

COLLECTIVE BARGAINING AGREEMENT

By and Between the

City of Selah, Washington



And

Teamsters Local Union No. 760



Representing the

**Sergeants and Police Officers
of the Selah Police Department**

JANUARY 1, 2024 THROUGH DECEMBER 31, 2026

ORIGINAL

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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 and regular part-time commissioned Police Officers and Sergeants of the Selah Police Department.
- A. The Union shall be recognized as the sole and exclusive bargaining representative with regard to the Lieutenants, Deputy Chief and the Chief of Police only for the purposes of Article 3, Union Security and Dues Check-off, and Article 14, Retirement Contribution-Industrial Accident Insurance.
- B. The Lieutenants, Deputy Chief and the Chief of Police shall have no voting rights under the Collective Bargaining Agreement and the respective wages, hours, working conditions and benefits of each position shall be defined by the City of Selah's applicable policies, ordinances and resolutions which shall not be subject to negotiation on their behalf.

ARTICLE 3 – UNION SECURITY AND DUES CHECK-OFF

- 3.1 Employees of the Employer covered by this Agreement may, following the beginning of such employment join the Union.
- A. The Union agrees to represent all employees within the bargaining unit without regard to Union membership. The Union shall provide the Employer with thirty (30) calendar days' notice of any change in the dues structure and/or the initiation fee structure.
- B. The Union and the employee may enter into an agreement to provide for a division of the costs incurred, should the employee request the Union's assistance in pursuing a grievance on the employee's behalf. If such employee pursuant to this Section requests the Union to use the Grievance and Arbitration Procedure on his/her behalf, the Union is authorized to charge the employee for the reasonable cost of using such procedure. However, subparagraph B does not apply to the Lieutenants, Deputy Chief and the Chief of Police, because such positions do not have any right to file a grievance.
- 3.2 When the Employer hires a new employee, the Employer shall, within fourteen (14) 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. The Employer will inform new, transferred, promoted, or demoted employees in writing prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status. The Employer will furnish the employees appointed into bargaining unit positions membership materials supplied by the Union. The Employer will inform employees in writing if they are subsequently appointed to a position that is not in a bargaining unit. Per statute, Union representatives shall be given thirty (30) minutes' paid time with each new employee to discuss union membership.

3.3 Dues Cancellation

An employee may cancel payroll deduction of dues by written notice to the Employer and the Union. The cancellation will become effective on the second payroll after receipt of the notice.

3.4 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, 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 agrees to defend and hold the Employer harmless against all suits, orders or judgments brought or issued which may arise from the Employer making a good faith effort to administer 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/her 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.

- A. Employees shall have the right to have a witness/representative present at any meeting or conference with a supervisor or administrator that the employee feels may adversely affect his/her conditions of employment. When an employee requests a witness/representative, the meeting will be scheduled or adjourned until the witness/representative can be in attendance; provided the meeting shall occur within seven (7) working days, unless timelines are extended by mutual agreement.
- B. Nothing herein shall be construed to preclude the supervisor or manager from formally meeting, counseling, and consulting with an employee in confidence.
- C. 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 Employees: A Regular Part-Time Employee is one who is authorized by the City Council, has served his/her 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 Agreement 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/her 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/her years of service, and who accrues the full benefits and conditions of this Agreement.
- 5.3 Probationary Employees: A Probationary Employee shall be defined as any new hire who has not completed two thousand eighty (2,080) straight time compensable hours of service with the Employer since his/her satisfactory graduation from the Basic Law Enforcement Academy (BLEA).
- 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. A confidential employee will be under the direct authority of the Mayor or Mayor's designee.
 - A. 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 confidential employees 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) hours per week when temporary labor is used. The temporary labor shall only be used in the dispatch/clerical position. A temporary laborer may pay union dues but not the initiation fee until he/she becomes a regular employee.

ARTICLE 6 - SENIORITY

- 6.1 No employee shall acquire seniority until he/she has become a Regular Full-Time Employee or Regular Part-time Employee under this Agreement. A regular employee is one who has successfully completed his/her 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:
- A. Voluntarily leaves the service of the Employer;
 - B. Is discharged for just cause;
 - C. Is laid off for a period exceeding eighteen (18) consecutive calendar months; or
 - D. Is injured in the line of duty and is unable to return to duty by virtue of the injury for a period exceeding twelve (12) consecutive calendar months.
- 6.4 Layoff & Recall: 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.

A. Officers shall be eligible to test for an open Sergeant position or promotional list upon completing three (3) years of prior commissioned law enforcement experience, with at least one (1) year of such experience being with the Selah Police Department.

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/her 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 employees who work full time may accumulate sick leave without limit, but accumulated sick leave cannot be taken as annual leave nor compensated for in money or other means for any employee at any time unless specified herein.

A. For sick leave accrual purposes, a "day" shall be defined as the same as the shift that the Officer is primarily assigned to work. As examples: if the Officer is assigned to primarily work eight 8- hour shifts during a month, the Officer shall be credited with eight (8) hours of sick leave for the month; or if the Officer is assigned to work 10-hour shifts during a month, the Officer shall be credited with ten (10) hours of sick leave for the month.

1. Officers primarily assigned to work shifts of 10-hours-and-40-minutes during a month shall be credited with ten (10) hours of sick leave for the month.

B. Employees who work less than full time 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.

C. A deduction of one (1) day of sick leave credit shall be made for each full day's absence. The rate of sick leave pay shall be the same per day as that paid the employee per working day.

D. Sick Leave Conversion Upon Retirement 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 each four (4)

full days of accrued sick leave being converted to one (1) full day of pay at the employee's final rate of pay, subject to a maximum of 180 days of sick leave being converted to a maximum of 45 days of pay. If the employee desires, such pay may be placed into the employee's VEBA account or similar fund as provided by the City under applicable tax rules.

E. Sharing Program for Sick Leave and/or Vacation Leave: A leave contribution program is established to permit employees of the City of Selah to transfer a specified amount of accumulated leave (sick leave and/or vacation leave) to another employee of the City of Selah. The recipient employee must have an extraordinary or serious illness or injury and must have already depleted or be projected to shortly deplete all of his/her leave reserves and benefits (sick leave and vacation leave, and also industrial insurance benefits). The donating employee may not request a transferred amount that would result in his/her balance falling below ten (10) days. Unused leave is returned to the donating employee 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 City Hall.

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

A. For the purpose of being absent from work and utilizing sick leave, the Employer shall comply with state law requirements as defined by 49.46 RCW and applicable Washington Administrative Codes.

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 Use of Sick Leave for 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, wake, other remembrance, or final visitation of an immediate family member. "Immediate family" shall include a spouse, domestic partner, child, stepchild, parent, sibling, aunt, uncle, first cousin, grandparent, grandchild, or step-grandchild, either of the employee or of the employee's spouse or domestic partner, and also any other person living in the same household as the employee. Two (2) additional days off may be granted by the Chief of Police in cases where the employee needs to travel out of town (defined as more than one hundred miles to the location) or where special

circumstances warrant. All bereavement days shall be deducted from the employee's sick leave bank.

- 7.6 Any employee using sick leave exceeding three (3) or more consecutive regularly scheduled work days, or who knows he/she will need accommodation for intermittent scheduling due to qualifying medical reasons, shall report such need to his/her supervisor. The Human Resource Manager should be notified by the supervisor. This leave shall be provided in accordance with Washington's Family Care Act (WFCA), Washington's Family Leave Act, and the Federal Family Medical Leave Act.
- 7.7 Employees may use sick leave when caring for any dependent, including but not limited to children under the age of eighteen (18), where the employee's presence is necessary due to an illness, medical appointment, or other type of care appointment.
- 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/her employment for a period not exceeding twenty-one (21) 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/she 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/her 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 the effective date.
- 7.10 Washington Paid Family & Medical Leave (WPFML): The employer will permit the coordination of benefits where applicable, specifically the use of accrued sick leave and/or vacation time as supplemental benefits to make the employee "whole" in addition to the Washington Paid Family & Medical Leave benefit.
- A. Where the use of WPFML reduces the hourly benefits below the eighty (80) hour requirement for medical benefits as required in Article 16, the Employer shall notify the employee that no contributions will be made for the next month. The employee may qualify for the disability provision (Section 16.1.A), COBRA coverage or self-pay option.
1. An employee may reduce his/her WPFML participation to eighty (80) hours and increase his/her use of accrued leave to eighty (80) hours to continue coverage as provided by this Agreement.

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/her employment, in any municipal, county, state or federal court, he/she shall advise the Employer upon receipt of such call or subpoena, and if taken from his/her work for such service, shall be reimbursed as provided herein for any loss of wages while actually performing such service; providing he/she remits to the Employer his/her 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/she shall report as soon as possible to his/her Employer for the purpose of working the balance of his/her special (jury duty or subpoenaed witness) shift. This special shift shall be consistent with the court appointed time.

ARTICLE 9 - HOURS OF WORK – OVERTIME - CALLBACKS

9.1 Workdays & Work Weeks Defined:

- A. 5/8's Shift: When a 5/8's shift is applicable, eight (8) consecutive hours, inclusive of a one meal period and all applicable rest periods, shall constitute a workday; and five (5) consecutive days, Monday through Sunday, shall constitute a work week.
- B. 4/10's Shift: When a 4/10's shift is applicable, ten (10) consecutive hours, inclusive of one meal and all applicable rest periods, shall constitute a workday; and four (4) consecutive days, Monday through Sunday, shall constitute a work week.
- C. Shifts of 10:40 Duration: When a police officer is scheduled to work a shift of ten hours and forty minutes duration (10:40), 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 (1&1/2) times the employee's regular straight time hourly rate. The twenty-eight-day work period shall consist of fifteen (15) scheduled workdays of ten hours and forty minutes (10:40) per day. (A 10:40 shift may be recorded as a 10.66 for time keeping purposes.)

1. Salary Basis: Individuals working this schedule shall be on a monthly salary, consistent with the Example set forth below:

Example: A First-Class officer making \$26.99 per hour and working 2,080 hours per year earns \$56,136.00 gross per year, and \$56,136.00 divided by 12 months per year equates to \$4,678.00 gross salary per month. This would be the straight time monthly salary without overtime.

- 9.2 Shift Changes/Rotations: In the event of a shift change and/or rotation, the Employer shall provide a minimum of forty-eight (48) consecutive hours off to each impacted employee as regular time off, and the impacted employees shall not be subject to call-backs during such time. 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.
- 9.3 Meal and Rest Periods: Each work shift shall include a 30-minute paid meal period as near to the middle of the shift as possible and, also, one (1) 15-minute rest period per each one-half (1/2) of the assigned shift that shall be taken at the employee's discretion unless directed otherwise by a supervisor and also not taken sooner than one (1) hour from the start of the employee's assigned shift.
- 9.4 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, workdays, and hours.
- 9.5 When presented with an emergency beyond its control, the Employer may alter the assigned work hours by giving prompt notification to the impacted employees. The Employer shall not reschedule assigned work shifts for purposes of avoiding payment of overtime.
- 9.6 Employees may exchange shifts when unforeseen circumstances arise provided, they first request and receive approval in writing from their immediate supervisor. Such an exchange in shifts shall not, by itself, constitute a basis for entitlement to overtime compensation.
- 9.7 Overtime: All work performed in excess of the workday and/or work week and that was authorized in advance by the supervisor authorized to sign overtime, shall be compensated for at one and one-half (1&1/2) times the employee's regular straight time hourly rate or converted to comp time as specified below.
- A. Conversion to Comp Time. The employee may, at his/her option, take equivalent time off ("comp time") on the basis of one and one-half (1&1/2) hour of compensatory time off for each one (1) hour of overtime that was 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. The cash out in December shall be mandatory, and no compensatory time will be rolled over to the following year. All compensatory time off must be scheduled seven (7) days in advance unless an emergency exists in which case the Chief or designee may waive the seven (7) day notice.
- B. Payment of overtime shall occur in increments of one-quarter (1/4) hour, with any partial increment that is eight (8) minutes or longer also being paid as one-quarter (1/4) hour.

C. There shall be no compounding of overtime.

9.8 Callbacks and Callouts: An employee who is required to return to duty, or has been subpoenaed to testify in court relating to his/her assigned duties, after having completed his/her 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/her straight-time hourly rate of pay.

A. Prior to a Shift: 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/her regular straight-time hourly rate of pay for the amount of time that he/she actually works prior to his/her regular shift, and then shall also be allowed to complete his/her regular shift.

B. Between Shifts: An employee who is required to return to work between scheduled shifts shall be guaranteed a minimum of two (2) hours pay at one-and-one-half (1&1/2) his/her their regular straight-time hourly rate of pay for all hours that he/she actually works between scheduled shifts, and then shall also be allowed to complete each of his/her regular shifts.

C. On Regularly Scheduled Days Off: An employee who is required to return to work on a day that he/she was scheduled to be off shall be guaranteed a minimum of four (4) hours pay at one-and-one-half (1&1/2) times their his/her straight-time hourly rate of pay for all hours worked on a day that he/she was scheduled to be off, and then shall also be allowed to complete each of his/her regular shifts.

D. During Vacation: An employee who is required to return to work during a day that he/she was scheduled to be on vacation shall be guaranteed a minimum of six (6) hours pay at one-and-one-half (1&1/2) times his/her regular straight-time hourly rate of pay for all hours worked on a day that he/she was scheduled for vacation, and then shall also be allowed to complete each of his/her regular shifts. 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, which is incorporated into this Agreement by this reference.

ARTICLE 11 - PAY ARRANGEMENTS

11.1 Each employee shall be paid all monies earned for the preceding semi-monthly payroll period by the end of his/her regular shift no later than the seventh (7th) and the twenty-second (22nd) of each month, or, no later than the last non-weekend and non-Holiday

date that precedes the seventh (7th) or the twenty-second (22nd) in the event that the seventh (7th) or twenty-second (22nd) falls on a weekend or Holiday date. 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/her wage rate, hours paid, and other compensation payable to him/her as well as any and all deductions from his/her 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.

ARTICLE 12 – ANNUAL LEAVE

12.1 All regular employees shall accrue and be granted annual leave according to the following schedule:

Continuous Service	Vacation Hours per Month	Holidays Hours per Month
	Accrual Rate	Accrual Rate
0-60 Months	8	8
61-120 Months	11	8
121-180 Months	13	8
181-240 Months	15	8
241+ Months	17	8

- A. A Regular Part-Time Employee who is eligible shall accrue annual leave on a pro-rata basis calculated based upon the employee’s compensated hours in the previous month versus one hundred sixty (160) hours.
- B. Prior to the completion of the Field Training Officer Program, annual leave may not be taken unless prior approval, in writing, is granted by the Chief of Police.
- C. The following holidays are recognized as being those for which annual leave is granted:

New Years Day	Labor Day
M.L. King’s day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Day Following Thanksgiving
Juneteenth	Christmas Day
Independence Day	Floating holiday (1)

- D. An employee earns a full day of annual leave for their first (1st) month of employment if he/she is placed on the payroll on or before the fifteenth (15th) of the month and works continuously through the rest of the month. A terminating employee does not receive annual leave credit for the month in which he/she terminates unless he/she actually works continuously through the fifteenth (15th) of the month in which he/she terminates.
- 12.2 Given the nature of the 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 ninety-six (96) hours (which equates to twelve (12) 8-hour days) of holiday time with pay effective January 1st annually. Holiday time must normally be taken during the calendar year in which it is accrued, or the leave time will lapse effective at 11:59 p.m., December 31st, unless one of the circumstances specified in Article 12 otherwise applies.
- 12.3 Though holiday time is credited in total at the beginning of the calendar year, it shall be earned at the rate of eight (8) hours per month. An employee entering or leaving City service during the calendar year will have his/her holiday time pro-rated accordingly. An employee leaving City employment for any reason shall have the appropriate payment or deduction reflected in his/her 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/her request for leave has been denied, unless reasonable opportunities for leave have been refused by the employee.
- 12.5 Annual leave is accrued at the previously stated rates in Section 12.1. However, only up to 240 hours of accrued annual leave will roll over from year to year. Should an employee be denied usage of annual leave (being denied in November and December does not apply) any requested leave, in excess of 240 hours, will be paid to the employee as of the last pay period in December of the given year.
- 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/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 designee may waive the twenty (20) day advance notice provided the Employer can maintain sufficient staffing requirements. Such a waiver will be considered on a case-by-case basis and will not establish precedent.
- A. 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.

B. All requests for annual leave usage are subject to approval by the Chief of Police or 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/her 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 Contributions to the Western Conference of Teamsters Pension Trust: Effective as specified below, the bargaining unit members have designed a portion of their respective pre-tax hourly wages to be diverted from their hourly pay, and instead to be contributed on behalf of each member into the Western Conference of Teamsters Pension Trust, for every compensable hour, excluding overtime and compensatory time hours, for which compensation is paid to him/her; provided further that, for this purpose, compensable hours shall not exceed one hundred ninety (190) straight time hours per month, and also shall not exceed a maximum of two thousand eighty (2,080) straight time hours per year.

A. 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 and Probationary Employees, and

also all temporary labor who receive compensation. No contributions shall be paid for seasonal workers.

- 14.3 Effective April 1, 2024, based on March 2024 hours, the employer agrees to pay the full contribution rate of One Dollar and Seventy Cents (\$1.70) per compensable hour into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour from which compensation is paid.
- 14.4 Effective January 1, 2025, based on December 2024 hours, the employer agrees to pay the full contribution rate of One Dollar and Eighty Cents (\$1.80) per compensable hour into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour from which compensation is paid.
- 14.5 Effective January 1, 2026, based on December 2025 hours, the employer agrees to pay the full contribution rate of One Dollar and Ninety Cents (\$1.90) per compensable hour into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour from which compensation is paid.

ARTICLE 15 - LIABILITY INSURANCE

- 15.1 The Employer agrees to either provide insurance coverage on behalf of the employees (which may occur via a municipal risk pool such as the Washington Cities Insurance Authority) or to provide liability defense for employees, or a combination thereof, in order to reasonably protect and indemnify employees from liability to third-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:
 - A. Medical Plan: Effective January 1, 2024 based on December 2023 hours, the Employer agrees to pay monthly contributions for medical insurance with 9-month disability waiver, dental and vision benefit Plans.
 1. Washington Teamsters Welfare Trust Medical Plan Z (2024 contribution rate is \$1,374.70).
 2. Washington Teamsters Welfare Trust 9 Month Disability Waiver Plan (2024 contribution rate is \$11.40).
 - B. Dental Plan: Effective January 1, 2024, Washington Teamsters Welfare Trust Dental Plan A (2024 contribution rate is \$120.50).

- C. Vision Plan: Effective January 1, 2024, Washington Teamsters Welfare Trust Vision Plan (2024 contribution rate is \$17.10).
 - D. Retiree Welfare Trust Plan (RWT – XL Plus): Effective upon ratification by both parties and trust approval, based on December 2023 hours, the Employer agrees to contribute on behalf of each employee up to \$175.00 per month to provide for the RWT - XL Plus plan, if approved by the RWT Trust. If not approved, the Employer agrees to contribute on behalf of each employee the amount necessary, up to \$175.00 per month, to provide for the RWT XL plan (non-plus).
- 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 that it will pay any increase in contribution rates as required by the Trustees of the employee benefit trusts to maintain these benefits.
- 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/her, 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 childcare 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 one-and-one-half percent (1.5%) of each employee's current salary.
- 17.5 The City will provide a \$750.00 VEBA contribution to each employee, first paycheck in January annually.

- 17.6 The Employer will pay for and maintain a group term life insurance policy for active-duty officers of no less than \$100,000.00 for each officer. This policy is not portable and terminates immediately when an employee is no longer working for the City of Selah.
- 17.7 Employee Assistance Program (EAP): The Employer will establish an employee assistance program whereby any employee may self-nominate to attend confidential counseling sessions for themselves or any of their dependents. Additionally, the City commits to paying the related fees associated with the aforementioned sessions, up to three (3) times per year, per individual, per unrelated issue.

ARTICLE 18 - REMITTANCE FOR EMPLOYEE BENEFIT PLANS

- 18.1 The total amount due for each calendar month for each of the employee 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 the preceding month.

ARTICLE 19 - FRINGE BENEFIT BOOKLETS & SELF-PREMIUM PAYMENTS

- 19.1 Each employee has been provided with a copy of this Agreement and current copies of the various fringe benefit booklets for the plans named in Articles 16 and 17. It is the responsibility of the employee to read these fringe benefit booklets in order to familiarize himself/herself with the various plans and determine when he/she will become eligible for each benefit. If an employee misplaces any of the plan booklets, he/she 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/herself and dependents.

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/or 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 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/her 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/her employment, illegal possession and/or use of a federally designated drug, 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.
- 22.3 Any employee who is subject to discharge, suspension, or written warning notice, may seek appeal through either of the following procedures. The employee's choice of appeal procedure shall be irrevocable.
- A. At the employee's option, an appeal can be made through this Agreement's Grievance and Arbitration Procedure, and 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.

- B. Alternatively, the employee may choose to appeal the matter through the Selah Civil Service Commission, and the matter shall then be handled in accordance with applicable procedures as contained in the rules and regulations of 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. Any employee found by the Civil Service Commission to have been unjustly disciplined shall be made whole for any lost compensation, including accrued benefits.

ARTICLE 23 - GRIEVANCE AND ARBITRATION PROCEDURE

- 23.1 "Grievance" as used herein shall mean any dispute between the Employer and an employee of the bargaining unit and/or between the Employer and the Union.
- 23.2 STEP 1: 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/her 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/her Union representative if he/she feels that it is necessary.
- 23.3 STEP 2: If it is determined a grievance does exist and it is not resolved within the fourteen (14) calendar days of Step 1, 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 1. If the grievance is not satisfactorily resolved within the additional fourteen (14) calendar days, then,
- 23.4 STEP 3: 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 4: 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.

- A. Matters involving discipline of a commissioned law enforcement officer submitted to arbitration to PERC shall be handled in accordance with state law
- 23.6 The arbitrator shall commence hearings within a reasonable period of time after his/her selection and shall render his/her award in writing within thirty (30) calendar days. The award of the arbitrator, together with his/her 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, and 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 \$500.00 yearly clothing allowance in lieu of uniforms) for the following:

- 1-Identification card with photo
- 1-Identification ID holder
- 1-Selah Police Badge
- 3- Fitted 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- Outer Duty belt
- 1-Inner duty belt
- 1-Duty holster
- 4-Belt keepers
- 1- Mag pouch – double or triple at (officer's choice)
- 1-Radio holder
- 1-Portable radio
- 1-Pepper spray holder
- 1-ASP expandable baton
- 1-ASP baton holder

- 1-Handcuff case (choice of single or double)
- 2-Handcuff sets
- 1-Taser
- 1-Taser holder
- 1-AR15 Rifle with suppressor
- 1-Flashlight holder
- 1-Flashlight

- A. 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.
- B. 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 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 designee.

24.3 The Employer agrees to provide for the cleaning and repair of uniforms and/or equipment specified in Section 24.1 above. Upon initial hire and January each year thereafter, the Employer agrees to provide \$225.00 per employee for footwear. Additionally, the Employer will replace footwear damaged in the line of duty.

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

24.4 Handguns & Rifle: The Department shall issue, and each Officer shall carry as his/her duty firearms a Department-owned pistol and rifle. The pistol shall be equipped with a night sight and/or reflex type sights. The rifle shall be equipped with a sound suppressor.

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 community and to the employee in the performance of his/her service. Any Regular Full-Time Employee shall be eligible for and receive educational incentive pay for college degrees earned at the following scale:

Education Advancement	Additional Compensation per month
AA Degree(s):	2% of base pay
BA or BS Degree(s):	4% of base pay
MA, MS, or Higher Degree(s):	6% of base pay

- 25.2 In no event will more than one (1) allotment of educational incentive pay be received by any one (1) employee.
- 25.3 Each Regular Full-Time Employee with an AA, BA, BS, MA, MS or higher Degree from an accredited institution at the time of ratification of this Agreement by both parties shall automatically qualify for and receive educational incentive pay under Section 25.1, irrespective of field of study and the arguable extent to which such degree(s) relate to job function. A degree earned by any Regular Full-Time Employee after ratification of this Agreement and/or a degree possessed by an employee who becomes a Regular Full-Time Employee after ratification of this Agreement will qualify for educational incentive pay under Section 25.1 only if the degree is sufficiently related to the job function, and any disagreement between the City and the Union regarding such determination will be handled through the grievance process.
- 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 City of Selah. Longevity pay will be issued the Monday prior to Thanksgiving Day and it will be calculated on the annual base pay (not including overtime) as of November 15th of each year. After an employee has worked for the City for five (5) years and then separates employment for any reason, he/she will receive pro-rated longevity pay.

Length of Service:	Incentive Pay
0-60 months of service	Zero
61-120 months of service	3% of annual base pay
121-180 months of service	5% of annual base pay
181-240 months of service	6% of annual base pay
240+ months of service and over	8% of annual base pay

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/her 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 Chief of Police or designee, may visit the work location of an employee at any reasonable time and location for the purpose of investigating grievances. Such Representative shall limit his/her activities during such investigations

to matters relating to this Agreement; provided however, he/she shall not interfere with operations or normal routine.

- 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, and/or 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 the Employer 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 the rules 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 hiring, compensation, terms or conditions of employment because of such individual's race, color, heredity, ethnicity, national origin sex, sexual orientation, gender, gender identity, religion, creed, age lesser than forty (40), marital status, family status, relationship status, veteran status, actual or perceived disability, and/or necessity of reasonable accommodation(s), nor will the Employer limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of one or more of such factors.
- 27.4 Travel and 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 costs of the training classes, including approved travel and lodging expenses. The Employer shall provide a city-owned vehicle for travel use by the employee for training whenever possible, and will reimburse travel expenses when an employee uses his/her personal vehicle. The Employer shall provide the use of a City credit card for lodging expenses during training whenever possible and will reimburse lodging expenses when incurred personally by an employee. The Employer shall pay per diem meal rates to the employee. The general per diem rates are \$14.00 for breakfast, \$18.00 for lunch, and \$30.00 for dinner. The Employer may increase the per diem amounts when an employee attends meetings or training classes in designed high-cost areas or when training or meetings are held at specific high-costs locations, when authorized or required by the Chief of Police and/or City Administrator.
- A. When per diem rates are utilized, the employee shall be paid each diem amount, and no receipts shall be required. Employees shall not be required to account for expenses or justify the use of per diem dollars by completing expense reports

upon returning from training or meetings. When increased amounts are authorized, the Employer may authorize the use of a City credit card and/or require receipts for reimbursement. In those cases, the employee shall be required to provide receipts and follow City policy.

1. Per diem checks shall be provided to employees when requested and authorized by the Chief of Police at least seven (7) calendar days in advance.

B. Training time will not be charged to an employee's 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 employee's 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 one or more specific genders have been used in any provision of this Agreement, such usage is solely for the purpose of illustration and shall not in any way be used to designate or limit the gender(s) of any employee who is eligible for any position, classification, or the benefits provided in this Agreement.

27.6 Bargaining Unit Work: Only employees who are members of the bargaining unit shall perform work of the bargaining unit, except (a) in the case of an emergency beyond the Employer's control; and/or (b) for the purpose of instruction, training, or to assist in the handling of special events.

27.7 Federal Law Enforcement Officer Safety Act 18USC926C. The Employer agrees to issue photographic identification to all retired members of the Selah Police Department who meet the criteria established by the Federal Law Enforcement Officers Safety Act (LEOSA) as currently enacted or later revised, and any equivalent replacement or successor.

A. The Employer agrees to authorize the retired members of the Selah Police Department the opportunity qualify on an annual basis with a department certified firearms instructor, provided the retired member may be required to sign any waiver required and provide his/her own ammunition.

B. The Chief of Police shall be authorized to open the qualification to other retired Law Enforcement Officers at his/her sole discretion, provided there is no additional expense to the City of Selah.

ARTICLE 28 - PERSONNEL FILES

28.1 Each employee shall have the right to review material in his/her personnel files during regular business hours. The employee may have a representative of the Union accompany him/her if so desired. Upon request, copies of documents in the personnel file shall be provided to the employee.

- 28.2 The personnel files will contain all evaluation reports 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 files.
- 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 Disciplinary Records
- A. Warnings, Counseling.
1. Warning, counseling, and verbal reprimands that are documented shall only constitute an "active" part of the employee's disciplinary record for a duration of one (1) year for the purpose of future progressive discipline.
- B. Minor Discipline.
1. Instances of minor discipline, including but not limited to a written reprimand or suspension for a duration not exceeding forty (40) hours, shall only constitute an "active" part of the employee's disciplinary record for a duration of three (3) calendar years for the purpose of future progressive discipline.
- C. Major Discipline.
1. Instances of major discipline, including but not limited to suspensions exceeding forty (40) hours, demotions, and terminations, shall constitute an "active" part of the employee's disciplinary record indefinitely for the purposes of future progressive discipline.
- D. Public Records: The Union agrees that the Employer is required to maintain all disciplinary records according to state statutes and the Public Records Act (RCW 42.56) of the State of Washington.

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 sentence, clause, Article or Section of this Agreement or any portion of the Appendixes hereto should be held partially invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement and the balance of the Appendixes shall continue in full force and effect. The Article, Section or portion 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, 2024 and shall remain in full force and effect through December 31, 2026. 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.
- 31.2 This Agreement shall be governed by 41.56 RCW and the rules as set by the Public Employees Relations Act for public employees.

SIGNED FOR THE CITY:
MUNICIPALITY OF SELAH

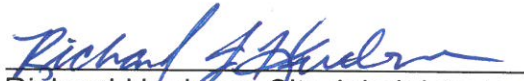
By 
Roger Bell, Mayor

Date 4-9-24

SIGNED FOR THE UNION:
TEAMSTERS LOCAL UNION NO. 760

By 
Richard A. Salinas, Secretary Treasurer

Date 3.27.24

By 
Richard Huebner, City Administrator

Date 04/10/2024

ORIGINAL

APPENDIX A

ARTICLE 1A

1.A.1 The following compensation schedule for employees of this bargaining unit shall be effective January 1, 2024. Although this Agreement will be voted upon, ratified and become effective subsequent to such effective date, the parties agree that employees shall receive retroactive pay for any hours worked or taken as paid leave from January 1, 2024, through the date that this Agreement becomes effective, as allowed by RCW 41.56.950 and other law and consistent with the parties' during-negotiation interim understanding that retroactivity would occur. The Employer shall issue all retroactive payments, less ordinary withholdings and deductions, prior to or concurrently with the second payroll following the effective date of this Agreement.

2024	5.5% increase above the 2023 rates.
2025	5.0% increase above the 2024 rates.
2026	4.5% increase above the 2025 rates.

Classification	Monthly Base Compensation Rate			
	2023	2024	2025	2026
Sergeant	\$7,954	\$8,391	\$8,811	\$9,208
Detective	\$7,158	\$7,552	\$7,930	\$8,287
Master Patrol Officer (49+ Months)	\$6,917	\$7,297	\$7,662	\$8,007
1 st Class (37-48 Months)	\$6,243	\$6,586	\$6,915	\$7,226
2 nd Class (25-36 Months)	\$5,609	\$5,918	\$6,214	\$6,494
3 rd Class (13-24 Months)	\$5,279	\$5,569	\$5,847	\$6,110
Probationary (0-12 Months)	\$4,662	\$4,918	\$5,164	\$5,396

1.A.2 All Sergeants will be compensated at fifteen percent (15%) above the Master Patrol Officer rate. The Detective will be compensated at three-and-one-half percent (3.5%) above the Master Patrol Officer rate.

1.A.3 Employees will automatically advance to the next higher classification after serving for twelve (12) calendar months at a lower classification, until they have reached the Master Police Officer classification. Employees on entry level probation will advance after twelve (12) calendar months. The probationary employee definition and requirements outlined in Article 5-Definitions do not apply to the classification for pay steps as outlined in this Agreement.

WASHINGTON TEAMSTERS WELFARE TRUST SUBSCRIPTION AGREEMENT

COLLECTIVE BARGAINING AGREEMENT PROVIDING FOR PARTICIPATION IN TRUST

The Employer and Labor Organization below are parties to a Collective Bargaining Agreement providing for participation in the above Trust. An enforceable Collective Bargaining Agreement must exist as a condition precedent to participation in the Trust.

City of Selah - Police Department

Teamsters Local Union 760

Employer Name
115 W Naches Ave

Labor Organization (Union) Name
1211 W Lincoln Ave

Address
Selah WA 98942
City State Zip Code

Address
Yakima WA 98902
City State Zip Code

COLLECTIVE BARGAINING AGREEMENT

The parties' Collective Bargaining Agreement is in effect from: 1.1.24 to: 12.31.26

New Account Renewal — Account No. 105510 Approximate No. of Covered Employees _____

INFORMATION CONCERNING EMPLOYER'S BUSINESS

Employer EIN (Tax ID No.) _____

Employer is: Public Entity Corporation - State of _____ Partnership Sole Proprietorship LLC

If Partnership or Sole Proprietorship, provide name/s of the owner or partners: _____

BENEFIT PLAN(S) DESIGNATED IN COLLECTIVE BARGAINING AGREEMENT

The Collective Bargaining Agreement provides that contributions will be made to the Trust on behalf of all employees for whom the Employer is required to contribute under the Trust Operating Guidelines for the purpose of providing such employees and their dependents with the following benefit plan(s): (The undersigned parties acknowledge the receipt of a copy of the Trust Operating Guidelines which by this reference are made a part hereof.)

<u>COVERAGE IN BARGAINING AGREEMENT</u> (For renewals, list all coverages, not just changes)		<u>Monthly Rate</u>
Medical Plan	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input checked="" type="checkbox"/> Z	\$ 1374.70
Life/AD&D	<input type="checkbox"/> A - \$30,000 Employee/\$3,000 Dependent	\$
	<input type="checkbox"/> B - \$15,000 Employee/\$1,500 Dependent	
	<input type="checkbox"/> C - \$5,000 Employee/\$500 Dependent	
Weekly Time Loss	<input type="checkbox"/> E - \$500 <input type="checkbox"/> A - \$400 <input type="checkbox"/> B - \$300 <input type="checkbox"/> C - \$200 <input type="checkbox"/> D - \$100	\$
Disability Waivers	<input checked="" type="checkbox"/> Additional 9 months Disability Waiver of Contributions - Medical only	\$ 11.40
Domestic Partners	<input type="checkbox"/> Domestic Partners – Medical	\$
Dental Plan	<input checked="" type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	\$ 120.50
Domestic Partners	<input type="checkbox"/> Domestic Partners – Dental	\$
Vision Plan	<input type="checkbox"/> EXT	\$ 17.10
Domestic Partners	<input type="checkbox"/> Domestic Partners – Vision	\$

Will there be any coverage changes before the Collective Bargaining Agreement's expiration? Yes No. If yes, attach a Subscription Agreement for each change.

EFFECTIVE DATE OF CONTRIBUTIONS - A Subscription Agreement must be submitted in advance of the effective date below.

Contributions above are effective (month, year) January, 20 24 based on employment in the prior month.

Important: Coverage is effective in the month following the month in which the contributions are due based on the Trust's eligibility lag month. For example, contributions effective April based on March employment will provide coverage in May.

EXPIRATION OF COLLECTIVE BARGAINING AGREEMENT

Upon expiration of the above-referenced Collective Bargaining Agreement, the Employer agrees to continue to contribute to the Trust in the same amount and manner as required in the Collective Bargaining Agreement until such time as the Employer and the Labor Organization either enter into a successor Collective Bargaining Agreement, which conforms to the Trust Operating Guidelines, or one party notifies the other in writing (with a copy to the Trust) of its intent to cancel such obligation five (5) days after receiving notice, whichever occurs first. The Trust reserves the right to immediately terminate participation in the Trust upon the failure to execute this or any future Subscription Agreement or to comply with the Trust Operating Guidelines as amended by the Trustees from time to time.

For Employer

For Union

Title/Assn

Title Sec Treasurer

Date 3.27.24

Date 4-16-24

THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND

EMPLOYER – UNION PENSION CERTIFICATION

THE UNDERSIGNED EMPLOYER AND UNION HEREBY CERTIFY THAT A WRITTEN LABOR AGREEMENT IS IN EFFECT BETWEEN THE PARTIES PROVIDING FOR CONTRIBUTIONS TO THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND ("TRUST FUND") AND THAT SUCH AGREEMENT CONFORMS TO THE TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS (AS REPRODUCED ON THE REVERSE OF THIS FORM) AND IS NOT OTHERWISE DETRIMENTAL TO THE PLAN. A COMPLETE COPY OF THE LABOR AGREEMENT IS ATTACHED OR, IF NOT YET AVAILABLE, WILL BE FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AS SOON AS AVAILABLE. THE UNDERSIGNED AGREE THAT THE PROVISIONS OF ANY MEMORANDUM OF UNDERSTANDING, SUPPLEMENT, AMENDMENT, ADDENDUM OR OTHER MODIFICATION OF THE LABOR AGREEMENT DIRECTLY OR INDIRECTLY AFFECTING THE EMPLOYER'S OBLIGATION TO CONTRIBUTE TO THE TRUST FUND SHALL NOT BIND THE TRUSTEES UNLESS AND UNTIL A COMPLETE WRITTEN AND SIGNED COPY OF THOSE PROVISIONS IS FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AND ACCEPTED BY THE TRUSTEES, AND FURTHER AGREE TO FURNISH THOSE PROVISIONS TO THE AREA ADMINISTRATIVE OFFICE IN A TIMELY MANNER. IF A NEW PENSION ACCOUNT, THE EMPLOYER AGREES TO PROVIDE THE AREA ADMINISTRATIVE OFFICE WITH COMPLETED PAST EMPLOYMENT DATA FORMS. THE NEGOTIATING PARTIES CERTIFY THAT THIS DOCUMENT HAS NOT BEEN MODIFIED IN ANY MANNER.

NAME OF EMPLOYER City of Selah NAME OF ASSOCIATION _____
IF AN ASSOCIATION WITH AUTHORITY TO SIGN ON BEHALF OF EMPLOYERS, ATTACH LIST OF NAMES AND ADDRESSES OF EACH SUCH EMPLOYER
 STREET ADDRESS 115 W Naches Ave CITY, STATE, ZIP CODE Selah WA 98942
 EFFECTIVE DATE OF THIS LABOR AGREEMENT 1/1/24

IF THIS CERTIFICATION IS SIGNED BY AN ASSOCIATION, THE ASSOCIATION WARRANTS AND REPRESENTS THAT IT HAS WRITTEN AUTHORIZATION FROM EACH LISTED EMPLOYER TO SIGN THIS CERTIFICATION AND TO SIGN THE LABOR AGREEMENT ON BEHALF OF SUCH EMPLOYER (IF THE LABOR AGREEMENT IS NOT SIGNED BY THE EMPLOYER).

INDICATE: NEW PENSION ACCOUNT BUT EMPLOYER
 RENEWAL NEW PENSION ACCOUNT PREVIOUSLY MADE PENSION CONTRIBUTIONS
 EMPLOYER OWNERSHIP CHANGE DATE OF CHANGE _____ SELLER _____
 EMPLOYER IS PART OF A CONTROLLED GROUP OF CORPORATIONS FOR FEDERAL TAX PURPOSES
 NAME OF PARENT COMPANY _____
 STREET ADDRESS _____ CITY, STATE, ZIP _____

FOR LABOR AGREEMENT RENEWALS:
 INDICATE PENSION ACCOUNT NUMBER(S) 413734, 414129

EMPLOYER IS A: CORPORATION PARTNERSHIP UNINCORPORATED SOLE PROPRIETORSHIP
 PUBLIC ENTITY LIMITED LIABILITY COMPANY (INDICATE - PARTNERSHIP CORPORATION
(PARTNERS OR UNINCORPORATED OWNERS ARE INELIGIBLE TO PARTICIPATE PERSONALLY IN THIS TAX-EXEMPT TRUST.)

APPROXIMATE NUMBER OF COVERED EMPLOYEES 16

THE UNDERSIGNED UNION AND EMPLOYER AGREE TO BE BOUND BY THE WESTERN CONFERENCE OF TEAMSTERS AGREEMENT AND DECLARATION OF TRUST AND PENSION PLAN AS NOW CONSTITUTED OR AS HEREAFTER AMENDED, AND TO BE BOUND BY THE ACTS OF THEIR RESPECTIVE UNION AND EMPLOYER TRUSTEES OR THEIR SUCCESSORS. THE EMPLOYER AGREES TO PAY THE TRUST FUND THE PENSION CONTRIBUTIONS SPECIFIED IN THE LABOR AGREEMENT WITH THE UNION. THE UNDERSIGNED UNION AND EMPLOYER SHALL BECOME PARTIES TO SAID AGREEMENT AND DECLARATION OF TRUST UPON ACCEPTANCE AS SUCH BY THE TRUSTEES. UPON THE EXPIRATION OF THIS OR ANY SUBSEQUENT LABOR AGREEMENT, THE EMPLOYER AGREES TO CONTINUE TO CONTRIBUTE TO THE TRUST FUND IN THE SAME AMOUNT AND MANNER AS REQUIRED IN THE MOST RECENT EXPIRED LABOR AGREEMENT UNTIL SUCH A TIME AS THE UNDERSIGNED EITHER NOTIFIES THE OTHER PARTY IN WRITING (WITH A COPY TO THE TRUST FUND) OF ITS INTENT TO CANCEL SUCH OBLIGATION FIVE DAYS AFTER RECEIPT OF NOTICE OR ENTERS INTO A SUCCESSOR LABOR AGREEMENT WHICH CONFORMS TO THE TRUSTEE POLICY, WHICHEVER EVENT OCCURS FIRST. SIMILARLY, THE TRUSTEES RESERVE THE RIGHT TO GIVE NOTICE TO THE EMPLOYER AND UNION OF INTENT TO TERMINATE ACCEPTANCE OF FURTHER CONTRIBUTIONS FROM THE EMPLOYER. THE UNDERSIGNED AGREES THAT UPON RENEWAL OF THE LABOR AGREEMENT A COMPLETE COPY OF THE RENEWED LABOR AGREEMENT, INCLUDING MODIFICATIONS TO THE AGREEMENT, WILL BE FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AS SOON AS AVAILABLE; AND, UPON WRITTEN ACCEPTANCE OF THE RENEWED LABOR AGREEMENT BY THE TRUSTEES, THE FOREGOING TERMS OF THE EMPLOYER-UNION PENSION CERTIFICATION SHALL BE APPLICABLE TO SUCH RENEWAL OF THE LABOR AGREEMENT. THE UNDERSIGNED UNION AND EMPLOYER ACKNOWLEDGE RECEIPT OF THE TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS EFFECTIVE APRIL 1, 1970 AND OF THE TRUSTEE POLICY ON ACCEPTANCE OF EXTENDED, RENEWED, MODIFIED OR REPLACED PENSION AGREEMENTS WHERE THE EMPLOYER IS ON REFERRAL TO DELINQUENCY COLLECTION ATTORNEYS.

UNION Teamsters Local Union 760
 BY Richard A. Salinas DATE 3/27/24
(SIGNATURE)
Richard A. Salinas
(PRINT NAME OF INDIVIDUAL SIGNING)

EMPLOYER City of Selah
 BY Roger L. Bell DATE 4-16-24
(SIGNATURE)
Roger L. Bell
(PRINT NAME OF INDIVIDUAL SIGNING)

TITLE Sec Treasurer PHONE NO. 509.452.7194 TITLE Mayor PHONE NO. 509-698-7332

ACCEPTED BY THE TRUSTEES OF THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND.
 BY _____ DATE _____