

LABOR AGREEMENT

BETWEEN

CITY OF WOODLAND

AND THE

WOODLAND POLICE OFFICERS' ASSOCIATION

FOR THE PERIOD

January 1, 2018 through December 31, 2020

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AGREEMENT BETWEEN

CITY OF WOODLAND

AND THE

WOODLAND POLICE OFFICERS' ASSOCIATION

THIS AGREEMENT made and entered into this 1st day of January, 2018, by and between the CITY OF WOODLAND, WASHINGTON, hereinafter referred to as the "City", and the WOODLAND POLICE OFFICERS' ASSOCIATION, hereinafter referred to as the "Association".

WHEREAS, the parties have engaged in collective bargaining for the purpose of developing an Agreement on wages, hours, and other conditions of employment.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties agree with each other as follows with respect to the employees of the City recognized as being represented by the Association:

ARTICLE 1 – RECOGNITION

The City of Woodland (City) recognizes the Woodland Police Officers' Association (Association) as the exclusive bargaining agent of all full-time police officers and police sergeants employed by the City.

ARTICLE 2 – MANAGEMENT RIGHTS

Section 1. The management of the City and the direction of the work force is vested exclusively with the City subject to the terms of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the City in accordance with such policy or procedure as the City may from time to time determine.

Section 2. It is understood that and supervisory employees not covered under this Agreement shall not perform bargaining unit work except in the case an emergency, or for purposes of instruction or training, or where the complement of regular employees is temporarily reduced by reason of absence not to exceed ten (10) days of any bargaining unit employee due to illness, or other legitimate reasons, or where the workload is temporarily increased. Provided however, the above shall not preclude the Police Chief from performing any department related work as has traditionally been performed.

Section 3. Bargaining unit members are subject to the provisions of the City Personnel Ordinance. Provided however, this Agreement shall take precedence if a conflict exists. For employees hired on or after October 1, 2018, starting on their hire date or upon completion of any required Washington State Law Enforcement Academy (whichever is longer), shall serve a twelve (12) month probation period. Employees that do not need to complete the Academy shall serve a twelve (12) month probation period following hire.

ARTICLE 3 – ASSOCIATION SECURITY

Section 1. Dues Deductions: The Association President or designee shall notify the City in a timely manner, in writing, of the dues, representation fees and/or assessments charged by the Association to its members, and of any changes thereto. Those employees within the Association's bargaining unit who voluntarily consent to pay such dues/fees/assessments will provide written authorization to have the appropriate sums deducted from their pay to the Association, and the Association will in turn forward that written authorization to the City. Upon receipt of such a written authorization that pertains to a particular individual, the City will immediately begin to deduct the appropriate amount of dues/fees/assessments from the pay of that individual and will forward the total amount deducted to the Association on a monthly basis. The City will immediately stop deducting dues/fees/assessments for individuals who revoke their consent in writing. Such revocation will be communicated to the Association, which will in turn promptly communicate it to the City.

Section 2. Hold Harmless: The Association shall indemnify and hold the City harmless from any and all liability to third parties resulting from the application of the provisions of this Article.

Section 3. New-Hire Orientation: The City shall notify the Association of all new employees hired into the bargaining unit. Within two weeks of the employee's hire date, the Association shall be afforded 1 hour of the newly-hired employee's regular working time for purposes of presenting information about Association membership and bargaining representation to the employee.

ARTICLE 4 – ASSOCIATION REPRESENTATIVES AND ASSOCIATION ACTIVITY

Section 1. The Association shall inform the Police Chief, in writing, of the names of the officials authorized to represent the Association, which information shall be kept up-to-date at all times. Only persons so designated will be accepted by the City as representatives of the Association.

Any potential conflict of interest between an Association Official's role and his/her role as an employee shall be discussed between the Association and the Police Chief.

Section 2. Solicitation of Association membership, or collection or checking of dues, will not be conducted during working hours. The City agrees not to discriminate in any way against any employee for Association activity, but such activity shall not be carried on during working hours, except as expressly allowed by the provisions of this Agreement.

Section 3. The Association may designate an employee from the Police Department as an Association representative for the term of the Agreement. The Association representative shall notify and obtain permission from his or her Supervisor before leaving his or her work assignment for the purpose of investigating claims of grievance on the part of employees. If given permission by the affected employee(s), a Supervisor may be present during any discussion relating to the grievance. Activity of the type described in this paragraph shall be conducted with pay, provided it does not extend beyond the time that the Association representative's Supervisor, or the Supervisor of the employee concerned, considers reasonable under the circumstances.

Association members will be allowed to attend any collective bargaining sessions that take place between the City and the Association during that individual's duty hours, provided it is during breaks or the lunch period and as long as their attendance does not interfere with their job duties.

Association members may also attend Association meetings that take place during their duty hours as long as they inform their supervisor of their attendance at such meetings and as long as their attendance does not interfere with their job duties. However, attendance will be approved by the supervisor, in advance.

Section 4. A Business Representative of the Association who wishes to visit the City's premises for the purposes of investigating an employee's grievance, will report first to the Police Chief or his designated representative, state the purpose of the visit, and obtain permission to talk with the employee.

Section 5. Association Leave. Authorized representatives of the Association will be granted leave without pay for the purpose of attending conferences and meetings; provided that the authorized representatives' absences will not adversely affect the Employer's, operations nor cause the Employer to incur additional expenses. The leave must be approved in advance, by the Chief or City designee.

ARTICLE 5 – GRIEVANCE PROCEDURE

Section 1. A grievance ^{arising out of} this Agreement ^{may} be processed by the concerned employee(s) and/or by the Association (the grievant) in an effort to reach a mutually satisfactory resolution as follows: A grievance is defined as an alleged violation of a specific provision of this Agreement. No other matter is subject to the grievance procedure.

- a. Notify the Chief within fifteen (15) calendar days (City recognized holidays will not be included in the computation of calendar days in the notification procedure as set forth in this article) of the event that the grievant wishes to meet informally with the Chief

and to attempt a resolution. An Association representative will either present the grievance to the Chief or will have the right to be present when the grievance is presented to the Chief by the grievant. If the matter is not resolved by such discussions, then;

- b. The grievant shall reduce the grievance to writing setting forth the matter in dispute and the specific provisions of this Agreement which have been allegedly violated and the remedy requested, and submit the same to the Mayor within ten (10) calendar days from the conclusion of the informal discussions in (a) above. The Mayor will then meet with the grievant at a time and place mutually agreed upon to discuss, review and attempt to resolve the grievance. If the Association is not the actual grievant in a particular instance, the Association will have the right to have a representative present when the grievance is presented to the Mayor.

Within fifteen (15) calendar days after the conclusion of such discussion, the Mayor will advise the grievant, in writing, of the decision and such decision shall be final and binding, provided, however, that arbitration may be used if that becomes necessary.

- c. Arbitration Procedure. If the grievance is not settled in accordance with the foregoing procedure, the Association or City may refer the grievance to arbitration within thirty (30) calendar days after the receipt of the answer in Step (b). If the request for arbitration is not filed by the Association representative or the City within thirty (30) calendar days, the Association or the City waives its right to pursue the grievance through the arbitration procedure. The City and the Association shall attempt to select a sole arbitrator by mutual agreement. In the event the parties are unable to agree upon an arbitrator, either party may request the Public Employment Relations Commission (PERC) to submit a panel of nine (9) potential arbitrators. Both the City representative and the Association representative shall have the right to strike four (4) names from the panel. The party striking the first two (2) names shall be determined by a flip of a coin. The other party shall then strike the next two (2) names and so on. The remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection by a

joint letter from the City and the Association requesting that he/she set a time and a place for a hearing subject to the availability of the City and the Association representatives. The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing by the City and the Association, and shall have no authority to make a decision on any other issue not submitted to him/her. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding, provided the decision does not involve action by the City which is beyond its jurisdiction.

Section 2. Special Provisions.

- a. The cost of the arbitrator shall be borne equally by the parties including the arbitrator's fees and expenses, room rental and cost of record.
- b. Each party shall bear the cost of the preparation and presentation of its own case.
- c. The term "employee" or "grievant" as used in this article shall mean an individual employee, a group of employees, and/or their Association representative.
- d. An aggrieved party shall be granted time off without loss of pay for the purpose of attending a hearing on a grievance.
- e. A grievance may be entertained in, or advanced to, any step in the grievance procedure if the parties so jointly agree.
- f. The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A

statement of the duration of such extension of time must be signed by both parties. Legal holidays shall not be counted in the calculation of calendar days.

- g. Any grievance shall be considered settled at the completion of any step if the employee is satisfied or deemed withdrawn if the matter is not appealed within the prescribed period of time.

Section 3.

- a. Disciplinary actions: Bargaining unit members may be disciplined in the form of an oral warning, written warning, suspension, demotion or discharge for just cause. Copies of written reprimands and any other disciplinary letters will be provided to the Association.
- b. Disciplinary investigations and meetings: In disciplinary investigations, an employee shall be afforded all Constitutional rights customarily associated with the Weingarten and Loudermill cases. If an employee is suspended prior to or during an investigation, they shall be in a pay status pending outcome of the investigation and/or disciplinary action. The City shall advise the employee of their right to request Association representation during any investigatory interview or meeting which could reasonably be expected to lead to disciplinary action. Association representation is ^{not} required at non-investigatory meetings such as those conducted to notify the employee of disciplinary action being taken or imposed.

ARTICLE 6 – SENIORITY / LAYOFFS AND RECALL

Section 1. An employee will accrue seniority time from the date of continuous employment as a full-time employee in a position within the bargaining unit.

Section 2. The first thirty (30) days of an employee's leave of absence without pay will be counted as seniority time.

Section 3. An employee's seniority date will be adjusted if he or she is on a leave of absence without pay for more than thirty (30) days for the purpose of awarding sick leave, earning vacation and eligibility and payment of city employee insurance program benefits.

Section 4. Procedures regarding a reduction in force or layoff shall be in accordance with Civil Service Rules.

The last employee laid off shall be given the first opportunity to be reinstated, provided, however, that such employee has the qualifications and ability for the position for which he/she is to be reinstated. Any notice of re-employment to an employee who has been laid off shall be made by phone or certified mail. The employee shall keep the City advised of his/her current address. Failure of such employee to report for work within ten (10) working days of notification to report for reinstatement shall result in loss of job.

Section 5. Two (2) week notice of such layoffs shall be given before the scheduled layoff except in cases of emergency.

Section 6. Any employee laid off shall be placed on the recall list for a period of twelve (12) months. Employees on this recall list that are recalled for up to this twelve (12) month period shall not suffer any reduction in wages or job grade upon return to work.

ARTICLE 7 – TERMINATION

Section 1. It is hereby recognized and agreed that the City has the right to discipline an employee for just cause.

Section 2. The City may use a written warning in lieu of disciplinary action to advise the employee of inappropriate conduct, or of violation of rules. Written warnings shall be placed in the employee's personnel file for a period not to exceed twelve (12) months. An employee may request that the warning letter be reviewed by the Police Chief after six (6) months for possible removal at that time.

Section 3. The City may take disciplinary action by written reprimand, suspension, demotion or discharge. Employees shall be given an opportunity to review and comment upon all disciplinary letters or performance evaluations that are placed in their personnel files. The employee shall be requested to sign the disciplinary letter or performance evaluation. Signature thereon shall not be construed as admission of guilt or concurrence with the disciplinary action or performance evaluation, but rather as an indication that the employee has seen and comprehends the nature of the disciplinary action or performance evaluation.

Section 4. Copies of all letters of warning or disciplinary action shall be given to the employee at the time action is taken or shortly thereafter, and notice of such action shall be forwarded to the Association.

Section 5. An employee suspended without pay may request to forfeit accrued paid days off on a day for day basis, in lieu of the suspension at the discretion of the Chief.

ARTICLE 8 – WORK WEEK, HOURS OF WORK, SHIFTS

Section 1. The standard work schedule shall be four consecutive 12-hour days followed by four consecutive days off. The parties may change to an alternate work schedule at any time based on mutual agreement. Such alternate work schedule may be canceled by either party based on thirty (30) days' notice. In such event, the parties shall revert to the standard work schedule described above.

All shifts will rotate a minimum of three (3) times a year. It is the intent that each employee will rotate through all three works shifts (day shift, swing shift, and graveyard shift). Employees may trade shift rotations within their assigned team upon mutual agreement between the employees involved and at the sole discretion of the Chief or his/her designee and shall not be subject to the grievance procedure.

If an agreed-upon work week averages forty-two (42) hours or less, while employees are assigned to that work week, they will be compensated for all regularly scheduled hours at their straight time rate of pay (to the extent allowed by the FLSA). (See Attached Exhibit "A" for salary schedule.)

Shifts shall be bid by seniority, including shifts that are part of an alternative shift. Provided, however, the chief shall retain discretion to deviate from seniority for purposes of training or special assignments that must be performed on particular shifts, such as DARE officer or persons assigned to duties requiring specialized training such as dealing with child abuse.

Section 2. Unless mutually agreed upon or in case of emergency, there will be a minimum of twelve (12) hours off between scheduled work shifts.

Section 3. Overtime is defined as all hours worked in excess of an employee's regularly scheduled work shift. The Department shall establish an Overtime Rotation List. Overtime shall be filled based on a rotating list starting with the senior officer according to availability. If the employee is not able to be contacted said employee stays on the top of the rotation list. If the employee is contacted and agrees to work and/or refuses the overtime, said employee goes to the bottom of the rotation list. Seniority call out does not apply to special situations that arise. Work schedules shall typically be posted fifteen (15) days prior to their effective date. Once posted, scheduled work shifts will not be changed without seven (7) days advance notice unless mutually agreed upon by the parties. Changes in the scheduled work shifts made without seven (7) days advance notice will be compensated at the overtime rate.

Section 4. Unless mutually agreed upon, all requests for compensatory time shall be made at least four (4) days in advance. Requests to utilize vacation leave shall be made at least ten (10) days in advance. Once vacation leave has been approved, it will not be canceled by the City. To the extent possible, requests to utilize sick leave shall be made as far in advance as possible (for doctor's appointments, etc.)

Section 5. An emergency shall be defined by Webster's dictionary. In the event of an emergency, the Chief shall have discretion to alter scheduling, hours of work or any other article of this agreement, except wages and overtime, in order to address the emergency in any manner he deems fit.

Section 6. All bargaining unit members, including Sergeants and Detectives, will work the same number of average work week hours (i.e. a 42-hour average work week), unless deviations are mutually agreed to by the parties.

ARTICLE 9 – HOLIDAYS

Section 1. The following holidays are observed by the City of Woodland:

New Year's Day	1 st of January
Martin Luther King Day	3 rd Monday of January
President's Day	3 rd Monday of February
Memorial Day	Last Monday of May
Independence Day	4 th of July
Labor Day	1 st Monday of September
Veteran's Day	11 th Day of November
Thanksgiving Day	4 th Thursday of November
Day Immediately Following Thanksgiving Day	4 th Friday of November
Christmas Eve	24 th Day of December
Christmas	25 th Day of December

Section 2. For the purposes of determining when employees are entitled to receive overtime pay as specified in Section 3 below, if an employee works a shift that begins on one of the holidays that is recognized in Section 1, then the entire shift is recognized as being worked on the holiday, and the employee will be entitled to receive overtime pay for the entire shift. If an employee works a shift that begins prior to one of the holidays recognized in Section 1, then the entire shift is recognized as non-holiday, and the employee shall not be entitled to receive overtime pay.

Section 3. Any work performed by an employee at the request of the City on holidays recognized in Section 1 of this Article shall be paid at the rate of pay specified in Article 14 - Overtime.

Section 4. Employees will be paid for holidays in accordance with Section 1 provided that they work all time scheduled on the work day which immediately precedes the holiday, and all scheduled time on the work day which immediately follows the holiday.

Section 5. Effective upon ratification of this Agreement, bargaining unit members who, with less than thirty (30) calendar days' notice, is assigned or volunteers to work a shift on one of the holidays designated in Section 1 above on what would have otherwise been his/her regularly scheduled day off shall be paid double time for the hours worked on that holiday shift.

ARTICLE 10 – VACATIONS

Section 1. Effective January 1, 2010, the following vacation leave accrual schedule shall apply to all bargaining unit members who have maintained continuous full-time employment:

Continuous full-time service

0 through 2 years	8 hours per month
At the beginning of 3 rd year	9.33 hours per month
At the beginning of 5 th year	10.67 hours per month
At the beginning of 8 th year	12.00 hours per month
At the beginning of 10 th year	13.33 hours per month
At the beginning of 15 th year	16.67 hours per month
At the beginning of 20 th year	18.00 hours per month

Section 2. In addition to the vacation accrual schedules that are set forth above, all bargaining unit members will also receive an additional ninety-six (96) hours of vacation leave per year. Eight (8) hours of this vacation leave is in lieu of a Special Day off and eighty-eight (88) hours of this vacation leave is in lieu of holiday pay. Bargaining unit members will receive this additional vacation leave in eight (8) hour increments effective on the first day of each month throughout the

year. On or before October 1st of each year, bargaining unit members may elect to convert up to ninety-six (96) hours of vacation leave to pay at the straight time rate. They may do so by notifying the Clerk- Treasurer, in writing of their intention and the number of hours they wish to convert.

Section 3. Vacation shall accrue on a monthly basis commencing with the first full month after the employee's date of hire, and may be used upon accrual. Provided however, an employee terminated for cause in the first year of employment forfeits any accumulated vacation. If separation is for reasons other than cause, the employee shall be paid for his/her accumulated vacation.

Because vacation is accrued in monthly increments, in the event an employee terminates at a time other than the final day month, the following shall apply:

“An employee who separates from service on or after the 15th day of the month shall receive the full months' vacation accrual Employees separating before the 15th shall receive no vacation accrual for the partial month.”

Unless otherwise approved by the Mayor, an employee may carryover no more than five (5) vacation days in addition to their regular accrual from year to year. Such approval shall be based on a finding that the employee was unable to schedule and take accumulated vacation within the prescribed time period. The City retains the right to approve and schedule vacation consistent with its work needs.

Vacation must be taken in whole-day increments unless otherwise authorized by the employee's Supervisor.

Section 4. Vacation Bidding. Association members will bid their vacation for the year in a multi-tiered fashion based upon the members' seniority within the police department. Members may bid up to two blocks of vacation in each bid. A “block” is defined as one regular scheduled workweek

for the member, regardless of whether it is a full week or partial week of actual vacation time. Each bid will not exceed two scheduled workweeks.

Vacation bidding each year will proceed as follows: Between November 1 and November 10 of each year bargaining unit members will bid on work shifts for the following calendar year. By November 15 each year, the basic work schedule for the following year will be created. The first vacation bid from bargaining unit members will commence no later than November 15th and will be due no later than November 30th. The 2nd bid will be due no later than December 15th of each year. The 3rd bid will be due no later than February 28th of each year. Requests for vacation time submitted after February 28th of each year will be approved on a first come-first served basis.

Section 5. By November 15th of the preceding year, the Chief of Police will provide the bargaining unit with a list of vacation restricted dates that will be in effect for the following year.

ARTICLE 11 – SICK LEAVE

Section 1. Sick leave shall be earned at the rate of eight (8) hours per month of continuous employment accruable to a maximum of twelve hundred (1200) hours. It is understood that any employee at time of ratification who has between twelve hundred (1200) and sixteen hundred (1600) hours shall be grandfathered over the twelve hundred (1200) hours cap until that employee falls under twelve hundred (1200) hours.

Section 2. Employees may use sick leave following their third (3rd) month of continuous employment with the City.

Section 3. In accordance with Police Department Policies and Procedures, sick leave is provided to continue pay during illness or injury incapacitating the employee to perform his/her work, contagious disease whereby his/her attendance at work would create a direct threat to the health of fellow employees or the public, or as otherwise provide by law or this Article.

Use of sick leave is contingent upon following required reporting procedures and compliance with the purposes of sick leave. Employees who fail to call in according to procedures or fail to provide medical verification, if properly requested, may be charged unpaid time for the absence.

- a. Family illness usage. Employees may use sick leave in the event of an illness in the employee's immediate family requiring the attendance of the employee.
- b. Medical and dental appointments. Sick leave will be allowed for doctor and dentist appointments for the employee or members of the employee's immediate family requiring the attendance of the employee. Employees shall make a reasonable effort to schedule these appointments to occur during off-duty hours.
- c. Reporting and approval procedure. In accordance with Police Department Policies and Procedures, employees unable to report for duty shall notify their supervisor. Employees who know in advance that they will be utilizing sick leave for a particular purpose (e.g., surgery, hospitalization, dental or medical appointments, etc.) shall give notice of the dates and such leave as far in advance of the leave as is practicable.
- d. Shared Leave. Employees shall also be eligible for "shared leave" benefits pursuant to city ordinance 804.
- e. Medical Verification. The City may require a physician's certification of the nature and duration of an employee's disability from work, of an employee's ability to return to work, and/or of an employee's ability to continue the full performance of his or her duties.
- f. Immediate Family. Persons related by blood, marriage, domestic partner or legal adoption, in the degree of consanguinity of parent, grandparent, wife, husband, father, mother, brother, sister, child, or grandchild, or any relative living permanently in the employee's household.

Section 4. Funeral leave. In addition to the regular sick leave, an employee shall be granted up to three (3) work shifts funeral leave with regular pay in the event of a death in the immediate family of the employee. An employee's immediate family shall include: spouse, parent, grandparent, children and siblings, spouse's parents. Funeral leave for aunts, uncles, cousins, or in-laws shall be granted through the use of sick leave to maximum of three (3) work shifts. Employees may be excused from work, with pay, to attend the funeral of a deceased employee formally employed at the time of death with the approval, obtained in advance of the funeral of the City.

Section 5. Notification. In order to receive compensation while absent on sick leave or funeral leave, the employee, or someone in the employee's behalf, must notify the Chief, or person designated by the Chief, prior to the absence, or as soon during such absence as possible.

Section 6. Payment of Accumulated Sick Leave. Upon death, termination or retirement, an employee (or a deceased employee's beneficiary) shall receive payment equal to twenty-five percent (25%) of such employee's then accrued and unused sick leave hours at the employee's last hourly rate of pay, provided however, that under no circumstances may an employee's payment for accumulated sick leave and vacation leave when combined exceed two hundred forty (240) hours. Leave is accruable to no more than 1,600 hours.

Section 7. Because sick leave is accrued in monthly increments, in the event an employee terminates at a time other than the final day of the month, the following shall apply:

An employee separates from city service on or after the 15th day of the month shall receive the full month's sick leave accrual. Employees separating before the 15th shall receive no sick leave accrual for the partial month.

Section 8. Accumulated sick leave may be converted to vacation leave on an hour for hour basis during the month of January in an amount not to exceed 16 hours, provided however, that no bargaining unit member is eligible for such conversion if he/she uses any sick leave in the previous

year. This conversion must be requested during the month of January or the right to convert this time is forfeited for the year.

ARTICLE 12 – LEAVES OF ABSENCE

Section 1. RCW 38.40.060 will control for leaves of those employees who are members of the National Guard or Federal Reserve military units.

Section 2. All leaves without pay will be submitted by the employee through the Chief to the Mayor for review and approval. If approved, the employee will be reinstated as follows:

- a. If the leave was due to an industrial injury, to the position held at the time of the leave, provided the position is still available, or, if it is not available, to another available position that the employee can perform.
- b. If the leave was due to a non-industrial injury or illness, to any available position that the employee can perform.

Section 3. An employee on an approved leave of absence without pay will have the first thirty (30) calendar days counted for purpose of computing sick leave, vacation pay and eligibility and payment of city employee insurance program benefits provided he/she has completed at least one (1) year of continuous employment with the City.

Section 4. Jury Duty. Employees covered by this Agreement who are required to report for jury duty and/or serve on a jury during the course of a regular scheduled work day, shall be paid the normal straight time rate for that day less the amount received for jury service, exclusive of mileage allowance.

ARTICLE 13 – RATES OF PAY

Section 1 Base Wage. (See attached Exhibit A)

- a. Effective January 1, 2018, the base wage applicable to all bargaining unit members shall be increased by 3% for all bargaining unit members.

- b. Effective January 1, 2019, the base wage applicable to all bargaining unit members shall be increased by 3% for all bargaining unit members.
- c. Effective July 1, 2019, the base wage applicable to all bargaining unit members shall be increased by 1.25% for all bargaining unit members.
- d. Effective January 1, 2020, the base wage applicable to all bargaining unit members shall be increased by 3% for all bargaining unit members.
- e. Effective July 1, 2020, the base wage applicable to all bargaining unit members shall be increased by 1.25% for all bargaining unit members.

Section 2. Shift Differential.

- a. All police officers and sergeants who work other than the designated Police Department day shift shall receive eighty cents (\$.80) per hour for all such hours worked.

Section 3. Specialty Pay

The City of Woodland agrees to offer specialty pay for Spanish language interpreter/ speaker in the amount of \$50 per month. The officer will be required to be certified per the American Council on Teaching Foreign Language (ACTFL) program requirements at a level of "Novice High" or above. All testing will be done by ACTFL by means of a conversation with an employee of ACTFL. This conversation will be tape-recorded and graded by the person conducting the conversation and will be further graded by another employee of ACTFL.

Due to the costs of the tests the following will apply:

- 1. Officers will be allowed to test at any given level once per year.
- 2. The City of Woodland will pay for only two tests at any given level.

The City of Woodland agrees to offer specialty pay at the rate of two and one-half percent (2.5%) for employees in the Investigations Division as a Police Detective. It is agreed that the specialty pay is associated with the position and shall not continue with any employee not in the Police Detective position.

Section 4. Longevity Pay

Until the date of ratification of this Agreement, bargaining unit members will receive longevity pay as follows:

A total of \$50 per month after the completion of 5 years of service.

A total of \$75 per month after the completion of 10 years of service.

A total of \$100 per month after the completion of 15 years of service.

A total of \$125 per month after the completion of 20 years of service and thereafter.

This amount will be added to the monthly base wage at the completion of the month of the number of number years of service indicated above.

Effective upon ratification of this Agreement, longevity pay will be increased to the following amounts:

A total of \$50 per month after the completion of 5 years of service.

A total of \$100 per month after the completion of 10 years of service.

A total of \$125 per month after the completion of 15 years of service.

A total of \$150 per month after the completion of 20 years of service.

Section 5. Education Pay

Effective upon ratification of this Agreement, bargaining unit members possessing an AA degree will receive Education Pay in the amount of \$50 per month, and bargaining unit members possessing a BA degree will receive Education Pay in the amount of \$100 per month.

ARTICLE 14 – OVERTIME AND CALLOUT

Section 1. Overtime and Compensatory Time. All work which has been authorized by the City in excess of the regularly scheduled shift shall be paid at one and one half (1-1/2) time the employee's regular rate of pay. Upon request, an employee may have time off in lieu of pay at one and one half (1-1/2) time the employee's base rate. In no event shall the chief approve additional compensatory time accumulation for any employee who has accrued eighty (80) hours in their compensatory time off bank.

Scheduling of compensatory time off shall be at the discretion of the chief; however, employees will at no time be required and/or directed to use compensatory time. Work attributable to programs funded by outside sources shall be paid for and not subject to compensatory time credit.

Upon separation, an employee shall be paid for any accumulated compensatory time.

Section 2. Callout. Employees who have completed their regular shift, and who are called back to work within one half hour of signing out of service shall be compensated at one and one-half times (1.5) their regular base rate of pay for the hours worked. Similarly, employees who are called to work less than two hours before a regularly scheduled shift shall also be compensated at one and one-half times (1.5) their regular base rate of pay for the hours worked.

In addition to the hours worked, as stated above, employees will be compensated an additional two hours pay, computed at one and one half times the employee's regular base rate of pay, for the employee being inconvenienced during their off duty time, whenever the employee is called out to work more than two hours before a regularly scheduled shift or more than one half hour after signing out of service.

Section 3. Court appearances related to and/or caused by a bargaining unit member's employment with the City on other than a scheduled work shift will be compensated at time and one half (1.5) for the hours required for the court appearance, including no more than a one (1) hour paid meal break. In addition to the hours worked, as stated above, the employee will be compensated an

additional two (2) hours pay, computed at one and a half times (1.5) the employee's regular rate of pay, for the employee being inconvenienced during their off-duty time. Employees who work the night shift, and are required to appear in court on a work day, may flex their shifts to allow them to come to work on their regular shift later with a reduction in their comp time balance.

Section 4. An employee who is assigned to work on a holiday specified in Article 9, Section 1, will be paid one and one-half (1-1/2) times his/her regular rate of pay. Effective upon ratification of this Agreement, bargaining unit members who, with less than 30 calendar days' notice, is assigned or volunteers to work a shift on one of the holidays designated in Section 1 above on what would have otherwise been his/her regularly scheduled day off shall be paid double time for the hours worked on that holiday shift.

Section 5. In the event overtime is available, the Police Sergeant and regular commissioned officers shall have priority in working the overtime duty.

Section 6. Until the ratification date of this Agreement, a Police Officer who is assigned to perform substantially all the duties of the position of Sergeant for three (3) or more consecutive shifts shall be paid five percent (5%) more than their regular officer's rate of pay, for the duration of such assignment. Effective upon ratification of this Agreement, when a bargaining unit member is assigned as the acting Sergeant, the bargaining unit member shall receive a 5% premium for all time spent in that capacity. Assignment as OIC/Acting Sergeant shall be made at the sole discretion of the Chief, or the Chief's designee.

Section 7. Standby Pay. At the City's option, a bargaining unit member may be placed on "standby" status. Such status requires that the employee be available for such period as designated by the Chief or his designee for a period not exceed twenty-four (24) hours. During such period, the shall remain fit for duty and available to be en route within fifteen minutes response time and shall be available to such summons by telephone or other mode of communication approved by the Chief. An employee assigned to standby duty shall receive the current Washington State

minimum wage for each hour of standby duty. Standby can be traded utilizing the same procedure as is used for trading shifts.

Section 8. The parties recognize that as of the date this agreement, there is one police sergeant position. That position shall accrue an additional two (2) hours per month in administrative leave time. Provided, however, that in the event a second police sergeant position is created, each of the two police sergeants shall accrue only one (1) hour of administrative leave time per month.

ARTICLE 15 – EMPLOYEE INSURANCE

Section 1. The City will make available a Group Medical, Dental and Vision Insurance Program for Association members through the term of the Agreement. Effective January 1, 2012, the City will provide medical insurance to the members of the WPOA's bargaining unit under the AWC/Regence PPO-Preferred Provider Plan and the Traditional HMO 12D. Effective January 1, 2012, the City will provide Kaiser POS 83 and Dental Plan Choices to bargaining unit members. The method by which the allocation of health care premium costs is determined is modified effective January 1, 2015 in the manner that is set forth below, and the City will continue to provide the current dental, vision and life insurance plans to bargaining unit members. Effective January 1, 2017, the City will provide medical insurance to the members of the WPOA's bargaining unit under the OTET FW D6 V4 plan and its associated Kaiser plan.

- a. Effective first day of the month following month of ratification, and continuing thereafter, the bargaining unit members who do not have any dependents will pay 1% of base wages.
- b. Effective first day of the month following month of ratification, and continuing thereafter bargaining unit members who have one dependent will pay a portion of their health care premiums that equals 1.5% of base wages.
- c. Effective first day of the month following month of ratification, and continuing thereafter bargaining unit members who have two children and no spouse will pay a portion of their health care premiums that equals 2% of base wages.

- d. Effective first day of the month following month of ratification, and continuing thereafter bargaining unit members who are on the family rate or who have a spouse and one child will pay 3.5% of base wages.

Section 2. Until the ratification of this Agreement, Notwithstanding the provisions set forth herein, in the event the spouse of a bargaining unit member is provided or has available medical insurance through his/her employment, and the bargaining unit member elects to cover the spouse under the City's insurance plan, the unit member shall contribute twenty-five dollars (\$25.00) per month for the spousal coverage. Effective upon the ratification of this Agreement, this Section will be removed from this Agreement and there will no longer be a "spousal penalty" of twenty-five dollars (\$25.00) per month. The parties agree that, if they return to a tiered insurance plan, the "spousal penalty" may be reinstated.

Section 3. The terms of this Article may be reopened by mutual agreement for the purpose of bargaining about cost containment if such an optional plan is available to the City and can be provided to the Union.

Section 4. Unless the insurance plan prohibits opt outs, commencing upon the signing of this Agreement by both Parties, and continuing during the period of time when the terms of this Agreement are applicable, the Parties hereby agree that if a WPOA bargaining unit member has health care insurance available through the spouse's employer or other coverage, the bargaining unit member can opt out of the City provided health care, upon certification of alternative health care coverage, and shall be paid one hundred dollars (\$100) monthly. The Parties also agree further that if a WPOA bargaining unit member who opts out of City provided health care as set forth above subsequently loses for any reason the health insurance coverage through their spouse's employer or other coverage that allowed them to opt out of City provided health care, the bargaining unit member will be allowed upon written request to the City to opt back in to coverage under City provided health care underwriting rules at the earliest possible time allowed by the City's applicable health care provider. Effective during the month when City provided health care

coverage resumes, WPOA bargaining unit members opting back into coverage will cease receiving the one hundred dollars (\$100) monthly payment that is set forth above.

ARTICLE 16 – PHYSICAL FITNESS

Upon successful completion of the Washington State Criminal Justice Training Commission (CJTC) Basic Law Enforcement Academy (BLEA), bargaining unit members agree to maintain a level of physical fitness necessary to perform the duties of a police officer.

Members may be required to perform physically demanding tasks during the performance of their duties and during department sponsored and/or required training. Job related training, recognized by the CJTC and overseen by a certified instructor, in defensive tactics, emergency vehicle operation, and tactical firearm qualifications, shall be used to determine if the member is physically fit for duty.

The above training shall provide the ability to assess the employee's fitness and will allow for remedial training, if necessary. Members participating in the above training will be held to the same standards for successful completion normally required for the course. If the Chief of Police has a reasonable belief, based on the results of the training, that a member may not be in sufficient condition to perform the duties of a police officer, he may direct the employee to be examined by a qualified physician to determine if the employee is fit for duty.

The training listed above does not limit in any way the type of training the department may elect to require employees to participate in or attend. Nothing in this section reduces the authority of the Chief of Police to require a fit for duty examination of a member if there is a reasonable belief the member is unfit to perform the duties of a police officer.

ARTICLE 17 – SUBSTANCE ABUSE

Section 1. Intent and Purpose. The City and the Association acknowledge that substance abuse poses a serious threat to the health, safety and productivity of officers, other city employees and members of the public. For that reason, the Association agrees that its members will be subject to

the City's Substance Abuse policy as established by the City with the following additions, modifications or clarifications:

- a. It is understood that Bargaining Unit members will be requested and not required to sign a statement acknowledging receipt of a copy of the policy. Members who choose not to sign will be subject to documentation from department management indicating that they received the copy but chose not to sign an acknowledgment of receipt.
- b. Unless otherwise required by federal law, employees shall not be subject to random urine testing or blood testing or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. If the City has reasonable suspicion to believe an employee is under the influence of any substance which affects that employee's job performance, or is in possession of illicit drugs, either by possession or consumption, has alcohol in their system, while on duty; the City may require the employee to undergo a drug and/or alcohol test consistent with the conditions set forth in this article.

Employees will be tested when they are involved in a reportable vehicle collision, incidents involving the use of deadly force, the discharge of firearms, any other event involving the use of force which involves a serious injury or death, and/or an accident involving employee negligence which causes serious injury or death.

Reasonable suspicion for the purposes of this article is defined as follows: the City's determination that reasonable suspicion exists shall be based on specific, articulated observations concerning the appearance, behavior, speech or body odors of an employee and shall include, as a minimum, a written report documenting objective, measurable changes in an employee's work performance due to unauthorized drug or alcohol use. The City will strive to utilize more than one person to observe these changes, but one person shall be deemed sufficient if an appropriate second observer is not immediately available or is not willing to act as an observer.

- c. For purposes of testing for the presence of substances, any positive result from a Bargaining Unit member's sample will be subject to confirmation by a GC-MS test.
- d. The parties to this agreement recognize that maintaining a chain of custody for test samples is vital to fair treatment of the employee who has been tested. The parties acknowledge that the current chain of custody standards used by the testing service providers selected by the City and detailed during these negotiations are appropriate and sufficient. It is understood that a documented violation of the agreed upon standards for maintaining the chain of custody for test samples would nullify the sample and, if feasible, require re-testing.
- e. The parties further agree that the thresholds for reporting positive findings of commonly abused substances to the employer by the testing services provider shall be as follows:

SUBSTANCE	SCREENING THRESHOLD
Alcohol (Ser)	.00 G/ DL
Cannabinoid (UR)	100 NG/ ML
Amphetamines	1000 NG/ ML
Barbiturates	300 NG/ ML
Benzodiazepines	300 NG/ ML
Cocaine (Metab)	300 NG/ ML
Methadone	300 NG/ ML
Opiates	300 NG/ ML
Phencyclidine	25 NG/ ML

- f. The parties agree that blood testing will be required of members only for the purpose of determining or confirming whether alcohol is present within the system of the employee who is being tested and not for any other medical purposes.
- g. If an employee has tested positive, the City will provide a copy of the test results to the employee. Tests shall be conducted in a manner to ensure that an employee's legal drug

use and/or diet does not affect the test result. Legal drug use is defined as medication use under the care and/or as prescribed by a licensed medical practitioner for a specific medical condition. Employees will notify their supervisor of any medications being taken that would reasonable or likely effect their work performance.

- h. An employee being tested may request to have a sample collected by the City's designated test facility for testing by a laboratory of his/her choosing at the expense of the employee.
- i. It is understood that the duty of a bargaining unit supervisor who suspects the impairment of another member of the bargaining unit will be limited to making the necessary observations and promptly notifying the Chief, who will handle the report per the department's established procedure.
- j. If an employee tests positive for substance abuse and is disciplined for violating the City's substance abuse policy for the first time, discipline will be limited to a written warning on the condition that the employee shall be medically evaluated, counseled and treated for rehabilitation as recommended by the drug and alcohol evaluation. In the event the employee disagrees with the treatment recommended, the employee may choose to obtain a second opinion from a qualified medical professional of his or her choice and expense. If there is a conflict between the two evaluations the city and employee will mutually select a third qualified medical professional to reevaluate and make a final determination for treatment the third evaluation will be paid fifty percent (50%) by each party and will be final and binding. Employees who complete a rehabilitation program may be re- tested randomly for one year following the completion of the rehabilitation program. If the employee has violated other department or city policies concurrently with the substance abuse policy, discipline up to and including termination may be administered as appropriate under the Substance Abuse Policy and as outlined in Article 5, Section 3 of this agreement.
- k. An employee may voluntarily enter rehabilitation without a requirement or prior testing. Employees who enter a drug and alcohol rehabilitation program on their own

shall not be subjected by the city to random re-tests. Employees will be allowed to use their accrued and earned leave for the necessary time off involved in the rehabilitation program.

- l. If an employee tests positive during the one-year period following the completion of rehabilitation, the employee will be re-evaluated by licensed practitioner to determine if the employee requires additional counseling and/or treatment. Employee will be solely responsible for any costs, not covered by medical benefits and/or insurance, which arise from this additional counseling or treatment. Employee will be subject to disciplinary action as a result of testing positive for drug and/or alcohol use.
- m. The city shall pay for all costs involving drug and alcohol testing as well as the expenses associated with the drug/alcohol assessment. The city shall also reimburse each employee for his or her time and expenses including travel incurred involving the testing procedure only.
- n. Once treatment and follow-up care is completed, and two years has passed with no further violations of this article, the employee's personnel and medical files shall be purged of any reference to his/her drug or alcohol problem.

ARTICLE 18 – SEVERABILITY

In the event that any provision of the Agreement shall be determined to be illegal or in violation of any Federal or State Law or regulation, whether by judicial or administrative determination, that portion of the Agreement shall be deemed excised from this Agreement and all other portions, unless dependent upon the excised portions, shall remain in full force and effect.

ARTICLE 19 – CONTENT

This Agreement contains all of the Agreements, stipulations, and provisions agreed upon by the parties hereto, and no representative of either party has authority to make, and neither party shall be bound by any statement, representation, agreement, stipulation or provision made prior to the execution of the Agreement or during these Agreement negotiations and not set forth herein.

ARTICLE 20 – UNIFORM PROVIDED NEW HIRES / CLOTHING ALLOWANCE

The City shall furnish a uniform allowance according to the following schedule to purchase new uniforms and replace worn uniforms for those employees possessing the job title of Police Officer and Police Sergeant, and shall replace any uniform damaged in the of duty over and above this allowance as verified by the Chief of Police and as approved by the Mayor.

In the event the Chief of Police assigns an officer to an assignment requiring special uniforms and equipment, other than those provided in this agreement, the City shall provide the necessary uniforms and equipment. All special uniforms and equipment will be specified and approved by the Chief of Police.

All current police employees shall receive the following per year uniform allowance for the life of this contract: Effective January 1, 2010--\$850. Effective upon ratification of the Agreement, the uniform allowance will be increased to \$875 per year. Any new employee shall have the below listed uniform items provided by the City. Police employees shall be authorized to carry over from one calendar year to the next year up to fifty percent (50%) of the previous year's clothing allowance if not spent. With the express approval of the Chief, police employees may use a portion of their uniform allowance to purchase other equipment items not specifically listed below. If an employee exceeds their allowance the overage will automatically be paid through a payroll deduction.

All current police officers/sergeants shall be furnished a City provided handgun. The type of handgun shall be determined by the City. If the police officer/sergeant accepts the furnished weapon, it must be used as the duty weapon for the duration of this Agreement, unless a waiver is granted by the City.

All items, except footwear and name tags shall be City property and returned to the City if a police officer/sergeant leaves City service.

Uniform Items:

For all new hire police officers, there will be no uniform allowance in the first year of employment. In lieu of a uniform allowance in the first year, the City will provide the following uniform and equipment items:

- 1 Body Armor
- 1 Coat (light/heavy wt. Combo, zip in/out liner)
- 1 Pair shoes or boots
- 2 short sleeve shirts
- 2 long sleeve shirts
- 3 pairs of pants
- 1 Hat/baseball cap

Full duty belt ensemble (to include belt, 4 keepers, or Velcro system with underbelt, hand cuff case, key ring holder, baton holder, ammunition pouch, holster, radio case and belt clip). Type of belt gear, i.e., leather or web, to be determined.

- 1 Pistol or (type, make, model to be determined by the City)
- 2 Badges
- 1 Pair collar insignia
- 2 Name tags
- 1 Pair handcuffs
- 1 Nightstick/baton

Special Assignments: In the event a bargaining unit member is specially assigned to a different role (i.e. detective) requiring procurement of non-uniformed type clothing or items, the City will one time initially purchase said non-uniformed type wear or items to a maximum of \$400.00 over and above the yearly uniform allowance.

ARTICLE 21 – TERM OF AGREEMENT

All provisions of this Agreement shall continue to be in full force and effect from January 1, 2018 through December 31, 2020, unless otherwise specified in this Agreement.

At least one hundred twenty (120) days prior to termination of this Agreement, the parties will commence negotiations for a successor agreement.

This Agreement shall remain in full force and effect during the period of negotiation. This Agreement may be amended at any time during its effective term, provided there is mutual consent of both parties in writing.

CITY OF WOODLAND, WASHINGTON



City Mayor

12/23/19

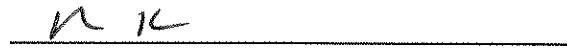
Date

APPROVED AS TO FORM:

77R

City Attorney

**WOODLAND POLICE OFFICERS
ASSOCIATION**



Association President

12.22.19

Date

APPROVED AS TO FORM:

Alex D. Skalbana

Association Counsel

**CITY OF WOODLAND
WOODLAND POLICE ASSOCIATION (WPOA)
EXHIBIT A- STEP PLAN**

2018						
Title	Entry	Step 1	Step 2	Step 3	Step 4	Step 5
Officer	4,982	5,243	5,512	5,794	6,097	6,402
Sgt		7,028	7,157	7,280	x	x

January 2019						
Title	Entry	Step 1	Step 2	Step 3	Step 4	Step 5
Officer	5,131	5,400	5,678	5,967	6,279	6,594
Sgt		7,238	7,372	7,498	x	x

July 2019						
Title	Entry	Step 1	Step 2	Step 3	Step 4	Step 5
Officer	5,196	5,467	5,749	6,042	6,358	6,676
Sgt		7,329	7,464	7,592	x	x

January 2020						
Title	Entry	Step 1	Step 2	Step 3	Step 4	Step 5
Officer	5,351	5,632	5,921	6,223	6,549	6,876
Sgt		7,549	7,688	7,820	x	x

July 2020						
Title	Entry	Step 1	Step 2	Step 3	Step 4	Step 5
Officer	5,418	5,702	5,995	6,301	6,631	6,962
Sgt		7,643	7,784	7,918	x	x