

RESOLUTION NO. 5185

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF AUBURN AND THE AUBURN POLICE GUILD FOR 2016 -2018

WHEREAS, the City of Auburn recognizes the Auburn Police Guild as the exclusive bargaining representative of all employees designated as employees of the Auburn Police Guild; and

WHEREAS, in connection therewith, the City of Auburn and the management of the Auburn Police have negotiated a Collective Bargaining Agreement for the years 2016 - 2018; and

WHEREAS, the Agreement sets forth the mutual understanding and agreement of the parties relative to salaries and conditions of employment for those employees for whom the City recognizes the Auburn Police Guild as the collective bargaining representatives; and

WHEREAS, it is appropriate for the City Council to approve the Collective Bargaining Agreement for the years 2016 - 2018.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, KING COUNTY, WASHINGTON, HEREBY RESOLVES as follows:

Section 1. The Mayor is hereby authorized to execute a Collective Bargaining Agreement by between the City of Auburn and the Auburn Police Guild for the years 2016 - 2018, in substantial conformity with the Agreement attached hereto, marked as Exhibit "A" and incorporated herein by this reference.

Section 2. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

Section 3. This resolution shall be in full force and effect upon passage and signatures hereon.

Dated and Signed 7th day of December, 2015.

CITY OF AUBURN

Nancy Backus
NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid
Daniel B. Heid, City Attorney

EXHIBIT A

COLLECTIVE BARGAINING AGREEMENT 2016-2018

THE CITY OF AUBURN

AND

AUBURN POLICE GUILD

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**AGREEMENT
BY AND BETWEEN
THE CITY OF AUBURN
AND
AUBURN POLICE GUILD COMMISSIONED UNIT
2016-2018**

This Agreement is between the City of Auburn (hereinafter called the "City") and the Auburn Police Guild (hereinafter called the "Guild") for the purposes of setting forth the mutual understanding of the parties as to conditions of employment for those employees for whom the City recognizes the Guild as the collective bargaining representative.

ARTICLE 1 – RECOGNITION AND BARGAINING UNIT

1.1 The City recognizes the Auburn Police Guild as the exclusive bargaining representative for all active employees designated as Commissioned Law Enforcement Police Officers, excluding all other employees of the department, and as certified by the Public Employees Relations Commission Case No. 5520-E-84-993, December 27, 1984.

ARTICLE 2 – GUILD MEMBERSHIP AND DUES DEDUCTION

- 2.1 Employees shall, as a condition of employment, either become members of the Guild or pay a service fee to the Guild within thirty-one (31) days of employment or within thirty-one (31) days of the execution date of this Agreement.
- 2.2 Failure by an employee to abide by the above provisions shall constitute cause for discharge of such employee provided that when an employee fails to fulfill the above obligation, the Guild shall provide the employee and the City thirty (30) days notification in writing of the Guild's request to initiate discharge action. During this period, the employee may make restitution in the amount which is overdue. Should the employee make such restitution, the request for discharge shall be withdrawn.
- 2.3 The City agrees to deduct from the paycheck for each employee who has so authorized it, the initiation fee and regular monthly dues uniformly required of members of the Guild. The amount deducted shall be transmitted monthly to the Guild on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request.

ARTICLE 3 – GUILD ACTIVITIES

- 3.1 The Business Representative of the Guild shall be allowed access to all facilities of the City wherein the employees covered under this contract may be working for the purposes of investigating grievances, provided such Representative does not interfere with the normal work processes. No Guild member or officer shall conduct any Guild business apart from activities related to contract administration on City time and no Guild meetings will be held on City time or premises unless authorized by the Chief of Police, or designee. Off duty meetings may be scheduled and held on City premises.
- 3.2 The City agrees that employees covered by this Agreement shall not be discharged or discriminated against for upholding Guild principles or for performing duties authorized by the Guild, so long as these activities do not interfere with normal work processes of the City.
- 3.3 The employer will attempt to allow such members of the Guild as may be designated by the Guild, not to exceed three (3), leave from duty without loss of pay for the purposes of direct participation as members of the Guild negotiating team in labor negotiations with the City of Auburn, including mediation. Interest arbitration hearings shall also be included under this provision, provided that such leave shall not result in additional cost to the City.
- 3.4 The Guild shall have access and use of a copy machine through City Administration at \$.15 per copy.

ARTICLE 4 – HOURS OF WORK AND OVERTIME

- 4.1 Hours of Duty – The Chief of Police shall establish regular, work schedules for the members of the bargaining unit, such that the working hours for the employees shall be equivalent to forty (40) hours per week on an annualized basis. The normal workday shall be inclusive of the lunch period. While this section shall be construed as a waiver regarding the scheduling of individual employees to shifts, it shall not be construed as a waiver of the Guild's right to demand bargaining over City proposed changes in the length of the work shifts themselves.
- 4.2 Shift Schedule – Patrol employees shall work twenty (20) months on their primary shift schedules and four (4) months on their alternate shift schedules.
- 4.3 Those Police Officers that are assigned to the detective assignment will work four (4) consecutive days followed by three (3) consecutive days off, with Saturday and Sunday off. This schedule shall consist of ten (10) continuous hours inclusive of lunch periods.
The City requires minimum staffing levels in the Detective Division, Monday through Friday, in order to efficiently operate the 4/10 work schedule. Therefore,

voluntary time off shall not be granted when it would put the minimum staffing levels below two (2) detectives for the entire Detective Division. Furthermore, the City is not required to backfill for overtime if for some unforeseeable or uncontrollable reason minimum staffing levels are not met.

Additionally, detectives are considered non-required employees on holidays per Section 6.2 of the current CBA. Therefore, if a detective elects to work on a holiday, as set forth in Section 6.1, he/she shall be compensated at his/ her regular hourly rate of pay and shall bank the holiday.

The Police Chief, or designee, reserves the right to discontinue the 4/10 work schedule program at any time. The Guild shall not file a grievance if the Police Chief, or designee, discontinues the 4/10 work schedule for an individual Police Officer or for the entire detective assignment. The Police Chief, or designee, shall provide two (2) weeks notice when the decision is made to revert back to a five (5) day on and two (2) day off schedule or a 9/80 schedule. Furthermore, the Police Chief, or designee, may change the detective's scheduled day off with seven (7) days notice.

4.4 Training:

- a. Training will be scheduled during the employee's regular shift whenever reasonably feasible.
- b. If training cannot be reasonably scheduled during the employee's regular shift, it will be scheduled so that employees have a minimum of eight (8) hours separation between the end of the employee's work shift and the beginning of the training session. Similarly, there shall be a minimum of eight (8) hours separation between the end of the training session and the beginning of the employee's next scheduled shift. This requirement may be waived upon the voluntary written request of an employee.
- c. The parties agree that the administration may alter an employee's regular days off schedule to accommodate training; provided that the employee is given seven (7) days notice of the alteration, and provided further that any days off must be rescheduled before the end of the pay period during which the rescheduling occurred. The Police Officer may choose to schedule his/her days off during the succeeding pay period upon approval of the Police Chief, or his/her designee.

4.5 Overtime – Except as otherwise provided in this Article, employees shall be paid at the rate of time and a half (1 ½) of their regular rates of pay, inclusive of longevity, education, and premium pays, as defined by the FLSA for:

- a. All hours worked outside the regularly assigned shift in any one day.

- b. All hours worked on a regularly, scheduled day off; and
- c. The hours worked on the first and last day of a changed shift unless written notice no less than seven (7) calendar days in advance of the shift change from the employee's regular shift is given to the employee.

All overtime must be authorized by the Chief of Police, or designee. In all cases to compute overtime, or pay at an overtime rate, the nearest one-quarter (1/4) hour shall be used.

Overtime work at the Sergeant's level shall first be offered to Sergeants before it is given to a Police Officer on an out-of-class basis.

- 4.6 Compensatory Time – Payment for authorized overtime hours worked shall be pay or compensatory time at the employee's option, such option to be exercised at the time earned.

Compensatory time shall be earned and accumulated at the rate of one and one-half (1 ½) hours for each overtime hour worked; provided that the maximum allowable accrual shall be one hundred and twenty (120) hours of compensation.

All compensatory time accumulated by an employee in excess of forty (40) hours as of the 15th of November shall be paid at the employee's then current rate of pay at the last payday of November. At the option of the employee, any or all of the remaining forty (40) hours may be paid at that time, but no more than forty (40) hours of accumulated compensatory time shall be carried past the 30th of November.

The parties agree that it is unduly disruptive to the operations of the Auburn Police Department for employees to give less than forty-eight (48) hours written notice of their intent to use up to two (2) days of compensatory time off and an additional day of notice for every consecutive compensatory day off thereafter. This section shall be construed so that, for instance, the use of five (5) consecutive days of compensatory time off will require that the employee give the department a minimum of five (5) days written notice of his/her intent to do so. Compensatory time off can be used by employees with less notice, provided they obtain authorization from the Chief of Police or his/her designee.

The parties agree that it is unduly disruptive for employees to request the use of compensatory time off on any recognized holiday as set forth in Article 6 Section 1, when the granting of such time off would require the City to force another employee, who is not scheduled to work, to cover the shift.

- 4.7 Callback – If an employee is called back to duty, he/she will be guaranteed a minimum of three (3) hours at one and one-half (1 ½) his/her hourly regular rate.

- 4.8 Court Time – An employee required to testify in court on behalf of the Auburn Police Department during off duty hours shall be paid a minimum of four (4) hours at one and one-half (1 ½) times his/her hourly regular rate of pay for such attendance, except where such attendance is an extension of the end of his/her regularly scheduled shift, at which time, normal overtime procedures will apply. Minimum court time shall be paid unless the court appearance cancellation information is available to the employee by 5:00 p.m. the day before a required appearance. For court attendance, paid time shall be based on portal-to-portal from the Auburn Police Department to the court and return.
- 4.9 Standby – The City and the Guild agree that the use of standby time shall be consistent with sound law enforcement practices and the maintenance of public safety. Employees formally placed on standby status shall be compensated on the basis of four (4) hours straight-time pay for eight (8) hours or fraction thereof. If an employee is actually called back to work, normal overtime shall apply. Employees will be compensated when called back either through normal overtime or four (4) hours straight time, whichever is greater. Employee's who are "engaged to wait" within the meaning of the FLSA, and are restricted in their movement, shall have all such time considered as time worked at either the overtime or regular rate of pay as the circumstances warrant.
- 4.10 Cancellation of Court Appearance – When an employee complies with all departmental procedures on the day prior to a court appearance, and is notified on that date that the court appearance is still scheduled for the next day, the employee shall be entitled to receive the minimum payments provided by this Agreement, even if the court appearance is thereafter canceled.
- 4.11 Extra Duty – From time to time, outside organizations/businesses may request specific support from the City (e.g. security, traffic control, etc.) that may require participation by the City's Police Department. Provisions of 29CFR Chapter V, Wage and Hour Division, Department of Labor, Part 553, Section 227, and referenced paragraphs of the Act will govern extra duty.
- (1) Extra duty may only be performed when assignments are solely at the option of the individual officer.
 - (2) Officers performing extra duty are performing duties in the capacity of commissioned officers.
 - (3) Extra duty may only be performed/scheduled so that the employee has a minimum of six (6) consecutive hours of separation between an extra-duty assignment and a regular duty assignment. The six (6) hours separation can be scheduled at either end of the extra-duty assignment and the corresponding regular duty shifts. If the employee performs two (2) consecutive days of extra duty during the employee's regular work week, it is mandated that there be a minimum eight (8) hour rest period before the beginning of the next consecutive duty shift. Similarly, there shall be a minimum of eight

(8) hours separation between the end of the extra-duty employment and the beginning of the employee's next scheduled regular shift should two (2) consecutive days of extra-duty employment be worked.

- (4) The City and the Guild will periodically negotiate officers' rate of pay for extra duty. Applicable taxes (federal withholding, FICA, etc.) will be withheld from that amount. Additional charges (i.e. L&I, employment taxes, pay at an overtime rate, minimum pay, holiday pay, administration fees, cancellation notice charges, etc.) will be added to the bill rate for outside organizations to cover payment of those costs.
- (5) Finance will be provided a copy of all documents changing negotiated rates of pay with a minimum of one pay period before implementation.

- 4.12 Daylight Savings Time. Employees who work a longer shift when the clocks are moved back one hour to Pacific Daylight time in the fall will be paid for the time in excess of the employee's normal workday at the overtime rate of pay. Employees who work shorter shifts when the clocks are moved forward to Pacific Daylight time in the spring will have the option of choosing to work an additional hour so that the employee works a 10-hour shift or to use one (1) hour of paid time off (e.g. vacation, compensatory time, holiday banked, etc., but not sick) at the employee's discretion.

ARTICLE 5 – CLASSIFICATIONS AND SALARIES

- 5.1 Employees covered by this Agreement shall be compensated in accordance with the pay plan attached to this Agreement and marked Appendix "A". This Appendix shall be considered a part of this Agreement. Paydays for employees covered by this Agreement shall be on the 8th and 23rd of each month.
- 5.2 Premium pay in the amount of two percent (2%) shall be applied to the straight-time hourly base pay for each employee assigned to the Community Response Team. Premium pay in the amount of three percent (3%) shall be applied to the straight-time hourly base rate for each employee assigned to each of the following specialties: Motorcycle Patrol, K-9 Officer, Bicycle Patrol, Hostage Negotiator, and Valley SWAT. Premium pay in the amount of four percent (4%) shall be applied to the straight-time hourly base rate for each employee assigned to work as a detective in the Investigations Unit and Field Training Officer. Premium pay in the amount of six percent (6%) shall be applied to the straight-time hourly base rate for each employee assigned as Defensive Tactics Instructors. In no event will any employee receive more than eight percent (8%) premium pay regardless of the number of specialty assignments he/she holds.
 - a. The City will seek input from supervisory and command personnel before making assignments of personnel to the specialty assignments in Article 5.2

of the labor agreement, provided that the parties recognize that the Chief of Police retains the ultimate right to select which officers will be assigned to those duties. A guild representative may observe the assignment process.

- b. The Chief of Police has the authority to remove an employee from a specialty assignment if said employee has continuously exhibited that he/she does not demonstrate the knowledge, skills, abilities, and/or behaviors necessary to complete the requirements of the assignment. The Chief of Police may remove the employee after documented coaching and counseling; and agreed upon, and mutually signed, performance improvement expectations. Removal for failure to meet the agreed upon expectations will not be considered discipline. The member has the right to guild representation during this process.

- 5.3 Employees hired prior to January 1, 1996, assigned the job classification of Patrol Officer after completion of six (6) months of employment, who have completed courses with a passing grade toward a job-related degree, shall be paid a percentage of their straight-time hourly rate as educational incentive based on the following schedule: 30 credits – 2%; 60 credits – 4%; AA Degree – 6%. College credits are defined as those credits that could be applied as general education requirements towards earning a degree (AA/BA/BS). Generally, these are courses number 100 and above. Courses that must be passed in order to qualify to enroll in introductory general education requirements (100-level courses) cannot be applied to this education incentive.

Employees hired on or after January 1, 1996, assigned the job classification of Patrol Officer after completion of six (6) months of employment, shall be paid a percentage of their straight-time hourly rate as educational incentive based on the following schedule: job-related AA Degree - 4%; BA or Master's Degree - 6%. AA Degrees for which the City will pay education incentive as currently listed are: Criminal Justice (Law & Justice, Society & Justice) Sociology, Criminology, Psychology, Business, Political Science, and Public Administration. The City realizes that from time to time, AA Degree names change and, at its sole discretion, will review the curriculum of other like AA Degrees to determine if the content meets the intent of this Agreement.

Education incentive pay shall be paid to employees only after the City has received an official transcript from the educational institution verifying the credits or degree received. Any official document from a person authorized to grant credits and degrees from such college or university may be accepted in lieu of the official transcript, provided it is sent directly to the Police Chief and certified as true and correct. The City will reimburse employees for the cost of the transcripts, provided the employee produces a receipt or copy of a canceled check.

Employees in the Guild will be eligible to receive tuition reimbursement of a maximum of three thousand dollars (\$3000.00) per calendar year in accordance with the procedures specified in City Administrative Policy 200-50 - Tuition Reimbursement.

- 5.4 Longevity pay shall be applied to the straight-time hourly base rates of all employees covered by this Agreement who have completed continuous service in accordance with the following schedule:

5 Years	8 Years	11 Years	14 Years	17 Years	20 Years	25 Years
2.0%	3.5%	5.0%	6.5%	8.0%	9.0%	10.0%

- 5.5 The parties agree that it is in the best interest of the Auburn Police Department and City of Auburn to be able to hire the most qualified lateral police officers. It is, therefore, agreed that future lateral police officers hired by the City of Auburn will enter the salary schedule of the collective bargaining agreement in effect upon date of hire, at the step commensurate with their level of experience as a commissioned police officer at the time of hire. The first step increase shall also be increased with their level of experience as a commissioned police officer. For example, if a lateral police officer was hired in with sixteen (16) months of commissioned experience, he/she will receive the step increase three (3) months later at the start of the police officer's nineteenth (19th) month of experience. All subsequent step increases will be received annually thereafter until the police officer reaches the max step.

This provision is intended only to set the beginning base salary for laterally hired police officers in the future. It is not intended to change the current seniority definition in the City of Auburn Civil Service Rules, promotion eligibility, bidding practices, benefits accrual, or any other issue inadvertently not listed herein.

Further, if the City rehires an officer who meets the following criteria:

- Has prior commissioned experience with the Auburn Police Department; and
- separated from the City in good standing; and
- has continued his/her law enforcement career with another law enforcement agency; and
- had a minimum of four (4) years of continuous service with the Auburn Police Department prior to his/her break in service; and
- reapplied for a vacant police officer position within sixty (60) days of his/her departure from the Auburn Police Department.

Then such police officer would be reinstated in whole as to the date of his/her departure with the exception of seniority, including the following:

- If not cashed out upon separation: sick leave hours banked, vacation leave accrual and vacation leave hours banked; and

- specialty assignment pay will be restored if the former Auburn officer resumes the specialty assignment held prior to separation. To be eligible for the specialty assignment, there must be no current eligibility list in effect for that assignment and the same opening that was created due to the officer's departure exists upon rehire. All other specialty assignments sought would follow MOS 4.2.2.A. Eligibility for promotions must follow Civil Service rules for eligibility; and
- the probationary period will not apply; and
- the officer will enter the salary schedule of the collective bargaining agreement in effect upon the date of rehire at the step commensurate with the step he/she held prior to departure.

5.6 Lateral police officers who have a minimum of three and one-half (3 ½) years of commissioned experience, which includes a minimum of one and one-half (1 ½) years of continuous service with the Auburn Police Department, immediately prior to the selection process, will be eligible to apply for a specialty assignment and/or Sergeant testing. If no member of the collective bargaining unit applies for the open specialty assignment, any member may apply.

ARTICLE 6 – HOLIDAYS

6.1 The following eleven (11) days are designated as holidays:

New Year's Day	Veteran's Day
Lincoln's Birthday	Thanksgiving Day
President's Birthday	Day After Thanksgiving
Memorial Day	Christmas Day
Independence Day	Martin Luther King Day
Labor Day	

6.2 An employee who is required to work on a holiday will receive holiday pay if the start of the employee's shift began on the designated holiday, as set forth in Section 6.1. Furthermore, holiday pay will continue if the officer is required to work past his/her scheduled shift.

For example, an officer that is regularly scheduled to work a graveyard shift and works on December 31st begins his/her shift at 2030. The shift continues through 0630 on January 1st. This officer will not receive holiday pay. However, that same officer works the same shift on January 1st and begins his/her shift at 2030 and works through 0630 on January 2nd. The officer will be compensated at the rate of two and one-half (2-1/2) times the employee's regular hourly rate of pay for each hour worked inclusive of the pay for the holiday worked. In addition, if that officer were to be held over to work overtime, the overtime will be compensated at the rate of two and one-half (2-1/2) times the employee's regular hourly rate of pay for the amount of hours that the officer works overtime.

The compensation for holiday pay is two and one-half (2-1/2) times the employee's regular hourly rate of pay for each hour worked inclusive of the pay for the holiday worked. "Required to work" is defined as having been directed to work by the Chief of Police, or designee. Employees shall accrue and take holidays on a basis equivalent to the assigned shift hours (e.g., employees on 8-hour shifts shall accrue and take eleven 8-hour holidays per calendar year and employees on 10-hour shifts shall accrue and take eleven 10-hour holidays per calendar year, etc.). When a holiday falls on an employee's regularly scheduled day off, he/she shall receive holiday hours as indicated above. Employees not required to work will observe the holiday on the date listed below or bank the holiday. Employees may accrue up to a maximum of one hundred and forty (140) hours of holiday leave, but in no event shall an employee accumulate in excess of one hundred and forty (140) hours unless, through no fault of the employee, he/she was not able to take the leave. Non-required employees that elect to work on a holiday, as set forth in Section 6.1, shall be compensated at his/her regular hourly rate of pay and shall bank the holiday.

6.3 The designated holiday shall be:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Lincoln's Birthday	February 12
President's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday After Thanksgiving
Christmas Day	December 25

6.4 Employees terminating service after completion of probation shall receive compensation for vested, unused holiday time.

ARTICLE 7 - VACATIONS

7.1 Annual vacations with pay shall be granted to eligible employees on the following basis: for service less than one (1) year vacation leave credit shall accrue at the rate of one (1) working day for each month of continuous service commencing from the date of most recent employment with the City; for continuous service of more than one (1) year, vacation leave credit shall accrue at the following rate:

1 to 5 years of continuous service	112 hours per year
6 to 10 years of continuous service	136 hours per year
11 to 15 years of continuous service	160 hours per year
16 to 20 years of continuous service	176 hours per year

Over 21 years of continuous service

192 hours per year

Employees shall take vacation leave on a half (1/2) hour basis.

An employee who terminates employment during the first six (6) months of employment shall not be entitled to accrued annual vacation leave or payment.

- 7.2 In no event shall an employee accumulate unused vacation leave in excess of two (2) year's annual vacation leave. Payment for up to five (5) days of accrued and unused vacation leave shall be made to an employee where the employee, through no fault of the employee, was not able to take all of his/her accrued annual vacation leave during the year authorized.
- 7.3 Vacation leave shall be scheduled by seniority in each operational unit.
- 7.4 Employees who have completed six (6) months of service, and are separated from employment, shall be entitled to payment for vacation leave not taken that has accrued to date of separation. In the event of the death of an employee in active service with the City, accrued vacation leave that has not been taken shall be paid in the same manner that salary due the decedent is paid for any vacation leave earned in the preceding year, and in the current year, and not taken prior to the death of such employee.
- 7.5 An officer who qualifies for military leave will be provided leave at a compensation rate of one (1) full day regardless of when the officer's shift starts or if the shift continues into the next calendar day in which the officer has been granted military leave. For example, an officer who works a shift that crosses calendar days (i.e. a 6:00 PM to 4:00 AM shift), and misses any part of the shift for military duty, will use one (1) day of the allotted paid military leave days for the entire shift of the military leave. This shall be interpreted as a shift for a shift.

ARTICLE 8 – HEALTH AND WELFARE

- 8.1 A healthcare, dental care, orthodontics, and life insurance program shall be granted to eligible employees and their dependents. Except for group medical insurance for spouse and children as provided in Section 8.2 herein, the cost shall be paid by the City.

Said program may consist of:

- a. Premiera PPO, Group Health, or substantially equivalent plan(s) by mutual agreement. The City also may implement a high deductible health plan(s) as an option for those employees interested.
- b. The employee's choice of Washington Dental Service Plan F w/ Orthodontia Plan 1; or the Willamette Dental Plan, or substantially

equivalent plan(s) by mutual agreement. The City will pay up to what it pays for the Washington Dental Service Plan F for those enrolled in the Willamette Dental Plan.

- c. Vision Services Eye Care or substantially equivalent plan(s) by mutual agreement; and
- d. Life Insurance with a death benefit level of \$30,000.

The parties are aware that the "Cadillac" tax provisions of the Affordable Care Act, if implemented, would impose a heavy tax burden on the City beginning in 2018. Additionally, AWC has already indicated that the HealthFirst (zero deductible) and the Group Health (Plan 2 - \$10 copay) are terminating effective January 1, 2018. In order for the parties to address that burden, this article shall be reopened at the request of either party to negotiate for the purpose of arriving at a mutually satisfactory replacement medical plan (including any related HRA contributions) for 2018. This reopener is subject to the following:

- o If the parties fail to reach agreement on the replacement medical plan prior to January 1, 2018, the eligible employees and their dependent(s) will automatically be enrolled into the AWC HealthFirst 250 plan and/or the Group Health Plan 3 \$20 Co-pay/\$200 Deductible plan, or substantially equivalent plan(s) by mutual agreement. Additionally, all health reimbursement account contributions will cease, if the Affordable Care Act continues to be counted towards the "Cadillac" tax provisions, regardless if it is an employee or employer contribution. This change will become effective on December 31st, 2017, if no agreement has been made between both parties related to the replacement medical plan.

The Guild agrees to continue to cooperate with the City in the study of cost containment measures. The City may self-insure medical, dental, and/or vision insurance coverage or select a new medical, dental, and/or vision insurance plan and shall make every effort to maintain substantially equivalent benefits at a reasonable cost. The City and the Guild shall meet to explore alternative insurance coverage prior to selecting any new medical, dental, and/or vision insurance plans. The City recognizes its responsibility to bargain with the Guild the impact of those decisions. The Guild will appoint one (1) member to the City's Healthcare Cost Containment Committee.

- 8.2 Each employee who enrolls his or her spouse or eligible children in the PPO Plan shall pay ten percent (10%) of the premium cost each month. The City's contribution toward medical insurance for spouse and children shall be a maximum of ninety percent (90%) of what it would pay of the applicable PPO Plan. The City shall continue to make available the AWC Group Health (Plan 2 - \$10 copay) medical insurance plan for those individual LEOFF II employees who elect to enroll themselves and their dependents. The City shall pay the premium

up to a maximum amount the City would pay for the employee's spouse and dependent(s) if the employee selected the PPO, whichever is less, with the employee paying the remaining amount of the monthly premium for his/her spouse's and each dependent's medical insurance.

- 8.3 Domestic Partner Coverage: State-registered domestic partners and eligible dependants enrolled in the PPO Plan or AWC Group Health Plan 2 (\$10 co-pay) will have monthly premiums paid at the same level as spouses and dependants in paragraph 8.2 above.

8.4 Indemnity and Defense:

- a. CIVIL CLAIMS: The City shall provide legal counsel or reasonable attorney's fees for representation and defense of civil lawsuits and hold employees harmless from any expenses, connected with the defense settlement or monetary judgments from such actions, claims, or proceedings arising out of or incident to acts and/or omissions occurring while the employee was acting in good faith in the performance or purported failure of performance of his/her official duties or employment and provided further that the employee was not engaging in criminal or malicious misconduct. A criminal conviction shall be deemed conclusive proof of criminal misconduct for the purposes of this section.
- b. INQUESTS: In an Inquest called by the King County Executive (or delegate) arising out of the use of force, the employee shall meet with the City Attorney to discuss legal representation for the employee during the Inquest. After that meeting, if the employee elects to select his/her own representation, the City will pay for reasonable legal services provided that the employee has acted in good faith in the performance or purported failure of performance of his/her official duties and, provided further that the employee was not engaging in criminal misconduct. The attorney selected by the employee must have a high level of experience in representing law enforcement officers in the use of force. The City shall have a reasonable right to approve the choice of counsel in light of the requirements described herein; enter into a third party payer agreement with the employee's private counsel; to review billings for such representation and approve all payments in writing.
- c. In the event outside counsel is retained by the employee and the employee is subsequently convicted of a crime or it is determined by a court of competent jurisdiction that the employee was not acting in good faith arising out of the facts giving rise to the Inquest, the City shall be entitled to recover attorney's fees and costs it has expended on the employee's behalf from the employee.

- 8.5 Disability Insurance – The employer shall provide for a mandatory payroll deduction for a LEOFF II disability plan selected periodically and administered by the Guild. Participation shall be for all LEOFF II employees and will begin from date of employment with the City of Auburn.
- 8.6 The City has adopted the VEBA Medical Reimbursement Plan for all commissioned LEOFF II employees who do not have a military medical retirement plan. The City agrees to provide a mandatory payroll deduction for this post Retirement Medical Insurance Trust. All contributions made on behalf of each eligible employee will be consistent with the terms and conditions of the collective bargaining agreement in effect at the time, and based on the individual's annual base salary. It is understood that all defined eligible employees will be required to sign and submit to the City a VEBA Membership Enrollment Form.

The VEBA Plan shall be funded by a semi-monthly employee contribution of one percent (1%) base annual salary. The City will make a semimonthly contribution of one percent (1%) of base pay period salary. After December 31, 2017, all contributions to the VEBA plan will cease, if the Affordable Care Act continues to be counted towards the "Cadillac" tax provisions. In lieu of said contributions to the trust, the employee may elect to receive the foregoing contribution in a cash payment or into such deferred compensation program as the parties agreed upon (subject to any contribution caps or limitations imposed by applicable law.)

In addition, to the semimonthly contribution method of base annual salary listed above, both parties agree to the following additional contribution method:

Retirement contribution: All employees covered by this Agreement, who separate in good standing from the City and are of a LEOFF retirement-eligible age, shall transfer unused, accumulated sick leave into the VEBA trust. After December 31, 2017, all contributions to the VEBA plan will cease, if the Affordable Care Act continues to be counted towards the "Cadillac" tax provisions. In lieu of said contributions to the trust, the employee may elect to receive the foregoing contribution in a cash payment or into such deferred compensation program as the parties agreed upon (subject to any contribution caps or limitations imposed by applicable law.)

ARTICLE 9 – PENSIONS

- 9.1 Pensions for employees and contributions to pension funds shall be provided in accordance with the laws of the State of Washington for eligible employees.

ARTICLE 10 – JURY DUTY

- 10.1 Time off with pay will be granted for jury duty. Employees shall be required to report for work for any portion of their regularly scheduled shift during which they

are not actually serving on a jury or waiting to be impaneled if a reasonable amount of time remains on that shift in light of the court's location.

In order to be eligible for such payments, the employee must submit a written statement (subpoena, etc.) from the appropriate public official (court clerk, etc.) showing the date and time served and the amount of jury pay recovered. The employee must give the Chief of Police, or designee, prompt notice of call for jury duty. The employee is required to contact his/her supervisor, who will make the determination. Employees are not required to return to the City per diem received for jury duty from the Court.

ARTICLE 11 – SICK, DISABILITY, BEREAVEMENT, AND EMERGENCY LEAVE

- 11.1 Sick leave credit shall accumulate for eligible employees at the rate of eight (8) hours per month. Sick leave is accumulative to a maximum of nine hundred sixty (960) hours, except as provided in Section 11.7 below. Sick leave credit may be used for time off with pay for bona fide cases of incapacitating sickness or injury and for the period of disability resulting from pregnancy or childbirth, or in accordance with the federal Family and Medical Leave Act or Washington Family Care Act. Any employee found to have abused sick leave by falsification or misrepresentation shall be subject to disciplinary action. Employees shall take sick leave on a half (1/2) hourly basis.
- a. Employees are required to use accrued paid time off during any state or federal Family and Medical Leave (FML) absence before using leave without pay.
 - b. FML usage computations will be based upon a rolling twelve (12) month year beginning on the date an employee takes his/her first FML leave.
- 11.2 A verifying statement from the employee's physician may be required by the Chief of Police, at his/her option, whenever an employee claims sick leave for three (3) days or longer, or after three (3) single sick leave claims in any calendar year or three (3) consecutive days, whichever ever occurs first. In requiring a physician's statement, the Chief, or his/her designee, shall do so for the purpose of ensuring that employees are utilizing sick leave benefits for the purposes intended by this Agreement.
- 11.3 Employees incapacitated by illness or injury shall notify the Chief of Police, or designee, as far in advance of their scheduled starting time as possible that he/she is to report for duty. During periods of extended illness, employees shall keep the Chief of Police, or designee, informed as to their progress and potential date of return to work.
- 11.4 An employee shall be allowed up to three (3) days bereavement plus three (3) days chargeable sick leave for death in the immediate family requiring his/her presence upon approval of the Chief of Police. Immediate family shall include

the father, father-in-law, mother, mother-in-law, spouse, brother, sister, children and step-children of the employee, employee's grandparents, and step-parents. A domestic partner, as defined by state law, shall receive the same rights as a legally married spouse for the purposes of this section of the Agreement.

- 11.5 An employee may use up to twelve (12) workweeks of leave each rolling year in accordance with the provisions of the federal Family Medical Leave Act (FMLA), Washington Family Leave Act, and City Policies and Procedures as follows:

An employee who has worked for the City at least twelve (12) months, including at least one thousand, two hundred and fifty (1250) hours in the last twelve (12) months, may be entitled to twelve (12) workweeks of paid/unpaid leave in any twelve (12) month period (1) to care for a newborn or newly adopted child or newly placed foster child; (2) to care for a child, parent, or spouse who has a serious or terminal health condition; or (3) to attend to a personal serious health condition.

An employee must give the Chief of Police, or designee, at least thirty (30) days written notice by completing a Leave Request Form, in advance of the anticipated date the leave is to begin. If the employee is unable to give the required notice, notice must be given, in writing, as soon as possible.

While on FML, the employee must use all accrued, but unused leave, including sick leave, vacation, compensatory time, and/or any other paid leave accrued prior to using unpaid leave. Use of the above paid leave will apply toward the twelve (12) workweek entitlement, and is not in addition to the entitlement.

Upon return from the leave, the employee is entitled to return to the same, or comparable with the same level of compensation, position held when the leave began unless the position would have been eliminated had the employee not been on leave.

Care for a newborn or newly adopted child or newly placed foster child. FMLA leave must be taken within twelve (12) months of the birth, adoption, or placement of a child. If both parents are employed by the City, together they are entitled to a total of twelve (12) workweeks of paid/unpaid leave under this paragraph. In the case of maternity, any leave taken prior to the birth of the child for prenatal care, or inability to work prior to the actual birth, will be assessed towards the twelve (12) workweek period.

Time loss due to disability prior to or following giving birth will be assessed towards the twelve workweek period. Intermittent or reduced leave for birth or placement for adoption or foster care of a child may only be taken with Chief of Police approval. Certification by a healthcare provider may be required.

Care of a child, parent or spouse who has a serious or terminal health condition, or to attend to a personal serious health condition.

Certification and/or second or third opinions by a healthcare provider may be required for leave approval. Recertification may be required every thirty (30) days. A fitness for duty certificate signed by the consulting physician may be required upon return from leave.

Leave may be requested and granted on an intermittent basis or on a reduced workweek schedule if medically necessary. The employee must provide medical certification within fifteen (15) days of the date requested. The employee must attempt to schedule his/her intermittent or reduced leave so as not to disrupt the City's operation.

- 11.6 For employees hired into the collective bargaining unit prior to December 1, 1993, upon retirement, death, or termination of good standing (not termination for cause) the employee shall be reimbursed at current rate of pay for unused, accrued sick leave up to a maximum of nine hundred and sixty (960) hours in accordance with the following schedule based on continuous years of service:

<u>Upon Completion of Years of Service</u>	<u>Percent of Accrued Unused Sick Leave</u>
0-4 years	0% (except in the event of death occurring in the line of duty, 25% of such employee's accrued unused sick leave shall be paid to the employee's beneficiary.)
5-14 years	25%
15-24 years	50%
25 years and over	100%

Employees hired into the collective bargaining unit after November 30, 1993, shall be reimbursed at the current rate of pay for unused, accrued sick leave up to a maximum of nine hundred and sixty (960) hours in accordance with the following schedule based on continuous years of service:

<u>Upon Completion of Years of Service</u>	<u>Percent of Accrued Unused Sick Leave</u>
0 – Completion of 14 Years	0%
14 years and over	Upon retirement (meaning separation in good standing and LEOFF retirement-eligible age), death, or disability retirement, thirty-five (35%) percent

25 years and over

With a minimum of four hundred and eighty (480) hours of banked, unused sick leave, upon separation from employment in good standing, forty-five (45%) percent

After December 31, 2017, all contributions to the VEBA plan will cease, if the Affordable Care Act continues to be counted towards the "Cadillac" tax provisions. In lieu of said contributions to the trust, the employee may elect to receive the foregoing contribution in a cash payment or into such deferred compensation program as the parties agreed upon (subject to any contribution caps or limitations imposed by applicable law.)

- 11.7 When an employee has accumulated nine hundred and sixty (960) hours of sick leave, sick leave shall continue to accumulate at the normal rate of eight (8) hours per month until the end of the calendar year at which time all sick time accumulated by the employee in excess of nine hundred and sixty (960) hours shall be paid at twenty-five (25%) of the employee's then hourly base rate.
- 11.8 When an employee covered by the LEOFF II Retirement System is temporarily, totally disabled and unable to work as the proximate result of an on-the-job injury as covered by Washington State Workers' Compensation Industrial Insurance laws, the City shall compensate the employee for his/her regular salary (kept on salary as defined by RCW 51.32.090), as if he/she had continued to work, for a period not to exceed one thousand and forty (1,040) hours, or the termination of the disability, whichever comes first. This benefit shall only be granted prospectively from the date Workers' Compensation benefits are applied for, unless the employee fails to make timely application because of physical incapacitation or for reasons beyond the employee's control.

ARTICLE 12 – UNIFORMS AND CLOTHING ALLOWANCE

- 12.1 A five-member uniform and equipment committee is established to periodically review the department issue equipment/uniforms. The committee will consist of four (4) Guild representatives, with a minimum of one (1) representative from Patrol and Detectives. Police Administration will provide the fifth representative. Selection of the uniform/equipment committee will be by an agreement between the Assistant Chief and the Guild President. (The committee will meet on an as needed basis at least once per year.)

The committee will be responsible for reviewing requests for changes to the equipment/uniform list(s) for general patrol and recommending changes, provided they are consistent with the budgetary guidelines as determined by the Chief of Police.

Technological advances and equipment changes will require special attention. Uniform and equipment standards need to be kept up-to-date. All requests for

uniform/equipment replacement shall be submitted to the employee's immediate supervisor. Requests for uniform/equipment replacement will be completed as soon as reasonably possible. The department will designate the uniform/equipment supplier(s). Uniforms and equipment will only be purchased/obtained from the designated supplier(s), including voucher items. Specialty units may utilize specialty outlets/sources for some equipment needs.

- 12.2 Uniformed officers will be on a Quartermaster System and will be issued their full complement of uniforms/equipment according to the list of agreed upon items that may change from time to time, as determined by the Uniform and Equipment Committee. The quartermaster issued lists of uniform and equipment items shall be reduced to writing (as they are established, changed, and signed by the signatory parties to this agreement). All uniforms/equipment are owned by the City.
- 12.3 Uniformed officers will be entitled to have up to four (4) uniform items cleaned per week.
- 12.4 Non-uniformed personnel will be given a clothing allowance of one percent (1%) per month of the employee's monthly base pay and are entitled to have up to four (4) items dry cleaned or may have three (3) items dry cleaned and five (5) shirts laundered per week for maintenance of business attire. The Chief of Police will set the standards for appropriate business attire for the Department. The uniform committee will make recommendations to the Chief of Police on business attire. When casual attire is adopted, once implemented, affected personnel will be entitled to have up to three (3) items dry cleaned or may have two (2) items dry cleaned and two (2) shirts laundered per week for maintenance of business attire. Appropriate business attire shall include casual attire for non-uniformed employees. The Chief of Police has the discretion of approving the attire items recommended by the committee. Non-uniformed personnel will be on the Quartermaster System and will be issued clothing/equipment according to the list of agreed upon items.

ARTICLE 13 – EMPLOYMENT PRACTICES

- 13.1 Layoff. Whenever employees are appointed to a classification effective the same date, seniority shall be established by the highest average on the total examination. If the averages are equal, rank order will be established in accordance with Civil Service Rule 10. Personnel reductions through layoff procedures and reinstatement from such layoffs shall be in accordance with the Civil Service Rules and Regulations of the City of Auburn.
- 13.2 Seniority. Whenever employees are appointed to a classification effective the same date, seniority shall be established by the highest average on the total examination. If the averages are equal, rank order will be established in accordance with Civil Service Rule 10.

- 13.3 Working Out of Classification. Any employee who is assigned to perform the duties of a higher paying classification by the appropriate authority will be compensated at that higher rate when the work performed is one (1) hour or more in duration.
- 13.4 Tobacco Use. Tobacco use shall not be allowed in City vehicles or buildings. However, smoking is allowed in designated smoking areas. It is the intent of the parties to continue to comply with the City's tobacco use policy.
- 13.5 Probationary Periods. Probationary periods upon initial hire shall not exceed one (1) year beginning upon completion of the Basic Law Enforcement Academy and is not inclusive of time worked prior to or during the Basic Law Enforcement Academy. In addition, it shall not be extended without the written agreement of the Guild. However, if the Guild does not agree to extend the probation, the Chief of Police may terminate the probation Officer's employment. A probationary period shall be extended for the number of workdays equal to the number of workdays an employee was absent in excess of ten (10) workdays during the probationary period. During an employee's probationary period, he/she may be discharged by the employer at will and such discharge shall not be subject to the grievance procedure. During a promotional probationary period, an employee may be reverted to his/her former classification and such reversion shall not be subject to the grievance procedure.
- 13.6 Employees called in to work while on approved vacation or holiday off will be compensated at the appropriate overtime rate for hours worked and given credit for hours worked on their vacation/holiday time accounts.
- 13.7 Promotional Examinations:

All promotions to positions within the bargaining unit shall be based solely on merit, efficiency, and fitness, ascertained by open competitive examination.

Examinations shall fairly, objectively, and comprehensively test for qualifications for the position.

A general description of the process and methods of examination (i.e. written, oral, assessment center, etc.) and identification of any portions for which a passing grade is required, weight assigned by the City to each component, minimum passing scores for any such portion, and minimum passing scores for the entire examination shall be included in the official examination notice, which shall be provided to the Guild and posted conspicuously in the police station not less than thirty (30) days prior to the examination.

The examination shall be prepared and administered by persons who are qualified by reason of suitable career experience. The identities of all examination participants shall be concealed from the examiners throughout the examination process. The Guild may designate an observer to attend the development and administration of the examination. The examiner(s) shall have the responsibility of ensuring that the observer does not disrupt the examination process. Any observer is required to honor the confidentiality of the examination.

A promotional list shall be maintained by the City for each promotional position within the bargaining unit and each list shall be valid for one (1) year, with the possibility of an extension for another year for a maximum total of two (2) years.

Upon request for certification of names to fill a vacancy, the Secretary-Chief Examiner shall certify to the Police Chief the three (3) names of the candidates standing highest on the appropriate eligibility list and willing to accept the position for which certification is made. Each appointment shall be made by the City, from one (1) of the top three (3) names on the list.

After each regular appointment from the eligibility list, an employee shall serve a complete period of probation before appointment or promotion is complete. No new probationary period results from a transfer to a different shift or reduction of an employee who previously completed a probationary period. The period of probation shall be twelve (12) calendar months from the date of appointment to a regular position. If an employee is absent from duty for a prolonged period during a probationary period and the Police Chief does not have a reasonable opportunity to evaluate the performance of an employee, the Police Chief may calculate the probationary period on the basis of twelve (12) calendar months of actual service, exclusive of time away on leave.

The Guild, and any employee it represents, shall appeal any alleged violation of the promotion process set forth herein through the grievance procedure and the collective bargaining agreement, rather than through the Civil Service Commission. Exclusive of the promotional exam process, the initial step in the grievance procedure shall be established as five (5) business days in order to coincide with above sections of this article. Any appeal of the promotion process not settled through the grievance procedure shall be reviewed by an arbitrator as to whether or not the City violated the procedures set forth herein.

- 13.8 An employee who engages in off-duty misconduct may be subject to discipline when: (1) the off-duty misconduct harms the City's reputation in the community; (2) the off-duty conduct adversely affects the employer's business operation; or (3) the conduct is inconsistent with the office that the police officer holds.

ARTICLE 14 – MANAGEMENT RIGHTS

- 14.1 The Guild recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.
- 14.2 The City has the right to schedule overtime work, as required, in a manner most advantageous to the department and consistent with the requirements of municipal employment and the public safety.
- 14.3 It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.
- 14.4 The City reserves the right to discharge or discipline an employee for just cause. The City reserves the right to lay off personnel for lack of funds, or for the occurrence of conditions beyond the control of the department. The City reserves the right to determine reasonable schedules of work in accordance with Section 4.1 and to establish the methods or processes by which such work is performed.
- 14.5 No policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on City officials as defined in the following:
 - a. The ordinance responsibility of the Mayor as Chief Executive Officer of the City for enforcing the laws of the State and City, passing upon ordinances adopted by the City Council, recommending an annual budget, or directing the proper performance of all executive departments;
 - b. The responsibility of the City Council for the enactment of ordinances and the appropriation of monies;
 - c. The legal responsibility of the Civil Service Commission, as provided by State Statute, subject to any applicable bargaining duty of the City and the terms of this Agreement.
 - d. The responsibility of the Chief of Police and delegates governed by ordinances, Civil Service Rules, and/or Department Rules and as limited by the provisions of the Agreement; and provided that such actions do not affect mandatory subjects of bargaining:
 1. To recruit, assign, transfer, and/or promote members to positions within the department.

2. To take disciplinary action against members for just cause;
3. To determine methods, means, and personnel necessary for departmental operations;
4. To control department budget; and
5. To take whatever actions are necessary in emergencies in order to assure the proper functioning of the department.

ARTICLE 15 – GRIEVANCE PROCEDURE

- 15.1 For purposes of this Agreement, the term "grievance" means any dispute between the Employer and the Guild concerning an alleged breach or violation of this Agreement.

Step 1: Any alleged grievance shall be taken up with the employee's immediate supervisor and shift commander within ten (10) working days of its alleged occurrence. The parties agree to make every effort to settle the grievance promptly at this level.

In the event the grievance is unresolved, the Guild and/or employee shall determine whether to appeal the grievance through the Civil Service Commission or process the grievance to Step 2 of the grievance procedure contained herein within five (5) working days of the meeting with the employee's immediate supervisor. Should the employee choose to file an appeal with the Civil Service Commission, the employee shall provide the Chief of Police, Human Resources Director, and the Guild with written notice of such election.

Step 2: The grievance shall be reduced to written form by the aggrieved employee stating the section of the Agreement violated and explaining the grievance in detail and remedy sought. The employee and/or the Guild shall present the written grievance to the Division Commander, Human Resources Director, and the Chief of Police. The Chief of Police will conduct a meeting within five (5) working days of receipt of the written grievance. The Chief of Police shall make a decision on the matter in writing within ten (10) working days from such meeting. Copies of the Chief's decision will be furnished to the aggrieved, Guild representative, and Director of Human Resources. Grievances involving suspension, demotion, or discharge shall begin at Step 2.

Step 3: Any grievance remaining unresolved after the decision has been rendered in Step 2 shall be transmitted to the Director of Human Resources, to be adjudicated by the Mayor, in writing within ten (10) working days whereupon

the Mayor shall conduct an investigatory hearing within five (5) working days of the receipt of the written grievance. The Mayor shall render a decision within five (5) working days of such hearing.

Step 4: Should the grievance not be resolved in Step 3 and should further consideration be desired by the grievant, a written notification requesting arbitration must be filed with the Mayor within fourteen (14) working days. The parties shall mutually select a disinterested third party to serve as arbitrator. In the event the Employer and Guild are unable to agree on an arbitrator, the arbitrator shall be selected by the process of elimination from a panel of seven (7) arbitrators furnished by the American Arbitration Association (AAA). The AAA request shall state the issue. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her. The arbitrator shall have jurisdiction and authority only to interpret, apply, or determine compliance with the specific terms of the Agreement and shall not add to, detract from, or alter in any way, the provisions of this Agreement. The decision shall be final and binding upon both parties. Employee witnesses for both sides shall be given time off from work if they are otherwise scheduled to work during the arbitration hearing to testify in the proceedings. The parties shall evenly divide the costs of the Arbiter and any AAA service charges, with each party paying its own costs. If both parties desire a stenographic record, the expenses of the same shall be borne equally. If only one party desires a stenographic record, then that party shall pay the cost of the preparation of its own copy and one for the Arbiter and the declining party shall not be provided a copy.

- 15.2 Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing. Pending final decision of any grievance by any of the above procedures, work shall continue without interruption.
- 15.3 A grievance may be filed at a step above the level of the decision maker whose actions are being questioned but, in no case may a grievance be filed above Step 3.

ARTICLE 16 – WORK STOPPAGES

- 16.1 The City and the Guild agree that the public interest requires efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Guild shall not cause or condone any work stoppage, including any strike, slowdown, refusal to perform customarily assigned duties, sick leave absence which is not bona fide, or other interference with City functions by employees under this Agreement and should same occur, the Guild agrees to take appropriate steps to end such interference. Any concerted action by any

employee in any bargaining unit shall be deemed a work stoppage, if any of the above activities have occurred.

ARTICLE 17 – BULLETIN BOARDS

- 17.1 **Bulletin Boards.** The City shall permit the reasonable use of bulletin boards by the Guild for the posting of notices relating to official Guild business.
- 17.2 **Electronic Mail.** The Police Guild may use the City's electronic mail (email) for communications pertaining to Guild business, i.e. meeting times, places and agendas, voting, election results, and various topics of Guild business on issues effecting the administration of the collective bargaining agreement with the City of Auburn. Members will comply with City policy.

Email communications will not contain profanity, abusive language, or derogatory language of a discriminatory nature against individuals of a protected class.

ARTICLE 18 – BILL OF RIGHTS

- 18.1 The employer retains the right to adopt rules for the operation of the Auburn Police Department and the conduct of its employees provided that such rules do not conflict with City ordinances, City and State Civil Service Rules and Regulations as they exist, or any provision of this Agreement; and provided further that such rules do not affect mandatory subjects of bargaining. It is agreed that the Employer has the right to discipline, suspend, or discharge employees for just cause.
- a. In an effort to ensure that disciplinary interviews are conducted in a manner which is conducive to good order and discipline, the Guild shall be entitled to the protection of what shall hereafter be termed as the "Police Officers' Bill of Rights". A "disciplinary interview" shall mean questioning by a person in authority over an employee when the interviewer either knows or reasonably should know that the questioning concerns a matter that could lead to suspension, demotion, or termination.
 - b. Every employee who becomes the subject of a disciplinary interview shall be advised, in writing, a minimum of forty-eight (48) hours prior to the time of the interview that he/she is suspected of:
 - 1. Committing a criminal offense;
 - 2. Misconduct that would be grounds for termination, suspension, or demotion; and,

3. That he/she has the right to Guild representation during the interview.
- c. Any employee who becomes the subject of a criminal investigation may have legal counsel present during all interviews. Nothing in this Agreement, however, shall be deemed a waiver of an employee's right to Guild representation. A criminal investigation as used herein shall be interpreted as any action which could result in the filing of a criminal charge.
 - d. In criminal matters, employees will either be ordered to answer questions or informed that they are not required to answer the employer's questions as a condition of employment.
 - e. The employee shall be informed in writing as to whether he/she is a witness or suspect before any interview commences.
 - f. The disciplinary interview of any employee shall be at a reasonable hour, unless the exigency of the interview dictates otherwise. Whenever possible, interviews shall be scheduled during the normal workday of the City.
 - g. The employee or employer may request that a disciplinary interview be recorded, either mechanically or by a stenographer. There can be no "off the record" questions. Upon request, the employee, in a disciplinary interview, shall be provided an exact copy of any written statement he/she has signed, or of a verbatim transcript of any interview.
 - h. Interviewing shall be completed within a reasonable time and shall be done under circumstances devoid of intimidation or coercion. In all disciplinary interviews, the employee shall be afforded an opportunity and facilities to contact and consult privately with an attorney of his/her own choosing, before being interviewed. Such opportunity to contact and consult privately with a private attorney shall not unduly delay the disciplinary interview. The employee shall be entitled to such reasonable intermissions, as he/she shall request for personal necessities, meals, telephone calls, and/or rest periods. The employee may be represented by either a private attorney or the Guild during the interview, but not both.
 - i. All interviewing shall be limited in scope to activities, circumstances, or events which pertain to the employee's conduct or acts which may form the basis for disciplinary action under one (1) or more of the categories contained in "2" herein.

- j. The employee will not be threatened with dismissal or other disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall he/she be subject to abusive or offensive language or intimidation in any other manner. No promises or rewards shall be made as an inducement to answer questions.
- k. No employee shall be required to unwillingly submit to a polygraph test.
- l. Should any section, subsection, paragraph, sentence, clause, or phrase in this article be declared unconstitutional or invalid, for any reason, such decision shall not affect the validity of the remaining portions of this article.
- m. The investigation shall be completed in a reasonable amount of time in light of the circumstances and discipline shall be imposed within a reasonable amount of time after the conclusion of the investigation.

ARTICLE 19 – SAVINGS CLAUSE

- 19.1 If any article, or any portion of any article, of this Agreement or any addendum's thereto should be held invalid by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of the Agreement and addendum's shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such article.

ARTICLE 20 – ENTIRE AGREEMENT

- 20.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

ARTICLE 21 – RETENTION OF BENEFITS

- 21.1 This Agreement shall not operate to reduce any benefits specified in this Agreement which are now more favorably enjoyed by any of the employees covered herein.

ARTICLE 22 – DRUG TESTING

- 22.1 Reporting to work under the influence of alcohol and/or illegal drugs, or the use, sale, or possession by an employee of illegal drugs is strictly prohibited and may result in disciplinary action, including immediate termination. For the purpose of

this Article, substances that require a prescription or other written approval from a licensed physician or dentist for their use shall also be included when used other than as prescribed. Each employee must advise the Employer if they are using prescription or other over-the-counter drugs they know, or reasonably should know, may impair their ability to perform job functions and/or operate machinery such as automobiles. Under appropriate circumstances, the Employer may request the employee provide written medical authorization to perform various essential job functions from a physician while using such drugs.

Any voluntary request by an employee for assistance with his/her own alcohol abuse problem will remain confidential and shall not be used as the basis for any disciplinary action provided that the request for assistance is initiated prior to being identified as impaired through the procedures herein.

The parties recognize the essential purpose of any law enforcement agency is to enforce the criminal laws. Moreover, the parties recognize the courts have held it would substantially impair law enforcement agencies if they were required to employ individuals within their ranks who have violated the very laws said agencies are charged with enforcing. Therefore, the Employer reserves the right to refuse to employ or continue the employment of individuals who are or have been engaged in serious criminal conduct, whether drug related or not.

Where a supervisory employee of the City has a reasonable suspicion to believe an employee is under the influence of alcohol or illegal drugs, or is using illegal drugs, the employee in question will be asked to submit to discovery testing including, breath tests, urinalysis, and/or a blood screen to identify any involvement with alcohol or illegal drugs.

An employee who refuses to submit to discovery testing for alcohol and/or illegal drugs shall be conclusively presumed to be under the influence of alcohol or an illegal drug for the purpose of administering this Article.

For the purpose of administering this Article, the following definition of terms is provided:

Reasonable Suspicion – Reasonable suspicion is based on specific, objective facts and reasonable inferences from those facts in the light of experience that discovery testing will produce evidence of illegal drug or improper alcohol use by that particular employee:

Under the Influence – The following cutoff levels shall be used for the initial screening of specimens to determine whether they are negative for these drugs or classes of drugs:

(ng/ml)	Test Level
Amphetamines	1000

Barbiturates	300
Benzodiazepines	300
Cannabinoids	100
Cocaine metabolites	300
Methadone	300
Methaqualone	300
Opiates (Codeine)	300
Opiates (Morphine)	300
Phencyclidine (PCP)	25
Propoxyphene	300
Level of the positive result for ethyl alcohol	0.04 gr/dl

Illegal Drugs – Are defined as all forms of narcotics, depressants, stimulants, hallucinogens, and/or cannabis, which sale, purchase, transfer, or unauthorized use or possession is prohibited by law.

Over-the-Counter-Drugs – Are those which are generally available without a prescription and are limited to those drugs which are capable of impairing the judgment of an employee to safely perform the employee's duties.

Prescription Drugs – Are defined as those drugs which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

22.2 If an employee is required to submit to a drug test, the following procedure shall be followed:

- a. The employee shall be given an opportunity to confer with a Guild representative if one is readily available and the employee has requested said conference.
- b. The employee shall be given an opportunity to explain to the test administrator the reasons for the employee's condition, such as reaction to a prescribed drug, fatigue, exposure to toxic substances, or any other reasons known to the employee. The Employer and a Guild representative may be present during this discussion.
- c. The Employer may request urine and/or blood samples.
- d. Urine and blood samples shall be collected at a local laboratory, hospital, or medical facility. The Employer shall transport the employee to the collection site. The Employer and/or Guild representative may be allowed to accompany the employee to the collection site and observe the bottling and sealing of the specimen. The employee shall not be observed by the Employer when the urine specimen is given.

- e. All specimen containers, vials, and/or bags used to transport the specimen shall be sealed to safeguard their integrity, in the presence of the Employer, employee, and the Guild representative and proper chain-of-custody procedures shall be followed.
- f. The collection and testing of the samples shall be performed only by a laboratory and by a physician or healthcare professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA). The laboratory chosen must be agreed to between the Guild and the Employer. The laboratory used shall also be one whose procedures are periodically tested in a program where they analyze unknown samples sent by an independent party. The results of such tests shall be made available to the Employer and the Guild.
- g. If a specimen tests positive in an immunoassay screen test, the results must be confirmed by a gas chromatography/mass spectrometry tests. The specimen must show positive results at/within the following limits on the GC/MS (gas chromatography/mass spectrometry) confirmatory test to be considered positive:

If immunoassay is specific for free morphine, the initial test level is 25 ng/ml.

Confirmatory Test

Marijuana metabolites	15 ng/ml
Cocaine metabolites	150 ng/ml
Opiates	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

- h. At the employee's or the Guild's option, a sample of the specimen may be requisitioned and sent to a laboratory chosen by the Guild for testing. The cost of this test will be paid by the Guild or the employee. Failure to exercise this option may not be considered as evidence in arbitration or other proceeding concerning the drug test or its consequences. The results of this second test shall be provided to the City.
- i. The employee and the Guild shall be informed of the results of all tests, and provided with all documentation regarding the tests as soon as the test results are available.

- 22.3 The parties shall designate a Medical Review Officer (MRO) to review all confirmed positive test results and communicate those results to the employer. The MRO shall have the responsibility to determine when an individual has failed a drug test in accordance with the standards enumerated herein. The MRO shall retain all records of all positive tests for at least five (5) years and records of all negative tests for at least one (1) year.
- 22.4 If the results of the drug test are positive, and support a conclusion that the employee used an illegal drug, or reported to work while under the influence of alcohol, the employee may be subject to discipline including immediate discharge.

ARTICLE 23 - DURATION

23.1 This Agreement shall become effective on January 1, 2016, until December 31, 2018.

Signed this 7th day of December, 2015, at Auburn, Washington.

CITY OF AUBURN

AUBURN POLICE GUILD

By: Nancy Boekus
Mayor

By: Douglas Finner

By: RL Rine
Director of Human Resources

By: Dan Edsall
City Clerk

Approved As To Form:

By: [Signature]
City Attorney

Appendix "A"

2016 STRAIGHT-TIME HOURLY RATE OF PAY

2016 PAY PLAN

Two percent (2%) wage increase effective January 1, 2016.

2017 PAY PLAN

One and a half percent (1.5%) wage increase effective January 1, 2017. One percent (1%) wage increase effective July 1, 2017.

2018 PAY PLAN

Due to the uncertainty of Article 8 – Health and Welfare, Appendix A shall be reopened at the request of either party to negotiate for the purpose of arriving at a mutually satisfactory wage increase for 2018.

MEMORANDUM OF UNDERSTANDING

By and Between

CITY OF AUBURN

And

THE AUBURN POLICE GUILD

During recent negotiations, the Parties discussed the potential for the detective assignment to include a vehicle that the detectives would be allowed to take home outside their regularly scheduled hours.

The City is willing, on a temporary trial basis, effective December 16, 2016, to allow Police Officers currently in the detective assignment to take home their assigned vehicle outside their regular scheduled hours. This permission shall be on a trial basis through April 30, 2016. If the City does not object, the permission to take home the assigned detective vehicle may continue without the need for a new Memorandum of Understanding (MOU).

The City reserves the right to discontinue the permission to take home vehicles assigned to the detectives at any time without any cause. The City shall provide the Guild with seven (7) days' notice before changing the detective's permission to take home their assigned vehicles. The Guild shall not file a grievance if the City discontinues the take home permission for a specific Police Officer or for the entire detective assignment.

Furthermore, the City is not required to backfill an assigned detective vehicle in the event that the assigned vehicle is out of service or unavailable for any reason. Detectives shall maintain their assigned vehicle in accordance to the standards and policies set forth by the City, and especially regarding the use of City-owned vehicles in City policy 200-18. If a detective is scheduled to be out of work for longer than one workweek, he/she may be required to bring back the take home vehicle for the duration of the detective's time away from work.

For a detective given a take-home vehicle, the maximum allowable commuting distance is 25 miles. This driving distance will be calculated from the employee's primary residential residence to the City limits of Auburn. Employees commuting in a City-owned vehicle must notify the Chief's office, via the chain of command, when changing residences. This notification will include an updated mileage calculation. If there is a questionable use of the vehicle, the employee shall discuss this usage with their immediate supervisor. All employees should be prepared to justify all vehicle usage. The employee shall not leave weapons and/or specialized equipment in the vehicle overnight.

This MOU shall be non-precedent setting. Except as expressly amended herein, all other provisions of the current, collective bargaining agreement between the City of Auburn and the Auburn Police Guild remain in full force and effect.

Signed this 17th day of December, 2015, at Auburn, Washington

CITY OF AUBURN

AUBURN POLICE GUILD

By: 

By: 

Rob Roscoe
Director of Human Resources/
Risk Management

Douglas Fair
President