

AGREEMENT

BY AND BETWEEN

THE CITY OF CLARKSTON

AND THE

CLARKSTON POLICE GUILD

January 1, 2020 - December 31, 2022

INDEX

Article 1 - Agreement1
Article 2 - Purpose1
Article 3 - Recognition.....1
Article 4 - Management Rights.....1
Article 5 - Pay Periods2
Article 6 - Guild Business.....2
Article 7 - Wages3
Article 8 - Hours of Work.....3
Article 9 - Overtime4
Article 10 - Sick Leave5
Article 11 - Unused Sick Leave6
Article 12 - Leaves of Absence.....6
 Leaves of Absence Due to Serious Illness6
 Leave of Absence for Other Reasons.....6
 Maternity Leave7
 Military Leave.....7
 Bereavement Leave.....7
 Jury Duty.....7
 Temporary Employees7
Article 13 - Medical Coverage Plan.....7
Article 14 - Seniority System.....8
 Patrol Rotation9
 Sergeant Rotation.....9
Article 15 - Personnel Reduction.....
Article 16 - Vacation.....
Article 17 - Holidays.....
Article 18 - Life Insurance.....
Article 19 - Clothing Allowance.....
Article 20 - Equipment.....
Article 21 - Shift Changes.....
Article 22 - Modified Agency Shop and Check-off.....
Article 23 - Grievance Procedure
Article 24 - Reserved
Article 25 - Reserved
Article 26 - No Strike Clause.....
Article 27 - Savings Clause.....
Article 28 - Training
Article 29 - Incentive Pay
Article 30 - Tuition Reimbursement
Article 31 - Probationary Period
Article 32 - Discipline and/or Discharge
Article 33 - Term of Agreement
Appendix A - Wages.....

Appendix B - Memorandum of Understanding
On-the-Job Use of Alcohol
When an Employee Appears Under the Influence.....
Urinalysis Testing
Notification of Urinalysis Results.....
Alcohol or Controls Substance Related Traffic Offenses on or Off the Job
Criminal Convictions
Operation of Equipment Prohibited.....
Fitness Testing

Article 1 - Agreement

The provisions contained herein constitute an Agreement between the City of Clarkston, Washington, hereinafter referred to as the "City" and the Clarkston Police Guild, hereinafter referred to as the "Guild," covering wages, hours and working conditions of employment for full-time members of both the Guild and the Clarkston Police Department. The provisions of this Agreement shall not apply to acting, temporary, or those persons employed under state or other governmental programs unless so mandated by the program.

Article 2 - Purpose

The purpose of this Agreement is to increase the general efficiency of the Clarkston Police Department and to maintain harmonious relations between the City and members of the Guild, and further, to promote the morale and protect the rights and privileges, well-being and security of the Guild members. To accomplish the foregoing, the parties hereto agree to the following Articles within this Contract. All matters pertaining to wages, hours and working conditions, except as otherwise provided in this Agreement, shall be established through the negotiations procedure.

Article 3 - Recognition

The City recognizes the Police Guild as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all commissioned members of the Clarkston Police Department, with the exception of the Police Chief and Administrative Assistant who shall be excluded from the bargaining unit.

Article 4 - Management Rights

- 4.1 The Guild recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.
- 4.2 The City has the right to schedule work as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and the public safety, and in accordance with this Agreement.
- 4.3 It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.
- 4.4 Subject to the provisions of this Agreement, the City reserves the right:
 - A. To recruit, assign, transfer or promote members to positions with the Department;
 - B. To determine methods, means and additional personnel necessary for departmental operations for Police Department employees;

- C. To control the departmental budget; and
 - D. To take whatever actions are necessary in emergencies in order to assure the proper functioning of the Department.
- 4.5 In matters not covered by specific language of this Agreement, the City retains the exclusive right to take action(s) and such action(s) shall not be subject to the grievance procedure contained herein unless such action(s) relate to a mandatory subject of bargaining or have a mandatory impact.

Article 5 - Pay Periods

- 5.1 Pay periods shall be the 15th of each month and the last working day of each month. The appropriate time card will be turned in at the end of the last working day within that pay period. Paychecks will be subsequently provided on or before the 5th and 20th of each month following the appropriate pay period.
- 5.2 The City shall establish a procedure to allow employees to have their pay deposited into banking accounts as designated by each employee through Electronic Funds Transfer (EFT). Employees may elect to have direct deposit. The City must perform the electronic deposit to the direct deposit bank on or before 12:00 a.m. on the 5th and 20th of each month. The City shall not be responsible for any fees associated with direct deposit.

Article 6 - Guild Business

- 6.1 The City agrees to grant a total of four (4) working days leave annually with pay (not to be deducted from annual leave) for duly elected Guild Representatives to attend training and/or seminars related to labor relations and/or police activities. Maximum of one (1) paid Guild Representative per training. Such leave may be approved by the Chief provided no emergency exists and progress of work will not be hampered.
- 6.2 The Guild acknowledges that the progress of work is considered paramount and that the use of City time or premises for Guild business will be limited to that reasonably required, and approved by the Chief, or designee, in advance.
- 6.3 Guild business shall be defined as the investigation or processing of a grievance, contract administration, or other Guild representation functions. Time, during working hours, to discharge such duties shall not be unreasonably withheld by the Chief of Police or his/her designee.
- 6.4 The Employer agrees that duly authorized Guild representatives may engage in the bargaining and/or grievance process, during their work hours at the Employer's expense, provided that in exigent circumstances they may be called upon for other duties. The Employer agrees that subject to guidelines in Section 6.2 above, the Guild may use Employer equipment/facilities during work time with approval of the Chief of Police or

his/her designee. Such use shall not impede Employer operations and expendables shall be reimbursed at cost.

- 6.5 Any person who performs services under the direction or on behalf of the Guild, or who serves on a committee, shall not be discriminated against.
- 6.6 The Guild agrees to timely notify the Chief of Police, in writing, of the membership of the Guild Executive Board.
- 6.7 Two (2) authorized Guild representatives at any given time will be granted leave without pay or, at the Guild representative's option may use vacation, holiday or comp time for the purpose of attending Guild conferences and meetings; provided that the authorized representative's absence will not adversely affect the Employer's operations nor cause the Employer to incur additional expense. Notice of intent to be absent for such purposes shall be given the Employer in sufficient time to enable him/her to secure someone to perform the employee's duties. The Guild agrees to assist, upon request, in arranging for a replacement when necessary.

Article 7 - Wages

- 7.1 Compensation shall be in accordance with attached Appendix "A."
- 7.2 Effective January 1, 2020 2.5% + add the 1.5% physical fitness incentive into base pay and eliminate the testing requirement and incentive.
- 7.3 Effective January 1, 2021, 2.5%
- 7.4 Effective January 1, 2022, 2.5%

Article 8 - Hours of Work

- 8.1 The work week shall be defined as and consist of five (5) consecutive days of work per work week, consisting of eight (8) consecutive hours of work per day, or four (4) consecutive days of work per work week, consisting of ten (10) consecutive hours of work per day, for a forty (40) hour work week, as designated by the Chief of Police or designee; provided, however, that any and all officers are subject to call in the event of an illness or emergency. An officer, however, shall not be required to remain available when off-duty. A work day is defined as a twenty-four (24) hour period of time beginning at the start of an employee's regularly assigned work shift. A work shift shall be defined as the employee's regularly scheduled time of work for eight (8) hours during a work day.

As provided above, the Chief may designate a change in regular shift hours, to switch from 4/10 to 5/8's, by providing fourteen (14) days notice due to budgetary constraints or

unforeseen circumstances no longer permitting the effectiveness of the current shift schedule.

- 8.2 Innovative Work Schedules: it is understood by the parties that it may be advantageous to the parties to work innovative work schedules other than the regular eight (8) hour work day. Such Innovative Work Schedules may be arranged by mutual agreement between the Chief and the individual employee(s) involved.

Article 9 - Overtime

- 9.1 During the term of this Agreement, overtime shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay, to include all special pays (excluding overtime and holiday pay), or in the alternative, the officer may at his/her discretion be allowed compensatory time, off duty, for all or part of such overtime.
- 9.2 Compensatory time shall be on an hour and one-half (1½) per hour basis. Overtime must be approved in advance, unless the situation precludes it, by the Chief, or Sergeant. Accruals of compensatory time shall be limited to a maximum of forty (40) hours by an employee at any one time.
- 9.3 An employee ordered to remain on-duty at the end of his/her regular shift shall be paid at the applicable overtime rate for time actually worked, calculated to the next one-quarter (¼) hour.
- 9.4 If an employee is present at the police facility contiguous to the start of his/her scheduled shift, and is ordered to work (as distinguished from being called to work when he/she is not at work) thirty (30) minutes or less before the start of his/her regular shift, said employee shall be paid at the applicable overtime rate for time actually worked, calculated to the next one-quarter (¼) hour.
- 9.5 Call-Back Pay.
- A. An employee, who is not at the police facility and who is called to work prior to the start of his/her regular shift for a period of time which is less than two (2) hours, shall receive a minimum of two (2) hours of overtime compensation.
 - B. An employee who is called in to court contiguous to the start of his/her shift shall receive a minimum of one (1) hour of overtime compensation if called in one (1) hour or less before the start of his/her shift, and a minimum of two (2) hours of overtime compensation if called in more than one (1) hour before the start of his/her shift.
 - C. An employee called to report for duty on his/her day off or holiday shall be guaranteed a minimum of two (2) hours at the applicable overtime rate.

“Day off” begins at the time an employee leaves the work place, excluding overtime at the end of the shift, of the last day of the scheduled work week and ends on the first day of work at the beginning of the scheduled shift, on the next scheduled work day of the next scheduled work week.

D. Call-back pay does not apply to officers voluntarily performing prearranged narcotics operations or SWAT training. Officers who volunteer to perform those operations will be compensated at an overtime rate of one and one half (1½) times his/her regular rate if applicable calculated to the next one-quarter (¼) hour.

9.6 Training and Travel Time Pay: An employee who attends training on their day off at a training location outside of Asotin County and/or Nez Perce County shall be guaranteed a minimum of four (4) hours of pay at the employee’s regular overtime rate of pay.

Article 10 - Sick Leave

Sick leave provisions shall be as follows:

10.1 Guild members shall accumulate sick leave at the rate of one (1) working date per month worked. Sick leave may be accumulated to a maximum of one hundred twenty (120) days carry over as of 12-31 of any calendar year, however, for the purpose of the terms of Article 11 - Unused Sick Leave, the maximum accumulation shall be ninety (90) days.

Employees will be responsible for their portion of the Washington State Paid Family and Medical Leave Act premiums.

10.2 Guild members shall be entitled to use any or all of his/her accumulated sick leave for illness in the immediate family requiring his/her presence. The time off shall be deducted from the accumulated leave acquired by the member. Immediate family shall be defined as follows: spouse and children of the member, the mother, father, brothers, and sisters of the member and grandparents of the member; and the mother, father, brothers and sisters and grandparents of the member’s spouse

10.3 After three (3) consecutive days of use of sick leave by a member, the City, at its option, may require verification of sickness by a Health Care Provider’s (HCP) certification, and in the event this option is exercised, the employee must then obtain a HCP’s release before the employee resumes his/her regular duties. Any cost incurred by the member, in obtaining the HCP release, which is not covered by the member’s insurance shall be paid by the City or the cost will be reimbursed to the member upon presentation of proof of payment. Both the City and the Guild agree to conform to the State’s Family Leave statute.

10.4 Sick Leave Donation: If an employee is suffering from a serious illness or injury and has exhausted all sick time, he/she shall be eligible for donation of sick time by other City employees. In order for an employee to be eligible for receipt of donated time, the employee must have been incapacitated for a period of time of twelve (12) days (one [1]

year's worth of accumulation) and have used twelve (12) days of sick leave for the incapacity. In addition, the incapacitated employee must have provided the City with evidence of incapacity through a certification from an HCP, have exhausted all paid accrued leaves, with the exception that employees receiving donation may retain a maximum of one (1) week accrued vacation and must have applied for a leave of absence under Article 12 Leaves of Absence. Employees donating shall be limited to donating a maximum of forty (40) hours per occurrence per employee and must have a minimum of one hundred and twenty (120) hours remaining in their sick leave accrual bank, after the donation. Serious illness or injury is defined in a manner identical with the federal Family and Medical Leave Act.

- 10.5 State Industrial: An employee injured on the job may use accumulated sick leave or annual leave. When eligibility is determined by the Department of Labor and Industries and Worker's Compensation payment checks are received, the employee will surrender the endorsed checks to the City. Upon such receipt, the City will credit the employee with sick leave or annual leave as applicable. The employee will be credited the number of sick leave hours or annual leave hours as have been compensated by Worker's Compensation at the employee's regular rate of pay, to the nearest quarter (1/4) hour.

Article 11 - Unused Sick Leave

Employees shall be compensated in cash at their regular base rate of pay for 50% of unused sick leave when they are permanently separated from the service by death, retirement, or reduction of force. PROVIDED FURTHER, HOWEVER, the provision shall not apply to, and shall exclude all employees hired after November 1, 1984.

Article 12 - Leaves of Absence

- 12.1 Leave of Absence Due to Serious Illness: In the event that an employee that is suffering from a serious illness and exhausts all sick leave benefits, that employee shall be eligible for a leave of absence for the duration of the illness not to exceed six (6) months. During the leave of absence the employee shall retain all accrued paid leave and may use the paid leave as any other employee. Employees shall not accrue any additional paid leave while not in a pay status.

The City shall continue to pay for medical coverage for employees on a leave of absence covered by the Family and Medical Leave Act for a period of three (3) months from the date an employee leaves a pay status. The Employer may request proof of disability by requesting the employee obtain a certificate from an HCP.

- 12.2 Leave of Absence for Other Reasons: Employees may apply for leaves of absence for other reasons. If a leave of absence is granted, all accrued paid time off benefits shall remain in an employees account and this accrued paid time off may be used in the same way as any other employee. Employees shall not accrue any additional paid leave while not in a pay status.

- 12.3 The City agrees to abide by mandatory portions of The Family and Medical Leave Act of 1993 and any Amendments thereto; and the City agrees to abide by the American with Disabilities Act of 1990 and any Amendments thereto.
- 12.4 Maternity Leave: Both the City and the Guild agree to comply with WAC 162-30-020 in administering pregnancy leave provisions for employees.
- 12.5 Military Leave: In case of military leave, the City abides by the provisions of the laws of the State of Washington (RCW 38.40.060).
- 12.6 Bereavement Leave: In the event of a death in the immediate family of the employee, the employee shall be granted three (3) consecutive days off with pay. Additional time in hardship cases due to unusual circumstances, may be approved by the Police Chief. The immediate family shall be defined as spouse, the children of the member, the mother, the father, brothers and sisters of the member and grandparents of the member, and the mother, father, brother and sisters and grandparents of the member's spouse.
- 12.7 Jury Duty: Regular employees shall be granted time off with pay when called for jury duty. An employee on jury duty is expected to report for work on any major portion of the day when not actually serving the court. Jury duty pay shall be at the employee's normal rate of pay. Employees shall turn into the City all monies received from the court for compensation for jury service.
- 12.8 Temporary Employees: It is understood that the Police Chief, may at his option, use temporary employees to replace employees on a leave of absence for the duration of the leave of absence. Temporary employees used to replace regular employees on leaves of absence must be currently certified as law enforcement officers through the Washington CJTC, must have passed the same hiring criteria as regular employees and must have completed a Department training program which has certified that the Temporary Employee is capable of acting solo as a Police Officer.

Article 13 - Medical Coverage Plan

- 13.1 For the term of this Agreement, the City agrees to pay for medical coverage under Association of Washington Cities Health First 250 plan.

For the term of this Agreement the Employer agrees to pay 90% of the premium costs and the employee agrees to pay 10% of the premium cost. Effective for 2020 the maximum employee insurance contribution cost share will be \$240.00. Effective for 2021 the employee maximum insurance cost share will be \$260.00.
- 13.2 The City agrees to maintain a family Dental Plan which is the equivalent of the AFSCME Dental Plan IV.
- 13.3 The City agrees to pay for prescriptions for all personnel not covered under the LEOFF I system, up to the maximum of \$251.56 for such employees, per year, due to illness or

job-related injuries.

- 13.4 The City agrees to maintain a Family Vision Plan.
- 13.5 For the term of this Agreement the City agrees to pay for supplemental short-term disability insurance or AFLAC disability insurance (choice at the option of the employee), said coverage to be for LEOFF II members only. The City shall pay an amount not to exceed \$24.00 per month per member.
- 13.6 The City shall provide Hepatitis B shots for employees at the employee's option at no cost to the employee.
- 13.7 A. For the term of this Agreement, the City will continue to contribute the lump sum amount of one hundred fifty dollars (\$150.00) to an HRA VEBA trust account for each employee represented by the Guild who is employed by the City. Such HRA VEBA trust account shall be set up by the City for the benefit of each employee represented by the Guild. In accordance with state and federal laws and the terms of the HRA VEBA Trust agreement, the Guild employees may, on an automatic and mandatory basis for all group members defined as eligible, contribute an additional pre-tax amount that is agreed upon by the Guild employees and that is the same flat-dollar amount for each employee. Employee contributions will be designated in a separate MOU. Such contributions shall be done by use of the City's automatic payroll deduction.

Article 14 - Seniority System

- 14.1 A seniority roster will be maintained by the City and the Chief of Police, or his designate, and shall be used to schedule vacation periods and days off for each officer. Scheduling vacation periods and days off shall be executed by the Chief of Police, or his designate, as an administrative function. For the purpose of this Agreement, and for the purpose of scheduling vacation periods, days off, personnel reductions, wherein seniority has a bearing, seniority shall mean the status of an employee gained by the combination of rank and/or classification and by the length of continuous service, first in the rank or classification and then by the length of time in the Department. Priority of seniority shall be based as follows:
 - A. Highest Rank
 - B. Highest Classification
 - C. Most continuous amount of time in specific rank or classification
 - D. Length of continuous service in the Department
- 14.2 When an individual has transferred from an area or division of service within the Department to another, and due to that transfer, has become a less senior member of the new division and therefore is laid off, that individual shall have the right within ten (10)

days by written declaration submitted to the Chief of Police, to request transfer to his/her old division and bump the last senior member of the division; provided that the bumping employee has more seniority in the Department, computed as of time of bumping than the bumped employee, determined as of the time of proposed bumping.

- 14.3 Patrol Rotation: Shifts and days off for patrol personnel will be bid every eighteen (18) months. Shifts and days off shall be selected by seniority with the most senior officer applying for a given shift and days off receiving the bid. Available shifts and days off shall be posted in a prominent location within the Department, two (2) months prior to the date actual rotation shall occur. Seniority shall be determined by date of last hire. New hires shall be eligible to bid for a shift when the next shifts and days off are next posted.
- 14.4 For both patrol and sergeants, shifts, once established per Section 14.3 or Section 14.5 of this Article respectively, may only be changed by mutual consent between the parties in accordance with Article 21 of this Agreement, except due to emergency circumstances, wherein the City shall have the right to make such modifications as necessary.
- 14.5 Sergeant Rotation: Sergeants shall rotate every three (3) months and with rotation between Detectives and Patrol occurring once every (3) three years. The direction of rotation between shifts shall remain swing-grave relief (the same as in the past) and the next rotation shall occur three (3) months after the rotation immediately prior to this Agreement for Patrol Sergeants and three (3) years after the date of last rotation immediately prior to the effective date of this Agreement for movement between Patrol and Detective Sergeant providing a vacancy does not occur that requires filling. Effective January 1, 2007, Detective Sergeant rotations will be seniority based such that the most Senior officer will be assigned as Detective Sergeant. After such rotation, such officer will proceed to the end of the list. If such position is declined, the officer will proceed to then end of the list. New eligible Sergeants will start at the end of the list. The Police Chief may elect to extend the Detective Sergeant position by one (1) year. The Police Chief shall give the Detective Sergeant ninety (90) days written of his intention to extend the term. At his discretion the Police Chief may also extend the Detective Sergeant term by up to six (6) additional months if the Chief deems it necessary to provide continuity in the investigation of ongoing case(s).

Article 15 - Personnel Reduction

- 15.1 In the case of personnel reduction, when services are deemed necessary to be cut in specific areas, the employee with the least seniority in that area shall be laid off first. No new employees shall be hired until the laid off employee has been given the opportunity to return to work. Employees shall be called back from layoff according to seniority in the Police Department prior to being laid off.
- 15.2 An employee shall be deemed to have been given an opportunity to return to work if he/she is contacted and given ten (10) working days to accept the job opportunity and report to duty. If he/she has not reported by the end of ten (10) working days, he/she

shall be considered to have declined the position. Should it not be possible to personally contact the laid off employee, he/she shall be notified, in writing, at his/her last known address, of the opportunity. Certified mail with return receipt requested shall be utilized. Failure to receive word from the employee within ten (10) working days shall be treated as a decline of the position offered. Employees in layoff status shall keep the Chief notified of their current addresses.

- 15.3 Employees shall be entitled to thirty (30) days notice or longer if possible, prior to being laid off due to reduction in force.

Article 16 - Vacation

- 16.1 Employees during the first twelve (12) months of employment shall accumulate vacation leave at the rate of 3.33 hours per month of service. One (1) year's accumulation shall amount to forty (40) hours vacation leave.
- 16.2 Employees beginning the 2nd through 4th year (13 through 48 months) shall accrue vacation leave at the rate of 6.67 hours per month. One (1) year's accumulation shall amount to eighty (80) hours of vacation leave.
- 16.3 Employees beginning the 5th year through 9th year (48 through 108 months) shall accumulate vacation leave at the rate of ten (10) hours per month of employment. One (1) year's total vacation accumulation shall amount to one hundred twenty (120) hours of vacation leave.
- 16.4 Employees beginning the 10th through 14th year (109 through 168 months) shall accumulate vacation leave at the rate of 13.33 hours per month of service. One (1) year's total vacation accumulation shall amount to one hundred sixty (160) hours of vacation leave.
- 16.5 Employees beginning the 15th year (169 months) and thereafter shall accumulate vacation leave at the rate of 16.67 hours per month of service. One (1) year's total vacation accumulation shall amount to two hundred (200) hours of vacation leave.
- 16.6 Vacation leave may be accumulated to an amount not in excess of one and one-half (1½) times the amount earnable in a one (1)-year period for which the employee is in at the time of accumulation. Accumulation in excess of one and one-half (1½) times the earnable amount may be granted upon the employee securing advance permission from the City or when the employee forgoes or postpones the use of his/her vacation at the request of the City.
- 16.7 The City agrees employees do not have the right to bump other employees scheduled vacations.

Vacation cancellation: the City will strive to not cancel scheduled vacations, but should such be unavoidable, employees will be reimbursed, upon presentation of appropriate documentation, for any related non-refundable costs incurred.

Article 17 - Holiday

- 17.1 Employees will be granted twelve (12) floating holidays. With reasonable notice an employee may take a floating holiday off. In such instances, the employee shall receive a normal days' pay equivalent to ten (10) hours. Floating holidays not used by the employee will be paid at the normal days' pay equivalent to ten (10) hours as provided above. Floating holidays are accrued once per month for the following months: January, February, March, April, May, June, July, August, September, October, November and December.
- 17.2 Employees may "cash out" accrued floating holidays one time per year in the first pay period in November. Floating holidays must be used by the end of each calendar year.

Article 18 - Life Insurance

Effective January 1, 2006, the City shall provide fifty thousand dollars (\$50,000.00) life insurance at face value. Further, the employee shall have the option of acquiring additional life insurance in any amount at his/her own personal expense at the City rate negotiated by the City with the Life Insurance Provider.

Article 19 - Clothing Allowance

- 19.1 Upon employment, the City shall purchase an initial compliment of such clothing, uniforms and other equipment as designated by the Chief of Police.
- 19.2 The City shall purchase patches, badges and insignias at the discretion of the Chief.
- 19.3 After completion of one year of employment all personnel shall receive an annual clothing allowance of up to six hundred dollars (\$600.00) per year. Beginning with year 2021, clothing allowance shall be seven hundred dollars (\$700.00) Employees may use this clothing allowance to purchase any approved uniforms and/or equipment. Employees shall submit receipts to the Chief for reimbursement up to the maximum amount as specified above. Any equipment and/or uniforms purchased by the employee with this allowance will be the property of the employee.

Article 20 - Equipment

- 20.1 The City shall furnish batons or ASPs, TASERS available per shift, Maglights, less-lethal weapons when necessary, tactical rifles per shift, lights and other specialized equipment to each sworn employee. The City shall repair items of equipment rendered unserviceable in the conduct of duty. The Department will also provide two (2) quantity "123" Lithium batteries per year for each officer to be used for duty belt flashlights.

20.2 Service Weapons and Handcuffs. The City shall purchase semi-auto pistols of one standard caliber to issue to each sworn employee. The City shall also purchase for each sworn employee under this Agreement, at least two (2) sets of handcuffs for each employee, holster and leather or nylon gear at the employee's option, a Kevlar Vest with the employee's option of threat level II or level IIIA, which the employee will maintain and return to the City upon termination of his/her service.

A. The employee may purchase his/her own gear, except for the duty handgun, but, the gear must meet City requirements.

B. Sworn employees carrying his/her personally owned Department approved handgun prior to the approval of this Agreement may continue to do so. Any sworn employee hired after this Agreement goes into force, (1-1-99), must carry the standard Department issue handgun.

20.3 The City will continue to furnish such equipment, as it has customarily furnished in the past, and whenever possible furnish additional equipment that will promote the safety and welfare of the Department members and aid in the efficient performance of their duties.

20.4 Personal Property. The City will repair or replace clothing, eyeglasses and personal property not to exceed the actual cash value of such property that is lost or damaged or destroyed in the line of duty subject to the following limitations.

Primary Handgun	\$800.00
Backup Handgun	\$500.00
Watch	\$120.00
Eyeglasses/Sunglasses	\$200.00
Jewelry	\$350.00
Duty knife	\$50.00

Article 21 - Shift Changes

Each officer of the Police Department may change shifts with any other officer who is agreeable to the change, providing that all shift changes must be approved by each shift supervisor affected, and that the best interest of the Police Department, and thereby the best interest of the citizens of Clarkston must be insured. This is subject to approval of the Chief of Police, or his designated agent upon 24-hour prior notice.

Article 22 - Modified Agency Shop and Check-off

22.1 The City agrees to deduct, upon individual officer's written authority, the dues of members each month. All such funds collected by the City, on behalf of the Police Guild, shall be transferred to the Police Guild once each month, by check made payable to the Clarkston Police Guild.

- 22.2 The Guild agrees to defend, indemnify and hold the City harmless against any and all claims, suits, orders and judgments brought or issued against the employee as a result of any action taken or not taken by the Employer under the provisions of this Article.

Article 23 - Grievance Procedure

- 23.1 Scope of Grievance Procedure. The purpose of this Grievance Procedure is to establish effective machinery for the fair, expeditious, and orderly adjustment of grievances. Only matters involving the interpretation, application, or enforcement of the express terms of this Agreement shall constitute a grievance. Longstanding conditions which have been mutually accepted through past practice and which are not specifically addressed in this Labor Agreement shall not be subject to the Grievance Procedure.
- 23.2 Either the Guild or the Employer may process grievances against the other to allege violations and enforce the party's respective rights. Guild or Employer grievances shall enter the procedure at Step 4 and subject to all application time limits, other provisions, and to mediation/arbitration.
- 23.3 Steps.

Step 1. The aggrieved employee, with or without his representative, shall meet with the Supervisor within the prescribed time limits, and orally discuss the grievance. The Supervisor shall make a decision and orally communicate this to the aggrieved employee within ten (10) business days from the initial presentation of the grievance. Every effort shall be made by the employee and the Supervisor to resolve the grievance at this level.

Step 2. If the grievance is not resolved at Step 1, the aggrieved employee shall submit a written grievance to the Supervisor within ten (10) business days following the oral response. The written grievance at this Step and at all Steps thereafter, shall contain the following information:

- A. a statement of the grievance and the facts upon which it is based;
- B. the alleged violation of the Agreement;
- C. the remedy or adjustment sought; and
- D. the signature of the aggrieved employee.

The Supervisor shall respond in writing to this grievance within ten (10) business days of its receipt. The written response at this Step, and management responses at all Steps thereafter, shall contain the following information:

- A. an affirmation or denial of the facts upon which the grievance is based;

- B. an analysis of the alleged violation of the Agreement;
- C. the remedy or adjustment, if any to be made; and
- D. the signature of the appropriate management representative.

Step 3. If the grievance is not resolved at Step 2, the aggrieved employee shall submit the grievance to the Chief within ten (10) business days following the Supervisor's written response. The Chief shall respond in writing to this grievance within ten (10) business days of its receipt. The requirement in Step 2 for written grievances and responses shall not preclude the aggrieved employee and the appropriate management representative from orally discussing and resolving the grievance.

Step 4. If the grievance is not resolved at Step 3, the aggrieved employee shall submit the grievance to the Mayor within ten (10) business days following the Chief's written response. The Mayor shall respond in writing to this grievance within ten (10) business days of its receipt.

Guild grievances shall be submitted to the Mayor. Management grievances shall be submitted to the Guild. Either Guild or Management grievances shall be submitted within ten (10) calendar days of the occurrence prompting the grievance and shall be answered within ten (10) business days. Guild and Management grievances shall be subject to expedited mediation/arbitration and other provisions in Step 5.

Step 5. If the grievance has not been resolved at Step 4, the Guild or Management may refer the dispute to Expedited Mediation/Arbitration as provided below. The Guild shall notify the Employer in writing of submission to Expedited Mediation/Arbitration within ten (10) business days after receipt of the City Supervisor's written response at Step 4.

23.4 Panel of Standing Mediator/Arbiters

The parties may agree to the establishment of a panel of five (5) standing mediator/arbiters to hear and resolve all contract disputes.

Either party may unilaterally remove a mediator/arbiters at any time as long as there is no dispute pending at the time. Mediator/Arbiters panel vacancies shall be filled by mutual agreement.

The panel member assigned to a grievance shall meet without delay with the parties and the grievant and attempt to mediate/conciliate the dispute. If an agreement is reached, it shall be reduced to writing, shall be signed by each of the above parties, including the grievant, and shall be final and binding.

If, after a concerted effort, a single mediation meeting does not procedure a settlement, the mediator/arbiters shall immediately convene an informal arbitration hearing.

Witnesses, evidence and exhibits shall be kept to a minimum and the rules of evidence shall not apply.

The mediator/arbiter shall, on the same date of the hearing, provide a written "bench award" as a binding settlement of the grievance.

The mediator/arbiter shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented; and shall confine his/her decision solely to the interpretation, application, or enforcement of this Agreement. The mediator/arbiter shall confine himself/herself to the precise issue submitted for arbitration, and shall have no authority to determine any other issues not so submitted to him/her. The decision of the mediator/arbiter shall be final and binding upon the aggrieved employee, Guild, and Employer.

The costs for a mediator/arbiter and court reporter shall be shared by the parties. Each party shall pay the cost of their own representative, presentation and witnesses.

Either party has the right to have a representative represent them at any Step of the grievance procedure.

23.5 The following grievance principles shall govern and be controlling in any and all grievances:

- A. While the grievant may be "made whole", any punitive award shall be void and unenforceable.
- B. Unless agreed otherwise, only one (1) grievance will be heard at a time by an arbiter.
- C. Either party may, thirty (30) days or more prior to the date set for mediation/arbitration, by notice to the other take the grievance out of the mediation/arbitration bench award process. In that event, the grievance will proceed as a formal arbitration, subject to the usual rules and procedures.

Article 24 - Article reserved

Article 25 - Article reserved

Article 26 - No Strike Clause

Nothing contained in this Contract shall permit or grant any public employee the right to strike, or refuse to perform his/her official duties. Any employee who refuses to perform his/her regular duties when so directed by his/her supervisor, or superior, may be subject to summary discharge, loss of seniority, and any related employee benefits.

Article 27 - Savings Clause

Should any Section or portion of this Contract be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Section, or portion thereof, directly specified in the decisions. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Section or portion thereof.

Article 28 - Training

Both the City and the Guild, recognizing the mutual benefit of training, and in light of the fact that the City is, and will continue to pay the basic costs of such training as directed by the Chief of Police, overtime shall only be paid for training which is mandated and then within the guidelines of the FLSA.

Article 29 - Incentive Pay

- 29.1 Education Incentive -
- A. Associate Degree two percent (2%) of base pay per month;
 - B. Bachelor Degree four percent (4%) so long as the Bachelor Degree is in the field of study of Police Science/Administration of Justice (or similar), Sociology, Psychology, Communication or another public safety related field. Exceptions may be made at the sole discretion of the Mayor.
- 29.2 SWAT Pay – Individuals assigned to SWAT will receive an additional \$500.00 per year incentive pay.
- 29.3 The City agrees to pay a \$1.00 per hour premium to employees working between the hours of 3 AM to 7 AM, Monday through Friday, and the hours of 3 AM to 11 AM Saturday and Sunday.
- 29.4 Employee selected as the SRO shall receive an additional 3.0% of base salary/month while serving as SRO.
- 29.5 Detective Pay: Personnel assigned to the Detective Division, excluding Sergeants as an investigative/Detective, upon having completed ninety (90) days of service with the division and having completed a Basic Investigations Course, shall receive 3% per month above their base salary. Effective July 1, 2010, this incentive shall increase to four percent (4%) per month.
- 29.6 DARE Pay: Personnel assigned as DARE Officer shall receive 3% per month above their base salary.
- 29.7 FTO Pay: Personnel assigned as a Field Training Officer or Coach (FTO) shall receive five hundred dollars (\$500.00) per year added to their regular pay.

Article 30 - Tuition Reimbursement

The City shall provide a \$2500.00 per year tuition reimbursement for bargaining unit employees obtaining additional education in work related areas.

Requests for tuition reimbursement shall be made in advance of the course to be taken, and shall be subject to the approval of the Chief of Police as to the work related nature of the course and amount left in the fund. Such requests shall not be unreasonably withheld. To become eligible for repayment the course taken must be completed with a grade of "C" or better. Said transcripts provided to the City.

Article 31 - Probationary Period

New employees shall serve a maximum eighteen (18)-month probation, unless mutually agreed by the Association and the City, starting from date of hire through one (1)-year after completion of the Academy. Lateral hires shall serve a twelve (12)-month probationary period.

During the probationary period, the employee may be separated from service without recourse or notice. A probationary employee shall not have access to the grievance procedure for the purposes of grieving the separation from service.

Article 32 - Discipline and/or Discharge

32.1 Discipline shall be for just cause. The Employer agrees to use the principles of progressive discipline, except in the case of gross misconduct.

Oral reprimands, reduced to writing, are not formal discipline. The employee may provide written rebuttal. The oral reprimands may be placed in the supervisory file, but not the personnel file. Oral reprimands are not subject to grievance procedures.

Progressive discipline shall consist of the following steps:

- A. Letter of reprimand
- B. Suspension without pay and/or demotion
- C. Termination

All steps in progressive discipline shall be conducted formally, in private meetings with the employee having a right to representation.

32.2 Disciplinary Procedures and Due Process:

- A. Any employee subject to an internal investigation, for the purposes of investigating potential discipline, shall be given forty-eight (48) hours prior written notice of the interview, including the specific allegations of misconduct or

policy violation(s), complaint, or alleged unlawful acts, and the potential discipline. The employee will be given the right to consult with a labor representative prior to the interview and have a labor representative during the interview. The same notice will be provided to the President of the Association, or designee.

- B. The interview will be conducted at the police facilities during the employee's regular work hours, when possible. The notice of interview, the interview, and ongoing process will be conducted in a professional manner with efforts to minimize embarrassment of the employee before others. Interviews will be limited in scope to the allegations presented in the initial notice.
- C. During any interview, the employee may be ordered to answer questions, however, the employee will be provided in writing his/her "Garrity" rights or in matters of a criminal nature, provided "Miranda" warnings.
- D. Either party may tape record the interview, regardless of consent, and a complete copy will be provided within five (5) days of request by either party, or as mutually agreed. Should the interview be transcribed, a copy will be provided to the other party.
- E. Pre-disciplinary hearing: Before any discipline is imposed, the employee, or designee, shall be given the opportunity to meet with the Chief of Police, or designee, and present either written rebuttal or additional evidence, mitigating circumstances or other related information regarding the event. Prior to this meeting, the Employer will provide copies of the relevant materials, including witness statements and evidence, used as the basis of the potential discipline with a reasonable time to review by the Association. The City agrees not to make final judgment on discipline until this presentation. This hearing is not intended to replace any grievance rights.
- F. The Employee and Association (i.e., President, designee, or labor representative) shall be notified in writing of the results of any internal investigation and the discipline imposed, if any. The City will provide to the Association and employee all evidence, relevant statements, and materials used in the investigation to make a finding within ten (10) days of the notice of discipline, if requested. The City further agrees to make findings and conclusions of the investigation within a reasonable period after the pre-disciplinary hearing, not to exceed sixty (60) days, unless mutually agreed upon. If a finding is not made within such time, the employee will be exonerated of all charges.
- G. Use of Deadly Force Situations. Employees involved in the use of deadly force shall be advised of their rights to and shall be allowed to consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of force. Such right to consult with a representative or with counsel shall not unduly delay the giving of the statement.

H. This above procedure does not necessarily apply to a criminal investigation conducted by another law enforcement agency, except that the employee shall be granted the right to representation for any interview which the employee believes may lead to agency discipline. This above procedure shall not prevent informal inquiry following an event, except for cases of use of deadly force, which will be formally investigated in order to ascertain what occurred to the best of the involved officer's ability to recall, provided however, that the City shall only rely upon the involved officer's formal interview statements for all administrative or disciplinary purposes.

32.3 Personnel file: If there is no recurrence of the event prompting discipline within two (2) years, for any disciplinary action issued after the execution of this Agreement, later infractions of the same kind will cause disciplinary action to begin at the same or lower step. Disciplinary documentation shall not be a part of an employee's personnel file for more than two (2) years for any disciplinary action issued after execution of this Agreement.

Employees, or designee, shall not be denied access to their personnel file. Any materials which could be viewed as detrimental or negative toward the employee, shall not be placed in the file without written notice to the employee. Employees shall always be allowed the opportunity to provide rebuttal statements to anything placed in their personnel file. As a general rule, the only negative documents placed in a personnel file should be limited to actual disciplines imposed.

Article 33 - Term of Agreement

This Agreement shall be effective and retroactive as of January 1, 2020, until December 31, 2022, and shall remain in full force and effect until a new Agreement can be agreed upon and signed, with the effective date of the new Agreement being January 1, 2023, PROVIDED HOWEVER, that this Agreement shall be subject to such change, or modification as may be mutually agreed upon by the parties hereto.

Dated this 9th day of December, 2019.

CITY OF CLARKSTON

By Monika Lawrence
Mayor

Attest Jack
City Clerk

CLARKSTON POLICE GUILD

By [Signature] 108

By [Signature] 112

APPENDIX A
Salary Schedule
Clarkston Police Department

	1/1/20 (2.5% +1.5%)	1/1/21 (2.5%)	1/1/22 (2.5%)
Sergeant Step 4 (at 4 years' service)	6817	6987	7162
Sergeant Step 3	6618	6783	6953
Sergeant Step 2	6425	6586	6751
Sergeant Step 1	6136	6290	6447
Police Officer Step 5 (at 10 years' service)	5952	6101	6253
Police Officer Step 4	5777	5922	6070
Police Officer Step 3	5608	5748	5892
Police Officer Step 2	5344	5478	5615
Police Officer Step 1	5099	5226	5357
Police Officer Recruit	4783	4902	5025

Effective January 1, 2020 2.5% + add the 1.5% physical fitness incentive into base pay and eliminate the testing requirement and incentive.

APPENDIX B

Memorandum of Understanding Between The City of Clarkston and Clarkston Police Guild

Alcohol and Controlled Substances

As an Employer, the City is required to adhere to various federal, state and local laws and regulations regarding alcohol and substance use.

The City also has a vital interest in maintaining safe, healthful and efficient working conditions for its employees. Being under the influence of a controlled substance or alcohol on the job potentially presents serious safety and health risks to the user and also to all working with the user. The possession, use, or sale of a controlled substance which may alter mental and physical abilities or the use of alcohol in the workplace also presents an unacceptable risk of safe, healthful and efficient operations.

Within the legal framework and with these basic objectives in mind, the parties hereby establish the following policy with regard to use, possession, or sale of alcohol or controlled substances that may alter mental and/or physical abilities.

The objective of this Agreement is to ensure a safe, productive work environment for everyone. Further, it is the City's desire to help any employee who has a substance abuse problem to resolve that problem before he/she are found in violation of this policy.

Professional assistance for resolving employee alcohol or substance abuse problems is available through the City's medical insurance program. Requests for such help may be made through the department manager or the City Administrator. Request for this assistance will be treated confidentially and the employee will be directed to professional organizations that can provide in-patient, out-patient or post-treatment care.

Whenever a supervisor has reasonable grounds to believe that an employee is under the influence of a controlled substance while on duty, another City representative shall confirm the supervisor's observations.

Before an overt action is taken under this provision directly affecting an employee, every possible effort will be made to contact and consult either the steward or his/her designated alternate.

Section A - On-the-Job use of Alcohol, or Possession or Sale of Controlled Substances

A.1 Alcohol

Consumption of alcohol by any employee while on duty is prohibited unless consumed at a private or public function, as authorized by a liquor catering permit issued by the State of Washington. Consumption of alcohol in a City vehicle is prohibited.

A.2 Controlled Substances

Conviction of a violation of a local, state or federal statute involving the use, sale, purchase, transfer, or possession of a controlled substance by any employee shall result in disciplinary action, up to and including termination.

When a supervisor has reasonable grounds to believe that an employee is in possession of, selling or transferring illegal controlled substances, the police shall be notified.

A.3 Legal Drugs and Medication

Employees who may be required to operate vehicles, equipment, or machinery as part of their employment responsibility should exercise extreme caution in the use of medication which may induce drowsiness, dizziness, or other side effects that could impair the employee's ability to function efficiently. Employees shall notify their supervisors of the legal drugs and medications being ingested that may cause such side effects.

Section B - When an Employee Appears Under the Influence

If an employee appears to be under the influence of a controlled substance or alcohol, or such are in the employee's possession while on duty, immediate action is required. When this is the situation, the supervisor should do the following:

B.1 Under the Influence of Alcohol

The supervisor with the suspicion should confront the employee in a private setting. Arrangements for transportation to the evaluation site shall be made by the employee's supervisor.

If the employee refuses to be evaluated, arrangements shall be made for the employee to be transported home. The employee shall not be allowed to drive a City vehicle home.

Any employee who is determined to be under the influence of alcohol while on the job shall be subject to disciplinary action.

B.2 Use, Possession, or Sale of Controlled Substances

When a supervisor has reasonable grounds to believe that an employee is under the influence of a controlled substance while on duty, the employee should be confronted by the supervisor in a private setting. If in the judgment of the supervisor, the employee's condition is potentially hazardous to the safety of any individual, the supervisor may relieve the employee of such responsibilities as are necessary to protect the safety of those individuals. The supervisor shall notify the police of any possible violation of law.

Management and supervisors are to restrict conversations concerning possible violations of this policy to persons participating in the evaluation, investigation or disciplinary action. Further, investigation shall be at the discretion of the City.

Section C - Urinalysis Testing

- C.1 There shall be no across-the-board or random drug testing of employees. Where there is a reasonable cause to suspect that an employee is under the influence of alcohol or controlled substances while on duty as a result of the use of controlled substances or the habitual use of alcohol, that employee may be required to report for drug screen urinalysis. When a supervisor has a reasonable cause to suspect that an employee is under the influence of alcohol or controlled substances, that supervisor shall have a representative of the City confirm or refute the suspicion. Before an overt action is taken under this provision directly affecting an employee, every possible effort will be made to contact and consult either the steward or his/her designate alternate. If the City deems it necessary, a test shall be arranged without delay.
- C.2 Should the employee refuse to undergo the urinalysis test or should the test show positive for alcohol or controlled substances, a pre-disciplinary hearing shall be conducted. The result of that pre-disciplinary hearing may be that the employee enters into an authorized and agreed upon treatment program and/or that appropriate disciplinary action is taken. If the employee elects to enter a mutually agreed upon treatment program and there are no further controlled substances or alcohol violations within (2) two years of the date of completion of the program, there shall be no record of the offense giving rise to the pre-disciplinary hearing.
- C.3 The illegal use, sale, or possession of alcohol or controlled substances on City premises or while on City time constitutes grounds for immediate dismissal. (Provided, however, alcohol secured in the personal vehicle of an employee shall not in and of itself be a violation of this paragraph).
- C.4 Only laboratories that meet the state's standards or the draft National Institute of Health standards shall be used to conduct the tests. The labs must use tamper proof containers, and have a chain-of-custody procedure, maintain confidentiality, and preserve specimens for a minimum of sixty (60) days.
- C.5 An initial test may, at either the City's or the employee's request, be confirmed by an additional test at the certified laboratory in a nearby state. Such additional test shall be at the expense of the requesting party.
- C.6 Test results will be kept confidential. The employee will receive written notice of the initial result, information about options for a second test, and an opportunity to provide rebuttal evidence.
- C.7 If the test results are inconclusive or negative, the employee may be disciplined only for the incident which prompted testing, subject to the right to grieve for cause. The fact that tests were given and the results of such test may not be used in the discipline or grievance process.

Section D - Notification of Urinalysis Results

D.1 The employee being tested shall permit the City to be notified of the results of all urinalysis tests. Any employee required to undergo a urinalysis test may be given the results of that test by asking the City's physician or the City. Failure to authorize test results to be released to the City shall result in disciplinary action, up to and including dismissal.

Section E - Alcohol or Controlled Substance Related Traffic Offenses On or Off the Job

It is the duty of any employee who is required to drive as part of his/her assigned duties or job classification to report to his/her supervisor any alcohol or controlled substance related traffic violation.

Every employee required to drive as part of their assigned duties or job description shall annually certify the he/she has a valid driver's license. It shall be the employee's duty to report any restrictions imposed by law on the employee's driving privilege.

Section F - Criminal Convictions

In accordance with the Anti-Drug Abuse Act of 1988, the City shall notify Region 10 of the Environmental Protection Agency whenever any employee is criminally convicted of a drug offense that occurs in the workplace.

Section G - Operation of Equipment Prohibited

Under no circumstances shall a supervisor allow an employee who appears to be under the influence of alcohol or controlled substances drive a vehicle. If the supervisor is unable to stop the employee from driving, the supervisor shall immediately notify the police.