

2019 -2021 Agreement

By and Between



CITY OF KIRKLAND

and

**KIRKLAND POLICE GUILD
SUPPORT STAFF**



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City of Kirkland
And
Kirkland Police Guild
Support Staff

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2019 – 2021 Agreement

By and Between

City of Kirkland

And

Kirkland Police 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 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 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.

“Non-Essential Personnel” includes all non-commissioned personnel with the exception of the Corrections officers, Corrections Corporal and Corrections Sergeant.

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 designation of a new or reclassified position, the parties recognize that the determination as to 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 is to be included in the bargaining unit, the position shall be placed within the Guild 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 fifteenth (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.

3.3 BARGAINING UNIT ROSTER

The Employer shall provide the Guild with a roster of Employees covered by this Agreement upon request, or the appointment of a new hire.

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 – GUILD 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 five (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 forty-eight (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 Corrections Officer, the probationary period for that Corrections Officer shall be extended by the length of that delay, up to ninety (90) calendar days. Should that delay be anticipated to go or in fact goes beyond ninety (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 thirty (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.

After a temporary position is filled longer than two (2) years, the Employer will meet and discuss the status of the position with the Guild. 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.

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.

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 eight (8), nine (9), ten (10), or twelve (12) hour shifts, combinations thereof, or others by mutual agreement. The working hours shall be equivalent to forty (40) hours per week on an annualized basis. The Corrections Officer assigned to Court Security shall work a 5 day, 8 hour work schedule.

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 seventy-two (72) hours will be compensated at time and one half. Once the emergency event is over, the Employee 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, unless the employer and the employee mutually agree to a shorter notification period. 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 or operational needs 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 two (2) weeks of an opening on a shift, existing Employees will be given an opportunity, based on seniority, to fill the opening. Once the opening has been filled the position vacated by the movement of the senior officer will then be filled by a new hire until the next shift bid as outlined in Article 6.2., provided such does not alter time-off already scheduled, consistent with Article 6.2.2.

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 (i.e. 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 one and one-half (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.

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 eight (8) and ten (10) hour shifts, a work day shall include a paid thirty (30) minute lunch break and 2 fifteen (15) minute breaks. For Employees on twelve (12) hour shifts, a workday shall include at least 2 paid thirty (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 1/2) 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 fifteen (15) minutes with the major portion of fifteen (15) minutes being paid as fifteen (15) minutes.

6.5.2 Hourly rate of pay shall be determined by dividing the annual straight time hourly rate by two thousand eighty (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.

6.5.5.1 Minimum Overtime – Call-Back, Court Appearances, BAC Hearings: In the event that overtime, which has been specifically pre-approved by Command Staff, is not an extension at the beginning or end of a normal shift, the Employee shall be paid at the

rate of one and one-half (1 1/2) times their straight time hourly rate for the actual time worked with a minimum of three (3) hours, consistent with Article 10.2. Court hearings, as well as BAC hearings, shall be considered, upon notification, as specifically preapproved by Command Staff. It will be mandatory for an Employee to respond to work if so directed by Command Staff 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 (1 1/2) 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 sixty (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

6.7.1 Minimum staffing for the Records Division shall be maintained between the hours of 9 a.m. to 3 p.m. at two (2). Minimum staffing for Corrections shall be two (2) at all times. If the Kirkland Justice Center expands into the build-out area, the Employer shall negotiate with the Guild regarding minimum staffing to the extent required by law.

6.7.2 When backfilling for Court Security, the Employer may assign a Corrections Officer, without a change in pay to the Court when there are five (5) or more Corrections personnel on duty. When there are four (4) or fewer Corrections personnel working the jail operations and there is a need to backfill the Court Security assignment, the backfill will be assigned to an additional Corrections Officer on an overtime basis. The overtime rate is calculated based upon the Officer's regular assignment pay rate.

6.8 FLEXIBLE HOURS

The shift starting and ending time for the Administrative Support Associate and Animal Control Officer may be staggered by a maximum of four (4) hours to meet operational needs or if requested by the employee and approved by the Supervisor.

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 seven (7) years. After seven (7) 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 (2) 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 or 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 subject of the investigation 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 subject of the investigation, 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 their 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 By mutual agreement, 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 seven (7) 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 reasonable suspicion 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 as may be established by the Washington Association of Sheriffs and Police Chiefs, the International Association of Chiefs of Police, and 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, provided such is neither a material witness nor the subject of the investigation. 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 and written 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, 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.

No seniority shall be established while an employee is employed in a Temporary, Seasonal or On-Call position. Time in service in a Temporary or benefitted Seasonal / On-Call position shall count for leave accrual or step movement purposes only. A Temporary employee or a Regular employee in a Temporary position who is hired without a break in service directly into a Regular position in the same classification shall be credited for classification seniority from the date of hire into that classification.

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 (2) 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 (1) 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 (1) 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 the Department 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 twenty (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 as requiring 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 E. The salary schedule reflects both the wage and market adjustments agreed to by the parties.

9.1.1 Wage Adjustments

9.1.1.a Effective and retroactive to January 1, 2019, the 2018 monthly rates of pay shall be increased by three percent (3%) for all classifications identified in Appendix E.

9.1.1.b Effective January 1, 2020, the 2019 monthly rates of pay shall be increased by two percent (2%).

9.1.1.c Effective January 1, 2021, the 2020 monthly rates of pay shall be increased by three percent (3%).

In addition to the wage adjustments above, market adjustments shall be applied to the job classification of Corrections Officer, Corrections Corporal, and Corrections Sergeant.

January 1, 2020: .0.5% (one half percent)
January 1, 2021: .25% (one quarter percent)

For all retroactive amounts, the Employer shall, within thirty (30) days of signature of this Agreement, make all appropriate salary adjustments for the next regular pay period.

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 Director and approval by the City Manager.

9.3 SPECIALTY PAY

All Specialty Pay premiums and incentives will be evenly spread across both paychecks in the month.

9.3.1 An accreditation premium of one percent (1%) will be added to the monthly rate of pay of the employee’s current classification and shall be paid monthly for the duration of the contract. The premium pay shall be pro-rated for any portion of a month worked.

9.3.2 Field Training Officer: Department Field Training Officers shall receive one-half (1/2) hour of overtime for each day engaged in active training.

9.3.3 Corrections Officers assigned to firearms or defensive tactics shall receive a one percent (1%) premium added to the monthly rate of pay, retroactive to January 1, 2019.

9.3.4 The Corrections Officer assigned by shift bid to Court Security shall receive a one percent (1%) premium added to the monthly rate of pay, retroactive to January 1, 2019.

9.4 LONGEVITY

Longevity shall be paid based on the following schedule, retroactive to January 1, 2019.

<u>Years of Service</u>	<u>Monthly Premium</u>
5-9 years	2.5%
10-14 years	4.0%
15-19 years	6.0%
20-24 years	8.0%
25 years or more	9.0%

9.5 OUT OF CLASS PAY

Out of Class: In the event an Employee works in a higher classification for at least two (2) consecutive weeks than that to which they are regularly assigned, the Employee shall be paid at the step with the closest higher salary in the higher classification or a 5% increase, whichever is greater. The out-of-class pay commences from the first week worked. 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

A premium will be added to the monthly rate of pay for employees who are assigned by shift bid to night shift. This premium does not apply to new employees during their field training phase.

Those eligible for the 1.0% (one percent) premium are: Corrections Officer, Corrections Corporal, Corrections Sergeant. For Corrections Supervisors who work the 4-month shift rotation from days to nights and vice versa, the 1% (one percent) is applied during the period that the Supervisor is scheduled to work night shift.

9.7 EDUCATION INCENTIVE

Corrections Officers with a BA/BS degree and higher from an accredited institution will be eligible for an educational/performance incentive, as set forth below:

Education / Performance Premium

BA/BS Degree	2.0%
Graduate Degree	3.0%

It is the employee's responsibility to have their diploma or transcripts provided from an accredited institution to the department time-keeper in order to be eligible for the Incentive. The Education Incentive shall be added to the monthly rate of pay of the employee's current classification.

9.8 PHYSICAL FITNESS INCENTIVE

In recognition of an employee's personal time expended to maintain a level of fitness, the following program shall apply: See Appendix B.

ARTICLE 10 – OTHER COMPENSATION

10.1 STANDBY PAY

Employees specifically pre-approved by Command Staff 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 (3) 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 seventy-five dollar (\$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, Animal Control Officers, Evidence Techs and Parking Enforcement Officers will be allowed to purchase their own footwear which meet current Department policy. Upon submission of receipt, Employee will be reimbursed up to a maximum of \$150 every twelve months. Parking Enforcement Officers will receive reimbursement for footwear, up to a maximum of \$200 every twelve months.

10.5 EVIDENCE TECHNICIAN

When an employee meets the minimum qualification for Evidence Technician 2 position they may request reclassification to that position. The number of additional Evidence Technician 2 positions shall be at the sole discretion of the Police Chief.

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:

<u>Holiday</u>	<u>Observed</u>
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. Half day Christmas	Last regular work day before Christmas Day
Eve & Half day New	Last regular work day before New Year's Day

	Year's Eve	(Half-day holidays for non-essential personnel only)
11.	Christmas Day	December 25
12.	One Floating Holiday	At Employee's choice
13.	One Floating Holiday	At Employee's choice

Support Staff Employees working eight (8) hour shifts shall be granted ninety-six (96) hours in lieu of the above holidays. Support Staff Employees working ten (10) and twelve (12) hour shifts amounting to a forty (40) hour week shall be granted one hundred and twenty (120) hours in lieu of the above holidays. Holiday hours must be used within twelve (12) months of the holiday hours earned. Employees assigned to work within the 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 made seven (7) days prior to the desired time off. The request will also be approved or denied within seven (7) days of the request. Nothing herein will prohibit an employee from submitting a request at less than seven (7) days and having that approved; however, there is no obligation on the part of the Employer to consider approval of an expedited request.

Leave requests must be written, 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 twelve (12) months following the date of submission will not be considered.

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.

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 a Floating Holiday. In selecting a Floating Holiday, the Employee's choice will be granted, provided that prior approval is given by the immediate Supervisor or the Division Commander. A 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 indicated in Article 11.1 as "Observed." Corrections will observe the Holiday on the date of the actual Holiday.

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 the Holidays (designated as the date "Observed," excluding Floating Holidays, shall be eligible for compensation at one and one-half (1 ½) times the Employee's hourly rate for the number of hours actually worked on the specified holiday. Corrections will apply this Article to hours actually worked on the date of the actual Holiday, consistent with Article 11.3.

11.5.1 An Employee, who gives fourteen (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 one –twelfth (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 three hundred (300) 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 six (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 made seven (7) day prior to desired time off. The request will also be approved or denied within seven (7) days of the request. Nothing herein will prohibit an employee from submitting a request at less than seven (7) days and having that approved; however, there is no obligation on the part of the employer to consider approval of an expedited request.

The City agrees to work with the employee on a case by case basis in circumstances where a Corrections Officer/Corporal/Sergeant has been denied a request for an extended vacation (one week or longer) on the sole basis that approval would cause a drop below minimum staffing for a total of 4 hours or less during the requested extended vacation period. It is the intent of the City to allow the employee the time off in these limited instances if practicable.

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

Employee leave will not be granted on July 4th and December 31st during night shifts.

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 eight (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 nine hundred and sixty (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 ninety-six (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 one (1) year probationary period, the regular Employee's sick leave with pay shall accrue at the rate of eight (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 nine hundred and sixty (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 one hundred seventy-four (174) hours.

13.2 SICK LEAVE USAGE

Employees are expected to be on the job unless excused by Supervisor or Administrator 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. "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. 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 one (1) 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 (1) week to his or her immediate Supervisor, unless there are extenuating circumstances.

13.3 SHARED LEAVE

The Employer may permit an employee to receive vacation or compensatory time consistent with the current 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 two (2) weeks. Employees shall notify the Employer in writing, with documentation within seventy-two (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 pay 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 twenty-one (21) 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 five (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 one thousand two hundred and fifty (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 Insurance - The Employer will offer a self-insured High Deductible Health Plan (HDHP) administered by First Choice (or its equivalent) with coverages illustrated in Appendix C. The Employer will also offer a fully-insured HMO option through Kaiser Permanente (or its equivalent). During the duration of this agreement the Employer shall make every effort to maintain substantially equivalent benefits at a reasonable cost.

The Guild shall take part in and have an appointed representative on the Whole Health Committee. The purpose of the Committee is to monitor and evaluate the benefits costs and the plan designs.

The 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. The Employer shall continue with collective bargaining obligations with the Guild, as currently exist under law for any such changes.

Participation in benefits shall be consistent with Article 15.2 of this Agreement.

15.2 HEALTH AND LIFE INSURANCE

Medical Insurance - 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 City of Kirkland High Deductible Health Plan or Kaiser Permanente (or its equivalent) for each Employee of the bargaining unit.

Changes in insurance carrier shall be subject to Article 15.1.

Dental and Vision - 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 Washington Dental Services (or its equivalent) or Willamette Dental (or its equivalent) and Vision Service Plan (or its equivalent).

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, up to a guaranteed issue amount of \$250,000. 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.

15.2.2 Part-time regular employees shall receive medical, dental and vision benefits, in accordance with Article 5.2.2.

15.2.3 The employee shall pay, by way of payroll deduction, any and all premiums above the maximum paid by the Employer.

15.2.4 If an employee is on leave without pay in excess of eight (8) hours in a calendar month, the health insurance benefits for the employee and his or her dependents shall be pro-rated.

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, makes no assurance of ongoing participation, and assumes no liability for claims or benefits. The City and the Guild agree to reevaluate this benefit pending Cadillac Tax liability in the future.

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.

15.5 HEALTH REIMBURSEMENT ACCOUNT - HRA

The Employer will make contributions to a HRA in the amount of \$1200/year for employee only coverage or \$2400/year for family coverage if the Employee enrolls in the City of Kirkland HDHP. If the Employee is enrolled in either First Choice or Kaiser Permanente and satisfies the Wellness incentive criteria, as described in Appendix C, and they are enrolled in the HDHP the Employer will also contribute up to an additional \$600 into the HRA (VEBA). Contributions to the HRA (VEBA) will be made by the Employer and are subject to the rules and limitations contained within the Internal Revenue Code.

15.5.1 Part-time employees shall receive the full HRA (VEBA) contribution, however premiums for the medical, dental and vision benefits will be prorated according to Article 5.2.2.

15.5.2 If an employee's hours drop below 20 hours per week or 80 hours per month, the employee will be subject to the underwriting rules of the medical, dental, vision and other plans. In such cases the employee will be removed from the active plan and provided COBRA coverage.

15.6 EMPLOYEE HEALTH CENTER

The Employer will contract with a vendor selected by the Employer to open and operate an Employee Health Center. The Health Center will be open to employees, their spouses/domestic partners and children over two years of age who are covered under the Employer's First Choice HDHP, or Kaiser Permanente plan. Services provided at the Health Center, per the contract with the vendor, will be at no cost to the employee. The Employer has full discretion to negotiate with the vendor on services provided, hours of operation, staffing, covered participants, covered prescriptions, location, and all other stipulations in the contract with the vendor. The Employer reserves the right to terminate the contract with the vendor and discontinue offering this benefit to employees and their dependents at any time. If, during the term of the Agreement such termination should take place, either party may re-open Article 15 for bargaining.

15.7 PROFESSIONAL HEALTH SERVICES

The Employer will contract with a vendor of their choosing to provide Professional Health Services. The Professional Health Services vendor will be open to Employees, their spouses/domestic partners and children who are covered under the Employer's First Choice HDHP. Services provided by Professional Health Services, per the contract with the vendor, will be at no cost to the Employee. The Employer has full discretion to negotiate with the vendor on services provided and all other stipulations in the contract with the vendor. The Employer reserves the right to terminate the contract with the vendor and discontinue offering this benefit to Employees and their dependents at any time.

ARTICLE 16 – TRAINING

16.1 TRAINING

Employees may request scheduled training shift adjustments up to thirty (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.

Consistent with the provisions in Article 6.1.2, an Employee's shift may be modified for one (1) or more weeks to five (5) consecutive eight (8) hour days or four (4) days at ten (10) hours for training. The advance notice may be waived with agreement between employer and employee.

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 6.1.2.

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 A.

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 – understanding that threat or violence in the course and performance of Public Safety duties are an inherent part of the position and may have differing reporting requirements.

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 any member of the Guild Executive Board believes that the City is operating in violation of this Agreement, the grievant Employee or Executive Board member 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 (1). The representatives of the Employer and the Guild shall alternately eliminate the name of one (1) person from the list until only one (1) 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 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 Guild 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, 2019 and remain in full force and effect through December 31, 2021.

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 11 day of June, 2019

CITY OF KIRKLAND:

By Kurt Triplett
Kurt Triplett, City Manager

KIRKLAND POLICE GUILD;

By Mike Lisenby
Mike Lisenby, President

By Russell Kaufman
Russell Kaufman, Secretary

APPROVED AS TO FORM:

William Evans
William Evans, Assistant City Attorney

Date 6/11/19

**Appendix “A”
to the
AGREEMENT
by and between
City of Kirkland
and
The Kirkland Police Guild
(Representing Non-Commissioned Support Staff)**

SUBSTANCE ABUSE POLICY

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POLICIES AND PROCEDURES FOR DRUG/ALCOHOL TESTING AND TREATMENT

These policies and procedures have been agreed to by the parties and shall become a part of the current labor agreement between the City of Kirkland and the Police Guild. All applicable articles of the contract shall apply to these policies and procedures.

A. PURPOSE

The City of Kirkland recognizes that employees are our most valued resource. The goal of this policy is to ensure a substance abuse free workplace providing prevention, training and rehabilitation for employees. In order to protect the health, welfare, and safety of its employees, and the citizens whom they serve, the following policy regarding substance abuse in the work place is adopted.

B. POLICY

1. It is the policy of the City of Kirkland to provide an alcohol and drug-free workplace for its employees.
2. The City's philosophy on substance abuse is to emphasize prevention, training, rehabilitation, and recovery from substance abuse. Counseling and support will be made available through an Employee Assistance Program, and the employees' right to privacy will be respected at all times.
3. It is the responsibility of the City and the Guild to preserve and protect public trust, public safety, and fitness for duty.
4. It is the responsibility of all employees to report for duty and be able to perform their jobs safely and effectively, unimpaired by drugs, alcohol, or any other intoxicating substance.
5. The possession, manufacture, use, distribution, or sale of alcohol, unlawful drugs or drug paraphernalia on City premises or while on duty is prohibited.

C. APPLICABILITY

This policy applies to all bargaining unit employees.

D. DEFINITIONS

For purposes of this policy, the following terms have the meanings indicated:

1. Alcohol use means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.
2. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of Federal, State, or City drug laws.

3. Counseling means participation in a substance abuse treatment or rehabilitation program provided through the City of Kirkland's Employee Assistance Program (EAP).
4. Criminal drug statute means a criminal law involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.
5. Medical Review Officer (MRO) is a licensed physician selected by joint agreement between the parties to receive positive drug test results from the laboratory, analyze and interpret the results, and report to the employer those results as outlined in Section I of this policy.
6. Prohibited Substances are those substances, whose dissemination is regulated by law, including, but not limited to narcotics, depressants, stimulants, hallucinogens, cannabis, and alcohol. For the purpose of this policy, substances that require a prescription or other written approval from a licensed health care provider or dentist for their use shall also be included when used other than as prescribed. The drugs and/or their metabolites that are included in these categories are as follows:
 - a) marijuana
 - b) cocaine
 - c) opium or opiates
 - d) phencyclidine (PCP)
 - e) amphetamines
 - f) or methamphetamines
7. Reasonable suspicion means facts and circumstances sufficiently strong to lead a reasonable person to suspect that the employee is under the influence of drugs and/or alcohol which is corroborated by a second individual other than the designated Guild representative.
8. Representation mean Employee's right to Guild or legal representation at testing sites and at any subsequent disciplinary action related to implementation of substance abuse procedures.
9. Substance abuse means the use of a substance, including medically authorized drugs other than as prescribed for the user, which impairs job performance or poses a hazard to the safety and welfare of the employee, the public or other employees.
10. Substance Abuse Professional (SAP) is a licensed physician, psychologist, social worker, employee assistance professional, or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders.
11. Unreasonable delay means a delay of the testing procedure for a period of time, as defined by the collection site or laboratory personnel, which would render the test useless or inaccurate.

E. EDUCATION

Pursuant to the provisions of the Drug-Free Workplace Act of 1988, the City will establish an education and training program to assist employees to understand and avoid the perils of drug and alcohol abuse. The City will use this program in an ongoing educational effort to prevent and eliminate drug and alcohol abuse that may affect the workplace.

The City's program will inform employees about:

- a) The dangers of drug and alcohol abuse in the workplace;
- b) The City's policy of maintaining a drug- and alcohol-free workplace;
- c) The availability of drug and alcohol treatment, counseling and rehabilitation programs; and
- d) The penalties that may be imposed upon employees for drug and alcohol abuse violations.

As part of its program, the City shall provide educational materials that explain the City's philosophy regarding drug and alcohol use, requirements of applicable regulations, and the City's Substance Abuse policy and procedures. Employees shall be provided with information concerning:

- a) The effects of alcohol and drug use on an individual's health, work and personal life;
- b) Signs and symptoms of an alcohol or drug problem; and
- c) Available methods of intervening when an alcohol or drug problem is suspected, including confrontation and/or referral to management.

In addition to the training above, the City shall provide training to supervisors who may be asked to determine whether reasonable suspicion exists to require an employee to undergo drug and/or alcohol testing. The supervisory training shall include training on alcohol abuse and drug use. This training shall cover the physical, behavioral, speech, and performance indicators of probable alcohol abuse and drug use. Supervisors who have not received the initial training described above will not be asked to determine whether reasonable suspicion exists to initiate drug/alcohol testing. However, these supervisors may request another supervisor who has undergone this training to make the determination

F. EMPLOYEE RIGHTS AND RESPONSIBILITIES

1. The City shall not require an employee to undergo a drug and/or alcohol test unless there is reasonable suspicion to indicate the employee is under the influence of a substance which causes the employee to pose a hazard to the safety of the employee, the public, or other employees. However, an employee may be required to undergo a re-examination drug and/or alcohol test as provided in Section J.2. of this policy.
2. It is the employee's responsibility to report for duty, able to perform his/her job safely and effectively, unimpaired by drugs, alcohol, or any other intoxicating substance.
3. Employees are responsible for:

- a) Obtaining from their health care provider adequate information about the effects of prescription medication on job performance; and
 - b) Promptly notifying his/her supervisor of same; OR
 - c) Promptly notifying his/her supervisor of the effects on job performance of over-the-counter medication being taken.
4. Employees are prohibited from possessing, manufacturing, using, distributing, or selling alcohol, controlled substances or drug paraphernalia on City premises or while on duty. For purposes of this policy, "on duty" time includes meal and break periods during the work day.
 5. Employees are encouraged to request assistance with drug use and/or alcohol abuse problem(s), with the understanding that a voluntary request for assistance will not be used as the basis for disciplinary action. However, a request for assistance shall not be used to exempt employees from job performance requirements.
 6. In accordance with the Drug-Free Workplace Act of 1988, an employee who is convicted of a violation of a criminal drug statute shall notify the City's Human Resources Director no later than 5 days after such conviction. For purposes of this policy, a criminal drug statute means a criminal law involving the manufacture, distribution, dispensation, use, or possession of any controlled substance.
 7. Employees have the right to challenge the results of any tests and any discipline imposed in accordance with the Grievance procedure of their labor contract. Employees who dispute the results of a drug test may have their split sample tested at their cost at another DHHS-certified laboratory. This request must be made within 72 hours of notification of a positive drug test result by the MRO.
 8. Employees having knowledge of another employee's condition/behavior that poses a potential threat to the safety of employees and/or the public are to notify their immediate supervisor.
 9. Employees who are required to undergo a drug and/or alcohol test will be provided transportation to the collection facility and shall also be offered transportation home by a Department representative. If suspected of being impaired, the employee will be advised against driving him/herself home or otherwise operating a motor vehicle.
 10. Employees may have a Guild representative present at the collection facility. However, the lack of Guild representation shall not cause unreasonable delays in the collection process.
 11. Employees shall fully cooperate in the collection process.

G. DETECTION

1. Reasonable Suspicion. Once the steps outlined in the attached "Supervisor's Guidelines" are followed, an employee may be required to undergo a drug and/or alcohol test when reasonable suspicion exists to indicate that the employee is under the influence of a prohibited substance.

2. The decision to conduct a drug and/or alcohol test shall be made by the reporting supervisor and the highest-ranking supervisor on duty. For purposes of this policy, acting officers are considered supervisors. The higher of the two supervisors will make timely notification of the situation to the department head or the department head's management level designee, and the Human Resources Director his/her designee. Refusal to submit to a drug and/or alcohol test authorized by this policy shall be grounds for discipline, up to and including discharge.

3. Searches

- a) The Department has the right to search, without employee consent, City-owned property to which the employee has no reasonable expectation of privacy. These areas may include office space, desks, file cabinets and the like, that several different individuals may use or access. A reasonable expectation of privacy shall exist in personal containers marked and locked inside an Officer's desk drawer.
- b) If the employee's consent to search is first obtained, the Department shall have the right to search (1) City-owned property to which the employee has a reasonable expectation of privacy, and (2) private property belonging to the employee, such as a personal equipment bag, brief case, or private vehicle. If such consent is given, the employee shall have the right to Guild representation during the search. City-owned areas where the employee has a reasonable expectation of privacy are the employee's personal lockers.
- c) If the Department requests the employee's consent to search, the Department shall first inform the employee that:
 - (1) The Department has reasonable suspicion to suspect that evidence exists within the area or item to be searched which could be used in disciplinary and/or legal proceedings against the employee; and
 - (2) The employee has the right to Guild representation during the search if consent is given; and
 - (3) Refusal to give consent to search will not be considered by the Department to be an admission of guilt or cause for disciplinary or retaliatory action.
- d) An employee's refusal to give consent to search shall not preclude the Department from contacting the police authority having jurisdiction to conduct a search according to and in the manner authorized by law.

4. Possession, manufacture, distribution or sale of alcohol, drugs, or drug paraphernalia on City property or during work time is expressly prohibited and may provide a basis for discipline under department rules and regulations, but shall not in and of itself constitute cause for drug and/or alcohol testing under this policy. For purposes of this policy, work time includes meal and break periods or any other time when the employee is on paid status. Alcoholic beverages that are properly

stored, unopened, in the trunk of an employee's vehicle will not be considered a violation of this policy. Any illegal drugs and/or drug paraphernalia coming into the City's possession will be turned over to the police authority having jurisdiction.

H. TESTING PROCEDURES

1. Drug and alcohol testing shall be conducted in a manner designed to protect employees, protect the integrity of the testing process, safeguard the validity of test results, and ensure that those results are attributed to the correct employee. The City and Guild agree that if the security of the urine or blood sample is compromised in any way, any positive test shall be invalid and may not be used for any purpose.
2. Employees who are required to undergo a drug and/or alcohol test will be provided transportation to the collection facility and shall also be offered transportation home by a Department representative.
3. Employees may have a Guild representative present at the collection facility. However, the lack of Guild representation shall not unreasonably delay the collection process.
4. Employees required to undergo a drug and/or alcohol test shall cooperate fully in the collection process and complete all required forms and documents. These forms may include a Consent/Release form and an Interview form.
5. Urine samples for drug testing shall be collected at a collection site designated by the City and Guild using the split sample collection method. The split sample is made available if re-testing becomes necessary. Any specimen that tests positive for drugs shall be retained in long-term frozen storage by the laboratory conducting the analysis for a minimum of one year.
6. If medical personnel at the collection site have reason to believe that an adulterated or substituted sample has been provided (or that the employee may alter or substitute the sample), the employee will be required to submit a second sample (or the original sample). This collection shall be under the direct observation of a same gender collection site staff person. The employee will be required to provide the additional or original sample during an observed collection prior to leaving the collection site.
7. An approved chain of custody procedure shall be followed in the administration of all drug tests. Urine samples shall be sealed and initialed by the employee and a witness.
8. Urine samples shall be promptly sent to and tested by a laboratory that is certified to perform drug tests by the Department of Health and Human Services (DHHS). Initial drug screening shall be conducted using an accepted immunoassay method. All positive tests shall be confirmed using the gas chromatography/mass spectrometry (GC/MS) drug testing method. The laboratory shall test for only the substances and within the limits as follows for the initial and confirmation tests, as provided within NIDA standards, unless this section is modified by amended agreements provided for in Section L.3.:

- a) Initial Tests
 - (1) Alcohol .02 g/210 ml expired air
 - (2) Marijuana metabolites 50 ng/ml
 - (3) Cocaine metabolites 300 ng/ml
 - (4) Opiate metabolites (1) 300 ng/ml
 - (5) Phencyclidine 25 ng/ml
 - (6) Amphetamines 1000 ng/ml
 - (7) If immunoassay is specific for free morphine the initial test level is 25 ng/ml.
- b) Confirmatory Test
 - (1) Alcohol .02 g/210 ml expired air
 - (2) Marijuana metabolites 15 ng/ml
 - (3) Cocaine metabolites 150 ng/ml
 - (4) Opiates
 - (a) Morphine 300 ng/ml
 - (b) Codiene 300 ng/ml
 - (c) Phencyclidine 25 ng/ml
 - (d) Amphetamine 500 ng/ml
 - (e) Methamphetamine 500 ng/ml
9. Alcohol shall be tested by means of Breathalyzer machine currently in use (B.A.C.) or future equipment which may supersede the B.A.C. machine (but excludes the P.B.T. device). Breathalyzer alcohol tests shall be conducted in private at the collection site designated by the City and the Guild. The testing shall follow the protocols established for criminal investigations, including the requirement of two breath samples within the proper variance. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test shall be performed to confirm the results of the initial test at the election of the employee. The confirmatory test shall also use a 0.02 blood alcohol concentration level to measure a positive test. If the Employee refuses to take the second confirmatory test, the first test will be used to determine alcohol concentration.
10. Upon written request by the employee, the City shall make one legible copy of the results of his/her drug and/or alcohol tests available to the employee.
11. All information collected in the process of conducting a drug and/or alcohol test shall be treated as confidential information. These files shall be separate from the personnel file and sealed and maintained in a secure medical file.
12. Employees who refuse or fail to fully cooperate in the collection process may be subject to discipline up to and including discharge. Examples of a failure to fully cooperate include such actions as, refusing to sign the necessary consent/release forms; delaying and/or obstructing the collection process; failing to provide the specimen for testing; and attempting to substitute or adulterate a specimen. The foregoing list is not intended to be an all-inclusive list. City management shall, in all circumstances, have the final right to determine the appropriate level of discipline depending on the specific circumstances, the employee's performance record, and any other pertinent facts.

I. REPORTING OF RESULTS

1. The City shall have a designated Medical Review Officer (MRO) who must be a licensed physician with knowledge of substance abuse disorders and familiar with the characteristics of the laboratory tests (sensitivity, specificity, and predictive value). The role of the MRO will be to review and interpret the positive drug test results.
2. Alcohol Test Results. Laboratory or collection site personnel will report the test results to the City's Human Resources Manager, or his/her designee. The Human Resources Director will promptly advise the appropriate Department Head of these test results. If the confirmation test meets or exceeds 0.02 g/210 ml expired air, the laboratory or collection site personnel shall report to the Human Resources that the employee tested positive for alcohol. If the test result is below 0.02 g/210 ml expired air, the laboratory or collection site personnel will report to the Human Resources Director that the employee tested negative for alcohol.
3. Drug Test Results. Laboratory personnel will advise the Human Resources Director, or his/her designee directly of all negative drug test results. The Human Resources Director will promptly advise the appropriate Department Head of these test results.

The laboratory will advise only the MRO of any positive drug test results. The MRO must examine alternate medical explanations for any positive test results. This process shall include an interview with the affected employee and a review of the incident file, employee's medical history and any other relevant biomedical factors. The MRO must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication. Employees involved in this step of the examination shall make themselves and any relevant records they wish to present available to the MRO within 48 hours after request.

After reviewing the incident file and interviewing the employee, the MRO shall report to the City's Human Resources Director or his/her designee the name of the employee, and whether a positive test of a prohibited substance has been verified. The Human Resources Director shall promptly notify the appropriate Department Head of the test result.

4. Rehabilitation Program. If the tested employee is referred on to rehabilitation or treatment, the MRO is authorized to communicate specific results to the Substance Abuse Professional (SAP) or counselor overseeing the employee's treatment program.
5. Grievance. The laboratory and/or the MRO will be authorized to release specific test results to the City and the Guild in cases of a grievance and/or a legal challenge.

J. REHABILITATION AND RETURN TO DUTY

1. The City recognizes that substance abuse can be successfully treated, enabling an employee to return to satisfactory job performance. Employees who are concerned

about their own drug use and/or alcohol abuse are encouraged to voluntarily seek assistance through the City's EAP. All such voluntary requests for assistance will remain confidential.

2. Any employee who tests positive for a prohibited substance or is otherwise required to submit to a drug and/or alcohol test by this policy shall be medically evaluated, counseled, and treated for rehabilitation as recommended by the SAP. If the employee is required to participate in such a program, his/her reinstatement or continued employment shall be contingent upon:
 - a) Successful completion of the program and remaining drug- and/or alcohol-free for its duration; and
 - b) Passing a return to duty drug and/or alcohol test as recommended by the SAP; and
 - c) Obtaining a final release for duty by the SAP (the final release for duty may be preceded by a temporary release for duty).
3. Employees who successfully complete a rehabilitation program and are released for duty, in addition to being subject to reasonable suspicion testing at any time, will be subject to follow up testing, which involves unannounced drug and/or alcohol testing at least 6 times during the following 24 months. The SAP will determine the dates for these drug and/or alcohol tests. These test dates will be communicated to the Human Resources Director who will inform the employee of those dates. The appointment for the collection will be made in advance and maintained in a confidential manner by the Human Resources Director until the day of the collection. The Human Resources Director shall provide the supervisor with adequate notice of the test dates. The employee will not be notified until just prior to the testing. The employee may request a Guild representative to accompany him/her to the collection site, provided the sample is collected within two (2) hours following notification.
4. Upon notification of selection for the follow up tests, the employee must proceed directly to the collection site for testing. At this time, the employee will receive an Employee Notification of Scheduled Drug/Alcohol Test letter from the designated contact. The employee will be required to sign this letter and a Consent/Release form. The employee must present photo identification to collection site personnel. The Human Resources Director or his/her designee will retain a copy of all the forms.
5. Refusing to submit to a return to duty or a follow up test will be considered grounds for discharge. If the selected employee fails to report to the collection site within 2 hours of notification of testing, this will also be considered grounds for disciplinary action up to and including discharge.
6. If an employee voluntarily enters a drug/alcohol rehabilitation program, it shall not be considered an offense under this policy. Such employees are, however, still subject to this policy and may be required to undergo a drug and/or alcohol test if reasonable suspicion exists.

7. All appointments with the SAP may be scheduled as vacation, or leave without pay with prior approval of the supervisor, Department Head, or management designee. The SAP will contact the Department Head or his/her designee to make a recommendation as to the need for further treatment. Once vacation leave is exhausted, the employee will be placed on leave without pay. The Department Head or his/her management level designee shall maintain confidentiality regarding the reason for the leave.
8. The employee will be responsible for all costs, not covered by insurance, which arise from such treatment.
9. Once an employee has tested positive for substance abuse and the MRO has notified the City, the employee will be placed on leave status (vacation, holiday leave bank, compensatory time or leave without pay). The employee will remain on leave until s/he has a release for duty from the SAP and has passed a return to duty drug and/or alcohol test as recommended by the SAP. The release for duty may be a temporary or final release as described below depending on the circumstances.
10. Temporary Release for Duty. The SAP shall sign a temporary release for duty indicating that the employee can satisfactorily return to regular work assignment and continue treatment on an outpatient basis. The temporary release for duty shall indicate the length of time such release is valid not to exceed 4 months. The employee must present a final release for duty on or before the expiration date of the temporary release. A temporary release shall include follow up testing. The employee must present both the temporary and final release for duty to his/her supervisor.
11. Final Release for Duty. A final release for duty shall be signed by the SAP indicating that the employee has:
 - a) Satisfactorily completed treatment and follow up testing; or
 - b) Does not require treatment at this time, and the employee may return to regular work assignment without restrictions. Failure to provide a final release for duty to the supervisor may result in disciplinary action up to and including discharge.
12. Once an employee provides the supervisor with the final release for duty the employee shall be returned to his/her regular duty assignment. After three years of no further violation of this policy, the employee's personnel file shall be purged of any reference to the incident, including any disciplinary actions taken, provided, however, records may be retained beyond 3 years when retention is required by applicable law. Should applicable law require retention of records past 3 years, and if allowed by such law, such records shall be sealed and may not be opened without consent of the employee.
13. If an employee tests positive during the 24-month period following rehabilitation on a reasonable suspicion drug or alcohol test, the employee will be subject to discipline, up to and including discharge.

14. If an employee tests positive during the 24-month period following rehabilitation on a random drug or alcohol test, the employee will be placed on leave without pay during the period the SAP makes a decision on the need for further treatment. The employee will remain on leave without pay during any treatment period and until they have provided the employer with a return to duty form signed by the SAP. If such an employee completes the return to duty process and again tests positive on either a reasonable suspicion or random drug or alcohol test, they shall be subject to discharge.

K. RANGE OF CONSEQUENCES

1. Employees who violate this policy will be subject to a range of disciplinary consequences depending upon the severity of the infraction and/or the employee's past performance record. In all cases, the City reserves the right to determine the appropriate disciplinary measures, which may be more or less severe than those included in this guideline. The following list of actions and the related consequences is intended as a guideline only, and further, is not intended to be an all-inclusive list of possible disciplinary consequences.
2. If an employee has an alcohol concentration of 0.02 or greater in any authorized alcohol test, and/or tests positive for drugs and/or their metabolites in any authorized drug test and it is the employee's *first offense*, then s/he shall be referred to the EAP for counseling and/or completion of a substance abuse treatment or rehabilitation program. However, if an employee violates a work rule in conjunction with failing a drug and/or alcohol test, then s/he may be subject to disciplinary action. The City shall have the right to take disciplinary action, up to and including discharge, based on the severity of the incident and/or the employee's past record.
3. Employees will be subject to disciplinary action, up to and including discharge, for any of the following infractions:
 - a) Refusal to submit to an authorized drug and/or alcohol test. Refusal to submit to testing means that the employee fails to provide an adequate urine or breath sample for testing without a valid medical explanation after s/he has received notice of the requirement to be tested, or engages in conduct that clearly obstructs the testing process. Refusal to submit to testing includes, but is not limited to, refusal to execute any required consent forms, refusal to cooperate regarding the collection of samples, refusal or failure to provide necessary documentation to the MRO when requested, and/or submission or attempted submission of an adulterated or substituted urine sample.
 - b) Drinking alcoholic beverages or using drugs while on duty, on City property, in City vehicles, or during breaks and/or meal periods during work hours.
 - c) Unlawful manufacture, distribution, dispensation, possession, concealment or sale of any controlled substance, including an alcoholic beverage, while on duty, on City property, in City vehicles, or during breaks and/or meal periods during work hours.

- d) Any criminal drug statute conviction and/or failure to notify the City of such conviction within 5 days.
 - e) Failure to complete a counseling, treatment, or rehabilitation program as prescribed by the SAP.
 - f) Testing positive on a return to duty.
 - g) Any two failures on follow up drug and/or alcohol testing during the 24 month following rehabilitation.
 - h) Failure to report to a collection site within two (2) hours of notification for return to duty or follow up testing.
 - i) Second offense – alcohol concentration of 0.02 or greater in any reasonable suspicion authorized alcohol test, and/or testing positive for drugs and/or their metabolites in any authorized reasonable suspicion drug test.
 - j) Employee's failure to participate in the temporary and/or final releases for duty testing in a timely manner.
4. Although the foregoing infractions will ordinarily result in discharge regardless of the employee's position, the City reserves the right to consider extenuating circumstances and to impose lesser discipline when such action is deemed appropriate.

L. OTHER

- 1. The City shall pay for initial costs of the substance abuse examination including the expenses of the Medical Review Officer.
- 2. This policy was initiated at the request of the City and the Employer shall assume sole responsibility for the administration of this policy. The City agrees to indemnify and hold the Guild and its officers harmless from any and all claims of any nature (except those arising from the negligence of the Guild and/or its officers) arising from the Employer's, laboratories', or Medical Review Officer's implementation of this policy.
- 3. The parties recognize that during the life of this agreement there may be improvements in the technology of testing procedures which provide more accurate testing for on-the-job impairment or which constitute less invasive procedures for the employees. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree, the issue will be submitted to impasse procedures under RCW 41.56.
- 4. 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 held to be invalid, and will remain in full force and effect, and the parties, upon request of one to the other shall

initiate immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such provision.

5. The following attachments shall be a part of this Policy: Supervisor's Guidelines, Report Form, Interview Form, Consent/Release Form.

M. SUPPORTIVE DOCUMENTS:

POLICIES AND PROCEDURES FOR DRUG/ALCOHOL TESTING AND TREATMENT SUPERVISOR'S GUIDELINES

The primary goal of the Substance Abuse Policy is to provide a working and service delivery environment free from the effects of alcohol/drug abuse. The supervisor's role is to identify employees who may be a threat to the safety and welfare of the employee, other employees, and the public by being under the influence of drugs and/or alcohol while on-duty. Such employees *must* be removed from the workplace.

Follow the steps below to ensure that you are proceeding correctly. It is important that proper procedures are followed to preserve the privacy of the individual and to comply with legal and contractual requirements.

1. Contact your appropriate command staff and explain the situation.
2. Your supervisor will:
 - a) Advise you of what appropriate action to take regarding your status as the shift supervisor.
 - b) Notify the Chief of Police and the Human Resources Director (or their designees) in a timely manner, then join you at your location to assist you and corroborate your observations during the interview.
3. Prepare yourself for an interview with the employee by completing the Report Form. Refer to Attachment 1 for descriptions of physical and behavioral signs which may indicate substance abuse.
4. After your supervisor has arrived, advise the employee you wish to interview him/her and provide a private location to conduct the interview.
 - a) Be sure to advise the employee that you suspect him/her of being under the influence of a prohibited substance (defined in the policy) and that s/he may have a Guild representative present during the interview.
 - b) Do not argue with a belligerent or threatening employee. Advise him/her that his/her cooperation during the interview and testing procedure (if warranted) are direct orders and that continued disruptive behavior, preventing completion of the interview, shall be the same as refusal to submit to testing and shall be cause for discipline (cooperation *does not* mean that any employee must give facts or evidence which may incriminate himself/herself).
 - c) Complete the Interview Form with your supervisor.

5. Review the relevant information with your supervisor. If your supervisor decides that the test is required, relieve the employee of duty, with pay, during the course of the exam and MRO review.
6. Have the employee sign a Consent/Release Form.
 - a) Read the form to the employee and direct him/her to sign it. Do not alter the form in any way.
 - b) Be sure, if the employee has declined Guild representation, that s/he understands that s/he may choose to have a Guild representative accompany him/her to the testing facility.
 - c) If the employee refuses to sign the form, advise him/her that this is a direct order and that failure to comply shall be cause for discipline.
 - d) Issue a second order for the employee to sign the consent form. If s/he still refuses, relieve the employee of duty, with pay, explain that disciplinary action may follow. You or your supervisor will transport the employee home. (No employee suspected of impairment from alcohol/drug abuse shall be allowed to drive.)
7. Your supervisor shall transport the employee to the testing facility, and wait at the testing facility until the testing is completed.
8. When the exam is completed, your supervisor will:
 - a) Reconfirm with the employee that s/he has been relieved of duty, with pay, and
 - b) Advise the employee that s/he will be contacted by the MRO to review the results (if positive), and
 - c) Advise the employee that s/he will be contacted by the department advising him/her how to return to duty, and
 - d) Drive or arrange transportation for the employee home. Do not return the employee to a City facility.
9. Once the employee has been sent home, your supervisor will:
 - a) Gather copies or originals of the Report Form, Interview Form, Consent/Release Form, and any other written notes or reports and forward them to the Police Chief and Human Resources Manager.

**City of Kirkland police Department
Substance abuse Policy
CONSENT/RELEASE FORM**

I consent to the collection of urine, a blood and/or expired air sample by _____ and its analysis by _____ for those drugs, alcohol, and or controlled substances specified in the Collective Bargaining Agreement pursuant to the Substance Abuse Policy agreed to between the City of Kirkland and the Kirkland Police Guild.

The laboratory administering the tests may release the results to the Medical Review Officer (MRO), who shall release his/her conclusions to the employer after review and interpretation. If I test positive, I agree to make any requested records and myself available to the MRO within 48 hours of such request. The information provided to the employer from the MRO shall be limited to whether the tests were confirmed positive or negative, and no other test results will be released, except as provided herein, without my written consent. The laboratory will advise the employer's representative whether the initial alcohol screen is positive or negative.

I understand that I have the right to my complete test results and that the laboratory will preserve the sample for at least one year. If I test positive, I have the right to have the split sample tested at my expense at a second DHHS-certified laboratory of my choice. I understand that I must request such test of the split sample within 72 hours of notification of a positive test result by the MRO.

I understand that the Employer is requiring me to submit to this testing as a condition of my employment and that if I tamper with, alter, substitute, or otherwise obstruct or fail to cooperate with the testing process, I will be subject to disciplinary action up to and including termination.

I further understand that a confirmed positive test will result in actions taken by the employer and for the employee which are consistent with the City's policies and procedures for substance abuse testing and treatment.

I understand that the employer will administer the Policy consistent with federal and state constitutional and statutory requirements. Also, by signing this consent form, I am not waiving the right to challenge any confirmed positive test result and any Employer action based thereon. In order to pursue any challenge related to this test, I will, however, be required to authorize the laboratory and MRO to release to my Employer and the Guild any information relating to the test or test results. Further, I understand that my employer may require that I participate in a treatment or rehabilitation program. If required to do so, I authorize the laboratory and MRO to release any information relating to the test or test results to the Substance Abuse Professional (SAP) or treatment counselor. My signature below indicates my consent for release of this information.

Employee Signature _____ **Date** _____

City of Kirkland police Department
Substance abuse Policy
REPORT FORM

This form must be filled out prior to any drug/alcohol testing. Review Supervisor's Guidelines before completing this form. The information contained on this form is confidential and shall be viewed only by necessary supervisory/managerial employees, the testing facility, MRO, and the employee being interviewed/tested. When this form is completed and signed, make one copy of the form and distribute as follows: Original to Police Chief, Copy attached to consent form.

Employee Name: _____

Speech: _____

Dexterity: _____

Standing: _____

Walking: _____

Judgment: _____

Decision-making: _____

Appearance (eyes, clothing, etc.): _____

Odor: _____

Other: _____

Location where these were observed: _____

Time of observation: _____

Witnesses: _____

Supervisor's Signature _____ Date / Time: _____

**City of Kirkland police Department
Substance abuse Policy
INTERVIEW FORM**

Name of Employee _____

I understand that I am entitled to Guild representation during this meeting and during any subsequent meetings or at testing facilities. I understand that I am being ordered to answer these questions and that if I refuse to answer these questions I am subject to discipline up to and including termination. I do or do not (please circle one) want a representative at this time. I understand that I am entitled to Guild representation at any time whether I choose to have one now or not.

Employee signature: _____

1. I (we) have noticed (describe behavior/evidence) _____

2. Do you have any explanation? _____

3. Are you using any type of illicit drug or alcohol? _____

If yes, what? _____

When did you take it? _____

Where did you take it? _____

How much did you take? _____

Do you have any drugs/alcohol in your possession at work? _____

(if yes, get agreement to confiscate)

Based on the interview and the completed Report Form, I believe the employee should be tested for drugs and/or alcohol.

Dated _____

Supervisor (position) _____ Agree ____ Don't Agree

Witness* (position) _____ Agree ____ Don't Agree

*Witness is an individual other than the designated Guild representative

City of Kirkland police Department
Substance abuse Policy
Exhibit 1

Listed below are some behavioral descriptions which may guide the supervisor in determining whether an employee is “under the influence” of a prohibited substance. There is no one behavior which is unique to drugs/alcohol. Almost every behavior/sign can also be associated with medical or emotional problems such as high blood pressure, diabetes, thyroid disease, psychiatric disorders, epilepsy, head injury, emotional problems, stress, etc. Even so, a supervisor usually knows the employees “normal” behavior and must try and distinguish alcohol and/or drug abuse from other problems.

Supervisors should be aware that the following physical, behavioral, or performance symptoms may indicate drug/alcohol abuse:

- a) Either very dilated or constricted pupils
- b) Hyperactivity
- c) Unsteady gait
- d) Irritability
- e) Slurred speech
- f) Anxiousness
- g) Wide mood swings
- h) Odor of alcohol
- i) Overreaction to criticism
- j) Staggering
- k) Listlessness
- l) Illogical speech and thought process
- m) Unusual/abnormal behavior
- n) Poor judgment
- o) Avoiding others/withdrawal
- p) Sudden increase in absenteeism

**Appendix “B”
to the
AGREEMENT
by and between
City of Kirkland
and
The Kirkland Police Guild
(Representing Non-Commissioned Support Staff)**

PHYSICAL FITNESS INCENTIVE PROGRAM

This Appendix is supplemental to the AGREEMENT by and between the CITY OF KIRKLAND, WASHINGTON, hereinafter referred to as the “Employer”, and the Kirkland Police Guild – Non-Commissioned Support Staff, hereinafter referred to as “Guild.”

B.1 A mutual goal of the Employer and the Guild is to encourage good physical fitness. The parties agree that an acceptable level of physical fitness is an essential function of the job of a Corrections Officer, Corrections Corporal, Corrections Sergeant. The purpose of this program is to promote the physical capability of the non-commissioned members of the Kirkland Police Department and to enhance the members’ general physical fitness level.

B.2 Pursuant to Article 9.8 of the Collective Bargaining Agreement between the parties, the information contained in this appendix shall serve as the rules and regulations of a physical fitness program and the procedures by which the program shall be administered.

B.3 Both parties agree that participation in the physical fitness program is voluntary. The Employer and the Guild encourage participation in the fitness program by members. Training, exercising, and general conditioning in preparation to take the physical fitness test shall be on an individual and voluntary basis without compensation. The Employer agrees to offer the fitness twice per year in 2019, 2020 and 2021. The test will be conducted during work hours in conjunction with the spring and fall KPD in-service training block. This on-duty status during the testing process shall protect members against loss of pay for time off work due to any injury sustained while participating in the fitness test. Members who wish to participate in the fitness test shall be required to sign the general liability waiver set forth in B.8.

B.4 The fitness test shall be comprised of three core components—push-ups, sit-ups, and 1.5 mile run. This “Cooper” test is modified for age/gender and is set forth in Section B.7 of this Appendix. The components are generally designed to measure aerobic/cardiovascular endurance, and upper/lower body muscular strength. A member must satisfy the standards of each test component in order to qualify for the monetary incentive; i.e., failing one component of the test constitutes overall failure. A member shall be allowed one opportunity to pass the various fitness test components during the test.

B.5 The cycle year for the physical fitness incentive program is December 1st – November 30th.

B.6 The test will be offered twice each cycle year and it is the individual employee’s responsibility to be trained and available for one of the scheduled opportunities. Individual tests will not be arranged. In this manner, a non-commissioned employee would have two

opportunities (spring and fall) to successfully pass the test, which would ensure the 1% fitness incentive for the following cycle year. An employee who fails to pass either test shall be eligible to receive the 1% up until November 30th. He/she may take the test the following year, but upon passing, the 1% incentive pay shall be effective at the commencement of the next cycle year, December 1st.

B.7 **Physical Fitness Test Description**

The physical fitness test shall be comprised of the following components. The results of these tests shall be made available to the Employer.

Employee Age:	20 – 29	30 – 39	40 – 49	50 – 59
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<i>1.5 mile run</i>				
Male	12:51	13:36	14:29	15:26
Female	15:26	15:57	16:58	17:54

<i>Push-ups (1 minute)</i>				
Male	29	24	18	13
Female	15	11	9	5
Female (modified)	23	19	13	12

- The body should be straight and the hands about shoulder width apart
- The body should remain rigid throughout the down phase; with the chest coming to within 3 inches of the floor. (The tester can place a foam block on the floor beneath the participant's chest)
- From the down phase, the participant must return to the up position with the arms straight
- The participant is only permitted to rest in the up position
- The total number of push-ups which the participant performs in 1 minute are counted
- Females may choose to use the modified push-up (knees on ground with feet up in the air)

<i>Sit-ups (1 minute)</i>				
Male	38	35	29	24
Female	32	25	20	14

- The participant lies on the back with the knees flexed at a right angle. The hands, with fingers interlocked, are placed at the back of the neck.
- A partner sits on the participant's insteps with his/her hands placed behind the subject's calf muscles to keep the heels in contact with the floor
- The participant sits up to touch the knees with the elbows
- Without pause, the participant returns to the starting position just long enough for his/her head (not just shoulder blades) to touch the mat and immediately sits up again

B.8 Physical Fitness Test General Liability Waiver Form

City of Kirkland

Kirkland Police Department—Fitness Ability Test

I hereby acknowledge that the format of the City of Kirkland Fitness Ability Test has been explained to me and I understand that the purpose of this test is to measure my fitness ability in my current position as a Non-commissioned Corrections Officer, Corrections Corporal, Corrections Sergeant for the City of Kirkland.

I also acknowledge that participation in the Fitness Ability Test is totally voluntary and, while I may be permitted to participate in the test on compensable duty time, I am under no compulsion or directive to do so.

I certify that to the best of my knowledge, I am fit to undertake the activities involved in the test and have no physical impairment or medical condition which would preclude my completion of the test. I have had the opportunity to consult my personal physician and have done so or chosen not to. I understand that the tests are strenuous and hold the potential for serious injury or death. I understand that I may stop the test at any time and that the persons administering the test may discontinue it at any time they have a reasonable basis for belief that continuation of the test could be detrimental to my health. Discontinuance may prevent successfully passing the test, consistent with Section B.4.

I assume full and complete responsibility for undertaking the test and I hereby release the City of Kirkland, its officers, employees, and agents from any responsibility or liability for any loss or damage arising from the bodily injury relating to my participation in the test, except for any loss or damage arising solely from the negligence of the City of Kirkland, its officers, employees, or agents.

Name (print)

Signature

Date

High Deductible Health Plan

C1.

First Choice High Deductible Health	
In-Network	Out-of-Network
\$1,200	
\$2,400	
\$600 (if earned)	
\$1,500	\$3,000
\$3,000	\$6,000
80% after deductible	60% after deductible
80% after deductible	60% after deductible
\$2,500	\$5,000
\$5,000	\$5,000
Yes	Yes
Unlimited	Unlimited
100% (subject to schedule limitations)	60% after deductible (in-network limitations apply)
80% after deductible	60% after deductible
80% after deductible	60% after deductible
80% after deductible	60% after deductible
80% after deductible	60% after deductible
80% after deductible	60% after deductible
80% after deductible	60% after deductible
80% after deductible	60% after deductible
80% after deductible	60% after deductible
80% after deductible	60% after deductible
\$4 copay	Not covered
\$15 copay	Not covered
\$35 copay	Not covered
34 days	Not applicable
\$8 copay	Not covered
\$30 copay	Not covered
\$70 copay	Not covered
90 days	Not applicable

C2. Upon implementation of the HDHP the \$10.00 copay for the medical plan will discontinue and the coinsurance on most services will increase from 10% to 20%. See Appendix C1.

C3. An employee that elects to waive their medical coverage with the City will receive \$100/month that will be added to their paycheck. An employee is eligible for the waiver if and only if their spouse/domestic partner is not an employee of the City, and they have provided the City with proof of other coverage. Part-time employees who waive coverage will receive a pro-rated amount according to their FTE amount.

C4. Effective January 1, 2017, the out-of-pocket maximum for prescription drug carve out plan will be capped at \$4,100 for individuals or \$8,200 for family.

**Appendix “D”
to the
Agreement
by and between
City of Kirkland
and
The Kirkland Police Guild
(Representing Non-Commissioned Support Staff)**

Health Reimbursement Account – HRA (VEBA)

This Appendix is supplemental to the AGREEMENT by and between the CITY OF KIRKLAND, WASHINGTON, hereinafter referred to as the “Employer”, and the Kirkland Police Guild, representing the Non-Commissioned Employees, hereinafter referred to as “Guild.”

D1. Effective January 2019, employees who enroll in the HDHP will receive contributions deposited into their HRA (VEBA) in the second payroll in January and the second payroll in July through the duration of the contract. Employees who leave employment prior to July 1st are not eligible for the second contribution.

D2. HRA (VEBA) contributions (excluding the wellness incentive) will be made bi-annually, in the amounts of \$600 for individuals or \$1,200 for families. The total annual contribution that will be made is \$1,200 for individuals or \$2,400 for family. For purposes of HRA (VEBA) administration “family” is defined as employee plus one or more individual.

D3. Any employee hired after January 1st who enrolls in the HDHP will receive prorated contribution amounts based on the quarter in which the employee is eligible for benefits. The contribution will be deposited concurrent with the second payroll of the month in which their benefits become effective.

Hire Date	Individual Coverage	Family Coverage
January 1 st – March 31 st	\$600	\$1,200
April 1 st – June 30 th	\$300	\$600
July 1 st – September 30 th	\$600	\$1,200
October 1 st – December 31 st	\$300	\$600

D4. An employee and spouse/domestic partner who are both employed by the City cannot enroll in separate family plans. An employee and spouse/domestic partner who are both employed by the City and both choose to enroll in individual coverage, are only eligible to receive a maximum of \$300 each for the wellness incentive. An employee and spouse/domestic partner who are both employed by the City and choose to enroll in family and individual coverage, are only eligible to receive a maximum of \$300 each for the wellness incentive.

D5. The Wellness Incentive is a benefit that can be earned by the employee and/or a spouse/domestic partner who are enrolled in one of the City’s medical plans. For employee only

or employee plus child(ren) coverage, the incentive is \$600 upon completion of the incentive criteria, unless the employee has a spouse/domestic partner employed by the City who is enrolled in their own coverage (see D4). If an employee has a spouse/domestic partner on their plan, the employee can earn a maximum of \$300 for the incentive and the spouse/domestic partner can earn a maximum of \$300 for meeting the incentive criteria. To receive the full \$600 Wellness Incentive, employees and spouses/domestic partners must complete the following set of criteria:

- Register with the Professional Health Services vendor.
- Schedule and attend an appointment with the Employee Health Center for a wellness exam which includes a healthcare provider visit, a biometric screening and completion of the health risk assessment.
- Schedule and attend an appointment either at the Employee Health Center or on the phone with a Health Coach.

D5.1 Employees enrolled in the City's HMO (Kaiser Permanente) plan are also eligible to receive a \$600 Wellness Incentive by completing the below set of criteria:

- Kaiser Permanente is already considered a Professional Health Service due to the nature of the defined network. The criteria is completed when an employee enrolls and remains on the Kaiser Permanente plan.
- Schedule and attend an appointment with the Employee Health Center or a Kaiser Permanente facility for a wellness exam which includes the biometric screening and health risk assessment.
- Schedule and attend a follow up visit at the Employee Health Center or a Kaiser Permanente facility with a Physician and/or Health Coach to go over the results of the biometric screening and health risk assessment.

D5.2 Should the Employer decide to terminate the contract with the Employee Health Center vendor and discontinue offering this benefit to employees, during the term of this agreement, the Employer agrees to provide employees with options to continue receiving the full \$600 wellness incentive. Employees and their spouses/domestic partners will still be required to complete the following set of criteria:

- Register with the Professional Health Services vendor.
- Schedule and attend an appointment for a biometric screening and health risk assessment at a City sponsored Health Fair.
- Schedule and attend an appointment to go over the results of the biometric screening and health risk assessment with a primary care physician.

D5.3 The Wellness Incentive will be deposited into the HRA (VEBA) concurrent with the second payroll of the month following the month in which all incentive criteria are met, provided that the incentive is earned by the 23rd day of the qualifying month.

The Wellness Incentive must be earned by November 15th of the calendar year of the desired contribution. Wellness Incentives earned on or after November 16th will qualify for the next year's contribution and will be paid in the following calendar year consistent with the payroll criteria listed above.

**Appendix “E”
to the
Agreement
by and between
City of Kirkland
and
The Kirkland Police Guild**

January 1, 2019 (3.0 % Wage Adjustment)

Note: For display purposes, monthly amounts are rounded to the nearest dollar. Actual amounts may vary slightly due to this rounding.

**SALARY SCHEDULE
POLICE SUPPORT STAFF**

Position Title	Monthly Salary						
	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 +)
Police Analyst	5,666	5,836	5,999	6,331	6,671	6,869	7,074
Corrections Sergeant	5,578	5,745	5,905	6,232	6,566	6,761	6,963
Family/Youth Advocate	5,173	5,328	5,477	5,780	6,090	6,271	6,458
Corrections Corporal	5,134	5,288	5,435	5,736	6,044	6,223	6,409
Police Public Disclosure Analyst	5,049	5,200	5,345	5,642	5,944	6,121	6,304
Animal Control Officer	4,818	4,962	5,100	5,383	5,672	5,840	6,015
Admin Assistant	4,772	4,915	5,052	5,332	5,618	5,785	5,958
Corrections Officer	4,675	4,815	4,949	5,223	5,503	5,667	5,836
Police Support Associate - Lead							5,725
Evidence Technician II	4,541	4,677	4,807	5,074	5,346	5,505	5,669
Evidence Technician I	4,409	4,541	4,667	4,926	5,190	5,344	5,504
Police Support Associate	4,141	4,265	4,384	4,627	4,875	5,020	5,169
Admin Support Associate	4,135	4,259	4,377	4,620	4,868	5,012	5,162
Parking Enforcement Officer	3,833	3,948	4,058	4,283	4,513	4,647	4,786

January 1, 2020

(2.0 % Wage Adjustment, 0.5% Market Adjustment – Corrections)

SALARY SCHEDULE

POLICE SUPPORT STAFF

Position Title	Monthly Salary						
	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 +)
Police Analyst	5,780	5,953	6,119	6,458	6,804	7,006	7,215
Corrections Sergeant	5,717	5,888	6,053	6,388	6,731	6,930	7,137
Family/Youth Advocate	5,277	5,435	5,586	5,896	6,212	6,397	6,588
Corrections Corporal	5,262	5,420	5,571	5,880	6,195	6,379	6,570
Police Public Disclosure Analyst	5,150	5,304	5,452	5,755	6,063	6,243	6,430
Animal Control Officer	4,914	5,061	5,202	5,491	5,785	5,957	6,135
Admin Assistant	4,868	5,013	5,153	5,439	5,731	5,901	6,077
Corrections Officer	4,792	4,935	5,073	5,354	5,641	5,808	5,982
Police Support Associate - Lead							5,839
Evidence Technician II	4,632	4,770	4,903	5,175	5,453	5,615	5,782
Evidence Technician I	4,497	4,631	4,761	5,024	5,294	5,451	5,614
Police Support Associate	4,224	4,350	4,471	4,719	4,972	5,120	5,273
Admin Support Associate	4,217	4,344	4,465	4,712	4,965	5,113	5,265
Parking Enforcement Officer	3,910	4,027	4,140	4,369	4,603	4,740	4,882

January 1, 2021

(3.0 % Wage Adjustment, .25% Market Adjustment - Corrections)

SALARY SCHEDULE

POLICE SUPPORT STAFF

Position Title	Monthly Salary						
	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 +)
Police Analyst	5,953	6,131	6,302	6,652	7,008	7,216	7,432
Corrections Sergeant	5,903	6,080	6,249	6,596	6,949	7,156	7,369
Family/Youth Advocate	5,435	5,598	5,754	6,073	6,399	6,588	6,785
Corrections Corporal	5,433	5,596	5,752	6,071	6,396	6,586	6,783
Police Public Disclosure Analyst	5,305	5,464	5,616	5,927	6,245	6,431	6,623
Animal Control Officer	5,062	5,213	5,359	5,656	5,959	6,136	6,319
Admin Assistant	5,014	5,164	5,308	5,602	5,902	6,078	6,259
Corrections Officer	4,947	5,095	5,238	5,528	5,824	5,997	6,176
Police Support Associate - Lead							6,014
Evidence Technician II	4,771	4,914	5,051	5,331	5,616	5,783	5,956
Evidence Technician I	4,632	4,770	4,903	5,175	5,453	5,615	5,782
Police Support Associate	4,350	4,481	4,606	4,861	5,121	5,274	5,431
Admin Support Associate	4,344	4,474	4,599	4,854	5,114	5,266	5,423
Parking Enforcement Officer	4,027	4,148	4,264	4,500	4,741	4,882	5,028

