

AGREEMENT

By and Between

City of Vancouver

and

VANCOUVER COMMAND GUILD

January 1, 2020 – December 31, 2022

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VANCOUVER COMMAND GUILD AGREEMENT

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

ARTICLE 1. Guild Recognition

- 1.1 The Employer recognizes the Guild as the exclusive bargaining agent for all of its employees covered by this Agreement.
- 1.2 The Employer and the Guild agree that questions of Guild 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.

ARTICLE 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, gender identity, 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 23 of this Agreement.

ARTICLE 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 units of the Employer.

The Employer has the right to introduce any and all new improved and automated methods or equipment to improve efficiency and to reduce costs and assign employees within the bargaining unit in accordance with such improvements and cost reduction methods. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the Employer in accordance with such policies or procedures as the Employer, from time to time, may determine. This Article recognizes an employee's right to use the grievance procedure set forth in Article 23 to this Agreement.

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

3.2 *Department Rules and Regulations*

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

ARTICLE 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.

ARTICLE 5. Union Security, Dues and Other Associated Dues

- 5.1 The parties agree that the terms of this Agreement apply equally to all employees in the bargaining unit and as defined in the Preamble to this Agreement. Any bargaining unit employee may authorize the Employer to deduct from his/her pay the amount of Guild membership dues charged by the Guild for representation and services provided by the Guild. This signed authorization must be in writing and forwarded to the Human Resources Department.

Any bargaining unit employee who does not want to be a member of the Guild, but who nonetheless wants to pay for services provided by the Guild has the voluntary option to pay fair share fees in an amount equal to membership dues. Any member of the bargaining unit may authorize the Employer to deduct from his/her pay voluntarily fair share fees in an amount equal to Guild dues charged by the Guild. This signed authorization must be in writing and forwarded to the Human Resources Department.

Bargaining unit employees who do not wish to become a member of the Guild and pay Guild dues; or who not pay fair share fees to the Guild and who require services from the Guild may be charged fees for such services in an amount determined by the Guild.

- 5.2 In the event that an employee covered by this Agreement notifies the Employer that they no longer wish to have dues or have voluntary fair share fees deducted from their pay, the Employer shall notify the Guild as soon as possible via email, but no more than five (5) days of the notification.
- 5.3 The Employer agrees to notify the Guild Representative and Steward when a represented position is filled within thirty days from the date of employment.
- 5.4 The Guild, upon completion of the employee orientation, shall provide the Employer a copy of the signed dues deduction, signed voluntary fair share fee deductions forms or opt out forms for those employees who do not want to be a Guild member. The Employer will deduct such dues/voluntary fair share fees from the wages of those employees and forward them to the Guild each month.
- 5.5 The Guild agrees to defend, indemnify, save and hold the Employer harmless from, for and against any and all claims arising as a result of the application of this Article.
- 5.6 The Employer agrees to deduct from each employee's payroll the amounts for the following and submit to the Guild on a separate check from regular dues:
 - Disability Insurance
 - Legal Defense
 - FOP Dues
 - WACOPS Dues

ARTICLE 6. Union Representatives and Activities

- 6.1 The Guild shall inform the Employer in writing of the names of its officers, Guild 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 Guild.
- 6.2 Those Guild representatives indicated in 6.1, above, who wish to visit the premises of the Employer or visit an employee during his/her 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 Guild representatives indicated in 6.1, above, visiting the premises or an employee shall not engage in organizing or campaigning for the Guild, but this paragraph will not prevent the Guild from discussing in non-work areas during non-work periods matters of Guild membership, fees, or dues with employees covered by this Agreement.
- 6.4 Solicitation of Guild membership will not be conducted during working hours. The Employer agrees not to discriminate against any member of the Guild for his or her activity in behalf of or membership in the Guild, provided such activity is not carried on during working hours, except as expressly provided in this Agreement.
 - 6.4.1 The Guild Representative is allowed access to new employees at an agreed upon time by the City and the Guild, for purposes of informing the employee about the exclusive representation within the first ninety (90) days of the employees start date; and
 - 6.4.2 The Guild Representative shall have access to new employees for employee orientation for no more than thirty (30) minutes; and
 - 6.4.3 Access shall occur during the employee's regular working hours at the employee's regular worksite, unless otherwise agreed.
- 6.5 The Employer agrees to allow leave with pay for two (2) employee members of the Guild for no more than twelve (12) work-shifts per year total, for conducting business vital to the Guild, provided that no more

than one (1) employee member per shift is off at any one time. Time away from their work assignment to act in the role of Guild representative shall be coded on their time sheet as "Union Leave."

- 6.6 Employees on the Guild bargaining committee (not Guild leave) who are already scheduled to work during times scheduled for negotiating a new Collective Bargaining 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.

ARTICLE 7. Strikes, Work Stoppages or Work Slowdowns

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

ARTICLE 8. Identification of Jobs

- 8.1 "Job" shall be defined as the employee's job title (classification), position number, and pay 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 Guild concerning appropriate compensation for the new job, if agreed to be within the bargaining unit.

ARTICLE 9. Job Vacancies/Probationary Period

- 9.1 All vacancies will be filled in accordance with the established rules and regulations of the Vancouver Civil Service Commission as of December 20, 2006; and all applicable State and Federal laws.
- 9.2 Employees promoted to the position of Lieutenant or Commander shall serve a twelve (12) month probationary period during which time the Employer may decide to return the employee to his or her former classification. Demotion during the promotional probationary period is not subject to grievance under this Agreement.
- 9.3 Employees hired (not promoted) into the position of Commander shall serve a twelve (12) month probationary period during which time the Employer may terminate the employee. Termination or discipline of a probationary employee is not subject to grievance under this Agreement.

ARTICLE 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 December 20, 2006, with the following exceptions:
 - A. In the event of layoff, employees will be laid off in the order of their seniority. Seniority shall be defined as time in rank.
 - 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 rank 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 twenty-four (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 and polygraph. The investigation and polygraph will be limited to the period of time between the date of layoff and date of proposed reinstatement.
 - i. Should the polygraph come back inconclusive, the employee will be given an option for a 2nd polygraph with a different polygraph examiner at the City's expense.
 - ii. Should the 2nd polygraph also be inconclusive, the laid off employee's eligibility for reinstatement will end.
 - 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/her commission as a general authority law enforcement officer.
- G. Appointments from the reinstatement list shall be made in the order of length of service in that specific rank. The employee on the reinstatement list who has the most time in rank shall be reinstated first.
 - 1. For employees on the reinstatement list for the position of Lieutenant, "length of service" and "time in rank" shall be defined as time employed as a Lieutenant for the Vancouver Police Department.
 - 2. For employees on the reinstatement list for the position of Commander, "length of service" and "time in rank" shall be defined as time employed as a Commander for the Vancouver Police Department.

ARTICLE 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 (5) day work schedule Monday through Friday beginning between 7:00 a.m. and 9:00 a.m. , or
- A mutually agreed upon four (4) day schedule not to exceed ten (10) hours per day, or
- A Night Patrol Lieutenant who shall be scheduled to work five (5) days per week, eight (8) hours per day plus a thirty (30) minute unpaid lunch; or four (4) days per week, ten (10) hours per day plus a thirty (30) minute unpaid lunch. The normal working hours shall overlap with Graveyard shift for a period of at least two (2) 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 ninety (90) days when consistent with operational needs of the department. Assignments of longer than ninety (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 Guild 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.

ARTICLE 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 two thousand eighty (2080) hours. This rate multiplied by eight (8) hours will be the daily base rate; multiplied by forty (40) hours will be the weekly base rate; and multiplied by one hundred seventy-three and three tenths (173.3) hours will be the monthly base rate.

- 12.2 Rates of pay will be as set forth in Appendix "A" to this Agreement.

Effective May 21, 2020

Salary schedules covered for classifications will be adjusted by four percent (4%).

Effective January 1, 2021

Salary schedules covered for classifications will be adjusted by four percent (4%).

Effective January 1, 2022

Salary schedules covered for classifications will be adjusted by four percent (4%).

Ratification Bonus

All employees in the Vancouver Command Guild employed with the City of Vancouver as of May 21, 2020, the date the tentative agreement was reached, shall receive on the first full pay period following Council ratification a one-time gross payment of \$1000 per member.

- A. **Lieutenant.** The base wage for top step Lieutenant shall be not less than 22.4% above top step Sergeant.
 - a. The 22.4% comes from the following history:
 - i. 15% differential (prior to elimination of educational incentive and in lieu of holiday pay)
 - ii. 5% educational incentive
 - iii. 2.4% in lieu of holiday pay
 - 1. $15 + 5 + 2.4 = 22.4\%$
- B. **Commander.** The base wage for top step Commander shall not be less than 10% above top step Lieutenant.

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. Compensatory Time. By mutual agreement of the employer and employee, employees may accrue compensatory time off in lieu of overtime compensation. Compensatory time off shall be accumulated at the same rate as overtime compensation would have otherwise been paid. Employees may not accumulate compensatory time off in excess of ninety (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 adjusted salary review date of the employee's promotion. For example, if an employee is hired between the first (1st) and the fifteenth (15th) of the month, the pay adjustment would be on the first (1st) day of the current month. If an employee is hired between the sixteenth (16th) and the end of the month, the adjustment would be on the first (1st) day of the following month.

ARTICLE 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 13.7 of this Article. Paid Days Off (PDO) 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 Guild 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 begin using accrued PDO hours as soon as they become available in their bank. PDO hours accrued in a pay period cannot be

used in the same pay period in which they are earned, i.e. PDO hours accrued in the 1st through the 15th pay period cannot be used until the 16th through the end of the month pay period and so forth.

- 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 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 sixty (60) accrued and unused PDO hours during each calendar year. "Eligible employees" include those employees who are able to comply with Section 13.3 of this Article **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 (1) of the following tax deferred vehicles within the requirements of each particular vehicle:
- Deferred Compensation/457 Account
 - Health Savings Account (HSA)
- 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 (5) 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 (5) working days bereavement leave shall be allowed when there is a death in an employee's immediate family.

Immediate family is defined as spouse, domestic partner, child, mother, father, brother, sister, or step family, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-

law, grandparent, grandchild and grandparent, grandchild of the spouse or member of the employee's immediate household. (It is understood that Bereavement Leave extends to similar members of a domestic partner's family as detailed above, so long as the employee has an active "Declaration of Domestic Partnership" on file with Human Resources prior to the death).

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

The City reserves the right to require documentation of the death and/or any other time taken related to a death.

If any employee is on an approved leave of absence at the time of a death, they will be eligible for bereavement benefits if they are receiving at least fifty percent(50%) of their normal semi-monthly base pay from the City. Otherwise, the employee is not eligible for bereavement leave benefits.

Any observed holiday occurring during bereavement leave shall be paid as a holiday consistent with Articles 13 and 15 of this Collective Bargaining Agreement.

ARTICLE 14. Sick Leave

14.1 Sick Leave Accrual (Short-term Disability)

- A. Employees shall accrue ten (10) hours per month in a short-term disability leave account to a maximum accumulation of one thousand twenty-four (1024) hours. Use of this leave is available, as soon as the hours are earned in said bank. Sick leave hours accrued in a pay period cannot be used in the same period in which they are earned, i.e., sick hours accrued in the 1st through the 15th pay period cannot be used until the 16th through the end of the month pay period and so forth 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.

14.2 *LEOFF II Time Loss Guarantee*

A. Duty Related Injury Leave

1. In lieu of the statutory supplement described in RCW 41.04.500 et seq., the City will supplement the time loss payments received by employees who have suffered on-the-job injuries as follows:
 - a. The City will provide its supplement by paying the employee's base salary during a period of time loss. The City's supplement will begin on the first date an employee is entitled to time loss benefits under RCW, Title 51 and shall continue as long as the employee is receiving benefits under RCW, Title 51, up to a maximum of six (6) months from the first date of time loss.
 - b. Employees receiving City's time loss supplement must, within ten (10) business days of receipt, sign over to the City all time loss payment checks provided by the City's insurance administrator and/or the State.
2. After this first six (6) month period, the supplement, up to their normal monthly salary, will be paid from the employee's available leave accruals.
3. Employee benefits including health and STD and PDO accruals will continue for the duration of the employee's employment.

B. 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.
- C. Employees disabled may be required to perform light duty work as assigned by the employer as provided under Worker's Compensation.
- D. 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.
- E. 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.

ARTICLE 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 of this Agreement:

New Year's Day - January 1st
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 4th
Labor Day - First Monday in September
Thanksgiving Day - Fourth Thursday in November
The day immediately following Thanksgiving Day
Christmas Day - December 25th

15.2 *In Lieu of Holiday Pay - History*

When the paid days off (PDO) concept was introduced, it eliminated the obligation of the Employer to pay overtime for holidays worked. Two and four-tenths percent (2.4%) of the base rate was added to all classifications as compensation for an "in lieu of pay for holiday time."

- A. Effective January 1, 2000, the parties agreed to eliminate the two and four-tenths percent (2.4%) in lieu of pay and added it to the differential component, as outlined in Article 12.2(A)(a)(iii) to this Agreement.

ARTICLE 16. Employee Insurance

- 16.1 **Life Insurance.** Each employee shall receive a term life insurance policy in the amount of one times (1X's) their annual salary, rounded to the nearest thousand dollars (\$1000.00), double indemnity, which premium will be paid by the Employer.

- 16.2 **Health Insurance.**

- A. Employees and their eligible dependents will have the option of selecting any combination of medical and dental coverage from the following:
 - a. **Medical**
 - i. HMO Plan
 - ii. HMO Plan – CDHP (Consumer Driven Health Plan)
 - iii. PPO Plan
 - iv. PPO Plan – CDHP (Consumer Drive Health Plan)
 - b. **Dental**
 - i. PPO Plan
 - ii. HMO Plan
- B. **Consumer Driven Health Plans (CDHP).**
 - a. CDHP's will include a Health Savings Account (HSA).
 - i. The City will make a contribution to the Employee's HSA in the following amounts:
 - 1. Employee-only coverage – Fifteen hundred dollars (\$1,500)
 - 2. Employee plus one (1) or more dependents – Three thousand dollars (\$3,000)
 - b. Employees may also contribute pre-tax dollars to their HSA up to the limits allowed by law.

In addition, members have an opt-out/cash-back option for eligible employees upon certification of other group coverage.

C. **Premiums.** Each employee with dependents will pay ten percent (10%) of the actual medical insurance premium cost for the employee's dependents per month on a pre-tax basis.

D. **Flexible Spending Account (FSA).**

- a. For employees enrolled in a non-CDHP plan: Employees will have the option of participating in an FSA for reimbursable medical costs, dependent care costs, or premium sharing costs.
- b. For employees enrolled in a CDHP plan: Employees will have the option of participating in an FSA for dependent care costs.
- c. For this contract period, the Employer will pay thirty-five dollars (\$35.00) each month into an eligible member's flexible spending account, or deferred compensation account. Employees enrolled in the CDHP plans may direct the thirty-five dollars (\$35.00) to a flexible spending dependent care account or a deferred compensation account.

16.3 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.

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

ARTICLE 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.

ARTICLE 18. Deferred Compensation

- 18.1 Employees may participate, at their option and cost, in the deferred compensation programs provided by either ICMA Retirement Corporation and/or Voya, or any other plans the City may provide.
- 18.2 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 Internal Revenue Service (IRS) limitations.

ARTICLE 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.

ARTICLE 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 six hundred dollars (\$600.00).

- A. For employees newly hired (not promoted) mid-year, they will receive a pro-rated amount based upon their month of hire.
 - a. e.g. newly hired in July = six (6) months of service equates to a three hundred dollar (\$300.00) payment ($\$600.00/12 = \50.00 per month -- $\$50.00 \times 6 \text{ months} = \300.00)
 - B. For employees promoted into the Guild mid-year, they will receive any difference in allowance between the Union and the Guild.
 - a. e.g. If the Guild has a five hundred fifty dollars (\$550.00) allowance, the promoted employee will receive fifty dollars (\$50.00) – ($\$600.00 - \$550.00 = \50.00)
- 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.

ARTICLE 21. Annexation

- 21.1 It is understood and agreed that in the event of an annexation to City of Vancouver requiring a transition period, 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).

ARTICLE 22. Educational Incentives - History

In the 2000-2002 Agreement, the parties agreed that previously an educational incentive was in the form of a qualification requirement for the ranks of Lieutenant and Commander, but with the new requirement that a Bachelor's degree was required to be a Lieutenant or Commander, the parties eliminated the existing educational incentive program and added the five percent (5%) to the differential component as outlined in Article 12.2(A)(a)(ii) to this Agreement.

ARTICLE 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 Guild or an employee on the other, concerning the interpretation, application or alleged violation of any term of this Agreement. For purposes of this Article, the term "employee" shall include both members of the bargaining unit and the Guild. The parties agree to make every effort to settle grievances at the earliest step possible.
- 23.2 *Grievance Procedure*

Grievances shall be processed in accordance with the following procedure:

Grievances shall be presented in writing by the employee to his/her first level supervisor outside of the bargaining unit within twenty-one (21) calendar 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 the step at which the grievance procedure should begin
 - (a) For a grievance that involves discipline imposed by the Chief, the grievance shall be initiated at Step 2.
 - (b) For any other grievance, the grievance shall be initiated at Step 1

The written grievance shall be signed by the employee.

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

twenty-one (21) calendar 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/her Guild Representative. The Chief shall make a decision on the grievance, in writing, within twenty-one (21) calendar days of receipt of the grievance.

Copies of the Chief's decision shall be mailed, emailed or delivered to the employee and to the Guild.

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

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

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

- 23.3 Unless otherwise agreed by the parties, challenges to the procedural arbitrability of a grievance will be resolved in a proceeding separate from and prior to arbitration on the merits of the grievance. Within fourteen (14) calendar days following receipt of an Arbitrator's decision ruling that a challenged grievance is subject to arbitration, the parties will begin the

process described below to select an arbitrator to rule on the merits of the grievance.

- 23.4 If the grievance is submitted to arbitration, the parties shall attempt to mutually agree on a disinterested third party to serve as Arbitrator. In the event the Employer and the Guild are unable to agree on an Arbitrator; the Arbitrator shall be selected by the process of elimination from a panel of seven (7) arbitrators furnished by the Public Employment Relations Commission (PERC) or the Federal Mediation and Conciliation Service (FMCS). The request to PERC or FMCS shall state the general nature of the issues raised by the grievance and ask that the nominees be qualified. The parties shall promptly strike from the list received. The first strike shall be determined by the toss of a coin. The decision whether to use PERC or FCMS will be by mutual agreement or determined by a toss of the coin.
- 23.5 The Arbitrator shall consider and decide only the specific issue(s) submitted by the Employer and/or the Guild at the hearing, and shall have no authority to make a decision on any other issue not so submitted. The Arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the 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.
- 23.6 A grievance that involves or affects a significant number of the employees in the bargaining unit may be introduced by the Guild in written form to the Chief of Police as set forth in Step 2 of the grievance procedure.
- 23.7 Failure by the grievant(s), or a Guild 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.

ARTICLE 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 Guild.
- 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 unpaid time off. Substitution of PDO for unpaid time in no way reduces the level of discipline from a suspension.

ARTICLE 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 Guild 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 of this Agreement.

ARTICLE 26. Conflict of Contract and Personnel Policies

- 26.1 It is agreed that the intent of the parties is that this Agreement and all working agreements shall be consistent with the personnel policies. Where it is found that the provisions of such an agreement are in conflict with the personnel policies, the provisions of this Agreement shall apply.

ARTICLE 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.

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

ARTICLE 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.

ARTICLE 30. Termination and Renewal

- 30.1 This agreement is effective January 1, 2020, and shall remain in full force and effect through December 31, 2022.
- 30.2 Pursuant to the provisions of RCW, Chapter 41.56, the employer and the Guild agree to commence negotiations not later than May 1 of the expiration year.

ARTICLE 31. Contract Amendments

- 31.1 The parties agree that this Agreement may be amended in writing as agreed to by both parties without action of their respective legislative bodies, unless otherwise specified herein, including, but not limited to, amendment by Memorandum of Understanding or Memorandum of Agreement.

APPENDIX A

VANCOUVER COMMAND

GUILD

Rates of Pay

Effective May 21, 2020

RANK	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
LIEUTENANT		\$9,463	\$9,936	\$10,433	\$10,954	\$11,502
COMMANDER		\$10,410	\$10,930	\$11,477	\$12,051	\$12,653

Effective January 1, 2021

RANK	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
LIEUTENANT		\$9,841	\$10,333	\$10,850	\$11,392	\$11,962
COMMANDER		\$10,826	\$11,367	\$11,936	\$12,533	\$13,159

Effective January 1, 2022

RANK	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
LIEUTENANT		\$10,235	\$10,747	\$11,284	\$11,848	\$12,440
COMMANDER		\$11,259	\$11,822	\$12,413	\$13,034	\$13,686

DATED this _____ day of _____, 2020.

For the Employer:

For the Guild:

Eric Holmes, City Manager

Amy
Foster, President

Lisa Takach, HR Director

Approved as to form:

Jonathan Young, City Attorney

Attest:

Natasha Ramras, City Clerk