

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: A -2

DATE: July 12, 2007

SUBJECT: Resolution No. 07-15 Approving Collective Bargaining Agreement with Teamsters local 763 (Representing Law Enforcement Officers)

CONTACT PERSON: Deborah Knight, City Administrator

ISSUE:

The issue before the City Council is authorizing the Mayor to sign Resolution No. 07-15 approving a 2-year collective bargaining agreement with Teamsters Local 763, representing the City's law enforcement officers.

STAFF RECOMMENDATION:

The staff recommendation is to authorize the Mayor to sign Resolution No. 07-15 approving the collective bargaining agreement with Teamsters Local 763 for the City's law enforcement officers, effective January 1, 2007 through December 31, 2008, and authorizing the Mayor to execute the Collective Bargaining Agreement on behalf of the City.

SUMMARY:

The City's contract with its law enforcement officers expired on December 31, 2006. On December 29, 2006, the contract was extended by mutual agreement of both parties pending the start of negotiations in February. The parties have been bargaining in good faith throughout the negotiations. The proposed agreement (Attachment A) is the result of the party's negotiation efforts.

If the Council chooses not to approve the proposed collective bargaining agreement, the parties would return to the bargaining table to continue negotiations.

BACKGROUND:

Under RCW 41.56 et al, public employees may form bargaining units or labor unions to represent them in collective bargaining negotiations with the City regarding wages, hours and working conditions.

The City is obligated to engage in collective bargaining with the employee's designated representative. If the parties are unable to conclude a collective bargaining agreement, any matter in dispute may be submitted by either party to the Washington State Public Employees Relations Commission (PERC) or the City may implement its last and best offer where there is no contract settlement, subject to grievance arbitration.

DISCUSSION:

In general, the proposed collective bargaining agreement is similar to the one that expired on December 31, 2006. The significant items of the new proposed contract are summarized below:

Non-Discrimination – Article 2

- Housekeeping change for compliance with state law

Hours of Work, Callback, Overtime – Article 4

- Shift notification – New Section 4.3.1

Leaves – Article 7

- Definition of "Immediate Family" - Section 7.8.1(f) sick leave and 7.16.1 (bereavement leave).
 - For sick leave - adds domestic partners (grandfather for current employees), step-relations, in-laws, and grandchildren.
 - For bereavement leave – includes above plus aunts and uncles

Health and Welfare – Article 8

- Switch from Dental Plan "A" to Dental Plan "F" – Total additional cost= \$288/year
- Premium cost share split 50/50 between employee and city - \$0-\$6,000 cost savings
- Domestic partner coverage – grandfathered for existing employees only - \$7,173 annual costs.
- Increase life insurance from \$10,000 to \$100,000 – Total additional cost \$1,536/year
- Add Teamster's pension at employee's option

Miscellaneous – Article 9

- Uniforms updated to reflect current practice
- Contract duration 2-years

Appendix A

- Switch from 100% CPI-U to CPI-W - \$1,000/year
- Eliminate Police Recruit position start with Officer I

Letter of Understanding

- Change City policy for take home vehicles to allow travel outside the county line. Officers would reimburse the City at the IRS rate for add miles (beyond the 25 mile limit) The new policy would allow officers Pereira and Faith to take their police vehicle home.

FISCAL IMPACT:

Total contact cost (over "current" cost) = \$2,824 + vehicle use (per vehicle) approximately \$9,000

Take-home car:

Actual driving distance = 25 miles one-way x 2 = 50 miles x 2 officers = 100 miles

Vehicle miles per gallon 10 gallons per day x 3.50/gallon = \$35/day x 260 days/year = \$9,100

ALTERNATIVES:

1. Approve the 2-year collective bargaining agreement as presented.

This alternative will provide the City with some stability in the police department in regards to wages, hours and working conditions. The City will be able to craft its 2008 budget knowing the cost of law enforcement personnel.

2. Direct City staff to return to the bargaining table to seek the changes identified by the City Council.

This alternative will require City staff to continue negotiations. The City's law enforcement officers are supportive of the contract presented to the City Council for approval. Continuing negotiations may or may not provide additional long-term benefits or savings to the City.

RECOMMENDED MOTION:

I MOVE THAT THE CITY COUNCIL ADOPT RESOLUTION NO. 07-15 APPROVING THE 2-YEAR COLLECTIVE BARGAINING AGREEMENT WITH TEAMSTERS LOCAL 763, SUBSTANTIALLY IN THE FORM PRESENTED, AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY AND TO MAKE ANY NECESSARY CHANGES TO IMPLEMENT THE DIRECTION OF THE CITY COUNCIL REGARDING THIS MATTER.

ATTACHMENTS:

Attachment A – Resolution No. 07-15

COUNCIL ACTION:

DATE:

RESOLUTION NO. 07-15

A RESOLUTION OF THE CITY OF SULTAN, WASHINGTON, ADOPTING A NEW COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF SULTAN AND TEAMSTERS LOCAL 117, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.

WHEREAS, a new collective bargaining agreement has been negotiated with Teamsters Local 763 for the period of January 1, 2007 to December 31, 2008;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SULTAN, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The collective bargaining agreement between the City of Sultan and Teamsters Local 763, effective January 1, 2007 through December 31, 2008 is hereby adopted.

Section 2. The Mayor is hereby authorized to make minor administrative changes, if necessary, to the collective bargaining agreement described herein, and to execute the agreement on behalf of the City of Sultan City Council.

Section 3. Severability. If any section, sentence, clause, or phrase of this Resolution or any resolution adopted or amended hereby, should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Resolution.

RESOLVED this 12th day of July 2007.

BEN TOLSON, MAYOR

ATTEST/AUTHENTICATED:

LAURA KOENIG CITY CLERK

JULY 5, 2007, THURSDAY
TENTATIVE CONTRACT AGREEMENT
VOTING DOCUMENT
TEAMSTERS LOCAL 763

By and Between

CITY OF SULTAN, WASHINGTON
And
TEAMSTERS LOCAL UNION NO. 763
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
(Representing the Law Enforcement Officers)

January 1, 2007 through December 31, 2008

*This document shows only the changes to the current agreement which were negotiated by the City and the Union. All other contract language will remain the same.

ARTICLE II NON-DISCRIMINATION

- 2.1 No employee shall be discriminated against for upholding Union principles or engaging in recognized Union related activities provided such activities shall not interfere with the employees work duties. The Employer and the Union shall not unlawfully discriminate against any individual with respect to his hiring, compensation, terms or conditions of employment because of such individuals' race, color, religion, sex, sexual orientation, sexual preference, national origin, or marital status, or the presence of any physical, mental or sensory handicap, or age, unless such physical, mental or sensory handicap, or age is a bona fide occupational qualification; nor shall they limit, segregate or classify employees in any way to deprive any individual employee of his employment opportunities, except as such may be a bona fide occupational qualification.
- 2.2 Wherever works denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply to either gender.
- 2.3 The sole and exclusive remedy for Federal Law violation(s) involving Section 2.1 shall be to seek relief in the courts or through the appropriate governmental agencies. No arbitrator appointed under the grievance procedure of this Agreement shall have the authority to enter orders or grant relief on Section 2.1 claims.

ARTICLE IV HOURS OF WORK, CALLBACK AND OVERTIME

- 4.1 Hours of Work –The normal workweek for patrol officers shall normally consist of four (4) consecutive ten (10) hour shifts including breaks and meal periods. In no event shall an employee be regularly scheduled to work more than forty (40) hours in a payroll week.
- 4.1.1 Twelve (12) - Hour Work Schedule – Effective January 28, 2006, a twelve (12) Hour Work Schedule shall be implemented and such schedule shall be two (2) consecutive twelve hour days worked followed by two (2) consecutive days off followed by three (3) consecutive twelve hour days worked followed by two (2) consecutive days off followed by (2) consecutive twelve hour days worked followed by three (3) consecutive days off during a fourteen (14) day period. One seven (7) day period would consist of thirty-six (36) hours and the next seven (7) day period would consist of forty-eight (48) hour period. The FLSA work period shall be fourteen (14) days.
- 4.2 Either the Employer or an employee may request a work schedule other than that set forth within Section 4.1. Each side shall give due consideration to any such request; provided however that neither party is obligated to agree to such request. The Employer will also consider in good faith, but is not obligated to accept, requests for flexible work hours within the regular work schedule.
- 4.3 In order to establish consistency and stability, shift schedules shall be posted once every six (6) months. Employees may bid on a seniority basis for the shift they desire to work. Employees shall not be permitted to bid the same shift more than two (2) cycles in a row. The bids however, may be modified in the event of emergencies. An emergency is defined as a sudden, unforeseen event.
- 4.3.1 Notification - Each employee shall be assigned to a regular shift which shall not be changed without five (5) days advance notification. In the event an employee's regular assigned shift is changed without five (5) days advance notification, he shall be paid overtime at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay for all hours worked outside of the employee's normal work schedule.
- The shifts, however, may be modified in the event of emergencies. An emergency is defined as a sudden, unforeseen event.
- 4.4 Rest Periods - All employees shall receive a rest period of fifteen (15) minutes for each four (4) hour work period. Authorized breaks must be arranged so as not to interfere with operational concerns.
- 4.5 Meal Periods - Employees shall receive a meal period which shall be on the Employer's time and which shall commence no less than two (2) nor

more than five (5) hours from the beginning of the work shift. Employees shall coordinate their meal periods with a supervisor to ensure adequate coverage.

- 4.6 Callback - An employee who has left work and is called back to work by their supervisor after completion of a regular shift for unanticipated and/or emergency situations shall be paid a minimum of three (3) hours at the rate of one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay. If there are less than three (3) hours prior to the beginning of the employee's regular shift, then pay shall be one and one-half (1-1/2) times the employee's regular rate of pay for the time worked prior to the regular shift.
- 4.7 Court Time - Employees who have been subpoenaed or requested to appear in court for City related matters, or subpoenaed regarding knowledge of incidents arising during the performance of their duties shall appear and testify as directed. Court appearances during hours outside the employee's regular scheduled shift shall be compensated as overtime in accordance with current overtime provisions and shall be paid at a minimum of three (3) hours of pay. Court time shall not be considered call back time. All civil court attendance shall be considered on duty time and all compensation received from civil trials shall be returned to the City.
- 4.8 Overtime - Until implementation of the twelve (12) Hour Work Schedule, or if the twelve (12) hour work schedule is abandoned, all work performed (includes sick leave and vacation) in excess of forty (40) hours in any one (1) week (seven (7) day period), or any hours on a daily basis beyond the established shift length shall constitute overtime and be paid for at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay. Upon implementation of the twelve (12) Hour Work Schedule, if an employee is required to work hours (includes sick leave and vacation) beyond the established twelve hour work shift he/she shall be compensated for such work at one and one-half (1-1/2) times his/her regular straight-time hourly rate of pay. In addition overtime (one and one-half times his/her regular straight time hour rate of pay) shall be paid for all hours over eighty-four (84) hours in a fourteen (14) day work period, provided however there shall be no pyramiding of hours.
- 4.9 Overtime shall be paid for in increments of fifteen (15) minutes with any portion of each fifteen (15) minutes over eight (8) minutes being paid as fifteen (15) minutes, or if less than eight (8) minutes, disregarded.
- 4.10 An employee may not work overtime without prior authorization from the supervisor.

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- 4.9 Overtime shall be paid for in increments of fifteen (15) minutes with any portion of each fifteen (15) minutes over eight (8) minutes being paid as fifteen (15) minutes, or if less than eight (8) minutes, disregarded.
- 4.10 An employee may not work overtime without prior authorization from the supervisor.

- 4.11 An employee may not work overtime in excess of fifteen minutes without prior authorization from the supervisor. Non-emergency overtime shifts, (such as situations created by personnel shortages) shall be offered to existing bargaining unit members first by order of seniority/availability when operational conditions permit. If possible, extra/overtime shifts shall be posted on the Department bulletin board for sign-up.

ARTICLE VII LEAVES

- 7.1 Vacation/Holiday - Holidays, as such shall not be recognized in police service for the employer.

- 7.2 Employees shall receive vacation as "vacation in lieu of holiday benefits" according to the following schedule:

Years of Continuous Service	Vacation	Vacation in Lieu of Holidays	Total Hours
Beginning 1 st through end of 4 th	80 hours	96 hours	176 hours
Beginning 5 th through end of 9 th	120 hours	96 hours	216 hours
Beginning 10 th through end of 14 th	150 hours	96 hours	246 hours
Beginning 15 th through end of 19 th	170 hours	96 hours	266 hours
Beginning 20 th and thereafter	200 hours	96 hours	296 hours

- 7.3 Vacation in Lieu of Holidays (96 hours) will be awarded on an accrual basis (eight (8) hours per month), commencing on January 1st, and the first day of employment for new employees. Compensation in Lieu of Holiday Overtime (48 hours) will be issued on a separate check to the employee on the first pay period of December. Should an employee terminate before the first pay period in December, the Compensation in Lieu of Holiday overtime shall be calculated as a rate of four (4) hours per month and shall be issued with the final paycheck. New employees shall be eligible to use accrued vacation days upon completion of six (6) months of service, subject to Section 7.5 below. The provisions of 7.2 and 7.3 will become effective April 1, 2003.

- 7.4 An employee may carry over to the following year a maximum of one (1) year worth of vacation leave based on the employee's current accrual rate. In the event an employee reaches the maximum vacation accrual, the Employer shall notify the employee of such in writing. The employee shall have twelve (12) months to reduce vacation leave to below the maximum. Any vacation leave in excess of the maximum accrual not used

within the twelve (12) month period shall be forfeited. The twelve (12) month period may be extended with written approval of the Mayor. Sick leave hours converted to vacation leave shall not count in the maximum accrual calculation.

- 7.5 Vacations shall be scheduled considering the employees' requests subject to the needs of the Department. In the event scheduling conflicts occur, the employee with the earliest seniority date shall be given preference in the selection of vacation time. Reasonable exceptions may be permitted to the seniority rule (such as monetary hardship, emergency leave, etc.). During the month of January of each year employees, on the basis of seniority, shall indicate on the annual leave request form his/her vacation preference. An employee may request a maximum leave of thirty (30) days (or one month) and then the next senior officer will request his/her leave. All reasonable attempts to honor leave requests will be made by supervision and only special emergency conditions and manpower needs will be cause for deviation.
- 7.6 Upon the effective date of separation of an employee's employment, such employee shall thereupon cease to be an employee of the Employer. Such employee shall thereupon be entitled to a sum of money equal to their former compensation for any earned vacation leave and one third (1/3) of unused sick leave. A minimum of ~~two hundred forty (240)~~ four hundred and eighty (480) hours of sick leave must be accumulated before an employee may be eligible for any sick leave buy back.
- 7.7 Earned vacation leave may be taken at any time during a period of sickness after expiration of sick leave.
- 7.8 Sick Leave - Regular full-time employees shall accumulate sick leave with pay at the rate of eight (8) hours per month of service; provided however, no employee shall be accredited with an accumulation greater than nine hundred sixty (960) hours.
- 7.8.1 Allowable Uses of Sick Leave:
- a. Employee's choice to use for own health condition (illness, injury, physical or mental disability due to pregnancy or childbirth);
 - b. The need to care for the employee's immediate family member who is ill or injured;
 - c. Medical or dental appointments for the employee or immediate family member provided that the employee makes a reasonable effort to

schedule such appointments at times which have the least interference with the work day;

d. Expose to a contagious disease where on-the-job presence of the employee would jeopardize the health or others;

e. Use of a legal drug, prescription of over-the-counter, which impairs job performance or safety;

f. The term "immediate family" for the purpose of the sick leave policy shall include spouse, domestic partner, and children of the employee, step-children, parents, step-parents, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, and/or grandmother, grandfather, grandchildren, or any person residing with or legally dependent upon the employee.

g. The term "immediate family" for the purpose of bereavement leave shall include be defined as spouse, domestic partner, and children of the employee, step-children, parents, step-parents, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, and/or grandmother, grandfather, mother, father, grandchildren, aunts and uncles, or any person residing with or legally dependent upon the employee.

7.9 After five (5) continual days of absence, the employer may require a written report from the employee's doctor verifying the illness or incapacity. If the period of absence claimed as sick leave does not exceed five (5) days, no doctor's certification shall be required to accompany the request for approval of sick leave time.

7.10 Sick Leave Buy Back - Should an employee's sick leave accrual reach the maximum set forth within Section 7.8, the employee may convert a maximum of forty (40) hours a year to vacation time.

7.11 Retirement - Upon retirement, under the "State Retirement System", an employee shall receive compensation equal to one third (1/3) of the sick leave hours accrued but unused at the employee's regular straight-time hourly rate of pay, provided the employee has accumulated a minimum of four hundred eighty (480) hours.

7.12 Shared Leave - Employees may donate accrued paid leave to a fellow employee who has a serious health condition and is about to exhaust their paid leave benefits. Any leave shared shall be on a dollar equivalent basis.

- 7.13 ~~Emergency Leave - In the event of a critical illness in an employee's immediate family, the employee shall upon written request be granted use of up to five (5) days of sick leave to be off with pay. Replaced with 7.8.1~~
- 7.14 ~~The term "immediate family" shall be defined as spouse, domestic partner, children of the employee, step-children, parents, step-parents, brother, sister, mother and father-in-law, brother-in-law, sister-in-law, grandmother and grandfather, grandchildren and aunts and uncles.~~
- 7.4513 Maternity Leave - Maternity leave shall be granted in accordance with sick leave. Such maternity leave shall be for the period of time that the employee is temporarily disabled because of pregnancy or childbirth (see Personnel Policies).
- 7.4614 Jury Leave - An employee who is required to serve on a jury or is required to appear before a Court shall be allowed authorized leave with pay less any amount received for such service. Documentation from the Court of payment received shall be required.
- 7.4715 Leave of Absence - Employees may be granted up to twelve (12) months of leave of absence without pay subject to prior approval by the Employer. Such leave shall not constitute a break in service, but no benefits or seniority shall accrue or be paid during the leave of absence. Leaves of absence may not be taken to pursue other employment opportunities.
- 7.4816 Bereavement Leave - In the event of death in the employee's "immediate family", the employee may be granted leave of absence not to exceed three (3) working days with pay.

ARTICLE VIII HEALTH AND WELFARE and PENSION

8.1 Medical and Dental Insurance – Effective January 1, 2007, the Employer shall pay one hundred percent (100%) of the premium necessary for the purchase of employee coverage ninety percent (90%) of the premium necessary for the purchase of employee dependent coverage under the following plans:

Association of Washington Cities Medical Plan "B"
Association of Washington Cities Dental Plan "A"

8.2 Vision Insurance - The Employer shall pay one hundred percent (100%) of the premium necessary for the purchase of employee and dependent coverage under the Association of Washington Cities Vision Plan (\$10.00 deductible).

8.3 If an employee chooses not to cover their dependents (including spouse) under the medical plan, the City will reimburse the employee fifty percent (50%) of the premium savings providing your dependents have coverage.

Example: Dependent Coverage:
\$408.15 X 50% = \$204.08 Spouse
\$189.60 X 50% = \$ 94.80 First Dependent
\$163.75 X 50% = \$ 81.88 Second Dependent

8.4 Domestic Partner Coverage – The City of Sultan, City Council voted to discontinue the recognition of "domestic partners" as dependents for the purpose of Health Insurance coverage under City Policy.

This will no longer allow employees to cover "domestic partners" as dependents for the purpose of Health and Welfare coverage under Article VIII (Health, Welfare and Pension) of the current Collective Bargaining Agreement.

It is agreed by the parties to grandfather all current employees who currently insure a domestic partner and their dependents, and allow them to continue to insure their current domestic partner and dependents as "dependent(s)" for the purpose of Article VIII (Health, Welfare and Pension) during the term her employment with the City of Sultan.

8.35 Life Insurance - The Employer shall pay one hundred percent (100%) of the premium necessary for the purchase of a life insurance policy with a face value of ~~ten thousand dollars (\$10,000)~~ one hundred thousand dollars and no cents (\$100,000.00) for each employee.

8.46 Deferred Compensation - Employees may participate in the Washington State DRS Deferred Compensation Plan under the terms and conditions set up by the administrator of the program and applicable laws.

8.7 Teamsters Pension - The bargaining unit shall have the right once each year, at least sixty (60) days prior to the end of the calendar year, to notify the employer in writing of the unit's intent to divert a portion of any wage increase provided by this Agreement to the Western Conference of Teamsters Pension Trust at such time and in such amounts as may be determined by the bargaining unit. The diversion shall be effective the first month of the following year.

8.6 Coverage – When an employee is hired, their healthcare benefits shall be effective on the first (1st) of the following month in which they work a paid shift.

ARTICLE IX MISCELLANEOUS

9.1 Uniforms - The Employer shall provide uniforms and equipment for Police Officers in accordance with the current quartermaster system (as hereinafter set forth). The Employer shall determine the wear manufacturer, type, style and color in accordance with the police policy manual.

Item Description	Quantity
Uniforms	
Jacket (Patrol)	1
Shirts (Long sleeve)	2
Shirts (Short sleeve)	2
Hat (Patrol)	1
Jumpsuit	4 2
Trousers	4 2
Neck Tie	1
Belt (Trouser)	1
Boots (Patrol)	4 2 Pair (at hire)
Shoes (Dress)	1 Pair
Foul Weather Gear	1 Jacket, 1 Pair Pants
Safety Equipment	
Ballistic Vest <u>Level 3 with Hard Trauma Plate</u>	1
Handcuffs	2
Handcuff Case	1 Dual or 2 Single
Utility Gun Belt	1
Utility Belt Keepers	4
Duty Weapon	1

Weapon Holster	1
Dual Magazine Holder	1
Asp and Holder	1
Cap Stun Holder	1
Mag Light Holder	1
Key Holder	1
Taser and Three (3) Cartridges	1
Ear Piece for Radio	1

- 9.1.1 The Employer shall replace worn or damaged clothing and equipment as needed.
- 9.2 Specialized Equipment - The Employer shall issue equipment necessary for specialized assignments as per the specific unit policy.
- 9.3 Civil Service Rules - It is understood that Police Officers are subject to the Civil Service Rules of the Police Department.
- 9.4 Appeals/Grievances - Any alleged violation of a contractual provision also covered by Civil Service Rules may be adjudicated either through the Civil Service appeals process or through the grievance procedure, provided that the filing of a Civil Service appeal, either before or after the filing of a grievance, shall constitute an election of remedies and a waiver of the subject employee's right to further pursue his grievance or the Union's right to require the Employer to arbitrate the grievance.
- 9.5 ~~Foul Weather Gear - The Employer shall furnish foul weather gear where needed which shall remain in the custody of the Employer.~~
- 9.6 Leave Accounting - Employees shall be provided an accounting of accrued sick leave and vacation hours on their biweekly paychecks.
- 9.7 Higher Classification - Employees shall generally not work out-of-classification but in the event a temporary provisional appointment is made, employees shall receive pay commensurate with the out-of-classification position assigned. Provisional appointments may not exceed four (4) months and if they inadvertently do, Civil Service rules apply and no property rights are conferred. The affected employee should notify the Employer when an out-of-classification assignment is approaching the four (4) month period of time.
- 9.8 Animal Control - Law Enforcement Officers shall not be responsible for Humane Society control measures of a non-emergent nature.

ARTICLE XV DURATION

15.1 This Agreement shall be effective January 01, 2006~~7~~ and shall remain in full force and effect through December 31, 2006~~8~~.

APPENDIX "A"
to the
AGREEMENT
by and between
CITY OF SULTAN, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Law Enforcement Officers)

January 01, 2006 through December 31, 2006

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF SULTAN, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

A.1 Effective January 01, 2006, the hourly rates of pay for classifications covered by the Agreement shall be as follows:

Police Recruit I	(00-06 months)	\$17.17
Police Officer II	(07-12 months)	\$18.95
Police Officer III	(13-24 months)	\$20.66
Police Officer IV	(25-36 months)	\$22.97
Police Officer V	(37-48 months)	\$24.76
Police Officer VI	(49-60 months)	\$26.41
Senior Police Officer VII	(61+ months)	\$28.14
*Corporal		\$29.55

*The rate of pay for Corporal Classification will be a minimum of five percent (5%) above the rate of pay for a "Senior Police Officer VII.

A.1.1 Effective January 01, 2007, the rates of pay set forth within Section A.1 shall be increased by one hundred percent (100%) of the percentage increase set forth in the "~~All Urban Consumers Index~~" (CPI-U) Urban Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1967=100) for the Seattle-Tacoma-Bremerton Area for the period from June 2004 to June 2005, as is published by the Bureau of Labor Statistics, United States Department of Labor.

Effective January 01, 2007, the hourly rates of pay for classifications covered by the Agreement (reflect a four point six percent (4.6%) increase) shall be as follows:

Police Recruit I	(00-06 months)	\$17.17
Police Officer II I	(07 00 - 12 months)	\$19.82
Police Officer III II	(13-24 months)	\$21.61
Police Officer IV III	(25-36 months)	\$24.03
Police Officer V IV	(37-48 months)	\$25.90
Police Officer VI V	(49-60 months)	\$27.62
Senior Police Officer VII VI	(61+ months)	\$29.43
Corporal		\$30.91

*The rate of pay for Corporal Classification will be a minimum of five percent (5%) above the rate of pay for a "Senior Police Officer VI."

A.1.1 Lateral entry officers may be appointed to Police Officer based upon their prior service as full-time commissioned police officers, providing it is acceptable both to the Employer and Criminal Justice Training Commission.

A.1.2 Advancement from one Pay Step to a higher Pay Step shall be based on time in service and satisfactory annual performance evaluations for the preceding year. In the event an unsatisfactory rating is received and Pay Step advancement denied, the employee shall have an additional three (3) months to bring their performance up to standard and thereby earn their Step increase.

A.2 Effective January 01, 2008, the rates of pay set forth within Section A.1 shall be increased by one hundred percent (100%) of the percentage increase set forth in the Urban Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1967=100) for the Seattle-Tacoma-Bremerton Area for the period from June 2006 to June 2007, as is published by the Bureau of Labor Statistics, United States Department of Labor.

A.3 Education Pay - An employee who has earned a degree in a field of study including police administration, political science, sociology, psychology, law, business administration, education, criminology and other employer approved field of study shall receive additional compensation per month as follows.

	Effective 2006	Effective 2007
AA degree	\$79.40	\$83.05
BA/BS	\$158.79	\$166.09
MA	\$208.28	\$217.86

Year 2008 will be adjusted by the formula in A.2.

LETTER OF UNDERSTANDING

By and Between

CITY OF SULTAN, WASHINGTON

And

PUBLIC, PROFESSIONAL & OFFICE CLERICAL EMPLOYEES AND DRIVERS

TEAMSTERS LOCAL UNION NO. 763

Affiliated with the International Brotherhood of Teamsters

(Representing the Law Enforcement Officers)

IT IS UNDERSTOOD AND AGREED by the parties, City of Sultan, Washington (hereafter "the Employer"), and Teamsters Local Union No. 763 (hereafter "the Union"), enter into this agreement as follows:

1. The Employer and City Council will amend City Policy # 28.8 (Criteria for Take Home) regarding Take Home Vehicles for Law Enforcement Officers to read: "Officers shall be issued a take home department vehicle. Officers who reside outside twenty five (25) miles of the City of Sultan city limits (Weigh Station to the west and Chevron Station at Rice Road to the east) shall reimburse the city any miles in excess of the twenty five (25) miles at the IRS Annual Mileage Rate."

PUBLIC, PROFESSIONAL & OFFICE-
CLERICAL EMPLOYEES AND
DRIVERS LOCAL UNION NO. 763,
affiliated with the International
Brotherhood of Teamsters

CITY OF SULTAN,
WASHINGTON

By _____
David A. Grage
Secretary-Treasurer

By _____
, Mayor

Date _____

Date _____