

AGREEMENT

By and Between

City of Vancouver

and

**OPEIU, Local 11
Law and Justice Division**

Police Command Unit

January 1, 2006 - December 31, 2008

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**OPEIU LOCAL #11 - LAW AND JUSTICE DIVISION
POLICE COMMAND UNIT
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 Law and Justice Division, Local No. 11 OPEIU, hereinafter referred to as the "Union," WITNESS that WHEREAS the parties have negotiated the terms and conditions of a collective bargaining agreement, hereinafter referred to as the agreement, relating to permanent, full-time Police Lieutenants and Police Commanders, hereinafter referred to as employees, represented by the union 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. Union Recognition

- 1.1 The employer recognizes the union as the exclusive bargaining agent for all of its employees covered by this agreement.
- 1.2 The employer and the union agree that questions of union representation that may arise shall be resolved in accord with rules of the Washington State Public Employment Relations Commission and in accord 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, 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 All reference to members or employees in this agreement designate both sexes; wherever the male gender is used it shall be construed to include both male and female members or employees as appropriate.

- 2.3 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 25 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 determine the number of employees to be employed;
 - 3.1.2 to hire employees, determine their qualifications and assign and direct their work;
 - 3.1.3 to evaluate employee' performances;
 - 3.1.4 to set the standards of productivity, and the services to be provided;
 - 3.1.5 to control and regulate the use of facilities, equipment, and other property of the Employer;
 - 3.1.6 to determine the number, location and operation of departments, divisions, and all other unites 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 23.

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

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 union 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 consistent with the "emergency" nature of operating the department.

4. Employee Rights

- 4.1 The employer recognizes and agrees that employees of the police department covered by this agreement are entitled to all rights and privileges accorded ordinary citizens under all applicable provisions of the United States and State Constitutions as well as the rights and privileges granted by any and all applicable legislation and the common law.

5. Union Security

- 5.1 All employees of the employer as defined in the preamble to this agreement who are or who become members of the union on or after the effective date of this agreement or the thirtieth day following the beginning of their employment with the employer, whichever date is later, shall as a condition of continued employment maintain their membership in good standing in the union during the life of this agreement.
- 5.2 Those employees of the employer as defined who are not or have not become members of the union on or after the effective date of this agreement shall be required to join the union as a condition of continued employment and maintain their membership in good standing in the union during the life of this agreement.
- 5.3 Those employees of the employer who are hired on or after the effective date of this agreement shall be required to join the union as a condition of continued employment with the employer within thirty days from the date of employment.
- 5.4 In the event an employee member of the union as defined above fails to maintain his membership in the union in good standing therein by the regular payment of dues, the union will notify the employer in writing, through the Human Resources and Risk Services Department of such employee's delinquency. The employer agrees to give notice to the employee within five (5) working days that his employment status with the employer is in jeopardy and that failure to meet his membership obligation within thirty (30) calendar days from the date such notice is received will result in termination.

- 5.5 The union agrees to provide the employer with union dues deductions assignment forms for each employee who desires to pay his union dues by payroll deduction. The employer will deduct such dues from the wages of those employees and forward them to the union each month.

6. Union Representatives and Activities

- 6.1 The union shall inform the employer in writing of the names of its officers, union representatives and stewards who are accredited to represent it. This information shall be kept up-to-date at all times. Only persons so designated will be accepted by the employer as representatives of the union.
- 6.2 Those union representatives indicated in 6.1, above, who wish to visit the premises of the employer or visit an employee during his tour of duty may do so provided that they notify the Chief of Police or Assistant Chief, or in their absence, a designee, of their presence and obtain permission prior to visiting an employee. Such permission and such notification will include the purpose of the visit.
- 6.3 Those union representatives indicated in 6.1, above, visiting the premises or an employee shall not engage in organizing or campaigning for the union, but this paragraph will not prevent the union from discussing in nonwork areas during nonwork periods matters of union membership, fees, or dues with employees covered by this agreement.
- 6.4 Solicitation of union membership will not be conducted during working hours. The employer agrees not to discriminate against any member of the union for his or her activity in behalf of or membership in the union, provided such activity is not carried on during working hours, except as expressly provided in this agreement.
- 6.5 The employer agrees to allow leave with pay for two employee members of the union for no more than twelve work-shifts per year total, for conducting business vital to the union, provided that no more than one employee member per shift is off at any one time.
- 6.6 Employees on the union bargaining committee who are already scheduled to work during times scheduled for negotiating a new labor agreement will be allowed to attend those negotiations as employer paid work time. The employer will not make special provisions to arrange shifts to maximize on duty participation in negotiations. Work time will also be permitted for investigation and representation of grievances when appropriate.

7. Strikes, Work Stoppages or Work Slowdowns

- 7.1 The employer and the union 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 union 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 union may be subject to action in accordance with RCW 41.56.

8. Identification of Jobs

- 8.1 "Job" shall be defined as the employee's job title, job number, and range assigned by the employer.
- 8.2 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 union concerning appropriate compensation for the new job, if agreed to be within the bargaining unit.

9. Job Vacancies

- 9.1 All vacancies will be filled in accordance with the established rules and regulations of the Vancouver Civil Service Commission as of November 20, 2002.

10. Layoff and Recall

- 10.1 Layoff and recall shall be in accordance with the established rules and regulations of the Vancouver Civil Service Commission as of November 20, 2002 with the following exceptions:
- A. In the event of layoff, employees will be laid off in the order of their seniority. Seniority shall be defined as time in the position.
 - B. At the time of any layoff, lieutenants and commanders may be given an opportunity to accept reduction to the next lower rank 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 plus time in 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.
 - D. Employees who accept reduction in lieu of layoff shall remain on the reinstatement list indefinitely. Laid off employees shall remain on the reinstatement list for a maximum of 24 months.
 - E. Laid off employees who are offered reinstatement shall receive a conditional offer. 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 examination and psychological evaluation.
 - 3. A drug screen.
 - F. An individual will lose rights to reinstatement and/or be removed from the reinstatement list if he/she commits an act that would be cause for termination of employment of if he/she loses his commission as a general authority law enforcement officer.
 - G. 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.

11. Work Week, Hours of Work, Shifts

11.1 *Work Week:*

A. Recognizing that flexibility is required in the scheduling of assignments for command personnel, the normal work week shall be the equivalent of forty (40) hours per week with normal assigned work schedules as follows:

- A five day work schedule Monday through Friday beginning between 7:00 a.m. and 9:00 a.m. , or
- A mutually agreed upon four day schedule not to exceed ten (10) hours per day, or
- A Night Patrol Lieutenant who shall be scheduled to work five days per week, eight and one-half hours per day,; or four days per week, ten (10) hours per day,. The normal working hours shall overlap with Graveyard shift for a period of at least two hours.

In all cases, the required work hours shall be posted in the position announcement, before the assignment is made.

B. The Police Chief and Assistant Chief retain the management right to modify normal work schedules in emergency circumstances, for job performance related reasons, for training purposes or for short term operational needs.

C. 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.

11.2 Modification of Normal Work Schedules.

The parties agree to consider modification to the normal work schedule for employees when there is a demonstrated need. Such changes shall not be precedent setting. If such modified work schedules are approved by the Police Chief or Assistant Chief and the employee, the Union agrees to allow members of the bargaining unit to work mutually agreed schedules.

11.3 Shift Exchanges

- A. Each member of the police department covered under this agreement may be allowed to exchange shifts with other members when the change is not detrimental to the best interests of the police department as determined by and subject to the approval of the Police Chief or Assistant Chief.

12. Rates of Pay

- 12.1 The hourly rate of an employee on a forty (40) hour work week will be the monthly base rate multiplied by twelve months and divided by 2080 hours. This rate multiplied by eight hours will be the daily base rate; multiplied by forty hours will be the weekly base rate; and multiplied by 173.3 hours will be the monthly base rate.
- 12.2 Rates of pay will be as set forth in Appendix A.
- 12.3 The night lieutenant shall receive a shift differential of fifty cents (\$.50) per hour for each hour worked. Shift differential premium pay shall be included in vacation pay based on specific shift assignment.
- 12.4 Overtime
 - A. As executive management level employees, Commanders and Lieutenants are accountable for personal time management. Each employee shall determine when it is appropriate to flex work hours, use accrued PDO or sick leave hours, and/or to request overtime pay or compensatory time off. Requests for overtime pay must be for work related performance of employees' duties or projects assigned by VPD.
 - B. Each employee is personally responsible for assuring that his or her personal work hours, overtime hours, compensatory time and paid leave time are accurately documented in the City's time and payroll records.
 - C. 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 times his hourly rate of pay.

- D. Employees are eligible for overtime pay for all hours worked beyond forty (40) compensable hours in the established seven (7) day work week. The established work week is seven consecutive work days beginning at 12:01 a.m. Sunday and ending at midnight on Saturday.
- E. By mutual agreement of the employer and employee, compensating time-off at the rate of time and one-half for the extra hours worked may be arranged in lieu of overtime pay. Compensating time off may accumulate not to exceed 90 hours.

12.5 *Callback Pay*

Callback pay shall be paid when the Police Chief or Assistant Chief requires that the employee work under the following circumstances.

- A. On a day already worked or to be worked: If the employee has completed his regular shift, is on the way home, or at home and is required to work other than an extension at the beginning or end of his shift.
- B. On days of rest: If not 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.

Callback pay shall be paid at the rate of double the base rate of pay for a minimum of three hours, during which time the employer may provide and require work of the employee called back.

12.6 *Court Appearances*

- A. Court appearances during off-duty hours of a scheduled day of work will be compensated at the rate of one and one-half times base rate for a minimum payment for three (3) hours.

12.7 *Step Increases*

Step increases will be made effective on the anniversary date of the employee's promotion.

13. Leave Benefits

- 13.1 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 shall be separate and as specified in section 13.5 of this article. 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
6-8		20.50	492
9-12		21.50	516
13 -15		22.50	540
16-20		25.50	612
21+		27.50	660

Any Union member who is accruing more hours per month than on this new PDO accrual schedule on January 2, 2007 will remain at the then current accrual rate until an increase would be required by this new accrual schedule.

- 13.2 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.
- 13.3 Employees must schedule and take at least ten (10) shifts of vacation (PDO's) each calendar year. Upon termination of 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.
- 13.4 Eligible employees may sell back up to 52.50 accrued and unused PDO hours during each calendar year. "Eligible employees" include those employees who are able to comply with Article 13.3 **after** selling back PDO hours.

13.5 Upon separation from employment, employees may upon his/her choosing have all or a portion of their vacation (PDO) and/or compensating time hours accrued deducted before taxes, and paid into one of the following tax deferred vehicles within the requirements of each particular vehicle:

- Deferred Compensation/457 Account
- Health Savings Account

13.6 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.

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

14. Sick Leave

14.1 *Active (Usable) Balance*

Current balances of active sick leave accumulated which were in effect December 31, 1976, shall be maintained and reduced as set forth below. Time off for illness or non-duty injury will be charged as follows:

- A. First to any unused accumulated active sick leave balance;
- B. Then to temporary disability provided by the LEOFF Act.

Time off for duty-related injury shall be charged to temporary disability. Under no circumstances will an absence be charged to both temporary disability and active sick leave.

14.2 *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 union 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 record 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 A., above, shall be deducted each month from the balance in B., above, to determine the balance to be paid off at retirement in accordance with 14.3 and 14.4 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 A., B., or C., 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 the maximum of 1024 hours.

14.3 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 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.

14.4 Any employee hired before January 1, 1981, with the years of service noted in 14.3 above, who leaves the employer in good standing for reasons other than retirement shall be entitled to one-half of the percentages stated in 14.3, above.

14.5 *Sick Leave Accrual (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 1024 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 Act 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 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 B., above, who leaves the employer in good standing for reasons other than retirement, shall be entitled to one-half of the percentages stated in B., above.

14.6 *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 employees benefits under Workers' Compensation such that the employee shall receive his full base 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 STD balance available during such period, when combined with benefits paid under Workers' Compensation, results in the employee receiving less than his full base salary during such period.
- C. Work-related disability shall be defined as:
 - (1) That which is eligible for payment of benefits under the state's Workers' Compensation program, excluding any disability which occurs during, and as a result of participation 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 Worker's Compensation.
- 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.
- F. 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.

15. Holidays

- 15.1 The following days are recognized as "legal" holidays, for which time off is to be granted as provided for in article 13, above:

New Year's Day - January 1
Martin Luther King Jr. Day - Third Monday in January
President's 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

15.2 *In Lieu of Holiday Pay*

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

Effective January 1, 2000, the parties agreed that the 2.4% in lieu of pay shall be eliminated.

16. Employee Insurance

- 16.1 Each employee shall receive a term life insurance policy in the amount of one times their annual salary, rounded to the nearest thousand dollars, double indemnity, which premium will be paid by the employer.
- 16.2 The employer will pay 100% of the medical and dental insurance premiums for employees and family dependents through June 30, 2006. Effective July 1, 2006, each employee with dependents will pay \$61.00 of the medical insurance premium per month on a pre-tax basis.

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

- 16.3 Employees and their eligible dependents will have the option of selecting medical coverage from one of four Flexible Benefits Plans, as outlined in Appendix C. LEOFF I employees may choose between Plans 1 and 2 only. Employees selecting Plan 3 or Plan 4 will receive cash back in an amount representing a percentage of the premium.

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.

- 16.4 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.

The Employer shall provide liability insurance (or self-insurance) for Union 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.

17. Medical Examinations

17.1 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.

18. Deferred Compensation

18.1 Employees may participate, at their option and cost, in the deferred compensation programs provided by either the ICMA Retirement Corporation and/or Aetna, or any other plans the City may provide.

18.2 Effective January 1, 1997, 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.

19. Tuition Assistance

19.1 Requests for tuition assistance to attend specialized individual training or academic training shall be processed in accordance with City policy.

20. Clothing Allowance

20.1 The employer shall purchase and replace such clothing, uniforms, and other equipment as designated by the Chief of Police or Assistant Chief, and shall make all necessary uniform replacement as the need arises. Employees shall be paid an annual allowance for clothing purchases of \$600.

20.2 Employees agree to maintain all clothing and equipment in good condition and not subject it to abuse beyond the regular call of duty.

20.3 The employer shall provide for each employee a standard service side arm and a standard set of handcuffs which the employee will maintain and return to the employer upon the termination of his service. The employer shall determine the standard service side arm 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.

- 20.4 The city will repair or replace eye glasses and/ or authorized personal items damaged or destroyed beyond normal wear and tear while on duty. 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.

21. Annexation

- 21.1 It is understood and agreed that in the event of an annexation to City of Vancouver requiring a transition period to City Public Safety Service, the City may subcontract police services providing such activity does not result in the layoff of bargaining unit employees or a reduction of employees or positions within the bargaining unit. This transition period shall be for a reasonable period in order to permit the orderly and safe transition of police services to the annexed area.
- 21.2 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).

22. Educational Incentives

- 22.1 In negotiation of the January 1, 2000 – December 31, 2002 agreement, the parties agreed that an educational incentive, in some form, is desirable for lieutenants and commanders and that a college degree is advantageous in performing the duties of those positions.
- 22.2 The parties further agreed that the educational incentive may be in the form of a qualification requirement for the ranks of lieutenant and commander.
- 22.3 Therefore, the parties agreed to the following:
- A. Change the qualification requirements for lieutenant and commander to include a requirement that a candidate have a bachelor's degree or

the ability to obtain such a degree within the initial probationary period following appointment to the position.

B. Eliminate the existing educational incentive program.

23. Resolution of Disputes

23.1 For purposes of this agreement, the term “grievance” means any dispute between the Employer, on the one hand, and the Union 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 Union. The parties agree to make every effort to settle grievances at the earliest step possible.

23.2 *Grievance Procedure*

Grievances shall be processed in accordance with the following procedure:

Grievances shall be presented by the employee to his 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:

- A. A description of the grievance and how the employee(s) was/were adversely affected.
- B. A statement of the section(s) of the agreement allegedly violated and the nature of the violation.
- C. The date of the incident(s) grieved.
- D. A description of the remedy sought by the employee(s).
- E. Identify the employees affected.
- F. Specification of whether the grievance procedure should begin 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 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 Union 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 Union.

Step 3: If the grievance remains unresolved after the Chief's decision is rendered in step 2, the Union shall decide whether the final step in the grievance procedure will be arbitration or civil service appeal. The Union will provide the city with a written notice electing a final step within ten (10) days after the mailing or hand delivery of the decision by the Chief as provided for in step 2.

- 23.3 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 union 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 Federal Mediation and Conciliation Service (FMCS). The request to 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.
- 23.4 The arbitrator shall consider and decide only the specific issue(s) submitted by the employer and/or the union 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 specific terms of 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.

- 23.5 A grievance that involves or affects a significant number of the employees in the bargaining unit may be introduced by the union in written form to the Chief of Police as set forth in Step 2 of the grievance procedure.
- 23.6 Failure by the grievant(s), or a representative, to advance the grievance within time limits stipulated in this article shall constitute abandonment of the grievance. The parties may mutually agree in writing to extend the time limit for a given step for a stated period of time. Failure by the employer to reply in a timely manner constitutes a denial of the grievance, unless both parties have agreed to an extension of the time line.

24. Employee Discipline/Termination

- 24.1 It is hereby recognized and agreed that the employer has the right to discipline an employee for reasonable and just cause.
- 24.2 The employer may use a written warning in lieu of disciplinary action to advise the employee of inappropriate conduct, or of violation of rules. Written warnings shall be placed in the employee's personnel file for a period not to exceed twelve (12) months. An employee may request that the warning letter be reviewed by the Chief of Police after six (6) months for possible removal at that time.
- 24.3 The employer may take disciplinary action by written reprimand, suspension, demotion, or discharge. Employees shall be given an opportunity to review and comment upon all disciplinary letters or performance evaluations that are placed in their personnel files. The employee shall be requested to sign the disciplinary letter or performance evaluation. Signature thereon shall not be construed as admission of guilt or concurrence with the disciplinary action or performance evaluation, but rather as an indication that the employee has seen and comprehends the nature of the disciplinary action or performance evaluation.
- 24.4 Copies of all letters of warning or disciplinary action shall be given to the employee at the time the action is taken or shortly thereafter, and notice of such action shall be forwarded to the union.

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

25. Non-Reduction of Wages and Working Conditions

25.1 The parties hereto agree that the wages and working conditions in effect and now being paid to and enjoyed by the members of the union shall be those ratified by both parties signatory to this agreement and shall not be reduced in view of the provisions of this agreement. Nothing in this article shall be construed to limit in any way the employer's rights under article 3 - Rights of Management.

26. Conflict of Contract and Ordinance

26.1 It is agreed that the intention of the parties to this agreement is that this agreement and all working agreements shall be consistent with the personnel ordinance and that where it is found that the provisions of such an agreement are in conflict with the personnel ordinance, that the language of the agreement would become the basis for recommending an amendment of the ordinance.

27. Separability

27.1 If any article of this agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

28. Complete Agreement

28.1 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 union for the duration of this agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter specifically discussed during negotiations or covered in this agreement unless mutually agreed otherwise.

29. Fair Labor Standards Act

29.1 In the event of changes in the application of the Fair Labor Standards Act to state and local governments or in the federal government implementing regulations which impact upon the provisions of this agreement or the application thereof, the parties agree that such provisions are immediately subject to renegotiation upon the request of either party to this agreement.

30. Termination and Renewal

30.1 This agreement is effective January 1, 2006, and shall remain in full force and effect through December 31, 2008, and shall be automatically renewed thereafter upon each anniversary of said date unless written notice to the contrary is given by either party as set forth in section 32.2 of this article.

30.2 Pursuant to the provisions of RCW, Chapter 41.56, the employer agrees to commence negotiations with the union not later than June 1 of the expiration year wherein the union notifies the employer, in writing, no later than the above date, of its intent to reopen the agreement and commence negotiations in order to modify wages, hours, and other terms and conditions of employment for the employees covered by this agreement.

Dated this _____ day of _____, 2006.

For the Employer

For the Union

Royce E. Pollard, Mayor

Mike Richards
Executive Director

Patrick McDonnell, City Manager

Doug Luse, Steward

Mitch Barker, Acting Chief
Vancouver Police Department

Elizabeth Gotelli, Human Resources Director

Approved as to form:

Ted H. Gathe, City Attorney

Attest:

R. Lloyd Tyler, City Clerk
By: Carrie Lewellen, Deputy City Clerk

APPENDIX A

OPEIU, LOCAL 11 - LAW AND JUSTICE DIVISION POLICE COMMAND

Rates of Pay

Effective January 1, 2006

Rank	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Police Commander		7,047	7,400	7,770	8,158	8,566
Police Lieutenant		6,406	6,727	7,063	7,416	7,787

Effective January 1, 2007

Police Commander		7,245	7,607	7,987	8,387	8,806
Police Lieutenant		6,586	6,915	7,261	7,624	8,005

Effective January 1, 2006, regular wages for the classifications covered by this agreement are increased by 100% of the percentage increase in the U.S. Department of Labor's Consumer Price Index (CPI-W) for Urban Wage Earners and Clerical Workers, Portland-Vancouver area, for the period July 2005 to July 2006, with a minimum of 2.5% and a maximum of 5.5%, consistent with the above table.

Effective January 1, 2007, regular wages for the classifications covered by this agreement are increased by 100% of the percentage increase in the U.S. Department of Labor's Consumer Price Index (CPI-W) for Urban Wage Earners and Clerical Workers, Portland-Vancouver area, for the period July 2006 to July 2007, with a minimum of 2.5% and a maximum of 5.5%, consistent with the above table.

Effective January 1, 2008, regular wages for the classifications covered by this agreement shall be increased by 100% of the percentage increase in the U.S. Department of Labor's Consumer Price Index (CPI-W) for Urban Wage Earners and Clerical Workers, Portland-Vancouver area, for the period July 2006 to July 2007, with a minimum of 2.5% and a maximum of 5.5%.

The base wage for top step lieutenant shall, for the term of this agreement, be not less than 22.4% above top step sergeant; and the base wage for top step commander shall, for the term of this agreement, be not less than 10% above top step lieutenant, as is reflected above.

APPENDIX B

OPEIU, LOCAL 11 - LAW AND JUSTICE DIVISION POLICE COMMAND

FLEXIBLE BENEFITS PLANS

Employees will be able to choose from the following plans.

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

Plans may be combined in a total of four (4) options (Medical/Dental): Kaiser/Kaiser, Kaiser/WDS, BCBSO/WDS, or BCBSO/Kaiser. In addition, members have an opt-out/cash-back option for eligible employees upon certification of other coverage.

In addition, all members will have the option of participating in flexible spending accounts for reimbursable medical costs, dependent care, or premium sharing 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 must make an annual election for one of these two options.