



CITY OF KIRKLAND
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MEMORANDUM

To: David Ramsay, City Manager
From: Bill Kenny, Human Resources Director
Date: February 12, 2008
Subject: Ratification of Police Support Staff Agreement 2007 -2009

RECOMMENDATION

Adopt the 2007-2009 Collective Bargaining Agreement between City of Kirkland and Kirkland Police Support Staff Staff.

BACKGROUND DISCUSSION:

On Feb 7, 2008, the City of Kirkland was advised that the members of the Kirkland Police Guild, representing the Police Support Staff, over-whelming voted for ratification of the 2007 – 2009 Collective Bargaining Agreement. This Agreement was the result of a very collaborative process between the City and the Guild.

Some highlights of the agreement are:

- Three year agreement (January 01, 2007 – December 31, 2009)
- An extensive salary survey review yielded market adjustments for most positions, market adjustments were applied using a 1% circle
- Effective January 1, 2007, 90 % COLA based on CPI (Seattle-Tacoma-Bremerton Index)
- Effective January 1, 2008, 95% COLA based on CPI (Seattle-Tacoma-Bremerton Index)
- Effective January 1, 2009, 100% COLA based on CPI (Seattle-Tacoma-Bremerton Index)
- Effective January 1, 2008 salary adjustments for Corrections Corporal and Police Support Supervisor
- Effective January 1, 2008 Corrections Officer – Evidence was reclassified to the position of Evidence Technician
- Medical Benefits program, remain consistent with other bargaining units

It is also noted that in this process, the Guild cooperated with the City in reviewing and revising the Agreement's format, outline and language to make it contemporary and similar to our other collective bargaining agreements.

Members of both Negotiations Teams deserve commendation for the expeditious and collaborative approach to this negotiations and the resultant Agreement.

Staff is pleased to recommend to City Council the ratification and adoption of this Agreement with the Kirkland Police Guild.

Attachment: 2007 – 2009 Agreement By and Between City of Kirkland and Kirkland Police Guild Support Staff.

2007-2009 Agreement

By and Between



CITY OF KIRKLAND

and

KIRKLAND POLICE GUILD
SUPPORT STAFF



2007 - 2009 Agreement
 By and Between
 City of Kirkland
 And
 Kirkland Police Officers' Guild
 Support Staff

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2007 - 2009 Agreement
By and Between
City of Kirkland
And
Kirkland Police Officers' Guild
Support Staff

PREAMBLE

This Agreement is made, by and between the City of Kirkland, hereinafter referred to as the "Employer" and the Kirkland Police Officers' Guild, hereinafter referred to as the "Guild,"

The purpose of the Employer and the Guild in entering into this agreement is to set forth their entire agreement with regard to wages, hours, and working conditions, so as to promote uninterrupted public service, efficient operations and harmonious relations, giving full recognition to the rights and responsibilities of the Employer and Employee.

ARTICLE 1 – DEFINITIONS

As used herein, the following terms shall be defined as follows:

"Bargaining Unit" or "Guild" shall mean all Employees represented by the Kirkland Police Officers' Guild for the classifications identified in Article 9 or new classifications as may be added consistent with Article 2.2.

"Department" shall mean the Kirkland Police Department.

"Department Head" shall mean the Chief of Police or designee.

"Employee" shall mean a person occupying a position and paid a salary or wage by the City of Kirkland who is a member of the Bargaining Unit covered by this Agreement, as defined by Article 5.2.

"Employer" or "City" shall mean the City of Kirkland.

"Health Care Provider's Statement" shall mean a written statement from a professional health care provider certifying an illness or injury, the date an Employee is anticipated as able to return to full duty or a recommendation of temporary duty with reasonable accommodation, and the Employee's ability to perform the required duties.

"Immediate family" shall be defined as persons related by blood, marriage, or legal adoption in the degree of relationship of grandparent, parent, wife, husband, brother, sister, child, grandchild,

domestic partner (as defined by Employer Policy), and other persons with the approval of the City Manager, or designee.

ARTICLE 2 – RECOGNITION

2.1 RECOGNITION

The employer recognizes the Guild as the sole and exclusive bargaining representative for all non-commissioned employees, excluding supervisory (except those specified in Article 9), confidential, and fully Commissioned Personnel of the employer.

2.2 NEW CLASSIFICATIONS

If new classifications are established by the Employer and added to the bargaining unit, if the duties of existing classifications are substantially changed, or if an Employee is appointed to a position substantially different than the Employee's classification, a proposed wage scale shall be assigned thereto, and the Employer shall forward the new or changed class and proposed wage to the Guild for review. The contract will then be subject to reopening for the sole purpose of negotiating a wage for the class, and only if so requested by the Guild.

If either party disagrees with the pay plan designation for a new or reclassified position, the parties recognize the determination of whether the position is included within the bargaining unit may be reviewed by PERC upon petition by either party or jointly. Should PERC determine the classification to be included in the bargaining unit, the position shall be placed within the Union salary schedule at the appropriate rate of pay and at a step arrived at by mutual agreement / negotiation. If the parties cannot reach agreement the matter will be sent to arbitration.

2.3 CONTRACT PROPOSALS

The Employer recognizes and agrees to discuss contract proposals with the members of the Guild's Executive Board or their designated representative(s) only. The Guild recognizes the City as the representative of the people of the City of Kirkland 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.

The Guild will promptly notify the Human Resource Director and the Chief of Police in writing of their designated representative(s).

ARTICLE 3 - GUILD SECURITY

3.1 MEMBERSHIP

The Employer recognizes that members of the Kirkland Police Department may, at their discretion, become members of the Guild. The Guild accepts its responsibility to fairly represent all Employees in the bargaining unit regardless of membership status.

3.2 DUES DEDUCTION

The Employer, when authorized and directed by a member of the Guild in writing upon an authorization form provided by the Employer to do so, shall deduct Guild dues from the wages of an Employee.

3.2.1 Payroll Deductions – Upon written authorization from an Employee within the bargaining unit, the Employer shall deduct from the wages of that Employee the sum certified as assessments and monthly dues of the Guild and shall forward such sum to the Guild. Should any Employee not have any monies due him/her or the amount of such monies is not sufficient to satisfy the assessments, no deduction shall be made for that Employee for that month.

3.2.2 An authorization for payroll deduction may be canceled upon written notice to the Employer and the Guild before the 15th day of the month in which the cancellation is to become effective, subject to the provisions of this article.

3.2.3 The Guild shall indemnify, defend, and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check-off of dues for the Guild. The Guild shall refund to the Employer any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

3.2.4 Any regular employee in a classification represented by the bargaining unit, who elects to not join the Guild within 30 calendar days, shall complete an authorization form and have deducted from their pay by the Employer, as a condition of employment, a monthly service fee in the amount of monthly dues to the Guild. This service fee shall be segregated by the Guild and used on a pro-rata basis solely to defray the cost for its services in negotiating and administering this agreement. A service fee deduction for an employee may be made only if the accrued earnings of the employee are sufficient to cover the service fee after all other authorized payroll deductions for the employee have been made. The Guild shall assume the liability for all check-off matters beyond the Employer responsibility to make deductions in accordance with this Article.

3.2.5 An employee who objects to membership in the Guild on the basis of religious tenets or teachings of a church or religious body of which such employee is a member shall inform the Employer and the Guild of the objection. The employee shall establish with the representatives of the Guild an arrangement for contributing to a non-religious charity an amount of money equivalent to regular Guild membership dues.

3.3 BARGAINING UNIT ROSTER

The Employer shall provide the Guild with a roster of employees covered by this Agreement on a monthly basis.

The Guild agrees to supply both the Chief and Human Resources with a current list of officers. The Employer will recognize the officers as soon as the list is received, in writing, by the Department and Human Resources.

3.4 NONDISCRIMINATION – UNION ACTIVITY

Neither party shall discriminate against any Employee or applicant for employment because of membership in or non-membership in or activity on behalf of the Guild.

ARTICLE 4 - GUILD/EMPLOYER RELATIONS

4.1 GUILD ACCESS

The Guild's authorized staff representatives shall have access to the Employer's premises where employees covered by this Agreement are working for the purpose of investigating grievances and contract compliance, after notifying the Employer. Access for other purposes shall not be unreasonably denied by the Employer. Such visits shall not interfere with or disturb employees in the performance of their work during working hours.

4.2 FACILITY USE

Guild meetings may be scheduled and held on City premises. The Chief of Police or designee's approval pursuant to this Section shall not be unreasonably withheld.

4.3 STEWARDS

The Guild will provide to the City names and contact numbers for all guild stewards and update the list on an annual basis unless changes occur more frequently. The Guild will notify the City no later than 5 calendar days from the selection of new Guild Stewards.

4.4 ORIENTATION

During the new employee orientation process, the Employer will notify the employee of the requirements of Article 3.1 and Guild contact information.

4.5 BULLETIN BOARDS

The City shall permit the reasonable and lawful use of bulletin boards by the Guild for the posting of notices relating to official Guild business.

4.6 CONTRACT DISTRIBUTION

The Guild will provide access to a copy of this Agreement to each new and current employee in the unit.

4.7 NEGOTIATIONS RELEASE TIME

The Employer shall endeavor to allow a minimum of three (3) members of the Guild's negotiation committee to attend negotiation sessions during on-duty time provided however, that operational necessities shall remain the priority and not more than two of the on-duty members shall be from any single division or workgroup, without prior authorization of the Chief or designee. Such members shall be designated by the Guild at least one (1) week in advance, where possible, and may include individuals assigned to other than day shift if the Employer determines that staffing on that shift is adequate, without the necessity of overtime (such individuals shall be considered to be transferred to day shift for the day on which the negotiations session is held).

4.8 GRIEVANCE RELEASE TIME

Prior to any proposed investigation of a grievance requiring any substantial use of on-duty time, stewards or officers shall provide notice to the Chief or designee.

4.9 GUILD BUSINESS

The Chief or designee shall endeavor to allow Guild Officials time off while conducting official “duty to represent” guild business on behalf of employees in the bargaining unit, including grievance resolution and arbitration, provided that:

- 4.9.1 They notify the Employer at least 48 hours prior to the time off, unless such notice is not reasonably possible;
- 4.9.2 The Employer is able to properly staff the Employees’ job duties during time off; and
- 4.9.3 The wage cost to the Employer is no greater than the cost that would have been incurred had the Guild Official not taken time off (i.e., no overtime expenses).

ARTICLE 5 – EMPLOYMENT

5.1 PROBATIONARY PERIODS

Newly hired Employees covered by this Agreement are subject to a twelve (12) month probationary period. A probationary Employee shall be considered “at will” until successful completion of probation.

Should the represented classification require an Academy certification, the twelve (12) month period will be in addition to the period necessary to complete the Academy.

Where an unavoidable delay occurs in securing an Academy slot for a newly hired Officer, the probationary period for that Officer shall be extended by the length of that delay, up to 90 calendar days. Should that delay be anticipated to go or in fact goes beyond 90 calendar days from the date of hire, notice to the Guild shall be provided and expeditious bargaining of the matter will occur, upon request.

5.2 TYPES OF EMPLOYMENT

5.2.1 Regular Full-Time Employees:

A regular full time employee is scheduled to work forty (40) hours per week in a regularly budgeted, on-going position. Regular Full-Time employees are eligible to receive the standard benefit package.

5.2.2 Regular Part-Time Employees:

A regular part-time employee typically is scheduled to work a minimum of twenty (20) hours per week but no more than forty (40) hours per week in a regularly budgeted, on-going position. Regular Part-Time employees are eligible to receive the standard benefit package, prorated to match the FTE percentage and adjusted by actual hours worked.

5.2.3 Temporary Employees:

A temporary employee is hired for a specific assignment that has a duration of employment and schedule that is anticipated to work one thousand and forty (1,040) hours or more in a twelve (12) month period.

A temporary employee is eligible for the standard benefits package, prorated to match the anticipated FTE percentage and adjusted by actual hours worked.

If a regular employee accepts an assignment of a temporary position, that employee will be eligible for return rights to their former position upon completion of the specific assignment or term of the temporary employment or upon twenty (20) calendar days notice from the Employer or 30 calendar days notice from the employee, whichever is earlier. Any new-hire employee who is hired to fill the vacancy, which was created by the regular employee accepting a temporary position, will also be hired as a temporary employee and that employee will cease to have employment rights upon the return of the regular employee to the former position.

Union membership will be required per Article 3 for represented classifications, per the terms of the Agreement. Regular employees moving to a temporary position, as above, will become or remain Union members, per the Agreement representing the temporary position.

After a temporary position is filled longer than two (2) years, the Employer will meet and discuss the status of the position with the Union. If or when the position is fully funded, a temporary employee may apply for that position.

Employees in temporary positions serve an anticipated but not guaranteed term. While a term of employment is anticipated, the assignment / project may be terminated at any time for any reason, with or without notice.

5.2.4 Seasonal Employees:

A seasonal employee works for a specific amount of time and is not anticipated to meet or exceed one thousand and forty (1,040) accumulated hours in a twelve (12) month period. A seasonal employee is not eligible to receive the benefits package.

If the one thousand and forty (1,040) hour limitation is met or exceeded in any one (1) type of employment within a twelve (12) month period, the employee will become eligible for the standard benefits package, consistent with current personnel rules. Benefits shall be prorated to match the FTE percentage, as determined by service to that point, and adjusted by actual hours worked. Union membership will then be required per Article 3 for represented classifications, per the terms of the Agreement.

5.2.5 On-Call / Extra Help Employees:

An on-call / extra help employee works in a limited, but on-going capacity. They do not have a specific end date. Their schedule may consist of an intermittent or varying schedule per week on an as needed basis, and are anticipated to work fewer than one thousand and forty (1,040) hours within a twelve (12) month period. They are not eligible for the benefits package.

If the one thousand and forty (1,040) hour limitation is met or exceeded in any one (1) type of employment within a twelve (12) month period, the employee will become eligible for the standard benefits package, consistent with current personnel rules. Benefits shall be prorated to match the FTE percentage, as determined by service to that point, and adjusted by actual hours worked. Union membership will then be required per Article 3 for represented classifications, per the terms of the Agreement.

5.3 CONTRACTORS

The Employer will make good faith efforts to limit bargaining unit work to employees covered by this Agreement. "Contractors" who are not employees of the Employer will be permitted to do bargaining unit work where both the need is occasional and temporary and when there are not regular staff either qualified or available to do such work.

5.4 STUDENTS/INTERNS/VOLUNTEERS

Student, volunteers and Internship programs may be created by the Employer provided such programs do not involve bargaining unit work. In the event the Employer seeks to have volunteers conduct bargaining unit work, it will provide notice to the Guild and, *upon request*, negotiate any such change.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

6.1 WORKDAY/WORKWEEK

The work week shall be composed of three (3) or more consecutive days on duty with two (2) or more consecutive days off duty and may consist of a combination of 8, 10, or 12 hour shifts. The working hours shall be equivalent to forty (40) hours per week on an annualized basis.

A regular full-time workweek shall consist of forty (40) hours of time actually worked or compensated within a seven (7) day period (typically Sunday 12:00 a.m. through Saturday 11:59 p.m.). Changes in work schedule, which may include changes in the schedule or total hours, shall be consistent with Article 6.2.

Emergency shift schedule changes -

6.1.1 The Chief of Police may temporarily adjust the existing shifts if an emergency event is deemed to hamper the effectiveness of the Police Department. Work performed outside of the employee's regular schedule for the first 72 hours will be compensated at time and one half. Once the emergency event is over, the Department will return to the previous bid upon schedule.

6.1.2 If Management makes non-emergency changes in the employee's work schedule, the employee shall be given at least fourteen (14) calendar days notice prior to the new schedule going into effect. This does not pertain to staff in training and probationary employees. The Guild retains the right to bargain the impacts of such decisions, including identification of the need and the anticipated duration of the new schedule. The parties agree that such changes shall be based upon operational need and not used as a

means to circumvent the shift bid process. The parties further agree that upon an end of the operational need necessitating the shift change, the employee shall return to the shift designated in the shift bid process.

6.2 SHIFT SCHEDULES

The schedule shall be determined by bidding based upon seniority such that in the event that more than one Employee bids for a shift, it shall be awarded to the Employee with the longest unbroken service in the job classification of the position being bid, provided, however that the Chief retains the right to balance the shifts for levels of experience in those classifications where multiple Employees in the same classification work any given shift. Bidding shall occur once a year in September for the following year.

6.2.1 Shift Openings: Within 2 weeks of an opening on a shift, existing Employees will be given an opportunity to bid for the opening.

If 2 or more Employees bid for the same opening, seniority shall prevail. Actual movement to the new vacancy will occur as staffing and operational needs allow.

6.2.2 An employee who voluntarily moves to a different shift upon a vacancy will need to resubmit any leave requests (vacation, holiday, comp, etc.) for leave which was previously approved, in the event there is a conflict with the previously approved leaves for that shift.

6.3 SHIFT TRADES

Shift Trades are a civil arrangement between employees. No compensatory time or overtime is payable in conjunction with a shift trade. Shift trades shall be allowed if a request is made by the employee and approved by the Lead or above of the employee's division prior to the shift trade. An Employee who agrees to a shift trade and is subsequently unable to work shall obtain another Employee to fill the position. If no relief can be obtained, an equal amount of vacation and/or holiday time will be charged for the shift traded time against him or her, and may be subject to progressive discipline. If the Employer must replace the individual on an overtime basis, an amount equal to 1 1/2 times vacation and/or holiday time will be charged against him or her. The Chief of Police or designee may waive this penalty. The Employer has no obligation to ensure or facilitate the repayment of shift trades between Employees.

6.3.1 Shift trades shall be allowed between "like positions" and are traded on a position for position basis. For purposes of this section, "like positions" shall be defined as those positions where the employee is performing the duties the City is currently compensating them for. Within a division where a trade may be outside "like positions" such as Communications Technician and Communications Lead, trades may be approved on a case by case basis by the Supervisor. In the case involving the Supervisor, the request for the trade must be made to command staff.

6.3.2 Shift trades may be allowed as long as the trade does not result in any negative economic impact to the City and does not result in undue interference with the operations of the City and the Police Department.

6.3.3 Shift trades are not intended to be used to routinely modify an employee's regularly assigned shift.

6.4 REST/MEAL BREAKS

For Employees on 8 and 10 hour shifts, a work day shall include at least a paid 30 minute lunch break and 2 fifteen minute breaks. For Employees on 12 hour shifts, a workday shall include at least 2 paid 30 minute breaks.

6.5 OVERTIME

All pre-approved work performed by (a) full-time employees in excess of the normal work day or on a day off, or (b) by regular part-time employees in excess of forty (40) hours in any workweek, shall constitute overtime and shall be paid for at one and one-half (1 ½) times the employee's straight time hourly rate. To the basic hourly rates, certain additional payments (per the FLSA) are included to calculate an employee's regular rate for overtime purposes.

Premium or overtime pay in this article shall not be duplicated or pyramided.

6.5.1 All overtime shall be compensated for in increments of 15 minutes with the major portion of 15 minutes being paid as 15 minutes.

6.5.2 Hourly rate of pay shall be determined by dividing the annual straight time hourly rate by 2080. To the basic hourly rates, certain additional payments (per the FLSA) are included to calculate an employee's regular rate for overtime purposes.

6.5.3 Overtime premium pay is not payable when caused by a change of shift according to present practice, or special assignment, such as out-of-city training.

6.5.4 Overtime compensation will be made on shifts worked during Daylight Savings Time changes.

6.5.5 Minimum Overtime – Call-Back, Court Appearances, BAC Hearings: In the event that overtime, which has been specifically pre-approved by command Personnel, is not an extension at the beginning or end of a normal shift, the Employee shall be paid at the rate of 1 1/2 times their straight time hourly rate for the actual time worked with a minimum of 3 hours, consistent with Article 10.2. Court hearings, as well as BAC hearings, shall be considered, upon notification, as specifically pre approved by command personnel. It will be mandatory for an Employee to respond to work if so directed by command personnel or the shift supervisor.

6.6 COMPENSATORY TIME

6.6.1 Compensatory time will be granted at the Employee's request, at the time of authorizing the overtime, in lieu of overtime pay. Absent employee request, overtime shall be paid rather than compensatory time granted.

Overtime shall be compensated or compensatory time awarded at the rate of one and one-half (1½) times the employee's regular rate of pay or in the case of Call-back a minimum of three (3) hours of overtime or compensatory time shall be granted.

Should an employee be ordered / "mandatoried" to work overtime, the employee may make an election within the pay period for either compensatory time to be awarded or for the overtime to be paid.

An employee may only accrue compensatory time up to a maximum balance of 60 hours.

6.6.2 Compensatory time, accrued in lieu of cash compensation for overtime hours worked, shall be paid out on an annual basis, on the first pay day following November 1st, for all hours earned through October 31st.

6.7 MINIMUM STAFFING

6.71 Minimum staffing in the Communications Center shall be designated as three (3) Communications Center personnel. Advanced scheduling of leave may be approved up to one person per shift, regardless of minimum staffing level(s). Additional personnel may be granted leave by supervisor or command staff approval. Minimum staffing shall include leads.

The Communications Supervisor or Lead shall make every attempt to ensure minimum staffing is maintained. However, minimum staffing levels may fall below the threshold for breaks and meal periods.

6.7.2 Minimum staffing for the Records Division between the hours of 9 a.m. to 3 p.m. shall be two (2).

ARTICLE 7 – EMPLOYMENT PRACTICES

7.1 NONDISCRIMINATION

The Guild and the Employer agree to provide equal opportunity as to the provisions of this Agreement to all their members and employees. Neither the Employer nor the Guild shall discriminate against any person on the basis of such person's race, sex, marital status, color, creed or religion, national origin, age, veteran status, sexual orientation or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification.

Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

7.2 JOB POSTING

When any position becomes vacant, the Employer will make every reasonable effort to fill it as soon as possible.

7.3 PROMOTIONS

When a new position is created or a vacancy occurs, the Employer shall select the most qualified candidate to fill the position, consistent with Article 8.2.1. At the discretion of the Employer, outside recruitment and selection may take place. When an employee applies and is not selected for a vacancy, he/she will receive notification.

7.4 JOB SHARE

No language.

7.5 PERSONNEL FILES

Personnel Files – The City Human Resources Division will retain the permanent personnel file. The Police Department shall maintain only one working personnel file for each employee.

Supervisory notes - This does not preclude a supervisor from maintaining notes regarding an employee's performance for purposes of formulating evaluation and performance appraisal or the department from maintaining separate computerized records relating to training, promotion, assignment, or similar data.

Information related to medical, psychological, background check information and grievance records shall be maintained in separate files.

Employees shall have access to their personnel file with reasonable frequency. Upon request, access shall be provided within a maximum of four (4) working days. Conditions of hiring, termination, change in status, shift, evaluations, commendations and disciplinary actions shall be in writing with a copy to the Employee prior to placement in their personnel file.

Upon receiving a request for all or part of a personnel file from any third party, the affected employee shall be notified of the request, and the information shall not be released for a period of three (3) business days from the time of said notification, except as part of an investigation being conducted by another law enforcement agency, the disclosure of which is necessary for effective law enforcement. Upon service of a court order or subpoena properly recorded and signed by a judge or magistrate demanding immediate release or as otherwise required by law, the employee shall be notified of the request and release will be made as required by law or as above. The City Attorney will advise the department in all matters pertaining to the release of information contained in a personnel file.

Employees shall have the right to provide a written response to any written evaluations or disciplinary actions to be included in the personnel file, which, together with the action, will be retained with the action in the personnel file.

Personnel Records Retention:

Records of disciplinary action may be retained in an employee's personnel file for a period of not more than five (5) years. After five years has elapsed, the employee may request in writing the removal of such records which shall be granted unless the employee's personnel record indicates a pattern of similar types of discipline, in which case, all such records may be retained until an additional period of two (2) years has elapsed, during which there has been no further

disciplinary action for the same or similar behavior. After two years has elapsed, the employee may request in writing removal of the record of disciplinary action.

Records retained in an employee's department personnel file longer than provided in this section shall not be admissible in any proceedings concerning disciplinary action, provided that the parties retain the right to introduce evidence regarding prior discipline of other employees for the purpose of establishing the consistency of non-consistency of discipline imposed in a case subject to a disciplinary appeal.

7.6 EVALUATIONS

The purpose of evaluation is to help an employee to be successful in performance and to understand the standards and goals of their position and their department. The evaluation will assess and focus on the employee's accomplishment of their job functions and the goals and standards of the position. Where the employee does not meet the above, a plan for correction, training or support should be developed with the employee.

Evaluation may occur in two forms:

7.6.1 All regular employees should be formally evaluated in writing by their immediate supervisor and/or department head or designee during the probationary or trial service period and at least annually (at date of hire or a common date) thereafter.

7.6.2 Additionally, evaluation of job performance may occur at any time and on an ongoing basis. Evaluation may occur in various ways and may include coaching, counseling or written assessment.

The evaluation process shall also include a review of the current job description.

Evaluation shall not, by itself, constitute disciplinary action – disciplinary action must be specifically identified as such, in writing, consistent with Article 7.8.

Employees will be given a copy of the evaluation. Employees will be required to sign the evaluation, acknowledging its receipt. Evaluations are not grievable, however, employees may elect to provide a written response to the evaluation, which will be retained with the evaluation in the employee's personnel file.

7.7 BILL OF RIGHTS

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

7.7.1 Employees shall be informed in writing, of the nature of the investigation, the right to request Guild representation, and whether they are a witness or a suspect, before any interview of the employee commences. In investigations other than criminal, this will include the name, address, and other information necessary to reasonably apprise them of the allegations of such complaint.

An employee who is identified as a suspect, shall be advised in writing a minimum of forty-eight (48) hours prior to the time of the interview, if the interviewer either knows or reasonably should know that the questioning concerns a matter that could lead to criminal charges or misconduct that could be grounds for termination. Employees who are given a forty-eight (48) hour notification may waive that delay by signing a written waiver form, provided that the employee either has Guild representation or waives the right to such representation in writing.

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

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

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

7.7.5 The employee shall not be subjected to any offensive language, nor shall he be threatened with dismissal, transfer, or other disciplinary punishment as a guise to attempt to obtain his resignation, nor shall they be intimidated in any other manner. No promises or rewards shall be made as an inducement to answer questions.

7.7.6 It shall be unlawful for the City to require any employee covered by this agreement to take or be subjected to any polygraph or any polygraph type of examination as the condition of continued or continuous employment or to avoid any threatened disciplinary action.

7.7.7 At the employee's request, the interview shall be recorded on tape. One copy shall be provided to the Guild representative or employee. There shall be no "off-the-record" questions. Within three (3) calendar days of the completion of the investigation, and no later than three (3) calendar days prior to a pre-disciplinary hearing, the employee shall be advised of the results of the investigation and the recommended disposition and shall be furnished a complete copy of the investigation report, provided that the Employer is not required to release statements made by persons requesting confidentiality where the

request was initiated by such persons and provided further that such confidential statements may not be relied upon to form the basis of discipline. All interviews shall be limited in scope to activities, circumstances, events, conduct or actions which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the employee about information which is developed during the course of the interview.

7.7.8 Use of Deadly Force Situations: When an employee, whether on or off duty, uses deadly force which results in the injury or death of a person, or discharges a firearm in which no injury occurs, the employee shall not be required to make a written or recorded statement for twenty-four (24) hours after the incident except that immediately following the incident the employee shall verbally report to a superior a brief summary of the incident and any information necessary to secure evidence, identify witnesses, or apprehend suspects. The affected employee may waive the requirement to wait twenty-four (24) hours. The department and the Guild shall mutually agree on designated peer support counselors.

7.7.9 Medical or Psychological Examinations: When there is probable cause to believe that an employee is medically or psychologically unfit to perform his/her duties, the employer may require the employee to undergo a medical or psychological examination in accordance with current standards established by the Washington Association of Sheriff's and Police Chiefs, the International Association of Chiefs of Police, the Americans with Disabilities Act, and other applicable State or Federal laws. Consultations with the City's Employee Assistance Program are not considered medical or psychological examinations.

7.8 DISCIPLINE/CORRECTIVE ACTION

No employee shall, by reason of his employment, be deprived of any rights or freedoms, which are afforded to other citizens of the United States by the State and Federal Constitutions and Washington law.

No employee shall be compelled by the City to give self-incriminating information, either verbal or written, during any criminal investigation when such investigation involves allegations against the employee nor in any internal investigation which could lead to a criminal charge against the employee. Any refusal by an employee to give self-incriminating information under these conditions will not result in the employee's termination, suspension, reprimand, transfer, or any other form of disciplinary action by the City.

The Employer agrees to act in good faith in the discipline, dismissal or demotion of any regular employee and any such discipline, dismissal or demotion shall be made only for just cause.

The parties recognize that just cause requires progressive discipline. Progressive discipline may include:

- oral reprimands, which will be documented;
- written reprimands;
- disciplinary transfer;

- suspension with or without pay;
- demotion; or
- discharge.

The intent of progressive discipline is to assist the employee with performance improvement or to correct misconduct. Progressive discipline shall not apply where the offense requires more serious discipline in the first instance. Both the sequencing and the steps of progressive discipline are determined on a case-by-case basis, given the nature of the problem.

All disciplinary actions shall be clearly identified as such in writing. The employee will be requested to sign the disciplinary action. The employee's signature thereon shall not be construed as admission of guilt or concurrence with the discipline. Employees shall have the right to provide a written response to any written disciplinary action to be included in the personnel file, which, together with the action, will be retained in the personnel file, for so long as the disciplinary action is retained.

A copy of all disciplinary notices shall be provided to the employee before such material is placed in their personnel file. Employees disciplined or discharged shall be entitled to utilize the grievance procedure. If, as a result of the grievance procedure utilization, just cause is not shown, personnel records shall be cleared of reference to the incident, which gave rise to the grievance.

The Employer will notify the Guild in writing within three (3) working days after any notice of discharge. The failure to provide such notice shall not affect such discharge but will extend the period within which the affected employee may file a grievance.

The Employer recognizes the right of an employee who reasonably believes that an investigatory interview with a supervisor may result in discipline to request the presence of a Guild representative at such an interview. Upon request, the employee shall be afforded a Guild representative. The Employer will delay the interview for a reasonable period of time in order to allow a Guild representative an opportunity to attend. If a Guild representative is not available or delay is not reasonable, the employee may request the presence of a bargaining unit witness. (Weingarten rights)

Employees shall also have a right to a notice and a determination meeting prior to any disciplinary action (except oral reprimands). The Employer must provide a notice and statement in writing to the employee identifying the performance violations or misconduct alleged, a copy of the investigative file as per Article 7.7.7, and a finding of fact and the reasons for the proposed action. The employee shall be given an opportunity to respond to the charges in a meeting with the Employer, and shall have the right to Guild representation during that meeting, upon request. (Loudermill rights)

The Employer shall endeavor to correct employee errors or misjudgments in private, with appropriate Guild representation if requested by the employee.

Discipline shall be subject to the grievance procedure in this Agreement as to whether or not such action as to any post-probationary employee was for just cause.

ARTICLE 8 – SENIORITY

8.1 DEFINITIONS

Seniority shall be established upon appointment to a regular or temporary, full-time or part-time budgeted position within the bargaining unit.

Bargaining Unit Seniority: the total length of continuous calendar-based service with the Employer and in the bargaining unit.

Employer Seniority: the total length of continuous calendar-based service with the Employer.

Classification Seniority: the total length of continuous calendar-based service within a position and employment type represented by the bargaining unit. Classification seniority shall include all time at a higher ranked classification, for which the employee does not have continuing job rights.

Consistent with Article 14.5, the Employer shall adjust the employee's anniversary date to reflect any period of unpaid leave of thirty (30) continuous days or more. Seniority shall continue to accrue and the employee's anniversary date shall not be adjusted for periods of legally protected leave, such as FMLA, L&I or military leave adjusted for periods of up to six (6) months (or as otherwise required by USERRA).

No seniority shall be established while an employee is employed in a seasonal or on-call position.

8.2 APPLICATION OF SENIORITY

In the event of reassignment, transfer, layoff, or recall, seniority shall be the determining factor where employees are equally qualified to do the job.

Seniority shall be applied in the following manner:

8.2.1 Postings / promotions

In regard to job postings, promotion and reassignment, "qualifications" and/or "ability" will be the primary consideration, with seniority determinative where employees are equally qualified. Qualifications will include the minimum qualifications of education, training and experience as set forth in the job description, as well as the job performance, ability, employment record and contribution to the needs of the department

8.2.2 Layoffs

Total classification seniority shall determine who is to be laid off within the selected classification (affected group). The least senior regular employee(s) within the classification shall be the affected employee(s). In the event of two employees having the same classification seniority, bargaining unit seniority shall be determinative. In the event of two employees having the same bargaining unit seniority, Employer seniority shall be determinative.

8.2.3 Bumping

As to bumping, the employee's "competence" and the ability to adequately perform the unique functions of the job assignment will be the primary consideration, applied in accordance with seniority. Competence / Ability to adequately perform will be defined as the immediate, clear and full performance on the job, with a minimal period of orientation and no material reduction in the efficiency of the operation or services, as determined by the Employer.

8.2.4 Recall

Seniority shall be determinative in the identification of which employee is to be recalled, when there are more than one who is qualified and/or have previously performed a position. In the event that an employee is being recalled to a new position, the employee's qualification and the ability to adequately perform the unique functions of the job assignment will be the primary consideration, applied in accordance with seniority, consistent with Article 8.2.3.

8.3 PROBATIONARY PERIOD

Upon successful completion of the probationary period, the Employer seniority of the employee shall be established as the initial date of hire including the service during the probationary period. Department seniority shall then be based on continuous service with the department.

8.4 LOSS OF SENIORITY

An employee will lose seniority rights by and/or upon:

8.4.1 Resignation.

8.4.2 Discharge.

8.4.3 Retirement.

8.4.4 Layoff / Recall list of more than fourteen (14) consecutive months, consistent with Article 8.15.

8.4.5 Medical Reinstatement / Recall list of more than twenty-four (24) consecutive months, consistent with Article 8.15.

8.4.6 Failure to respond to an offer of recall to former or comparable employment.

Employees who are re-employed following the loss of their seniority, shall be deemed a newly-hired employee for all purposes under this Agreement, except if an employee is recalled consistent with Article 8.15 and the time-lines therein, they shall regain the seniority that they had as of their last date of employment.

8.5 LAYOFFS

A layoff is identified as the anticipated and on-going or prolonged reduction in the number of full-time equivalent (FTE) positions or in the number of partial FTEs within the Employer or

within a job classification covered by this Agreement. A reduction in force in classification may occur for reasons of lack of funds, lack of work, efficiency or reorganization. Reductions in force are identified by classification within the affected department.

Total Classification seniority shall determine who is to be laid off within the selected classification. Bumping rights are determined by bargaining unit seniority, consistent with Article 8.2.

For purposes of this article, layoff is further identified as any reduction in hours which results in a regular position being less than their budgeted FTE.

8.6 NOTICE

The Guild shall be notified of all proposed layoffs and of positions to which laid off employees may be eligible to bump through the attachment of a current seniority list.

Employees affected / being laid off shall be given written notice of such layoff thirty (30) calendar days prior to the layoff if possible. In no event shall written notice of layoff be less than fourteen (14) calendar days. If the Employer does not provide fourteen (14) calendar days written notice, the employer shall compensate the employee at his or her normal rate of pay for the time between the last day of work and fourteen (14) calendar from the date the employee receives the notice of layoff, in addition to any other compensation due the employee.

The employee shall inform the Employer within five (5) working days of the receipt of the notice of layoff of their intention to exercise bumping rights. When all bumping rights have been acted upon, or when someone has chosen not to act on their bumping right, the employee least senior or the employee choosing not to bump shall be the person laid off. Only one thirty (30) day notice of layoff is required, irrespective of the number of bumps.

An employee desiring to exercise bumping rights must do so by delivering written notice to the Employer within five (5) working days of receipt of notice of layoff. The written notice must state the proposed position to be bumped and contain a statement of the employee's qualifications for that position. Within five (5) working days of receipt of the employee's notice to exercise the bumping rights, the Employer shall communicate the decision to the employee as to whether the employee meets the qualifications for the position the employee has chosen to bump.

8.7 MEETING WITH GUILD

The Guild shall also be notified in writing of any reduction in hours proposed by the Employer, including the purpose, scope, and duration of the proposed reduction.

Upon the Guild's request, the Employer and the Guild shall meet promptly during the first two (2) weeks of the notice period identified in Article 8.6 to discuss the reasons and the time-lines for the layoff and to review any suggestions concerning possible alternatives to layoff. Guild concerns shall be considered by the Employer prior to implementation of any reduction in hours. This procedure shall not preclude the Employer from providing notice to employees or requesting volunteers to take leaves of absence without pay, provided the Employer notifies the Guild of the proposed request.

8.8 AFFECTED GROUP

The following procedure shall apply to any layoff:

8.8.1 Affected employees

The Employer shall first determine by job classification the number of employees or FTEs to be affected by the layoff. The employee(s) holding such FTEs, which are subject to layoff, shall be the “affected employee(s).”

The least senior employee within the affected job classification shall be selected for layoff, consistent with Article 8.2.2. The exception would be only when the Employer determines that the position requires unique qualifications and abilities necessary to perform the specialized and required functions of that position, which would then become an overriding factor.

In cases where seniority within a job classification is equal, bargaining unit seniority will be the determining factor. In the event this is also equal, Employer seniority will control. If all of the seniorities are equal, then Management shall make the final decision based on performance and job skills.

8.8.2 Volunteers

Simultaneous with implementing the provisions of the layoff procedure, the Employer may first seek, by a five (5) working day posting process, volunteers for layoff or voluntary resignation from among those employees who work within the same job classification as the affected employees. If there are more volunteers than affected employees, volunteers will be chosen by bargaining unit seniority. Employees who volunteer for layoff may opt for recall rights as described in this article at the time of layoff.

If there are no or insufficient volunteers within the affected job classification, the remaining affected employees who have received notice must choose promptly (within five (5) full working days of receipt of the Notice) among the layoff options set forth in Article 8.13.

8.8.3 Probationary Employees

If the number of volunteers is not sufficient to meet the announced number of necessary layoffs, and if the affected employee is an initial probationary employee, then that employee shall be laid off and is ineligible to select among layoff options.

8.9 VACANT POSITIONS

Positions will be filled in accordance with Article 8.2 and other sections of this Article.

Within the bargaining unit and the department, affected employees and employees on the recall list shall be given first opportunity for vacant bargaining unit positions for which they are qualified prior to outside hiring by the Employer, consistent with Article 8.13.1. Within other

departments affected employees will be given consideration for vacant positions for which they are qualified.

8.10 SENIORITY LIST

The Employer shall update the seniority list and provide it to the Guild monthly, consistent with Article 3.3. If a layoff is announced, a current ranked seniority list including job classifications, names, job locations, and FTE or hours per week shall be provided to the Guild and posted in the affected department.

8.11 ORDER OF LAYOFF

The least senior employee (by classification seniority) within the affected job classification shall be selected for layoff. No regular employee shall be laid off while another employee in the same classification within the department is employed on a probationary basis.

8.12 COMPARABLE EMPLOYMENT

For purposes of this Article, “comparable employment,” “comparable position” or vacancy shall be defined to include a position which has the same salary pay range and, additionally, the educational and experience qualifications, FTE and work-week are substantially similar.

8.13 LAYOFF OPTIONS

Affected employees who have completed their probationary period shall have the following options:

8.13.1 Assume a Vacant Position

On a bargaining unit seniority basis, to assume a vacant position in the same department and bargaining unit, for which they are qualified. On a bargaining unit seniority basis, the employee shall also be considered for available job openings within the Employer for which the employee is qualified.

8.13.2 Bump

Laid off employees, including bumped employees, shall be allowed to bump less senior employees (by bargaining unit seniority) within their department in lower classifications and are still competent to perform the work of the classification.

Part-time regular employees shall have the option of remaining in the reduced position (if above the 20 hour threshold) or bumping to a lower classification, if competent as defined in Article 8.2.3. Competent shall mean having demonstrated skills and required experience to perform the job; and in case of disputes, the final decision shall be made by the Employer.

An employee who has bumped shall move to the highest step of the new range that does not exceed their current salary.

If there is no employee in the next lower classification who is less senior than the person scheduled for layoff, that person may look progressively to the next lower classification for such bumping rights.

The employee who is bumped by the affected employee shall have the same rights under this Article.

8.13.3 Recall

If the affected employee elects not to take a vacant position or elects not to bump, then that employee will be placed on the recall list and will be eligible for recall under Article 8.15.

Nothing contained in this layoff section shall be construed to require the Employer to modify its position and classification structure in order to accommodate bumping or other re-employment rights.

Employees bumping to another position shall retain their old anniversary date for purposes of step increases. Persons recalled to the same salary range shall be placed in their former step and time in step.

8.14 REDUCTION HOURS/FTE

An employee will not be subject to an involuntary reduction in their FTE (i.e. less than full-time) absent notice and negotiation of the matter with the Guild. If the reduction results in hours less than their budgeted FTE, it will be considered a layoff and the affected employee shall have either the right to bump or go onto the recall list.

8.15 RECALL

Any reference to recall rights and recall lists pertains to both those employees who are laid off or on medical reinstatement, as below:

An employee who has been laid off shall be entitled to recall rights for a period of fourteen (14) months from the effective date of their layoff.

An employee who is placed on the medical reinstatement list shall be entitled to recall rights for a period of twenty-four (24) months from the employee's last date of employment. Recall under this provision requires that the individual has been certified as fit for duty or fit for duty with reasonable accommodation by a medical health care provider statement. The department may, at its own expense, request a second opinion by another health care provider(s) or panel. Should the employee be certified as fit for duty, that employee shall then be considered as laid-off and the provisions of Article 8.17 shall apply. Should that certification occur during the last six (6) months of the twenty-four (24) month period, that employee shall be entitled to recall for a period of six (6) months from the date of that certification.

Employees recalled after the initial fourteen (14) month period shall be subject to the background check process.

If a vacancy occurs in a position, employees on the recall list shall be notified of such vacancies at the employee's address on file with the Human Resources Department. The vacancy will be filled, in accordance with seniority, among current employees and those on the recall list. If employees on the recall list elect not to accept an offer to return to work in the former or a

comparable position or fail to respond within seven (7) consecutive days of the offer of recall, they shall be considered to have terminated or abandoned their right to re-employment and relinquished all recall rights. If employees on the recall list elect not to accept an offer of a non-comparable position, they may retain their recall rights for the balance of their recall period.

As long as any employee remains on the recall list, the Employer shall not newly employ by hiring persons into the affected bargaining unit classification(s), within their department, until all qualified employees holding recall rights to that affected classification have been offered recall.

8.16 VACATION & LEAVE CASH OUTS/PAY

Upon separation of employment, an Employee shall be paid for all unused, earned vacation leave, holiday leave and compensatory time, to the extent of established maximums. Sick leave balances at the date of layoff shall be restored upon re-employment with the Employer from the recall list. No sick leave shall accrue during the period of time on the recall list / layoff.

8.17 UNEMPLOYMENT CLAIMS

If laid off employees apply for unemployment compensation benefits, the Employer will not contest the claim and will confirm that the employee was laid off.

ARTICLE 9 – WAGES

9.1 WAGE SCHEDULE

The monthly salaries for employees and classifications covered by this Agreement are located in Appendix A. The salary schedule reflects both the COLA and market adjustments agreed to by the parties for 2007.

9.1.1 COLA Adjustments

9.1.1.1 Effective January 01, 2007, the monthly rates of pay shall be increased by ninety percent (90%) of the percentage increase in the Seattle-Tacoma-Bremerton Area Consumer Price Index – June to June - (no minimum and no maximum). The Index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). This results in an application to the salary schedule of 4.16 % (four and sixteen one-hundredths percent).

9.1.1.2 Effective January 01, 2008, the monthly rates of pay shall be increased by ninety-five percent (95%) of the percentage increase in the Seattle-Tacoma-Bremerton Area Consumer Price Index - June to June - (no minimum and no maximum). The Index used shall be CPI-W. This results in an application to the salary schedule of 3.14 % (three and four one-hundredths percent).

9.1.1.3 Effective January 01, 2009, the monthly rates of pay shall be increased by one hundred (100%) of the percentage increase in the Seattle-Tacoma-Bremerton Area Consumer Price Index -June to June - (no minimum and no maximum). The Index used shall be CPI-W.

For all retroactive amounts, the Employer shall, within thirty days of signature of this Agreement, make all appropriate salary adjustments for the next regular pay period.

9.1.1 2007 Salary Schedule:

2007 Salary Schedule: Job Title	Step A (0-6m)	Step B (7-12m)	Step C (13-24m)	Step D (25-36m)	Step E (37-48m)	Step F (49-60m)	Step G (61m +)
Comm Technician Supervisor	4,634	5,134	5,263	5,375	5,546	5,710	5,881
Police Analyst	4,345	4,475	4,600	4,854	5,115	5,267	5,424
Family/Youth Advocate	3,967	4,085	4,199	4,432	4,670	4,808	4,952
Lead Comm Technician					4,499	4,633	4,771
Lead Records Technician					4,307	4,435	4,567
Admin Assistant	3,658	3,768	3,873	4,087	4,307	4,435	4,567
Comm Technician	3,298	3,737	3,845	3,945	4,097	4,219	4,345
Relief Comm Technician	3,298	3,737	3,845	3,945	4,097	4,219	4,345
Corrections Officer	3,480	3,585	3,685	3,889	4,097	4,219	4,345
Corrections Officer - Evidence	3,363	3,464	3,561	3,758	3,960	4,077	4,199
Police Support Associate	3,174	3,269	3,360	3,546	3,736	3,847	3,962
Admin Support Associate	3,077	3,170	3,258	3,439	3,623	3,731	3,842
Parking Enforcement Officer	2,939	3,027	3,111	3,284	3,460	3,563	3,669

9.1.2 2008 Salary Schedule:

2008 Salary Schedule Job Title	Step A (0-6m)	Step B (7-12m)	Step C (13-24m)	Step D (25-36m)	Step E (37-48m)	Step F (49-60m)	Step G (61m +)
Comm Technician Supervisor	4,942	5,475	5,613	5,733	5,914	6,090	6,272
Police Analyst	4,481	4,615	4,744	5,007	5,275	5,432	5,594
Family/Youth Advocate	4,091	4,213	4,331	4,571	4,816	4,959	5,107
Corrections Corporal	3,942	4,060	4,173	4,404	4,641	4,778	4,921
Lead Comm Technician					4,641	4,778	4,921
Police Support Supervisor					4,442	4,574	4,711
Admin Assistant	3,774	3,887	3,995	4,216	4,442	4,574	4,711
Comm Technician	3,401	3,854	3,966	4,069	4,226	4,351	4,481
Relief Comm Technician	3,401	3,854	3,966	4,069	4,226	4,351	4,481
Corrections Officer	3,589	3,697	3,800	4,010	4,226	4,351	4,481
Evidence Technician	3,469	3,573	3,673	3,876	4,084	4,205	4,331
Police Support Associate	3,274	3,372	3,466	3,658	3,854	3,968	4,087
Admin Support Associate	3,174	3,269	3,361	3,547	3,737	3,848	3,963
Parking Enforcement Officer	3,031	3,122	3,209	3,387	3,568	3,674	3,784

9.2 HIRE-IN RATES

Lateral Entry: Typically, upon hire an Employee will start at Step A of the salary range and progress through the steps according to the time in service as noted in the salary schedule. However, for some situations, such as an applicant possessing extraordinary qualifications or for certain positions that are significantly “market driven” the Chief of Police may elect to take a more competitive salary posture. In those instances, the Chief of Police may approve a starting salary up to Step D of the salary range. A hiring offer above Step D shall require justification to the Human Resources Manager and approval by the City Manager.

9.3 SPECIALTY PAY

9.3.1 An accreditation premium of 1% shall be paid on the paycheck of the 23rd of the month. The premium pay shall be pro-rated for any portion of a month worked.

9.3.2 Field Training Officer: State Certified Field Training Officers shall receive 1/2 hours of overtime for each day engaged in active training.

9.4 LONGEVITY

Longevity shall be paid based on the following schedule:

8 to 11 years of service -	1.5%
12 to 15 years of service -	3.0%
16 to 19 years of service -	4.5%,
20 or more years of service –	6.0%

9.5 OUT OF CLASS PAY

Out of Class: In the event an Employee works in a higher classification than that to which they are regularly assigned, the Employee shall be paid at the equivalent pay step of the higher classification for the period worked, provided such work exceeds 2 hours or more during a workday. This Article shall not apply to on-the-job training under the direction of an instructor/trainer or maintenance of proficiency.

9.6 SHIFT DIFFERENTIAL

No language

ARTICLE 10 – OTHER COMPENSATION

10.1 STANDBY PAY

Employees specifically pre-approved by command personnel to be ready reserve for a specific period of time shall be paid at the overtime rate for actual time worked. Standby shall not be subject to a three-hour minimum.

10.2 CALL-BACK PAY

All employees will respond to call-outs unless extenuating circumstances such as illness or other incapacitation prevent the employee from responding.

Full-time employees who are called back to work after leaving the job site shall receive a minimum of three (3) hours' pay at the overtime rate.

10.3 MILEAGE REIMBURSEMENT

All bargaining unit employees who are required to use their own vehicles for Employer business shall be reimbursed at the mileage rate set by the current policy for all miles driven on such business.

10.4 CLOTHING AND EQUIPMENT

The Employer shall continue to provide necessary uniforms and equipment. In addition, the Employer agrees to replace or repair equipment or clothing belonging to the Employee which is damaged in the line of duty, including watches up to \$75.00 in value. Equipment or clothing shall be construed to mean items owned by the Employee which are required to perform their duties. To be considered for repair or replacement, equipment or clothing damaged in the line of duty must be submitted to the officer in charge of that shift on the day of occurrence. A written report must also be submitted with the damaged items.

10.4.1 Uniform Cleaning: The Employer shall provide for the cleaning of uniforms for Employees.

10.4.2 Corrections Officers and Parking Enforcement Officers will be provided with a choice of standard issue uniform footwear by the Employer from the City's designated vendor. Footwear will be replaced a maximum of once per calendar year.

ARTICLE 11 – HOLIDAYS

11.1 HOLIDAYS

Regular Employees shall be granted the following holidays and other such days as the City Council may fix, without a reduction in pay. Other types of employment shall receive the following holidays, consistent with Article 5.2:

- | | | |
|-----|------------------------|-----------------------------|
| 1. | New Year's Day | January 1 |
| 2. | Martin Luther King Day | Third Monday in January |
| 3. | President's Day | Third Monday in February |
| 4. | Memorial Day | Last Monday in May |
| 5. | Independence Day | July 4 |
| 6. | Labor Day | First Monday in September |
| 7. | Veteran's Day | November 11 |
| 8. | Thanksgiving Day | Fourth Thursday in November |
| 9. | Day after Thanksgiving | Fourth Friday in November |
| 10. | Christmas Day | December 25 |
| 11. | One Floating Holiday | At Employee's choice |
| 12. | One Floating Holiday | At Employee's choice |

Support Staff Employees working 8 hours shifts shall be granted 96 hours in lieu of the above holidays. Support Staff Employees working 10 and 12 hour shifts amounting to a 40 hour week shall be granted 120 hours in lieu of the above holidays. Holiday hours must be used within 12 months of the holiday hours earned. Employees assigned to work within the communications center and corrections facility shall accrue all hours granted to them on January 1st of each year, subject to the requirement that an employee within one of these work groups shall pay back any unused hours for holidays that have yet to occur in a given year should they separate from employment prior to the end of the calendar year. A conversion will be done of the holiday hours should an employee move from one shift to another.

Holiday Time will be approved by the supervisor, with the approval of the Lieutenant, at a time of the Employee's choice that will not cause undue interference with the operations of the City and Police Department. An Employee desiring to claim accrued holiday leave must first procure the approval of their respective supervisor and Lieutenant, and such request shall be approved or denied within 7 days of the request. Leave requests must be written, signed, dated, and submitted to the Employee's supervisor. Leave requests shall be considered on a first-come, first-served basis, provided that requests for leave ending more than 12 months following the

date of submission will not be considered. Minimum staffing in the Communications Center for each shift shall be consistent with Article 6.7.

Non-essential personnel covered by this agreement shall be permitted to go to zero staffing after 12:00 p.m. on Christmas Eve under this article.

Communications Technicians who are scheduled to work on the above holidays as their normal shift shall report to work unless a prior request for time off has been submitted and approved.

All other Support Staff personnel shall observe the above holidays unless authorization to work is obtained from or required by the Employee's Supervisor.

Once scheduled, the City will strive to avoid cancellation of holiday leave except in cases of emergencies.

11.2 HOLIDAY ELIGIBILITY

An employee must be employed for six (6) consecutive months in order to be eligible for their floating holiday. In selecting the Floating Holiday, the employee's choice will be granted, provided that prior approval is given by the immediate supervisor or the Division Commander. The Floating Holiday must be taken during the calendar year, or entitlement to the day will be forfeited.

11.3 HOLIDAY OBSERVANCE

Employees will observe the Holiday on the day the City observes the respective Holiday. Provided however, employees eligible to receive banked holiday hours, will observe the holiday on a regularly scheduled work day mutually agreeable to the employee and the employer.

11.4 HOLIDAY ON DAY OFF

When the Holiday falls upon the employee's day off, the Holiday shall be banked and used on a regularly scheduled workday mutually agreeable to the employee and the Employer.

11.5 HOLIDAY COMPENSATION

Employees who are assigned to work on Memorial Day, Thanksgiving, Martin Luther King Day, Veterans Day, or Christmas shall be eligible for compensatory time off or compensation at 1 1/2 times the Employee's hourly rate for the number of hours actually worked on the specified holiday.

Terms and conditions of this Article shall apply to New Years Day, Independence Day and Labor Day beginning in 2008 and Presidents Day in 2009.

11.5.1 An Employee, who gives 14 calendar days notice and terminates for any reason other than discharge for cause is entitled to compensation for all unused accrued holidays and shall be compensated for such days on the final paycheck. The time limit of the resignation may be waived at the discretion of the Chief of Police. Pay in lieu of unused holiday shall be forfeited if fourteen (14) calendar days written notice is not provided or waived.

ARTICLE 12 – VACATION

12.1 VACATION ACCRUAL

Each regular full-time Employee shall accrue vacation leave at the rate of 1/12 of annual vacation per month of service, based on the following schedule:

Years of Employment	Annual Vacation (Working Hours)
1st year of employment	104 hours
2 – 3 – 4 years	104 hours
5 – 6 – 7 years	128 hours
8 – 9 – 10 years	136 hours
11 – 12 – 13 years	144 hours
14 – 15 – 16 years	160 hours
17 – 18 – 19 years	176 hours
20th year and beyond	192 hours

The vacation schedule herein adopted shall be used in determination of vacation leave accrual as to each Employee commencing with his/her anniversary date.

Taking leave without pay in any month shall result in prorated vacation accruals for that month, calculated upon actual hours worked as a percentage of the total hours of the pay period.

Vacation leave shall not be accumulated in excess of two hundred eighty (280) hours within a calendar year without the express prior written authorization of the City Manager or his or her designee. No more than two hundred and forty (240) hours may be carried over from one calendar year to the next, except as provided in Article 12.1.1.

12.1.1 Requests to the City Manager or designee for exceptions shall be for a specific number of hours to be used for a specific purpose and to be taken by a specific date. Generally, the basis for requesting an exception would be that the employee requested to utilize the leave and their service and work requirements precluded the Employer from granting the leave at that time. Accrued unused vacation leave shall not, under any circumstance, exceed three hundred twenty (320) hours.

12.1.2 Any vacation leave accrued in excess of the above referenced maximums shall be forfeited and shall not form the basis of any severance pay or additional compensation. Upon termination of employment, no payment for vacation accumulation shall exceed two hundred forty (240) hours.

Vacation leave may not be taken during the first 6 months of employment.

12.2 VACATION SCHEDULING

Vacation will be approved by the Supervisor with the approval of the Lieutenant at a time of the Employee's choice that will not cause undue interference with the operations of the City and Police Department. An Employee desiring to claim accrued vacation leave must first procure the approval of their respective Supervisor and Lieutenant, and such request shall be approved or denied within 7 days of the request. Leave requests must be written, signed, dated, and

submitted to the Employee's Supervisor. Leave requests shall be considered on a first-come, first-served basis, provided that requests for leave ending more than 12 months following the date of submission will not be considered.

An employee who voluntarily moves to a different shift upon a vacancy, will need to resubmit Leave requests for that leave which was previously approved.

Once scheduled, the City will strive to avoid cancellation of vacation, except in cases of emergencies.

12.3 VACATION PAY

Vacation pay shall be the amount that the employee would have earned if the employee had worked their regular position during the vacation period.

If an authorized holiday occurs within an employee's vacation period, that day will be paid as a holiday and not deducted from the employee's vacation accruals. Employees cannot receive vacation, sick leave or holiday pay simultaneously for the same days.

12.4 VACATION UPON TERMINATION

Upon separation from Employer employment, employees who have six (6) or more consecutive months of employment shall receive pay in lieu of unused earned vacation leave, consistent with Article 12.1.

An Employee shall provide at least fourteen (14) calendar days written notice of his or her effective resignation date. The time limit of the resignation may be waived at the discretion of the Chief of Police. Pay in lieu of unused vacation shall be forfeited if fourteen (14) calendar days written notice is not provided or waived.

ARTICLE 13 - SICK LEAVE

13.1 SICK LEAVE ACCRUAL

Regular Employees' sick leave with pay shall accrue at the rate of 8 hours of leave for each full calendar month of the Employee's service, and any such leave accrued in any year shall be accumulative for succeeding years to a maximum of 960 hours.

Sick leave shall be available to employees after they have worked for a minimum of thirty (30) consecutive calendar days after the most recent date of hire. Consistent with the confidentiality provisions of the Americans with Disabilities Act, and upon good cause, a health care provider's statement may be required.

Upon appointment as a Corrections Officer or Parking Enforcement Officer, an Employee shall be credited with 96 hours of sick leave. If an Employee terminates before the unearned sick leave hours used are repaid, the unearned sick leave time will be deducted from the final paycheck.

For the positions of Corrections Officer and Parking Enforcement Officer, after the completion of the 1 year probationary period, the regular Employee's sick leave with pay shall accrue at the rate of 8 hours of leave for each full calendar month of the Employee's service, and any such leave shall be accumulative for succeeding years to a maximum of 960 hours.

Taking leave without pay in any month shall result in prorated sick leave accruals for that month, calculated upon the ratio of hours worked by the Employee in that month divided by 174 hours.

13.2 SICK LEAVE USAGE

Employees are expected to be on the job unless excused by Supervisor or Department Director because of illness. The Employer may make periodic reviews of individual attendance records. Excessive absenteeism or use of sick leave for purposes other than those provided for in this Agreement may result in disciplinary action or termination of the employee.

13.2.1 Sick leave shall be granted for the following reasons: Personal illness or physical incapacity which renders the employee unable to perform the duties of his or her position, care for or serious illness of immediate family, medical or dental appointments or as otherwise required by law or this Agreement.

13.2.2 Employees may be required to submit a statement from a professional health care provider certifying their illness or injury. A statement from the health care provider may also be required for certifying the date on which the Employee is able to return to work and his or her ability to perform the required duties. Excessive use, abuse, or inappropriate patterns shall result in the request for a professional health care statement.

13.2.3 Use of accrued sick leave is contingent upon the employee or someone on his or her behalf notifying his or her immediate supervisor of the need for absence as soon as possible and not later than two hours before prior to or within one hour of the regular start time each day (unless the inability to provide such notice is reasonably unavoidable).

In cases of hospitalization or extended illness, daily notice is not required, provided that the employee's supervisor is kept informed of the expected duration of absence and the date of return. For scheduled medical appointments or when sick leave use can be anticipated, the employee will give advance notice of not less than one week to his or her immediate supervisor, unless there are extenuating circumstances.

13.3 SHARED LEAVE

Shall be allowed consistent with City Shared Leave Policy.

13.4 COORDINATION – WORKERS' COMPENSATION

In the event an employee shall be entitled to benefits or payments under any program of disability insurance furnished by the Employer, Worker's Compensation Act or similar legislation by the State of Washington or other governmental unit, the Employer shall pay to the employee only the difference between the benefits and payments received under such insurance or act by such employee and the regular rate of compensation that he/she would have received from the Employer if able to work. In such event, the number of hours deducted from the employee's total accrued sick leave shall be the hourly equivalent of the Employer's payment.

The foregoing payment or contribution by the employer shall be limited to the period of time that such employee has accumulated sick leave credits as herein above specified.

13.5 FAMILY MEMBER

Sick leave may be utilized as above for illness in the immediate family requiring the employee's attendance.

Immediate Family shall mean persons related by blood, marriage, or legal adoption in the degree of relationship of grandparent, parent, wife, husband, brother, sister, child, grandchild, or domestic partner (as defined by Employer Policy) and other persons with the approval of the City Manager or designee.

ARTICLE 14 – LEAVES OF ABSENCE

14.1 IN GENERAL

Employer reserves the right to schedule leave requests at a time that will cause minimum interference with the operation and service needs of the Department.

Leave of absence requests shall not be unreasonably denied. All leaves are to be requested in writing as far in advance as possible.

As appropriate for the type of leave requested, paid leave accruals will be utilized prior to unpaid leave, unless otherwise provided for in this Agreement.

Leave does not accrue nor may it be used until the first day following the pay period in which it is earned (no "negative" leave use during the period in which it is earned).

14.2 JURY DUTY/COURT

An Employee who is required to serve on jury duty shall be authorized leave with pay, for such service, up to 2 weeks. Employees shall notify the Employer in writing, with documentation within 72 hours of being called. Jury duty pay received by the Employee while serving as a juror shall be turned over to the City. Travel from the Court shall be the sole property of the Employee.

14.3 MILITARY LEAVE

All regular employees shall be allowed military leave as required by RCW 38.40.060 and as interpreted by the Court. This provides for fifteen (15) working days of military leave per year (October 1 through September 30).

14.4 BEREAVEMENT

Bereavement Leave: Bereavement leave shall be granted to an Employee in an amount not to exceed 5 days upon the death of a member of the Employee's immediate family. This paid leave is not cumulative from year to year. Additional time off as may be required for travel or other circumstances may be granted if approved in advance by the Employer. Such additional time shall be deducted from an accrued leave of the Employee's choice.

14.5 MAINTENANCE OF SENIORITY

The Employer shall adjust the employee's anniversary date to reflect any period of unpaid leave of thirty (30) continuous days or more. Seniority shall continue to accrue and the employee's anniversary date shall not be adjusted for periods of legally protected leave, such as FMLA or military leave.

14.6 LEAVE WITHOUT PAY

Unpaid Leave of Absence shall be governed by existing City policies.

14.7 FAMILY LEAVE FMLA

Family Medical leave will be allowed consistent with State and Federal law and with existing City policies.

Under the terms of the Family and Medical Leave Act of 1993 (FMLA) and the state law, upon the completion of one (1) year of employment, any employee who has worked at least 1250 hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of leave per rolling year for the birth, adoption or placement of a foster child; to care for a spouse or immediate family member with a serious health condition; or when the employee is unable to work due to a serious health condition. For purposes of this Article, the definition of "immediate family" will be found in Article 13.5.

The Employer shall maintain the employee's health benefits during this leave. If the employee fails to return from leave for any reason other than the medical condition initially qualifying for the FMLA absence, the Employer may recover from the employee the insurance premiums paid during any period of unpaid leave.

If a leave qualifies under both federal and state law, the leave shall run concurrently. Ordinarily, the employee must provide thirty (30) days written advance notice to the Employer when the leave is foreseeable. The employee should report qualifying events as soon as known and practicable.

The combination of FMLA and other types of leave(s) is not precluded and, in fact, leave utilizations are to be concurrent, with the intent that appropriate paid accruals are to be utilized first, consistent with other Articles of this Agreement. The Employee may elect to retain up to forty (40) hours of sick leave and up to forty (40) hours of vacation (prorated by their FTE) for use upon return to work, consistent with the process identified in the personnel policy. Upon the employee's election, any accrued comp time may be utilized prior to any period of unpaid leave.

14.8 MATERNITY LEAVE

Consistent with WAC 162-30-020, the Employer will grant a leave of absence for a period of temporary disability because of pregnancy or childbirth. This may be in addition to the leave entitlements of FMLA.

This leave provides female employees with the right to a leave of absence equivalent to the disability phase of pregnancy and childbirth. There is no eligibility requirement, however the Employer has no obligation to pay for health insurance benefits while on this leave (unless utilized concurrent with FMLA).

Leave for temporary disability due to pregnancy or childbirth will be medically verifiable. There is no limit to the length of the disability phase, except for the right for medical verification and the right of second opinion at the employer's expense. At the end of the disability leave, the employee is entitled to return to the same job or a similar job of at least the same pay. Employees must use their accrued vacation and sick leave, if any, during the leave period and, at their election, any accrued comp time, consistent with the retention provision as provided in Article 14.7. Once this paid leave is exhausted, the employee's leave may be switched over to unpaid leave.

14.9 INCLEMENT WEATHER

Employee rights and responsibilities during severe weather and emergency or disaster conditions are covered by the current Inclement Weather Policy of the Employer. The goal shall be to continue to provide essential Employer services, consistent with public and employee safety and emergency operations priorities. Public Safety is critical to these essential services and the expectation is that employees will report to duty as scheduled.

ARTICLE 15 – HEALTH & WELFARE

15.1 MAINTENANCE OF BENEFITS

Medical and Dental Insurance - The Employer may self-insure medical and/or dental insurance coverage or select a new medical and/or dental insurance plan and shall make every possible effort to maintain substantially equivalent benefits. The Employer and the Guild shall meet to explore alternative insurance coverage prior to selecting any new medical and/or dental insurance plan in order to maintain substantially equivalent benefits at a reasonable cost. The Employer recognizes its responsibility to bargain with the Guild the impact of those decisions.

The Guild shall take part in and have an appointed representative on the Health and Welfare Benefits Committee. The purpose of the Committee is to monitor and evaluate the benefits costs and the plan designs. Among the items to be considered would be identification of options for retiree medical participation. The Benefit Committee representative shall have no authority to negotiate on behalf of the Guild any changes to be scheduled or content of benefit plans, any such changes shall be governed in accordance with Article 15.1 of this Agreement.

Participation in benefits shall be consistent with Article 5.2 of this Agreement and the trusts and Plans described below.

15.2 HEALTH AND LIFE INSURANCE

Medical Insurance - Effective January 1, 2007 the Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee coverage and one hundred percent (100%) of the premium necessary for the purchase of dependent coverage under the Association of Washington Cities Regence Medical Plan B or Group Health Plan 2 for each employee of the bargaining unit.

Dental and Vision - Effective January 1, 2007, the Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee coverage and one

hundred percent (100%) of the premium necessary for the purchase of dependent coverage under the Association of Washington Cities.

Life Insurance - the Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee term life insurance coverage that has a policy value of two (2) times the annual base rate of pay of the employee. The employee is responsible for any taxes associated with this benefit.

15.2.1 The City agrees to continue payment of the City portion of the premium for the spouse and eligible dependents medical and dental premiums for a period of twelve (12) calendar months following the death of an active Corrections or Parking Enforcement employee whose death is the direct result of injuries incurred in the line of duty. In the event the surviving spouse remarries within that twelve (12) month period, the City payment of premiums shall cease with payment of the premium for the month in which the marriage occurs. The parties agree this provision shall specifically not apply to presumptive illnesses, which cause the death of the officer.

15.3 FLEXIBLE SPENDING ACCOUNT – FSA

The Employer participates in a special program under the provisions of IRS Section 125. Employees may voluntarily elect to participate in the reimbursement program to pay medical or dependent care expenses with pre-tax dollars. The Employer makes no contribution, other than as identified in Article 9.8, makes no assurance of ongoing participation and assumes no liability for claims or benefits.

15.4 RETIREMENT

Pensions for employees and contributions to pension funds will be governed by applicable Washington State Statutes in relation thereto in existence during the contract period.

ARTICLE 16 – TRAINING

16.1 TRAINING

Employees may request scheduled training shift adjustments up to 30 days of the actual training date(s). Training adjustment time off must be pre-approved and scheduled without impacting shift minimums and/or incurring overtime expense to the Department.

Upon fourteen (14) calendar days advance notice by the Employer an Employee's shift may be modified for one or more weeks to 5 consecutive 8 hour days or 4 days at 10 hours for training.

Attendance at optional special training classes outside scheduled training hours shall not be compensated for unless specifically pre-approved by command staff.

Probationary employees who are in training may be transferred to their next duty assignment in accordance with Section 6.1.3

16.2 TRAINING REIMBURSEMENT

Compensation associated with training or representation of the Employer on official business shall be consistent with the current policy and the Fair Labor Standards Act (FLSA) and WAC 296-128-500. Reimbursement of associated costs shall be consistent with City Policy.

ARTICLE 17 - LABOR/MANAGEMENT COMMITTEES

17.1 PURPOSE AND COMPOSITION OF COMMITTEES

The Executive Employee Relations Committee shall meet as needed at the request of either party, provided that five (5) working days notice of the meeting is given to discuss and resolve issues of continuing importance to the Guild and/or Employer.

17.2 COMPENSATION

All meeting time spent by members of the joint Labor-Management Committee will be considered time worked if during duty hours and will be paid at the appropriate regular rate of pay.

ARTICLE 18 – HEALTH & SAFETY

18.1 SAFE WORKPLACE

The Employer is responsible for maintaining a safe and healthful workplace. The Employer shall comply with all federal, state, and local laws applicable to the safety and health of its employees.

Recognizing that danger is an inherent aspect of Public Safety work, Employees who have a reasonable basis for believing the assignment would constitute a danger to their health and safety, should report the concern. The employee shall immediately contact a supervisor who shall make a final determination with regard to safety. No directive shall be delayed pending such determination.

All on-the-job injuries, no matter how slight, must be reported. Employees must immediately notify their supervisor if they are unable to work because of a work-related injury or illness.

18.2 HEALTH & SAFETY PLAN

The Employer shall develop and follow written policies and procedures to deal with on-the-job safety and shall have effective safety and accident prevention plans in conformance with state (WAC 296-800) and federal laws.

18.3 DRUG FREE WORKPLACE

The City and the Guild agree to abide by the City of Kirkland Police Department Substance Abuse Policy that is attached as Appendix B.

18.4 WORK PLACE VIOLENCE

The employer is committed to employee health and safety. Workplace violence, including threats of violence by or against a City employee, will not be tolerated and should be

immediately reported whether or not physical injury occurs, except those in the course and performance of Public Safety duties.

ARTICLE 19 - GRIEVANCE PROCEDURE

19.1 GRIEVANCE DEFINED

A grievance means a claim or dispute by a grieved Employee or group of grieved employees, or the Guild Executive Board with respect to the interpretation or application of the provisions of this agreement.

In the event that a grieved Employee(s) or Guild Executive Board believes that the City is operating in violation of this Agreement, the grievant Employee or Guild Executive Board may notify his immediate supervisor. The parties will attempt to resolve this issue in a good faith manner. If a solution cannot be reached the employee may file an official grievance.

Reference to days in this Article shall refer to calendar days. Any extension of the grievance timeline may be requested based on extenuating circumstances and may be granted with agreement by both parties. The extension agreement shall be documented in writing and signed by both parties.

19.2 GRIEVANCE PROCEDURE

Notification: In the event that an employee believes that the City is operating in violation of this agreement, the employee may notify his immediate supervisor.

19.2.1 Filing Formal Grievance: Within fourteen (14) days after the employee first becomes aware or reasonably should have become aware of the violation, a written grievance shall be submitted to the Lieutenant. This notification must be signed by the employee and must state the issue, section of the agreement violated, facts giving rise to the grievance, and the remedy sought. This notification will be forwarded through the chain of command and will be designated as receipted, based on the date stamp of the authority designated at the appropriate step of the grievance.

19.2.3 Step 1: The Lieutenant shall respond in writing within fourteen (14) days. If the action taken by the Lieutenant corrects the alleged violation to the satisfaction of the presenting party, the grievance shall be deemed resolved. In the event the presenting party(s) do not feel the alleged violation has been corrected to their satisfaction, the presenting party(s) shall proceed to Step 2 within seven (7) days.

19.2.4 Step 2: The Captain shall respond in writing within fourteen (14) days of receipt and date stamp of the grievance. If the action taken by the Captain corrects the alleged violation to the satisfaction of the presenting party, the grievance shall be deemed resolved. In the event the presenting party(s) does not feel the alleged violation has been corrected to their satisfaction, the presenting party(s) shall proceed to Step 3 within seven (7) days.

19.2.5 Step 3: Upon receiving a written grievance from an employee or the Guild, the Chief of Police shall attempt to resolve the grievance within fourteen (14) days. If the Chief of Police is unable to resolve the grievance to the satisfaction of the presenting party(s), the grievance, together with all other pertinent materials, shall be presented to the City Manager, and the presenting party shall be notified in writing. In the event the presenting party(s) does not feel the alleged violation has been corrected to their satisfaction, notice may be given and the grievance shall proceed to Step 4 within seven (7) days.

19.2.6 Step 4: Upon receiving a written grievance, the City Manager or designee shall attempt to resolve it within thirty (30) days. If the grievance is not resolved by the City Manager or designee, the presenting party(s) will be notified in writing. In the event the Guild does not feel the alleged violation has been corrected to their satisfaction the grievance may, within thirty (30) calendar days, be referred to arbitration by the Guild.

19.2.7 Binding Arbitration: If agreement cannot be reached as to the arbitrator within fourteen (14) days of notice of the desire to proceed, the parties shall jointly request the American Arbitration Association to provide a panel of eleven (11) arbitrators from which the parties may select one. The representatives of the Employer and the Guild shall alternately eliminate the name of one person from the list until only one name remains. The person whose name was not eliminated shall be the arbitrator. 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 their decision based on the interpretation and application of the provisions of this agreement within thirty (30) days after such hearing. The decision shall not add to, modify, or delete any provision of the agreement; and it shall be final and binding upon both parties to the grievance provided the decision does not involve action by the Employer, which is beyond its jurisdiction. The expenses of the arbitration hearing shall be borne equally by the Employer and the Kirkland Police Officers Guild. Each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of producing such a record.

19.3 GUILD/EMPLOYER GRIEVANCE

Either the Guild or the Employer may initiate a grievance.

The Employer may not grieve the acts of individual employees, but rather, only orchestrated acts or actions of authorized representatives believed to be in conflict with this Agreement. An Employer grievance will not be subject to Arbitration and may only go to mediation upon mutual agreement.

The Guild may initiate a Grievance at Step 2 anytime that it involves a group of employees from different workgroups. Such grievances may be referred to mediation services by mutual agreement prior to Arbitration.

19.4 SCHEDULE OF MEETINGS

Consistent with Article 4.8, grievance investigations and meetings on duty time shall be subject to prior notice and approval. If authorization cannot be immediately granted, the Employer will arrange to allow investigation of the grievance at the earliest possible time.

ARTICLE 20 - NO STRIKE / NO LOCKOUT

20.1 NO STRIKE / NO LOCKOUT

It is understood and agreed that the services performed by City Employees included in this Agreement are essential to the public health, safety, and welfare. Therefore, the Employees agree that there shall be no strikes, slowdowns, or stoppage of work, or any interference with the efficient operation of the Police Department. Violation of this Article shall subject the Employee to discipline action or discharge.

ARTICLE 21 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

21.1 MANAGEMENT RIGHTS AND RESPONSIBILITIES

Any and all rights concerned with management and operation of the Department are exclusively that of the Employer unless otherwise provided by the terms of this agreement. The Employer has the authority to adopt rules for the operation of the Department, provided such rules are not in conflict with the provisions of this Agreement or with applicable law. The Employer has the right, among other actions, to discipline or discharge for cause, to assign duties customarily performed by Support Staff Employees, to determine the required number of personnel, to determine new work methods, to contract for goods and services, to determine the specific programs and services offered by the Employer and the methods, means and facilities by which they shall be effectuated; to determine the nature and qualifications of the work force, to introduce and assign the duties and equipment and to direct and evaluate the employees in the performance of their work assignments; to hire, promote, train, retain and layoff employees; and to perform all of the functions not otherwise expressly limited by this Agreement or other applicable law.

21.2 COMMUNICATION

The Employer has the right to communicate with the Union on matters of concern using e-mail, written correspondence, and telephonic communications. The Parties agree to ensure that all are notified and copied appropriately. The parties agree to respond within a reasonable timeframe.

21.3 INDEMNIFICATION

Consistent with existing Kirkland Municipal Code provisions the City shall secure and maintain with responsible insurers such false arrest, malicious prosecution and liability insurance as is customarily maintained by public bodies with respect to the operation of police departments, all to the extent that such insurance can be secured and maintained at reasonable costs. The coverage to be so provided shall, to the extent available, be

substantially equal to such coverage provided by the City immediately prior to the effective date of this Agreement.

ARTICLE 22 - GENERAL PROVISIONS

22.1 SAVINGS CLAUSE

If any provision of this Agreement shall be held invalid by operation of law, or any tribunal of competent jurisdiction, or if compliance or enforcement of any provision should be restrained by such tribunal pending final determination as to its validity, the remainder of this agreement shall not be invalid and will remain in full force and effect provided that should either party so request, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such invalid provision.

ARTICLE 23 – ENTIRE AGREEMENT

23.1 DURATION CLAUSE

The Agreement shall become effective on January 1, 2007, and remain in full force and effect through December 31, 2009.

Upon mutual written agreement of the parties, the provisions of this Agreement may be modified from time to time by written supplemental agreement. In the event either party wishes to pursue such modification, that party shall give notice of the offer to negotiate a modification. The other party is free to accept or reject the offer to negotiate a modification at its discretion no later than five (5) working days after receipt of the offer, which time period may be extended upon mutual written agreement of the parties. If the parties are agreeable to negotiations, they will meet within ten (10) working days to discuss ground rules, time frames and interests. Negotiations shall be concluded within the time frame agreed upon by both parties unless extended by mutual agreement. Otherwise, the proposed modification shall be deemed rejected.

The Employer will maintain the status quo with respect to the matters covered by this Agreement during negotiations for a new agreement, following the procedures and time-lines of RCW 41.56.

23.2 ENTIRE AGREEMENT

This agreement expressed herein in writing constitutes the entire agreement between the parties, and there shall be no amendments, except in writing and with the agreement of both parties.

SIGNATURES

Dated this ____ day of _____, 2008

CITY OF KIRKLAND;

By _____
David Ramsay, City Manager

KIRKLAND POLICE OFFICER'S GUILD;

By _____
Don Carroll, President

By _____
Amy Crawford, Secretary

APPROVED AS TO FORM:

William Evans, Assistant City Attorney

Date _____