

COLLECTIVE BARGAINING AGREEMENT

by and between

**THE CITY OF WEST RICHLAND
(CITY)**

and

**WEST RICHLAND POLICE OFFICERS ASSOCIATION
(WRPOA)**

January 1, 2009 to December 31, 2011

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PREAMBLE

This Agreement is made and entered into by and between the City of West Richland, Washington, hereinafter referred to as the "Employer," and West Richland Police Officer's Association, Inc., hereinafter referred to as the "Association," for the purpose of establishing certain wages, hours and working conditions affecting the employees as well as increasing the general efficiency of the City Police Department and maintaining harmonious relations between the City, its employees and the Association. To accomplish the foregoing, the parties agree to the following articles within this Agreement.

ARTICLE 1 - RECOGNITION

- 1.1 The Employer recognizes the Association as the exclusive designated representative for regular full-time and regular part-time fully commissioned employees of the City of West Richland Police Department, excluding the Police Chief, records analyst, administrative assistant, lieutenant, commander, and any and all other employees of the Employer.
 - 1.1.1 Although provisional officers and reserve officers are referenced in Article 11, these are not fully commissioned personnel and are non-uniformed personnel as defined in Chapter 41.56, RCW. Therefore, they do not have access to binding interest arbitration as the final step in negotiations.
- 1.2 The parties agree to meet at reasonable times and places to exchange written proposals concerning wages, hours, terms and conditions of employment as specified in RCW 41.56. All agreements reached during such negotiations shall be reduced to writing and shall be binding on the parties.

ARTICLE 2 - ASSOCIATION MEMBERSHIP

- 2.1 All employees who, as of the date of execution of this Agreement, have signed or who, after the date of execution of this Agreement, sign a dues check-off authorization shall be obligated to continue to pay regular dues each month to the Association through the check-off procedure for the duration of the Collective Bargaining Agreement. New employees may or may not, become members of the Association subject to the following sections. If they do sign a dues check-off authorization, they will be obligated to continue to pay dues for the duration of the Agreement.
- 2.2 The City shall deduct from the pay of such persons electing to have dues deducted the monthly amount of dues as certified by the secretary of the Association and transmit such dues monthly in full, by electronic funds transfer (EFT) to the Association's financial account(s) designated by the treasurer of the

Association. No member of the bargaining unit shall be required to join the Association. However, such individuals shall have an amount, as determined by the Association and certified to the City, deducted from their pay as a representation fee, such amount to be immediately remitted to the Association by EFT. Any dispute regarding the provisions of this section as between the Association and an employee shall not require any action or participation by the Employer such as disciplinary action.

- 2.3 The Employer will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership in, or legitimate activity as required in this Agreement.
- 2.4 Upon written proof of bona fide religious tenets an employee who has otherwise chosen not to pay dues or a service fee will be obligated to pay an amount of money equivalent to regular union dues or service fee to a nonreligious charity or to another charitable organization, mutually agreed upon by the employee and the Association, in accordance with statutory provisions of RCW 41.56.122, et seq. Such decision and the monthly charitable contributions shall be documented, in writing, by the employee to both the Association and the City.
- 2.5 With prior written notice to the Chief or his/her designee, the Association may schedule and hold meetings in the Police and City Hall buildings so long as such meetings do not interfere with the operation of City services, and the meeting relates to Association business. The Association shall have the right to post notices of activities and matters of Association concern on the bulletin board specified by the Chief.
- 2.6 The Association agrees to defend and hold the Employer harmless from and against any and all claims, demands, lawsuits, orders or judgments arising from the administration and effects of this Article. Notices posted on the Association bulletin board shall conform with the City and Police Department Anti-Harassment policies and relate to Association business.

ARTICLE 3 - DISCIPLINE

- 3.1 The Police Chief may discipline an employee subject to just cause. Examples of just cause for discipline are as follows:
 - (a) Consuming intoxicants, and/or prescribed medication while on duty or in a manner which affects the officer's ability to perform his/her duties, improper and/or illegal use or possession of a controlled substance at any time.

- (b) Reporting for duty with the presence of alcohol, controlled substances and/or prescribed medication in the officer's bodily systems (blood, breath and/or urine) which affects the officer's ability to perform his/her duties.
- (c) Disobedience to a lawful order given by a superior officer.
- (d) Incompetence, inability to comply with or support goals of the Police Chief relating to the amount and quality of work.
- (e) Deliberate destruction of the Police Department's or another employee's property.
- (f) Neglect of duty.
- (g) Discourtesy to the public while on duty, or while identified as a police officer.
- (h) Refusal to comply with any lawful departmental rule; provided that such rule shall be posted in each department where it may be read by all employees.
- (i) Disorderly conduct.
- (j) Sleeping on duty.
- (k) Dishonesty.
- (l) Giving or taking of bribes.
- (m) Failure to report for duty without authorization from his/her immediate supervisor.
- (n) Excessive absenteeism which has no lawful reason and/or which is not subject to protected status leave.
- (o) Borrowing or taking tools, equipment, or other property of the Police Department for private or personal use; however, if such property may properly be loaned to members of the public, then it may be loaned to employees who follow the normal checkout procedures.
- (p) Abuse of sick leave by falsification and/or misrepresentation.
- (q) Criminal conviction, or alternative disposition as a result of a criminal case.

- 3.2 Disciplinary action or measures shall include only the following:
- (a) Written counseling / coaching statement;
 - (b) Verbal reprimand, which may be documented in writing;
 - (c) Written reprimand;
 - (d) Suspension with or without pay;
 - (e) Demotion (where applicable);
 - (f) Discharge.
- 3.3 The parties agree that progressive and escalating levels of discipline are preferable in order to allow an employee proper notice of misconduct and the opportunity to improve performance and to allow the Employer to document prior disciplinary matters. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offenses and prior record of discipline; the order in which these criteria appear is not indicative of their priority. Subject to the tenets of just cause, all previous disciplinary actions in an employee's file may be evaluated and considered in a disciplinary action.
- 3.4 When the Police Chief has reasonable suspicion to believe that circumstances are such that retention of the employee will violate City, State or Federal law or will likely result in disruption of Employer services, damage to or loss of Employer property or be injurious to the employee, fellow employees or the services provided by the Employer, the Police Chief may place the employee on administrative leave with pay immediately, pending an internal affairs investigation and potential discipline. In such cases, the specified charges/allegations against the employee shall be made available to the employee and the Association, in writing, by the Employer not later than three (3) working days after the employee was placed on administrative leave with pay.
- 3.5 (a) Newly hired employees serve an initial new-hire probationary period of eighteen (18) calendar months. Probationary employees shall work under the provisions of this Agreement, but shall be only on a trial basis, during which period they may be discharged without just cause and without any recourse for their discharge during their new-hire probation, so long as their discharge was not for an unlawful reason.
- (b) Lateral hire and/or an employee eligible to be certified by CJTC equivalency academy shall serve a probationary period of twelve (12) calendar months. Such employee shall be on a trial basis, during which period they may be discharged without just cause and without any

recourse for their discharge, so long as their discharge was not for an unlawful reason.

- 3.6 The employee shall have the right to inspect the full contents of his/her personnel file(s). Personnel file(s) are any file (including police supervisory files) about the employee maintained by the City. An employee shall have a right to obtain a complete copy of the employee's personnel file(s) and will be provided a copy at no cost, within three (3) business days from an employee's written request. However, such written request for a copy shall not require the City to duplicate copies of documents previously provided to an employee within the twenty-four (24) months preceding the written request. No complaint or document shall be placed in the personnel file of an employee without the employee having been first notified of said complaint or document and given a copy of such complaint or document. An employee or the Association, on behalf of an employee, who disagrees with the validity of any complaint or document added to the file shall have the opportunity to challenge said complaint under the grievance procedure herein. The employee or the Association on behalf of the employee shall have the right to add their written comments to materials added to the personnel file. Such written comments must be directly related to and/or responsive to the document to which it is attached or associated with, and shall be attached to the complaint or document in the employee's personnel file to which it relates.
- 3.7 Any written reprimand and/or complaints in an employee personnel file will be removed from the file after one (1) year if there has been no recurrence of the type or kind of conduct giving rise to the reprimand. If there is a recurrence, the written reprimand and/or complaints will remain in the file for one (1) year from the date of the recurrence.
- 3.8 Suspension: Any documented disciplinary suspension of forty (40) hours or less in an employee personnel file will be removed from the file after five (5) years if there has been no recurrence of the type or kind of conduct giving rise to the suspension. If there is a recurrence, the disciplinary suspension documentation will remain in the file for five (5) years from the date of the recurrence.
- 3.9 Demotions and discharges and suspensions of more than forty (40) hours will remain in the personnel file permanently.
- 3.10 Discipline investigations will be done in accordance with Chapter 26.00.00 of the Police Policy Manual.

ARTICLE 4 - DEFENSE AND LIABILITY

- 4.1 Defense Against Criminal Charges. The Employer shall, at the Employer's expense, defend an officer against criminal charges brought against such officer for action occurring while acting in the official capacity as a Police Officer, except

in instances of intentional misconduct. If the Officer is convicted then the Officer shall be obliged to reimburse the Employer for all defense fees and costs. It shall be the obligation of the Officer to pay for attorney's fees and costs associated with an appeal.

- 4.2 Liability Insurance. The Employer agrees to either provide insurance coverage on behalf of the employees or provide liability defense for employees or a combination thereof in order to reasonably protect and indemnify employees from liability to third parties resulting from employees negligently performing duties within the scope of employment.
- 4.3 Legal Defense. Beginning the first pay period of each month starting March 1st 2009, and each month thereafter, the City will reimburse each employee two dollars (\$2.00) per pay period. This reimbursement is specifically utilized for the Association members assessment towards a legal defense insurance fund provided by and through the WRPOA. The Association will administer the collection of funds to cover the cost of the legal defense insurance and the Association will be responsible for all payments and enrollment in any such program. The legal defense attorney represents the individual member and will not represent the employee in PECBA related matters with the City.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

- 5.1 Work Schedule and Work Shift. Work schedules shall be determined by the City and an employee shall work one (1) of the work schedules set forth below (also see Appendix B attached hereto). Work schedules for shift work employees indicating the hours and work days scheduled to be worked for the following month shall be posted on department bulletin boards at least thirty (30) calendar days in advance.
- 5.1.1 A normal work schedule for an eight (8) consecutive hour or ten (10) consecutive hour work shift shall consist of forty (40)-hours of work during any seven (7)-day calendar period beginning with an employee's first regular scheduled work shift.
- 5.1.2 A normal work schedule for a nine (9) consecutive hour work shift shall consist of eighty (80) hours of work during a fourteen (14)-day calendar period beginning with an employee's first regular scheduled work shift. When using a nine (9) consecutive hour work shift work schedule, an employee will regularly be scheduled to work eight (8) nine (9) consecutive hour works shifts and one (1) eight (8) consecutive hour work shift.
- 5.1.3 A normal work schedule for a twelve (12) consecutive hour patrol work shift shall consist of eighty-four (84) hours of work during a fourteen (14)-

day calendar work period beginning with an employee's first regular scheduled work shift. This work schedule results in seven (7) twelve (12) consecutive hour patrol work shifts in a fourteen (14)-day calendar work period. The Association has traded the additional four (4) hours of work in a fourteen (14)-day calendar work period (84 hours as opposed to 80 hours) for additional days off. In addition, the parties have agreed that calculation of regular hourly rates of pay and regular overtime hourly rates of pay will be as set forth in Section 16.11 of this Agreement. It is the intent of the parties that use of this eighty-four (84)-hour work schedule is in compliance with Section 207(k) of the FLSA. If it turns out that a court deems that this schedule is not in compliance with the FLSA, the City may immediately place employees on a forty (40)-hour work week and the parties will meet and bargain a lawful replacement to the eighty-four (84)-hour work schedule.

- 5.1.4 When using the schedules above, the parties have agreed to follow the FLSA Section 207(k) rules.
- 5.2 Subject to the terms of this Agreement, the Police Chief shall have the right to implement a work schedule which consists of no more than one hundred sixty-eight (168) hours in any twenty-eight (28) day work period.
 - 5.2.1 Subject to the terms of this Agreement, the Chief shall also have the right to implement, if deemed in the best interest of the Employer, a work period other than a twenty-eight (28)-day work period with a one hundred sixty-eight (168)-hour threshold (i.e. a seven (7)-day work period with an overtime threshold of forty (40) hours per work week or a fourteen (14)-day work period with an overtime threshold of eighty-four (84) hours per work period).
 - 5.2.2 The City will implement a payroll recording system which will keep track of time worked within the appropriate work period utilized by the parties.
- 5.3 Meal and Rest Periods. All work shifts shall include paid meal and paid rest breaks. During eight (8)- and nine (9)-hour work shifts, the employee will be entitled to paid rest breaks and paid lunch not to exceed one (1) hour per work shift. During ten (10)- and twelve (12)-hour work shifts, the employee will be entitled to paid rest breaks and paid lunch not to exceed one and one-half (1.5) hours per work shift.
- 5.4 Workday. A normal work day shall consist of eight (8) consecutive hours in a work day, or ten (10) consecutive hours in a work day, or twelve (12) consecutive hours for a patrol work shift work schedule as defined in this Article. A work day is defined as a twenty-four (24) consecutive hour period of time commencing with the start of an employee's regular scheduled work shift.

5.5 Shift Change. Except in an emergency, the Employer shall provide the Association and its members with at least thirty (30) days' written notification prior to any shift changes; such as changing from twelve (12)-hour shifts to eight (8)-, nine (9)-, or ten (10)-hour shifts.

5.5.1 A long term shift change shall be for twenty-eight (28) or more consecutive calendar days.

5.5.2 Shift changes will be posted with at least thirty (30) days' written notice. Shift changes may occur with less than thirty (30) days' notification with approval from both parties.

5.6 Overtime.

5.6.1 Time worked in excess of one hundred sixty-eight (168) hours per twenty-eight (28)-day work period shall be compensated for at one and one-half (1.5) times the employee's regular hourly rate of pay.

5.6.2 If the Chief should implement a different work period such as a seven (7)-day work period with a forty (40)-hour overtime threshold, then time worked in excess of the forty (40)-hour overtime threshold shall be compensated for at one and one-half (1.5) times the employee's regular hourly rate of pay.

5.6.3 For a twelve (12)-hour patrol shift with a fourteen (14)-day work period, time worked in excess of eighty-four (84) hours in a fourteen (14)-day work period shall be compensated at one and one-half (1.5) times the employee's regular hourly rate of pay.

5.6.4 Overtime shall only be worked when such overtime has been specifically authorized by the Chief or his designee prior to the overtime being worked.

5.6.5 For a work shift extension employee's shall be compensated at the rate of one and one-half (1.5) times their regular rate of pay for all hours worked in a work day beyond the employee's regularly scheduled work shift hours. Work shift extension shall not be subject to call back pay.

5.6.6 Paid leave time shall count as time worked for purposes of counting towards the overtime threshold.

5.7 Callback. An employee called in or back to work at a time other than their regularly scheduled work hours shall be paid a minimum of three (3) hours at the rate of time and one-half (1.5) their regular rate of pay. Any time spent in excess of the minimum three (3) hours, at a time when an employee was not regularly scheduled to work, shall be paid to the employee at the rate of time and one-half (1.5) their regular rate of pay.

5.7.1 Pre-Scheduled Meeting. If an employee is required by the Chief of Police or his designee to attend a meeting which has been pre-scheduled with two (2) weeks prior notice, during his or her scheduled off-duty hours, such employee shall receive a minimum of two (2) hours' pay for each event at the employee's regular overtime rate of pay. If the amount of meeting time actually worked exceeds two (2) hours, the employee will be compensated actual time worked at the employee's regular overtime rate of pay.

5.7.2 Standby Pay. The Chief or his designee shall have the authority to place officers on standby status in order to meet the staffing needs of the agency. Employees directed to remain on standby status by supervisory or command personnel shall receive two dollars (\$2.00) per hour for each hour of standby time. Employees on standby time shall abide by such conditions and requirements as directed by the Chief as necessary to insure that the officer is available for duty as directed.

5.8 Compensatory Time. The Association agrees that all accrual of compensatory time is subject to the approval of the Chief or his designee, and must be approved in advance. If a request for accrual of compensatory time in lieu of pay for overtime worked is not approved then the City will pay the overtime pay due to the employee no later than the next scheduled pay check and not to exceed fourteen (14) calendar days.

5.8.1 Compensatory time may be accrued up to a maximum of forty (40) hours. The use of compensatory time shall be subject to mutual agreement by the employee and the City; however, if the City denies an employee's request for the use of compensatory time then, at the option of the employee, no later than the next scheduled pay check and not to exceed fourteen (14) calendar days of the denied request, the employee may require the City to pay to the employee the value of the compensatory time denied. Any compensatory time remaining on the books at the end of the fiscal year, shall be paid to the employee at their overtime rate of pay so that at the beginning of the year, comp time accrual shall be reset to zero (0) hours. [NOTE: Compensatory time is paid at the overtime rate based on the parties' understanding that the City tracks overtime based on the number of overtime hours not the total of straight time hours (e.g. if employee works two (2) hours of overtime, the employee's compensatory time is recorded as two (2) hours not three (3) hours).]

- 5.9 As hours of work for employees represented by the Association are consecutive, breaks and/or lunch periods missed due to bona fide emergency situations or operational needs of the Police Department shall not constitute a basis for a claim for additional regular or overtime compensation.
- 5.10 The term "a bona fide emergency" or "an emergency" means a sudden unexpected happening that calls for immediate action. It includes life threatening or potential life threatening situations; damaged property or potential damage to property situations that are contemporaneously occurring; or other situations which place persons or property in peril.
- 5.11 The Chief has the right to require the performance of overtime work. The Chief will not require an employee to perform more than sixteen (16) consecutive hours of time worked in a single twenty-four (24)-hour work day except in the event of a bona fide emergency.
- 5.12 Safety Release.
- 5.12.1 An employee who is required by the City to work sixteen (16) or more hours in any twenty-four (24)-hour work day and who is scheduled to work a work shift in the next twenty-four (24)-hour work day shall be guaranteed at least eight (8) hours off before being required to return to active duty status.
- 5.12.2 When practical, prior to working sixteen (16) or more hours in any twenty-four (24)-hour work day, the employee shall make their supervisor aware that the employee believes their current work assignment may result in the employee working sixteen (16) or more hours in the twenty-four (24)-hour work day.
- 5.12.3 In order to effectuate Section 5.12.1 and 5.12.2 above, following is an example to demonstrate how the employee will be compensated.
- A Graveyard shift employee works 2000 to 0600 (10 hours worked). The Graveyard shift employee is required to be in Court from 0800 to 1400 (6 hours worked).
- A total of sixteen (16) hours is worked within the twenty-four (24)-hour work day, so to get eight (8) hours off from 1400 to 2200; the employee is not due back to work until 2200 and the employee will be compensated for hours from 2000 to 2200 as safety release with pay and the employee will work from 2200 until 0600.
- 5.13 There shall be no pyramiding of benefits, overtime and/or hours of work.

- 5.14 Overtime Meal Reimbursement. Whenever an employee works at least two (2) hours beyond the end of their regularly scheduled work shift, the employee is entitled to a meal reimbursement. The reimbursement must be requested, in writing, by the employee and reimbursement shall be Eight Dollars (\$8.00).

ARTICLE 6 - HOLIDAYS

- 6.1 In lieu of designated holidays, employees shall receive one hundred thirty-two (132 – 11 holidays at 12 hours each) hours at time and one-half (1.5). There shall be no accumulation of holiday time. Police employees are eligible for holiday pay based on hours pro-rated on a ratio of one hundred thirty-two (132) hours a year, divided by the number of complete months worked in the current calendar year, based on the current January to December calendar year. Holiday compensation may be paid in one (1) or two (2) increments, paid on the first payday in July and/or the first payday in December in a separate check less normal payroll deductions (with a maximum of sixty-six (66) hours on the July increment and all remaining hours paid on the December increment). It is understood by the City and the Association that December's holiday pay dispersal includes the month of December. It is agreed by the parties that Holiday pay, paid in one (1) and/or two (2) lump sum increments, less normal payroll deductions, as set forth in this Section 6.1, shall not be included as part of the employee's regular rate of pay for overtime calculation, and, it is the intent of the parties that this provision comply with the Federal Fair Labor Standards Act (FLSA).
- 6.2 Bargaining unit members, who leave prior to the end of the year, will have their unused holiday hours prorated on a ratio of one hundred thirty-two (132) hours divided by the number of completed months that have occurred in the current calendar year less normal payroll deductions.

ARTICLE 7 – PAID TIME OFF (PTO)

- 7.1 Effective January 1, 2010, employees shall accrue a single paid time off (PTO) leave bank hereby known as PTO Leave. Effective with the implementation of this Agreement, for all employees employed on the date of ratification of this Agreement by the Association, one hundred percent (100%) of each employee's current vacation and sick leave bank (in effect on the date of ratification by the Association) will be transferred to each employee's PTO leave bank, up to nine hundred (900) total hours. Employees shall accrue PTO leave in the following increments instituted on the anniversary date of each officer's employment:

0-60 months of employment	17 hours per month
61-120 months of employment	21 hours per month
121+ months of employment	25 hours per month

- 7.2 Employees may accrue a maximum PTO leave bank not to exceed 1500 hours at any time throughout the calendar year. All accrued hours up to the 1200 hours limit may be carried over from one calendar year to the next.
- 7.3 Utilization of PTO. PTO leave time shall be taken in one (1) hour increments. An employee's PTO leave bank shall be used for personal leave, including vacation, medical and dental appointments, disability, illness, family emergency, personal business, care of sick children or family members, family medical leave, parental leave, jury duty and bereavement leave. Employees are encouraged to inform their supervisor of requests to use PTO leave as early as possible.
- 7.4 Upon separation of employment, employees shall receive and be paid a sum equal to fifty percent (50%) of the number of accrued and unused PTO leave hours multiplied by the employee's last regular hourly rate of pay, up to a maximum cash out of six hundred (600) hours. This sum, less normal payroll deductions, shall only be paid if an employee has provided two (2) weeks' advance notice of quitting employment. If an employee is terminated for just cause such employee shall only receive a sum, less normal payroll deductions, equal to twenty-five percent (25%) of the accrued and unused PTO leave hours multiplied by the employee's last regular hourly rate of pay, up to a maximum cash out of three hundred (300) hours.
- 7.4.1 In the event of a death of an employee, the spouse or designated beneficiary of the employee shall receive and be paid a sum, less normal payroll deductions, equal to fifty percent (50%) of the employee's accrued and unused PTO leave hours multiplied by the employee's last regular hourly rate of pay.
- 7.4.2 Employees who are suffering from an illness, injury, or disability shall make reasonable efforts to report their absence to the Chief, immediate supervisor, or designated representative. Supervisors receiving information about an employee's health care condition(s) shall comply with all State and/or Federal laws regarding the privacy and/or confidentiality of such health care condition(s) information received about an employee stating the reasons for their absence. Such notification shall be provided if practicable at least one (1) hour before the beginning of the employee's work shift.
- 7.4.3 Each day of illness shall require separate notification of absence to the employee's immediate supervisor or the Chief of Police, unless such absence is the result of predetermined absence (i.e. recovery from surgery, child birth, etc.).
- 7.4.4 Subject to the limitations and requirements set forth in State and/or Federal law, the City shall be permitted, at the discretion of the Chief, to require the employee to undergo a medical examination to verify the illness or injury. The employee shall be required to attend the examination at any facility or provider as determined by the Chief of Police. Such

attendance will occur while the employee is in paid status. Any expenses related to such an examination shall be paid by the City. A copy of the examination report and conclusions of the doctor shall be provided to the Association's legal counsel and the City's legal counsel at the same time it is provided to the City.

7.4.5 A vacation schedule shall be posted by December 1st of each year.

(a) By shift, starting with the most senior employee, each employee shall have twenty four (24) hours to select vacation time, in a block not to exceed seven (7) vacation days. Bargaining unit employees will be allowed to make one (1) selection of a block vacation on the first round as outlined above, and again on the second round.

(b) After the first and second rounds of seniority vacation bidding, vacation will be selected on a first-come-first-serve basis.

(c) The final seniority vacation bidding list shall be submitted to the Chief for review no later than December 15th of each calendar year. The Chief shall review the vacation seniority bid list and upon approval, by the Chief, the vacation seniority bid list shall be posted by the Chief, by no later than December 22nd, for all employees.

(d) If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the Chief shall make a determination as to which employees are permitted their annual vacation leave.

(e) Once seniority bid vacation selections have been submitted to the Chief for approval, changes in the seniority bid vacation selection will not be allowed even if an employee's seniority bid vacation has been denied by the Chief.

7.5 Coordination of Disability Benefits. PTO leave time taken for illness or injury disability will be integrated with health and welfare provisions, or the State Workmen's temporary disability compensation schedule of benefits, so that the sum of the PTO leave allowance hereunder and the previously referenced health and welfare plans or State disability plans, shall not exceed one hundred percent (100%) of the regular daily rate at straight time for any one (1) day. Any portion of the PTO leave pay allowance not received by the employee by reason of such reduction shall be retained in the employee's accumulated PTO leave account. Any leave hereunder for more than ninety (90) days is subject to approval by the Chief.

- 7.6 Jury Duty. Employees are entitled to utilize the PTO leave bank for purposes of jury duty. The employee must provide the Chief with a copy of the jury duty summons or telephone notification as soon as possible after receipt of the notification or summons. Upon completion of jury duty, the employee is required to provide the Chief with proof of jury service. Payment provided by the courts during the period of paid jury duty leave must be paid over to the City, excluding expense reimbursements such as mileage.
- 7.7 Employees will receive their regular daily salary when testifying in court in connection with and as a result of the performance of their regular duties as a City employee, provided that their salary will be reduced by any compensation they receive for being a witness, unless the employee promptly remits the same to the City.
- 7.8 An employee subpoenaed to court to testify in actions not related to, or in connection with, or as a result of the performance of their regular duties as a City employee, shall be allowed time off for the period they serve as a witness; provided, however, that such time off will be charged to the employee as PTO leave time.
- 7.9 Parental Leave. Employees may use their PTO leave to care for any child under the age of eighteen (18) who is a natural off-spring or adopted child of the employee or spouse who is under the employee's legal guardianship, legal custody, or foster care, who has a health condition that requires treatment or supervision. As defined in Washington Administrative Code 296-130-020 (6):
1. Any medical condition requiring medication that the child cannot self-medicate.
 2. Any medical or mental health condition which would endanger the child's safety or recovery without the presence of parents or guardians; or
 3. Any condition warranting preventive health care such as physical, dental, optical or immunization services when a parent must be present. All other provisions of this Article are fully applicable to leave taken under this condition.
- 7.10 Abuse of PTO for sick leave, falsification, or misrepresentation of an illness shall be cause for disciplinary action up to and including termination.
- 7.11 Maternity Leave. PTO leave may be used for maternity leave(s), in which case the employee will be paid to the extent of the PTO leave used. Maternity leave may thereafter be granted without pay, provided, however, the length of the leave may be suggested by the employee's Health Care Provider (HCP). The Employer reserves the right to require a second medical opinion at the Employer's expense. The Employer may grant such leave for up to twelve (12) consecutive calendar months.

- 7.12 Personal/Bereavement Leave. A bargaining unit employee may use PTO leave for purposes of bereavement, funeral attendance, or emergencies for immediate family members.

Immediate family is defined as employee's spouse, includes registered domestic partner, son, daughter (including in-laws), brother, sister (includes in-laws), parents and parents-in-law, grandparents and grandchildren or any family relationship as established in City Resolution 7-08.

ARTICLE 8 - HEALTH AND WELFARE

- 8.1 The Employer will provide health insurance coverage which consists of major medical, dental, and vision to employees and their dependents, at the same level as non-bargaining unit employees. If the Employer determines that all full-time City employees shall contribute towards the premium for coverage, the employees represented by the Association shall contribute the same amount towards the premiums by an automatic pre-tax payroll deduction. For the term of this Agreement, employees in this bargaining unit shall contribute towards the premiums for major medical, dental and vision coverage by an automatic pre-tax payroll deduction on the same basis (formula or percentage) as the other full-time City employees. The calculations shall be determined by the City and provided in writing to the Association President or his designee.
- 8.2 The Employer reserves the right to alter, change and/or modify the medical, dental and vision plans, programs, and coverages during the term of this Agreement. The Employer agrees to provide the Association President or his designee ninety (90) days' written notice of any such changes prior to implementing changes to the insurance coverage in Section 8.1. The Association, but not any individual member, shall be granted the opportunity to negotiate the impacts and/or effects of staying with the current plan, accepting the new plan or introducing an alternative plan from the same provider or a different provider at that time, provided the employer shall not be required to pay any amount greater than the contribution for each non-bargaining unit employee should the Association select one of these options, unless the parties agree otherwise through bargaining or interest arbitration.
- 8.3 If the insurance company or companies providing the above-referenced benefits notifies the Employer of changes in the premium structure and/or benefit levels, then and in that event, the City shall provide written notice of such changes and information to the Association President or his designee as set forth in Section 8.2 above. The Association, but not any individual member, shall be granted the opportunity to negotiate the effects of accepting the new plan, fee or structure or introducing an alternative plan from the same provider or a different provider at that time. However, effects bargaining between the parties shall not preclude the City from implementing a change if the City believes it has a business necessity to do so.

- 8.4 The Association will indemnify and hold the Employer harmless from any and all claims made and against any and all suits instituted by the Association against an insurance carrier regarding a disagreement with carrier(s) relating to a claim and/or coverage for an Association-represented employee.
- 8.5 The Association and/or an employee shall not use the contract grievance procedure for resolution of the denial of pre-approval and/or claims involving the City's health insurance provider(s) / carrier(s).

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.1 Grievance Defined. For the purposes of this Agreement, a grievance is defined as a dispute about the meaning or interpretation of a particular clause of this Agreement or about an alleged violation of the Agreement.
- 9.2 Grievance Adjustment Steps. Grievances shall be processed within ten (10) calendar days of the date on which the grievance occurred or when the employee reasonably should have known about the occurrence thereof in the following manner:

Step 1: An employee and/or the Association shall discuss the grievance with the employee's immediate supervisor outside of the bargaining unit. The employee may meet with or without an Association representative and shall document the meeting with a memorandum signed by the employee and the supervisor. The supervisor shall respond to the grievance as quickly as possible, but not later than ten (10) days after the grievance is first discussed. If the supervisor fails to timely respond, the grievant has the right to move the grievance to Step 2 no more than ten (10) days after the supervisor's response was due.

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

Step 3: If, within ten (10) days from receipt of the Chief of Police's reply, the grievance remains unadjusted, the grievance

may be submitted to the City Manager. The City Manager may meet with the aggrieved party, the Personnel Director, the Chief of Police, the employee's immediate supervisor, and the Association representative, and shall respond within ten (10) days of the meeting, with a copy to the Association.

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

- 9.3 Arbitration. After the grievance has been so submitted, the parties will attempt to mutually agree on an arbitrator within fifteen (15) days of submission. If the parties are unable to agree then either party may request from the Washington Public Employment Relations Commission (PERC) a list of nine (9) arbitrators. The parties shall select an arbitrator from the list by alternatively striking a name, with the first strike being determined by lot. The final name left on the list shall be the arbitrator. The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, add to or detract from the terms of the contract. The arbitrator shall not have the authority to award punitive damages. The arbitrator's decision shall be within the scope and terms of the contract and in writing including detailed findings and conclusions, together with an explanation of the reasoning utilized in making the decision. The arbitrator shall be asked to submit his or her decision within thirty (30) days of the date of the hearing.
- 9.4 Grievance Administration Issues. Each party shall be responsible for paying the costs of presenting its own case in arbitration, including the payment of the party's own attorney fees, any non-employee witnesses and expert witnesses. If the City wants to assess the Association for costs associated with production of materials related to the case at issue, such costs shall be collaboratively discussed. The costs of the arbitrator and hearing room shall be borne by each party paying fifty percent (50%) of any and all arbitrator fees, costs, etc. If mutually agreed prior to arbitration, the cost of a court reporter, if any, shall be paid in accordance with the bar/court reporting guidelines, with each party sharing fifty percent (50%) of the court reporter's fees and the cost of a transcript for the arbitrator, and each party bearing its own expenses for its copy of the record. Days shall be counted as calendar days.
- 9.5 Time Limits. Failure of an employee and/or Association to submit a grievance in accordance with the time limits listed above and failure of the employee and/or Association to timely pursue a grievance to the next step shall constitute abandonment and dismissal of the grievance. This does not preclude the parties from extending the grievance time limits by mutual agreement.

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

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

ARTICLE 10 - CONTRACTING OUT

- 10.1 The Employer may transfer, contract, or subcontract the work performed by members of the bargaining unit for reasons of economy, efficiency of operation and/or reorganization, in accordance with the terms of this Agreement.

10.1.1 Before transferring, contracting or subcontracting any work as referred to above, the Employer shall first give the Association at least ninety (90) calendar days' written notice and offer to meet and negotiate about the effects during the ninety (90)-calendar day period. The Association shall identify effects of a mandatory nature within twenty (20) calendar days of the Employer's written notice. If the parties are unable to reach agreement regarding the mandatory effects within the ninety (90)-calendar day period, the Employer is free to implement the decision, but the Association may elect to continue pursuing its rights to address the effects of the Employer's decision.

10.1.2 The Employer's written notice and offer to negotiate shall not alter the Employer's right to transfer, contract or subcontract work.

10.1.3 In the event of a bona fide emergency, the Employer will provide reasonable notice (written if practical) to the Association President or his designee and an opportunity to discuss based on the emergency circumstances. If the parties are unable to reach an agreement within a brief period of time, the Employer is free to implement its decision and effects.

- 10.2 If the Employer determines that such a transfer, contracting out or subcontracting out of police services shall occur, subject to the provisions of this Article, the Employer may implement its decision. However, if the Association identifies mandatory effects and/or impacts of such decision, which need to be bargained, there will be a continuing obligation to bargain so long as such bargaining process does not exceed ninety (90) calendar days. An alternative resolution may be reached by the parties based upon effects bargaining or as a result of the procedures set forth in Chapter 41.56, RCW.
- 10.3 Such transfer, contracting out or subcontracting out of work will be consistent with any state statutory provisions other than Chapter 41.56, RCW, if any exist, which address such transfer, contracting out or subcontracting out. Currently there are statutes for firefighters in an annexation or merger situation in RCW 52.04.121, 52.04.131, 52.06.110, 52.06.120 and RCW 52.06.130 but there are no similar statutes for the transfer, contracting out or subcontracting out of police services.

ARTICLE 11 - RESERVE OFFICERS

- 11.1 The City currently has a limited number of reserve officers available to perform law enforcement duties. Reserve officers may not be utilized to replace existing regular officers who are available to work except in the event of an emergency. Reserve officers are not uniformed fully commissioned employees under the definitions of Chapter 41.56, RCW and as such shall not be eligible for interest arbitration for any purposes.
- 11.2 Paid Provisional Police Officers. Effective beginning in the month following signature by the last signing party to this Agreement the provisions below shall apply to Provisional Police Officers:

The City uses and will continue to use Provisional Police Officers to cover Police services and work when operational needs of the City and Police Department necessitate coverage by non-regular employee(s); in cases, as examples, such as manpower shortages and temporary fill-ins. This has occurred and will continue when regular full-time employees are attending the basic academy, during training of regular officers, shortages where regular full-time employees are on leaves due to illness, injuries, health conditions or other conditions, and circumstances where regular employees are not available to be utilized without creating unreasonable expense to the City, endangerment of employee's health and availability to perform regular functions, etc. In addition, Provisional Police Officers have been used to augment coverage during events such as parades, park events, etc. The provisions below shall not prevent the Employer from continuing its usage of Provisional Police Officer(s).

- (a) Association Membership. A Provisional Police Officer that receives pay from the City is a non-uniformed and non-fully commissioned employee of the City that will be represented by the Association. A Provisional Police Officer's rate of pay will be the entry-level step (3rd Class Probationary rate per hour) rate of pay for a Police Officer using the current Association salary schedule set forth in this Agreement. A Provisional Police Officer shall not receive any fringe benefits other than those that the Employer, in its sole discretion, chooses to provide to them. The City may discontinue the current practice of using Provisional Police Officers at any time.
- (b) Use of Force and Discipline. For purposes of potential discipline and use of force situations the process and procedural terms of Article 3 related to Discipline and Discharge shall apply to a Provisional Police Officer except that a Provisional Police Officer does not have just cause protection, and is an "at-will employee" who is not entitled to any recourse under the Grievance Procedure of this Agreement nor the Civil Service Commission.
- (c) A Provisional Police Officer does not accrue seniority. A Provisional Police Officer may work paid overtime jobs associated with the City only after the option to work paid overtime jobs has been offered to other employees except as indicated in the first paragraph above pertaining to operational needs and except in an emergency.
- (d) Effect of Labor Agreement. No terms of this Agreement applies to a Provisional Police Officer except those specifically listed in this Article.
- (e) Hours of Work Limitation. Paid hours of work for each individual Provisional Police Officer will be limited to six (6) months in any twelve (12) consecutive calendar months.
- (f) Appointment of Regular Employment. A change in status from "Provisional Police Officer" to "regular employee" will occur only based on an application and hiring process and is not a promotion or transfer.
- (g) Monthly Association dues for a paid Provisional Police Officer will be as determined by the Association. In no event will monthly dues for a paid Provisional Police Officer be more than sixty-six percent (66%) of the dues of a regular Association represented Police Officer. The amount of dues set by the Association for a paid Provisional Police Officer shall be provided to the City, in writing, by the Association; and such dues amount shall be deducted and paid to the Association in accordance with Article 2 of this Agreement.
- (h) Provisional Police Officers are not uniformed fully-commissioned employees under the definitions of Chapter 41.56, RCW and as such shall not be eligible for interest arbitration for any purposes.

ARTICLE 12 - NON-DISCRIMINATION

The Employer and the Association agree not to discriminate against any individual because of such individual's race, color, religion, sex, national origin, age, sexual orientation, mental, physical or sensory handicap except as allowed or provided by law.

ARTICLE 13 - LAYOFF AND RECALL

- 13.1 Notice of Layoff. If the City determines the need exists for a reduction in the workforce, written notice of not less than two (2) weeks shall be provided to the employees to be laid off. All seniority credit is lost after a break in service of eighteen (18) months. Employees shall not accrue seniority or any other benefits while on layoff.
- 13.2 Seniority. While the City reserves the right to determine positions to be eliminated, layoffs within each affected job classification shall be determined by the City on the basis of employee's seniority within the job classification. Employees within a series classification (i.e., Sergeant – Police Officer) shall be allowed to “bump” into the next lower classification. The employee's seniority in the different classification shall be determined by the date of their original appointment to that classification.
- 13.3 Recall. The names of employees laid off shall be placed on layoff lists by job classification and employees shall be recalled in order of their placement on the layoff list. An employee's position on the layoff list shall be based upon seniority by job classification. An employee's layoff status shall be changed to voluntary quit status if they have not been recalled within eighteen (18) months of their layoff date. Laid off employees shall have ten (10) calendar days from receipt of written notice in which to accept assignment and must report to work within twenty-one (21) calendar days from receipt of written notice. Notification of recall shall be by certified letter sent to the last address provided to the City by the employee. It is the responsibility of the employee on layoff status to keep the City informed as to changes of address. Return of the notice as undeliverable because the employee has moved without notifying the City shall constitute rejection of the recall and the employee's status will be changed to voluntary quit status.
- 13.4 Administration. No regular full-time employee shall be laid off while paid temporary, paid provisional and/or part-time employees are retained in the same job classification in which a layoff has been implemented by the City. No new employees shall be hired into job classifications from which employees have been laid off until the recall list has been exhausted. Employees outside the bargaining unit, who have not held a police bargaining unit job classification

position with the City, will not be permitted to "bump" into job classifications covered by this Agreement.

ARTICLE 14 - SENIORITY

- 14.1 "Seniority" as used in this Agreement is determined by the length of an employee's continuous service within the City of West Richland Police Department since his/her last date of hire, including total military time if drafted while employed by the City or any other authorized leave up to a maximum of one (1) year.
- 14.2 Upon request, the Employer will provide the Association with copies of the seniority list. Should more than one (1) employee have the same hire date, the individuals involved will determine seniority by use of their Civil Service Examination Ranking. Any controversy over the seniority standing of any employee on this list shall be handled as a grievance for settlement. Suspension without pay of greater than thirty (30) days will result in a revision to seniority time.
- 14.3 An employee shall lose all seniority, forfeit all rights and the Employer shall have no obligation to rehire said employee under the following conditions:
- (a) The employee voluntarily leaves the service of the Employer, or
 - (b) The employee is discharged for just cause, or
 - (c) The employee is discharged during the probationary period, or
 - (d) The employee is laid off for a period in excess of eighteen (18) consecutive calendar months.
- 14.4 An employee who is promoted shall be considered probationary at that position for a period not to exceed six (6) consecutive calendar months from the date such promotion occurs. If the promoted employee changes his/her mind about the promotion within six (6) consecutive calendar months, the employee shall revert to his/her former position without prejudice.
- 14.5 Seniority shall be a factor in filing job assignments within the Department provided the individual is otherwise qualified based on training, experience, performance and ability as determined by the Employer.
- 14.6 Length of Probationary Period for New Employees. A new employee hired from the regular Civil Service Testing list shall be on probation for a period of eighteen (18) months from his/her date of appointment. A new employee hired from the regular civil service testing list that has completed the Washington State Criminal

Justice Training Academy and is a certified Washington State Peace Officer shall be on probation for a period of twelve (12) months from his/her date of appointment. A new employee hired from the Civil Service Lateral testing list shall be on probation for a period of twelve (12) months from his/her date of appointment.

ARTICLE 15 - CLASSIFICATION AND WAGES

- 15.1 For Step 1, 2, 3 and 4, all officers may advance to the next higher classification as listed below upon completion of probation or one (1) full year at their present classification. The City shall publish annually a listing of salaries for each step.

Classification: Step 1 Probationary Third Class

Step 2 Third Class

Step 3 Second Class

Step 4 First Class

- 15.1.1 Advancement to Step 5 Senior First Class shall be per Section 15.2
below.

15.1.2 Advancement to Sergeant shall be per Section 15.3.

- 15.2 Senior First Class Officer will be paid five percent (5%) above the First Class Officer rate of pay. In order to be eligible for the Senior First Class Officer pay, an officer must have served full-time in the First Class Officer category for at least three (3) years and shall be subject to satisfactory performance evaluation before qualifying for Senior First Class Officer status. To maintain the senior status, the officer is required to have a yearly satisfactory performance evaluation based upon performance objectives established by the Chief as set forth in Section 15.4.

- 15.3 Officers may advance to the position of Sergeant as determined by the Chief.

- 15.4 The Chief will develop and implement the performance evaluation criteria with the input of each individual officer. A failure to meet established performance objectives could, at the discretion of the Mayor and Chief, be grounds for losing Senior First Class Officer or Sergeant status.

- 15.5 Wage Increase: Effective and retroactive to January 1, 2009, for all employees employed on or after the date of ratification of this Agreement by the Association, the pay plan in effect on December 31, 2008, shall be increased as set forth below; the pay plan in effect on June 30, 2009, shall be increased as set forth below; effective January 1, 2010, the pay plan in effect December 31, 2009, shall be increased as set forth below:

All fully-commissioned employees represented by the Association:

January 1, 2009, through June 30, 2009, two and one-half percent (2.5%)

July 1, 2009, through December 31, 2009, two and one-half percent (2.5 %). A wage appendix shall be attached to this Agreement showing the rates of pay for classifications listed in 15.1, 15.2 and 15.3 (attached hereto as Appendix A).

January 1, 2010, through December 31, 2010, reflect same COLA increase as City non-bargaining unit employees receive.

- 15.6 The Sergeant's base pay shall be twelve percent (12%) above the Senior First Class Officer base pay.
- 15.7 For the wage increase associated with January 1, 2011, which is the third year of this Agreement, the parties shall participate in bargaining a wage reopener beginning as of October 1, 2010, such wage reopener shall be bargained pursuant to RCW 41.56, et seq.
- 15.8 Out of Class Pay for Acting Sergeants. In the event that a Sergeant is out of the position for more than two (2) calendar weeks, the selection of an acting Sergeant will be made concurrent with section 15.8.1. If the officer performs substantially the full range of the Sergeant's duties the employee shall be compensated at the Sergeant's current pay scale for all time worked while in the assignment.
- 15.8.1 Officers shall be selected for out of class pay by their immediate supervisors and the selection shall be subject to approval by the Chief of Police. In order to be eligible for Out of Class Pay for Sergeants, an officer shall hold the pay class of Senior First Class Officer. Sergeants shall first utilize senior officers within their squad for these positions and shall only utilize less senior officers when the most senior officer has denied the position, has just cause, or is unavailable for reasons of absence.
- 15.9 Out of Class Pay for Acting Chief of Police. In the event that an officer performs substantially the full range for the Chief's duties for a period exceeding two (2) calendar weeks, the employee shall be compensated at the entry level of the Chief's pay scale for all time worked while in the assignment.
- 15.9.1 In order to be eligible for Out of Class Pay for Chief, an employee shall hold a minimum rank of Sergeant. The Chief shall first utilize rank and seniority as a determination for these positions and shall only utilize less senior sergeants when the most senior ranking Sergeant has denied the position, has just cause, or is unavailable for reasons of absence.

15.10 Patrol Training Officer (PTO) Compensation. Officers shall be selected and assigned as PTOs by the Chief of Police or his designee. Officers who have been selected and are actively serving as PTOs and are training a fully-commissioned regular officer shall receive one (1) hour of compensatory time for each day or portion of a day of actual training time.

15.11 Payroll Calculations. Employee payroll calculations shall be calculated in the following manner. The employee's established monthly salary, as set forth in the salary schedule (attached hereto as Appendix A), shall be multiplied by twelve (12) months in order to calculate the employee's base annual salary. Employees shall be paid on a bi-weekly basis so the base annual salary shall be divided by twenty six (26) annual pay periods in order to establish the bi-weekly base pay amount. See example (A) below:

Example (A): Assuming that the established monthly salary of Police Officer 3rd class is \$4,000 per month

\$4,000 per month x 12 months = \$48,000 base annual salary
\$48,000 base annual salary / 26 annual pay periods =
\$1846.15 bi-weekly base pay amount. This is the base pay amount, it is not the regular rate of pay amount.

The overtime rate shall be calculated by multiplying the established monthly salary by twelve (12) months in order to calculate the base annual salary. The base annual salary shall then be multiplied by any premium payments, if any, that must be included when calculating the employee's hourly regular rate of pay. This shall result in the regular rate annual salary.

The regular rate annual salary shall be divided by two thousand eighty (2080) hours in order to calculate the regular hourly rate of pay. The regular hourly rate of pay shall be multiplied by one point five (1.5) in order to establish the regular overtime hourly rate of pay. See example (B) below:

Example (B): Assuming that the established monthly salary is \$4,000 per month

\$4,000 per month x 12 months = \$48,000 base annual salary
\$48,000 base annual salary x 1.05 (5% premium for K-9) =
\$50,400 as regular rate annual salary.
\$50,400 / 2080 hours = \$24.23 regular hourly rate of pay
\$24.23 regular hourly rate of pay x 1.5 = \$36.35 regular overtime hourly rate of pay.

The above formula utilizing two thousand eighty hours (2080) shall be utilized to calculate regular hourly rate of pay and the regular overtime hourly rate for all

employees regardless of shift schedule; eight (8), nine (9), ten (10) or twelve (12) hours.

The regular hourly rate of pay will be used for all payments, cash-out and reported amounts that are not based upon overtime. For example, an employee who cashes out one (1) hour of compensatory time will be paid for the one (1) hour of compensatory time based upon the employee's regular hourly rate of pay.

ARTICLE 16 - RULES AND REGULATIONS

- 16.1 The Employer reserves the right to implement personnel rules and regulations as well as departmental rules, regulations and/or directives as the Employer determines from time to time to be necessary for the efficient operation of the Police Department. Such policies, procedures, rules, regulations and/or directives shall not conflict with specific provisions of this Agreement.
- 16.2 If the terms and conditions of this agreement authorize the Employer to implement policies, procedures, rules, regulations and/or directives, or changes thereto as in management rights and other provisions, the Employer has the right to put such policies, procedures, rules, regulations and/or directives, or changes thereto in effect without bargaining about the decision and the effects. If the Employer is not authorized to do so and the topics relate to mandatory subjects of bargaining or have mandatory effects, then they shall be first bargained to resolution with the Association subject to the timeline below, except in the event of an emergency. Any bargaining under the terms of this Article will use a sixty (60) calendar days or less expedited and mediation bargaining process after which time, the Employer has the right to implement the changes and the Association has a right to move to interest arbitration. The parties agree that a PERC/Arbitrator decision under this Article shall have no more than four (4) months of adverse economic impact to the Employer.
- 16.3 Changes which are mandated by Washington State legislative action and/or Washington court decisions are only subject to effects bargaining and, if necessary, dispute resolution pursuant to section 16.2.

ARTICLE 17 – AMENDMENTS

This Contract shall not be amended in any way except through the written agreement of the parties hereto. Such amendments shall modify only those sections specifically identified in the written amendment, and only to the extent of the actual written amendment.

ARTICLE 18 – SAVINGS

This Contract shall be governed by the laws and Constitution of the State of Washington and the laws and Constitution of the United States of America. If any portion of this Contract shall be found to be in conflict with the law by a court having competent jurisdiction, that part of the Contract shall be null and void, but only to the extent it is found to be in conflict. All other parts of this Contract shall remain in full force and effect. The parties agree to immediately reopen negotiations on any part or portion of this Contract found to be null and void.

ARTICLE 19 - MANAGEMENT RIGHTS

19.1 Subject to the provisions of this Agreement, the Association recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority. All matters not expressly covered by the language of this Agreement or by state law, shall be administered for the duration of this Agreement by the Employer as the Employer from time to time may determine. Affairs of the Employer concerning such prerogative include, but are not limited to, the following matters:

- (a) The right to establish lawful work rules and procedures.
- (b) The right to schedule work and overtime work, and the methods and processes by which said work is to be performed in a manner most advantageous to the Employer and consistent with the requirements of the public interest.
- (c) The right to hire, transfer, suspend, discharge, layoff, recall, promote, or discipline employees as deemed necessary by the Employer as provided by this Agreement and/or provided by the General Rules and Regulations of the City of West Richland Civil Service Commission.
- (d) The right to determine the size and composition of the work force and to assign employees to work locations and shifts.
- (e) The right to determine what law enforcement duties shall be performed by various Police personnel.
- (f) The parties understand that incidental duties connected with operations, not enumerated in job descriptions, shall, nevertheless be performed by the employee when requested by a superior officer.
- (g) The right to take actions as may be necessary to carry out Employer's services in emergencies.

- 19.2 Nothing in this Agreement shall be interpreted to detract or circumscribe the trust and responsibilities placed in City officials inclusive of the Mayor, City Administrator and the Chief of Police, and the rights and obligations owed thereby to the electorate.
- 19.3 Past Practices. Past practices are binding on the Employer, except when the specific terms and conditions of this Agreement authorize the Employer to change past practices, such as in management rights and/or other provisions of this Agreement. If the terms of this Agreement specifically authorize the Employer to make changes in past practices, the Employer will provide thirty (30) calendar days' written notification to the Association and will provide the Association with an opportunity to discuss the Employer's proposed change to past practice. The written notification and opportunity to discuss the authorized change in past practice shall not be interpreted to require negotiations and shall not impede nor affect the Employer's right to proceed with implementation of the changes to past practice. If the terms and conditions of this Agreement do not authorize the Employer to change past practices, then the Employer will provide thirty (30) calendar days' written notice to the Association with the anticipated date of implementation and will bargain with the Association about the effects of such change(s). The timeframe for bargaining about changes in past practices shall not exceed sixty (60) calendar days. After sixty (60) calendar days of bargaining, the Employer may implement its proposed change(s), and the Association has the right to move to seek and use any appropriate dispute resolution process. The parties agree that any dispute resolution decision under this Section 19.3 shall have no more than four (4) months of adverse economic impact to the Employer.

ARTICLE 20 - NO STRIKE - NO LOCKOUT

- 20.1 Productivity. The employer and the Bargaining Unit shall work together to provide the public with efficient and courteous service; to encourage good attendance of employees; and to promote a work atmosphere of employee relations that will aid in achieving a high level of efficient and effective law enforcement within the community.
- 20.2 Neither the Association nor its agents, nor any employee(s) shall aid, cause, condone, authorize or participate in any strike or work stoppage, slow down or any other interference with the work and/or statutory functions and/or obligations of the Employer.
- 20.3 Employees who engage in any of the above-referenced activities shall not be entitled to any pay or fringe benefits during the period he/she is engaged in such activity. The Employer may discharge or discipline any employee who violates this Article.

- 20.4 The Employer agrees that there will be no lockouts except in the event the Association and/or the employees violate the terms of this Article.

ARTICLE 21 - OUTSIDE EMPLOYMENT

Employees may be restricted from engaging in outside employment if said employment creates the potential for a conflict of interest related to the actual exercise of the employee's police authority/police power, an actual conflict of interest, and/or any impediments to the employee's performance of his/her regular duties as determined by the Chief. Employees who are contemplating outside employment shall provide prior written notification to the Chief and said notification shall include sufficient information inclusive of the business involved, the work to be performed, the hours of work and the duration of the outside employment so that the Chief can make a determination.

ARTICLE 22 - PHYSICAL FITNESS INCENTIVE PROGRAM

- 22.1 Effective January 1, 2010, the current physical fitness incentive will be eliminated and the \$125 monthly incentive shall be added to the base salary of each employee.
- 22.2 The elimination of the physical fitness incentive program does not relieve officers from maintaining appropriate physical fitness levels for the performance of the varying and demanding roles of law enforcement work. The Chief of Police shall have the right to require any employee to attend a fitness for duty examination (FFDE) after providing the employee and the Association representative a written letter explaining the justification for such a request. Such letter shall include specific statements pertaining to the officer's inability to perform specific tasks, proclivity towards regular injury, poor appearance or professional image, complaints received by co-workers about an officer's fitness or risk, and/or other evidence pertaining to an officer's level of fitness or ability to perform the variety of law enforcement related tasks.
- 22.3 Employees shall be required to attend the FFDE through a physician as determined by the Chief of Police. Such examination shall occur in paid status for the employee. All costs associated with any such FFDE shall be the responsibility of the City and the Police Department.
- 22.4 Results of the FFDE Examination. The physician who performs the FFDE shall contemporaneously issue a written report to the Chief, the employee and the Association's designated legal counsel and the Employer's designated legal counsel. The physician's written report shall indicate whether the employee is fit or unfit for duty and the basis of the physician's opinion and conclusions. If the physician indicates the employee is fit for duty then the employee shall be returned to duty. If the physician concludes the employee is not fit for duty and

the employee's limitations cannot be reasonably accommodated by the Employer in terms of reasonable time and/or reasonable expense by the Employer, the employee may be non-disciplinary (Article 3) terminated by the City. If the physician concludes that the employee is not fit for duty and that a reasonable accommodation by the Employer, in terms of reasonable time and/or reasonable expense by the Employer, would likely remedy the "not fit for duty" conclusion from the physician, then the Employer will proceed with proposed accommodations subject to the Employer's reasonable budgetary and reasonable operational needs. If, after the accommodation, the employee continues to be "unfit for duty" then the employee may be non-disciplinary (Article 3) terminated by the City.

22.5 Second Opinion. If the employee and/or Association believe that the conclusions of the physician are in error, the employee and/or the Association may obtain a second FFDE examination by a qualified physician of the employee's and/or Association's choice, at the employee's and/or Association's expense. The results of this second opinion FFDE examination shall be provided to the employee, the Employer and the Association's designated legal counsel and the Employer's designated legal counsel under the same conditions as set forth in Section 22.4 above.

22.6 Medical Arbitration. If, after obtaining a second FFDE examination, the Employer or the Association wishes to challenge the assessment of the employee's fitness for duty, the Association or the Employer may submit the matter to medical arbitration. The two physicians shall initially consult to see if they can reach an agreement as to the fitness for duty of the employee. If the two physicians cannot agree, they shall mutually select a third qualified physician who shall conduct a third FFDE examination of the employee and review the reports prepared by the first two physicians. A determination of whether the employee is fit for duty shall be made by the third physician and that determination will be binding on all involved parties, subject to the findings being based on the facts, circumstances and medical evidence pertaining to the issues regarding the employee's fitness for duty. The expense of the third physician shall be split by the City and the Association.

ARTICLE 23 – CLOTHING ALLOWANCE

23.1 Effective February 13, 2009, clothing allowance for uniform purchase and maintenance will be five hundred dollars (\$500.00) per officer per year. Employees regularly serving in a plain clothes assignment shall receive an additional one hundred dollars (\$100.00) per year. Employees will receive their allowance payment on a separate check, by the second paycheck of January of each year except as provided below. As this amount is an allowance, it is taxable and no receipts from an employee shall be required by the City. This

allowance shall not be included in the base pay for overtime and retirement purposes.

23.1.1 The City will furnish to regular police officers one (1) duty pistol and rounds of duty pistol ammunition as determined to be necessary by the Chief. The City will provide duty rifle ammunition as determined to be necessary by the Chief. The Chief may, consistent with safety requirements, exchange unused rounds for new ammunition as determined by the Chief.

23.1.2 The City will furnish regular police officers with sufficient practice ammunition, as determined by the Chief, to engage in practice and qualification shoots in accordance with the Chief's determination.

23.2 The City will provide patches, chevrons, badges etc. The attachment of these items upon an officer's uniform will be the responsibility of the officer, subject to the maintenance allowance.

23.3 Each new employee will be provided with two (2) short sleeve and two (2) long sleeve class B shirts, four (4) class B pants, one (1) long sleeve class A shirt and one (1) class A pants, one (1) pair of department issued boots, one (1) multilayer police patrol jacket 511 or equivalent, one (1) duty belt, including keepers, under-belt, holster for firearm, holster for Tazer, two (2) cuff cases or one (1) double cuff case, flashlight holder, OC spray holder, cell phone holder, radio holder, two (2) magazine holders, one (1) Kevlar body armor (threat level II or better, the decision as to a threat level higher than II will be the employee's choice and the employee will pay the difference, unless the Chief decides that all vests will have a threat level of higher than II), and Department-issued firearm, all as determined by the Chief so long as the Chief's determination is reasonable.

23.4 Newly hired employees, who need to be basic certified by CJTC and who are sent to the CJTC Police Academy within four (4) months of their initial hire date, will be provided the clothing and equipment set forth above, and shall receive the annual clothing allowance set forth in Section 23.1 above at the start of the next fiscal year (January) regardless of their initial hiring date.

23.5 Newly hired lateral employees, shall be provided the clothing and equipment set forth above, and shall also receive the annual clothing allowance set forth in Section 23.1 above at the start of the next fiscal year (January) regardless of start date.

23.6 Equipment and/or clothing provided by the City, and equipment and/or clothing purchased by the employee, that is lost, stolen, destroyed, or damaged in the line-of-duty, without neglect on the part of the employee, will be replaced by the Employer within thirty (30) calendar days of a written request from an employee for such replacement.

- 23.7 Clothing and equipment provided by the employer shall be purchased and maintained in terms of reasonable wear and tear (not to include cleaning) on a reasonable basis. When the City determines it is necessary, the City agrees to update body armor, in accordance with the manufacturers' specifications and recommendations or in accordance with other authoritative information on the subject.
- 23.8 Wristwatches, prescription eye glasses, and contact lenses damaged in the line-of-duty, without negligence by the employee, shall be repaired or replaced by the City, subject to the maximum dollar limitations specified below; provided that such repair or replacement is not otherwise covered by other applicable City insurance policies. If the City repairs or replaces the item under this Section, monies received from other City insurance policies shall be turned over to the City to the extent of the City's cost.

Limitations:

Prescription eye glasses	\$150.00
Contact Lenses	\$ 50.00
Wristwatches	\$ 50.00

- 23.9 Upon initial hire only, the City will purchase one (1) pair of regulation boots, (employee's choice with a City expense limit of two hundred dollars (\$200)). After twenty-four (24) months of use of an employee's boots, depending upon the serviceability of the employee's boots, the employee will purchase a replacement pair of boots or repair their boots out of the clothing allowance.
- 23.10 Department authorized uniforms will be determined by the Chief of Police, from time to time. If a change in uniform is mandated and that change constitutes an additional expense to an employee, which cannot be covered through the annual clothing allowance set forth above, then the City will provide changed uniforms and/or equipment to the employee at the City's cost.

ARTICLE 24 – ASSOCIATION RIGHTS

- 24.1 Notifications. The Association shall keep the Employer informed of the names of its current Executive Board members. Upon written request from the Association President or his designee, the Employer shall furnish the Association President with a list of all active employees within the bargaining unit.

24.2 Release Time and Association Access.

24.2.1 Association representatives shall have reasonable access to City and Police Department offices, providing they do not interfere with or cause employees to neglect their work.

24.2.2 The Employer shall afford Association representatives a reasonable amount of time, while on duty, to consult with appropriate management officials concerning grievances, Collective Bargaining Agreement issues, and other PECBA matters.

24.2.3 The Employer shall afford Association representatives a reasonable amount of time, while on duty, to consult with aggrieved employees, provided that the Association representatives or the aggrieved employee contacts the appropriate supervisor to request the necessary time. Such requests shall be approved, provided the meeting can be conducted without unreasonably interfering with Police Department operations. On-duty consultations with aggrieved employees of more than thirty (30) minutes shall be approved by the Chief or his/her designee.

24.3 Bargaining Release Time. The Association's bargaining team shall be permitted to attend bargaining sessions with the Employer without loss of pay relative to securing contract renewal. The Association's bargaining team may include up to two (2) persons, not including the Association's spokesperson/legal counsel. All employee bargaining team members who would otherwise be in paid status during scheduled meetings shall be on paid release time, except that no overtime shall be payable for release time activities occurring outside the employee's regular scheduled work shift.

24.3.1 Employee bargaining team members attending on off-duty time may flex their schedule, request shift trades or use their accrued paid leave time as necessary to ensure adequate rest following or before their next scheduled shift. Any such arrangements are subject to approval by the Employer, provided such attendance and arrangement does not unreasonably interfere with Police Department operations.

24.4 Association Business.

24.4.1 Employees may request to use any accrued leave (paid or unpaid) to represent the Association at conferences. These leave requests shall be reviewed consistent with procedures and criteria for other leaves of absence and approved or denied at the discretion of the Chief or his/her designee.

- 24.4.2 Association officers requesting paid or unpaid leave pursuant to this Section shall submit a written request for such leave to the Chief or his/her designee as far in advance as practical.
- 24.4.3 Except as provided in this Agreement, Association business shall be conducted on the employee's own time.
- 24.5 Upon request, the Employer shall provide hard copies and/or electronic copies of this Agreement to each Association represented employee.
- 24.6 Use of Employer Resources.
- 24.6.1 The Employer agrees to furnish and maintain suitable bulletin boards in general work areas of the Police Department as agreed upon by the Employer and the Association. These bulletin boards may be used by the Association. The Association shall limit its posting of notices and bulletins to such bulletin boards. Any postings must be professional in nature and content.
- 24.6.2 The Association may use City communications resources (telephone, voice mail, E-Mail, mail distribution, bulletin boards) for communications that relate to the Association's business relationship with the City. The Association may use other City resources for communications that relate to the Association's business relationship with the City only in an emergency or upon approval of the Chief or his/her designee.
- 24.7 The Association shall provide reasonable notice to the Chief in writing of Association meetings, indicating the date, time and place of such meetings. Attendance of Association members while on duty shall be allowed provided such attendance can be scheduled without unreasonably interfering with the Police Department's operations. On-duty Association members attending Association meetings shall be subject to call.
- 24.8 The Employer and the Association agree to create an open communication procedure for the purpose of mutual problem-solving, planning and initiating discussions regarding matters of general concern to employees of the Police Department as opposed to grievances. The work of the parties under the communications procedure shall in no way add to, subtract from, alter or amend the Collective Bargaining Agreement unless such agreement is reduced to writing and signed by authorized representatives of the Association, the Chief, and the City. Settlement of formal grievances shall likewise be accomplished in writing and signed by authorized representatives of the Association, the Chief and the City. Either the Association or the Employer may initiate discussions on subjects of a general nature affecting the employees of the Police Department. The coordinators of the communications procedure will be the Association President (or his/her designee) and the Chief or his/her designee. The make-up

of the committee shall be determined at the time the parties agree to initiate discussions regarding a particular subject or matter.

ARTICLE 25 - TERM OF AGREEMENT AND TERMINATION

25.1 This Agreement shall be in full force and effect from January 1, 2009, until December 31, 2011. Contract language changes shall be effective prospectively or as otherwise indicated in the express terms of the Agreement. Either party may, upon ninety (90) calendar days notice prior to the date of expiration, give notice to terminate or amend to the other party. In the event only notice to amend is given, the Agreement shall remain in effect while the parties negotiate agreement subject to the provisions of Section 25.2.

25.2 Negotiations for revisions to the subsequent Collective Bargaining Agreement will take place in accordance with the following schedule; provided, however, said schedule may be revised by mutual agreement of the parties:

The Association and the Employer agree to meet for preliminary discussions regarding bargaining during the month of April; and

The parties shall establish collective bargaining sessions to commence thereafter on a mutually acceptable basis; and

If the parties are unable to reach a mutually acceptable Collective Bargaining Agreement through normal bargaining sessions, then and in that event, either party may proceed to mediation and impasse resolution pursuant to the Public Employment Relations Commission rules and regulations.

IN WITNESS WHEREOF, the parties have executed this Agreement as evidenced herein below.

CITY OF WEST RICHLAND

WEST RICHLAND POLICE OFFICERS ASSOCIATION



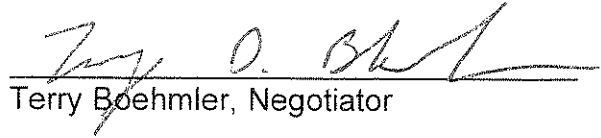
Mayor: Donna Noski

Date: 3/17/10



Jared Kelly, Negotiator

Date: 03-17-10

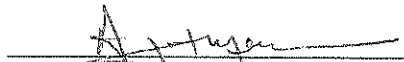


Terry Boehmler, Negotiator

Date: 3-17-2010

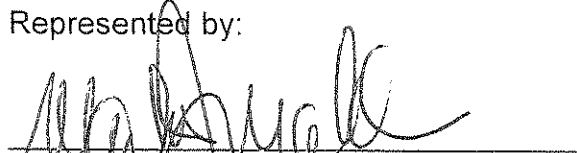
Represented by:

Represented by:



Anthony F. Menke
Management Attorney

Date: 3/10/2010



Mark J. Makler
Attorney for Association

Date: 03/15/10

APPENDIX A

West Richland Police Officers Association Salary Schedule

Effective January 1, 2009 (2.5% Increase)						
Step	Grade	Yearly	Monthly	Biweekly	Hourly	OT Hourly
1	Probationary Third Class	48,326.33	4,027.19	1,858.71	23.23	34.85
2	Third Class	50,484.86	4,207.07	1,941.73	24.27	36.41
3	Second Class	52,662.57	4,388.55	2,025.48	25.32	37.98
4	First Class	56,159.96	4,680.00	2,160.00	27.00	40.50
5	Senior First Class	58,968.05	4,914.00	2,268.00	28.35	42.53
	Sergeant	66,044.24	5,503.69	2,540.16	31.75	47.63

Effective July 1, 2009 (2.5% Increase)						
Step	Grade	Yearly	Monthly	Biweekly	Hourly	OT Hourly
1	Probationary Third Class	49,534.49	4,127.87	1,905.17	23.81	35.72
2	Third Class	51,746.98	4,312.25	1,990.27	24.88	37.32
3	Second Class	53,979.14	4,498.26	2,076.12	25.95	38.93
4	First Class	57,563.95	4,797.00	2,214.00	27.67	41.51
5	Senior First Class	60,442.25	5,036.85	2,324.70	29.06	43.59
	Sergeant	67,695.34	5,641.28	2,603.67	32.55	48.82

Effective January 1, 2010 (includes \$125/mo fitness incentive)						
Step	Grade	Yearly	Monthly	Biweekly	Hourly	OT Hourly
1	Probationary Third Class	51,034.49	4,252.87	1,962.86	24.54	36.80
2	Third Class	53,246.98	4,437.25	2,047.96	25.60	38.40
3	Second Class	55,479.14	4,623.26	2,133.81	26.67	40.01
4	First Class	59,063.95	4,922.00	2,271.69	28.40	42.59
5	Senior First Class	61,942.25	5,161.85	2,382.39	29.78	44.67
	Sergeant	69,195.34	5,766.28	2,661.36	33.27	49.90

APPENDIX B
Work Schedules

8-hr Schedule:

Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu							
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1
8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8

9-hr Schedule:

Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu							
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1
9	9	9	9	9	9	8		9	9	9	9	9	8		9	9	9	9	9	8		9	9	9	9	9	9	9	9	9

10-hr Schedules:

M	Tu	We	Th	Fr	Sa	Su	M	Tu	We	Th	Fr	Sa	Su	M	Tu	We	Th	Fr	Sa	Su										
10	10	10	10					10	10	10	10	10	10			10	10	10	10	10	10	10	10	10	10	10	10	10	10	
				10	10	10	10					10	10	10	10							10	10	10	10	10	10	10	10	10

12-hr Schedules:

M	Tu	We	Th	Fr	Sa	Su	M	Tu	We	Th	Fr	Sa	Su	M	Tu	We	Th	Fr	Sa	Su										
12	12			12	12	12			12	12	12	12	12			12	12	12	12	12	12	12	12	12	12	12	12	12	12	
		12	12				12	12						12	12							12	12	12	12	12	12	12	12	12