

# **Labor Agreement**

**by and between**

**City of Longview, Washington**

**and**

**Longview Police Support Guild (LPSG)**

**January 1, 2019 - December 31, 2021**

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## **PREAMBLE**

This Agreement is entered into by and between the City of Longview, Washington, a political subdivision of the State of Washington, hereinafter referred to as the “Employer” and Longview Police Support Guild, hereinafter referred to as the “Guild”. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Guild, to provide for equitable and peaceful adjustments of differences, which may arise and to establish rates of pay, hours of work and other conditions of employment. The parties recognize that the interests of the community and job security for employees depend upon the Employer’s success in establishing proper services to the community.

## **ARTICLE 1 - NON-DISCRIMINATION**

The Employer and the Guild agree that they will not discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual’s race, sex, creed, age, national origin, religious belief, marital status, mental or physical disability, or service in the Uniformed Services of the United States.

## **ARTICLE 2 – RECOGNITION**

- 2.1 The Employer recognizes the Guild as the exclusive bargaining representative for all full-time and regular part-time support staff in the City of Longview Police Department excluding supervisors, confidential employees, dispatchers, commissioned officers and all other employees.
- 2.2 Unless expressly noted in the contract, Articles addressing benefits and paid leave do not pertain to part-time employees until they have completed 18 months of continuous service.
- 2.3 **Use of Temporary Employees:**  
The Employer may utilize temporary employees on a seasonal, cyclic, or short-term basis, or to assist during an unusually high workload. A temporary employee will not work more than 1,000 hours in a calendar year except upon mutual agreement between the City and the Guild. The City will provide the Guild, upon request, with a summary of temporary employment activity within the Department to include the number of temporary employees utilized, their assigned work areas, and cumulative hours worked.  
  
Temporary employees are exempt from the provisions of this contract.
- 2.4 **Use of Alternative Workers and Non-Bargaining Unit Personnel:**  
The City may, in its discretion, make use of various alternative workers i.e. volunteers, offenders, youth programs, senior citizens etc., provided such activity

does not result in the layoff of bargaining unit employees or a reduction in the number of bargaining unit positions. Interns and those involved with a work-study program, defined as an individual enrolled in an accredited college, university or vocational school as evidenced each semester/quarter of enrollment, are exempt from the provisions of this agreement.

Students employed during non-school times such as summer are governed by section 2.3 of this article. Further, interns shall be treated as external candidates when applying for City employment opportunities.

**2.5 Use of Project Employees:**

The City may employ individuals for long-term but limited duration projects; defined as an assignment that requires more than 1,000 hours of work, spanning up to eighteen consecutive months on a full time basis (avg. of more than 32 hours per week). Project employees shall be eligible for benefits as defined in this agreement except as otherwise mutually agreed by the parties or as provided via grant funding. The term of employment and applicable benefits shall be defined at the time of hire. Such positions shall be represented and will have rights equivalent to that of a probationary employee; they shall not be entitled to bump or displace bargaining unit employees when their project concludes, nor shall they be entitled to seniority rights. Project employees will be hired in accordance with applicable Civil Service Rules.

**2.6 Limited Duration Employee:**

Limited duration appointments may be made for special studies or projects of uncertain or limited duration, which are subject to the continuation of a grant, contract, award or special funding. Such appointments shall be for a stated period not exceeding two years but may expire earlier.

Limited duration means an employee who is regularly scheduled on a full time or part time basis, who receives benefits and Guild representation per this agreement but is excluded from layoff rights since his/her appointment from the outset is determined to be time, task and work unit limited. New employees appointed under this section will only accrue seniority as follows:

Prior to permanent appointment, all continuous, contiguous service, performing duties consistent with work done by members of a bargaining unit, in temporary status, limited duration or work out of class shall count.

A regular employee appointed to a limited duration appointment shall be reinstated to a position in his/her former classification for purposes of layoff or when the limited duration appointment ends. Regular status employees will continue to accrue seniority as if in their regular assignment. Limited duration appointments shall be made only with the agreement between the Guild and Human Resources.

### **ARTICLE 3 - GUILD MEMBERSHIP**

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- 3.1 Guild Activities. Employees shall have the right to form, join and participate in the activities of employee organizations for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join or participate in the activities of an employee organization. No employees shall be with, intimidated, restrained, coerced or discriminated against by the City or by any employee organization because of his or her exercise of these rights.
- 3.2 Guild deductions: The Guild will notify the employer in writing of its fees, dues and assessments. Upon the written consent of an employee within the bargaining unit, which shall be evidenced by the furnishing of individual authorization cards for payroll deduction signed by each employee, the City shall deduct the amount indicated on the authorization card and shall continue to make the regular deduction until such time as the employee rescinds the request in writing. The City shall deliver this sum monthly to the Guild by the 10th of the following month. If an employee has no compensation earned for the month, or insufficient compensation to cover the dues, no deduction shall be made from the employee's pay for that month.
- 3.3 New Hires. The City agrees to provide the Guild with written notification within thirty (30) days of new hires and separations from the bargaining unit in a manner mutually acceptable to the parties. A meeting with the Guild representative shall be included as part of new employee orientation
- 3.4 The Guild agrees to refrain from making changes in the schedule of dues or fees other than in the month of January. In the event the Guild acts to increase the amount of the payroll deduction for Guild dues, initiation fees or special assessments, the Guild shall notify the City in writing of the amount and desired effective date. The City shall, in turn, request a signature acknowledgment of the notice of the increase from each employee whose position is covered. The Employer is authorized to charge the Guild a fee of \$100.00 in the event the Guild changes fees or assessments more than one time per calendar year. The Guild shall remit the appropriate amount to the Employer by the 15th day of the effective date of the change.
- 3.5 The Guild agrees to defend, indemnify, and hold the Employer harmless against any and all claims, demands, suits, or other form of liability that may arise out of or by reason of any action taken or not taken by the Employer under the provisions of this section.

## **ARTICLE 4 - GUILD REPRESENTATIVES AND ACTIVITIES**

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- 4.1 The Guild shall inform the employer in writing of the names of its officers and stewards who are authorized to represent the Guild. Such information shall be kept up-to-date.
- 4.2 **Access to Workplace:**  
After informing and receiving permission from the Department Head, Guild representatives may, during non-work time, visit the work location of employees covered by this Agreement. Access shall be allowed provided it does not disrupt the regular work activities of employees or the department.
- 4.3 **Bulletin Boards:**  
The Employer shall provide the Guild with a bulletin board at a reasonable location for its use in communicating to members.
- 4.4 **Release Time:**  
Employee officers of the Guild or stewards shall be allowed reasonable release time without loss of pay for the purposes of meetings with the employer for collective bargaining, or disciplinary hearings, and grievance proceedings up to the level of arbitration where such official acted as the employee representative or was otherwise directly involved in the situation, or other legitimate activities as are mutually agreed. Nothing in this Agreement shall be construed to require employees to receive compensation from the employer for representation activities occurring outside of the employee's regularly scheduled work hours or for such time to be counted as time worked for overtime calculation. Guild officers, employees or business representatives shall not use work hours for solicitation of Guild membership, collection or checking of dues, Guild meetings or other activities relating to the internal business of the Guild.
- 4.5 **Labor/Management Communications:**  
The parties agree to conduct periodic labor management meetings to discuss issues of mutual concern. Labor Management meetings shall not be in lieu of the Grievance Procedure described in this Agreement. Two Guild members shall be allowed to attend such meetings. Such Employees will be allowed to attend without loss of pay as provided in the aforementioned "release time" section.
- 4.6 **Use of Facilities:**  
The Guild shall have the right to hold Guild meetings during non-work hours on the premises of the City's facilities at no cost to the Guild. This provision only applies as long as the City does not have a departmental use for the space. In the event that there is a competing City interest to use the space (e.g. SWAT meeting), the Guild will have the ability to re-schedule use of the space at a different time.
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## **ARTICLE 5 - STRIKES AND LOCKOUTS**

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Guild agents, officers, representatives, and bargaining unit members shall not engage in, acquiesce in, observe or encourage any strike, slowdown, primary picketing, sick-out, sit-down, or other disruption or stoppage of work at any City facility or at any location where City services are performed. If any such activity takes place, the Guild will immediately notify all Guild agents, officers, representatives, and bargaining unit members engaging in such activity to cease and desist, and the Guild shall publicly declare by letter to the City Manager that such activity is in violation of this Agreement and is unauthorized. In the event the Guild fails to fully and faithfully discharge its duties under this Article, the Employer shall be entitled to recover its losses incurred as a result of activity in violation of this Article. Any employee engaging in any activity in violation of this Article may be subject to immediate disciplinary action or discharge and the only matter related to such action, which may be subject to appeal is the question of whether or not the employee engaged in such activity. In kind, there will be no lockout of bargaining unit members by the City.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

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6.1 Subject to the specific provisions of this Agreement, Management retains all rights granted by federal, state or municipal statute to operate and manage the function of the City, to control, direct and schedule its operations and workforce and to make any and all decisions affecting such operation whether or not specifically mentioned herein and whether or not heretofore exercised. The parties recognize the rights of the Employer which include, but are not limited to:

- Select and hire all Employees, and to supervise their work as well as the management of the City's operations;
- Determine the number, locations and types of City operations and services, including the right to move, reduce or discontinue any City operations or services;
- Determine the method, manner and means and standards through which Employees perform their jobs;
- Determine the need for a reduction or an increase in the work force and the implementation of any decision with regards to thereto;
- Introduce new or different technology or automation into the workplace;
- Determine the number of Employees in the bargaining unit and the specific duties and job descriptions of such Employees;
- Establish, modify or change schedules and working hours;
- Organize and reorganize its operations in any manner it chooses;
- Determine the qualifications of Employees, promote, demote, transfer, layoff or recall Employees;
- Allocate and assign work to Employees;
- Determine the need for educational courses, training programs, or on-the-job training, and assign employees to such duties for periods to be determined by the Employer;

- Make and enforce workplace rules and policies, and change any policy, procedure or practices;
- Discipline or discharge Employees and maintain an efficient and orderly work environment; and
- Determine the scope and level of services provided by the City;
- Determine whether City activities or services are appropriately contracted or subcontracted to outside entities or to other City non-bargaining unit employees provided that the Guild is given at least 30 days advance notice of the City's preliminary intent on such matters. If the Guild gives notice within the 30 day period of a desire to bargain, the City agrees to bargain. If no agreement is reached by 60 days from the original notice, the parties may agree to mediate. If mediation is unsuccessful within 90 days of the original notice, the City may proceed with its contract.

## **ARTICLE 7 - COMPENSATION/WAGES**

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### **7.1 Wages:**

7.1.1 Effective January 1, 2019, all salaries shall be increased by two percent (3.0%).

7.1.2 Effective January 1, 2020, all salaries shall be increased by a percentage equal to two and one half percent (2.5%).

7.1.3 Effective January 1, 2021, all salaries shall be increased by a percentage equal to two percent (2.0%).

### **7.3 Work Out of Classification:**

An employee shall be eligible for work out of classification (WOOC) premium of 5% for each hour worked at a higher level when qualified and assigned to perform a significant portion of a majority of the essential job duties as outlined in the job description of a position in a higher classification, subject to the following conditions:

- The individual is formally assigned to perform the work in writing by the employee's supervisor.
- The assignment receives advance approval of the Police Chief.
- WOOC assignments may only be made to a vacant position (or one that is temporarily vacant by virtue of the absence of the incumbent due to leave or training) or for special assignment as directed and approved by the Chief or his/her designee.

### **7.4 Community Service Officer (CSO) Trainee Pay:**

Newly appointed Community Service Officers shall receive five percent below the step "A" of the base salary for this position until they have completed their initial training period and have demonstrated an acceptable level of performance as determined by their training officer and immediate supervisor.

**7.5 Community Service Officer Premium Pay:**

Employees assigned to be a CSO training officer shall receive an additional five percent (5%) of base salary, for all hours spent performing CSO training duties.

**7.6 Addendum B: Lead Worker Assignment and Pay**

7.6.1 Duties Defined:

A Lead Worker assignment involves coordination, direction and administrative duties which are deemed not to warrant a separate classification. These duties include, but are not limited to: laying out the work for other employees, balancing the work, directing the work, reviewing the work and employee conduct for adherence to standards and rules, and making such reports as may be required to supervisory employees. Lead Workers typically spend a substantial portion of their time in performing the duties of the base classification. Normally, the employees directed by a Lead Worker are in the same classification, but additional classifications are sometimes involved. An employee assigned to be a Lead Worker will not impose or effectively recommend formal discipline, i.e. a letter of reprimand or above. Lead Workers shall not issue oral reprimands. Lead Workers shall not be present when discipline is issued. Lead Workers shall not prepare or issue performance evaluations.

7.6.2 Assignment, Selection, Modification, and Termination

Assignment and selection of Lead Workers shall be in accordance with Article 15.3. Lead work assignments for over sixty continuous days will be posted in the affected work unit for no less than five work days. Employees in the work unit interested in the lead worker assignment shall submit a letter of interest to the Administrative Manager and will be considered for the assignment.

An employee assigned as a Lead Worker for one calendar year or more shall be given ten (10) days' notice prior to the termination of such an assignment. A copy of the termination notice will be simultaneously given to the Guild. Significant modifications of Lead Worker duties deemed by the City to warrant a modification in the amount of compensation shall also be with ten (10) days' notice, with notice to the Guild of such change. A yearly application process will be completed each December for the Lead Worker assignment commencing January 1 of the following year.

7.6.3 Pay

When in the judgment of the City:

- A new Lead Worker assignment is necessary; or
- A substantial modification of an existing Lead Worker assignment warrants a change in compensation, the City shall establish a lead pay rate for the new or substantially modified assignment. The current pay rate for such assignments is deemed as five percent (5%) and shall be calculated by adding a premium of five percent (5%) to the employee's regular rate of pay.

- 7.6.4 In the event of an unscheduled absence or a scheduled absence of more than three hours of the Lead Worker, the employee performing the work of the Lead Worker shall be compensated at the Lead Worker premium identified in Art. 7. 6.3 for all hours performed.
- 7.7 Employees temporarily assigned to work the Police Services Technical/Evidence position duties shall receive an additional ten percent (10%) of their regular rate of pay for all hours the employee is directed by the Chief or his/her designee to work in that position. (Replaces MOU Signed Feb 4, 2015.)

## **ARTICLE 8 - MEDICAL AND INSURANCE BENEFITS**

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- 8.1 The City agrees to provide long term disability insurance with a 90-day waiting period and \$50,000 life insurance to all full-time employees at no cost. The City also provides Employee Assistance Program coverage at no cost. Employees will also have the option to purchase additional life insurance and to provide coverage for their eligible dependents. Employees and their eligible dependents shall be offered the opportunity to enroll in medical/vision, and dental, insurance coverage. The employer also agrees to notify the Guild of any new insurance or other benefits that become available to the City during the life of this Agreement.
- 8.2 The City, after consultation with the Benefits Committee and the Guild, has complete authority to choose and change the providers of the insurance benefits. The Guild reserves the right to bargain over the impacts of any substantial changes to plan design or benefits levels.
- 8.3 During the term of this Agreement, the City:
- 8.3.1 Effective January 1, 2019 and for the term of this agreement, for all eligible regular employees and eligible dependents, the Employer will pay ninety-five percent (95%) of the premium costs of either the AWC/Regence HSA Qualified High Deductible Health Plan or the Kaiser Permanente Washington HSA Qualified High Deductible Health Plan per Addendum B. Guild employees obtaining Healthcare coverage from the Employer shall select from one of these two plans; no other Healthcare plans will be offered.
- 8.3.2 Effective Jan. 1, 2019, and for the term of this agreement, the City will fund a Health Reimbursement Arrangement (HRA) at the rate of either \$125.00/month for single employees or \$250.00/month for employees with one or more dependents. This HRA fund will be drawn down by any deductible medical expense payments during the calendar year. Any HRA funds remaining in the account of the employee at the end of the calendar year, minus any claimed deductible expenses for that calendar year paid prior to April 1 of the following year, will be transferred to the employee's

personal VEBA account on or before April 10 of the following year. HDHP deductible expenses incurred by the employee and/or their dependents that exceed the employee's HRA balance shall be paid by the Employer.

8.3.4 After the annual HDHP deductible is satisfied, the Employer will pay the employee's and/or their dependents co-insurance amounts of the allowed and covered medical expenses per the SPD, not to exceed the HDHP out-of-pocket maximum.

8.3.5 Covered medical expenses per the SPD that exceed the HDHP out-of-pocket maximum, will be paid at one hundred percent (100%) by the HDHP.

8.3.6 Claims, billings, refunds, account balances, and HRA transfers to VEBA accounts will be managed by a Third Party Administrator (TPA) selected by the City.

8.3.7 Upon an employee's separation of employment, the employee's remaining HRA balance, minus any claimed deductible expenses for the calendar year of separation paid within ninety (90) days of separation, will be transferred to the employee's VEBA account within one hundred (100) days of separation. Claimed deductible expenses submitted more than ninety (90) days after separation of employment will not be paid.

- 8.4 Employees covered by this agreement will be given the option to choose Willamette Dental or Delta Dental Plan F (formerly Washington Dental Service) or Kaiser Dental for dental coverage.

The City will pay eighty percent (80%) of the applicable tiered premium for Dental Insurance (Delta Dental Plan F or Willamette Dental or Kaiser Dental) in each year of the term of this Agreement.

The City will hold an open enrollment period annually to allow employees to make their dental election.

- 8.5 The City will pay one hundred percent (100%) of the premium for Vision Insurance (VSP or Kaiser Vision Rider) to be included under the health plans.

- 8.6 Employees that choose to be insured under a medical plan as a dependent (i.e. insured via a spouse's medical insurance plan), upon providing proof of said insurance coverage he/she can elect to receive a \$825/month City paid contribution into a Voluntary Employee Benefit Association (VEBA) account in lieu of enrolling in the City's medical insurance coverage program. Provided that at no time the number of guild employees electing VEBA will exceed their percentage representation within the total employee census. This clause is to ensure that the City's standing in the AWC Trust is not harmed. Underwriting rules prohibit more than twenty-five percent (25%) of the City's employees from opting out of medical coverage. Example: in 2014 Guild employees represent four percent (4%) of the total City FTE. Twenty-five percent (25%) of this number equals three (3) Guild employees may elect to

participate in VEBA. The City will recalculate this number each year based on the employee census on September 30. The Guild president will be notified annually of the maximum number of employees who may enroll in VEBA. If the number of employees reaches the maximum, no new Guild employees will be allowed to elect VEBA until the number of participating Guild employees is below the maximum prorated amount.

- 8.7 In the unlikely event that Guild employees exceed their allowed prorated representation in VEBA, the last employee(s) joining may be required to drop their VEBA election and join one of the City sponsored medical plans.

- 8.8 **Benefits Committee:**  
The parties agree to participate in a citywide employee/labor/management benefits committee. One member from each labor group will sit on this committee along with five (5) non-represented employees (to include management).

The purposes of the committee shall include:

- To seek ways to control health care expenses.
- To provide means for increased employee education about insurance benefits and a means for employee input into insurance benefits carriers and plan design.
- The committee's purpose is educational and exploratory only and the committee cannot bind the city or the respective unions to any decisions or course of action.

- 8.9 **Continuation of Benefits:**  
Pursuant to federal law (COBRA), City employees and/or dependents that lose group health care coverage are eligible to continue participation in the group health plan for the time periods as defined in the law. The affected employee and/or dependent is responsible for the cost of the coverage plus an administrative fee.

The City will provide medical benefits to eligible part-time employees on a prorated basis according to the number of hours the employee is scheduled to work.

- 8.10 The City shall reimburse any Guild member for a fitness membership subject to the following provisions:
- o The maximum monthly reimbursement shall not exceed twenty dollars (\$20) per month;
  - o Each participating member must attend the fitness program a minimum of eight (8) times in the preceding month to be eligible for reimbursement.

Reimbursement will be disbursed as an allowance once a receipt for services and verification of attendance is submitted for approval to the supervisor and entered on the time sheet.

## **8.11 Safety Release**

An employee who is required by the City to work more than fifteen (15) hours in any twenty-four (24)-hour work period and who is scheduled to work a shift in the next twenty-four (24)-hour work period shall be provided at least nine (9) hours off before being required to return to active duty status.

### **8.11.1**

For the purposes of this section, "required by the City" means:

#### **8.11.1.a**

An employee is under subpoena;

#### **8.11.1.b**

An employee is involved in an investigation in which the employee is unable to leave work before concluding their investigative duties;

#### **8.11.1.c**

An emergency defined as; a sudden, generally unexpected occurrence or staffing shortage demanding immediate action, which must be declared by management

#### **8.11.1.d**

An employee is ordered by a supervisor to work;

#### **8.11.1.e**

An employee is required to participate in mandatory training;

#### **8.11.1.f**

An employee is scheduled to work their regularly scheduled shift in conjunction with 8.15.1.a through 8.15.1.e above.

### **8.11.2**

An employee shall not work more than fifteen (15) hours in any twenty-four (24)-hour period except as set forth in subsections 8.15.1.a, b and/or c above.

### **8.11.3**

Prior to working more than fifteen (15) hours in any twenty-four (24)-hour period, the employee shall make the on-duty Sergeant, Captain or Chief aware that the employee believes their current work assignment may result in the employee working more than fifteen (15) hours in a twenty-four (24)-hour period.

### **8.11.4**

An employee who is required by the City to work more than fifteen (15) hours in any twenty-four (24)-hour period shall be required to take Safety Release time off and be provided at least nine (9) hours Safety Release time off being required and allowed by the City to return to active duty status. The employee required to take

Safety Release time off during their next scheduled work shift will be compensated by the City at the employee's regular rate of pay for the hours necessary to get the employee nine (9) hours of Safety Release time.

#### 8.11.5

If, after nine (9) hours of Safety Release time, there will be less than half (1/2) the employee's regular work shift remaining, the employee may have the option of electing to use any accrued leave for the remainder of the shift they were scheduled to work. An employee electing to exercise this option must notify the on-duty Sergeant at least two (2) hours prior to exercising this option.

## **ARTICLE 9 - HOURS OF WORK**

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### **9.1 Employee Work Schedules:**

9.1.1. Employees Working 40 hours per week. Unless otherwise designated, the work week will consist of seven (7) consecutive twenty four (24) hour days beginning at 12:01 am on Sunday and ending at 12:00 am on the following Saturday. Employees will be assigned to work one of the following schedules:

- a. Five (5) consecutive days of eight (8) hours followed by two (2) days off.
- b. Four (4) days of ten (10) hours. Such 4 – 10 schedules provide a minimum of two consecutive days off in each seven (7) day workweek.
- c. Eight (8) days of nine (9) hours and one (1) day of eight (8) hours, excluding lunch periods, during a two (2) week period.

9.1.2 Alternate Work Week Schedules. Alternate work week schedules are defined as seven (7) consecutive calendar days beginning at 12:01 p.m. on Monday and ending on the following Monday at 12:00 noon, or beginning on 12:01 p.m. on Friday and ending on the following Friday at 12:00 noon; or a work schedule may vary the number of hours worked on a daily basis, not necessarily each day, and is four (4) or five (5) consecutive days beginning at 12:01 a.m. Monday and ending on the following Sunday at midnight.

9.1.3 Other work schedules will be arranged by mutual agreement between the employee and the employer with notice to the Guild, and must meet the needs of the department. No work schedule is permitted which would result in the payment of overtime for hours worked during the regular work shift.

### **9.2 Lunch Periods:**

Lunch periods are normally unpaid and excluded from scheduled work hours. Employees participating in an lunch time Wellness Committee Program will be afforded an additional 10-20 minutes for travel time depending upon the location , unless staffing needs prohibit.

**9.3 Work Schedule Changes:**

Except in cases of emergency or other unavoidable circumstances beyond the Employer's control, employees shall be notified of changes in their established work schedule at least seven (7) calendar days in advance of their effective date. Schedule changes made in non-emergency situations with less than seven (7) calendar days' notice shall result in the payment of overtime for all work hours outside of the normal shift until the seven (7) day notice period has elapsed. The (7) calendar day notification requirement can be waived by mutual agreement and does not apply to employee initiated schedule modifications.

**9.4 Overtime:**

9.4.1 Regular full-time employees shall be paid at the rate of time and one half for all hours worked beyond their established daily work shift and/or for hours worked beyond forty (40) hours in a workweek. For the purposes of this section, daily work shift means the established work hours to include temporary modifications as mutually agreed upon by the parties. I.E. if an employee regularly works 7 am to 4 pm and the parties mutually agree to temporarily adjust hours worked from 8 am to 5 pm for two consecutive shifts, on the days the schedule has been modified the employee would be eligible for daily premium pay after working the full 8 hour shift, not at 4:00 pm.

9.4.2 Regular, Part-time (type B) employees shall receive overtime premium pay only when their work time exceeds forty (40) hours in the workweek.

9.4.3 Except in the case of an emergency overtime must be authorized by the Department Head or an authorized designee prior to being worked.

9.4.4 Special Events. For those events requiring the skills and duties of CSO's and Parking Staff, as determined by the Chief or his/her designee, LPSG bargaining unit employees shall have the first opportunity for overtime, during special events, before Reserve Officers, cadets, work study/school interns or volunteers are utilized.

**9.5 Comp Time:**

At the option of the employee, compensatory time off may be accrued in lieu of overtime at the rate of one and one half (1½) hours off for each overtime hour worked. [Exception: No overtime hours worked on grant projects are ~~not~~ eligible for compensatory time off and will be paid]. Employees may not carry a balance of more than eighty (80) hours of compensatory time. Unused compensatory time shall be paid off at the employee's regular rate at the time of termination, or transfer to another department or different paying classification.

**9.6 Pyramiding:**

Compensation shall not be paid, nor compensatory time accrued, more than once for the same hours under any provision of this Article or other provision of this Agreement, i.e., whenever two or more overtime rates of pay may appear applicable to the same hour or hours worked by an employee, there shall be no pyramiding or adding together of such overtime rates.

**9.7 Time Worked:**

For purposes of computing overtime, all authorized holidays that fall on an employee's regularly scheduled workday(s), sick leave, and vacation leave shall be considered time worked.

**9.8 Call Back:**

Callback is defined as approved, but unscheduled, non-prearranged work, which is not contiguous to the regular work shift or occurs on a scheduled day off when an employee is called back to work with less than 24 twenty-four hours advance notice, for any reason. Callback provisions apply once an employee has secured from duty and left the workplace after completion of a regularly scheduled shift.

9.8.1 An employee called back to work after completion of the scheduled workday shall be paid a minimum three hours call-back at double their regular average hourly rate of pay, with additional hours worked compensated at the overtime rate of time-and-one half. For example – if an employee is called back to work for only one (1) hour they would receive three (3) hours of pay at double their hourly rate of pay, and if they worked four (4) hours they would receive three hours at double their regular average hourly rate of pay, and one (1) hour at the rate of time and one half.

9.8.2 Employees called into work within one (1) hour of their established start time are not eligible for call back pay.

9.8.3 Multiple Callbacks, Same Period: If any employee is called back two (2) times or more in one day where the employee is released and then required to come back later within that same day, the above rates of callback pay shall apply to each time the employee is called back.

9.8.4 Holdover for Deficient Work: No callback or holdover pay shall be given for employees who are called back or held over to correct deficient work that cannot wait to be corrected when the employee returns for his/her next regularly scheduled shift. Further, callback shall not apply when it occurs on the employee's regularly scheduled work day and the employee agrees to adjust their hours of work and come in early so they can leave early.

9.8.5 Court and/or Subpoenaed Appearances

A. An employee who appears in court arising out of his/her employment with the City and who has not taken advantage of the schedule exchange for court time or who responds to a subpoena on behalf of the City on off-duty time shall receive a minimum of 3 hours of overtime compensation paid at time and one-half plus any additional time spent in court beyond the first 3 hours paid at one and one half times.

B. An employee who has pre-approved vacation or compensatory time scheduled and has submitted an "Unavailable for Court" slip, and is subsequently scheduled and required to appear for court during the scheduled /pre-approved leave time shall receive a minimum of 3 hours overtime compensation paid at 2 times plus any additional time spent in court beyond the first 3 hours, paid at one and one half times.

9.8.6 Regular overtime shall also apply to work related phone calls. For the purposes of this section, work related phone calls are defined as contact(s) made by LPD management, sergeant or OIC to address an emergency issue that cannot wait until the employee's next regularly scheduled shift and that consumes five (5) or more minutes of the employee's time. However, a phone call to ask an employee to report to work or to ask a quick question that takes only a few moments to conclude would not be treated as compensable work overtime. Overtime will be paid at time and one-half for each quarter of hour of phone problem-solving beyond the first five (5) minutes. Two (2) or more calls of less than five (5) minutes will be cumulative and one (1) overtime increment will be paid.

**9.9 Meals and Breaks:**

All employees shall have one unpaid meal period at the approximate midpoint of each work shift of five (5) hours or more and two (2) paid rest periods of fifteen (15) minutes each, one (1) in each half of a full-time shift. Employees may not forego a meal or break period to curtail the length of their working day. Where the nature of the work permits an employee to take an intermittent rest period equivalent to fifteen (15) minutes for each half shift worked, scheduled rest periods are not required.

Employees required to work or monitor their radio to respond to calls during their meal period, in accordance with wage and hour laws, shall remain in a paid status.

## **ARTICLE 10 - CLOTHING AND EQUIPMENT**

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10.1 UNIFORMS. The employer will purchase and provide all new employees, the basic uniform as required by the City of Longview, which shall include, but not be limited to the lists below. This list may be modified with approval from the Chief.

10.1.1 CSO, and Parking Enforcement Officer:

CSO's and Parking Enforcement Officers will receive a one-time shoe allowance of \$75 upon initial hire.

- a. Three (3) pairs of pants, wool blend or polyester
- b. Three (3) long sleeve shirts
- c. Three (3) short sleeve shirts
- d. One (1) belt
- e. Two (2) name tags
- f. One (1) shirt badge
- g. One (1) hat (Baseball-type cap)
- h. One (1) jacket with patches
- i. One (1) portable radio, charger and holder, and / or cell phone
- j. One (1) chemical agent and holder
- k. One (1) set consisting of raincoat, rain suit, and gloves (Gortex)
- l. That equipment needed to provide for the safety of the CSO and the parking enforcement positions as agreed upon by the employees and employer.

10.1.2. Evidence Property Technician:

The following clothing will be issued to any new Evidence Property Technician upon initial hire into the position. The clothing allowance for newly hired Evidence Property Technicians will not be initiated until completion of the 12 month probationary period:

- a. Three (3) long sleeve polo shirts
- b. Three (3) short sleeve polo shirts
- c. Three (3) pants
- d. One (1) coat
- e. One (1) coverall

10.1.3 The following equipment will be initially issued to any newly hired Civilian Investigators. If a Civilian Investigator is not initially issued uniforms, then the annual clothing allowance will be allocated during the first year of employment as described in 10.2 below.

- a. One (1) portable radio, charger and holder and / or cell phone
- b. One (1) civilian badge
- c. One (1) chemical agent and holder
- d. One (1) protective ballistic vest when applicable

- 10.2 Employees listed under Article 10.1 who are required to wear uniforms and the Civilian Investigator shall receive a clothing/uniform/shoe allowance in the amount of \$620 (this amount includes withholding tax) for the purchase of new or replacement uniforms/clothing/shoes – paid directly to the employee in two equal sums, one-half to be paid on the June 15<sup>th</sup> pay period and the second half to be paid on the December 15<sup>th</sup> pay period of each year. Employees not listed in Article 10.1 who receive subpoenas as part of their duties shall receive a clothing stipend of \$200.00 every three (3) years. To receive the stipend, employees will submit a written request with

a copy of a received subpoena to the Administrative Secretary for reimbursement. New employees completing their 12 month probationary period during a calendar year shall be entitled to receive a pro-rated monthly portion of the annual uniform/clothing/shoe allowance for the number of months beyond their probationary period in that calendar year. All equipment, clothing and other materials issued by the Department shall remain the property of the Department, and upon termination or retirement an employee shall turn in to the Department all equipment, clothing and other materials which have been issued to him/her.

- 10.3 The Department will replace or reimburse an employee for uniforms, clothing or equipment which is damaged or destroyed while the employee is performing duties assigned in the line of duty unless such damage is caused by the negligence of the employee. The Chief of Police or his designee shall determine if the equipment was, in fact, damaged in the line of duty. The employer may pro-rate the reimbursement of damaged items based on a “fair market value” standard if the item was not in new condition. The Department will clean, repair or replace any Department-issued clothing or equipment damaged in the line of duty or as normal wear and tear within the following guidelines:
- a. Any Department uniform clothing items in need of repair must have pre-authorization from the Chief or his designee in order to be repaired by the Department’s designated vendor. Hemming of pants will be considered repair, all other alterations will be at the employee’s expense. (*Button replacement is covered as a “repair”.*)
  - b. In addition to repair of uniform clothing items, the sewing on of authorized patches and insignias will also be done by the Department’s designated vendor at the city’s expense. Insignias are the property of the City of Longview and shall be returned to the City upon termination of employment.
  - c. Cleaning of Department issued clothing and/or civilian investigator garments through the Department’s cleaning service shall be limited to not more than 144 clothing items a calendar year, with no carry-over from year to year. Employees identified in Article 10.2 who are not listed in Article 10.1 shall be limited to not more than 30 items per year with no carry-over from year to year.
  - d. Nothing in the Agreement shall limit the Department’s authority to set and maintain standards of appearance for the Department, provided that standards are applied uniformly and that changes in standards shall remain negotiable.

10.4 **Other Clothing Allowances:**

The employer will provide appropriate personal protective equipment and clothing to employees required to perform safety sensitive job functions. Damage that occurs to employee clothing or property while performing critical job functions that are not

required on a routine basis (i.e. crisis response activities), will be repaired or replaced as determined by the Chief of Police.

## **ARTICLE 11 – HOLIDAYS**

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### **11.1 Observed Holidays:**

The following are official paid (8-hour) holidays for all 8-hour full time employees. The eight (8) holidays marked with an (\*) will be paid at 10 hours for all employees who are participating in the City's 4-day work week and that are assigned to a 10-hour day. Additionally, 10-hour Monday-Thursday employees will be granted an additional floating holiday for the "Day after Thanksgiving" which may be used subject to the provisions for using "floaters".

New Year's Day – January 1\*  
Presidents' Day – Third Monday in February\*  
Memorial Day – Last Monday in May\*  
Independence Day – July 4\*  
Labor Day – First Monday in September\*  
Veteran's Day – November 11\*  
Thanksgiving Day – Fourth Thursday in November\*  
The day immediately following Thanksgiving Day  
Christmas Day – December 25\*  
Three (3) Floating Holidays

**Note: The City recognizes the Martin Luther King Jr. Holiday on the 3<sup>rd</sup> Monday of January as an official unpaid holiday. On this official holiday employees may elect to take accrued paid leave such as vacation, accrued floating holiday time, or compensatory time, or they may take the day off as authorized unpaid leave.**

- 11.2 Any of the above holidays that fall on a Sunday will be observed on the following Monday; any that fall on a Saturday will be observed on the preceding Friday.
- 11.3 Employees shall receive the same number of holidays regardless of work schedule. If the date of observance of a holiday falls on an employee's regular day off, the employee shall receive an alternative day off within the same pay period (1<sup>st</sup> -15<sup>th</sup> or 16<sup>th</sup> – end of the month) of the holiday. To be eligible for pay for a holiday, the employee must be in paid status on the scheduled workdays immediately before and after the holiday.
- 11.4 Holidays occurring during a period of paid leave shall be charged as holidays, not as paid leave.

11.5 **Holiday Work:**

Employees required to work on a holiday shall be compensated at time and one half in addition to holiday pay.

- 11.6 With mutual consent of the employee and employer, employees may work on an observed holiday at the straight time rate of pay and may take an alternative day off, within the same pay period or FLSA work period, in lieu of holiday pay.

11.7 **Floating Holidays:**

Floating holidays must be used by the end of the calendar year in which they are earned. Floating holidays are credited to employees on a pro-rated basis. An employee earns one (1) floating holiday during the period January 1 through April 30, one (1) during the period May 1 through August 31, and one (1) during the period September 1 through December 31.

Upon termination of City employment an employee shall be paid for all accrued and unused Floating Holidays.

- 11.8 Requests for use of floating holidays shall be in one-quarter hour increments with the exception that pro-rated holiday hours can be augmented by other forms of paid leave to equal a full work shift. Requests should comply with procedures outlined for use of vacation, except that the Department may authorize shorter advance request requirements or less formal request procedures.

## **ARTICLE 12 –VACATION**

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### **12.1 Accrual Rates:**

Regular full-time employees shall accrue vacation according to the following schedule:

| <b>Years of Service</b> | <b>Hours Per Pay Period</b> | <b>Hours per Year</b> | <b>Days Per Year</b> | <b>Max Accum Hours</b> | <b>Max Accum Days</b> |
|-------------------------|-----------------------------|-----------------------|----------------------|------------------------|-----------------------|
| Start                   | 3.34                        | 80                    | 10                   | NA                     | NA                    |
| 1                       | 4                           | 96                    | 12                   | 192                    | 24                    |
| 5                       | 5.67                        | 136                   | 17                   | 272                    | 34                    |
| 10                      | 6.67                        | 160                   | 20                   | 320                    | 40                    |
| 15                      | 7.34                        | 176                   | 22                   | 352                    | 44                    |
| 20+                     | 8.34                        | 200                   | 25                   | 400                    | 50                    |

\* This accrual will not post until completion of 6 months of employment.

- 12.2 Eligible regular part-time employee's vacation accrual is pro-rated in accordance with their reduced work schedule.
- 12.3 Part-time clerical position(s) may be treated as hourly and leave accruals will be computed based on a formula based on the number of hours the employee works in each pay period. Employee(s) in position (s) designated as hourly clerical will be guaranteed 20 hours work per week.
- 12.4 Vacation leave will accrue on a pay period basis. Leave earned one pay period shall be credited to the employee upon completion of that pay period. Vacation leave is accrued but may not be taken until after an employee has completed six (6) consecutive months of employment. Vacation leave earned during that period of time will be granted on the first day of the month immediately following completion of six months of service.

12.5 No accumulation of vacation leave shall occur when an employee is on leave without pay. Vacation leave may be taken at the request of the employee upon approval of the Supervisor or Department Head.

12.6 **Maximum Accumulations:**

12.6.1 Employees may accumulate vacation up to a maximum of two (2) times their annual accrual rate, e.g., an employee earning 20 days/160 hours may not accumulate more than 40 days/320 hours. Employees may exceed the maximum allowed accumulation during a calendar year, provided that the accumulation is reduced to the maximum accumulation on December 31<sup>st</sup> of any year, and provided, the employee provides at least 2 weeks' notice of their intent to use this accrued leave.

12.6.2 Accumulated vacation leave below the maximum accrual rate on December 31<sup>st</sup> may be carried over to the next year. Accumulated vacation leave above the maximum accrual rate on December 31<sup>st</sup> shall be forfeited, except in circumstances in which the maximum accumulation was exceeded due to the employer's cancellation of the opportunity to take leave based on business reasons. In such situations, the Employer, the Employee and the Guild will meet and bargain the impacts of any cancelled leave that would put the employee's accrual above the maximum level.

12.6.3 Employees are responsible for monitoring their accruals and scheduling time off as necessary to preserve the ability to accrue vacation. The Employer may provide to the employees a mid-year review of leave balances and may require employees to establish a plan for use of annual leave for the remainder of the year.

12.7 **Termination Payoff:**

Upon termination of City employment with more than six (6) months of service an employee shall be paid for all accrued and unused vacation, provided that this payoff shall in no case exceed the maximum accrual based on the employee's years of service as delineated in Article 12.1. The termination payoff shall be based on the employee's base hourly rate of pay as of the last day of work. Employees may not elect to extend employment beyond the last day of work by using accumulated leave.

12.8 **Vacation Sell-Back:**

Employees may elect pay in lieu of vacation up to a maximum of sixty (60) hours per calendar year. Vacation sell-back is subject to the following requirements and procedures:

12.8.1 The opportunity to cash out vacation shall be offered twice per year in the months of June and November. Requests must be submitted by May 15<sup>th</sup> and October 15<sup>th</sup> on forms designated by the Human Resources Department. Exceptions to this timeframe will be considered only in the event of an emergency and will be permitted only as approved by the City Manager, or designee.

12.8.2 To be eligible to sell back vacation, an employee must have used a total of eighty (80) hours vacation and floating holiday in the prior calendar year. The total

of vacation sold may not exceed the maximum hours limitation but may be apportioned according to the employee's choice between the June and November sales period or may divide the amount into two portions without exceeding the sixty (60) hour maximum.

12.8.3 The vacation sell-back option is subject to availability of adequate department budget funds. Vacation sales may be restricted or suspended by the Employer. In the event vacation sales requests exceed available funds, the Human Resources Department shall develop procedures to equitably apportion vacation sales among employees with pending requests.

## **ARTICLE 13- SICK LEAVE**

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13.1 Sick leave is provided to continue pay during illness or injury incapacitating the employee to perform his/her work, contagious disease whereby his/her attendance at work would create a direct threat to the health of coworkers or the public, or as otherwise provided by law or this Article.

13.2 **Accrual:**

All full-time employees of the City shall be given ninety-six (96) hours of sick leave on their first day of employment. No additional sick leave shall accrue to that employee until after completion of twelve (12) months of continuous employment. Sick leave thereafter shall accrue at the rate of eight (8) hours each calendar month of continuous employment accruable to a maximum of 1200 hours. However, no accumulation of sick leave shall accrue to the benefit of any employee while he/she is in unpaid leave of absence.

13.2.1 Eligible regular part-time employee's sick leave accrual is pro-rated in accordance with their reduced work schedule.

13.3 Use of sick leave is contingent upon following required reporting procedures and compliance with the purposes of sick leave. Employees who fail to call in according to procedures or fail to provide medical verification, if properly requested, may be charged unpaid time for the absence.

13.4 Earned vacation leave and compensatory time may be used when accrued sick leave is not available for an absence necessitated by illness or injury.

13.5 **Sick Leave Payoff:**

Individuals hired after January 1, 2003 are not eligible for sick leave payoff.

Employees who separate from City employment voluntarily, via a reduction in workforce, or by death are eligible to be paid for accrued but unused sick leave, to a maximum of 1200 hours, at their base hourly rate of pay at the time of termination according to the following formula:

| Years of Service                           | Amount to be Paid                  |
|--------------------------------------------|------------------------------------|
| Less than 10 years of full-time employment | None                               |
| After 10 years of full-time employment     | 12.5% of accrued unused sick leave |
| After 15 years of full-time employment     | 25% of accrued unused sick leave   |
| After 20 years of full-time employment     | 50% of accrued unused sick leave   |

\*Upon death of an employee the beneficiary shall be paid at the 50% rate. If no survivor exists, no payment shall be made.

### 13.6 **Workers' Compensation Coordination:**

An employee may charge his/her sick leave account, to the extent they have sick leave accrued, for the difference between any time loss compensation received from Workers' Compensation and the employees' normal pay for injuries or illnesses covered by Workers' Compensation. The calculation shall be based on the difference for the same period of time between the employee's normal monthly salary and time loss compensation from Workers' Compensation.

### 13.7 **Family Illness Usage:**

Employees may use sick leave for the following reasons:

- The employee's own illness, injury or health condition; to accommodate the need for medical diagnosis, care or treatment of a health condition; or preventive medical care.
- The employee's care for family member with illness, injury or health condition; care for family member who needs preventive medical care. Family members include and employee's child (whether biological, adoptive, foster, step-child, or child for whom employees stands in loco parentis, is a legal guardian for, or is a de facto parent and regardless of age or dependency status); parent (whether biological, adoptive, in law, de facto, step-parent, legal guardian or person who stood in loco parentis to employee when employee was a child; spouse or registered domestic partner; grandparent; grandchild; or sibling.
- As absence due to closure of the City's offices by order or public official for any health-related reason, or where the employee's child's school or day care is closed for such a reason.
- Absence covered by the Domestic Violence/Sexual Assault/Stalking leave as provided in the Human Resources Policy.

### 13.8 **Reporting and Approval Procedure:**

Where the need to use sick leave is foreseeable, employees should submit written notice of the need for leave to their supervisor at least 10 days in advance of the leave date(s); for unforeseeable leave, employees must contact their supervisor as soon as the need for leave becomes known. The City may require documentation regarding

the use of leave, provided that (i) documentation may only be required when and employee uses more than three consecutive work days of sick leave; (ii) and employee will have up to 10 calendar days to provide the required documentation; (iii) if requested, documentation need not disclose the nature of the medical condition causing the need for leave; and (iv) if a requirement to provide documentation will result in unreasonable burden or expense to the employee, an employee may advise the City of the concern and the City will evaluate its request in light of the circumstances.

#### 13.11.2.2 Discipline

Subject to the limitations of law, including but not limited to those of the Washington State Paid Sick Leave, FMLA, discipline may be imposed under the following conditions:

- a. **Abuse of sick leave.** Misuse of leave, violation of orders, directives, or use of sick leave and other forms of leave used in lieu of sick leave are cause for disciplinary action.
- b. **Use of accrued sick leave.**
  1. Use of accrued sick leave, without abuse of such leave, will not be cause for discipline.
  2. Notwithstanding the provisions of the FMLA, the employer shall not transfer an employee taking FMLA leave for planned medical treatment on an intermittent or reduced schedule basis to another position during the period of the FMLA leave without the consent of the Guild.
- c. **Excessive Absenteeism**

The parties recognize that attendance is an essential function of each position in the bargaining unit. Unscheduled absences create a burden on the employer and fellow employees; consequently sick leave should be used for bona fide illnesses. Cases of excessive absenteeism are subject to just cause review and require systematic examination of relevant factors, including but not limited to:

  1. Any legal requirements, including but not limited to those of FMLA, ADA, and the Washington Family Care Act;
  2. The tenure and work history of the employee, specifically to include whether there have been previous instances of this pattern of absenteeism;
  3. Where there is a likelihood of improvement within a reasonable period of time based on credible medical evidence.
  4. The particular attendance requirements of the employee's job;

5. The pattern of use, and whether the absences are for bona fide sick leave purposes.

d. **Sequencing of Leaves**

The use of vacation leave, saved holiday time, compensatory time, and leave without pay, for purposes other than qualifying use under the Washington Family Care Act, is subject to approval by management. However, unless otherwise required by law, forms of leave shall be used and exhausted in the following sequences:

1. Leave for illness or injury, that does not qualify for FMLA or Washington Family Care Act, will be taken in the following order:
  - a. Sick leave until it is exhausted,
  - b. Vacation leave, saved holiday time, or compensatory time (subject to the provisions in Article 9.2), sequenced at the employee's option, until they are exhausted;
  - c. Leave without pay.

## **ARTICLE 14 - OTHER LEAVES**

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### **14.1 Bereavement and Funeral Leave:**

An equivalent of a work week without deduction from accumulated vacation or sick leave may be taken upon the death of a spouse, son, daughter (or step). The total bereavement leave portion shall not exceed either five work days or the equivalent of a work week limitation.

14.1.1 Upon timely notification to the employee's supervisor, paid bereavement leave of up to three (3) consecutive work days, without deduction from accumulated vacation or sick leave may be taken in the event of the death of the employee's immediate family member. Bereavement leave may be used for qualifying members in case of imminent death, but the total bereavement leave portion shall not exceed either three work days. For the purposes of this article, the employee's immediate family members are: parents, brother, sister (or the step and in-law equivalents), grandparents, grandchildren, or other relatives, living in the employee's household, the employee's domestic partner and children, parents, brother, sister (or step and in-law equivalents) of the domestic partner (an Affidavit of Domestic Partnership must be on file in the HR Department) or any other relative standing in "loco parents". Upon the employee's return to work, the employee may be required to provide management with the following information about the deceased: Their full name, location of the death (city, state), location of the funeral or memorial (city, state) and the relationship to the employee.

14.1.2 Additional leave in excess of the days permitted or for other relatives may be granted with the approval of the supervisor and charged to an employee's vacation, floating holiday, sick leave, or comp-time account.

14.1.3 Time off with pay will be allowed, with the approval of the supervisor, for purposes of attending the funeral of a City employee.

**14.2 Military Leave:**

Any employee who is a member of a military reserve force of the United States or of the State of Washington shall be entitled to and shall be granted military leave of absence from employment, not to exceed fifteen (15) work days during each calendar year. Such leave shall be granted in order that the person may take part in active training duty or active duty in such manner and at such times as he or she may be ordered to active training duty or active duty. Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might be otherwise entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the fifteen work day period of military leave, the employee shall receive from the Employer his/her normal pay.

**14.3 Jury Duty:**

Leave with pay shall be granted as necessary to allow employees to serve as a member of a jury. Any compensation received by the employee for such duties, excluding mileage allowance and meal allowance, shall be waived, remitted to the City, or, in the alternative, the City shall pay the difference between the employee's regular salary and the fees received. When an employee is excused or dismissed from jury duty, he/she shall promptly notify the Employer. Employees may be required to report to work for any portion of their regularly scheduled shift during which they are not actually serving on a jury or waiting to be assigned to a panel of jurors.

Service as a witness in matters arising from the course and scope of employment with the City of Longview shall be considered on-duty time. Service as a witness or party to non-job related matters shall be charged against the employee's vacation, floating holiday or may be taken as unpaid leave at the option of the employee and upon department supervisor approval.

**14.4 Internal Employment Testing:**

Upon prior notice to his/her supervisor, an employee shall be allowed paid work time to participate in examinations or interviews required for other positions within the City. Testing undertaken on a day off shall not be considered working hours for overtime calculation purposes.

**14.5 Family, Medical and Parental Leave:**

Employees shall be granted Family Medical Leave and parental leave for qualifying events and/or conditions in accordance with State law and/or the federal Family and Medical Leave Act and City policy. Disability leave due to pregnancy or childbirth will be granted in addition to time off for family medical leave. Employees will be required to exhaust paid leave accruals before leave without pay will be authorized.

**14.6 Workers' Compensation:**

All employees are covered by the Washington State Workers' Compensation Act for injuries or illnesses received while at work for the Employer. Normal take home pay may be maintained by the use of sick leave as provided in this agreement.

**14.7 Other Leaves of Absence:**

Employees may request leaves of absence of up to twelve (12) months for educational reasons, medical/disability leave or compelling personal circumstances. A minimum of two (2) years service is required prior to requesting educational or personal leaves. Approval of leave requests is solely within the discretion of the City.

14.7.1 All requests for leaves of absence or extensions shall be submitted in writing to the department head or his/her designee and approved in advance by the City Manager or authorized designee, prior to the effective date. Employees on leave of absence of 90 days or more will be required to comply with Civil Service Rules and Regulations for medical examination and drug screen prior to returning to regular duty.

14.7.2 For unpaid leaves of fifteen (15) calendar days or more, the salary anniversary shall be adjusted by the full amount of the unpaid leave. Failure to return from leave shall be treated as job abandonment or may be the basis for termination.

14.7.3 For unpaid leaves of (30) calendar days or more, classification and bargaining unit seniority shall be adjusted by the full amount of the unpaid leave.

14.7.4 Paid leave taken prior to going on unpaid leave shall not be counted toward the twelve (12) month maximum. Unless otherwise authorized by the department head and Human Resources, the employee must exhaust accumulated vacation and floating holidays before going on unpaid status.

**14.8 Mandatory Leave:**

The Department Head, after consulting with the Human Resources Director or City Manager, may place an employee on an appropriate category of leave, to include unpaid time off, if it can be reasonably concluded that he/she is not fit for duty. Both parties agree that in no way is mandatory leave to be used as a form of employee discipline.

**14.9 Leave Sharing:**

The City's policy on Catastrophic Leave Sharing will govern all leave sharing requests. The City will notify the Guild in advance of any proposed changes to this policy.

**14.10 Seniority:**

Bargaining Unit Seniority shall be defined as continuous active service from the date of hire, in any full time position(s) within the bargaining unit, including time on

Workers' Compensation leave and unpaid leaves of absence of less than thirty (30) days, since the last date of hire or appointment to a bargaining unit position or as otherwise provided by law.

Classification Seniority shall be defined as continuous active service from the date of hire in a specific full time classification, including time on Workers' Compensation leave and unpaid leaves of absence of less than thirty (30) days, since the last date of hire or appointment to the classification, or as otherwise provided by law.

Seniority rights shall not be exercised until completion of the required probationary period.

Part time employees shall have a separate seniority list. For all purposes addressed in this Agreement, part time employees shall not have seniority rights over full time employees. In the case of a full time employee who has been reduced in hours due to layoff reductions, that employee shall retain their full time seniority status. The parties shall create an addendum which lists employee seniority dates for full time and part time employees and lists bargaining unit seniority and Classification seniority dates, as of the date of ratification of this agreement.

## **ARTICLE 15 - PROBATION AND PROMOTIONS**

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- 15.1 New employees shall complete a twelve-month probationary period. During the initial probationary period, a newly hired employee may be terminated at any time without cause. Newly hired probationary employees may be disciplined and the employee shall be provided an opportunity for response; however, they shall have no recourse for the disciplinary action through the appeal or grievance process.
- 15.2 Newly promoted employees shall complete a ninety-day probationary period. During the promotional probationary period, if the employee is not able to successfully learn and perform the job for which he/she was appointed to, the employee shall be permitted to bump back to their formerly held position. Such promotional disqualification shall not be subject to appeal or grievance process.
- 15.3 Employees may apply for open recruitments and will receive consideration if they meet all required civil service qualifications. When the Police Chief's, or designee's, selection decision is narrowed to two individuals and the knowledge, skills, and abilities of the candidates are substantially equal, preference shall be granted first to internal candidates, bargaining unit seniority considered.

## **ARTICLE 16 - DISCIPLINE AND DISCHARGE**

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- 16.1 **Disciplinary Actions.**

Regular employees may be disciplined in the form of verbal warning, written warning, suspension, demotion or discharge for just cause. Verbal warnings may not be grieved. Grievances concerning written warnings may be grieved up to step 3 of the established grievance procedure, and are not subject to arbitration.

16.1.1 In the case of suspension, demotion or discharge, employees shall be provided notice of the reason(s) for such action and shall be entitled to respond to the reasons for recommended discipline before such action is taken. Employees are entitled to Guild representation during such meetings.

16.1.2 Employees shall be provided copies of all disciplinary notices and performance evaluations before such material is placed in the personnel file and shall have the right to attach a rebuttal statement. The employee is required to acknowledge receipt of the materials. Acknowledgement shall not be construed as agreement or concurrence with the discipline or evaluation. Self evaluations shall be strictly voluntary.

**16.2 Disciplinary Investigation:**

In disciplinary investigations, employees shall be notified of their rights customarily associated with the provisions of Weingarten. Guild representation will be provided at disciplinary investigation meetings or when issuing disciplinary action at the written warning level or above, unless such presence is freely waived by the employee.

**16.3 Personnel Files:**

Disciplinary materials at the level of a written warning or higher shall be maintained in the official personnel file of the employee. Written warnings with no repeat infractions within two years of implementation shall not be considered as a step in progressive disciplinary actions taken after the two year time frame has elapsed. Access to personnel files is limited to the employee, his/her authorized representative, officials of the City with a business need for access or as provided by law. Employees may attach documents of explanation or rebuttal to disciplinary materials in the personnel file.

## **ARTICLE 17 - GRIEVANCE PROCEDURE AND ARBITRATION**

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17.1 **Purpose:** The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure; and there shall be no suspension of work or interference with the operations of the Employer.

17.2 **Grievances.** A “grievance” means a claim or dispute with respect to the interpretation or application of the provisions of this Agreement. An employee or group of employees who feel they have a grievance shall notify the appropriate member of management as prescribed in this section.

17.2.1 The parties agree that every effort should be made to resolve grievances informally with the first level supervisor or others, as appropriate, and to settle grievances at the lowest possible level. The grievant and/or the Guild and the appropriate employer representative shall meet, if necessary, to attempt to resolve the grievance at any step.

**17.3 Election of Remedies:**

When an employee or the Guild submits a dispute to the grievance procedure for resolution or to the Civil Service Commission for review, such submission shall constitute an election of forums and shall prohibit and bar the employee or Guild from proceeding with that matter in the other forum. In no event shall the employee or Guild submit the same dispute to both the Civil Service Commission and the grievance procedure.

**17.4 Step 1.** If unable to resolve the grievance informally with the immediate supervisor, the grievant and the Guild, or the Guild, shall present the grievance in writing to his/her immediate supervisor. Copies of the grievance shall be filed with the department head and Human Resources. The apparent existence of a grievance should be presented as soon as possible, but not later than fourteen (14) calendar days following the date of the occurrence or circumstances giving rise to the grievance.

The written notice shall include:

- a) The specific facts giving rise to the grievance, including the date the grievance arose;
- b) The section of the Agreement claimed to be violated;
- c) The remedy sought;
- d) The date and signature of the grievant, and/or Guild representative;

17.4.1 The employee/Guild Representative and manager will hold a conference not later than fourteen (14) calendar days following such notice to resolve the issue. The manager will provide a written statement of whether the grievance was resolved at Step One within fourteen (14) calendar days after the termination of such meeting.

**17.5 Step 2.** If the grievance is not resolved at Step 1, the Guild shall submit the written grievance to the department head within fourteen (14) calendar days, following the manager's response. Either party may request a meeting to explain the grievance at this step. The department head shall respond in writing to this grievance within fourteen (14) calendar days.

**17.6 Step 3.** If the grievance is not resolved at Step 2, the Guild may submit the written grievance to the Human Resources Director as the City Manager's designee for Labor Relations within fourteen (14) calendar days of receipt of the department head's response. The City Manager, The Director of Human Resources and Guild representative shall meet not later than fourteen (14) calendar days following date of presentation of the written grievance to attempt to settle the dispute. The Director of

Human Resources will provide a written decision on the matter to the Guild not later than fourteen (14) calendar days following the meeting.

17.7 **Step 4.** Not later than fourteen (14) calendar days following the conclusion of Step 3, either party may submit the grievance to arbitration by providing written notice to the other party. The parties shall first attempt to agree on a mutually acceptable arbitrator. If the parties cannot agree on an arbitrator within fourteen (14) calendar days, the party initiating the grievance will request from the Federal Mediation and Conciliation Service a list of seven arbitrators from the Oregon-Washington region. Any arbitrators considered must be members of the National Academy of Arbitrators (NAA). The cost of the list will be equally borne by both parties. The arbitrator will be chosen from the list by alternate striking of arbitrator names. When each party has stricken three names, the remaining arbitrator shall be appointed to resolve the grievance. The order of striking names will be determined by the flip of a coin.

17.8 **Time Limits.** The time limits set forth in this Article may be extended by mutual written agreement between the City and Guild. If the Guild fails to adhere to any of the time limits for processing grievances, the grievance will be deemed abandoned. If the City fails to respond to a grievance within the specified timelines, the grievance will be advanced to the next step of the grievance process.

17.9 **Arbitration.** The decision of the arbitrator shall be final and binding upon the parties.

17.9.1 The scope of the arbitration shall be limited to the issues of fact and disputed application to this Agreement raised by the aggrieved employee or Guild representative at Step Two of the grievance procedure.

17.9.2 Each party shall bear the costs of presenting its own case, including witness fees, attorney fees, and time lost from work by its witnesses and representative. If either party desires a verbatim transcript of the proceedings, the parties shall split the costs of the court reporter and of the arbitrator's copy of the transcript. The losing party shall bear the fees and expenses of the arbitrator.

17.9.3 The arbitrator shall have no authority to modify or alter the terms of the Agreement, but shall be limited to interpretation of the Agreement. Only one dispute or grievance shall be the subject of any arbitration unless the parties expressly agree to the contrary.

17.10 **Informal Discussion Permitted:**

Nothing in this Article is intended to preclude or prohibit informal discussion of a potential grievance between an employee, Guild representative, and the appropriate member of City Management, provided that the time limits set forth above are followed.

17.11 **Confidentiality:**

All proceedings, meetings, and discussion related to grievances shall be limited in attendance to the parties and their designated representatives. All documents and information relative to the grievance and resolution thereof shall be subject to public disclosure to the extent allowed by law, until the conclusion of the final proceeding.

**17.12 City Initiated Grievance:**

The City is entitled to initiate a grievance against the Guild. Within fourteen (14) days of the date giving rise to the grievance, the City Management representative shall advise the Guild staff representative, in writing, of the grievance. The City and Guild representatives shall meet not later than fourteen (14) calendar days following date of presentation of the written grievance to attempt to settle the dispute. The Guild shall respond in writing within seven calendar days. Within fourteen days of receipt of the Guild's response, the City may submit the grievance to arbitration as provided in Step 4 above.

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**ARTICLE 18 – LAYOFF**

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18.1 The Employer may layoff an employee based on the elimination of the employee's position due to lack of work, lack of funds, reorganization, elimination of services/functions or other similar reasons. The processes followed to determine who will be laid off shall be in accordance with the civil service rules governing layoff and reduction in force.

18.1.1 Employees who bump downward or accept vacant positions in a lower classification shall be considered laid-off from their former classification for the purpose of recall rights under this Article. Forced reduction of hours shall also be considered a layoff.

18.1.2 The parties agree that alternative/temporary employees will not be hired by the City to perform work that has been typically assigned to bargaining unit members that are on lay-off.

**18.2 Seniority for Layoff:**

Classification Seniority shall prevail for purposes for layoff. Seniority for selection of employees subject to layoff shall be based first upon all continuous service in the person's classification at time of layoff and in the event of a tie, Bargaining Unit Seniority and then continuous City Service. See Article 2.6 for seniority provisions for limited duration personnel.

**18.3 Selection and Notice:**

The Department head shall identify positions to be eliminated. Employees shall be provided a minimum of two weeks' notice, or two (2) weeks' pay in lieu of notice or a combination thereof, based on a formula of one day's pay for each day of notice given below two weeks. The Guild shall be notified concurrent with notice to employees.

**18.4 Reassignment and Bumping:**

Employees facing layoff shall be offered reassignment and bumping rights within the bargaining unit as indicated below, so long as the employee meets the current qualifications for the position. In all cases the employee must meet the appointment/selection criteria established by the Civil Service Commission. In the event there is more than one person subject to reassignment/bumping and the knowledge, skills, and abilities of the candidates are substantially equal, reassignment/bumping shall be determined on the basis of bargaining unit seniority. In a bumping situation, the employee may bump only into the position occupied by the most junior employee, not any less senior employee. Individuals accepting limited duration positions, as a condition of employment, shall not have bumping rights over any employee holding a regularly budgeted position. The order of consideration shall be:

- a. Vacant positions in the classification from which the employee is being laid off;
- b. Vacant positions in formerly held classifications;
- c. Occupied positions held by less senior employees that the employee has previously held.
- d. Vacant positions not previously held that the employee is otherwise qualified to perform provided they are equally or more qualified than external candidates on the same eligibility list.

**18.5 Recall:**

Employees shall be called back from layoff according to seniority in the classification from which the employee was laid off and subject to Civil Service Rules. No new employees shall be hired in any classification until all employees on the layoff status in that classification have had an opportunity to return to work. Recall rights shall extend for a period of twelve (12) months.

**18.6 Recall Procedure:**

Notice of recall shall be sent to the employee by certified mail at the last address reflected in the employee's official personnel file and the employee must respond within two weeks of the date of the notice. The Employer may send out multiple recall notices and recall the most senior employee who responds within the allotted time period. An employee who refuses recall will be removed from the recall list based upon rejection or failure to respond. The employee shall be responsible for notifying the Human Resources Department of any change in address or telephone number.

**18.7 Rights Upon Recall:**

Employees who are recalled shall be reinstated with all rights formerly attained including accrued paid leave balances not paid out to the employee upon time of layoff (if applicable). The bargaining unit and classification seniority dates shall be adjusted to reflect the time on layoff but the employee shall otherwise retain all

service credit held at the time of layoff. Employees recalled to their former classification shall be appointed to the step and range formerly held and credit toward the next salary anniversary date shall be continued, not including the time on layoff.

**18.8 Benefits Continuation:**

The City shall continue the employer's contribution toward the cost of medical and dental insurance through the end of the calendar month of layoff.

## **ARTICLE 19 - TRAINING AND EDUCATION**

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**19.1 Training:**

The City will conduct or direct the attendance of employees to training activities deemed necessary or as mandated by Federal, State or Local laws. The City shall bear the cost of any such training activities.

**19.1.1 Training Attendance.** When an employee is assigned to training for a day, his/her normal shift shall be considered an eight (8) to ten (10) hour training period. If the employee is engaged in training activity for all but one hour of their regularly assigned work shift he/she shall not be required to perform additional work for the City on that date, except in the case of an emergency.

**19.2 Tuition Reimbursement:**

Tuition reimbursement is intended to provide an incentive to employees to enhance their job-related knowledge, skills, and abilities through formal education. Classes for which reimbursement is received must be of benefit to the City and either must have a direct relationship to the employee's career with the City or be applicable to a specific, formal degree program from an accredited college or university. Tuition reimbursement shall apply only to classes or training taken on a voluntary basis.

**19.2.1** Reimbursement shall be subject to available funding, prior department head approval, and in accordance with City policy. It is not the City's policy or intent to always reimburse the entire cost of an employee's tuition. The normal practice shall be that where an employee desires to pursue an accredited college course to improve his/her skills or to enhance their opportunities for future promotion, then he/she shall be entitled to reimbursement for tuition, books and fees, provided:

- The class and educational institution are pre-approved by both the Department Head and City Manager.
- Course is work-related or part of, a well-documented employee development and training plan (must be submitted to City Manager/Dept. Head when requesting tuition reimbursement).
- Funds are available within the budget for the department.
- The employee provides proof of successful completion attached to the reimbursement request.

- Under hardship cases the City Manager may advance tuition fees to employee.
- Tuition shall be reimbursed in full upon completion of the course, provided the employee earns a grade of C or better (or a passing mark from those institutions where traditional rating systems are not used).
- Tuition reimbursement will not exceed \$1200 in a given calendar year.

19.2.2 In such situations where an employee receives tuition reimbursements (as defined above) in excess of \$500, and the employee voluntarily resigns from their position with the City, the Employee will be subject to repayment of funds as follows:

| <b>Voluntarily Resigns</b>                              | <b>Percentage of fees/tuition to be remitted back to the City</b> |
|---------------------------------------------------------|-------------------------------------------------------------------|
| Within 12 months of completing the course/program       | 75%                                                               |
| Within 13 to 24 months of completing the course/program | 50%                                                               |
| Within 25 to 36 months of completing the course/program | 25%                                                               |

**19.3 Compensation for Training/Education:**

Computation of work time while attending a training function or in traveling to and from a training function shall be in accordance with the Fair Labor Standards Act.

**19.4 Multi-lingual/Communication Skills:**

A premium of one-hundred dollars (\$100) per month over base rate of pay will be paid to employees in positions which specifically require, and who have been directed to translate to and from English to another language (including the use of sign language) as a condition of employment. The proficiency level for interpretation and translation skills will be assigned by management and contained in the employee's individual position description. Management reserves the right to test employee's proficiency in translation skills prior to assigning a bi-lingual premium. If assigned a bi-lingual premium, it is anticipated that the employee will use the skill whenever practicable to perform translation services.

**19.5 License and Certifications:**

The City shall reimburse or otherwise pay the cost of licenses or certifications, which are required to maintain employment in the current classification. This shall include cases where new requirements are established.

## **ARTICLE 20 - SCOPE AND DURATION**

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**20.1 Entire Agreement:**

This Agreement and its appendices constitute the entire Agreement between the parties and concludes collective bargaining for its term subject only to a desire by

both parties to mutually agree to amend or supplement at any time. The City and the Guild hereby voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter referred to or covered by this Agreement. With respect to subjects not covered by this Agreement, the parties agree that the City may temporarily implement changes pending the outcome of any bargaining required by State law.

**20.2 Savings Clause:**

Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable, such decision shall apply only to the specific article, section, or portion thereof directly affected. The parties agree to immediately negotiate a substitute, if possible, for the invalidated article, section or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

**20.3 Duration and Renewal:**

The parties agree that all provisions of this Agreement shall be in full force and effect upon ratification through December 31, 2021.

**For the Employer:**

\_\_\_\_\_  
Kurt H. Sacha, City Manager

Dated:\_\_\_\_\_

**For the Union:**

\_\_\_\_\_  
Olga Lozano, President, LPSG

Dated:\_\_\_\_\_

**Witness:**

\_\_\_\_\_  
Chris Smith, Human Resources Director

Dated:\_\_\_\_\_

**Witness:**

\_\_\_\_\_  
Jeff Leak

Dated:\_\_\_\_\_

## Addendum A

| 2019 LONGVIEW POLICE SUPPORT GUILD |       |     |            |            |            |            |            |            |
|------------------------------------|-------|-----|------------|------------|------------|------------|------------|------------|
| 3.00% effective 1/1/2019           |       |     |            |            |            |            |            |            |
| Effective January 1, 2019          |       |     |            |            |            |            |            |            |
|                                    | GRADE | PER | STEPS      |            |            |            |            |            |
|                                    |       |     | A          | B          | C          | D          | E          | F          |
| IT Specialist                      | A11   | MO  | \$4,953    | \$5,214    | \$5,488    | \$5,762    | \$6,050    | \$6,353    |
| Civilian Investigator              |       | PP  | \$2,476.50 | \$2,607.00 | \$2,744.00 | \$2,881.00 | \$3,025.00 | \$3,176.50 |
| Fiscal Specialist                  |       | YR  | \$59,436   | \$62,568   | \$65,856   | \$69,144   | \$72,600   | \$76,236   |
|                                    |       | HR  | \$28.58    | \$30.08    | \$31.66    | \$33.24    | \$34.90    | \$36.65    |
| Police Services Technician         | A54   | MO  | \$4,277    | \$4,502    | \$4,739    | \$4,976    | \$5,225    | \$5,486    |
|                                    |       | PP  | \$2,138.50 | \$2,251.00 | \$2,369.50 | \$2,488.00 | \$2,612.50 | \$2,743.00 |
|                                    |       | YR  | \$51,324   | \$54,024   | \$56,868   | \$59,712   | \$62,700   | \$65,832   |
|                                    |       | HR  | \$24.68    | \$25.97    | \$27.34    | \$28.71    | \$30.14    | \$31.65    |
| Administrative Assistant           | A33   | MO  | \$3,573    | \$3,761    | \$3,959    | \$4,157    | \$4,365    | \$4,583    |
| Police Services Technician         |       | PP  | \$1,786.50 | \$1,880.50 | \$1,979.50 | \$2,078.50 | \$2,182.50 | \$2,291.50 |
|                                    |       | YR  | \$42,876   | \$45,132   | \$47,508   | \$49,884   | \$52,380   | \$54,996   |
|                                    |       | HR  | \$20.61    | \$21.70    | \$22.84    | \$23.98    | \$25.18    | \$26.44    |
| Office Assistant                   | A34   | MO  | \$3,354    | \$3,531    | \$3,717    | \$3,903    | \$4,098    | \$4,303    |
|                                    |       | PP  | \$1,677.00 | \$1,765.50 | \$1,858.50 | \$1,951.50 | \$2,049.00 | \$2,151.50 |
|                                    |       | YR  | \$40,248   | \$42,372   | \$44,604   | \$46,836   | \$49,176   | \$51,636   |
|                                    |       | HR  | \$19.35    | \$20.37    | \$21.44    | \$22.52    | \$23.64    | \$24.83    |
| Police Services Assistant          | A36   | MO  | \$2,994    | \$3,152    | \$3,318    | \$3,484    | \$3,658    | \$3,841    |
|                                    |       | PP  | \$1,497.00 | \$1,576.00 | \$1,659.00 | \$1,742.00 | \$1,829.00 | \$1,920.50 |
|                                    |       | YR  | \$35,928   | \$37,824   | \$39,816   | \$41,808   | \$43,896   | \$46,092   |
|                                    |       | HR  | \$17.27    | \$18.18    | \$19.14    | \$20.10    | \$21.10    | \$22.16    |
|                                    | A39   | MO  | \$2,186    | \$2,301    | \$2,422    | \$2,543    | \$2,670    | \$2,804    |
|                                    |       | PP  | \$1,093.00 | \$1,150.50 | \$1,211.00 | \$1,271.50 | \$1,335.00 | \$1,402.00 |
|                                    |       | YR  | \$26,232   | \$27,612   | \$29,064   | \$30,516   | \$32,040   | \$33,648   |
|                                    |       | HR  | \$12.61    | \$13.28    | \$13.97    | \$14.67    | \$15.40    | \$16.18    |

## **Addendum B**

## Addendum C

### ***Memorandum of Understanding Between City of Longview And Longview Police Support Guild***

The City of Longview Police Department and LPSG, do hereby agree that the following policy has been mutually agreed to for the purpose of clarifying the hours of work and vacation scheduling procedures for the Clerical staff of the Longview Police Department.

#### **Hours of Operation**

The office hours for LPD will be from 8:00 am to 4:00 pm.

The Administrative Assistant will not be used routinely for front desk coverage. Management may call upon the Administrative Assistant to fill in for lunches when one (1) Clerk is off *or in emergency situations*.

#### **Vacation Scheduling:**

With staffing at 4.0 employees, no more than one (1) person in the reception area can be on vacation at a time due to front counter coverage needs. Initial vacation requests will be submitted to the supervisor by January 31 each year and posted during the first five (5) working days in February.

January vacation requests will be granted in the following priority.

\*Full weeks (five (5) consecutive working days including Holidays) take precedent over requests for less than five (5) consecutive working days. For example, if a request is submitted for a full week and another request is submitted for less than a full week which falls during the same time as the full week, the full week will be granted regardless of seniority.

\*Full weeks will be granted by seniority. For example, a request for one or more consecutive full weeks by a senior employee will be granted over a less senior employee's request for one or more consecutive full weeks even if the less senior employee's request is for a longer length of time.

\*Requests for less than five (5) consecutive working days will be granted by seniority.

Vacation requests submitted after January 31 will be approved on a first come first serve basis *regardless of number of days requested. Seniority will take precedent only if two (2) or more employees submit a request on the same date for the same day off.* Management requests that all time off requests after January 31 be

submitted five (5) working days prior, however it is understood that this is not always possible.

In order to facilitate communication about vacation, the Lead Clerk will enter time off into a shared Outlook calendar for staff. In an effort to avoid schedule conflicts, employees should review the time off calendar prior to submitting their request for leave. Once approved, employees' time off will be entered into the Outlook shared calendar. When at all possible the front desk reception staff prefers to work out schedule conflicts in advance.

Part-time employees will be given the first opportunity to work *any additional hours* to fill in for the Clerk on vacation.

Staff may not submit vacation requests for time that exceeds the leave accrual they will have at the time they are requesting off. In the event staffing numbers increase, the number of clerks off at a time will be re-evaluated.

Nothing in this language prohibits management from allowing more than one (1) person off at a time

**Memorandum of Understanding  
Between  
City of Longview  
And  
Police Support Guild**

**February 4, 2015**

**re: CLASSIFICATION ISSUES**

- I. The City will conduct an analysis of the positions in Grade A33 and Grade A34 by or before March 30, 2015 (dependent upon timely submission of PDQs and job descriptions by the incumbents). The City will meet and advise the Guild of its findings and conclusions in a timely fashion. IF grade and wage increases are found to be justified based on new or additional skills and responsibilities required, they will be retroactive to January 16, 2015.
- II. Effective on the 1st payroll following Guild and Council approval of this Labor Agreement, the part-time position currently held by Sue Hopkins will be reclassified from Non-union, Exempt to the Police Support Guild, Fiscal Specialist, Grade A11, at a Step not lower than her current pay level. Sue Hopkins will be subject to the CBA cap on vacation accruals commencing December 31, 2015.
- III. The Police Services Technician/CSO, Cindy Lopez Werth, currently on special assignment to the Police Services Technician/ Evidence duties will receive a rate of ten percent (10%) over her regular rate during such special assignment(s) as determined by the Chief or his/her designee.