ORIGINAL

By and Between

CITY OF GRANDVIEW

POLICE DEPARTMENT AGREEMENT
DISPATCH & CORRECTIONS

And

TEAMSTERS LOCAL No. 760

JANUARY 1, 2013 THROUGH DECEMBER 31, 2016

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ARTICLE 1 - PURPOSE OF AGREEMENT

1.1 This Agreement is made by and between the CITY OF GRANDVIEW, WASHINGTON, a Municipal Corporation, hereinafter referred to as the "Employer," and TEAMSTERS LOCAL NO. 760 hereinafter referred to as the "Union," for the purpose of fixing the scale of wages, schedule of hours and the general working conditions affecting the employees.

ARTICLE 2 - RECOGNITION

2.1 The Employer recognizes the Union as the certified collective bargaining representative for all regular full time and regular part time non uniformed personnel of the City's Police Department, including clerks, dispatchers, matrons, animal control officer and Corrections officer, with the exception of the Chief of Police, Assistant Police Chief, Sergeants, and Patrolman.

ARTICLE 3 - UNION SECURITY AND DUES CHECK-OFF

3.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement shall, on or before the thirtieth (30th) calendar day following the beginning of such employment, or the execution date of this Agreement, whichever is later, join the Union; or agree to pay to the Union the sum equal to the regular initiation fee and regular monthly dues commencing on or before the thirtieth (30th) calendar day following the beginning of such employment, or the execution date of this Agreement, whichever is later.

3.1.1 If an employee covered by this Agreement has an objection or is forbidden, based upon bona fide religious tenet or teaching of a church or religion to which he belongs, such employee shall pay an amount of money equivalent to the regular Union initiation fees and regular union dues to a non-religious 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 regular fees and monthly dues. Should an employee exercise this option, the Union and the employee may enter into an agreement to provide for a division of the costs incurred, should the employee request the Union's assistance in pursuing a grievance on the employee's behalf.

3.1.2 The Union agrees to represent all employees within the bargaining unit without regard to Union membership. The Union shall provide the Employer with thirty (30) calendar days' notice of any change in the dues structure and/or the initiation fee structure

3.2 When an employee fails to fulfill the obligation as set forth in Section 3.1 or 3.1.1, the Union shall provide the employee and the Employer with thirty (30) calendar days' notification of the Union's intent to initiate discharge action and during this period the employee may make restitution in the amount which is overdue. If an employee has not fulfilled the Union membership obligation and/or other provisions as described in Section 3.1 or 3.1.1 by the end of the applicable discharge notification period, the Union shall thereafter notify the Employer in writing, with a copy to the affected employee, of such employee's failure to abide by Section 3.1 or 3.1.1. In this written notice, the Union shall specifically request discharge of the employee for failure to abide by the terms of the Labor Agreement between the Employer and the Union.

3.3 When the Employer hires a new employee, the Employer shall, within fourteen (14) calendar days of the date of employment, notify the Union in writing giving the name, social security number, hire date, address, and classification of the employee hired.

3.4 When provided a "voluntary check-off" authorization in the form furnished by the Union and signed by an employee, the Employer agrees to deduct from the employee's pay, the Union's applicable dues, and/or service fees, as prescribed in the "voluntary check-off" form. The full amount of monies so deducted by the Employer shall be promptly forwarded to the Union by check along with an alphabetized list showing names and amounts deducted from each employee. The Union agrees to defend and hold the Employer harmless against all suits, orders or judgments brought or issued which may arise from the Employer making a good faith effort to administer this section.

ARTICLE 4 - RIGHTS OF PARTIES

4.1 **Management Rights:** The Union recognizes and agrees that the Employer has core management rights to manage and direct the affairs of the Employer without bargaining about the decisions in all its various aspects, including, but not limited to the right to: manage, direct and supervise all operations of the work force; to assign overtime; to plan, direct, control and determine all the operations and services of the Employer; to determine the means, methods, organization and number of personnel by which operations and services are to be conducted; to establish the qualifications for employment; to hire, assign, transfer and promote employees; to demote, suspend without pay, discipline or discharge employees for just cause (Probationary employees without just cause); layoff employees due to lack of work, lack of funds or reorganization; to make and enforce reasonable rules and regulations for the Department; to change and/or eliminate existing methods, equipment and/or facilities; to make any and all decisions pertaining to budgetary and fiscal matters; and to take whatever action is necessary in the event of an emergency.

4.2 **Union Rights:** Except as indicated in Section 4.1 above, the Union does not waive any right the Union has under applicable State Laws including, but not limited to, the right to require the Employer to bargain collectively concerning any subject matter held by State Laws to be mandatory which is not otherwise covered by this Agreement.

4.3 **Employee Rights:** All employees shall be entitled to and afforded the rights common to any citizen, regardless of occupational position and as set forth by State law and any constitutional amendment against self-incrimination. These rights shall include but are not limited to: The opportunity to contact and consult with an attorney of his own choosing, or a representative of the Union, before and/or during any interrogation which could lead to disciplinary action.

ARTICLE 5 - DEFINITIONS OF EMPLOYEES

5.1 **Regular Part-Time Employee:** A Regular Part-Time employee is one who has successfully completed his/her probationary period, (which is twelve (12) calendar months), and who may work less than eight (8) hours per day or forty (40) hours per week. Such employee(s) shall be paid hourly in accordance with the applicable job classification. A regular part-time employee is entitled to a pro-rata share of sick leave, vacation, and holiday benefits. For each month a regular part-time employee works or is compensated for at least eighty-five (85) hours, said employee will receive pro-rata sick leave and

vacation benefits in ratio to that of a regular full-time employee. Regular part-time employees are entitled to medical benefits pursuant to Article 15. Employees who are hired as regular full-time while serving in a regular part-time capacity shall receive credit for all time served as a regular part-time employee towards satisfying the twelve (12) month probationary period.

5.2 **Regular Full-time Employees:** A regular full-time employee is one who has successfully completed his probationary period and is employed on a full time basis of forty (40) hours per work week. Nothing in this section shall guarantee a forty (40) hour work week. A regular full time employee is entitled to accrue the full benefits of the conditions of this Agreement, and shall be paid in accordance with the salary schedule of this Agreement.

5.3 **Probationary Employees:** An employee shall serve a twelve (12) month probationary period. A probationary employee shall work under the terms of this Agreement but can be terminated at any time during the probationary period without just cause and without any recourse. The Employer will provide a verbal reason at the time of termination. Such discharge or discipline during the probationary period by the Employer is not grievable under this Agreement. A probationary employee shall be eligible for benefits under this Agreement. Examples of state mandated benefits are: Retirement, Worker's Compensation, Unemployment Compensation, Family Leave, Family Care and F.I.C.A. This list is for illustrative purposes only and is not all-inclusive. An employee who is promoted to another classification and who is unsuccessful in satisfactorily completing the trial period may revert to the previous position, displacing any other employee filling that position. The probation period may be, by mutual agreement between the Employer and the Union, extended up to an additional one hundred eighty (180) calendar days if the employee's performance warrants such action. The extended probation period may also be waived by mutual agreement between the Employer and the Union.

5.3.1 In cases of extreme emergency (sudden serious illness or injury to employee or a family emergency) a probationary employee may use sick leave with approval of the Police Chief or his designee. If the employee fails to pass probation, he will have such sick leave used deducted from his final paycheck.

5.4 **Employer:** Wherever the term Employer is used in this agreement it shall mean the City Administrator and the Chief or his designee.

ARTICLE 6 – SENIORITY

6.1 No employee shall acquire seniority until he has become a regular employee under this Agreement. Said regular employee is one who has successfully completed his probationary period as referenced in Article 5, Section 5.3.

6.2 The lists of employees arranged in order of departmental seniority with the Employer shall be given to the Union annually upon request by the Union. Should more than one employee have the same hire date, the individuals involved will determine seniority by use of their Civil Service examination ranking. Any controversy over the seniority standing of any employee on this list shall be handled as a grievance for settlement.

6.3 Departmental seniority shall be determined by Civil Service classification and shall be in accordance with the Rules and Regulations of the Grandview Civil Service Commission.

6.4 The seniority of an employee shall be considered broken, all rights forfeited, and there is no obligation under this Agreement to rehire when the employee:

6.4.1 Voluntarily leaves the service of the Employer

6.4.2 Is discharged for just cause

6.4.3 Is laid off for a period in excess of twelve (12) consecutive calendar months

6.4.4 Is absent from work because of an illness or injury not to exceed twelve (12) consecutive calendar months unless extended by the Employer or as provided by LEOFF.

6.4.5 Fails to return to work upon recall from an indefinite lay-off within seven (7) calendar days after receipt of written notice from the Employer at his last known address appearing on the Employer's records.

6.5 There shall be no deduction from continuous service from any time lost which does not constitute a break in service as set forth herein, except as provided in Article 7.10, Leaves of Absence.

6.6 **Layoff and Recall:** In the laying off or recalling employees, there shall be no discrimination. Skill and ability being approximately equal, the senior employee shall have preference. "Skill" and "ability" shall be interpreted to mean the skill and ability to do an available job in a workman like manner. The Employer shall be the judge of the skill and ability of his employees, but such judgment must be fairly and reasonably exercised. Necessary training will be provided to person(s) changing duties/responsibilities as soon as practicable, but not to exceed six months unless extended by mutual agreement.

6.6.1 In the event of a layoff, the Employer agrees to give the employees a minimum of seven (7) calendar days notice and each employee shall give the Employer at least seven (7) calendar days notice prior to leaving city employment. This shall not apply to dismissals carried out under Article 16.

6.6.2 Should either party fail to give the seven (7) calendar days notice, that party shall be subject to the penalty of wages at the contract rate for each day not so notified to the maximum of seven (7) calendar days, holidays excepted.

ARTICLE 7 - DEFINED LEAVES

7.1 **Sick Leave:** Employees shall accrue hours equal to their shift sick leave for each month of continuous employment and may accumulate to a limit of one thousand eight hundred (1800) hours. Regular full-time employees hired prior to 01/01/2007 shall receive fifty percent (50%) of their accrued sick leave paid out in hours upon death, retirement or upon leaving employment under good terms after twenty (20) years of service with the City of Grandview provided they have a minimum of 360 hours in said bank. Regular full-time employees hired after 01/01/2007 shall receive twenty-five percent (25%)

of their accrued sick leave, paid out in hours upon leaving employment after twenty (20) years under good terms, retirement or death from the City of Grandview provided they have a minimum of 360 hours in said bank (retirement as defined by DRS).

7.1.1 **Accrual:** Employees earn one (1) day of sick leave, commensurate with his/her scheduled shift, for their first month of employment if they are placed on the payroll on or before the fifteenth (15th) of the month and actually work continuously through the rest of that month. Terminating employees do not receive leave credits for the month in which they terminate unless they actually work continuously through the fifteenth (15th) of the month.

7.1.2 Regular part-time employees as defined in Article 5, Section 5.1, shall accumulate sick leave on the basis of forty-six thousandths (.046) times the regular hours worked per month (exclusive of overtime) not to exceed ninety-six (96) hours annually. Regular part-time employee's sick leave may accumulate to a limit of three hundred sixty (360) hours.

7.2 A deduction of the number of sick leave hours equivalent to the length of shift shall be made for each full day's absence due to the following reasons: Non- occupational personal illness or physical disability or quarantine of an employee by a physician for non-occupational related disability. Deduction for the use of sick leave shall be the equivalent of the length of shift to which an employee is assigned. For example, if an employee is assigned to an 8-hour shift then 8 hours will be deducted, if assigned to a 10-hour shift then 10 hours will be deducted and/or if assigned to a 12-hour shift then 12 hours will be deducted. The rate of sick leave pay shall be the same per day as that paid the employee per working day. Should an eligible employee use less than eight (8) hours of sick leave, such sick leave will be deducted for the actual time away from the job on an hour-for-hour basis.

7.3 If unable to report to work because of illness or injury, the employee shall report his reason for absence to his immediate supervisor or the dispatcher on duty, at least one (1) hour prior to his scheduled work shift, unless the exigency of the circumstances dictate otherwise. Failure to provide proper notification may constitute abandonment of duties. After three (3) days of sick leave usage per calendar year, the Police Chief or his designee may require a doctor's statement from the employee verifying the employee's condition which prevented him or her from working. Said doctor's statement if required shall be paid for by the Employer unless fully covered by medical insurance.

7.3.1 Any employee found to have abused the provisions of a defined leave privilege by falsification or misrepresentation shall be subject to disciplinary action.

7.4 **Emergency Family Leave:** When a regular full-time or regular part-time employee suffers a serious illness/injury of a member of his immediate family, he may, with the approval of his Department Head, be absent from duty not more than five (5) consecutive working days on any one (1) occasion. Serious illness/injury shall be defined as that requiring immediate emergency treatment, or which is potentially incapacitating or life threatening, including injury/accident or comparable illness. Such absence shall be withdrawn from the employee's emergency/sick leave bank. Immediate family shall be defined as spouse, child, parent, brother, sister, father-in-law, mother-in-law, or other relative living in the employee's household.

7.5 **Bereavement Leave:** Bereavement leave may be granted up to forty (40) work hours per occurrence for immediate family members of the employee (the following is the definition for immediate family of the employee: Parent, child, spouse, brother, sister, son-in-law, daughter-in-law, grandparent, grandchild, and equivalent step relatives); up to 24 work hours per occurrence for other extended family members (i.e., aunts, uncles, nieces, nephews or cousins)where out of town that includes overnight travel is required; up to 4 hours per occurrence for close friends and acquaintances that may have resided within normal commute area of the employee residence. Employees may make written request to their respective department directors asking for exceptions to these guidelines, which describe the justification for a request to deviate from the bereavement time off.

7.5.2 When an employee is an actual participant in a funeral ceremony, he may be granted a reasonable time off to perform such duty. Time not worked because of such absence shall not affect vacation or sick leave accrued.

7.6 **Childbirth Leave:** A regular full-time or regular part-time employee may be absent for the birth of a child by the employee's spouse. Under normal circumstances, the absence will be limited to not more than three (3) consecutive days, with Department Head approval, and shall be withdrawn from the employee's emergency/sick leave bank.

7.7 **Maternity Leave:** Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from, shall apply equally to married and unmarried women, and are for all job-related purposes, to be considered temporary disabilities. Accrued sick leave may be used for childbearing or related circumstances as set forth above. If the period of disability because of childbirth or related circumstances extends beyond the employee's accrued sick leave, then she may request a leave of absence as per Article 7, Section 7.10. To be eligible for sick leave because of childbearing or related circumstances, a female employee shall give her Employer two (2) weeks' notice, if possible, of her anticipated date of departure and intention to return. For purposes of this policy, a four (4) week period of recovery after childbirth or related circumstances shall be considered as reasonable in the absence of extenuating circumstances. Female employees cannot categorically be denied the opportunity to work during the entire period of pregnancy, but may continue working as long as the individual and her physician concur in her ability to work, and the demands of the job are satisfied. A doctor's certificate of release may be required upon her return to work. The employee's return to work shall be governed by R.C.W 49.60 and W.A.C. 162-30-020.

7.8 **Worker's Compensation:** All employees of the bargaining unit will be covered by State Worker's Compensation or some program with equal or better benefits. Any employee who is eligible for time off because of an on-the-job injury shall be paid sick leave. Any State Industrial benefit received by the employee shall be endorsed to the Employer. Upon receipt of this compensation by the Employer, the employee shall be credited with sick leave on a pro-rata basis of the State Industrial benefit to the original amount of sick leave taken. Sick leave benefits shall be limited to that amount which the employee has accumulated.

7.9 **Military Leave:** A regular employee who is an active member of any organized reserve of the Armed Forces of the United States, shall be entitled to and granted a military leave of absence from his/her employment for a period not exceeding twenty-one (21) days during each year beginning October 1 and ending the following September 30. Such leave shall be granted in order that the

employee shall be able to participate in his/her mandatory active training duty. Such military leave shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. Verification of military orders may be required. The employee shall, in advance, provide an official copy of his/her military orders, if available

7.10 **Leaves of Absence:** A leave of absence is an approved absence, including medical leave of absence, from employment without pay and without loss of seniority. The Employer may grant a leave of absence for a period of up to twelve (l2) calendar months. Such leaves shall be in writing with a copy to the Union. Requests for leave renewal will be granted at the discretion of the Employer. The request must be in writing and must be submitted sixty- (60) calendar days prior to the effective date. Employees granted a leave of absence in accordance with this provision shall suffer an adjustment in seniority equal to the length of leave. Exception: Where the leave is for thirty- (30) calendar days or less, no adjustment in seniority shall occur.

7.11 The parties jointly and separately agree to follow the mandatory features of the State Family Care and Family Leave Acts and the Federal Family Leave Act. The parties specifically understand and agree that permissive aspects of the State Family Care and Family Leave Acts as well as the Federal Family Leave Act shall not be enforceable, nor shall the Employer be obliged to conform to such permissive provisions, except as has been the practice or as otherwise mutually agreed.

ARTICLE 8 - COMPENSATION FOR WITNESS OR JURY DUTY

8.1 When a regular employee covered by this Agreement is summoned for Jury Duty or is subpoenaed as a witness in any matter during or arising out of his employment, in any municipal, county, state or federal court, he shall advise the Employer upon receipt of such call or subpoena, and if taken from his work for such service, shall be reimbursed as provided herein for any loss of wages while actually performing such service. The employee will sign over to the employer his Jury duty pay excluding those monies for travel and meal allowances. An employee who is suing the Employer or who is party to such a suit shall not receive compensation as mentioned above, but shall instead, do so entirely on his own.

8.1.1 Should an employee report for such service and be excused for the balance of that day, he shall report as soon as possible to his Employer for the purpose of working the balance of his special (jury duty or subpoenaed witness) shift. This special shift shall be consistent with the court appointed time.

8.2 **Voting Leave:** When an employee's work schedule is such that he or she would not be able to vote prior to or after his or her normally scheduled working hours, he or she shall be granted a reasonable time off duty to vote without loss of pay, accrued vacation, or sick leave.

ARTICLE 9 - VACATIONS

9.1 All eligible employees shall accrue and be granted the following vacation benefits:

VACATION SCHEDULE:

Upon hire..... .....3.333 hours per month
Twenty-four (24) Months of Service .....6.666 hours per month
Seventy-two (72) Months of service.....10 hours per month
One hundred twenty (120) Months of Service...13.333 hours per month

A five (5) day, eight (8) hour employee shall receive eight (8) hours additional vacation for each year over twenty (20) years, a four (4) day, ten (10) hour employee shall receive ten (10) hours additional vacation for each year over twenty (20) years, and a three (3) day, twelve (12) hour employee shall receive twelve (12) hours additional vacation for each year over twenty (20) years.

9.2 Accrued vacation shall be paid to all employees at their regular rate of pay pursuant to the above schedule, when the employee is discharged, is laid off, quits, or retires.

9.3 The vacation period of each qualified employee shall be set with due regard to the desire, seniority, and preference of employees, consistent with the efficient operation of the department, as determined by the Chief of Police. Further, the employee's vacation year will be the same as his employment year.

9.4 Vacation leave may be used as accumulated. As of December 31st of each year no employee shall be permitted to have an accumulated amount of accrued vacation leave in excess of two hundred forty (240) hours. On a voluntary basis an employee may request and receive cash in lieu of up to eighty (80) hours vacation in each calendar year with the approval of the Department Head, providing that each employee must take a minimum of two (2) weeks as actual rest/vacation if eligible.

ARTICLE 10 - HOLIDAYS

10.1 Legal paid holidays to be observed by the City are:

New Year's Day	January 1
M. L. King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day following Thanksgiving	Fourth Friday in November
Christmas Day	December 25

Floating Holiday (l) At employee's choice

10.1.1 In addition, all other holidays recognized by the City will be paid for and observed as those listed above.

10.2 The "floating" day shall be chosen by mutual agreement of the employee and the Department Head. If any such holiday falls on a Saturday, it shall be observed on the preceding Friday. If any such holiday falls on a Sunday, it shall be observed on the following Monday.

10.3 If any of the above holidays are specified State legal holidays and are also Federal legal holidays but observed on different dates, only the State legal holidays shall be recognized as a paid legal holiday.

10.4 Holidays which occur during vacation or sick leave shall not be charged against such leave.

10.5 Regular full-time employees shall be credited with eleven (11) shifts of holiday time with pay effective January 1st, annually. Said time must be taken during the calendar year earned or the leave time will lapse December 31st. If an employee leaves employment for any reason prior to the occurrence of any of the holidays referenced in Section 10.1 above, the employee shall not be paid for the holidays yet to occur. If the employee has taken holidays prior to their occurrence, and leaves employment for any reason, the appropriate amount shall be deducted from the employee's last paycheck. Likewise, the employee will be paid for all holidays, which occur but are not taken prior to leaving.

10.6 All work performed on one of the above-mentioned holidays shall be compensated at one and one half (1 ½) times the employee's regular hourly rate excluding the floating holiday.

ARTICLE 11 – EMPLOYEES' RIGHTS

11.1 The following language is incorporated as follows:

Adopted by Resolution 2011-27 on June 14, 2011

This article does not apply to Probationary Employees.

No employee shall, by reason of his/her employment, be deprived of any rights or freedoms which are afforded to other citizens of the United States by the United States Constitution, subject to Policies and Procedures of the Grandview Police Department. In addition, the Department shall inform me of, and provide me with the protection afforded me under the doctrines set forth in Garrity v. New Jersey, 386 U.S. 993 (1967), Gardner v. Broderick, 392 U.S. 273 (1968), and their progeny, should this report (statement) be sued for other than disciplinary purposes.

The employee will be required to answer any questions involving non-criminal matters under investigation. Prior to any questioning, the employee will be notified in writing and acknowledge receipt of the following:

> "You are about to be questioned as part of an internal investigation being conducted by the Grandview Police Department. Today's date is _____ current Time is

_____Location of interview _____. You are hereby ordered to answer the questions which are put to you which relate to your conduct and/or job performance and to cooperate with this investigation. Your failure to cooperate with this investigation can be the subject of disciplinary action in and of itself, including dismissal. The statements you make or evidence gained as a result of this required cooperation may be used for administrative disciplinary purposes but will not be used or introduced into evidence in a criminal proceeding."

Section 1 – Bill of Rights. All employees within the bargaining unit shall be entitled to the protection of what shall hereafter be termed as the "Police Officers Bill of Rights." The wide ranging powers and duties given to the Department and its members involve them in all manner of contracts and relationships with the public. Of these contacts come many questions concerning the actions of members of the force. These questions often require an immediate investigation by superior officers designated by the Chief of Police. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated.

(a) Notification of formal internal investigation.

1. Within forty-eight (48) hours of the Department starting a formal internal investigation, said employee who is the subject of the complaint shall be informed in writing of the nature of the investigation, and advised of their rights, unless notification may prejudice the integrity of the investigation.

2. Any employee who is the subject of the complaint shall be informed in writing of the nature of the investigation and advised of their rights at least forty-eight (48) hours before any interview of the employee begins.

3. The affected employee may waive the requirement to wait forty-eight (48) hours. Written notice shall include sufficient information necessary to reasonably apprise the employee of the allegations of such complaint.

4. No employee will be interviewed over a subject that the Employer knows or should know will result in an economic sanction without providing the notice required by this subsection.

5. This does not preclude the Employer from asking the employee general questions to see if there is a need for a formal internal investigation.

(b) Recording Interviews. The Union stipulates that the interview of an employee during an investigation may be audio recorded and if so a copy shall be provided to each party. Upon mutual agreement between the City and the Union representative, including agreement on the placement of the audio-visual equipment, the interview of an employee may be audio-visually recorded. The City will provide a copy of the audio-visual recording to the Union representative immediately or within twelve (12) hours following the completion of the interview.

1. Any interview of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise. Where practicable, interviews shall be scheduled for the day time.

2. The interview shall take place at the Police Station facility, except where impractical. The employee shall be afforded the opportunity and facilities to contact and consult privately with an attorney of the employee's own choosing and/or a representative of the Union. Said employee's attorney and/or Union representative and/or Union attorney may be present during the interview but shall not participate in the interrogation except to counsel the employee, provided that the Union representative, employee attorney, or Union attorney may participate to the extent permitted by the law.

3. The questioning shall not be overly long and the employee shall be entitled reasonable intermissions as the employee shall request for personal necessities, meals, telephone calls, and rest periods.

4. Prior to the disclosure of investigation made in subsection (c) of this section, the employee shall not be subjected to any offensive language, nor shall the employee be threatened with dismissal, transfer, or other disciplinary punishment as a guise to obtain the resignation of the employee nor shall the employee be intimidated in any manner. No promises or reward shall be made as an inducement to answer questions. This does not preclude allowing us, as an employer, to suggest resignation as an option should circumstances dictate.

5. It shall be unlawful for the City to require any employee covered by this agreement to take or be subjected to any polygraph or any polygraph type of examination as the condition of continued or continuous employment or to avoid any threatened disciplinary action. By mutual agreement, the parties may stipulate to a polygraph examination.

(c) Disclosure of Investigation. An employee who is the subject of an investigation shall be provided written notice if the investigation is not concluded within sixty (60) calendar days. The notice shall include a projected completion date and a brief and informative explanation of the delay. If it is determined that the investigation will take longer than an additional sixty (60) calendar days, the Chief or his designee shall notify the Union. The preceding requirement does not apply to criminal investigations. No later than five (5) business days (Monday through Friday) prior to a pre-disciplinary meeting (Loudermill), the employee shall be advised of the results of the investigation and the recommended disposition and shall be furnished a complete copy of the investigation report, provided that the Employer is not required to release statements made by persons requesting confidentiality where the request was initiated by such persons, and provided further, such confidential statements may not be relied upon to form the basis of discipline. The employee and his/her representative shall be allowed up to fourteen (14) calendar days to perform an independent investigation prior to the pre-disciplinary meeting (Loudermill), with additional time for good cause, as determined by the Chief or his designee. The employee and any representative of the employee are prohibited from contacting any

witnesses or complainants in the investigation until such time as the disclosure of investigation described in this subsection occurs.

(d) Use of Deadly Force Situations. When an employee, whether on or off duty, uses deadly force which results in the injury or death of a person, or discharges a firearm in which no injury occurs, the employee shall not be required to make a written or recorded statement for forty-eight (48) hours after the incident except that immediately following the incident the employee shall verbally report to a superior a brief summary of the incident and any information necessary to secure evidence, identify witnesses, or apprehend suspects. The affected employee may waive the requirement to wait forty-eight (48) hours.

(e) Psychological or Medical Evaluations. When the Chief or his designee believes that an employee is psychologically or medically unfit to perform his/her duties, the Employer may require the employee to undergo a psychological or medical examination in accordance with current standards established by the Washington Association of Sheriffs and Police Chiefs, the International Association Chiefs of Police, the American with Disabilities Act, and other applicable State or Federal laws. Consultations with the City's Employee Assistance Program are not considered psychological or medical examinations. If the first psychological and/or medical examination by the Employer's medical provider results in a finding of unfit for duty, the Employer has the right to immediately place the employee on administrative leave pending further proceedings. If the Union and/or employee desire that a second psychological and/or medical examination be conducted by a medical provider who is qualified to conduct such examinations then the Union and employee shall notify the Employer within five (5) calendar days of release of the results of the first examination and shall arrange for the second examination to be conducted and concluded within ten (10) calendar days of release of the first examination results. The second examination shall be at the expense of the Union and/or employee. If the second examination disagrees with the results of the first examination (one indicates unfit and the other fit for duty) then a third examination will be performed by a medical provider who is qualified to conduct such examinations and who is selected by mutual agreement between the Employer and the Union. The expenses of such third examination shall be shared equally by the Employer and the Union. The third examination shall be conducted and concluded within ten (10) calendar days of the release of the second examination results. The outcome of the third examination concurring with either the first examination results or the second examination results shall be final and binding on the Employer, the Union and the employee. The examinations process and the results shall not be subject to the grievance procedures. If the employee is found to be unfit for duty, then the employee shall be terminated unless treatment can rehabilitate the employee to fit for duty status within six (6) months of the last examination results except where such treatment timing (6 months) would create an undue hardship on the City in which case the employee shall be terminated.

ARTICLE 12 - HOURS OF WORK – OVERTIME

12.1 The normal work week shall consist of forty (40) compensated hours for each full time employee, unless they are working twelve hour shifts. The normal workday shall consist of eight (8) hours.

12.1.1 The twelve (12) hour workday shall consist of twelve (12) hours of work including a half (1/2) an hour paid lunch and three (3) fifteen (15) minute rest periods. The above schedule may be revised to cover bona fide emergencies. These revised schedules will be temporary and will be returned to the normal schedule upon resolution of the emergency(s) or sooner if agreed to by the parties. Schedules may be adjusted by mutual agreement of an employee, the Union and Employer. An employee may be changed to an eight (8) hour shift for training, provided said employee will not be forced to use unscheduled accrued personal leave.

12.1.2 The normal two (2) week work period shall consist of four (4) twelve (12) hour days one week and three (3) twelve (12) hour days the other week. All work performed beyond the employees regular scheduled shift or over eighty hours in a two (2) week period shall constitute overtime and shall be paid at one and one half (11/2) times the employees straight time rate of pay.

12.1.3 Work days shall be scheduled consecutively. Exception: Emergencies or shift rotations.

12.1.4 The Chief of Police may alter the conditions set forth in 11.1.1, and 11.1.2 for just cause when required in order to meet the public interest. The animal control officer shall work a forty (40) hour week when required to meet the public interest as scheduled by the Chief of Police.

12.2 Each work shift shall include a thirty (30) minute meal period as near to the middle of the shift as possible and two (2) fifteen (15) minute rest periods or three (3) fifteen minute rest periods if working twelve (12) hour shifts, to be taken at the employee's discretion so as not to interfere with normal business of the department. When two (2) or more commissioned patrol officers are on duty, the dispatcher on duty at that time will be entitled to a thirty (30) minute uninterrupted meal break upon advising the supervisor on duty. While on the meal break, the dispatcher should be in close proximity to the dispatch area in the event an emergency arises. Employees may be required to respond to emergency situations during meal and rest periods.

12.2.1 The parties agreed in a Memorandum of Understanding to the following for the process for Dispatcher Rest and Meal periods.

> Two fifteen (15) minute rest periods may be taken away from the dispatch area at the employee's discretion, so as not to interfere with normal business of the Department. During rest periods, the employee should remain in close proximity to the Police Department.
>
> One thirty (30) minute meal period shall be taken as near the middle of the shift as possible.

When two (2) or more patrol officers are on duty at the same time, the dispatcher will be entitled to a thirty (30) minute uninterrupted meal period upon advising the supervisor on duty. While on the meal period, the dispatcher should be within city limits with a radio and able to return to the station in a timely fashion.

Dispatchers may call a meal order into a local establishment and make arrangements to either have it picked up by themselves or by a patrolman as staffing and time allow.

Officers will accommodate this process in every way possible.

12.3 The shifts to which employees are assigned on a regular rotating basis shall be stated on the semi-annual departmental work schedule. Should it be necessary in the interest of efficient operations to establish shifts departing from the assigned shift, the Chief of Police will give notice of such change to the individual as far in advance as is reasonably practical. Employees may exchange shifts when unforeseen circumstances arise provided they first request and receive approval in writing from the Chief of Police or his designee. Such exchange in shifts shall not, by itself, constitute a basis for entitlement to overtime compensation.

12.4 **Overtime:** employees covered by this Agreement shall be paid one and one-half (1 & 1/2) times their regular straight time hourly rate for all compensated hours in excess of forty (40) hours in a work week.

12.4.1 All overtime shall be paid for in increments of one-half (l/2) hour with the major portion of one-half (l/2) hour being paid as one-half (l/2) hour.

12.4.2 There shall be no pyramiding of overtime.

12.5 **Callback:** An employee who is required to return to work less than two (2) hours prior to the beginning of a regularly assigned shift shall receive one and one-half (l-l/2) times his regular straight-time hourly rate of pay for such actual time as occurs prior to his regular shift. Off duty employees who are called to appear at any scheduled court trials in the Grandview Municipal Court or at any other court proceedings or Department of Motor Vehicle's proceedings to which the off duty employee has been subpoenaed in their official capacity, shall be compensated at regular time and one-half (1 & 1/2) for a minimum of two (2) hours. Overtime work performed continuous with the end of an employee's regularly assigned work schedule shall not be subject to the two (2) hour minimum.

12.5.1 **Callout:** An employee who is required to return to work after having completed his regular shift, and having left the premises, shall be paid a minimum of two (2) hours of pay at the overtime rate.

12.6 **Compensatory Time:** Upon approval of the Department Director or Department Directors appointed representative, an employee may choose to receive compensatory time at one and one-half hours for each hour worked in excess of forty hours per week. The maximum accrual of compensatory time shall not exceed 40 hours at any given time. The accumulation and use of compensatory time by an employee is documented on the employee's time sheet.

ARTICLE 13 - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

13.1 See attached Appendix A - Dispatch, Corrections and Animal Control Employees

13.2 See attached Appendix B - Education Incentive Pay

13.3 See attached Appendix C - Longevity Pay

13.4 See attached Appendix D - Substance Abuse Policy & Testing Procedure

13.5 See attached Appendix E - Post Incident Trauma Response to the Employee

13.6 See attached Memorandum – Rest & Lunch Periods

(The above-mentioned Appendix is attached hereto and incorporated by this reference.)

ARTICLE 14 - PAY ARRANGEMENTS

14.1 All employees shall be paid all monies earned by the end of their regular shift, no later than the last working day prior to the first (1st) and sixteenth (16th) of each month for preceding semi-monthly payroll period. There shall be no deductions other than required by law or authorized in writing by the Employee.

14.2 Each employee shall be entitled to an itemized statement of earnings and deductions, specifying hours paid and other compensation payable, as well as any and all deductions from gross wages for the pay period.

14.3 Upon separation from employment for any reason, all monies due and owing to the employee shall be paid on the next pay day following the pay period in which the separation occurs.

14.4 Upon thirty (30) days written notice to the Union, the City retains the right to alter the above schedule of pay days.

ARTICLE 15 - HEALTH CARE BENEFIT PROGRAMS

The parties agree that due to the timing of the CBA ratification process and completion of the signature process, implementation of the insurance provisions may not be able to be administratively accommodated due to open enrollment and notification requirements to applicable insurance providers until after January, 2014. The parties understand and agree that this may mean insurance changes would be implemented either February 1 or March 1, 2014. The parties agree to fully cooperate with one another to assist in expediting the changeover in insurance.

15.1 On behalf of each employee, the Employer shall pay each month into the following employee health and welfare benefit plans:

15.1.1 Effective January 1, 2013, City of Grandview Medical Plan in an amount sufficient to maintain benefit levels and deductible existing at the time of contract finalization.

15.1.2 Effective March 1, 2014, the employees shall be covered by the Washington Teamsters Welfare Trust Health and Welfare Medical Plan Z, for medical insurance. The Employer will pay the Washington Teamsters Welfare Trust Health and Welfare Medical Plan Z medical premium for 2014. Employee eligibility for such coverage is subject to all the qualifying prerequisites in order to be covered by the Washington Teamsters Health and Welfare Medical Plan Z in terms of employment status such as the necessary number of hours required to be worked per month by an employee to qualify for coverage under this plan.

15.1.3 Effective January 1, 2015, the employees shall be covered by the Washington Teamsters Welfare Trust Health and Welfare Medical Plan Z, for medical insurance. The Employer will pay the Washington Teamsters Welfare Trust Health and Welfare Medical Plan Z medical premium for 2015. Employee eligibility for such coverage is subject to all the qualifying prerequisites in order to be covered by the Washington Teamsters Health and Welfare Medical Plan Z in terms of employment status such as the necessary number of hours required to be worked per month by an employee to qualify for coverage under this plan.

15.1.4 Effective January 1, 2016, the employees shall be covered by the Washington Teamsters Welfare Trust Health and Welfare Medical Plan Z for medical insurance. The Employer will pay ninety percent (90%) of the premium, and employees will pay ten percent (10%) of the premium by payroll deduction. Employee payroll deduction shall be from pre-tax wages.

15.1.5 Effective for 2014, 2015, 2016 the City of Grandview will pay towards the current AWC Group Dental Plan E an amount sufficient to pay the premiums for employee and dependents coverage for the current plan.

15.1.6 Effective for 2014, 2015, 2016, the City of Grandview will pay towards the current Group Vision Plan an amount sufficient to pay the premiums for employee and dependents coverage for the current plan.

15.1.7 Effective for 2014, 2015, 2016, the City of Grandview will pay the premium towards the current Group Life Insurance Plan to provide $25,000 in life insurance per employee. An employee will have the option to increase this coverage for employee, spouse, and family, at the employee's sole expense.

15.1.8 Qualification for medical insurance, dental insurance, vision insurance, and life insurance for full time and regular part time employees shall be subject to the eligibility requirements of the relevant insurance providers.

(a) Eligibility threshold for Washington Teamsters Welfare Trust medical insurance requiring an employer contribution shall be for each Regular Full-time employee who has eighty (80) compensable hours in the previous month. Compensable hours include, but are not limited to regular hours, overtime, vacation, sick, holiday, and severance pay.

(b) Regular Part-time employees satisfying the eighty (80) compensable hours eligibility threshold for Washington Teamsters Welfare Trust in the previous month shall be eligible for medical insurance coverage contributions only.

15.1.9 In the event of notice from any of the insurance providers that the insurance premiums, plans, programs, and coverage are being changed then notification will be provided immediately in writing to the other party. If the changes involve a Union plan then the Union shall immediately notify the employer of the changes. If the changes involve a City plan then the City shall immediately notify the Union of the changes. The parties shall discuss the changes within a sixty (60) calendar day period from the date of written notification. If the discussions result in a mutually acceptable solution within the sixty (60) calendar day period then that solution will be implemented. If the discussions do not result in a mutually acceptable solution within the sixty (60) calendar day window then the Employer has the right to implement the change as determined to be necessary by management.

15.2 Each employee has been provided a copy of this labor agreement, and a current copy of the benefit booklet for each health care coverage named above. It is the responsibility of the employee to read these health care booklets, to determine when he will become eligible for each benefit. If an employee misplaces any of the booklets, he should contact the City Clerk's office for a replacement copy.

15.3 In no event shall the Employer be responsible for directly paying any of the benefits, coverages and costs associated with the applicable health insurance plans. In no event shall any claims, complaints, lawsuits or other allegations pertaining to disputed coverages and claims be subject to the grievance procedures in this Agreement.

15.4 Regular part-time employees who meet the eligibility requirements for medical coverage pursuant to Section 15.1.8 may elect to purchase Dental and/or Vision (employee only) coverage pursuant to AWC Trust rules. If such election is made by the employee(s), the premium(s) for the coverage will be deducted on a monthly basis from the employee's wages.

15.5 Each employee has been provided a copy of this labor agreement, and a current copy of the benefit booklet for each health care coverage named above. It is the responsibility of the employee to read these health care booklets, to determine when he will become eligible for each benefit. If an employee misplaces any of the booklets, he should contact the City Clerk's office for a replacement copy.

ARTICLE 16 – DISCIPLINE - DISCHARGE - SUSPENSION - WRITTEN WARNING NOTICE - LOUDERMILL

16.1 The Employer may discipline an employee subject to just cause. Examples of just cause for discipline are as follows:

(a) Consuming intoxicants on duty; Illegal use or possession of a controlled substance at any time; Using prescribed medication on duty which affects the employee's ability to perform his/her duties.

(b) Reporting for duty with the presence of alcohol, controlled substances and/or prescribed medication in the officer's bodily system (blood, breath and/or urine) which affects the officer's ability to perform his/her duties.

(c) Disobedience to a lawful order given by a superior officer.

(d) Incompetence.

(e) Deliberate destruction of the Police Department's or another employee's property.

(f) Neglect of duty.

(g) Refusal to comply with any lawful departmental rule; provided that such rule shall be posted in each department where it may be read by all employees.

(h) Sleeping on duty; excluding pre-approved "stand-down time". Form/memo of such is to be forwarded to the Chief.

(i) Dishonesty.

(j) Giving or taking of bribes.

(k) Failure to report for duty without authorization from his/her immediate supervisor.

(l) Excessive absenteeism which has no lawful reason and/or which is not subject to protected status leave.

(m) Borrowing or taking tools, equipment, or other property of the Police Department for private or personal use.

(n) Abuse of sick leave by falsification and/or misrepresentation.

(o) Criminal conviction, or alternative disposition as a result of a criminal case involving moral turpitude (bearing upon credibility and/or integrity), or affecting qualifications to perform duties.

(p) Those items included in the Grandview Civil Service rules and regulations and the Grandview Police Department Policies and Procedures Manual.

16.2 Disciplinary action or measures shall include only the following:

(a) Written counseling / coaching statement;

(b) Verbal reprimand, which may be documented in writing;

(c) Written reprimand;

(d) Suspension without pay;

(e) Demotion (where applicable);

(f) Discharge (termination).

The Employer has the right to administer a combination of the above disciplinary action(s) such as a suspension without pay and PIP or demotion and PIP or demotion, PIP and last chance agreement, etc.

16.3 The parties agree that progressive and escalating levels of discipline are preferable for minor violations of work rules in order to allow an employee notice of misconduct and to allow the Employer to document prior disciplinary matters. The parties agree that for serious violations, progressive and escalating levels of discipline are not necessary and the Employer can proceed directly to the higher levels of disciplinary action up to and including discharge regardless of whether the employee has any prior disciplinary actions in his/her file. When progressive and escalating levels of discipline for minor violations is being considered, the level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offenses and prior record of discipline; the order in which these criteria appear is not indicative of their priority. Subject to the tenets of just cause, all previous disciplinary actions in an employee's file may be evaluated and considered in a disciplinary action. The Employer will endeavor to notify the employee of a complaint or investigation against him/her within fourteen (14) days of the alleged violations.

16.4 **Administrative Leave.** When the Employer/Police Chief has reasonable belief that circumstances are such that retention of the employee will will likely result in disruption of Employer services, damage to or loss of Employer property or be injurious to the employee, fellow employees or the services provided by the Employer, the Employer/Police Chief has the right to place the employee on administrative leave with pay immediately, pending an internal affairs investigation and possible discipline. In such cases, the suspected reasons against the employee shall be made available to the employee and the Union, in writing, by the Employer when the employee is placed on administrative leave with pay.

16.5 The employee shall have the right to inspect his/her personnel file. The employee shall have the right to add their written comments to materials added to the personnel file.

16.6 Any written reprimand in an employee personnel file will be removed from the file after three (3) years if there has been no recurrence of the type or kind of conduct giving rise to the reprimand. If there is a recurrence, the written reprimand will remain in the file for three (3) years from the date of the recurrence. Suspensions without pay, demotions, last chance agreements, yearly evaluations and discharge shall remain permanently in the employee's personnel file.

16.7 **Suspension without Pay, Demotion and Discharge:** The Employer has the right to suspend without pay, demote or discharge/terminate an employee for cause. Prior to implementing disciplinary action, the Employer will present to the Union and employee a letter/written notice of pre-disciplinary action meeting which shall contain a description of the violation(s), misconduct(s) and/or performance

problems as well as the departmental policies, procedures, rules, regulations, etc., being relied upon by the Employer. The written notice will indicate that the employee has the right to have their Union representative present at the pre-disciplinary action meeting. The notice will set forth the date, time and location of the pre-disciplinary action meeting.

16.8 The purpose of the pre-disciplinary action meeting is to provide the employee with an opportunity to explain their side of the facts, misconducts, violations and/or performance problems before the Employer implements disciplinary action. The Employer will issue a written decision regarding disciplinary action(s) will be implemented within a reasonable time after the pre-disciplinary action meeting. The timing of issuance of the written decision is dependent on the complexity of the facts, investigations, and whether the Employer believes further investigation is necessary.

16.9 **Notification and Representation:** The limitations relating to notification of disciplinary action are only for employee notification purposes and shall not adversely affect the validity of disciplinary action taken by the Employer. The duration of the investigation shall not adversely affect the validity of the charges, findings and resultant discipline.

ARTICLE 17 - GRIEVANCE AND ARBITRATION PROCEDURE

17.1 **Grievance Defined:** For the purposes of this Agreement, a grievance is defined as a dispute about the specific terms or interpretation of a particular clause of this Agreement or about an alleged violation of the Agreement.

17.2 **Grievance Adjustment Steps:** Grievances shall be processed within 10 calendar days of the date on which the grievance occurred or when the employee reasonably should have known about the occurrence thereof in the following manner:

Step 1: An employee and/or the Union shall discuss the grievance with the Assistant Chief or Chief of Police. The employee may meet with or without a Union representative and shall document the meeting with a memorandum signed by the employee and the Assistant Chief or Chief of Police. The Assistant Chief of Chief of Police shall respond to the grievance as quickly as possible, but not later than 10 days after the grievance is first discussed. If the Assistant Chief or Chief of Police fails to timely respond, the grievant has the right to move the grievance to Step 2 no more than 10 days after the Assistant Chief or Chief of Police response was due. If the basis of the grievance involves actions of the Chief of Police, then the parties shall start the grievance process at Step 2.

Step 2: If, within 10 days from receipt of the Assistant Chief or Chief of Police reply, the grievance remains unresolved, the employee or the Union shall submit written notice to the Chief of Police, with a copy to the Union if submitted by the employee, including: 1) statement of the grievance and relevant facts; 2) specific provisions of the Agreement violated; and 3) remedy sought. The Chief of Police shall meet with the grievant and the Union and attempt to resolve the grievance. The Chief of Police shall respond to the employee or the Union in writing within 10 days after the meeting with a copy to the Union.

Step 3: If, within 10 days from receipt of the Chief of Police's reply, the grievance remains unadjusted, the grievance may be submitted to the City Administrator. The City Administrator may meet with the aggrieved party, the Chief of Police, and the Union representative, and shall respond within 10 days of the meeting, with a copy to the Union.

Step 4: If the grievance still remains unsettled, the Union may, within 10 days after the reply of the City Administrator is due, serve written notice to the City of the Union's intention to arbitrate the grievance.

Step 5: The parties may mutually agree to refer a pending grievance to grievance mediation through the Public Employment Relations Commission (PERC) before proceeding to grievance arbitration. If the parties elect to proceed with grievance mediation, then the representatives shall coordinate to file a request with PERC as soon as practicable.

17.3 **Arbitration:** After the grievance has been so submitted, the parties will attempt to mutually agree on an arbitrator within fifteen (15) calendar days of submission. If the parties are unable to agree then either party may request from the Washington Public Employment Relations Commission (PERC) a list of nine (9) arbitrators. The parties shall select an arbitrator from the list by alternatively striking a name, with the first strike being determined by lot. The final name left on the list shall be the arbitrator. The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, add to, or detract from the terms of the contract. The arbitrator shall not have the authority to award punitive damages. The arbitrator's decision shall be within the scope and terms of the contract and in writing including detailed findings and conclusions, together with an explanation of the reasoning utilized in making the decision. The arbitrator shall be asked to submit his or her decision within thirty (30) days of the date of the hearing.

17.4 **Grievance Administration Issues:** Each party shall be responsible for paying the costs of presenting its own case in arbitration, including the payment of the party's own attorney fees, any non-employee witnesses, and expert witnesses. The costs of the arbitrator and hearing room shall be borne by each party paying fifty percent (50%) of any and all arbitrator fees, costs, etc. Either party has the right to request a court reporter and transcript and if such a request is made each party shall share fifty percent (50%) of the court reporter's fees and the costs. Days shall be counted as calendar days.

17.5 **Time Limits:** Failure of an employee and/or Union to submit a grievance in accordance with the time limits listed above and failure of the employee and/or Union to timely pursue a grievance to the next step shall constitute abandonment and dismissal of the grievance. This does not preclude the parties from extending the grievance time limits by mutual agreement.

17.6 **Election of Remedies:** The Union, on behalf of an employee, shall have the right to have a disciplinary action against the employee reviewed for just cause in accordance with this Agreement either by the City's Civil Service Commission or through the grievance procedure of this Agreement. Once the Union, on behalf of an employee, elects the forum for review, the employee and the Union are both bound by the procedural requirements of that forum. That selection shall be final and the Union and said employee cannot pursue the matter under the other forum.

If the Union, on behalf of an employee, or the employee on their own, elects to have a disciplinary action against the employee reviewed by the City's Civil Service Commission, the Union, or the employee on their own, must make the request within ten (10) working days of the disciplinary action otherwise the disciplinary action shall be final and binding. The Union, or the employee on their own, must file a written demand for an investigatory hearing regarding the disciplinary action through the City's Civil Service Commission, and the matter shall be handled in accordance with applicable procedures as contained in the Rules and Regulations of the City's Civil Service Commission.

ARTICLE 18 - STRIKES AND LOCKOUTS

18.1 The Employer and the Union have agreed that the public interest requires efficient and uninterrupted performance of all Employer services; therefore the Union agrees that it shall not authorize, cause, or condone any work stoppage, strike, slowdown, picketing (while on duty), or any other interference with Employer functions by employees covered by this agreement. Employees who engage in any of the above activities shall not be entitled to any pay or fringe benefits during the period he or she is engaged in such activity. The employer may discharge or discipline any employee who violates this article.

ARTICLE 19 - LIABILITY INSURANCE

19.1 The Employer agrees to either provide insurance coverage on behalf of the employees or provide legal representation for employees as may be reasonably necessary to defend any claims and/or litigation resulting from any conduct, acts or omission of employees arising from the scope or course of their service with the Employer; provided however that the provisions of this Article shall be in-applicable and of no force and effect if the employee refuses to co-operate with the employer with respect to said defense, nor shall it apply to any dishonest, fraudulent, criminal or malicious act of an employee which is outside of the scope and course of his or her employment with the Employer. Any legal representation provided by the Employer shall not apply in any accident, occurrence, or circumstance where the employee or Employer is individually insured.

ARTICLE 20 - UNIFORMS, EQUIPMENT & SAFETY

20.1 The Employer shall provide all regular employees with the required uniforms and equipment needed in the performance of his duties as determined by the Employer. In addition, the Employer shall also provide normal cleaning up to two (2) uniforms per week or additional cleaning to include extraordinary circumstances and maintenance & repair of items damaged or worn through normal use in the performance of departmental duties.

20.2 All protective clothing and safety equipment required of employees in the performance of their duties shall be purchased by and remain the property of the Employer. Upon quitting or discharge, all property of the Employer shall be returned to the Chief of Police or his designee.

20.3 It shall be the responsibility of all employees to represent the City to the public in a manner which shall be courteous, efficient, and helpful. Personal appearance shall always be neat, with clean

clothing and with hair and beards trimmed, in accordance with the Police Department Procedure Manual.

20.4 The Employer recognizes the need for the development of safe working practices for every employee and desires to promote on-the-job safety, encouraging the proper design and use of buildings, equipment, and other devices. Safety equipment and clothing supplied by the Employer should be utilized by employees while engaged in all duties for the City of Grandview where practical or as directed by the Chief or his representative, and as prescribed by State and Federal laws regarding safety.

ARTICLE 21 - GENERAL PROVISIONS AND UNION ACTIVITY

21.1 **Union Investigative and Visitation Privileges:** Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided there is no undue interruption of the Employer's working schedule. The Employer will be notified by the Union Representative of his presence on the premises.

21.2 **Bulletin Board:** The Employer agrees to provide suitable space to be used as a Union bulletin board. Posting by the Union on such board is to be confined to official business of the Union.

21.3 **Non-discrimination:** It is mutually agreed that there shall be no discrimination because of lawful union activity, union membership, race, color, religion, sex, age, marital status, sexual orientation, national origin, genetic information (Title II of the Genetic Information Nondiscrimination Act of 2008), or disability that does not prevent proper performance of the job (bona fide occupational qualification). The Union and Employer representatives shall work cooperatively to carry out these principles. Employees who believe they have been discriminated against shall use the process established in City policy

21.4 **Political Activity:** The rules governing activities of employees shall adhere to the provisions of RCW 41.06.250.

21.5 **Gender:** Where the masculine gender has been used in any provision of this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for any position, classification or the benefits provided in this Agreement.

21.6 **Outside Employment:** An employee shall not engage in employment other than his or her City job if such employment interferes with the efficient performance of his or her City job or constitutes a conflict of interest.

21.7 **Reserve Unit:** There shall exist, at the option of the Employer a reserve unit of law enforcement reserve officers to which the provisions of this labor agreement shall not apply. The Employer will notify regular employees by posting the status of reserve law enforcement officers regarding commissioned versus non-commissioned. Regular employees, as required by the Employer shall work with reserve law enforcement officers regardless of commissioned versus non-commissioned status. This unit of law enforcement officers may be utilized as determined by the Employer to perform those duties normally performed by bargaining unit personnel. Usage of reserve law enforcement officer

would include circumstances involving temporary replacement of regular employees in case of vacations, holidays, sickness, any type of schooling, circumstances involving short-handedness in personnel, and those circumstances involved in a bona fide emergency.

ARTICLE 22 - PERSONNEL RECORDS

22.1 The Employer shall maintain personnel files for each employee. Such files shall show salary, change in employment status, training received, and such other information as may be considered pertinent. Employee records shall be considered confidential and shall be accessible only to the employee, his or her immediate supervisor, and such other officials as may be authorized by the Employer or required by law.

22.2 Employees shall have the right to review material in their personnel files during regular business hours. The employee may have a representative of the Union accompany him or her if so desired. Upon request, copies of documents in the personnel file shall be provided to the employee. The employee shall have the right to inspect his/her personnel file.

22.3 The personnel file will contain all evaluation reports that have been completed by an authorized supervisor.

22.4 Materials judged by the employee to be negative and/or derogatory may be answered by the employee in writing. Such written response shall be attached to the material in question and become a part of the personnel file.

22.5 The employee shall have the right to add their written comments to materials added to the personnel file.

22.6 Personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files shall be confidential and shall restrict the use of information in the files to official use by the Employer. Employee disciplinary records may be subject to a public records request, and the Employer is obliged to comply with the legal requirements pertaining to such requests.

22.7 Any written reprimand in an employee personnel file will be removed from the file after three (3) years if there has been no recurrence of the type or kind of conduct giving rise to the reprimand. If there is a recurrence, the written reprimand will remain in the file for three (3) years from the date of the recurrence.

22.8 **Suspension without Pay, Demotion, Last Chance Agreements, and Discharge:** Any suspension without pay, demotion, last chance agreement, and discharge shall remain permanently in the personnel file, unless otherwise mutually agreed.

22.9 When an employee reviews his personnel file, he will sign and date said acknowledgment of the review.

ARTICLE 23 - ENTIRE AGREEMENT

23.1 All matters not specifically covered in this Agreement shall be deemed to have been raised and disposed of as specifically covered herein. It is agreed that this document contains the full and complete Agreement between the parties hereto, and for all whose benefit this Agreement is made and no oral statement shall add to or supersede any of its provisions and no party shall be required during the term of this Agreement to negotiate or bargain upon any issues unless mutually agreed to by the parties.

ARTICLE 24 - SAVINGS CLAUSE

24.1 If any Article or section of this agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or by mutual agreement, the balance of this agreement shall continue in full force and effect. The Article or section held invalid shall be modified as required by law or a tribunal of competent jurisdiction, or shall be re-negotiated for the purpose of a replacement. In the event that the two parties do not agree that an item should be severed, then the Article or section in question shall be suspended from function or operation until the issue has been resolved by the appropriate legal authority.

ARTICLE 25 - SUPPLEMENTAL PENSION PLAN

25.1 The bargaining unit members pre-tax wages shall be reduced each month by the amounts paid on account of each member pursuant to paragraphs 25.3 and 25.4 hereof. The Employer is not obligated to make any contributions beyond the amounts by which the contractual wage rates are reduced now or in the future.

25.2 In lieu of an identical amount of pre-tax wages of each bargaining unit member, the Employer shall pay each month into the Western Conference of Teamsters Pension Trust Fund the below referenced amounts on account of each member of the bargaining unit.

25.3 Effective January 1, 2004, the Employer guarantees that 86.67 hours and $86.67 in contributions will be contributed for each semi-monthly pay period if the employee has been compensated for forty (40) hours or more during the semi-monthly pay period per calendar month. Employees that are not compensated for forty (40) hours or more during a semi-monthly pay period will have contributions remitted on all compensable hours during the calendar month at a rate of $1.00 per hour. Effective January 1, 2007, as designated below, the Employer shall pay the amounts stated below to the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit for every hour for which straight-time compensation was paid not to exceed 2080 hours per calendar year. Said amounts are to be computed monthly, one dollar ($1.00) per compensable hour not to exceed two thousand eighty dollars ($2,080) per calendar year. In the event an employee terminates prior to the end of the year, their total straight time hours shall be calculated to ensure each straight time hour has been paid to the trust.

25.4 The total amount due for each calendar month for each of the bargaining unit employees as set forth in this provision shall be remitted in a lump sum not later than ten (10) business days after the last business day of such preceding month.

25.5 The Employer hereby acknowledges that he has received a true copy of the Western Conference of Teamsters Pension Plan Agreement and Declaration of Trust and Regulations and shall be considered a party thereto. The Employer further agrees that the employer-trustees named in this Trust, and their successors in trust, are and shall be his representatives, and consents to be bound by the action and determination of the Trustees.

25.6 The Employer does not make any representations as to whether or not the amounts by which wages are reduced and which are paid into the Trust Fund is non-taxable or taxable. Should it be determined at some later date that the above-referenced payments are taxable income, General Teamsters Local No. 760 will indemnify and hold the Employer harmless against all claims of employees arising from such adverse tax consequence. Should existing tax law change with respect to this particular Pension Trust, the parties agree to meet to bargain a resolution to the matter.

ARTICLE 26 – VEBA MEDICAL SAVINGS ACCOUNT

26.1 Effective January 1, 2010, the full-time police support bargaining unit members pre-tax wages shall be reduced each month by twenty dollars ($20.00) paid on account of each member. The employer is not obligated to make any contributions beyond the amounts by which the contractual wage rates are reduced now or in the future.

26.2 Effective March 1, 2014 or in the month when the Teamster Plan Z is implemented in 2014, the City shall contribute seven hundred dollars ($700.00) lump sum into the VEBA account of each employee covered under this Agreement.

26.3 Effective January 1, 2015 and 2016 the City shall contribute seven hundred dollars ($700.00) lump sum into the VEBA account of each employee covered under this Agreement.

26.4 In lieu of an identical amount of pre-tax wages of each full-time bargaining unit member, the employer shall pay each month into the VEBA Medical Savings Account the above referenced amount on account of each full-time police support bargaining unit member.

26.5 The total amount due for each calendar month for each of the bargaining unit employees as set forth in this provision shall be remitted in a lump sum not later than ten (10) business days after the last business day of such preceding month.

26.7 The Employer does not make any representations as to whether or not the amounts by which wages are reduced and which are paid into the VEBA Medical Savings Account is non-taxable or taxable. Should it be determined at some later date that the above-referenced payments are taxable income, Teamsters Local No. 760 will indemnify and hold the Employer harmless against all claims of employees arising from such adverse tax consequence. Should existing tax law change with respect to this particular Medical Savings Account, the parties agree to meet to bargain a resolution to the matter.

ARTICLE 27 - TERM OF AGREEMENT

27.1 This Agreement shall be binding on the City, the Union, and employees, and shall remain in full force and effect through midnight, PST, December 31, 2016, and shall be effective as of 12:01 A.M., PST January 1, 2013.

27.2 If no Agreement is reached for the calendar year following the effective dates of this Agreement, then the provisions of this Agreement shall remain in effect until such time as the next Agreement is ratified by the City and the Union.

CITY OF GRANDVIEW

By _____
Mayor
Date 3/25/14

By _____
City Administrator
Date 3-25-14

Attest _____
City Clerk
Date 3/25/14

Represented by:

By _____
Anthony F. Menke, Management Attorney
Date 3/25/14

TEAMSTERS LOCAL #760

By _____
Secretary-Treasurer
Date 5/1/14

APPENDIX "A"
CLASSIFICATIONS AND WAGE RATES

1.A.1 The following salary schedule for police department employees shall be effective:

ALL WAGE RATES ARE SUBJECT TO REVIEW, CALCULATION AND CONFIRMATION BY MANAGEMENT

Dispatcher/Clerk (J. Hellyer & N. Ochoa)

Year – Wage Increase	Entry	12 Months	24 Months	36 Months	48 Months	60 Months
2013 – 0%	$2667	$2772	$2877	$2982	$3087	$3190
2014 – 3%	$2747	$2855	$2963	$3071	$3180	$3286
1/1/15 – 2%	$2802	$2912	$3023	$3133	$3243	$3351
7/1/15 – 1%	$2830	$2941	$3053	$3164	$3276	$3385
1/1/16 – 2%	$2887	$3000	$3114	$3228	$3341	$3453
7/1/16– 1%	$2915	$3030	$3145	$3260	$3375	$3487

Dispatcher/Corrections Officer* (C. Boast & K. Bean)

Year – Wage Increase	60 Months
2013 – 0%	$3562
2014 – 3%	$3669
1/1/15 – 2%	$3742
7/1/15 – 1%	$3780
1/1/16 – 2%	$3855
7/1/16 – 1%	$3894

Lead Dispatcher/Corrections Officer* (K. Huth)

Year – Wage Increase	60 Months
2013 – 0%	$3918
2014 – 3%	$4036
1/1/15 – 2%	$4116
7/1/15 – 1%	$4157
1/1/16 – 2%	$4241
7/1/16 – 1%	$4283

Certified Corrections Officer (C. Hecker)

Year – Wage Increase	Entry	12 Months	24 Months	36 Months	48 Months	60 Months
2013 – 0%	$3167	$3267	$3367	$3467	$3567	$3665
2014 – 3%	$3262	$3365	$3468	$3571	$3674	$3775
1/1/15 – 2%	$3327	$3432	$3537	$3642	$3747	$3850
7/1/15 – 1%	$3361	$3467	$3573	$3679	$3785	$3889
1/1/16 – 2%	$3428	$3536	$3644	$3752	$3861	$3967
7/1/16– 1%	$3462	$3571	$3681	$3790	$3889	$4006

Administrative Assistant/Certified Corrections Officer (C. Helberg)

Year – Wage Increase	60 Months
2013 – 0%	$4021
2014 – 3%	$4142
1/1/15 – 2%	$4224
7/1/15 – 1%	$4267
1/1/16 – 2%	$4352
7/1/16 – 1%	$4396

*Grandfathered Dispatcher/Clerk to Corrections Officer classification per Letter of Understanding Resolution No. 2003-12. (C. Boast & K. Huth)

Specialty pay for interpreter (N. Ochoa) and EMT (C. Hecker) at $75 per month.

APPENDIX "B"
EDUCATIONAL INCENTIVE PAY

1.B.1 Each regular full time employee in the bargaining unit shall receive seventy five dollars ($75.00) per month additional pay after receiving an Associate Degree (2 year) of Police Science, Sociology, Psychology, Business, Computer Science, Education or other degree, as may be determined by the Police Chief which benefit the Police Department, from an accredited institution of higher learning.

1.B.2 Each regular full time employee in the bargaining unit shall receive an additional one hundred ($100.00) dollars per month additional pay after receiving a four (4) year degree relating to Police Science or Business from an accredited institution of higher learning. Every couple of years after achieving a four (4) year degree, five (5) credits of continuing Police related education is required. This continuing education process as well as the appropriate Police related education fields will be outlined in a Memorandum of Understanding.

APPENDIX "C"
LONGEVITY PAY

1.C.1 Longevity Pay will be payable each November 30, for each full time employee of record on November 30, to be calculated on each anniversary date of employment as follows:

Longevity schedule:

5 years	1% of base pay
10 years	2% of base pay
15 years	3% of base pay
25 years	4% of base pay

Employees hired prior to January 1, 2010 that have not yet met the 10-year mark for longevity shall be grandfathered in at the old longevity rate of 1% for their 3-4 years of service and 1.5% for their 5-9 years of service. Once the employee reaches the 10-year mark, they shall follow the above chart for longevity pay.

APPENDIX "D"
SUBSTANCE ABUSE POLICY & TESTING PROCEDURE

THIS APPENDIX IS SUBJECT TO A REOPENER TO BE INITIATED BY EITHER PARTY TO ADDRESS CURRENT STANDARDS AND REGULATIONS

I. OBJECTIVE

The City of Grandview Police Department has a strong commitment to provide a safe work environment for its employees and to establish programs promoting high standards of employee health and safety. Consistent with that commitment, this Substance Abuse Policy and Testing Procedure has been established.

II. POLICY

A. The unauthorized use, sale, transfer, or possession of alcohol, drugs, controlled substances and/or "mood altering" substances (except the possession or use of prescribed medication, verifiable by a current, properly issued prescription) during work hours, (including meal and rest periods), on City property, in City vehicles, or in personal vehicles while conducting City business is prohibited. Violation of this section of the policy shall result in disciplinary action, which may include termination of employment in accordance with Grandview Civil Service Rule 16.

B. With the exception of employees authorized to consume alcohol and/or drugs while performing job functions; reporting for work impaired by the use of intoxicants, or becoming impaired by the use of intoxicants during working hours through the use of alcohol, drugs (including prescribed medication), controlled substances and/or "mood altering" substances is prohibited. Violation of this section of the policy shall result in disciplinary action which may include termination of employment.

C. Knowledge of cautions and warnings printed on the prescribed and/or "over-the-counter" medication container labels are the sole responsibility of the employee. Consultation with the employee's attending physician, concerning the affects a substance may have on that employee, may be appropriate. An employee utilizing prescribed and/or "over-the-counter" medication(s) that could adversely affect job safety or performance must immediately report that fact to his/her supervisor. Violation of this section of the policy shall result in disciplinary action, which may include termination of employment.

D. The City reserves the right to conduct searches of City property, City vehicles or equipment at any time or place. The City reserves the right to conduct searches of an employee or any vehicle used by the employee while on duty, when there are reasonable grounds to believe the employee is in violation of this policy. Failure to cooperate with these procedures, without just cause, may be grounds for dismissal.

E. The City recognizes drug dependency as an illness and a major health problem. The City also recognizes drug abuse as a potential health, safety, and security problem. Employees needing

help in dealing with such problems are encouraged to use our Employee Assistance Program (EAP) and health insurance plans, as appropriate. Conscientious efforts to seek such help will not jeopardize any employee's job, and will not be noted in any personnel record.

F. Employees must, as a condition of employment, abide by the terms of the above policy and report any conviction under a criminal drug statute for violations occurring on City premises while conducting City business. A report of a conviction must be made within five (5) days after the conviction. (This requirement is mandated by the Drug-Free Workplace Act of 1988.)

This policy supersedes any and all previously issued City Drug/Alcohol Policies and will be applied equally to all Police Department employees.

III. SUBSTANCE ABUSE TESTING

A. Reasonable Cause Testing Only

The applicable substance abuse testing procedures outlined below will be initiated if the following event occurs: A supervisor, through objective observation or investigation or evaluation concludes that an employee has consumed and/or used controlled substances. The supervisor must be trained and certified in the area of proper detection. All relevant facts pertaining to an investigation conducted pursuant to the event mentioned above will be documented in writing and preserved for future reference by the City and Union.

SUBSTANCE ABUSE TESTING PROCEDURES

1. The City will transport the suspected employee to a pre-determined testing facility near his/her work area.

2. The employee will be requested to submit to the testing procedures. The employee has the right to refuse to submit to the tests; however, refusal to submit to the tests may be grounds for termination.

3. The employee will provide a urine sample or breath sample. The urine sample will be provided for analysis to determine the amount, if any, contained in the employee's urine of all substances listed in paragraph six below, except ethyl alcohol. The breath sample will be provided for analysis to determine the amount, if any, of ethyl alcohol contained in the employee's blood. A professional Medical Review Officer (MRO) selected by the City will analyze the urine sample results. The breathalyzer test will be administered by the City Police Chief or Assistant Police Chief, using up-to-date State-mandated methods.

4. Collection of the urine specimen will be under the direction of qualified medical personnel. All provisions of the attached "chain of custody" form will be adhered to. Collection of the urine specimen or breath sample will take place as soon as possible following the observation. The employee will cooperate fully in the collection of the specimen or sample. An employee tampering with the specimen or sample or refusing to submit to the test within a reasonable period of time may be terminated. If the employee refuses to provide the urine sample within a

24-hour time frame (unless physically unable), that action will result in disciplinary measures, which may include termination of employment.

The employee has the right to an independent urine specimen analysis or blood test for alcohol at a facility of his/her choosing, at the employee's expense. To facilitate an employee's request for an independent analysis, at the time of the original specimen collective, two (2) samples must be taken. The original testing laboratory will place one (1) sample in secure refrigerated storage. If the first (1st) sample reveals a positive result, the employee will indicate which laboratory he wishes the second (2nd) sample be tested. If the independent analysis results are negative, the employee will be reimbursed for the cost of the second (2nd) test and for all lost wages and benefits. (i.e. sick leave hours restored to sick leave bank).

5. After collection of the specimen or sample, the employee will be transported to his/her residence or other safe location. The employee will not be allowed to continue work until the test results become available and are evaluated. Pay for this period of time shall be deducted from the employee's sick leave payable with the first day the employee was removed from the workplace.

6. The urine specimen will be forwarded to Smith Kline Beecham Clinical Labs, Seattle for analysis. Strict adherence to the chain of custody requirements will be followed during the transportation of the specimen to the laboratory. The laboratory through the MRO will analyze the specimen for the following substances (the positive level of detection is in parentheses following the name of each substance): amphetamines (700 ng/ml), barbiturates (300 ng/ml), benzodiazepines (300 ng/ml), cannabinoids (100 ng/ml), cocaine metabolite (300 ng/ml), methadone (300 ng/ml), methaqualone (300 ng/ml), opiates (300 ng/ml), phencyclidine (75 ng/ml), and propoxyphene (300 ng/ml). The laboratory will communicate the test results to the Medical Review Officer, who in turn will relate the results to the employee, City Supervisor and the Mayor. Positive test results will be communicated to the employee, by the MRO, for clarification.

   The positive level of detection for ethyl alcohol as it relates to the breathalyzer test is .05 gr/210L of breath*. The positive level of detection for ethyl alcohol as it relates to the employee's independent blood test is 0.04gr/dl. *Per Part 383.5 (Federal Motor Carrier Regulations) definition of "alcohol concentration."

7. For purposes of this policy, being "impaired" or "under the influence" means being unable to perform work in a safe and productive manner, being in a physical or mental condition which creates a risk to the safety and well being of the individual, other employees, the public, or City property. The symptoms of influence and/or impairment are not confined to those consistent with misbehavior or to obvious impairment of physical or mental ability such as slurred speech or difficulty in maintaining balance. AN EMPLOYEE WILL BE PRESUMED TO BE IMPAIRED AND IN VIOLATION OF THIS POLICY WHENEVER THE PRESENCE OF DRUGS OR ALCOHOL, AT OR ABOVE THE LEVELS SET FORTH IN PARAGRAPH SIX, IS DETECTED IN A SUBSTANCE ABUSE TEST ADMINISTERED UNDER THE TERMS OF THIS POLICY.

8. Test results will be stored at the Grandview City Hall in a secure file outside the regular personnel files. Access to the file will be extremely restricted--only the City Supervisor, Mayor, and the

Police Chief will have access. All records will be treated in the most confidential fashion by the City and the Union.

9. All costs associated with substance abuse testing, other than a positive test result of an independent analysis requested by the employee, will be paid by the City.

10. Should analysis of the specimens indicate a negative level of a substance in an employee's system, the employee will be reinstated to his/her former position and compensated for lost wages and benefits. i.e. sick leave hours restored to sick leave bank.

11. Should analysis of the specimens indicate a positive level of a substance in an employee's system, the employee will have the following options:

    (a) Terminate employment with the employer, or

    (b) The employee shall be evaluated by a qualified drug/alcohol counselor to determine the extent of his/ her chemical dependency. If, in the opinion of the counselor, the employee requires rehabilitation services (on a one (1) chance only basis unless mutually agreed otherwise), the employee will be placed on a leave-of-absence for a period not to exceed ninety (90) days and enroll in a certified alcohol and/or drug rehabilitation program. The employee will be allowed to use Sick Leave during this leave period. The City reserves the right of concurrence on the selection of the rehabilitation counselor, facility and program content. Cost of the rehabilitation program will be paid by the employee or medical insurance provider (within contractual limitations). The employee will submit semi-weekly written progress reports from his/her counselor during the entire treatment program. The employee will be reinstated to his/her former position without prejudice when the following conditions have been met: (a) The employee has completed the treatment program; and (b) The attending counselor has formally released the employee to return to work; and (c) The employee agrees to submit to a substance abuse test. During the next twenty-four (24) months following reinstatement, the employee consents to be tested for the presence of alcohol, drugs, and/or controlled substances no more than four (4) times, with or without cause. Any subsequent violation of this policy will be grounds for immediate discharge.

IV. SELF-RECOGNIZED SUBSTANCE ABUSE

Employees with a substance abuse problem must immediately notify their supervisor of their condition. For evaluation purposes, a substance abuse test may be appropriate. If, in the opinion of a qualified drug/ alcohol counselor, the employee requires rehabilitation services, the employee will have an option to enroll in a rehabilitation program and be subjected to the guidelines as outlined in Section III (11) above.

OCCUPATIONAL HEALTH SERVICES

(509-839-4191)

L. H. Butler, D.O., P.S
Medical Director

Betty Jo Leija
Community Coordinator

CONSENT AND RELEASE FORM

Pursuant to the stated Substance Abuse Policy & Testing Procedure of the City of Grandview, Police Department, I hereby give my consent and authorize Occupational Health Services and SmithKline Beecham Clinical Laboratories, Seattle, to perform testing or medical procedures necessary to determine the presence and/or levels of drugs and alcohol in my body.

I further give consent to release to the City of Grandview's Medical Review Officer the results of any tests or medical procedures to determine the presence and/or level of drugs or alcohol.

_____
Client signature and date

_____
Witness and date

_____
Client Social Security Number

_____
Client name (printed)

The client must report to the office of L. H. Butler, D.O.,
803 Lincoln Ave., (Sunnyside Medical Center), Sunnyside, WA, for

testing at _____(time) on _____(date)

_____
Supervisor authorizing drug testing

OBSERVED BEHAVIOR
REASONABLE CAUSE RECORDING FORM

Employee's name: _____

Date of observation: _____

Time of observation:

From: _____ a.m. _____ p.m.

To: _____ a.m. _____ p.m.

Location: _____

Observed personal behavior: Check all appropriate items

1. Speech: Normal ____ Incoherent ___ Confused ___
Slurred ____ Whispering ___ Silent _____

2. Balance: Normal ____ Swaying ___ Staggering ___
Falling ____

3. Walking and turning: Normal ___ Stumbling ___ Swaying ___
Arms Raised for Balance ___ Falling ___
Reaching for support ____

4. Awareness: Normal _____ Confused ___
Sleepy or Stupor _____ Paranoid _____
Lack of Coordination ___

5. Breath Odor: Alcohol Smell ____

6. Other observed actions or behavior: _____

_____

_____

Above behavior witnessed by:

Signed _____ date _____
Month Day Year

Signed _____ date _____
Month Day Year

THIS FORM MUST BE PREPARED EVERY TIME A PERSON IS SUSPECTED OF DRUG USE BY ACTIONS, APPEARANCE, OR CONDUCT WHILE ON DUTY WITHIN 24 HOURS OR BEFORE THE TEST RESULTS ARE RELEASED.

EMPLOYEE BRIEFING AND INSTRUCTIONS
For
DRUG TESTING

YOU HAVE BEEN SELECTED FOR URINE DRUG TESTING

The collection of your urine will be conducted under the procedures listed below. These regulations allow for individual privacy unless there is reason to believe that a particular individual may alter or substitute the urine specimen to be provided. The collection site persons will take precautions to ensure that your specimen is not adulterated or diluted during the collection procedure. Your specimen collection must also follow strict chain of custody and security procedures.

In addition:

Photo identification must be presented at the collection site or personal individual identification is necessary.

You will be asked to remove any unnecessary outer garments such as a coat and jacket.

All personal belongings like briefcases will remain with the outer garments. You may retain your wallet.

You will be instructed to wash and dry your hands prior to providing a specimen.

You will be provided a sealed collection container or bottle, or it will be unwrapped in your presence.

Your specimen will be provided in the privacy of a stall or otherwise partitioned area that allows for individual privacy.

After handing the specimen bottle to the collector, you should keep the specimen in full view at all times until it is sealed and labeled. This protects you against the wrong label being put on your bottle or someone possibly tampering with your specimen.

If the collection site person has reason to believe that you may have altered or substituted the specimen, the person will notify the City's Medical Review Officer. Should you tamper, adulterate, or in any way attempt to dilute the specimen, the collection site person will request authorization to collect a second specimen under direct observation by the same gender collection site person.

You will be asked to initial the identification label on the specimen container for the purpose of certifying that it came from you.

You will also be asked to provide information on the chain of custody form, Section VII on copies 3 through 6 only, and certify that the urine specimen identified as having been collected from you is in

fact the specimen you provided. You will receive copy 4 of the chain of custody form on which you may want to make a list of medications you are taking.

After the laboratory analysis, the results will be forwarded to the Medical Review officer working for your employer. Prior to making a final decision to verify a positive test result to your employer, the Medical Review Officer will give you an opportunity to discuss the test results and submit medical documentation of legally prescribed medications.

A complete listing of the collection procedures may be found in Title 49 CFR Part 40.25.

APPENDIX "E"
POST-INCIDENT TRAUMA RESPONSE TO THE EMPLOYEE

The City recognizes that employee involvement in specific work-related incidents may cause serious trauma to the employee. This trauma, more specifically Post Traumatic Stress Syndrome, is a psychological and/or physiological response associated with traumatic events that are generally outside the range of usual human experience. The resulting trauma can create immediate, short term, and/or long term symptoms.

The goal of this program is to provide an outline for response to an employee who has been involved in a death or serious injury incident. This outline is an attempt to recognize some of the legal and societal needs of the employee and his family.

This outline applies to all departmental personnel.

A. When an employee is the cause of a death or serious injury incident he will be placed on mandatory administrative leave with pay for a minimum of forty-eight (48) consecutive hours if the employee was scheduled to work. Administrative leave is in the interest of the employee and the department and shall not be waived.

B. The employee will be afforded the opportunity to name a fellow employee to assist with transportation needs, companionship, and moral support.

   1. If a fellow officer is named, that officer will also be placed on concurrent administrative leave of forty-eight (*48) hours duration.

   2. Communications between the two employees will be considered confidential and privileged for the purpose of any depart- mental investigation or review. However, nothing herein should be construed to circumvent the Court's subpoena authority in any resulting criminal matter.

C. The City and/or Chief of Police shall designate a post-trauma provider for evaluation, care, and counseling of any employee who has been the cause of a death or serious injury incident. This counseling is mandatory, cannot be waived, and will include a "fit for duty" evaluation. Initial counseling should take place within forty-eight (48) hours if at all possible.

D. The City and/or Chief of Police may seek and consider the professional opinion of any PTSD qualified psychological counselor and/or treating physician as to whether the employee is affected in such a way as to make the employee a substantial risk to himself or to substantially interfere with his ability to perform the job. Recommendations with regard to modified duties and/or extended leaves are subject to LEOFF and/or L&I disability procedures.

E. If the post-trauma provider believes that an employee needs more in-depth or extended assistance, he will refer the employee to a source qualified to provide such assistance. The referral must be coordinated with the City and/or Chief of Police and b consistent with LEOFF and/or L&I requirements.

1. The responsibility for payment of continued treatment must be specified prior to the first appointment. This responsibility should fall first to the appropriate LEOFF or L&I program, the to the employee's medical insurance, and finally to the City. In cases where the City assumes the cost of further care, the provider must clearly understand the scope of services expected.

F. The Chief of Police should do his best to assist the affected employee in matters of relevant concern such as expeditious repair/replacement of damaged equipment or clothing, response to inquiries relating to personnel adjustments, payroll, defined leaves, etc.

G. The City attorney shall be available to provide information to the employee regarding various legal actions which may arise in connection with the death or serious injury incident. He may assist the employee in determining when to retain legal counsel and what the employee's rights to legal counsel are under contract and city ordinance. He may also provide other legal assistance as possible with the understanding that he, as an attorney employed by the City, cannot ethically represent the employee in certain proceedings.

H. If an employee, while acting as an agent of the City is witness to or involved in a Critical Incident - but not the direct cause of a death or serious injury - shall, on request, be provided initial consultation with a department designated post-trauma PTSD Qualified provider. Should the incident involve a number of emergency services personnel; the City shall offer access to a Critical Incident Debriefing Meeting. This meeting should take place within seventy-two (72) hours following the incident if at all possible. All conversations between the employees and debriefing personnel are to be considered confidential.

1. For purposes of this section, a Critical Incident is defined as any situation, which may cause a person to experience unusually strong emotional and/or physiological responses that have the potential to interfere with the ability of the employee to perform his duties.