

8. A MOTION TO APPROVE A COLLECTIVE BARGAINING AGREEMENT WITH PULLMAN POLICE DEPARTMENT SUPPORT SERVICES EMPLOYEES FOR 2009.

STAFF REPORT

QUESTIONS FROM COUNCIL ON STAFF REPORT

DISCUSSION

ACTION TAKEN

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: September 8, 2009

ACTION REQUESTED

By motion approve the proposed one-year collective bargaining agreement for Pullman Police Department Support Services Employees.

BACKGROUND

A tentative agreement has been reached in labor contract negotiations between the City of Pullman and the Pullman Police Officers' Guild pertaining to a new labor contract for Police Support Services employees for the year 2009. Bargaining unit employees will receive a salary increase of 2% effective August 1, 2009. Two additional tiers of annual leave have been added for employees with 20 and 25 years of service. Insurance benefits will be maintained at their current status.

RECOMMENDATION

By motion approved to attached contract.

FISCAL IMPACT

\$ _____

BARS Code Number

SUBMITTED BY

John Sherman

Name

City Supervisor

Title

Administration

Department

ATTACHMENTS FOR COUNCIL REVIEW/ACTION

1. Police Support Services Agreement

REVIEWED BY

| | Initial | Date |
|-------------------------------|------------|---------------|
| Department Head | <u>JSS</u> | <u>9-4-09</u> |
| City Supervisor | <u>JSS</u> | <u>9-4-09</u> |
| City Attorney (As To Form) | <u>myj</u> | <u>9-4-09</u> |

CITY OF PULLMAN
PULLMAN POLICE OFFICERS' GUILD

2009

**PULLMAN POLICE DEPARTMENT
SUPPORT SERVICES EMPLOYEES**

TABLE OF CONTENTS

| | | |
|-------------------|---|-----------|
| ARTICLE 1 | GUILD SECURITY | 1 |
| ARTICLE 2 | RECOGNITION | 2 |
| ARTICLE 3 | PAYROLL DEDUCTION | 2 |
| ARTICLE 4 | PRODUCTIVITY | 2 |
| ARTICLE 5 | DISCRIMINATION | 2 |
| ARTICLE 6 | DEPARTMENT OPERATIONAL POLICIES AND PROCEDURES | 2 |
| ARTICLE 7 | SUPERVISORY DUTIES | 3 |
| ARTICLE 8 | GUILD BUSINESS | 4 |
| ARTICLE 9 | HOURS OF WORK | 4 |
| ARTICLE 10 | OVERTIME | 6 |
| ARTICLE 11 | HOLIDAYS | 7 |
| ARTICLE 12 | VACATION | 8 |
| ARTICLE 13 | SICK LEAVE | 9 |
| ARTICLE 14 | WORKERS' COMPENSATION/STATE INDUSTRIAL | 10 |
| ARTICLE 15 | FAMILY MEDICAL LEAVE ACT | 11 |
| ARTICLE 16 | UNIFORMS AND EQUIPMENT | 12 |
| ARTICLE 17 | MANAGEMENT RIGHTS | 13 |
| ARTICLE 18 | HEALTH INSURANCE | 14 |
| ARTICLE 19 | DRUG-FREE WORKPLACE | 15 |
| ARTICLE 20 | SMOKING POLICY | 15 |
| ARTICLE 21 | PHYSICAL FITNESS | 16 |
| ARTICLE 22 | BEREAVEMENT LEAVE | 16 |
| ARTICLE 23 | DISCIPLINE PROCEDURES | 16 |
| ARTICLE 24 | STRIKES | 20 |
| ARTICLE 25 | GRIEVANCE PROCEDURE | 21 |
| ARTICLE 26 | PREMIUM PAY | 24 |
| ARTICLE 27 | TRAINING STANDARDS | 24 |

| | | |
|-------------------|---|-----------|
| ARTICLE 28 | CAR ALLOWANCE | 25 |
| ARTICLE 29 | CONTRACTING OUT | 25 |
| ARTICLE 30 | SALARIES AND WAGES | 25 |
| ARTICLE 31 | PAYDAYS | 25 |
| ARTICLE 32 | SENIORITY LAYOFF AND RECALL PROCEDURES | 25 |
| ARTICLE 33 | SAVINGS CLAUSE | 26 |
| ARTICLE 34 | DURATION | 26 |

2009
POLICE SUPPORT SERVICES AGREEMENT
BETWEEN
CITY OF PULLMAN, WASHINGTON
AND
PULLMAN POLICE OFFICERS' GUILD

This Agreement is entered into between the city of Pullman, Washington, hereinafter referred to as the Employer, and the Pullman Police Officers' Guild, hereinafter referred to as the Guild. It is the purpose of this Agreement to achieve and maintain the efficiency and productive initiative of the Employer and Police Support Services, together with promoting harmonious relations between the Employer and the Guild, and to provide for the rights, well-being, and security of the Support Services employees.

ARTICLE 1 - GUILD SECURITY

- 1.01 **Employee Rights.** Employees shall have the right to join and participate in the activities of the Guild. Employees shall also have the right to refuse to join or participate in the activities of the Guild. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the Employer or by the Guild because of the exercise of these rights.
- 1.02 **Employee Choice.** Employees in classifications represented by the Guild shall choose, within thirty (30) days of execution of this Agreement for existing employees or within thirty (30) days of their hire date for newly hired employees, whether to (1) join the Guild and pay Guild dues and fees, (2) decline to join the Guild and pay a reasonable regular fair share service fee, (3) decline option (1) and (2) above and agree to be required to compensate the Guild reasonable service fees, for services rendered by the Guild, as determined by the Guild Executive Board, as a consideration toward the administration of this Agreement. The service fees shall include, but are not limited to, grievances, unfair labor practice charges, contract negotiations and/or other actions which involve representation time and effort by the Guild on behalf of all employee classifications represented by the Guild. The City will cooperate with the Guild in collecting Guild dues or service fees from employees in classifications represented by the Guild. Employees who do not utilize payroll deductions for payment of Guild dues or service fees and who become delinquent for Guild dues or service fees owed to the Guild shall be subject to debt collection procedures initiated by and prosecuted by the Guild.
- 1.03 **Religious Tenets.** The parties shall follow R.C.W. 41.56.122, which safeguards the right of non-association of public employees based on bona fide religious tenets or teachings of a church or religious body of which such public employee is a member.

ARTICLE 2 - RECOGNITION

The Employer agrees to recognize the Guild as the sole collective bargaining agent for all full-time and regular part-time non-uniformed employees of the Police Department of the Employer; excluding supervisors, confidential employees, and all other employees of the Employer.

ARTICLE 3 - PAYROLL DEDUCTION

- 3.01 Upon receipt of a written, signed authorization, the Employer will deduct, in the manner provided by law, Guild dues and assessments from wages of employees working under this Agreement. The amount so deducted shall be mailed or, if elected by the City, electronically transmitted by electronic funds transfer (EFT) to the Guild or its designee each month. Dues deduction will be consistent with Article 1 - Guild Security.
- 3.02 The Guild agrees to defend, indemnify, and hold the Employer harmless with respect to claims against the Employer as a result of compliance with the provisions of this article.

ARTICLE 4 - PRODUCTIVITY

It is agreed by the Employer and the Guild that each are jointly responsible for developing and maintaining a high level of efficiency for providing services. Productivity, the ability to increase service with a minimum of employee-hour costs, together with innovative practices to achieve the goal, will be the responsibility of all parties to this Agreement.

ARTICLE 5 - DISCRIMINATION

- 5.01 The parties agree to abide by federal and state law and local ordinance with respect to discrimination against any person, unless based on a bonafide occupational qualification.
- 5.02 While grievances related to this provision may be filed and processed to the conclusion as provided in the grievance procedure, should an employee also seek relief through the state Human Rights Commission, EEOC, or another source of administrative relief, then any grievance settlement or arbitration award shall be mitigated in kind or quality of relief obtained through the outside source of relief.

ARTICLE 6 - DEPARTMENT OPERATIONAL POLICIES AND PROCEDURES

- 6.01 The revised department manual will be disseminated electronically, and maintained in a read only format on a computer drive dedicated for this purpose. The official copy will be signed by the Chief of Police and maintained in the administrative files. Only the Chief of Police is authorized to change, modify, or delete disseminated copies of department policies and procedures.

6.02 New and existing policies and procedures, not currently available in department manuals or in electronic format, will be distributed to all personnel in hard copy. Permanent hard copies of current operational policies and procedures will be maintained by each sergeant, a copy will be given to the Guild, copies will be placed at select work stations, and will be accessible to any member of the department. As noted above, a separate hard copy will be maintained in the administrative offices of the department along with the official electronic copy.

6.03 New policies or procedures, or revisions to existing policies or procedures, may not be implemented until after the Chief has reviewed and authorized their implementation. Policies will become effective five (5) days from the date of the Chief's signature (on an original copy), and will be maintained in the administrative files of the department.

6.04 Interim Policies and Directives:

1. Interim policies are defined as any written policy approved and signed by the Chief of Police that requires or restricts any action or behavior, which, if not adhered to, could potentially subject the member to disciplinary action.
2. The use of interim policies is recognized as a necessary "stopgap" measure for management to control the business of the Police Department.
3. Interim policies will be valid for thirty (30) days after the date of issue. After the thirty (30) days has expired, the interim policy shall become null and void unless it is published and included as part of the Department Policy Manual.
4. Directives are defined as written (email or written) instructions or guidelines by department administration or supervisors to personnel applying to particular occasional administrative needs or for daily operational needs. Directives are intended to provide instruction and guidance to employees. Directives are considered effective in duration as indicated by the specific directive and shall stand until rescinded in writing by department administration or supervisor. Directives will be kept in a standard centralized location and will be reviewed annually.

6.05 The time lines noted above may be modified by mutual agreement.

ARTICLE 7 - SUPERVISORY DUTIES

In the absence of the Support Services Manager, the on-shift patrol supervisor shall be in charge of support operations. Other support services employees will not perform the duties of a supervisor. As illustration, the supervisor may direct employees to complete calls to obtain relief personnel. Decisions will be made by the supervisor-in-charge. (i.e. The need for hold over or call-in.)

ARTICLE 8 - GUILD BUSINESS

- 8.01 The Guild acknowledges that the progress of work is considered paramount and that the use of Employer time or premises for Guild business will be limited to that reasonably required.
- 8.02 Guild business shall be defined as the investigation or processing of a grievance, contract administration, or other Guild representation functions. Time, during working hours, to discharge such duties shall not be unreasonably withheld by the Support Services Manager or designee.
- 8.03 The Employer agrees that duly authorized Guild representatives may engage in the bargaining and/or grievance process, during their work hours at the Employer's expense, provided that in exigent circumstances they may be called upon for other duties. The Employer agrees that subject to guidelines in Section 8.01 above, the Guild may use Employer equipment/facilities during work time with approval of the Chief of Police, Support Services Manager or designee. Such use shall not impede Employer operations and expendables shall be reimbursed at cost.
- 8.04 Any person who performs services under the direction or on behalf of the Guild, or who serves on a committee, shall not be discriminated against.
- 8.05 The Guild agrees to timely notify the Support Services Manager, in writing, of the membership of the Guild Executive Board.
- 8.06 One (1) authorized Guild representative at any given time will be granted leave without pay for the purpose of attending Guild conferences and meetings; provided that the authorized representative's absence will not adversely affect the Employer's operations nor cause the Employer to incur additional expense. Notice of intent to be absent for such purposes shall be given the Employer in sufficient time to enable him to secure someone to perform the employee's duties. The Guild agrees to assist, upon request, in arranging for a replacement when necessary.
- 8.07 Employees on duty shall be allowed to attend quarterly or contract ratification Guild meetings held at the department, for a reasonable time subject to calls for service.

ARTICLE 9 - HOURS OF WORK

- 9.01 The work week, allowing consecutive days off, shall be composed of an average forty (40) hours per week, either in five (5) consecutive 8-hour days or four (4) consecutive 10-hour days.
- 9.02 Inclusive in the eight (8)-hour day or ten (10)-hour day will be a one-half (1/2) hour paid lunch and two (2) fifteen (15)-minute breaks for all employees. Employees in Support Services shall have the option of working an eight (8)-hour day including one-half (1/2) hour paid lunch or working an eight (8)-hour day plus a one (1) hour

non-paid lunch. The above formula will apply to the ten (10)-hour day as well. Breaks may be combined or taken separately at the employee's option.

9.03 Ten-hour day schedule for Records II

Hours of Work: Records II personnel work tracks consisting of four (4) ten (10)-hour work days with consecutive days for a total of forty (40) hours during a regular work week, followed by three (3) consecutive days off.

The parties recognize that at times staffing levels in Records I, due to the departure of Records I personnel and training of Records I personnel, may temporarily necessitate one or both Records II personnel to adjust their shift as necessary to cover the vacant Records I shift(s). It is with the understanding that preference shall always be given to allow the Records II personnel to work the ten (10)-hour shift(s) when possible while covering the vacant Records I shift(s). Upon return to staffing levels, Records II personnel shall immediately return to the ten (10)-hour shift schedule as defined in this article. Should staffing levels persist to require eight (8)-hour shifts for more than a six (6)-month period, the parties agree to meet and discuss timelines for returning to ten (10)-hour shifts.

Records II members assigned to tracks as follows:

Track A: Day Shift will work from 0700 hours to 1700 hours.

Track B: Swing Shift will work from 1600 hours to 0200 hours. OR

Track A: Day Shift will work from 0600 hours to 1600 hours.

Track B: Swing Shift will work from 1600 hours to 0200 hours.

Tracks: The full-time Records II member assigned to Track A will work Day Shift on Tuesday, Wednesday, Thursday and Friday. Their weekend days off will be Saturday, Sunday and Monday.

The full-time Records II member assigned to Track B will work Swing Shift on Monday, Tuesday, Wednesday and Thursday. Their weekend days off will be Friday, Saturday and Sunday.

Rotations: Records II personnel will work their assigned shift for one (1) rotation. A rotation will be comprised of three (3) calendar months of work. There will be four (4) rotations per calendar year.

Overtime: Any time worked in excess of a ten (10)-hour workday will be compensated as overtime, which is calculated at 1.5 times the normal hourly rate. Nothing in this article is intended to change previously established practice for the calculation of overtime hours worked beyond a regularly scheduled shift, or when called back to work on a regular workday or when called back to work on regular days off.

ARTICLE 10 – OVERTIME AND CALLBACK

- 10.01 For a work week of five (5) eight (8)-hour days, any employee working over eight (8) hours in one (1) day or over forty (40) hours per week shall be paid at one and one-half (1-1/2) times their regular rate of pay for the hours worked in excess of such time.

For a work week of four (4) ten (10)-hour days, any employee working over ten (10) hours in one (1) day or over forty (40) hours per week shall be paid at one and one-half (1-1/2) times their regular rate of pay for the hours worked in excess of such time or as otherwise mutually agreed consistent with the principle of a forty (40)-hour week.

- 10.02 Employees working authorized overtime shall be entitled to his/her regular hourly rate times one and one-half (1-1/2). However, at the employee's request and with the concurrence of the supervisor, the employee shall be compensated with time off at the time and one-half rate (1-1/2). Employees with authorized overtime entitlement to compensatory time off may not accrue such "credit" over forty-eight (48) hours. An employee accumulating more than forty-eight (48) hours of compensatory time shall be paid for all time in excess of forty-eight (48) hours monthly. All employees will be allowed to accumulate a maximum of forty-eight (48) compensatory hours.

For purposes of overtime pay for employees who are not exempt under the FLSA, the regular hourly rate shall be calculated by multiplying the monthly salary (including shift differential pay and all other regular pay) by twelve (12) months in a year and then dividing this figure by the product of fifty-two (52) weeks in the year times forty (40) hours in the average work week.

$$\frac{\text{monthly salary} \times 12 \text{ (months)}}{52 \text{ (weeks)} \times 40 \text{ (hours)}} = \text{regular hourly rate}$$

- 10.03 An employee ordered to remain on duty at the end of his regular shift or to report early shall be paid at the applicable overtime rate for time actually worked, calculated to the next one-quarter (1/4) hour.

10.04 Call-Back Pay

1. An employee, who is not at the police facility and who is called to work prior to the start of his/her regular shift for a period of time which is less than two (2) hours, shall receive a minimum of two (2) hours of overtime compensation.
2. An employee who is called in to court contiguous to the start of his/her shift shall receive a minimum of one (1) hour of overtime compensation if called in one (1) hour or less before the start of his/her shift, and a minimum of two (2)

hours of overtime compensation if called in more than one (1) hour before the start of his/her shift.

3. An employee called to report for duty on his/her day off or holiday shall be guaranteed a minimum of three (3) hours at the applicable overtime rate.

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

- 10.05 The employee shall submit, on proper forms, the reason for overtime to the supervisor or duty Sergeant who shall log and document overtime and off-duty hours worked subject to the approval and authorization of the Support Services Manager.
- 10.06 The Employer has the right to schedule overtime work as required in a manner most advantageous to the Employer and consistent with requirements of municipal employment and public interest and within the capabilities of the personnel so involved.
- 10.07 If an employee is present at the police facility contiguous to the start of his/her scheduled shift, and is ordered to work (as distinguished from being called to work when he/she is not at work) thirty (30) minutes or less before the start of his/her regular shift, said employee shall be paid at the applicable overtime rate for time actually worked, calculated to the full one-quarter (1/4) hour.
- 10.08 If an employee is present at the police facility contiguous to the start of his/her shift and is ordered to work (as distinguished from being called to work when he/she is not at the police facility) more than thirty (30) minutes before the start of his/her regular shift, said employee shall be paid a minimum of one (1) hour of overtime compensation.

ARTICLE 11 - HOLIDAYS

- 11.01 Each employee shall be afforded eleven (11) floating holidays per year. As used in this Article, the year will be from December 1 through November 30. The employee may use the floating holidays with the Support Services Manager's permission, or bank them and be paid out one (1) time per year. Payment for holidays shall be included in the November payroll for that year. Employees who are hired or who terminate during the year shall receive or reimburse pro-rata pay equal to 7.33 hours per full month of employment. Holidays as listed for the City shall be treated as regular days of work or rest, and shall not result in additional compensation whether worked or not. The employee shall also have a holiday on any day so declared by the Mayor of Pullman.

11.02 In no case shall the number of holidays taken and the number of holidays paid exceed eleven (11) days per year, unless as provided in Section 11.01 above.

11.03 Regular part-time employees shall receive vacation on a pro-rata basis.

ARTICLE 12 - VACATION

12.01 During each twelve (12) month period of employment, vacation leave with pay shall be granted to each regular full-time employee as follows:

| | |
|-------------------------------|--------------------------|
| 1 through 5 years of service | 12 days (96 duty hours) |
| 6 through 10 years of service | 15 days (120 duty hours) |
| Over 10 years of service | 18 days (144 duty hours) |
| Over 15 years of service | 21 days (168 duty hours) |

Effective, the first day of the month following ratification of this Agreement by both parties, implement the following two (2) additional vacation tiers prospectively only:

| | |
|--------------------------|--------------------------|
| Over 20 years of service | 24 days (192 duty hours) |
| Over 25 years of service | 27 days (216 duty hours) |

Regular part-time employees shall receive vacation on a pro-rata basis.

12.02 Trial employees will be eligible for vacation after six (6) months. The trial period shall remain at one (1) year. No trial employee shall be paid for accrued vacation in the event of resignation, termination, or death. Split vacation schedules will be established on the basis of seniority, with the approval of the Support Services Manager, provided the Employer is able to properly staff the Department, and the wage cost to the Employer is not greater than the cost that would have been incurred had the vacation not been split.

12.03 Vacations will be scheduled annually on a seniority basis subject to the approval of the Support Services Manager with consideration given to the request of the employee. Vacation time shall mean time in addition to the employee's regularly scheduled days off.

12.04 An employee shall be allowed to accumulate up to a maximum of thirty (30) days vacation time.

12.05 In the event an employee's request for vacation is denied by the Support Services Manager due to the exigencies of the Service and cannot be rescheduled during the following one hundred and twenty (120) days, said employee shall be paid in lieu of vacation for the days in excess of the accrual limit.

ARTICLE 13 - SICK LEAVE

- 13.01 Employees can accumulate sick leave at the rate of one (1) day per month up to a maximum of one hundred (100) days. Regular part-time employees are eligible for sick leave on a pro-rata basis. It is to be used for the following reasons: (1) illness or condition which renders the employee unable to efficiently perform his/her job; (2) an illness or hospitalization in the employee's family which requires the presence of that employee; or (3) appointment with a physician, optometrist, dentist, or other similar specialists when adequate notice has been given the supervisor. Immediate family shall be defined as mother, father, brother, sister, spouse, children, or step-children who are living in the employee's home, spouse's mother and father, step-parents, and grandparents on both sides of the family.
- 13.02 After three (3) consecutive working days of sick leave or after more than three separate sick leave occasions in a calendar month or before returning to work when the employee's ability to perform his/her job is questionable (by authority of the Chief of Police), then the employee may be requested to provide a doctor's statement verifying his/her condition. The Support Services Manager may request that an employee leave the workplace and take sick leave if he/she feels that the employee's condition warrants such action. An employee who disagrees shall be required to obtain a doctor's statement which verifies fitness to work.
- 13.03 An employee may be denied sick leave when he/she fails to notify the immediate supervisor or Support Services Manager on a daily basis within thirty (30) minutes after his/her regular work time or if sick leave is not being used for one (1) of the reasons given above. (The Support Services Manager or designee may waive this requirement for extended periods.) Inappropriate use of sick leave may be cause for discipline.
- 13.04 It shall be the employee's responsibility to not overdraw his/her accumulated sick leave. When an employee exceeds his/her accrued sick leave hours, the excess time shall be deducted from his/her accrued annual leave hours unless the employee requests, in writing, that that time be taken as leave without pay. If an employee exceeds his/her accrued sick and annual leave, those excess hours shall be unpaid. At this point, the employee shall be required to submit a request for a leave of absence. If this request is either not made by the employee or is denied, the employee may be subject to appropriate disciplinary action.
- 13.05 The parties agree that the Police Chief or his/her designee may require an employee to undergo a fitness-for-duty medical examination if the Chief finds reasonable cause exists. Any such medical examination shall be at City expense and the employee shall be compensated for the exam time involved. The City agrees that it shall comply with features of the Americans With Disabilities Act in administering this provision.

ARTICLE 14 - WORKERS' COMPENSATION/STATE INDUSTRIAL

- 14.01 Regular or trial part-time and full-time employees who sustain an on-the-job injury or illness or must be absent from work due to an incident for which they are eligible to receive coverage from the Washington State Department of Labor and Industries shall mark "SI" on their timesheets for those days or hours missed. During the period between the time an employee files a claim and the time L & I makes a determination of covered eligibility, the employee may use accrued sick leave or any paid leave (if eligible) in any order, to cover the initial time loss until these resources are exhausted. If L & I makes a determination that the claim is valid and provides coverage back to the date of the incident, the sick leave or any paid leave expended may be credited back to the employee's leave balance. Credit to the employee's leave balance may only occur if the employee reimburses the City the payment received from L & I for this initial time period. Reimbursement must be made by the employee within three (3) business days of receiving payment from L & I.
- 14.02 If L&I denies the claim, the sick leave or other paid leave expended shall not be credited back to the employee's leave balance. If the employee has no accrued sick leave or other paid leave, he/she shall be placed on leave without pay.
- 14.03 Once L&I determines eligibility and the initial period of coverage has been rectified from an accounting perspective, the employee may select one (1) of the following options:
1. The employee may be placed on Leave Without Pay Status and receive L&I's Workers' Compensation payment while on injury leave. If the employee elects this option, then any leave charged the employee for time loss before L&I's determination, shall be credited back to the employee's leave balance as noted in Section 14.01.
 2. The employee may continue to receive full salary (including premium pay being received at the time of injury or illness) and benefits until such time as the employee exhausts all accrued sick leave and other paid leaves provided that:
 - A. The employee has a positive leave balance. The difference between L&I's payment and the employee's salary shall be charged to the employee's sick leave or other paid leave as designated by the employee.
 - B. The employee repays the City the amount covered by Workers' Compensation within three (3) business days of receiving payment from L&I. Failure to reimburse the City may result in legal action by the state for dual compensation and/or disciplinary action by the Employer.

- C. Once the employee exhausts all accrued paid leaves, then he/she shall be placed on Leave Without Pay Status, and shall only draw Workers' Compensation from L&I.

14.04 The maximum period of coverage that any employee may receive under this benefit is six (6) calendar months from the date of the incident. After the six (6)-month period, if the employee is unable to perform the essential functions of the job, with or without a reasonable accommodation, the employee may be terminated from the work force. Reinstatement shall be in compliance with Chapter 41.26 RCW.

ARTICLE 15 – FAMILY MEDICAL LEAVE ACT

The federal Family and Medical Leave Act of 1993 provides up to twelve (12) weeks of unpaid, job-protected leave every twelve (12) months to eligible employees for any of the following reasons:

- 15.01 To care for a child after birth, or placement in the home due to adoption or foster care. Leave to care for a child after birth or placement for adoption or foster care must be concluded within twelve (12) months of the birth or placement.
- 15.02 To care for a spouse, parent, parent-in-law, grandparent, or child with a serious health condition, or as required by law.
- 15.03 The employee's own serious health condition which prevents him/her from performing, the essential job functions of the position.

For purposes of calculating leave eligibility, the twelve (12)-month period is a rolling twelve (12)-month period measured backwards from the date an employee first uses any FMLA leave.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves hospitalization or continuing treatment by a doctor. The term, a serious health condition, is intended to cover conditions or illnesses affecting one's health to the extent that inpatient care is required, or absences are necessary on a recurring basis, or for more than a few days, for treatment or recovery. When inpatient care is not involved, the regulations require that the absence from work or from school, or incapacity for performing other daily activities in the case of a family member, be for a period of more than three (3) days in addition to requiring the continuing treatment by a health care provider.

- 15.04 Eligible employees are entitled to up to 12 weeks of leave because of "any qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation. By the terms of the statute, this

provision requires the Secretary of Labor to issue regulations defining "any qualifying exigency."

- 15.05 An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the servicemember. This military caregiver leave is available during "a single 12-month period" during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave.
- 15.06 Intermittent Leave. Under some circumstances, the FMLA leave may be taken intermittently, e.g., either in small blocks of time, or as a partial reduction in normal daily or weekly hours. FMLA leave may be taken intermittently if medically necessary because of a serious health condition. If FMLA is for the birth or placement for adoption or foster care, use of intermittent leave is subject to approval by the department head and City Supervisor.
- 15.07 Notice of FMLA Leave. When an employee uses leave for a purpose for which FMLA leave is available, the City will designate the leave as counting against his/her FMLA leave allowance by providing written notice to the employee within three (3) days of the use of the leave. Supervisors or department heads are responsible for notifying the City when an employee is using leave for a reason covered by the FMLA so their leave may be properly assigned. In cases where the employee has been absent three (3) or more days due to an illness or injury, the supervisor or department head should notify the Human Resources Department.
- 15.08 The employee may elect to use any paid or earned leaves during the FMLA leave period. Paid leaves must be used prior to leave without pay.

ARTICLE 16 - UNIFORMS AND EQUIPMENT

- 16.01 For any employee required to wear uniforms of a type specified by the Employer, the Employer shall furnish and maintain two (2) complete summer and two (2) complete winter uniforms including necessary foul weather gear and excluding personal items such as underwear, stockings, and shoes. The Employer will repair any items of personal clothing damaged because of the performance of duty, excluding personal items listed above.
- 16.02 The Employer shall furnish required specialized equipment. The Employer shall repair or replace items of equipment rendered unserviceable in the conduct of duty.
- 16.03 The Employer will provide Support Service Records Specialists a shirt of a style, color, and material approved by the Chief of Police for on-the-job wear.
- 16.04 The Employer will issue soft body armor to any Code Enforcement Officer to be required to be worn on duty.

ARTICLE 17 - MANAGEMENT RIGHTS

17.01 All powers, authorities, functions, and rights not specifically and expressly restricted by this Agreement are retained by the Employer and shall continue to be subject to exclusive management control. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the Employer shall include the following:

1. The determination of Police Department policy, including the right to manage the affairs of the Police Department.
2. The right to assign shifts and work locations.
3. The right to direct members of the Police Department, including the right to hire, evaluate, promote, transfer, layoff, discipline, or terminate employees.
4. The right to determine public safety standards.
5. The allocation and assignment of work to employees within the Police Department subject to bargaining any changes in working conditions of bargaining unit members.
6. The determination of policy affecting selection or training of Police personnel.
7. The scheduling of operations.
8. The establishment, modification, and enforcement of Police Department rules, regulations, and orders, subject to bargaining where applicable.
9. The introduction of new, improved, or different methods and techniques of operation of the Police Department or of changes in existing methods and techniques.
10. The right to determine the need for additional educational courses, training programs, on-the-job training, or class training.
11. The determination of the number of ranks and the number of employees within each rank.
12. The determination of the amount of supervision necessary.

17.02 The Union does not herein waive its right to bargain mandatory subjects or other rights and privileges provided for in R.C.W. 41.56 et.seq.

17.03 No conditions, rights, or privileges of either party are affected unless specifically mentioned in this Agreement.

17.04 Confidentiality

1. The parties recognize the importance of maintaining the confidentiality of information and documents that constitute confidential Police Department information. At the same time, the parties recognize that the Guild must be able to discuss with the Guild's attorney matters of concern and obtain legal advice from the Guild's attorneys. The parties recognize that these two principles may at times be in conflict and the parties will work together to resolve any disputes that arise in a manner consistent with maintaining harmonious labor relations.
2. As such, it is agreed that Guild representatives and members, when necessary and in order to obtain legal advice on matters relating to wages, hours and working conditions, related to the Guild and/or Guild members, may divulge to the Guild's attorneys such otherwise confidential information. Guild representatives will make sure that the Guild's attorneys understand that the information provided is confidential and the information may not be disclosed to third parties other than the City except as required by law. In such situations, the City will respect the attorney-client relationship between the Guild and the Guild's attorneys, as protected by law.
3. Furthermore, it is agreed that the City will not interfere with Guild activity related to the Guild's attorney-client relationship, to the extent protected by RCW 41.56 and/or attorney-client privilege, and the City will not order Guild representatives and members to divulge Guild attorney-client information, to the extent protected by RCW 41.56 and/or attorney-client privilege, nor threaten disciplinary action for failure to do so.

ARTICLE 18 - HEALTH INSURANCE

- 18.01 The Employer will provide medical, dental, and vision coverage under the AWC PPO Plan for medical, Washington Dental Services for dental, and Principal Financial Group for vision for each eligible employee and their dependents. In addition, term life insurance, accidental death and dismemberment insurance, short-term disability, and excess organ transplant insurance shall be provided by the employer at no premium cost to the employee.

Effective the first day of the month following execution of this Agreement by both parties the City will switch the medical coverage insurance provided from AWC PPO Plan to the AWC Health First plan.

- 18.02 Employees regularly scheduled to work more than twenty (20) hours but less than thirty (30) hours a week over an extended period of time shall have the option of paying one-half (1/2) the cost of health insurance premiums. Employees regularly

scheduled to work thirty (30) hours or more a week over an extended period of time will receive full health insurance coverage at no premium cost to them.

- 18.03 The Employer agrees to maintain an HRA VEBA account for each eligible member. Should health insurance premiums increase more than ten percent (10%) in the year 2010, or any subsequent contract calendar year, the parties agree to negotiate the VEBA contribution.
- 18.04 In exchange for maintaining full insurance coverage, bargaining unit members will take an active part in participating in City Wellness programs and activities.

ARTICLE 19 - DRUG-FREE WORKPLACE & TCRB

- 19.01 In recognition and compliance with the federal Drug-Free Workplace Act, and other applicable federal statutes, the Employer and the Pullman Police Officers' Guild are committed to a drug-free workplace and have an obligation to insure public safety and trust with regard to their services and programs. Accordingly, the manufacture, distribution, dispensation, unlawful possession, or use of a controlled substance or drug not medically authorized, which would impair job performance or pose a hazard to the safety and welfare of the employee, the public, or other employees; or the possession or use of alcohol in the work place is strictly prohibited. It is the goal of this policy to prevent, eliminate, or absolve illegal drug usage through education and rehabilitation of the affected personnel.
- 19.02 Employees of the support services division of the Pullman Police Department are subject to provisions of the drug-free workplace statute and will abide by its terms.
- 19.03 Policies concerning drug-use shall be consistent with disciplinary procedures of this Agreement and the grievance procedure of this Agreement.
- 19.04 All employees of the Pullman Police Department who are covered by this Collective Bargaining Agreement, including employees working in the Receptionist/Evidence Custodian position, shall be subject to the substance abuse policy set forth in Article 20 in the PPOG uniformed officers Collective Bargaining Agreement.
- 19.05 Traffic Collision Review Board (TCRB). All employees of the Pullman Police Department who are covered by this Collective Bargaining Agreement, and who operate City of Pullman vehicles while on-duty, shall be subject to the TCRB policy set forth in Article 21 in the PPOG uniformed officers Collective Bargaining Agreement.

ARTICLE 20 - SMOKING POLICY

- 20.01 The Employer and the Guild jointly agree that smoking or other use of tobacco is injurious to the health of users, and may also be injurious to those in close proximity

to those who smoke. The parties agree therefore to discourage smoking and other tobacco use by members.

20.02 Smoking is not permitted in non-smoking areas or in police vehicles.

20.03 The use of smoking tobacco is only allowed in designated smoking areas meeting Labor and Industries' criteria.

ARTICLE 21 - PHYSICAL FITNESS

21.01 Both the Employer and the Guild agree that an appropriate level of health and physical fitness is vital to the employees' personal well-being and to the safe and efficient performance of duties.

21.02 All employees should maintain a level of physical fitness which will allow them to perform normal duties. If there is reasonable cause to believe that an employee is unable to perform normal duties due to a health or physical fitness condition, he/she may be required to submit to a physician's examination at the Employer's expense, and bring his/her health or fitness level to an acceptable standard.

21.03 The parties agree that if a physical fitness program is implemented, the current general health and fitness level of members requires assessment. These assessments and determinations should be made by a qualified expert such as an exercise physiologist or physician.

21.04 The parties mutually agree that to implement such a program requires careful study to determine both program features and reasonable standards. Each party to this agreement shall provide two (2) members to this committee who shall develop and recommend to the Guild and the Employer an acceptable physical fitness program.

ARTICLE 22 - BEREAVEMENT LEAVE

An employee shall be granted two (2) days off to attend to funeral arrangements for or attend the funeral/memorial of any immediate family member without loss of pay or benefits. Immediate family shall be defined as mother, father, brother, sister, spouse, children, or step-children which are living in the employee's home, spouse's mother and father, step-parents, and grandparents on both sides of the family. If additional time is needed to attend to funeral arrangements, estate administration, or whenever distant travel is involved, up to five (5) additional days duty time may be taken, upon approval of the Support Services Manager. Such additional time will be granted unless emergency staffing conditions necessitate the employee's presence.

ARTICLE 23 - DISCIPLINE PROCEDURES

23.01 Employees can be disciplined only for just cause. Forms of discipline include, but are not limited to: written reprimand, suspension, disciplinary demotion, and

discharge. Discipline will normally be progressive, however any level of discipline may be imposed based on the totality of circumstances and just cause.

23.02 Inquiry: An inquiry is based on the reasonable belief by the Support Services Manager or the Police Chief or designee that the action or non-action alleged will not lead to disciplinary action. An inquiry is a search for specific facts and circumstances surrounding alleged action or non-action on the part of an employee. A clear notification will be provided to the employee of the applicability of section 23.02

1. Inquiries include field conciliation or mediation. Field conciliation or mediation is the lowest level of complaint usually involving an explanation of departmental or legal policy or procedure. Field conciliation or mediation will be handled by a supervisor without the required presence or involvement of the involved employee. In any event, the involved employee shall be advised of the field conciliation or mediation as soon as practical.
2. An inquiry may also include Incident/Administrative Review. Incident /Administrative Review is based upon information that reasonably leads the Support Services Manager, the Police Chief or designee to believe a more in-depth inquiry than a field conciliation or mediation is warranted and presence and involvement of the involved employee is required.
3. An inquiry may result in documentation in an employee's next performance evaluation or may result in written supervisory counseling. Performance evaluations or written supervisory counseling are not discipline. These are less formal means of resolving issues related to daily operations or conflicts. Written supervisory counseling may serve as evidence for future discipline. Written supervisory counseling will not be placed in an employee's personnel file in City Human Resources; however, the document will be maintained in the Police Department personnel file for one (1) year from the date of occurrence. If conduct of a similar nature does not occur within any subsequent one (1)-year period, then the document shall be destroyed.
4. Nothing in this Article shall be construed to prevent or prohibit the Support Services Manager or the Police Chief or designee from discussing operational matters informally with employees.

23.03 Internal Investigation: An internal investigation is a search for specific facts and circumstances which involve reasonable cause to believe serious violations of policy, procedure, criminal conduct or other serious misconduct has occurred and action or non-action alleged could lead to disciplinary action.

The types of complaints that may lead to internal investigations include primary, secondary and third-party. Primary complaints are those that are received directly by persons who believe they have been the subject of misconduct from an

employee. Secondary complaints are from persons who have witnessed or have knowledge of alleged misconduct from an employee including staff of the Police Department. Third-party complaints are from a person or persons acting on behalf of a complainant or organization such as an attorney or advocacy group.

- 23.04 Notification of Internal Investigations. The employee that is the focus of the investigation and not merely a witness shall be informed in writing of the nature of the investigation, including enough specificity to inform the employee as to the facts that resulted in the initiation of an internal investigation and the potential rules, regulations, policies, or law that may have allegedly been violated and the potential maximum level of discipline being considered. At no time will the employee in an official or unofficial capacity knowingly contact any witness or complainant while he/she is the focus of an internal investigation. Nevertheless, the employee recognizes the employee's and the Guild's right to investigate under the PECBA. Any employee subject to an internal affairs investigation interview shall be given a minimum of forty-eight (48) hours written notice prior to any interview. This written notice shall be provided to both the employee and a current Guild executive board member.
- 23.05 Interviews: The interview of the employee that is the focus of the investigation shall not violate the employee's constitutional rights. The interview or interrogation shall take place at the Police Department, except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately with an attorney of his/her own choosing and/or a representative from the Guild for a reasonable period of time before being interviewed. An official representative of the Guild may be present during the interview to serve as counsel for the employee. The employer shall provide written notice to the employee that Guild representation is permitted. This notice shall be included with the notice of interview provided in 24.04.
- 23.06 An interview of an employee that is the focus of the investigation shall be when the employee is on duty unless the exigencies of the investigation or inquiry dictate otherwise or by mutual agreement of the parties. Interviews can be recorded by either the City or Guild, regardless of consent of any party. Any party recording the interview shall provide the other party a copy of the recording if requested. Upon such request, a copy of the recording will be provided within five (5) days, or as mutually agreed upon. Any recordings are considered work product for the purposes of litigation and shall be held in confidence by both parties.
- 23.07 The interview of an employee that is the focus of the investigation shall not be overly long, and the employee shall be entitled to such reasonable intermissions as he/she shall request for personal necessities, meals, telephone calls, and rest periods.
- 23.08 The employee that is the focus of the investigation shall not be subjected to any abusive language, nor shall he/she be threatened with dismissal, demotion, or other

disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall he/she be intimidated or threatened in any other manner. No promises or rewards shall be made as an inducement to answer questions.

- 23.09 The employee that is the focus of the investigation shall be required to answer any questions involving non-criminal matters under investigation and shall be afforded all rights and privileges to which they are entitled under the laws of the State of Washington or the United States. Employees compelled to answer questions by the employer shall be provided with a written "Garrity" warning.
- 23.10 All interviews shall be limited in scope to the activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the internal investigation. Nothing in this Agreement shall prohibit the employer from questioning the employee that is the focus of the investigation about information which is developed during the course of the interview.
- 23.11 Any employee covered by this Agreement shall not be required to take any polygraph (i.e. lie detector) or similar tests.
- 23.12 Pre-disciplinary hearing/Loudermill: The Chief of Police shall provide a "Notice of Intent to Discipline" to the employee that is the focus of the investigation and the Guild. The "Notice of Intent to Discipline" shall include the relative facts and conclusions of the investigation, the specific violations of the Pullman Police Department Policies and Procedures, the disciplinary action contemplated and a complete copy of the entire investigation. Prior to the imposition of any discipline, the Guild and the employee that is the focus of the investigation shall be given the opportunity to meet with the Chief of Police and shall be given the opportunity to provide additional evidence or mitigating circumstances related to the investigation as it pertains to the discipline proposed.
- 23.13 From the time of notice of an internal investigation the City has ninety (90) days to complete the investigation and provide the employee that is the focus of the investigation and the Guild with a notice of intent to discipline or notice that no discipline will be imposed unless:

There is a delay, beyond the control of the City, in processing of evidence related to the investigation; or,

the employee that is the focus of the investigation refuses to cooperate and such refusal materially affects the ability to complete the investigation in a timely manner; or,

the employee that is the focus of the investigation is unavailable for interview; or

an extension to such timeline is mutually agreed by the City and the Guild.

23.14 When the investigation results in discipline imposed by the City:

The employee being disciplined and the Guild will be given an official written notice of discipline imposed including a summary of the facts, the policy violations or misconduct that occurred and an explanation of the discipline imposed.

The employee or Guild representative, upon request, shall be furnished a copy of investigative materials not previously provided.

23.15 The Guild and an employee who is subject to any discipline may only seek appeal of discipline through the appeal and/or grievance procedures set forth in the Collective Bargaining Agreement. The Guild and each employee represented by the Guild knowingly agree and knowingly waive their right to process discipline appeals through the Civil Service Commission.

23.16 Any punitive sanction(s) shall become a part of the employee's personnel file for no more than one (1) year from the occurrence of the incident, except those punitive sanctions for misconduct involving intentional excessive force, theft, and misconduct which would in the state of Washington constitute a felony, in which case the punitive sanction shall become a part of the employee's personnel file for no more than three (3) years from the occurrence of the incident. At the end of these periods, if the conduct that led to the punitive sanction(s) has not been repeated by the employee, said documentation will be removed from their personnel file and maintained in a separate file in order to satisfy archival requirements, but will not be usable for future disciplinary action. The employer has the affirmative duty to remove the expired matters from the personnel file.

23.17 The Employer will not be able to use expired punitive actions, or allegations not sustained and/or unfounded allegations for future justifications for punitive sanctions, performance evaluations, future prospective employers, advancement, promotions, etc.

23.18 At the conclusion of the investigation, the employee shall be provided a timely written determination as to the outcome of the investigation.

ARTICLE 24 - STRIKES

24.01 The Guild agrees there shall be no strikes, slowdowns, stoppage of work, or any interference with the efficient management of the Department. The Employer agrees there shall be no lockout of employees. Should a strike, slowdown, boycott or other interruption of work occur, the Employer shall notify the Guild of the existence of such activity and request advice from the Guild as to whether the activity has been authorized. The Guild immediately thereafter shall respond to the Employer's request in writing.

24.02 Upon receiving notice of strike, slowdown, boycott, or other interruption of work which it has not authorized, the Guild will take all reasonable steps to terminate such activity and induce the employees concerned to return to work.

24.03 In the event employees participate in a strike, slowdown, boycott or other interruption of work in violation of this article, the participating employee(s) shall be subject to disciplinary action, which may include termination.

ARTICLE 25 - GRIEVANCE PROCEDURE

25.01 Scope of Grievance Procedure - The purpose of this Grievance Procedure is to establish effective machinery for the fair, expeditious, and orderly adjustment of grievances. Only matters involving the interpretation, application, or enforcement of the express terms of this Agreement shall constitute a grievance. Longstanding conditions which have been mutually accepted through past practice and which are not specifically addressed in this labor Agreement shall not be subject to the Grievance Procedure.

25.02 Either the Guild or the Employer may process grievances against the other to allege violations and enforce the party's respective rights. Guild or Employer grievances shall enter the procedure at Step 4 and subject to all application time limits, other provisions, and to mediation/arbitration.

25.03 Steps.

Step 1. The aggrieved employee, or representative, shall meet with the Supervisor within the prescribed time limits, and orally discuss the grievance. The Supervisor shall make a decision and orally communicate this to the aggrieved employee within ten (10) business days from the initial presentation of the grievance. Every effort shall be made by the employee and the Supervisor to resolve the grievance at this level.

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

- (1) a statement of the grievance and the facts upon which it is based;
- (2) the alleged violation of the Agreement;
- (3) the remedy or adjustment sought; and
- (4) the signature of the aggrieved employee.

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

- (1) an affirmation or denial of the facts upon which the grievance is based;
- (2) an analysis of the alleged violation of the Agreement;
- (3) the remedy or adjustment, if any to be made; and
- (4) the signature of the appropriate management representative.

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

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

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

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

25.04 Panel Of Standing Mediator/Arbiters

The parties agree to the establishment of a panel of five (5) standing mediator/arbiters to hear and resolve all contract disputes. They are: Phil Kienast, Timothy Williams, Gary Axon, Janet Gaunt, or Fred Rosenberry.

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

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

If, after a concerted effort, a single mediation meeting does not ~~procedure~~ produce a settlement, the mediator/arbiter shall immediately convene an informal arbitration hearing. Witnesses, evidence and exhibits shall be kept to a minimum and the rules of evidence shall not apply.

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

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

The Employer and the Guild shall share equally the fees and expenses of the mediator/arbiter.

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

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

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

25.06

1. Upon mutual agreement, in writing, by the Guild and the City and at the conclusion of the evidentiary portion of the arbitration, the parties may agree to oral closing arguments in lieu of written closing briefs.
2. If the parties mutually agree to oral closing arguments, the parties may also mutually agree, in writing, to have the arbitrator issue an oral bench decision. The oral bench decision shall be recorded and transcribed by the parties as

the formal record of the arbitration. The arbitrator shall issue their oral bench decision within a reasonable time after the conclusion of the arbitration hearing but within at least two (2) hours of the conclusion of the arbitration hearing.

ARTICLE 26 - PREMIUM PAY

26.01 An employee who works swing or graveyard shift shall receive premium pay in accordance with time worked. Premium pay shall be \$50.00 per month for swing shift and \$100.00 for graveyard shift. Part-time employees shall receive premium pay on a pro-rata basis. Current regular part-time employees (i.e., 1/2 time position scheduled to work two (2) graveyard shifts each week and 4/5 time position scheduled to work two (2) day shifts and two (2) swing shifts each week) will receive one-half (1/2) the premium pay for the swing or graveyard shifts they are scheduled to work.

26.02 No employee who works a shift which includes swing or graveyard time periods shall receive two (2) premium pays. An employee who commences working either swing or graveyard shifts between the first and fifteenth day of a month shall receive premium pay for that shift effective on the first day of that month. An employee who commences working either swing or graveyard shifts after the fifteenth of a month shall receive premium pay commencing on the first day of the following month. The same principles shall apply for employees changing from swing shift to graveyard shift, or the reverse. An employee ending shift work between the first and fifteenth days of a month shall receive no premium pay for that month. An employee ending shift work after the fifteenth of a month shall receive premium pay for the entire month.

ARTICLE 27 - TRAINING STANDARDS

27.01 It shall be the joint responsibility of the Employer and the Guild to encourage each employee to maintain a high degree of personal fitness, proficiency, knowledge, and skill in procedures and work. Training and seminars shall be made available to the employees for this purpose. Employees electing to attend such training while off duty shall do so at no expense to the Employer, except travel and/or lodging shall be paid by the Employer if in the opinion of the Chief of Police satisfactory benefits will be gained by the Employer.

27.02 Training, if ordered or required by the Employer, shall be compensated for at the regular salary rate. Local training beyond scheduled work periods, if ordered or required by the Employer, shall be compensated for as overtime. Only actual class time shall be used in computing such overtime.

ARTICLE 28 - CAR ALLOWANCE

Employees who are authorized and agree to use their personal vehicles for the purpose of travel on department business shall receive a mileage reimbursement for such travel equal to that authorized under Internal Revenue Service regulations for that year. This rate is to be adjusted yearly to conform to the current I.R.S. standard. The Employer agrees that whenever possible employees will be assigned vehicles, other than emergency vehicles as defined under R.C.W. 46.04.040, for out-of-town travel.

ARTICLE 29 - CONTRACTING OUT

The Guild recognizes the right of the Employer to contract out work. The Employer agrees that it will bargain with the Guild, concerning the decision to contract and the impact of such decisions.

ARTICLE 30 - SALARIES AND WAGES

30.01 Effective and retroactive to August 1, 2009, wages in effect on July 31, 2009, will increase by two percent (2%).

ARTICLE 31 - PAYDAYS

Payroll warrants shall be distributed on the fifth working day of the month next following the month for which salaries and wages are earned, as long as this date is no later than the 7th calendar day of the month. Said payroll warrants shall contain all pay elements claimed by the employee and approved by the department head through the last day of the prior month. A regular employee may also request a salary draw to be disbursed on the twentieth day of each month, or the last regular workday preceding the twentieth. The amount of said draw shall not exceed one-half of the employee's regular monthly take-home salary, excluding such elements as overtime, holiday pay, and other non-recurring entitlements. The request for said draw must be for continuous months, be submitted prior to the 15th of the effective month, and the draw amount may be changed only in the months of February and July. The draw amount shall be deducted from the employee's monthly payroll warrant.

ARTICLE 32 - SENIORITY LAYOFF AND RECALL PROCEDURES

32.01 Layoffs: In the event of a staffing reduction, layoff within the classification affected will be by seniority, provided the remaining employees have the ability to perform the work. Seniority will be the controlling factor.

32.02 Recall will be in the inverse order.

ARTICLE 33 - SAVINGS CLAUSE

If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The article or section held invalid shall be modified as required by law or the tribunal of competent jurisdiction or shall be renegotiated for the purpose of an adequate replacement article or section.

ARTICLE 34 - DURATION

34.01 This Agreement shall be retroactive (as to economics specified herein) and effective as of January 1, 2009, unless otherwise specified herein. The Agreement shall remain in full force until December 31, 2009, and shall remain in effect during the course of negotiations on a new Agreement.

34.02 It is understood that at least sixty (60) days prior to the expiration date of this Agreement, December 31, 2009, the Guild, on behalf of Support Services or the Employer has the right to open this Agreement for the purpose of negotiating changes in the Agreement. The successor Agreement and its terms will become effective pursuant to the terms negotiated by both parties.

IN WITNESS WHEREOF, we hereunto attach our signatures this ____ day of _____, 2009.

CITY OF PULLMAN

Mayor

Finance Director

City Supervisor

PULLMAN POLICE OFFICERS' GUILD

President

Vice-President

Secretary-Treasurer

PULLMAN POLICE SUPPORT SERVICES
Salary Schedule
August 1, 2009

| <u>CLASSIFICATION TITLE</u> | <u>STEP 1</u> | <u>STEP 2</u> | <u>STEP 3</u> | <u>STEP 4</u> | <u>STEP 5</u> |
|------------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| INFORMATION SYSTEMS SPECIALIST | 3,669 | 3,855 | 4,051 | 4,257 | 4,477 |
| RECORDS SPECIALIST II | 2,731 | 2,868 | 3,013 | 3,165 | 3,327 |
| PROPERTY AND EVIDENCE SPECIALIST | 2,731 | 2,868 | 3,013 | 3,165 | 3,327 |
| CODE ENFORCEMENT OFFICER II | 2,731 | 2,868 | 3,013 | 3,165 | 3,327 |
| CODE ENFORCEMENT OFFICER I | 2,595 | 2,731 | 2,868 | 3,012 | 3,166 |
| RECORDS SPECIALIST I | 2,595 | 2,731 | 2,868 | 3,012 | 3,166 |

9. RAILROAD ISSUES

STAFF REPORT

QUESTIONS FROM COUNCIL ON STAFF REPORT

DISCUSSION

ACTION TAKEN

NOTES:



CITY OF PULLMAN

Administration/Finance

325 S.E. Paradise Street, Pullman, WA 99163

(509) 338-3208 Fax (509) 334-2751

admin@pullman-wa.gov

MEMORANDUM

TO: Mayor and City Council

FROM: ^{JS} John Sherman, City Supervisor

RE: Discussion of Railroad Issues

DATE: September 3, 2009

At the City Council meeting next Tuesday night, we will have a discussion of railroad issues. There has been quite a bit of discussion about a WSU Design Class presentation regarding their "conceptual" plans for a restored passenger rail line between Pullman and Spokane. The line goes through Rosalia, Oakesdale and Garfield, where town revitalization plans and rail stations have been developed. A public presentation on the plan was made on May 26 in Rosalia. A presentation was also made on "Powering the Palouse: connecting people, products and ideas" at the Riverpoint Campus of WSU on April 29. A copy of the announcement on the Spokane presentation is attached.

Bob Scarfo, WSU Associate Professor of Landscape Architecture, will be present at the City Council meeting Tuesday night to make a PowerPoint presentation on the concept. I have also invited representatives from Whitman County and the Port of Whitman County to be present at the meeting. The Port is currently looking at a grant project to do extensive rail repair within our area. Both Whitman County and the Port of Whitman County have been very involved in rail issues.

Wednesday, 29 April, at 1:15 WSU Spokane Landscape Architecture students will present an exploration of the benefits of re-introducing passenger rail between Spokane and Pullman-Moscow. Noted under the umbrella title "Powering the Palouse: connecting people, products and ideas," are 7 projects. The projects are in response to shifting global trends, particularly associated with energy, water and climate change. The focus of the projects are an outcome of discussions with WSU students, companies considering their employees' needed housing in communities like Rosalia, Garfield, and Oakesdale, Oakesdale's Mayor and City Council, Rosalia business leaders, Schweitzer Engineering, WSU Pullman Capital Planning, Gonzaga Engineering, and Inland Empire Railway Historical Society.

The 7 teams will first present a coordinated series of PowerPoints between 1:15 and about 2:30. General questions will be addressed at the completion of the PowerPoint. Participants and students will then move into the Gallery area of the Design Institute and be able to speak one-on-one with the students standing by their individual projects.

Please note that Eastern Washington University Capstone Business students are also working on aspects of *Powering the Palouse*. Their work will be presented later in June. Then all the work will be compiled into a booklet and CD.

Landscape student projects include:

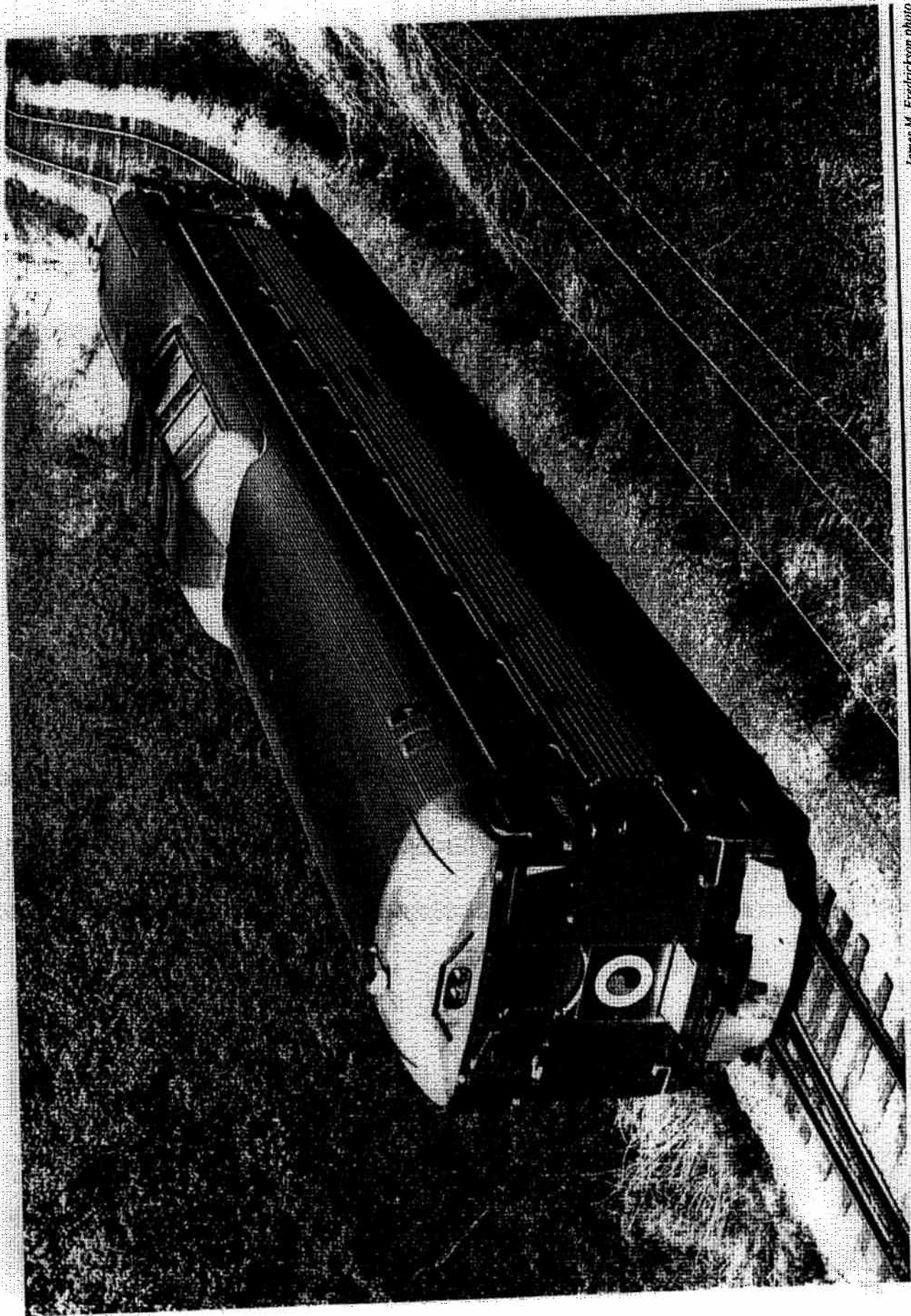
1. Bioregional approach to food production and local distribution.
2. Rail station design for Spokane's UDistrict
3. Redesign of Intermodal station, specific to integration of alternative forms of transportation.
4. Urban rail complex combining downtown Spokane and the UDistrict
5. Rosalia Revitalization
6. Oakesdale Revitalization
7. Pullman Rail Station

Title: Powering the Palouse: connecting people, products and ideas

Place: Riverpoint Campus, Phase I building, room 148

Date: Wednesday, 29 April 2009

Time: 1:15 to 4:00



James M. Fredrickson photo

In 1955 when RDC-2 B-30 was assigned to Spokane-to-Lewiston train No. 311 it had the distinction of being the only RDC in the Pacific Northwest. Rumors persisted that Northern Pacific might acquire additional Budd cars for the Tacoma-East Auburn connections and a projected Olympia-to-Seattle service, but nothing came of these sandhouse stories. B-30 is shown between Belmont and Garfield, Wash., on June 12, 1955.

Federal stimulus money:

Rail Authority to go offer \$60 mill grant to fix track

BY JOE SMILLIE

Gazette Reporter

The Palouse River and Coulee City Rail Authority is finalizing an application for a \$60 million federal stimulus grant to replace tracks and ties on 243 miles of the eastern Washington shoreline rail system.

Joe Poire, executive director of the Port of Whitman, said the grant funds would be spent on track rehabilitation. The port represents Whitman County on the four-county Rail Authority.

The rail authority would upgrade most of the track from Class 1 rail, which can only handle traffic up to 10 miles per hour, to Class 2 rail, which would allow trains to travel up to 25 miles per hour. Those upgrades would cut shipment time easily in half, said Poire.

Some short sections of the rail system have been upgraded by the sub-contracted operators, but a wholesale replacement of higher-gauged track is an astoundingly costly procedure, said Poire.

"That's just the tip of the iceberg," he said. "That used

to be a big number for me too before we elected this President and the money started coming down like crazy."

The total grant amount equates to just under \$247,000 per mile. Poire said the cost to replace some of the bridges on the three lines amplifies the total number.

In the application, the rail authority states Watco, former owners of the rail system, fell seriously short in maintenance efforts. The authority said Watco put \$3,100 per mile into track maintenance, well below the industry standard of \$6,000 to \$8,000.

That created a backlog of maintenance to ties, road crossings and bridges.

Washington state has tried to counter that by devoting \$27.7 million to purchase the lines and catch up on deferred maintenance.

Poire said the authority would have liked to include a major project like reconnecting the P&L and PV Hooper lines in Whitman County, but such a project would take too long to put together to include in the application.

Federal stimulus guidelines say the money must be spent on "shovel-ready" projects that can be put together

quickly.

The reconnect, whether from Oakesdale to Thornton or Colfax to Pullman, would take years to permit and acquire rights-of-way.

The link between the two lines was destroyed when fire burned out a bridge on the line between Colfax and Pullman.

The application adds the rails are crucial to the regional economy, because they provide access to eastern U.S. markets for shipping out grains and logs and shipping in fertilizer, chemicals and equipment.

They also provide a more competitive market for transportation of freight, reduce maintenance on roadways and reduce greenhouse emissions, the application stated.

All were among desired outcomes of stimulus money, said Poire.

The PCC Rail Authority was created in March, 2008, to administrate the state-owned rail system which runs through four counties. Representatives from Grant, Lincoln, Spokane and Whitman counties sit on the authority.