

By and Between

CITY OF GRANDVIEW

**POLICE DEPARTMENT AGREEMENT
DISPATCH & CORRECTIONS**

And

TEAMSTERS LOCAL No. 760

JANUARY 1, 2010 THROUGH DECEMBER 31, 2012

TABLE OF CONTENTS

ARTICLE NO.	NAME OF ARTICLE	PAGE NO.
1	Purpose of Agreement	1
2	Recognition	1
3	Union Security	1
4	Rights of Parties	2
5	Definitions of Employees	3
6	Seniority	3
7	Defined Leaves	4
8	Compensation for Witness or Jury Duty	7
9	Vacations	7
10	Holidays	8
11	Hours of Work & Overtime	9
12	Classifications - Wage Rates - Other Provisions	10
13	Pay Arrangements	11
14	Health Care Benefit Programs	11
15	Discharge - Suspension - Written Warning Notice	12
16	Grievance and Arbitration Procedure	13
17	Strikes and Lockouts	14
18	Liability Insurance	15
19	Uniforms, Equipment, & Safety	15
20	General Provisions - Union Activities	15
21	Personnel Records	16

22	Entire Agreement	17
23	Savings Clause	17
24	Supplemental Pension Plan	17
25	Veba Medical Savings Account	18
26	Term of Agreement	20
	Appendix "A" Classifications - Wage Rates	21
	Appendix "B" Educational Incentive	22
	Appendix "C" Longevity Pay	23
	Appendix "D" Drug Testing Policy	24
	Appendix "E" Post-Trauma Assistance Program	32
	MEMORANDUM OF UNDERSTANDING – Re: Rest & Lunch Periods	34

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 employees 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 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 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: It is recognized that the Employer shall retain its traditional rights to manage and direct affairs of the Employer in all its various aspects, including, but not limited to: The right to manage, direct and supervise all operations of the work force, including the assigning of overtime, to plan, direct, control and determine 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 establish the qualifications for employment, to hire, assign, transfer and promote employees; to demote, suspend, discipline or discharge employees for cause. (Probationary employees without cause). To relieve employees due to lack of work or funds; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

The foregoing functions of the Employer shall not be deemed to exclude other functions of the Employer not specifically set forth above.

The exercise of these rights, which do not conflict with the collective bargaining agreement, shall be the prerogative of the Employer and such exercise shall not be subject to grievance or arbitration.

The above Management Rights shall be exercised in accordance with the Rules and Regulations of the Grandview Civil Service Commission.

4.2 Union Rights: 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), 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 Section 14.1.5. 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 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.

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.

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.

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 one (1) working day of 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 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 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 one (1) working day of sick leave credit 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. For sick leave purposes, a work day shall be defined as either eight (8), ten (10), or twelve (12) straight time hours, depending on the employees regularly assigned work day. 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 one (1) full day 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 Armed Forces of the United States, shall be entitled to and granted a military leave of absence from his employment for a period not exceeding fifteen (15) calendar days during each calendar year. Such leave shall be granted in order that the employee shall be able to participate in his mandatory active training duty. His military leave must be in conjunction with his 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. During the period of military leave, the employee shall receive his base pay. Verification of military orders may be required. The employee shall, in advance, provide an official copy of his 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 (12) 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.

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 (1)	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) days 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 Work on one of the above holidays shall be compensated at one and one half (1 ½) of regular hourly compensation.

ARTICLE 11 - HOURS OF WORK - OVERTIME

11.1 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.

11.1.1 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 bonafide 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.

11.1.2 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 (1 1/2) times the employees straight time rate of pay.

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

11.1.4 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.

11.2 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.

11.3 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.

11.4 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.

11.4.1 All overtime shall be paid for in increments of one-half (1/2) hour with the major portion of one-half (1/2) hour being paid as one-half (1/2) hour.

11.4.2 There shall be no pyramiding of overtime.

11.5 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 (1-1/2) 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.

11.5.1 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.

11.6 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 12 - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

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

12.2 See attached Appendix B - Education Incentive Pay

12.3 See attached Appendix C - Longevity Pay

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

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

12.6 See attached Memorandum – Rest & Lunch Periods

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

ARTICLE 13 - PAY ARRANGEMENTS

13.1 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.

13.2 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.

13.3 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.

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

ARTICLE 14 - HEALTH CARE BENEFIT PROGRAMS

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

14.1.1 City of Grandview Medical Plan (AWC Medical Plan PPO) in an amount sufficient to maintain benefit levels and deductible existing at the time of contract finalization.

14.1.2 City of Grandview Group Dental Plan (AWC Dental Plan E, including the City's employee and children orthodontia coverage) in an amount sufficient to maintain benefit levels and deductible existing at the time of contract finalization.

14.1.3 City of Grandview Group Vision Plan (AWC Vision Service Plan) in an amount sufficient to maintain benefit levels and deductible existing at the time of contract finalization.

14.1.4 City of Grandview Group Life Insurance Plan, in the amount of \$25,000 per employee. An employee will have the option to increase this coverage for employee, spouse and family, at the employee's expense.

14.1.5 After the completion of six (6) months of service and satisfaction of the eighty-five (85) hour per month requirement, non-consecutively, a regular part-time employee will be eligible for employee only medical, insurance, in accordance with AWC eligibility requirements. Part-time employees must satisfy the eighty-five (85) hour requirement in a given month to have the above-mentioned coverage the following month.

14.1.6 Regular part-time employees who meet the eligibility requirements for medical coverage pursuant to Section 14.1.5 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.

14.2 The Employer shall pay one hundred percent (100%) of any increase in premium cost of the above plans as necessary to maintain benefits at contract finalization levels without additional cost to the employee. Effective 01/01/2009 the employee's shall have their pre-tax wages reduced by fifty dollars (\$50) per month for coverage under the above plans.

14.3 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 15 - DISCHARGE - SUSPENSION - WRITTEN WARNING NOTICE
--

15.1 The degree of discipline administered must depend on the severity of the infraction and must be in accordance with Grandview Civil Service rules and regulations and/or this agreement.

15.2 The Employer may discharge or suspend an employee for cause but no employee shall be discharged or suspended unless a written warning notice has previously been given to such employee and copy to the Union of a complaint against him concerning his work or conduct within fourteen (14) calendar days of the date of such violation or fourteen (14) calendar days from the date such violation became known to and verified by the Employer. The fourteen (14) day notice may be extended by mutual agreement between the Employer and the Union. Otherwise, such written warning notice shall be null and void. No such prior written warning notice shall be necessary if the cause for suspension or discharge is dishonesty, drinking related to his employment, carrying unauthorized passengers, insubordination, illegal possession and/or use of federally-designated controlled substances, physical assault on a supervisor or employee at any time while on duty, willful destruction of public property, or such other misconduct which is so serious in nature as to justify suspension or discharge without a written warning notice, inclusive of those items contained in the Grandview Civil Service rules and regulations and the Grandview Police Department Policies and Procedure Manual.

15.3 Any employee who is subject to discharge, suspension, or written warning notice, may seek appeal through either of the following procedures. At the employee's option, an appeal can be made through the contract Grievance Procedure as outlined in Article 16, or through the Grandview Civil Service Commission. The employee's decision of appeal procedure shall be in written form to the appropriate party within ten (10) calendar days, and shall be final and binding on all parties.

15.4 Should any employee option to appeal a disciplinary action through the Grandview Civil Service Commission, the matter shall be handled in accordance with applicable procedures as contained in the rules and regulations of the Grandview Civil Service Commission. Further, any employee found by the Civil Service Commission to have been unjustly disciplined shall be made whole for any lost compensation, including accrued benefits.

15.5 Should any employee option to appeal a disciplinary action through the provisions of this Agreement's Grievance Procedure, the matter shall be handled in accordance with Section 16.4 and subsequent provisions of this Agreement. Any such appeal shall be presented to the Employer within ten

(10) calendar days, exclusive of holidays, after the discharge, suspension or written warning notice, and if not presented within such period, the right of protest shall be waived.

15.6 It is understood that oral warnings are not subject to appeal or grievance.

15.7 Time limits as referred to in this Article 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 16 - GRIEVANCE AND ARBITRATION PROCEDURE

16.1 "Grievance" as used herein shall mean an alleged violation of a specific term or terms of this Agreement, or a dispute involving an interpretation of a term or terms of this Agreement.

16.2 STEP I: An employee having a grievance shall bring up the matter within fourteen (14) calendar days of the concern giving rise to the grievance, or within fourteen (14) calendar days of the date on which such matter became known to the employee, or it shall be deemed waived. The employee is to first (1st) discuss the matter with his immediate supervisor, to provide an opportunity for clarification and/or appropriate adjustment, consistent with the terms of this Agreement. Step I shall utilize no more than fourteen (14) calendar days after notification to the immediate supervisor or the grievance shall be deemed waived. The employee shall have the option of being accompanied by his union representative if he feels that it is necessary.

16.3 STEP II: If it is determined a grievance does exist and it is not resolved in Step I, the grievance shall be reduced to writing within fourteen (14) calendar days. An attempt will be made to resolve the grievance with the department head, and/or City Supervisor, the Union representative(s), and the grievant(s), within fourteen (14) calendar days after receipt of the written grievance. If the grievance is not satisfactorily resolved within this fourteen (14) calendar day period, it shall be referred to Step III, or it shall be deemed waived, unless otherwise agreed to by the parties.

16.4 STEP III: The grievance shall be referred to a committee consisting of four (4) members, two (2) appointed by the Employer and two (2) appointed by the Union. Such committee shall attempt to reach a majority decision on such dispute or grievance. If such committee fails to reach a majority decision on such dispute or grievance submitted to it within fourteen (14) calendar days, either party shall have the right to submit the dispute or grievance 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. Further, the parties agree to use a panel of five (5) standing Mediator/Arbiters. They are: Phil Kienast, Timothy Williams, Gary Axon, Janet Gaunt, or Fred Rosenberry.

Either party may unilaterally remove a mediator/arbitrator at any time as long as there is no dispute pending at the time. Mediator/Arbitrator vacancies shall be filled by mutual agreement.

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.

If, after a concerted effort, a single mediation meeting does not produce a settlement, the mediator/arbitrator shall immediately convene an informal arbitration hearing. Witnesses, evidence and exhibits shall be kept to a minimum and the rules of evidence shall not apply.

The mediator/arbitrator shall, on the same date of the hearing, provide a written "bench award" as a binding settlement of the grievance.

The mediator/arbitrator 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 mediator/arbitrator 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 mediator/arbitrator 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 arbitrator.
3. Either party may, 30 days or more prior to the date set for mediation/arbitration, by notice to the other take the grievance out of the mediation/arbitration bench award process. In that event, the grievance will proceed as a formal arbitration, subject to the usual rules and procedures.

16.5 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.

16.6 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.

16.7 All grievances as defined in this Article shall be settled in accordance with the procedures outlined above, and there shall be no lockout, strike, or interruption of work or slowdown during the life of this Agreement. A contractual grievance shall not be appealable to the Grandview Civil Service Commission.

ARTICLE 17 - STRIKES AND LOCKOUTS

17.1 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 18 - LIABILITY INSURANCE

18.1 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 19 - UNIFORMS, EQUIPMENT & SAFETY

19.1 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.

19.2 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.

19.3 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.

19.4 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 20 - GENERAL PROVISIONS AND UNION ACTIVITY

20.1 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.

20.2 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.

20.3 Non-discrimination: The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without unlawful discrimination as to age, sex, marital status, membership in the Union, race, color, creed, religion, national origin, or political affiliation. No employee shall suffer a reduction of wages or more favorable working conditions due to the signing of this Agreement.

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

20.5 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.

20.6 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.

20.7 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 shorthandedness in personnel, and those circumstances involved in a bonafide emergency.

ARTICLE 21 - PERSONNEL RECORDS

21.1 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. 21.2 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.

21.3 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.

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

21.5 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.

21.6 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.

21.7 After the expiration of five (5) years from the date of a written reprimand or date on which other derogatory material other than yearly evaluations is placed in his file, an employee may request that such discipline or material be removed from his file. A recurrence of the same, or substantially same, offense resulting in a written reprimand may extend the time limit to five (5) years from the most recent offense. There shall be a similar maximum of seven (7) years on suspensions. A recurrence of the same, or substantially same, offense resulting in a suspension without pay or demotion may extend the time limit to seven (7) years from the most recent offense.

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

ARTICLE 22 - ENTIRE AGREEMENT

22.1 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 23 - SAVINGS CLAUSE

23.1 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 24 - SUPPLEMENTAL PENSION PLAN

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 3 and 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.

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.

3. Effective January 1, 1999, one dollar (\$1.00) per compensable hour not to exceed eight dollars (\$8.00) (ten dollars \$10.00 for 10 hour shift employees) per day and forty dollars (\$40.00) per week.

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.

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.

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 25 – VEBA MEDICAL SAVINGS ACCOUNT

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.
2. 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.
3. 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.
4. 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 26 - TERM OF AGREEMENT

26.1 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, 2012, and shall be effective as of 12:01 A.M., PST January 1, 2010. January 1, 2011 and 2012 shall automatically be open for wages and healthcare only.

26.2 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

TEAMSTERS LOCAL #760

By _____
Mayor

By _____
Secretary-Treasurer

Date _____

Date _____

By _____
City Administrator

Date _____

Attest _____
City Clerk

Date _____

APPENDIX "A"
CLASSIFICATIONS AND WAGE RATES

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

Dispatcher/Clerk (Julie, Kendra, Nancy)

Year	Entry	12 Months	24 Months	36 Months	48 Months	60 Months
2009	\$2589	\$2691	\$2793	\$2895	\$2997	\$3097
2010	\$2667	\$2772	\$2877	\$2982	\$3087	\$3190

Dispatcher/Corrections Officer* (Chris)

Year	60 Months
2009	\$3458
2010	\$3562

Lead Dispatcher/Corrections Officer* (Kathy)

Year	60 Months
2009	\$3804
2010	\$3918

(The 2009 & 2010 amount includes the 10% assignment provision)

Certified Corrections Officer (Cole)

Year	Entry	12 Months	24 Months	36 Months	48 Months	60 Months
2009	\$3075	\$3172	\$3269	\$3366	\$3463	\$3558
2010	\$3167	\$3267	\$3367	\$3467	\$3567	\$3665

(The 2009 & 2010 amounts include the \$100 certified corrections specialty pay)

Administrative Assistant/Certified Corrections Officer (Cindy)

Year	60 Months
2009	\$3904
2010	\$4021

(The 2009 & 2010 amount includes the 10% assignment provision and the \$100 certified corrections specialty pay).

*Grandfathered Dispatcher/Clerk to Corrections Officer classification per Letter of Understanding Resolution No. 2003-12.

Specialty pay for interpreter and EMT 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

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 supercedes 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 collection, 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

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 departmental 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 be 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, then 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.

MEMORANDUM OF UNDERSTANDING
to the
POLICE DEPARTMENT AGREEMENT
DISPATCH - CORRECTIONS - ANIMAL CONTROL
By and Between
CITY OF GRANDVIEW, WASHINGTON
and
TEAMSTERS LOCAL NO. 760

Re: Rest and Meal Period Intent

The parties agree this Memorandum of Understanding is intended to further explain 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 have it picked up either by themselves or by a patrolman as staffing and time allow.

Officers will accommodate this process in every way possible.