

**AGREEMENT**  
**By and Between**

**City of Gig Harbor**  
**and**  
**Teamsters Local Union No. 117**  
**January 1, 2023 through December 31, 2025**

## TABLE OF CONTENTS

<b>Article 1 – Recognition .....</b>	<b>1</b>
<b>Article 2 – Membership .....</b>	<b>1</b>
<b>Article 3 – Nondiscrimination .....</b>	<b>2</b>
<b>Article 4 – Hours of Work and Overtime .....</b>	<b>3</b>
<b>Article 5 – Wage Rates .....</b>	<b>6</b>
<b>Article 6 – Vacations .....</b>	<b>7</b>
<b>Article 7 – Holidays.....</b>	<b>8</b>
<b>Article 8 – Benefits .....</b>	<b>8</b>
<b>Article 9 – Sick Leave .....</b>	<b>10</b>
<b>Article 10 – Retirement and Disability Plan.....</b>	<b>11</b>
<b>Article 11 – College Premium Pay.....</b>	<b>11</b>
<b>Article 12 – Stand-By Pay .....</b>	<b>11</b>
<b>Article 13 – Premiums Pays .....</b>	<b>11</b>
<b>Article 14 – Seniority .....</b>	<b>12</b>
<b>Article 15 – Right of Access – Union Representative.....</b>	<b>13</b>
<b>Article 16 – Employee Rights.....</b>	<b>15</b>
<b>Article 17 – Management Rights .....</b>	<b>18</b>
<b>Article 18 – No Strikes .....</b>	<b>18</b>
<b>Article 19 – Grievance Procedures .....</b>	<b>19</b>
<b>Article 20 – Personnel Policies .....</b>	<b>20</b>
<b>Article 21 – Uniforms and Equipment.....</b>	<b>20</b>
<b>Article 22 - Training .....</b>	<b>21</b>



<b>Article 23 – Light Duty .....</b>	<b>22</b>
<b>Article 24 – Substance Abuse Free Work Place .....</b>	<b>22</b>
<b>Article 25 – Saving Clause.....</b>	<b>28</b>
<b>Article 26 – Complete Agreement .....</b>	<b>28</b>
<b>Article 27 – Term of Agreement .....</b>	<b>28</b>
<b>Attachment "A" .....</b>	<b>30</b>
<b>Attachment "B" .....</b>	<b>31</b>

**AGREEMENT  
By and Between**

**City of Gig Harbor  
and  
Teamsters Local Union No. 117**

This Agreement is made and entered into by and between the City of Gig Harbor, hereinafter referred to as the "Employer," and Teamsters Local Union No. 117, hereinafter referred to as the "Union." The purpose of this Agreement is to set forth the entire understanding reached between the parties with respect to wages, hours of work and conditions of employment for employees of the Employer who are represented by the Union as set forth in Article I herein.

This agreement contains all the terms and conditions agreed upon by the parties, and any and all rights concerned with the management and operation of the Department in accordance with its responsibilities and the powers and authority, which the Employer possesses, are exclusively that of the Employer unless expressly limited by this Agreement.

**ARTICLE 1 - RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining representative for employees employed by the Employer as certified by the state of Washington, Public Employees Relations Commission in Case No. 130758-C-18 issued July 27, 2018. This Agreement shall include those employees working full time as fully commissioned uniformed personnel for the Employer, but shall not include the Police Chief and Police Lieutenant.

**ARTICLE 2 - MEMBERSHIP**

**2.1** All employees working in the bargaining unit shall have the right to become a member of the Union. Members' rights within their Union are governed by the Teamsters Local Union No. 117 Constitution and Bylaws.

**2.2** The Employer agrees to deduct initiation fees, assessments, and monthly dues from employees who voluntarily execute a wage assignment authorization form according to the terms of the signed wage assignment authorization form and RCW 41.56.110. The Employer shall transmit such deduction to the Union by check payable to its order. Upon issuance and transmission of such deduction the Employer's responsibility shall cease with respect to such deductions.

The Union and each employee authorizing the assignment of wages for payment of Union dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer for or on account of any deduction made from wages of such employee.

An employee may cancel payroll deduction for Union fees and/or dues by written notice to the Union in accordance with terms of the employee's signed wage assignment authorization form. The Union will provide the Employer with a monthly list of all employees who are eligible for cancellation. The cancellation will be effective the first payroll after the Employer's receipt of

the notice from the Union. An employee leaving paid status in the bargaining unit should notify the Union and receive a withdrawal card for the duration of the absence from paid status.

**2.3** The Employer shall notify the Union electronically within seven (7) business days of the hiring of a new employee. The notification shall provide the Union with the hiring date, name, home address, home phone number, starting pay step, and classification of the new employee. A Union representative will be allowed up to thirty (30) minutes during the first week of employment to speak with a new employee on matters concerning the rights of employees, responsibilities of the Union, and services available to Union members, without loss of pay.

**2.4** **DRIVE.** The Employer agrees to deduct from the wages of any employee who is a member of the Union a DRIVE deduction as provided for in an authorization signed by the employee. Such authorization may be revoked by the employee at any time by giving written notice to the Employer. The beginning and termination of DRIVE deductions will coincide with the payroll cycle. The Employer agrees to remit DRIVE deductions to the Union with a report showing the employee name and amount deducted. The Union hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer for or on account of any deduction made for DRIVE.

**2.5** **Probationary Periods.** Probationary periods upon promotion shall be one year. Probationary periods for lateral employees who have completed an accredited state Law Enforcement Academy (LEA) shall be one year. Probationary periods for non-lateral employees upon initial hire shall be one year beginning on the hire date. A probationary period shall be extended for the number of workdays equal to the number of workdays an employee was absent for any reason in excess of 10 workdays during the probationary period. In addition, the probationary period and Field Training Officer (FTO) period for employees upon initial hire can be extended by the Employer for up to six (6) months. During an employee's initial probationary period he/she may be discharged by the employer at will and such discharge shall not be subject to the grievance procedure. During a promotional probationary period an employee may be reverted to his/her former classification and such reversion shall not be subject to the grievance procedure.

### **ARTICLE 3 - NONDISCRIMINATION**

**3.1** The Employer and the Union agree that the administration and application of this Agreement shall be consistent with applicable state and federal laws regarding nondiscrimination in employment.

**3.2** No employee covered by this Agreement shall be discriminated against because of his/her membership or non-membership in the Union, or activities on behalf of the Union; provided, however, that such activity shall not be conducted during working hours nor be allowed to interfere with the Employer's operations.

**3.3** Complaints of unlawful discrimination will not be processed as grievances. Such complaints may be pursued by an employee to the appropriate government agency.

## ARTICLE 4 - HOURS OF WORK AND OVERTIME

**4.1** The normal work week consists of three (3) consecutive 12.5-hour shifts on duty followed by four (4) consecutive days off. Additionally, Police Department administration will schedule each officer for one (1) 10-hour shift per 28-day cycle (the "10-Hour Shift") with sixty days' notice. The 10-Hour Shift will be scheduled contiguous to the officer's regular schedule, unless mutually agreed otherwise, except that the Employer may schedule up to four 10-Hour Shifts in a non-contiguous manner per year for training (with sixty days' notice). The 10-Hour Shift will not be scheduled contiguous to an officer's vacation if the vacation was approved prior to the publication of the monthly schedule. The 10-Hour Shift will ordinarily fall within the officer's normal work hours unless it is utilized to schedule the officer for an emergency or for mandatory training outside those work hours on that day. The average number of regularly scheduled annual hours of work on the 12.5-hour shift is 2080.

The 12.5-hour schedule does not apply to Detectives, who will continue to work a 4/10 schedule. The 12.5-hour shift also does not apply to newly hired officers, who will work a 40-hour week as determined by the Employer, until the end of their second week of Field Training.

The City retains the right to modify the normal work week described above during an emergency. Upon the Union's request, the City will bargain with respect to the impacts of a schedule change and any other matter for which bargaining is by law required. Schedule changes or special work schedules for individuals may be carried out upon the mutual agreement of the City and the Union; PROVIDED, HOWEVER, that nothing herein shall be interpreted to prohibit the employer from adjusting work schedules as required by law, including but not limited to meet the requirements of the WLAD, ADA and FMLA. An emergency shall be defined as a "spontaneous or unplanned occurrence that could present a significant public hazard requiring additional staffing,"

**4.1.1 Hours of Work.** Except for the provisions in this agreement to the contrary, the regular hours of each workday shall be consecutive.

**4.1.2 Work Period.** The work period shall consist of a seven (7) consecutive day cycle and repeating each consecutive seven (7) day period. The seven (7) day periods shall be defined as 0600 hours on Monday of each week to 0559 hours the following Monday. The FLSA work period is 28 days, however the FLSA work period does not limit overtime required by this contract.

**4.1.3 Monthly Work Schedules.** A tentative monthly work schedule shall be posted at least sixty (60) calendar days in advance of the beginning of the work period.

The Employer may adjust the work schedule of any employee with sixty (60) days' notice. Any shifts adjusted with less than sixty (60) days' notice shall be compensated at one and one half (1-1/2) times the employee's regular rate of pay for those hours worked outside the previously scheduled shift EXCEPT in the following instances:

- Emergency (as defined in Article 4.1)
- Administrative Assignment (e.g. light duty, pending investigation, accommodation, probationary employee)

- Mandatory Training or Recertification (and accompanying transition day, i.e. transitioning night shift officer to day shift training)
- Significant shift imbalance (i.e. only one officer assigned to shift) due to Extended Leave of Another Employee for greater than 14 days (e.g. FMLA, light duty)
- Employee under Performance Improvement Plan
- Employee under Discipline (nexus to shift and just cause required)
- Mutual Agreement of the Employee and Employer
- A Shift Rebid, consistent with current practices

**4.1.4 Shift Trades.** Subject to approval by the Sergeant, Lieutenant or Police Chief, employees may voluntarily trade shifts. The employer will not incur any overtime liability as a result of a shift trade. A Sergeant and an Officer/Detective are not authorized to trade shifts if it results in reduced supervisory hours. Shift trades will ordinarily not be approved if it results in an officer working a scheduled period of greater than 13 consecutive hours or greater than 75 hours in one week. A Sergeant's shift trade must be approved by a Lieutenant or the Police Chief.

**4.1.5 Day Off Trade.** Subject to approval by the Sergeant, Lieutenant or Police Chief, employees may voluntarily trade days off. The employer will not incur any overtime liability as a result of such trades. Sergeant's day off trades must be approved by a Lieutenant or the Police Chief.

**4.1.6 Supplanting.** A non-Union member shall not be used to supplant Union scheduled work or departmental overtime opportunities, unless the work is first offered to Union members by electronic communication.

**4.1.7 Shift Bidding.** The Employer shall post the annual schedule by September 15<sup>th</sup> each year for bidding by solo-qualified employees by seniority. Bidding will be completed by October 31<sup>st</sup> and posted. Sergeants shall bid by rank based on date of promotion. In the event of a shift opening due to hiring, termination, promotion, or discipline, or for any other reason, the opening will be filled by seniority-based shift bidding within thirty (30) days after the opening occurs, unless exceptional circumstances apply. Certain shifts may be designated as supervisory shifts to be filled by Sergeants only.

**4.2 Overtime.** Overtime as used in this Agreement shall mean that time an employee works in excess of the Employee's regularly scheduled shift. Compensation for overtime shall be as provided in section 4.2.2. The use of vacation, holiday, sick leave and compensatory time shall, for the purposes of overtime calculation, constitute hours worked.

**4.2.1** All overtime must be authorized in advance by the City Administrator, Chief of Police, or, as standard operating procedures dictate, except in cases of emergency.

**4.2.2** Overtime shall be compensated at the rate of one and-one half (1-1/2) times the employee's regular rate of pay. The Employer and the Union agree that for the purpose of overtime compensation the regular rate of pay includes holiday, shift differential, college, detective incentive pay on-call pay, and any other amounts required by the Fair Labor Standards Act.



Call-outs, court appearances (relating to or arising out of the performance of police duties), and training meetings which are outside the employee's normal work day shall be compensated at one and-one half (1-1/2) times the employee's regular rate of pay and for a minimum of three (3) hours, unless a call-out, court appearance (relating to or arising out of the performance of police duties), or training meeting is within three (3) hours of the start of a Union member's shift, in which case the member will be compensated only for those hours worked. Also, if a call-out, court appearance, or training meeting concludes within three (3) hours after the end of a Union member's shift, then the member will be compensated only for those hours worked. If a court appearance outside of the normal work shift to which an employee has been subpoenaed for is cancelled by notice to the employee after 5:00 PM the day before the court appearance, the employee shall be compensated for three (3) hours at the overtime rate.

Except when an officer temporarily works overtime for the City as court security, employees may choose to accrue equal compensatory time in lieu of payment for authorized overtime work up to a maximum balance of eighty (80) hours. Employees with accumulated compensatory time may use such time off by submitting a leave request form to their supervisor. The employer will approve requests for compensatory time off provided that the employee gives seven (7) days' notice of their intent to use said time off, except that compensatory time off will not be granted on Maritime Gig Day, and during exigent circumstances. Once approved, a compensatory time request may not be cancelled except in case of emergency.

If an employee exceeds the maximum numbers of compensatory time hours of eighty (80) then additional hours accrued shall be converted to cash.

**4.3** For purposes of this Article, an employee will be deemed to have been "notified" of schedule changes or "offered" work if he/she has been called or texted at the home or cellular phone number provided to the department. Speaking to the employee in person is not required, but a voice message or text must be left. An employee may leave up to two (2) home or cellular phone or numbers where he/she can be reached. An employee who fails to respond to an offer of work within two (2) hours shall be deemed to have refused the work offer.

**4.4** Employees called into work while on approved vacation or holiday off will be compensated at the appropriate overtime rate for hours worked and given credit for hours worked on their vacation/holiday time accounts.

**4.5** Employees required by the City to work off-duty for more than a "de minimis" amount of time in a manner that does not require reporting in person (for example, a telephone call that lasts more than eight minutes) shall be compensated a minimum of fifteen minutes at the overtime rate for each hour or fraction of an hour spent working. Routine communications such as for overtime opportunities or assignments, and contacts necessary to correct errors or problems caused by the employee, shall not be eligible for compensation under this provision.

**4.6 Voluntary and Mandatory Overtime.**

- a. Overtime opportunities will be solicited from all officers and sergeants in a voluntary manner via email and/or text messages. When time allows, a reasonable period of time shall be allowed that affords all officers and sergeants to answer any voluntary requests. Such voluntary overtime shall be assigned in a manner that distributes the voluntary

overtime opportunities in as balanced manner as practical. In the case of same-day overtime necessities, overtime will be assigned to the first person to volunteer for the vacancy.

- b. If no officer (or sergeant) volunteers to work the required period, involuntary recall of officers shall be in order of least mandated overtime hours, with a tie determined by reverse seniority. Officers, detectives, and sergeants will be placed on a single list.
- c. Selection for mandatory overtime shall begin at the bottom of the list and work upward. If the need for a mandatory overtime shift is a day shift (or occurs mostly during dayshift hours), only officers who are assigned a day shift will be considered; a graveyard officer will be skipped. If the need for a mandatory overtime shift is a graveyard shift (or occurs mostly during graveyard hours), only officers who are assigned a graveyard will be considered; a day shift officer will be skipped. If the need for a mandatory overtime shift is a swing shift (or occurs mostly during swing hours), any officers will be considered.
- d. If an officer has been recalled involuntarily during the last six weeks for 6 hours or more OR if the officer has already volunteered for any overtime shift of 6 hours or more during the last six weeks, that officer will be bypassed and any subsequent recall will be the next least senior officer.
- e. The list will be maintained and resume from the next officer on the list. Once the list has been exhausted, selection will resume from the least senior officer.
- f. Officers will not be mandated to work overtime shifts of less than six hours unless mutually agreed-upon by the officer and the City. Overtime shift extensions per Department policy to complete ongoing work are acceptable. An overtime shift extension to cover a staffing shortage will not be mandated to exceed sixteen (16) continuous hours, absent extenuating circumstances.
- g. An officer will not be involuntarily recalled when on a pre-approved vacation or comp time, including the days off contiguous to the vacation or comp time as long as the vacation or comp time is at least two days in duration.
- h. Nothing in this Section 4.6 shall prohibit the exchange of straight time to fill the needed shift when mutually agreed-upon by the officer and the City.
- i. Failure to report for assigned duty shall be a violation of department policy.

## **ARTICLE 5 - WAGE RATES**

**5.1** Effective January 1, 2023, the wage rates in effect on December 31, 2022 shall be increased by 7.5%%. Employees must be on the payroll at the time retroactive pay is paid to be eligible to receive retroactive pay.

**5.2** Effective January 1, 2024, the wage rates in effect on December 31, 2023 shall be increased by 100% of the CPI-W Seattle-Tacoma-Bellevue from June 2022 to June 2023 with a minimum of 2% and a maximum of 4.5%.

**5.3** Effective January 1, 2025, the wage rates in effect on December 31, 2024 shall be increased by 100% of the CPI-W Seattle-Tacoma-Bellevue from June 2023 to June 2024 with a minimum of 1% and a maximum of 4%.

**5.4** Movement within each salary range shall be as described in Attachment B to this contract.

**5.5** Mileage shall be paid as prescribed by City Ordinance Chapter 2.28.010.

**5.6** When an officer is appointed to the position of Acting Sergeant for a period of more than one consecutive scheduled shift, he/she shall be compensated at the rate of five percent (5%) above the current salary for hours worked as Acting Sergeant.

**5.7 Longevity Premium.** Longevity Premium shall be paid as follows:

Each Union member shall receive longevity pay as a percentage of base wages as set forth below.

<u>Months of Service</u>	<u>Longevity Premium</u>
From the start of the 25 <sup>th</sup> full month to and including the 60 <sup>th</sup> full month of continuous employment	2.5%
From the start of the 61 <sup>st</sup> full month to and including the 120 <sup>th</sup> full month of continuous employment	5%
From the start of the 121 <sup>st</sup> full month of continuous employment	6.5%

**5.8** Night shift differential is not paid on a per shift basis. When an employee is assigned a shift that starts on or after 12 p.m. for a week or longer, the employee is entitled to receive a shift differential for the entire shift. The shift differential shall equal five percent (5%) of the employee's base salary as defined on Attachment A to this agreement. Nothing herein shall be interpreted to prohibit the establishment of additional shifts by the mutual agreement of the parties. The hours of work schedule can be modified by mutual agreement of the Union and the Police Chief.

## **ARTICLE 6 - VACATIONS**

Vacations with pay shall be granted annually to all full-time employees based upon the following schedule:

<u>Earned working Months of Service</u>	<u>Hours per Month</u>	<u>Working Days Per Year Max.</u>
0-12	6.67	10
13-24	7.33	11



After each succeeding year of service, .67 additional hours of vacation hours per month (eight (8) additional hours per year) shall be accumulated up to a maximum of two hundred forty (240) hours per year. Upon termination or retirement the employee will receive accrued vacation in cash. Probationary employees are not eligible to use accrued vacation for the first three (3) months of employment or at any time while they are attending the Basic Law Enforcement Academy (BLEA.)

Effective January 1, 2023, employees hired as a lateral under Civil Service Rules shall receive service credit for vacation accrual purposes consistent with their consecutive uninterrupted years of active service as a Criminal Justice Training Commission (CJTC)-recognized commissioned law enforcement officer. This provision shall be applied to current employees, with any increase adjustment to accrual effective January 1, 2023.

Vacation requests will be approved or denied within a reasonable period of time. Vacation requests may not be submitted more than twelve months in advance.

## **ARTICLE 7 - HOLIDAYS**

An employee shall be compensated for the thirteen (13) holidays recognized by the Employer as set forth in subsections 7.1 and 7.2.

**7.1** Each employee shall receive two (2) paid holidays commonly referred to as "floating holidays" (City personnel rules). These shall be mandatory time off and shall be paid at the regular rate of pay, at ten (10) hours per holiday or such other hours as reflect the employee's regularly scheduled shift. The scheduling of these shifts shall be by mutual agreement between the Employer and the Employee. Floating holidays do not carryover from one year to the next and are not cashed out.

**7.2** In lieu of the other eleven (11) holidays, employees will be paid an additional 9.17 hours pay per month based on the current full time base rate of pay for the position classification. Such pay shall be equivalent to one hundred and ten (110) hours of pay on an annualized basis. In lieu of receipt of pay, employees can choose to have an equivalent number of hours placed in their sick leave, or vacation banks. An election to place leave in the vacation bank, or to alter an election, may be made twice a year, January 1<sup>st</sup> or July 1<sup>st</sup>, for the following six (6) month period.

**7.3** Worked Holiday — Employees who are required to work a shift that begins on New Year's Day, July 4, Labor Day, Thanksgiving Day, or Christmas Day shall receive one and one-half (1½) times the employee's regular rate of pay for the shift worked. For purposes of this section, the holiday is the calendar date of the holiday regardless of whether it is a Saturday or Sunday.

## **ARTICLE 8- BENEFITS**

**8.1** The Employer agrees to pay to the Washington Teamsters Welfare Trust, c/o Northwest Administrators, Inc., for each member of the bargaining unit the following:

- a. Health and Welfare – Ninety-five percent (95%) of the monthly premium for the Medical Plan A. In 2023, the full monthly premium is \$1567.60, therefore, the Employer's share is \$1,489.22. The Employer is authorized to deduct the remaining five percent (5%) of the premium from each employee's paycheck.
- b. Dental – One hundred percent (100%) of the monthly premium for the Dental Plan A. In 2023, this amount is \$120.50.
- c. Vision – One hundred percent (100%) of the monthly premium for the Vision Plan EXT. In 2023, this amount is \$17.10.

The Trustees of the Washington Teamsters Welfare Trust may modify benefits or eligibility of the plans identified above (i.e., for the purpose of cost containment, cost management, or changes in medical technology and treatment.) If the full monthly premium of any plan identified above increases by 8% or more from one calendar year to the next, the portion of the increase that exceeds 8% will be paid by Employees via payroll deduction.

**8.2 Education reimbursement.** Upon satisfactory completion of a job related educational course, when the employee who desires to take the course has prior written approval from the City Administrator, the City shall reimburse the employee for the educational course up to a maximum rate of one hundred sixty (\$160.00) dollars per credit hour for undergraduate courses and two hundred fifty (\$250.00) dollars per credit hour for graduate courses. The City agrees to reimburse reasonable expenses for textbooks required for such course and will retain such textbooks in the department at the discretion of the Chief.

**8.3 Long Term Disability Insurance.** For all LEOFF II Union members, the amount of premium the City pays for each member for long term disability (LTD) insurance will be paid directly to the Standard Insurance through the Trustee Plan Services Corporation, through a post-tax payroll deduction. If the Standard Plan becomes unavailable, then employees shall revert back to the City-sponsored LTD plan.

**8.4 Voluntary Employees' Beneficiary Association (VEBA).** The Voluntary Employees' Beneficiary Association (hereinafter VEBA) plan, under Section 501 (c) (9) of the Internal Revenue Code, is available for each eligible employee of the Union. Eligible employees shall make monthly contributions equal to a flat dollar amount to said account as voted upon on an annual basis by the Union in accordance with plan rules, with written notice provided to the City at least 45 days prior to any change in the amount.

Effective each month employees are enrolled in Teamsters Medical Plan A, the City shall contribute to each employee's VEBA account the amount of \$200, prorated for partial months of employment, which amount shall be reduced by the RWT-Plus Plan premium as described in the paragraph below. The Union recognizes that \$200 represents premium savings by the City between Teamsters Medical Plan A and the medical plans offered to other City employees. In the event these savings are reduced in the future, the City reserves the right to reopen Article 8.4.

Effective the first month employees are enrolled in Teamsters Medical Plan A and each month thereafter during the period this collective bargaining agreement is in effect, the City will remit

to the Retiree's Welfare Trust c/o Northwest Administrators Inc. for each employee who received compensation for eighty (80) hours or more in the previous month, the contribution amount for the Retiree Welfare Trust Plus (RWT-Plus) Plan. Employees shall pay for the RWT-Plus Plan payments as follows:

The City shall deduct from the City's monthly VEBA contribution the full amount required for the RWT-Plus Plan premium. In 2020, this amount is \$94.85 per month. If the City's VEBA contribution is insufficient to pay the RWT-Plus Plan premium, any remaining amount will be paid by the employee via payroll deduction.

Effective January 1, 2023, employees will move to the RWT-XL Plan. The City shall deduct from the City's monthly \$200 VEBA contribution the full amount required for the RWT-XL Plan premium. In 2023, this amount is \$175.00 per month. If the City's VEBA contribution is insufficient to pay the RWT-XL Plan premium, any remaining amount will be paid by the employee via payroll deduction. \*Retroactive contributions into the RWT-XL Plan for any month prior to the execution of this Agreement in 2023 will be deducted from employees' retroactive wage increase.

Contributions to the VEBA will not exceed the Affordable Care Act excise tax threshold.

The parties acknowledge that the Retiree's Welfare Trust does not accept contributions directly from employees and that the obligation to contribute directly to this Trust under this agreement rests with the City. The parties further agree that in any case a covered employee who meets the hour threshold listed above, and there is insufficient VEBA and/or payroll deduction earnings available, the City will make the required contribution in full and may recover the payment from the employee through any legal means.

**8.5** If a health plan offered to the employees is going to be eliminated or will trigger the Affordable Care Act excise tax, the parties will meet and bargain new plans. If no agreement is reached in time to ensure employees' continuous insurance coverage, the City will move employees to the next available plan that does not trigger the excise tax pending the conclusion of negotiations.

## **ARTICLE 9 - SICK LEAVE**

**9.1** Full-time employees shall accrue sick leave at the rate of eight (8) hours per calendar month for each month compensated. Sick leave is accumulated to a maximum carryover from one calendar year to the next of 1,000 hours. Sick leave may be used for time off with pay for bona fide cases of incapacitating illness, injury or disability or as provided by state or federal law. Dishonesty related to use of sick leave may be grounds for suspension or dismissal.

**9.2** A verifying medical statement may be requested by the Employer, at its option, whenever an employee claims sick leave on more than three (3) consecutive work days.

**9.3** Upon separation of employment due to disability, or death, an employee, the employee's attorney in fact or personal representative may elect to receive 100% of accrued sick leave in cash or have the cash value of the leave deposited in the employee's 457 deferred compensation account. Upon separation due to a LEOFF retirement or layoff, the employee may elect to receive 100% of the first 240 hours of sick leave in cash or have the cash value of the leave

deposited in the employee's 457 deferred compensation account and twenty-five percent (25%) of the remaining sick leave balance, if any in cash or in the employee's 457 deferred compensation account. No additional payout over that generally provided for City employees under the Personnel Policies shall be available to an employee who voluntarily resigns, is terminated for cause, or who resigns in lieu of termination. Deposits into the employee's 457 deferred compensation account are subject to IRS limits and any other applicable legal restrictions.

**9.4** The Employer will pay the Employer's share of the Washington State Paid Family Medical Leave premium and employees will pay the employee's share via payroll deduction.

## **ARTICLE 10 - RETIREMENT AND DISABILITY PLAN**

**10.1** The Employer shall participate in the state-wide system for pension, relief, disability and retirement for qualified employees as provided in RCW 41.44.050.

**10.2** An employee who applies for worker's compensation benefits may use accrued sick, vacation and/or compensatory time to maintain salary pending receipt of worker's compensation benefits. An employee who has utilized leave for this purpose shall pay over time loss compensation to the City promptly upon receipt from L&I. To the extent that vacation, sick leave or compensatory time was utilized, the employee's leave banks shall be restored upon receipt of the payments.

**10.3** The City will match up to \$200 per month to each employee's 457(b) deferred compensation account, effective the first month after ratification of this Agreement by both parties.

## **ARTICLE 11 - COLLEGE PREMIUM PAY**

An employee who holds a college degree from an accredited college or university shall receive a premium pay equal to two percent (2%) of his/her base salary for an associate degree, and three percent (3%) of his/her base salary for a bachelor degree.

## **ARTICLE 12 – STAND-BY PAY**

If an employee is directed to "stand-by" for duty the employee shall receive a stipend of twelve dollars (\$12) for each full hour of "stand-by" assignment. An employee shall not be directed to standby for more than thirty (30) hours within any month unless the Chief of Police declares it necessary for the public's safety. The method of scheduling personnel and the determination of period for stand-by assignments shall be directed by the Chief of Police. Stand-by is defined as the employee being available to respond to any call for City service during those hours within a certain amount of time and in such a manner as designated by the Police Chief.

## **ARTICLE 13 - PREMIUM PAYS**

**13.1 Field Training Officer.** At any time an employee is assigned to the position of Field Training Officer and is actively serving in a training capacity, he/she shall be compensated at a rate of pay five percent (5%) above the current salary during that time period. A member will be

determined to be actively serving in a training capacity only when he/she is actively training a non-solo qualified paid commissioned officer. Field Training Officers shall be paid for each hour or part of an hour in excess of 15 minutes in which the Union member is actively serving in a training capacity.

**13.2 Detective Incentive Pay.** At any time an employee is assigned to the position of Detective and is actively serving in that capacity, he/she shall be compensated at a rate of five percent (5%) above the current salary range. The incentive pay shall be applicable only to a regular assignment of eight (8) or more hours and more than four (4) consecutive work days, and shall not be paid to an employee who is assigned to assist a Detective in connection with a light duty period. An employee receiving Detective incentive pay will not also receive shift differential pay at the same time.

## **ARTICLE 14 – SENIORITY**

**14.1 Definitions.** Seniority shall be defined as the length of continuous service with the Employer including the employee's probationary period. Any bargaining unit employee promoted to a position outside of the bargaining unit shall not continue to accrue seniority for purposes of this Article. Approved leaves of absence will not interrupt continuous service for purposes of seniority. Periods of layoff will not count toward the computation of continuous service.

**14.2 Seniority List.** The Employer shall establish and provide to the Union a seniority list which shall be brought up to date on an annual basis prior to shift bidding. The order of seniority shall be based on date of promotion and the hire date (or rehire date of employment, if later.) For example, seniority between two Sergeants will be based on length of service in the Sergeant classification regardless of initial hire date. Seniority between two Officers will be based on initial hire date (or rehire date, if later). The Union will have thirty (30) calendar days following receipt of the annual seniority list to protest the placement of any employee on the list. The term "rehire" for purposes of this Article means the rehire of an employee after separation from employment for any reason other than layoff or disability and the recall of any laid off or disabled employee at any time after the applicable period of recall set forth in Section 14.5 below.

**14.3 Layoffs.** When the Employer decides to eliminate a job position or positions in a classification, the layoff of employees in the affected job position shall be determined strictly by the order of the seniority list by classification with the employee with the least seniority affected first. Employees who have previously held other classifications shall have the right to return to such classification if their seniority is greater than the other employees in such classification. Employees shall not accrue seniority while on layoff; seniority lists shall be adjusted accordingly.

**14.4 Recall Rights.** Laid off employees shall be recalled strictly on the basis of seniority to any previously held classification if a vacancy occurs. A laid-off employee who is not recalled within two (2) years shall lose recall rights.

**14.5 Disability - Return and Accommodation.** A disabled employee shall have the right to return to his or her prior position in accordance with the provisions of state or federal law.



**14.5.1** In the event that a newly created or funded position becomes available and the position is sought by an individual on a layoff list and a disabled former employee, the individual with the most seniority shall be given preference in the hiring process.

**14.5.2** In the event that a court of competent jurisdiction holds that seniority rights do not prevail over statutory disability rights, Paragraph 14.5.1 shall be void.

**14.6 Loss of Seniority.** An employee shall lose seniority and the right to return to work subject to the grievance procedure, for any of the following reasons:

**14.6.1** Voluntary resignation;

**14.6.2** Discharge for just cause;

**14.6.3** Failure to report for work within five (5) working days after receipt of notice of recall from layoff unless mutually extended by the Employer and the Employee;

**14.6.4** Unauthorized leave of absence;

**14.6.5** Giving a false reason for obtaining a leave of absence;

**14.6.6** Accepting employment while on leave of absence unless agreed to in writing by the Employer, with a copy of such writing to be sent to the Union;

**14.6.7** Exceeding laid off employee's recall rights.

**14.7 Rehire.** An individual who seeks to be rehired from a lay off or disability rehire list, shall meet all minimum qualifications for the position. An employee who has been terminated for three (3) or more months, shall successfully complete a background check, polygraph, psychological evaluation and any and all other processes and criteria applied to a new hire. "Successfully complete" means to meet those standards normally applied by the Chief of Police when exercising discretion to hire under the Civil Service rules of the City.

## **ARTICLE 15 - RIGHT OF ACCESS - UNION REPRESENTATIVE**

**15.1** Duly authorized representatives of the Union shall be permitted to enter upon the Employer's premises at reasonable times for the purpose of observing working conditions and transacting Union business that cannot be transacted elsewhere; provided, however, that the Union representative first secures approval from the designated Employer representative as to the time and place, and that no interference with the work of the employees or the proper operation of the Employer shall result.

**15.2** The Union agrees that Union business conducted by Union members, including the investigation of grievances, shall occur during nonworking hours (e.g., rest breaks, lunch period and before and after shift). However, Union representatives will be allowed to attend contract negotiations and other meetings between the Union and the City (e.g., grievance hearings,

labor/management meetings) during working hours subject to the emergent needs of the department.

**15.3** The following guidelines for release time for Union activities will be the resource for the decision making by Union and departmental management when a Union official is participating in:

1. Joint Union/management meetings during normal work hours;
2. Joint Union/management meetings during non-work hours;
3. Grievance investigation or preparation activities;
4. Grievance meetings with management in one of the specified steps of the grievance procedure;
5. Union meetings during work hours; or
6. Approved Union sponsored training programs.

1. Participating in a joint Union/management meeting during an employee's regular work shift.

Union officers will be released from their regular work shift without loss of pay to attend joint Union/management meetings. They will work within their departments prior to and following the meeting, allowing for normal travel time.

2. Participating in a joint Union/management meeting during hours outside the employee's regular work shift.

When a joint meeting is scheduled during hours outside the regular hours of the work day of a participant for a Union officer, the person shall either:

- a. receive the same amount of time to take off during that week, or
- b. have that workday adjusted to permit either a late arrival or early departure for the same amount of time.

*The policy on change in work schedules will not apply in these cases.*

3. Participating in disciplinary investigation or preparation activities.

If this release time is during the regular work shift of those involved, it will be with pay. If the time is during the hours outside the regular hours of the work day of a participant, the time is without pay.

4. Participating in grievance meetings with management in one of the specified steps of the grievance procedure.

Since grievance meetings are scheduled by management, the grievant and Union official representing the grievant will be considered in pay status. If the meeting is during the hours outside the regular hours of the work day

of either the grievant or the official, they will receive either an equivalent amount of paid time off to be taken that week or will have the starting or ending time for that workday adjusted an equivalent amount of time.

*The policy on change in work schedules will not apply in these circumstances.*

5. Participating in approved Union-sponsored training programs.

If approved in advance by the administration, Union officers will be allowed time away from work without pay for up to 25 hours per Union Officer per year to participate in Union sponsored training programs that deal with enforcement of the contract (e.g. internal affairs, labor law etc.) If such programs occur during non-schedule work days of a participant, the time shall also be without pay for that participant.

These guidelines are not intended to replace or supersede any provisions concerning the payment of overtime by state or federal laws. The above mentioned provisions will not cause additional costs to the City.

6. The Union will appoint up to two Union officers/representatives. The Union will notify the City within seven business days of the appointment of a new Union officer/representative.

## **ARTICLE 16 - EMPLOYEE RIGHTS**

**16.1 Just Cause.** Disciplinary action shall be imposed upon an employee only for just cause.

**16.1.1 Disciplinary actions.** Disciplinary action shall generally include only the following:

- i. Written Reprimand
- ii. Suspension
- iii. Demotion
- iv. Discharge

Disciplinary action will normally be progressive in nature, but the level of discipline administered may depend upon the seriousness of the offense. Discipline for vehicle-related offenses per Department policy may include temporary loss of vehicle privileges when just cause exists. Employees may be removed from a specialty unit assignment as a disciplinary consequence when just cause exists. "Counseling and Documentation" forms do not constitute discipline.

**16.2 Union and Employee Rights.** The Union shall have the right to process any disciplinary action as a grievance through the grievance procedure, except for a verbal reprimand, and except for employees serving an initial probationary period, or any extension of an initial probationary period. The suspect employee shall be entitled to Union representation and/or Union legal representation at all meetings attended by the suspect employee where discipline is being considered for that suspect employee. All written reprimands will not be used for purposes of



progressive discipline two (2) years after the date of the reprimand if the employee has not been subject to any additional discipline within the two (2) years. Suspensions will not be used for purposes of progressive discipline five (5) years after the suspension was imposed if the employee has not been subject to any additional discipline within the five (5) years and if the suspension is for less than forty (40) hours. Except for vehicle collisions, employees with a sustained internal investigation resulting in a suspension or above within the prior two (2) years are ineligible for promotion. Any files maintained by the City will be maintained in accordance with the State guidelines. A summary of all sustained Internal Investigation files will be retained in accordance with the Washington State Archivists retention schedule.

**16.3 Notice and Opportunity to Respond.** Prior to a pre-disciplinary meeting involving a potential suspension without pay, demotion or discharge, the Chief of Police or designee shall provide the employee and the Union with the following:

- a. An opportunity to view and/or copy of all materials a part of or related to the investigation upon which the allegation(s) or charge(s) are based;
- b. The directives, policies, procedures, work rules, regulations or other order of the City that allegedly was violated and how these were violated;
- c. What disciplinary action is being considered.

**16.4 Pre-Disciplinary Meeting.** If discipline involving a loss of pay is anticipated, an opportunity to respond to the allegation(s) or charge(s) shall occur at a Pre-Disciplinary meeting conducted and presided over by the Chief of Police or designee, who shall have the authority to impose or to recommend the proposed disciplinary action. Reasonable advance notice of this meeting, its time and place shall be given the employee and the Union. This meeting shall be informal. The employee shall be given reasonable opportunity to be heard, to respond to the allegation(s) or charge(s), and to have the responses considered prior to the imposition of discipline.

**16.5 Employer's Decision.** Within a reasonable time, but not beyond thirty (30) calendar days from the date of the Pre-Disciplinary meeting, the Chief of Police or designee shall issue a written decision imposing discipline, exonerating the employee or taking such other action deemed appropriate.

**16.6 Non-Criminal Investigative Interviews/Internal Affairs Investigations.** The non-criminal interview of a suspect employee concerning action(s) or inaction(s) which, if proved, could reasonably lead to a suspension without pay, demotion or discharge for that employee, shall be conducted under the following conditions and procedures:

- a. If an employee is considered a suspect, at a reasonable time in advance of the investigative interview, the suspect employee shall be informed in writing, with a copy to the Union, of the nature of the investigation; the specific allegations related thereto; and the policies, procedures and/or laws that form the basis for the investigation; and shall be advised that an opportunity to consult with a Union representative and/or legal representative will be afforded prior to the interview.

- b. The suspect employee shall have the right to have a Union representative present during any interview which may reasonably result in a suspension without pay, demotion or discharge of the suspect employee. The opportunity to have a Union representative present at the interview or the opportunity to consult with a Union representative shall not unreasonably delay the interview. However, if the interview begins with the consent of the suspect employee in the absence of a Union representative, but during the interview the suspect employee concludes that assistance is required by reason of increasing seriousness of the disciplinary problem, the suspect employee shall be allowed a reasonable time in which to obtain a Union representative.
- c. To the extent reasonably possible, all interviews under this Section shall take place at Police Department facilities.
- d. The City may schedule the interview outside of the employee's regular working hours; however, in that event the appropriate overtime rate of payment shall be made to the employee. An employee on administrative leave with pay may be questioned between 8:00 AM and 5:00 PM, Monday through Friday, at the regular rate of pay.
- e. The employee shall be required to answer any question concerning a non-criminal matter under investigation and shall be afforded all rights and privileges to which the employee is entitled under State or Federal laws.
- f. The employee shall not be subject to coercion, nor shall interrogator(s) make promises of rewards or threats of harm as inducements to answer questions.
- g. During an interview, the employee shall be entitled to such reasonable intermissions as the employee may request for personal physical necessities.
- h. All interviews shall be limited in scope to activities, circumstances, events and conduct that pertain to the action(s) or inaction(s) of the employee that is the subject of the investigation. Nothing in this Section shall prohibit the Employer from questioning the employee about information that is developed during the course of the interview.
- i. All internal affairs interviews shall be recorded, and the Union may record the interview. A copy of the transcribed interview and/or copy of the recording shall be made available to the Union and employee.
- j. Interviews and Internal Affairs investigations shall be concluded without unreasonable delays.
- k. The employee and the Union shall be advised within a reasonable period of time, in writing, of the results of the investigation and what future action, if any, will be taken regarding the matter investigated.
- l. Internal affairs investigations that could potentially lead to a significant property loss such as demotion, termination, or multi-day suspension shall ordinarily be conducted by an outside police agency or neutral investigative agency. This Article is not intended

to limit the Police Department's ability to conduct a fair and comprehensive investigation nor impose unreasonable time limits upon the conduct of such investigation.

**16.7** When the City receives a request for public records under the Public Records Act, Chapter 42.56 RCW for a Union member's personnel records, disciplinary records, or that identifies a Union member by name and is not connected to a criminal case, the City will provide timely notice of the request to the affected member and the Union. "Timely notice" shall mean personal notification (telephone call, voicemail, or electronic mail) to the member within two business days of the date of the request or five days prior to the scheduled date of release, whichever occurs first.

**16.8 Accident Review Board.** Accidents involving damage to City vehicles may be (a) acted upon by the Chief of Police if further investigation is unnecessary or (b) reviewed by the Accident Review Board. Review by the Accident Review Board shall be conducted as set forth in the Gig Harbor Police Department Manual. Investigations of other policy violations will be conducted as an internal affairs (IA) investigation.

## **ARTICLE 17 – MANAGEMENT RIGHTS**

**17.1** The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers and authorities which the Employer possesses, except as specifically limited by this Agreement or by State law.

**17.2** The Employer has the authority to adopt rules for the operation of the Department and conduct of its Employees provided the City recognizes its obligation to bargain adoption of any rule affecting wages, hours, and working conditions.

**17.3** The Employer has the right to schedule overtime work as required in a manner most advantageous to the Employer and consistent with the requirements of municipal employment and the public interest.

**17.4** Every incidental duty connected with operations enumerated in job descriptions is not always specifically described, nevertheless, it is intended all such duties shall be performed by the Employee.

**17.5** The Employer reserves the right to discipline, demote, or discharge for just cause. The Employer reserves the right to lay off for lack of work or funds, or the occurrence of conditions beyond the control of the Employer.

**17.6** The Employer shall have the right to assign work and to determine the duties of Employees; to schedule hours of work; to determine the number of personnel to be assigned at any time and to direct and perform all other functions not limited by this Agreement.

## **ARTICLE 18 - NO STRIKES**

**18.1** It is recognized that the Employer is engaged in a public service requiring continuous operation, and it is agreed that recognition of such obligation of continuous service is imposed upon both the employee and the Union. Neither the Union nor its members, agents, representatives, employees or persons acting in concert with them, shall incite, encourage, or

participate in any strike, walkout, slowdown, or other work stoppage of any nature whatsoever for any cause whatsoever. In the event of any strike, walkout, slowdown, or work stoppage or a threat thereof, the Union and its officers will do everything within their power to end or avert the same.

**18.2** Any employee authorizing, engaging in, encouraging, sanctioning, recognizing or assisting any strike, slowdown, picketing or other concerted interference, or who refuses to perform service duly assigned to him, shall be subject to immediate dismissal.

## **ARTICLE 19 - GRIEVANCE PROCEDURES**

**19.1 Grievance Defined.** A grievance is defined as an alleged violation of express terms and conditions of this Agreement. Only one appeal and/or grievance (either through this grievance procedure or through the Civil Service Rules but not both) may be maintained with respect to any individual disciplinary action. Grievances involving performance evaluations shall only be processed through step 2 of the grievance procedure.

Time limits in the following steps may be extended only by mutual written consent of the parties hereto.

**19.2 Step One - Police Chief.** The grievance in the first instance will be presented to the Police Chief, in writing, within fourteen (14) calendar days of the alleged breach of the express terms and conditions of this Agreement. The Police Chief shall respond to the grievance in writing within fourteen (14) calendar days of receipt of the grievance. Every effort shall be made to settle the grievance at this Step One.

**19.3 Step Two – City Administrator.** If the grievance is not resolved at Step One, then the grievance may be presented to the City Administrator or his/her designee within fourteen (14) calendar days of receipt of the Chief's response. The grievance shall be presented to the City Administrator or his/her designee in writing, setting forth detailed facts concerning the nature of the grievance, the contractual provisions allegedly violated, and the relief requested. Upon receipt of the written grievance, the City Administrator or his/her designee shall, within fourteen (14) calendar days, meet with the grievant and/or the representative of the Union in an attempt to resolve the grievance. Within fourteen (14) calendar days after such meeting, the City Administrator or his/her designee shall send to the Union a written answer stating the Employer's decision concerning the grievance.

**19.4 Step Three - Arbitration.** A grievance may be submitted within thirty (30) calendar days following the decision rendered in Step Two to arbitration for resolution. For a grievance as defined by RCW 41.58.070, the arbitrator shall be assigned by PERC in accordance with state law. For other grievances, the parties will attempt to select a mutually agreeable arbitrator. Should the parties be unable to agree upon an Arbitrator they shall request a list of names of eleven (11) Arbitrators with offices in Oregon or Washington from the Public Employment Relations Commission. The parties shall alternatively strike names until one name remains on the list. The remaining person shall be the arbitrator. The order of striking names shall be determined by coin toss.

The decision of the Arbitrator shall be final and binding on both parties. The authority of the Arbitrator is limited to ruling on the correct interpretation or application of the Articles of this Agreement and shall not add to, take away from, alter, change or modify the terms of the Agreement.

Each party shall bear the cost of its own representation, legal fees and presentation of their case.

## **ARTICLE 20 - PERSONNEL POLICIES**

All employees of this bargaining unit, in addition to being governed by this Agreement, shall also be subject to the Personnel Policies published by the Employer and any subsequent personnel policies, rules and regulations that may be promulgated in the future, so long as they do not conflict with this Agreement. The parties agree to abide by collective bargaining laws with respect to policies, rules and regulations affecting or impacting mandatory subjects of bargaining. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement.

## **ARTICLE 21 – UNIFORMS AND EQUIPMENT**

At the time of employment, the following uniform and equipment items shall be provided by the City. The City may withhold issuance of some of the equipment items while a member is assigned to the BLEA Academy. In such case, the remainder of the required equipment will be issued upon successful completion of the BLEA Academy. After initial issue of clothing /equipment, officers shall have available an annual \$600 a year clothing allowance upon being removed from initial probationary status commencing at the beginning of the following calendar year. Uniform items or equipment which require replacement through the normal course of business will be replaced by the City, subject to availability of budgeted funds. Officers newly assigned to the Bicycle, Marine Services, or Metro Co-op Cities specialty unit(s) will initially be provided the appropriate uniform and equipment items for performance of duties within that unit and will thereafter receive a \$200 a year clothing allowance for specialty uniform and equipment (regardless of how many specialty units the officer is assigned to). Additional specialty unit replacement uniform items will be charged against the annual clothing allowance.

The City will issue one patrol jumpsuit every two (2) years to those employees who are not assigned to the Detectives unit. Jumpsuits will be staggered so that not all eligible employees receive it the same year.

### **A. Uniform**

1. Class A long sleeved uniform shirt
2. Class A trousers
3. Two (2) Class B uniform shirts (long and/or short-sleeved)
4. Two (2) Class B uniform pants
5. One (1) tie and one (1) tie bar
6. Two (2) patrol jumpsuits (one winter/one summer)\*
7. One (1) duty ball cap and one (1) watch cap
8. One (1) pair shoes or boots
9. One (1) all-season jacket
10. Two (2) badges (uniform and flat) and required name tag(s)



11. Required BLEA Academy clothing and equipment (Academy attendees only)

\* Ordered after successful completion of FTO Phase 1

**B. Equipment**

1. One (1) duty gun belt
2. One (1) uniform pants belt
3. One (1) department-approved holster
4. One (1) department-authorized duty weapon with three (3) magazines.
5. One (1) double handgun magazine holder
6. One (1) patrol rifle and three (3) magazines
7. One (1) Taser and belt holster
8. One (1) double handcuff case
9. Two (2) sets of handcuffs and one (1) large handcuff key
10. One (1) key holder (if desired)
11. One (1) expandable baton and belt holder
12. One (1) ASR canister and belt holder
13. One (1) rechargeable flashlight and one (1) traffic wand
14. One (1) belt flashlight holder
15. One (1) portable radio with charger and belt holder with optional ear piece
16. One (1) bullet-resistant vest
17. Four (4) belt keepers
18. One (1) glove holder

The uniform shall meet the approval of the Police Chief and all purchases shall be through the department's established procedures. The employee agrees to maintain and keep all uniform and equipment items in good and clean condition, repair all parts of the uniform, and will have his or her complete uniform available for inspection on due notice.

The employer shall be responsible for laundering uniforms. Frequency of laundering uniforms shall be established by employer management policy. Uniform clothing damaged as a result of unforeseen circumstances in the line of duty shall be repaired or replaced by the employer. Equipment issued under this Article which is damaged through the gross negligence of the employee shall be replaced at the employee's cost.

The employer shall reimburse officers assigned as full time detective up to a maximum of \$600 per year for special job-related clothing purchases, provided such purchases must have approval by the Police Chief or Lieutenant prior to purchase.

The employer shall reimburse officers up to \$50 for any watch destroyed in the line of duty.

## **ARTICLE 22 - TRAINING**

The City agrees to provide training to employees through the Washington State Criminal Justice Training Commission, their Satellite Training Programs, and other sources approved by the Department. The City, in its sole discretion agrees to provide funding for such training as it determines is reasonable to increase the employee's knowledge, skills and abilities to perform the

job. For such training, the City agrees to pay all fees and tuition, lodging, travel, and meals (if applicable) incurred by attending such training, according to applicable City policy.

The Chief of Police or his/her designee within the Police Department shall approve or deny all training requests.

Employees who request voluntary training may be asked to adjust their work schedule to minimize payment of overtime. If an officer attends voluntary approved training on a regularly scheduled day off, and can take another day off within the same FLSA work period, the time shall be considered an equal trade and no overtime or compensatory time shall result. If the day off cannot be taken within the same FLSA work period, the training day shall be compensated at overtime rates (pay or compensatory time). The scheduling of the day off is subject to mutual agreement between the City and the officer with the object being to schedule the day off so no additional overtime expenditure is incurred.

Employees may request to be released from duty early on a training day in consideration of factors including the amount of duty time remaining and Department staffing needs. Police Department administration has discretion to approve or deny such requests.

## **ARTICLE 23 - LIGHT DUTY**

An injured employee will be provided a light-duty assignment when released to perform light duty by the employee's health care provider and when there are light duty assignments available in the Police Department, as reasonably determined by the Chief of Police. An on-the-job injury takes precedence for a light duty assignment over an off-duty injury.

## **ARTICLE 24 - SUBSTANCE ABUSE FREE WORK PLACE**

**24.1 Statement of Principle.** The City of Gig Harbor and the Union, in keeping with the provisions of the Drug-Free Workplace Act of 1988, are committed to providing and maintaining a substance abuse-free working environment for the safety, physical and mental health of all employees and the public whom we serve.

**24.2** Any unlawful manufacture, distribution, dispensation, possession, use or working under the influence of an illegal drug or controlled substance in or on any City facility, vehicle or while on City business is strictly prohibited. Consumption of alcohol is prohibited for employees while on duty (including any breaks, lunches, etc.) or while in a designated "on-call" status or two (2) hours following an accident or incident (unless a breath alcohol test has already been performed). In addition, a violation of law by an officer relating to illegal drugs, controlled substances or alcohol may result in appropriate discipline.

**24.3** The City has established a drug awareness program which includes, but is not limited to, the following confidential employee services:

- a. Drug counseling and rehabilitation available through the City's medical insurance plans.

- b. Employee Assistance Program (EAP) that may assist in counseling employees with substance/alcohol abuse problems.

**24.4** Any employee found to be in violation of the City's Substance Abuse Free Workplace Policy or law may be subject to a requirement to participate satisfactorily in an abuse assistance or rehabilitation program approved for such purposes by a federal, state, local health, or appropriate agency approved by the City, and/or discipline up to and including termination.

**24.5 Covered Classifications.** All classifications within the Union's bargaining unit are covered by this Article.

#### **24.6 Drug or Alcohol Tests Required**

**24.6A Reasonable Suspicion.** To be conducted when a supervisor becomes aware of specific indicators characteristic of prohibited drug (including alcohol) use or possession which may include:

- i. Direct observation of drug use or possession
- ii. Direct observation of the physical symptoms of being under the influence of a drug, such as motor functions or speech, abnormal conduct or erratic behavior which may or may not be preceded by:
  - a. An on-the-job accident resulting in an injury to the employee or others requiring medical attention beyond first aid and/or results in significant property damage to City or others' property.
  - b. An on-the-job unsafe practice that endangers the employee or others or risks significant property damage to the City or others' property.
  - c. An arrest for a drug-related offense.
  - d. Information that is provided by reliable and credible sources and has been independently corroborated.
  - e. Evidence that the employee tampered with a previous drug test.
  - f. The opinion of a medical/substance abuse/chemical dependency professional employed at the worksite that an employee is using an illegal controlled substance.

**24.7** The supervisor will request another supervisor's (management and/or HR) opinion (both supervisors must agree) prior to requesting an employee to take a reasonable suspicion drug/alcohol test. At this time, the employee shall be informed of the right to Union representation. This will not be construed as an opportunity for an employee to delay testing. Employees may not operate City motor vehicles or equipment after being notified that a reasonable suspicion test is warranted. Additionally, employees believed to be under the influence or impaired for any reason shall be transported to the testing site. Following the



testing, the employee will be transported home via a local cab company, at the City's expense, or provided the opportunity to contact a non-duty-employee or non-employee for a ride. The employee will be informed that the law enforcement authorities shall be notified of his/her vehicle license number if the employee insists on driving. In no case will a supervisor or other on-duty employee transport the employee.

**24.8** Testing shall take place as soon as practicable. An employee subject to such testing is expected to remain readily available to undergo the tests. However, this should not be construed to require the delay of necessary medical attention for injuries or to prohibit an employee from leaving the scene of an accident or incident if necessary to obtain assistance to respond to the accident or incident or to obtain emergency medical care. In all circumstances the employee will be transported to the testing site. An employee waiting to be tested will remain in paid status from the time of the accident/incident until testing is completed.

**24.9** Employees who test negative will be transported back to the duty station and remain on paid status for the completion of the shift or if normal work hours are exceeded, until leaving the normal place of work. Employees whose tests are not immediately available will be transported from the test site to their residence via a local cab company at the City's expense. Employees, who leave the scene of an accident or incident inappropriately, will be considered to have refused to test and will be subject to discipline up to and including termination.

**24.10 Refusal to Test.** Refusing or failing to submit an adequate specimen for drug or alcohol testing or specimen tampering during specimen collection constitutes insubordination and will be treated as if the employee has tested positive. The employee will be evaluated by a Substance Abuse Professional (SAP) or Chemical Dependency Professional (CDP) and will be subject to discipline up to and including termination. Refusal to test includes:

- a. Refusal to take a drug or alcohol test;
- b. Tampering with or attempting to adulterate the specimen or collection procedure;
- c. Not reporting to the collection site in the time allotted;
- d. Leaving the scene of an accident or incident without a valid reason before testing;  
or
- e. Providing false or inaccurate information.

**24.11 Drug/Alcohol Testing Processes.** Drug and alcohol testing shall be conducted in strict accordance with federal regulations to ensure accuracy, reliability, and confidentiality. Testing records and results will be released only to those authorized by the federal drug and alcohol testing rules to receive such information. The City will make every appropriate effort to protect the employee's privacy and dignity during the sample collection, testing and notification process.

**24.12 Drug Testing.** Specimen collection for drug testing will conform to the standards of 49CFR part 40 to maintain documented chain of custody and assure sample reliability. Drug test collections will be conducted at a qualified medical facility. The specific procedure used for testing is as follows:

- a. The collection site personnel will obtain the appropriate urine custody and control forms and inspect the collection room.
- b. The donor will be asked to present picture identification to the collection site person.
- c. The donor will check belongings and remove unnecessary outer garments.
- d. Donor will wash hands, take the collection cup and enter the privacy enclosure to collect at least forty-five (45) milliliters of specimen unobserved.
- e. The collector records the temperature of the specimen.
- f. The collector will split the specimen into two bottles.
- g. The collector will label and seal both bottles in front of the donor.
- h. The custody and control form will be completed, transferring custody from the donor through the collector to the laboratory courier.
- i. The split specimen will be placed in secure storage until shipped for analysis.

**24.13** The integrity of the testing process is ensured through a variety of methods. The collection site is secured when not in use, access to the site is restricted during specimen collection, water sources are controlled to discourage specimen adulteration, trained site collection personnel carefully follow prescribed procedures, specimens are labeled and sealed in front of the donor, custody and control forms are used, specimens are left in locked storage, and the laboratories used for analysis must meet strict standards to be certified by the Substance Abuse and Mental Health Services Administration (SAMHSA).

**24.14** The initial drug screen shall use the Immunoassay (EMIT) process and the confirmatory test will be by gas chromatography/mass spectrometry. The drug testing results will be reviewed and positive tests interpreted by the MRO. The following tests and positive test levels shall be used:

	<b>Initial</b>	<b>Confirmation</b>
Marijuana and metabolites	50 ng/ml	15 ng/ml
Cocaine and metabolites	300 ng/ml	150 ng/ml
Amphetamines and metabolites	1000 ng/ml	500 ng/ml
Opiates	2000 ng/ml	2000 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml

**24.15 Alcohol Testing.** The alcohol test will be performed using an Evidential Breath Testing (EBT) device that is approved by the National Highway Traffic Safety Administration (NHTSA) and administered by a trained Breath Alcohol Technician (BAT). The alcohol testing process will consist of the following steps:

- a. Upon arrival, the employee will be shown to the testing site. The site will afford the employee privacy during the process.
- b. The employee will provide picture identification to the BAT for inspection.
- c. The BAT will explain the test process and will, with the employee, complete the Alcohol Testing Form.
- d. The BAT will open a sealed disposable mouthpiece in view of the employee and attach it to the EBT device for a screening test.
- e. The employee will blow forcefully into the mouthpiece and be shown the result.
- f. Before the confirmatory test is conducted, the BAT shall conduct an airblank test which must read 0.00 to proceed.
- g. The result of the confirmatory test is considered to be the final result.

**24.16** The integrity of the alcohol testing process is ensured through the external calibration checks required on the EBT device, the security of the testing site and EBT device, and the strict testing procedures required to produce a valid test.

**24.17 Positive Test Results.**

- a. An employee who tested positive for alcohol or fails to pass a drug test will be removed from the performance of his/her job, placed on administrative leave and required to be evaluated by a substance abuse professional. An employee may substitute any available vacation, floating holiday or comp time for the non-pay status.
- b. An employee who tests positive for illegal drugs or controlled substances will be removed from the performance of his/her job, placed on administrative leave and required to be evaluated by a Substance Abuse Professional (SAP) or Chemical Dependency Professional (CDP).
- c. An employee who tests positive for drugs shall have the right to challenge the accuracy of the test results. The employee may request that the original split sample be analyzed. Such request must be made within 72 hours of when the City made the employee aware of the original test results.

**24.18 Pay Status.**

- a. If an employee is removed from his/her job prior to or during an investigation, they shall be on administrative leave pending outcome of the investigation and/or disciplinary action. Employees shall be advised of their right to Union representation during any investigatory interview or meeting which could reasonably be expected to lead to disciplinary action.

- b. Employees who have satisfied any disciplinary action and who are in a recognized treatment program for a drug or alcohol problem may use available sick leave, floating holiday, accrued vacation or comp time for counseling and treatment.

#### **24.19 Employee Rights and Responsibilities.**

- a. The City will keep confidential all testing results.
- b. If at any point the results of the testing procedures specified in the Drug & Alcohol Testing Processes section of this is negative, all further testing shall be discontinued. The employee will be provided a copy of the results, and all other copies of the results (including the original) will be maintained by the Human Resources Department.
- c. An employee, who voluntarily seeks assistance concerning a drug or alcohol problem, prior to reasonable suspicion, shall not be disciplined by the employer and will be immediately referred to the City's EAP. Employees may use available sick leave, floating holiday, accrued vacation or comp time for counseling and treatment. An employee may also be required to undergo a "fit for duty" test prior to return to work.
- d. An employee not designated "on-call" and requested to report to work shall inform their supervisor of any inability to work due to the consumption of alcohol or drugs which may impair the employee's ability to safely perform his/her job. Under this Section, an employee will not be subject to discipline for advising the employee's supervisor of his/her inability to work.
- e. All employees who must use a prescription drug that causes or results in adverse side effects (e.g., drowsiness or impaired reflexes or reaction time) shall inform their supervisor that they are taking such medication according to the advice of a physician. Such employees are responsible for informing their supervisor of the possible effects of the drug and their performance and expected duration of its use. If the prescription drug use could cause productivity or safety problems, a supervisor may grant the employee sick leave or temporarily assign the employee different duties, if available.
- f. Employees are required, in compliance with this Substance Abuse Free Workplace Policy, to notify the City of any criminal statute conviction for a substance abuse or alcohol-related violation occurring in the workplace no later than five (5) working days after such conviction.

**24.20** All Union and non-represented police officers will receive a copy of this Section, informational materials about the effects of controlled substances/alcohol in the workplace and rehabilitation services available.

**24.21 Record Retention.** The drug and alcohol records will be maintained by the Human Resource Analyst in a secure location with controlled access, in accordance with legal guidelines. The following records shall be maintained for at least five (5) years:

- a. Records of verified positive alcohol test results.
- b. Records of verified positive drug test results.
- c. Documentation of refusal to take a required alcohol/drug tests.
- d. Drug and Alcohol related evaluations and referrals.

The City may provide copies of these records to other employers when former City employees have applied for employment with those employers and have written and signed a release form authorizing the City to release such information.

**24.22 Laws & Regulations.** Should the federal or state government requirements change, the parties agree either party can request to negotiate the impact of the change on mandatory subjects of bargaining.

#### **ARTICLE 25 - SAVING CLAUSE**

If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The article and section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, and the parties shall meet to negotiate a substitute provision.

#### **ARTICLE 26 - COMPLETE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had an 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 understanding and agreements arrived at by the parties after the exercises of that right and opportunity are set forth in this Agreement.

Therefore, the parties for the life of this Agreement voluntarily and unqualifiedly waive 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.

#### **ARTICLE 27 - TERM OF AGREEMENT**

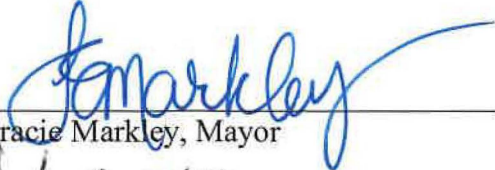
This Agreement is effective January 1, 2023, and shall continue in full force and effect to and including December 31, 2025.

Notice to negotiate a new agreement shall be given within ninety (90) days prior to the expiration date.

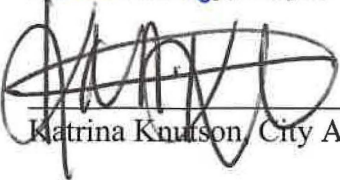
IN WITNESS WHEREOF, we attached our signatures this 4 of April, 2023.

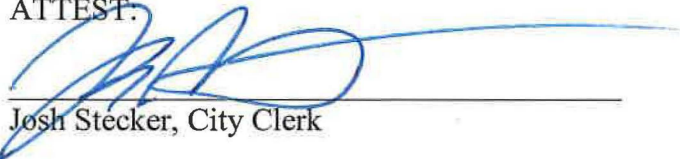
**CITY OF GIG HARBOR**

**TEAMSTERS LOCAL NO. 117**

By:   
Tracie Markley, Mayor

By:   
John Searcy, Secretary-Treasurer

By:   
Katrina Knutson, City Administrator

ATTEST.  
  
Josh Stecker, City Clerk

## ATTACHMENT "A"

### 2023 Wages

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	\$7,068	\$7,422	\$7,793	\$8,182	\$8,591
Sergeant	\$9,334	\$9,801	\$10,291	\$10,806	

## **ATTACHMENT "B"**

### **PERSONNEL SALARIES**

#### **PERFORMANCE PAY**

Each year on their anniversary date, employees who have yet to reach the top of their salary range shall be eligible for a step increase according to the wage scale below, provided the employee receives a satisfactory performance evaluation and has not been disciplined during the rating period. An employee's anniversary date will reset upon promotion or demotion.



**MEMORANDUM OF UNDERSTANDING BETWEEN  
CITY OF GIG HARBOR AND  
TEAMSTERS LOCAL UNION NO. 117**

Affiliated with the  
International Brotherhood of Teamsters

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**Re: Mandatory Overtime**

The City of Gig Harbor ("City") and Teamsters Local No. 117 ("Union") enter into this Memorandum of Understanding ("MOU") regarding mandatory overtime shifts.

WHEREAS, the Gig Harbor Police Department faces unique and current law enforcement staffing challenges; and

WHEREAS, mandatory overtime is currently paid at the rate of time and one-half the regular rate of pay; and

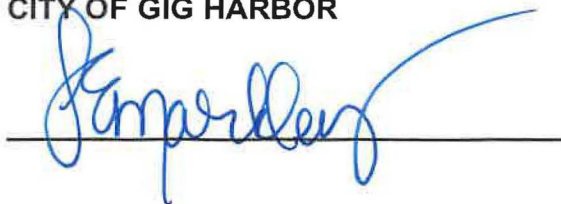
WHEREAS, the parties agree to a higher rate of pay for mandatory overtime under the terms of this 12-month MOU;

NOW THEREFORE it is agreed by and between the parties hereto, in consideration of the mutual promises contained herein, that:

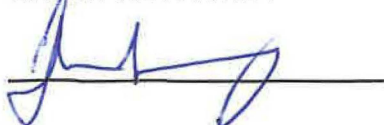
1. Involuntary overtime mandated on a scheduled day off with less than 24 hours' notice will be paid at the rate of two times the regular rate of pay for the actual time worked. This shall not pyramid with any other premiums.
2. This MOU is effective when signed by both parties and will terminate 12 months later. When this MOU expires, involuntary mandatory overtime will revert to being paid at time and one-half the employee's regular rate of pay.
3. The parties agree to review the impact of this MOU after six months.
4. The City reserves the right to terminate this MOU if the City reasonably determines that this MOU significantly changes employees' availability for voluntary overtime and/or this MOU causes an unexpected and significant cost burden on the Police Department.
5. This MOU applies to mandatory overtime shifts and does not apply to schedule changes.

IN WITNESS WHEREOF, we have set our hands on the dates indicated.

**CITY OF GIG HARBOR**



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



TRACIE MARKLEY, MAYOR  
CITY OF GIG HARBOR

3/7/23  
Date

JOHN SCEARCY  
SECRETARY-TREASURER

4.4.23  
Date

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
CITY OF GIG HARBOR POLICE DEPARTMENT  
AND  
TEAMSTERS LOCAL UNION NO. 117**  
Affiliated with the  
International Brotherhood of Teamsters

---

**Re: Officer Referral Incentive Program for City of Gig Harbor for  
Entry and Lateral Police Officer Vacancies**

THIS MEMORANDUM OF AGREEMENT ("MOA" or "Agreement") is entered into by and between the City of Gig Harbor Police Department ("Gig Harbor" or "Employer") and Teamsters Local Union No. 117 ("Teamsters" or "Union"), collectively the "Parties."

**I. RECITALS**

1. The Police Department and the Union are Parties to a 2023-2025 Collective Bargaining Agreement ("Contract").
2. Recruitment for positions in law enforcement and corrections has grown increasingly challenging in recent years, and Gig Harbor is currently facing an unusually high vacancy rate among its Police Officers. These ongoing vacancies are impacting the existing workforce and the City's ability to provide essential law enforcement services.
3. The City seeks to boost recruitment and retention for Entry, Exceptional, and Lateral Police Officers.
4. Referrals can be a reliable method for attracting Police Officer candidates who are more likely to successfully complete the required training programs and probationary periods, and current City employees can be a strong resource for new employee referrals.
5. The City seeks to provide a referral incentive to current Police Officers and Police Sergeants who assist with the recruitment and retention of Entry, Exceptional, and Lateral Police Officers.
6. The following employees are not eligible to receive the Referral Incentive: Employees (Officers or staff) assigned to recruit and employees who recruit a candidate from a Department sanctioned event (i.e., job fair or PST testing event).

Memorandum of Agreement  
By and Between  
City of Gig Harbor Police Department and  
Teamsters Local Union No. 117  
Re: Officer Referral Incentive Program  
Page 2 of 3

## II. AGREEMENT

NOW, therefore, the Parties agree to the following terms and conditions:

1. Police Officers and Sergeants are eligible to receive a referral incentive of \$1,000 for entry level officer hires and \$2,000 for exceptional and lateral officer hires, paid in installments.
2. The referring employee receives the first installment of one-half (1/2) of the incentive amount after the new hire starts their probationary period and the second installment (the remaining half (1/2)) after the probationary period is successfully completed. The probationary period is typically 12 months from date of hire.
3. The City shall make its best efforts to pay the referral incentive to the referring employee within 30 days following the referred employee's hire date and successful completion of their probation period, respectively. The referring employee must be an active employee at the time of payment to receive the referral incentive. All referral payments shall be subject to all applicable federal and state taxes, retirement, or other withholdings.
4. The applicant must list the full (first and last name) of the referring employee on their initial job application, or the referral must be documented in the manner established as part of the hiring process by City. The referring employee name may not be added to or changed after the applicant's initial submittal of job application. The referred employee must have submitted their application for the position of Police Officer or Police Sergeant no later than December 31, 2025, or no later than the date in which this program ends, whichever comes first.
5. There is no limit with respect to the number of applicants a Police Officer or Sergeant can refer, or the number of referral payments a Police Officer or Sergeant may receive. However, only one Police Officer or Sergeant may refer any given applicant, and only one referral incentive shall be paid per applicant. Employees may not receive a referral incentive by referring themselves as applicants. Police Officers or Sergeants may not receive a referral incentive for referring another current Gig Harbor employee, or someone who has been employed by the City within the last twelve (12) months.
6. This Agreement shall not establish a practice or precedent in any way. In addition to the applicable collective bargaining agreement, this MOA is the

Memorandum of Agreement  
By and Between  
City of Gig Harbor Police Department and  
Teamsters Local Union No. 117  
Re: Officer Referral Incentive Program  
Page 3 of 3

full and final agreement of the Parties related to the Referral Incentive Program.

7. The Parties agree that the provisions of the MOA do not alter or waive the Teamster's collective bargaining rights or the City's management rights.
8. The Parties agree that all other rights and contractual requirements in the Contract not addressed in this MOA shall remain in full force and effect.
9. Any disputes regarding the interpretation or application of this MOA shall be resolved by the Parties using the grievance procedures contained in the Parties' collective bargaining agreement.

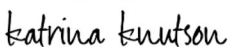
This Agreement is effective upon signature by all Parties.

This Agreement shall expire on December 31, 2025, but may be extended by mutual agreement of all Parties or terminated at the City's sole discretion at any time, for any reason.

IN WITNESS WHEREOF, the Parties have executed this MOA as their free and voluntary act on the dates set forth below.

**CITY OF GIG HARBOR**

DocuSigned by:



**KATRINA KNUTSON**  
City Administrator

10/11/2023

**Date**

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

DocuSigned by:



**PAUL DASCHER**  
Secretary-Treasurer

10/11/2023

**Date**