

CITY OF EVERSON POLICE DEPARTMENT  
COLLECTIVE BARGAINING AGREEMENT  
January 1, 2016 – December 31, 2019

This Agreement made and entered into by and between the CITY OF EVERSON, WASHINGTON, party of the first part, and GENERAL TEAMSTERS UNION LOCAL 231 of Whatcom County, Washington, party of the second part.

**GENERAL PURPOSES**

The City of Everson, hereinafter referred to as the Employer, and Local 231 of the International Brotherhood of Teamsters, hereinafter referred to as the Union, do hereby reach agreement for the purposes of enhancing the Employer/employee relationship and to promote the general efficiency, morale and security of the employees.

**ARTICLE 1 UNION RECOGNITION AND SECURITY**

**1.01** The Employer recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining for all full-time and part-time Commissioned Police Officers of the City excluding the Chief of Police.

**1.02 UNION SECURITY:** Employees classified as Commissioned Police Officers may exercise their right to join the Union without interference from the Employer.

**1.02.1** It shall be a condition of employment that all employees of the City covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the effective date shall, on the thirtieth day following the beginning of such employment, become and remain members in good standing in the Union, provided, however, this Union Security Clause shall not be enforced so as to be in violation of R.C.W. 41.56.122.

**1.03** No employee shall be discharged, suspended or discriminated against for upholding Union principles and any employee working under instruction of the Union or who serves on a committee may do so without losing their position for such activity, provided such activity is approved by the City, if on City time. There shall be no discrimination against any individual with respect to the hire, tenure, compensation or other terms and conditions of employment because of Union membership, race, color, religion, national origin, creed, sex, marital status, physical, mental or other sensory handicap or age except where such constitute a bona fide occupational qualification.

**1.04** No employee covered by this Agreement shall suffer a reduction in wages or conditions as a result of the adoption of this Agreement, unless specifically negotiated by the City and the Union.

**1.05** Only members of the bargaining unit shall perform work of the bargaining unit, with the exception of the Chief of Police. All scheduled work hours including standby and/or overtime hours shall first be offered to regular, fully commissioned police officers of the

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bargaining unit. After the first right of refusal by regular police officers has been exercised, the scheduled work hours, including standby and/or overtime hours, may be assigned to Reserve Police Officers.

**1.06 Reserve Police Officers:** Reserve officers may be assigned duties of members of the bargaining unit in cases where, in the judgment of the supervisor on duty, additional assistance is needed beyond the capability of those bargaining unit members available.

**ARTICLE 2 UNION-MANAGEMENT RELATIONS**

**2.01** All collective bargaining with respect to wages, hours and other working conditions of employment shall be conducted by authorized representatives of the Union and authorized representatives of the Employer.

**2.02** It is recognized that the Employer will retain whatever rights and authority necessary for it to operate and direct the affairs of the Department in all the various aspects, including but not limited to: the right to direct the working forces; to plan, direct and control all of the operations and services of the Department; to determine the method, means and organization by which such operations and services are to be conducted; to schedule working hours; to hire and promote; to demote, suspend, discipline or discharge employees for just cause; and to make and enforce reasonable work rules, policies and regulations. It is understood that no right herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this agreement.

**ARTICLE 3 SENIORITY, LAYOFF/RECALL**

**3.01** The Employer agrees to notify the Union of new hires within fourteen (14) days of the hire date. Notification must list name, address and hire date.

**3.02 Probation Period** Police Officers will be considered probationary employees for the first twelve (12) months of employment after completion of the Basic Law Enforcement Academy. During this period, the Officer may be terminated without cause and will not be covered under Article 16 or 17 of this Agreement. After the Officer completes the probationary period, his/her seniority date will be retroactive to their date of hire with the Department.

**3.03 Layoff and Recall:** Length of service shall govern in layoff and recalling employees, except in cases where specific skill is a factor. Specific Skill will be determined by the City but may be subject to challenge in the Grievance Procedure. Layoff shall be with the most junior employee laid off first and recalled last; provided, however, ability to perform the available work shall be required. Part-time employees shall be laid off in their seniority order prior to laying off full-time employees and shall be recalled in their seniority order after all full-time employees have been recalled.

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**ARTICLE 4 WORK SCHEDULE**

**4.01 (a)** The workweek shall be Sunday through Saturday. The standardized shift shall be on a ten-hour basis, with the possible exception of officers assigned to specialized programs, which may require specific shift hours. For full-time officers, all time worked over ten hours in any one shift or over forty hours in any one workweek shall be paid for at the rate of time and one-half (1-1/2) the regular rate of pay. For the purposes of this paragraph, standby time shall not be considered time worked over ten (10) hours in any one day or any one shift. The workweek shall include three (3) consecutive days off unless the parties mutually agree otherwise, however, at shift change, less than three (3) consecutive days off may be necessary, and will not be considered overtime. There will be a minimum of eight (8) hours off between shifts. Hours worked within the eight (8) hour period between shifts will be paid at the rate of time and one-half (1½) the officer's regular rate of pay. Part-time officers shall be paid time and one-half (1½) their regular pay for hours worked in excess of forty (40) in any one workweek.

**(b)** The workday runs from 12:01 a.m. to 12:00 p.m. [midnight] and for full-time officers, all hours worked in excess of ten (10) hours in any twenty-four hour period shall be paid at the rate of time and one-half (1½), unless the officer or the employee requests to return to work and such switch of work schedule is made for the convenience of the Employer or the officer. Part-time officers shall be paid time and one-half (1½) their regular pay for hours worked in excess of forty (40) in any one workweek.

**(c)** Modification to daily and/or weekly work schedules, such as 5/8's, may be established by mutual agreement between the City and the Union.

**(d)** Officers reserve the right to trade a shift rotation or shifts on the rotation with other officers by mutual agreement, under special circumstances with approval of the Chief of Police and only when it is cost neutral, not to cause overtime. Rejection for a trade by the Chief of Police will be for legitimate reasons.

**(1)** Shifts will be on a three (3) month rotation and bid by seniority. No Officer will be allowed more than two (2) consecutive bids for the same shift unless no other Officer has bid for that shift.

**4.02 ON-CALL/CALL BACK TO DUTY**

**(a)** Officers placed on "on-call duty" outside of their regular shift shall be compensated for one half of their regular pay, per hour of on-call duty. Personnel called back to duty following completion of a shift or on an off-duty day shall be guaranteed two hours pay at the overtime rate of time and one-half, provided the Chief has instructed the employee to report. If work extends beyond two hours, the employee will be paid the actual hours on duty at the overtime rate of time and one-half. Employees required to report before their normal starting time shall be compensated at time and one-half their regular rate of pay.

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(b) Personnel called back to duty to appear in Court following completion of a shift or on an off-duty day shall be guaranteed two hours pay at the rate of time and one-half, provided the Chief has instructed the employee to report. If work extends beyond two hours, the employee will be paid the actual hours on duty at the rate of time and one-half. When subpoenaed to testify in Court, uniformed employees may be re-scheduled from other shifts to a day shift as follows: If subpoenaed to testify in Court a week or more in advance, the subpoenaed officer's schedule may be changed to a day shift. No change in shift shall be made until a week has elapsed from the date of receipt of the subpoena, unless the officer agrees to an earlier change.

**4.03 COURT STANDBY TIME:** Officers required to be on standby shall be compensated at time and one-half their regular rate of pay. Standby and overtime compensation will not be compounded. Officer(s) required to be on stand-by for possible court duty will receive such notice, in writing, by the City, stating the hours and date(s) of the specified stand-by duty. If said duty is canceled less than 24 hours prior to the stand-by duty period, 2 hours call-time at time and one-half shall be paid to the officer(s) affected. If the affected officer(s) reports to court duty, he/she shall be paid as outlined in Section 4.02.

**4.04 OVERTIME:** Except for daily pre-shift or post-shift overtime, scheduled overtime opportunities, i.e. upcoming events, weekends, etc., will be offered to full-time police officers in their seniority order, starting with the most senior. If the senior full-time officer refuses an overtime offer, it will then be offered to the next senior officer and so on until all full-time officers have been offered the overtime. If there are not enough full-time officers accepting the overtime offered, the City may offer the overtime to part-time officers and then reserve officers, in that order, until the overtime needs are satisfied.

**4.05 ANIMAL CONTROL DUTIES:** Officers responding to an animal complaint may be required to secure the scene but will not be required to transport the animal during the day shift hours. During this time animals will be transported by the Public Works Department.

**4.06 SHIFT DIFFERENTIAL:** A shift differential shall be paid for work during the following designated hours:

- Hours worked between 1800 (6:00 pm) and 0600 (6:00 am) shall receive a two percent (2%) shift differential.

**ARTICLE 5 PAID HOLIDAYS**

**5.01 (a)** The following days shall be considered as paid holidays:

New Years Day	Veteran's Day
Martin Luther King Jr. Birthday	Thanksgiving Day
President's Day	Day After Thanksgiving
Memorial Day	Christmas Day
Fourth of July	(2) Floating Holidays
Labor Day	

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(b) Holidays may be taken at the employee's discretion with Employer concurrence and must be used in the year they are received or be forfeited.

(c) All work performed on holidays listed in 5.01(a) above shall be paid for at the rate of time and one-half.

(d) Each employee shall receive one hundred-twenty (120) hours off, in January of each year, in lieu of holidays. The employee shall bid these days in conjunction with the vacation schedule listed in Article 6.01.

(e) Terminated employees entitled to holidays listed above shall be paid in cash at time of termination for all holidays that have occurred during employee's time of employment for which employee has not received compensation for or time off. Any holidays that have not yet occurred in the year will be deducted from the employee's holiday bank or, if used, will be reimbursed to the City upon termination.

(f) If an officer is ill on a holiday he/she would have normally worked, accrued sick leave may be used for the holiday and the ten (10) hours for that holiday will be added to their vacation accrual. If a holiday falls on an officer's normal day off, ten hours will be added to their vacation accrual.

**ARTICLE 6 PAID VACATIONS**

**6.01 (a)** A schedule of paid vacations for full-time officers shall be on the following basis:

After completion of one year employment,	80 hours vacation with full pay.
After completion of three years employment,	120 hours vacation with full pay.
After completion of ten years employment,	160 hours vacation with full pay.
After completion of fifteen years of employment,	200 hours of vacation with full pay.

(b) During the first partial calendar year of full-time employment, vacation shall accrue at 6.67 hours per month. This accrued vacation can be used after completion of 12 months employment. The first January after the employee's hire date will be considered year zero for the vacation accrual schedule in this Article.

(c) Part-time employees will receive pro-rated vacation based on 1/52 of the total number of hours worked in the previous year, e.g. 1400 hrs. ÷ 2080 hrs. = 67.3% x the benefit.

**6.02** Pro-rated vacation shall be paid to employees who are terminated or who terminate on the basis of 1/12th of earned vacation for each month from the beginning of the calendar year to the date of termination, in addition to any accrued but unused vacation.

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**6.03** The Chief of Police may grant in excess of three (3) consecutive weeks of vacation, including banked holiday hours as outlined in 5.01(d), but solely at his discretion.

**6.04** With approval of the City, in cases where the officer is unable to use all of their vacation during the year, those vacation hours may be carried over. Carryover vacation must be scheduled after all officers have scheduled their current vacation time, or at a time when no other officers choose to schedule current vacation.

**6.05** If an officer is called in on a vacation day off, they will be credited with one day of paid vacation for future use, in addition to their call-in guarantee.

**ARTICLE 7 HEALTH & WELFARE**

**7.01 HEALTH AND WELFARE:** The City shall pay 100% of the employee, spouse, domestic partner, and eligible dependent premiums for health insurance including: medical, dental, vision, and current Employee Assistance Program (the EAP is through AWC). The City shall not effect any change in benefits or plans without concurrence of the members of this bargaining unit. Nothing in this contract shall be construed as to limit the health care rights or benefits granted to the employees covered by this contract by nature of their membership.

**7.02** The Employer agrees to be a participating Employer for the term of this Agreement to the following unless modified as above.

- **Washington Teamster Welfare Trust under the Teamsters Medical Plan A.**
- **Washington Teamster Welfare Trust under the Teamsters Dental Plan A.**
- **Washington Teamsters Welfare Trust under the Extended Benefits Vision Plan.**

**7.03** The City agrees, during the term of this agreement, to be bound by the terms of the Washington Teamster Welfare Trust. The City will pay the required monthly premiums to provide the coverage as outlined in 7.01 and 7.02. Payment shall be made by the tenth (10th) day of each month based on Eighty (80) hours or more of compensation in the previous month.

**7.04** Benefit carriers may be changed or benefits may become self-insured by the City through mutual agreement of the City and the Union.

**7.05** The City shall provide employees with Long Term Disability coverage under the Standard Insurance (LTD) Option 3 Plan.

**7.06 (Reserved, see Medical Opt-out LOU) Medical Opt-out:** Employees who have medical coverage through their spouse, may choose to discontinue medical coverage with the City of Everson, with written notice to the City, and receive a monthly cash benefit in the amount of 50% of the monthly medical premiums discontinued. The City will retain the balance of 50% of the monthly premium discontinued. The employee may re-enroll

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for medical coverage with a 45 day written notice to the City and forfeit their monthly cash reimbursement in the month(s) they receive medical coverage. Medical opt-out requests will be allowed on a first come/first serve basis by approval of the City so as not to jeopardize the participation requirements of the City's insurance provider. The employee requesting to opt-out of medical coverage, provided by the City, agrees to indemnify and hold the City and the Union harmless against any and all claims, suits, orders and judgments brought and issued against the City or the Union in regards to the employee discontinuing their medical insurance coverage with the City.

**ARTICLE 8 PENSION**

**8.01** Effective January 1, 2016, based on December 2015 hours, the City shall contribute fifty cents (50¢) per hour into the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit for each hour for which compensation is paid to the officer.

**8.02** The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The City agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement.

**8.03** The City and the Union agree to be bound by the provisions of the Agreement and Declaration of Trust of the Western Conference of Teamsters Pension Trust Fund and agree that Trust shall act as Trustees on their behalf.

**ARTICLE 9 SICK LEAVE PAY**

**9.01** Part-time employees will receive pro-rated sick leave based on 1/52 of the total number of hours worked in the previous year, e.g. 1400 hrs. ÷ 2080 hrs. = 67.3% x the benefit.

**9.01.1** All full-time employees shall accrue sick leave at the rate of one day (10 hours) per month for each month of City employment.

**9.01.2** Full-time employees may accumulate up to a maximum of nine-hundred and sixty (960) hours of sick leave.

**9.01.3** Accumulation of sick leave beyond 960 hours will cause the employee to lose those hours accrued beyond the maximum limit.

**9.01.4** Sick pay shall start with the first day of illness, injury, accident or hospitalization.

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**9.01.5 Sick Leave cash-out:** Upon accumulation of 960 hours of sick leave, the employee will be able to cash out twenty (20) sick leave hours each calendar year, provided they have used less than 40 hours in the preceding calendar year. This payment will occur in February, based on the previous year's sick leave usage.

**9.01.5(a)** Upon termination of employment, employee's will receive pay for twenty-five percent (25%) of his or her accumulated sick leave. This section does not apply to employees terminated for just cause.

**9.01.6** Sick leave pay shall be coordinated with any time loss paid by the State Industrial Insurance Program. The actual amount paid by the Employer shall be the only amount charged against the employee's sick leave.

**9.01.7 Sick Leave Sharing Plan:** Employees shall be covered by the City's Shared Leave Policy 491-10-3. Sick Leave hours donated by an Officer shall not count against the Sick Leave Cash-Out provision in Section 9.01.5.

**9.02 Family Leave:** The City complies with the federal Family and Medical Leave Act of 1993 (FMLA) and all applicable state and federal laws related to family and medical leave.

**ARTICLE 10 BEREAVEMENT LEAVE**

**10.01** If an employee covered by this Agreement suffers a death of his or her spouse, son or daughter, such employee shall be allowed up to five working days off without loss in pay. If an employee covered by this Agreement suffers a death to other members of the immediate family, such employee shall be allowed up to three working days off without loss in pay. Leave is given only on the condition that employee attends the funeral.

**10.02** "Other" members of the immediate family shall be defined as mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandchildren of either employee or spouse. This is for existing marriages only and does not include any previous marriage relationship.

**10.03** Accrued sick leave may be used if additional time off is needed for 9.01 and 9.02 above, if approved by the City.

**10.04** For special circumstances, up to three days of accrued sick leave per year may be used to attend the funeral of a friend or a family member that is not listed above, if approved by the City.

**ARTICLE 11 OTHER LEAVE**

**11.01 Jury Duty:** When an employee covered by this Agreement is called upon for jury service in any Municipal, County, State or Federal Court, they shall advise the Employer upon receipt of such call and if taken from their work for such service, shall be reimbursed as provided herein for any loss of wages while performing such service provided they

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exhibit to the Employer their properly endorsed check and permit the Employer to copy the check or voucher they receive for such service. The amount the employee shall be reimbursed shall not exceed their regular rate of pay (monthly pay minus jury duty pay).

**11.02 Military Leave:** Compensation and benefits during periods of military leave shall be as outlined in state law, USERRA and City policy. Employees should, as soon as possible, notify his or her supervisor and the City upon notice or receipt of orders requiring an employee to be absent from their job.

**ARTICLE 12 SCHEDULE OF WAGES**

**12.01** Effective 1/1/06, on the month following the officer's anniversary, the officer will advance to the next step on the salary grid. Rates of pay [monthly] for full-time officers shall be as follows:

YEAR	1/1/16 (+6%)	1/1/17 (+2%)	1/1/18 (+2%)	1/1/19 (+2%)
<b>STEP</b>				
<b>1</b>	\$25.71	\$26.22	\$26.75	\$27.28
<b>2</b>	\$26.55	\$27.08	\$27.62	\$28.18
<b>3</b>	\$27.38	\$27.93	\$28.49	\$29.06
<b>4</b>	\$28.23	\$28.80	\$29.37	\$29.96
<b>5</b>	\$29.07	\$29.65	\$30.24	\$30.85
<b>6</b>	\$29.91	\$30.51	\$31.12	\$31.74
<b>7</b>	\$30.77	\$31.39	\$32.02	\$32.66
<b>Rates of pay for Part-time Officers (hourly)</b>				
	\$19.89	\$20.28	\$20.69	\$21.10

**12.02 CLOTHING ALLOWANCE:** A clothing allowance shall be provided to each full-time and part-time officer in January of each calendar year. Newly hired officers shall receive their first clothing allowance when appointed to their position and then in the January of each calendar year thereafter, however, if the new officer's hire date is within three (3) months of the next clothing allowance date, the officer will not be eligible for the clothing allowance until the following clothing allowance date. The initial clothing allowance shall be \$1000.00 and the annual allowance will be \$1000.00 for full-time officers and \$500.00 for part-time officers. This amount will be paid to the vendor or to the officer, if a valid receipt of purchase is provided, for each uniformed officer per calendar year. Allowance will be made available for the officers by January 1<sup>st</sup> of each calendar year. The clothing allowance does not apply to reserve police officers.

**12.2.1 PROTECTIVE VESTS:** By mutual agreement of the Chief of Police, Police Shop Steward and the City Administrator, appropriate vests will be provided by the City every five (5) years.

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**12.03 Damaged Personal Property:** Police officers shall be reimbursed by the City for all personal clothing and personal property which is damaged in the line of duty. Replacement shall be at full replacement cost. Use of personal equipment such as night vision goggles or other service duty items must be approved by the Police Chief prior to use by the officer in order to qualify for reimbursement under this section.

**12.04 Longevity:** Employees starting their 6<sup>th</sup> year of employment shall receive longevity at the rate of \$40.00 per month in addition to their regular rate of pay; and, for each year thereafter, the longevity rate will be increased by \$5.00 dollars.

**ARTICLE 13 INITIATION FEE AND DUES CHECKOFF**

**13.01** For employees who individually and voluntarily certify, in writing, that they authorize such deductions, Union initiation fees and dues shall be deducted by the City and remitted to the Secretary-Treasurer of General Teamsters Union Local 231. Accompanying said monies shall be a list showing names of each employee and the actual amount to be credited to their account.

**ARTICLE 14 HOLD HARMLESS CLAUSE**

**14.01** The City shall fully protect employees against civil claims of false arrest, assault and battery, malicious prosecution and like matters by providing for the defense and payment of any judgment for such civil claims if based upon an act performed in the normal course and scope of duty which the employee reasonably believed was lawful and proper under the circumstances. Indemnity and defense shall not be provided by the Employer for any proven dishonest, fraudulent, criminal or malicious act or for any suit brought against the employee by or on behalf of the Employer.

**ARTICLE 15 COMMUNICABLE DISEASE IMMUNIZATION**

**15.01** The City will provide, at the City's expense, necessary work related immunizations at the Whatcom County Health Department.

**ARTICLE 16 SEPARABILITY AND SAVINGS**

**16.01** 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 or section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be renegotiated for the purpose of an adequate replacement.

**ARTICLE 17 GRIEVANCE PROCEDURE**

**17.01 Definition of a Grievance:** For the purpose of this agreement the term "Grievance" means any dispute arising concerning the interpretation or application of the express provisions of this agreement. In the event of such grievance arising there shall

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be no suspension of operations but an earnest effort shall be made to resolve such grievance in the manner prescribed by this article. No employee will be demoted, suspended or discharged except for just cause. The Union reserves the right to withdraw a grievance, or not to file a grievance, if it feels, or through an investigation finds, the grievance has no merit.

**17.02 Procedure:** "Grievances" as defined by Section 16.01 shall be resolved in conformance with the following procedure:

**Step 1:** An employee claiming a violation concerning the interpretation or application of this agreement shall, within twenty-one (21) calendar days after the discovery of such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within fourteen (14) calendar days after the grievance was presented. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the agreement allegedly violated, the remedy requested and shall be appealed to Step 2 by the Union within fourteen (14) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within fourteen (14) calendar days shall be considered waived.

In the case of disciplinary actions appealable to the Civil Service Commission and grievable under the terms of this contract, a written election of remedies shall be made after receipt of the STEP ONE response. An employee may elect to either pursue an appeal to the Civil Service Commission or continue with the contractual grievance procedure, but not both. If mutually agreed, time limits will be extended to complete a reasonable investigation before the election of remedies is made.

**Step 2:** If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within fourteen (14) calendar days after the receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be referred to Arbitration in Step 3 within fourteen (14) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Arbitration in Step 3 by the Union within fourteen (14) calendar days shall be considered waived.

**Step 3: Arbitration:** The parties shall select an impartial arbitrator within fourteen (14) calendar days after the service of the demand for arbitration. If the parties fail to agree within this period upon an arbitrator who is able and willing to serve, either party may, within seven (7) calendar days thereafter, request the Federal or State Mediation and Conciliation Service to submit a list of five (5) disinterested persons who are qualified and willing to act as an impartial arbitrator.

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(a) Within seven (7) calendar days after receiving the list of arbitrators, the Union and the Employer will conduct a coin flip to determine who strikes the first name off the list. Each will strike off one name in turn until only one person remains. The one remaining person on the list will be the sole arbitrator.

(b) The award of the arbitrator shall be rendered in writing together with his/her findings and conclusions and shall be final and binding upon the parties to this agreement and upon the grievant or grievants, if any.

(c) The arbitrator's fees and expenses, the cost of any hearing room and the cost of a shorthand reporter and of the original transcript, if requested by the arbitrator, shall be borne equally by the Employer and the Union. All other expenses and costs shall be borne by the parties incurring them.

(d) The Employer and the Union agree to comply with the time limitations set forth in this article and either party shall have the right to insist that the time limitations be complied with; provided, however, the said time limitations may be waived by mutual agreement.

**ARTICLE 18 DISCIPLINE AND DISCHARGE**

**18.01 Discipline:** Disciplinary action by the Employer shall be for just cause and, except for cases outlined in 17.02(a), shall include the following:

- (a) Oral Reprimand, with written documentation
- (b) Written Reprimand,
- (c) Suspension,
- (d) Discharge.

**18.02 Warning Notice Procedure:**

(a) No employee covered under this agreement shall be discharged or suspended except for just cause. However, prior to such action, except in case of dishonesty, being under the influence of alcohol, drinking of alcoholic beverages on the job or at the work site, possession or engaging in the sale, purchase, transfer, use or being under the influence of drugs prohibited by law while on the job or at the work site, unless prescribed by a physician and approved for use with the employee's regular duties, insubordination, or gross misconduct related to employment, the Employer shall first notify the employee and the Union in writing defining the reasons and giving the employee and the Union an opportunity to attempt to resolve the problem.

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(b) The complaint specified in such prior warning notice shall be for the same type of misconduct as the cause for demotion, suspension or discharge. No such warning notice shall remain in effect for a period of more than twelve (12) months after its issuance, or until the employee has worked at least 1,400 hours after its issuance, whichever is the later.

(c) Discharge, suspension or demotion must be by proper written notice to the employee and the Union within fourteen (14) calendar days of when the Employer first knew or reasonably should have known of the violation claimed by the Employer as the basis for discharge, demotion or suspension. In cases where dishonesty or other illegal conduct is involved, the discharge, suspension or demotion notice must be within a reasonable time after the discovery of the alleged misconduct.

**18.03 Notification of Employee:**

(a) Suspensions, demotions and discharges will be in written form.

(b) Notices of suspensions, demotions or discharges shall include a statement of the charges and the date on which time the action is to be effective. In case of demotion, the position to which the employee is demoted shall be identified.

**18.04 Discharge:**

(a) Discharge shall be for just cause only.

(b) The statement of charges shall be served on the employee with a copy by registered mail to the Union.

(c) Upon receipt of the statement of charges a grievance may be filed in accordance with Article 16.

(d) Prior to any hearing or arbitration process, a joint meeting may be held by agreement of the Employer and the Union in an effort to resolve the disputed discharge.

**18.05 Personnel Records:**

(a) Copies of all letters of commendation, complaints and written reprimands that are entered into the employee's permanent file shall be given to the employee and the employee shall be permitted to respond thereto. Such responses shall be attached to and made a part of the permanent personnel file.

(b) Written reprimands, notices of suspension, demotion and discharge which are to become part of the employee's personnel file shall be read and acknowledged by signature of the employee. The employee and the Union will receive a copy of such reprimands and/or notices.

CITY OF EVERSON POLICE DEPARTMENT  
COLLECTIVE BARGAINING AGREEMENT  
January 1, 2016 – December 31, 2019

**ARTICLE 19 TERMINATION CLAUSE**

**19.01** This Agreement shall be in full force and effect from January 1, 2016 to and including December 31, 2019, and shall continue in full force and effect from year to year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

**19.02** It is further provided that where no cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to January 1, 2020, or January 1st of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change the terms or conditions of such Agreement.

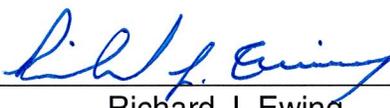
**19.03** Revisions agreed upon shall be effective January 1st of the year request has been made for modifications to the Agreement. Notwithstanding any other provisions in this Agreement, the parties shall be permitted all legal or economic recourse to support their request for revisions if the parties fail to agree thereon.

This Agreement is executed this 22nd day of December, 2015, by the duly authorized agents and representatives of the parties hereto.

CITY OF EVERSON, WASHINGTON

TEAMSTERS UNION LOCAL 231

By  \_\_\_\_\_  
John Perry  
Mayor  
City of Everson

By  \_\_\_\_\_  
Richard J. Ewing  
Secretary-Treasurer  
Teamsters Union Local 231

CITY OF EVERSON POLICE DEPARTMENT  
COLLECTIVE BARGAINING AGREEMENT

January 1, 2016 – December 31, 2019

LETTER OF UNDERSTANDING  
RE: Bargaining Unit Work

THIS LETTER OF UNDERSTANDING BY AND BETWEEN THE CITY OF EVERSON AND GENERAL TEAMSTERS UNION LOCAL 231 SHALL BE AS FOLLOWS:

Notwithstanding Section 1.05, of the City of Everson Police Department Collective Bargaining Agreement, the parties agree that the Chief of Police may perform state, county or federally funded overtime assignments, i.e. Traffic Safety, Customs and Stonegarden.

Either party may terminate this Letter of Understanding, by serving upon the other, a thirty (30) day notice of termination.

This Letter of Understanding is executed this 22nd day of December, 2015, by the duly authorized agents and representatives of the parties hereto.

CITY OF EVERSON, WASHINGTON

TEAMSTERS UNION LOCAL 231

By



John Perry  
Everson Mayor

By



Richard J. Ewing  
Teamsters Union Local 231

CITY OF EVERSON POLICE DEPARTMENT  
COLLECTIVE BARGAINING AGREEMENT  
January 1, 2016 – December 31, 2019

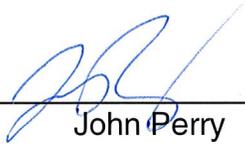
## LETTER OF UNDERSTANDING

### Re: Take-Home Police Vehicles

**Police Vehicles:** Officers will be allowed to take their City Police vehicle home between shifts. This practice will be restricted to those who reside within twenty (20) miles of the City of Everson. This Letter of Understanding shall be in effect with the current Collective Bargaining Agreement [1/1/16-12/31/19].

In the event the City needs to reduce the number of police vehicles available to the Police Department, thus requiring officers to share vehicles. The City, with a thirty (30) day notice, may suspend this Letter of Understanding.

By



John Perry  
Everson Mayor

By



Richard J. Ewing  
Teamsters Union Local 231

CITY OF EVERSON POLICE DEPARTMENT  
COLLECTIVE BARGAINING AGREEMENT  
January 1, 2016 – December 31, 2019

**LETTER OF UNDERSTANDING (LOU)  
BETWEEN**

**THE OF CITY OF EVERSON  
AND  
TEAMSTERS UNION LOCAL 231, POLICE BARGAINING UNIT**

**FOR AMENDING SECTION 7.06, MEDICAL OPT-OUT OF CURRENT COLLECTIVE  
BARGAINING AGREEMENT [1/1/16-12/31/19]**

**A. PARTIES**

The parties to this Letter of Understanding, hereinafter referred to as the "LOU," are the City of Everson, hereinafter referred to as Employer, and General Teamsters Union Local 231, hereinafter referred to as Union.

**B. BACKGROUND**

The Employer and the Union have executed the Non-uniform Bargaining Agreement for the period January 1, 2016, through December 31, 2019. In Section 7.02 of the Agreement, the Employer agrees to provide the Washington Teamsters Welfare Trust Medical Plan A. The Agreement, in Section 7.06, allows for a Medical Opt-Out provision. The Washington Teamsters Welfare Trust prohibits Medical Opt-Out.

**C. PURPOSE**

The purpose of this LOU is for the parties to understand that as long as Washington Teamsters Welfare Trust is the medical insurance provider, as stated in the Police Department Agreement, the Medical Opt-Out provision is not available to the employees covered under this agreement.

**D. TERMS AND CONDITIONS**

No change or addition to this LOU shall be valid or binding upon either party unless such change or addition be in writing, executed by both parties.

The undersigned hereby agree to this LOU and thereby authorize its execution.

**CITY OF EVERSON, WASHINGTON**

**TEAMSTERS UNION LOCAL 231**

By



John Perry  
Mayor

By



Richard J Ewing  
Secretary Treasurer