



INFORMATIONAL MEMORANDUM

To: **City Council**

From: **TC Croone, Deputy Director of Administrative Services and Chief**

CC: **People Officer Mayor Thomas McLeod**

Date: **December 3, 2024**

Subject: **United Steelworkers Labor Agreement 2025-2027**

ISSUE

Consideration and approval of the United Steelworkers labor agreements for 2025-2027

BACKGROUND

The current labor agreements with United Steelworkers will expire on December 31, 2024. The City and the Union have reached agreement for 2025-2027.

DISCUSSION

The City and the Union have agreed to a wage increase equal to 100% CPI-W for 2025 (January to December) with a 2% minimum and 5% maximum, 100% CPI-W for 2026 (January to December) with a 2% minimum and 5% maximum, and 100% CPI-W (January to December) with a 2% minimum and 5% maximum.

The contract has been voted on and passed by the Union membership.

RECOMMENDATION

The Council is being asked to consider and approve the Labor Agreement at the December 16, 2024 regular meeting.

ATTACHMENT

United Steelworkers Labor Agreement 2025-2027

FINAL

TUKWILA POLICE NON-COMMISSIONED

LABOR AGREEMENT

between the

CITY OF TUKWILA

and

UNITED STEELWORKERS ON BEHALF OF LOCAL 9241

Effective

January 1, 2025 -December 31, 2027

TUKWILA POLICE NON-COMMISSIONED AGREEMENT
by and between
THE CITY OF TUKWILA
and
UNITED STEELWORKERS ON BEHALF OF LOCAL 9241

Table of Contents [TO BE UPDATED]

TABLE OF CONTENTS	Error! Bookmark not defined.
PREAMBLE	3
ARTICLE 1 - RECOGNITION AND BARGAINING UNIT	3
ARTICLE 2 - UNION MEMBERSHIP AND DUES DEDUCTION	4
ARTICLE 3 - WORKING OUT OF CLASSIFICATION.....	5
ARTICLE 4 - HOURS OF WORK.....	5
ARTICLE 5 - SALARIES	12
ARTICLE 6 - DEPARTMENT WORK RULES.....	13
ARTICLE 7 - CLOTHING ALLOWANCE.....	14
ARTICLE 8 - SICK LEAVE.....	17
ARTICLE 9 - HOLIDAYS	18
ARTICLE 10 - EDUCATION ALLOWANCE AND LONGEVITY PAY.....	20
ARTICLE 11 - DEFINITIONS.....	21
ARTICLE 12 - VACATIONS	21
ARTICLE 13 - PENSIONS	23
ARTICLE 14 - INSURANCE	23
ARTICLE 15 - DISCIPLINARY PROCEDURES.....	24
ARTICLE 16 - MANAGEMENT RIGHTS	26
ARTICLE 17- GRIEVANCE PROCEDURE	28
ARTICLE 18 - NO STRIKE AND NO LOCKOUT	30
ARTICLE 19 - LEAVES.....	31
ARTICLE 20 - SAVINGS CLAUSE.....	32
ARTICLE 21 - ENTIRE AGREEMENT	32
ARTICLE 23 DURATION OF AGREEMENT	33
SCHEDULE "A"-WAGE SCHEDULES.....	35

PREAMBLE

This mutual agreement has been entered into by the United Steelworkers, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, for and on behalf of Local 9241 (hereinafter referred to as "United Steelworkers" or "Union"), and the City of Tukwila (hereinafter referred to as "City" or "Employer"). The purpose of this Agreement is the promotion of harmonious relations between the Union and the City; the establishment of equitable and peaceful procedures for the resolution of differences; and the establishment of rates of pay, hours of work, and other terms and conditions of employment.

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

SECTION 1. The City of Tukwila recognizes the United Steelworkers, AFL-CIO on behalf of its members in Local Union 9241, as the exclusive bargaining representative of the Police Department for all employees in positions listed in the Wage Schedule A; provided that neither party waives its right to petition the Public Employment Relations commission to add to or delete from the above list in accordance with established time frames and procedures.

SECTION 2. There shall be no more than two (2) Union representatives designated to act on behalf of members with regard to day-to-day administration of the Agreement. For the purposes of negotiations with the Employer, the number of official representatives of the Union shall be limited to three employees and one alternate, plus representatives of the international union.

SECTION 3. Union Business The Employer shall afford a Union officer (shop steward) who is an employee in the bargaining unit a reasonable amount of time to meet with appropriate administrator(s) and/or employee(s) with respect to the interpretation or application of this Agreement; provided:

The Union officer shall give at least forty eight (48) hours' notice to the Chief of Police or designee prior to such meeting; the Union officer indicates the general purpose of the meeting, i.e. issue to be discussed; the Employer is able to properly staff the employee(s) job duties during the time period; the wage cost to the Employer is no greater than the cost that would have been incurred had the Union officer not taken the time; the Union official shall not transact such business while working on shift which in any way interferes with the operation of the normal routine of City business.

Employees who are subpoenaed to appear as a fact witness during a Civil Service Hearing, PERC hearing or labor mediation may be allowed to attend without loss of pay, only during their testimony and only if travel out of the City is not involved. Otherwise, the employee's time off shall be charged to vacation or comp time.

Union officers may be granted unpaid leave for the purpose of attending union conventions or seminars, provided that such request is made to the Employer with at least seven (7) days written notice and that compliance with items 2 through 5 above shall be secured by the Union officer.

For the purposes of Union business, the Union will notify the Employer in writing at least annually as to its Union officer(s): name(s), address(es), and phone number(s).

ARTICLE 2 - UNION MEMBERSHIP AND DUES DEDUCTION

SECTION 1. It is the continuing policy and recognized obligation of the City and the Union that the provisions of this Agreement shall be applied uniformly as required by federal and state employment laws that prohibit discrimination. Any employee complaints of discrimination must be reported in accordance with the City's Personnel Policies and Procedures and shall be excluded from the arbitration step grievance procedure in Article 17.

Nothing in this clause shall restrict the Union from providing internal, Union sponsored benefits to Union members only.

SECTION 2. Subject to the terms of this Agreement, no more than two (2) official representatives of the bargaining at any one time shall be given time off with pay to attend negotiation sessions with the Employer during working hours, provided reasonable notification is given and the time is mutually agreed upon. The Employer retains the right to restrict such release time when an emergency exists, or such release would create a danger to public safety.

SECTION 3. The following procedure shall be followed in the deduction of dues and initiation fees for members of Local 9241 of the United Steelworkers.

The employer agrees to the deduction of monthly dues and initiation fees as designated by the International Treasurer for those employees in the Unit who elect to become members of the Union and who request in writing to have their regular monthly Union dues checked off on the basis of individually signed voluntary check-off authorization cards.

A copy of said deductions shall be forwarded to the Financial Secretary of the United Steelworkers Local #9241.

Each month, the Employer shall remit to the International Treasurer of the United Steelworkers, at the address which they authorize for this purpose, all dues and fees deducted together with a list of employees and the amount deducted from each employee.

The City shall afford the Union thirty (30) minutes of time with new hires during the City's new hire orientation. The City shall also provide written notice to the Union of all new hires at the time of hire. Such written notice shall include their job classifications and date of hire.

The Union agrees to indemnify, defend and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article, unless caused by the negligence of the Employer.

ARTICLE 3 - WORKING OUT OF CLASSIFICATION

Should any employee be required to act as supervisor, the employee shall be paid a premium of five percent (5%) of the employee's base rate of pay while so acting. It is understood that assignments of supervisory duty will be made by the Chief of Police or their designee.

When assigned to perform evidence technician responsibilities during the absence of the evidence technician, or as an alternate when the evidence technician is on duty as designated by the Chief of Police or their designee, the employee shall be placed in the salary range of the evidence technician position providing for not less than 5% increase above their current base rate of pay.

ARTICLE 4 - HOURS OF WORK

SECTION 1. This Article is intended to define the normal hours of work, to provide the basis for calculation of overtime, and set forth the policy on compensatory time.

Compensation shall not be paid more than once for the same hours under any provision of the Agreement.

SECTION 2. Hours of Work. The working hours for members affected by this Agreement shall be the equivalent of forty hours (40) per week on an annualized basis, inclusive of meal and rest periods. The normal schedule for employees shall be five (5) days worked and two (2) consecutive days off during a seven (7) day period, except in the event of an unusual occurrence, civil disorder or national disaster.

The normal working hours for members of the bargaining unit assigned to part-time position(s) shall be twenty (20) hours per week on an annualized basis, inclusive of meal and rest periods. The normal work schedule for part-time employees shall be established by the Employer.

Full-time employees covered by this agreement may work alternative work schedules with mutual agreement between the employee and the Employer, provided the Employer may reassign the employee to the normal 5/2 work schedule at any time.

SECTION 3. Overtime. Except as otherwise provided in this Article, employees on a five (5) day schedule shall be paid at the rate of time and one-half (1.5) for the first four (4) hours in excess of eight (8) hours worked and beginning during the fifth (5th) hour in excess of eight (8) hours worked at the rate of two (2) times their normal pay rate in one (1) day, exclusive of lunch period. Thereafter, additional hours worked shall be at the rate of two (2) times their regular rate of pay, in one (1) work day, inclusive of lunch period. Only one such payment shall be made for the same hours of work.¹

There shall be no pyramiding of overtime.

Call Back. In the event that overtime is not an extension of a normal shift, the minimum payment shall be for four (4) hours at the one and one-half (1.5) time rate.

Overtime for Court Appearance. In the event that court appearances are required outside of regularly scheduled hours, the Employer shall attempt to schedule such appearances on regularly scheduled days rather than on furlough days. Such appearances outside of regularly scheduled hours which are not an extension of a normal shift shall be compensated for a minimum of three (3) hours at the employee's time and one-half (1.5) rate.

SECTION 4. Standby. The Employer and the Union agree that the use of standby time shall be minimized consistent with sound law enforcement practices and the maintenance of public safety. Standby assignments shall be for a fixed, pre-determined period of time not to exceed eight (8) hours. Employees formally placed on standby status shall be compensated on the basis

¹ Those employees assigned to 4-10's have three consecutive days off but 5-8's remains the normal schedule.

of four (4) hours straight pay for eight (8) hours of standby or fraction thereof. If the employee is actually called back to work, normal overtime rules shall apply. Compensation for standby shall not be paid in addition to overtime minimum pay.

SECTION 5. Compensatory Time. Compensatory time is defined as time off granted an employee as compensation for hours worked in addition to the employee's regularly scheduled workday or workweek.

It is the responsibility of the employee to request compensatory time in lieu of overtime if so desired. The Employer shall have discretion to determine whether compensatory time is to be granted to the employee when compensatory time is requested by the employee in lieu of overtime.

The granting of compensatory time in lieu of overtime will be at the rate of one and one-half (1.5) for each overtime hour worked up to the 12th hour of continuous work. Beginning at the 13th hour of continuous work the granting of compensatory time in lieu of overtime will be at the rate of two (2) for each overtime hour worked.

Individual accrual of compensatory time in lieu of overtime shall not exceed eighty (80) hours.

SECTION 6. Contacts Outside of Scheduled Work Hours. The designated first contact with an employee outside of scheduled work hours will be as assigned by the Chief of Police, or the Chief's designee. If there is a need to make such off-duty contact, the employee shall be paid a minimum of fifteen (15) minutes for actual time required to handle Employer business, and thereafter, in fifteen (15) minute increments. If a callback to duty is required, compensation shall be governed by Section 3.A. above. The minimum of fifteen (15) minutes will be paid at the overtime rate and if a call-back to duty is required, the fifteen (15) minutes of overtime shall be included in the compensation paid at the overtime rate under Section 3.A.

SECTION 7. Rest and Meal Periods. Employees shall receive a rest period of not less than fifteen (15) minutes, on the City's time, for each four (4) hour work period. Rest periods shall be scheduled as near as possible to the midpoint of each four (4) hour work period. No employee shall be required to work more than three (3) hours without a rest period. If an employee is unable to take their fifteen (15) minute rest break, due to lack of relief, the City shall, at the Employee's request and option, grant compensatory time, or straight-time pay unless overtime pay is required by law.

The City shall provide each employee with one half (1/2) hour for a meal period for all shifts longer than five hours. Schedules shall be inclusive of the meal period. Due to the nature of the work, the parties agree that the meal period shall commence before hour seven (7) of a shift and agree that employees may work more than five hours without a meal period. To the extent the above provisions vary from Labor & Industry meal and rest break rules, the parties intend for the terms of this Agreement to specifically vary from and/or supersede them pursuant to RCW 49.12.187.

Members assigned 10-hour shifts will be allowed to take meal or rest breaks, duties permitting, as one 30-minute meal break and two fifteen-minute rest periods. Breaks may be combined; however, the City retains its management rights to address performance issues and deny the combining of breaks at the discretion of the Chief or their designee. While on either meal or rest breaks, members may be subject to calls for service.

SECTION 8. In the event the Mayor closes all or part of City facilities or operations in the case of emergency or for safety reasons, essential employees defined as employees assigned to positions that provide 24-hour, 7 day a week coverage will continue to maintain their normal work schedule, unless specifically released from duty by the Chief of Police or their designee.

SECTION 9. Employees assigned to an alternative schedule shall be paid at the rate of time and one-half (1.5) their regular rate of pay for hours worked in excess of their regularly assigned schedule, provided at the beginning of the 13th hour of continuous work, the employee shall be paid at the rate of two (2) times their regular rate of pay.

SECTION 10. - Shift Assignment Based on Seniority

Definitions:

"Seniority" shall be established based on each regular employee's most recent date of hire as a Records Specialist. Employees hired on the same day shall be ranked by their placement on the Civil Service eligibility list.

"Probationary Employee" is an employee who has not yet completed their probation. This includes any Employee whose probation has been extended due to performance issues or

missed work. Probationary Employees will not participate in the shift bidding process but will be assigned to a shift by the Records Supervisor.

"Shift Assignment Period" There shall be three shift assignment periods per calendar year. They will be February 1st through May 31st, June 1st through September 30th and October 1st through January 31st.

"Seniority Bid" The assignment of shifts for the periods beginning on June 1st and on October 1st of each year shall be based on the seniority of each Employee, with preference given to those with the most seniority.

"Reverse Bid" The assignment of shifts for the period beginning on February 1st of each year shall be based on the seniority of each Employee, with preference given to those with the least seniority.

"Shift Assignment Responsibility" The Records Supervisor will be responsible for managing the shift bidding and assignment procedure, under the direction of the Police Records Manager.

Bidding Procedure:

The time frame for shift bidding for an upcoming cycle shall be determined and announce by the City and allow for sufficient lead time to accommodate training demands, employee vacation and personal commitment planning, and budgetary considerations. It is generally agreed that new Shift Assignments should be posted one month prior to the transition to the new Shift Assignment Period.

The Records Supervisor will advise all Employees of the date that the bid process will open for the upcoming Shift Assignment Period and will prepare a list of open shifts. During the Seniority Bid terms, the Records Specialist with the most seniority will have first choice of the available shifts and will indicate their shift bid by signing their name in the open slot. The process of bidding will continue, by seniority, until the Records Specialist with the least seniority makes their selection. During the Reverse Bid term, the Records Specialist with the least seniority will start the bidding process. The process of bidding will continue, by reverse seniority, until the Records Specialist with the most seniority makes their selection.

Shift bids will be made in writing on a department approved shift list. Shift bidding by proxy will be allowed as long as the bidding employee has submitted in advance, a signed memo to the Records Supervisor listing their bid preference in order.

Each Employee is responsible for submitting their shift bid within the designated time frame. Late submissions will not be honored, and any employee who does not submit their bid within the assigned time frame will be assigned a shift.

Eligibility for shift bidding will be limited to Employees assigned, or who have been notified that they will be assigned to the front office at the beginning of the Shift Assignment Period. Probationary Employees are excluded from shift bidding.

Mutually agreed upon shift assignment exchanges are disruptive to the unit. Any two Employees who negotiate a mutually agreed upon exchange in their shift assignments may do so with the approval of the Police Records Manager, as long as no other Employee was displaced from their shift bid preference by either of the Employees who wish to exchange shifts.

Voluntary shift exchanges shall not result in any adverse scheduling, shift coverage, or overtime.

Assignment of Shifts:

The Records Supervisor will identify the shift assignments for each eligible Employee, based on bidding preference and seniority. The Police Records Manager will review and approve the assignments prior to final posting.

Management Assignment Rights:

Pursuant to Article 16, Section 4, the movement of Employees may be necessary due to the reassignment of Employees to and from other assignments, unexpected absences of significant duration, and/or for purposes of resolving operational or administrative concerns. Should a position vacancy occur, the City will determine which shift, if any will remain unfilled.

The Records Supervisor may, at management discretion, be exempt from the shift bid, due to their administrative responsibilities.

Employees who are assigned to the Front Office after the close of shift bidding will be assigned to shifts at the discretion of the City.

The City maintains the management right to shift assignment for Probationary Employees. This includes the possibility that a non-probationary Employee may not be assigned to a shift of their preference, which is filled instead by a Probationary Employee.

The City shall have the discretion to reassign an Employee to another shift assignment when, in the judgment of the City, the Employee's conduct, performance, productivity and/or needed supervision dictate such assignment is in the best interests of the Tukwila Police Department. Involuntary movement shall not occur without cause and shall be subject to the grievance process.

The City maintains the right to assign an Employee to a specific shift or one of several specific shifts in order to comply with current labor law to make a reasonable accommodation under the American with Disabilities Act (ADA).

Nothing in the Agreement shall limit the City's Management Rights as spelled out in Article 16 of the current labor contract. The City retains the right to determine a schedule that will provide an adequate and efficient work force at all times.

Exemptions for Emergencies:

Pursuant to Article 16, Section 5, during the time of emergency, unusual occurrences, civil disorder or natural disaster, the provisions of this Agreement may be suspended by the City, and Employees may be assigned to duty without regard to Seniority. Seniority provisions will be restored as soon as reasonably possible.

SECTION 11. Training.

The City may adjust an employee's hours and regularly scheduled days off to accommodate training of twenty-four (24) hours or more in a one-week period, subject to the notice requirements in this section. The intent of this shift adjustment is to allow employees to participate in training and to better manage the cost of overtime. For trainings of less than twenty-four (24) hours, the City may only adjust an employee's hours and regularly scheduled day off if mutually agreed upon between the City and the employee in order to reduce overtime and afford the ability for the employee to attend requested training.

The City is required to provide the employee and Union with written notice of a shift adjustment at least seven (7) calendar days before the adjustment for training is to occur, unless the notice requirement is waived in writing by the Union. The City is limited to making only three (3) such adjustments per calendar year per employee and each adjustment may not last more than one (1) calendar week unless agreed upon between the employer and the employee.

Employees whose schedules are adjusted to attend training courses or conferences will be paid at time-and-one-half their regular rate of pay for any hours worked in excess of eight (8) hours

per day, and double time of their regular rate of pay for any hours worked in excess of twelve (12) hours per day.

If the training hours are less than the employee's scheduled shift, the employee has the option to return to work, work remotely, or take leave for the remainder of that shift. Employees should discuss remote work opportunities in advance with their supervisor, if choosing this option.

If training, travel and regularly scheduled work days exceed seven (7) consecutive days, the employee can trade the day before and/or the day after travel and training to decrease the number of consecutive days, with supervisory approval. Traded days and training days would be paid at straight time and must be taken during the impacted work weeks (Sunday-Saturday).SECTION 12. Rest Between Shifts. There shall be a ten (10) consecutive hour rest period (admin time) between the time the employee is off work until the start of their next shift. In the event that there is less than ten (10) consecutive hours off between shifts, the employee will be paid at their regular straight time rate for all hours they were scheduled and will report to work for the remainder of the shift following the rest period. The employee will not have their shift extended as a result of this paragraph. Employees must notify Department Supervision when they are going to take a mandatory 10-hour rest period.

ARTICLE 5 - SALARIES

SECTION 1. The Employer agrees to maintain salaries during the term of this Agreement as set forth in Schedule A.

Effective January 1, 2025, or the first full pay period following ratification, whichever is later, a percentage wage increase of 100% of the Seattle-Tacoma-Bellevue CPI-W (June to June) shall be added to the base wage schedule, with a two percent (2%) minimum and a five percent (5%) maximum..

Effective January 1, 2026, All members of the bargaining unit shall receive a cost-of-living adjustment equal to 100% of the Seattle-Tacoma-Bellevue CPI-W (June to June), with a two percent (2%) minimum and a five percent (5%) maximum.

Effective January 1, 2027, All members of the bargaining unit shall receive a cost-of-living adjustment equal to 100% of the Seattle-Tacoma-Bellevue CPI-W (June to June), with a two percent (2%) minimum and a five percent (5%) maximum.

SECTION 2. This Agreement shall be opened for the purpose of negotiating salaries for new classifications affecting employees in the bargaining unit. Such salaries shall become effective upon the agreement of the parties. Nothing in this section shall preclude the Employer from establishing new positions or classifications.

SECTION 3. A differential pay of two dollars (\$2.00) per hour above an employee's regular pay scale shall be paid for all hours worked between the hours of 1700 - 0700 (5:00 p.m. to 7:00 a.m.).

SECTION 4. Any member of the bargaining unit assigned by the Chief of Police, or their designee, the responsibility of training other Department personnel shall be paid a differential pay of five percent (5%) (above their regular pay scale) for the hours the employee is actually assigned by the Employer to train other Police Department personnel/staff as part of their training program, or other Police Department personnel/staff as part of their field training program.

SECTION 5. Deferred Comp: The Employer will match up to \$150 toward the employees' Deferred Comp contribution.

SECTION 6. Reclassification Reviews: When a member requests a reclassification review, the Employer will have ninety (90) days to complete the request. Any wage adjustment will be retroactive to the date the wage review was submitted to HR. The Employer may request an extension of time upon mutual agreement with the Union.

SECTION 7. Quartermaster Pay: If a USW member performs Quartermaster duties, they will be paid an additional 5% for the hours worked performing said duties.

SECTION 8 Accreditation Pay: The accreditation pay shall be one percent (1%) of an employee's monthly base wage and shall be paid as long as the Department maintains its accreditation.

ARTICLE 6 - DEPARTMENT WORK RULES

SECTION 1. Notification of Changes. The Employer agrees to notify the Union in advance of changes affecting working conditions of any employee covered by this Agreement and a conference in good faith shall be held thereon before such changes are placed in effect.

SECTION 2. Work Rotation. The rotation of personnel between shifts shall be to provide an adequate and efficient workforce at all times, as determined by the Employer.

SECTION 3. Personnel File. The personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files, including the personal photographs, shall be confidential and shall restrict the use of the information in the files to internal use by the Police Department. This provision shall not restrict such information from becoming subject to due process by any court of administrative tribunal. It is further agreed that information may be released to outside groups subject to the approval of both the Employer and employee, unless otherwise required by law. Nothing in this section shall prevent an employee from viewing their original personnel file in its entirety upon request. The Chief of Police, or their designee, and City Administrator shall have access to the individual personnel files in the normal course of their responsibilities. At the discretion of the Chief of Police, or their designee, file material shall be released to another law enforcement agency doing employment background upon proof of a signed release of the individual in question.

Inspection of Papers. The application and examination papers of a certified eligible shall be available for inspection by the appointing authority, the Chief of Police and the affected employee. Such papers shall also be made available to the elected or appointed officers of the Union at the request of the affected employee.

Employees shall have the right to review any and all items placed in their personnel file and shall have the right to request of the Chief of Police that any complaint to be withdrawn. In the event that such complaint is not withdrawn if such a request is made, the employee may invoke the provisions of Article 17. Except that no material shall be removed from the file during that period of time that the employee is specifically named in any civil litigation in their capacity as an employee which pre-dates or is relevant to the litigation.

The Employer shall have the right to purge employee files from time to time as deemed necessary, with all purged items being returned to the employee for their own disposition.

ARTICLE 7 - CLOTHING ALLOWANCE

SECTION 1. Uniformed Personnel shall receive a clothing allowance of \$300.00 per year.

Non-Uniformed personnel shall receive a clothing allowance of \$400.00 per year.

Each new employee will receive the full amount specified at the time of hire. During January of the year following hire, the new employee will receive a uniform allowance in a pro-rated amount.

SECTION 2. The purpose of such allowance for Uniformed Personnel is to clean and/or repair any equipment or clothing required by the Employer that is not furnished by the Employer.

The purpose of such allowance for Non-Uniformed Personnel is to purchase, clean and/or repair any Approved Business Attire.

The allowance shall be paid once annually to each employee on January 31 of the new year and is subject to a pro-rated deduction from the final pay check in the event an employee does not serve the entire twelve (12) months for which such payment was made with the exception of an employee who retires or expires, in which event no deduction shall be made.

SECTION 3. Uniforms shall be replaced on a quartermaster system, as needed and as approved by the Employer.

The City shall issue and maintain, if required by the position, a uniform badge for each non-commissioned new hire employee, to be maintained by the employee. The City shall retain ownership of this item.

SECTION 4. In the event that the Employer should change the clothing that is required by the Tukwila Police Department during the life of this Agreement, employees so affected by such changes shall be reimbursed for the entire cost of one (1) issue of such new clothing. Such reimbursement shall apply in the event that a change in clothing is required for a continuous and full-time purpose. During a transition period to new uniforms, the City and existing Union members shall work together on a suitable uniform for the employee(s). The parties agree that employees under a quartermaster system shall not be reimbursed for the cost of the uniform issued to the employee.

SECTION 5. "One (1) issue" of new clothing shall be based on the clothing required for the position. Records Specialist 1 jacket (lightweight) and 1 jacket (heavy weight). The City will

determine the style and specifications. Therefore, the primary duty attire for each position covered by this Agreement is listed below:

Uniformed Personnel

Police Support Officer
Evidence Technician
Evidence Technician Lead
Records Specialist

Non-Uniformed Personnel - Approved Business Attire

Police Administrative Specialist
Police Administrative Assistant
Community Engagement Coordinator
Police Crime Analyst
Victim Advocate

"One (1) issue" of new clothing shall be defined as follows:

Records Specialist

5 Long sleeve or 5 short sleeve shirts, or any combination thereof
4 pants
1 Lightweight Jacket
1 Heavyweight Jacket

Police Support Officer

5 Long sleeve or 5 short sleeve shirts, or any combination thereof
1 Uniform jacket
3 Pants
1 Vest
2 Uniform ties of matching or coordinated color
1 Uniform Jumpsuit (upon successful completion of probation)

Victim Advocate

1 Vest
1 Outer Carrier

Evidence Technician & Evidence Technician Lead

1 Vest
1 Outer Carrier
5 Long sleeve or 5 short sleeve shirts, or any combination thereof

3 Pants (long or short)
2 Jackets

Police Information Analyst
1 Outer Carrier and Vest

ARTICLE 8 - SICK LEAVE

SECTION 1. Employees shall be entitled to and awarded twenty-four (24) hours of sick leave with pay upon date of employment with the Employer and, after the completion of the third (3rd) month of continuous service, shall receive an additional eight (8) hours of sick leave with pay per month up to a carryover of seven hundred twenty (720) hours. Sick leave may be used for any authorized purpose under RCW 49.46.210.

SECTION 2. Separation of Employment. In the event an employee terminates their employment, or such employment is terminated for any reason whatsoever with the Employer prior to using their accumulated sick leave time, they shall be entitled to pay equal to twenty-five percent (25%) of the amount payable for any unused sick leave unless terminated during the probationary period.

SECTION 3. Part-Time Employees. Sick leave benefits for regular part-time employees will be pro-rated, e.g., an employee regularly scheduled to work 30 hours per week will receive 75% of sick leave benefits by regular full-time employees, i.e., employees regularly scheduled to work 40 hours per week.

SECTION 4. Employees who achieve and maintain a balance of 720 hours of sick leave, those hours earned above the carryover accrual of 720 hours (96 hours a calendar year) shall be cashed out at 25% of the total value and will be put into their individual HRA/VEBA plan account, at the employee's wage rate, each year of the duration of the labor agreement.

The United Steelworkers Bargaining group members have elected by majority vote to make a monthly contribution of \$100.00 per month (\$50.00 per pay check) that will be payroll deducted from their wages..

It is agreed by both parties that the Plan design in its entirety shall be reviewed as needed, but no more frequently than every three years.

SECTION 5. Employees assigned to an alternative schedule shall accrue sick leave benefits at 8 hours per month.

ARTICLE 9 - HOLIDAYS

SECTION 1. Non-Essential employees as defined under Article 11 -Definitions, shall observe the legal holidays designated by the Employer as listed below in accordance with existing City policy.

Holidays Listed. The following are established as holidays:

January 1	New Year's Day
Third Monday in January	Martin Luther King's Birthday
Third Monday in February	President's Day
Last Monday in May	Memorial Day
June 19	Juneteenth
July 4	Independence Day
First Monday In September	Labor Day
November 11	Veterans Day
Fourth Thursday in November	Thanksgiving Day
Fourth Friday in November	Day after Thanksgiving
December 25	Christmas
Employee's choice	2 Floating Holidays

In the event a holiday falls upon a Sunday, the following Monday shall be deemed to be the legal holiday. In the event the legal holiday falls on a Saturday, the preceding Friday shall be deemed to be the legal holiday.

Method of Payment:

Unworked Holidays. Eligible employees shall receive the normal straight time pay for unworked holidays taken in addition to their scheduled days off, those designated by City ordinance, at their base rate in effect at the time the holidays occur, plus shift differential pay, if applicable.

Unworked Holidays on Day Off. Employees shall receive eight hours holiday pay for unworked holidays which fall on a normally scheduled day off.

Worked Holidays. Employees who are required to work on holidays in accordance with existing City policy shall receive the pay due them for the above listed holiday plus time and one-half their base rate for all hours worked on such holiday, plus shift differential, if applicable. For purposes of computing holiday pay, employees shall be paid holiday pay for the shift that begins on the holiday.

To qualify for overtime pay on holidays worked, employees covered by this Agreement must have been on the payroll prior to the holiday and on pay status the normal workday before and the normal workday after the holiday.

Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one extra day of vacation with pay in lieu of that holiday as such, subject to the Chief of Police, or their designee's approval.

SECTION 2. Part-Time Employees. Holidays for regular part-time employees will be pro-rated, e.g., an employee regularly scheduled to work 30 hours per week will receive 75% of holiday benefits received by regular full-time employees, i.e., employees regularly scheduled to work 40 hours per week.

SECTION 3. In order to set forth the holiday compensation for employees who work an alternative work schedule (e.g., 4/10 or 9/80), the following shall apply:

Holidays-Regularly Scheduled Work Day: When a holiday is observed on the employee's regularly scheduled work day, and the employee is given the day off, the employee will be paid for eight (8) hours of Holiday Pay and use two hours of comp time or vacation time when working a 4-10 schedule.

Holidays-Regularly Scheduled Day Off: When a holiday is observed on the employee's regularly scheduled day off, the employee shall be paid eight (8) hours of Holiday Straight Time.

Holidays-Full Work Day: When a holiday is observed on the employee's regularly scheduled work day, and the employee works the entire shift, the employee shall be paid Holiday Overtime for all regular hours worked.

Holidays-Partial Work Day: When a holiday is observed on the employee's regularly scheduled work day, and the employee works a partial day, the employee shall be paid Holiday Overtime for the hours worked and the remaining hours will be listed as Holiday Pay hours.

SECTION 4. Employees regularly scheduled for eight (8) hour shifts will receive eight (8) straight time hours as holiday pay. Employees regularly scheduled ten (10) hour shifts will receive ten (10) straight hours as holiday pay. Employees regularly scheduled nine (9) hour shifts will receive nine (9) straight hours as holiday pay.

ARTICLE 10 - EDUCATION ALLOWANCE AND LONGEVITY PAY

SECTION 1. Education Incentive Pay. Any employee who has completed one (1) year of service with the Tukwila Police Department and is holding an A.A. Degree or (2) years of college (ninety credit hours) toward a Bachelor's Degree in an approved field of study will be awarded an incentive pay allowance of 2% of the employee's base pay per month, which shall be adjusted by years of service with the City of Tukwila Police Department pursuant to the Education/Longevity Chart set forth in Appendix "A", Section 2.

Any employee who has completed one (1) year of service with the Tukwila Police Department and is holding a B.S. or B.A. Degree in an approved field of study will be awarded an incentive pay allowance of 3% of the employee's base pay per month, which shall be adjusted by years of service with the City of Tukwila Police Department pursuant to the Education/Longevity Chart set forth in Appendix "A", Section 2.

Any employee who has completed one (1) year of service with the Tukwila Police Department and is holding a M.S. or M.A. in an approved field of study will be awarded an incentive pay allowance of 4% of the employee's base pay per month, which shall be adjusted by years of service with the City of Tukwila Police Department pursuant to the Education/Longevity Chart set forth in Appendix "A", Section 2.

Approved fields of study:

Law Enforcement

Sociology

Psychology

Public Administration

Business Administration

Political Science

Other work-related fields of study subject to the approval of the Chief of Police.

SECTION 2. Eligible employees must complete one (1) year of service with the Tukwila Police Department before becoming eligible for any educational allowance.

SECTION 3. In Service Training Agreements. Employees who are provided long- term training (in excess of four consecutive weeks) as a result of an assignment can be required, as a condition of assignment, to enter into a reimbursement agreement for costs of specialized training. Reimbursement would be computed based upon term of

agreement which shall not exceed twenty-four (24) months (i.e., 1124th per month on a 24-month contract). Training costs will be estimated at the time the contract is presented. Actual repayment will be based on actual or estimated costs, whichever is lower.

SECTION 4. Longevity Pay Allowance. For employees not participating in the Education Incentive Plan above, the following longevity pay is available as shown in Appendix "A", Section 2.

After 5 years	2% per month
After 10 years	3% per month
After 15 years	4% per month
After 20 years	5% per month
After 25 years	6% per month

ARTICLE 11 - DEFINITIONS

Essential employee shall be defined as an employee assigned to positions that provide 24-hour, 7 day a week coverage. Non-Essential employee shall be defined as employees assigned to other work schedules.

ARTICLE 12 - VACATIONS

SECTION 1. All employees will accrue vacation per pay period. Per pay period accruals will be based on the current total annual accrual amount divided by 24 pay periods, as illustrated in the following table:

YEAR	PAY PERIOD ACCRUAL (HOURS)	ANNUAL ACCRUAL (HOURS)
0-6 Months	0.00	48
7-12 Months	4.00	48
2	4.00	96
3	5.00	120
4	5.00	120
5	5.00	120
6	5.34	128

7	5.34	128
8	5.67	136
9	6.00	144
10	6.34	152
11	6.67	160
12	7.00	168
13	7.34	176
14	7.67	184
15	8.00	192

SECTION 2. Annual vacation shall be subject to the following rules:

- A. The minimum vacation allowance to be taken by an employee shall be in one (1) hour increments, unless approved for an amount less than (1) hour.
- B. Vacations shall be granted at such times that are mutually agreeable to both the Employer and employee.
- C. Temporary or intermittent employees who leave the employment of the City and later are re-employed shall, for the purpose of this Article, commence their actual service with the date of re-employment. For the purpose of this Article, "actual service" shall be determined in the same manner as for salary purposes.
- D. Maximum hours accumulation of vacation time shall not exceed that which is equal to two (2) years total at the highest eligible rate.
- E. On the death of an employee in active service, pay will be allowed for any vacation not taken prior to the death of such employee.

SECTION 3. Any City of Tukwila employee that is hired for a position covered by this Agreement will transfer their previously accrued vacation balance to their new position.

SECTION 4. Part-Time Employees. Vacation leave benefits for regular part-time employees will be pro-rated, e.g., an employee scheduled to work 30 hours per week will receive 75% of vacation leave benefits received of regular full-time employees, i.e., employees regularly scheduled for 40 hours per week.

ARTICLE 13 - PENSIONS

Pension benefits shall be received in accordance with the Public Employees Retirement System (PERS) and the Public Safety Employees Retirement System (PSERS) as currently in effect.

ARTICLE 14 - INSURANCE

SECTION 1. Medical Insurance

- A. Medical Insurance - Except as otherwise provided in this Article, the Employer shall contribute the premiums necessary to purchase medical care insurance for all full-time employees and their dependents under the City of Tukwila's Self-Insured Medical Plan. (Note: AWC plan A no longer exists). The Employer will pay 100% cost for members, and 90% cost of member's dependents.
- B. Kaiser-Permanente - For employees who elect medical coverage through Kaiser-Permanente, the Employer shall pay up to the maximum dollar amount contribution of the Self-Insured Plan for employee and dependent coverage. Any premium amounts in excess of the Employer's contribution shall be paid by the employee through payroll deduction. Coverage under the Kaiser-Permanente Plan shall be as determined by Kaiser-Permanente. The Employer will pay 100% cost for members, and 90% cost of member's dependents.
- C. Premium Cost Increases. The Employer shall continue to pay the premium cost increases for medical coverage under the Self-Insured Medical Plan up to a maximum increase of eight percent (8%) as part of the economic package. In the event the monthly premiums increase more than the agreed upon maximum 8% percent in a year, the Employer or the Union have the right to reopen the Agreement to negotiate changes in the Self-Insured Medical Plan benefit levels so that the increase in premium costs does not exceed the maximum increase agreed upon for that year.
- D. The Union agrees to participate on the City of Tukwila Healthcare Committee, if constituted. The members of the Healthcare Committee shall meet with City management and shall discuss and negotiate among the voting members on recommendations to the City with regard to changes in the Self-Insured Medical Plan benefit levels so that the increase in premium costs do not exceed eight percent (8%).

SECTION 2. Dental. Dental Coverage will be maintained for all employees and their dependents during the term of this Agreement under the City of Tukwila Self-Insured Dental Plan, or its replacement. All employees under this Agreement shall be required to participate. The cost for

such plan will be borne on the following basis: the Employer will contribute one hundred percent (100%) of the total premium for this coverage. (AWC WDS Plan A no longer exists)

SECTION 3. Optical Plan. Examination and eyeglasses/contact lenses for all employees and dependents covered under this Agreement will be paid for by the Employer. The City shall provide coverage for eye examinations, vision, and optical care to regular full-time employees and their dependents at the rate of \$250 per person, to a maximum of \$500 per family unit, per year.

SECTION 4. Life Insurance. The Employer shall pay one hundred percent (100%) of the total premiums of all life insurance of the benefits of the employee covered under this Agreement. The face value of said insurance policy shall be \$25,000 and shall include \$25,000 dismemberment clause.

SECTION 5. Disability Insurance. The Employer will pay the premiums for the Long-Term Disability (LTD) benefits plan provided by the Employer for bargaining unit employees during the term of the Agreement.

SECTION 6. The City retains the right to select all insurance carriers or to self-insure coverage as provided herein.

SECTION 7. Part-Time Employees. Insurance benefits for regular part-time employees will be pro-rated, e.g., an employee regularly scheduled to work 30 hours per week will receive 75% of insurance benefits received by regular full-time employees, i.e., employees regularly scheduled to work 40 hours per week.

SECTION 8. "Domestic partner". The City will extend dependent eligibility to an employee's domestic partner and their dependent children, under the City's medical plans (Self-Insured/Kaiser). The City will provide benefit coverage to a domestic partner of the same or opposite sex and dependent children on the same basis as provided to a spouse and dependent children.

ARTICLE 15 - DISCIPLINARY PROCEDURES

SECTION 1. The Employer retains the right to adopt rules for the operation of the Tukwila Police Department and the conduct of its employees, provided that such rules do not conflict with City

Ordinances, City and State Civil Service Rules and regulations as they exist or any provision of this Agreement. It is agreed that the Employer has the right to discipline, suspend or discharge any employees subject to the provisions published as Administrative Policy, City Ordinances, City and State Civil Service Rules and Regulations as they exist, and the terms of this Agreement.

SECTION 2. The following procedures shall apply to all employees during the complaint and disciplinary process.

A "disciplinary interview" shall mean questioning by a person in authority over an employee when the interviewer either knows or reasonably should know that the questioning concerns a matter that could lead to suspension, demotion or termination, as opposed to routine inquiries.

Every employee who becomes the subject of a disciplinary interview shall be advised, in writing, a minimum of 48 hours prior to the time of the interview:

That they are suspected of misconduct that could be grounds for termination, suspension or demotion;

That they have the right to Union representation during the interview; and

The general scope of the interview including the nature of the investigation in sufficient detail.

Any employee who becomes the subject of a criminal investigation may have legal Counsel present during all interviews. Nothing in this Agreement, however, shall be deemed a waiver of an employee's right to Union representation. A criminal investigation as used herein shall be interpreted as any action that could result in the filing of a criminal charge.

In criminal matters, employees will either be ordered to answer questions or informed that they are not required to answer the Employer's questions as a condition of employment.

Employees shall be informed, in writing, as to whether they are witnesses or suspects before any interview commences.

The employee or Employer may request that a disciplinary interview be recorded, either mechanically or by a stenographer. There can be no "off the record" questions. Upon request of the employee, the Employer shall provide an exact copy of any written statement the employee has made and a copy of the employee's taped/transcribed interview.

Interviewing shall be completed within a reasonable time and shall be done under circumstances devoid of intimidation or coercion. In all disciplinary interviews, the employee

shall be afforded an opportunity and facilities to consult privately with an attorney of their own choosing, before being interviewed. Such opportunity to contact and consult privately with a private attorney shall not unduly delay the disciplinary interview. The employee shall be entitled to such reasonable intermissions, as they shall request for personal necessities, meals, telephone calls and rest periods. The employee may be represented by either a private attorney or the Union during the interview, but not both.

All disciplinary interviews shall be limited in scope to activities, circumstances or events that pertain to the employee's conduct or acts that may form the factual basis for disciplinary action under one or more categories named above.

The employee will not be threatened with dismissal or other disciplinary punishment in an attempt to obtain their resignation, nor shall they be subjected to abusive or offensive language or intimidation in any manner. No promises or rewards shall be made as an inducement to answer questions.

No employee shall be required to unwillingly submit to a polygraph test.

The investigation shall be completed in a reasonable amount of time in light of the circumstances and the discipline shall be imposed within a reasonable amount of time after the conclusion of the interview

Should any section, sub-section, paragraph, sentence, clause or phrase in this article be declared unconstitutional or invalid, for any reason, such decision shall not affect the validity of the remaining portions of this article.

ARTICLE 16 - MANAGEMENT RIGHTS

SECTION 1. The Union recognizes the prerogatives of the Employer to operate and manage its affairs in accordance with its responsibilities and powers of authority.

SECTION 2. The Employer has the right to schedule overtime work as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and the public safety.

SECTION 3. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.

SECTION 4. The Employer reserves the right to discharge or discipline an employee for just cause. The Employer reserves the right to lay off personnel for lack of work or funds, or for the occurrence of conditions beyond the control of the Employer, or when such continuation of work would be wasteful and unproductive. The Employer shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed in accordance with Article IV of this Agreement.

Should the City decide that it is necessary to make changes in the normal work schedule (5/2, 4/10, 9/80), the City will submit the proposed change and reasons therefore to the local Union prior to the implementation of such change. The Union committee will not arbitrarily object to such change. In the event the City implements the schedule change over the objection of the Union committee and employees affected, the Union shall retain the right to submit its objections and reasons therefore to the Grievance Procedure, Article 17, as to the necessity for such change.

SECTION 5. No polices or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on City Officials as defined in the following:

The Ordinance responsibility of the Mayor as Chief Executive Officer of the City for enforcing the laws of the State and the City, passing upon Ordinances adopted by the City Council, recommending an annual budget, or directing the proper performance of all executive departments.

The responsibility of the City Council for the enactment of Ordinances, the appropriation of monies and final determination of employee's compensation.

The responsibility of the Civil Service Commission, as provided by ordinance, for establishing rules, certifying registers and the reviewing of appointments in the police service.

The responsibility of the Chief of Police and their delegates governed by Ordinance, Civil Service rules and Departmental rules, and as provided for in this Agreement, as follows:

To recruit, assign, provide training, transfer, or promote members to positions within the Department.

To take disciplinary action against members for just cause.

To relieve members from duties because of lack of work, lack of funds or for disciplinary reasons.

To determine methods, means, and personnel necessary for Tukwila Police Department operations.

To control the Tukwila Police Department budget.

To take whatever actions are necessary in emergencies in order to assure the proper functioning of the Tukwila Police Department.

Except as provided by this Article or elsewhere in this Agreement, the Union retains the right to bargain the impacts of management decisions on wages, hours and/or working conditions within the meaning of RCW 41.56.

ARTICLE 17- GRIEVANCE PROCEDURE

A "grievance" means a claim or dispute by an employee with respect to the interpretation or application of the provisions of this Agreement. It is specifically understood that any matters governed by Civil Service Rules or statutory provisions shall not be considered grievances and subject to the grievance procedure hereinafter set forth (except Union security provisions, which shall be governed by Article 20).

Issues of interpretation or application of the provisions of this Agreement not appealable to the Civil Service Commission shall be processed through the grievance procedure and shall constitute a waiver of the right to address the same issue in any other forum.

NOTE: For the purpose of this Article, "working days" refers to Monday through Friday, excluding holidays.

Step 1: An employee or Union must present a grievance in sufficient detail as to identify the claim or dispute within(10) working days of its alleged occurrence (or knowledge of the event giving rise to the grievance) to the employee's supervisor who shall attempt to resolve it within five (5) working days after it is presented to the Supervisor. If the supervisor is unable to resolve the grievance, the supervisor will provide a response in writing.

Step 2: If the employee is not satisfied with the solution of their immediate supervisor, and elects to proceed forward, then the grievance committee shall present a written grievance to the Senior Manager within five (5) working days of receipt of the supervisor's written response. The grievance shall include section(s) of Agreement allegedly violated, facts of the case, and remedy sought. The Senior Manager shall attempt to resolve he grievance within five (5) working days after it is presented to him/her and will provide a written response.

Step 3: If the employee is not satisfied with the solution by the Senior Manager, the written grievance, along with all other pertinent materials, may be presented to the Police Chief or their designee by the Union President or their designee within then (10) working days. The Police Chief or their designee shall attempt to resolve the grievance within ten (10) working days after it is presented to them.

Step 4: If the employee is not satisfied with the solution by the Chief of Police, the written grievance, along with all other pertinent materials, may be presented to the Mayor or their designee by the Union President or their designee within ten (10) working days. Within ten (10) working days of said notice, the USW Staff Representative, or their designee, and the Mayor or designee shall schedule a meeting to discuss and attempt to resolve the grievance. The Mayor or their designee shall attempt to the USW Staff Representative within ten (10) working days of said meeting.

Step 5: If the grievance is not resolved by the Mayor, or their designee, and the Union desires to proceed further, the grievance shall be referred to arbitration. In any case, the Union shall notify the City, in writing, within fifteen (15) working days after receiving the Mayor's answer whether the Union desires to proceed further. Any appeal of a grievance to arbitration not made in writing by the Union within fifteen (15) working days after the Mayor's, or their designee's answer shall be considered resolved.

Step 6: In the event that arbitration is invoked, and if within five (5) calendar days the Employer and the Union cannot mutually agree upon an arbitrator, then the parties will request a list of eleven (11) arbitrators from FMCS and each party shall strike from that list one (1) name until there is only one (1) name remaining on the list, and this individual shall constitute the arbitrator.

It shall be the function of the arbitrator to hold a hearing at which the parties may submit their cases concerning the grievance. The arbitrator shall render their decision based on the interpretation and application of the provisions of the Agreement within thirty (30) calendar days after such hearing. The decision shall be in writing together with specific facts. The decision shall be final and binding upon the parties to the grievance.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the provisions of this Agreement. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator's decision shall be final and binding upon the parties to the grievance. The City, the Union and any bargaining unit member shall not have a right to bypass the arbitration provisions of this Agreement and resort to litigation or any other forum to appeal a grievance based on rights under this Agreement.

Expenses incurred by the arbitrator shall be paid equally by both parties. Otherwise, each party shall be responsible for paying any costs of presenting its own case, including attorneys' fees and witnesses.

Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or change any of the present provisions of this Agreement.

The City of Tukwila and the Union agree that employment shall be consistent with applicable State and Federal laws regarding discrimination.

If a grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered "waived" and not be further pursued by the employee or the Union. Time limits may be extended by mutual agreement of both parties. The party requiring additional time shall specify in writing the extension period needed. If a grievance is not appealed to the next step within the specific time limit or any agreed upon extension thereof, it shall be considered settled on the basis of the City's last answer.

If the City does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The term "employee" for the purpose of this Article may mean the employee accompanied by their Union representative if they so desire.

Litigation or any other contest of any subject matter involving an employee or the Union in any court or other available forum shall constitute an election of remedies and a waiver of the right to arbitrate the matter.

ARTICLE 18 - NO STRIKE AND NO LOCKOUT

SECTION 1. No Strike. During the life of this Agreement, neither the Union nor any officer, agent, or employee will instigate, promote, sponsor, engage in, or condone any strike (including sympathy strike), slowdown, concerted stoppage of work, or "sick- outs."

SECTION 2. No Lockout. During the term of this Agreement, the City will not instigate a lockout over a dispute with the Union so long as there is no breach of Section 1.

SECTION 3. Union Official Responsibility. Each employee who holds the position of officer or steward or committeeman of the local Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In the event of a violation of Section 1 of this Article, the Union agrees to inform its members of their obligations under this Agreement, and to direct them to return to work.

ARTICLE 19 - LEAVES

SECTION 1. Discretionary Leaves. The City may, at its sole discretion, grant a leave of absence under this subsection, except for illness, injury, or pregnancy, to any bargaining unit employee for good and sufficient reason. The City shall, at its sole discretion, set the terms and conditions of the leave, including whether or not the leave is to be with pay.

SECTION 2. Military Leave. Military leave shall be granted in accordance with applicable law.

SECTION 3. Jury Leave. Full-time employees covered by this Agreement who are required to serve on a jury shall sign their jury duty checks over to the City. The City shall compensate such employees at their regular rate of pay, for each hour actually spent on jury duty up to the number of hours regularly scheduled on that work day.

SECTION 4. Bereavement Leave. An employee who has a member of his/her immediate family taken by death or who has been notified by a physician in attendance of imminent death may request to use up to fifty-six hours of leave of absence with pay.

The employee will give as much notice as possible in proximity to the event. Immediate family shall be defined as: spouse, registered domestic partner, mother, father, mother-in-law, father-in-law, children (including registered domestic partner's children in compliance with City Policy & Procedure #02-02-14), brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren and any person acting in the capacity of a parent to the employee as a child (applying "in loco parentis" doctrine).

SECTION 5. Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment without the expressed written consent of the Chief of Police.

SECTION 6. Part-Time Employees. Leaves benefits for regular part-time employees will be pro-rated, e.g., an employee regularly scheduled to work 30 hours per week will receive 75% of leaves benefits received by regular full-time employees, i.e., employees regularly scheduled to work 40 hours per week.

ARTICLE 20 - SAVINGS CLAUSE

SECTION 1. If any article of this Agreement or any addenda hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby and the parties shall enter immediate collective bargaining negotiations for the purpose of arriving at a mutual satisfactory replacement of such article.

SECTION 2. If any provisions of this Agreement are found by a court of competent jurisdiction to be in conflict with current Civil Service Rules and regulations, the letter shall prevail except in Union security provisions, in which case, the provisions of Article 20 shall prevail. The Employer agrees that in the event that any provision of Civil Service Rules and Regulations are suspended, abolished or modified, collective bargaining shall proceed immediately with respect to any items what as a result of such change may come within the discretion of the Employer, and the results of such bargaining shall be made a part of this Agreement.

ARTICLE 21 - ENTIRE AGREEMENT

SECTION 1. The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statements, customs or past practices that have not been adopted in writing and agreed upon shall add to or supersede any of its provisions.

SECTION 2. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly agree to waive the right to

oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE 23 DURATION OF AGREEMENT

Unless otherwise provided herein, this Agreement shall become effective January 1, 2025. It shall remain in force until December 31, 2027.

When there is a conflict between any collective bargaining agreement reached by an employer and a bargaining representative on a Union security provision and any charter, ordinance, rule or regulation adopted by the public employer or its agents, including but not limited to a civil service commission, the terms of the collective bargaining Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have set their hands.

Approved this _____ day of _____, 2024.

FOR THE EMPLOYER
CITY OF TUKWILA

FOR THE UNION
United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial and
Service Workers International Union, on
behalf of Local 9241-04

Thom
as McLeod, Mayor

Leo W. Gerard, International President

Stanley Johnson, Int'l Secretary/Treasurer

Thomas M Conway, International Vice
President (Administration)

Fred Redmond, International Vice President
(Human Affairs)

Gaylan Z. Prescott, Director, District 12

Ron Espinoza, Sub-District Director

Ryan M. Meyhoff, Staff Representative

Jonathan Long, Unit -Chair – Local 9241

SCHEDULE "A"-WAGE SCHEDULES [TO BE UPDATED, INCLUDING TITLE UPDATES]

POLICE NON-COMMISSIONED AGREEMENT
UNITED STEELWORKERS
AND
THE CITY OF TUKWILA

SECTION 2.1 - 2025 Wages

January 1, 2025: A percentage wage increase of 100% of the Seattle-Tacoma-Bellevue CPI-W (June to June) shall be added to the base wage schedule, with a two percent (2%) minimum and a five percent (5%) maximum.

Wage Steps		2025	Hourly
Records/Probation	00-12 mo	5438	31.37
Records Specialist III	13-24 mo	5701	32.89
Records Specialist II	25-36 mo	5984	34.52
Records Specialist I	37-48 mo	6274	36.20
Records Specialist	49+ mo	6726	38.80
Lead Records/Probation	00-12 mo	6008	34.66
Lead Records Specialist III	13-24 mo	6304	36.37
Lead Records Specialist II	25-36 mo	6618	38.18
Lead Records Specialist I	37-48 mo	6940	40.04
Lead Records Specialist	49+ mo	7425	42.84
Police Support Officer/Probation	00-12 mo	6831	39.41
PSO III	13-24 mo	7179	41.42
PSO II	25-36 mo	7537	43.48
PSO I	37-48 mo	7913	45.65
PSO	49+ mo	8116	46.82
Evidence Tech/Probation	00-12 mo	6319	36.46
Evid Tech III	13-24 mo	6640	38.31
Evid Tech II	25-36 mo	6970	40.21
Evid Tech I	37-48 mo	7317	42.21
Evid Tech	49+ mo	7595	43.82
Community Policing/Probation	00-12 mo	8107	46.77

CPC III	13-24 mo	8509	49.09
CPC II	25-36 mo	8933	51.54
CPC I	37+ mo	9381	54.12
Police Information Analyst/Probation	00-12 mo	7163	41.33
PIA III	13-24 mo	7361	42.47
PIA II	25-36 mo	7898	45.57
PIA I	37+ mo	8804	50.79
DV Advocate/Probation	00-12 mo	6379	36.80
DV Advocate III	13-24 mo	6698	38.64
DV Advocate II	25-36 mo	7034	40.58
DV Advocate I	37-48 mo	7385	42.61
DV Advocate	49+ mo	7919	45.69
Support Ops Admin Specialist/Probation	00-12 mo	6010	34.67
SOAS III	13-24 mo	6310	36.40
SOAS II	25-36 mo	6627	38.23
SOAS I	37-48 mo	6956	40.13
SOAS	49+ mo	7305	42.15
Patrol Admin Assistant	00-12 mo	5505	31.76
PAA III	13-24 mo	5780	33.35
PAA II	25-36 mo	6069	35.01
PAA I	37-48 mo	6372	36.76
PAA	49+ mo	6733	38.84
Evidence Tech Lead/Probation	00-12 mo	6717	38.75
ETL III	13-24 mo	7053	40.69
ETL II	25-36 mo	7405	42.72
ETL I	37-48 mo	7775	44.86
ETL	49+ mo	8319	48.00