

COLLECTIVE BARGAINING

AGREEMENT

BETWEEN

CHEHALIS POLICE OFFICERS GUILD
(Representing Uniformed Police Personnel)

AND

CITY OF CHEHALIS

January 1, 2020 –
December 31, 2022

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1 INTRODUCTION

1.1 Description of Parties

1.1.1 This Agreement has been made and entered into by and between the CITY OF CHEHALIS, WASHINGTON, hereinafter referred to as the "Employer", and CHEHALIS POLICE OFFICERS GUILD, hereinafter referred to as the "Guild."

1.2 Preamble

1.2.1 The purpose of this Agreement is to achieve and maintain harmonious relations between the Employer and Guild, to provide for equitable and peaceful adjustments of differences which may arise, and to establish proper standards of wages, hours, and other conditions of employment.

2 RECOGNITION

2.1 Scope of the Bargaining Unit

2.1.1 The Employer recognizes the Guild as the exclusive bargaining representative for, and this Agreement shall cover, all full-time and regular part-time commissioned employees in the Police Department, excluding the Chief of Police, Deputy Chief or other second in command positions above the rank of Sergeant, non-commissioned employees and all other positions excluded from the statutory definition of "public employee".

3 MANAGEMENT RIGHTS

3.1 Customary Functions

3.1.1 Except as limited by an express provision of this Agreement, the Employer shall retain the right to exercise the customary functions of management in accordance with RCW 41.56. The parties hereby recognize the Employer's right to determine the methods and processes of providing services, including, but not limited to, the right to hire, lay off, transfer, promote, demote, discipline, discharge, determine work schedules and assign work, introduce new equipment, new and improved methods of operation, assignment of employees to specific jobs within the department, and the use of reserves, in accordance with established contractual guidelines.

3.1.2 Subject to the provisions of this Agreement, the Guild recognizes that the Employer's management rights include, by way of non-exclusive example, the right to:

- A. Determine the Employer's budget, methods of operation, facilities, and equipment.
- B. Hire, promote, transfer, assign, retain, and lay off employees (subject to Article 6.8).
- C. For just cause, suspend, demote, discharge, and otherwise discipline non-probationary employees (subject to Article 12).
- D. Determine the methods and means by which the Employer's operations are to be conducted and the Employer's hours of operation.
- E. Direct employees and determine their duties (subject to Article 5).
- F. Take emergency action as necessary to perform the proper functions of the Employer.

- G. Determine the management and organizational structure of the Employer.
- H. Maintain the efficiency of the operation entrusted to the Employer.
- I. Determine and administer policy (subject to subsection 3.1.3 below).

The foregoing list of specific management rights is not intended to, and shall not be construed as, restrictive of, or as a waiver of, any management rights of the Employer not listed herein (except to the extent expressly abridged by a specific provision of this Agreement). To that end, the foregoing list is for illustrative purposes only.

3.1.3 Nothing contained in this Agreement shall be construed as permitting the Employer to make unilateral changes in those mandatory subjects of bargaining set forth in RCW 41.56. The Employer shall provide written notice to the Guild of any policy change affecting mandatory subjects of bargaining prior to implementation of the respective policy.

3.2 General Obligations

3.2.1 As the public has the right to expect the maximum performance from its Police Department, the employees have an obligation to maintain an acceptable level of police performance and productivity. The Employer shall have the right to establish performance standards as a means of measuring the level of police performance and productivity of employees as a basis for promotions, disciplinary actions, and work schedules. No personal business, appointments, visitations, or other personal activities will be conducted on the Employer's time without the Employer's approval.

3.3 Departmental Rules & Regulations

3.3.1 The Guild agrees that its members shall comply in full with Police Department rules and regulations, including those relating to conduct and work performance. The Employer shall notify the Guild of all changes in departmental rules and regulations at the time of implementation. It is the intent of the Employer not to establish rules and regulations which conflict with the collective bargaining agreement.

3.3.2 All members shall familiarize themselves with the laws, rules, regulations, directives and customs governing conduct and procedure in their jobs.

4 GUILD SECURITY

4.1 Guild Membership

4.1.1 The parties agree that, pursuant to the United States Supreme Court's ruling in *Janus v. AFSME* in June 2018, it is not a condition of employment to become a member of the Guild in order to hold an employment position covered by this Agreement. To comply with *Janus* (and any other applicable law/legislation), employees desiring to become and/or remain a member of the Guild shall advise the Employer of this desire in writing by voluntarily executing an "opt-in" letter provided by the Guild which expressly authorizes the withholding of Guild dues from the respective employee's paycheck. The "opt-in" letter shall state with specificity the amount of the authorized deduction from the employee's paycheck. After receiving the foregoing documentation, the Employer shall remit the authorized amount of dues to the Guild on a monthly basis for the respective employee.

4.1.2 The employee may revoke his/her authorization for the Guild dues deduction discussed in Section 4.1.1 above at any time by providing written notice to the Guild. The Guild, in turn, shall immediately provide a copy of this written notice to the Employer's Human Resources Department.

4.1.3 Employees in the Guild shall hold the Employer harmless and shall indemnify the Employer from responsibility for withholding errors and damages flowing there from caused by faulty information furnished by employees or the Guild, and the Guild shall promptly refund to the employee any amounts paid to the Guild in error.

5 COMPENSABLE HOURS

5.1 Hours of Work

5.1.1 The regular work week for an employee covered by this Agreement shall consist of five (5) eight (8) hour days with two (2) consecutive days off. The Employer reserves the right to adopt a work week of four (4) ten (10) hour days with three (3) consecutive days off or five (5) eight and one half (8.5) hour days with two (2) or three (3) consecutive days off alternating each week or a 10 hour 40 minute schedule. Employees shall be notified seven (7) days prior to such change. The provisions of this article shall not be applicable to those employees engaged in authorized shift rotation or shift change pursuant to the following terms.

5.1.2 During the shift rotations and/or shift changes, overtime shall be paid for all days worked after the fifth (5th) consecutive eight (8) hour (or greater) day without two (2) consecutive days off.

5.2 Overtime

5.2.1 Any compensable hours in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of time and one-half the employee's regular rate of pay. Any part of a one-half (1/2) hour shall constitute one half (1/2) hour of compensable time.

5.2.2 In the event that the ten (10) hour shift is implemented, overtime shall be paid at the rate of time and one-half the employee's regular rate of pay for all compensable hours in excess of ten (10) hours per day or forty (40) hours per week.

5.2.3 In the event that the eight and one half (8.5) hour shift is implemented, overtime shall be paid at the rate of time and one-half the employee's regular rate of pay for all compensable hours in excess of eight and one-half (8.5) hours per day or in excess of the employee's regularly scheduled work week (34 or 42.5 hours).

5.2.4 The Chief of Police or his/her designee shall have the right to require overtime work and officers may not unreasonably refuse overtime assignments. Non-mandatory overtime must be approved, when possible in advance, by a shift supervisor and/or designee.

5.2.5 Employees shall not utilize sick leave or compensatory time to exceed the daily overtime threshold.

5.2.6 If the Chief of Police or his/her designee orders an employee to perform mandatory unscheduled overtime on the employee's regular days off or prior to the employee's regular start time of his/her shift at the end of their regular days off, the Employer shall compensate the employee at two (2) times his/her regular rate of pay for those unscheduled hours. This Section 5.2.6 shall not apply to situations where an employee is previously scheduled to report to work on a regular day off (this includes, without limitation, situations where an employee reports to work on a regular day off for training, court appearances, or any other previously scheduled event).

5.3 Compensatory Time

5.3.1 All employees may elect to accrue compensatory time in lieu of receiving overtime wages. Compensatory time shall accrue at the rate of time and one-half for each overtime hour worked and shall be subject to the following conditions:

- a) An employee shall be permitted to accumulate up to three hundred sixty (360) hours of compensatory time. Such accrued time shall be cumulative from year to year. After the effective date of this Agreement, compensatory time exceeding the aforementioned limit shall be paid to the employee at the hourly rate in effect at the time of payment.
- b) When taken as time off work, compensatory time shall be paid at the employee's current rate of pay.
- c) After the effective date of this Agreement, an employee may convert all or parts thereof accrued compensatory time to wages at the hourly rate of pay in effect at the time of payment. Requests for cash-out of accrued compensatory time shall be made in writing, specifying the number of hours to be cashed out, and submitted to the Chief of Police or designee on or before the 20th day of the current payroll month. Cash out of accrued compensatory time will not be allowed in December of each year, unless the employee gives notice by the 25th of November of his/her intent to cash out hours.
- d) The Chief of Police or designee shall have the authority to approve or deny expenditure of compensatory time.
- e) Pre-approved scheduled compensatory time off may only be denied in the event of an emergency which would endanger or severely impair the Employer's ability to provide adequate law enforcement services to the public.
- f) Compensatory time may be utilized in conjunction with accrued vacation and may be utilized prior to and in lieu of accrued sick leave under the same terms and conditions set forth in the sick leave provision of this Agreement.
- g) The Employer shall maintain a system by which an accurate means of compensatory time accrual, expenditure, and cash outs can be maintained and controlled.
- h) When the employment of an employee is terminated (for whatever reason) or in the case of the employee's death, accrued compensatory time up to the maximum of three hundred sixty (360) hours shall be paid to the employee or his/her estate at the hourly rate in effect at the time of payment.

5.4 Shift Schedules

5.4.1 Employees shall be given seventy-two (72) hours notification prior to any unscheduled shift changes unless emergency circumstances, beyond the Employer's control, compels a reassignment of shift schedules. The payment of overtime for short-term vacancies, less than five (5) days, shall not be construed as an "emergency". Employees mandated to an unscheduled shift change when an emergency is not present and without seventy-two (72) hours' notice shall be compensated at the employee's overtime rate of pay for all hours work outside of his or her adjusted schedule. Upon mutual agreement between the Employer and affected employee, the employee may adjust his/her shift start time without notice as required above and without additional overtime liability.

5.4.2 Shift schedules shall be projected and posted seven (7) months in advance and provide for day off rotations approximately every fifty six (56) days or as otherwise agreed upon by the bargaining unit and the Chief of Police. Guild members shall bid for shifts by seniority. The projected shift schedules should not be construed as guaranteed shifts for any individual employee and are subject to change.

5.4.3 The Employer shall establish a designated work week as provided for in the Fair Labor Standards Act.

5.4.4 Shift vacancies that occur will be filled using bargaining unit personnel in the following order; the shift will be offered to personnel on days off on a voluntary basis. The shift will be split into four (4) hour slots offered to personnel from the preceding and succeeding shifts on a voluntary basis. The

shift will be split into four (4) hour slots and personnel from the preceding and succeeding shifts will be assigned to the shift. Reserve officers or exempt personnel may be assigned to work the shift.

5.4.5 Employees may be approved for double back shifts only at the discretion of the shift supervisor. Employees who work five (5) hours of overtime or more on a back to back shift shall receive a meal chit for fifteen dollars (\$15.00), reimbursement up to a maximum of fifteen dollars (\$15.00) for meals, or the Employer shall provide a meal to the affected employees.

5.5 Call Time

5.5.1 A call-back is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled working hours. Call-back shall not include departmental meetings, State or federally mandated testing, or training sessions in which the employee(s) are notified a minimum of five (5) calendar days in advance of such activities.

5.5.2 Employees called out during their off duty hours, shall be guaranteed a minimum of four (4) hours of compensation at the employee's applicable rate of pay. The greater part of fifteen (15) minutes shall count as fifteen (15) minutes of compensable time.

5.5.3 Minimum call-back pay shall not apply in cases where an employee is called back to correct a work deficiency of said employee.

5.6 Court Time

5.6.1 Any employee required to attend a court hearing or proceeding emanating from performance of their official duties as an employee of the Chehalis Police Department is to be paid a minimum of three (3) hours at time and one-half their regular rate of pay. If the employee is required to attend court on his/her scheduled day off, the minimum shall be increased to four (4) hours at time and one-half their regular rate of pay. Any additional time spent above and beyond the applicable minimums shall be compensated at time and one-half the employee's regular rate of pay.

5.6.2 The minimums outlined above are intended for hours worked attending and/or participating in court related activities outside of the employee's regularly scheduled hours of work. The minimums are not intended for hours worked in conjunction with regular scheduled hours of work.

5.7 Working Out of Classification

5.7.1 An employee who performs the work of a higher job classification, with approval from the Chief of Police or his/her designee, shall be compensated an additional five (5%) percent for all hours worked payable to the first hour worked out of classification.

5.7.2 The senior on-duty patrol officer shall be the officer in charge (OIC) unless another individual is designated as the OIC by the Chief or designee. Such designation shall be at the sole discretion of the Chief or designee.

5.7.3 An employee who is temporarily assigned by the department head to a management or mid-management position with a higher pay range for a period in excess of thirty-nine (39) consecutive hours, and who performs the job duties of such a position, shall be compensated at fifteen percent (15%) over his/her existing wage for the entire period of time when so assigned. In no case will the total amount paid be greater than the person currently occupying the position.

5.8 Detective Assignments

5.8.1 Sergeants assigned as Detective Sergeant shall have their monthly base salary increased by five percent (5.0%) for the duration of the assignment. An employee assigned by the Chief of Police as a detective shall have their monthly base salary increased by five percent (5.0%) for the duration of the

assignment. An employee assigned as a detective shall serve at the pleasure of the Chief of Police, however, an anticipation of assignment duration shall be provided to the employee prior to the assignment. There is no guarantee as to the number of positions that will be assigned at any given time nor shall there be a guarantee of the duration of the assignments.

5.8.2 When an opening for a detective's assignment becomes available and the Chief of Police determines that the position should be filled, a notice of said pending assignment shall be posted and a review committee shall be established to receive applications submitted from interested employees. The review committee shall then submit their recommendations to the Chief of Police for final determination prior to the official assignment.

5.9 Specialty Pay

5.9.1 An employee assigned to CIRT shall have their monthly base salary increased by two point five percent (2.5%) for the duration of the assignment.

5.9.2 An employee assigned as a Field Training Officer shall receive an additional five percent (5%) added to his/her regular pay while so engaged.

5.9.3 Employees who are assigned as K-9 officers shall receive an additional nineteen (19) hours per month at time and one-half (1½) the minimum wage for care and custody of the police canine.

5.9.4 Employees who are assigned as defensive tactics instructors, firearms instructors, and EVOC instructors shall have an additional 1.5% added to his/her regular pay "while so engaged". For purposes of this Section 5.9.4, "while so engaged" means: (i) while the employee is actively teaching approved curriculum during scheduled training days, to include the set up and break down of the facility for said training; and (ii) during scheduled instructor development days designed to prepare the instructor for upcoming scheduled in-service training days. "While so engaged" shall not apply to outside trainings and classes the instructor may attend relating to the discipline for which he/she receives specialty pay.

6 EMPLOYMENT POLICIES

6.1 Non-Discrimination

6.1.1 In accordance with applicable law, neither the Employer nor the Guild shall discriminate in a manner which would violate Federal or State laws against any employee covered by this Agreement because of race, creed, color, national origin, sex, age, religion, mental or physical disability, political beliefs, sexual orientation (including gender identity and gender expression), honorably discharged military status, genetic history, marital status, Guild or non-Guild activities, or any other category protected by applicable law.

6.2 Shift Changes

6.2.1 An employee may exchange scheduled work shifts with another employee subject to the following conditions:

- a) Such shift change shall not impose any additional cost on the Employer.
- b) The Employer will not be held responsible for enforcing any agreements made between employees.

6.2.2 An employee may exchange shift rotations with another employee with approval of the Chief of Police or designee. There shall be no specific limit on the number of times an employee may request a shift exchange. Provided, however, under no circumstances may a shift exchange result in any additional cost or expense to the Employer. The Employer will not approve continuous shift exchanges which result in an employee continuously working on graveyard shift. An employee involved in such

rotation change shall be responsible for performing the same responsibilities as those associated with the shift to which he/she had originally been assigned prior to the approved change.

6.3 No Strike

6.3.1 The Employer and the Guild agree that the public interest requires the efficient and uninterrupted performance of all the Employer's services and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Employer and the Guild recognize that the cessation or interruption of services of the employees during the life of this Agreement is in violation of this Agreement. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Guild or any other labor organization when called upon to cross such picket line in the line of duty. The Guild recognizes and agrees that disciplinary action may be taken by the Employer against any employee or employees engaged in a violation of this provision.

6.3.2 In the event the Employer determines that a breach of any of the foregoing provisions has occurred, the Employer shall, as soon as possible, attempt to notify the Guild of the alleged breach. The Guild shall secure an immediate and orderly return to work after being notified by the Employer of the breach of this article.

6.3.3 Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, boycott, slowdown, mass sick call, any form of work stoppage, refusal to perform duties or other interruption of work.

6.4 Equipment and Safety

6.4.1 An employee will not be required to operate unsafe, mechanically unsound equipment. Unsafe equipment should be reported to the employee's supervisor.

6.4.2 In the event of a dispute concerning the safety or mechanical condition of a vehicle, the employee may be assigned, by his supervisor, to another duty in an area of the City or to another motorized unit.

6.4.3 Employees shall be issued a ballistic vest which meets or exceeds the minimum requirements set forth in the National Institute of Justice standards. Ballistic vests shall be reconditioned and/or replaced based upon the manufacturer's recommendations.

6.5 Rest Breaks

6.5.1 During the course of a work shift, employees shall be permitted to take a thirty (30) minute lunch break and two (2) fifteen minute rest breaks. All such breaks will be taken as time permits. If the employee fails to take any or all such breaks, for whatever reason, he or she shall not have the right to claim additional compensation for that time.

6.6 Secondary Employment

6.6.1 An employee wishing to hold outside employment, including self-employment, shall notify the Chief of Police of their intent to engage in outside employment which will not:

- a) Result in a conflict of interest;
- b) Result in advertising on Employer property;
- c) Involve the use of Employer's equipment or supplies; or
- d) Infringe on their ability to do their job for the Employer.

6.6.2 If the work being performed or to be performed is determined to be unacceptable, as specified above, the Chief may direct the employee not to engage in specific outside employment or direct the employee to withdraw from their outside employment within fourteen (14) calendar days. The reasons for the directive(s) shall be set forth in writing by the Chief of Police. Any action taken by the Employer under this provision shall be subject to the grievance procedure if it appears that the action taken is unwarranted or unjust.

6.7 Training

6.7.1 Mandatory training is that in which the employee's attendance is required by the Employer. Mandatory training shall be considered compensable hours worked at the employee's applicable rate of pay. For compensation purposes, mandatory training shall include travel time round trip to and from such training. Employees directed to attend mandatory training shall be provided with a two (2) week notification for unscheduled shift changes.

6.7.2 Voluntary training is that in which the employee requests to attend training for individual career enhancement or advancement. Voluntary training shall not be considered compensable hours worked, even though the Employer may pay for all or part of the training, provided the guidelines in the Fair Labor Standards Act are followed. The employee's work schedule may be adjusted to accommodate the employee's request for voluntary training.

6.7.3 An employee who feels that the Employer is operating outside of the F.L.S.A. guidelines, as it pertains to voluntary training, may directly or through their Guild Representative bring this issue to the attention of the Employer for adjustment. If the question is not resolved, the employee may seek whatever legal recourse is available under federal or state statutes to address the question at hand.

6.8 Seniority

6.8.1 Each employee shall have seniority standing equivalent to the continuous length of service within the employee's entry-level job classification unless this specific seniority application is modified by other provisions of this Agreement. An employee must have twelve (12) months continuous service with the department to be eligible for vacation seniority.

6.8.2 Reduction In Force: Employees shall be laid off in the reverse order of the employee's seniority within their respective entry level job classification and shall subsequently be recalled in a similar fashion; i.e., the last employee laid off shall be the first recalled.

6.8.3 Seniority shall be terminated by separation from employment with the Employer, except in the case of a reduction of force, or an authorized leave of absence. Seniority shall be maintained by the affected employee(s) for twenty four (24) months from the effective date of the reduction in force or from the effective date of an authorized leave of absence unless otherwise denoted in this Agreement.

6.9 Employee Evaluations

6.9.1 Performance evaluations shall be returned to the employee within thirty (30) calendar days after being reviewed and signed by the employee unless circumstances beyond the Employer's control prevents the normal processing of the evaluation.

6.10 Leaves of Absences

6.10.1 Medical Leave: An employee may apply for a leave of absence due to a medical problem that causes the employee to be unable to perform his or her regular duties. Such requests must be in writing and accompanied by a corroborating statement from the employee's attending physician estimating the amount of time that the employee will be unable to perform his or her duties. Once the employee has exhausted all accrued leaves during such period of disability, the Employer shall grant a medical leave

of absence, without compensation and without accrual of benefits to the employee, such that the total time off work during such period is up to six (6) months.

6.10.2 The Employer may require that the employee submit to an examination by a physician of the Employer's choice at the Employer's expense at any time prior to or during this leave of absence. An employee on such leave of absence shall provide the Employer with periodic updates from his or her own physician.

6.10.3 Extensions of a medical leave of absence, beyond the time guaranteed above shall be at the sole discretion of the Employer. An employee on such leave may return to work early if the Employer is notified in advance. Failure or inability to return from leave on or before the established date may result in termination.

6.10.4 Regular Leave: A leave of absence must be requested in writing and be submitted to the Chief. The Employer reserves the right to approve or deny any leave requested. No benefits, such as vacation or sick leave are earned while on leave. Leaves in excess of six (6) months shall require an adjustment of the employee's seniority date.

6.10.5 Employees on leave may return early from leave if they notify their supervisor in advance. Failure to return from leave on or before the agreed upon date may result in termination.

6.10.6 Leaves Provided by Applicable Statute. The Employer will provide employees with family and medical leave, pregnancy disability leave, military leave and other paid and unpaid leave required by State and Federal law including:

- a) Family and Medical Leave (29 U.S.C. 2601 et seq., and RCW 49.78)
- b) Family Care Act Leave (RCW 49.12.265)
- c) Pregnancy Disability Leave (RCW 49.60)
- d) Leave for Victims of Domestic Violence, Sexual Assault and Stalking (RCW 49.76)
- e) Leave for Spouses of Deployed Military Personnel (RCW 49.77)
- f) Leave for Certain Emergency Services Personnel (RCW 49.12.460)

Leave eligibility, benefits and requirements will be determined by applicable law and will be administered according to the Employer's policy.

6.11 Personnel Files

6.11.1 Personnel records are maintained on all employees and are the property of the Employer and are maintained by the Human Resources Director. The records include, among other things, an employee's application, any examination materials, reports of the results of any employment reference checks, a list of positions held and pay rates received, performance evaluations, memos or letters regarding any disciplinary actions or other counseling sessions, and records regarding fringe benefits administration.

6.11.2 An employee's personnel records are confidential. Only the employee, the employee's immediate supervisor and Chief or designee and the Human Resources Director or other appropriate personnel authorized by the City Manager, may examine employee personnel records. Employees are entitled to review their own personnel file upon request. Employees may request the removal of information they deem irrelevant, erroneous, or outdated. Upon consultation with the department head, final determination of the retention of such material shall be made by the Human Resources Director. The employee shall have the opportunity to submit a letter of rebuttal regarding any information contained in the file that is in dispute.

6.11.3 Confidential personnel records shall not be released to any other unauthorized individuals, except with the written consent of the employee, in response to valid court orders or government request directing the provisions of information from personnel records, or if disclosure is otherwise required by applicable law.

6.11.4 All employees are required to provide their current home telephone number and address to their Employer.

7 EMPLOYEE BENEFITS

7.1 Clothing and Equipment Allowance

7.1.1 It is the intent of the Employer to maintain the quality of uniforms to the highest law enforcement standards. This Agreement does not prohibit the Employer from obtaining the best price possible by bidding with businesses currently supplying the department with uniforms and cleaning.

7.1.2 The proper uniform shall consist of such items of apparel and equipment as approved by the Chief of Police. A listing of uniforms and equipment which is applicable under the quartermaster system shall be maintained for employee/employer reference.

7.1.3 Employees required by the Chief of Police to wear a uniform shall be furnished with all necessary apparel and equipment on a quartermaster system. A committee, consisting of one Sergeant, a Patrol Officer, and the Chief, or designee will be formed to set the minimum quantity of the various items needed for a complete uniform. Once the minimum quantity has been established, the Employer will furnish each officer with the quantity of uniform apparel and equipment established by the committee. Replacement of worn apparel and equipment will be on an as needed basis. The cleaning of said apparel and equipment shall be provided by the Employer on a weekly basis.

7.1.3.1 Notwithstanding Section 7.1.3 above, the maximum allowable amount for the purchase or replacement of work boots (which constitute part of the employee's uniform) shall be an amount equivalent to the retail price of the "Danner Acadia" boot as set forth on Danner's website.

7.1.4 Employees assigned as detective will receive an allowance up to six hundred dollars (\$600) dollars per calendar year. In addition, the employee's uniforms and equipment shall be maintained in the same manner as the uniformed personnel.

7.1.5 An employee who has authorized personal items damaged or destroyed in the line of duty, provided that the loss is not directly related to employee negligence, shall be reimbursed by the Employer for replacement and/or repair costs. If the damage is directly related to the arrest of a suspect, it shall be the employee's responsibility to ensure that the City Attorney and/or Prosecutor are advised of the damage or loss so that Employer reimbursement may be sought through the criminal justice system.

7.1.6 Upon separation of employment (regardless of the reason for separation), employees shall return all clothing, equipment, and other items purchased by the Employer that were issued to the employee.

7.2 Health and Welfare

7.2.1 For medical coverage effective January 1, 2020, all employees in the bargaining unit and their eligible dependents will be enrolled in the LEOFF Health and Welfare Trust Plan F. Employee premium contributions shall be through payroll deduction in the preceding pay period (e.g. January premiums are deducted from the December pay period).

7.2.2 The City and the Employee will share the expense of the premiums for medical insurance as follows:

1. From January 1, 2020 until December 1, 2020, the Employer will pay 93% and the Employee will pay 7% of the full premium through a payroll deduction.
2. From December 1, 2020 until December 1, 2021, the Employer will pay 92% and the Employee will pay 8% of the full premium through a payroll deduction.
3. From December 1, 2021 until December 1, 2022, the Employer will pay 91% and the Employee will pay 9% of the full premium through a payroll deduction.
4. From December 1, 2022 forward, the Employer will pay 90% and the Employee will pay 10% of the full premium through a payroll deduction.

7.2.3 Employees may elect to create "excess savings" to their medical premium benefit dollars through the following methods:

- a) By voluntarily declining coverage for an eligible spouse and/or dependent(s).

7.2.4 Employees who create "excess savings" to their medical premium benefit dollars as outlined above shall receive fifty (50) percent of the created excess savings as Employer funded contributions into a Voluntary Employees' Beneficiary Association (VEBA) account established by the employee with VEBA Trust. Excess savings are calculated by subtracting the reduced cost of the full premium from the Employer paid contribution rate established for the LEOFF Health and Welfare Trust Plan F. No Employer funded VEBA contribution will occur if there is no excess savings to an employee's medical premium benefit dollars.

7.2.5 Individually and collectively, employee VEBA accounts will be governed by the terms, policies and conditions set forth by the VEBA Trust administrators and applicable Internal Revenue Service codes.

7.2.6 Individually and collectively, employees and dependents insurance plan eligibility will be governed by the underwriting rules and policies of the LEOFF Health and Welfare Trust as long as insurance is provided through that source.

7.2.7 Dental Insurance: Effective January 2020 the Employer will pay the full premium cost of the Delta Dental PPO Enhanced 100/80/50 Plan. The Employer shall enter into a Dental Care Service Contract with Delta Dental of Washington for dental coverage and make the required monthly contributions for each employee who was compensated for eighty (80) hours or more in the preceding month. The required premium contributions on behalf of each eligible employee shall be made by the tenth (10th) of each month.

7.2.8 Vision Insurance: Effective January 2020, vision benefits are provided through the LEOFF Health and Welfare Trust Plan F.

7.2.9 Long Term Disability Insurance: The Employer shall remit the monthly premium for long-term disability insurance for non-LEOFF I commissioned officers provided through the Washington Council of Police Officers. The payment for this coverage shall be funded via a payroll deduction. The specific insurance provider of this benefit may be changed upon mutual agreement of the Guild and the Employer.

7.2.10 It shall be the responsibility of the employee to notify the Employer's personnel or payroll offices in writing within thirty (30) days of any change of dependent coverage (e.g. marriage, divorce, newborn), regarding Employer paid benefits; lack of such notification shall result in the employee reimbursing the city for excess insurance premium costs paid.

7.2.11 If no successor Collective Bargaining Agreement is agreed to by December 31, 2022, the medical cost share shall remain at 90% Employer contribution share and 10% employee contribution share unless something to the contrary is mutually agreed to by the parties. Nothing in this section

shall be construed as to limit the parties' ability to negotiate a different cost share with an effective date of January 1, 2023.

7.2.12 Eligible "dependents", for purposes of health insurance coverage under this Section 7.2, shall mean dependents of employees up to the age of 26 years old. After a dependent reaches age 26, he/she may continue to receive health insurance coverage, if permitted by the terms of the applicable health care plan, at the employee's sole expense through a payroll deduction.

7.3 Bereavement Leave

7.3.1 An employee shall be allowed to utilize accumulated sick leave with full pay for the purpose of making arrangements for and/or attending funeral services of a person related by blood, marriage, or legal adoption; including grandparent, parent, spouse, brother, sister, child, grandchild, or any relative living in the employee's household.

7.3.2 At the discretion of the department head or designee additional relatives or in-laws may be considered immediate family for the purpose of bereavement leave if the Chief or designee believes the employee had a close relationship with the deceased. Any decision made regarding the granting or denial of bereavement leave shall not be considered as precedent setting for any subsequent requests made in accordance with this provision.

7.3.3 The first two (2) days of bereavement leave shall not be debited against the employee's sick leave. This provision shall also be applicable for the designated K-9 handler in the event the handler's dog is killed in the line of duty.

7.4 Sick Leave

7.4.1 Sick leave with pay shall accrue at the rate of eight (8) hours of sick leave for each month of continuous service. Any sick leave accrued which is unused in any year shall be accumulated for succeeding years. Sick leave shall not accrue during leaves of absence without pay or layoff. Probationary employees shall be eligible for paid sick leave. Sick leave shall be granted for the following reasons.

- a) Personal illness or physical incapacity resulting from causes beyond the employee's control.
- b) Enforced quarantine of the employee by a physician.
- c) Illness within the immediate family (spouse, parents and legal dependents) of the employee necessitating the employee's absence from work.
- d) Medical or dental treatment within the immediate family of the employee as defined above necessitating employee's absence from work.
- e) Maternity leave.
- f) Any other purpose authorized by applicable law.

7.4.2 When an employee utilizes accrued sick leave, the employee is required to notify the supervisor as soon as possible prior to the start of the employee's shift or immediately upon onset of sickness while on duty.

7.4.3 Absence for part of a day for reasons in accordance with these sick leave provisions shall be charged against accrued sick leave in an amount not less than one-half hour. Regular days off shall not be charged against sick leave.

7.4.4 An employee injured on the job and who qualifies for State Industrial insurance may request to have their accrued sick leave benefits pro-rated to ensure that the employee continues to receive a regular net paycheck. In the event that a LEOFF II employee exhausts all of his/her accrued sick leave benefits prior to being released to return to work, the Employer shall continue to provide the same pro-rated sick leave benefits for a period of time not to exceed six (6) months from the original date of the employee's job related injury and/or illness.

7.4.5 When the employment of an employee is terminated (for whatever reason) or in the case of the employee's death, accrued sick leave up to a maximum of seven hundred and twenty (720) hours shall be paid to such person or his/her estate. The last uncompleted year of service shall be pro-rated based upon the number of months completed in the last year of service. The following formula will be used to compute payment:

Number of years of service (max 30) divided by 30	X	Employee's total accumulated Sick Leave Hours	=	If this value is less than or equal to 720 hours, use this value. If this value greater than 720 hours, then use 720	X	Employee current hourly rate of pay	=	Compensation due to employee
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Notwithstanding the foregoing, an employee who voluntarily resigns and fails to give at least fourteen (14) calendar days advance notice of intent to resign will not be entitled to receive any payment for accumulated sick leave.

7.4.6 To receive sick leave pay in excess of three (3) consecutive working days, an employee may be required to present a statement by a physician certifying that the employee's condition prevented him/her from performing the duties of his/her position during the period of illness. In addition, the Chief of Police may require a physician's statement for sick leave of less than three (3) days duration if there is suspected abuse of the sick leave program.

7.4.7 The Employer shall retain the right to take corrective steps to deal with sick leave abuse or situations where the employee has prolonged and/or frequent or regular absences. Corrective steps may include requiring medical consultations, doctor's slips or disciplinary action, including dismissal.

7.4.8 An employee shall be allowed to donate a portion of their accrued sick leave hours to another employee who is ill or disabled. Such donations are limited to cases in which the donee is suffering from an injury, illness or disability preventing him or her from returning to work, and in which the donee has exhausted all of his or her accrued paid leave time. The donee first must have exhausted his or her leave time and may not receive more than three hundred sixty (360) hours accumulative from donors for any one injury or illness in any one calendar year. Donated hours are excluded from termination sick leave pay-off provisions.

7.5 Longevity

7.5.1 Employees shall receive longevity pay in proportion to their continuous years of service as a full time police officer with the City of Chehalis at the following percentages of base monthly salary:

After 5 years	After 10 years	After 15 years	After 20 years	After 25 years
1%	2%	3%	4%	5%

7.6 Holidays

7.6.1 The employees shall receive ten (10) paid holidays. For the purpose of application of this provision, the holidays specified below are designated holidays:

New Years Day	January 1
Martin Luther King's Birthday	3 rd Monday in January
Presidents Day	3 rd Monday in February
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	1 st Monday of September
Veterans Day	November 11
Thanksgiving Day	4 th Thursday in Nov.
Day after Thanksgiving	Day after Thanksgiving
Christmas Day	December 25

7.6.2 An employee who is required to work a designated holiday shall be compensated at time and one-half for all hours worked at the employee's applicable rate of pay. An employee who desires to have overtime, which is earned on a holiday, credited as compensatory time shall notify the Employer in writing no later than January 15th of each calendar year. Such decision shall be irrevocable until the following calendar year. This determination only applies to the additional one half time actually earned on a recognized holiday, during a normal scheduled work shift. For compensation purposes, the commencement and/or ending of a designated holiday shall be 12:00 midnight.

7.6.3 The Employer may designate an employee(s), who is scheduled to work, to take the designated holiday off. Employees who are given the day off shall have the amount of hours off debited from their vacation accrual. The city's day of observance may be recognized as the designated holiday for non-rotating day shift personnel for the purpose of designating time off.

7.7 Vacation

7.7.1 Annual leave shall be accumulated by and granted to employees. An employee shall not be entitled to use annual leave benefits until such time as they have been employed continuously for one (1) year. Annual leave credits shall accrue from the beginning of employment and effective January 1, 2020, shall accumulate as follows:

Completed Years of Service	Accrual Rate Hours per Month	Hours of Accrued Vacation
0	7.33	88
1	7.33	88
2	8.00	96
3	8.66	104
4	9.33	112
5	10.00	120
6	10.00	120
7	10.66	128
8	11.33	136
9	12.00	144
10	12.66	152
11	13.33	160
12	13.33	160
13	14.00	168
14	14.00	168
15	14.66	176
16	14.66	176
17	14.66	176

18	15.33	184
19	15.33	184
20	16.00	192
21	16.00	192
22	16.66	200
23	16.66	200
24	17.33	208
25	17.33	208
26 yrs. and greater	18.00	216

7.7.2 On January 1st of each calendar year or prorated on the employee's date of hire, each eligible employee's vacation bank shall be credited with (99) ninety-nine holiday hours (8 hours of which shall be for a floating holiday). In the event of termination, holiday hours credited but not earned will be debited from the employee's accrual prior to issuing the employee's final paycheck.

7.7.3 Vacation leave may be accumulated to a maximum of three hundred twenty (320) hours. Vacation leave exceeding three hundred twenty (320) hours shall, at the end of the calendar year, be cashed out hour for hour at the employee's applicable rate of pay.

7.7.4 Vacation bids shall be based on an employee's seniority within the employee's classification rather than the employee's departmental seniority. Within a designated shift, Sergeants shall have preference over their subordinates for vacation bidding purposes. All other employees shall utilize departmental seniority, within their classification, for vacation bidding preferences within their designated shift assignment.

7.7.5 Sergeants shall have the first opportunity to bid on one (1) vacation period during each calendar year, followed by officers on each Sergeant's shift using seniority.

- a) To enable the Employer to assess training opportunities and scheduling options, no employee vacation bids/requests may be submitted between January 15th and January 31st for the following calendar year, except with the consent of the Employer.
- b) Beginning January 15th and at any time thereafter during the following calendar year, the Employer may reserve up to fifteen (15) calendar days on which no employee vacation bids/requests will be approved, except with the consent of the Employer (Employer shall not change these 15 days once communicated to the Guild). Existing vacation bids/requests already approved on a date subsequently reserved by the Employer will be honored in accordance with the terms of Section 7.7 Vacation.
- c) Beginning February 1st of each calendar year, vacation scheduling for the remainder of the calendar year shall be on a first come first serve basis. In the event that two officers on the same shift request the same day off, the selection shall be based upon rank then seniority.

7.7.6 An employee shall be permitted to schedule and take their vacation in conjunction with their regularly scheduled days off. Employees shall not have their shift artificially adjusted to coincide with the designated work week.

7.7.7 The Employer shall maintain two vacation schedules. The Patrol Officers and Sergeants shall be on one schedule. A maximum of three (3) employees on this schedule shall be allowed to be on vacation at the same time, but in no case shall the employees be on the same shift. The second schedule shall consist of departmental employees not assigned to patrol duties. The Employer shall determine the maximum number of employees permitted to be on vacation at the same time on the second schedule.

7.7.8 Seniority bidding shall be utilized on blocks of forty (40) hours or more. Work weeks that do not facilitate a forty (40) hour vacation block due to regular shift rotations or circumstances beyond the employee's control shall fall within the forty (40) hour vacation block definition even though the period of time scheduled off may be less than forty (40) hours. Vacation selections of less than forty (40) hours shall be on a first submission basis following the completion of the seniority bid selection.

7.7.9 Once scheduled, an employee's vacation shall not be changed nor shall the employee be called back from vacation unless an emergency exists. The term "emergency" shall not include Employer scheduling errors, court appearances where the prosecutor can reschedule or postpone the trial appearance, or the payment of overtime to fill vacant shifts.

7.7.10 An employee who is required to return from a scheduled vacation to fill a vacant shift, shall not have the days worked debited from their respective vacation banks and shall be compensated at time and one-half for all hours worked at the employee's applicable rate of pay.

7.7.11 Upon termination of employment, employees with more than one year of service shall be paid for all unused accumulated vacation leave earned within the stated limitations. Unused accumulated vacation shall be paid to the employee's estate in cases where the employee has died. While on annual leave, employees shall be paid at their current rate of pay. No employee shall be paid for unearned vacation leave.

7.7.12 When an employee transfers from one department within the Employer's service to another, the vacation leave credits shall also be transferred.

7.7.13 The Chief of Police or designee may grant a change in scheduled vacation if ten (10) day prior written notice is given by the employee so long as the rescheduling does not infringe upon any other employee's previously scheduled vacation.

7.8 Tuition Reimbursement

7.8.1 Reimbursement of tuition and book fees may be granted for approved job related courses of study provided through any accredited college or university. Conditions for tuition and book reimbursement shall be:

- a) An employee must be full-time in order to be eligible for tuition and book reimbursement.
- b) Prior approval of the course work must be obtained from the Chief of Police Services and City Manager.
- c) An employee must complete course work with a grade "C" or better or "Pass" in pass/fail system.
- d) If prepayment is not made, then the employee must apply for reimbursement within sixty (60) calendar days following completion of course work each term of class, quarter and/or semester.
- e) An employee is expected to seek courses and/or correspondence course at/from accredited colleges or universities with the lowest tuition fees provided that; 1) an employee's work schedule can reasonably accommodate the courses at such college or university including but not limited to reasonable commuting time; and 2) the courses available at the least expensive college or university are transferable to a four (4) year institution.

7.8.2 Upon completion of an authorized course, books and/or material which are returnable shall be sold back to the bookstore. Money recovered shall be returned to the Employer by means of a personal check or money order.

7.8.3 No funding shall be made available to any employee for participation in a Doctoral program.

7.8.4 Employees may request prepayment of authorized anticipated expenses for tuition and books. Failure of the employee to receive a qualified grade, as set forth in Section 7.8.1 shall result in the prepayment advance being refunded to the Employer through either a payroll deduction, an employee's personal check, or money order.

7.8.5 Following completion of any course for which prepayment or reimbursement of fees has been provided in accordance with this section; an employee must remain in the services of the Employer for at least as long a period of time as the term in which that course was offered. Failure to do so (except for any reason not controlled by the employee) shall result in prorated repayment of fees to the Employer by the separating employee.

8 SALARY SCHEDULE

8.1 Employee Classifications and Wages

- a) The salary schedule is attached to this agreement as an Appendix.
- b) An employee's signature on a time sheet does not constitute a waiver of the employee's right to seek contractual redress of pay related issues which may be erroneously reflected on said time sheet.

9 GRIEVANCES

9.1 Definition

9.1.1 All grievances, defined as a dispute or disagreement concerning the interpretation, application, or alleged violation of a specific provision of this Agreement and alleged inappropriate, improper, or unwarranted disciplinary action, shall be settled as provided in this article. Grievances shall be processed in strict accordance with the following procedures and stated time limits unless mutually waived in writing.

9.1.2 An employee electing to utilize the appeal process available through the Civil Service Rules and Regulations shall forfeit their right to utilize the grievance procedure as set forth in this provision. Employees may not file simultaneous appeals through the grievance procedure and the Civil Service Rules and Regulations. In addition, parties agree that pursuing a grievance to arbitration under this Article 9 constitutes an election of remedies and a waiver of any and all rights by Guild and persons represented by the Guild to litigate or otherwise prosecute the grievance and its subject matter in a court of law or other forum.

9.1.3 The parties recognize that probationary employees may not grieve discipline imposed upon them (including termination) during their respective probationary period.

9.2 Procedure

9.2.1 Prior to initiating the contractual grievance process, the aggrieved employee may discuss the grievance with the Chief of Police or designee.

9.2.2 An employee grievance shall be submitted to the Guild for determination of merit. If the Guild decides that the grievance lacks merit, no further action is necessary on the Guild's part, but the employee may proceed on his/her own.

9.2.3 If an employee and/or the Guild has a grievance, it must be submitted in writing to the Chief or the Chief's designee within ten (10) working days from the date of occurrence or from the date the employee and/or the Guild would have reasonably become aware of the alleged problem. If the grievance is not submitted within the stated time limitations, the grievance shall be deemed to be waived. This written notice shall include the following:

- a) Statement of the grievance and relevant facts;
- b) If applicable, the specific provision(s) of the Agreement violated;
- c) Remedy sought;
- d) Copy to the City Manager.

9.2.4 Following written notification of the grievance, the employee and/or the Guild shall schedule a meeting with the Chief of Police or designee and the grievant. If the grievance is not satisfactorily resolved, the Chief of Police or designee shall respond in writing, unless withdrawn by the Guild, within a reasonable amount of time as to his/her position on the grievance. The grievance shall then be referred to the City Manager unless withdrawn by the Guild.

9.2.5 Once referred to the City Manager, the Guild shall schedule a meeting with the City Manager to discuss the grievance. If the matter remains unresolved, the City Manager shall respond in writing within a reasonable amount of time as to the Employer's official position on the grievance.

9.2.6 If the grievance is not resolved to the satisfaction of both parties as set forth in the forgoing paragraphs, the grievance shall be submitted to the Chehalis Civil Service Commission or to grievance arbitration as set forth in Section 9.3. Issues that are submitted to grievance arbitration may not be submitted to the Civil Service Commission for resolution.

9.2.7 Disciplinary action which does not create a property loss, (i.e., loss of accrued leave credit, suspension, demotion, or discharge) shall not proceed to arbitration or to a Civil Service hearing. Advancement to arbitration shall be deferred, contingent upon subsequent actions of the employee and Employer.

- a) If the employee becomes subject to another disciplinary action, and if the Employer relies upon the deferred action to support its new disciplinary action, then both disciplinary actions shall advance to arbitration, and the original deferred grievance shall be heard and adjudicated first, and the latter disciplinary action shall be heard and adjudicated second.

9.2.8 Nothing contained in this provision shall be construed to prevent a Civil Service appointed position from seeking resolution to a lesser disciplinary action in front of the Civil Service Commission without Guild representation.

9.3 Grievance Arbitration

9.3.1 The parties shall attempt to select a mutually agreeable Arbitrator. If the parties are unable to agree upon an arbitrator, either party may request a list of seven (7) independent arbitrators from Public Employment Relations Commission to hear the issue in dispute. Such reference to arbitration will be made within thirty (30) calendar days after the decision in Section 9.2.5. Upon receipt of the independent arbitrator list, the parties shall select the arbitrator by alternatively striking a name from the list until only one (1) name remains. The party entitled to make the first strike of an arbitrator's name shall be determined by the flip of a coin. The parties shall select the arbitrator within fourteen (14) calendar days of their receipt of the list of arbitrators.

9.3.2 In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

- a) When an interpretation and application of this Agreement falls within the issue at hand, the arbitrator's power shall be limited to interpretation or application of the express terms of this Agreement. The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change, or modify the terms of this Agreement.
- b) The arbitrator shall conduct a hearing at which the parties may submit their cases concerning the grievance. The arbitrator shall accept proffered evidence deemed relevant and admissible by him/her (and shall be empowered to request such additional information as he/she may deem necessary). Each party may call such witnesses as may be necessary. Each party may be represented by an attorney. The arbitrator shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except in the presence of both parties and upon mutual agreement (provided, however, the arbitrator may, in his/her discretion, allow the parties to submit post-hearing briefs). The arbitrator shall be empowered to establish the procedures of the arbitration which are not otherwise specifically articulated in this Section 9.3.
- c) The decision of the arbitrator shall be final, conclusive and binding upon the Employer, the Guild, and the employees involved provided the decision does not involve action by the Employer which is beyond its jurisdiction.
- d) Each party shall bear the cost of presenting its own case. The expenses of the arbitrator, if any, shall be borne equally by both parties.
- e) Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof, provided, however, if the other party requests a copy, such cost shall be shared equally.

9.3.3 Arbitration awards shall not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based, that date being ten (10) working days or less prior to the initial filing of the grievance pursuant to the procedures outline above in this Article 9.

10 GUILD BUSINESS

10.1 Guild Representative Access

10.1.1 It is agreed that, for the purpose of carrying out the terms of this Agreement and contacting the employees regarding Guild affairs, the representative for the Guild shall have the right to enter and visit the establishment during business hours. The Employer shall furnish a bulletin board for posting notices of Guild business for the employees.

11 GENERAL PROVISIONS

11.1 Severability

11.1.1 If any provision of this Agreement or the application of such provisions shall be in any court or by other governmental action be held invalid, the remaining provisions and their application shall not be affected thereby. Provided, however, upon such invalidation the parties' signatories hereto agree to immediately meet to re-negotiate such parts or provisions affected.

11.2 Civil Service

11.2.1 Except as specifically provided otherwise in this Agreement, the Chehalis Civil Service Commission's rules and regulations effective at the time of entering into this Agreement pertaining to hiring, promotion, demotion, discipline, and retention (including termination and reduction in force) shall prevail. The Employer agrees to negotiate over proposed changes to wages, hours, and terms and conditions of employment that are mandatory subjects of bargaining.

11.3 Use of Reserves

11.3.1 Reserve officers shall only be used to supplement the normally scheduled work force, but may be used as direct replacements after all available work has been offered to off-duty bargaining unit members.

12 EMPLOYEE DISCIPLINE

12.1 Just Cause

12.1.1 All disciplinary action, including suspension and termination, taken against an employee shall only be for just cause, provided, however, this provision shall not apply to the first twelve (12) months of an employee's initial employment with the Employer, during which time the employment status shall be strictly at will,

12.2 Types of Discipline

12.2.1 Progressive discipline is acknowledged and utilized by the Employer. The forms of discipline generally utilized in seeking corrective action may include, but shall not be limited to: verbal reprimand (reduced to writing to reflect its occurrence), written reprimand, demotion, suspension, and/or employment termination. Verbal reprimands may not be grieved by either the employee or the Guild.

12.2.1.1 In the event the Employer issues a written reprimand, the issuer of the written reprimand shall state within the reprimand the date upon which it shall be removed from the respective employee's personnel file if the employee does not engage in the same or similar conduct during the designated time frame (which shall be between one and three years – in the discretion of the Employer).

12.2.1.2 The Employer may also, in its discretion, decide to provide employees with non-disciplinary verbal coaching/counseling and/or written memorandums of non-disciplinary coaching, counseling, and/or training to address low level performance issues. None of the foregoing types of non-disciplinary actions are subject to the grievance procedure in this Agreement.

12.2.2 The parties recognize that some infractions are so serious that discharge can occur with the first violation. If management or supervisory personnel of the City determine that a particular offense by a particular employee is a "serious offense," then the City is not obligated to initiate discipline with a verbal reprimand, but may, in its sole discretion, apply any stage of disciplinary action deemed appropriate.

12.3 Disciplinary Investigations

12.3.1 Prior to an employee being interviewed by the Employer or designee regarding non-criminal matters which may lead to disciplinary action, an employee shall receive written notification, providing the following information:

- a) The basis of the alleged inquiry and the policies alleged to have been violated; and
- b) Notice of his or her right to have a Guild representative present at the interview; and
- c) A copy of the original written complaint which caused the inquiry to be initiated.

12.3.2 Interviews and Investigation. In cases of serious violations, which may result in a written reprimand, suspension, demotion or termination, the complaint must also be forwarded to the Guild. The interview of an employee concerning action(s) or inactions(s), which, if proved, could reasonably

lead to a written reprimand, suspension without pay, demotion, or discharge for that employee, shall be conducted under the following conditions and procedures:

- a) The outcome of administrative reviews/internal investigations shall be a finding that is categorized as either "sustained," "not sustained," "unfounded," or "exonerated."
- b) The Employer shall inform the employee within a reasonable time after a complaint is made against him/her which will result in a formal investigation of said employee. The Employer shall endeavor to provide this notice within three working days, but the parties acknowledge that circumstances could exist which delay the Employer's ability to provide the notice within that timeframe. When the Employer provides the notice, it shall inform the employee in writing, with a copy to the Guild, of the nature of the investigation; the specific allegations related thereto; and the policies, procedures and/or laws that form the basis for the investigation; and shall be advised that an opportunity to consult with a Guild representative will be afforded prior to the interview. Absent exigent circumstances, the Employer shall provide the employee who is the subject of the investigation with 72 hours advance notice prior to his/her investigatory interview. The employee may waive the seventy-two hour notice in writing only.
- c) The requirements of these shall not apply if (1) the employee is under investigation for violations that are punishable as felonies or misdemeanors under law, or (2) notices to the employee would jeopardize the administrative investigation.
- d) If a complainant has filed a formal complaint regarding an action or inaction of an employee and the Employer deems further investigation is necessary, the employee shall be provided a copy of the complaint as soon as practical, with a copy forwarded to the Guild. If a fact finding determines that there is no basis for further investigation, the Employer shall inform the employee in writing of the existence of the original complaint and the outcome of the fact finding.
- e) The employee shall have the right to have a Guild representative present during any interview, which may reasonably result in discipline of the employee. The Guild representative may not obstruct or hinder the interview, but he/she can clarify points, ask questions of the interviewee at the conclusion of the investigator's questions, or point out pertinent information to assist in gathering facts. The opportunity to have a Guild representative present at the interview or the opportunity to consult with a Guild representative shall not unreasonably delay the interview. However, if the interview begins with the consent of the employee in the absence of a Guild representative, but during the interview the employee concludes that assistance is required by reason of increasing seriousness of the disciplinary problem, the employee shall be allowed a reasonable time not to exceed seventy-two (72) hours in which to obtain a Guild representative.
- f) To the extent reasonably possible, all interviews under this Section shall take place at the Police Department facilities.
- g) The Employer may schedule the interview outside of the employee's regular working hours; however, in that event the appropriate overtime payment shall be made to the employee.
- h) The employee shall be required to answer any question concerning a non-criminal matter under investigation and shall be afforded all rights and privileges to which the employee is entitled under State or Federal laws.
- i) The employee shall not be subject to abusive or offensive language or to coercion, nor shall interviewer(s) make promises of award or threats of harm as inducements to answer questions.

- j) During an interview, the employee shall be entitled to such reasonable intermissions as the employee may request for personal physical necessities.
- k) All interviews shall be limited in scope to activities, circumstances, events and conduct that pertain to the action(s) or inaction(s) of the employee that is the subject of the investigation. Nothing in this Section shall prohibit the Employer from questioning the employee about information that is developed during the course of the interview.
- l) If the Employer tape-records the interview, a copy of the complete tape-recorded interview of the employee, noting the length of all recess periods, shall be furnished the employee upon the employee's written request. If the interviewed employee is subsequently charged with misconduct, at the request of the employee or on its own volition, the Employer shall provide a copy of the recording to the Guild on behalf of the employee.
- m) Interviews and Internal Affairs investigations shall be conducted as promptly as possible under the circumstances at the time. If an investigation cannot be concluded within thirty (30) days of its commencement, notification will be provided to the employee and the Guild with an explanation for the delay, along with an estimated completion date. The granting of extensions by Administration shall not be unreasonably withheld.
- n) The employee and the Guild shall be advised within 14 calendar days, in writing, of the results of the investigation and what future action, if any, will be taken regarding the matter investigated.

12.3.3 Pre-Disciplinary Hearing. A pre-disciplinary hearing shall be held by the Employer in cases in which the complaint is believed to be valid and sanctions are anticipated in order to provide the employee an opportunity to explain their perspective and clear their name regarding the matters at issue. The employee shall be provided notice of the hearing at least seventy-two (72) hours before the hearing date. The Employer shall schedule the hearing within a reasonable time after completion of the subject investigation, taking into account the complexity of the case and the schedules of the various personnel involved. Should additional investigation be required before a hearing can be set, the involved employee(s) shall be notified in writing of the delay and the expected completion date. The Employer and Employee may also mutually agree to waive the seventy-two (72) hour hearing notification requirement. The written notification of the hearing shall provide the following information:

- a) The basis of the alleged infraction;
- b) The applicable policies/rules/directives alleged to have been violated;
- c) Advice to the employee of his or her right to Guild representation during the hearing; and
- d) A copy of the complete investigative materials provided to the Chief (upon written request of employee).

A pre-disciplinary hearing shall be conducted during the employee's normal work hours unless the urgency to resolve the complaint dictates otherwise. If the employee is working a shift other than day shift, the pre-disciplinary hearing will be held as close as practical to the employees normal work hours.

The employee may, if the employee wishes, advise the Employer that he or she will not proceed with a pre-disciplinary hearing. Once the Employer has afforded the employee the opportunity of a pre-disciplinary hearing and the employee chooses not to participate, the Employer may proceed with disciplinary action.

Following the pre-disciplinary hearing, the Employer shall notify the affected employee in writing of the outcome within fourteen (14) calendar days of completion of the aforementioned pre-disciplinary hearing, not including the hearing date. If the Employer is unable to meet the foregoing deadline, it shall provide the employee with a written explanation of the reason for the delay and the estimated completion date. In cases where a timed letter has been placed into an employee's file, such letter shall be automatically removed from the file upon the expiration of the duration of the notice.

An employee shall be required to sign a disciplinary document prior to the same being placed in his/her personnel file to acknowledge receipt of the same. The employee's signature shall also acknowledge that the Employer is placing the disciplinary document in his/her file but shall not constitute an admission by the employee that he/she agrees with the discipline. The Employer shall provide notice to a member of the Guild's Executive Board when it imposes discipline upon a Guild member.

12.4 Administrative Leave

12.4.1 On a case by case basis, the Employer may place an employee on administrative leave with pay for an indefinite period of time, as determined by the Chief of Police or his designee to be in the best interests of the Employer during the pendency of an investigation or other administrative proceeding. Administrative Leave, with pay, shall not be considered "discipline" and as such may not be grieved under the grievance procedure of this Agreement.

12.4.2 Any employee under criminal investigation shall be placed on administrative leave (either paid or unpaid, as determined appropriate by the City in its discretion) until a decision is made as to whether criminal charges shall be filed against said employee. After a charging decision is made, the Employer shall decide whether it is appropriate to keep the employee on administrative leave (either paid or unpaid) or take other action in respect to the employee's continued employment. Nothing in this Section 12.4 shall be construed, however, as preventing the City from commencing its own administrative (civil) investigation into the employee's alleged conduct or from initiating disciplinary proceedings at any point (to include prior to when a criminal charging decision is made).

13 TERM OF AGREEMENT

13.1 This Agreement shall be deemed effective on January 1, 2020. Such agreement shall continue in effect through and including December 31, 2022.

EXECUTED THIS 25th day of February, 2020.

CHEHALIS POLICE OFFICERS GUILD

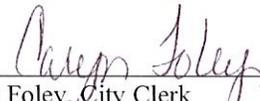
CITY OF CHEHALIS



Matt McKnight, Guild President



T. Jill Anderson, City Manager



Caryn Foley, City Clerk

14. APPENDIX "A"- SALARY SCHEDULE

14.1 2020 - 2022 Wages

Effective January 1, 2020: There will be a 3% increase for all Guild members to 2019 base wages.

Effective January 1, 2021: There will be a 3% increase for all Guild members to 2020 base wages.

Effective January 1, 2022: There will be a 3% increase to 2021 base wages for all Guild members.

14.2 Step Placement and Advancement

14.2.1 Non-Academy Graduate: A new employee, who is required to attend the Washington State Law Enforcement Academy, shall receive eighty percent (80%) of Step A until such time as the employee successfully completes his or her academy training provided that such employee is sent to the Academy within thirty (30) calendar days of employment. Such employee would become eligible for advancement from Step A to Step B on the first anniversary of his or her original date of hire with the City of Chehalis.

14.2.2 The Chief of Police, at the Chief of Police's sole discretion, may start a new hire up to Step D of the salary schedule depending on the employee's experience and job qualifications.

14.2.3 Merit Step Advancement: Advancement from one salary step to a higher salary step, not to exceed the maximum step of the salary range, shall be dependent upon the employee's job performance as evaluated by the Chief of Police. Merit step advancements are not to be granted automatically, but may be given annually, on or before the employee's anniversary date, to any employee who consistently meets or exceeds the standard requirements of the position. Annual performance evaluations shall be conducted on each employee, and the Chief of Police shall present the evaluations to the City Manager for review and consideration for merit advancement.

14.2.5 In the case of denial of merit advancement, written notification of such denial shall be submitted to the employee at the time of denial. Said notification shall include the specific reasons for the denial. Any denial of merit advancement, except in the case of probationary employees, shall be subject to the grievance procedure as contained in this Agreement.