ORIGINAL

By and Between

THE CITY OF GRANDVIEW POLICE DEPARTMENT AGREEMENT SERGEANTS – PATROL

And

TEAMSTERS LOCAL No. 760

JANUARY 1, 2019, THROUGH DECEMBER 31, 2021

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ARTICLE 1 - PURPOSE OF AGREEMENT

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

ARTICLE 2 – RECOGNITION

2.1 The Employer recognizes the Union as the certified collective bargaining representative for all regular full-time and regular part-time uniformed police personnel of the City's Police Department, with the exception of the Police Chief and Assistant Police Chief.

ARTICLE 3 - UNION SECURITY AND DUES CHECK-OFF

3.1 Joining the Union: All employees in this bargaining unit have the right to voluntarily join the Union. The Union as the Exclusive Bargaining Representative agrees to carry out its responsibilities under RCW 41.56.080.

3.2 Questions About Union Membership: If an employee has questions about Union membership, the Employer will remain neutral and direct the employee to discuss this topic with a Union Staff Representative. The Union's Staff Representative shall address the employee's inquiry as soon as possible.

3.3 New Employee Orientation: These provisions shall be carried out in conformity with RCW 41.56.037. The Employer agrees to notify the Union Representative in writing of any new employee orientation date within a reasonable period of time. The Employer shall provide the name of the employee, corresponding job title, and Department. A Union official shall be granted up to thirty minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership and dues authorizations.

3.4 Signed Dues Deduction Authorization: Current union members and those who choose to pay monthly dues via a signed payroll deduction authorization will have their dues deducted once each month from their pay by the Employer. The signed payroll deduction authorization may be submitted electronically or by paper writing and must be presented to the Employer's Human Resources/Clerk position. The deduction will begin in the payroll period after submission of the due's deduction authorization card or as soon as administratively possible if not submitted with enough time to make the next payroll period. If the employee chooses to discontinue union membership and payment of dues, said employee must provide notification to the Union and the Employer. Such discontinuance shall be effective in the next payroll period after notification. The Employer is not a party to the authorization for payroll deduction as that is between the employee and the Union.

3.5 Amounts Deducted: The amounts to be deducted shall be certified to the Employer by Teamsters Local 760 and the aggregate deductions shall be remitted to Teamsters Local 760 together with an itemized statement including the employee name, department, hours

worked, monthly base wage and the amount of union dues deducted, after such deductions are made. If an employee terminates his/her employment on or before the 15th of the month, dues will not be deducted for that month; if the termination is after the 15th, dues will be deducted.

3.6 Hold Harmless and Indemnification: The Union agrees to defend and hold harmless the Employer from all claims, demands, lawsuits, orders, or judgments, etc., brought or issued which may arise from the Employer making a good faith effort to administer the provisions of this Article.

ARTICLE 4 - RIGHTS OF PARTIES

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

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

4.3 **Employee Rights:** All employees shall be entitled to and afforded the rights common to any citizen, regardless of occupational position and as set forth by State law and any constitutional amendment against self-incrimination. These rights shall include, but are not limited to, the opportunity to contact and consult with an attorney of his or her own choosing, or with 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 or her probationary period for a duration of the months necessary to obtain the appropriate certifications to perform the work of the classification, and who may work less than eight (8) hours per day or forty (40) hours per week. Such employee(s) shall be paid hourly in accordance with the applicable job classification. A regular part-time employee shall be entitled to a pro-rata share of sick leave, vacation and holiday benefits.

For each month a regular part-time employee works or is compensated for at least eighty-five (85) hours, said employee will receive pro-rata sick leave and vacation benefits in ratio to that of a regular full-time employee. Regular part-time employees are entitled to medical benefits pursuant to Article 15. Employees who are hired as regular full-time employees while serving in a regular part-time employee capacity shall receive credit for all time served as a regular part-time employee towards satisfying the necessary 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 workweek. 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 Employee:** A probationary employee shall be defined as any new hire (including lateral transfer) that has never been employed by the Employer during the previous twelve (12) calendar months, and has not completed twelve (12) calendar months of service with the Employer since the first day of employment; or eight (8) months of service since receipt of Peace Officer Certification, whichever is later. Probationary employees shall work under the provisions of this Agreement but shall be only on a trial basis, during which period said employee may be discharged without just cause and without recourse. The probation period may be, by mutual agreement between the Employer and the Union, extended up to an additional one hundred eighty (180) calendar days if the employee's performance warrants such action. The extended probation period may also be waived by mutual agreement between the Employer and the Union.

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

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

ARTICLE 6 - SENIORITY

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

6.2 The lists of employees arranged by classification in order of seniority within the classification shall be provided to the Union annually upon request by the Union. If a sergeant served as a police officer, then the years of service as a police officer will be listed separately as well, but the years of service as a police officer shall not count towards sergeant classification seniority. Should more than one employee have the same seniority classification date, the individuals involved will determine seniority by use of their Civil

Service examination ranking. If there is a dispute about the seniority listing, said dispute shall be addressed through the grievance procedure.

6.3 Classification 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 a layoff within seven (7) calendar days after receipt of written notice from the Employer at his or her 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:** The Employer has the sole discretion to determine when a layoff is necessary. The Employer has the right to determine which particular classification (police officer or sergeant) will be affected by the layoff. When the Employer makes the determination that a layoff is necessary and has determined which particular classification will be the subject of the layoff, the Employer will lay off the least senior employee in that classification. If the classification chosen by the Employer is the sergeant classification, then the least senior sergeant shall be laid off in that classification provided; however, if the least senior sergeant was a police officer with the Grandview Police Department, then the sergeant could bump down into the police officer classification and dovetail into the police officer seniority list, where applicable, and the least senior officer would be laid off. The Employer (City Administrator and Police Chief) will communicate and coordinate with the Union representative to address the bumping process. Layoffs shall not be subject to the grievance procedures.

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 hundred eighty (180) working days. Regular full-time employees hired prior to January 1, 2007, shall receive fifty percent (50%); employees hired after January 1, 2007, shall receive twenty-five percent (25%) of their accrued sick leave paid out in hours upon death, retirement, or upon leaving employment under good terms after twenty (20) years of service with the City of Grandview provided they have a minimum of 360 hours in said bank.

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

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

7.2 A deduction of the number of sick leave hours equivalent to the length of the shift shall be made for each full day's absence due to the following reasons: non-occupational personal illness or physical disability or quarantine of an employee by a physician for non-occupational related disability. Deduction for the use of sick leave shall be the equivalent of the length of the shift to which an employee is assigned. For example, if an employee is assigned to an 8-hour shift, then 8 hours will be deducted; if assigned to a 10-hour shift, then 10 hours will be deducted; and/or if assigned to a 12-hours shift, then 12 hours will be deducted. The rate of sick leave pay shall be the same per day as that paid the employee per working day. Should an eligible employee use less than ONE (1) FULL shift of sick leave, such sick leave will be deducted for the actual time away from the jo b 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 or her immediate supervisor or the dispatcher on duty at least one (1) hour prior to his or her 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 or she may, with the approval of his or her 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 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 four (4) hours per occurrence for close friends and acquaintances that may have resided within the normal commute area of the employee's 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.

7.5.1 When an employee is an actual participant in a funeral ceremony, he or she 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 therefrom, shall apply equally to married and unmarried women; and are for all job-related purposes to be considered temporary disabilities. Accrued sick leave

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

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

7.9 **Military Leave:** A regular employee who is an active member of any organized reserve of the Armed Forces of the United States shall be entitled to and granted a military leave of absence from his or her employment for a period not exceeding twenty one (21) days during each year, beginning October 1 and ending the following September 30. Such leave shall be granted in order that the employee shall be able to participate in his or her mandatory active training duty. Such military leave shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. Verification of military orders may be required. The employee shall, in advance, provide an official copy of his or her military orders, if available.

7.10 **Leaves of Absence:** A leave of absence is an approved absence, including medical leave of absence, from employment without pay and without loss of seniority. The Employer may grant a leave of absence for a period of up to twelve (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. The parties specifically understand and agree that permissive aspects of the State Family Care and Family Leave Acts as well as the Federal Family Leave Act shall not be enforceable, nor shall the Employer be obliged to conform to such permissive provisions, except as has been the practice or as otherwise mutually agreed.

ARTICLE 8 - COMPENSATION FOR WITNESS OR JURY DUTY

8.1 When a regular employee covered by this Agreement is summoned for Jury Duty or is subpoenaed as a witness in any matter during or arising out of his employment in any municipal, county, state, or federal court, he or she shall advise the Employer upon receipt of such call or subpoena; and, if taken from his or her 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 or her 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 or her own.

8.1.1 Should an employee report for such service and be excused for the balance of that day, he or she shall report as soon as possible to his Employer for the purpose of working the balance of his or her 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 Effective in the pay period immediately following ratification and signing by all parties, all eligible employees shall accrue and be granted the following vacation benefits.

VACATION SCHEDULE:

Upon hire.....	6.67 hours per month
Seventy-two (72) months of service.....	10 hours per month
One hundred thirty-two (132) months of service...	13.33 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, and a four (4) day, ten (10) hour employee shall receive ten (10) 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 Police Chief. Further, the employee's vacation year will be the same as his or her 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. Vacation not taken will be forfeited, unless it is deferred at the employee's request and approved by the City or deferred at the City's request. On a voluntary basis an employee may request and receive cash in lieu of up to eighty (80) hours of vacation in each calendar year with the approval of the Police Chief.

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) shifts of holiday time with pay effective January 1st annually. Said time must be taken during the calendar year earned or the leave time will lapse December 31st. If an employee leaves employment for any reason prior to the occurrence of any of the holidays referenced in Section 10.1 above, the

employee shall not be paid for the holidays yet to occur. If the employee has taken holidays prior to their occurrence and leaves employment for any reason, the appropriate amount shall be deducted from the employee's last paycheck. Likewise, the employee will be paid for all holidays which occur but are not taken prior to leaving.

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

ARTICLE 11 – EMPLOYEES' RIGHTS

11.1 This article does not apply to Probationary Employees.

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

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

> "You are about to be questioned as part of an internal investigation being conducted by the Grandview Police Department. Today's date is Current Time is Location of interview. You are hereby ordered to answer the questions which are put to you which relate to your conduct and/or job performance and to cooperate with this investigation. Your failure to cooperate with this investigation can be the subject of disciplinary action in and of itself, including dismissal. The statements you make, or evidence gained as a result of this required cooperation may be used for administrative disciplinary purposes but will not be used or introduced into evidence in a criminal proceeding."

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

(a) Notification of formal internal investigation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 12 - HOURS OF WORK - OVERTIME

12.1 The work week shall consist of the number of shifts during the applicable work period as determined, from time to time, by the Chief or his designee based on the following options:

12.1.1 Eight (8) consecutive hours for five (5) consecutive shifts for a total of forty (40) hours in a 7-day work period.

12.1.2 Ten (10) consecutive hours for four (4) consecutive shifts for a total of forty (40) hours in a seven (7) day work period.

12.1.3 Ten (10) hour and forty (40) minute shifts based on a twenty-eight (28) day work period averaging no more than 160.05 hours. This schedule will consist of working five (5) shifts/days followed by four (4) shifts/days off of work, followed by

another five on/four off, and then five shifts on and then five consecutive days off. Following these last five days off, the shifts will go back through the same cycle as mentioned above.

12.1.4 Work shifts shall be scheduled consecutively taking into consideration the type of schedule (*e.g.*, all work shifts cannot be consecutive if 14- or 28-day work period is used) with the exception of emergencies and shift rotations.

12.1.5 The Police Chief or his designee has the right to modify the shifts and work periods referenced in 12.1.1, 12.1.2, 12.1.3 and 12.1.4 based on the Chief's assessment of the needs as it relates to public police services.

12.2 Each work shift shall include a thirty (30) minute meal period as near to the middle of the shift as possible and two (2) fifteen (15) minute rest periods, to be taken at the employee's discretion so as not to interfere with the normal business of the Department.

12.3 The shifts to which employees are assigned on a regular rotating basis shall be stated on the Department schedule as determined by the Chief from time to time. Should it be necessary in the interest of efficient operations to establish shifts departing from the assigned shift, the Police Chief 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 Police Chief or his designee. Such exchange in shifts shall not by itself constitute a basis for entitlement to overtime compensation.

12.4 **Overtime:** Employees covered by this Agreement shall be paid one and one-half (1½) times their regular applicable hourly rate for all hours worked outside their normally scheduled shift(s), providing that their scheduled hours are either worked or compensated for through either sick leave, vacation leave, or other acceptable compensatory means.

12.4.1 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.

12.4.2 There shall be no pyramiding of overtime.

12.5 **Callback:** An employee who is required to return to work less than two (2) hours prior to the beginning of a regularly assigned shift shall receive one and one-half (1 ½) 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 his or her official capacity shall be compensated at regular time and one-half (1 ½) for a minimum of two (2) hours. Overtime work performed continuous with the end of an employee's regularly assigned work schedule shall not be subject to the two (2) hour minimum.

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

12.6 **Compensatory Time:** Upon approval of by the Chief or his designee, an employee may choose to receive compensatory time at one and one-half hours for each hour worked in excess of forty hours (40) per week. The maximum accrual of compensatory time shall not exceed 40 hours, except for the School Resource Officer where the maximum accrual shall be 80 hours at any given time. The accumulation and use of compensatory time by an employee is documented on the employee's time sheet.

ARTICLE 13 - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

13.1 See attached **Appendix A** – Sergeant and Patrol Employees

- Effective January 1, 2019, employees will receive a three percent (3%) wage increase;
- Effective January 1, 2020, employees will receive a three percent (3%) wage increase.
- Effective January 1, 2021, employees will receive a three percent (3%) wage increase.

13.2 See attached **Appendix B** - Educational Incentive Pay

13.3 See attached **Appendix C** - Longevity Pay

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

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

(The above-mentioned Appendices are attached hereto and incorporated by this reference.)

ARTICLE 14 - PAY ARRANGEMENTS

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

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

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

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

ARTICLE 15 - HEALTH CARE BENEFIT PROGRAMS

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

15.1.1 Effective January 1, 2019, and through the term of this Agreement, employees shall be covered by the Washington Teamsters Welfare Trust (WTWT) Health and Welfare Medical Plan A, or negotiated alternative for medical insurance if Teamsters Plan A becomes a "Cadillac" plan then the parties agree to reopen on health insurance. The Employer will pay ninety percent (90%) of the premium and employees will pay ten percent (10%) of the premium by payroll deduction. Employee payroll deduction shall be from pre-tax wages.

15.1.2 Effective January 1, 2019, and through the term of this Agreement, the City of Grandview will pay towards Group Dental Plan (AWC Dental Plan E), including the City's employee's and dependents' orthodontia coverage in an amount sufficient to pay the premiums for the employee's and his or her dependents' coverage for the current plan.

15.1.3 Effective January 1, 2019, and through the term of this Agreement, the City of Grandview will pay towards Group Vision Plan (AWC Vision Service Plan) in an amount sufficient to pay the premiums for the employee's and dependents' coverage for the current plan.

15.1.4 Effective January 1, 2019, and through the term of this Agreement, the City of Grandview will pay the premium towards the current Group Life Insurance Plan in the amount of Twenty-Five Thousand Dollars ($25,000.00) per employee.

15.1.5 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 only, insurance, in accordance with AWC eligibility requirements.

15.1.6 Qualification for WTWT Medical Plan A, AWC Dental Plan E, AWC Vision Service Plan, and Group Life Insurance Plan for full-time and regular part-time employees shall be subject to the eligibility requirements of the relevant providers.

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

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

Part-time employees must satisfy the eighty (80) hour requirement in a given month to have the above-mentioned coverage the following month.

15.1.7 Regular part-time employees who meet the eligibility requirements for medical coverage pursuant to Section 15.1.8 or 15.1.19 may elect to purchase dental and/or vision (employee only) coverage pursuant to AWC Trust rules. If such election is made by the employee(s), the premium(s) for the coverage will be deducted on a monthly basis from the employee's wages.

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

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

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

(a) Consuming intoxicants on duty; illegal use or possession of a controlled substance at any time; using prescribed medication on duty which affects the employee's ability to perform his or her duties. Reporting for duty with the presence of alcohol, controlled substances, and/or prescribed medication in the officer's bodily system (blood, breath and/or urine) which affects the officer's ability to perform his or her duties.

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

(c) Incompetence.

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

(e) Neglect of duty.

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

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

(h) Dishonesty.

(i) Giving or taking of bribes.

(j) Failure to report for duty without authorization from his or her immediate supervisor.

(k) Excessive absenteeism which has no lawful reason and/or which is not subject to protected status leave. Abuse of sick leave by falsification and/or misrepresentation.

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

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

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

16.2 Disciplinary action or measures shall include only the following:

(a) Written counseling / coaching statement;

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

(c) Written reprimand;

(d) Suspension without pay;

(e) Demotion (where applicable);

(f) Discharge (termination).

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

16.3 The parties agree that progressive and escalating levels of discipline are preferable for minor violations of work rules in order to allow an employee notice of misconduct and to allow the Employer to document prior disciplinary matters. The parties agree that for serious violations, progressive and escalating levels of discipline are not necessary, and the Employer can proceed directly to the higher levels of disciplinary action up to and including discharge, regardless of whether the employee has any prior disciplinary actions in his or her file. When progressive and escalating levels of discipline for minor violations are being considered, the level or degree of discipline imposed may be appropriately based on an employee's prior record of service, length of service, severity of offenses, and prior record of

discipline; the order in which these criteria appear is not indicative of their priority. Subject to the tenets of just cause, all previous disciplinary actions in an employee's file may be evaluated and considered in a disciplinary action.

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

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

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

16.7 **Suspension without Pay, Demotion and Discharge:** The Employer has the right to suspend without pay, demote, or discharge/terminate an employee for cause. Prior to implementing disciplinary action, the Employer will present to the Union and employee a letter/written notice of pre-disciplinary action meeting which shall contain a description of the violation(s), misconduct(s), and/or performance problems, as well as the departmental policies, procedures, rules, regulations, etc., being relied upon by the Employer. The written notice will indicate that the employee has the right to have their Union representative present at the pre-disciplinary action meeting. The notice will set forth the date, time, and location of the pre-disciplinary action meeting.

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

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

ARTICLE 17 - GRIEVANCE AND ARBITRATION PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 18 - STRIKES AND LOCKOUTS

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

ARTICLE 19 - LIABILITY INSURANCE

19.1 The Employer agrees to either provide insurance coverage on behalf of the employees or provide legal representation for employees as may be reasonably necessary to defend any claims and/or litigation resulting from any conduct, acts, or omission of employees arising from the scope or course of their service with the Employer; provided, however, that the provisions of this Article shall be inapplicable and of no force and effect if the employee refuses to cooperate 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 are individually insured.

ARTICLE 20 - UNIFORMS, EQUIPMENT & SAFETY

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

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

20.3 It shall be the responsibility of all employees to represent the City to the public in a manner which shall be courteous, efficient, and helpful. Personal appearance shall always be neat, with clean clothing and with hair and beards trimmed, in accordance with the Police Department Procedure Manual.

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

20.5 An officer in good standing who retires after 20 years of service may be allowed to keep a regular duty handgun that was assigned to him during that period. An award of a handgun shall only include one handgun that was assigned to that officer. At the City's discretion, a handgun awarded to a retiring officer under this section may or may not be the actual handgun assigned to the officer at the time they retire. This provision is subject to and does not limit the City Council's authority to declare, and to decline to declare, any item as City property, including a handgun, to be surplus property of the City. Any transfers shall comply with any state or federal firearms laws applicable at that time.

20.6 The value of the handgun shall not exceed Four Hundred Dollars ($400.00). If the value of the handgun exceeds that amount, the retiring officer shall be given the option of reimbursing the City for the value in excess of $400.00 in order to obtain the handgun.

20.7 The Mayor shall be notified of any proposed award by a written request from the Police Chief. Upon written approval by the Mayor, the Police Chief shall prepare a Notice of Surplus Property to be presented to the City Council.

ARTICLE 21 - GENERAL PROVISIONS AND UNION ACTIVITY

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

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

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

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

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

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

21.7 **Reserve Unit:** There shall exist, at the option of the Employer, a reserve unit of law enforcement reserve officers to which the provisions of this labor agreement shall not apply. The Employer will notify regular employees by posting the status of reserve law enforcement officers regarding commissioned versus non-commissioned. Regular employees as required by the Employer shall work with reserve law enforcement officers regardless of commissioned versus non-commissioned status. This unit of law enforcement officers may be utilized as determined by the Employer to perform those duties normally performed by bargaining unit personnel. Usage of reserve law enforcement officer would include circumstances involving temporary replacement of regular employees in case of vacations, holidays, sickness, and any type of schooling, circumstances involving short handedness in personnel, and those circumstances involved in a bona fide emergency.

ARTICLE 22 - PERSONNEL RECORDS

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

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

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

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

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

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

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

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

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

ARTICLE 23 - ENTIRE AGREEMENT

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

ARTICLE 24 - SAVINGS CLAUSE

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

ARTICLE 25 - SUPPLEMENTAL PENSION PLAN

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

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

25.3 Effective January 1, 2019, as designated below, the Employer shall pay the amounts stated below to the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit for every hour for which straight-time compensation was paid, not to exceed 173.33 hours per month. Said amounts are to be computed monthly, two

dollars and thirteen cents ($2.13) per compensable hour, which includes $0.13 for the Program for Enhanced Early Retirement (PEER/84), not to exceed Three Hundred Sixty-Nine Dollars and Twenty Cents ($369.20) per month

The contributions required to provide the Program for Enhancement Early Retirement (PEER) will not be taken into consideration for benefit accrual purpose under the Plan. The additional contributions for PEER 84 must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

In the event an employee terminates prior to the end of the year, their total straight time hours worked, from January 1 until their last day of employment, shall be calculated to ensure each straight time hour has been paid to the trust, with the exception of cashed-out hours.

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

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

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

ARTICLE 26 - VEBA MEDICAL SAVINGS ACCOUNT

26.1 Effective May 1, 1997, the full-time patrolman and sergeant bargaining unit members pre-tax wages shall be reduced each month by twenty dollars ($20.00) paid on account of each member. The Employer is not obligated to make any contributions beyond the amounts by which the contractual wage rates are reduced now or in the future.

26.2 In lieu of an identical amount of pre-tax wages of each full-time patrolman and sergeant 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 patrolman and sergeant bargaining unit member.

26.3 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.

26.4 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 27 - TERM OF AGREEMENT

27.1 This Agreement shall be binding on the City, the Union, and employees, and shall remain in full force and effect from January 1, 2019, except as otherwise indicated in this CBA to midnight, PST, December 31, 2021.

27.2 If no Agreement is reached for the calendar year following the effective dates of this Agreement, then the provisions of this Agreement shall remain in effect subject to Chapter 41.56, RCW.

[Signature page follows.]

CITY OF GRANDVIEW

By _____
Gloria Mendoza, Mayor

Date 06/26/19

By _____
Cus Arteaga, City Administrator

Date 7-11-19

Attest _____
Anita Palacios, City Clerk

Date 7/9/19

Represented by:

_____
~~Anthony F.~~ Menke, Management Attorney

TEAMSTERS LOCAL 760

By _____
Leonard J. Crouch, Secretary Treasurer

Date 6.26.19

ORIGINAL

APPENDIX "A" – CLASSIFICATIONS AND WAGE RATES

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

- Retroactive to January 1, 2019, employees will receive a three percent (3%) wage increase.
- Effective January 1, 2020, employees will receive a three percent (3%) wage increase.
- Effective January 1, 2021, employees will receive a three percent (3%) wage increase.

CLASSIFICATIONS AND WAGE RATES WITH INCREASES						
Police Officer	**Entry**	**12 Months**	**24 Months**	**36 Months**	**48 Months**	**60 Months**
7/1/2018	4772	4992	5213	5434	5657	5875
Retroactive to January 1, 2019 – 3%	4915	5142	5369	5597	5827	6051
2020 – 3%	5062	5296	5530	5765	6002	6233
2021 – 3%	5214	5455	5696	5938	6182	6420

Sergeant	**Entry**	**12 Months**	**24 Months**	**36 Months**	**48 Months**	**60 Months**
7/1/2018	5368	5617	5866	6111	6360	6613
Retroactive to January 1, 2019 – 3%	5529	5786	6042	6294	6551	6811
2020 – 3%	5695	5960	6223	6483	6748	7015
2021 – 3%	5866	6139	6410	6677	6950	7225

Sergeant Differential	**60 Months**
Beginning following ratification and signing by all parties– 13% above Top Step Officer	6838
2020 – 13.5% above Top Step Officer	7074
2021 – 14% above Top Step Officer	7319

The Sergeant Differential shall be as follows:

2019 Effective beginning in the pay period following ratification and signing by all parties, thirteen percent (13%) above Top Step Officer.

2020 Thirteen and one-half percent (13.5%) above Top Step Officer.

2021 Fourteen percent (14%) above Top Step Officer.

1.A.2 The parties agree that the City may develop and implement a salary plan involving ranges within job classifications to which employees may advance, based upon merit. It is specifically agreed by the Union that any merit system implemented by the City or any payment or non-payment made to an employee shall be entirely discretionary with the City and shall be non-grievable.

1.A.3 Detective Duties: Effective beginning January 1, 2019, this will be a duty assignment rather than a new classification, with the Police Chief authorized to determine the employee to be assigned and to end or change the assignment at his sole discretion. The rotation of officers in and through the detective assignment will initially be each six (6) months but may be changed at the Chief's sole discretion. Effective beginning January 1, 2019, the parties agree that assignment pay of One Hundred Fifty Dollars ($150.00) per pay period will be added to the regular pay of an officer who is actually serving as detective, or shall be pro-rated based on time served, if the assignment is changed within a pay period.

1.A.4 Lower Valley Drug Task Force Duties: Effective beginning January 1, 2019, those employee(s) assigned by the Police Chief or his designee to the Lower Valley Drug Task Force duties which are outside of their normal duties with the City of Grandview Police Department shall receive special assignment pay of One Hundred Fifty Dollars ($150.00) per pay period in addition to their regular pay.

1.A.5 Specialty Pay: Effective beginning January 1, 2019, the following positions shall receive One Hundred Twenty-Five Dollars ($125.00) per month for performing these additional duties: Evidence Officer, Defensive Tactics Instructor, Fire-Arms Instructor, Interpreter, Deputy Coroner, EMT, or SWAT team. The FTO position shall receive 10% above their hourly rate while performing FTO duties, including schooling related to such duties. There shall be a maximum of two (2) specialty pays per month at $125.00 each. The number of employees needed in each specialty position will be determined by the Police Chief or the Assistant Police Chief.

1.A.6 Officer in Charge (OIC): Effective in the pay period following ratification and signing by all parties, the following shall be applicable.

1.A.6.1 An officer assigned to the position of Officer in Charge (OIC) by the Police Chief or his or her designee shall receive five percent (5%) above his or her base wage subject to the following conditions:

(a) The assignment and time worked is four (4) hours or longer; and

(b) There is no sergeant or supervisor (that is, Police Chief or Assistant Police Chief) on duty.

1.A.6.2 The City shall not be required to pay any officer for OIC duties when all four sergeant's positions are filled, regardless of whether a sergeant is currently working or not.

1.A.6.3 To be considered for the position of OIC, an officer must have shown leadership capabilities in the past, including sound decision-making abilities, and have a history of above-average yearly evaluations, all as determined by the Police Chief or Assistant Police Chief. OICs must also have attended pre-supervisory or supervisory courses. The Police Chief or Assistant Police Chief will make these courses available as soon as it is practicable to do so.

1.A.6.4 In the event that two OIC-qualified officers work the same shift, the OIC with seniority (based on years of service) will be assigned the OIC role for that shift.

1.A.6.5 While working as an OIC, officers shall be responsible and accountable for assuring that Department policies are adhered to and that officers under their watch operate in accordance with local, state, and federal laws. An OIC is expected to recognize serious events that require administrator notifications, be able to call upon additional resources when needed, and manage such serious events with competence and accountability.

1.A.6.6 An officer who is placed on the list of qualified OICs shall be expected to maintain the minimum qualifications required to be considered for the position. If an officer fails to meet the minimum qualifications, he or she will be removed from the list of OICs.

1.A.6.7 An officer who is placed on the list of qualified OICs shall remain current in all Grandview Police Department mandatory trainings and certifications, which include, but are not limited to, Firearms, Less Lethal, and TASER. An officer shall not be removed from the list of qualified OICs if Grandview Police Department fails to offer the required trainings.

1.A.6.8 An officer who is placed on the list of qualified OICs will attend any scheduled trainings for which he or she is registered by the Grandview Police Department. These trainings may include, but are not limited to, classes in Human Resources, Cultural Awareness, Emotional Intelligence, and Risk Management. Failure to attend and/or pass any related tests shall be reported to the Police Chief to determine the fitness of the officer to continue to remain on the list of qualified OICs.

1.A.7 Take-Home Vehicle. See Section 23.05 of they City's Personnel Manual. They City Administrator will make the final decision after consultation with the Police Chief or the Assistant Police Chief.

APPENDIX "B" - EDUCATIONAL INCENTIVE PAY

1.B.1 Effective beginning January 1, 2019, each regular full time commissioned Police Officer in the bargaining unit shall receive One Hundred Dollars ($100.00) per month additional pay after receiving an Associate Degree (2 year) of one of the listed fields in 1.B.3 from an accredited institution of higher learning.

1.B.2 Effective beginning January 1, 2019, each regular full-time commissioned Police Officer in the bargaining unit shall receive One Hundred Fifty Dollars ($150.00) per month additional pay after receiving a four (4) year Bachelor of Arts or Science degree from an accredited institution of higher learning. Every couple of years after achieving a four (4) year degree, five (5) credits of continuing related education is required. This continuing education process, as well as the appropriate Police related education fields, are outlined below.

1.B.3 The following list shall be acceptable educational fields to qualify for the educational incentive: Police Science, Sociology, Psychology, Business, Computer Science, Education, or other degree as may be determined by the Police Chief which benefit the Police Department.

APPENDIX "C" - LONGEVITY PAY

1.C.1 Longevity Pay will be payable each November 30 based on yearly gross salary, for each full-time employee of record on November 30, to be calculated as follows.

Effective
01/01/2009

After the completion of:

60 months of service: 1%

120 months of service: 2%

180 months of service: 3%

240 months of service: 4%

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 or her supervisor. Violation of this section of the policy shall result in disciplinary action, which may include termination of employment.

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

E. The City recognizes drug dependency as an illness and a major health problem. The City also recognizes drug abuse as a potential health, safety, and security problem. Employees needing help in dealing with such problems are encouraged to use our Employee Assistance Program (EAP) and health insurance plans, as appropriate. Conscientious efforts to seek such help will not jeopardize any employee's job and will not be noted in any personnel record.

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

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

III. SUBSTANCE ABUSE TESTING

A. Reasonable Cause Testing Only

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

SUBSTANCE ABUSE TESTING PROCEDURES

1. The City will transport the suspected employee to a pre-determined testing facility near his or 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. The urine sample results will be analyzed by a professional Medical Review Officer (MRO) selected by the City. 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 or her choosing, at the employee's expense. To facilitate an employee's request for an independent analysis, at the time of the original specimen collective, two (2) samples must be taken. The original testing laboratory will place one (1) sample in secure refrigerated storage. If the first (1st) sample reveals a positive result, the employee will indicate which laboratory he wishes the second (2nd) sample be tested. If the independent analysis results are negative, the employee will be reimbursed for the cost of the second (2nd) test and for all lost wages and benefits (*i.e.*, sick leave hours restored to sick leave bank).

5. After collection of the specimen or sample, the employee will be transported to his or 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 or 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 or her counselor during the entire treatment program. The employee will be reinstated to his or 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

802 MILLER AVE
SUNNYSIDE, WA 98944
Phone: (509) 837-1564
Fax: (509)837-8434
Pager No: (509) 836-6112

CONSENT AND RELEASE FORM

Pursuant to the stated Drug and Alcohol policy of the City of Grandview, I hereby give my consent and authorize OCCUPATIONAL HEALTH SERVICES and any laboratory designated by OCCUPATIONAL HEALTH SERVICES to perform testing and/or medical procedures necessary to determine the presence and/or levels of drugs/alcohol in my body.

I further give my consent to release to the City of Grandview's Medical Review Officer the results of any medical testing performed pursuant to this consent form, including any test or medical procedures to determine the presence and or level of drugs/alcohol and indemnify and hold the employer listed above, harmless in acting upon the information supplied to them as a result of these drug/medical test results.

I HEREBY ACKNOWLEDGE THAT I HAVE BEEN REQUESTED BY THE CITY OF GRANDVIEW TO SUBMIT A VALID URINE SPECIMEN, TO BE ANALYTICALLY TESTED TO DETERMINE THE PRESENCE OR USE OF DRUG OR ALCOHOL. I AGREE AND CONSENT TO THE TESTING AND TO THE RELEASE OF THE RESULTS TO AUTHORIZED MANAGEMENT. I UNDERSTAND THAT MANAGEMENT MAY RELY UPON THE TEST RESULTS IN MAKING DECISIONS TO MY EMPLOYMENT, AS OUTLINED IN THE ALCOHOL AND DRUG ABUSE POLICY. FAILURE TO COMPLETE THE DRUG OR ALCOHOL SCREENING PURSUANT TO THE ALCOHOL AND DRUG ABUSE POLICY MAY RESULT IN DISCIPLINARY ACTION, UP TO AND INCLUDING TERMINATION.

APPLICANT MUST PRESENT PHOTO I.D. AT THE CLINIC (DRIVERS LICENSE, MILITARY/SCHOOL I.D., ETC).

APPLICANT MUST REPORT IMMEDIATELY TO OCCUPATIONAL HEALTH SERVICES & REMAIN UNTIL A VALID URINE SPECEMEN IS COLLECTED. *FAILURE TO COMPLY WITH THE TESTING REQUIREMENTS WILL RESULT IN THE WITHDRAWAL OF THE JOB OFFER.*

_____ Employee name (printed)

_____ Employee signature

000-00_____ **LAST 4 DIGITS OF EMPLOYEE SS #**

(____) _____-_____ Day time Telephone #

____/____/____ Date of Birth

INSTANT TEST REQUESTED YES NO (PLEASE CIRCLE)

REASON FOR TESTING: ___ PRE-EMPLOYMENT ____ POST ACCIDENT ____ RANDOM ____

RETURN TO DUTY ____ REASONABLE SUSPICION/FOR CAUSE ____ OTHER _____

TYPE OF TESTING: URINE DRUG SCREEN ____ HAIR DRUG SCREEN____ BREATH ALCOHOL ____

REPORT TO: O.H.S. @ 802 MILLER AVE, SUNNYSIDE, FOR DRUG SCREEN TESTING (837-1564

DATE: __/__/__ TIME SENT TO: O.H.S. __:__ A.M. P. M.

_____ **Arrival Time & Date**

_____ SIGNATURE OF SUPERVISOR AUTHORIZING TESTING

OBSERVED BEHAVIOR
REASONABLE CAUSE RECORDING FORM

Employee's name: _____

Date of observation: _____

Time of observation:
From: _____ a.m. _____ p.m.
To: _____ a.m. _____ p.m.

Location: _____

Observed personal behavior: Check all appropriate items

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

2. Balance: Normal ___ Swaying ___ Staggering _____Falling ___

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

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

5. Breath Odor: Alcohol Smell ____

6. Other observed actions or behavior: _____
_____
_____
_____

Above behavior witnessed by:

Signed _____ date _____
Month Day Year

Signed _____ date _____
Month Day Year

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

EMPLOYEE BRIEFING AND INSTRUCTIONS
FOR
DRUG TESTING

YOU HAVE BEEN SELECTED FOR URINE DRUG TESTING

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

In addition:

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

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

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

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

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

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

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

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

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

You will also be asked to provide information on the chain of custody form, Section VII on copies 3 through 6 only, and certify that the urine specimen identified as having been collected from you is in fact the specimen you provided. You will receive copy 4 of the chain of custody form on which you may want to make a list of medications you are taking.

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

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

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

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

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

This outline applies to all departmental personnel.

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

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

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

   2) Communications between the two employees will be considered confidential and privileged for the purpose of any 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 Police Chief 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 Police Chief 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 Police Chief 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 Police Chief 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.