

**ORDINANCE NO. 042-19**

**AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, APPROVING THE AGREED MODIFICATION OF A PROVISION CONTAINED IN BOTH THE CITY'S COLLECTIVE BARGAINING AGREEMENTS WITH THE POLICE GUILD REPRESENTING PATROL OFFICERS AND THE POLICE GUILD REPRESENTING SERGEANTS; PROVIDING FOR SEVERABILITY AND PUBLICATION; AND SETTING AN EFFECTIVE DATE.**

**WHEREAS**, during the negotiations for the 2019-2021 collective bargaining agreements with the Patrol Officer Employees and Sergeant Employees, the City and the Port Orchard Police Guild agreed to remove language that defined "Educations and Warnings" as discipline; and

**WHEREAS**, during the negotiations for the 2019-2021 contract, the parties failed to identify and modify an additional reference to "Educations and Warnings" in those collective bargaining agreements; and

**WHEREAS**, the City and the Guild are in agreement that the additional provision in those agreements referencing "Educations and Warnings" should be revised for clarity; now, therefore,

**THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, DO ORDAIN AS FOLLOWS:**

**SECTION 1.** The City Council hereby authorizes the Mayor to sign a Memorandum of Understanding with the Police Guild representing the Patrol Officer Employees to modify the language of Article 6.5 of the 2019-2021 collective bargaining agreement to reflect the language as presented in the Memorandum of Understanding which is attached hereto as Exhibit A.


**SECTION 2.** The City Council hereby authorizes the Mayor to sign a Memorandum of Understanding with the Police Guild representing the Sergeant Employees to modify the language of Article 6.5 of the 2019-2021 collective bargaining agreement to reflect the language as presented in the Memorandum of Understanding which is attached hereto as Exhibit B.

**SECTION 3. Severability.** If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

**SECTION 4. Publication.** This Ordinance shall be published by an approved summary consisting of the title.

**SECTION 5. Effective Date.** This Ordinance shall take effect and be in full force and effect five days after publication, as provided by law.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this 8<sup>th</sup> day of October 2019.



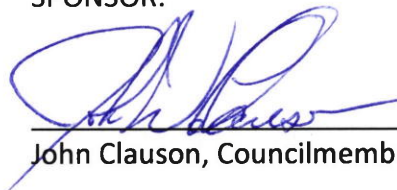
Robert Putaansuu, Mayor

ATTEST:



Brandy Rinearson, MMC, City Clerk

SPONSOR:



John Clauson, Councilmember

APPROVED AS TO FORM:



Sharon Cates, City Attorney



PUBLISHED: October 18, 2019

EFFECTIVE DATE: October 23, 2019

Memorandum of Understanding  
Amended to the **AGREEMENT** by and between  
CITY OF PORT ORCHARD, WASHINGTON  
and  
PORT ORCHARD POLICE GUILD  
(Representing Patrol Officer Employees) dated  
January 1, 2019 through December 31, 2021

THIS AMENDMENT is supplemental to the AGREEMENT by and between the CITY OF PORT ORCHARD, WASHINGTON (the "City") and the PORT ORCHARD POLICE GUILD (the "Guild") (representing Patrol Officer Employees), dated January 1, 2019 through December 31, 2021.

WHEREAS, during the negotiations for the current contract, the City and the Guild agreed to remove language that referred to "Education and Warnings" as discipline; and

WHEREAS, during the negotiations for the current contract, an additional reference to "Education and Warnings" was not identified and modified; and

WHEREAS, both parties are in agreement that the language should be revised for clarity;

NOW THEREFORE, the City and the Guild have entered into this Memorandum of Understanding ("MOU") to revise Article 6.5 of the contract to read as follows:

6.5 In the event a grievance is not satisfactorily settled after presentation to the Mayor, the Guild, if it so chooses, may submit the matter to arbitration under the following procedures. A written request for arbitration must be made by the Guild within thirty (30) calendar days after receipt of the Mayor's decision. In regard to each case reaching this step, the parties will attempt to agree on an arbitrator to hear and decide the particular case. If the parties are unable to agree on an arbitrator within ten (10) working days of the submission of the written request for arbitration, either party may request a list of nine (9) names from the Public Employment Relations Commission (PERC). An arbitrator shall be selected by alternating strikes, the first strike to be determined by a flip of a coin. The arbitrator shall hold a hearing and accept pertinent evidence submitted by both parties and shall be empowered to request such data as he/she deems pertinent to the grievance. Each party to the proceedings may call such witnesses as may be necessary. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. The hearing shall be kept private and shall include only the parties in interest and/or their designated representatives and witnesses.

PORT ORCHARD POLICE GUILD

CITY OF PORT ORCHARD

  
\_\_\_\_\_  
Nathan Lynch, President

  
\_\_\_\_\_  
Robert Putaansuu, Mayor

10/15/2019  
\_\_\_\_\_  
Date

10/9/19  
\_\_\_\_\_  
Date

Memorandum of Understanding  
Amended to the **AGREEMENT** by and between  
  
CITY OF PORT ORCHARD, WASHINGTON  
and  
PORT ORCHARD POLICE GUILD  
(Representing Sergeant Employees) dated  
January 1, 2019 through December 31, 2021

THIS AMENDMENT is supplemental to the AGREEMENT by and between the CITY OF PORT ORCHARD, WASHINGTON (the "City") and the PORT ORCHARD POLICE GUILD (the "Guild") (representing Sergeant Employees), dated January 1, 2019 through December 31, 2021.

WHEREAS, during the negotiations for the current contract, the City and the Guild agreed to remove language that referred to "Education and Warnings" as discipline; and

WHEREAS, during the negotiations for the current contract, an additional reference to "Education and Warnings" was not identified and modified; and

WHEREAS, both parties are in agreement that the language should be revised for clarity;

NOW THEREFORE, the City and the Guild have entered into this Memorandum of Understanding ("MOU") to revise Article 6.5 of the contract to read as follows:

- 6.5 In the event a grievance is not satisfactorily settled after presentation to the Mayor, the Guild, if it so chooses, may submit the matter to arbitration under the following procedures. A written request for arbitration must be made by the Guild within thirty (30) calendar days after receipt of the Mayor's decision. In regard to each case reaching this step, the parties will attempt to agree on an arbitrator to hear and decide the particular case. If the parties are unable to agree on an arbitrator within ten (10) working days of the submission of the written request for arbitration, either party may request a list of nine (9) names from the Public Employment Relations Commission (PERC). An arbitrator shall be selected by alternating strikes, the first strike to be determined by a flip of a coin. The arbitrator shall hold a hearing and accept pertinent evidence submitted by both parties and shall be empowered to request such data as he/she deems pertinent to the grievance. Each party to the proceedings may call such witnesses as may be necessary. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. The hearing shall be kept private and shall include only the parties in interest and/or their designated representatives and witnesses.

PORT ORCHARD POLICE GUILD

  
\_\_\_\_\_  
Nathan Lynch, President

10/15/2019  
\_\_\_\_\_  
Date

CITY OF PORT ORCHARD

  
\_\_\_\_\_  
Robert Putaansuu, Mayor

10/9/19  
\_\_\_\_\_  
Date