

ORIGINAL

By and Between

THE CITY OF TOPPENISH

And

TEAMSTERS LOCAL UNION NO. 760
Representing the Police Department

January 1, 2009 through December 31, 2012

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ARTICLE 1 - PURPOSE OF AGREEMENT

1.1 This Agreement is made and entered into by and between the CITY OF TOPPENISH, WASHINGTON, a Municipal Corporation, hereinafter referred to as the "Employer," and TEAMSTERS LOCAL UNION NO. 760, the certified collective bargaining representative, hereinafter referred to as the "Union," to meet the requirements set forth in Chapter 41.56 of the Revised Code of Washington. The purpose of this document is to establish wages, hours and working conditions for said Union's bargaining unit to improve police services and maintain and improve a high quality of life in the most cost efficient manner for the citizens.

ARTICLE 2 - RECOGNITION

2.1 The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all full time and regular part time sworn employees, in accordance with RCW 41.56.030, of the Police Department of the City of Toppenish; excluding the Public Safety Director, Police Captain, confidential employees and casual or temporary employees.

ARTICLE 3 - UNION SECURITY AND DUES CHECK-OFF

3.1 It shall be a condition of employment that each employee 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 bonafide 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 fee 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.

3.2 When an employee fails to fulfill the obligations 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 covered by this Agreement the Employer shall, within ten (10) calendar days of the date of employment, notify the Union in writing giving the name, hire date of employment, and classification of the employee hired. The Employer shall make available to the employee the Union employment data form provided by the Union.

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 in lieu of dues, as prescribed in the "voluntary check-off" form. The full amount of monies so deducted by the Employer shall be forwarded to the Union by warrant along with an alphabetized list showing names and amounts deducted from each such employee following the Employer's monthly disbursement cycle. The Union shall give the city a minimum of one (1) month advance notice for any change in the deduction of the amount to be withheld.

3.5 The Union agrees to refund to the employee any amounts paid to the Union in error on account of the payroll deduction provision upon presentation of proper evidence thereof. The earnings of the employee must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. All other legal and required deductions have priority for payment over such dues.

3.6 The Union agrees to defend and hold the Employer harmless from and against any and all claims, demands, lawsuits, orders or judgments arising from the administration and effect of this Section. It is also agreed that neither any employee nor the Union shall have any claim against the Employer for any deductions made or not made unless a claim of error is made in writing to the Employer within forty-five (45) calendar days after the date such deductions were, or should have been made.

ARTICLE 4 - RIGHTS OF PARTIES

4.1 Management: It is recognized that, except as expressly stated herein, the Employer shall retain all rights and authority necessary for it to operate, manage, and direct the affairs of the Employer in all its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the Employer; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to hire, assign, transfer and promote employees; to demote, suspend, discipline or discharge for just cause; to lay off employees due to lack of work or funds, and to make and enforce reasonable rules and regulations.

The above management rights shall be exercised in accordance with the Rules and Regulations of the Toppenish Civil Service Commission.

4.2 Union: 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: Every employee who becomes the subject of an internal investigation shall be advised in writing prior to the time of an interview that he is suspected of:

- A. Committing a criminal offense; and/or,
- B. Misconduct that could be grounds for termination or discharge, demotion, suspension without pay, or written reprimand.

4.4 Any employee who becomes the subject of a criminal investigation may have counsel present during all interviews. This representation by counsel is confined to counseling, and not actual participation in the investigation. A criminal investigation as used herein shall be interpreted as any action which could result in the filing of a criminal charge.

4.5 The employee, Employer, or Union may request that an investigation interview be recorded, either mechanically or by a stenographer. The party requesting such recording shall pay for said recording and transcription thereof. Upon request, the employee under investigation shall be provided an exact copy of any written statement he has signed.

4.6 Interviewing shall be completed within a reasonable time and in a reasonable manner unless the exigency of the interview dictates otherwise. In investigation interviews, the employee shall be afforded an opportunity to contact and consult privately with an attorney of his choosing, or a representative of the Union, before being interviewed.

4.7 In the event dismissal of an employee becomes imminent and the Employer determines an alternative to said dismissal is the employee's resignation, said employee will be provided a reasonable opportunity to confer with the Union before being requested to respond to the offer of resignation.

4.8 Employees will not be required to unwillingly submit to a polygraph test; provided, however, this provision does not apply to either the initial application for employment or to persons in the field of public law enforcement who are seeking a promotion to a position outside the bargaining unit, as defined in the recognition clause. Provided, further, if the Public Safety Director offers an employee the opportunity to take the polygraph test regarding potential involvement in criminal activity or the potential for disciplinary action, the employee after consulting with the Union may agree to a stipulated polygraph.

ARTICLE 5 - DEFINITIONS OF EMPLOYEES

5.1 Reserves: There shall exist, at the option of the Employer, a reserve unit of reserve commissioned law enforcement officers to which the provisions of the Labor Agreement shall not apply. The purpose of said reserves shall be to supplement, rather than displace, the work of regular officers.

5.2 Regular Full-time Employee: A regular full-time employee shall be defined as any employee who fills a position which is regularly scheduled to work forty (40) hours per week.

5.3 Trial Employee: A trial employee shall be defined as any new hire for the purpose of becoming a regular employee who has not completed eighteen (18) consecutive months of service with the Employer. It is understood that the probationary period is part of the selection process and designed to allow evaluation of an employee's fitness for regular status. As a result, a trial employee may be separated from employment or otherwise disciplined at the sole discretion of the Employer. A new hire that comes in as a lateral transfer shall be subject to a twelve (12) month trial period instead of eighteen (18) months.

ARTICLE 6 - SENIORITY

6.1 "Seniority" as used in this Agreement, is determined by the length of an employee's continuous service within the Toppenish Police Department since his last date of hire, or as provided by Civil Service Rules and Regulations, as applicable. Continuous Service shall include any authorized leave, up to a maximum of one (1) year.

6.2 The Employer will provide the Union with copies of the seniority list during January annually, or at other times by mutual consent. Said list shall be the official seniority register. Should more than one (1) 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 An employee shall lose all seniority, forfeit all rights and the Employer shall have no obligation to rehire said employee under the following conditions:

- A. The employee voluntarily leaves the service of the Employer, or,
- B. The employee is discharged for just cause, or
- C. The employee is discharged during the probationary period; or,
- D. The employee is laid off for a period in excess of twelve (12) consecutive months
- E. The employee is absent due to non-occupational illness or injury for six (6) consecutive months or occupational illness or injury for twelve (12) consecutive months.

6.5 A promotional appointee who is rejected or who voluntarily demotes during the promotional period from the position to which he was promoted shall be restored to the position from which he was promoted.

6.6 Seniority shall be a factor in filling job assignments within the department provided the individual is otherwise qualified based on training, experience, performance and ability as determined by the Public Safety Director or his designee.

6.7 Layoff Procedures: In the event the Employer reduces the number of employees in this bargaining unit, the Employer shall give employees to be laid off a minimum of fourteen (14) calendar days written notice of the last working day of employment. This fourteen (14) calendar day notice shall not include any accrued vacation days or holidays.

6.7.1 If there is a question of any senior employee being qualified to perform the work available in the case of layoff and rehire, the Employer must show cause for not rehiring or laying off such senior employee.

6.7.2 The Employer shall pay for all vacation days and holidays accrued in accordance with Toppenish Personnel Policy Manual and in conjunction with the final payroll warrant. It is understood that final vacation and holiday pay shall be calculated separately for the purpose of deductions.

6.7.3 Layoff shall be by seniority within classification, with employees to be laid off retaining bumping rights. An employee who has been promoted may "bump" back to a previously held position.

ARTICLE 7 - DEFINED LEAVES

7.1 Use of Sick Leave: Sick leave may be requested in the case of personal sickness, disability or medical/dental treatment. Sick leave or other appropriate paid time off may also be used to care for (a) a child of the employee with a health condition that requires treatment or supervision; or (b) a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition. An employee may not take advance leave until it has been earned.

Definitions for the purpose of this policy are:

1. "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is: (a) Under eighteen years of age; or (b) eighteen years of age or older and incapable of self-care because of a mental or physical disability;
2. "Grandparent" means a parent of a parent of an employee;
3. "Parent" means a biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child;
4. "Parent-in-law" means a parent of the spouse of an employee;
5. "Serious health condition" as defined by the U.S. Department of Labor means an

- illness, injury, impairment, or physical or mental condition that involves (a) inpatient care in a hospital, hospice, or residential medical care facility; or (b) continuing treatment by a health care provider;
6. "Sick leave" means time allowed to an employee for illness. Other paid time off (i.e., vacation, compensatory and personal holidays) can be substituted for sick leave if the employee chooses;
 7. "Spouse" means a husband or wife, as the case may be.

Request - An employee requesting sick leave must inform their immediate supervisor or department director no later than four (4) hours before (sooner if possible) the employee is scheduled to begin work if the leave is unplanned, and if possible, ten (10) days in advance if the leave is scheduled. Advance notice is essential in cases where replacement employees or rescheduling is necessary as a result of planned absences. The employee's immediate supervisor approves the sick leave on the timesheet and other applicable leave requesting form that may be used in the department/City. Sick leave with pay is not allowed unless the employee has met and complied with the provisions of this Personnel Policy Manual.

Activities Incompatible with Sick Leave - Any employee who is absent after requesting sick leave or who is on leave as provided by this Article or the Personnel Policy Manual (Other Leaves of Absence) may not engage in work or other activities that are in conflict with the reasons given by the employee for being on sick leave. While on sick leave, an employee must not engage in any activity that would hamper their ability to return to work.

Abuse of Sick Leave - The abuse of sick leave privileges may result in disciplinary action against an employee.

Physician's Statement - If the employee is absent three (3) or more days, the employee's immediate supervisor, department director, or the City Manager may require a written statement from the employee's attending physician that identifies the employee's condition. The statement must also give the doctor's opinion as to when the employee may return to work and be released to perform all of the duties required by their position. Such a statement may also be required from a second or alternate physician designated by the City Manager. Management may require a physician's statement for absences of less than three days if the employee has been using an excessive amount of sick leave and/or management suspects abuse of sick leave privileges.

7.2 Eligibility: Regular, regular part-time, and trial service employees are eligible to accrue and use sick leave. Temporary and emergency employees are not eligible to accrue sick leave.

7.3 Accrual: Regular employees accrue sick leave at the rate of eight (8) hours for each full calendar month of service beginning with the date of employment to a

maximum of nine hundred sixty (960) hours. Regular part-time employees accrue sick leave in proportion to the number of hours worked per week. Sick leave accruals during months when an employee works less than the standard workweek are prorated based on the number of hours actually worked. Sick leave may be used after the first month of employment and is based on an employee's current balance of accumulated sick leave hours.

7.4 Accumulation and Sick Leave Benefit upon Separation: Upon resignation after completing at least ten (10) years of continuous service, death or retirement an employee shall be paid for 25% of their accumulated sick leave.

7.5 Sick Leave Usage: Sick leave may be used as approved by the employee's immediate supervisor, department director, or the City Manager. Pay for approved sick leave is authorized until an employee's accumulated total of sick leave hours has been exhausted.

7.6 Workers' Compensation and Disability Payments: Any regular full-time employee covered by this Agreement, who is injured while on his regular job and unable to return to work, shall be compensated by the Employer in an amount equal to the difference between his regular salary and those monies paid by the State of Washington Temporary Disability Compensation schedule so that the employee shall receive a full day's (eight (8) hours) pay at his regular rate for each eligible day disabled. Such difference in compensation shall be paid from the employee's sick leave bank and only that portion of sick leave pay used shall be deducted from the employee's sick leave bank.

7.7 Sick Leave on Vacation: Whenever a regular employee off duty on paid vacation is actually hospitalized for twenty-four (24) hours or more, during that period, he may charge such absence to his sick leave account. Prompt notice and a doctor's certificate verifying the same shall be supplied to his department head.

7.8 Leave of Absence: The Employer may, at its sole discretion, grant a leave of absence for a period of up to six (6) months. Such leave may be extended at the discretion of the Employer. Such leave of absence, or extension, shall be in writing with a copy to the Union. Employees granted a leave of absence in accordance with this provision shall not acquire seniority during the leave, provided, when the leave is for thirty (30) calendar days or less, no loss of seniority shall occur.

7.9 Leave for Negotiations: For the purpose of contract negotiations, one (1) employee shall be released from regularly scheduled hours of work up to an aggregate maximum of twenty-four (24) hours. It is anticipated that negotiation sessions might continue into the employee's off duty time without compensation.

ARTICLE 8 OTHER LEAVES OF ABSENCE

[Note: All leave provided in this chapter, if taken for purposes covered by the Family and Medical Leave Act, run concurrently with FMLA and apply toward an employee's twelve (12) week entitlement, unless otherwise indicated.]

8.1 Authorized Leave of Absence without Pay: A leave of absence is not a right, but a privilege. Leaves of absence, other than those that qualify as family or medical leave (see Personnel Policy Manual), may be granted without pay in cases of emergency and when a leave of absence would not be contrary to the best interests of the City. A leave of absence is granted only upon written request by an employee who presents the reason for the leave. Approval will be made in writing according to the following provisions:

1. A request for a leave of absence without pay for one (1) week or less may be granted by the department director, depending on the merit of the individual case;
2. A request for a leave of absence without pay in excess of one (1) week may be granted by a department director with the approval of the City Manager, depending on the merit of the individual case; and
3. A leave of absence, without pay, longer than one week, requires that accrued vacation leave be used first. A leave of absence may not exceed twelve (12) consecutive months. Failure to return at the end of the agreed-upon length of leave may be considered abandonment of one's position and grounds for termination.

8.2 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 or spouse 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 the normal commute area of the employees 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.

8.3 Military Leave of Absence: Military leave is granted according to the provisions of Federal and State law, which provide for unpaid leave for employees required to fill an obligation as a member of the Armed Forces Reserves. Whenever possible, the employee making a request for a military leave of absence will notify an immediate supervisor of

the request ten (10) working days before the beginning date of the leave of absence. Any regular full-time employee who is absent from work to serve on an active military reserve unit shall be granted a leave of absence with pay for a total period not to exceed fifteen (15) days per calendar year as established by RCW (currently the calendar defined by statute is October 1 to September 30). It is the intent of this section that it conforms with Section 38.40.060 of the Revised Code of Washington and applicable federal law.

8.4 Maternity Leave of Absence: Maternity leave is leave granted an employee for the period of disability related to pregnancy and childbirth. The time taken as maternity leave is considered an off-the-job disability until the employee's physician releases her for work. Maternity leave is in addition to the provisions of leave as outlined in the Personnel Policy Manual - Family and Medical Leave.

Paid Leave - Maternity leave may be charged to the employee's accrued sick leave, vacation, and compensatory leave. The City will continue its contribution towards the employee's health care insurance as long as the employee remains in paid status. Should the employee go on a leave of absence without pay, the employee would be responsible for both the City and employee's portion of the health care premiums, except if the employee is on Family and Medical Leave.

8.5 Subpoena:

Related to Employment - An employee who is subpoenaed to appear in court as a witness in a matter arising from their job-related duties with the City is granted leave with pay when the employee is appearing during their workday. If the employee appears when off-duty, the employee receives overtime pay or compensatory time. Compensation received by the employee for witness or subpoena fees, and for mileage when traveling in a City-owned vehicle is remitted to the City. Compensation for mileage, when traveling in a private vehicle, is retained by the employee.

Not Related to Employment - If an employee is subpoenaed to appear in court as a witness in a matter not arising from their job-related duties with the City, they will use accumulated leave and provide a copy of the subpoena to their immediate supervisor. Compensation for witness or subpoena fees, mileage, and subsistence is retained by the employee.

8.6 Jury Duty: A regular employee required to report for jury duty during the employee's workday is granted leave with pay. The employee receives full pay from the City for the time served on the jury up to a maximum of two (2) weeks, or until released, provided the employee remits to the City all fees for jury duty as soon as the duty fees are received. Exempt employees will be paid their regular salary for two weeks of jury duty plus any partial weeks in which they perform any work for the City. Compensation for mileage when the employee uses their own vehicle and the subsistence allowance is not to be considered as fees and are retained by the employee.

Notice - Before a regular employee can be granted leave with pay for jury duty, the employee must give their immediate supervisor a copy of the summons to serve on a jury.

If a regular employee is serving jury duty when they are off duty or using vacation or personal leave, all fees, mileage, and subsistence allowances are retained by the employee.

8.7 Administrative Leave: On a case-by-case basis, the City may place an employee on administrative leave with or without pay for an indefinite period of time. Administrative leave may be used in the best interest of the City (as determined by the City Manager) during the pending investigation or other administrative proceeding.

The length of such leave is solely at the discretion of the City based upon the below authorities, except that the length of the leave shall not exceed the length of the situation for which the leave is approved.

1. Administrative leave for one (1) week or less may be granted by the department director.
2. Administrative leave in excess of one (1) week may be granted by a department director with the approval of the City Manager.

8.8 Leave without Pay (LWOP) and Absence without Leave (AWOL):

1. Leave without pay (LWOP) is a short-term, temporary non-pay status and absence from duty which may be granted by the supervisor at the employee's request. Even though the employee will not be paid during their LWOP absence, it should not be assumed that LWOP will be approved in all cases. Just like other types of leave, LWOP must be requested in advance, whenever possible, so that adequate arrangements can be made for completion of the employees work while out on LWOP. The permissive nature of LWOP distinguishes it from absence without leave (AWOL), an unauthorized absence which is considered a serious conduct matter and can lead to disciplinary action.

While an employee has a right to use LWOP in certain circumstances, e.g., situations are covered under the Family and Medical Act (FMLA); the employee's supervisor must nevertheless consider the impact of the requested absence on the work unit and organization. When making a decision on a request for leave without pay that which is not covered by the FMLA, the supervisor in consultation with the department director must consider what if any the benefit to the City may be.

2. LWOP and AWOL are treated much the same way since no pay is received in either case. There is however a significant difference. LWOP is an approved absence, i.e., a non-pay status which the employee has requested and has been approved by the supervisor. Being charged with AWOL (absent without leave)

means that the employee's absence is not authorized even though they may have requested leave. AWOL is considered a serious conduct matter and can result in disciplinary action, up to and including termination of employment.

3. Minimum and Maximum Amounts of LWOP - Like vacation and sick leave, the minimum increment for LWOP is 15 minutes. LWOP is not ordinarily approved for longer than a few days at a time, except for situations which are in the best interest of the City of Toppenish.
4. LWOP of up to twenty-four (24) consecutive hours may be approved by the supervisor. For periods of LWOP exceeding twenty-four (24) hours, the department director shall be the approving official.

It is important to note that LWOP and AWOL will affect certain employee benefits.

- A. Leave Accrual - When an employee is in a non-pay status for any part of the pay period, the prorated amount of vacation or sick leave for the pay period shall be accrued for those hours only that the employee was in a paid status;
- B. Insurances - Except when the LWOP period is associated with an FMLA eligible period, the City portion of health care and life insurance benefit premiums shall only be paid for those hours that the employee was in a paid status during the pay period. All remaining premiums shall be the employee's responsibility payable to the City within forty-five (45) days of the end of the pay period in which LWOP or AWOL hours were accumulated; and
- D. Holidays - Employees must be in paid status on both the workday before and the workday after a legal holiday to be eligible to receive holiday pay. Employees who are on an extended period of leave without pay may not be returned to duty for the sole reason of being paid for a holiday.

ARTICLE 9 FAMILY AND MEDICAL LEAVE POLICY

9.1 Policy Statement: In accordance with the Federal Family and Medical Leave Act (FMLA), the City grants job-protected, unpaid family and medical leave to eligible employees for up to twelve (12) weeks per year for any of the following reasons:

1. The birth of and care for a newborn child, or the placement of a child with an employee in the case of adoption or foster care. Leave for these reasons will expire at the end of the 12 month period beginning on the date of such birth or placement;

2. In order to care for an immediate family member (spouse, child, or parent) if that family member has a serious health condition; and
3. An employee's own serious health condition that makes the employee unable to perform the essential function(s) of their position.

9.2 Definitions:

Twelve-Month Period - A rolling twelve-month period measured backward from the date family and medical leave is taken. The period continues with each additional family and medical leave day taken.

Spouse - Either member of a legally-married pair. If both spouses work for the City, they are entitled to a combined total of 12 weeks of leave if the leave is taken for the birth of a child, the placement of a child for adoption or foster care, or to care for a sick parent. If each spouse uses a portion of the 12 weeks of leave for the purposes specified above, each would be entitled to the difference between the amount they had taken and 12 weeks of FMLA leave for a different purpose. Example, if each spouse took 6 weeks of leave as a result of the birth of a child, each could use an additional 6 weeks due to his or her own serious health condition.

Child - A person younger than eighteen (18) years of age, or a person older than eighteen (18) years of age and incapable of self-care due to a mental or physical disability. An employee's "child" is one for whom the employee has actual day-to-day responsibility. A "child" includes a biological, adopted, foster, or step-child.

Serious Health Condition - A serious health condition is an illness, injury, impairment, or a physical or mental condition involving inpatient care or continuing treatment by a health provider. Continuing treatment involves:

1. A period of incapacity of more than three (3) consecutive calendar days (not working days) and subsequent treatment including either two visits to a health care provider or one visit followed by continuing treatment under the health care provider's supervision;
2. A period of incapacity due to pregnancy or for prenatal care;
3. Treatment for chronic serious health conditions such as asthma and diabetes which (1) requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; (2) continues over an extended period of time (including recurring episodes of a single underlying condition); and (3) may cause episodic rather than a continuing period of incapacity; and
4. Treatments for serious conditions such as cancer that may not be incapacitating but without treatments would result in a period of incapacity of more than three

(3) consecutive days.

Health Care Provider - Any health care provider that is recognized by the City or accepted by the City's group health plan. This may include physicians, dentists, clinical psychologists, optometrists, and chiropractors, nurse practitioners, nurse midwives and clinical social workers.

9.3 Eligibility for Leave: To be eligible for family and medical leave, an employee must have been employed by the City for at least twelve (12) months. Employees must have worked 1,250 hours during the 12 months prior to the commencement of leave. Vacation, personal leave, sick leave or unpaid leave is not included in the 1,250 hour calculation.

9.4 Intermittent or Reduced Leave: An employee may take FMLA leave on an intermittent basis (a few days or few hours at a time) or on a reduced leave schedule as a result of the birth of a child and for the placement of a child for adoption or foster care if the City and the employee agree to such a schedule.

Leave for a serious health condition may also be taken intermittently or on a reduced leave schedule when medically necessary. A "medically necessary" leave is one that involves a medical need for the leave and that can best treat the need through an intermittent or reduced leave schedule. The City may request certification from the health care provider of the employee or family member of the medical necessity of the intermittent leave schedule and the expected duration. Employees are required to schedule intermittent leave that is foreseeable so as not to unduly disrupt the City's operations and so the City can assign employees temporarily to alternative positions with equivalent pay and benefits that better accommodate such recurring periods of intermittent leave.

For regular part-time employees and employees who work variable hours, the FMLA entitlement will be calculated on a prorated basis. A weekly average of the employee's hours worked over the twelve-week period before the beginning of the family and medical leave will be used for calculating the employee's normal workweek.

9.5 Substitution of Paid Leave: After an employee on FMLA leave has exhausted their accumulated vacation leave or sick leave, the remainder of the FMLA leave will be unpaid leave so that the total of paid and unpaid leave equals twelve (12) weeks.

An employee who incurs a work-related illness or injury may be eligible to receive worker's compensation benefits. Any time off due to the work-related illness or injury will count toward the employee's FMLA benefit.

The FMLA Act does not allow for the substitution of compensatory time for unpaid FMLA leave.

9.6 Designating Leave as FMLA Leave: The City has the authority to designate before leave starts, whether any paid leave to be taken counts towards an employee's FMLA leave entitlement, and will notify the employee immediately upon learning that it qualifies as FMLA leave. The initial notification to the employee may be oral, but will be confirmed in writing by the next regular payday. The City's designation is based upon information obtained from the employee or the employee's spokesperson (e.g., spouse, parent, physician, etc. if the employee is incapacitated). The employee must provide enough information to enable the City to make a determination, if not; the City may make a tentative designation until further inquiry is made to obtain the additional information.

9.7 Employee Notice Requirements: An employee must provide the City with at least thirty (30) days advance notice before FMLA leave is to begin if the leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition. Failure to provide the notice will give the City the right to delay the taking of leave until at least thirty (30) days after the date the employee provides notice to the City of the need for FMLA leave. If thirty (30) days notice cannot be provided, notice must be given as soon as practicable. Verbal notification should be provided within one or two business days of when the need for leave becomes known to the employee. When planning medical treatment, the employee will consult with the City and make a reasonable effort to schedule the leave so as not to "unduly disrupt the City's operations, subject to the approval of the health care provider."

Medical Certification - If the employee's leave is to care for the employee's seriously ill spouse, child, or parent or due to the employee's own serious health condition, the request must be supported by a certification issued by the health care provider of the employee or the employee's ill family member. When the leave is foreseeable and at least 30 days notice has been provided, the medical certification should be provided before the leave begins. The City will allow at least 15 calendar days for the employee to comply with the request for medical certification. Medical certification forms will be made available by the Human Resources office.

Second Opinion - The City may require a second medical opinion (at the City's expense). Pending receipt of the second opinion, the employee is provisionally granted leave. The City may also request periodic reports on the employee's status and intent to return to work, or a fitness-for-duty report from the employee's attending physician advising when the employee can return to work.

If the opinions of the employee's and the City's designated health care providers differ, the City may require a third opinion (at the City's expense). The third health care provider will be designated or approved jointly by both the employee and the City. The third opinion is final and binding. The City will reimburse an employee or family member for any reasonable travel expenses incurred to obtain the second and third opinions.

Confidentiality - All documentation related to the employee's or family member's medical

condition is held in strict confidence and maintained in the employee's confidential medical file in the Human Resources office.

9.8 Payment of Group Health Premiums: The City will maintain (including the continuation of paying the City's share of the premiums) the group health insurance coverage for an employee's FMLA leave period whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. Any portion of group health plan premiums which the employee has paid before starting an FMLA leave must continue to be paid by the employee during the leave. Any changes to premium rates and levels of coverage or other conditions of the plan that apply to other active employees also apply to eligible employees on FMLA leave. The City will give advance written notice to employees of the terms for payment of premiums during FMLA leave. If FMLA leave is unpaid, the City requires that payment of the employee's portion of the payment of health benefit premiums will be made by the employee to the City. Payment is required at the same time as if it would be made by payroll deduction.

The City's obligation to maintain group health benefits ends after a premium payment is more than 30 days late. The City will provide 15 days notice that coverage will cease if the employee's premium is more than 30 days late. If coverage should lapse while the employee is on FMLA leave, they will be restored to equivalent coverage upon return to work and will not be required to meet any qualification requirements imposed by the health care plan such as preexisting waiting periods or passing a medical exam to obtain coverage.

Failure to Return to Work - The City may recover its share of health plan premiums during a period of unpaid FMLA leave from an employee if the employee fails to return to work at the end of leave. The only exception is where the employee does not return due to the continuation, recurrence, or onset of a serious health condition of the employee or the employee's family member or "other circumstances beyond the employee's control."

9.9 Rights upon Return to Work: When an employee returns from an FMLA leave, they will be restored to the same or an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The Family Medical Leave Act does not require the City to place a returning employee in the same position. If a position in which an employee is placed is equivalent, the employee has no right to be restored to the original job.

The employee's restoration rights are the same as they would have been if the employee had not been on FMLA leave. For example, if the employee's position would have been eliminated, or if the employee would have been terminated, the employee does not have the right to be reinstated upon return from FMLA leave.

Seniority - An employee is not entitled to seniority or benefit accruals during periods of

unpaid family and medical leave. However, an employee does not lose seniority or benefits accrued prior to family and medical leave.

Early Return - Since an employee may only be required to take FMLA leave for reasons that qualify and may not be required to take more leave than necessary, the employee may be promptly restored if the employee requests reinstatement earlier than originally scheduled, but should where foreseeable, give the City reasonable advance notice, generally at least two working days.

Request for Extension - An employee should give reasonable notice to the City of the need for an extension, and provide updated medical certification, if appropriate, if less than the 12 weeks of FMLA leave has been used.

Failure to Return to Work - An employee who does not (or is unable to) return to work after exhausting the 12 weeks is no longer protected by FMLA. If the employee is able to return at some time after the 12 week FMLA leave has expired, the employee may be reinstated to the employee's same or similar position, if available, in accordance with applicable laws. If the employee's same or similar position is not available, the employee may be terminated.

ARTICLE 10 – HOURS OF WORK -OVERTIME

10.1 Twelve (12) Hour Work Schedule- Those employees assigned the twelve (12) hour shift will be scheduled for a two (2) work week rotation which consists of five (5) twelve (12) hour days and two (2) ten (10) hour days. Meal time shall consist of a forty-five (45) minute break per twelve (12) hour shift as near as convenient to the middle of the shift. Rest breaks shall consist of two (2) fifteen (15) minute periods, one during the first half of the shift, the second during the second half of the shift, provided that the shift supervisor may make appropriate adjustments. An employee may be changed to an eight (8) hour shift for training, provided said employee shall not lose any time and will not be forced to use unscheduled accrued personal leave.

10.1.1 Four-ten (4/10) Work Week - Those employees assigned the four-ten (4/10) shift will be scheduled for a work week consisting of four (4) consecutive days of ten (10) consecutive hours falling within Sunday through Saturday. The meal period shall consist of a forty-five minute (45) meal break. Rest breaks shall consist of two (2) twenty (20) minute periods, one during the first half of the shift, the second during the second half of the shift, provided that the shift supervisor may make appropriate adjustments. 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.

10.1.2 Five-eight (5/8) Work Week - Those employees assigned a five-eight (5/8) shift will be scheduled for a workweek consisting of five (5) consecutive days and eight (8) consecutive hours falling within Sunday through Saturday. The meal period shall consist of a one-half (1/2) hour meal break. Rest breaks shall consist of two (2) fifteen (15)

minute periods, one during the first half of the shift, the second during the second half of the shift, provided that the shift supervisor may make appropriate adjustments.

10.1.3 As described above work shifts will include the stated meal period as near to the middle of the shift as possible and the rest periods as near to the middle of each half of the shift. Employees may be required to respond to emergency situations during meal and rest periods.

10.2 Schedules - Tentative work schedules showing the employees shifts, work days and hours, shall be posted on the bulletin board twenty (20) calendar days prior to the effective date of the shift. Seven (7) calendar days prior to the date of the shift a finalized schedule change shall be posted. Thereafter, no further changes will be made except for approved shift exchanges, emergencies or circumstances beyond the control of the Employer or employees. No covered employee shall be required to work a shift with less than an eight (8) hour rest break between shifts, except for unusual occurrence or by mutual consent of the affected parties and the approval of their shift commanders.

The Public Safety Director has the final authority on the approval of the shift schedules to be worked in the department.

10.3 As used in this Article, "unusual occurrences" mean law enforcement related activities which occur on an infrequent or sporadic basis that are outside the scope of the normal routine activities of the department. Some examples of unusual occurrences are: Homicides Investigations, Serious Assault Case Investigation, Extreme acts of nature (Floods, Etc), and unforeseen or unplanned personnel leave due to illness or injuries. This section is not intended to be used as a means to cancel pre-approved annual leave.

10.4 Under all circumstances the employee is required to be dressed and available to handle calls at the beginning of the scheduled shift.

10.5 Employees, with the approval of the Public Safety Director, Captain or Sergeant, may exchange days off when unforeseen circumstances arise. Such an exchange in shift shall not by itself constitute a basis for entitlement to overtime compensation.

10.6 Overtime shall be defined as hours worked in excess of forty (40) hours per work week for work weeks defined in the Sections 10.1.1 and 10.1.2. Overtime shall be earned and paid in quarter (1/4) hour increments with any portion rounded to the nearest quarter (1/4) hour. Overtime pay shall be based upon the employees monthly wage divided by one hundred seventy-three and one-third (173.3) hours, multiplied by the applicable rate, which would be either time and one-half (1 ½) or two (2) times the hourly rate for double time. Hours worked in excess of 40.00 hours to 46.00 hours per work week shall be paid at the overtime rate of time and one-half (1 ½). Hours worked in excess of 46.00 hours per work week shall be paid at double time. Regular scheduled shift changes shall not be a basis for overtime. Regular scheduled shift changes are defined as changes to employees start times and possibly days off commencing on the 1st Sunday of the following months; January, April, July, October.

Overtime hours associated with training and travel will not be included in the overtime calculation in this section and will be paid at time and one-half (1 ½) for any hours worked in excess of forty (40) hours in the work week.

When required to appear in court to testify outside of the employee's regularly scheduled shift, the employee shall be paid a minimum of four (4) hours at the applicable time and one-half rate (1 ½). These four (4) hours will not be included in the overtime calculation in this section. A court appearance which begins or ends within, or is contiguous to, the employee's regularly scheduled shift shall be considered as a continuation of that shift and will be included in the hour calculation of one and one-half (1 ½) or double (2) time compensation.

10.6.1 The Employer has the right to schedule overtime work consistent with the Employer's obligations to the public. Though employees may not refuse overtime, voluntary arrangements will be used to the extent practical. The Employer will endeavor to give ample advance notice of overtime assignments and shall distribute overtime equitably among those qualified to perform the work.

10.6.2 Overtime while on a twelve (12) hour schedule shall be defined as hours worked in excess of eighty (80) hours in a two week period paid at time and one half.

10.7 In the event of an employee being called back to duty outside of the employee's regularly scheduled shift, the employee shall be paid a minimum of two (2) hours. This minimum shall be included in the hour calculation for one and one-half (1 ½) or double (2) time compensation.

10.8 Employees required to attend patrol or staff meetings, outside of their regularly scheduled shift, shall be paid a minimum of two (2) hours at the rate of compensation at one and one-half (1 ½) times the applicable rate of pay. Patrol or staff meeting attendance which begins, ends, is within, or is connected to the employee's regularly scheduled shift shall be considered as a continuation of that shift. This minimum shall not be included in the hour calculation for one and one-half (1 ½) or double (2) time compensation.

10.9 Employees called back to work when off on scheduled annual leave shall be paid for time actually worked at double the employee's regular straight time rate of pay; any such hours the employee is unable to take when called back to work will be placed back into said employee's annual leave bank.

10.10 Employees called back to work on a scheduled day off taken in combination with a scheduled annual leave (vacation) consisting of seven (7) consecutive calendar days shall be paid for time actually worked at double the employee's regular straight time rate of pay.

10.11 Compensatory time off in lieu of pay may be granted by the Public Safety Director upon employee's request. Said time shall be credited at time and one-half (1-1/2) the overtime hours worked and may accrue to a maximum of thirty-two (32) hours. Any compensatory time not taken by November 1st annually, shall be paid on the (15th) day of December

ARTICLE 11 - PAY ARRANGEMENTS & TERMINATION OF EMPLOYMENT

11.1 **Paydays:** All employees shall be paid on the seventh (7th) and twenty-second (22nd) days of each month, provided however, if said dates fall on a weekend or holiday then salary shall be paid on the last business day immediately preceding such holiday or weekend. There shall be no deduction other than required by law or authorized in writing by the employee.

11.2 **Termination:** An employee who resigns shall provide fourteen (14) calendar days written notice of resignation, which shall include the reason for resignation and the last day of work, provided that such notice may be shorter with approval of the Public Safety Director. Upon termination all accrued vacation days, holidays, and other authorized earned time shall be paid as provided herein, however, an employee who fails to provide such notice shall forfeit an equal number of accrued vacation and/or holiday time. In case of death of an employee, such compensation shall be made to the next of kin of the deceased in accordance with State statute (RCW, Title 11).

ARTICLE 12 - CLASSIFICATIONS - WAGE RATES - OTHER COMPENSATION

12.1 The monthly wages for employees covered by this Agreement are set forth in Appendix "A", attached hereto and made part of this Agreement.

ARTICLE 13 - VACATION / HOLIDAY LEAVE / VACATION LEAVE

13.1 **Eligibility:** Regular employees and regular part-time employees are eligible to use accumulated vacation leave after the completion of the probationary period or after six (6) months whichever is less. Use of these accrued and accumulated vacation hours are subject to approval by the employee's immediate supervisor. An employee's vacation may not exceed the amount of vacation time the employee has actually accrued and accumulated.

Temporary and emergency employees are not eligible to earn vacation leave with pay.

13.2 **Vacation Accrual:** Vacation leave is accrued starting on the employee's first day of employment.

1. First three (3) years (1-36 months) of continuous service: 8 hours per month;
2. Through fifth (5th) year (37-60 months) of continuous service: 10 hours per month;

3. Through ninth (9th) year (61-108 months) of continuous service: 12 hours per month;
4. Through fifteenth (15th) year (109-180 months) of continuous service: 13.3 hours per month; and
5. After completion of fifteenth (15th) year and beyond (181+ months) of continuous service: 16.67 hours per month.

Vacation leave for a regular part-time employee is accrued from their employment date at a prorated amount.

13.3 Use of Vacation:

Scheduling - The dates and length of time an employee uses accumulated vacation leave requires prior approval by the employee's immediate supervisor. Employee's are expected to plan as far in advance as is practical their request for and use of vacation time and communicate those requests to their supervisor. The supervisor takes into account the wishes of the employee as well as the needs of the City.

Maximum Hours - Vacation leave may be used as accumulated. Vacation leave is however, not available for use until earned and posted to the employee's accrued vacation leave following the end of the current pay period. As of December 31 of each year, no employee will be permitted to have an accumulated amount of accrued vacation leave in excess of two hundred forty (240) hours. Any accrued vacation leave in excess of 240 hours will be forfeited. Employees are expected to responsibly manage their vacation leave balance to avoid shortfalls and excesses.

13.4 Vacation Payoff at Termination: A terminating employee is paid for accrued and accumulated vacation leave at the rate of pay in effect at the time of separation.

When termination is caused by an employee's death, such compensation shall be made to the next of kin in accordance with State Statute RCW Title 11.

13.5 Effect of Extended Military or Other Leave of Absence: An employee who is granted a military or other leave of absence exceeding one hundred and eighty (180) calendar days may request payment for accumulated vacation leave that remains on their record. An employee may also request payment for any accrued vacation as of the date the employee's military leave commences.

13.6 Vacation Cash-Out and Required Vacation: An employee may, once each calendar year, request and receive payment in exchange for accrued vacation leave. The maximum number of vacation hours that may be exchanged is forty (40) hours. An employee who requests a cash payment for up to forty (40) hours of vacation leave does not need to provide justification. However, the employee is required to take the equivalent of at least one (1) week of actual vacation/rest time each calendar year. In

addition, the utilization of this benefit may not draw down the employee's vacation below forty (40) hours.

13.7 The Employer will commence arranging vacation scheduling during the month of March in the order of employee's seniority. Any vacations scheduled during the remainder of the calendar year (and requested over twenty (20) days in advance of the requested time off), shall be scheduled in the order of request without regard for seniority. All requests for leave are subject to approval of the Public Safety Director or his designee. If a request is denied, the reasons for such denial shall be communicated to the employee.

13.8 Holiday Leave: The following are recognized as holidays by the City:

<u>Holiday:</u>	<u>When Recognized:</u>
New Year's Day	January 1st
M.L. King Jr.	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	4th Friday in November
Christmas Eve	December 24th
Christmas Day	December 25 th
Floating Holiday	As scheduled (See below)

The scheduling and use of the floating holiday shall not create overtime unless approved by the immediate supervisor.

13.9 Given the nature of work conducted by the Police Department, most employees in the bargaining unit can not be permitted to take Holidays on the day they fall. As a result, each such regular, full time employee shall be credited with eighty-eight (88) hours, eleven (11) days of Holiday time with pay effective January 1st, annually. Said time must normally be taken during the calendar year earned or the leave time will lapse December 31st.

13.10 Though in lieu Holiday time is credited in total at the beginning of the calendar year, it shall be earned at the rate of 7.33 hours per month. Employees entering or leaving City service during the calendar year will have their Holiday time pro-rated accordingly. Those leaving City employment for any reason shall have the appropriate payment or deduction reflected in their final paycheck.

13.11 In Lieu Payment: No employee shall receive payment for more than two-hundred-forty (240) hours, of combined vacation and holiday leave at the time of termination or retirement. However, no employee shall lose accumulated leave time

because his request for leave has been denied, unless reasonable opportunities for leave have been refused by the employee.

ARTICLE 14 - LIABILITY INSURANCE

14.1 The Employer agrees to provide insurance coverage and/or legal defense services to employees to reasonably protect them from liability lawsuits brought by third (3rd) parties due to acts performed in the line of duty and within the scope of employment. It is understood that said protection does not extend to any dishonest, fraudulent, criminal or malicious act(s).

ARTICLE 15 - HEALTH CARE BENEFIT PLANS

15.1 Medical - Employee: The Employer shall pay, on behalf of the individual regular full-time employees of the bargaining unit, the total health/medical insurance premium for each employee who is enrolled and eligible for coverage. The City will pay 95% of the total premium cost of the plan and employees will pay 5% of the premium upon ratification.

Effective January 1, 2011 the City will pay 90% of the total premium cost of the plan and employees will pay 10% of the premium.

15.2 Effective January 1, 2009, the Employer will continue to contribute toward the Association of Washington Cities, Plan "A", medical program and Washington Teamsters Welfare Trust Dental Plan A and Washington Teamsters Welfare Trust Vision Plan EXT.

15.2.1 Effective January 1, 2009, Dental Plan A contribution rate of \$118.72 per month.

15.2.2 Effective January 1, 2009, Vision Plan EXT, contribution rate of \$11.35 per month.

15.2.3 Effective January 1, 2009, in addition to the above benefits, the City shall provide each employee with a \$20,000 life insurance policy at no cost to the employee.

15.2.4 Effective January 1, 2011 employees will move to one of the three plans under discussion, (All employees need to select the same plan and carrier)

AWC Plan PPO

UEBT Plan A-4

Washington Teamsters Welfare Trust Plan A

15.3 In the event that the members of the bargaining unit elect to cancel any of the above cited plans, an amount equal to the resulting premium savings shall be reduced from any portion of the premiums paid by employees. If the employee amount is reduced to nothing (\$0), there shall be no other reimbursement or compensation paid employees.

15.4 Employee Responsibility: Each employee has been provided a copy of this Agreement and current copies of the benefit description booklets for each of the above cited plans. It is the responsibility of the employee to read this material, to determine when he will become eligible for each benefit. In the event an employee should have a month go by in which he is not compensated for the required number of hours for the Employer to pay his premium, it is the employee's responsibility to make alternate arrangements for premium payment to continue coverage(s).

15.5 Insurance Carrier Designation: For the term of this Agreement, the Employer shall maintain participation in the designated Teamster Trusts (i.e. vision and dental), so long as they meet benefit and claim commitments. However, the Employer retains the right to select the insurance carrier for the medical plan provided benefit levels are not materially reduced or the cost to the employees increased.

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

16.1 The Employer shall not discharge, demote or suspend any employee without just cause. The Employer retains the right to discharge new employees at will during or at the end of the designated probationary period and the discharge shall not be subject to further recourse under this Agreement.

16.2 Progressive Discipline: Whenever poor work performance or improper conduct occurs, generally a gradual increase in the level of disciplinary action will be initiated with the object of correcting the problem(s). Often counseling and verbal warnings will accomplish the objective, but in certain situations, written warning(s), reprimand(s), suspension, demotion or discharge may be required. When deciding the degree of disciplinary action, the Employer will assess the circumstances surrounding the incident(s), the severity of the offense, and the past conduct of the employee.

16.3 A copy of such written warning notice shall be submitted to the employee and the Union's Yakima office within fourteen (14) days of the date of the cited violation or fourteen (14) days from the date said violation became known to the Employer. Noncompliance with the above time limit(s), except due to unavailability of designated recipients, will set aside the written notice as being null and void.

16.3.1 At the time of issuance, and prior to placement in personnel records, the employee shall be given the opportunity to read, sign and answer all written warning notices. The employee's signature shall not signify an admission of guilt or concurrence to the change but shall be requested to indicate the employee comprehends the gravity of the disciplinary action upon written request of the employee.

16.3.2 Written warning notices shall be removed from an employee's personnel record at the end of a twelve (12) month period provided no additional written warning for the same or similar act has been issued during that period. In the latter event, the expiration period of the subsequent warning shall control. These requests shall be processed through the Department Director.

16.4 If a written reprimand is to be issued, the employee shall be informed by his supervisor of the impending action and a meeting shall be scheduled within seven (7) calendar days to explain the grounds for discipline. At said meeting, the employee shall have the right to be accompanied by a representative and afforded the opportunity to present information and/or ask questions.

16.4.1 Upon issuance of a reprimand, a copy shall be provided to the employee and the Union's Yakima office. The employee shall have the right to appeal and/or submit a written answer to any and all charges within seven (7) calendar days. Any written answer shall be made a part of the reprimand and the employee and the supervisor shall sign both documents. Said signatures do not signify admission or concurrence, but merely acknowledgment.

16.4.2 A written reprimand may be appealed in accordance with Article 17 - Grievance Procedure of this Agreement. A written reprimand shall be removed from an employee's personnel record after eighteen (18) months upon written request by the employee. These requests shall be processed through the Department Director.

16.5 In the event an employee is to be suspended, demoted or discharged, a written notice of such action, and the reasons therefore, shall be provided to the employee and the Union Business Representative. Such notice shall be given no later than twenty-four (24) hours prior to the effective date of suspension, demotion or discharge. Any such disciplinary action(s) may be appealed either through the Grievance Procedure of this Agreement or to the Toppenish Civil Service Commission, provided the latter has jurisdiction. Election of appeal procedure shall be made in writing to the Employer within ten (10) calendar days of the employee's receipt of the Employer's original notice. Said election of forums shall be final and binding and in no case shall the employee be permitted appeal through both procedures. If no appeal is submitted within the designated time period, the Employer's action will be deemed justified and conclusive.

ARTICLE 17- GRIEVANCE AND ARBITRATION PROCEDURE

17.1 Policy: The parties recognize that the most effective accomplishment of the work of the Employer requires prompt consideration and equitable adjustments of the employee grievances. It is the desire of the parties to adjust grievances informally whenever possible, and both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there may be grievances which can be resolved only after a formal review. Accordingly, the following procedure is hereby established in order that grievances of employees covered by this Agreement may be resolved as fairly and expeditiously as possible.

17.2 "Grievance" as used herein shall mean any dispute involving the interpretation or application of the provisions of this Agreement.

17.3 Procedure: The following procedure is established to resolve grievances provided, however, that any member of the bargaining unit, at any time, may present his grievance to the City in accord with R.C.W. 41.56.080.

17.3.1 Step I: An employee having a concern which he feels could be a grievance shall bring up and discuss the matter within fourteen (14) calendar days of the date that the incident being grieved occurred, or it shall be deemed waived. The employee shall first (1st) discuss the matter with his/her immediate supervisor, to provide an opportunity for clarification and/or appropriate adjustment consistent with the terms of this Agreement. The supervisor shall make every effort to resolve the grievance within fourteen (14) calendar days from the date the grievance is raised by the employee. The employee shall have the option of being accompanied by his Union Representative if he/she feels it is necessary.

17.3.2 Step II: If the grievance is not resolved with the decision of the employee's supervisor in Step I, then the Union and the employee within fourteen (14) calendar days after the supervisor's decision shall discuss the matter with the Public Safety Director in an attempt to resolve the grievance. The Public Safety Director shall make every effort to resolve the grievance within fourteen (14) calendar days from the date the grievance is submitted to him.

17.3.3 Step III: If the grievance is not resolved with the decision of the Public Safety Director, then within fourteen (14) calendar days of the Public Safety Director's determination the grievance shall be reduced to writing and submitted to the City Manager. The written grievance shall include the reasons why the employee or Union believes the Public Safety Director's interpretation and/or application of the Agreement are incorrect and the proposed resolution of the grievance. The Union and the City Manager shall attempt to resolve the grievance within fourteen (14) calendar days after the grievance is submitted to the City Manager.

17.3.4 Step IV: If the grievance is not resolved in Step III, it may be referred to a committee consisting of four (4) members, two (2) appointed by the City Manager and two (2) appointed by the Union. Such committee shall attempt to reach a majority decision on such dispute or grievance within fourteen (14) calendar days. A majority decision of the committee shall be final and binding upon the parties to this Agreement and upon the complaining employee or employees, if any. If such committee fails to reach a majority decision on such grievance submitted to it within fourteen (14) calendar days, either party shall have the right to submit the grievance to arbitration, Step V.

17.3.5 Step V: If the dispute is not resolved under one of the above steps, then the matter may, within fourteen (14) calendar days, be referred by either party to expedited mediation-arbitration. There shall be no withholding by either side of known facts or evidence, relating to a grievance prior to arbitration. Such withholding shall result in said facts and/or evidence not being admissible in arbitration.

Upon demand for arbitration, both parties shall immediately petition the Federal Mediation and Conciliation Service for the names of seven (7) arbitrators and within seven (7) calendar days from receipt of the list, the two (2) parties shall select one (1) name from it by alternatively crossing off a name until one (1) remains, with the grieving party striking first. This process for selecting an arbitrator need not be followed if both parties agree on any person as impartial arbitrator.

The panel member assigned to a grievance shall meet without delay with the parties and the grievant and attempt to mediate/conciliate the dispute. If an agreement is reached, it shall be reduced to writing, shall be signed by each of the above parties, including the grievant and shall be final and binding.

The arbiter shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented; and shall confine his/her decision solely to the interpretation, application, or enforcement of this Agreement. The arbiter shall confine himself/herself to the precise issue submitted for arbitration, and shall have no authority to determine any other issues not so submitted to him/her. The decision of the arbiter shall be final and binding upon the aggrieved employee, Union and Employer.

Either party has the right to have a representative represent them at any step of the grievance procedure.

The following grievance principles shall govern and be controlling in any and all grievances:

1. While the grievant may be "made whole", any punitive award shall be void and unenforceable.
2. Unless agreed otherwise, only one grievance will be heard at a time by an arbiter.
3. Either party may, thirty (30) days or more prior to the date set for arbitration, by notice to the other, take the grievance out of the arbitration process.
4. The arbitrator shall render his award within thirty (30) calendar days after the close of the hearing or the submission of any written briefs presented by the parties, whichever is later.

17.4 The arbitrator's fees and expenses, the cost of any hearing room, shall be borne equally by the Employer and the Union. All other costs and expenses shall be borne by the party incurring them.

17.5 Time limits are mandatory but may be extended by mutual agreement. Provided, however, any request for extension must be made before the applicable time limit has expired.

ARTICLE 18 - UNIFORMS AND EQUIPMENT

18.1 The City shall provide serviceable uniforms and standard issue equipment specified in the "Departmental Operations Manual" promptly to new employees and on an exchange/replacement basis to regular employees. All uniform and equipment items shall be subject to prior approval of the Public Safety Director, and purchases must be made in accordance with departmental and City purchasing procedures. The City shall provide uniform cleaning and/or maintenance, as required to maintain clean and serviceable uniforms.

18.1.1 Boot Supply and Replacement: The City shall provide each employee with one (1) pair of boots or shoes annually with replacement as needed and approved by the Public Safety Director

ARTICLE 19 - UNION ACTIVITY

19.1 Bulletin Board: The Employer agrees to provide suitable space to be used as a Union bulletin board of not more than six (6) square feet (3' x 2'). No material shall be posted except notices of meetings and elections, results of elections, changes in Union by-laws, notices of employee social occasions and similar Union business. Posting shall be limited to the official bulletin board.

19.2 Union Business: Members of the Union, not exceeding two (2) in number, shall be granted leave from duty without any loss of pay for any meetings between the City and the Union to negotiate wages, hours and working conditions, and for the purpose of handling a grievance or dispute or other related business, when such meeting(s) takes place at a time which any such members are scheduled to be on duty. Such meetings shall be scheduled as practicable to avoid any scheduling conflicts.

ARTICLE 20 - MISCELLANEOUS PROVISIONS

20.1 Medical Exams: Any physical and/or mental examination(s), except for physicals required for purposes of entrance and applications, State disability requirements, Civil Service Commission requirements and Retirement System requirements, which are required by the Employer, shall be taken on Employer time and shall be paid by the Employer. If the Employer requires a physical and/or mental examination the employee shall undergo the physical or mental examination by a physician or institution specified by the Employer.

20.2 Gender: Where 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.

ARTICLE 21 - PERSONNEL FILES

21.1 File Access: An employee or designated representative shall have the right to view

material in his personnel file during regular business hours (9:00 A.M. to 5:00 P.M., Monday through Friday). Requests for copies will be honored at a cost of ten cents (\$.10) per copy. The Employer reserves the right to protect the confidentiality of any information which pertains to individuals other than the employee. The Employer may withhold internal investigatory information until such time as such information is used for disciplinary action.

21.1.1 Upon receiving a request for all or part of a personnel file, the affected employee shall be notified of the request, and the information shall not be released for a period of three (3) business days from the time of said notification, except upon service of a court order or subpoena properly recorded and signed by a judge or magistrate demanding immediate release.

21.2 The Employer will provide an employee with a copy of any derogatory or negative report placed in his personnel file at the time of the action.

21.3 Performance Evaluation: Employer evaluations shall be final and not subject to grievance unless said evaluation results in disciplinary action and/or an economic loss to the employee. Employees will be provided with a copy of the evaluation at the time it is finalized by the Employer. Employees may, however, choose to attach a written response to the evaluation within thirty (30) calendar days after receipt.

ARTICLE 22 - SAVINGS CLAUSE

22.1 It is understood and agreed that all provisions of this Agreement are subject to applicable laws, and if any Article or Section of this Agreement, or any addendum thereto, should be held invalid by operations of law or by any tribunal of competent jurisdiction, or if compliance with law or enforcement of any Article should be restrained by said tribunal, the remainder of this Agreement and addendum shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 23 - TERM OF AGREEMENT

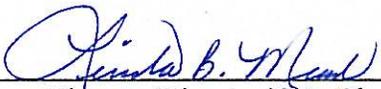
23.1 This Agreement shall be in full force and effect from and including January 1, 2009 through December 31, 2012. This Agreement shall automatically open for wages in 2011 for 2011 and 2012 wage increases.

23.2 **Negotiations:** Upon proper notice by either party to this Agreement, at least one hundred fifty (150) days in advance of the expiration date of this Agreement, the Union and Employer shall commence collective bargaining for the purpose of a successor Agreement.

SIGNED FOR THE CITY:

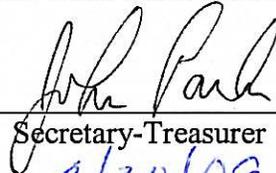
By 
City Manager

Date 4/28/09

By 
Finance Director/City Clerk

Date 4/28/09

SIGNED FOR THE UNION:

By 
Secretary-Treasurer

Date 3/30/09

APPENDIX "A" - CLASSIFICATIONS AND WAGE RATES

POLICE - TEAMSTERS LOCAL UNION #760										
Monthly Rate Jan thru Jun 2009						Monthly Rate Jul thru Dec 2009				
Class Title	Entry	12 Mth	24 Mth	36 Mth	Maximum	Entry	12 Mth	24 Mth	36 Mth	Maximum
Police Officer	3,631	3,813	4,003	4,204	4,540	3,704	3,889	4,083	4,288	4,631
Sergeant	3,993	4,193	4,403	4,623	4,993	4,073	4,277	4,491	4,715	5,092

POLICE - TEAMSTERS LOCAL UNION #760										
Monthly Rate Jan thru Jun 2010						Monthly Rate Jul thru Dec 2010				
Class Title	Entry	12 Mth	24 Mth	36 Mth	Maximum	Entry	12 Mth	24 Mth	36 Mth	Maximum
Police Officer	3,778	3,967	4,165	4,373	4,723	3,853	4,046	4,248	4,461	4,818
Sergeant	4,155	4,362	4,580	4,810	5,194	4,238	4,450	4,672	4,906	5,298

Note: Progression beyond the 36 Month level is based upon annual performance evaluations on employees' anniversary dates. Once an employee receives a performance increase they shall not have it reduced.

The wages effective January 1, 2009 shall be increased two percent (2.0%).
 The wages effective July, 1, 2009 shall be increased two percent (2.0%).
 The wages effective January 1, 2010 shall be increased two percent (2.0%).
 The wages effective July 1, 2010 shall be increased two percent (2.0%).
 Effective January 1, 2011 and January 1, 2012 wages to be opened for negotiations.

APPENDIX "B" - LONGEVITY AND OTHER INCENTIVE PAY PREMIUMS

1.B.1 Longevity Pay: Each regular full-time member of the bargaining unit shall receive longevity pay based upon the schedule listed in this Article.

Longevity Pay shall be established as follows:

- 2nd through 5th year of service .. \$ 20.00 per month, \$ 240.00 per year
- 6th through 10th year of service .. \$ 70.00 per month, \$ 840.00 per year
- 11th year of service and thereafter ...\$170.00 per month, \$2,040.00 per year

Longevity shall be paid in a lump sum on the fifteenth (15th) of December of each year.

1.B.2 Field Training Officer Pay: While assigned as a Field Training Officer, said employee shall receive 10% above their base pay. This pay premium shall not be used in the calculation of overtime compensation.

1.B.3 Defensive and Firearms Instructor Pay: While assigned as a Defensive and Firearms Instructor, said employee shall receive fifty (\$50.00) dollars per event. This pay premium shall not be used in the calculation of overtime compensation.

1.B.4 Interpreter: Employees certified by the City as an Interpreter shall receive an additional fifty (\$50.00) dollars per month. This pay premium shall not be used in the calculation of overtime compensation. The parties agree to continue the discussion of the standard for Interpreter pay.

SIGNED FOR THE CITY:

By Wm Murphy
City Manager

Date 4/28/09

By Heidi B. Mead
Finance Director/City Clerk

Date 4/28/09

SIGNED FOR THE UNION:

By John Park
Secretary-Treasurer

Date 3/30/09