

**Collective Bargaining Agreement**

**by and between**

**Public Safety  
Teamsters Local Union No. 117**

**and**

**The Town of Steilacoom**

Effective: January 1, 2020 through December 31, 2022



# TEAMSTERS LOCAL UNION 117

*Affiliated with the International Brotherhood of Teamsters*

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

## NOTICE TO ALL MEMBERS

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

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

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## PREAMBLE

2020-2022 Contract  
Town of Steilacoom / Public Safety Teamsters Local Union No. 117

This Collective Bargaining Agreement is entered into by the Town of Steilacoom (Town) and Public Safety Teamsters Local Union No. 117. The agreement is made and entered into for the purpose of determining the wages, hours, and working conditions of employment affecting members of the bargaining unit.

## **ARTICLE 1**

### **Management Rights**

**1.1** Subject to the Town's recognition of its duty to bargain mandatory subjects of bargaining pursuant to RCW 41.56 et seq. and the provisions of this agreement, the Union and its members recognize that Management has the exclusive right to manage and direct all of the Town's operations. Accordingly, the Town specifically, except as otherwise limited by this Collective Bargaining Agreement, reserves the exclusive right to:

- (1) Decide the scope of service to be performed and the method of service;
- (2) Hire, promote and transfer employees, terminate, demote, suspend or otherwise discipline employees for just and proper cause, layoff, and determine the qualifications of employees;
- (3) Rehire employees;
- (4) Determine the starting and quitting time and the number of hours and shifts to be worked, subject to Article 9;
- (5) Merge, consolidate, expand or curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the sole discretion of the Town, good business judgment makes such curtailment or discontinuance advisable;
- (6) Control the use of equipment and property of the Town of Steilacoom;
- (7) Schedule and assign the work to the employees to determine the size and composition of the work force;
- (8) Determine the services to be provided to the public, and the maintenance procedures, materials, facilities, and equipment to be used and introduce new or improved services, maintenance procedures, materials, facilities, and equipment;
- (9) Formulate and revise rules and regulations, provided same are not inconsistent with this Collective Bargaining Agreement;
- (10) The Town will notify the Union as early as practical of the Town's intent to contract any existing or future work traditionally performed by the Union. This does not imply any limitation to the Town's right to contract out such work. If a decision is made to contract work, the Town will impact bargain with the Union prior to implementation and any reduction in force will be handled insofar as practical through attrition and/or transfer to other positions, and/or hiring of employees affected by the successor agency in comparable jobs;

- (11) The above rights of the Town are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent to the Town. Any of the rights, powers, and authority the Town had prior to entering this Collective Bargaining Agreement are retained by the Town except as specifically abridged, delegated, granted or modified by this Collective Bargaining Agreement;
- (12) If the Town fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the Town's right to exercise any or all of such functions;

## **ARTICLE 2**

### **Recognition**

- 2.1** The Town hereby recognizes the Union as the exclusive bargaining representative of all regular paid, uniformed personnel of the Public Safety Department, including Public Safety Officers and Public Safety Sergeants, excluding supervisors and confidential employees.
- 2.2** The Town and the Union agree that questions of who the Union represents may arise and shall be resolved in accord with the rules of the Washington State Public Employment Relations Commission and pursuant to RCW 41.56 et seq.
- 2.3** The Union is the sole and exclusive representative of the representative bargaining unit within the jurisdiction of this Collective Bargaining Agreement with respect to wages, hours and conditions of employment. The Union represents Union members' views and will administer this Collective Bargaining Agreement.

## **ARTICLE 3**

### **Union Membership**

#### **3.1 Dues Deduction:**

The Town agrees to deduct from the paycheck of each employee who has so authorized it, the regular monthly dues or costs, except special assessments, uniformly required by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employee involved. Written authorization to deduct dues or service charge shall be made by the employee on a form agreed to by the Town and the Union. Requests for changes in deduction of dues may not exceed two (2) per year. Such authorization for deductions shall be made in writing.

The Town of Steilacoom agrees to deduct from the paycheck of each member covered by this agreement who has so authorized it by signed notice submitted to the Town, the necessary fee, assessments, and regular monthly fees to provide for participation in the Teamsters Legal Defense Fund. The Town shall transmit such fees made payable to "Teamsters Legal Defense Fund" and send to "American Legal Services, Inc." once each month on behalf of the members involved.

#### **3.2 Non-Compliance:**

Unless due to the Town's negligence, the Union agrees to indemnify and hold the Town harmless against any and all claims, suits, orders, and judgements brought and issued against the Town as a result of any action taken, or not taken, by the Town under the provisions of this article.

- 3.3 The Union, through a Shop Steward or union Representative shall have thirty (30) minutes during the employer's new hire-orientation to meet with the employee(s) for the purposes of presenting information about the Union as exclusive bargaining representative.

#### **ARTICLE 4 Union Business**

- 4.1 One (1) Union representative shall be allowed to attend the following meetings without loss of pay:
- (1) meetings called at the request of Management for the purpose of administering this contract,
  - (2) meetings held for the purpose of Collective Bargaining Agreement negotiations and grievance processing which are held during the employee's normal working hours and conditional on the employee being available for emergency response, and
  - (3) meetings held by the Labor/Management Committee.
- 4.2 In addition to the representative in section 4.1, an on-duty Union representative authorized by the Town to attend contract negotiations meetings shall be allowed to attend such meetings without loss of pay conditional on the employee being available for emergency response.
- 4.3 Representatives of the Union shall be permitted to contact employees covered by this Collective Bargaining Agreement at any reasonable time for the purpose of administering this Collective Bargaining Agreement or investigating possible grievances. Such visitations shall not interfere with the normal operations of the Town. The Union shall inform the Town's Administrator, in writing, of the names of its members who are designated to represent it. Only persons so designated will be accepted by the Town as representatives of the Union. Union representatives who wish to contact an employee during his/her tour of duty shall notify the Public Safety Director or his/her designee of their presence. Organizing, campaigning, or solicitation shall not be conducted during working hours.
- 4.4 Employees may request a leave of absence to represent the Union at conferences. Such leave requests shall normally be submitted thirty (30) days in advance. The Public Safety Director or his/her designee shall review the request and approve or deny such request at his/her sole discretion.
- 4.5 Except as otherwise provided herein, union business shall be conducted on the employees' own time, and shall not be considered time worked, provided that an on-duty employee may attend union meetings held within normal call response areas, for not more than one (1) hour, conditional on the on-duty employee being call responsive.

#### **ARTICLE 5 Labor Management Committee**

- 5.1 The Town and the Union have established a Labor-Management Committee which may meet periodically during the term of this Collective Bargaining Agreement to discuss matters of mutual concern.
- 5.2 Meetings will be scheduled in advance and the Committee will meet on the request of either party when

that party believes there are matters which merit discussion.

- 5.3 The Committee will include not more than two (2) representatives of the Town and two (2) representatives of the Union and, at times, other representatives as mutually agreed.
- 5.4 It is understood that any items discussed in the Labor Management Committee shall not add to or alter the terms of this agreement. It is also understood that neither party to this agreement waives its right to negotiate any mandatory subject of bargaining.
- 5.5 In order to provide the parties opportunity to have additional time to attempt to resolve contract disputes at the operational level by using the Labor Management Committee without sacrificing the right to file a formal grievance; now, therefore, the parties make the following agreement

1. The parties shall develop and utilize a document entitled Notice of Reservation of Claim of Grievance and Request for Referral to Labor Management Committee. This document shall include the name of the affected Union member(s), the date of the alleged contract dispute, and a request that this matter be referred to the Labor Management Committee for attempted resolution. This document is attached as Attachment A and by this reference incorporated herein.
2. The effect of filing of such a notice with the Town within the times set out in Article VIII shall be to stay the running of all time lines set forth in Article VIII as of the date filed.
3. The parties shall then have the opportunity to meet and discuss the contract dispute in the Labor Management Committee for as long as both parties agree that progress is being made.

In the event that either party determines that an impasse has been reached, such determination shall be reduced to writing and delivered to the other party. Delivery of such declaration of impasse shall cause the time lines set out in Article VIII to resume running.

4. The Union member(s) will then have the balance of the time lines provided in Article VIII to file a formal grievance under Article VIII, which grievance shall then be processed pursuant to the terms of Article VIII.

Nothing in this agreement requires that all grievances be handled in this manner. Grievances may still be processed directly and immediately under Article VIII.

## **ARTICLE 6**

### **Discipline and Discharge**

- 6.1 Employees shall be disciplined for just cause with the exception of employees during their initial trial period, in which case a demonstration of cause is not required. Disciplinary action may include written reprimand, suspension without pay, reduction in rank, or discharge.
- 6.2 Prior to the imposition of discipline, the employee shall be provided with a copy of the alleged violation and all documents related to the alleged violation Management has in its possession. Management shall hold a pre-disciplinary meeting with the employee. At this meeting, the employee shall be given the

opportunity to respond to the alleged violation. Upon request by the employee, he/she may have a union representative or counsel present at the meeting held by Management with the employee to discuss potential disciplinary action.

### **6.3 Trial Employees:**

Purpose: The trial period is an integral part of the employee selection process and provides the Town with an opportunity to upgrade and improve the Public Safety Department by observing a new employee's work, training, aiding new employees in adjustment to their positions, and providing an opportunity to reject any employee.

Duration of Promotional Employee Trial Period: Promoted employees shall have a twelve (12) month trial period. If the employee fails to qualify during the trial period, he/she will be returned to their formerly held classification.

Duration of New Employee Trial Period: Every new employee hired into the bargaining unit shall serve a trial period of eighteen (18) months. The Union recognizes the right of the Department to discipline and/or terminate trial employees for any reason and to exercise all rights not specifically modified by this Agreement with respect to such employees.

### **6.4 Disciplinary Interviews Procedures:**

Any employee who will be interviewed concerning an act which, if proven, could reasonably result in disciplinary action against them, will be afforded the following safeguards:

- (1) The employee will be informed, in writing, and a copy provided the Union, at least seventy-two (72) hours prior to the interview if the Department believes the employee is a suspect in the investigation.
- (2) At the time of the notice in (1) above, the employee will be informed, in writing, of the nature of the investigation and the specific allegations, policies, procedures and/or laws which form the basis for the investigation.
- (3) The employee, upon request, shall be allowed the right to have a union representative present during the interview. The opportunity to consult with the union representative or to have the union representative present at the interview shall not delay the interview more than twenty-four (24) hours, except for minor complaints (incidents for which discipline no greater than a written reprimand may result) which may be handled immediately when a union representative is not readily available.
- (4) All interviews shall take place at Department facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.
- (5) The Department shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift, except for emergencies. However, where the Public Safety Director (Chief) is a party to any interview, the Department may schedule the interview outside of the employee's regular working hours as long as the appropriate overtime hour payments are made to the employee. Where an employee is working on a graveyard shift, the interview shall be scheduled contiguously to the



employee's shift, and the appropriate overtime hour payments shall be made to the employee.

- (6) The employee will be required to truthfully answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which they are entitled under the laws of the State of Washington or the United States of America.
- (7) Interviews shall be done under circumstances devoid of intimidation, abuse or coercion.
- (8) The employee shall be entitled to such reasonable intermissions as they shall request for personal necessities.
- (9) All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident for which written notice was given and which is the subject of the investigation. Nothing in this section shall prohibit the Department from questioning the employee about information which is developed during the course of the interview.
- (10) Interviews and investigations shall be concluded with no unreasonable delay.
- (11) The employee and the Union shall be advised, in writing, of the results of the investigation and any future action to be taken on the incident.
- (12) Formal interviews may be tape recorded unless objected to by either party.

#### **ARTICLE 7** **Work Stoppage/Lockouts**

- 7.1 The Town and the Union agree that the public interest requires the efficient and uninterrupted performance of all services, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Union shall not cause or condone, and members of the Union shall not engage in any work stoppage, strike, slowdown, mass resignation or absenteeism, or other interference with the Town's functions and should same occur, the Union agrees to take appropriate steps to end such actions. Should any job action occur within the geographic jurisdiction of the Town of Steilacoom, employees may be required to cross an established picket line to perform emergency or non-emergency activities.
- 7.2 Any employee who is found to have committed any of the acts prohibited in this Article may be subject to discipline and/or loss of compensation and benefits while being in violation of Section 7.1 above, up to and including termination.

#### **ARTICLE 8** **Grievance Procedure**

##### **8.1 Grievance Defined:**

A grievance shall be defined as a dispute by an employee(s) and/or the Union concerning the interpretation or application of any provisions of this Agreement.

### **Step 1 - *Informal Resolution***

Any grievance shall be taken up, orally or in writing, by the Union or the employee to the Director of Public Safety within ten (10) calendar days of the date the grievance occurred or the date the employee reasonably became aware of the grievance. The parties agree to make every effort to settle the grievance promptly at this level. If no settlement is reached after a meeting of the parties, the grievance shall be advanced to Step 2 within ten (10) calendar days of the meeting of the parties.

### **Step 2 - *Formal Grievance to Public Safety Director***

The grievance shall be reduced to writing setting forth the nature of the grievance, the Article and Section of the Collective Bargaining Agreement alleged to be violated, the remedy sought and signed by the employee or the Union. The employee or the Union shall present the written grievance to the Director of Public Safety or his/her designee, within ten (10) calendar days of the date the Step 1 answer is received, who shall transmit a copy of his/her decision, in writing, to the employee and the Union within ten (10) calendar days of the receipt of the Step 2 grievance.

### **Step 3 - *Formal Grievance to Town Administrator***

If the grievance is not resolved at Step 2, the grievance shall be reduced to writing setting forth the nature of the grievance, the Article and Section of the Collective Bargaining Agreement alleged to be violated, the remedy sought and signed by the employee or the Union. The employee or the Union shall present the written grievance within thirty (30) calendar days to the Town Administrator or his/her designee who shall transmit a copy of his/her decision, in writing, to the employee and the Union within twenty (20) calendar days of the receipt of the Step 3 grievance.

If the grievance is not resolved in Step 3, the parties may file a joint request for mediation within thirty (30) calendar days with the Public Employment Relations commission (PERC). During the mediation process, the timeline to move the grievance to Step 4 shall be suspended. The mediation shall not be reported or recorded in any manner, except for agreement that may be reached by the parties.

### **Step 4 - *Selection of Arbitrator***

If the grievance is not resolved at Step 3, the Union may appeal the decision of the Town Administrator to a neutral arbitrator. The Union shall give written notice to the Town of its intent to submit a grievance to arbitration within thirty (30) calendar days of the Town Administrator's decision. Within ten (10) calendar days of the Union's notice to arbitrate, the grieving party shall request a list of eleven (11) arbitrators from the Public Employment Relations Commission (PERC). Upon receipt of the list, representatives of the Town and Union shall arrange to alternately strike names until one (1) name remains. The order of strikes shall be determined by the flip of a coin. This person shall serve as a sole arbitrator.

### **Step 5 - *Arbitration***

The arbitrator shall render a written decision, or bench decision if mutually agreeable to the parties, within thirty (30) calendar days of the hearing; which decision shall be final and binding on both parties. The arbitrator shall have no power to alter, amend or change the terms of this Collective Bargaining Agreement. The arbitrator shall retain jurisdiction of the matter until the decision of the arbitrator is implemented.

- 8.2 Time limits within this grievance procedure may be waived or extended by mutual written agreement of both parties. Failure of the grieving party to respond within the established time limits will result in the grievance being resolved based on the Town's last response. If the Town fails to respond within the time limits, the grievance shall proceed to the next step of the grievance procedure.
- 8.3 Each party shall pay the expense of their own representatives, witnesses, and other costs associated with the presentation of their case at arbitration. The parties shall split the cost of the court reporter. The losing party, as determined by the arbitrator, shall pay the expenses of the arbitrator.
- 8.4 The parties recognize that the Town may be a grieving party. If the Town is the grieving party, the Town shall follow the grievance process as outlined in this Article with the appropriate roles reversed.

## **ARTICLE 9**

### **Hours of Work**

#### **9.1 Work Period:**

With the exception of shift bidding changes done under Article 15, the Public Safety Officer schedule shall be modified to employ a 10.6 hour work day (Lakewood Schedule) utilizing a 5 on 4 off, 5 on 4 off and 5 on 5 off work week. Days off shall be consecutive. However, a work week of five (5) consecutive eight (8)-hour days followed by two (2) consecutive days off may be assigned for non-patrol assignments or emergencies or to meet the service needs of the Town. Such change due to service needs shall not be made in an arbitrary, unwarranted or capricious manner. The parties also agree a different patrol schedule may be negotiated to address operational/training needs, per RCW 41.56.

For employees working five (5) eight (8)-hour or four (4) ten (10)-hour schedules, the work period shall be the fixed and regular recurring period of seven (7) consecutive twenty-four (24)-hour periods.

For overtime calculation purposes, overtime shall be defined as all work performed in excess of the regular scheduled work week and/or work performed in excess of the employee's scheduled work hours.

#### **9.2 Meals and Rest Periods:**

During each workday, an employee shall receive one-half (1/2) hour with pay for meals. This meal period shall be scheduled as near as possible to the midpoint of the workday. Employees shall also receive one (1) fifteen (15)-minute rest period for every one-half (1/2) shift worked. Rest periods cannot be accumulated. Meal periods shall be considered on-duty provided employees are able to make a routine response to Town Hall within fifteen (15) minutes.

#### **9.3 Overtime:**

Compensation for overtime shall be paid at the rate of time and one-half (1 1/2) of the employee's regular rate of pay. Compensatory hours taken, per Section 9.4, are not considered as hours worked.

#### **9.4 Compensatory Time:**

In lieu of overtime, compensatory time at a rate of time and one-half (1 1/2) for each hour worked in excess of the regular work week (compensatory time is not considered as hours worked) may be granted

provided prior authorization has been obtained. The maximum amount of compensatory time that can be accumulated is sixty (60) hours.

On the first pay period in December, employees will be cashed out down to forty (40) hours at the employee's current regular hourly rate of pay.

**9.5 Callback:**

Callback shall be paid at the rate of time and one-half (1 ½) the regular rate of pay with a minimum guarantee of two (2) hours for each callback.

**9.6 Schedule Change:**

- A. Management will post required duty schedule changes at least ten (10) days in advance of schedule changes.
- B. No changes in the duty schedule will be made unless the affected employee(s) is/are contacted a minimum of forty-eight (48) hours in advance of the desired change, except to perform authorized overtime or when an emergency exists within the Town of Steilacoom.
- C. Schedule change made with less than forty-eight (48) hours notice at the request of a Union member will not result in overtime.

**ARTICLE 10**  
**Seniority and Layoffs**

**10.1 Definition:**

"Seniority," as used in this Agreement, is determined by the length of an employee's continuous employment in the Steilacoom Public Safety Department since the last date of hire. When an employee takes a leave of absence without pay for more than thirty (30) consecutive calendar days, the time spent on leave without pay does not count toward seniority accrual, except as otherwise allowed by State or Federal law. "Classification seniority," as used in this Agreement, is determined by the length of an employee's continuous employment in their particular job classification of the Steilacoom Public Safety Department. Seniority shall not apply to an employee until the employee has completed the required probationary period.

**10.2 Use of Seniority:**

Seniority shall be the determining factor in surplus and promotions provided such factors as skill and ability, experience, performance and quality of work are considered equal.

**10.3 Seniority List:**

The Town will provide the Union with a copy of the seniority list in January of each year. The Union will be notified of changes to the list July 1 of each year.

**10.4 Loss of Seniority:**

Employees who have been disciplined with a suspension without pay shall have the time of the suspension without pay deducted from their calculated time of service as it relates to seniority.

An employee shall lose all seniority in the event of discharge, resignation, or retirement.

**10.5 Layoff Standard:**

In the event of a layoff, employees shall be laid off on the basis of inverse classification seniority.

**10.6 Bumping:**

Any employee who is to be laid off who had advanced to his present classification from a lower classification within the Department in which he held a regular appointment shall be offered a position in the lower classification. Seniority for the purpose of bumping to the lower classification, pursuant to this Section, shall be the aggregate of the employee's seniority in the lower classification and all higher classifications.

**10.7 Recall:**

No new employees shall be hired in a classification until all regular, qualified employees on layoff status in that classification have had an opportunity to return to work. Layoff status shall not extend beyond eighteen (18) months. Employees will be called back from layoff in the inverse order of layoff provided the employee possesses the demonstrated abilities to perform the duties as required. An employee on layoff status shall accept or decline an opening within fifteen (15) calendar days of notification. The employee is obligated to keep the Town informed of his/her current address. When recall occurs, the Town will notify the employee through certified mail. An employee's denial or acceptance of the recall shall be conveyed in writing. In the event the employee declines or fails to notify the Town in the above specified time, all recall rights will be waived.

**10.8 Overtime Shift Assignment:**

Voluntary overtime will be posted and assigned by seniority from those officers expressing an interest in filling the shift/assignment, except for School District overtime, in which case the SRO will have the first option.

Mandatory overtime may occur due to staffing shortages, sick leave, scheduled vacation leave, training, or other reasons. When this happens and coverage cannot reasonably be filled through shift extensions of up to four (4) hours, notice of the availability of the overtime shift will be provided to all Public Safety officers. Officers interested in filling the overtime shift must respond within 24 hours if possible, given the timing of the overtime. If multiple officers express an interest in the shift, then the shift will be assigned in Department seniority order. If an officer does not respond within the 24-hour period, then he/she will not be considered for the shift unless no other officer responds.

If no Public Safety officer volunteers to fill the overtime shift, then mandatory overtime will be assigned in accordance with a rolling list which will be initially created in inverse Department seniority order. Regardless of their placement on the list, an employee will not be considered for mandatory overtime if they are on administrative leave, sick leave, previously approved vacation leave, leave without pay, or

other forms of authorized leave. Additionally, he/she will not be considered for filling the shift if he/she was already scheduled to work that day and the mandated shift would exceed four (4) hours. Once an employee is required to respond to mandatory overtime, their name will go to the bottom of the rolling list. Shift extensions of up to four (4) hours shall not be considered mandatory overtime and subject to these provisions.

## **ARTICLE 11**

### **Working in a Higher Classification**

- 11.1** Employees specifically instructed to assume the responsibilities, authority, and duties of a supervisor shall be compensated at the rate of pay for the higher rank if required to perform these duties for four (4) consecutive working days or more.

## **ARTICLE 12**

### **Benefits**

**12.1 Holidays:**

Each full-time employee shall receive the following eleven (11) holidays during each fiscal year:

New Year's Day  
Martin Luther King Day  
Presidents' Birthday  
Memorial Day  
Independence Day  
Floating Holiday  
Labor Day  
Veterans' Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day  
Two (2) unpaid days per RCW 1.16.050(3)

The above-recognized holidays shall be scheduled on the same calendar date that is recognized by the State of Washington for State employees pursuant to RCW 1.16.050, unless changed by mutual consent between the Town and the Union. Holidays shall be defined for pay purposes as eight (8) consecutive hours normally scheduled for all staff in celebration of the above event.

**12.2** Employees shall have the option of observing

Presidents' Day  
Veterans' Day  
Martin Luther King Day  
Memorial Day  
Labor Day

as floating holidays. Employees who wish to exercise this option, must do so by December 15th of the preceding calendar year. All floating holidays for employees exercising this option shall be scheduled in the same manner as vacation time is scheduled.

The above floating holidays shall be considered earned based on the actual day observed. Employees who have taken all or part of their floating holidays and terminate employment, for any reason, before such floating holidays are earned, or who are on an unpaid leave of absence covering the actual holiday, shall reimburse the Town for unearned floating holidays used.

**12.3** An employee working a holiday shall receive one and one-half (1 ½) his/her regular rate of pay for hours worked in addition to regular holiday pay. An employee working on July fourth, when there is a Town sponsored festival, shall receive two (2) times their regular rate of pay for hours worked. When a holiday falls on an approved scheduled day off, an employee shall receive (8) hours of regular pay in lieu of the scheduled holiday.

**12.4** New employees shall be eligible to take the floating holiday upon completion of six (6) months of continuous employment. The floating holiday will be scheduled off by mutual consent between the employee and the Public Safety Director or designee.

**12.5 Vacations:**

Full-time covered employees in a seventy percent (70%) accruable pay status per pay cycle shall receive vacation time based on the following schedule, effective the first pay period after contract ratification by both parties:

<u>Length of Service</u>	<u>Hours per Pay Period</u>
0 - 3 years	3.67 hours
4 – 7 years	5.00 hours
8 – 15 years	6.67 hours
16 – 20 years	7.00 hours
21+ years	7.33 hours

Bargaining unit members will not be eligible for the one-time bonus of forty (40) vacation hours in their sixteenth (16) and twenty-first (21) years of employment as referenced in personnel regulation 1.42.010.

**12.6** Vacation calendars will be utilized. Employees must give at least thirty (30) days advance notice of vacation request if more than forty (40) hours is requested. If less than forty (40) hours is requested, the employee must give at least ten (10) days advance notice. Vacation shall be selected according to seniority.

**12.7** Vacation accruals shall be limited to two-hundred forty (240) hours. Any vacation accrual hours beyond that amount will be automatically forfeited.

However, vacation accrual hours beyond two-hundred forty (240) hours will not be forfeited per this section if the employee has requested vacation which has been denied, in which case the amount of vacation accrual greater than two-hundred forty (240) hours shall be paid to the employee at their regular rate of pay. Any payments made pursuant to this Section shall not count toward the forty (40)-hour workweek when calculating overtime.

**12.8 Sick Leave:**

All full-time employees shall be granted sick leave with pay at the rate of 4.33 hours per pay period based on twenty-four (24) pay periods per year of employment. Sick leave so granted and not used shall accrue to the credit of each employee, and up to a maximum total accumulation of nine hundred sixty (960) hours may be carried over to the next calendar year.

**12.9 (Reserved for future use)**

**12.10 Bereavement Leave:**

An employee shall be allowed three (3) working days off with pay following the death of his/her family member, or household member, or parent of a household member or one (1) day off with pay following the death of a relative not in the immediate family of the employee, spouse or children. Two (2) additional days may be granted where extensive travel is required (300 mile radius from place of residence).

In addition to paid bereavement leave, the Employer may approve an employee's request to use compensatory time, sick time, or leave without pay for purposes of bereavement and in accordance with this agreement.

For purposes of this section, a family member is defined as parent (biological, adoptive foster parent, defacto), stepparent, sister, brother, parent-in-law, spouse, grandparent, grandchild, child and stepchild (including a person who stood in loco parentis when the employee was a minor child), adopted children and grandchildren). A household member is defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another.

**12.11 Military Leave:**

An employee who is an enrolled member of the reserves of the Armed Forces of the United States shall be granted a leave of absence for the purpose of attending ordered field camps of instruction, instruction from schools or by reason of civil disobedience, disorder or insurrection. The request for such leave must be in writing and accompanied by a true copy of military orders. Such leave shall be granted in accordance with applicable state and federal statutes. An employee taking military leave shall be entitled to reimbursement of an amount equal to the difference between the daily military salary and his/her regular rate of pay. An employee who is in their trial period when requesting military leave shall have the trial period extended the length of the absence.

**12.12 Retirement Plan:**

Pursuant to Chapter 2.28 of the Town Code, the Town shall participate in the statewide system for pension, relief, disability and retirement for qualified employees as provided for in RCW 41.44.050.

**12.13 Health and Welfare Benefits:**

The Town shall continue to pay 95% of the premiums for AWC HealthFirst 250 or Kaiser Permanente medical, vision, dental, disability (employee only) and life (employee only) insurance plans as well as an Employee Assistance Program for all eligible Union members and their dependents. Employees shall continue to make a monthly contribution of 5.0% of the total monthly premiums.



Pursuant to law, the Town shall be responsible for paying all costs associated with the above Health and Welfare Benefits for any LEOFF I member.

- 12.14 Based upon an agreed to listing (maintained in the Public Safety Department), management will provide each new hire (full-time) Public Safety Officer with a complete set of uniforms and necessary equipment including footwear. Thereafter, all Public Safety employees (including the plainclothes Detective) shall be reimbursed a maximum of \$850 annually to replace/purchase uniforms/equipment (excluding firearms). The Town will be responsible for the cost of replacing protective vest carriers and the interior parts as necessary. Employees are expected to maintain uniforms in accordance with department standards. Department purchased clothing and equipment shall be returned upon separation from employment.
- 12.15 Management shall replace or repair all property of the employee commonly worn while working, not to exceed \$250.00, which is damaged or lost while the employee is on duty, unless such damage or loss is due to the negligence of the employee, in which case the employee shall bear the cost.
- 12.16 Management allows every employee covered by this Agreement (except detective) to have one (1) uniform (shirt and pants) cleaned four (4) times per month at specified cleaners at Employer expense. Management allows the detective to have one (1) uniform (shirt and pants) cleaned one (1) time per month at specified cleaners at Employer expense.
- 12.17 **(Town reserves for future use)**
- 12.18 A 3.0% increase to regular hourly pay shall be paid to employees serving in the following positions requiring special training or skills:
- Detective
  - Medical Services Officer (MSO)

A 3% increase to regular hourly pay shall be paid to employees for all hours assigned and performing duties as a Field Training Officer (FTO), School Resource Officer (SRO), and Firearms Instructor.

The increases to 3.0% shall not be applied retroactively.

Appointment among employees for the positions of MSO and Detective shall be on a two (2) year rotating basis with a one-year extension if requested by the employee and approved by the Chief.

Employees assigned as a Detective, MSO, SRO, FAI, and/or FTO are eligible to receive premium pay for no more than two (2) of these assignments, effective the first pay period after contract ratification by both parties.

The Town shall open the SRO assignment to all fully commissioned non-supervisory officers within the Department. All regular non-probationary, non-supervisory officers that meet the Town's and the School District's desired qualifications shall be eligible to be considered for the SRO assignment. The Director of Public Safety shall select an officer from the candidate pool. If there are no candidates or, if in the opinion of the Director of Public Safety, the individuals in the candidate pool do not meet the desired qualifications, the Director will assign an officer to fulfill the SRO assignment.

Appointment among employees for the SRO assignment shall be on a three (3) year rotating basis with a one (1) year extension if requested by the employee and approved by the Chief.

The SRO will not be the primary call responder outside of the geographical boundaries of the Town of Steilacoom.

The Public Safety Officer (PSO) assigned as the SRO will schedule his/her vacation consistent with the current practice of the parties' CBA.

The SRO will work a 5-8 work schedule. During the Summer school break or during school breaks of at least five (5) consecutive days, the assigned officer may work a patrol schedule in accordance with section 9.1 of the CBA. The schedule shall be assigned by the Public Safety Director. Conversion to and/or back from this schedule should be arranged to minimize associated overtime.

The SRO will be allowed to wear the Department training uniform under circumstances deemed necessary by the chief on a case-by-case basis. Sidearm, complete duty belt, and concealed body armor is mandatory for the SRO regardless of uniform.

**12.19** Employees who are called to duty or subpoenaed to give testimony in court about events arising out of their employment on an off-duty day, or on a paid day off, shall be compensated at the rate of time and one-half (1-1/2) the employee's regular rate of pay with a minimum compensation of two (2) hours.

**12.20** Reserve Officers may be used to fill shifts left vacant by absences after such absences exceed forty-eight (48) consecutive hours. A regular, non-clerical member of the Public Safety staff must be present and available to supervise reserve activities whenever reserves are utilized during a shift to replace regular staff.

**12.21** Management agrees to grant longevity pay as stated in the schedule below:

<b>Periods of Service</b>	<b>Additional Amount (from base rate)</b>
More than 60 months	1% of hourly wage
More than 120 months	2% of hourly wage
More than 180 months	3% of hourly wage
More than 240 months	4% of hourly wage

**12.22** The Town will require existing and new officers to maintain or obtain emergency medical technician certification. The Town will retain the medical services officer assignment and specialty pay so long as the on-duty officers continue to respond to at least 50% of the department wide medical aid calls when not occupied with another call. If for any consecutive three-month period this does not occur, then at management's discretion, the MSO position and EMT program may be abolished without further negotiation.

**12.23 Cost-of-living Adjustments:**

A 2.0% lump sum signing bonus calculated as follows: 2.0% of W-2 wages earned for hours compensated since expiration of the prior agreement. This payment shall be limited to bargaining unit members on the Town's payroll as of December 18, 2020.

A 2.0% wage adjustment will be added to the 2019 base rate for calculating the 2021 base rate. This

adjustment shall become effective on the first pay period after formal approval and signing of this Agreement by both parties.

For contract years 2021 and 2022, a percentage wage adjustment shall be made to reflect 100% CPI-W Junc-Junc, Seattle-Tacoma-Bellevue with a floor of 1% and a ceiling of 3% for contract years 2021 and 2022.

#### **12.24 Home Fleet Program**

Department policy manual section 28.4 is hereby incorporated as part of this agreement by reference. Driving distance to and from the employee's residence and closest to the Town boundary will be used by the parties to determine eligibility.

- 12.25** Paid Family Medical Leave: Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits, which take effect January 1, 2020, is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are established by law and for the period ending December 31, 2020. Employees will pay, through payroll deduction, the full cost of the employee premium associated with family leave benefits. Following finalization of regulations implementing RCW 50A.04, either party may reopen this agreement for the purpose of bargaining over issues related to the interrelation between leaves available under this Agreement and benefits provided by statute.

### **ARTICLE 13 Training**

#### **13.1 Certifications:**

Employees shall be held responsible and held accountable for maintaining all certifications required by Management to properly perform their duties. Training for such certification shall be scheduled by the department in order to ensure attainment of all required annual certifications.

Should the employee be unable to attend such scheduled training due to circumstances beyond their control, he/she shall notify the immediate supervisor in order to promptly reschedule the training.

#### **13.2 Schedule Change:**

In order to assist officers in obtaining training and help reduce the impact on patrol coverage, the interruption of the officer's time off, and the Town of Steilacoom, it is mutually agreed:

If the training dates of a requested course are outside the officer's normally scheduled work hours, the officer may agree to set aside the provisions of Article 9 of the Collective Bargaining Agreement regarding days of work and regularly scheduled days off to include:

Forgoing some off-duty hours to shift a workweek to accommodate the course; or Agreeing to adjust a day of work to fall on the scheduled event; or

Accepting additional hours of training outside of the normal workweek as either accrued compensatory time or overtime hours.

The arrangements made for these training events shall be mutually agreed upon between the Director of Public Safety and the officer, prior to scheduling or registering for the course. This shall be an allowable deviation from the provisions of Article 9 of the Collective Bargaining Agreement (CBA), so long as the officer's normal average weekly hours are not affected. The agreed upon arrangements shall be annotated on the training request, for documentation and ease of scheduling.

An employee who attends training will be scheduled for forty (40) hours of work, including training, for the work week.

If the schedule cannot support the officer attending a particular training, an alternative class, at a different time or location, may be selected and mutually agreed upon which serves the needs of both the officer and the Director.

Because these agreements are made on a case-by-case basis between the officer and the Director, none of these scheduling issues will be considered to constitute a past practice nor be used to set a pattern of scheduling to be mandated to other Union members.

## **ARTICLE 14**

### **Personnel Files**

#### **14.1 Personnel Files:**

All employees shall be permitted to review their own personnel file during normal business hours and at a time and in a manner mutually acceptable to the employee and the Town. Employees shall be provided one (1) copy of all documents (complimentary or derogatory) placed in their personnel file at the time the document is placed in the file. When an employee is disciplined, only the sustained disciplinary action letter shall be placed in an employee's personnel file.

An employee may, at their request, have placed in the employee's personnel file a statement containing the employee's rebuttal to any information in their personnel file. This provision does not apply to the records of an employee relating to the investigation of a possible criminal offense or the internal investigation of a possible departmental policy or procedure violation prior to the completion of the internal investigation. The Town shall keep the contents of employees' personnel files confidential, subject to the requirements of State and Federal law and any applicable provisions of this Collective Bargaining Agreement. If for any reason an employee's personnel file is requested pursuant to the Washington State Public Records Act, RCW 42.56, the Town will provide notice to the affected employee.

Pre-employment information (e.g. reference checks and responses or information provided to the Town specifying that it remain confidential) shall not be subject to inspection or copying.

Supervisors in the employee's chain of command may keep working files consisting of performance notes, commendations, training records, and records of oral warnings. Such records will not be used in disciplinary action unless placed in their personnel files consistent with the provisions of this Agreement.

#### **14.2 Written Reprimands:**

The employee may request that written reprimands, letters of counseling and documentation of verbal

reprimands placed in an employee's personnel file be removed and no longer held against the employee after three (3) years. Removal of records under this section shall not be accomplished until the required period has elapsed without the occurrence of a similar problem, that is a written reprimand shall be "kept alive" by the occurrence of a similar problem. Removal of such material may occur upon written request by an employee to the Public Safety Director and Town Administrator. All removed material shall be destroyed by the Town. However, if a request does not comply with the requirements of this section, the Public Safety Director and Town Administrator shall, within thirty (30) days of the request, notify the employee, in writing, that the request is being denied, including the basis for such denial.

## **ARTICLE 15**

### **Shift Bidding**

#### **15.1 Patrol Shift Bid:**

Patrol shifts and days off shall be bid for a period of twelve (12) months (February 1 through January 31). Days off shall be consecutive. Shift bidding shall not include the position of Detective.

Sergeants are precluded from serving on the same squad and will be assigned a shift based upon the needs of the department as determined by the Director of Public Safety.

#### **15.2 Department Assignment of Shifts:**

Due to unanticipated staffing needs resulting from temporary disabilities of more than thirty (30) calendar days, or leaves of absence (excluding vacation - which includes the use of any type of paid leave for vacation purposes) of more than fifteen (15) days, or emergencies, employees may be involuntary reassigned to a patrol shift, other than their bid shift, for the lesser time until the next shift bid or until the reason for the involuntary reassignment lapses. Involuntary reassignments will be based on inverse classification seniority.

#### **15.3 Seniority Shift Bids:**

During the first pay period of each December, the Public Safety Director or designee shall determine the patrol schedule for the upcoming twelve-month cycle. Employees shall bid for the available shifts in the order of their seniority or in the case of the sergeants, in order of their classification seniority.

When a recruit completes training during an existing shift bid period, they will be assigned to a shift according to the operational needs of the department.

If an employee is in an unpaid status when the shift bid occurs, he/she will not participate in the shift bidding process but upon return to duty will be assigned to a shift according to the operational needs of the Department as determined by the Public Safety Director.

#### **15.4 Assignment of Shift:**

The employer shall post the master duty schedule 30 days prior to the scheduled shift change. If a personnel change occurs during the posting period then the employer reserves the right to adjust the master duty schedule. This shall not apply to changes that may occur during the 30 day posting period. Each employee shall be given the opportunity to select their shift preference(s) during the first pay period of each December. Employees who fail to submit their bid preference(s) prior to December

16<sup>th</sup> of each year shall be assigned a shift and days off by the Public Safety Director or designee.

Members reassigned at the expiration of the Detective assignment shall fill the patrol shift vacated by the newly-assigned member.

**15.5 Shift Change:**

At the time of shift bid change, the transition shall occur after January 1, on the first day after the A Team has five days off in a row.

**ARTICLE 16  
Lateral Hires**

**16.1 Washington Experience:**

A new employee (certified or certifiable) with police officer experience in Washington and hired under the criteria of the Town's lateral entry program shall be placed at any Step above 1 of the salary range, at the discretion of the Town, up to a maximum starting pay of one (1) step below the top step of the Public Safety Officer salary range.

**16.2 Out-of-State Experience:**

A new employee (certified or certifiable) with out-of-state police officer experience and hired under the criteria of the Town's lateral entry program shall initially be hired at the first step of the salary schedule. Upon certification from Washington State Criminal Justice Training Commission (WSCJTC) that the employee's out-of-state training is equivalent to the WSCJTC training program, the employee shall be placed at any Step above 1 of the salary range, at the discretion of the Town, up to a maximum starting pay of one (1) step below the top step of the Public Safety Officer salary range, retroactive to the employee's hire date.

**ARTICLE 17  
Term of Agreement**

This Agreement shall be effective the start of the first pay period after formal approval and signing by both parties until 11:59 p.m. December 31, 2022.

It shall continue in effect from year to year thereafter unless, by written notice delivered by certified mail not less than sixty (60) days prior to its expiration, a party gives notice of its termination. Agreement of the parties to renegotiate wages or benefits shall not operate as a termination of this agreement.

Any provision of the Agreement invalidated by law or governmental proclamation is severable and negotiable and shall not affect the validity of other provisions of this agreement.

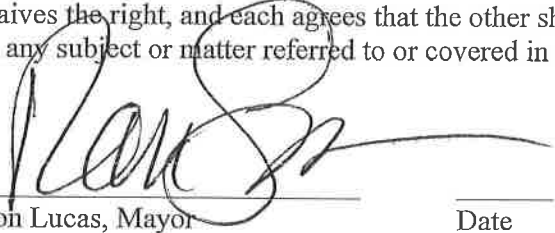
**ARTICLE 18  
Savings Clause**

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties shall

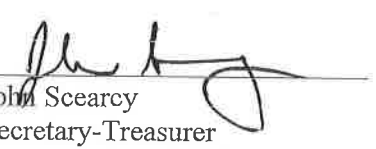
meet, if necessary, as soon as possible to agree on a substitute provision.

**ARTICLE 19**  
**Entire Agreement**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

  
\_\_\_\_\_  
Ron Lucas, Mayor  
Town of Steilacoom

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
John Searcy  
Secretary-Treasurer  
Teamsters Local Union No. 117

2-5-21  
\_\_\_\_\_  
Date

## APPENDIX A

### Public Safety Teamsters Local Union No. 117

#### Salary Pay Plan Effective January 1, 2021

Category	Level	Title	Step 1	Step 2	Step 3	Step 4	Step 5
2	3	Recruit (Step 1 only/without EMT certification)	32.97	34.29	35.66		
2	3	Recruit (Step 1 only/with EMT certification)	33.65				
2	6.1	Public Safety Officer	37.14	38.63	40.20	41.79	43.47
2	7.1	Public Safety Sergeant	40.86	42.50	44.21	45.97	47.80

**Salary Pay Plan 2020**  
**Subject to article 12.23**

**Salary Pay Plan 2021**  
**Subject to article 12.23**

**Salary Pay Plan 2022**  
**Subject to article 12.23**

\*To distinguish between recruits who have EMT certification and those who still need to obtain certification, there are two classifications for recruit (re: 12.22)

\*The position of public safety sergeant shall be listed on the pay plan at 10% above the pay rate for public safety officer.



Attachment A

NOTICE OF RESERVATION OF CLAIM OF GRIEVANCES  
AND REQUEST FOR REFERRAL TO  
LABOR MANAGEMENT COMMITTEE

Pursuant to the current Collective Bargaining Agreement and a Memorandum of Agreement entered into by Management and Public Safety Teamsters Local Union No. 117, hereafter referred to as the Union, regarding Article V, Labor Management Committee, and Article VIII, Grievance Procedure, the Union member(s) identified below gives notice of reservation of rights to make a formal claim of grievance under Article VIII of the labor contract and requests that the matter identified below be referred to the Labor Management Committee pursuant to Article V of the labor contract for attempted resolution of the grievance.

1. Identification of Public Safety Teamsters Local Union No. 117 member.
2. Date of occurrence of alleged dispute under the labor contract.
3. Nature of alleged dispute (include as much factual information as possible, including but not limited to names of other parties involved and specific contract provision(s) involved. Attach a separate sheet if necessary).
4. The Public Safety Teamsters Local Union No. 117 member signing below requests that this dispute be referred to the next Labor Management Committee meeting for consideration and attempted resolution. Said meeting shall be held no later than thirty (30) days from the date this Notice and Reservation is submitted, unless otherwise agreed in writing by the Union and the Town.
5. All rights of the Union member(s) signing below to file a formal grievance pursuant to Article VIII of the labor contract are preserved during this discussion process of the Labor Management Committee. If the matter cannot be resolved by the Labor Management Committee, an impasse shall be formally declared in writing by either party, and the Union member(s) shall then have the balance of the time periods set out in Article VIII Of the labor contract from the date of the written declaration of impasse to file a formal grievance with the Town. The formal grievance procedure will then proceed according to Article VIII of the labor contract.

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Signature of Public Safety Teamster Local Union No. 117 Member

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Date:

---

Printed Named of Public Safety Teamster Local Union No. 117 Member

**MEMORANDUM OF UNDERSTANDING**

**By and Between**

**TOWN OF STEILACOOM**

**And**

**TEAMSTERS LOCAL UNION NO. 117**

**Affiliated with the  
International Brotherhood of Teamsters  
Representing Public Safety**

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**Re: Modification to the SRO Pay Premium**

The parties to this Memorandum of Understanding are the Town of Steilacoom and Teamsters Local No. 117, representing the Public Safety Officers employed by the Town.

The parties have agreed to modify the School Resource Officer (SRO) pay premium in Article 12.18 in the parties' 2020-2022 Collective Bargaining Agreement (CBA).

Notwithstanding that change, the parties agree that the incumbent SRO, Justin Hamrick, shall continue to have the SRO premium added to his regular hourly pay for all hours worked as per the parties' 2017 – 2019 CBA. Should Justin Hamrick leave employment with the Town or leave the SRO assignment and subsequently be rehired and/or reassigned to the SRO position, he would receive the SRO premium per the terms of the applicable CBA rather than this MOU.

**TOWN OF STEILACOOM (PUBLIC  
SAFETY)**

  
\_\_\_\_\_  
**RON LUCAS**  
Mayor

  
\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
**JOHN SCEARCY**  
Secretary-Treasurer

  
\_\_\_\_\_  
Date



# TEAMSTERS LOCAL UNION 117

*Affiliated with the International Brotherhood of Teamsters*

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

© 1999 IBEW 50

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

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

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

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

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

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