

Collective Bargaining Agreement

By and Between

The City of Othello

And

Fraternal Order of Police

Police Line Officers

For the period January 1, 2017 to December 31, 2019

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Article 1- Agreement

1.1 This Agreement is between the City of Othello, Washington and the Fraternal Order of Police. Unless otherwise expressly provided herein, the provisions of this Agreement shall be effective upon the date of ratification.

Article 2 - Purpose

2.1 The purpose of the City and Union in entering into this agreement is to set forth their complete Agreement with regard to wages, hours and working conditions for the employees in the bargaining unit.

Article 3 - Definitions

3.1 As used herein, the following terms are defined as follows:

- A. "Employer" means the City of Othello, Washington.
- B. "Union" means the Fraternal Order of Police.
- C. "Employee" means a regular full-time employee in the bargaining unit (as defined in subparagraph "D" hereof) covered in this agreement.
- D. "Bargaining Unit" as used herein shall include fully commissioned police officers of the Police Department, excluding administrative personnel, (Police Chief, Assistant Chief, Sergeant) of the City of Othello.
- E. "Wage" means the hourly rate of pay so identified and set forth in this Agreement.
- F. "Reserves" There shall exist, at the option of the Employer, a reserve unit of reserve commissioned law enforcement officers to which the provisions of the Labor Agreement shall not apply. The purpose of said reserves shall be to supplement, rather than displace, the work of regular officers.
- G. "Regular Full-time Employee" A regular full-time employee shall be defined as any employee who fills a full-time position which is regularly scheduled to work.
- H. "Probationary Employee" A probationary employee shall be defined as any new hire for the purpose of becoming a regular employee who has not completed eighteen (18) consecutive months of service with the Employer. It is understood that the probationary period is part of the selection process and designed to allow evaluation of an employee's fitness for regular status. As a result, a probationary employee may be separated from employment or otherwise disciplined at the sole discretion of the Employer without recourse to the grievance procedure

contained in this agreement. A new hire that comes in as a lateral transfer shall be subject to a twelve (12) month probationary period instead of eighteen (18) months.

Article 4 - Recognition

4.1 The City recognizes the Union as the designated representative of its police officers for the purpose of collective bargaining with respect to wages, hours, working conditions and other conditions of employment.

4.2 It shall be a condition of employment that all employees of the Employer, covered by this Agreement, who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing and those who are not members on the execution date of this Agreement shall, on or before the thirtieth (30th) day following the execution date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date, shall on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.

4.3 All collective bargaining with respect to wages, hours, working conditions and other conditions of employment, shall be conducted by authorized representatives of the Union and the Employer.

4.4 There shall be no soliciting of employees for Union membership during working hours. Any employee who does so shall be subject to disciplinary action including dismissal.

4.5 Authorized Union representatives may visit the workplace to discuss matters of Union business provided no such discussions may interfere with, hamper, and/or obstruct the normal operations or work schedules of the Department. The Union representative will notify the Department Head or other person in charge upon his/her arrival for visitation.

Article 5- Deduction of Dues

5.1 The Employer will make a deduction for Union dues and initiation fees from the wages of each employee who executes a properly written authorization and such deduction shall be remitted to the Union.

5.2 The Union agrees to indemnify and hold the Employer harmless from any and all suits, actions, judgments and/or awards that shall arise by reason of action taken by the Employer in reliance upon signed Authorization Cards furnished to the Employer by the Union for the purpose of complying with the provisions of this Article.

Article 6 - Compliance

6.1 The Employer and union will cooperate to assure compliance with Civil Service and non-discrimination laws.

6.2 Both parties agree that in order to comply with the applicable provisions of the Fair Labor Standards Act as legally required, this Agreement shall be modified to permit Employer compliance throughout the term of this Agreement.

Article 7 – Management Rights

7.1 Subject to the terms of this Agreement and applicable law including the requirement to negotiate over mandatory subjects of negotiation, the Employer retains the right to exercise the traditional functions of management, including but not limited to the right to:

- a) Direct the work force and determine how operations are to be carried out;
- b) Hire and promote employees;
- c) Discipline employees for just cause;
- d) Maintain the efficiency of Police Department's operations;
- e) Lay off employees because of curtailment of expenditures, reduction of work, or for like causes;
- f) Take actions as may be necessary to carry out City services in emergencies; and
- g) Determine the equipment to be used
- h) Adopt and maintain performance standards and evaluations for all bargaining unit members on an ongoing basis.

7.2 The City and the Fraternal Order of Police agree that a continuing duty to bargain exists under RCW 41.56 prior to the transfer of bargaining unit work.

Article 8 - Performance of Duty

8.1 Employees shall perform their assigned duties to the best of their ability. The union agrees there shall be no strikes, slowdowns, stoppage of work or any interference with the efficient management of the Othello Police Department as prohibited by RCW 41.56.490. The Employer agrees there shall be no lockouts.

Article 9 – Hours of Work

9.1 The workweek for full-time employees shall be one of the following:

10:40 Schedule:

The "10:40" schedule for officers will consist of a ten (10) hour forty (40) minute workday inclusive of the meal period. This work period will consist of a twenty-eight (28) day reoccurring work cycle consisting of five (5) workdays, followed by four (4) days off, followed by five (5) workdays, followed by four (4) days off, followed by five (5) workdays, followed by five (5) days off. Shifts will generally consist of dayshift, swing shift, and nightshift and generally be rotated every twenty-eight (28) days. This may be adjusted to cover vacancies. The City will adopt an FLSA 7k work period start date for these work cycles prior to implementation. The "10:40" reoccurring work period is a 28 day cycle.

8 hour Schedule:

The schedule and workweek for full-time employees shall be five (5) consecutive days of eight (8) consecutive hours of work, (except as provided below), inclusive of the meal period, within the seven (7) consecutive 24-hour period.

9.2 Tentative work schedules showing the employees shifts, work days and hours, shall be posted on the bulletin board fourteen (14) calendar days prior to the effective date of the shift. Seven (7) calendar days prior to the date of the shift a finalized schedule change shall be posted to a shared location on the department computer network accessible to the Employees. Thereafter, no further changes will be made except for approved shift exchanges, emergencies or circumstances beyond the control of the Employer or employees. No covered employee shall be required to work a shift with less than an eight (8) hour rest break between shifts, except for unusual occurrence or by mutual consent of the affected parties and the approval of their shift commanders.

9.3 As used in this Article, "unusual occurrences" mean law enforcement related activities which occur on an infrequent or sporadic basis that are outside the scope of the normal routine activities of the department. Some examples of unusual occurrences are: Homicides Investigations, Serious Assault Case Investigation, Extreme acts of nature (Floods, Etc.), and unforeseen or unplanned personnel leave due to illness or injuries. This section is not intended to be used as a means to cancel pre-approved annual leave.

9.4 Under all circumstances the employee is required to be dressed and available to handle calls at the beginning of the scheduled shift.

9.5 When adequate vehicles are available, officers living within 30 miles response time of city limits will be provided a take home vehicle. Use of this vehicle will be subject to Police Department Policy.

Article 10 – Overtime

10.1 Overtime which has been approved by supervisory or command personnel, and is performed in excess of the 10:40 or 8 hours whichever is currently being worked, unless the excess was created by the regular shift change exclusive of double shift, shall be paid for at one and one-half (1 ½) times the employees straight time rate. All extra shift work and extra duty that is performed will be compensated for at one and one-half (1 ½) pay.

Overtime shall be earned and paid in half (1/2) hour increments with any portion rounded to the nearest half (1/2) hour.

10.2 When required to appear in court to testify outside of the employee's regularly scheduled shift, the employee shall be paid a minimum of two (2) hours at the applicable time and one-half rate (1 1/2).

10.3 The Employer has the right to schedule overtime work consistent with the Employer's obligations to the public. Though employees may not refuse overtime, voluntary arrangements will be used to the extent practical. The Employer will endeavor to give ample advance notice of overtime assignments and will strive to distribute overtime equitably among those qualified to perform the work.

10.4 In the event of an employee being called back to duty outside of the employee's regularly scheduled shift (including to attend unscheduled patrol/staff meetings), excluding hold over and early reporting contiguous with an employee's regular shift, the employee shall be paid a minimum of two (2) hours overtime.

10.5 Compensatory time off in lieu of overtime pay may be granted by the Police Chief upon the employee's written request. Said time shall be credited at time and one-half (1 1/2) the hours worked and may accrue to a maximum of forty (40) hours. On December 31, any remaining hours will carry over to the new year.

10.6 Excluding calls outs as described in 10.4 above, business phone calls received outside of regular working hours will be compensated for at a fifteen (15) minute minimum Article 11 – Wages

Article 11: Wages

11.1 The monthly salaries of the employees covered by this Agreement are contained in Appendix "A", which by reference is made a part of this Agreement. Should it become necessary to establish a new job classification within the bargaining unit during the contract year, the Employer may designate a job classification title and salary for the classification. The salary for any new classification within the bargaining unit shall be subject to negotiation. Such negotiation shall commence no later than 45 days after implementation of any new classification or salary.

11.1.1 Upon the hiring of a lateral police officer, as defined by Civil Service Rules, the chief is authorized to offer a wage step up to and including Step E when that wage step is supported by the lateral police officers actual years of service as a regular full time police officer.

11.1.2 Effective January 1, 2017, any lateral police officer currently employed with Othello Police Department will receive the wage step commensurate with their years of service as a regular full time police officer.

11.2 Premium Pay:

Spanish Fluency

Employees who are fluent in speaking and writing the Spanish language shall receive an additional 3% of base pay/month. The Employer will select and pay for any testing.

Education Incentive

Upon proof of the following degrees, an Employee will receive:

2% of base pay for an Associate's Degree.

4% of base pay for a Bachelor's Degree.

Temporary Assignments:

The Chief may assign qualified officers to temporary duty assignments. These are not promotions and may be assigned or unassigned at the Chiefs discretion.

FTO

Employees certified to be Field Training Officer (FTO) will receive an additional 2% of base pay per month for any month where they have a trainee assigned to them for field training.

K-9 Duty

Officers assigned to K-9 duty will receive during such duty two (2) hours off with pay per week for K-9 maintenance. The two (2) hours off will be scheduled by the chief with input from the officer. In the event of a disagreement as to when the time off will be scheduled the chief shall make the final decision.

School Resource Officer

Officers assigned to serve as School Resource Officer will receive a premium of 2% of base pay per month while assigned.

Detective

Officers assigned to serve as Detective will receive a premium of 2% of base pay per month while assigned.

Officer in Charge (OIC)

In the absence of a sergeant, unless otherwise assigned by the Chief or his designee, the most senior officer present will temporarily serve as officer in charge (OIC). The OIC is responsible for the duties normally assigned to the sergeant to include supervision of the shift, report approval, etc. When the sergeant is absent two (2) or more hours the officer serving as OIC will receive an additional 10% of base pay for the hours worked in this capacity.

Longevity:

Effective January 1, 2017, the Employee shall receive following completion of their anniversary date of employment with Othello Police, longevity pay as listed below:

<u>After Completion of:</u>	<u>Amount</u>
15 years (180 months)	3% of base pay/month
20 years (240 months)	4% of base pay/month

Deferred Compensation:

In accordance with the City's deferred compensation plan and limitations of federal law, regular full time employees are eligible to voluntarily participate in the City's Internal Revenue Code (IRC) Section 457 plan. The City reserves the right to select the plan administrator to improve cost effectiveness of the 457 plan administration and to improve service levels for plan members.

The City shall match up to two percent (2%) of the employee's base wage into the IRC 457 plan.

Article 12 – Uniforms

12.1 The City agrees to compensate each member a \$200 taxable yearly "boot/clothing allowance" to be paid as part of the normal payroll in January of each year.

Article 13 - Vacations

13.1 Each department head is responsible for scheduling its employees' vacation without undue disruption of department operations.

13.2 Vacation Accrual

Months of Service	0-12m	13-60m	61-120m	121-180m	181m and longer
Annual Hours					
Vacation Accrual	96hrs	120hrs	160hrs	178hrs	200hrs

13.2.1 Effective January 1, 2017, lateral police officers, as defined by Civil Service Rules, will receive the vacation accrual rate commensurate with their actual years of service as a regular full-time police officer.

13.3 Leave requests shall be submitted by employees at least thirty (30) days prior to the vacation dates requested. Employees may be denied permission to take vacation if it would unduly disrupt operations.

13.4 Employees are encouraged to use vacation time annually, upon approval from their department head. The maximum number of accrued vacation hours, at any time is 240 hours.

13.5 In cases where City operations have made it impractical for an employee to use vacation time, the mayor may authorize a two (2) month extension.

13.6 Employees may be paid for unused vacation time up to 240 hours upon proper termination of employment.

Article 14 - Holidays

14.1 Holidays will be posted in January at the rate of 48 hours and in July at the rate of 40 hours.

Hours posted in January each year are intended for use in the twelve (12) month period following their posting, and the hours posted in July each year are intended for use in the six months period following their posting.

14.2 Carry-over hours are subject to the discretion of the Police Chief and must be requested in writing.

14.3 Holiday leave requests shall be submitted by employees at least four (4) days prior to the holiday leave requested.

14.4 Unused holiday hours will be cashed out and paid in December.

Article 15 - Sick Leave

15.1 All full-time regular employees, except LEOFF I employees, accrue sick leave benefits at the rate of one work day for each calendar month of continuous employment up to the number of hours in one-hundred twenty (120) work days (960 hours), based on eight (8) hour days.

15.2 Regular employees shall have six (6) days of sick leave available upon the commencement of employment as an advance of the first six months sick leave. If employment is ended for any reason and the employee has taken more sick leave than earned, his/her final salary payment shall be adjusted accordingly.

15.3 Sick leave covers those situations in which an employee is absent from work due to:

1. Physical injury or illness to the employee.
2. Employees may use their choice of sick leave, vacation or personal holiday leave to care for the employee's dependent children, who are ill or have a health condition; to care for a spouse, parent, grandparent or parent in-law with a serious health condition or during a health emergency.
3. Medical or dental appointments for the employee or dependent child, provided that the employee must make a reasonable effort to schedule such appointments at times which have the least interference with the work day.
4. An employee eligible for sick leave with pay shall be granted such leave for personal illness or physical incapacity resulting from cause beyond the employee's control, such as forced quarantine of the employee, in accordance with community health requirements.
5. Use of a prescription drug, which impairs job performance or safety.
6. Actual periods of temporary disability associated with pregnancy or childbirth. Employees may request additional time off beyond the actual period of disability, vacation leave, compensatory time, or leave without pay may be used.
7. Employees may be sent home and required to use sick leave if a supervisor determines an employee's performance is negatively affected by their conditions.

15.4 When the sick leave continues for three or more working days, the employee will file a Healthcare Providers certificate with the department head stating the cause of the absence and the nature of the illness. The City may also request the opinion of a second Health Care Provider at the City's expense to determine whether the employee suffers from a chronic physical or mental condition which impairs his/her ability to perform the job. Employees who are habitually absent due to illness or disability may be separated if their disability cannot be reasonably accommodated and/or when the employee's absenteeism prevents the orderly and efficient provision of services to the citizens of the City.

- (a) Leave may not be taken before earned.
- (b) Sickness shall be reported at the beginning of any period of illness to the department head or supervisor as soon as possible but in no case later than one hour prior to shift start time.
- (c) A Health Care Providers certificate will be furnished at the discretion of the department head or personnel director whenever an employee claims sick leave for the protection of the employee and fellow employees.
- (d) Any employee found to have abused the sick leave privilege by falsification or misrepresentation may be subject to dismissal at the discretion of the Mayor.
- (e) In the case of injury or illness which is covered by industrial insurance, an amount of sick leave may be used to pay the difference between industrial insurance, workman's compensation and the employee's regular rate of pay and no combination of payments received added to sick leave will exceed the regular rate of pay.
- (f) Any failure to give notice, file a Health Care Providers certificate upon request, or complete a sick leave report as required in this section, may be cause for denial of such leave with pay.
- (g) Employees who use all their accumulated sick leave and require more time off due to illness or injury may with the City Administrator's/Mayor's prior approval, take leave without pay.
- (h) Sick Leave on Vacation* - Whenever a regular employee off duty on paid vacation is actually hospitalized for twenty-four (24) hours or more, during that period, he may charge such absence to his sick leave account. Prompt notice and a doctor's certificate verifying the same shall be supplied to his department head.

15.5 Light duty assignments may be made available to Employees who are sick, injured or disabled and who have been released by their physician to work light duty if work is available and suitable. Management retains the ability to require employees

who have been released by their physician to work light duty to work. Priority will be given to employees who are injured in the line of duty. Management retains the right to assign the work schedule during the light duty assignment; however, employees on light duty will work no more hours than their regular work schedule.

- (a) Employees working light duty shall perform those duties assigned by the Chief of Police and shall be consistent with the type of duties normally performed by members of the bargaining unit, if possible.
- (b) During the light duty schedule and if working full time, employees shall continue to accrue their regular benefits as outlined in collective bargaining and current personnel policies. If working less than full time employees will receive prorated benefits.
- (c) Light duty assignments may be authorized in thirty (30) day increments provided there are sufficient and compatible duties to be performed. A light duty assignment shall not exceed three (3) months. Employees may request, in writing, an extension of the three month provision of this section subject to approval by the Chief of Police.

15.6 Incentive Plan.

Any unused sick leave allowance in any year shall accumulate year to year, not to exceed nine hundred sixty (960) hours, into a bank for the future use of any employee, provided that an employee who accrues more than nine hundred sixty (960) hours of sick leave as of December 31st of any year shall be compensated for the sick leave hours accrued in excess of nine hundred sixty (960) hours at the rate of twenty-five percent (25%) of his or her sick leave in excess of nine hundred sixty (960) hours at his or her current salary rate. The compensation for excess accrued sick leave shall be paid to the eligible employee in the normal payroll in January of each year.

15.7 Worker's Compensation.

Any Employee who is eligible for State Industrial Compensation for time off because of an on-the-job injury shall be paid sick leave and shall charge the first three (3) working days of absence to sick leave. Thereafter, the Employee shall be compensated by the Employer in an amount equal to the difference between his regular salary and those sums he is paid by State Industrial. Exception: LEOFF 1 Employees shall be governed by applicable state statute.

15.7.1 Temporary Duty Disability and Service Credit Buy Back.

A. Applicability. This provision applies only to Plan 2 members of the Washington State Law Enforcement Officers' and Fire Fighters' Retirement System (LEOFF).

B. Recouping Service Credit. Any eligible Employee who is disabled in the line of duty on or after January 1, 2005 may establish service credit under LEOFF Plan 2 if the employee receives disability leave supplement under RCW 41.04.500 through .503 or similar benefits under RCW 41.04.535

C. Procedure. Requests for service credit are subject to the following conditions:

1. Every member who wishes to establish service credit for disability must send written request to:

LEOFF Benefit Supervisor
Department of Retirement Systems
P.O. Box 48380
Olympia, Washington 98504

The request must include the member's name, social security number, current Employer, and the period(s) for which service credit is requested.

2. The member may establish up to six (6) months of service credit for each incident covered by RCW 41.04.500 through .530 or RCW 41.04.535, with a maximum of twenty-four (24) months for a career.

3. To establish service credit, a member must be employed in an eligible position or for an authorized leave of absence. Service credit cannot be granted after a member separates from employment even if he or she subsequently returns to service.

4. The Employer shall pay the Employee's contribution at the rates in effect for the period of service to be credited.

D. Basis of Contribution. Contributions are to be based on the "regular compensation" the member would have received if he or she had been able to work during the time to be credited. Salary increases that would have applied during this time are "regular compensation."

E. Verification of Employment. The Department of Retirement Services will calculate the obligation based on a Verification of Employment (VOE) form submitted by the Employer. The Employer must verify that the member received disability leave supplement under RCW 41.04.500 through .530 or similar benefits under RCW 41.04.535 during the period indicated on the VOE.

15.8 Upon the on or off-duty death of a regular full time employee, the City shall compensate the surviving spouse or the estate of the deceased, the straight time hourly rate of the actual sick leave balance up to 960 hours.

Article 16 - Other Leaves

16.1 Jury Duty: A regular employee required to report for jury duty during the employee's workday is granted leave with pay. The employee receives full pay from the City for the time served on the jury up to a maximum of two (2) weeks, provided the employee remits to the City all fees for jury duty as soon as the duty fees are received. Compensation for mileage when the employee uses their own vehicle and the subsistence allowance is not to be considered as fees and are retained by the employee.

16.2 Subpoena: Related to Employment - An employee who is subpoenaed to appear in court as a witness in a matter arising from their job-related duties with the City is granted leave with pay when the employee is appearing during their workday. If the employee appears when off-duty, the employee receives overtime pay or compensatory time, per 13.02. Compensation received by the employee for witness or subpoena fees, and for mileage when traveling in a City-owned vehicle is remitted to the City. Compensation for mileage, when traveling in a private vehicle, is retained by the employee.

16.3 Funeral Leave: An employee shall be allowed paid funeral leave not to exceed three (3) days for a death in the employee's immediate family (employee's spouse or household member, children, stepchildren, parents, maternal grandparents, or spouse's/household member's parents). Household members are persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term does not include persons sharing the same house when the living style is primarily that of a dormitory or commune. If travel outside of the area is greater than two hundred fifty (250) miles one way the employee shall be granted up to two additional days from sick leave or other accrued leave. Additional time from sick leave or other accrued leave may be allowed the discretion of the Chief.

16.4 Leave of Absence: The Employer may, at its sole discretion, grant a leave of absence for a period of up to six (6) months. Such leave may be extended at the discretion of the Employer. Such leave of absence, or extension, shall be in writing with a copy to the Union. Employees granted a leave of absence in accordance with this provision shall not acquire seniority during the leave, provided, when the leave is for thirty (30) calendar days or less, no loss of seniority shall occur.

16.5 Leave for Negotiations: For the purpose of contract negotiations, one (1) employee, Shop Steward, shall be released from regularly scheduled hours of work up to an aggregate maximum of twenty-four (24) hours. It is anticipated that negotiation sessions might continue into the employee's off duty time without compensation.

16.6 Military Leave of Absence: Military leave is granted according to the provisions of Federal and State law. Notification of such leave to the City will occur immediately upon the employees receipt of orders.

Article 17 - Grievance Procedure

17.1 A grievance means a claim or dispute by an employee with respect to the interpretation or application of the provisions of this Agreement. Nothing in this procedure shall prohibit an employee from discussing a complaint directly with his superior or department head without representation by the Union. Grievances not filed within the specified time frame shall be deemed waived and shall not be processed. An employee filing a grievance under this article shall be deemed to have made an election of remedies and waived their right to process the matter through civil service.

STEP 1: An employee or a group of employees claiming to have a grievance, shall within ten (10) working days of becoming aware of the alleged occurrence, submit the grievance in writing. The written statement shall set forth:

- A. The nature of the grievance.
- B. A statement of the facts upon which the grievance is based.
- C. The provisions of the Agreement covering the grievance, and
- D. A statement of the relief desired.

The employee shall present the written grievance to the Chief. The Chief shall attempt to resolve it within ten (10) working days after it is presented to them.

STEP 2: If the employee is not satisfied with the solution by the Chief, the grievance, in writing, along with all pertinent materials may be presented to the Mayor or designee by the employee. The Mayor or designee shall attempt to resolve the grievance within ten (10) working days after it has been presented to them.

STEP 3: If within ten (10) working days the grievance has not been settled by the Mayor and agreed upon both parties, it shall be submitted to the Public Employment Relations Commission (PERC) for mediation.

STEP 4: If the grievance has not been settled by mediation, the matter may be submitted by either party for arbitration. The arbitrator shall be appointed by agreement between the Employer and the Union. If the Employer and Union are unable to agree upon an Arbitrator, within five (5) days after they meet to determine such an appointee, they shall jointly request the Public Employment Relations Commissions to provide a list of five (5) Arbitrators from which the parties may select one (1). The Employer and the Union shall alternately eliminate the name of one (1) person on the list until one (1) name remains. The person whose name was not eliminated shall be the Arbitrator. It shall be the function of the Arbitrator to hold a hearing at which the parties shall submit their cases concerning the grievance.

17.2 The Arbitrator shall render his decision based upon the interpretation and application of the provisions of the Agreement within thirty (30) days after such hearing.

The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer which is beyond its jurisdiction. Each party hereto will pay the expenses of their own representatives and the expenses of the Arbitrator will be borne equally by the parties hereto. Neither the Arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement. When a person involved as an integral part of this procedure is unavailable for a period of time the time period set forth in this procedure shall be extended in direct proportion to the absence during which the person is unavailable.

Upon mutual agreement by the Union and the City and at the conclusion of the evidentiary portion of the arbitration, the parties may agree to oral closing arguments in lieu of written closing briefs.

If the parties mutually agree to oral closing arguments, the parties may also mutually agree, in writing to have the arbitrator issue an oral bench decision. The oral bench decision shall be recorded and transcribed by the parties as the formal record of the arbitration. The arbitrator shall issue their oral bench decision within a reasonable time after the conclusion of the arbitration hearing but within at least two (2) hours of the conclusion of the arbitration hearing.

Article 18 – Savings Clause

18.1 If any provision of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be held invalid and will remain in full force and effect. The Article or Section held invalid shall be modified as required by law and shall be renegotiated for the purpose of an adequate replacement.

Article 19 – Reduction in Staff

19.1 In the event of a needed reduction in staff, the employee with the newest hire date, in the affected classification, shall be the first person laid off

19.2 Employee service shall terminate upon discharge for just cause, resignation, retirement or twelve (12) consecutive months of layoff.

Article 20 - Discipline/Discharge

20.1 The City has the right to discipline or discharge employees for just cause. No provision of these disciplinary procedures are to be construed as to mandate the use of progressive discipline; although the City will strive to adhere to the principles of

progressive discipline. The City may discipline or discharge employees based on the following examples of misconduct, but is not limited thereto:

- (1) Violations of work rules, regulations and amendments thereto;
- (2) Neglect of duty;
- (3) Insubordination;
- (4) Conviction of a crime;
- (5) Gross misconduct;
- (6) Unauthorized use of material or equipment;
- (7) Abuse of sick leave;
- (8) Falsification of reports, records or other documentation;
- (9) Drinking of intoxicants or use of drugs while on duty or coming to work while under the influence of intoxicants and/or drugs;
- (10) Recklessness;
- (11) Theft;
- (12) Negligent and/or willful damage to City property;
- (13) Possession of illegal drugs while on duty;
- (14) Failure to report to work at the end of an approved leave of absence period or using a leave of absence for reasons other than those for which it was originally granted.

20.2 If the City elects to use disciplinary action, then it will strive to administer discipline in a progressive fashion. Discipline will be dependent on the severity of the infraction, and the City is not required to adhere strictly to the order or system set forth below:

- (1) Verbal reprimand.
- (2) Written reprimand.
- (3) Suspension without pay.
- (4) Discharge.

20.3 All steps in progressive discipline shall be conducted formally, in a private meeting with the employee having a right to representation. Employees shall receive prior written notification of the issues to be discussed. It is the City's responsibility to inform the employee(s) of their right to Union representation. The Union will be provided copies of all disciplinary actions.

Employees will be entitled to a pre-termination (Loudermill) hearing, with the right to representation, to present evidence, arguments, and witnesses in their defense.

The City will strive to investigate and administer disciplinary actions in a timely manner.

20.4 Disciplinary records will, after twenty-four (24) months from the date of the incident, and upon the employee's written request, be removed from the active file, unless in the intervening period related infractions have occurred. In this case the time frame above starts over from the date of the most recent related infraction.

20.5 An Employee has the right to attach a written rebuttal to any document placed in their personnel file.

20.6 The employee, Employer, or union may request, prior to the interview, that an investigation interview be recorded, either mechanically or by stenographer. The party requesting such recording shall pay for said recording and transcription thereof and shall timely supply the other party with a copy of said recording or transcript. Upon request, the employee under investigation shall be provided an exact copy of any written statement he/she had signed.

20.7 In the event dismissal of an employee becomes imminent and the Employer determines an alternative to said dismissal is the employee's resignation, said employee will be provided a reasonable opportunity to confer with the Union before being requested to respond to the offer of resignation.

20.8 Watch Guard Vehicle Recording / Global Positioning System data will only be used in the case of a complaint against an employee or there is a basis for reasonable suspicion to examine the data.

Article 21 - Seniority

21.1 "Seniority" as used in this Agreement, is determined by the length of an employee's continuous service within the Othello Police Department since his last date of hire, Continuous Service shall include any authorized leave, up to a maximum of one (1) year.

21.2 The Employer will provide the Union with copies of the seniority list during January annually or at other times by mutual consent. Said list shall be the official seniority register. Should more than one (1) employee have the same hire date, the individuals involved will determine seniority by use of their Civil Service Examination Ranking.

21.3 An employee shall lose all seniority, forfeit all rights and the Employer shall have no obligation to rehire said employee under the following conditions:

- A. The employee voluntarily leaves the service of the Employer, or,
- B. The employee is discharged for just cause, or
- C. The employee is discharged during the probationary period; or,
- D. The employee is laid off for a period in excess of twelve (12) consecutive months

21.4 A promotional appointee who is rejected or who voluntarily demotes during the promotional period from the position to which he was promoted shall be restored to the position from which he was promoted.

Article 22 - Insurance

22.1 Health and Welfare coverage, to include Medical, Dental, and Vision, shall be provided by the Employer in accordance with the laws of the State of Washington in existence at any given time during the term of this Agreement. This coverage shall include employees and dependents. Employee or dependent benefits shall not be reduced during the life of this Agreement.

22.02 2016 rate \$1,321.40, employee share \$27.70

Effective January 1, 2017 the City agrees to pay \$1,349.10 for Health Care Premiums. For this, and the life of this agreement, any increase will be borne equally by the employer and the bargaining unit member (50% / 50%). This will be calculated as follows:

Increase = (New year monthly combined premium – previous year monthly combined premium).

Employer contribution = previous year monthly combined premium + (Increase * .5)

Employee contribution = (Increase * .5)

22.03 Notwithstanding any other provision of this Agreement, the Employer retains the right to put medical plans out to bid or negotiate changes in, or with carriers for economic reductions in cost, provided benefit structure is maintained at the level established in this agreement.

22.04 The Employer shall have the exclusive right to change carriers and plans to bring the Employer in compliance with the requirements of State and Federal law.

Article 23 – Labor Management Committee

23.1 The parties to this agreement herein agree as follows to the formation and governance of a labor management committee under the following conditions:

23.2 In the interests of greater communications and for the purpose of developing a more harmonious work environment, the parties agree to the creation of a joint Labor Management Committee, to consist of no more than three (3) members appointed by the Union and no more than three (3) members appointed by the City. The Committee will meet quarterly, but may agree to meet less frequently or more frequently as needed and agreed.

23.3 The Committee may not engage in collective bargaining, intervene in, add to or delete from the Collective Bargaining Agreement nor may it involve itself in any grievance that has been reduced to writing and/or has passed Step 1 of the grievance procedure.

23.4 The Committee shall be a means of resolving potential conflicts and possible grievances, communicating short and long term projects and goals of both the City and the Union and for the general sharing of information. Including the updating of budget status and fiscal outlook

23.5 Each party will keep their own minutes.

23.6 Meetings may be scheduled during working hours with no loss of pay or benefits to any members of the Committee or after hours with no pay and or benefits due, unless there is mutual agreement to pay overtime.

Article 24 – Bill of Rights

- Law enforcement officers shall, if disciplinary action is expected, be notified of the investigation, the nature of the alleged violation, and be notified of the outcome of the investigation and the recommendations made to superiors by the investigators;
- Questioning of a law enforcement officer should be conducted for a reasonable length of time and preferably while the officer is on duty unless exigent circumstances apply;
- Questioning of the law enforcement officer should take place at the offices of those conducting the investigation or at the place where the officer reports to work, unless the officer consents to another location;
- Law enforcement officers will be questioned by no more than two investigators, and he or she shall be informed of the name, rank and command of the officers conducting the investigation;
- Law enforcement officers under investigation are entitled to have counsel or any other individual of their choice present at the interrogation;
- Law enforcement officers cannot be threatened, harassed or promised rewards to induce the answering of any question;
- Law enforcement officers are entitled to a hearing, with notification in advance of the date, access to transcripts and other relevant documents and evidence generated by the hearing and to representation by counsel or another non-attorney representative at the hearing;
- Law enforcement officers shall have the opportunity to comment in writing on any adverse materials placed in his or her personnel file; and
- Law enforcement officers cannot be subject to retaliation for the exercise of these or any other rights under Federal, State or local law.

Article 25 - Entire Agreement

25.1 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, unless mutually agreed upon by both parties in writing or mandated by law.

25.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement or by mutual agreement or as mandated by law, the Employer and the Union for the duration of this Agreement, each voluntarily and unqualifiedly, agree to waive the right to oblige the other party to bargain with respect to any subject or matter whether or not specifically referred to or covered in this Agreement, except to the extent required by law.

Article 26 - Terms of Agreement

26.1 All Articles and Sections of this Agreement shall be in effect for a period from date of ratification except as otherwise stated, and shall continue in full force and effect until December 31, 2019.

26.2 Either party desiring to negotiate any changes, additions or modifications in this Agreement to become effective January 1, 2020, may notify the other party in writing to that effect on or before June 1 immediately preceding. In the event such notice to negotiate changes, additions or modifications is given, the terms of this Agreement shall remain in effect during the course of negotiations. The term of this contract shall not extend beyond that permitted by applicable state and Federal laws, and that each and all of the terms and provisions of this contract are subject to State and Federal law.

As agreed this 9th day of January 2017.

CITY OF OTHELLO

FOP

Mayor

FOP

City Clerk

FOP

APPENDIX "A"

POLICE DEPARTMENT

SALARY PLAN

2016 Current

Entry	6 month	1Yr	2Yr	3Yr	Yr5	Yr10	Yr15
\$4,113	\$4,319	\$4,535	\$4,761	\$4,999	\$5,249	\$5,512	\$5,787

2017

Entry	Step A	Step B	Step C	Step D	Step E
0-12M	13-24M	25-36M	37-48M	49-60M	61m or more
\$4,405	\$4,625	\$4,857	\$5,099	\$5,354	\$5,622

2% increase to previous 6 month step, 5% steps

2018

Entry	Step A	Step B	Step C	Step D	Step E
0-12M	13-24M	25-36M	37-48M	49-60M	61m or more
\$4,493	\$4,718	\$4,954	\$5,201	\$5,461	\$5,734

2% increase

2019

Entry	Step A	Step B	Step C	Step D	Step E
0-12M	13-24M	25-36M	37-48M	49-60M	61m or more
\$4,583	\$4,812	\$5,053	\$5,305	\$5,571	\$5,849

2% increase