

# **AGREEMENT**

**By and Between**

**City of Vancouver**

**and**

**Vancouver Police Officers Guild**

**January 1, 2012 - December 31, 2014**

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# **VANCOUVER POLICE OFFICERS GUILD AGREEMENT**

This agreement, as of the date indicated herein, by and between the City of Vancouver, a municipal corporation of the State of Washington, and hereinafter referred to as the "Employer," and the Vancouver Police Officers Guild, hereinafter referred to as the "Guild," WITNESS that WHEREAS the parties have negotiated the terms and conditions of a collective bargaining agreement, hereinafter referred to as the "agreement," relating to regular full-time police officers, hereinafter referred to as employees represented by the Guild and described in this agreement, as to wages, hours, and other terms and conditions of employment of such employees and wish to reduce the agreement to writing, agree hereto as follows:

## **1. Guild Recognition**

- 1.1 The Employer recognizes the Guild as the exclusive bargaining agent for all police officers, corporals, and sergeants.
- 1.2 The Employer and the Guild agree that questions of Guild representation that may arise shall be resolved in accordance with rules of the Washington State Public Employment Relations Commission (PERC) and in accordance with local, state, or national statutes and rules.

## **2. Nondiscrimination**

- 2.1 The parties agree that the provisions of this agreement shall be applied equally to all employees covered hereby without regard to race, color, national origin, sex, age, physical or mental disability, political or religious opinions or labor organization affiliation, sexual orientation, pregnancy, marital status, military status, or membership in any other class protected by state or federal law or City ordinance, unless such would prohibit performance of a qualifications standard that is job related and consistent with business necessity or necessary to prevent a direct threat to health and safety.
- 2.2 Employees shall process discrimination grievances under the city's Equal Employment Opportunity procedure or under existing state or federal law, and shall not have recourse through the grievance procedures established in article 27 of this agreement.

### **3. Rights of Management**

3.1 The management of the municipal corporation, including but not limited to, the organization, scheduling, staffing, and direction of the work force, is vested exclusively in the Employer, subject to the terms of this agreement. Examples of management rights include, but are not limited to:

- 3.1.1 to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the organization;
- 3.1.2 to determine the number of employees to be employed;
- 3.1.3 to hire employees, determine their qualifications and assign and direct their work;
- 3.1.4 to evaluate employee' performances;
- 3.1.5 to set the standards of productivity, and the services to be provided;
- 3.1.6 to control and regulate the use of facilities, equipment, and other property of the Employer;
- 3.1.7 to determine the number, location and operation of departments, divisions, and all other units of the Employer.

The Employer has the right to introduce any and all new improved and automated methods or equipment to improve efficiency and to reduce costs and assign employees within the bargaining unit in accordance with such improvements and cost reduction methods. All matters not specifically and expressly covered or treated by the language of this agreement may be administered for its duration by the Employer in accordance with such policies or procedures as the Employer, from time to time, may determine. This article recognizes an employee's right to use the grievance procedure set forth in article 27 below.

#### **3.2 *Department Rules and Regulations***

It is mutually agreed that the chief of police has full responsibility and authority to adopt rules and regulations for the operation of the police department and the conduct of its employees, and the Guild agrees that its members shall comply in full with such rules and regulations. Nothing in this section shall be interpreted to restrict the chief's right to make decisions or to establish procedures necessitated by the "emergency" nature of operating the police department.

3.3 Nothing in this Article shall be considered a waiver of the Guild's right to bargain over mandatory subjects of bargaining pursuant to RCW 41.56.

## **4. Guild Membership and Dues Deduction**

- 4.1 All employees who are, or who become members in good standing in the Guild on or after the effective date of this agreement, shall maintain their membership in good standing in the Guild as a condition of continued employment. All employees who are not now members in the Guild and all new employees hereafter employed shall, within thirty-one (31) days from their first date of hire, or within thirty-one (31) days from the effective date of this agreement, whichever is later, become and remain members in good standing in the Guild as a condition of continued employment or pay a service fee to the Guild not exceeding the amount of regular Guild dues and initiation fees and not exceeding the maximum agency fee that may be assessed as a matter of law. However, any member or new employee who chooses to pay a service fee to the Guild in place of Guild dues shall not be required to join the Guild, and shall have no rights to vote or participate otherwise in Guild meetings.
- 4.2 If any employee, because of bona fide religious tenets and teaching, cannot become a Guild member, then he/she shall pay an amount equivalent to regular Guild dues and initiation fees to a nonreligious charity, or to another charitable organization mutually agreed upon by the public employee affected and the Guild to which such public employee would otherwise pay the dues and initiation fee as provided in RCW 41.56.122. The public employee shall furnish written proof to the Guild that such payment has been made.
- 4.3 The Guild will notify the Employer of the failing of any employee to meet the requirements of this section to maintain Guild membership by the regular payment of dues (or to pay a service fee or make an equivalent payment to a non-religious charity). The Employer agrees to advise the employee that his or her employment status is in jeopardy and that failure to meet the applicable requirements of this section will result in termination of his or her employment within ten (10) days, unless extended by the mutual agreement of the Employer and the Guild. If compliance is not attained within the aforementioned ten (10) days, the Employer shall terminate the employee.
- 4.4 Upon the written authorization from an employee within the bargaining unit, the Employer shall deduct from the pay of such employee the monthly amount of dues or service fee as certified by the secretary of the Guild and shall transmit the same to the treasurer of the Guild.
- 4.5 The Guild shall indemnify, defend and hold harmless the City and its officials, representatives and agents against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all reasonable legal costs that shall arise out of or by reason of action taken

or not taken in good faith by the City in complying with the provisions of this article. If an improper deduction is made, the Guild shall refund directly to the employee any such amount (not to exceed two months dues).

## **5. Guild Representatives and Activities**

- 5.1 The Guild shall inform the Employer in writing of the names of its current executive board members and attorneys who are designated to represent it. Only persons so designated will be accepted by the Employer as representatives of the Guild during the grievance process and on bargaining issues. The Guild may designate other members as representatives during contract negotiations.
- 5.2 The Guild's officers and attorneys shall have reasonable access to the Department during working hours, providing they do not interfere with or cause employees to neglect their work.
- 5.3 Employees and attorneys visiting the premises shall not engage in organizing or campaigning for the Guild, but this paragraph will not prevent the Guild officers from discussing in non-work areas during non-work periods matters of Guild membership, fees, dues, or Guild business with employees covered by this agreement.
- 5.4 The Employer agrees not to discriminate against any member of the Guild because of his or her activity in behalf of or membership in the Guild, provided such activity is not carried on during work hours, except as expressly provided in this agreement.
- 5.5 The Employer agrees to allow leave with pay for employee members of the Guild for no more than twenty (20) officer-shifts (200 hours) per year total, for conducting business vital to the Guild. The leave will be scheduled in advance based on vacation scheduling guidelines.
- 5.6 The Employer agrees to allow the Guild sixty minutes during each new officer orientation to provide new officers information about the Guild.
- 5.7 No more than six (6) employees on the Guild bargaining committee who are already scheduled to work during times scheduled for negotiating a new labor agreement will be allowed to attend those negotiations on Employer-paid work time. The Employer will not make special provisions to arrange shifts to maximize on-duty participation in negotiations. The Employer and the Guild will reach consensus on the total number of members who will be on the negotiating team.

- 5.8 The City will pay one Guild member to run the shift bid on the day the shift bid is conducted provided that no overtime is incurred.
- 5.9 Employees designated as Guild representatives will be permitted to use work time when appropriate for the investigation of grievances and representation of employees with grievances.
- 5.10 The Employer shall provide space for a bulletin board at each law enforcement facility where Guild members are staffed which may be used by the Guild for official Guild business. The Guild is responsible for the posting and removal of material on the bulletin board and for maintaining same in an orderly and neat basis.

## **6. Strikes, Work Stoppages or Work Slowdowns**

- 6.1 The Employer and the Guild recognize that the public interest requires the efficient and uninterrupted performance of all city services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to their overall objective. During the term of this agreement, neither the Guild nor the Employer shall cause, engage in, or sanction any work stoppage, strike, slowdown, lockout or other interference with city functions. Employees who engage in any of the foregoing actions may be subject to immediate disciplinary action, including discharge, and the Guild may be subject to action in accordance with RCW 41.56.

## **7. Identification of Jobs**

- 7.1 "Job" shall be defined as the employee's job title, job number, and range assigned by the Employer.
- 7.2 When work operations involving new or substantially changed requirements are established after the effective date of this agreement and such requirements are not adequately or specifically described in an existing job, the Employer will describe and establish a new job in an appropriate range subject to the Employer's duty to bargain with the Guild concerning appropriate compensation for the new job, if agreed to be within the bargaining unit.
- 7.3 Mounted Horse Patrol

The Employer has established a Mounted Horse Patrol Unit. Certain members of the Guild's bargaining unit desire to provide a horse, equipment and transportation in connection with the operation of this Unit. The Employer is willing to reimburse employees for the use of the horse, equipment and services of the employee. Each employee who desires to become a member of the Unit will sign and agree to the

Mounted Horse Patrol Reimbursement Agreement (dated September 18, 1998).

#### 7.4 Civilian Positions

The parties agree that certain civilian positions may be created within the Vancouver Police Department. The City of Vancouver may establish and fill the civilian positions. The City may also establish and fill such volunteer (unpaid) positions as it deems necessary.

The duties of civilian employees and volunteers shall be determined by the City of Vancouver, provided that their duties will not include work that is currently performed on a regular basis by members of the Guild without the agreement of the Guild. The parties further agree that civilian employees or volunteers will not carry firearms or have powers of custodial arrest. Job descriptions for each civilian position shall be available for inspection.

The parties agree that civilian employees may:

1. Respond to priority 3, 4 or 5 calls at the discretion of the supervisor or precinct commander.
2. Respond to priority 1 or 2 calls in a support capacity at the request of the supervisor or precinct commander.

When these civilian employees are not available, sworn officers may still respond to such calls based on the availability of sufficient staff at the time of the call at the discretion of the supervisor or precinct commander.

Duties of civilian employees and/or volunteers may also include:

1. Graffiti abatement.
2. Crime prevention education.
3. Citizen patrol (NOW) including tasks such as Skywatch, ALPR, radar/Lidar.
4. Alcohol impact area compliance checks (visual only).
5. SafeKids Program.
6. Abandoned vehicle abatement.
7. Out of state license plate reporter/educator.
8. Missing person search team.
9. Drive/operate non-patrol vehicles such as the Command Bus for maintenance or when no sworn department employee is available.
10. Assist sworn officers at barricades at crime scenes (outer perimeter) if a sworn officer is readily available.
11. Deploy and manage the speed trailer program.

## 12. Disabled parking enforcement.

It is the parties' intent that the creation and filling of civilian and volunteer positions will permit sworn officers to increase the time spent in proactive problem solving rather than reactive call taking.

No positions within the bargaining unit will be eliminated because of creating or filling such civilian positions.

### 7.5 Private Security

The City may engage private security personnel to support services the Department provides. Private security personnel may (1) perform security functions at fixed posts on a temporary basis including security at events such as the Fort Vancouver Fourth of July Celebration; (2) provide personal security (escort) for City employees or volunteers upon request if there is no specific threat or emergency; provided that such personnel will not be used to provide protection to dignitaries; (3) conduct preventative sweeps of City property or parks within the City in advance of specifically scheduled student or community youth trips to such areas; and (4) perform security functions such as routine drive throughs or walk throughs on city owned properties such as parks, parking lots, the airport and Officers' Row.

The duties performed by private security personnel will be limited to preventative measures; they will not patrol City property or parks within the City nor will they take any enforcement action. If a specific threat or emergency exists or a criminal act is in progress 9-1-1 will be notified and a request for an officer will be made by the private security personnel.

### 7.6 Reserve Police Officer Program

- A. The parties agree that a volunteer Reserve Police Officer program may be created. The City may create and fill Reserve Police Officer positions using a testing and selection process that will include successful completion of a thorough background investigation.
- B. Reserve Police Officers will not be used for primary patrol, traffic, or investigative duties. The duties of Reserve Police Officer may include:
  - (1) Response to priority 3, 4, and 5 calls at the discretion of the supervisor or precinct commander.
  - (2) Response to priority 1 or 2 calls in a support capacity at the request of the supervisor or precinct commander.
  - (3) Barricade/traffic control.
  - (4) Fireworks enforcement.
  - (5) Crime scene protection.

(6) Prisoner transport.

- C. Reserve Police Officers will be authorized to carry firearms and will have limited powers of custodial arrest.
- D. Reserve Police Officers will not be counted for purposes of meeting established patrol staffing levels.
- E. Overtime or extra duty assignments may only be worked by members of the Guild. However, if Guild members do not accept the available overtime duty after it has been offered for at least seven (7) days, that work may be performed by a Reserve Police Officer in a volunteer, unpaid capacity.

No positions within the bargaining unit will be eliminated because of creating or filling these volunteer Reserve Police Officer positions.

## **8. Job Vacancies**

- 8.1 All vacancies will be filled in accordance with the established rules and regulations of the Vancouver Civil Service Commission (as of December 20, 2006).

## **9. Layoff and Recall**

- 9.1 Layoff and recall shall be in accordance with established rules and regulations of the Vancouver Civil Service Commission (as of December 20, 2006) with the following exceptions:
  - A. In the event of layoff, employees will be laid off in the order of their seniority. Seniority for officers shall be defined as time in the department. Seniority for corporals and sergeants shall be defined as time in the position.
  - B. At the time of any layoff, corporals and sergeants may be given an opportunity to accept reduction to the next lower rank previously held by the employee in lieu of layoff. Such employees shall have bumping rights over the employee in the next lower rank with the least seniority. Seniority shall be defined as time in the rank or any higher rank.
  - C. Employees laid off or demoted in lieu of layoff shall be placed on a reinstatement list for the classification from which the layoff took

place and for any lower rank held based upon date of promotion to the lower rank.

- D. Reinstatement lists shall be valid indefinitely. Members who are demoted in lieu of layoff shall remain on the reinstatement list indefinitely until the City fills all positions in the affected classification equivalent to the number of positions demoted in lieu of layoff. Demoted members may decline an offer of reinstatement to their previously held rank on one occasion unless the member is the least senior employee on the reinstatement list. Members who are laid off shall remain on the reinstatement list for a maximum of twenty four (24) months. Laid off employees who are offered reinstatement will receive a conditional offer of reinstatement. The offer will be conditioned on successful completion of the following:
- (1) A background investigation. The investigation will be limited to the period of time between the date of layoff and date of proposed reinstatement.
  - (2) A medical and psychological examination.
  - (3) A drug screen.
- E. An individual will lose rights to reinstatement and/or be removed from the reinstatement list if he commits an act that would be cause for termination of employment or if he loses his or her commission as a general authority law enforcement officer.
- F. Appointments from the reinstatement list shall be made in the order of length of service. The employee on the reinstatement list who has the most service credit shall be first reinstated.
- (1) For employees on the reinstatement list for the position of police officer, "length of service" and "service credit" shall be defined as time employed as a police officer for the Vancouver Police Department.
  - (2) For employees on the reinstatement list for the position of police corporal, "length of service" and "service credit" shall be defined as time employed at the rank of corporal for the Vancouver Police Department.
  - (3) For employees on the reinstatement list for the position of police sergeant, "length of service" and "service credit" shall be defined as time employed at the rank of sergeant for the Vancouver Police Department.

## **10. Probation Period**

- 10.1 Entry level employment is subject to a probationary period from the date of hire, during basic academy training and continuing for twelve (12) months actual service from the date of graduation from basic academy training. Lateral entry employment is subject to a probationary period of twelve (12) months actual service from the date of hire. Actual service shall not include time spent away from the department for an extended period of time. Termination or discipline of a probationary employee is not subject to grievance under this contract. Discipline of probationary employees will not be used as evidence of appropriate discipline practice for non-probationary employees. Upon hiring, the Employer may start an employee at a higher step depending upon experience and qualifications.
- 10.2 Employees promoted to the position of corporal or sergeant shall serve a twelve (12) month probationary period during which time the Employer may decide to return the employee to his or her former classification. Demotion during the promotional probationary period is not subject to grievance under this contract.

## **11. Work Week, Hours of Work, Shifts**

- 11.1 The City has established a twenty-eight (28) day FLSA work period for all members. Work periods shall begin at 12:01 a.m. on the first day of the period and end at 12:00 midnight on the last day of the work period.
- 11.2 A work day is defined as the twenty-four (24) hour period beginning with the start of an employee's shift.
- 11.3 *Work Week*

### *A. Administration, Investigations and Special Operations*

For employees assigned to Administration, Investigations and Special Operations and for Precinct Detectives the normal assigned work week shall be scheduled on Mondays through Thursdays, or Tuesdays through Fridays based on a 4/3--4/3 schedule, ten (10) hours per day, including a one-half hour paid lunch. On mutual agreement of the employees involved and the employer, the normal assigned workweek may be an eight hour 5/2 schedule including a one-half hour paid lunch.

For employees assigned to the Traffic Unit, the normal work week shall be based on a 4/3--4/3 schedule, ten (10) hours per day, including a one-half hour paid lunch. On mutual agreement of the employees involved and the employer, the normal assigned workweek may be the patrol 5/4-5/4-5/5 schedule.

All employees are subject to call during lunch periods.

B. Neighborhood Response Team

For employees assigned to the neighborhood Response Team, the normal work week shall be based on a 4/3 schedule, ten (10) hours per day, including a one-half hour paid lunch. The normal assigned work week shall be scheduled on Mondays through Thursdays, or Tuesdays through Fridays. In order to meet the operational needs of the unit, the work schedule may be adjusted to include working some Saturdays and Sundays.

C. *Patrol*

For Employees in Patrol, the normal assigned work schedule shall be 5/4--5/4--5/5 (10.5 hours per day with a 1/2 hour paid lunch included).

For Canine Handlers, the normal assigned work day shall be a nine and one-half hour shift. The normal work schedule for canine officers will be based on the patrol work schedule (5/4-5/4-5/5). Canine officers are allowed one hour per shift worked for the care and maintenance of their dog. The one hour per shift worked is intended to compensate the officer for one-half hour each work day and non-work day for time spent in the care and maintenance of the dog.

11.4 The following provisions shall apply in Patrol:

A. The shift hours will be as follows:

Days	0600 hrs. to 1630 hrs.
Swing	1500 hrs. to 0130 hrs.
Graveyard	2000 hrs. to 0630 hrs.

Supplemental swing shift beginning between 1000 and 1200 hours; and ending between 2030 and 2230 hours.

B. Shift Bid

Members who are or will be assigned to Patrol as of January 1 of the bid year will be given an opportunity to bid for shifts for the following calendar year. Each bid will specify the officer's desired shift, letter day and precinct for two consecutive six month periods

(one year total period) within the same letter day and precinct. Each officer will remain in one precinct for the twelve month period unless transfer to another precinct is approved by the Employer. The Guild will complete the bid process by October 15th and the following year schedule shall be finalized and posted by November 15th.

Assignments will be made based on seniority in class based on date of hire (date of promotion in the case of corporals and sergeants), subject to the Employer's right to assign members to shifts, letter days or precincts other than the officer's preferred shift, letter day or precinct because of business necessity such as, but not limited to, accommodation of career development or responding to performance issues.

Members may trade shifts, letter days or precincts assigned through this shift bidding process due to extenuating circumstances, subject to the Employer's approval. Members may also be allowed to exchange work days with other members when the change is not detrimental to the best interest of the police department as determined by the Employer.

- 11.5 In emergency circumstances, or to accommodate training, the chief may temporarily revise work schedules.
- 11.6 On mutual agreement of the employees involved and the employer, the normal assigned work week and/or hours of work may be adjusted for temporary assignments of up to 90 days when consistent with operational needs of the department. Assignments of longer than 90 days shall be a mandatory subject of bargaining.
- 11.7 Each employee shall be given a twenty (20) minute rest period in the first half of the working shift, and a twenty (20) minute rest period in the last half of the shift, and a ½ hour paid lunch period. All employees are subject to call during such periods.
- 11.8 *Vacation Accessibility*
  - A. Competing Groups
    - 1. Sergeants will compete, across precincts, for vacation and leave accessibility. Sergeants working the supplemental shift will compete with swing shift sergeants;
    - 2. Corporals and officers will compete within their own squad for vacation and leave accessibility.

- B. Vacation Requests of One Workweek or Less:
1. For sergeants, seniority in grade will be the determining factor for all requests submitted prior to February 15<sup>th</sup> of each year. Vacation requests submitted before this date will be given priority over training requests.
  2. For corporals and officers, departmental seniority will be the determining factor for all requests submitted prior to February 15<sup>th</sup> of each year. Vacation requests submitted before this date will be given priority over training requests.
  3. Within each of the competing groups, vacation requests received on or after February 15<sup>th</sup> will be considered on a first come, first served basis.
- C. Long-Term Vacations/Special Events:
1. Vacation requests of three workweeks or greater must be approved by the Precinct or Division Commander.
  2. The Chief of Police or his or her designee must approve vacation requests for July 4th.
- D. Compensatory Time Off
1. The standard for vacation accessibility outlined in sections 11.8C and 14.4 will apply for use of compensatory time, unless otherwise specified in this section.
  2. Members may schedule compensatory time off only when the Employer can maintain adequate staffing without an overtime call back.
- E. Shift Trades or Reassignments Affecting Previously Scheduled Vacations:
1. It is the responsibility of officers who request such trades to contact their supervisors and make appropriate arrangements to eliminate payment of overtime for vacation coverage. Supervisors may deny or modify previously approved vacation in order to accomplish adequate squad and/or shift coverage.
  2. In the event officer(s) are administratively reassigned, pre-approved vacation will be honored.
- F. Other Leave Requests:

1. All other categories of personal leave will be handled in accordance with current language in this agreement.

#### 11.9 Patrol Staffing

- A. Each patrol squad may have two Police Officers/Corporals off on pre-approved leave at any time except that:
  1. A supplemental shift squad that is staffed with five (5) or fewer Police Officers/Corporals may have one Police Officer/Corporal off on pre-approved leave at any one time. Additional supplemental shift Police Officers/Corporals may be allowed off on pre-approved only upon approval of the precinct Lieutenant or Commander.
- B. Precinct Command Staff will be notified when mandatory pre-approved time off requests conflict (military leave, family leave, etc.). Command Staff will deal with such conflicts on an individual basis.
- C. Patrol Supervisory Staffing:
  1. City-wide, there will be at least two patrol Sergeants on duty at all times.
  2. Only one patrol sergeant per shift may be on pre-approved leave at any given time unless approved by the Precinct Commander.
  3. When a squad sergeant is on pre-approved leave, the squad corporal may act as supervisor, pursuant to C.1.
  4. If the squad sergeant is on pre-approved leave, and no corporal is available from the affected squad, payment of overtime to another sergeant or corporal will be authorized to ensure the presence of adequate supervision.
  5. If necessary to hire a supervisor on an overtime basis, the overtime shall only be for those times when there is no supervisory coverage.

#### 11.10 Definitions

The following definitions shall apply to this Article.

*District or Beat:* A specific geographical area within a precinct.

*Letter day:* "A" and "B" letter days, which generally work on opposite days off within the current patrol schedule.

*Pre-Approved Leave:* Anticipated time-off requested by an employee and granted by a supervisor, in accordance with departmental policies and this agreement (Article 14 – Paid Days Off [PDO]; Article 15 – Other Leave Benefits), and for training. Pre-approved time off includes time-off for reasons such as vacation, compensatory time-off, training, etc.

*Precinct:* A specific geographical area within the City of Vancouver within which police functions are carried out.

*Shift:* A period of time (e.g., Day shift, Swing shift, Supplemental swing shift, Graveyard shift) during which police activities are conducted department-wide.

*Shift Overlap:* That period of time during which two patrol shifts' work hours coincide.

*Squad:* A group of police personnel, to include supervisors and officers, which function together to provide police services within a specific precinct.

*Supervisor:* Typically a police sergeant, or corporal. A shift supervisor shall not be scheduled for a district or beat assignment, and shall not work as a Field Training Officer

## **12. Rates of Pay**

- 12.1 The regular hourly rate of an employee on a forty (40) hour work week will be his or her monthly regular rate multiplied by twelve (12) months and divided by two thousand eighty (2080) hours. This rate multiplied by eight (8) hours will be the daily regular rate; multiplied by forty (40) hours will be the weekly regular rate; and multiplied by one hundred and seventy-three and three-tenths (173.3) hours will be the monthly regular rate.
- 12.2 The regular hourly rate of an employee on the 5/4 schedule will be his or her monthly rate multiplied by 12 months and divided by 2047.5 hours. For employees working the 5/4 - 5/4 - 5/5 work schedule, there shall be a 28 day work period for purposes of FLSA.
- 12.3 The employee's regular rate for purposes of computing overtime compensation will be the sum of the employee's regular hourly rate plus any premiums required to be included in the regular rate by the Fair Labor Standards Act.
- 12.4 Regular monthly rates of pay will be as set forth in Appendix A.
- 12.5 Any employee who works on swing shift as defined in article 11 shall be given a shift differential of twenty-five (25) cents per hour for each hour

worked. Any employee who works on graveyard shift as defined in article 11 shall be given a shift differential of thirty-five (35) cents for each hour worked. Shift differential premium pay shall be included in paid days off (other than short-term disability) and compensatory time off based on the employee's specific shift assignment.

- 12.6 For entry level police officers, step increases granted by the Employer will be made effective on the adjusted service date of the employee's successful completion of basic academy training and annually thereafter.

For lateral entry police officers step increases granted by the Employer will be made effective on the adjusted service date of the employee's hire.

For employees promoted to the position of corporal or sergeant, step increases granted by the Employer will be made effective on the adjusted service date of the employee's promotion.

- 12.7 Any increase in wages shall be calculated at the top step of the salary range. The steps of each salary range will be determined by calculating backwards from the top step to establish a 5% differential between each step of the salary range. All salaries shall be rounded to the nearest whole number.
- 12.8 Sworn officers who are assigned as a Field Training Officer (FTO) to train entry level, lateral entry or Reserve police officers will be compensated an additional 5% of base pay for each hour directly supervising a student officer.

### **13. Overtime Pay**

- 13.1 In the event the need for overtime should arise in the police department, the employee working overtime shall be paid at one and one-half (1 1/2) times his or her regular rate of pay as defined in section 12.4 of this agreement.
- 13.2 Overtime pay will start any time an employee is required to work beyond the end of his or her shift and will be paid to the nearest quarter hour.
- 13.3 The established work week for officers is outlined in Article 11.1.
- 13.4. A. Except as provided in 13.4B, any employee working on his or her first day of rest, or his or her first and second days of rest in the case of employees who have three consecutive days of rest, shall be compensated at one and one-half (1 1/2) his or her regular rate of pay; provided such work must be scheduled before 11:00 p.m. the day before the proposed work or before the end of the last shift

worked before the proposed work, whichever is later. Any employee required to work on his or her last day of rest shall be compensated at double his or her regular rate of pay.

B. For Patrol officers working the 5/4 - 5/4 - 5/5 schedule:

Any employee required to work on his or her first or last day of rest shall be compensated at one and one-half (1 ½) his or her regular rate of pay.

Any employee required to work on his or her second or third day of rest, or his or her second, third or fourth day of rest in the case of employees with five consecutive days of rest, shall be compensated at double his or her regular rate of pay.

C. With the Employer's approval, employees may volunteer to work on days of rest that would require compensation at double the regular rate of pay per 13.4A and 13.4B. By so volunteering, employees shall be compensated at one and one-half (1 ½) the regular rate of pay.

### 13.5 *Compensatory Time*

Employees may accrue compensatory time off in lieu of overtime compensation. Compensatory time off shall be accumulated at the same rate as overtime compensation would have otherwise been paid (i.e., time and one-half generally, except for work on the employee's second day of rest, or third day of rest for employees with three consecutive days of rest). Employees may not accumulate compensatory time off in excess of ninety (90) hours. Employees will be allowed to use accrued compensatory time off subject to the restrictions for such use established under the Fair Labor Standards Act.

The provisions regarding scheduling compensatory time off are included in Section 11.9D.

### 13.6 *Callback Pay*

Callback pay shall be paid only under the following circumstances:

A. On a day already worked or to be worked: If the employee has completed his or her regular shift and is required to work other than an extension at the beginning or end of his or her shift. Shift extensions are defined as follows and will be compensated as defined in 13.1:

- (1) Beginning of shift – If scheduled eight (8) or more hours before the start of the proposed work, and starting time is within three (3) hours of normal shift starting time;
  - (2) On the way to work – if conducting official department business with supervisory approval within one-half (1/2) hour or less before normal shift starting time;
  - (3) End of shift – If notification is made one-half (1/2) hour or less after normal shift ending time.
- B. On days of rest: If not scheduled eight (8) or more hours before the proposed work.
- C. Callback pay shall be paid at the rate of double the regular rate of pay for a minimum of three hours, during which time the Employer may provide and require work of the employee called back.

### 13.7 *Standby Time*

Whenever, in the opinion of the Employer and at the express direction of the Employer, it becomes necessary due to an emergency situation that members of the Guild are placed on standby while off duty, the following will apply:

- A. Those employees who are scheduled to work or who have completed a scheduled work day shall be placed on standby first.
- Those employees who are on scheduled days off shall be placed on standby next, if required.
- Those employees who are on vacation days off shall be placed on standby next, if required.
- B. Any employee called from standby to duty shall be paid under the provisions of 13.1 – 13.4 above.
- C. Any employee on standby shall be paid \$2.50 per hour for such standby.
- D. Movements of employees on standby pay status are normally not unreasonably restricted, provided they can be reached by telephone or other communications device and be able to respond

to a call within one hour of being so notified. In the event that employees are restricted to a specific location, such time will be considered hours worked and is subject to the provisions of 13.1 - 13.6 and 13.8 of this article, as they may apply.

### 13.8 *Court Appearances*

A. Except as provided in 13.8B, court appearances scheduled on an employee's first day of rest, or first and second day of rest for those employees who have three consecutive days of rest, will be paid at one and one-half his or her regular rate of pay for a minimum payment of three hours. Court appearances on the last day of rest will be paid at double the regular rate of pay for a minimum payment of three hours.

B. For Patrol officers working the 5/4 - 5/4 - 5/5 schedule:

Court appearances scheduled on an employee's first or last day of rest will be paid at one and one-half the regular rate of pay for a minimum payment of three hours.

Court appearances scheduled on an employee's second or third day of rest, or his or her second, third or fourth day of rest in the case of employees with five consecutive days of rest, will be paid at double time his or her regular rate of pay for a minimum payment of three hours.

C. Court appearances during off-duty hours of a scheduled day of work shall be compensated at the rate of one and one-half the regular rate of pay for a minimum payment of three hours.

## **14. Paid Days Off**

14.1 Each employee shall be granted paid days off to be used during the year for vacation, illness, holidays, or personal business time off. Bereavement leave and military leave shall be separate and as specified in 15.2 and 15.3 below. Paid days off are accrued in accordance with the following schedule.

### PAID DAYS OFF (PDO) ACCRUAL SCHEDULE

During Years of Service	Accrual Rate Per Month (Hours)	Maximum Accrual (Hours)
1	14.00	336
2-5	19.50	468
6-10	21.50	516
11-15	23.50	564
16-20	25.50	612
21+	27.50	660

Effective January 1, 2007, paid days off are accrued in accordance with the following schedule:

During Years of Service	Accrual Rate Per Month (Hours)	Maximum Accrual (Hours)
1	14.00	336
2-5	19.50	468
6 - 8	20.50	492
9 -12	21.50	516
13 -15	22.50	540
16 -20	25.50	612
21+	27.50	660

Any member who is accruing more hours per month than on this new PDO accrual schedule on January 1, 2007 will remain at the then current accrual rate until an increase would be required by this new accrual schedule.

- 14.2 Monthly accrual rates for employees working a 5-4/5-4/5-5 schedule shall be 1.21 hours per month less than those set forth in 14.1 above. Maximum accruals shall be as set forth in 14.1 above.

Effective January 1, 2007, monthly accrual rates for employees working a 5-4/5-4/5-5 schedule shall be 2.21 hours per month less than those set forth in 14.1 above. Maximum accruals shall be as set forth in 14.1 above.

- 14.3 Employees may not use accrued paid days off during their first six (6) months of service; nor will they be paid for such accrual in the event their employment is terminated for any reason during that period.
- 14.4 Employees must schedule and take at least ten (10) shifts of vacation (PDO's) each calendar year.
- 14.5 Eligible employees may sell back up to 60 accrued and unused PDO hours during each calendar year. "Eligible employees" include those employees who are able to comply with Article 14.4 **after** selling back PDO hours.
- 14.6 Upon separation from employment, an employee with more than six months service with the Employer shall be paid for all earned and accrued paid days off at the employee's rate of pay defined in section 12.
- 14.7 Employees must notify the Employer as soon as possible in the case of unforeseen illness or emergency and request appropriate leave. Holidays and personal business time off must be approved by the appropriate supervisor as established by department rules. Normally, at least five working days advance notice of the absence will be required unless mutually agreed upon shorter notice is provided. Vacation scheduling shall be in accordance with established departmental rules and regulations.

14.8 *Holidays*

The following days are recognized as "legal" holidays for which time off is to be granted as provided for in article 14 above.

- New Year's Day -January 1
- Presidents' Day - Third Monday in February
- Memorial Day - Last Monday in May
- Independence Day - July 4
- Labor Day- First Monday in September
- Thanksgiving Day - Fourth Thursday in November
- The day immediately following Thanksgiving Day
- Christmas Day - December 25
- One additional holiday employee's choice \*

**\* This additional holiday has been included in the paid days off accrual described under article 14.1 above.**

14.9 *In Lieu of Holiday Overtime Pay*

Recognizing that paid days off concept eliminates the obligation of the Employer to pay overtime for holidays worked, 2.4% of regular rates for classifications as set forth above shall be paid as compensation for and in lieu of said pay for holiday overtime.

## **15. Other Leave Benefits**

### **15.1 *Leave Without Pay***

All leave without pay will be handled in compliance with the City's Leave of Absence Without Pay policy dated May 2008, revised March 2011.

### **15.2 *Bereavement Leave***

A maximum of five working days bereavement leave shall be allowed when there is a death in an employee's immediate family. Immediate family is defined as spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, aunts and uncles. Immediate family members shall include domestic partners and the list family members of domestic partners if the employee's partner would be eligible to receive insurance benefits under the City's established qualification requirements.

Bereavement leave in excess of five working days may be charged to paid days off with the approval of the chief. In addition, the use of a maximum of five (5) PDO's shall be allowed for bereavement of family members outside the immediate family.

### **15.3 *Military Leave***

The Employer abides by the provisions of the laws of the state of Washington, RCW 38.40.060, which stipulates that employees who are members of the National Guard or Federal Reserve military units are entitled to be absent from their duties for a period of up to fifteen days with pay during each October 1 – September 30 year while engaged in the performance of ordered military duty and while going to or from such duty.

### **15.4 *Family and Medical Leave***

Family and medical leave shall be granted pursuant to the requirements of the Family and Medical Leave Act of 1993 and City of Vancouver policies.

## **16. Sick Leave**

### 16.1 *Inactive (Payoff) Balance*

Balances in inactive sick leave accruals as of December 31, 1976, shall be maintained as set forth below. Any member of the Guild covered by LEOFF who shall then retire at some future date shall be paid an amount to be computed as follows:

- A. Each month, the employee's attendance records shall be examined to determine total days on disability and sick leave.
- B. The balance of inactive sick leave shall be credited each month with an accrual of 10 hours to a maximum of 1024 hours.
- C. The days indicated in 16.1A shall be deducted each month from the balance in 16.1B to determine the balance to be paid off at retirement in accordance with sections 16.2 and 16.3 of this article.
- D. Any inactive sick leave balance that is in excess of 1024 hours shall be maintained at that balance unless reduced as specified in sections 16.1A and 16.1B above. No accrual of hours occurs until the accrued balance drops below 1024 hours. If the balance drops below 1024 hours, accrual will begin on the basis of 10 hours per month to a maximum of 1024 hours.

16.2 Any employee hired before January 1, 1981, and retiring from the employer on account of age shall be paid a sum equal to ten percent (10%) of his/her accrued and unused sick leave if he/she has more than ten years of service with the employer, twenty-five percent (25%) if he/she has more than fifteen years of service with the employer, or fifty percent (50%) if he/she has more than twenty years of service with the employer. Time on disability pension shall be counted as used sick leave for the purpose of computing money due at retirement for accrued sick leave.

16.3 Any employee hired before January 1, 1981, with the years of service noted in 16.2, above, who leaves the employer in good standing for reasons other than retirement shall be entitled to one-half of the percentages stated in 16.2, above.

### 16.4 *Short-Term Disability*

- A. Effective January 1, 1978, employees hired after October 1, 1977 shall accrue 10 hours per month in a short-term disability leave account, to a maximum accumulation of 1,024 hours. Use of this leave is available after three months of service for illness or injury.

Employees that have established prior eligibility under the LEOFF account shall be covered by disability benefits provided by the LEOFF system.

- B. Any employee hired before January 1, 1981 and retiring from the Employer on account of age shall be paid a sum equal to 10 percent of his or her accrued and unused short-term disability leave if he/she has more than ten years of service with the Employer; 25 percent if he/she has more than 15 years of service with the Employer; or 50 percent if he/she has more than 20 years of service with the Employer.
- C. Any employee hired before January 1, 1981 with the years of service as noted in 16.4B above, who leaves the Employer in good standing for reasons other than retirement, shall be entitled to one-half of the percentages stated in 16.4B above.

#### 16.5 *LEOFF -II Time Loss Guarantee*

- A. In the event an employee covered under the provisions of LEOFF-Plan II suffers a work-related disability, the Employer shall supplement the employee's benefits under workers' compensation such that the employee shall receive his or her full regular salary for the period of disability as determined under workers' compensation, but not to exceed six (6) months.
- B. Such supplement shall be made only to the extent that the employee's short-term disability balance available during such period, when combined with benefits paid under workers' compensation, results in the employee receiving less than his or her full regular salary during such period.
- C. Work-related disability shall be defined as:
  - (1) That which is eligible for payment of benefit under the state's workers' compensation program excluding any disability which occurs during, and as a result of participating in, the basic police academy training program.
  - (2) That which is incurred while off-duty, in response to a situation where such response is in accordance with departmental policy.
- D. Employees disabled may be required to perform light duty work as assigned by the Employer as provided under the workers' compensation statute.

- E. The parties expressly agree that the benefits provided by this article exceed the benefits provided by Chapter 462, Laws of 1985 as allowed in Section 11 of the Act.

In the event the Washington State legislature modifies the provisions of the LEOFF Act for LEOFF-II employees, this section shall be reopened for negotiations upon the request of either party.

## **17. Employee Insurance**

- 17.1 Each employee shall receive a term life insurance policy in the amount of one times their annual salary, rounded to the nearest thousand dollars, not to exceed \$50,000, double indemnity, which premium will be paid by the employer. Employees may, at their option, purchase additional life insurance through the Employer's carrier.

- 17.2 Each employee with dependents will pay 10% of the actual medical insurance premium cost for the employee's dependents per month on a pre-tax basis.

In negotiation of the January 1, 2000 – December 31, 2002 agreement, the parties agreed to eliminate City paid long term disability insurance coverage in exchange for enhanced dental benefits.

- 17.3 Employees and their eligible dependents will have the option of selecting medical coverage from one of the Flexible Benefits Plans, as outlined in Appendix B.

In addition, all employees will have the option of participating in Flexible Spending Accounts (FSAs) for reimbursable medical costs, dependent care costs, or premium sharing costs.

- 17.4 The Employer has the right to select insurance carrier(s), provided, however, that at least two medical plans will be offered and that the aggregate schedule of benefits currently enjoyed will not be substantially changed.

- 17.5 The Employer shall provide liability insurance (or self-insurance) for Guild employees. Such insurance shall defend and indemnify employees against allegations arising from all acts or omissions occurring within the scope of the duties and responsibilities of the employee's employment. Such insurance or self-insurance shall also cover all costs, including attorney's fees, connected with proposed or threatened suits and negotiated settlements, provided that the city need not indemnify or defend the employee for any act found by the department to be dishonest,

fraudulent, criminal or malicious, or for any suit brought against the employee by or on behalf of the city.

## **18. Medical Examinations**

- 18.1 The Employer has the right to require periodic medical examinations (physical and psychological) of all employees covered by this agreement provided the examination is job related and consistent with business necessity. The Employer also has the right to require certification from a physician that an employee is physically and mentally able to return to work following a period of disability leave.

## **19. Retirement Plans and Deferred Compensation**

- 19.1 All employees shall participate in the State of Washington Law Enforcement Officers and Fire Fighters Pension System.
- 19.2 Employees may participate, at their option and cost, in the deferred compensation programs provided by either the ICMA Retirement Corporation and/or ING.
- 19.3 Effective January 1, 1996, the City will match, up to a maximum of one percent (1.0%) of the employee's base salary, an employee's contribution to the deferred compensation program(s) offered by the City, such contributions subject to IRS limitations.

## **20. Training and Tuition Assistance**

- 20.1 Training shall be scheduled by the Employer when such training is mandatory, and if the total training hours or total training and work hours for a particular day exceed the normally scheduled work day, with the exception of Basic Training Academy, then overtime provisions shall apply. If the training is voluntary on the part of the employee, then overtime shall not apply. In the case of Basic Training Academy, hours worked include only that time spent in actual class instruction. Study time and other personal time are not within the definition of hours worked.
- 20.2 Requests for tuition assistance to attend specialized individual training or academic training shall be processed in accordance with City policy.

## **21. Clothing Allowance**

- 21.1 The Employer shall purchase and replace such clothing, uniforms, and other equipment as designated by the chief of police and shall make all necessary uniform replacements as the need arises. Members assigned to plain clothes duty shall be paid an annual allowance of \$550 as authorized by the chief of police and as approved by the city manager. The plain clothes allowance shall be paid within one (1) month of assignment on a pro-rated basis for the remainder of the calendar year and paid annually thereafter the first pay period of February.
- 21.2 Employees agree to maintain all clothing and equipment in good condition and not subject it to abuse beyond the regular call of duty.
- 21.3 The Employer shall provide for each employee a standard service sidearm and two (2) standard sets of handcuffs which the employee will maintain and return to the Employer upon the termination of service. The Employer shall determine the standard service sidearm and handcuffs to be provided. If the employee chooses to carry other than the issued sidearm, the employee will return the issued sidearm when authorized to carry an alternative sidearm.
- 21.4 The city will replace or repair eye glasses and/or authorized personal items damaged or destroyed beyond normal wear and tear while on duty. Personal items will be authorized for purposes of this section if (1) the employee has notified the division commander in writing that he/she intends to carry the item on duty; and (2) the division commander has given authorization to carry the item. The Employer shall act upon the matter within twenty-one (21) calendar days from the date the personal item was brought to the division commander's attention. The employee shall assist the Employer in securing restitution or indemnification through the courts by the Employer. It is not the intent of this article to compensate for an employee's negligence and/or carelessness.

## **22. Mileage Allowance**

- 22.1 All employees required by the Employer to use their private cars for official police department business, as directed by the Employer, shall be compensated at the mileage rate established by the Internal Revenue Service. Maximum use shall be made by the Employer of employer-owned vehicles in order to avoid use of employees' cars. Compensation shall not be made for employees traveling from home to work and return.

## **23. Annexation**

- 23.1 It is understood and agreed that in the event of an annexation to the City of Vancouver requiring a transition period to City public safety services,

the City may, at its discretion, subcontract police services in the annexed area to the Clark County Sheriff's Office for a reasonable transition period in order to permit the orderly and safe transition of police services to the annexed area. No layoffs of bargaining unit personnel shall occur during the term of this Agreement as a result of any actions under this Article.

- 23.2 It is further agreed that should the City hire law enforcement officers laid off from another jurisdiction, which is enveloped in the annexation, such law enforcement officers shall have their length of service in the other jurisdiction applied toward their seniority with the City for lay off purposes, provided they are laid off by inverse seniority as contemplated by RCW 35.13.360-400 (1993 c 189 sections 2-6).

## **24. Substance Abuse Policy**

- 24.1 In order to protect the health and safety of employees, co-workers and the public, the City and the Guild agree that the City may implement its Substance Abuse Policy dated January, 1999. If, during the term of this Agreement, the City adopts a different Substance Abuse Policy for other City employees, the Guild may, at its option, reopen this Article of the Agreement for the purpose of modifying the Substance Abuse Policy incorporated by this Article.
- 24.2 The City agrees to indemnify, defend and hold the Guild harmless from any liability arising from the implementation of the Substance Abuse Policy, including testing and discipline under that policy. The Guild agrees to indemnify, defend, and hold the City harmless from any liability arising from the Guild's actions in advising and counseling its members about testing and discipline under that policy.
- 24.3 This article does not waive any constitutional or other rights employees may have under state or federal law.

## **25. Violence Prevention in the Workplace**

The Employer and the Guild agree that the City's Violence Prevention in the Workplace policy (dated May 2008) will be applied to Guild members. However, to invoke the search provisions of the policy, the City must first relieve the officer of duty because of reasonable suspicion of acts of violence as defined in the policy.

## **26. Educational Incentives**

### *26.1 General Eligibility*

Current active employees holding the rank of police officer, corporal, or sergeant may participate, if eligible, in the incentive program as described in the following sections of this article. Benefits payable under the incentive program cease when an employee terminates, retires, or is on an extended leave of absence without pay for more than thirty (30) consecutive calendar days. Such benefits shall cease effective on the date of termination or retirement; or, in the case of extended leave of absence without pay, on the thirty-first day of absence. Pay will be reinstated effective on the first day of the month next following the employee's return to work.

A. To receive the second year award of 2.5% of base pay/month, the employee must:

- (1) Have an associate degree from an accredited college or university in an eligible course of study; or
- (2) Have completed 92 quarter hours or 54 semester hours and be currently enrolled in a bachelor's degree program at an accredited college or university in an eligible course of study.

To maintain eligibility for a second year award, an employee enrolled in a bachelor's degree program must furnish to the police chief and human resources director a copy of the official grade report at the end of each quarter or semester and must keep them apprised, in writing, of any circumstances which affect eligibility for educational incentive.

If the employer directs the employee to a work or training assignment that requires the employee to temporarily withdraw from school, payments shall continue under the educational incentive program during such assignment, provided the employee must re-enroll in school at the beginning of the quarter following termination of such assignment. If re-enrollment does not occur, benefits paid beyond the date such assignment ended shall be repaid to the city by the employee.

B. To receive the fourth year award of 5% of base pay/month the employee must:

- (1) Have a bachelor's degree from an accredited college or university in an eligible course of study.
- (2) It is the employee's responsibility to assure that timely documentation of educational attainment is provided to the Office of the Chief in the form of an official college transcript or degree or both. Payment of incentive awards will begin

effective the first day of the payroll period following the date such documentation is provided.

- C. Only courses taken through schools accredited by or through the Council for Higher Education Accreditation (CHEA) will be accepted in determining eligibility for educational incentive.
- D. The employee's degree must be job-related or contribute to improved performance.
- E. Questions arising out of the administration of this program will be resolved by a committee consisting of the police chief and human resources director; however, this will not prevent an employee from seeking redress through the grievance procedure.

## **27. Performance Evaluations**

### *27.1 Requirements for Evaluation*

The performance of each member of the bargaining unit shall be evaluated three (3) months prior to the end of a probationary period following hire or promotion to evaluate progress toward successful completion of the probationary period and as follows:

- A. At the end of the probationary period and each January thereafter, supervisors will meet with employees to set career development goals for the upcoming year.
- B. Each July, supervisors will meet with employees to evaluate progress toward the established career development goals.
- C. Each January, supervisors will meet with employees to evaluate work performance for the previous year and whether established career development goals were accomplished.

The established career development goals, six (6) month evaluation and twelve (12) month evaluation shall be documented in the approved department format.

- 27.2 Evaluations shall be conducted by a supervisor who has observed in a supervisory capacity the employee's performance for twelve months. If this is not the case, the evaluator shall note and take into account the period of observation. If the immediate supervisor has less than six months of observation, the predecessor supervisor, if available and if he/she has observed the employee for more than six (6) months, shall make the evaluation. If the predecessor is not available, the commanding officer, in consultation with the immediate supervisor, shall conduct the

evaluation. Standards of evaluation shall be made known to the bargaining unit and all evaluators.

Career development goals shall be set by the supervisor performing the evaluation for the previous year in collaboration with the supervisor for the upcoming year and the employee.

- 27.3 When a supervisor determines that an employee's performance needs improvement in any area, the evaluating supervisor(s) shall state the reason(s) and shall identify specific goals, instruction, training or other means for improving performance in that area.
- 27.4 After the evaluation is made, the employee shall be given a copy. The rating supervisor and the employee shall meet to discuss the evaluation. The employee may respond in writing and the response shall be attached to the evaluation.

## **28. Grievance Procedure**

- 28.1 For purposes of this agreement, the term "grievance" means any dispute between the Employer, on the one hand, and the Guild or an employee, on the other, concerning the interpretation, application or alleged violation of any term of this agreement. For purposes of this Article, the term "employee" shall include both members of the bargaining unit and the Guild. The parties agree to make every effort to settle grievances at the earliest step possible.

### **28.2 Procedure**

Grievances shall be processed in accordance with the following procedure:

Grievances shall be presented by the employee to his or her first level supervisor outside of the bargaining unit within 21 days of the date of the alleged violation of the agreement.

The written grievance shall include the following information:

1. A description of the grievance and how the employee(s) was/were adversely affected.
2. A statement of the section(s) of the agreement allegedly violated and the nature of the violation.
3. The date of the incident(s) grieved.
4. A description of the remedy sought by the employee(s).
5. Identity of the employees affected.
6. Specification of whether the grievance procedure should begin at step 1 or step 2.
  - a. For a grievance that involves discipline imposed by the Chief, the grievance may be initiated at Step 1 or Step 3.
  - b. For any other grievance, the grievance may be initiated at Step 1 or Step 2.

The written grievance shall be signed by the employee.

Step 1: The parties will use an interest based problem solving process to resolve the issues identified in the grievance. The process will include all individuals necessary and with authority to reach a resolution. Any resolution of the grievance will be in writing and signed by the parties. If the parties agree that they are unable to resolve the grievance, the parties will outline the areas of disagreement in a memorandum. The employee may advance the grievance to the next step by delivering the memorandum to the Office of the Chief at anytime within 21 days of filing the grievance. If the grievance is not resolved in 21 days, the grievance will automatically advance to step 2.

Step 2: If the grievance remains unresolved following step 1, the chief of police may meet with the employee and his or her Guild representative. The chief shall make a decision on the grievance, in writing, within 21 days of receipt of the grievance.

Copies of the chief's decision shall be mailed and delivered to the employee and to the Guild.

If the grievance involves a termination of employment, the employee may advance the grievance to Step 3. For all other grievances, the grievance may be advanced to Step 4.

Step 3: If the grievance remains unresolved after the chief's decision is rendered in step 2, the employee may deliver the grievance in writing to the city manager or his designated representative, with a copy to the Chief within fourteen (14) days after receipt of the decision reached by the Chief in Step 2. They City Manager or his designee may meet with the employee and Guild representative, the Chief of Police, and other directly involved individuals as determined by the City Manager or designee to be appropriate. They City Manager or his designee shall render his decision, in writing, within sixty (60) days of receipt of the grievance. The City Manager or his designee shall mail or deliver copies of his decision to the employee, the Guild, and the Chief of Police.

The parties shall select an arbitrator and schedule the arbitration hearing within the first thirty (30) days of the sixty (60) day period.

Step 4: If the grievance remains unresolved after the decision is rendered in Step 2 or Step 3, as applicable, the Guild shall decide whether the final step in the grievance procedure will be arbitration or civil service appeal. The guild will provide the City with a written notice electing a final step within fourteen (14) days after the mailing or hand delivery of the decision.

- 28.3 If the grievance is submitted to arbitration, the parties shall attempt to mutually agree on a disinterested third party to serve as arbitrator. In the event the Employer and the Guild are unable to agree on an arbitrator, the arbitrator shall be selected by the process of elimination from a panel of seven (7) arbitrators furnished by the Public Employment Relations Commission (PERC) or the Federal Mediation and Conciliation Service (FMCS). The request to PERC or FMCS shall state the general nature of the issues raised by the grievance and ask that the nominees be qualified. The parties shall promptly strike from the list received. The first strike shall be determined by the toss of a coin. The decision whether to use PERC or FMCS will be by mutual agreement or determined by a toss of a coin.
- 28.4 The arbitrator shall consider and decide only the specific issue(s) submitted by the Employer and/or the Guild at the hearing, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the agreement and shall not have jurisdiction to add to, detract from or alter in any way the provisions of this agreement. A decision within the jurisdiction of the arbitrator shall be final and binding upon all parties. The expenses and fees incumbent to the services of the arbitrator shall be paid by the losing party. Each party shall be responsible for compensating its own representatives and witnesses. Either party may cause a verbatim recording of the hearing to be made, provided it pays the cost of the record. If the other party desires

a copy, the cost of the recording and preparation of a transcript shall be shared equally.

- 28.5 A grievance that involves or affects a significant number of the employees in the bargaining unit may be introduced by the Guild in written form to the chief of police under step 2 of the grievance procedure.
- 28.6 Provided the Guild has given the City Manager notice that it intends to file a grievance not more than 129 days after the officer was placed on administrative leave and meet with the City Manager upon request, the Guild may grieve the placement of an officer on administrative leave for more than 150 days. Such grievance will be heard on an expedited basis by Arbitrator [parties to agree on 3-5 arbitrators to list as this panel]. The Arbitrator with the earliest available hearing date will conduct the arbitration. The Arbitrator will be requested to issue an expedited, summary award. The Arbitrator's fees and expenses will be borne by the City if the officer is removed from administrative leave and by the Guild if the Arbitrator continues the administrative leave.
- 28.7 If a grievance is not advanced in accordance with the time limits set forth above, the grievance shall be considered waived or granted, unless the parties mutually agree to extend the time limits for a given step.

28.8 *Discipline Review Board*

A Discipline Review Board will review all investigations that result in termination of employment. The review will be requested and performed at any time following receipt of a grievance and before a decision is reached by the City Manager or his designee. The Discipline Review Board, its review of any internal affairs investigation, and its recommendations will not be offered as evidenced in any grievance arbitration between the parties. Should either party offer such evidence, the arbitration hearing will be suspended and a new arbitrator selected to hear the grievance. The party making the offer will bear any additional arbitration fees and costs incurred.

## **29. Employee Discipline/Termination**

- 29.1 No employee shall be disciplined except for just cause. The Employer may take disciplinary action by written reprimand, suspension, demotion, or discharge.
- 29.2 Employees shall be given an opportunity to review and comment upon all disciplinary letters or performance evaluations that are placed in their personnel files. Employees shall be requested to sign the disciplinary

letter. Signature thereon shall not be construed as an admission of guilt or concurrence with the disciplinary action, but rather as an indication that the employee has seen and comprehends the nature of the disciplinary action. Copies of all disciplinary letters shall be given to the employee at the time the discipline is imposed. Notice of such disciplinary action shall be given to the Guild at the same time.

- 29.3 An employee suspended without pay may request to forfeit accrued paid days off on a day-for-day basis, in lieu of the suspension.
- 29.4 Disciplinary investigations shall be conducted in accordance with the department's IA program. Any changes in the IA program shall be developed jointly between the chief of police and the Guild's executive board.

## **30. Smoke-Free Work Environment**

### *30.1 Policy*

The city seeks to promote a safe, healthy and pleasant work environment for all employees. In response to increasing evidence from medical studies showing that tobacco smoke creates a health hazard for persons exposed to the smoke, all city facilities, including city-owned buildings, vehicles, individual employee offices, and offices or other facilities rented or leased by the city will be smoke free.

The City and the Guild have also agreed to a Vancouver Police Department policy dated October 21, 1999 establishing guidelines for the use of smokeless tobacco.

### *30.2 Procedure*

- A. "No Smoking" signs will be posted at all city locations and all city employees will participate in creating a smoke-free environment. Ash receptacles will be placed in convenient locations for those employees who wish to step outside a building to smoke.
- B. The city will offer assistance and support to employees who wish to quit smoking or using smokeless tobacco by providing periodic stop smoking/using smokeless tobacco classes sponsored by the city's wellness program.
- E. Visitors to any of the city's facilities will be requested to comply with the city's efforts to maintain a smoke-free environment.

## **31. Use of City's Electronic Mail System**

The Vancouver Police Officers Guild may use the City's electronic mail system to notify its members of Guild meetings.

- A. The number of notifications will be minimal, e.g., less than 10 per year.
- B. The actual message will be short, including notification of the date, time and place of the meeting; and an agenda for the meeting.
- C. Only Guild Executive Board members will have authority to send the e-mail messages.
- D. The e-mail messages will be notifications only, with no opportunity for reply to the message.
- E. Any messages sent over the City's electronic mail system are subject to City policies pertaining to its electronic communication system.

The City may terminate this the Guild's use of the electronic mail system with 10 days notice if there is a violation of the terms outlined in this article, if the e-mail messages sent by the Guild create a problem for the computer system, or if the City is required to permit other businesses or non-profit groups to use its electronic mail system because of the Guild's use of the system.

## **32. Police Officer Bill of Rights**

- 32.1 The City of Vancouver and the Vancouver Police Officer's Guild recognize the importance of a cooperative effort to ensure fairness to employees without unduly limiting the rights of management.
- 32.2 The Vancouver Police Officer's Guild believes that effective law enforcement depends upon the maintenance of stable employer-employee relations between police officers and their employers. In order to assure that stable relations are continued throughout the city and to further assure that effective services are provided to all residents of the city it is necessary that this document be applicable to, and strictly adhered to by all concerned parties.

- 32.3 Except as otherwise provided by law, or whenever on duty or in uniform, no police officer shall be prohibited from engaging, or be coerced or required to engage in political activity.
- 32.4 For the purpose of this Article, disciplinary actions means written reprimand, suspension, demotion or discharge as specified in Section 29.1 of this Agreement.
- 32.5 *Transfer to Another Job Position* – An employee may be temporarily removed from his or her job position or specialty assignment during the investigation and placed in another established position or a position created for the employee within VPD. This action is not disciplinary and will not result in a reduction or loss of wages. This may include directing a uniformed employee to work in civilian clothing. The employee must be returned to his/her job position or specialty assignment if the allegations are found not sustained, exonerated or unfounded unless the City has reasonable grounds not to return the employee to the position or assignment.
- 32.6 It is recognized that the use of deadly force is a traumatic experience. During investigations regarding deadly force, officers shall provide sufficient information so as not to hinder the investigation or obstruct the securing of the scene or apprehension of suspects. However, any written statement or detailed oral statement shall be obtained after the subject officer is advised of his/her rights and allowed to consult with a Guild representative or attorney. Such consultation shall not unduly delay the giving of the statement.
- 32.7 Interviews

When any police officer is questioned pursuant to VPD Internal Affairs Investigations Policy the interview shall be conducted under the following conditions. Provided that this section shall not apply to situations such as any interview of a police officer in the normal course of duty, counseling, instruction, or informal verbal admonishment by or other routine or unplanned contact with a supervisor or any other police officer, nor shall this section apply to an investigation concerned solely and directly with alleged criminal activities.

- A. The interview will be conducted at a reasonable hour, preferably at a time when the police officer is on duty, unless the seriousness of the investigation requires otherwise or there is a mutual agreement to conduct the interview during off duty time. If the interview does occur during off-duty time, the police officer shall be compensated for any off-duty time in accordance with this Agreement.

- B. Employees shall be given at least 24 hours notice of scheduled interview times unless this delay in conducting the interview would jeopardize the successful completion of the investigation. The notice will advise the employee whether he is being interviewed as a witness to or subject of the investigation.
- C. The officer under investigation shall be informed of the nature of the investigation prior to any interview and given information necessary to reasonably apprise the officer of the specific allegations, conduct or incident under investigation.
- D. At the start of the interview the officer shall be informed of the rank, name and command of the officer in charge of the interview, the officers conducting the interview, and all other persons to be present during the interview. All questions directed to the officer shall be asked by and through no more than two interrogators at one time.
- E. The length of the interview shall be for a reasonable period of time taking into consideration the gravity and complexity of the issue being investigated. The officer shall be allowed to take reasonable breaks during the interview process.
- F. The officer shall not be subjected to offensive language or threatened with punitive action except that an officer refusing to respond to questions or submit to questioning shall be informed that failure to truthfully and fully answer questions that are specifically and directly related to the allegations, conduct, incident, their duties, or their fitness for duty may result in disciplinary action.
- G. No promise of reward shall be made as an inducement to answering any question.
- H. No statement made during an interview by an officer under unlawful duress, coercion or threat of punitive action shall be admissible in any subsequent proceeding between the City and the Guild. No such statement shall be admissible or discoverable in any other civil proceeding except as required by law.

### 32.8 Guild Representation

- A. Officers have a right to have a Guild representative, who may be a Guild attorney, present during the interview. Officers who reasonably believe that an interview might result in discipline have a right to union representation by a Guild member or attorney. The

City will provide the Guild with a copy of the notice of investigation given any officer when the notice is given the officer.

- B. Officers who are witnesses in an Internal Affairs investigation may also have a Guild representative (Guild member or Guild attorney). The representative may assist and counsel the employee and reasonably assure that the employees' rights are protected, including making brief, non-argumentative objections to questions asked. The representative will not disrupt the interview or prevent the investigator from obtaining the employee's truthful testimony. If the representative wants to make an extended argument or some other statement, he will wait until the end of the interview to do so.
- C. The representative shall not be a person subject to the investigation or a witness in the investigation. The representative, if not an attorney, shall not be required to disclose, nor be subject to any punitive action for refusing to disclose, any information received from the officer under investigation for non-criminal matters.

- 32.9 The complete interview of a police officer may, consistent with applicable laws, be recorded by an audio taping device. If a tape recording is made of the interview, the police officer shall have access to the tape if any further proceedings are contemplated or prior to any further questioning at a subsequent time. If any transcription of the interview is made, the officer shall, upon request, be provided a copy without cost. The police officer being questioned shall have the right to bring a tape recording device and record any and all aspects of the interview.
- 32.10 No police officer shall be compelled to submit to a polygraph examination or voice stress analyzer against his or her will. No disciplinary action or other recrimination shall be taken against an officer refusing to submit to such examination, nor shall any comment be entered anywhere in the investigator's notes or anywhere else that the police officer refused to take such examination, nor shall any testimony or evidence be admissible at a subsequent hearing, trial, or proceeding, judicial or administrative, to the effect that the police officer refused to take such examination.
- 32.11 No police officer shall be required or requested to disclose any item of his or her property, income, assets, source of income, debts or personal or domestic expenditures, nor shall any officer be compelled to provide medical and/or laboratory information to investigators unless such information is obtained or required under this Agreement, state law or proper legal procedure.

- 32.12 City property and systems, including but not limited to, vehicles, computers, telephones, office furniture and lockers, are the sole property of the City. The City reserves the right to search such property and systems when reasonable suspicion exists that a law or city policy has been violated, provided that such searches shall be conducted in compliance with applicable laws.
- 32.13 The employer shall not cause the officer under investigation to be subjected to visits by the press or news media without his or her express consent nor shall his or her home address or photograph be given to the press or news media without his or her express consent or unless required by law.
- 32.14 The officer shall be entitled to review the complete final investigation file as provided in VPD Internal Affairs policy.
- 32.15 All information regarding the investigation, including the tape and any transcription of the tape shall be subject to the confidentiality provisions of the VPD Internal Affairs Policy.
- 32.16 If the City refers an allegation to an outside agency for a criminal investigation or to a Vancouver detective for criminal investigation, the officer will be promptly notified of this action unless notification would jeopardize the successful completion of the criminal investigation.
- 32.17 Nothing in this document shall preclude the Chief of Police from ordering a police officer to cooperate with other agencies involved in criminal or internal affairs investigations of a VPD member or of an employee of another law enforcement agency. If an officer fails to comply with such an order, the Department may officially charge him or her with insubordination.
- 32.18 No police officer shall have documentation of disciplinary action placed in his or her personnel file, or any other file used for any personnel purposes by the City without the police officer having an opportunity to read and sign the document. Except that, the documentation may be placed in a personnel file if the officer refuses to sign it. If an officer refuses to sign, the fact should be noted on the document and signed or initialed by such officer.
- 32.19 No police officer shall be subjected to disciplinary action, denied promotion, or subjected to other recrimination because of the lawful exercise of the rights granted under this agreement, or the exercise of any rights under any existing administrative grievance procedure.

- 32.20 In the event the Employer offers a police officer the option of resigning in lieu of discipline, the Employer will notify the Guild that the offer has been made and the Employer will allow the police officer up to seven days to consider the option.
- 32.21 The City shall not deny or refuse any police officer the rights and protections guaranteed to them by this document.
- 32.22 Disputes concerning the Police Officer Bill of Rights may be resolved according to the grievance procedure specified by this Agreement.

### **33. Contract Interpretation**

- 33.1 The Employer and the Guild agree that past practices that are mandatory subjects of bargaining and are not specified by this agreement but known by both the Guild and the Employer shall remain unchanged.
- 33.2 The intention of the parties to this agreement is that this agreement and all working agreements shall be consistent with the Personnel Regulations of the Vancouver Municipal Code (Chapter 2.45). Where it is found that the provisions of this agreement are in conflict with the Personnel Regulations, the agreement shall be deemed controlling. The language of the agreement shall be the basis for recommending an amendment to the Regulations.
- 33.3 If any article of this agreement should be held invalid by operation of law or by any court of competent jurisdiction or of compliance with or enforcement of any article should be restrained by such court, the remainder of this agreement shall not be effected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.
- 33.4 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Guild for the duration of this agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter specifically discussed during negotiations or covered in this agreement unless mutually agreed otherwise.

### **34. Termination and Renewal**

- 34.1 This agreement is effective January 1, 2012, and shall remain in full force and effect through December 31, 2014.

- 34.2 If the City of Vancouver population is greater than 235,000 by July 1, 2008, using the Office of Financial Management's Official Population Estimates for 2008, published on approximately July 1, 2008. VPOG may reopen the contract with respect to wages.
- 34.3 Pursuant to the provisions of RCW 41.56, the Employer agrees to commence negotiations with the Guild not later than June 1, of the expiration year, provided the Guild notifies the Employer, in writing, no later than May 1, of its intent to reopen the agreement and commence negotiations to modify wages, hours, and other terms and conditions of employment for the employees covered by this agreement.

## APPENDIX A

### VANCOUVER POLICE OFFICERS GUILD

#### Rates of Pay

##### Effective January 1, 2012 through December 31, 2012

		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Police Officer	4,737	4,973	5,222	5,483	5,757	6,045	6,347
Police Corporal			5,667	5,950	6,248	6,560	6,888
Police Sergeant			6,162	6,470	6,794	7,133	7,490

##### Effective January 1, 2013 through December 31, 2013

		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Police Officer	4,831	5,073	5,326	5,592	5,872	6,166	6,474
Police Corporal			5,780	6,069	6,373	6,691	7,026
Police Sergeant			6,285	6,600	6,930	7,276	7,640

##### Effective January 1, 2014 through December 31, 2014

		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Police Officer	4,928	5,174	5,433	5,704	5,990	6,289	6,603
Police Corporal			5,896	6,191	6,500	6,825	7,167
Police Sergeant			6,411	6,732	7,068	7,422	7,793

The differential between police officer and corporal will be 8.5%; the differential between police officer and sergeant will be

**APPENDIX B**  
**VANCOUVER POLICE OFFICERS GUILD**  
**FLEXIBLE BENEFITS PLAN**

Current contract language from the 2010-2011 collective bargaining agreement between the City of Vancouver and the Vancouver Police Officers Guild will remain in effect for the period of January 1, 2012 through June 30, 2014.

Effective July 1, 2014, employees will be able to choose from the following re-designed medical and dental plans.

- Medical Option #1** - Kaiser HMO
- Medical Option #2** - Kaiser CDHP (new)
- Medical Option #3** - Regence Blue Cross/Blue Shield of Oregon (BCBSO) PPO
- Medical Option #4** - Regence Blue Cross/Blue Shield of Oregon (BCBSO) CDHP (new)
- Dental Option #1** - Washington Dental Service (WDS/Delta Dental of Washington)
- Dental Option #2** - Kaiser Dental HMO

Employees may choose any combination of medical/dental plans. In addition, members have an opt-out/cash-back option for eligible employees upon certification of other group coverage.

Beginning **July 1, 2014**, two Consumer Driven Health Plans (CDHPs), one through Regence Blue Cross Blue Shield of Oregon and one through Kaiser will be added as medical options. The CDHP plans will include a Health Savings Account (HSA). In 2014, the City will make a contribution to the Employee's HSA of \$500 for those with employee-only coverage or \$1,000 for those with one or more dependents. The City's contribution to the HSA will be made in early July.

For the 2014 plan year, any employee who transitions to coverage under one of the CDHP health plans will receive a cash payment of \$1000 for those with employee only coverage or \$2000 for those with one or more dependents. This amount will be paid directly to the Vancouver Police Officers Guild Agreement - 44

employee and not into the HSA, is taxable, and will be paid in July of 2014. Employees may also contribute pre-tax dollars to their HSA.

Employees that do not transition to the CDHP plan will maintain the option of participating in Flexible Spending Accounts (FSAs) for reimbursable medical costs and premium sharing costs. All employees will continue to be eligible to participate in an FSA for dependent care costs.

For this contract period, the employer will pay \$35.00 each month into an eligible member's flexible spending account, or deferred compensation account. Employees enrolled in the CDHP plans may direct the \$35 to a flexible spending dependent care account or a deferred compensation account.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**For the Employer**

**For the Union**

\_\_\_\_\_  
Eric Holmes, City Manager

\_\_\_\_\_  
Jeff Kipp, President

**Approved as to form:**

\_\_\_\_\_  
Ted H. Gathe, City Attorney

\_\_\_\_\_  
David Snyder, Attorney for VPOG

**Attest:**

\_\_\_\_\_  
R. Lloyd Tyler, City Clerk