RESOLUTION NO. 012-13

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PORT ORCHARD, THE POLICE GUILD, AND DALE SCHUSTER REGARDING UNUSED SICK, HOLIDAY, AND VACATION LEAVE

WHEREAS, on May 19, 2013, Sergeant Dale Schuster terminated his employment as a Port Orchard Police Sergeant to accept the position of Police Commander with the Port Orchard Police Department; and

WHEREAS, the Sergeant position is subject to terms and conditions set forth in Collective Bargaining Agreement (CBA) 014-13 while the Police Commander position is an exempt employee and is not subject to the CBA; and

WHEREAS, the City, the Police Guild, and Dale Schuster desire to document their agreement concerning the treatment of Officer Schuster’s sick, holiday, and vacation leave; now, therefore,

THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

THAT: The Port Orchard City Council approves the Memorandum of Understanding No. 061-13, between the City, the Port Orchard Police Guild, and Dale Schuster, a copy of which is attached as Exhibit A, and authorizes the Mayor to sign said Agreement.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage this 25th day of June 2013.

[Signature]
Timothy C. Matthes, Mayor

ATTEST:

[Signature]
Brandy Rinearson, CMC, City Clerk
Memorandum of Understanding
By and Between
The City of Port Orchard
and
The Port Orchard Police Guild
and
Dale Schuster

Regarding

Dale Schuster’s Accrued Sick, Holiday, and Vacation Leave

This Memorandum of Understanding (“MOU”) is entered into by and between the CITY OF PORT ORCHARD, WASHINGTON (“City”), the PORT ORCHARD POLICE GUILD (“Guild”), and DALE SCHUSTER (“Mr. Schuster”). The purpose of this MOU is to address the treatment of Mr. Schuster’s accrued, but unused, sick, vacation, and holiday leave upon the termination of employment as a Police Sergeant to accept the position of Police Commander with the City.

Section 1 – Terms

1.1 Mr. Schuster’s Accrued Sick Leave

1.1.1 The City will cash out 400 hours of Mr. Schuster’s accrued, but unused, sick leave after his promotion to the position of Police Commander. The City shall make this payment directly to Mr. Schuster’s medical health/voluntary employees’ beneficiary association account (“HRA/VEBA”). (See Section 12.1.1 of the Collective Bargaining Agreement 014-13 between the City and the Guild). Mr. Schuster will not be eligible for any type of sick leave cash out in the future.

1.1.2 After the sick leave cash out referred to in Section 1.1.1 above, Mr. Schuster will have 563 hours of accrued, but unused, sick leave. The City shall permit Mr. Schuster to carry forward (after his promotion to the Police Commander position) the foregoing sick leave balance for his use in a manner consistent with City policy. Additionally, Mr. Schuster shall begin to accrue further sick leave (as the Police Commander) in accordance with the City’s Personnel Polices Manual and applicable benefits resolutions. None of the sick leave referenced in this Section 1.1.2 (i.e., the 563 hours of sick leave carried forward and any subsequent sick leave accrued by Mr. Schuster as the Police Commander) shall have any cash value and may not be “cashed out” by Mr. Schuster under any circumstance.

1.2 Mr. Schuster’s Accrued Holiday and Vacation Leave

1.2.1 The City shall permit Mr. Schuster to carry forward (after his promotion to the Police Commander position) 96 hours of his accrued, but unused, holiday leave for his use in a manner consistent with City policy. Additionally, Mr. Schuster shall begin to accrue further

MOU by and Between the City of Port Orchard, the Port Orchard Police Guild, and Dale Schuster
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holiday leave (as the Police Commander) in accordance with the City’s Personnel Policies Manual and applicable benefits resolutions. None of the holiday leave referenced in this Section 1.2.1 (i.e., the 96 hours of holiday leave carried forward and any subsequent holiday leave accrued by Mr. Schuster as the Police Commander) shall have any cash value and may not be “cashed out” by Mr. Schuster under any circumstance. Furthermore, Holiday Leave is a use or lose benefit and cannot be carried forward from year-to-year.

1.2.2 The City shall permit Mr. Schuster to carry forward (after his promotion to the Police Commander position) 232 hours of his accrued, but unused, vacation leave for his use in a manner consistent with City policy. Additionally, Mr. Schuster agrees to relinquish 80 hours of “bonus leave” previously earned for years of service and shall begin to accrue further vacation leave (as the Police Commander) in accordance with the City’s Personnel Policies with “bonus days” beginning at 64 hours per year effective on his anniversary date of September 26, 2013. Mr. Schuster will be entitled to one (1) bonus day (8 hours) of vacation leave beginning his first year of completed service as Police Commander, continuing each year, to a maximum not to exceed 144 hours. The maximum allowable vacation leave to be carried over shall not exceed 240 hours in accordance with the City’s Personnel Policies.

Section 2 - Signatures

By signing below, the parties hereto agree that: (i) the above represents each party’s full and entire agreement with respect to this MOU; (ii) this MOU is entered into freely and voluntarily by each party; and (iii) this MOU shall not be interpreted to create a past practice.

City of Port Orchard                                      Port Orchard Police Guild

By: [Signature]                                      By: [Signature]

Timothy C. Mathes, Mayor                              Charles Schandel, President

ATTEST:

By: [Signature]

Dale Schuster

Date: June 20, 2013                                   Date: 6-20-13

MOU by and Between the City of Port Orchard, the Port Orchard Police Guild, and Dale Schuster