

**Teamsters Local Union No. 763
And
City of Redmond
Interest Arbitration
Arbitrator: Eugene V. Wolfe
Date Issued: 02/03/1978**

**Arbitrator: Wolfe; Eugene V.
Case #: 01268-I-77-00046
Employer: City of Redmond
Union: Teamsters; Local 763
Date Issued: 02/03/1978**

IN THE MATTER OF ARBITRATION

Between

_____)	
CITY OF REDMOND, WASHINGTON)	
AND)	Case No. 1268 - 77 - 46
_____)	
TEAMSTERS LOCAL UNION NO. 763)	REPORT AND DECISIONS
February 3, 1978)	(Pursuant to RCW 41.56)
_____)	

ARBITRATION PANEL

**V. Eugene Wolfe, Chairman; Jon L. Rabine,
Secretary-Treasurer, Teamsters Local 763;
John D. Lawson, City of Redmond.**

APPEARANCES

**For TEAMSTERS LOCAL UNION NO. 763
Russ Christensen, James Taylor**

For THE CITY OF REDMOND, WASHINGTON

Arnold Gibson, Matthew Durham, Ronald W. Haworth, R.W. Sheehan

BACKGROUND

Initial negotiations between the City of Redmond, Washington, and Teamsters Local Union 763 began on April 15, 1977. After eleven meetings, the last one ending August 22, 1977, a stalemate had been reached. With conjoint agreement, the two parties proceeded into mediation process in an attempt to resolve their differences. After three meetings with a state mediator there was failure in negotiations. Pursuant to RCW 41.56, the City of Redmond and Teamsters Union Local No. 763 sought arbitration through the Washington State Public Employment Relations Commission.

Through determinations by the arbitration panel and the parties concerned, it was agreed that ten (10) issues would be arbitrated.

ISSUES ARBITRATED

- | | |
|-------------------------------|-----------------------------------------|
| 1. Union Security | 6. Holidays |
| 2. Dues Check-off | 7. Training |
| 3. Work Period | 8. Health, Welfare and Insurance |
| 4. Overtime | 9. Wages |
| 5. Callback/Court Time | 10. Term of Agreement |

DECISIONS

ISSUE NO. 1 - UNION SECURITY

It shall be a condition of employment that all employees of the employer, covered by this Agreement, who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing and those who are not members on the execution date of this Agreement, shall on or before the thirty-first (31) day following the execution date of this Agreement, become and remain members in good standing in the Union, or in lieu thereof pay each month a service charge equivalent to regular union dues to the Union as a contribution towards the administration of this Agreement. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on the thirty-first (31) day following the beginning of such employment, become and remain members in good standing in the Union, or in lieu thereof pay each month a service charge equivalent to regular union dues to the Union as a contribution towards the

administration of this Agreement. Provided: Objections to joining the Union which are based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member will be observed. Any such employee shall pay an amount of money equivalent to regular union dues to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fees. The employee shall furnish written proof to the Union that such payment has been made.

ISSUE NO. 2 - DUES CHECK-OFF

Upon receipt of a voluntarily signed authorization by an employee covered by this Agreement, the Employer shall deduct from the employee's wage the regular monthly Union membership dues payable by him to the Union during the period provided for in the signed authorization, provided, however, that no such authorization shall be irrevocable for a period of more than one year or beyond the termination date of this Agreement, whichever occurs sooner. The Employer will remit said monthly dues to Teamsters Local Union No. 763 on a monthly basis.

ISSUE NO. 3 - WORK PERIOD

Patrol Division: The workweek shall consist of six (6) consecutive days; each workday shall consist of eight (8) hours on duty with sixteen (16) hours off duty. Each six (6) day workweek will be followed by two (2) consecutive 24-hours days off, except that on every fifth week, four (4) consecutive days will be taken off.

Non-Patrol Division: The workweek shall consist of five (5) consecutive days. Each workday shall consist of eight (8) hours on duty with sixteen (16) hours off duty. Each five (5) day workweek will be followed by two (2) consecutive 24-hour days off.

A workday will include at least a 30-minute lunch break and two 15-minute coffee breaks. All employees are subject to immediate call during coffee and lunch breaks.

The above schedules-shall apply except for regularly scheduled shift changes, and for bona fide emergencies, declared by the Mayor or Chief of Police, which could not otherwise be anticipated and which require overriding the schedule.

ISSUE NO. 4 - OVERTIME

Overtime as used in this Agreement shall mean that time an employee works in excess of eight (8) hours in a workday or forty (40) hours (forty-eight (48) hours for Patrol Division) in any workweek, which shall be compensated at the rate of one and one-half times the regular hourly rate. A workweek is defined as any 7-day period for the Non-Patrol Division and an 8-day work cycle for the Patrol Division.

All overtime shall be authorized in writing by the Chief of Police or his designee, in advance or within 24 hours after the work has been performed in order to qualify as paid or compensatory time. Overtime will be adjusted by compensatory leave or by overtime pay in accordance with the heretofore agreed-upon Article on Compensatory time.

ISSUE NO. 5 - CALLBACK/COURT TIME

Employees called back to service after completing a duty shift, while on their day off, or more than three (3) hours before the start of their regular shift, shall be compensated for actual time spent, but in no event shall compensation be less than three (3) hours at the overtime rate as provided for in the Article regarding Overtime.

Employees called back to service after completing a duty shift, while on their day off, or more than three (3) hours before the start of their regular shift, to make court or subpoenaed appearances in City court, where the City is a party involved, or resulting directly in connection with a dispatched call, shall be compensated for the actual time spent, but in no event shall such compensation be less than three (3) hours at the overtime rate as provided for in the Article on Compensatory Time, provided that any compensation received by such employee for said appearances shall be credited or turned over to the Employer.

Employees called back or who make court or other subpoenaed appearances while on off duty shall be required to perform solely that specific assignment for which they were specifically called out.

Employees called back while on vacation or leave of absence will be reimbursed reasonable transportation costs required to return to duty, provided the employee is more than 100 miles away from his home.

There shall be no compensation for callbacks occasioned

by the employee's own neglect or where a case is dismissed by the court due to error or omission by the officer except where beyond the officer's control.

Court appearances made by an employee that are not covered by the second paragraph of this Article shall be subject to review by a three-member panel, at least one being of equal rank, if overtime compensation is denied. Notice shall be given by the employee as provided in the Article concerning Grievance Procedure.

ISSUE NO. 6 - HOLIDAYS

The following days shall be considered Holidays for all employees covered by this Agreement:

New Year's Day	Labor Day
Lincoln's Birthday	Thanksgiving Day
Washington's Birthday	The Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Veteran's Day

All employees shall be paid at their regular rate of pay for the ten appointed Holidays; provided, if work be performed on any said Holiday the employee will be compensated at the rate of time-and-one-half for that portion of the shift that falls within the appointed Holiday. Each employee shall have the option, subject to the approval of the employer, of electing compensatory time in lieu of monetary compensation for work done on specified Holidays.

ISSUE NO. 7 - TRAINING

When any employee is required to attend law enforcement training courses, unless otherwise paid for, the entire costs shall be borne by the Employer, by making arrangements to be billed by the school in advance for tuitions and actual expenses incurred, by reimbursement, or by a combination of these methods. Whenever permitted by state law, the Employer shall make every effort to obtain authorization for payment of expenses in advance to the end that the employee will not be required, to the extent possible, to attend such schools under a "pay-out-of-your-own-pocket-and-be-reimbursed" arrangement.

Any employee who by attending any required training on the individual's normally scheduled days off shall be given

compensatory time off for days lost at a later date except for basic academy training and breathalyzer course.

The following training will be provided Clerk-Dispatchers by the City of Redmond:

During duty time:

- 1) Care and Custody of Prisoners.**
- 2) Booking Procedures.**

Voluntary, during off-duty time:

- 3) Basic First Aid Courses.**
- 4) Care and Use of Firearms - including an issue of annual minimum of 75 rounds of ammunition for target practice on firing range.**
- 5) A minimum of 8 hours every 6 months spent in a patrol car riding with a Commissioned Officer or the Duty Sergeant.**

ISSUE NO. 8 - HEALTH, WELFARE AND INSURANCE

The Employer agrees to provide such medical coverage, for those employees to whom it applies, as is mandated by RCW Chapter 41.26, the Law Enforcement Officers and Fire Fighters Retirement System Laws of 1969, as revised (hereafter called L.E.O.F.F. System).

The Employer agrees to cover all employees in the bargaining unit and their dependents under the City's Group Medical and Dental Insurance Program and further agrees to pay the premium for the employees and their dependents' coverage.

It is understood and agreed that if there is an increase in premiums needed to maintain the present level of benefits, during the life of this Agreement, the Employer agrees to maintain such benefits at the cost determined by the insurance carrier or, by option of the Employer, through another insurance carrier.

The Employer shall carry adequate insurance, to the extent available, for employees covered by this Agreement against liability for the performance of their duties with the premiums for such insurance borne by the Employer.

The Employer and the eligible employees shall make required financial contributions to the L.E.O.F.F. disability and pension system with the benefits of this program to be available for all eligible employees as provided by state law.

ISSUE NO 9. - WAGES

Each employee covered by this Agreement shall receive the salary set forth as follows:

- 1) Effective January 1, 1978: Increased by 1% plus the CPI increase, August to August;**
- 2) Effective January 1, 1979: Increased by 1% plus the CPI increase, August to August;**
- 3) Effective January 1, 1980: Increased by 1% plus the CPI increase, August to August.**

ISSUE NO. 10 - TERM OF AGREEMENT

This Agreement shall be effective January 1, 1978, and shall remain in force through December 31, 1980, and may be extended thereafter by mutual agreement; provided, that the salary schedule set forth in this document shall be subject to amendment on January 1, 1979, and January 1, 1980.

All other Articles of the Mediated Agreement, not specified by the Issues covered in this Agreement, were accepted by both parties .

**Eugene Wolfe,
Arbitration Chairman**