

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN



TEAMSTERS UNION  
LOCAL #252

AND



CITY OF CENTRALIA  
(POLICE DEPARTMENT COMMISSIONED PERSONNEL)

JANUARY 1, 2024 – DECEMBER 31, 2026

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## ARTICLE 1 INTRODUCTION

- 1.1 Preamble: This Agreement is made and entered into by and between the City of Centralia, Washington, hereinafter referred to as the Employer, and Teamsters Local No. 252, hereinafter referred to as the Union.
- 1.2 Purpose: The purpose of this Agreement is to achieve and maintain harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustment of differences which may arise and to establish standards of wages, hours, and working conditions.
- 1.3 Recognition: The Employer hereby recognizes the Union as the exclusive collective bargaining representative for all commissioned officers of the Centralia Police Department excluding the Chief of Police, Deputy Chief of Police, Police Commanders, limited commissioned and non-commissioned employees, and emergency appointees.

## ARTICLE 2 DEFINITIONS

- 2.1 Probationary Position: An employee in this position is serving his probationary period prior to being regularly appointed to a full-time or part-time regular position during which time the employee is subject to termination without hearing or cause.
- 2.2 Probation: A working test period, during which an employee is required to demonstrate his or her ability and capacity to perform the duties of the position to which he or she has been appointed.
  - 2.2.1 The probationary period for entry level civil service classifications shall last until six (6) months after the completion of field training.
  - 2.2.2 A twelve (12) month probationary period is required for lateral entry appointees and each civil service classification promotion.
  - 2.2.3 An employee completing a probationary period shall be notified in writing of the successful completion and a copy of the notification shall be placed in the employee's personnel file.
- 2.3 Full Time Position: A full-time employee is an employee scheduled to work the regularly scheduled shifts on a full-time basis.
- 2.4 Part Time Position: A part-time employee is defined as an employee who is regularly scheduled to work less than forty (40) hours a week.
  - 2.4.1 Except where expressly restricted or provided to the contrary, eligible part-time employees shall be entitled to the provisions of this Agreement on a pro-rata basis in accordance with compensable hours.
- 2.5 Provisional/Temporary Position: An employee appointed, for a defined period of time, by the Chief of Police in accordance with the Civil Service rules and regulations. Such employee may be a full-time or part-time employee. A probationary/temporary employee shall receive all benefits as set forth in this Agreement for the duration of his or her appointment. An employee's appointment may be terminated at any time by the appointing authority without recourse.
- 2.6 Emergency Appointee: An employee who may work up to ten (10) calendar days annually on a temporary basis. This employee is not restricted in the number of hours worked during the aforementioned period. An employee in this classification shall be excluded from the bargaining unit and shall not be entitled to any benefits set forth in this Agreement, except for monthly contributions which may be required by the different Trusts for health and welfare coverage.
- 2.7 Lateral Transfer: In order to enhance the Employer's ability to recruit and hire qualified and certified Police Officers, individuals who are hired through the lateral transfer process or who are authorized rehires shall be given past service credits for their previous law enforcement employment experience for vacation and longevity accruals provided for under this Agreement, provided that such employee has not been out of law enforcement for more than twenty-four (24) continuous months. Past service credits shall not be given for any seniority bidding or lay off purposes.

## **ARTICLE 3 UNION SECURITY**

### **3.1 Membership**

- 3.1.1** It is mutually agreed that only Union members of this unit shall engage in active participation in Union affairs of this unit or serve in a role of leadership of the unit such as: serving as a delegate or representative, serving on negotiating or other Union committees, or participating in other similar activities to the interest of the unit.
- 3.1.2** The Union shall have no less than a thirty (30) minute orientation with new employees during the employees' regular work hours. The Union will explain that it is designated as the exclusive representative for all employees covered under the Collective Bargaining Agreement. The Union shall inform each new employee that membership in the Union is voluntary and only when an employee clearly and affirmatively consents to joining the Union may the Union collect fees. In addition, the Union shall explain to the new employee the rights and the benefits the employee would forgo by being a non-member.
- 3.2** Nondiscrimination–Union Activity: Neither party shall discriminate against any employee because of membership in or non-membership in or activity on behalf of the Union. No employee shall be discharged or discriminated against for upholding Union principles, fulfilling duties as a Steward in the Union or serving on a Union committee.

### **3.3 Check Off of Union Dues & Initiation**

- 3.3.1** Upon receipt of a properly executed authorization card signed by the employee, the Employer shall deduct from the employee's monthly pay all regular union dues and initiation fees uniformly required to maintain the employee in good standing with the Union.
- 3.3.2** The Union shall indemnify the Employer and any department of the Employer and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the Employer or any department of the Employer, for the purpose of complying with the provisions of this section. The Union shall provide the Employer with thirty (30) days advance notice of any changes in Union deductible dues/fees.

## **ARTICLE 4 MANAGEMENT RIGHTS**

- 4.1** Customary Functions: Except as otherwise expressly limited by the terms of this Agreement, the Employer retains all its usual and exclusive rights, decision-making, prerogative, functions, and authority connected with or in any way incidental to its responsibility to manage its affairs including directing the activities of the Department, determining the levels of service and methods of operation, including the introduction of new equipment, the right to hire, lay off, transfer, promote, discipline, discharge, and to determine work schedules and assign work.
  - 4.1.1** The Employer and the Union hereby recognize that delivery of services in the most efficient, effective, and courteous manner is of paramount importance to the Employer, and as such, maximized performance is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the Employer's sole right to determine the methods, processes and means of providing services, to increase, diminish, or change equipment, including the introduction of any and all new, improved, or automated methods or equipment, and the assignment of employees to specific jobs within the bargaining unit.
- 4.2** Performance Standards: The Employer shall have the right to establish performance standards. Such standards that are in effect may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of employees. No revision of performance standards and/or policies shall be made without notification to the Union; provided, however, such notification is not intended to diminish management rights.
- 4.3** Mandatory Subjects: Nothing set forth in the above listed provisions shall be construed to entitle the Employer to make unilateral changes in wages, hours, and/or working conditions which are determined to be mandatory subjects of bargaining under Chapter 41.56 RCW.

## **ARTICLE 5 EMPLOYMENT POLICIES**

- 5.1 Employees shall comply in full with Police Department rules and regulations, including those relating to conduct and work performance. However, there shall be no restrictions imposed on an employee's lawful off duty activity. Subject to existing policies relating to off-duty employment, the Employer agrees that department rules and regulations which effect working conditions and performance shall be subject to the grievance procedure.
- 5.2 Employees who are witness to an officer involved shooting will be granted the following day off with pay.

## **ARTICLE 6 LEAVE OF ABSENCE**

- 6.1 Leave of Absence: A leave of absence without pay may be granted at the discretion of the Employer upon receipt of a written request from an employee. A leave of absence without pay shall require an adjustment of an employee's seniority date. The Employer shall establish the date upon which the leave of absence shall begin and the date when it shall terminate. This type of leave of absence shall not exceed ninety (90) calendar days. Extensions of this type of leave must be approved in advance by the Employer.

## **ARTICLE 7 FAMILY AND MEDICAL LEAVE ACT**

- 7.1 Family and Medical Leave Act: Shall be in accordance with City Policy 7.10 as in effect as of the effective date of this Agreement as well as Chapter 49.78 RCW.
- 7.2 Washington State Paid Family Medical Leave: The Employer and the Union mutually agree to comply with all Washington State Paid Family and Medical Leave Laws per Chapter 50A.04 RCW. The Employer does not allow for supplementation of leave time while in unpaid protected leave status.
- 7.3 Washington State Long Term Care Trust Act: The Employer and the Union mutually agree to comply with all Washington State Long Term Care Trust Act laws per RCW 50B.04.080.

## **ARTICLE 8 LIABILITY INSURANCE COVERAGE**

- 8.1 Liability Insurance: Upon inquiry, an employee shall be provided with the Employer's liability insurance carrier's name and amount of coverage. The Employer shall have the right to change insurance carriers.
- 8.2 Where the employee has acted in good faith and within the scope of employment and has not intentionally committed a wrongful act or omission, the Employer shall provide legal representation for the employee and the employee's marital community in defense of allegations of acts or omissions in the performance of the employee's official duties, and where the Employer has undertaken representation, the Employer shall pay any monetary judgment awarded against the employee and employee's spouse.
- 8.3 An employee who is being provided legal representation by the Employer as set forth in the preceding sections shall, as a condition of receiving such representation, be obligated to cooperate fully with the Employer's legal representative responsible for representing the Employer and employee's interest.

## **ARTICLE 9 JURY DUTY**

- 9.1 Jury Duty: An employee shall be allowed time off without loss of pay for serving on jury duty. Any compensation and mileage received by the employee from the court for performing such service shall promptly be refunded to the City of Centralia, and the employee is required to seek such compensation and mileage from the court. In the event an employee has used his or her privately-owned vehicle for jury service, such employee shall be allowed to retain the mileage compensation portion paid by the court. The employee shall return to work if released and able to report with more than one (1) hour remaining in his/her shift.

## **ARTICLE 10 PERSONNEL FILES**

- 10.1** Personnel Files: An employee shall be allowed supervised access to his or her personnel file and shall be permitted to obtain copies of any portion of such file. As no one except authorized individuals are allowed access to personnel files and the Employer relinquishes control of the material provided to the employee, an employee requesting copies of such personnel files shall sign an Employer indemnification letter. An employee requesting that his or her personnel file or portions thereof be released to others than themselves must provide written authorization specifying the material to be released and the name of the party the information is to be released to.
- 10.2** An employee shall receive copies of all information at the time said information is placed in their personnel file. Objections to information placed in an employee's personnel file shall be raised at the time of placement.
- 10.3** An employee shall have the opportunity to attach written disagreements to the information submitted. Employees are encouraged by the Employer to review their personnel file on an annual basis and bring any noted discrepancies to the Employer's attention.
- 10.4** The City Personnel Officer is the official custodian of the employee's personnel records. Any other records or files maintained on individual employees, for whatever reason, shall not become part of an employee's official personnel record until such time as the material is properly submitted to the City Personnel Officer for inclusion into such files and the employee is provided notification of the inclusion as required by this section.

## **ARTICLE 11 TRAINING**

- 11.1** Training: An employee attending duty-related training shall be compensated at the employee's applicable rate of pay.
  - 11.1.1** A city vehicle shall be made available to employees required to attend training outside of the City of Centralia. If a city vehicle is not available, an employee may utilize their personal vehicle. Employees who use their personal vehicle for approved business purposes will receive a mileage allowance at the established IRS mileage reimbursement rate. If a city vehicle is available and the employee elects to use their personal vehicle in lieu of a city vehicle, the employee shall not be entitled to mileage reimbursement without the express approval of the Chief of Police or designee. Drivers who transport other employees in their private vehicle shall receive compensation for all hours of travel.
  - 11.1.2** The Employer shall pay for tuition or registration fees and reasonable expenses incurred incident to such duty related attendance in accordance with city policy. For training outside of the City of Centralia, meal expenses will be reimbursed on a per diem basis with no receipts being required.
  - 11.1.3** Voluntary attendance at non-required training courses for the purpose of individual career advancement or enhancement shall not be considered compensable work time provided that the following four (4) general principles are met:
    - 1) Attendance must occur outside the employee's regular working hours; and
    - 2) Attendance must, in fact, be voluntary; and
    - 3) The employee must do no productive work while attending; and
    - 4) The program, lecture, or meeting should not be directly related to the employee's job.
  - 11.1.4** A written request for training shall be made by an employee to the Chief of Police or designee at least fifteen (15) calendar days in advance of the requested training. The Employer shall either approve or deny the employee's request for time off for training within seven (7) calendar days from the date of receipt unless otherwise agreed by the Employer and employee.
- 11.2** In Service Training: Bi-monthly training dates, once calendared, shall not be changed except for unavoidable circumstances, and in such cases, employees shall not be subject to disciplinary action if unable to attend as a result of such unforeseen schedule changes. The parties recognize that these days are payback days for the 4-11 schedule.

## **ARTICLE 12 ACCRUED LEAVE TRANSFER**

**12.1** Leave Transfer: Any regular full-time or part-time employee with more than one (1) year of completed service with the Employer may transfer a portion of his/her accrued annual and/or sick leave to another regular full-time or part-time employee with more than one (1) year of completed service with the Employer. This transfer is contingent upon approval of the employee authorizing and the employee receiving the transfer. The specific restrictions, limitations, and procedures for such transfer shall be those as set forth in the City of Centralia Personnel Rules which establish and regulate the sick leave bank.

## **ARTICLE 13 OUTSIDE EMPLOYMENT**

**13.1** Outside Employment: An employee who chooses to have an additional job, contractual commitment, or self-employment may do so provided he or she obtains prior approval from the Police Chief, who shall use the following criteria in determining whether to approve or deny the request. Approval will be granted unless such work will:

- a)** Involve the use of Centralia police commission, or
- b)** Result in a conflict of interest with the Department, or
- c)** Result in outside work during an employee's work shift; or
- d)** Involve the use of City equipment or resources; or
- e)** Seriously infringes on an employee's ability to satisfactorily perform his/her regular job assignment.

**13.2** An employee seeking permission to either perform outside employment or change that employment shall apply in writing to the Police Chief for approval. Such application shall be approved or denied within a reasonable time. If outside employment has been approved or permitted by the City prior to this Agreement and it appears later that such work would not be approved under this provision, prior approval may be revoked. The employee shall receive at least fourteen (14) calendar days' advance notice of such revocation with a written explanation from the Employer relative to the reasons why the decision to revoke was made.

**13.3** Employer denial of work requests, contracting out for services, or revocation of existing work being performed by an employee may be adjudicated under the grievance procedure.

## **ARTICLE 14 SHOP STEWARD**

**14.1** Shop Steward: The designated shop steward shall serve as a liaison between the Union and the bargaining unit to communicate concerns which may arise from time to time that may require the attention of the Union.

**14.2** A maximum of two (2) bargaining unit employees shall be allowed to participate in contract negotiations during their regular scheduled shift.

## **ARTICLE 15 HOURS OF WORK**

**15.1** The regular workday shall consist of five (5) eight (8) hour days with two (2) consecutive days off or, in the alternative, four (4) ten (10) hour days with three (3) consecutive days off, or four (4) eleven (11) hour days with four (4) consecutive days off. Alternative shifts may be adopted and utilized based upon mutual agreement of the Union and the Employer.

**15.1.1** 4/10 shift schedules shall include provisions for rotating days off and shall be set at a one-hundred-eighty-day (180) minimum rotation.

**15.1.2** Employees shall commence work at the hours designated by the Chief of Police or his designee for each individual shift.

**15.1.3** The Employer shall have the right to design and implement whatever shifts are determined to be in the best interest of the Department and the City provided that such shifts are in accordance with the applicable work schedule provisions.

**15.1.4** The 4/11 shift schedule, as described above, shall be managed in accordance with the departmental Staffing and Scheduling Policy as adopted on October 31, 2006, or as thereafter amended.

15.1.5 All employees shall receive a minimum of one hundred and eight (108) days off per calendar year (which includes four (4) Sally days - thirty-two (32) hours total) when working a five/two schedule and one hundred and sixty (160) days off per calendar year (which includes four (4) Sally days - forty (40) hours total) when working a four/three schedule.

15.2 Mandatory Shift Adjustments: An employee shall be provided as much advance notice as possible for mandatory shift adjustments of two (2) or less hours (24 hours' notice if employee on day off). Adjustments in excess of two (2) hours up to four (4) hours shall require a minimum forty-eight (48) hour notice. Adjustments in excess of four (4) hours shall require a minimum ninety-six (96) hour notice subject to the following: An employee's daily start time may not vary by over four (4) hours during the course of the employee's work week except by mutual agreement. The four (4) hours shall establish a window. For example: an employee who has a 1200 start time may be moved to 1600 but then will not be required to start any later than 1600 or any earlier than 1200 during that work week, or an employee with a 1200 start time may be moved to 1000 but then would not be able to be assigned a start time any later than 1400. The minimum notification period may be waived by the affected employee.

15.3 Shift Exchanges: An employee shall be permitted, subject to the approval of the Chief or designee, to exchange shifts when the change does not interfere with the best interests of the Department and in conjunction with the below listed criteria.

15.3.1 An employee exchanging a shift with another employee will be of equal rank.

15.3.2 To avoid inadvertent overtime liability, neither employee shall be permitted to exchange shifts if the exchange causes one or both employees to exceed their regular work week during the designated work week of Sunday through Saturday.

15.3.3 Subject to the approval of the Chief or designee, officers may have qualified reserves fill assigned shifts on an occasional basis; however, the Employer shall not be responsible for providing any compensation to the reserve officer.

15.4 Lunch & Coffee Breaks: During the course of his/her shift, an employee shall be permitted to take a thirty (30) minute lunch break and two (2) fifteen (15) minute coffee breaks. All such breaks will be taken as time permits. If the employee fails to take any or all such breaks, for whatever reason, he or she shall have no right to claim any compensation for that time.

15.5 Every other month, each employee working the 4/11 schedule is required to participate in a maximum eight (8) hours training as part of their scheduled work shift. The training day is scheduled by the Chief of Police or designee.

## ARTICLE 16 OVERTIME

16.1 Compensable hours in excess of an employee's regular scheduled workday shall be paid at the overtime rate, excluding excess hours required to be worked every six (6) months when working a 4/11 work schedule. The sub-paragraphs listed below are only applicable to officers assigned as a detective, traffic officer, or to the JNET unit.

16.1.1 Officers assigned to traffic, detective, or JNET units will work supervised self-directed work schedules. The overtime threshold for officers so assigned is forty (40) hours in a given week. The designated work week for officers in these assignments is defined as beginning Sunday at 12:00:01 AM and ending Saturday at 11:59:59 PM.

16.1.2 Officers shall work hours that best serve the needs of their respective operations. They shall coordinate their work times with their respective unit supervisor. They need not work consecutive hours and shall be allowed to adjust their schedules as needed to accomplish their work. No officer shall work more than twelve (12) hours in a given day without the advance approval of the unit supervisor.

16.1.3 Officers may split their hours of work in a given day as needed and may vary days off as well, provided that it is done in consultation with the unit supervisor. When an officer works forty (40) hours in a given week, that officer shall take the rest of the week off, provided that if case load or status of an investigation requires continued effort, the unit supervisor has the authority to approve overtime for additional hours worked in that week.

16.2 Required Overtime: An employee required to work, attend departmental meetings, or training during his or her off duty hours shall receive minimum compensation amounts as outlined below provided that such required work time is not contiguous with the employee's regular scheduled shift and that the employee knows or is notified at least twenty-four (24) hours in advance of the scheduled work event.

- Required on a Regular Workday: Compensation shall be equal to a minimum of two (2) hours at the employee's overtime rate of pay.

- Required on a Regular Day Off: Compensation shall be equal to a minimum of three (3) hours at the employee's overtime rate of pay.

**16.2.1** The term "regular straight time rate of pay", for the purposes of calculating an employee's hourly overtime rate of pay, is defined as the hourly rate of pay attained for each individual employee by adding the employee's base rate of pay, LONGEVITY, EDUCATIONAL INCENTIVE, WORKING OUT OF CLASSIFICATION, and PREMIUM PAY, and dividing by 173.3 hours as defined by the Fair Labor Standards Act.

**16.2.2** Overtime shall be earned and paid to an eligible employee in fifteen (15) minute increments. All overtime is subject to prior approval by the Chief of Police or designee including the shift supervisor. Obligatory overtime worked is exempt from prior approval.

**16.2.3** When an employee volunteers to accept an available overtime assignment, such employee shall be guaranteed a minimum of four (4) hours of compensation at his or her applicable rate of pay. If such employee is released early from his or her overtime assignment such employee shall still be compensated the aforementioned guaranteed number of hours even if the actual work hours are less.

**16.3** Compensable Hours: Compensable hours shall be defined as any hour in which compensation is paid to an employee, e.g. sick leave, vacation, compensable time off, and holiday hours.

**16.4** Holiday Overtime: An employee who is required to work overtime on a contractual holiday shall be compensated at a rate of double time (x2) the employee's applicable hourly rate.

## **ARTICLE 17 SHIFT STAFFING**

**17.1** Minimum Staffing: Shift schedules shall consist of three (3) line officers (including Sergeants) on day, swing, and graveyard shift, excluding those hours between 4:00 AM and 9:00 AM.

**17.2** Additional staff may be called into service at the discretion of the shift supervisor.

**17.3** Vacancies, in accordance with the normal shift schedule and special details, shall be filled by an off-duty officer in accordance with the Overtime Call Back Policy as set forth in CPD Policy Manual 1032 dated 06/26/2017.

**17.4** In the event a regular off-duty officer is not available to fill the vacant shift, paid special detail or a qualified reserve officer may be utilized.

**17.5** In the event that no off-duty regular officers have volunteered to fill the vacant shift and reserve officers are not utilized, the shift supervisor or designee responsible for filling the vacancy shall have the authority to order the vacant shift filled in accordance with the policy.

**17.6** The parties agree to develop a policy to ensure time off (vacation, comp-time, holiday time) is handled in such a manner to ensure employee access to the benefits while also addressing the staffing needs of the Employer.

## **ARTICLE 18 WAGES**

**18.1** Classifications and salary schedules are attached as appendixes.

**18.2** Deferred Compensation Plan: In recognition of the fact that the members of this bargaining unit do not participate in Social Security, the Employer shall match employee contributions for a deferred compensation plan to a maximum of six percent (6.0%) of the employee's monthly salary.

## **ARTICLE 19 HOLIDAY LEAVE**

**19.1** Holidays: The Employer agrees to recognize the below listed holidays. Such holidays shall be compensated as set forth in the following provisions. Each employee shall be permitted to take two (2) floating holidays each calendar year.

New Year's Day	January 1st
Martin Luther King Jr. Birthday	3rd Monday of January
Presidents Day	3rd Monday of February
Memorial Day	Last Monday of May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday of September
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday of Nov.
Day after Thanksgiving	4th Friday of November
Christmas Day	December 25th
Floating Holidays (2)	Employee's choice

**19.2 Shift Work Application:** An employee who is scheduled for shift work shall recognize the actual day of the holiday. The following provisions shall be utilized to determine compensation.

**19.3 Time Worked on Legal Holiday:** If an employee works on a legal holiday, said employee shall receive at his/her option one of the following:

- Regular monthly salary plus compensation of holiday pay equal to the employee's normal workday at one and one-half (1½) the regular straight time hourly rate of pay; or
- Regular monthly salary to be credited with vacation time equal to one and one-half (1½) the employee's normal workday.

**19.3.1** Employees in specialized units, including but not limited to detectives, JNET, school resource officer, and traffic may be directed to not work on a holiday even if said holiday falls on an employee's regular workday.

**19.4 Legal Holiday Not Worked:** If an employee is on a scheduled day off, on vacation, on compensatory time off, or sick leave, said employee shall receive at his/her option one of the following:

- Regular salary plus compensation of holiday pay equal to the employee's normal work day at the regular straight time hourly rate of pay; or
- Regular salary and be credited with vacation time equal to the employee's normal workday; or
- Regular salary and substitute another day off within the designated work cycle.

**19.5 Non-Shift Work Application:** Employees who are scheduled for a Monday through Friday work week shall observe the statutory holidays as per the published City of Centralia Holiday Calendar Schedule:

**19.6 Floating Holidays:** Floating holidays shall be utilized as an additional full day off. There shall not be any additional compensation paid to the employee. Floating Holiday must be scheduled no later than November 1st for the current year. If they are not scheduled by that time, remaining floating holidays may be assigned by the Employer.

**19.7 Detective Vacation Boards:** A maximum of one (1) employee may take a floating holiday per unit (Detective/JNET).

**19.8 Sergeants & Patrol Vacation Boards:** A maximum of one (1) employee may take a floating holiday off per work shift between these two (2) boards.

## **ARTICLE 20 UNIFORM & EQUIPMENT**

**20.1** Employees required by the Chief of Police to wear a uniform shall be furnished with all necessary uniforms, equipment, and safety equipment by means of a quartermaster system. A committee consisting of one (1) sergeant, one (1) patrol officer, and the Police Chief or designee shall be formed to set the minimum quantity of the various items needed for a complete uniform. Once the minimum quantity has been established, the Employer shall furnish each officer with the quantity of uniform apparel and equipment established. Replacement of worn apparel and equipment shall be on an as-needed basis. The cleaning of said apparel and equipment shall be provided by the Employer on a weekly basis.

**20.1.1** The bargaining unit shall select and appoint two (2) members of the bargaining unit to serve on the committee. The Chief of Police shall appoint or designate the third committee member.

**20.1.2** An employee who is assigned to work as a detective shall receive a clothing allowance of fifty-five dollars (\$55.00) per month, payable each month.

**20.2** Ballistic vests which meet the minimum National Institute of Justice standards shall be provided to commissioned employees.

**20.2.1** Vests that are worn on a daily basis shall be reconditioned or replaced based upon the manufacturer's recommendation. Level 11+ shall be the minimum threat level purchased at the time of replacement. Upon the request of the employee and at the time of replacement, a threat level III vest shall be provided as the replacement vest.

**20.2.2** Ballistic vests that have removable panels shall have the outer jacket replaced as needed due to normal wear and tear by the Employer.

**20.2.3** The Employer shall have the choice of manufacturers.

**20.3** Civilian attire and/or equipment damaged or destroyed in the line of duty shall be replaced by the Employer. However, it is understood employees must advise the Employer of any personal equipment or attire with a value over \$500.00 is in use. The Employer may advise employees that they will not accept liability for such items on a case-by-case basis. Negligence on the employee's part may be cause for denial of this benefit.

**20.3.1** All issued uniforms and related service equipment shall remain the property of the Employer and shall be promptly returned upon separation from service.

**20.3.2** Employees who use their own approved weapons will be provided a level 2 or above holster and appropriate magazine pouch. Such equipment will be replaced by the Employer as needed due to normal wear and tear; however, new equipment may not be issued more than once every two (2) years except in special circumstances at the Employer's discretion.

## **ARTICLE 21 BEREAVEMENT LEAVE**

**21.1** Bereavement Leave: Up to three (3) days shall be granted with full pay in the case of a death in the employee's immediate family without debit to the employee's accrued sick leave. Employees may utilize accrued sick leave for additional time off that may be needed. Immediate family shall be defined as those set forth in the current personnel rules.

## **ARTICLE 22 HEALTH & WELFARE**

**22.1.** Medical, Dental, & Vision: Effective January 1, 2024, based upon December hours of employment, the Employer shall enter into a Subscription Agreement with the Washington Teamsters Welfare Trust for medical, dental, and vision coverage and make the required monthly contributions for each employee who has eighty (80) or more compensable hours in the preceding month. The required premium contributions on behalf of each eligible employee shall be made to the administrative offices of Northwest Administrators by the tenth (10th) of each month.

**22.2** Effective January 1, 2024, based upon December hours of employment, eligible employees shall receive the following medical, dental, and vision benefits listed below:

Programs	Premiums as of January 1, 2024
Non-LEOFF I	
Medical - Plan "A"	\$1,567.60
Life & AD&D - Plan "A"	\$8.60
Disability Wavier	\$11.40
Dental - Plan "A"	\$120.50
Vision - Extended	\$17.10
<b>Total</b>	<b>\$1,725.20</b>

**22.3** Effective January 1, 2024 and for the duration of this Agreement, the cost of the medical plan shall be shared on a ninety-five percent (95%) Employer share and a five percent (5%) employee share. The Dental and Vision plan shall be funded at one hundred percent (100%) by the Employer. All employee payments shall be deducted from each eligible employee via payroll deduction.

**22.4** Effective January 1, 2024, the employer shall pay one hundred percent (100%) of the monthly premium costs for the Disability Wavier-Plan, and Life & AD&D - Plan A.

**22.5** Retiree Medical: Effective January 1, 2024, based upon the previous month's hours of employment, the Employer shall contribute one hundred percent (100%) of the sum required to Retiree's Welfare Trust for retirees' medical coverage (RWT Plus XL) for each employee covered by this Agreement who has eighty (80) or more compensable hours in the preceding month. The premium payments shall be made to the Trust office in Seattle, Washington by the 10th day of each month.

**22.5.1** The specific retiree medical program is listed below:

Program - RWT Plus	Monthly Premiums
Effective January 1, 2024	\$175.00
Effective January 1, 2025	TBD
Effective January 1, 2026	TBD

**22.6** Long Term Disability Coverage: An LTD plan made available through the WACOPS Disability & Life Insurance Plan & Trust, administered by the Trustee Plans Service Corporation, shall be made available to all eligible employees. An eligible employee shall be defined as a non-LEOFF I employee.

**22.6.1** Effective January 1, 2024, eligible employees will participate in the "Basic" plan. The bargaining unit reserves the right to change plan coverage in accordance with Trust rules.

**22.6.2** The Employer's maximum monthly premium contribution for each eligible employee is thirty-eight dollars (\$38.00). Any additional monthly premium dollars required to maintain the group LTD coverage shall be paid by the employees by means of a payroll deduction. The Employer shall be responsible for remitting the monthly premium contribution to the appropriate provider on behalf of all eligible employees.

**22.7** Employee Assistance Program: An Employee Assistance Program shall be made available to all employees and their family members. The Employer's Personnel Officer shall provide each employee with information on the program and the operation thereof.

**22.7.1** The Employee Assistance Program is designed to provide support services to employees and family members who are in need of counseling and treatment due to personal problems such as alcohol/drug abuse, family/marital problems, and job/family stresses. All contacts with the facilitators of the EAP are strictly confidential.

**22.8** Group Life Insurance: The Employer shall provide one hundred thousand dollars (\$100,000) of life insurance coverage and accidental death/dismemberment coverage for each employee. An employee may increase the amount of coverage, in accordance with the provider options, at the employee's own expense. Additional coverage requested by an employee and approved by the provider shall be paid through a payroll deduction.

**22.9** Teamsters Legal Defense Fund: Effective January 1, 2024 and for the duration of this Agreement, the cost of the Teamsters Legal defense fund shall be funded one hundred (100%) by the employee by means of a payroll deduction.

## **ARTICLE 23 EDUCATIONAL REIMBURSEMENT**

**23.1** Educational Reimbursement: The Employer shall offer a tuition and book reimbursement program for courses or training taken by employees at accredited colleges and universities. Said reimbursement shall be based on the availability of funds, and the decision to refuse said grant shall not be the subject of a grievance.

**23.1.1** To qualify for reimbursement, the employee must make an application and receive prior approval from the Chief of Police. In addition, the employee must complete each course with a grade point of 2.0 or better or "Pass" in a pass/fail system.

23.1.2 Reimbursement shall be for the actual cost of tuition and books based on receipts or proof of payment. All other expenses, such as travel, parking fees, incidentals, and supplies, shall be borne by the employee.

23.1.3 The Chief of Police may require an employee to submit a signed statement agreeing to remain in the service of the Employer for a period of time that equals the duration of time spent in school as a condition of being reimbursed for educational expenses. Employees who fail to remain in the employ of the Employer for the specified time period shall reimburse the Employer for the monies given him on the basis of that agreement. An employee shall be required to submit attendance requests to the Chief of Police a minimum of thirty (30) calendar days in advance of the first day of the requested course. The Employer shall be required to respond to the employee's request with an approval, denial, or a request for additional clarification within seven (7) calendar days from the date of submittal. Requests shall contain the following information:

- The course to be taken, the length of the course, and the credits to be earned;
- The institution at which the course is being offered;
- The cost of the course and books; and
- The scope of the course, in particular, how the course relates to the employee's current job assignment, or the employee's next higher job classification within the department, or how the job relates to the employee's future job goals with the City of Centralia.

23.1.4 Upon completing the course, the employee whose request has been approved shall submit a receipt for tuition, books, and a copy of the grade report showing a 2.0 grade point or better or a "Pass" grade. Reimbursement shall be made on the next available pay day.

23.1.5 Tuition and book reimbursement shall not be granted for courses taken before the adoption of this provision, nor shall applications for tuition and book reimbursement be accepted for a course after its completion.

## **ARTICLE 24 EDUCATION INCENTIVE**

24.1 Incentive pay shall be made available for those employees who possess or obtain college degrees or an equivalent number of credit hours. Compensation shall be made available as listed below and shall not be cumulative:

24.1.1 An employee who possesses an AA/AS degree or an employee who possesses a sufficient number of credits from an accredited institution equal to an AA/AS degree shall be eligible to receive two percent (2.0%) of an eligible employee's base wage each month.

24.1.2 An employee who possesses a BA/BS degree or an employee who possesses a sufficient number of credits from an accredited institution equal to a BA/BS degree shall be eligible to receive four percent (4.0%) of an eligible employee's base wage each month.

24.1.3 An employee who possesses an MA/MS degree or an employee who possesses a sufficient number of credits from an accredited institution equal to a MA/MS degree shall be eligible to receive five percent (5.0%) of an eligible employee's base wage each month.

24.2 An employee shall be required to provide proof to the Employer that the required educational objectives have been attained in order to become eligible for the above-listed incentive pay compensation.

## **ARTICLE 25 COMPENSATORY TIME**

25.1 **Compensatory Time:** An employee may elect to accrue compensatory time in lieu of overtime wages, except in those situations in which overtime money provided by outside agencies impose conditions for reimbursement and/or use or if the overtime is earned as a result of canine training for which the Employer shall have the option of providing overtime payment in lieu of compensatory time.

25.1.1 Compensatory time is accrued at the rate of one and one-half hours for each hour of overtime worked.

25.1.2 An employee shall not accumulate more than two hundred forty hours (240) hours of compensatory time.

**25.2** Cash Out: At the discretion of the Chief of Police, accrued compensatory time may be cashed out at any time during the calendar year as long as the budgeted overtime funds are available.

25.2.1 Accrued compensatory hours are cumulative from year to year up to the maximum allowable.

25.2.2 Any compensatory time exceeding the aforementioned maximum accruals shall be paid to the employee at the employee's applicable straight time rate of pay.

25.2.3 The Employer has the sole and final approval of the scheduling and use of compensatory time. However, the below listed conditions are applicable to approval.

**25.3** Scheduling: Once the scheduling of compensatory time is approved, it may only be denied in the event of an emergency impairing Employer's services to the public, or in situations which have developed beyond the control of the Employer.

25.3.1 Scheduling of compensatory time shall not preempt previously scheduled and approved vacation time for other employees.

25.3.2 An employee who has requested the use of his or her accrued compensatory time shall be permitted to use such time off within a reasonable period after making the request if such use does not unduly disrupt the operations of the agency. Mere inconvenience to the Employer is an insufficient basis for denial of an employee's request for compensatory time off. Furthermore, the payment of overtime to fill the vacant position shall not, by itself, be deemed to be unduly disruptive.

25.3.3 As approved by the Chief of Police or designee, compensatory time may be utilized in segments of one hour or less.

25.3.4 In the event of a bona fide emergency or in other situations that have developed beyond the control of the Employer which necessitate the cancellation of pre-approved and scheduled compensatory time, the Employer shall refund to the employee any non-refundable bona fide expenses incurred due to the cancellation of approved scheduled compensatory time. The employee must provide receipts of the expenses incurred.

25.3.5 The Employer shall provide a monthly balance of each employee's accrued compensatory time. Compensatory time may be utilized in conjunction with vacation hours.

## **ARTICLE 26 LONGEVITY**

**26.1** Longevity: The Employer agrees to the following longevity pay program for employees covered by this Agreement:

26.1.1 Commencing with an employee's seventy second (72nd) month of service, an employee shall begin receiving monthly longevity compensation equal to one and one-half percent (1.5%) of his or her base salary.

26.1.2 Commencing with an employee's one hundred twentieth (120th) month of service, an employee shall begin receiving monthly longevity compensation equal to two and one-half percent (2.5%) of his or her base salary.

26.1.3 Commencing with an employee's one hundred eightieth (180th) month of service, an employee shall begin receiving monthly longevity compensation equal to three percent (3.0%) of his or her base salary.

26.1.4 Commencing with an employee's two hundred fortieth (240th) month of service, an employee shall begin receiving monthly longevity compensation equal to three and one-half percent (3.5%) of his or her base salary.

26.1.5 Commencing with an employee's three hundredth (300th) month of service, an employee shall begin receiving monthly longevity compensation equal to four percent (4.0%) of his or her base salary.

26.1.6 It is understood by the parties that months of service for application under this section include all months employed as a fully commissioned officer with the City of Centralia regardless of any breaks in service.

## **ARTICLE 27 COURT TIME/CALL TIME**

27.1 Court Time: An employee required to attend a court hearing or proceeding emanating from performance of his or her official duties as an employee of the Centralia Police Department during his or her off-duty hours on a regular shift day, or any employee who is called out to work during his or her off duty hours on a regular shift day shall be paid a minimum of two (2) hours.

27.2 If the employee is required to attend court or is called out on his or her scheduled day off, the minimum shall consist of four (4) hours. All compensable hours shall be paid at the employee's applicable rate of pay. A lateral transfer employee that is required to attend court due to prior employment shall be entitled to court time as outlined in this article.

27.3 An employee scheduled to attend court shall be required to confirm his/her required attendance prior to 9:00 AM the day of the scheduled hearing. If the employee is advised during this call that his/her attendance is not required, they shall be compensated with fifteen (15) minutes of pay. (It is understood that any calls made prior to the day of court not mandated by this Agreement shall not be compensable). If his or her attendance is confirmed and subsequently canceled prior to his or her actually reporting to court, such employee shall be compensated a minimum of two (2) hours at his or her applicable rate of pay. If such employee actually reports to court prior to when the cancellation notification is received, the applicable compensable hours shall be paid in accordance with this section.

27.3.1 Any part of an hour shall constitute a full hour for those hours worked above the minimums set forth above. The minimums listed above are not intended for hours worked in conjunction with an employee's regular scheduled hours of work.

27.4 Contact Calls: An employee not required to physically report to work but is engaged by telephone or other means of electronic communication for the benefit of the Employer during his or her off-duty hours shall be compensated in the following manner: calls of less than five (5) minutes in duration shall be compensated at fifteen (15) minutes pay; calls in excess of five (5) minutes but less than 15 minutes shall be compensated 30 minutes pay; calls in excess of fifteen (15) minutes shall be compensated at one (1) hour of pay. Routine calls for overtime offerings or assignments shall not be eligible for compensation under this provision.

## **ARTICLE 28 WORKING OUT OF CLASSIFICATION**

28.1 Out Of Class Pay: An employee working out of classification in a higher paid classification for three (3) hours or more shall receive fifteen percent (15%) above his/her salary for all hours worked in such capacity.

28.2 Patrol Shifts: The senior officer, or other officer as designated by the Chief of Police, on the working shift shall have the responsibility of assuming the supervisory role of Sergeant during the Sergeant's absence. In the event that the Sergeant and Senior Officer are both absent, it shall be the responsibility of the next senior employee assigned to the shift to assume the supervisory responsibility until relieved by the oncoming shift supervisor, the Employer, and/or its designee. The Chief's option of designating an officer to assume a supervisory role shall sunset on December 31, 2020 unless mutually agreed by the parties to extend beyond that date.

28.3 In order to qualify for working out of classification compensation, the employee assuming the supervisory role of Sergeant shall be required to complete all assigned duties as specified by the Shift Sergeant or designated authority during his or her absence. Failure to complete assigned tasks without cause may result in the non-payment of working out of classification compensation. Satisfactory completion or non-completion of assigned tasks shall be noted by the assigning Sergeant and forwarded to the Field Operations Commander. It shall be the employee's responsibility to note in the appropriate location his or her eligibility to receive compensation under this provision.

## **ARTICLE 29 SPECIALITY PAY**

29.1 Specialty Pay: An employee who is assigned as a CRU Team Member, Crisis Negotiator, or K-9 Handler shall receive an amount equal to two percent (2.0%), up to a maximum of four percent (4%) total for the specialty pay assignments, of his or her base wage each calendar month. All other specialty pays listed in this contract are eligible for pyramiding.

29.1.1 Employees who are bilingual in Spanish shall receive an amount equal to two percent (2%) of his or her base wage each calendar month.

**29.1.2** K-9 Officer: An employee assigned as a K-9 handler shall be guaranteed sixteen (16) hours of compensation each calendar month for care and feeding of his or her K-9. Such time and any additional time which may be required above the sixteen (16) hours guaranteed each month shall be paid at time and one-half Washington State's minimum wage. Additional time required shall be authorized, if practical, in the same manner in which regular overtime is authorized.

**29.1.3** The additional compensation listed above shall begin at the first of the month in which the assignment is made and shall end the first of the month immediately following his or her reassignment.

**29.1.4** An employee's assignment or removal to or from this assignment shall be at the sole discretion of the Chief of Police and may not be appealed through the grievance procedure.

**29.1.5** Field Training Officer (FTO): An employee assigned as a Field Training Officer (FTO) and engages in any formal FTO training with another employee during any month shall receive compensation equal to four percent (4.0%) of his/her base wage subject to the following conditions: if assigned less than one (1) week will receive one (1) week compensation, if over one (1) week shall be compensated the entire month. FTOs assigned to train reserves shall be compensated for one (1) full shift regardless of the number of hours engaged training with a reserve.

**29.1.6** Department Instructors: An employee assigned to conduct any department training, including but not limited to; firearms, defensive tactics, EVOC, First Aid, shall be compensated an additional four percent (4%) on a daily basis while so engaged.

## **ARTICLE 30 STANDBY STATUS**

**30.1** There are two categories of standby which shall be defined, sanctioned, and compensated as follows:

**30.1.1** Physical Standby Status: This is a full restricted status with a duty to immediately physically respond upon notice, subject to penalty of discipline for failure to do so. This status constitutes actual working time and shall be subject to compensation at the applicable rate of pay.

**30.1.2** Superior Court Standby Status: During an employee's off-duty hours and while on "Superior Court Standby Status", the employee shall have a duty to stay within pager range or other acceptable means of communications during the designated times. The employee has the duty to immediately answer the page and report to court or such other location as directed by the Prosecutor. Court standby status applies during the hours court is in session. While on "Superior Court Standby Status", the employee shall be compensated at his or her straight time regular rate of pay until such time as his or her services are engaged by the court. This provision is also applicable to Juvenile Court. It is not applicable to District and Municipal Court.

## **ARTICLE 31 VACATION**

**31.1** Vacation Accrual: A full-time employee shall accrue vacation on a monthly basis in accordance with the following schedule. Eligible part-time employees shall be entitled to that fractional part of vacation hours that the total number of hours to the total number of hours of full-time employment. Vacation leave is accrued but may not be taken until after an employee has completed the designated probationary period. Actual accrual shall be made on a monthly basis.

<b>Month of Continuous Completed Service</b>	<b>Hours per Month</b>	<b>Hours per Year</b>
0 - 60	8.00	96
61 - 120	10.00	120
121 - 216	13.33	160
217 - on	16.67	200

**31.2** An employee who separates from City employment shall be paid a prorated portion of accrued vacation days. Annual leave may be accrued to a maximum of two hundred forty (240) hours as of the employee's adjusted hire date each year. An employee who retires, suffers termination of employment, or is laid off shall be paid by the Employer on the ensuing payday for any unused accrued annual leave, but in any event not to exceed a maximum of two hundred forty (240) hours. If an employee does not successfully complete the probationary period, then no accrued annual leave shall be payable.

31.3 In the event that an employee is required to attend court under the provisions of COURT TIME and is on vacation at the time, the employee, in addition to pay in accordance with such provision, shall not be charged a vacation day for the day during which court attendance occurs.

31.4 Once scheduled, an employee's vacation shall not be changed without mutual agreement between the Employer and employee or unless an emergency exists. The term emergency shall not include Employer scheduling errors, trials for non-felonies, felony trials where no violation of the 60/90 day rule would result, or payment of overtime to fill vacant shifts.

31.5 Seniority shall be utilized for the selection of vacation periods on the first and second selections. Third and subsequent selection shall be on a first submittal basis, regardless of the duration of the request. Seniority, for the purpose of vacation selection, shall be applicable within the scope of the assigned vacation boards. Applicable vacation selection rules shall be attached to this Agreement.

31.6 In the event an employee is mandated or requested to work by the Chief of Police or designee while on an authorized vacation day, the employee shall be compensated at time and one-half his/her regular hourly rate of pay for all hours worked. In addition, he/she shall not be charged a vacation day regardless of the length of the work assignment and shall receive his/her regular salary for the remainder of that day.

31.7 Upon approval of the Chief of Police, an employee may opt to be cashed out for all vacation in excess of one hundred twenty (120) hours. Such request must be made in writing to the Chief of Police at least thirty (30) days in advance of the proposed cash out payday, which must be a regular payday, and if approved, such cash out hours shall be paid at the next payday at the employee's straight time rate of pay. Application of this provision is solely at the option of the Chief of Police. Denials for whatever reason shall not be subject to the Grievance Procedure.

31.8 The vacation selection rules formally attached to this Agreement have been adopted into a departmental policy with some minor modifications as set forth in CPD Policy #206 09/19/17.

## **ARTICLE 32 SICK LEAVE**

32.1 With each month of completed continuous employment with the Employer, sick leave, with pay, shall be accrued by each full-time employee at the rate equivalent to a workday per month. There shall be a maximum accumulation of nine hundred sixty (960) hours. Part-time employees shall be entitled to that fractional part of sick leave that the total number of hours of employment bears to the total number of hours of full-time employment. Sick leave may be used in half hour increments. Accrued sick leave shall be debited in accordance with actual time of absence due to illness or other sanctioned uses.

32.2 An employee may take leave for illness in their immediate family requiring the employee's attendance. Immediate family shall include only persons related by blood, marriage, or legal adoption, such as grandparent, parent, wife, husband, brother, sister, child or grandchild, and any dependent relative living in the employee's household. Sick leave may also be used for maternity or paternity purposes as allowed by law. Any absence, as authorized by this provision, shall constitute a debit against accrued sick leave, with actual time absent constituting the amount of debit, rounded up to the half hour.

32.3 An employee who is suspected of sick leave misuse or habitual absence may be required by the Employer to produce a letter from a medical doctor showing the necessity of the absences. Any expense incurred by the employee as a result of such directive to seek a medical opinion and which is not covered by the employee's insurance coverage shall be paid for by the Employer, provided that receipts of such expense are to be provided to the Employer.

32.4 As provided for under this provision, it shall be the responsibility of the employee to notify the on-duty supervisor or OIC directly or through the communications center no later than one (1) hour prior to the start of his or her inability to report to work. Notification shall also be provided for each successive day of absence.

32.5 At the time of separation from service, an eligible employee or, in the case of death, the employee's estate shall be paid one-half of accumulated sick leave, provided that such payment shall not exceed four hundred eighty (480) hours. All payments of such accumulated sick leave shall be based upon the salary/pay in effect at the time of separation of employment.

32.6 Accrued sick leave hours may be utilized on a prorated basis to supplement any disability insurance benefits provided by private carriers and/or state mandated programs. Employees shall be required to complete and sign a form provided by the City to exercise or decline their option to use sick leave to supplement disability benefits. It is understood that employees who elect to not utilize sick leave benefit may be required to request a disability waiver and/or utilize COBRA benefits to maintain health and welfare coverage. Should the employee not notify the Employer within the current payroll period, it shall be assumed that they

will be utilizing sick leave hours to supplement such disability benefits.

## **ARTICLE 33 SENIORITY**

- 33.1 Seniority shall be defined as the length of continuous service with the Employer as a fully commissioned police officer. Use of accrued leaves shall not be considered a break in continuous service. Voluntary resignations shall constitute a break in continuous service for the purposes of this definition.
- 33.2 Completion of an employee's probationary period shall signal the vesting of seniority rights and the application of the same under this Agreement.
- 33.3 In the case of an on-the-job injury resulting in a temporary disability, an employee's seniority shall be protected for a period no less than twenty-four (24) months from the date first unable to work.

## **ARTICLE 34 LAY OFF & RECALL**

- 34.1 Lay Off: The Employer may lay off employees due to lack of work, budgetary restrictions, or for other legitimate reasons as determined by the Employer. The Employer shall provide a minimum of sixty (60) calendar days advance notice to an employee impacted by an anticipated layoff.
  - 34.1.1 Layoff order shall be determined by an employee's seniority date with the Centralia Police Department as set forth in Article 33 of this Agreement.
  - 34.1.2 Temporary, provisional, probationary, or emergency appointees shall be laid off before bargaining unit employees. Options such as part-time work schedules, job sharing, and pay reduction may also be explored if, in the opinion of the Chief of Police, the City Manager, and the Union, such options are practicable.
- 34.2 For a period of twenty-four (24) months from an employee's layoff date, unless such time is extended by the Civil Service Commission, bargaining unit employees affected by layoff shall be recalled in inverse order of layoff. A person may be removed from the layoff list if he/she declines a recall to a formerly held classification or if the Employer, after reasonable attempts, is unable to contact or receive a response from the employee. It shall be the employee's responsibility to notify the Employer of any residential address changes during the term of the layoff.

## **ARTICLE 35 EMPLOYEE DISCIPLINE**

- 35.1 All disciplinary action, including suspension and termination, taken against an employee shall only be for just cause; provided, however, this provision shall not apply to an employee's non-promotional probationary period during which time the employment status shall be strictly at-will.
- 35.2 Types of Discipline: Progressive discipline is acknowledged and utilized by the Employer. The forms of discipline generally utilized in seeking corrective action may include, but shall not be limited to: oral warning, written warning, demotion, suspension, and/or employment termination. The nature and gravity of the offense will determine the degree to which progressive discipline is used.
- 35.3 Disciplinary Investigations
  - 35.3.1 Prior to an employee being interviewed by the Chief of Police, Commander, Detective Sergeant, or outside agency when assigned to investigate a personnel complaint under the provisions of CPD Policy 1010, entitled Internal Affairs 08/16/17, regarding non-criminal matters which may lead to disciplinary action, an employee shall receive written notification providing the following information:
    - The basis of the alleged inquiry and the policies alleged to have been violated, if any; and
    - Notice of his or her right to have a Union representation present at the interview; and
    - A copy of the original written complaint which caused the inquiry to be initiated.
  - 35.3.2 Interviewing and/or questioning of an employee shall be conducted during reasonable hours and preferably when the employee is on duty. If the employee is off duty, he/she shall be compensated according to Article 16, Overtime.

35.3.3 When present at the interview, the Union representative shall have the opportunity to ask questions, to bring out additional facts, and to counsel the employee under investigation, provided that the employee may be asked to give an initial statement of events in question.

35.3.4 At the time of completion of the inquiry of a non-criminal possible disciplinary matter, the Employer shall notify the employee of its disposition as soon as is reasonably possible. At the conclusion of the inquiry, the Employer shall provide to the employee a written determination of the allegation in question as sustained, unfounded, exonerated, or not sustained. Failure to cooperate in such non-criminal investigations may be grounds for disciplinary action.

35.3.5 Non-criminal internal investigations shall be conducted either by a non-union employee of the Department or, in the alternative, by a Detective Sergeant or Administrative Sergeant. In no case shall a union employee other than a Detective or Administrative Sergeant be assigned to conduct non-criminal internal investigations on behalf of the Employer. Informal non-criminal internal complaints may be handled by an employee's immediate supervisor, following department policy, however: if during the course of the investigation the complaint becomes formal in nature, it shall be handled as outlined above. In no instance shall an informal complaint lead to corrective action above a correction notice. Employees will be allowed to attach a rebuttal letter to any form of discipline, including correction notices.

35.3.6 It shall be incumbent upon the Employer to conduct internal non-criminal investigations of alleged policy violations, including allegations of employee misconduct, in a timely manner. The following conditions shall be applicable:

35.3.6.1 Investigations of allegations made against an employee shall immediately be initiated upon conclusion of any associated criminal investigation into the matter, if applicable. A final determination shall be made on the merits or lack thereof within ninety (90) calendar days from the date the issue was brought to the Employer's attention. The ninety (90) calendar day period shall not include time in which the employee and/or witnesses may be on vacation or sick/disability leave or at out-of-town training.

35.3.6.2 Failure of the Employer to initiate an investigation and/or to make a final determination on the allegations within ninety (90) calendar days shall result in the automatic dismissal of the allegations without further redress, unless the Employer provides written notice to the employee specifying the length of extension and why. Such extension shall not exceed thirty (30) calendar days unless both the Employer and the Union mutually agree upon an additional extension; however, such agreement shall not be unreasonably withheld. It is understood that final determination is intended to define the end of the Employer's investigation and consideration period. Once reached, the Employer shall notify the employee of its decision regarding the validity of the complaint or any disciplinary action within fifteen (15) days of the final determination unless the parties mutually agree to extend this period in segments not to exceed fifteen (15) days.

35.4 Administrative Leave: On a case-by-case basis, the Employer may place an employee on administrative leave with pay for an indefinite period of time, as determined by the City Manager to be in the best interests of the Employer, during the pendency of an investigation or other administrative proceeding. Administrative Leave with pay shall not be considered discipline and, as such, may not be grieved under the grievance procedure of this Agreement.

## ARTICLE 36 GRIEVANCE PROCEDURE

36.1 Purpose: A grievance shall be defined as an alleged claim or dispute by an employee or group of employees with respect to the interpretation or application of the provisions of this Agreement. This shall include disciplinary action that may be initiated against an employee by the Employer. Probationary employees shall not be entitled to utilize this grievance procedure for any disciplinary actions that are taken by the Employer. It is the intent of the parties to settle such disputes or complaints at the lowest level possible.

36.1.1 It is agreed by the parties hereto that an employee may use the grievance procedure herein defined or may seek resolution through a Civil Service hearing process, when applicable, for termination, promotion, demotion, or any other type of disciplinary action. The employee shall be required to set forth the resolution process to be utilized at the onset of the grievance. Should the employee elect to use the Civil Service Commission procedure to appeal a disciplinary action, the employee shall have waived all rights to appeal the disciplinary action through the grievance procedure.

36.2 Procedure: The grievance must be presented in writing to the Employer within thirty (30) calendar days of the date when the aggrieved employee knew or should have reasonably known of the occurrence of such action or inaction. Failure to file within said time limits shall render the grievance moot and incapable of redress. Upon mutual agreement, in writing, the parties may suspend or extend the time deadlines for any or all particular steps of this grievance procedure.

- 36.2.1** Any time limits stipulated in the grievance procedure shall be strictly adhered to unless extended for stated periods of time by the appropriate parties by mutual written agreement.
  - 36.2.2** In the event the Employer has not responded to the grievance within the specified time limitation of any step in the procedure in this Article, the grievance may be moved to the next step in the procedure.
  - 36.2.3** In the event the grievant or Union does not advance the grievance within the specified time frames, the grievance shall be deemed withdrawn.
- 36.3** Step One: Should an employee feel that his or her rights and privileges under this Agreement have been violated, said employee shall submit such grievance to the Union for a determination of merit. Should the Union determine that the grievance is meritorious, such grievance shall be forwarded to the Police Chief or his designee for review and consideration. The Police Chief or designee shall provide a written response to the Union within ten (10) working days as to the Employer's position on the grievance. Should such response not satisfactorily resolve the grievance, the grievance shall then be submitted to the City Manager in accordance with Step Two.
- 36.4** Step Two: The Union must exercise its option to move a grievance to Step Two by providing written notice within ten (10) working days upon receipt of the written decision of the Police Chief. A meeting may be held with the City Manager as soon as reasonably practical to present and discuss the grievance. The City Manager shall respond, in writing, within ten (10) working days following the meeting. If his response is not satisfactory or does not adequately resolve the grievance and the grievance involves a property loss, it shall be referred to the arbitration provision for final resolution.
  - 36.4.1** Disciplinary action which does not create a property loss (i.e., loss of accrued leave credit, suspension, demotion, or discharge) shall not proceed to arbitration if such matter remains unresolved after completion of Step Two. Advancement to arbitration shall be deferred, contingent upon subsequent actions of the employee and Employer. If the employee becomes subject to another disciplinary action and if the Employer relies upon the deferred action to support its new disciplinary action, then both disciplinary actions shall advance to arbitration, and the original deferred grievance shall be heard and adjudicated first, and the latter disciplinary action shall be heard and adjudicated second.
- 36.5** Arbitration
  - 36.5.1** Any grievance involving a property loss as defined in Section 36.4.1 that is not resolved at Step Two may, at the option of either party, be referred to arbitration for final resolution. The requesting party shall file the necessary petition with the Public Employment Relations Commission requesting the assignment of an arbitrator to hear the grievance or, in the alternative, request a list of seven (7) independent arbitrators from either the American Arbitration Association or the Public Employment Relations Commission. If a list is requested, the striking order shall be determined by the flip of a coin.
  - 36.5.2** In accordance with any arbitration proceeding held pursuant to this Agreement, it shall be understood by the parties involved that:
    - 36.5.2.1** The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and his power shall be limited to interpretation or application of the express terms of this Agreement.
    - 36.5.2.2** The arbitrator shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except in the presence of both parties and upon mutual agreement.
    - 36.5.2.3** Each party to the proceedings may call such witnesses as may be necessary for the presentation of its case and shall be subject to cross examination. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit post hearing briefs within a time mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the written statement of the grievance.
  - 36.5.3** The decision of the arbitrator shall be final, conclusive, and binding upon the Employer, the Union, and the employees involved, provided the decision does not involve action by the City which is beyond its jurisdiction. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the post hearing briefs have been submitted.
  - 36.5.4** The expenses, if any, of the arbitrator shall be borne equally by both parties hereto.

36.5.5 Each party shall bear the cost of presenting its own case.

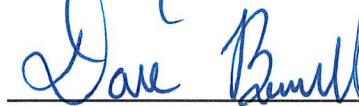
#### ARTICLE 37 SEVERABILITY

37.1 Savings Clause: If any provision of this Agreement or the application of such provision shall be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

#### ARTICLE 38 TERM OF AGREEMENT

38.1 Effective Dates: This Agreement shall be in force and effect as of January 1, 2024 and shall remain in full force and effect until the December 31, 2026, provided that this Agreement shall be subject to such changes or modifications as may be mutually agreed upon by the parties or imposed by interest arbitration.

The parties hereby enter into this Agreement the 1st day of December 2023.

<p>CITY OF CENTRALIA</p>  Rob Hill, City Manager	<p>TEAMSTERS UNION LOCAL 252</p>  Brian Blaisdell, Secretary-Treasurer  Dane Bonnell, Business Agent
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## APPENDIX A – SALARY SCHEDULES

**A.1** Effective January 1, 2024, the 2023 base wage rates for all classifications shall be increased by a five percent (5%) general wage adjustment. The new salary schedule for 2024 shall be:

Classification	Step A (1 Yr.)	Step B (1 Yr.)	Step C (1 Yr.)	Step D (1 Yr.)	Step E (1 Yr.)
<b>Police Officer - Monthly</b>	\$7,118	\$7,456	\$7,792	\$8,127	\$8,462
<b>Hourly</b>	\$41.07	\$43.02	\$44.95	\$46.89	\$48.82
<b>Annually</b>	\$85,416	\$89,472	\$93,504	\$97,524	\$101,544
<b>Sergeant - Monthly</b>	\$9,730	\$9,927			
<b>Hourly</b>	\$56.14	\$57.27			
<b>Annually</b>	\$116,760	\$119,124			

**A.2** Effective January 1, 2025, the 2024 base wage rates for all classifications shall be increased by a four percent (4%) general wage adjustment. The new salary schedule for 2025 shall be:

Classification	Step A (1 Yr.)	Step B (1 Yr.)	Step C (1 Yr.)	Step D (1 Yr.)	Step E (1 Yr.)
<b>Police Officer - Monthly</b>	\$7,403	\$7,754	\$8,104	\$8,452	\$8,800
<b>Hourly</b>	\$42.71	\$44.74	\$46.75	\$48.76	\$50.77
<b>Annually</b>	\$88,836	\$93,048	\$97,248	\$101,424	\$105,600
<b>Sergeant - Monthly</b>	\$10,119	\$10,324			
<b>Hourly</b>	\$58.38	\$59.56			
<b>Annually</b>	\$121,428	\$123,888			

**A.3** Effective January 1, 2026, the 2025 base wage rates for all classifications shall be increased by a four percent (4%) general wage adjustment. The new salary schedule for 2026 shall be:

Classification	Step A (1 Yr.)	Step B (1 Yr.)	Step C (1 Yr.)	Step D (1 Yr.)	Step E (1 Yr.)
<b>Police Officer - Monthly</b>	\$7,699	\$8,064	\$8,428	\$8,790	\$9,152
<b>Hourly</b>	\$44.42	\$46.52	\$48.62	\$50.71	\$52.80
<b>Annually</b>	\$92,388	\$96,768	\$101,136	\$105,480	\$109,824
<b>Sergeant - Monthly</b>	\$10,524	\$10,737			
<b>Hourly</b>	\$60.72	\$61.95			
<b>Annually</b>	\$126,288	\$128,844			

**A.4** An employee hired after the effective date of this Agreement shall be placed in the applicable range for his/her respective job classification at Step A and shall advance through the pay steps of their respective pay ranges on the employee's yearly hire date anniversary.

**A.5** An employee's actual advancement date shall take place on the first day of the month of the employee's recognized advancement date.

**A.6** An employee who is promoted to a higher paid classification shall be placed at the higher range on a step which constitutes a base pay increase.

- A.7 The Employer may start an employee at a higher pay step based on past experience or qualifications. The Employer may advance an employee at any time during the term of this Agreement to a higher pay step based on merit.
- A.8 An individual hired through the lateral transfer program or who is considered a rehire may be placed on the salary schedule at a step which is commensurate with the individual's years of prior law enforcement experience. In no case shall salary step placement exceed Step D.
- A.9 An employee assigned to the position of Detective, JNET shall be eligible to receive additional monthly compensation equal to five percent (5.0%) of his or her base pay for the duration of such assignment.
- A.10 An employee assigned to the School Resource Officer or Traffic Unit shall be eligible to receive additional monthly compensation equal to two percent (2.0%) of his or her base pay for the duration of such assignment.
- A.11 Western Conference of Teamsters: During the term of this Agreement, the employees may participate in a supplemental pension program known as the Western Conference of Teamsters Pension Trust. The contribution level shall be determined by the employees, and such contribution level shall be deferred from the employee's base salary. If, and when, a decision is made by the employees to participate in this program, the Employer shall receive written notification at least thirty (30) calendar days in advance, and an amendment containing the required contractual language shall be drafted and attached to this Agreement as an amendment.