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**AGREEMENT
BY AND BETWEEN**



**TEAMSTERS LOCAL 760
POLICE OFFICERS**

AND

THE CITY OF EPHRATA



01 JANUARY 2019

THROUGH

31 DECEMBER 2023

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PREAMBLE

This Agreement is made and entered into by and between the City of Ephrata, Washington, hereinafter referred to as the "Employer", and, Teamsters Local 760 hereinafter referred to as the "Union" for the purpose of establishing certain wages, hours and working conditions affecting the employees as well as increasing the general efficiency of the Police Department of the City, it's employees and the Union to accomplish the foregoing, the parties agree to the following Articles within this Agreement.

ARTICLE 1- RECOGNITION

1.01 The Employer recognizes the Union as the designated representative for full-time and regular part-time employees of the City of Ephrata Police Department, excluding the Chief of Police, confidential employees, supervisors and all other employees of the Employer. This recognition provision is to be construed consistent with the Public Employment Relations Commissioners' decision 2353-A-PECD in case number 5988-E-85-1069.

ARTICLE 2- NEGOTIATIONS

2.01 This is a five (5) year Contract. The parties shall meet at times and places mutually agreed on. Either party may compel the meetings to be conducted at a neutral location.

ARTICLE 3- UNION MEMBERSHIP

3.1 Employees of the Employer covered by this Agreement may, following the beginning of such employment join the Union.

3.1.1 The Union agrees to represent all employees within the bargaining unit without regard to Union membership. The Union shall provide the Employer with thirty (30) calendar days' notice of any change in the dues structure and/or the initiation fee structure

3.1.2 The Union and the employee may enter into an agreement to provide for a division of the costs incurred, should the employee request the Union's assistance in pursuing a grievance on the employee's behalf. If such employee pursuant to this Section requests the Union to use the Grievance and Arbitration Procedure on his behalf, the Union is authorized to charge the employee for the reasonable cost of using such procedure.

3.2 When the Employer hires a new employee, the Employer shall, within fourteen (14) calendar days of the date of employment, notify the Union in writing giving the name, social security number, hire date, address, and classification of the employee hired. The Employer will inform new, transferred, promoted, or demoted employees in writing prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status. The Employer will furnish the employees appointed into bargaining unit positions membership materials supplied by the Union. The Employer will inform employees in writing if they are subsequently appointed to a position that is not in a bargaining unit. Per statute, Union

representatives shall be given thirty minutes paid time with each new employee to discuss union membership.

3.3 Dues Cancellation

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

3.4 When provided a "voluntary check-off" authorization in the form furnished by the Union and signed by an employee, the Employer agrees to deduct from the employee's pay, the Union's applicable dues, as prescribed in the "voluntary check-off" form. The full amount of monies so deducted by the Employer shall be promptly forwarded to the Union by check along with an alphabetized list showing names and amounts deducted from each employee. The Union agrees to defend and hold the Employer harmless against all suits, orders or judgments brought or issued which may arise from the Employer making a good faith effort to administer this section.

ARTICLE 4- MANAGEMENT RIGHTS

4.01 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority. All matters not expressly covered by the language of this Agreement or by State law shall be administered for the duration of this Agreement by the Employer as the Employer from time-to-time may determine. Affairs of the Employer concerning such prerogative include, but are not limited to, the following procedures:

- A: The right to establish lawful work rules and procedures.
- B: The right to schedule work and overtime work, and the methods and processes by which said work is to be performed in a manner most advantageous to the Employer and consistent with the requirements of the public interest.
- C: The right to hire, transfer, suspend, discharge for just cause, layoff, recall, promote, or discipline employees as deemed necessary by the Employer as provided by this Agreement and/or as provided by the General Rules and Regulations of the City of Ephrata Civil Service Commission.
- D: The right to determine the size and composition of the work force and to assign employees to work locations and shifts.
- E: The right to determine what law enforcement duties shall be performed by various Police personnel.
- F: The parties understand that incidental duties connected with operations, not enumerated in job descriptions, shall nevertheless be performed by the employee when requested by a superior officer.
- G: The right to take actions as may be necessary to carry out Employer's services in emergencies.

4.02 Nothing in this Agreement shall be interpreted to detract or circumscribe the trust and responsibilities placed in City officials inclusive of the City Administrator and the Chief of

Police, and the rights and obligations owed thereby to the electorate.

4.03 Past Practices: Past practices shall not be binding on the Employer; provided, however, if the Employer chooses to change past practice, the Employer shall provide notification to the Union and shall provide the Union with an opportunity to discuss the Employer's proposed change to past practice. The notification and opportunity to discuss shall not impede or affect the Employer's right to change past practice. The notification to the Union will contain a proposed date for discussion of the change with the Union as well as the anticipated date for implementation of the Employer's change to past practice.

ARTICLE 5- DEFINITIONS OF EMPLOYEES

5.01 Temporary Employee: A temporary employee is one who has been appointed by the Employer to meet an immediate and/or temporary need, inclusive of bona fide emergencies as defined in Section 12.12. He may work on a full-time or part-time basis as prescribed by the Employer. In no event shall a temporary employee be employed for longer than six (6) consecutive calendar months unless extended for a longer period of time by mutual agreement of the Employer and the Union. A temporary employee is not a member of the bargaining unit and is not covered by the Agreement.

5.02 Regular Part-time Employee: A regular part-time employee is one who has served his probationary period of twelve (12) consecutive months of employment and who may work less than eight (8) hours per day or forty (40) hours per week. Regular part-time employees will be deemed to be off training when they have successfully completed the training period for new employees as set forth in Department Policies.

5.03 Regular Employee: A regular police officer is one who has been approved by the Civil Service Commission, has served his twelve (12) consecutive month probationary period and is employed on a full-time basis. A regular employee, other than a police officer subject to Civil Service, is one who has served his twelve (12) consecutive month probationary period and is employed on a full-time basis. Such employees shall be entitled to accrue those wages and benefits provided by this Agreement and are subject to the conditions of this Agreement.

5.04 Probationary Employee: A probationary employee shall be defined as any new hire employed for the purpose of becoming a regular or regular part-time employee and is one who has not completed twelve (12) consecutive calendar months of service after successful completion of the basic law enforcement academy. Probationary employees shall work under the provisions of this Agreement but shall be only on a trial basis, during which period he may be discharged without recourse.

5.05 Reserve Units: There shall exist at the option of the Employer a reserve unit of law enforcement reserve officers to which the provisions of this labor Agreement shall not apply. The Employer will notify regular employees by posting the status of reserve law enforcement officers regarding commissioned versus noncommissioned. Regular employees, as required by the Employer, shall work with reserve commissioned status. This unit of law enforcement

reserve officers would include and be limited to circumstances involving temporary replacement of regular employees in case of vacation, holidays, sickness, any type of schooling, circumstances involving short-handedness in personnel, and those circumstances involved in a bona fide emergency as set forth in Section 12.12.

ARTICLE 6- SENIORITY

6.01 "Seniority", as used in this Agreement, is determined by the length of an employee's continuous service within the Ephrata Police Department since his last date of hire, including total military time if drafted while employed by the City or any other authorized leave up to a maximum of one (1) year.

6.02 The Employer will provide the Union with copies of the seniority list on January 1st or at other times by request. Should more than one (1) employee have the same hire date, the individuals involved will determine seniority by use of their Civil Service Exam ranking.

6.03 An employee shall lose all seniority, forfeit all rights and the Employer shall have no obligation to rehire said employee under the following conditions:

- A. The employee voluntarily leaves the service of the Employer, or
- B. The employee is discharged for just cause, or
- C. The employee is discharged during the probationary period, or
- D. The employee is laid off for a period in excess of twelve (12) consecutive calendar months.

6.04 Transfer: A regular employee in one classification may be considered for transfer to a position in another classification having the same or higher salary range, provided the employee has at least the minimum qualifications for the position to which the transfer is proposed; provided the Employer desires to fill the position and provided it is in accordance with Civil Service Regulations, if required.

6.05 An employee who is promoted shall be considered probationary at that position for a period not to exceed six (6) consecutive calendar months from the date such promotion occurs. If the promoted employee declines within six (6) consecutive calendar months, the employee shall revert to his former position without prejudice.

6.06 Seniority shall be a factor in filling job assignments within the department provided the individual is otherwise qualified based on training, experience, performance, and ability as determined by the City Administrator or his designee subject to the grievance procedure.

ARTICLE 7- LAYOFF & RECALL

7.01 In the event of a layoff or reduction in personnel by the Employer, the employees in the lowest rank will be laid off in inverse order of their seniority provided that the remaining employees can perform the work in a satisfactory manner as determined by the City

Administrator or his designee. In the event of a vacancy in the department, an employee who has been laid off will have the first opportunity to fill said vacancy or vacancies in the order of their seniority in that position of personnel. Notification of eligibility shall be by certified mail to the employee's last known address within twelve (12) months following the layoff or reduction in personnel.

ARTICLE 8- UNION ACTIVITIES

8.01 The authorized and credentialed representatives of the Union shall be allowed admission to the Police Department subject to prior approval of management for the purpose of observing conditions on the job and shall not unduly interfered with workmen during working hours.

8.02 The Shop Steward shall be permitted reasonable time to investigate, present, and process grievances on property without loss of time or pay during his regular working hours without interruption of the Employer's operation and where agreed to by the Employer, off the property or other than during this regular schedule without loss of time or pay. Such time spent in handling grievances during the Shop Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Shop Steward.

ARTICLE 9- DISCIPLINE & DISCIPLINARY PROCEDURES

9.01 The Employer or its designee may discipline any employee only for just cause inclusive of such events as may be deemed to be just cause as set forth in the Rules and Regulations of the Ephrata Civil Service Commission but not necessarily limited thereto. Discipline shall be carried out in a manner which is least likely to embarrass the employee before other employees or the public. Copies of any disciplinary action shall be given to the employee.

9.02 Disciplinary action or measures shall include only the following:

- A. Verbal reprimand.
- B. Written warning.
- C. Suspension without pay.
- D. Demotion.
- E. Discharge.

9.03 The parties agree that progressive and escalating levels of discipline are preferable to allow an employee proper notice of misconduct and the opportunity to improve performance and to allow the Employer to document prior disciplinary matters. Disciplinary action shall be considered active for a period of one calendar year from the date it is issued. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offenses, and prior record of active discipline; the order in which these criteria appear is not indicative of their priority. All active previous disciplinary actions in an employee's file may be evaluated and considered in a progressive disciplinary action.

9.04 Notwithstanding subsection 9.03 above, the Employer may immediately suspend without

pay or discharge an employee for a serious event which constitutes just cause for discipline inclusive of such events as are deemed to be just cause by the Ephrata Civil Service Commission as set forth in the Commission's Rules and Regulations or as amended.

9.05 The Employer shall issue a complaint regarding an employee's work or conduct not later than thirty (30) days after the incident or conduct has been discovered, verified, and become proven.

9.06 Any employee who is under investigation for disciplinary action which may result in permanent notation in his/her personnel file or which may result in suspension without pay, demotion, or discharge, shall, before being required to respond or answer questions pertaining thereto, be informed of the existence and nature of the investigation.

9.07 The provisions of this Article shall not apply to newly hired employees serving a probationary period. Probationary employees shall work under the provisions of this Agreement, but shall be only on a trial basis, during which period they may be discharged without any recourse.

9.08 Any disciplinary action by a supervisor other than the Chief, except verbal reprimands, shall not be final unless affirmed in writing by the Employer. Notations or copies of any such disciplinary actions shall be sent to the Union at the time it is given to the employee.

9.9 Unless circumstances exist which warrant immediate suspension or discharge, the employee shall, before the disciplinary action is finalized, have the opportunity to discuss the matter with his immediate supervisor and the Chief, and be informed of the nature of the charges, and the facts supporting them. The employee shall be given an opportunity to respond to the charges, including a reasonable time (not to exceed ten (10) calendar days) to consult a Union representative.

9.10 The employee shall have the right to have a disciplinary action against him reviewed for just cause and severity of discipline through either of the following procedures. At the employee's option, an appeal can be made through the grievance procedure as outlined in Article 10, or through the Ephrata Civil Service Commission. The employee's decision of appeals procedure shall be final and binding on all parties. The employee must exercise it's option within ten (10) calendar days of the disciplinary action otherwise the appeal shall be null and void and the disciplinary action shall remain as taken. The employee must choose one procedure or the other; said employee cannot exercise an appeal under both procedures.

9.11 Should any employee option to file a written demand for investigatory hearing regarding the disciplinary action through the Ephrata Civil Service Commission, the matter shall be handled in accordance with applicable procedures as contained in the Rules and Regulations of the Ephrata Civil Service Commission.

9.12 Should the employee option to grieve a disciplinary action through the provisions of the grievance procedure, the matter shall be handled in accordance with Article 10.

ARTICLE 10- GRIEVANCE PROCEDURE

10.01 The parties hereto recognize the need for fairness and justice in the adjudication of employee grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly. If, however, a grievance cannot be resolved through informal means, the grievance will be settled as hereinafter provided.

10.02 A grievance is defined as a dispute involving the interpretation, application, or alleged violation of any provision of this Agreement between the Employer and the Union.

10.03 Any party who believes that they have a grievance arising out of the terms of this Agreement may personally, or through a representative, apply for relief under the provisions of this Article.

10.04 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless waived or extended by mutual agreement of the parties to the grievance.

10.05 If any party fails to file a grievance, other than for disciplinary actions, within fifteen (15) calendar days from the date of the occurrence or when the party reasonably should have known of the occurrence, then said party forever waives the grievance as well as all rights and remedies with regard to said grievance. If a matter involves disciplinary action then an aggrieved party must file, either a written demand for an investigatory hearing before the Civil Service Commission or a grievance, within fifteen (15) calendar days from the date of such disciplinary action otherwise said appeal or grievance is forever waived and shall be null and void. Failure to pursue a grievance to the next step renders final and conclusive the last determination and response.

10.06 A Grievance may be verbally presented by the aggrieved employee to the employee's immediate supervisor. The employee shall have the option of being accompanied by his Union Representative, or a representative of his own choosing if he feels that it is necessary. The immediate supervisor shall respond within three (3) working days. If the matter is not satisfactorily resolved, then the Grievant may hereinabove and the following procedure, which in any case, shall be done within fifteen (15) calendar days of the date of disciplinary action or within fifteen (15) calendar days from the date of another type of occurrence.

10.07 Should the Union or the Employer have a concern which could result in a grievance, the parties may choose to bring up the matter within fifteen (15) calendar days of the concern or when the party reasonably should have known of the concern which gave rise to the potential grievance or said grievance shall be forever waived and null and void. The aggrieved party shall first discuss the matter with the other party to provide an opportunity for the clarification and/or appropriate adjustment, consistent with the terms of this Agreement. Should the matter not be resolved informally, the moving party may elect to take the matter to formal grievances.

10.08 The formal grievance procedure shall be as follows:

Step 1. If the grievance involves occurrences other than disciplinary actions, the grievance shall be presented in written form to the employee's division head within fifteen (15) calendar days from its occurrence. The division head shall respond in writing within fifteen (15) calendar days after receiving said grievance. In the event the matter relates to disciplinary action, then the grievance shall be presented in written form to the employee's division head within fifteen (15) calendar days from the disciplinary action. Since disciplinary action is not final unless approved by the Chief, the grievance may be presented in written form within fifteen (15) calendar days from the date of the occurrence directly to Step 2 of the grievance procedure.

Step 2. If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, then within fifteen (15) calendar days of the response in Step 1, above, the grievance, in written form, shall be presented to the Chief. Thereafter, the Chief shall respond in writing to the aggrieved employee within fifteen (15) calendar days after receipt of the grievance.

Step 3. If the grievance is not resolved to the satisfaction of the concerned parties at Step 2, then within fifteen (15) calendar days of the response in Step 2, the Union may request a meeting with the City Administrator and a representative of the City Council in an effort to reach a settlement.

Step 4.

A. Final and Binding Arbitration: If the grievance has not been resolved at Step 3, either party to this Agreement may refer unsettled grievances to final and binding arbitration.

B. Notice - Time Limitation: The referring party shall notify the other party in writing by certified mail to submission to arbitration within fifteen (15) calendar days after receipt of the Step 3 response.

C. Arbitrator - Selection: After timely notice, the parties shall establish who the arbitrator will be in the following manner:

i. After timely notice, the parties shall select an impartial arbitrator within thirty (30) days, if possible, after the request is made to arbitrate.

ii. If the parties cannot mutually agree on an impartial arbitrator who is able and willing to serve on a timely basis, either party may demand a list of eleven (11) qualified persons who are willing to abide by time limitations. A list of impartial arbitrators may be furnished by Public Employment Relations Commission (PERC).

The party demanding a paid arbitrator shall have the right to determine the organization from which the list of eleven (11) names is to be derived. The parties shall flip a coin to determine who will strike the first name, following which each will alternately strike one of the names submitted until only one (1) name remains. This person will serve as the sole arbitrator subject to the following provisions.

D. Decision - Time Limit: The arbitrator will meet and hear the matter at the earliest possible date after the selection of said arbitrator. After completion of the hearing, a decision shall be entered within thirty (30) calendar days or as soon as possible thereafter, unless an extension of time is agreed upon as provided for herein.

E. Limitations - Scope - Power of Arbitrator:

- i. The arbitrator shall not have the authority to add to, subtract from, alter, change, or modify the provisions of this Agreement.
- ii. The arbitrator shall have the power to interpret and apply the terms of the Agreement and/or determine whether there has been a violation of the terms of this Agreement.
- iii. The arbitrator shall consider and decide only the question or issue raised at Step 1 and/or Step 2.
- iv. In conducting a hearing, the arbitrator shall keep a verbatim record of testimony either by tape recording or court reporter. The arbitrator shall also have the authority to receive evidence and question witnesses.

F. Arbitration Award - Damages - Expenses:

- i. The arbitrator shall not have the authority to award punitive damages.
- ii. Each party hereto shall pay the expenses of their own representatives, witnesses, and other costs associated with the presentation of their case and one-half (1/2) the expenses of the arbitrator.

ARTICLE 11- NO STRIKE & NO LOCKOUT

11.01 Neither the Union nor its agents, or any employee(s) shall aid, cause, condone, authorize, or participate in any strike or work stoppage, slowdown, or any other interference with the work

and/or statutory functions and/or obligations of the Employer.

11.02 Employees who engage in any of the above referenced activities shall not be entitled to any pay or fringe benefits during the period he/she is engaged in such activity. The Employer may discharge or discipline any employee who violates this Article.

11.03 The Employer agrees that there will be no lockouts except in the event the Union and/or the employees violate the terms of this Article.

11.04 Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 12- HOURS OF WORK & OVERTIME

12.01 The normal work day shall consist of twelve (12) hours of work each day as determined by the Chief.

12.02 The normal work week shall be comprised of an FLSA 7k compliant schedule of twelve (12) hour days, not to exceed eighty-four (84) hours in a two (2) week payroll period. The Chief shall have the flexibility of establishing a normal work week of five (5) work days with eight (8) hours each within the period of one (1) calendar week. The Chief shall also have the flexibility of establishing a normal work week of four (4) days with ten (10) hours each day within the period of one (1) calendar week.

12.03 The normal work period shall be an FLSA 7k compliant eighty-four (84) hours in a two (2) week payroll period. Employees on a five (5)/eight (8) schedule will be entitled to overtime for hours worked in excess of eight (8) hours per day or forty (40) hours per week. Employees on a four (4)/ten (10) schedule will be entitled to overtime for hours worked in excess of ten (10) hours per day or forty (40) hours per week. Employees on a twelve (12)/eight-four (84) schedule will be entitled to overtime for hours worked in excess of twelve (12) hours per day or eighty (80) hours in a two-week payroll period. Overtime shall be compensated for at one and one-half (1-1/2) times the employee's applicable hourly rate either in pay or by way of compensatory time-off subject to the provisions contained in this Article 12.07. Officers accrue four (4) Kelly Time hours per two-week (84-hour) shift schedule. An Officer may carry up to 32-hours of Kelly Time. Any hours in excess of this shall be paid as straight-time.

12.04 Shift hours will be established, from time to time, by the Chief. The Chief may require that employees going off shift remain on duty to adequately inform their replacements of operational conditions and status. Employees shall work the normal shift, as established by the Chief, of up to eight (8), ten (10), or twelve (12) hours inclusive of the standard lunch period.

12.05 The Chief will make a reasonable effort to ensure that employees receive a minimum of twelve (12) hours off between scheduled shifts.

12.06 Police Officer Overtime:

- (a) Overtime shall only be worked when such overtime has been specifically authorized by the Chief or his/her designee prior to the overtime being worked.
- (b) Extra work outside the normal schedule shall be offered to Regular Police Officers prior to being assigned to Reserve Officers. When time permits, available extra work shall be posted in the form of a memo and those Officers interested shall sign up for such work.

12.07 The employee may elect to receive compensatory time off in lieu of payment for overtime; however, an employee may only accumulate up to a total of sixty (60) hours compensatory time at any time. The use of compensatory time shall be subject to prior approval of the Chief.

12.08 Other

- (a) If an employee is required to report to work at a time other than immediately before or after their regularly scheduled duty shift, said employee will be entitled to a minimum of two (2) hours at the time and one-half (1-1/2) rate. Only the actual time worked will be utilized for purposes of calculating qualifications for overtime in accordance with the overtime provisions of this Article.
- (b) If any employee is required to appear in court during regularly scheduled time off, said employee will be entitled to a minimum of three (3) hours pay at the time and one-half (1 ½) rate.
- (c) If any employee is placed in readiness or on call status, they shall be compensated at the rate of fifty percent (50%) of their regular hourly rate, for all hours they are in said status, and all such hours shall count as time worked for the purposes of overtime.

12.09 Shift change notices to fill a vacant shift will be posted with seven (7) days or as much advance warning as practicable under the circumstances except in the event of an emergency as defined herein.

12.10 Employees may change shifts when unforeseen circumstances arise provided, they first request and receive approval from the Chief or his designee. Such exchange of shifts shall not constitute a basis for entitlement to overtime compensation.

12.11 Time worked: Vacations, sick leave, holidays, jury duty, military leave, emergency leave, medical leave, maternity leave, and/or leave of absence shall constitute time worked for the purpose of calculating overtime.

12.12 The term "bona fide emergency" or "emergency" include a life-threatening situation; civil disorder; natural disaster; sudden unexpected happening; unforeseen occurrence or condition;

complication or circumstances; sudden or unexpected occasion for action; or pressing necessity.

12.13 Daylight Savings Time: An officer working a fall back schedule shall be compensated one (1) hour of overtime for the extra hour worked. An officer working a spring forward schedule shall be allowed to either work a full twelve (12) hour shift or, if the officer so chooses, they may use one (1) hour of vacation time, comp time, or a Kelly hour to compensate for the hour not worked.

12.14 Training days that occur on a employees normally scheduled work day will be compensated for a full work day of (12) twelve hours, when the employee works six (6) hours or more. When employees are scheduled to work by attending training on their normally scheduled days off worked:

- A. Subject to the approval of the employee's supervisor, the employee may flex the work time on a "day for day" basis within the same 84-hour work week of the employee working the training. The "day for day" basis includes training days where the employee attends works and participates in training for periods longer than six (6) hours; or
- B. The employee may select to be compensated for the actual hours worked with either overtime or compensatory time based at the rate of one and one half (1 ½) times their hourly rate.

ARTICLE 13-SICK LEAVE

13.01 Employees may use accumulated sick leave for the following reasons:

- A. Personal illness or accident.
- B. Illness in the immediate family.
 - 1. "Immediate family" includes only persons related by blood or marriage or legal adoption in the degree of consanguinity of spouse, children, parents, grandparents, brother, sister, grandchildren of the employee plus other persons related by blood, marriage or legal adoption living in the employee's immediate household.
- C. Doctor or dentist appointments.
- D. Physical and/or mental incapacity to such extent as thereby rendered unable to perform duties.
- E. Paternity leave to a maximum of five (5) days unless additional days are approved by the Chief.
- F. Pregnancy; medical treatment related to pregnancy.
- G. Donation to another employee who has exhausted his bank. (The parties agree that this provision shall be monitored for abuse)

13.02 (a) Eligible employees are entitled to eight point four (8.4) hours sick leave for each month of employment and may accumulate unlimited sick leave.

(b) Reimbursement of Unused Sick Leave: Unused accumulated sick leave will be paid upon death, retirement, voluntary termination or a reduction in force on the following basis:

After an employee reaches a threshold two hundred (200) hours of unused accumulated sick leave, compensation for accumulated sick leave above and including the threshold shall be paid at fifty percent (50%) of total unused accumulated sick leave hours at their current rate of pay. Maximum compensation shall not exceed four hundred eighty (480) hours.

13.03 Eligible part-time employees who work at least twenty (20) hours per week are entitled to sick leave on a prorata basis not to exceed twelve (12) working days per year, based upon the employee's assigned hours.

13.04 A deduction of one (1) working day of sick leave shall be made for each absence. The rate of sick leave shall be the same per day as that paid the employee per working day.

13.05 Sick leave shall be deducted on the basis of one (1) hour increments.

13.06 If an employee is on vacation and becomes sick or disabled, he may charge such absence to his accumulated sick leave account by satisfactory notice to his Employer. The scheduled time off shall be deferred to a later time except in the event that the employee is out of sick leave in which case the absence shall be charged to his accumulated annual leave.

13.07 Any illness requiring time off must be reported to the Chief of Police on or before the first day of the absence, and the employee shall keep the Employer apprised of each subsequent day(s) of absence. Upon returning to work, the employee is required to submit a written statement explaining the nature of the illness. If such illness exceeds three (3) or more consecutive workdays, the Employer may require a doctor's certificate. Sick leave is subject to the approval of the Employer.

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

13.09 Medical Leave: Leaves of absence without pay or benefits for temporary disability (i.e. illness or injury) may be granted by the Employer to an employee who has completed his probationary period and who has expended all accrued sick leave benefits as well as all accrued vacation leave benefits; provided, however, that medical verification is required. Medical leave shall not exceed one (1) year in duration unless extended by the Employer.

13.10 Compassionate Leave: Sick leave may be taken for serious illness in the immediate family when the presence of the employee is required by a doctor, or death in the immediate family, funeral included. Leave for such reasons shall be limited to three (3) days upon notification to the Employer. Additional days may be granted subject to the approval of the Chief and, if so, shall be deducted from earned sick leave days and/or annual leave days if sick leave

days are exhausted. Additional use of sick leave for bereavement purposes is subject to approval by the Employer on a case-by-case basis.

13.11 **Coordination of Disability Benefits:** Sick leave disability pay will be integrated with health and welfare provisions, or the State Workmen's temporary disability compensation schedule of benefits, so that the sum of the daily sick leave allowance and/or annual leave allowance hereunder and the previously referenced health and welfare plans or State disability plans, shall not exceed one hundred percent (100%) of the regular daily rate at straight time for any one (1) day. Any portion of the sick leave pay allowance or annual leave pay allowance not received by the employee by reason of such reduction shall be retained in his accumulated sick leave account or his accumulated annual leave account. When all sick leave has been exhausted, the employee's accumulated vacation shall be utilized and integrated with the above benefits.

13.12 **Maternity Leave:** Accumulated sick and annual leave may be used for maternity leave(s), in which case the employee will be paid to the extent of the sick leave and annual leave used. Maternity leave may thereafter be granted without pay. The Employer reserves the right to require a second medical opinion at the Employer's expense. The Employer may grant such leave for up to twelve (12) consecutive months.

ARTICLE 14- ANNUAL LEAVE

14.01 All regular employees shall accrue and be granted the following vacation accumulation according to the following schedule:

	Years of Service (Beginning)	Monthly Accrual Rate (Hours)	Annual Accrual Rate (Hours)
	0-5	12.0	144
Commencing	6-15	16.0	192
“	16-19	18.64	224
“	20	19.33	232
“	25	24	288

14.02 An employee must be employed for one (1) year before said employee is entitled to any annual leave.

14.03 All accrued annual leave shall be paid to regular employees who are laid off, or who voluntarily leave the service of the Employer after having provided two (2) weeks notice. Employees who are terminated for cause will be paid not more than twenty-five percent (25%) of their accumulated annual leave.

14.04 Employees shall accrue Vacation Leave on a monthly basis. At the end of each calendar year an employee shall only carryover into the next year two hundred eighty (280) hours. Any excess Vacation Leave over two hundred eighty (280) hours, the employee shall be paid up to a maximum of eighty (80) hours, any remaining hours will be moved into Sick Leave

14.05 The Employer will arrange vacation scheduling on the basis of first come, first serve.

14.06 All requests for leave are subject to approval by the Chief or his designee.

14.07 After the first year of employment, all employees shall be required to take a minimum of forty (40) hours vacation each anniversary year.

ARTICLE 15- MILITARY LEAVE

15.01 In case of Military Leave, the Employer abides by the provisions of the laws of the State of Washington (RCW 38.40.060). Employees who are members of the National Guard or Federal Military Reserve Units are entitled to be absent from their duties for up to the number of calendar days provided for by law, with pay during each calendar year while in the performance of ordered military duty and while going to or from such duty.

ARTICLE 16- COMPENSATION FOR WITNESS OR JURY DUTY

16.01 An employee shall continue to receive his regular salary for any period of required service as summoned juror or witness subpoenaed by the Employer. The Employer shall pay the difference between the scheduled fees and the employee's hourly wage. The employee shall not be required on his own time to apply for such fees. Employees will be expected to report for work when less than a normal work day is required by such duties except graveyard employees will not be required to work if not released from jury duty or as a subpoenaed witness prior to 5:00 p.m.

ARTICLE 17- HOLIDAYS

17.01 Eligible employees will observe holidays as enacted on December 19 2007, by the City Council of the City of Ephrata. This enactment is inclusive of five (5) floating holidays.

17.02 The floating holidays shall be subject to scheduling by the employee and approval of the Chief or his designee.

17.03 Paid holidays mean that an employee who performs no work on the holiday shall receive his/her normal salary for such day. Employees required to work on a specific holiday except for floating holidays shall receive, in addition to his/her normal salary, one and one-half (1-1/2) times the normal rate of pay.

17.04 Compensatory time off may be provided in lieu of overtime payment if the employee opts to accept compensatory time. Employees whose regular day off falls on a recognized holiday other than a floating holiday shall be credited with eight (8) hours of compensatory time off or eight (8) hours pay at the employee's option.

17.05 When a recognized holiday other than a floating holiday falls on a Sunday, the following

Monday will be observed as the regular holiday. When a recognized holiday other than a floating holiday falls on a Saturday, the holiday will be observed on the preceding Friday. This section shall apply to any employee scheduled to a Monday through Friday (inclusive) workweek with Saturday and Sunday off, i.e. City Hall employees.

17.06 Employees scheduled to work alternative hours and days shall recognize the holidays on the calendar day on which they occur.

ARTICLE 18- CLOTHING & CLEANING ALLOWANCE

18.01 Uniform cleaning and repair will be provided by the Employer for all personnel required to wear uniforms.

18.02 Each Commissioned Officer will be reimbursed up to the sum of \$500.00 per year for the purchase of equipment to be used exclusively on the job. New hires shall be reimbursed up to the sum of \$600.00 for the first year of employment. Reimbursement for such purpose shall be subject to the Chief having provided prior approval for the purchase. Equipment damaged beyond repair in the line of duty shall be replaced at the Employer's expense. Unused allowance in one year shall be carried over into the next year. Carry over amounts shall be limited to unused amounts allocated in the previous year.

18.02.1 An employee assigned to detective shall receive one hundred dollars (\$100.00) the first paycheck following assignment and each January thereafter.

18.03 Mandatory Equipment Changes: The Employer will cover the cost of mandated equipment changes. Employees will not be required to use their annual clothing allowance towards any mandated equipment changes. If there is a mandatory change in firearms/holsters, a one-year transitional period would be provided to the employee.

ARTICLE 19- HEALTH & WELFARE

19.01 Medical: Effective January 1, 2019, the Employer agrees to provide medical and group health insurance coverage for each employee and their dependents, through Washington Teamsters Welfare Trust, for each employee covered by this Agreement who were compensated for eighty (80) hours or more in the preceding calendar month, as follows:

Medical Plan B, including ancillary benefits;
Life and AD&D Plan A - \$30,000.00 with \$3,000.00 dependent Life
Time Loss Plan A - \$400.00/wk
Additional 9-month disability waiver

19.02 Dental: Effective January 1, 2019, the Employer agrees to pay into the Washington Teamsters Dental Trust for Plan "A" for each employee covered by this Agreement who were compensated for eighty (80) hours or more in the preceding calendar month to provide dental coverage for the employee and their dependents.

19.03 Vision: Effective January 1, 2019, the Employer agrees to pay into the Northwest Benefits Network Vision Trust for the Extended Vision Plan, for each of its Union employees covered by this Agreement who were compensated for eighty (80) hours or more in the preceding calendar month for the purpose of providing vision coverage for the employee and their dependents.

19.04 Contributions for the Teamster Trust Benefits: The total amount due shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The City agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts, and accurate recording of such hours and such amounts paid on behalf of each member of the unit.

19.05 Maintenance of Benefits:

Effective January 1, 2019, based on December 2018 hours, and for the term of this Agreement, The City of Ephrata shall remit the total cost of benefits outlined above to the Washington Teamsters Welfare Trust each month. The City of Ephrata shall be responsible for and shall pay one hundred percent (100%) of the cost of benefits under Washington Teamsters Welfare Trust Plan "B", plus the outlined ancillary benefits, along with Dental Plan "A" and Vision benefits as outlined above

19.06 VEBA:

The City of Ephrata shall provide each employee with a VEBA account and shall contribute the amount of one hundred twenty-five dollars (\$125.00) per month into each individual account for use by the employee.

ARTICLE 20- MISCELLANEOUS PROVISIONS

20.01 The Employer reserves the right to implement personnel rules and regulations as well as departmental rules, regulations and/or directives as Management determines from time to time to be necessary for the efficient operation of the Police Department. Such policies, procedures, rules, regulations and/or directives shall not conflict with specific provisions of this Agreement.

20.02 Discrimination: The Employer and the Union agree not to discriminate against any individual because of such individual's race, color, religion, sex, national origin, age, mental, physical, or sensory handicap except as allowed or provided by law.

20.03 Travel Expenses: Any employee required by the Employer to be away from home overnight in the performance of his work shall receive his meals and lodging at the expense of the Employer subject to prior written authorization and approval of the Chief.

20.04 Expense accounts: The following guidelines will apply to all Police Department Personnel:

A. In Grant County: Personnel assigned to meetings or schools subject to the prior written approval of the Chief will be reimbursed for reasonable meal expense as determined by the Chief subject to providing the following:

- i. A request for reimbursement including a dated receipt showing cost of the meal.
- ii. Said meeting or schools are held during normal meal times.
- iii. Requests shall be submitted on voucher forms in accordance with the Employer's requirements in the month they were incurred. The month shall consist of the normal thirty (30) day voucher. Not necessarily the first (1st) or the tenth (10th) of the month.

B. Authorized out of County: Meal expenses during out of County travel are subject to prior written approval of the Employer and are subject to the following conditions:

- i. A request for reimbursement including a dated receipt showing the cost of the meal.
- ii. A request shall be submitted on Employer-supplied voucher forms in the month they were incurred. The month shall consist of the normal thirty (30) day voucher period. Not necessarily the first (1st) or tenth (10th) of the month.

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

20.06 The Union will comply with City Policy #3701-B (Fitness for Duty Policy) dated 1-1-96. Any revisions or changes after that date must be presented to the Union and agreed upon prior of implementing said changes or revisions.

20.07 Evaluations:

General: Evaluation of job performance within the City is an important process in the continuing improvement of the Police Department. Police employees shall be evaluated during each year in accordance with the procedures and criteria set forth on the Police Department Performance Evaluation form.

Responsibility for Evaluation: Within the Police Department the Police Chief shall be responsible for the evaluation of employees. Evaluations will be made by the Police Chief or his/her administrative designee.

Confidentiality: Evaluations are for the use of the employee, Police Administration and City Administrator only.

20.08 Any disputed ride-along shall be reviewed and approved by a committee of three (3) officers, which shall include one (1) sergeant. The Chief shall make the final determination.

ARTICLE 21- SAVINGS

21.01 Should any section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific section or portion thereof, directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated section or portion thereof.

ARTICLE 22- CLASSIFICATION/WAGES

22.01 The wage rates are set forth in Appendix "A" which is attached hereto and incorporated herein by reference.

22.02 The starting wage for any lateral entry Patrolman may vary according to his/her experience, years of prior service, and/or qualifications. The starting wage will be determined by the Appointing Authority and shall not be subject to negotiations.

22.03 Washington Family Leave Act (WFLA)

The Union and City recognize that the State of Washington has imposed a payroll tax for the Washington Family Leave Act under RCW 49.78 This WFML tax is not controlled by either party. The City agrees to comply with applicable State Law. The City will pay for the employees' portion of this tax.

ARTICLE 23- LONGEVITY

23.01 In the recognition of long-term service of employees to the City of Ephrata, the Employer shall pay, in addition to regular wages, longevity pay as follows:

Commencing at the beginning of the sixth (6th) year of service, eighteen (\$18.00) per month, per year of service not to exceed six hundred (\$600.00) dollars per month.

If, during the term of this Agreement, other employees of the City of Ephrata experience an improvement in longevity pay, the employees covered by this Agreement shall experience the same improvement.

ARTICLE 24 TAKE-HOME VEHICLES

24.01 Take-Home Vehicles: All fully commissioned officers shall be provided and utilize their assigned police department vehicles for the purpose of driving the vehicles to and from their respective residence, subject to the following conditions: Officers reside within thirty (30) miles

of the City Hall. Any requests for variance shall be submitted to the Chief of Police. The Chief of Police shall respond as soon as practicable. The following polices, and practices of the Ephrata Police Department are incorporated by reference into this agreement:

- 703.4 Individual Member Assignment to Vehicles
- 703.4.1 On-Duty Use
- 703.4.2 Assigned Vehicles
- 704.4.3 Enforcement Actions
- 704.4.4 Maintenance

24.02 All officers shall be within the City Limits of Ephrata prior to the start of their scheduled work shift and will not leave the city limits to drive to their residence prior to the end of their scheduled shift. Drive time to and from the officer's residence is not compensable time unless the officer complies with Ephrata Policy 704.3 Enforcement Actions, and the time is approved by a supervisor.

ARTICLE 25 – TEAMSTERS PENSION

During the term of this agreement, both parties agree to an opener for the purpose of discussing employee participation in the Western Conference of Teamsters Pension Trust.

ARTICLE 26- TERM OF AGREEMENT & TERMINATION

26.01 This Agreement shall be in full force and effect from January 1, 2019, except as provided otherwise in this Agreement, and shall remain in full force and effect until December 31, 2023. Either party may, upon one hundred fifty (150) calendar days notice prior to the date of expiration, give notice to terminate or amend to the other party. In the event only notice to amend is given, the Agreement shall remain in effect while the parties negotiate an agreement subject to the provisions of Section 26.02.

26.02 Negotiations for revisions to the subsequent collective bargaining Agreement will take place in accordance with the following suggested schedule; provided, however, said schedule may be revised by mutual agreement of the parties:

- A. The Union and Employer agree to meet for preliminary discussions regarding bargaining during the month of September; and
- B. The parties shall establish collective bargaining sessions to commence thereafter on a mutually acceptable basis; and,
- C. If the parties are unable to reach a mutually acceptable collective bargaining Agreement through normal bargaining sessions, then and in that event, either party may proceed to mediation in accordance with the statutory provisions.

IN WITNESS WHEREOF, the parties have signed this Agreement this 05TH of DECEMBER 2018.

TEAMSTERS LOCAL 760

By: Leonard J. Crouch
Leonard J. Crouch 12.3.18
Secretary Treasurer

CITY OF EPHRATA

COPY

By: Wes Crago
Wes Crago
City Administrator

ORIGINAL

**APPENDIX A
LAW ENFORCEMENT OFFICERS**

Monthly Salary

January 1 st	2019	2020	2021	2022	2023
Police Officer	3%	3%	3%	3%	3%
Base	\$ 5,253	\$ 5,411	\$ 5,573	\$ 5,740	\$ 5,913
1-3 years	\$ 5,586	\$ 5,754	\$ 5,926	\$ 6,104	\$ 6,287
4-5 years	\$ 5,803	\$ 5,977	\$ 6,156	\$ 6,341	\$ 6,531
Thereafter	\$ 6,045	\$ 6,227	\$ 6,414	\$ 6,606	\$ 6,804
Sergeants	10%	12.5%	15%	15%	15%
Senior Officer Rate Plus	\$ 6,650	\$ 7,005	\$ 7,376	\$ 7,597	\$ 7,825

A.1 Officers assigned work as a detective shall receive an additional six percent (6%) to wages per month.

A.2 Employees will receive education incentive pay after successfully completing their review and evaluation period for degrees in police science, law and justice, or a closely related field as follows:

\$+1.5% for an AA degree

\$+3% for a BA degree

\$+5% for an MA degree

A.3 Members currently employed by the City of Ephrata who have degrees in any field will receive the educational incentive. The Union will be provided with written notice of the Employer's decision on the eligibility of any officer hired in the future for educational incentive benefits, and any denial of benefits shall be subject to the grievance procedure.

A.4 Officers classified as Bilingual shall receive +2% of their base monthly salary.

A.5 Employees performing FTO duties shall receive an additional five percent (5%) of the Patrolman thereafter rate, in addition to any other compensation, during months in which they perform such duties. (For example: 2019 this equals one dollar and seventy-four cents (\$1.74) per hour. Future rates to be calculated after the actual wage is known.

A.6 Patrolmen performing OIC duties shall receive an additional six percent (6%) of the Patrolman thereafter rate, in addition to any other compensation, for each day during which they perform such duties. For example: 2019 this equals two dollars and nine cents (\$2.09) per hour. Future rates to be calculated after the actual wage is known.

A.7 The City and the Union agree to form a Labor/Management Committee to address and resolve the matter of proper hours of compensation during out of town travel by an employee on business of the Employer.