

Collective Bargaining Agreement

between the

City of Longview

and

Longview Police Guild

January 1, 2017 through December 31, 2018



Preamble	1
Article 1 - Recognition	1
1.01 Definition of Bargaining Unit	1
1.02 New and/or Changed Classifications.....	1
Article 2 - Guild Security	1
2.01 Discrimination on the Basis of Guild Activity	1
2.02 Required Membership	1
2.03 Dues Deductions.....	2
2.04 Designated Representative	2
2.05 Negotiations.....	3
2.06 Bulletin Board	3
2.07 Meetings on Employer Property.....	3
2.08 Management-Guild President Meetings	4
2.09 Access to Chief.....	4
2.10 Mandatory Subjects of Bargaining.....	4
2.11 Memo of Understanding	4
2.12 Police Reserves	4
Article 3 - Management Rights	5
3.01 Powers Retained by the City	5
3.02 Limitation of Guild Rights	5
3.03 Specifically Retained City Prerogatives	5
Article 4 - Employment Practices	6
4.01 Personnel Reduction.....	6
4.02 Vacancies and Promotions	7
4.03 Employee Files	7
4.04 Seniority	7
4.05 Layoff	8
4.06 Bump Back Privileges	8
4.07 Loss of Seniority	8
4.08 Recall from Layoff	9
Article 5 - Discipline and Discharge	9
5.04 A. Coaching and Counseling.....	10
5.04 B. Written Warning	10
5.04 C. Written Reprimand	10
5.04 D. Suspension Without Pay.....	10

5.04 E. Demotion.....	11
5.04 F. Termination.....	11
5.06 Officer Bill of Rights.....	11
Article 6 - Wages and Premiums _____	13
6.01 Wage Rate Schedule.....	13
6.02 Education Premium.	14
6.03 Field Training Officer Premium.	14
6.04 Officer in Charge Premium.	14
6.05 Spanish Bilingual Premium	14
6.06 Longevity.....	14
Article 7 - Clothing and Equipment _____	14
Article 8 – Hours of Work, Overtime and Training _____	16
8.01 Definitions.....	16
8.02 Hours of Work.....	18
8.03 Changes in Hours of Work or the Work Schedule	20
8.04 Overtime.....	21
8.05 Callback and Holdover for Deficient Work	23
8.06 Court and/or Subpoenaed Appearances.....	24
8.07 Multiple Callbacks, Same Period	25
8.08 Pyramiding of Overtime Rates	25
8.09 Overtime Documentation	25
8.10 Out of County Work Assignments	25
8.11 Training	25
8.12 Out of County Training	26
8.13 Restrictions on Training	26
8.14 Staffing for the 4 th of July Festival	26
8.15 Safety Release	27
Article 9 - Sick Leave _____	28
9.06 Sick Leave Cash Out Provisions	29
Article 10 - Bereavement Leave _____	30
Article 11 - Annual Leave _____	30
Article 12 - Performance of Duty _____	33
Article 13 - Grievance Procedure _____	33
Article 14 - Insurance Coverage _____	35
Article 15 - Miscellaneous Conditions _____	37

Article 16 - Legal Fees _____ **37**
Article 17 - Length of Agreement _____ **38**
 17.03 Contract Reopener..... 38
Attachment A - MOU Work Schedules School Officers _____ **39**
Attachment B - Work Schedules _____ **41**
Attachment C - MOU Substance Abuse Policy _____ **44**
Attachment D - 2017 - 2018 Wage Schedules _____ **46**
Attachment E - AWC Regence High Deductible Plan Summary _____ **48**
Attachment F - Kaiser High Deductible Plan Summary _____ **55**

–PREAMBLE–

This Agreement is entered into by and between the CITY OF LONGVIEW, hereafter referred to as the "City" or "EMPLOYER," and the LONGVIEW POLICE GUILD, hereafter referred to as the "Guild."

–ARTICLE 1 • RECOGNITION–

1.01 Definition of Bargaining Unit

The City recognizes the Guild as the exclusive bargaining representative of all fully commissioned law enforcement officers, excluding Captains and confidential employees.

1.02 New and/or Changed Classifications

The classifications currently represented by the Guild are referred to in Article 6 of this Agreement. Should new classifications be established by the Employer and added to the bargaining unit, or should the Washington Public Employment Relations Commission determine that newly developed classifications should be included in the bargaining unit, or if the duties of existing classifications are substantially changed, then the City will propose a wage scale to be assigned to these newly changed classifications to the Guild for review. The Agreement will then be subject to be reopened for the sole purpose of negotiations of wage rates for those classifications. If the parties cannot agree to pay range after negotiation, the matter shall be submitted to arbitration pursuant to the grievance procedure of this Agreement. The arbitrator shall establish a pay scale for the new or changed classification.

–ARTICLE 2 • GUILD SECURITY–

2.01 Discrimination on the Basis of Guild Activity

There shall be no discrimination, interference, restraint, or coercion by the Employer or the Guild or any Employer or Guild representative against any employee because of Guild membership or non-membership or because of any activity permissible under State law and this Agreement.

2.02 Required Membership

- A. It shall be a condition of employment that all employees covered by this Agreement become and remain members in good standing of the Longview Police Guild. New employees, who are covered by this Agreement, have thirty (30) days from date of hire to complete an application form and payroll deduction form and deliver same to the Guild secretary.
- B. For purposes of this Article, "good standing" in the Guild shall mean the tendering to the Guild, or as provided in paragraph D. of this section, to a charitable organization of the uniformly required dues and initiation fees paid by Guild members.
- C. The Employer shall discharge any employee as to whom the Guild, through its authorized representative, delivers to the Employer a written notice that such employee is not in good standing in conformity with this Article. Upon receipt of a notice requesting termination of an employee who has not become or remained a member in good standing of the Guild, the Employer shall immediately notify such employee that if he/she has not complied with the Guild membership requirements of this Agreement within fifteen (15) days, his/her employment shall automatically be terminated. The Guild agrees to withdraw any letter of termination if the employee in respect to whom such letter has been served shall complete his/her membership requirements within the time specified heretofore.
- D. Pursuant to state law, the foregoing provisions of this Article shall not apply to employees who are bona fide members of a church or religious body whose religious tenets or teachings prohibit membership in employee guilds. However, every such employee shall pay an amount of money equivalent to regular Guild dues to a charitable organization mutually agreed upon by the employee affected and the Guild. The employee shall furnish written proof that such payment has been made.

2.03 Dues Deductions

- A. Upon written authorization by an employee, the Employer agrees to deduct from the wages of each employee the sum certified as the initiation fee and dues each month and to forward the sum to the Guild Secretary/Treasurer, or a designated banking

institution. If any employee does not have a check coming to him/her or the check is not large enough to satisfy the deductions, no deductions shall be made from the employee for that calendar month. All requests to cancel dues deductions shall be in writing to the Employer and require notification to the Guild by the Employer. The Guild agrees to indemnify and hold harmless the Employer for any claims, with the exception of those caused by the Employer's negligence, arising out of the Employer's activities to enforce the provisions of this Article.

- B. The City is authorized to charge the Guild a service fee of three dollars (\$3.00) per employee on a one-time basis each time the Guild changes the schedule of Guild dues and/or initiation fees. The Guild shall remit the appropriate amount to the City by the tenth (10th) of the month in which notice of the Guild's dues or initiation fee change is received by the City.

2.04 Designated Representative

- A. The Guild President, or any other members of the Guild appointed by the President, shall be recognized by the Employer as the official representatives of the Guild for the purpose of bargaining or resolving grievances with the Employer. The Guild recognizes the City as the duly elected representatives of the people of the City of Longview, and agrees to negotiate only with the City through the negotiating agent or agents officially designated by the City Manager to act on its behalf.
- B. Members of the Guild selected to serve as authorized representatives of the Guild shall be certified in writing by the Guild President to the City. Each representative will be expected to perform his/her duties as a representative on his/her own time. However, it is recognized that from time to time it may be necessary for Guild activities relating to the investigation and processing of complaints, disputes and grievances to require immediate attention during working hours. In such instances, upon prior approval by his/her supervisor, which will not be unreasonably withheld, a Guild representative shall be allowed reasonable time to investigate and process such dispute or grievance during working hours, subject to work activity arising which requires his/her immediate attention.
- C. Guild representatives who are invited to and participate in functions approved by the City Manager involving other City of Longview Union representatives or association representatives shall be entitled to attend said functions while on regularly scheduled duty, as work load allows as determined by the Chief of Police or their designee, without loss of pay and cannot be required to take annual leave or compensatory time to attend.
For purposes of this section, this shall apply when the other City Unions or association representatives are allowed to attend the same meeting while on duty. This will be limited to one paid person per meeting unless additional persons are approved by the City Manager. Examples include, but are not limited to, City Drug Policy Committee and the Insurance Committee.

2.05 Negotiations

The Guild's official representatives for purposes of negotiating will meet with the Employer at mutually agreed upon times. The Employer will not allow more than four (4) of the Guild's official representatives to attend negotiating sessions without loss of pay if those representatives would be on duty when the negotiations are scheduled.

2.06 Bulletin Board

The Employer agrees to furnish a conspicuously located bulletin board or space to place a bulletin board for Guild use in posting notices for Guild members. The Guild shall have the sole and exclusive right to determine what is placed on the bulletin board. The Guild shall not place nor permit to remain on the bulletin board any defamatory or obscene material.

2.07 Meetings on Employer Property

The City agrees to allow the Guild to use space in City buildings for official Guild meetings, provided that the Guild obtains prior approval of the time and place for such meetings pursuant to established procedures for gaining use of such space.

2.08 Management-Guild President Meetings

The Chief of Police and the Guild President or their alternates shall meet at least once every two months without loss of pay for the purpose of informally discussing matters of concern and/or interest to either party.

2.09 Access to Chief

Direct access to the Chief of Police or his/her alternate by the President of the Guild or his/her alternate on Guild matters reasonably requiring such direct contact shall be authorized and shall not be a violation of the chain of command.

2.10 Mandatory Subjects of Bargaining

It is mutually understood that there is a duty by the employer for "continuing duty to bargain" on certain issues even when negotiations have concluded. Those mandatory subjects to bargain shall extend to wages, hours of work and working conditions.

2.11 Memo of Understanding

There may be situations that arise during the length of this Agreement whereupon language is unclear to both the Guild and the City. When both sides agree a misunderstanding of the language exists, discussion and agreement may be reached and reduced to a written Memorandum of Understanding within thirty (30) days of the agreement. Any agreed upon and signed Memorandum of Understandings shall be sequentially numbered, (e.g., 2000-1) and titled for content (e.g., School Officers' Hours).

2.12 Police Reserves

The City maintains a Reserve Police Officer Program to support and assist sworn officers within the Department. The City Reserve Officers are specially commissioned Washington peace officers, part-time or full-time, who are commissioned by the City to enforce some or all of the criminal laws of the state of Washington, who are not regular

officers for the City and are not compensated for services to the City. Reserve Officers are not compensated and serve their community solely as volunteers. Reserve Officers do not perform primary patrol, traffic or investigation duties. The duties of a Reserve Police Officer may include:

- (a) Response to priority 3, and 4 calls at the discretion of the supervisor.
- (b) Response to priority 1 or 2 calls in a support capacity at the request of the supervisor.
- (c) Barricade/traffic control.
- (d) Fireworks enforcement.
- (e) Crime scene protection.
- (f) Prisoner transport/security.

–ARTICLE 3 • MANAGEMENT RIGHTS–

3.01 Powers Retained by the City

- A. The Guild recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which the City has not officially abridged, delegated, or modified by this Agreement are retained by the City. The Guild recognizes the exclusive right of the City to establish reasonable work rules, so long as such rules are not inconsistent with a specific provision of this Agreement. Any dispute with respect to reasonableness may be submitted to arbitration in accordance with the grievance procedure contained in this Agreement.
- B. Except in case of emergency as declared by the Chief or his/her designee, the City shall provide the Guild at least eight (8) calendar days advance notice before implementing a new or modified work rule, policy or procedure. Except in case of emergency, the Guild shall be provided the opportunity to discuss and provide input prior to the implementation of the new or modified work rule. The eight (8) day advance notice is deemed to be waived where Guild representation is a part of the Committee process wherein the changed policy/procedure is developed.
- C. In the event the City notifies the Guild within eight (8) days to implement any situation listed in 3.01 b., the Guild may agree to waive the eight (8) day rule, in writing, to allow the City to implement said change without delay.
- D. The City will provide to the Guild a copy of those rules as soon as they are adopted by the City.

3.02 Limitation of Guild Rights

Unless provided for expressly in the rules and regulations of the City Civil Service Commission and not contradicted by this Agreement, the wages, benefits, rights and protections for employees are derived from this Agreement and not from City ordinances, rules, regulations or other documents, policies or practices. Past practices not specifically covered by this Agreement shall be subject to Sections 3.01 B. and 3.01 C. of this Agreement.

3.03 Specifically Retained City Prerogatives

Without limitation but by way of illustration, the following are exclusive rights and decision-making prerogatives of the City, unless superseded by a specific Article of this Agreement or current State or Federal law:

- A. To determine the services and level of services to be provided by the Department and priorities between services and functions.
- B. To direct and supervise all operations, functions and policies of the Department, and to modify such operations, functions and policies as they may affect employees in the bargaining unit.

- C. To organize and reorganize the structure, work or reporting relationships within the Department.
- D. To determine the need for a reduction or an increase in the work force and whether or not a vacancy exists for purposes of this Agreement, and the implementation of any decision with regard thereto.
- E. To establish, revise and implement standards for hiring, classification, promotion, work load, quality of work, required certification, safety, materials, equipment, uniforms and appearance throughout the Department.
- F. To close or liquidate any office, branch, operation or facility or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations, facilities or positions for budgetary or other reasons.
- G. To assign and distribute work duties.
- H. To manage and direct the work force, including but not limited to the right to determine the methods, processes and manner of performing work, the right to hire, promote, demote and retain employees and to transfer them, the right to lay off, the right to abolish or reorganize positions, the right to determine the schedules of work, the right to adopt and enforce Department regulations, work rules and policies, and the right to purchase, dispose of and assign equipment or supplies.
- I. To contract or subcontract any work, unless otherwise specified in this Agreement.
- J. To discipline or discharge, except an employee who has completed his/her probationary period shall not be disciplined or discharged without just cause.
- K. To determine the promotional opportunities and need for and qualifications of employees, transfers and promotions.
- L. To determine job descriptions and content.
- M. To implement new, and to revise or discard wholly or in part, old methods, procedures, materials, equipment, facilities and standards.

–ARTICLE 4 • EMPLOYMENT PRACTICES–

4.01 Personnel Reduction

If the City deems it necessary to reduce the number of employees in a job classification, layoffs shall be made in accordance with classification seniority as defined in this Agreement.

4.02 Vacancies and Promotions

Vacancies shall be filled and promotions made in accordance with Police Civil Service Rules and Regulations, provided that qualified employees who have been laid off for less than twenty-four (24) months shall have the first right to rehire or fill the vacancy.

4.03 Employee Files

A. Any and all files kept for the purpose of employee documentation, either personal or professional, are the property of the Employer. The Employer agrees that the contents of these files, including the personal photographs, shall be confidential, to the extent permitted by law, and shall restrict the use of information in the files to internal use by the Employer. This provision shall not restrict such information from becoming subject to due process by any court or administrative tribunal, or being introduced by the City when the information relates to the subject of the hearing. Nothing in this section shall prevent an employee or other person whom the employee has authorized in writing to view and copy his/her file in its entirety upon request.

B. An employee shall have the right to inspect and review all of his or her files, except the working evaluation file, which is kept and maintained by the employee's sergeant. These files are as follows: the City Personnel File, the Department Personnel File, the Internal Affairs File, and the Training File. Nothing reflecting upon the employee's performance shall be added to or deleted from the file unless the employee is furnished a legible copy of same. The City shall provide an opportunity for the employee to respond in writing to any information placed in his/her file with which he/she disagrees. Such response must be given to the City within seven (7) calendar days from the date he/she is notified of the item being placed in the file. Such response shall be attached to the document to which it responds.

C. If materials from a working evaluation file are used to discipline an employee, all materials so used will be moved into the Department Personnel File as provided in Article 4.03 (B) and shall be subject to inspection, review and copying to the same extent as other materials in the permanent Personnel File.

4.04 Seniority

A. Departmental seniority shall be defined as an employee's most recent period of unbroken, continuous service with the Police Department of the City. Except as provided by Washington State statute, an employee shall not accrue seniority during

an unpaid leave of absence in excess of thirty (30) calendar days. An employee shall not attain Departmental seniority until completion of the required probationary period, at which time Departmental seniority shall relate back to the commencement of the most recent period of continuous employment with the Police Department.

- B. Classification seniority shall be defined as the period of most recent continuous service in the employee's current classification, excluding unpaid leaves of absence in excess of thirty (30) calendar days. Employees shall not attain classification seniority until completion of the probationary period in the classification, at which time classification seniority shall relate back to the most recent date of appointment to such classification.

4.05 Layoff

In the event of a layoff, all extra or part-time fully commissioned law enforcement officers shall be laid off prior to any full-time regular fully commissioned law enforcement officers being laid off. In the event it becomes necessary to lay off regular full-time commissioned officers, such employees shall be laid off in reverse order of seniority by classification. That is, the regular commissioned employee within each class with the least classification seniority shall be laid off first. All regular fully commissioned employees laid off due to reduction in force shall be recalled to work in reverse order of their layoff, provided they are qualified to perform the available work. Employees who are laid off shall be permitted to bump to any classification, which the laid-off employee has previously held, as provided below. All laid off employees who are recalled shall, upon their recall, be placed at the rank and salary step, which that employee had held at the time of the layoff.

4.06 Bump Back Privileges

- A. For so long as they remain positions within the bargaining unit covered by this Agreement, all promotions to the positions of Corporal and Sergeant shall be made from within the bargaining unit, provided there are qualified applicants for the position, as determined in accordance with applicable Civil Service regulations and procedures. A Sergeant or Corporal who does not successfully complete his/her promotional probationary period may bump back to his/her previous classification. Sergeants and Corporals who are laid off may bump back to any lower classification within the bargaining unit which the employee has previously held.
- B. In the event an employee is promoted to a position outside of the bargaining unit, that employee will be allowed to bump back to the next lesser rank within the bargaining unit in the event of layoff, bump back, failure to successfully complete his/her promotional probationary period, or, except for the Chief, demotion. In addition, those employees in positions outside the bargaining unit at the time this Agreement was entered may bump back to a bargaining unit position of the next lesser rank should the situation arise.

- C. The seniority of employees who are bumping back shall include their previous time in grade at the position they are bumping back to plus their time in grade at the higher position(s).

4.07 Loss of Seniority

An employee shall lose all accrued seniority for the following reasons:

- A. If employee resigns; or
- B. The employee is dismissed and is not reinstated; or
- C. The employee retires on a regular service retirement; or
- D. If the employee fails to respond within seven (7) calendar days after delivery or attempted delivery of a notice of recall from layoff, such notice to be sent by certified mail, return receipt requested, to the employee's last known address on file with the City; or
- E. If the employee fails to return to work within fourteen (14) calendar days from the date of delivery or attempted delivery of a notice of recall from layoff, sent by certified mail, return receipt requested, to the employee's last known address on file with the City.

4.08 Recall from Layoff

Employees will be subject to recall for up to twenty-four (24) months from the date of the layoff. This twenty-four (24) months limitation shall not apply to those employees who were demoted through no fault of their own and who remain actively employed in a bargaining unit position. Subject to the remaining provisions of this Article, such employees shall have the first right to the next promotion to their former position.

–ARTICLE 5 • DISCIPLINE AND DISCHARGE–

5.01 No appointment, whether for entrance employment or promotion to any position, shall be deemed a regular full time appointment until after the completion of probationary service. During the probationary period, a newly hired employee may be discharged at any time, and a newly promoted employee may be demoted back to the position held prior to his/her promotion. After the conclusion of the probationary period, an employee will not be disciplined or discharged except for just cause.

Entry-Level Positions: the probationary period for entry-level positions is eighteen (18) months.

Promotional Positions: the probationary period for promotional positions is twelve (12) months.

Lateral Positions: the probationary period for lateral positions is twelve (12) months.

5.02 A. The parties recognize the right of the City to discharge, suspend or otherwise discipline an employee for just cause after he/she has completed his/her probationary period. Should the employee wish to appeal a disciplinary action taken against him/her, such appeal shall be governed by the provisions of Article 13 of this Agreement, Grievance Procedure, which procedure shall be the exclusive method for appealing said disciplinary action.

B. The discipline or discharge of a newly hired probationary employee or demotion of a newly promoted probationary employee will not be subject to appeal.

5.03 A. In the event the City has reason to discipline an employee, it shall attempt to do so in a manner that will not unduly embarrass the employee before other employees or the public.

B. Disciplinary actions shall be documented and a copy delivered to the employee. The employee shall sign and date, indicating receipt of the documentation. Signing of the documentation will not indicate agreement with the discipline. The date for the timely filing of a grievance protesting the discipline shall be measured from the date of receipt of the disciplinary documentation by the employee.

It is agreed that there is a difference between willful misconduct and an honest mistake. Willful misconduct is an intentional act on the part of the employee, knowing full well that the act is unacceptable. The response to willful misconduct will be punitive discipline. An honest mistake is a situation where an employee makes an unintentional error; however, an employee making an honest mistake may be subject to disciplinary action if the same or similar mistake continues.

5.04 Retention of discipline documents are bound by Washington State Records Retention laws.

- A. A *Coaching and Counseling* is verbal, and may be documented and placed in a working file, however a Sergeant may maintain documentation of such counseling in a Sergeant's work file to be used in the officer's performance evaluation as deemed appropriate by the Sergeant. A coaching and counseling shall not be considered disciplinary action. The foregoing does not prohibit the City from disciplining an employee for negligence.
- B. A *Written Warning* is documented, disciplinary action and will remain in the employee's file for one (1) year or the next performance evaluation, whichever comes first. A Written Warning can be issued by a Sergeant with a Captain or the Police Chief's approval. It is the first formal level of discipline and may be appealed by the employee.
- C. A *Written Reprimand* will remain in the employee's personnel file for no more than five years, in the absence of similar misconduct during that period, if the Officer requests its removal. At any time after two years, the Officer may petition the Chief for the removal of a written reprimand. A Written Reprimand can be issued by a Sergeant with the approval of a Police Captain or the Police Chief.
- D. A *Suspension Without Pay* is discipline which is administered by the Police Chief. A record of Suspension Without Pay of five days or less will be removed from an Officer's personnel file after five years, in the absence of similar misconduct during that period, if the Officer requests its removal; and the record of a Suspension Without Pay for more than five days will be removed from an Officer's personnel file after seven years, in the absence of similar misconduct during that period, if the Officer requests its removal. At any time after three years, the Officer may petition the Chief for the removal of the record of Suspension Without Pay.
- E. A *Demotion* is discipline administered by the Police Chief. The record of an involuntary, disciplinary demotion will be removed from the Officer's personnel file after seven years, in the absence of similar misconduct during that period, if the Officer requests its removal. At any time after three years, the Officer may petition the Chief for the removal of the record of demotion.
- F. Termination is discipline administered by the Police Chief. A Notice of Termination will remain in the employee's personnel file as long as the file exists.

Any discipline of a Sergeant will be initiated by a Captain, with the approval of the Police Chief, and will be governed by all of the sections above.

5.05 An employee is entitled to representation by his/her collective bargaining representative under the following conditions:

- A. The employee must reasonably believe that the interview will result in disciplinary action;
- B. The employee must request such representation; and
- C. The exercise of the right to representation cannot unduly interfere with legitimate needs of the employer. For the purpose of this Agreement, a collective bargaining representative shall mean those Guild officers certified with the City.
- D. The Guild representative that is requested will be there as an observer and not as a speaker for the employee. The Guild representative may confer with the employee and ask clarifying questions of the employer or the employee, but may not be disruptive to the process.
- E. That if a Guild representative is requested, they will be able to respond within a reasonable time (Not more than two [2] hours).

5.06 Officer Bill of Rights

- A. Advance Notice:
Prior to any interview of an officer as part of an internal investigation which could result in suspension, demotion or termination, the employee concerned shall be notified not less than twenty-four (24) hours prior to the interview or at such time as written reports are required, except when, at the option of the Chief of Police, a delay will jeopardize the success of the investigation, or when criminal activity is at issue. An employee may voluntarily waive the twenty-four hour (24) hour notice. Notification shall include the specific reasons for the interview, a statement of whether the employee is a witness or a suspect, and any other information necessary to reasonably inform him/her of the nature of the investigation. Upon request, the employee shall be afforded an opportunity and a place, subject only to scheduling limitations, to contact and consult privately with an attorney and/or a representative of the Guild.
- B. The Interview:
 1. Interviews shall be conducted in the Department offices unless mutual agreement of the parties or the particular circumstances of the situation dictates otherwise.
 2. Any interview of the employee normally shall be conducted while he/she is on duty, unless the serious nature of the investigation, as determined by the Chief of Police, dictates otherwise.
 3. Parties to the interview shall be limited to those reasonably necessary to conduct a fair and thorough investigation. The employee shall be informed of the name, rank, and command, or similar information of all persons present if they are unknown to him/her. The names of any complainant or witnesses may be withheld, however, if disclosure would, in the opinion of the Chief of Police, prove detrimental to the investigation.

4. The employee may have a Guild or other representative present to witness the interview and assist him/her. The role of the representative shall be to advise the employee. The Chief of Police retains the right to hear the employee's own account of the matter under investigation.
5. The interview shall be limited to the acts, events, circumstances, and conduct which pertain to the subject investigation and shall be conducted in a manner devoid of intimidation and coercion. The employee shall be granted reasonable rest periods, with one (1) intermission every hour if so requested. Interviews exceeding three (3) hours shall be continued only by mutual consent.
6. If the interview is recorded, the employee shall be provided with a copy of the recording upon request, or he/she may record the interview at his/her own expense, and provide the City with a copy if requested. If any portion of the interview is transcribed, the employee shall be given a copy upon request. Interview proceedings shall be kept strictly confidential by all concerned, consistent with current legal requirements.

C. Investigation Findings:

1. When the investigation results in charges that the employee has violated City or Department policy, the employee, upon request, shall be given a copy of the summary report of the investigation upon completion.
2. When the investigation results in suspension or discharge, the employee shall be notified immediately of the nature of the action to be taken, the reasons therefore, and the effective date of such action. Copies of the notice and summary report of the investigation shall be placed in the employee's personnel file and made available for his/her inspection.
3. An employee may appeal any suspension, demotion or termination in accordance with Articles 5 and 13 of the current Labor Agreement.

D. Internal Affairs File:

1. The Chief of Police shall cause a record of complaints involving employees to be maintained. This record shall be known as the "internal affairs file" and shall contain the complaint and the investigator's findings. These findings are categorized as follows:
 - (a) Unfounded, i.e., the alleged event did not occur as stated in the complaint.
 - (b) Not sustained, i.e., the evidence was not sufficient to draw a conclusion about the alleged event.
 - (c) Sustained, i.e., the alleged event occurred as stated in the complaint.
 - (d) Exonerated, i.e., the alleged event occurred as stated in the complaint, but was not improper.
2. Only findings of sustained shall result in the initiation of disciplinary action. Once such disciplinary actions are concluded, they shall be placed in the employee's personnel file, as well as the internal affairs file.
3. Complaints which are investigated but do not result in the initiation of disciplinary action shall be filed only in the internal affairs file.

4. Access to the internal affairs file shall be controlled by the Chief of Police, and access shall not be granted without good cause or lawful court order. The internal affairs file shall not normally be accessible to supervisory personnel, but an evaluator may refer to a perceived pattern in the complaints filed within the 24 months preceding the evaluation.

–ARTICLE 6 • WAGES AND PREMIUMS–

6.01 Wage Rate Schedule

The wage rate schedules during the term of this Agreement shall be calculated as follows:

- A. Effective and retroactive to January 1, 2017, wages in effect on December 31, 2016, at each and every step of the base salary schedule for each position represented by the Guild shall be increased by five percent (5.0%).
- B. Effective January 1, 2018, wages in effect on December 31, 2017, at each and every step of the base salary schedule for each position represented by the Guild shall be increased by four and six-tenths percent (4.60%).
- C. A new Police Officer shall begin employment at the “training step” in the Police Officer salary schedule, set at 5% below the “A” step. A new Officer shall be paid at this training step until successful completion and his or her graduation from the Washington State Law Enforcement Training Academy and six months from date of hire (whichever occurs last). Officers shall then move to the “A” step, and then to the “B” step six months after that. The new period for the training step will not apply to Officers who are hired before March 1, 2008.
- D. There shall be a one step salary schedule for position of Corporal, which is seven percent (7%) above step “E” of the base salary for Police Officer.
- E. There shall be a one step salary schedule for the position of Sergeant, which is eight percent (8%) above the base salary for Corporal.

6.02 Education Premium.

Employees who have a bachelor’s degree (B.A. or B.S.) shall receive an education premium of four percent (4%) per month in addition to their base salary.

6.03 Field Training Officer Premium Pay.

Employees assigned as Field Training Officer (FTO) shall receive an additional five percent (5%) of base salary, converted to an hourly rate, for all hours spent performing FTO duties.

6.04 Officer in Charge Premium.

Employees who are assigned by a supervisor or command personnel as Officer in Charge (OIC) to perform the duties of a Shift Supervisor and/or serve in an acting capacity in the absence of the Shift Sergeant, shall be compensated the additional hourly rate as if they had been promoted to the position of Sergeant. Acting pay shall be paid hour for hour, to the nearest quarter hour for all hours worked in the higher classification.

6.05 Spanish Bilingual Premium.

Employees who demonstrate, to the satisfaction of the Department, the ability to communicate in Spanish shall receive seventy-five dollars (\$75) per month in addition to their base salary as a premium for this proficiency. This premium, however, shall be available only to employees who are filling assignments, which at the sole discretion of the Chief of Police, are more effectively carried out as a result of the ability to communicate in Spanish.

6.06 Longevity.

Effective January 1, 2003 longevity pay shall be applied to the straight time base salary of all employees covered by this agreement that have completed continuous service as follows: 10-19 years of service 2%, 19+ years of service 4%.

Effective and retroactive to January 1, 2017, monthly longevity pay shall be increased and applied to the straight time base salary of all employees covered by this agreement that have completed continuous service as follows: two percent (2.0%) at five (5) years to ten (10) years; four percent (4.0%) at ten (10) to fifteen (15) years; six percent (6.0%) at fifteen (15) to twenty (20) years; eight percent (8.0%) at twenty (20) years or more.

–ARTICLE 7 • CLOTHING AND EQUIPMENT–

7.01 The Department shall maintain and repair any equipment or clothing required and provided by the Department. At the time this Agreement was entered into, the Department required and provided the following equipment and uniforms:

1. Three (3) pairs of uniform pants
2. Six (6) shirts with minimum one (1) long sleeve
3. Two (2) neckties
4. Two (2) name tags
5. One (1) shirt badge
6. One (1) jacket with patches, which shall be an all weather jacket with removable all weather liner with patches.
7. One (1) duty gun belt
8. Two (2) sets of handcuffs, case and key
9. One (1) pistol and holster, three (3) magazines with a double magazine pouch
10. One (1) department authorized baton and holder (the employee may choose one from those authorized by the department)
11. One (1) protective ballistic vest – Minimum of Level 3A Threat Level
12. One (1) portable radio, charger and holder
13. Chemical agent and holder
14. Baseball Cap
15. Taser
16. Camera

The City reserves the right to modify the list of required equipment and uniform items as it sees fit, provided any changes in equipment that affects officer safety shall be subject to the conditions set forth in Section 3.01 of this Agreement.

- 7.02 A. All equipment, clothing and other materials issued by the Department shall remain the property of the Department, and upon termination or retirement an employee shall turn in to the Department all equipment, clothing and other materials which had been issued to him/her.
- B. The Department will repair or replace any Department-issued clothing or equipment damaged in the line of duty, unless such damage is caused by the negligence of the employee, within the following guidelines:
1. Any Department uniform clothing items in need of repair must have pre-authorization from the Chief or his/her designee, in order to be repaired by the Department's designated vendor. Hemming of pants will be considered repair. All other alterations will be at the employee's expense.
 2. Button replacement may be done through the cleaning process without pre-authorization.

3. In addition to repair of uniform clothing items, the sewing on of authorized patches and insignias may also be done by the Department's designated vendor without pre-authorization.
 4. Ammunition: The City shall make available to each officer up to fifty (50) rounds per quarter for firearm practice. The fifty (50) rounds can be a combination of pistol, rifle and up to ten (10) shotgun rounds.
- C. Nothing in this Agreement shall limit the Department's authority to set and maintain standards of appearance for the Department.
- 7.03 The Department shall pay one hundred percent (100%) of the cost necessary to clean each employee's uniform and/or each detective's clothing through a cleaning service provided by the Department, to a maximum of one hundred forty-four (144) clothing items in a calendar year. Ties are not included in the allowed one hundred forty-four (144) pieces in a calendar year, however, ties may be cleaned up to a maximum of three ties per month.
- 7.04 Effective January 1, 2017: Other Clothing and Equipment: The City agrees to pay each officer an allowance of \$350.00 during the month of January each year, for the purchase or repair of department approved clothing, appropriate shoes or boots to be worn on duty and/or appropriate and necessary equipment for use while on duty. This allowance is considered a taxable fringe benefit, and as such will be treated as income and taxable under applicable federal tax laws.
- 7.05 A. Effective January 1, 2017: Employees who are assigned regular duty in a specialty assignment (i.e. detectives, street crimes, etc.) in lieu of department issued uniforms shall receive a six hundred and fifty (\$650) clothing and equipment allowance for the purchase of appropriate clothing required in the performance of their duties as assigned to the specialty unit.
- B. The clothing reimbursement allowance shall be prorated if the employee or the City has knowledge the employee will not remain assigned as a detective or in the specialty assignment for the next twelve (12) months.
- C. Employees who are temporarily assigned to the detective division will be entitled to twenty-five percent (25%) of the annual allowance at the completion of each three (3) months of detective assignment.
- 7.06 The City will purchase and provide all specialized uniforms/equipment as required by the Washington State Training Commission for attendance at the basic academy.
- 7.07 Ballistic Vest Replacement. The City agrees to replace ballistic vests at five (5) year intervals for all employees. The City reserves the right to select, purchase, and issue the vest of its choice, provided the vest shall be rated at least Threat Level 3A of protection. If an employee wishes to order a vest that is more expensive than the vest provided by the City, the employee shall reimburse the City for any actual additional expense.

~~–ARTICLE 8 • HOURS OF WORK, OVERTIME AND TRAINING–~~

8.01 Definitions

The following definitions shall apply to this entire agreement:

- A. **Emergency:** A sudden, generally unexpected occurrence or staffing shortage demanding immediate action, which must be declared by management.
- B. **Master Schedule:** The master schedule covers all employees in a particular division, and includes the projected shift rotations. The schedule will project what employees are to work, the hours they are scheduled, their days off and their rotations. Shift rotations shall be approximately 96 days to concur with the patrol FLSA 7k work period.
- C. **Individual Employee Schedule:** The particular days off and/or hours of work given to an individual employee as it specifically relates to the individual from the master schedule. May also include the particular shift the employee is working on a given day.
- D. **Mandatory Training:** Training that an employee is required, by management, to attend, Firearm Certification, Basic First aid, BAC Certification, ACCESS Training, Hazardous Materials Training, Emergency Vehicle Operation, Defensive Tactics/Baton Training, and Bloodborne Pathogen Training. In addition, mandatory training shall include any other training that becomes mandated by law or is required for the employee to retain his/her qualifications or certifications as an employee of the Department; or any mandatory training which is required by the City Manager for all City employees, or by the Chief of Police for all Police Department employees.
- E. **Day Off:** An employee's day(s) off begins when the employee completes their last scheduled work day of the regularly scheduled work period and will continue until they are required to report back for the first day of their next regularly scheduled work period. If an employee works overtime at the end of the shift on a regularly scheduled workday, a day off shall not start, for callback purposes, until the employee completes the overtime work.
- F. **Regularly Scheduled Shift:** The specific hours of work for a particular day for each employee. This is inclusive of all hours that the employee is scheduled to work prior to taking any paid leave.
- G. **Mandatory Overtime:** When an employee is required to work over his/her regular scheduled shift or on an unscheduled work day due to a staffing shortage, court ordered appearances or in cases of emergency.

- H. **Shift Changeover Coordination:** Activities taken when employees are reassigned from one shift to another either via a Master Schedule change or a Schedule Adjustment, to include an emergency as defined in this article, to start the employee on their newly assigned shift at a day or time which allows them to receive at least twelve (12) hours off between work shifts.

The parties acknowledge a maximum of three eight-day work periods to transition from one shift to another. Management will work with each employee to assure that long periods of work without days off do not occur. And in no transition period shall an officer be required to work more than six days in a row. Alterations of days off within this “transition period” will be used to accommodate this goal and to comply with FLSA requirements. A Guild liaison will work with sergeants and captains to anticipate transition issues.

- I. **Schedule Adjustment:** Changes that are made to an employee’s established hours of work or scheduled days off during a specified FLSA work period or as otherwise noted on the master schedule to address departmental staffing needs. A schedule adjustment does not automatically result in receipt of additional compensation to offset the schedule change. The provisions of this article shall govern the applicability of premium pay when schedule adjustments are made.

8.02 **Hours of Work**

Management has the right to determine staff assignments, unit size and/or continuance, shift start and stop times, and days off. The City recognizes the need to meet with the Guild when establishing and/or modifying work schedules due to legitimate department needs and to take employee’s interests into account. Except for emergency situations, at least seven-calendar days advance notice will be given to employees required to make schedule adjustments. The City will also provide the Guild with at least thirty calendar days advance notice before an overall long-term change in the Master work schedule is implemented.

Work Schedules

Except as otherwise provided in this agreement, employees assigned to the following areas will be scheduled to work:

- Patrol - five (5) nine (9)-hour work shifts with three (3) days off. (See attachment B) For Section 7(k) purposes under the Fair Labor Standards Act, the work period shall be twenty-four (24) days. During this twenty-four (24)-day work period said employees will be required to work, take accrued paid leave or a combination thereof to equal a minimum of 135 regular work hours (excluding overtime). Pay may be adjusted:
 - Based on actual hours worked
 - Available Paid Leave Accruals
 - Hire/Termination Date

- Specialty Assignments - four (4) ten (10)-hour work shifts with three (3) days off. For the purposes of this section, examples include but are not limited to assignments/groups such as CIU, SCU, Traffic, etc.

For Section 7(k) purposes under the Fair Labor Standards Act, the work period shall be twenty-eight (28) days. During this twenty-eight (28)-day work period said employees will be required to work, take accrued paid leave or a combination thereof to equal a minimum of 160 regular work hours (excluding overtime). Pay may be adjusted:

- Based on actual hours worked
 - Available Paid Leave Accruals
 - Hire/Termination Date
- Sergeants may be assigned at the discretion of the Chief based on legitimate department needs. They will be assigned to work either a four ten-hour or five nine-hour work schedule in accordance with the provisions stipulated for patrol or specialty teams/units (patrol shift assignments subject to shift bid provisions). Other alternative work schedules may also be assigned as mutually agreed between both parties.

Employees assigned to other specialty assignments may be assigned to a four (4) ten (10)-hour or five (5) nine (9)-hour work schedule, or other schedules approved by the Chief of Police or his designee as mutually agreed between both parties to meet the needs of the specific assignment.

Depending on the employee's assigned work shift they will have either a twenty-four (24) day or twenty-eight (28) day Fair Labor Standards Act work period.

Probationary employees will be assigned to shifts at the discretion of the Chief of Police.

Patrol Staffing

The parties agree to strive to maintain a staffing ratio of ten (10) officers per shift on patrol with one (1) supervising officer (10+1). The parties agree that this objective may not be attainable when the department is faced with the following situations: employee turnover and related training requirements, injury or disability that prevents an employee from performing their regular job functions, mandatory leaves and paid time-off requests, budget cutbacks or loss of revenues such as grants.

Master schedule patrol shift assignments, to include sergeants, shall be made by shift bidding by classification seniority. Management retains the right to assign canine schedules and once assigned, bids will be made by seniority amongst canine officers. Further the Chief of Police shall have the right to override the results of shift bidding for legitimate needs of the department.

Schedule adjustments may be made by the Patrol Division Captain, Police Chief, or designee to meet the patrol division's staffing objectives provided, except in the event of an emergency, a minimum of seven calendar days advance notice of the need to adjust schedules is provided to the affected employees and that such changes will be made in reverse seniority order except in the event that someone volunteers to modify their work schedule. The parties agree that moving employees between shifts or adjusting their days off will be kept to a minimum and shall only be initiated to ensure operational efficiency and/or to maintain staffing objectives. Schedule adjustments requested by the employee to address personal issues or voluntary training activities are exempt from the advance notification requirement

Basic Academy

Employees assigned to attend the Washington State Criminal Justice Training Commission Basic Academy shall be assigned to the Academy schedule. Employees assigned to attend the Washington State Criminal Justice Training Commission Basic Academy shall not be entitled to overtime for any activity associated with their academy training within the hours allowed by the FLSA 7K exemption, without advance permission of the Chief of Police.

Daylight Savings/Standard Time

When an employee is scheduled to work the shift when the clocks are turned back one (1) hour in the Fall and results in the employee working an additional hour, the employee will be compensated one (1) hour of overtime at time and one half.

When the employee is scheduled to work the shift the clocks are moved forward one (1) hour in the Spring, and the employee works one hour less than his/her regular shift, he or she may choose one of the following to complete the shift assignment:

- A. Give up one (1) hour of compensatory time or one (1) hour of vacation leave time; or
- B. Report to work one (1) hour earlier than the normal starting time for the shift. It shall be the City's prerogative as to the work assignment for the early reporting.

8.03 **Changes in Hours of Work or the Work Schedule**

Except as otherwise provided in this agreement, an employee who has their schedule adjusted with less than seven (7) calendar days notice shall receive overtime pay (1.5 times their regular rate of pay) for all work hours outside of the normal shift until the seven (7) day notice period has elapsed. Further such schedule adjustments shall normally be scheduled to begin after the employee has had at least twelve (12) hours off between work shifts with the following exceptions; employees that request schedule modifications, by mutual agreement between the two parties, or in the event of an emergency.

Nothing in this article shall prevent the adjustment of an individual employee's schedule due to the personal needs of the employee, with the Department's approval.

Meal and Rest Periods

All employees shall be entitled to paid meal and rest periods on each work shift. For employees assigned to work a ten (10) hour shift, the total time for meal and rest periods shall be one hour and fifteen minutes with a meal period not to exceed forty-five (45) minutes in duration and the remainder for breaks. For employees assigned to either an eight (8) or nine (9) hour work shift, the total time for meal and rest periods shall be one hour per shift. Employees shall be expected to monitor their radio and respond to calls as directed.

8.04 Overtime

- A. Time worked by an employee in excess of the employee's scheduled work shift shall be considered overtime, and compensated as such.
- B. Overtime shall be compensated on the basis of each full fifteen (15) minutes worked beyond the employee's regular scheduled work shift. Overtime shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay.
- C. Exceptions to Overtime. To the extent allowed by applicable State or Federal laws, overtime pay shall not be earned as a result of regularly scheduled shift rotations or approved shift adjustments. Both parties recognize the City will adjust employees' schedules as needed so they may attend training without creating overtime liability for the City.
- D. Compensatory Time. Employees may choose to accrue equal compensatory time in lieu of payment for overtime worked up to a maximum of fifty (50) hours. A request for compensatory time can be denied if it unduly disrupts the operation of the department. Undue disruption is more than inconvenience to the department and will be determined on a case-by-case basis. For requests to use one day of compensatory time, one-day notice is required. Once an employee's balance of compensatory time exceeds the fifty (50) hour maximum, they shall be paid for all additional overtime worked. Compensatory time shall be taken hour for hour.
- E. **Staffing Needs for Oncoming Shift:**
In the event an on-coming shift is so short staffed that an officer is needed to remain over from the off-going shift, the Department shall first seek volunteers to work over. Volunteers shall be sought in order of seniority from the employees on the off-going shift. Volunteers shall be compensated at the rate of time and one half (1 1/2) for all hours worked in excess of the regularly scheduled shift, with a minimum of two (2) hours being paid. Should a volunteer not be found, the Department may order an employee to work "mandatory overtime" at time and one-half (1-1/2) for all hours worked in excess of the regularly scheduled shift. The least senior officer on the off-going shift shall be so assigned, excluding probationary employees who are still under the Field Training Officer (FTO) program, provided that an employee shall not be allowed or required to work over more than four (4) hours except in cases of emergency. In addition, an officer cannot be mandated to hold over if the officer was called in early to help staff the off-going shift. The mandated officer,

who was selected by the least seniority process, may seek, by any means, a replacement to fulfill his/her obligation. However, if no replacement is obtained, the mandated officer is still required to fulfill his/her mandated work obligation. The mandated officer's supervisor, to include the Officer in Charge (OIC), may seek a replacement for the mandated officer on the mandated officer's behalf. In the event a replacement officer is obtained, the mandated officer must remain on duty covering the shortage until the replacement officer is physically present to relieve him/her.

In cases in which the Department has advanced knowledge (12 or more hours prior to the start of the shift) and has determined that a shift will be understaffed, staffing needs shall be filled if possible, on a seniority basis from the employees on the shift to be staffed. Should a volunteer not be found from the shift to be staffed, the Department shall seek volunteers from the on-coming shift, also on the basis of seniority. Should a volunteer not be found, the Department may order an employee to work "mandatory overtime" at time and one-half (1-1/2) for all hours worked in excess of the regularly scheduled shift. This assignment shall be made by reverse seniority from the employees on the shift to be staffed, who are on their regularly scheduled days off first, and from the employees on the on-coming shift who are on their regularly scheduled days off second. All employees filling such a position shall be subject to the applicable call-back provision, if any. In addition, the Department shall make personal contact with Officers who are working mandatory overtime assignments.

The mandated officer, who was selected by the least seniority process, may seek, by any means, a replacement to fulfill his/her obligation. However, if no replacement is obtained the mandated officer is still required to fulfill his/her mandated work obligation. The mandated officer's supervisor, to include the Officer in Charge (OIC), may seek a replacement for the mandated officer on the mandated officer's behalf. In the event a replacement officer is obtained, the mandated officer must remain on duty covering the shortage until the replacement officer is physically present to relieve him/her.

In the event a shift becomes under staffed during the course of the shift, or if the Department has the need to fill the last half of an under staffed shift, the Department shall first seek volunteers from the on-coming shift in order or seniority. Should a volunteer not be found from the on-coming shift, the Department may order an employee to work "mandatory overtime" at time and one-half (1 1/2) for all hours worked in excess of the regularly scheduled shift. The least senior officer on the on-coming shift shall be assigned, excluding probationary employees who are still under the Field Training Officer (FTO) program, provided that an employee shall not be allowed or required to report to work more than four (4) hours before his/her regularly scheduled shift, except in cases of emergency. All employees filling such a position shall be subject to the applicable call-back provision, if any. In addition, the Department shall make personal contact with officers who are working mandatory overtime assignments. The mandated officer,

who was selected by the least seniority process, may seek, by any means, a replacement to fulfill his/her obligation. However if no replacement is obtained, the mandated officer is still required to fulfill his/her mandated work obligation. The mandated officer's supervisor, to include the Officer in Charge (OIC), may seek a replacement for the mandated officer on the mandated officer's behalf. In the event a replacement officer is obtained, the mandated officer must remain on duty covering the shortage until the replacement officer is physically present to relieve him/her.

The parties further agree:

A. Mandated officers must select a replacement within their same classification. The exception to this provision is if the shift for which a replacement is needed does not have a supervisor scheduled then one may volunteer. If the replacement officer is a supervisor then he/she assumes the role of lead and relieves the OIC scheduled for that shift. The OIC will not receive a shift premium for that shift.

B. If "on-duty" personnel are asked to substitute, they must have approval of their supervisor. If they are released by their supervisor prior to the end of their shift to volunteer, then they will receive regular pay for the remainder of their shift. If they work beyond the remainder of their shift, all other provisions for overtime currently in the bargaining agreement apply.

C. Volunteer officers must be willing to work at least six (6) hours of the shift for which they are providing relief. This provision is to ensure that no more than two (2) officers are used to cover the shift thus forcing the City to incur the cost of more than one (1) "call back premium."

F. Twenty-four Hours Notice:

1. Scheduled overtime requested by an agency external to the Longview Police Department but cancelled with less than twenty-four (24) hours' notice to the Department will subject the employee(s) scheduled to a minimum two (2) hours, **up to the scheduled overtime detail**, at the scheduled overtime rate.

2. Scheduled overtime required to cover for another employee's pre-planned time off will not be cancelled and the originally scheduled officer will forfeit their right to return to the schedule unless the originating officer notifies the **on-duty supervisor** at least twenty-four (24) hours in advance of the scheduled start time.

8.05 Callback and Holdover for Deficient Work

For the purposes of this section, callback is defined as approved, but unscheduled, non-prearranged work, which is not contiguous to the regular work shift or occurs on a scheduled day off when an employee is called back to work with less than 24 twenty-four hours advance notice, for any reason including; required appearance at criminal court trials or hearings, required appearances at duty related civil court trials or hearings,

required appearances by the prosecutor's office, required appearance by a Department supervisor or administrator. Callback provisions apply once an employee has secured from duty and left the workplace after completion of a regularly scheduled shift until that employee is scheduled to return for his/her next regularly scheduled shift. Callback shall be paid as defined herein.

Holdover for Deficient Work

No callback or holdover pay shall be given for employees who are called back or held over to correct deficient work that cannot wait to be corrected when the employee returns for his/her next regularly scheduled shift. Further, callback shall not apply when it occurs on the employee's regularly scheduled work day and the employee agrees to adjust their hours of work and come in early so they can leave early.

When an employee is specifically authorized and called back to return to duty outside of his/her regular shift schedule for duty, (and the call back meets the above definition of being approved but unscheduled and non-prearranged with less than twenty-four (24) hours notice), he/she shall be paid on the basis of a minimum of three hours (3) at double (2) the employee's regular hourly rate. If the call back exceeds three (3) hours, the employee shall be compensated at one and one-half (1 1/2) times the employee's regular rate of pay, for all additional hours worked beyond the first three (3) hours.

- A. The minimum guarantee and callback provisions of this section shall not be applicable to an extension to the end of an employee's regular shift. Time worked that is contiguous to the end of the regular shift shall be considered a shift extension and shall be paid as overtime not callback.
- B. The minimum guarantee and callback provisions of this section shall also not apply to staffing needs for oncoming shift assignments as outlined in Section 8.04(e) of this contract.

Examples: Officer "A" is on his/her regular shift rotation which starts at 7:00a.m. :

- 1) Officer is called in at 8:00 p.m. and works 3 hours. Officer is paid 3 hours call back overtime at double = 6 hours pay.
- 2) Officer is called in at 3:00 a.m. and works 1 hour. Officer receives the minimum 3 hour call back at double = 6 hours pay.
- 3) Officer is called in on a scheduled day off and works 6 hours. Employee receives 3 hours callback at double and 3 hours at time and one-half = 10.5 hours of pay.
- 4) Officer's regular shift ends at 4:00 p.m., but due to an emergency, the officer works an additional 2 hours. Officer receives 2 hours of pay at one and one-half times = 3 hours of pay. (2 hours is an extension of the regular shift – callback provision does not apply).

8.06 **Court and/or Subpoenaed Appearances**

- A. An employee who appears in court arising out of his/her employment with the City and who has not taken advantage of the schedule exchange for court time (see 8.02), or who responds to a subpoena on behalf of the City on off-duty time shall receive a minimum of three (3) hours of overtime compensation paid at time and one-half (1.5) plus any additional time spent in court beyond the first three (3) hours paid at one-half (1.5) times.
- B. An employee who has pre-approved vacation or compensatory time scheduled prior to January 31 and is subsequently scheduled and required to appear for court during the scheduled/pre-approved leave time shall receive a minimum of three (3) hours overtime compensation paid at two (2) times plus any additional time spent in court beyond the first three (3) hours paid at one and one-half (1.5) times.

8.07 **Multiple Callbacks, Same Period**

If any employee is called back two (2) times or more in one (1) day where the employee is released and then required to come back later within that same day, the above rates of callback pay shall apply to each time the employee is called back.

8.08 **Pyramiding of Overtime Rates**

Whenever two (2) or more overtime or premium rates of pay may appear applicable to the same hour or hours worked or compensated to an employee, there shall be no pyramiding or adding together of such overtime or premium rates or hours. Employees are only entitled to one form of premium payment for minimum hours guaranteed and/or worked (i.e. time and one half or double time as indicated via the call back language but not both.)

8.09 **Overtime Documentation**

Overtime and callback entitlements shall be documented by the employee on the appropriate form provided by the Department. Once an employee submits the form requesting the amount of overtime the employee feels they are entitled to, any changes to the request form must be made on the form and the employee shall be given a copy.

8.10 **Out of County Work Assignments**

An officer assigned work outside of Cowlitz County, when an overnight stay will be required, shall be considered to be working day shift beginning with the scheduled starting time of the assignment unless the officer and the City agree to an alternate schedule. The officer's shift shall be the same length as his/her usual shift. Travel time shall be governed by the provisions of this agreement and/or related City Policies as appropriate.

8.11 **Training**

Employees will be compensated for time spent in training activities in accordance with the Fair Labor Standards Act, related City Policies or as otherwise stipulated in this agreement. In accordance with the provisions of this article, the City will adjust

employee schedules as needed so they may attend training activities to minimize overtime liability for the City.

- A. Any training required by the Department and attended by an employee outside of the employee's regularly scheduled shift, shall be compensated at the rate of time and a half (1-1/2) in either comp or pay for all hours spent in training. Provided, however, no callback provisions apply to training.
- B. Travel time outside of Cowlitz County to and from training will be compensated as required by the Fair Labor Standards Act.
- C. When an officer is assigned to training for a day, his/her normal shift shall be considered an eight (8) to ten (10) hour training period. If the officer is engaged in a local training activity for all but one hour of their regularly assigned work shift he/she shall not be required to perform additional work for the City on that date, except in the case of an emergency.
- D. No employee shall be required to attend non-mandatory training unless that employee has had at least eight (8) hours off since his/her previous shift.

8.12 **Out of County Training**

- A. When required to attend training outside of Cowlitz County, an employee may use a City vehicle and gasoline credit card. The employee and the City may agree to allow the employee to use his/her personal vehicle in which event mileage shall be paid at the current IRS rate, as amended from time to time. Such mileage shall include return trips to Longview for each week of school, provided the return trip portion will only apply to trips within 300 miles of Longview.
- B. Exception to the above is employees attending the Washington State Basic Academy. The employee will not be allowed the use of a City vehicle and gasoline credit card. The employee will receive a \$55 weekly stipend while attending the Academy to be paid via their regular payroll check to offset related commuting/travel costs. Exceptions can be authorized by the Chief of Police.

8.13 **Restrictions on Training**

No training of any kind shall be required on any holiday or Sunday that is not part of the employee's established schedule rotation (with the exception of Block Training), or on any of the following "special family days": Mother's Day, Father's Day, Halloween (after 5:00 p.m.), Christmas Eve day, and New Year's Eve day. PROVIDED: An employee may be required to travel to an out of county school or training event on a Sunday and this restriction shall not apply to those travel days, and that training activities may be scheduled on Sunday as mutually agreed in advance by the parties.

8.14 **Staffing for the 4th of July Festival**

- A. Overtime to cover the 4th of July Festival at Lake Sacajawea will be posted as a voluntary overtime opportunity at the standard overtime rate of 1.5.
- B. The overtime will be posted by May 1 of each year. If by 5p.m. on May 30, there remains unfilled overtime slots necessary to cover the 4th of July event at the Lake, then officers on their days off will be mandated to work overtime in reverse order of seniority. The list of officers so mandated to work will be posted no later than May 31st.
- C. Any officers who sign up for or are mandated to work the 4th of July Festival at the Lake Bank will be paid regular overtime (1.5) for the duration of the assigned overtime shift (as posted). This agreement would not affect officers entitled to the holiday overtime premium as indicated in the collective bargaining agreement in the event they are mandated to work overtime for a reason other than 4th of July activities at the Lake. The contract overtime provisions for holiday pay would apply to any overtime hours worked beyond the original overtime assignment. For example, a person signs up for overtime at the Lake for 5 hours and they are required to work 6.5, the first 5 hours would be paid at 1.5 and the balance of the shift would be paid at double time.
- D. The chief of police or his designee will retain the right to make exemptions to the reverse seniority mandating of officers who have previously scheduled extended vacation during the 4th of July Festival.
- E. The chief of police or his designee will retain the right to exempt officers from mandatory overtime assignment and/or reject a voluntary sign up for the 4th of July lake activities if there is a legitimate officer safety issue (i.e.: street crime unit detectives, task force detectives).

8.15 **Safety Release**

An employee who is required by the City to work more than fifteen (15) hours in any twenty-four (24)-hour work period and who is scheduled to work a shift in the next twenty-four (24)-hour work period shall be provided at least nine (9) hours off before being required to return to active duty status.

8.15.1 For the purposes of this section, "required by the City" means:

- 8.15.1.a an employee is under subpoena;
- 8.15.1.b an employee is involved in an investigation in which the employee is unable to leave work before concluding their investigative duties;
- 8.15.1.c an emergency as defined in 8.01 A.;
- 8.15.1.d an employee is ordered by a supervisor to work;
- 8.15.1.e an employee is required to participate in mandatory training;
- 8.15.1.f an employee is scheduled to work their regularly scheduled shift in conjunction with 8.15.1.a through 8.15.1.e above.

- 8.15.2 An employee shall not work more than fifteen (15) hours in any twenty-four (24)-hour period except as set forth in subsections 8.15.1.a, b and/or c above.
- 8.15.3 Prior to working more than fifteen (15) hours in any twenty-four (24)-hour period, the employee shall make the on-duty Sergeant, Captain or Chief aware that the employee believes their current work assignment may result in the employee working more than fifteen (15) hours in a twenty-four (24)-hour period.
- 8.15.4 An employee who is required by the City to work more than fifteen (15) hours in any twenty-four (24)-hour period shall be required to take Safety Release time off and be provided at least nine (9) hours Safety Release time off being required and allowed by the City to return to active duty status. The employee required to take Safety Release time off during their next scheduled work shift will be compensated by the City at the employee's regular rate of pay for the hours necessary to get the employee nine (9) hours of Safety Release time.
- 8.15.5 If, after nine (9) hours of Safety Release time, there will be less than half (1/2) the employee's regular work shift remaining, the employee may have the option of electing to use any accrued leave for the remainder of the shift they were scheduled to work. An employee electing to exercise this option must notify the on-duty Sergeant at least two (2) hours prior to exercising this option.

-ARTICLE 9 • SICK LEAVE-

- 9.01 All full-time employees shall be given ninety-six (96) hours of sick leave on their first day of employment. No additional sick leave shall accrue to that employee until after the employee has completed twelve (12) months of continuous employment. Thereafter, sick leave shall accrue to the employee at the rate of eight (8) hours for each full calendar month of continuous employment. Sick leave shall not accrue for any month in which the employee is absent from work on unpaid leave for twenty (20) calendar days or more.
- 9.02 Sick leaves shall be deducted from the accumulated sick leave of an employee at the rate of one (1) hour for each hour of absence.
- 9.03 Employees are permitted to remain away from their employment without loss of compensation during such time as they are unable to properly perform their job due to illness or physical inability for as many hours as they have accumulated sick leave. The employee shall report his/her condition to his/her immediate supervisor at the beginning of such period of illness or physical inability. Upon returning to work from sick leave, an employee shall submit to his/her immediate supervisor the specified information needed form requesting approval of the sick leave. For sick leave in excess of three (3) successive days it is required that a statement from the employee's physician be submitted to the immediate supervisor of the employee, stating the nature of the illness or physical inability of the employee and the anticipated length of time he/she will be required to be away from his/her employment. Subject to the limitations of state and federal law, the Department may at any time require additional medical certification a physician's statement and/or examination certifying an employee's disability from work, the employee's ability to return to work, and/or the employee's ability to continue the full performance of his/her duties.
- 9.04 In the event that a member of the employee's immediate family suffers an illness which requires the presence of such employee for reasons other than to perform the normal duties of such member of the employee's family, said employee shall be entitled to sick leave for such purpose provided that the City may require verification of the family member's illness and/or the employee's need to be present.
- 9.05 Whenever a full-time employee shall suffer a disability whereby such employee is entitled to receive time loss compensation under Washington State statute, such compensation shall be governed by that statute. In addition, in order to receive his/her full regular pay, the employee's accrued sick leave shall be coordinated with benefits received under the Washington State Industrial Insurance Act. In the event an employee runs out of sick leave, the City will not fill the employee's position within six (6) months from the onset of disability as determined by the Department of Labor and Industries.
- 9.06 **Sick Leave Cash Out Provisions**

- A. Any employee who severs his/her employment with the City, either voluntarily or involuntarily, or by death, shall lose all accumulated sick leave benefits, except as expressly provided in this Section.
- B. Individuals hired on or after January 1, 2004 are not eligible for sick leave payoff.
- C. An employee, upon (1) regular retirement or death, (2) disability retirement after at least twenty (20) years of service with the City, or (3) early retirement after at least twenty (20) years of service with the City, shall be paid for up to, but not in excess of, one hundred twenty (120) days (nine hundred sixty [960] hours) of accrued sick leave earned prior to May 1, 1979 and unused at the time of retirement. Such retiring employee shall also be paid for accrued unused sick leave to his/her credit earned after May 1, 1979 in accordance with the schedule set forth in paragraph c. below.
- D. Employees eligible for sick leave payoff, except those retiring employees described in paragraph B. above, upon termination of employment or death shall be paid for all accrued unused sick leave to their credit, whether accrued before or after May 1, 1979 according to the amount credited to the official sick leave account, as computed in the following schedule:

<u>Years of Service</u>	<u>Amount Paid</u>
Less than 10 years of full-time employment	None
After 10 years of full-time employment	25% of accrued/unused sick leave
After 20 years of full-time employment	37.5% of accrued/unused sick leave
After 25 years of full-time employment	50% of accrued/unused sick leave

- E. Payment of unused sick leave to eligible employees will be made at the employee's base hourly rate of pay upon termination and according to the scheduled percentage stated in "C" and "D" above.

–ARTICLE 10 • BEREAVEMENT LEAVE–

- 10.01 Upon timely notification to the employee's supervisor, three (3) full working days without deduction from accumulated vacation or sick leave shall be granted as paid bereavement leave at the time of death in the employee's immediate family, and up to a full work week upon the death of a spouse, son daughter or step. Bereavement leave may be used for qualifying family members in the case of imminent death, but the total bereavement leave portion shall not exceed the three or workweek limitation for the purposes of this section, the employee's immediate family members are: parent, brother, sister, (or the step and in-law equivalents), grandparents, grandchildren, aunts, uncles or other relatives living in the employee's household.. Upon employee's return to work, the employee may be required to provide management with the following information about the deceased: Their full name, location of death (City, state), location of funeral (City, state), and the relationship to the employee. Time off with pay will be allowed for purposes of attending the funeral of a City employee.
- 10.02 If necessary, in the event of Section 10.01 or Section 10.02 above, additional days off may be allowed with the approval of the Department Head. The number of days allowed will be based on the individual circumstances surrounding the request and will be approved at the discretion of management. Each day so allowed and taken shall be deducted from the employee's annual leave or sick leave.
- 10.03 Upon timely notification to the employee's supervisor, an employee may use accumulated sick leave to attend the funeral of a relative not covered in Section 10.01 or 10.02 above. The amount of sick leave used shall not exceed one (1) working day and may be restricted by management because of staffing requirements. Upon employee's return to work, the employee shall supply management with the following information about the deceased: Their full name, location of death (City, state), location of funeral (City, state), and the relationship to the employee.

–ARTICLE 11 • ANNUAL LEAVE–

11.01 Annual leave shall consist of a combination of two separate leave banks - holiday leave hours and vacation leave hours. Subject to the approval of the employee's supervisor, an employee may take annual leave time at such times as are mutually agreeable to the employee and the supervisor.

11.02 Employee shall receive 96 hours of accrued holiday leave annually to be maintained in a separate holiday leave bank. This bank of holiday leave will be posted on January 1 of each year and must be used subject to the provisions listed below.

The use of holiday time will be governed by the same criteria as vacation time and considered as hours worked for calculation of overtime. Employees may cash out forty (40) hours of holiday leave at the end of November to be paid on the November 16-30 pay period. Employees must use the additional fifty-six (56) hours of holiday leave by the end of the calendar year in which the holidays are earned. Cash-out of holidays shall be at the employee's straight hourly rate of pay.

Employees who do not work the entire 12 months of the year in which holidays are granted will have holiday hours deducted in a pro rata manner from the holiday balance or if holiday hours have been exhausted other forms of leave will be deducted or a reduction taken from wages earned.

11.03 A. Employees who work within the twenty-four (24) hour period (midnight to midnight) of on any of the days listed below shall be paid at the rate of time and one-half (1-1/2) for those hours actually worked on that date during that twenty-four (24) hour period. These holidays are as follows:

1. New Year's Day (January 1)
2. President's Day (3rd Monday in February)
3. Memorial Day (last Monday in May)
4. Independence Day (July 4)
5. Labor Day (1st Monday in September)
6. Veterans Day (November 11)
7. Thanksgiving Day (4th Thursday in November)
8. Christmas Eve Day (December 24)
9. Christmas Day (December 25)

B. Those employees who are assigned to non-patrol areas shall have the option of working on any paid holiday unless they have been specifically assigned to work on that holiday. However, should the employee decide to work on any paid holiday that falls on a normally scheduled work day, the rate of pay the employee earns shall be at straight time and they shall not be entitled to time and a half. If a non-patrol assigned employee elects to not work on a holiday that falls during their

regularly assigned work shift, the employee must submit a request to take holiday leave, vacation or comp time on that date.

- C. Nothing in the above paragraph shall prohibit the Department from scheduling a non-patrol assigned employee to work on a holiday. However, should non-patrol assigned employees be required to work on a holiday that falls on their regularly scheduled work day, the employee shall be paid at the rate of time and a half (1 1/2).

11.04 Anytime an employee would be entitled to overtime (as defined in Article 8) on a holiday (as defined in Section 11.03), that employee shall be compensated at the rate of double his/her regular rate of pay for the overtime hours worked.

11.05 A. Effective January 1, 2008 vacation leave shall accrue on a pay period basis in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Vacation Hours</u>	<u>Pay Period Accrual</u>
0 through 1 year	54	2.25
2 through 4 years	96	4.00
5 through 9 years	132	5.50
10 through 14 years	156	6.50
15 through 19 years	180	7.50
20 years and over	204	8.50

- B. **Sergeant's Week Vacation:** Sergeants shall receive an additional forty-two (42) hours of annual vacation (1.75 hours per pay period) each year to the leave accruals stated in 11.05 A above.

11.06 A. The minimum annual leave to be taken by an employee shall be one-half (0.5) hour.

- B. The master patrol schedule for the following calendar year will be completed by October 31. Employees may submit annual leave requests for the following calendar year from November 1 through November 30. The approved vacations will be posted by December 15. Vacations will be granted upon the basis of sergeant requests first, corporals and then department seniority. After December 15, requests for annual leave will be scheduled based upon the earliest submitted request. The department will approve two (2) annual leave requests per shift for each day if the requests are submitted between November 1 and November 30 of the previous year.

- C. All annual leave shall be expended on an hour-for-hour basis, e.g., nine hours of accrued leave time for a nine-hour shift taken as annual leave. Annual leave shall also be deducted hour for hour when less than a full shift is taken.

- 11.07 Annual leave earned in two (2) calendar years, plus one (1) week of annual leave previously earned, may be carried forward from one (1) calendar year to the next.

Should an employee not schedule his/her vacation by October 31st to insure that his/her carry-over each year does not exceed the maximum allowed, then as of December 31st of any year such excess shall be lost. However, should the City cancel an employee's previously scheduled vacation and thereby cause the employee's accrual to exceed the maximum amount allowed him/her, that excess amount shall not be lost and shall be carried forward to the next calendar year, or, at the end of the calendar year, that employee may offer to sell back to the City the unused vacation time which exceeds the maximum accrual to the extent such excess results from the City's cancellation of previously scheduled vacation. Should the City in its opinion not have sufficient budgeted funds to pay for all or part of the vacation days offered to be sold back, the City may deny the request and those canceled days may be carried forward without being lost as being in excess of the allowable maximum accrual.

- 11.08 Employees with more than one (1) year of service who are laid off, retired or dismissed, or who resign, shall be entitled to payment for all accrued and unused annual leave.

- 11.09 Upon the death of an employee in active service, his/her beneficiary will be paid the value of any unused vacation that the employee had earned but not yet taken at the time of his/her death.

- 11.10 A. A leave of absence, without pay or benefits, of ninety (90) days may be granted by the City where it will not be seriously handicapped by the temporary absence of the employee. An extension of the ninety (90) day leave of absence may be granted upon approval of the Chief of Police and the City Manager.

B. An employee shall not be granted a leave of absence without pay until all accumulated vacation n accruals, accrued holiday time and compensatory time have been applied towards payment for the absence.

- 11.11 With the City's approval, an employee may receive payment for up to forty (40) hours of accrued and unused annual leave once each calendar year. Such annual leave shall be paid at the employee's current base, hourly rate of pay. Written requests for such payments shall be submitted to the Chief of Police by December 1 of each year.

- 11.12 Leave Sharing:

Employees shall have the ability to transfer vacation and holiday leave hours from their accrued vacation and holiday leave banks to another employee's sick leave bank, as defined in the City's catastrophic leave policy.

–ARTICLE 12 • PERFORMANCE OF DUTY–

12.01 No employee covered by this Agreement shall engage in any work stoppage, slowdown, picketing or strike at any City location during the life of this Agreement. If any such work stoppage, slowdown, picketing or strike shall take place, the Guild will immediately notify employees so engaging in such activities to cease and desist, and it shall publicly declare that such work stoppage, slowdown, picketing or strike is illegal and unauthorized. No employee shall refuse to cross any picket line when called upon to cross such picket line in the line of duty. Any employee engaging in any activity in violation of this Article shall be subject to immediate disciplinary action, including discharge.

12.02 The parties recognize and agree to abide by the provisions of RCW 41.56.490.

–ARTICLE 13 • GRIEVANCE PROCEDURE–

13.01 A grievance shall be defined to include only matters involving the interpretation, application or enforcement of the terms of this Agreement. All grievances which cannot be resolved informally between an employee and his/her supervisor shall be resolved through the following procedure.

Step 1: The employee or the employee's representative shall submit a written grievance to his/her Divisional Commander within seven (7) calendar days of its alleged occurrence, or the date on which the employee knew or should have known of the violation. The grievance shall set forth a statement of the pertinent facts, the provision or provisions of this Agreement which are alleged to have been violated and the relief requested. The Divisional Commander shall have fourteen (14) calendar days after its presentation to him/her to attempt to resolve the grievance.

Step 2: If the grievance is not settled within the time frame indicated in Step 1 and the Guild wishes to pursue it further, it shall submit the grievance in writing to the Chief of Police within seven (7) calendar days after a response from the Divisional Commander, setting forth the facts involved, the provision or provisions of this Agreement alleged to have been violated, and the relief sought. The Chief will investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within fourteen (14) calendar days of its presentation to him with the grievant and an authorized Guild representative. The Chief shall provide a written answer to the grievance within seven (7) calendar days following the meeting.

Step 3: If the grievance is not settled at Step 2 and the Guild wishes to appeal it to Step 3 of the grievance procedure, it shall do so in writing to the City Manager within seven (7) calendar days of the Chief's answer at Step 2. The City Manager shall respond within fourteen (14) calendar days of the submission to him.

Step 4: Mediation: In the event the grievance is not resolved within fourteen (14) calendar days after its submission to the City Manager and the Guild wishes to pursue it further, it shall, within twenty-one (21) calendar days of its submission to the City Manager, refer it to mediation. Such referral shall be in writing, delivered to the Chief of Police, with a copy to the City Human Resources Department. Upon timely submission of the grievance to mediation, the parties shall request the Washington Public Employment Relations Commission to assign a mediator to meet with the parties to attempt to reach a resolution of the grievance. The mediator shall have no authority to direct or require a specific resolution of the grievance, but will work with the parties to explore the merits of the grievance and possible resolution of it. Either side may terminate

mediation at any time after fourteen (14) calendar days from first mediation meeting.

Step 5: Arbitration: In the event the grievance is not resolved within seven (7) calendar days after the parties have completed mediation at Step 4 and the Guild wishes to pursue it further, it shall, within fourteen (14) calendar days of the completion of mediation at Step 4, refer it to arbitration. Such referral shall be in writing, delivered to the Chief of Police, with a copy to the City Human Resources Department. The parties, within fourteen (14) calendar days of the request for arbitration, shall jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) arbitrators from which the parties may select one (1). The representatives of the City and Guild shall alternately eliminate the name of one person from the list until only one name remains, with the Guild representative striking the first name from the list. The last name left on the list shall be the arbitrator.

- 13.02 It shall be the function of the arbitrator to hold a hearing at which the parties may submit their cases concerning the grievance. The arbitrator shall render his/her decision based on the interpretation and application of the provisions of the Agreement within thirty (30) calendar days after the close of such hearing. The decision shall be final and binding upon the parties to the grievance, provided the arbitrator shall have no power to add to, subtract from or otherwise modify or amend any terms of this Agreement. Expenses for the arbitrator's services shall be borne by the losing party as designated by the arbitrator, but each party shall be responsible for any other expenses incurred by it in connection with the arbitration proceeding.
- 13.03 The steps set forth in the grievance procedure contained in this Article shall be followed unless the Chief of Police and the Guild representative agree in a particular case that the procedural steps and/or time limits should be modified. Any agreement to modify the procedural steps and/or time limits shall be in writing. In the event that no provision is made to modify any procedural steps and/or time limits, failure of the grievant and/or the Guild to comply with such steps and/or time limits shall be treated as final disposition of the subject matter of the grievance against the grievant. Failure by the City and/or Department to comply with a specified procedure or time period shall serve to automatically move the grievance to the next step.
- 13.04 It is specifically understood that any matters not included in this Agreement, including statutory provisions of Washington State Law, shall not be considered as proper bases for a grievance or subject to the grievance procedure set forth herein.
- 13.05 The provisions of this Article shall not be interpreted to require that the Guild process any grievance through the grievance or arbitration procedure which it believes, in good faith, lacks sufficient merit.

–ARTICLE 14 • INSURANCE COVERAGE–

- 14.01 A. For the term of this Agreement, the City agrees to provide health care and \$50,000 life insurance to all with the premium paid one hundred percent (100%) by the City and the option to provide coverage for their eligible dependents.

The insurance plans, which are in effect at the time of this Agreement are:

1. Regence Blue Shield Preferred Provider plan (PPO) as offered through the Association of Washington Cities, or
 2. Kaiser Foundation Health Plan of the Northwest, group medical and hospital service agreement, prescription plan and optical plan; and
 3. Delta Dental (formerly Washington Dental Service Plan No. 177), “F” as offered through the Association of Washington Cities and the Willamette dental plan including its orthodontia coverage as a second option for unit employees.
- B. The City also agrees to provide long-term disability insurance with a ninety (90)-day waiting period through the Association of Washington Cities (Standard Insurance Co.) for each employee (except LEOFF I employees who are covered for disability through a state provided program).
- C. The City has complete authority to choose and change the providers of the health care and life insurance benefits, so long as the level of benefits remains equivalent to those which were provided by the above-indicated plans on the date of entry of this Agreement.

- 14.02 For the term of this Agreement, the City will provide and offer only high deductible plans from Association of Washington Cities (AWC) and Kaiser. A summary of the plan designs and benefits of these high deductible plans from AWC and Kaiser are attached as **Attachment E and Attachment F**.

- 14.03 A. Until December 31, 2017,, any and all high deductible medical plans offered by the City will be one hundred percent (100%) paid by the City for employees and their dependents.

B. Effective January 1, 2018, and for the term of this Agreement, any and all high deductible medical plans offered by the City will be ninety-five percent (95%) paid by the City for employees and their dependents and five percent (5%) paid by the employee for the employee and their dependents, however, in no event shall the monthly maximum employee cost share contribution exceed seventy-five dollars (\$75.00) per month. The employee cost share contribution towards medical premium shall be done as an automatic pre-tax payroll deduction.

- 14.04 For the term of this Agreement, dental and vision coverage will be one hundred percent (100%) paid by the City for employees and their dependents.
- 14.05 For the term of this Agreement, the City will fund a Health Reimbursement Arrangement (HRA) account by a monthly contribution of either \$125.00 for a single employee, or \$250.00 for an employee with one (1) or more dependents. The employee's HRA account funds will be drawn down by any deductible medical expense payments during the applicable health insurance plan year. Any HRA account funds remaining in the HRA account fund of the employee as of April 1 of the following applicable health insurance plan year will be automatically swept and transferred by the City to the employee's personal VEBA trust account.
- 14.06 For the term of this Agreement, except for LEOFF 1 employees, individuals that choose to be insured under a medical plan as a dependent (i.e. insured via a spouse's medical insurance plan), upon providing proof of said insurance coverage, can elect to receive a \$750.00 per month City-paid contribution into a Voluntary Employee Benefit Association (VEBA) account in lieu of enrolling in the City's medical insurance coverage program.

–ARTICLE 15 • MISCELLANEOUS CONDITIONS–

15.01 If any article of this Agreement or any addenda hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if enforcement of any article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby and the parties shall enter, within ten (10) calendar days, into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement or modification of such article held invalid.

–ARTICLE 16 • LEGAL FEES–

16.01 The City currently indemnifies and defends employees against civil claims and judgments arising out of the performance of their official duties. The City agrees to reimburse an employee for necessary, reasonable, usual and customary legal fees charged by an attorney for representing him or her in criminal proceedings arising from circumstances which occurred from the good faith performance of his or her duties in substantial compliance with the City's policies and procedures. The determinations to be made under the preceding paragraph shall be in the sole discretion of the Employer and shall not be subject to the grievance and arbitration procedure. Nothing in this paragraph shall limit the right of the individual employee to pursue his or her individual rights, if any, involving the subject matter of this paragraph in the courts. The maximum the Employer shall be required to contribute to legal fees shall be \$10,000.

–ARTICLE 17 • LENGTH OF AGREEMENT–

- 17.01 The agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.
- 17.02 This agreement shall be effective from January 1, 2017, through December 31, 2018.
- 17.03 Contract Reopener - Either side may request negotiations to commence for a new Agreement on or after April 1, 2018, or earlier if mutually agreed by the parties. This Agreement shall remain in full force and effect during the period of negotiations for a successor Agreement.

Dated this ____ day of _____, 2017.

CITY OF LONGVIEW

By:

Dave Campbell, City Manager

James G. Duscha, Police Chief

Chris Smith, HR Director

LONGVIEW POLICE GUILD

By:

Steve Dennis, Guild President

Mark Makler, Counsel to Guild

Attachment A

School Officers

to

THE CITY OF LONGVIEW &

THE LONGVIEW POLICE GUILD

Collective Bargaining Agreement School Officers' Hours (2001-1)

The following shall apply to those assigned as school officers.

1. When the schools are in session, school officers shall work five (5), nine (9) hour days, Monday through Friday, for a total of forty five (45) hours per week so that coverage can be provided before and after the school day begins and ends.
2. When the schools are in session, school officers shall normally work from 7:00 a.m. to 4:00 p.m.; however the beginning and ending time of the work day may be adjusted as provided in Article 8 of the current Labor Agreement.
3. School officers shall receive one hour of compensatory time for each nine (9) hour day worked as follows: such compensatory time shall be earned at the straight-time rate until the employee works forty three (43) hours in a week. Should a school officer work more than forty three (43) hours in a week when the schools are in session, he/she shall receive compensatory time for each additional hour worked beyond forty three (43) hours at the rate of time-and-one-half.
4. On those days when the schools are not in session, schools officers shall work an eight (8) hour day, Monday through Friday, from 7:30 a.m. to 3:30 p.m.
5. When a school officer is required to work in excess of his/her regularly scheduled shift, whether it is an eight (8) or a nine (9) hour day, he/she shall receive overtime as provided in the current Labor Agreement.
6. School officers shall take their accrued vacation and compensatory time during those times in the school year when school is not in session, i.e., holidays, Christmas vacation, spring and summer breaks, etc. The exception to this requirement is an unforeseen emergency, as approved by the Chief of Police.
7. School officers shall be charged eight hours of annual leave, sick leave, and/or compensatory time for each full, eight (8) or nine (9) hour shift taken off. Annual leave, sick leave, and/or compensatory time shall be deducted hour for hour when less than a full shift off is taken.

8. School officers shall be allowed to accrue compensatory time in excess of the maximums provided by the current Labor Agreement and/or City policy; however, all compensatory time accrued shall be taken by the beginning of the new school year each year. When an employee is reassigned to duty other than school officer, his/her compensatory time balance must be reduced to the allowed maximum within 90 days of reassignment, or as otherwise agreed by the parties at the time the person is reassigned.
9. In an effort to assist school officers in the use of their accrued compensatory time, it is agreed that they shall be exempt from the requirement to work on mandatory work days, whenever possible.

Attachment B

Schedule/Hours of Work Illustration to THE CITY OF LONGVIEW & THE LONGVIEW POLICE GUILD Collective Bargaining Agreement

DAY SHIFT - 9-Hour Schedule

	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	M	T
Sergeant	X	X	X						X	X	X						X	X	X					
Sergeant (Relief)	Days off to be factored in later																							
Sergeant (Relief)	Days off to be factored in later																							
Officer 1	X						X	X	X						X	X	X						X	X
Officer 2	X	X						X	X	X					X	X	X							X
Officer 3	X	X	X						X	X	X					X	X	X						
Officer 4		X	X	X						X	X	X					X	X	X					
Officer 5			X	X	X					X	X	X						X	X	X				
Officer 6				X	X	X					X	X	X						X	X	X			
Officer 7					X	X	X					X	X	X						X	X	X		
Officer 8						X	X	X					X	X	X						X	X	X	
Officer 9	X						X	X	X					X	X	X							X	X
Officer 10				X	X	X					X	X	X						X	X	X			
TOTAL	1+6	1+7	1+7	1+6	1+6	1+6	1+6	1+6	1+6	1+7	1+7	1+6	1+6	1+6	1+6	1+6	1+7	1+7	1+6	1+6	1+6	1+6	1+6	1+6
Vacation	1	2	2	1	1	1	1	1	1	2	2	1	1	1	1	1	1	2	2	1	1	1	1	1

DAY SHIFT/Illustration

	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	M	T
Sergeant	X	X	X						X	X	X						X	X	X					
Sergeant (Relief)			TBD																					
Sergeant (Relief)			TBD																					
Officer 1	X						X	X	X						X	X	X						X	X
Officer 2	X	X						X	X	X					X	X	X							X
Officer 3	X	X	X						X	X	X					X	X	X						
Officer 4- back injury	X	X	X							X	X	X					X	X	X					
Officer 5			X	X	X						X	X	X					X	X	X				
Officer 6				X	X	X					X	X	X						X	X	X			
Officer 7					X	X	X					X	X	X						X	X	X		
Officer 8						X	X	X					X	X	X						X	X	X	
Officer 9	X						X	X	X					X	X	X							X	X
Officer 10 modified										X	X	X						X	X	X				
Officer 10				X	X	X				X	X	X	X					X	X	X	X	X		
TOTAL	1+6	1+7	1+7	1+6	1+6	1+6	1+6	1+6	1+6	1+7	1+7	1+6	1+6	1+6	1+6	1+6	1+7	1+7	1+6	1+6	1+6	1+6	1+6	1+6
Vacation	1	2	2	1	1	1	1	1	1	2	2	1	1	1	1	1	1	2	2	1	1	1	1	1

* Note in both illustrations only the days off change, not the hours of work. Premiums would only be paid in accordance with section 8.05 if the person did not receive 24 hours advance notice.

SWING SHIFT - 9-Hour Schedule

	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	M	T
Sergeant	X	X	X						X	X	X						X	X	X					
Sergeant (Relief)	Days off to be factored in later																							
Sergeant (Relief)	Days off to be factored in later																							
Officer 1	X						X	X	X						X	X	X						X	X
Officer 2	X	X						X	X	X					X	X	X							X
Officer 3	X	X	X						X	X	X					X	X	X						
Officer 4		X	X	X						X	X	X					X	X	X					
Officer 5			X	X	X					X	X	X					X	X	X					
Officer 6				X	X	X						X	X	X						X	X	X		
Officer 7					X	X	X						X	X	X						X	X	X	
Officer 8						X	X	X						X	X	X						X	X	X
Officer 9	X						X	X	X						X	X	X						X	X
Officer 10				X	X	X						X	X	X						X	X	X		
TOTAL	1+6	1+7	1+7	1+6	1+6	1+6	1+6	1+6	1+6	1+7	1+7	1+6	1+6	1+6	1+6	1+6	1+6	1+7	1+7	1+6	1+6	1+6	1+6	1+6
Vacation	1	2	2	1	1	1	1	1	1	2	2	1	1	1	1	1	1	2	2	1	1	1	1	1

SWING SHIFT/Illustration

	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	M	T
Sergeant	X	X	X						X	X	X						X	X	X					
Sergeant (Relief)			TBD																					
Sergeant (Relief)			TBD																					
Officer 1	X						X	X	X						X	X	X						X	X
Officer 2	X	X						X	X	X					X	X	X							X
Officer 3	X	X	X						X	X	X					X	X	X						
Officer 4		X	X	X						X	X	X					X	X	X					
Officer 5 - mandatory leave			X	X	X						X	X	X						X	X	X			
Officer 6				X	X	X						X	X	X						X	X	X		
Officer 7					X	X	X						X	X	X						X	X	X	
Officer 8						X	X	X						X	X	X						X	X	X
Officer 9 Modified	X		X	X							X	X	X						X	X	X			
Officer 9	X						X	X	X						X	X	X						X	X
Officer 10				X	X	X						X	X	X						X	X	X		
TOTAL	1+6	1+7	1+7	1+6	1+6	1+6	1+6	1+6	1+6	1+7	1+7	1+6	1+6	1+6	1+6	1+6	1+6	1+7	1+7	1+6	1+6	1+6	1+6	1+6
Vacation	1	2	2	1	1	1	1	1	1	2	2	1	1	1	1	1	1	2	2	1	1	1	1	1

* Note in both illustrations only the days off change, not the hours of work. Premiums would only be paid in accordance with section 8.05 if the person did not receive 24 hours advance notice.

GRAVEYARD SHIFT - 9-Hour Schedule

	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	M	T	
Sergeant	X	X	X						X	X	X						X	X	X						
Sergeant (Relief)			Days off to be factored in later																						
Sergeant (Relief)			Days off to be factored in later																						
Officer 1	X						X	X	X						X	X	X						X	X	
Officer 2	X	X						X	X	X						X	X	X						X	
Officer 3	X	X	X						X	X	X						X	X	X						
Officer 4		X	X	X						X	X	X						X	X	X					
Officer 5			X	X	X						X	X	X						X	X	X				
Officer 6				X	X	X						X	X	X						X	X	X			
Officer 7					X	X	X						X	X	X						X	X	X		
Officer 8						X	X	X						X	X	X						X	X	X	
Officer 9	X						X	X	X						X	X	X						X	X	
Officer 10				X	X	X						X	X	X						X	X	X			
TOTAL	1+6	1+7	1+7	1+6	1+6	1+6	1+6	1+6	1+6	1+7	1+7	1+6	1+6	1+6	1+6	1+6	1+6	1+7	1+7	1+6	1+6	1+6	1+6	1+6	
Vacation	1	2	2	1	1	1	1	1	1	2	2	1	1	1	1	1	1	2	2	1	1	1	1	1	

GRAVEYARD SHIFT/Illustration

	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	M	T
Sergeant	X	X	X						X	X	X						X	X	X					
Sergeant (Relief)			TBD																					
Sergeant (Relief)			TBD																					
Officer 1	X						X	X	X						X	X	X						X	X
Officer 2	X	X						X	X	X						X	X	X						X
Officer 3	X	X	X						X	X	X						X	X	X					
Officer 4		X	X	X						X	X	X						X	X	X				
Officer 5			X	X	X						X	X	X						X	X	X			
Officer 6				X	X	X						X	X	X						X	X	X		
Officer 7					X	X	X						X	X	X						X	X	X	
Officer 8						X	X	X						X	X	X						X	X	X
Officer 9	X						X	X	X						X	X	X						X	X
Officer 10				X	X	X						X	X	X						X	X	X		
TOTAL	1+6	1+7	1+7	1+6	1+6	1+6	1+6	1+6	1+6	1+7	1+7	1+6	1+6	1+6	1+6	1+6	1+6	1+7	1+7	1+6	1+6	1+6	1+6	1+6
Vacation	1	2	2	1	1	1	1	1	1	2	2	1	1	1	1	1	1	2	2	1	1	1	1	1

Note in both illustrations only the days off change, not the hours of work. Premiums would only be paid in accordance with section 8.05 if the person did not receive 24 hours advance notice.

Attachment C

The parties agree to have the revised Substance Abuse Policy reviewed by each party's legal representative for issues of concern to be noted and bargained within 60 days, or as otherwise mutually agreed by the parties, after the collective bargaining agreement is ratified.

Substance Abuse Policy (1990-1) MEMORANDUM OF UNDERSTANDING

By and Between

The City of Longview

and

The Longview Police Guild

In recognition of the serious problem with substance abuse in our society, the Longview Police Guild ("Guild") endorses efforts by the City of Longview ("City") to help preclude problems regarding drugs or alcohol and its employees. The Guild supports the intent of The City of Longview - Substance Abuse Policy ("Policy") to ensure a safe work environment and help assure public safety, while at the same time endeavoring to safeguard employee privacy and dignity.

NOW THEREFORE, it is understood and agreed that the following procedural steps shall be met by the City regarding the application of the Policy to employees in the bargaining unit represented by the Guild:

1. When the City orders that a drug test shall be conducted, the City shall bear the laboratory/clinic actual expenses for such a test.
2. If a drug test is ordered by the City, the laboratory utilized shall maintain an adequate amount of the sample submitted (preserving it through frozen storage in accordance with the Policy), and it shall be available on written request to the City by any tested employee for up to sixty (60) days from the date the sample was taken so that the employee may at the employee's expense, have an independent test conducted. Any independent test must satisfy appropriate chain of custody requirements to verify authenticity and meet City testing requirements to the City's satisfaction.
3. In all drug testing situations under the Policy, the City shall utilize confirmatory testing as a standard procedure. Under this requirement, a screening test will be utilized to preliminarily determine whether a sample is positive or negative, and all positive samples will be run through a second more specific test. It is understood between the City and the Guild that in circumstances involving urinalysis testing,

that the screen test shall be the enzyme multiplied immunoassay test (EMIT), and that the confirming test shall be the gas chromatography/mass spectrometry (GC/MS) test. No test results shall be sent to the City Medical Review Officer until the confirmatory test has also rendered a positive result. While an employee will be in an appropriate administrative leave status while such test results are pending, no discipline shall be initiated in any way until the final results have been submitted to the Medical Review Officer, interpreted by the Medical Review Officer, and then assessed by the City.

4. In interpreting "reasonable suspicion" situations, it is understood that the law enforcement profession often requires employees to engage in escalation of force situations that are highly stressful. When such a situation occurs, before the City will make a determination of reasonable suspicion regarding the perceived need for a possible drug test, it shall allow a period of time to pass after the stress event before making an assessment of reasonable suspicion indicators at that time.
5. A drug test for alcohol may be performed by the use of a BAC test (breath test) or a blood test, at the discretion of management. However, if a blood test is required, an out-of-county laboratory will be used.
6. Because the Police profession is held to a high standard of ethics by the community, an appearance of professionalism is required at all times. Therefore, in addition to other justifying testing as set forth in the Policy, the odor of intoxicants about an officer by itself, shall be grounds to authorize a test as defined in number 5 above. Management will determine the officer's fitness for duty.
7. In initiating the procedures or making the decisions described in (Section 8) FITNESS FOR DUTY and (Section 10) SEARCH NOTICE AND CONDITIONS of the Policy, two levels of supervision will be required except in cases of emergency.

Agreed to this 23rd day of August, 1990.

Attachment D

2017 Police Guild

5.0% Effective 1/1/2017

Effective January 1, 2017

GRADE	PER	STEPS					
		A	B	C	D	E	
Sergeant							
(Per Art. 6 of Contract - One Step Only - Constant 8% above Corporal Base)							
81	MO						\$7,957
	PP						\$3,978.50
	YR						\$95,484
	HR						\$45.91
Patrol Officer - Entry Level/Training (DURING FIRST 6 MONTHS)							
(Constant 5% below Patrol Officer Base Salary Steps)							
84	MO	\$5,322					
	PP	\$2,661.00					
	YR	\$63,864					
	HR	\$30.70					
Patrol Officer - Base Salary							
85	MO	\$5,602	\$5,891	\$6,212	\$6,559	\$6,886	
	PP	\$2,801.00	\$2,945.50	\$3,106.00	\$3,279.50	\$3,443.00	
	YR	\$67,224	\$70,692	\$74,544	\$78,708	\$82,632	
	HR	\$32.32	\$33.99	\$35.84	\$37.84	\$39.73	
Corporal							
(Per Art. 6 of contract -- One Step Only - Constant 7% above Patrol base)							
87	MO						\$7,368.00
	PP						\$3,684.00
	YR						\$88,416
	HR						\$42.51

2018 Police Guild

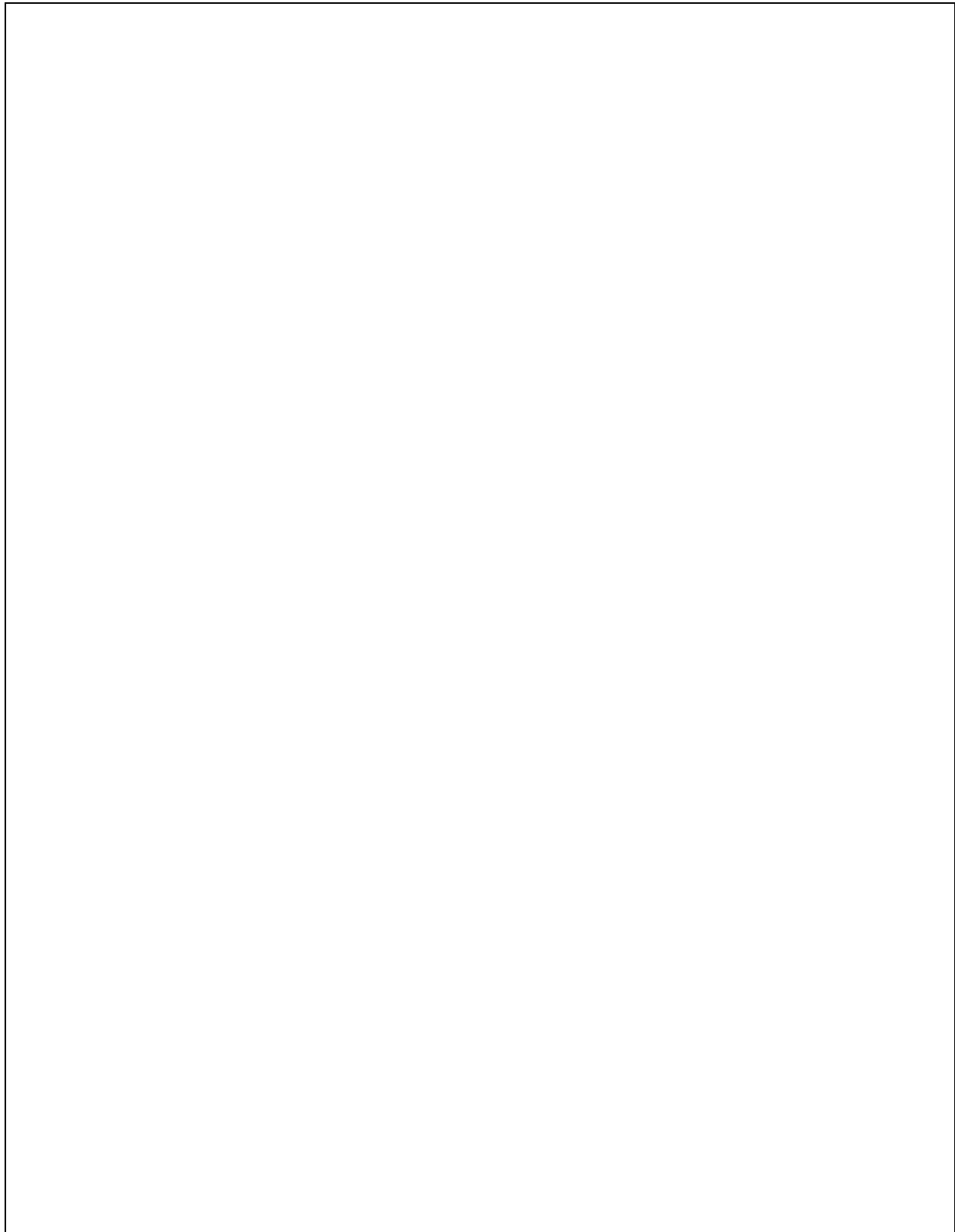
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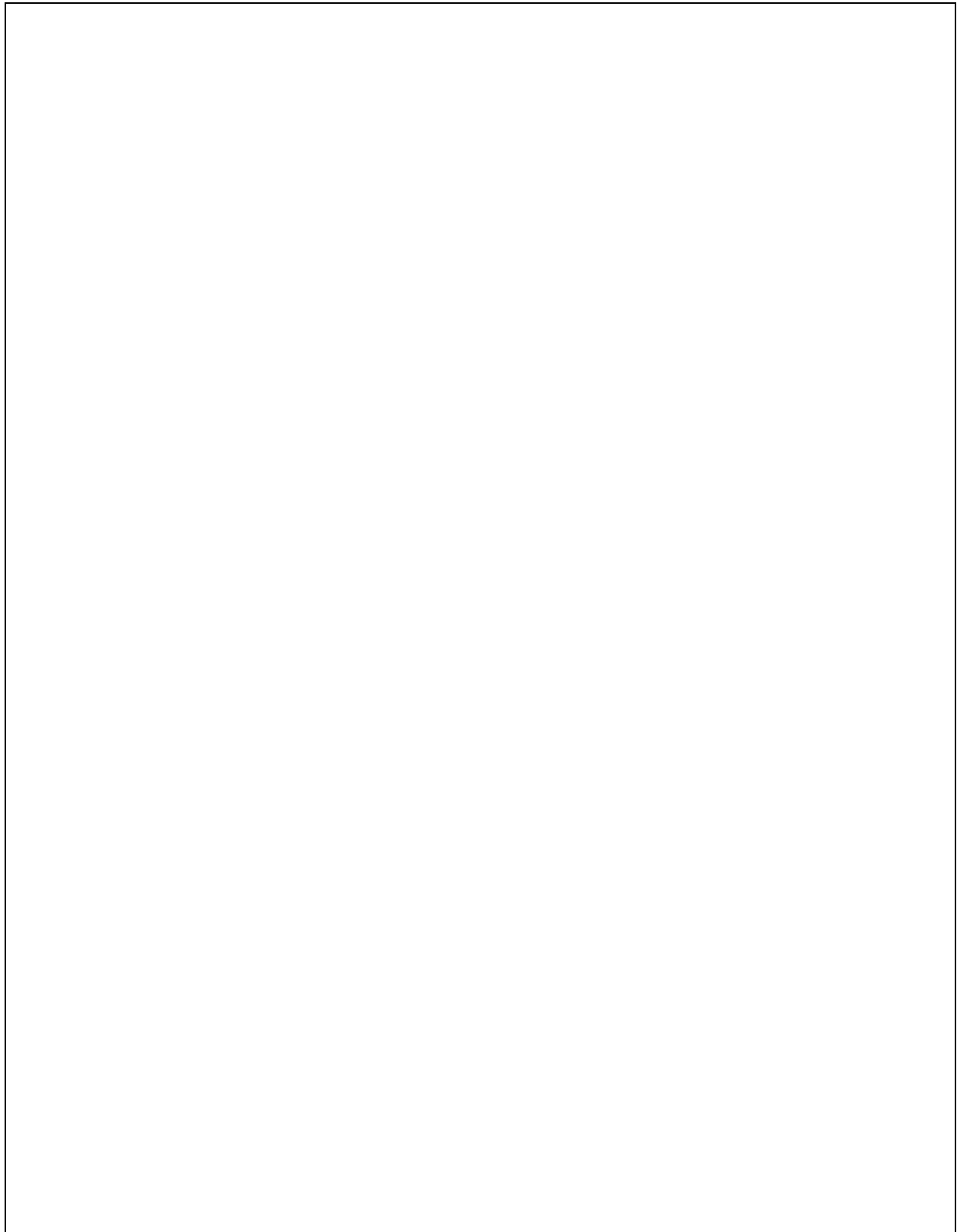
Effective January 1, 2018

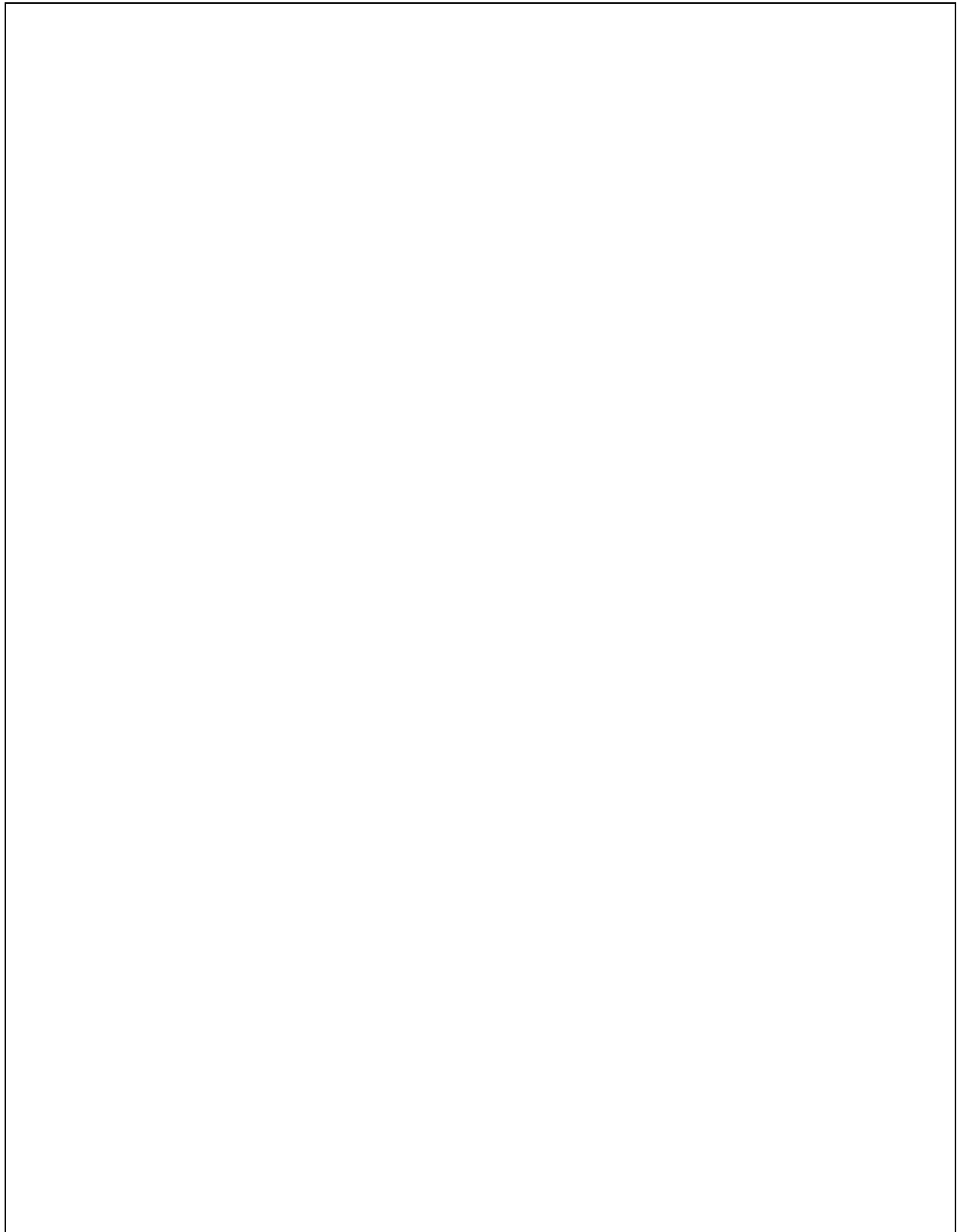
GRADE	PER	STEPS					
		A	B	C	D	E	
Sergeant							
(Per Art. 6 of Contract - One Step Only - Constant 8% above Corporal Base)							
81	MO						\$8,324
	PP						\$4,162.00
	YR						\$99,888
	HR						\$48.02
Patrol Officer - Entry Level/Training (DURING FIRST 6 MONTHS)							
(Constant 5% below Patrol Officer Base Salary Steps)							
84	MO	\$5,270					
	PP	\$2,635.00					
	YR	\$63,240					
	HR	\$30.40					
Patrol Officer - Base Salary							
85	MO	\$5,547	\$5,834	\$6,152	\$6,496	\$7,203	
	PP	\$2,773.50	\$2,917.00	\$3,076.00	\$3,248.00	\$3,601.50	
	YR	\$66,564	\$70,008	\$73,824	\$77,952	\$86,436	
	HR	\$32.00	\$33.66	\$35.49	\$37.48	\$41.56	
Corporal							
(Per Art. 6 of contract -- One Step Only - Constant 7% above Patrol base)							
87	MO						\$7,707.00
	PP						\$3,853.50
	YR						\$92,484
	HR						\$44.46

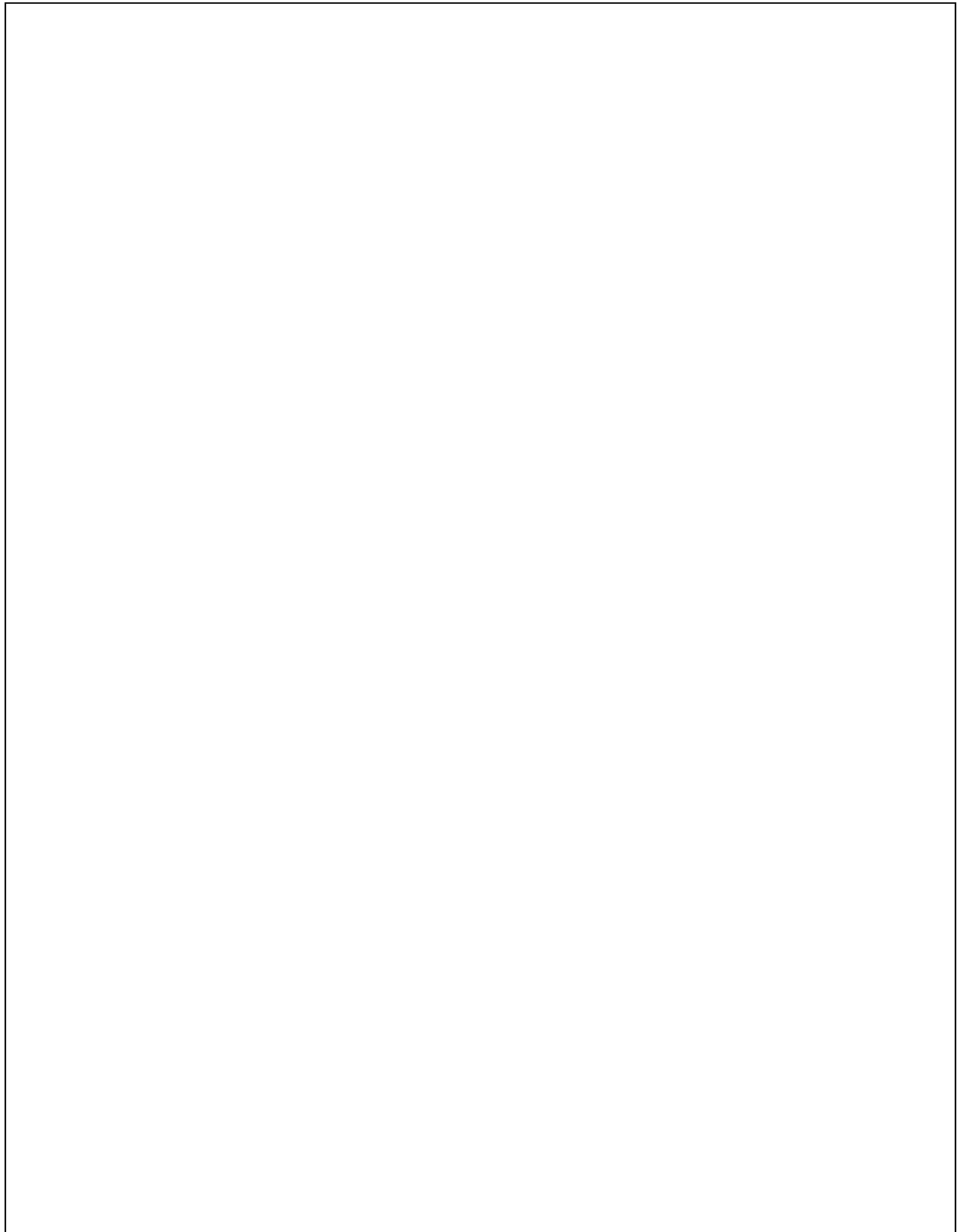
Attachment E

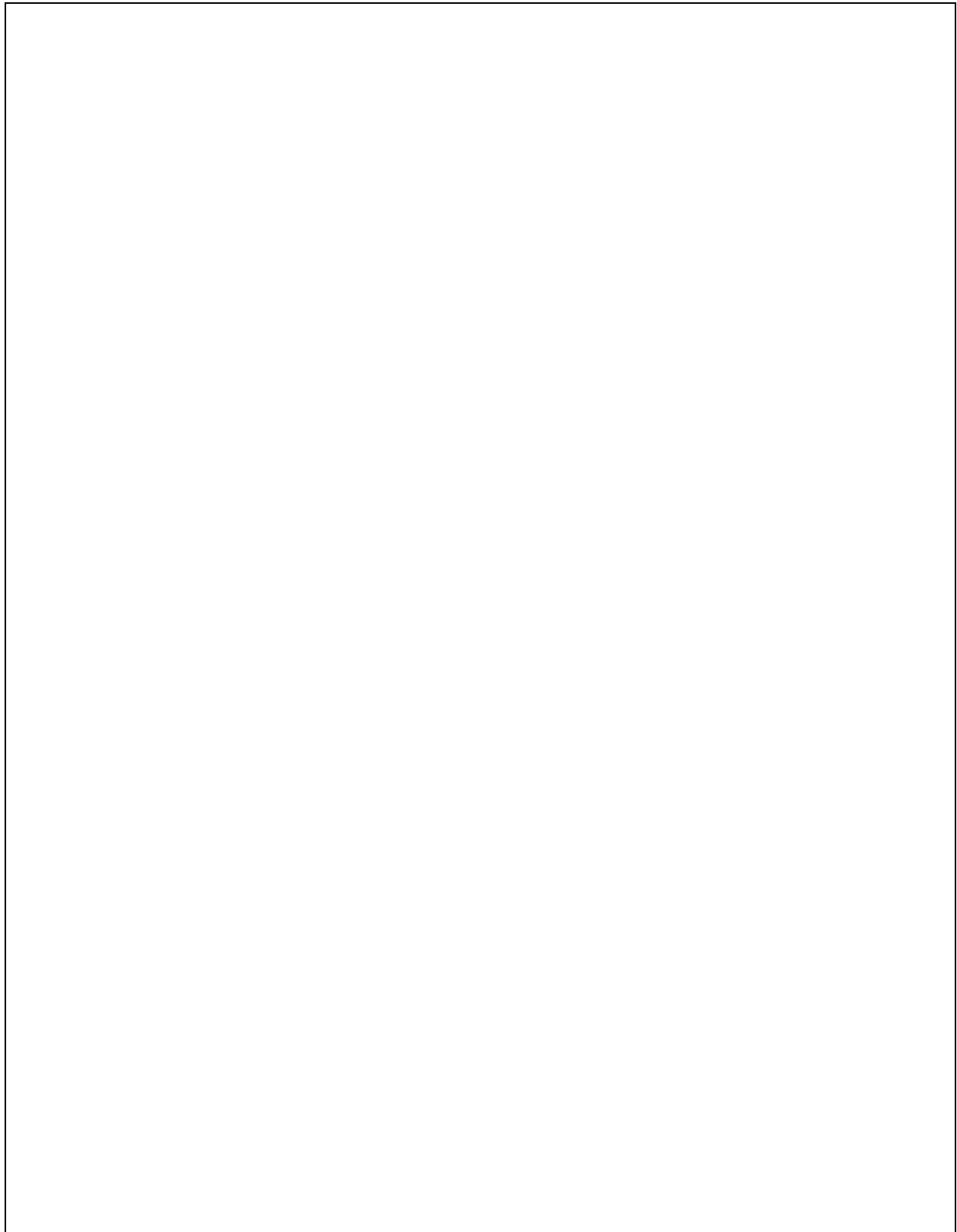
Attachment F











Attachment F

