrees to provide suitable space to be used as a Union bulletin board. Posting by the Union on such board is to be confined to official business of the Union.

## ARTICLE 27 - GENERAL PROVISIONS

27.1 Medical Exams: Any physical examination, T.B. skin test, X-rays, required by the Employer shall be taken on Employer time whenever practical, and shall be paid by the Employer, provided said services are by a physician or institution specified by the Employer.

27.2 Standards: The Union recognizes the right of the Employer to establish such reasonable Employer rules as he may deem necessary, provided that such rules are not in conflict with the terms and provisions of this Agreement. Employees shall be made aware of such rules and are to be applied equally to all employees of the Employer.

27.3 Non-Discrimination: The Employer and the Union agree not to discriminate against any individual with respect to his hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age, or physical handicap to the extent provided by law, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of his race, color, religion, sex, national origin, age, or physical handicap.

27.4 Training: The employee shall continue to complete professional training and re-qualification requirements of the Employer, and as may be required by State regulations. The Employer will pay the actual training, travel, per diem. The per diem allowance is 10 breakfast, 12 lunch, and 17 dinner. High cost per diem is 11 breakfast, 13 lunch, and 19 dinner, for travel in Clallam, Grays Harbor, Island, Jefferson, King, Kitsap, San Juan, Snohomish, and Thurston Counties. We reserve the right to unilaterally increase these amounts and regular pay when an employee attends breathalyzer, dispatch, or other law enforcement training classes authorized or required by the Chief of Police, and such time will not be charged to his accrued leave. The Employer will reasonably attempt to schedule such mandatory training sessions for the on-duty time when practical. Training conducted within Yakima County shall not entitle an employee to reimbursement for travel and lodging expenses. For use of an employees personal vehicle, the City shall reimburse the employee at the current Internal Revenue Service mileage rate at the time travel expense is incurred.

27.5 Gender: Where masculine gender has been used in any provision of this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for any position, classification, or the benefits provided in this Agreement.

27.6 Only employees who are members of the bargaining unit shall perform work of the bargaining unit, except in the case of an emergency beyond the Employer's control, for the purpose of instruction, training, or to assist in the handling of special events.

## **ARTICLE 28 - PERSONNEL FILES**

28.1 Employee(s) shall have the right to review material in their personnel files maintained in the Employer's Personnel Office during regular business hours. The employee may have a representative of the Union accompany him if so desired. Upon request, copies of documents in the personnel file shall be provided to the employee.

28.2 The personnel file will contain all evaluation reports that have been completed by an authorized administrator, and such other material that would assist in evaluating the employee.

28.3 Materials judged by the employee to be negative and/or derogatory may be answered by the employee in writing. Such written response shall be attached to the material in question and become a part of the personnel file.

28.4 Personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files, including the personal photographs, shall be confidential and shall restrict the use of information in the files to official use by the Employer.

28.5 After three (3) years, an employee may request that derogatory material other than yearly evaluations be expunged from his file. Decisions on such request shall be made by the Chief of Police or his designee in consultation with the Union.

#### **ARTICLE 29 – NO STRIKE – NO LOCK OUT**

29.1 Strikes, slowdowns, work stoppages, or any other interference with the work by the employees are prohibited. The Employer may discharge and/or discipline any employee who violates this section. No employee shall be entitled to any pay and/or benefits for the period in which he/she is engaged in any strike, slowdowns, work stoppages or other interference with work. Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article. No lockout of employees shall be instituted by the Employer.


#### **ARTICLE 30 - SAVINGS CLAUSE**

30.1 If any Article or Section of the Agreement or any Appendixes thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement or any Appendixes thereto shall continue in full force and effect. The Article or Section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be re-negotiated for the purpose of an adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, the grievance procedure outlined in this Agreement shall be applicable.

**ARTICLE 31 - TERM OF AGREEMENT**

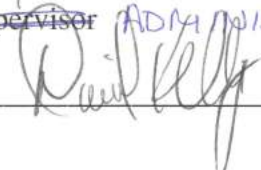
31.1 This Agreement shall be in full force and effect from January 1, 2014, and shall remain in full force and effect through December 31, 2018. Either party may, upon one hundred sixty (160) calendar days' notice prior to the date of expiration, give notice to terminate or amend to the other party. In the event only notice to amend is given, the Agreement shall remain in effect while the parties negotiate amendments.

**SIGNED FOR THE CITY:  
MUNICIPALITY OF SELAH**

By   
Mayor

Date 3-12-14

By 3/12/14  
City Supervisor ADMINISTRATOR

Date 

**SIGNED FOR THE UNION:  
TEAMSTERS LOCAL NO.760**

By   
Secretary-Treasurer

Date 3-11-14

## APPENDIX "A" - LINE/PATROL OFFICERS

### ARTICLE 1A - DEFINITIONS OF LINE/PATROL OFFICERS

1.A.1 A Commissioned Officer is one who is working and engaged in, limited to, activity which requires work outside the Selah Police facility. He shall be a commissioned line officer.

### ARTICLE 2A - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

2.A.1 The following salary schedule for Line/Patrol Officers shall be effective January 1, 2014:

<u>Classification:</u>	<u>Monthly</u>
Sergeant	\$6,231
MPO	\$5,419
First Class	\$4,892
Second Class	\$4,394
Third Class	\$4,136
Probationary	\$3,652

2.A.2 Beginning January 1, 2014 all Sergeants will be compensated at fifteen percent (15%) above the MPO wage rate. Beginning January 1, 2014, the Detective will be compensated at five (5) percent above the MPO wage rate.

The following shall apply for the remaining years of the agreement: 2015-2018.

The City and Union will create a committee consisting of two union and two management members: this committee will develop a new way in which employees will receive an annual Cost of Living Adjustment to his or her wages that will serve to reward good job performance.

The committee will meet at least quarterly to:

1. Monitor the performance evaluation system,
2. Make recommendations for modification / development,
3. Consider employee questions/appeals to performance standards.

Beginning in the year 2015 the baseline annual COLA will be 2.5% for four years, 2015 – 2018. The COLA increase that an employee will actually receive for any of these four years, however, can be adjusted and the percentage will either be less than, equal to, or greater than the 2.5% baseline, depending upon the employee's job performance during the previous year. The City guarantees that the average annual COLA for 2015- will be at least 2.5%.



The adjustment to the COLA shall work as follows:

- When an employee does not perform his or her job satisfactorily and does not meet the standards set for his or her position during the year, the employee will receive a COLA increase for the following year which is 25% or 50% less than the baseline, or in other words, the employee will receive a 1.875% or 1.25% COLA.
- When an employee satisfactorily performs his or her job and meets the standards set for his or her position, the employee will receive the baseline amount of 2.5% as that employee's COLA for following year.
- When an employee performs his or her duties at a high level and exceeds the standards set for his or her position, the employee will be rewarded and will receive a COLA increase for the following year which is 25% or 50% greater than the baseline percentage or, in other words, the employee will receive a between 3.125% or 3.75% COLA.

In order to see whether the performance based COLA, as described above, can be beneficial to both the City and to the employees-the City or the Union may opt-out each year; the opt-out in one year shall effect the next / succeeding year. This-change shall cause all employees to receive-the same cost of living each remaining year(s) of the agreement. The union will participate in this performance based COLA system for a minimum one year. If the Union opts out after the one-year period; the COLA will be 2.5% for the remaining years.

The Union and City shall in good faith endeavor to design and implement a performance based COLA system, as described above, effective by June 30, 2014. If the parties cannot mutually agree upon a performance based COLA system on or before that date, then the COLA will be 2% for 2015-2018. This date may be extended by mutual agreement.

The performance based COLA system shall be attached as an appendix to the collective bargaining agreement.

**APPENDIX "B" - MISCELLANEOUS POLICE DEPARTMENT EMPLOYEES**

**ARTICLE 1B - DEFINITION OF DISPATCH AND CLERICAL/MATRON EMPLOYEES**

1.B.1 A Miscellaneous employee is one who is working and engaged in, but not limited to, activity which requires work primarily within the Selah Police Facility. Said employee need not necessarily be civil service certified.

**ARTICLE 2B - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS**

2.B.1 The following salary schedule for Miscellaneous Police Department employees shall be effective January 1, 2014

<b><u>Classification:</u></b>	<b><u>Monthly</u></b>
Police Clerk I	\$3,889
Police Clerk II	\$3,520
Probationary Clerk	\$2,864

MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
THE CITY OF SELAH  
AND  
TEAMSTERS LOCAL UNION #760

This memorandum shall amend the current collective bargaining agreement of the City of Selah Police Department.

Article 2 Recognition shall be amended to include the Police Lieutenant and Police Chief in the recognition clause 2.1.

The additional Articles that shall apply to these positions shall be Article 3 Union Security and Dues Check-off, Article 14 Retirement Contribution-Industrial Accident Insurance, and Article 23 Grievance and Arbitration Procedure.

The Grievance procedure may only be accessed for suspension and termination disputes.

The Lieutenant and Chief shall have no voting rights on the collective bargaining agreement.

All other benefits and working conditions shall be as provided for by The City of Selah policy and procedure manual and or City ordinance.

Signed this 12 day of March, 2014.

  
\_\_\_\_\_  
John Gawlik, Mayor  
City of Selah

  
\_\_\_\_\_  
Leonard Crouch, Secretary/Treasurer  
Teamsters Local 760  
3-11-14

**Memorandum of Understanding  
By and Between  
Teamsters Local Union No. 760  
And  
The City of Selah**

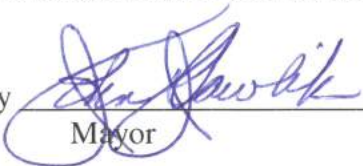
The City and the Union have mutually agreed to create and establish a policy for catastrophic leave to allow the employees of the City of Selah to donate leave to fellow employees with a catastrophic illness or injury. Below is the agreed upon language:

Policy for Catastrophic Leave/ Illness

Sick Leave/Annual Leave Sharing Program for Catastrophic Illness: A leave contribution program is established to permit employees of the City of Selah to transfer a specified amount of accumulated leave (vacation leave and sick leave) to another employee of the City of Selah. The recipient employee must have an extraordinary or serious illness or injury; have depleted or shortly will deplete all leave reserves, (vacation leave, sick leave; and not be eligible for industrial insurance benefits. The donating employee may not request a transferred amount that would result in their leave balance falling below ten (10) days. Unused leave is returned to the donating employees on a pro-rata basis. This provision shall be administered by City Hall. Leave time shall not be transferred without a written request signed by the donating employee, on such a form as shall be provided by the City Hall.

Dated this 12<sup>th</sup> day of March, 2014.

**SIGNED FOR THE CITY:  
MUNICIPALITY OF SELAH**

By   
Mayor

**SIGNED FOR THE UNION:  
TEAMSTERS LOCAL UNION NO. 760**

By   
Secretary-Treasurer 3-11-14