

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**



TEAMSTERS UNION LOCAL #252

AND



**CITY OF CENTRALIA
(Police Department Non-Commissioned)
January 1, 2022 – December 31, 2024**

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Article 1 INTRODUCTION

1.1 Preamble

1.1.1 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

1.2.1 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

1.3.1 The Employer hereby recognizes the Union as the exclusive collective bargaining representative for all employees of the Centralia Police Department in positions covered by the bargaining unit, excluding the Chief of Police, "uniformed personnel", confidential, supervisors, and casual employees.

Article 2 UNION SECURITY

2.1 UNION SECURITY

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.

2.1.1 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 the 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.

2.2 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.

2.3 Check Off of Union Dues & Initiation

2.3.1 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. Such deductions are to be transmitted to the Union each month. Contributions to

charitable organizations, as set forth in Section 2.1 EMPLOYMENT REQUIREMENT, shall be deducted and remitted to the appropriate charity in a like manner.

2.3.2 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 3 DEFINITIONS

3.1 Probationary Position

3.1.1 An employee in this position is serving his probationary period prior to being permanently appointed to a full-time regular position.

- a)** A probationary period is 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.
- b)** A twelve (12) month probationary period is required for entry level civil service classifications or lateral entry appointees.
- c)** A six (6) month probationary period is required for each civil service classification promotion. 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.
- d)** The employee must be actually working during their probationary period.
- e)** If the employee is unable to work for a substantial period of their probationary time, the Employer may extend the probationary period for up to six (6) additional months.
- f)** If an employee does not satisfactorily complete their promotional probation, he or she goes back to their former rank and anniversary date.

3.2.1 A full-time employee is one regularly scheduled to work forty (40) hours per week.

3.3 Part-Time Position

3.3.1 A part-time employee is defined as an employee who is compensated for eighty (80) or more hours in a calendar month. 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.

3.4 Casual Employee

3.4.1 A casual employee is defined as an employee who is compensated seventy-nine (79) hours or less in a calendar month. Casual employees are excluded from the bargaining unit and the benefits set forth in this Agreement.

Article 4

MANAGEMENT RIGHTS

4.1 Customary Functions

4.1.1 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.

4.1.2 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.

4.1.3 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.

Article 5

EMPLOYMENT POLICIES

5.1 Rules and Regulations

5.1.1 The Union agrees that its members shall comply in full with applicable Police Department rules and regulations, including those relating to conduct and work performance. The Employer agrees that department rules and regulations which effect working conditions and performance shall be subject to the grievance procedure.

5.2 Leave of Absence

5.2.1 Regular: A leave of absence without pay may be granted at the discretion of the Employer upon receipt of a written request in advance of the leave 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.

5.2.2 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.

5.2.3 Washington State Paid Leave Compliance: The City and Union mutually agree to comply with all Washington State Paid Family and Medical Leave Laws per RCW:

50A.04.The Employer does not allow for supplementation of leave time while in unpaid protected leave status.

5.3 Jury Duty

5.3.1 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. Employees shall return to work if released and able to report to work with more than one (1) hour remaining in his/her shift.

5.4 Personnel Files

5.4.1 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.

- a)** 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's requesting copies of such personnel files may be requested to sign an Employer indemnification letter.
- b)** 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.

5.4.2 An employee shall receive copies of all information at the time said information is placed in their personnel file. Disagreements over the information placed in an employee's personnel file shall be raised at the time of placement.

5.4.3 An employee shall have the opportunity to attach written disagreements to 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.

5.4.4 The City Personnel Officer is the official keeper 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 Section 4.4.2.

5.5 Employee Assistance Program

5.5.1 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.

5.5.2 The "Employee Assistance Program" is designed to provide support services to 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 this program are strictly confidential.

5.6 Training

5.6.1 An employee attending duty related mandated training shall be compensated at the employee's applicable rate of pay.

5.6.2 All time for an employee traveling to training outside the employee's normal portal to portal travel shall be paid to the employee in accordance with the standards set forth in the Fair Labor Standards Act.

5.6.3 The Employer shall pay for tuition or registration fees and reasonable expenses incurred incident to such duty related attendance.

5.6.4 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:

- a)** Attendance must occur outside the employee's regular working hours; and
- b)** Attendance must, in fact, be voluntary; and
- c)** The employee must do no productive work while attending; and
- d)** The program, lecture, or meeting should not be directly related to the employee's current job.

5.6.5 A written request for such training shall be made by an employee to the Chief of Police or his designee at least fifteen (15) days in advance of the requested training. The Employer shall either approve or deny the employee's requested training within seven (7) calendar days from the date of receipt.

5.7 Accrued Leave Transfer

5.7.1 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 as of April 8, 2014, which establish and regulate the sick leave bank.

5.8 Advancement & Placement Definitions

5.8.1 Employee Promotion: An employee is promoted to another job classification by means of an application and a written exam and/or an oral interview as conducted by the Civil Service Commission.

- a) The employee receives one (1) step advancement above his or her current salary or step A on the applicable salary schedule/range, whichever is greater.
- b) The employee's promotional anniversary date becomes the date utilized for future salary step advancements.
- c) The employee's promotional anniversary date commences the employee's applicable probationary period.

5.8.2 Employee Reclassification: An employee's job responsibilities, job title, job description and salary range are upgraded.

- a) The employee receives one (1) step advancement above his or her current salary or step A on the applicable salary schedule/range, whichever is greater.
- b) The employee's reclassification anniversary date becomes the date utilized for future salary step advancements.

5.8.3 Employment Classification Adjustment: An employment classification is upgraded to a higher salary range with no change in duties, title, or responsibilities.

- a) An employee is placed at a minimum of two (2) steps above his or her current salary on the upgraded salary range.
- b) His or her anniversary date, for salary step advancements, does not change.

5.8.4 Employee Voluntary Transfer: An employee voluntarily transfers from one employment classification to another employment classification which occupies the same salary range.

- a) The employee is placed at the same pay step on the salary schedule.
- b) His or her anniversary date, for salary step advancements, does not change.
- c) The employee's transfer anniversary date commences the employee's applicable probationary period.

5.9 Shop Steward

5.9.1 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 which may require the attention of the Union.

5.9.2 The size of the negotiating committee shall be determined by the Union; however, only one (1) employee shall be permitted to participate in negotiations on Employer paid time.

Article 6 HOURS OF WORK

6.1 Employee Shifts

6.1.1 The regular work week shall be Monday through Friday and 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 consecutive days off. Variations of the work schedule set forth above may be utilized upon mutual agreement between the Union and Employer.

6.1.2 An employee's shift shall commence work between the hours of 7:00 AM and 9:00 AM or at a starting time that is mutually agreeable between the Employer and employee, provided that the special services officer may be switched to another shift with a minimum of four (4) calendar days notice. Notwithstanding the foregoing the Employer may establish one (1) clerical shift with a start time no later than 11:00 AM.

6.2 Overtime

6.2.1 Compensable hours in excess of forty (40) hours per designated work week shall be compensated at the rate of time and one-half the employee's regular straight time rate of pay or paid in the form of compensatory time off in accordance with the compensatory time provisions of Section 7.11.

- a)** Overtime shall be paid in fifteen (15) minute increments.
- b)** All overtime is subject to approval by the Chief of Police, or his designee.

6.2.2 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 (Section 6.1), Educational Incentive (Section 6.2), Working Out of Classification (Section 6.4.), Premium Pay (Section 6.5), and dividing by 173.3 hours.

Article 7 COMPENSATION

7.1 Longevity

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

- a)** Commencing with an employee's seventy second (72nd) month of service, an employee shall begin receiving monthly longevity compensation equal to two percent (2.0%) of his or her base salary.
- b)** Commencing with an employee's one hundred twentieth (120th) month of service, an employee shall begin receiving monthly longevity compensation equal to two point five percent (2.5%) of his or her base salary.
- c)** 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.
- d)** Commencing with an employee's two hundred fortieth (240th) month of service, an employee shall begin receiving monthly longevity compensation equal to three point five percent (3.5%) of his or her base salary.

7.2 Educational Incentive

7.2.1 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:

7.2.2 An employee who possess a AA/AS degree in a course of study related to his or her occupational field or an employee who possess a sufficient number of credits from an accredited institution equal to a AA/AS degree shall be eligible to receive two percent (2.0%) of an eligible employee's base wage each month.

7.2.3 An employee who possess an BA/BS degree in a course of study related to his or her occupational field or an employee who possess a sufficient number of credits from an accredited institution equal to an BA/BS degree shall be eligible to receive three percent (3.0%) of an eligible employee's base wage each month.

7.2.4 An employee who possesses a Masters degree in a course of study related to his or her occupational field shall be eligible to receive four percent (4.0%) of an eligible employee's base wage each month.

7.2.5 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.

7.3 Court Time

7.3.1 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; shall be paid a minimum of two (2) hours.

- a)** If the employee is required to attend court on his or her scheduled day off, the minimum shall consist of four (4) hours.
- b)** All compensable hours shall be paid at the employee's applicable rate of pay.

7.3.2 An employee not required to physically report to work but is engaged by telephone or any other form of electronic communication for the benefit of the Employer during his or her off-duty hours shall be compensated. Overtime shall be earned and paid to an eligible employee in fifteen (15) minute increments. Routine calls for overtime offerings/assignments shall not be eligible for compensation under this provision.

7.3.3 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 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 receiving cancellation notification, the applicable compensable hours shall be paid in accordance with Section 6.3.1.

7.4 Call Out Time

7.4.1 An 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.

a) If the employee is called out on his or her scheduled day off, the minimum shall consist of four (4) hours.

b) All compensable hours shall be paid at time and one half (1 ½) of the employee's applicable rate of pay.

7.4.2 An employee not required to physically report to work but is engaged by telephone or any other form of electronic communication for the benefit of the Employer during his or her off-duty hours shall be compensated. Overtime shall be earned and paid to an eligible employee in fifteen (15) minute increments. Routine calls for overtime offerings/assignments shall not be eligible for compensation under this provision.

7.5 Working Out of Classification

7.5.1 An employee working out of classification, in a higher paid classification, shall receive the beginning rate of pay for the higher paid classification, or five percent (5%), whichever is higher for all hours worked out of classification.

7.6 Premium Pay

7.5.1 Bilingual: An employee who is conversant in Spanish and verifiably fluent as such, shall receive one hundred fifty dollars (\$150.00) added to his or her base wage each calendar month.

7.7 Classifications and Salary Schedules

7.7.1 The applicable classifications shall be set forth in the Salary Schedule Appendices.

Article 8

EMPLOYEE BENEFITS

8.1 Holidays

8.1.1 The Employer agrees to recognize the below listed holidays. Such holidays shall be compensated as set forth in the following provisions.

New Years 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 (6)	Employee's choice

8.1.2 An employee who is scheduled for a Monday through Friday work week shall observe the statutory holidays as per the published City of Centralia Holiday Calendar Schedule.

- a) Whenever any legal holiday falls upon a Sunday, the following Monday shall be given as the legal holiday.
- b) Whenever any legal holiday falls upon a Saturday, the preceding Friday shall be given as the legal holiday.

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

- a) A maximum of one (1) employee may take a floating holiday at a time. Exceptions to this rule may be granted by the Chief or designee.

8.1.4 An employee is required to submit his or her request for a floating holiday a minimum of seven (7) days prior to the chosen date unless mutually agreed between the employee and Employer. If a conflict arises, first submission for floaters shall prevail. Seniority shall prevail for same day submission. Floating holiday requests shall be submitted to the scheduling supervisor.

8.2 Uniform & Equipment Allowance

8.2.1 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. 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.

8.2.2 Ballistic vests, which meet the minimum National Institute of Justice standards, shall be provided to limited commissioned employees. To insure the integrity of the ballistic vest, vests that are worn on a daily basis shall be reconditioned or replaced based upon the manufacturer's recommendation. Ballistic vests that have removable panels shall have the outer jacket replaced as needed due to normal wear and tear. The Employer shall have the choice of manufacturers.

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

8.3 Sick Leave

8.3.1 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 of one (1) work day per month.

- a) There shall be a maximum accumulation of nine hundred sixty (960) hours.

b) Accrued sick leave shall be debited in accordance with actual time of absence due to illness or other sanctioned uses.

8.3.2 An employee may take leave for illness of their family member. "family member" shall be defined as parent (biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or person who stood in loco parentis when the employee was a minor child), spouse, child (including biological, adopted or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status), son or daughter-in-law, spouse's step parents/brothers/sisters, employee's grandparents, spouse's grandparents, registered domestic partner, grandchild, and sibling. 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.

8.3.3 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 absence(s). 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 is to be provided to the Employer.

8.3.4 As provided for under this provision, it shall be incumbent upon the employee to notify the on duty supervisor no later than one (1) hour prior to the start of his shift, if possible, of his or her inability to report to work. Notification shall also be provided for each successive day of absence.

8.3.5 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 three hundred sixty (360) hours. All payments of such accumulated sick leave shall be based upon the salary/pay in effect at the time of separation of employment.

8.3.6 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.

8.4 Lunch & Rest Periods

8.4.1 An employee shall be permitted, to take a thirty (30) minute or sixty (60) minute unpaid lunch and two (2) fifteen (15) minute paid rest period. All such rest breaks will be taken as time permits. If the employee fails to take any or all such rest periods, for whatever reason, he or she shall have no right to claim any compensation for that time.

8.5 Bereavement Leave

8.5.1 Up to three (3) days shall be granted with full pay per occurrence in the case of a death in the employee's family member without debit to the employee's accrued sick leave. Employees may utilize accrued sick leave for additional time off that may be needed. "family member" shall be defined as parent (biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or person who stood in loco parentis when the employee was a minor child), spouse, child (including biological, adopted or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status), son or daughter-in-law, spouse's step parents/brothers/sisters, employee's grandparents, spouse's grandparents, registered domestic partner, grandchild, and sibling..

8.6 Liability Insurance Coverage

8.6.1 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.

8.6.2 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.

8.6.3 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 employees interest.

8.7 Vacations

8.7.1 An employee shall accrue vacation on a monthly basis in accordance with the following schedule. 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.

Months/Years of Service	Hours per Month	Hours per Year/Days
0 – 60 months/1-5 years	8.00	96/12
61 – 132 months/6-10 years	10.00	120/15
133 – 216 months/11-17 years	13.33	160/20
217 – on months/18 + years	16.67	200/25

8.7.2 An employee who separates from City employment shall be paid for 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 anniversary date, of each calendar 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.

8.7.3 In the event that an employee is required to attend court under the provisions of COURT/CALL 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.

8.7.4 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.

8.7.5 In order to utilize seniority for vacation bidding purposes, the Employer shall provide the clerical vacation board no later than December 15th of each year. 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. The Clerical vacation board may only have one (1) employee on vacation at a time. The Chief of Police may authorize exceptions to the maximum allowable on vacation, however, exceptions extended, shall not be construed to be mandated practice and the Chief shall have the right to deny any special vacation requests which exceed the aforementioned maximums per board. Such denials shall not be subject to the grievance procedure. The Special Services Officer shall not be part of the clerical vacation board for seniority bidding purposes.

8.7.6 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.

8.7.7 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 work.

8.8 Health & Welfare

8.8.1 Medical, Dental, & Vision: Effective January 1, 2022 based upon December hours, the Employer shall enter into a subscription agreement with the Washington Teamsters Welfare Trust for medical, dental, and vision coverage. The required monthly premium contributions for each employee who has eighty (80) or more compensable hours in the preceding month shall be made to the administrative offices of Northwest Administrators by the tenth (10th) of each month. Listed below are the specific programs the employees shall participate in. The below listed premium rates are composite and are subject to change during the term of this Agreement.

8.8.2 Effective January 1, 2022, for medical only the Employer shall pay ninety percent (90%) with the employee paying ten percent (10%) of the premium. The employee portion shall be withheld through payroll deduction.

8.8.3 Dental, vision and specified medical add-on benefits monthly premium increases shall be paid in full by the Employer for the duration of the Agreement.

Program	Premiums as of January 1, 2022
Medical - Plan "B"	\$1310.20
Time Loss Plan A (\$400 Wk)	\$ 18.00
9 Month Disability Wavier	\$11.40
Dental - Plan "A"	\$120.50
Extended Vision	\$17.10

8.9 Retirees Medical

8.9 Retiree Medical: Effective January 1, 2022, 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) 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. All scheduled monthly premium increases in excess of fifty-nine dollars eighty-five cents (\$59.85) per month shall be deducted from each eligible employee via a payroll deduction.

- a) The specific retiree medical program is listed below:

Program – RWT Plus	Monthly Premiums
Effective January 1, 2022	\$94.85
Effective January 1, 2023	\$TBD
Effective January 1, 2024	\$TBD

8.10 Educational Reimbursement

8.10.1 The Employer encourages employees to participate in courses and training opportunities to enhance their skills and enable them to advance to positions in the same Employer occupational series. Accordingly, it shall be the Employer's goal to assist full-time, regular employees in the furtherance of this policy by offering 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.

8.10.2 To qualify for reimbursement, the employee must make application and receive prior approval from the department head and the City Manager. In addition, the employee must complete each course with a grade of "C" or better or "pass" in a pass/fail system. Approval shall not be unreasonably withheld.

8.10.3 Reimbursement shall be for actual tuition, or the cost of the course and books. All other expenses, such as travel, shall be borne by the employee.

8.10.4 Department heads 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.

8.10.5 An employee shall be required to submit attendance requests to their respective department heads a minimum of thirty (30) calendar days in advance of the commencement 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:

- a)** The course to be taken, the length of the course, and the credit(s) to be earned.
- b)** The institution at which the course is being offered.
- c)** The cost of the course and books.
- d)** 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 future job goals with the City of Centralia.

8.10.6 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 "C" grade or better or a "Pass" grade. Reimbursement shall be made on the next available pay day.

8.10.7 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.

8.11. Group Life Insurance

8.11.1 The Employer shall provide, at no cost to the employee, fifty thousand dollars (\$50,000) of life insurance coverage and accidental death/dismemberment coverage for each employee covered by this agreement. 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.

8.12 Compensatory Time

8.12.1 An employee may elect to accrue compensatory time in lieu of overtime wages. Compensatory time is accrued at the rate of one and one-half hour for each hour of overtime worked. An employee shall not accumulate more than eighty (80) hours of compensatory time.

8.12.2 Accrued compensatory time may be cashed out at any time at the discretion of the Chief of Police. Accrued compensatory hours are cumulative from year to year up to the maximum allowable. Any compensatory time exceeding the aforementioned maximum

accruals shall be paid to the employee at the employee's applicable straight time rate of pay.

8.12.3 The Employer has the sole and final approval of the scheduling and use of compensatory time. Once the scheduling of compensatory time is approved, it may only be denied in the event of an emergency impairing Employer services to the public, or in situations which have developed beyond the control of the Employer. Scheduling of compensatory time shall not pre-empt previously scheduled and approved vacation time for other employees.

8.12.4 As approved by the Chief of Police or designee, compensatory time may be utilized in segments of fifteen (15) minutes or more. In the event of a bona fide emergency or in situations which have developed beyond the control of the Employer which necessitates the cancellation of pre-approved and scheduled compensatory time; the Employer shall refund to the employee any bona fide expenses incurred, due to the cancellation of approved scheduling of compensatory time, which are non-refundable. The employee must provide receipts of the expenses incurred.

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

8.13. Western Conference of Teamsters Pension Trust

8.13.1 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.

8.13.2 During the term of this agreement, the bargaining unit may choose to divert from wages to increase the contribution of the supplemental pension plan.

Article 9 GRIEVANCE PROCEDURE

9.1 Purpose

9.1.1 A grievance shall be defined as a dispute regarding the interpretation and/or application of this Agreement that may occur during its term. 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.

9.1.2 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 and shall be limited to utilizing one process or the other but not both.

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

- a)** Investigations of allegations made against an employee(s) 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, of the allegations within forty-five (45) calendar days from the date the issue was brought to the Employer's attention. The forty-five (45) calendar day period shall not include time in which the employee and/or witnesses may be on vacation or sick/disability leave.
- b)** Failure of the Employer to initiate an investigation and/or to make a final determination on the allegations within forty-five (45) 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 unreasonable withheld.

9.2 Procedure

9.2.1 The grievance must be presented 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 written mutual agreement, the parties may suspend or extend the time deadlines for any or all particular steps of this grievance procedure.

9.2.2 Failure of the Employer to act by response within the time deadline set forth herein shall enable the employee/Union to proceed to the next step in this procedure. Whenever possible, an employee shall make a reasonable effort to resolve the disputed issue informally prior to submission of the grievance to the Union for a determination of merit.

9.2.3 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 2. Independent Union grievances shall commence at Step Two of this provision.

9.2.4 Step Two: The Union must exercise its notice to the Employer within ten (10) working days upon receipt of the written decision of the Police Chief. An option to move a grievance to Step Two by providing written 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.

9.2.5 Disciplinary action, other than property loss, (i.e. accrued sick leave or vacation debit, suspension, demotion, or discharge) shall not immediately proceed to arbitration or to a Civil Service Hearing if such matter remains unresolved after completion of Step Four. Such action shall be held in abeyance and be subject to resolution by arbitration or the Civil Service Commission only if such prior discipline is being relied upon by the Employer in the case of a subsequent disciplinary action, in which case, the grievance which was held in abeyance will be adjudicated at the arbitration or Civil Service hearing prior to the adjudication of the additional discipline imposed. Nothing contained in this provision shall be construed to prevent a Civil Service appointed position from seeking resolution to a lesser disciplinary action in front of the Civil Service Commission without Union representation. A "property loss" shall be defined as accrued sick leave or vacation debit, suspension, demotion or discharge.

9.3 Arbitration

9.3.1 Any grievance, which is not resolved as set forth in Section 8.2 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.

9.3.2 In accordance with any arbitration proceeding held pursuant to this Agreement, it shall be understood by the parties involved that;

- a)** 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.
- b)** 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.
- c)** Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be sworn and shall be limited to the matters set forth in the written statement of grievance, 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.
- d)** The decision of the arbitrator shall be final, conclusive, and binding upon the Employer, the Union, and the employee(s) involved. 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. In all matters submitted to arbitration, each

party shall bear the entire cost and expense of its own witnesses and representatives. Any fees and expense of the arbitrator shall be borne equally by the parties.

Article 10

SEVERABILITY

10.1 Savings Clause

10.1.1 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 portion of this Agreement shall remain in full force and effect.

Article 11

EMPLOYEE DISCIPLINE

11.1 Just Cause

11.1.1 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 the first twelve (12) months of an employee's initial employment with the Employer, during which time the employment status shall be strictly at will.

11.1.2 Just Cause: In the collective bargaining setting the term just cause though simple and short, has developed a vast body of operational definitions. In its simplest terms just cause requires that the disciplinary system be fair and reasonable, though no definitive formula exists, over the year's labor arbitrators have identified several criteria for determining if discipline was for just cause. Although not all inclusive, for the purposes of this provision, the following criteria may be considered by an arbitrator as general guidelines when hearing cases under this provision:

- a) Whether the Employer can establish that the employee has been given clear notice of what is considered to constitute misconduct and what the potential consequences are of committing such misconduct; and
- b) Whether the employee has a track record of such problems or has never exhibited such conduct before; and
- c) Whether the parties have contractually agreed to follow progressive discipline; and
- d) Whether penalty assessed fits the crime or whether some lesser form of discipline would have achieved the desired corrective results;
- e) Whether investigation was a fair and objective and took place before discipline was imposed; and
- f) Whether the discipline is motivated by something other than the employee's actual conduct.

11.2 Types of Discipline

11.2.1 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.

11.3 Disciplinary Investigations

11.3.1 Prior to an employee being interviewed, by the Employer or designee, regarding non-criminal matters which may lead to disciplinary action, an employee shall receive written notification, providing the following information:

- a)** The basis of the alleged inquiry and the policies alleged to have been violated; and
- b)** Notice of his or her right to have a Union representation present at the interview; and
- c)** A copy of the original written complaint which caused the inquiry to be initiated.

11.3.2 Interviewing and/or questioning of an employee shall be conducted during the employee's regular scheduled shift unless the urgency of the inquiry dictates otherwise or unless a more convenient time is agreed upon between the employee and the Employer.

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

11.3.4 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.

11.3.5 Non-criminal internal investigations shall be conducted either by a non-union employee of the department or in the alternative, by a detective. In no case shall a union employee, other than a detective or the administrative sergeant, be assigned to conduct non-criminal internal investigations on behalf of the Employer.

11.4 Administrative Leave

11.4.1 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 or designee 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 12

SENIORITY

12.1 Vested Tenure

12.1.1 Seniority shall be defined as the length of continuous service with the Employer. 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.

12.1.2 Completion of an employee's probationary period shall signal the vesting of seniority rights and the application of same under this Agreement.

12.2 Lay Off & Recall

12.2.1 The Employer may layoff 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.

12.2.2 Layoff order shall be determined by an employee's initial date of hire with the City of Centralia within the employee classifications listed below:

- a) Evidence Technician
- b) Community Services Officer
- c) Clerical - (Police Records Technician)
- d) Public Records Specialist

12.2.3 Temporary, provisional, casual, or emergency appointees shall be laid off before bargaining unit employees. Options, such as part-time work schedules, job sharing, pay reduction, may also be explored if, in the opinion of the department head, City Manager, and the Union such options are practicable.

12.2.4 For a period of eighteen (18) months, unless such time is extended by the Civil Service Commission, from an employee's layoff date, 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 formally 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 13 TERM OF AGREEMENT

13.1 Effective Dates

13.1.1 This Agreement shall be in force and effect as of the 1st day of January 2022 and shall expire on the 31st day of December 2024.

SIGNED THIS 8 DAY OF Sept., 2022.


ROB HILL, CITY MANAGER
CITY OF CENTRALIA


BRIAN BLAISDELL, SECRETARY/TREASURER
TEAMSTERS UNION LOCAL NO. 252


DANE BONNELL, BUSINESS AGENT
TEAMSTERS UNION LOCAL NO. 252

APPENDIX A - Salary Schedules

A.1. 2021 wage rates will apply for January 1, 2022 through December 31, 2022 for all positions with the exception of the Community Service Officer classification that shall receive a seven-hundred fifty dollar (\$750.00) wage adjustment to base wage rates listed below on the first of the month following contract ratification by City Council.

2021 Base Wage Rates

Classification	Step Range	1 (A)	2 (B)	3 (C)	4 (D)	5 (E)	
Community Service Officer - FT	5	33,828 2,819 16.26	35,712 2,976 17.17	37,620 3,135 18.09	39,492 3,291 18.99	41,412 3,451 19.91	Annual Monthly Hourly
Police Records Tech Evidence/Property Specialist	7	43,140 3,595 20.74	45,276 3,773 21.77	47,532 3,961 22.85	49,776 4,148 23.93	52,008 4,334 25.00	Annual Monthly Hourly
Public Records Specialist	8	49,776 4,148 23.93	52,008 4,334 25.00	54,622 4,552 26.26	57,332 4,778 27.57	60,204 5,017 28.94	Annual Monthly Hourly

A.2 A one-time stipend of two percent (2%) of the employee 2021 base rate of pay at the time of council approval, annualized will be paid to all Teamsters Non-Commissioned Police employees who are employed by the City at the time of council approval.

(Example: If monthly base wage was \$4000 the calculation would be \$4000 x 12 x 2% = \$960.00 which is subject to taxes.)

This one-time stipend will be paid following final council approval in the form of a paper check.

A.3. 2023 - Effective January 1, 2023 the 2021 base rate of pay shall be increased by four percent (4%) for all classifications.

2023 Base Wage Rates							
Classification	Step Range	1 (A)	2 (B)	3 (C)	4 (D)	5 (E)	
Community Service Officer - FT	5	44,544 3,712 21.42	46,500 3,875 22.36	48,480 4,040 23.31	50,436 4,203 24.25	52,428 4,369 25.21	Annual Monthly Hourly
Police Records Tech Evidence/Property Specialist	7	44,868 3,739 21.57	47,088 3,924 22.64	49,428 4,119 23.76	51,768 4,314 24.89	54,084 4,507 26.00	Annual Monthly Hourly
Public Records Specialist	8	51,768 4,314 24.89	54,084 4,507 26.00	56,808 4,734 27.31	59,628 4,969 28.67	62,616 5,218 30.10	Annual Monthly Hourly

A.4 2024 - Effective January 1, 2024 the 2023 base monthly wage rate shall be increased by one hundred percent (100%) of the increase of the June 2022 to June 2023 US All City Average CPI-U, not to exceed four point five percent (4.5%), nor shall the increase be less than one percent (1%).

A.5 An employee hired after the effective date of this Agreement shall be compensated for their respective job classification at his or her assigned Step.

- a)** Such employee shall advance through the pay steps on the employee's yearly anniversary hire date.
- b)** An employee's actual advancement date shall take place on the first day of the month of the employee's recognized anniversary date.
- c)** The Employer shall not be prohibited from starting an employee at a higher pay step based on past experience or qualifications, nor shall the Employer be prohibited from advancing employees at any time during the term of this agreement to higher pay steps based on merit.

APPENDIX B – LETTER OF AGREEMENT-Bargaining Unit Work Clarification

This agreement is entered into by the City of Centralia and Teamsters Local #252 to clarify and define job functions and bargaining unit work performed in the Centralia Police Department by police clerical employees.

1. It is recognized that, due to the nature of law enforcement operations, work that is traditionally “bargaining unit work,” which is considered de minimus in nature, may be performed as needed by exempt employees, members of the police officers’ bargaining unit or part time casual workers, provided that bargaining unit employees regularly assigned work hours are not adversely affected.

2. It is the intent of this agreement to clarify what is considered bargaining unit work relative to the employees covered by the police clerical employees’ collective bargaining agreement.

3. The following work tasks are considered “exclusively non bargaining unit work” and would be performed only by exempt positions:

- Maintenance of Department “Side Files” (personnel and evaluation, incident review, complaint, and accident review files)
- Supervision of Clerical Staff, including performance evaluations
- Departmental Key Maintenance
- Grant Compliance Reports

4. The following work tasks are considered “primarily non bargaining unit work” and would be primarily performed by exempt positions, but may also, on a case by case basis as needed, be performed by members of the clerical employees bargaining unit:

- Payroll
- Accounts Payable and Budget Reconciliation
- Support for the Centralia Emergency Management Program
- Quartermaster System program administration

5. Code compliance enforcement shall not be considered exclusive bargaining unit work; as police officers, the fire marshal, the building official, planning staff, and exempt positions in numerous city departments all play various roles in the enforcement of development, building, and nuisance ordinances. In the event the code compliance work is removed from the Special Services Officer, the incumbent shall be entitled to all work previously performed.

6. The remaining work tasks traditionally performed by clerical and support staff within the Centralia Police Department are considered “exclusive bargaining unit work,” subject to the clarifying conditions set forth in item 1 of this agreement.

7. This agreement shall be considered as an addendum to the labor agreement between the police clerical union and the City of Centralia.