

AGREEMENT  
by and between  
CITY OF SEDRO-WOOLLEY, WASHINGTON  
and  
SEDRO-WOOLLEY PUBLIC SAFETY GUILD  
REPRESENTING THE POLICE DEPARTMENT COMMISSIONED EMPLOYEES  
AND FIREFIGHTER CLASSIFICATION  
January 1, 2004 through December 31, 2006

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THIS AGREEMENT is between the City of Sedro-Woolley, Washington (“City”) and the Sedro-Woolley Public Safety Guild, Representing the Police Department Commissioned Employees and Firefighter classification, (“Guild”).

**ARTICLE 1 RECOGNITION, GUILD MEMBERSHIP AND PAYROLL DEDUCTION**

1.1 Recognition - The City recognizes the Guild as the sole and exclusive collective bargaining representative for the Police commissioned employees of the City performing work within the Sedro-Woolley Police Department, and employees in the Firefighter classification in the Sedro-Woolley Fire Department, excluding the classification of Chief, Assistant Chief, Police Lieutenant or any employee serving in an exempt capacity per Chapter 41.56 RCW for the Sedro-Woolley Police Department.

1.2 Membership - It shall be a condition of employment that all employees covered by this Agreement who are now members of the Guild or become members after the effective date of this Agreement, remain members in good standing during the term of this Agreement or otherwise comply with the provisions of this article.

1.3 Time Limit and Options - New employees hired during the term of this Agreement shall within thirty (30) days of their hire-in date:

- 1) Become a member of the Guild and pay the dues, fees, and costs required of membership; or
- 2) In the case of employees who cannot pay such charges as a result of religious convictions, they shall pay an amount equivalent to regular Guild dues and initiation fee to a nonreligious charity mutually agreed upon by the Guild and the employee. This provision shall only apply in cases where the employee is prohibited or discouraged from becoming a Guild member by bona fide personal religious tenets, or by teachings of the religious body of which the employee is a member. Proof of payment shall be furnished to the Guild for all charity payments.

1.4 Service Fee - Any time an employee may agree to pay to the Guild an amount equal to the dues, fees and costs required of Guild membership, in which case, the employee would not be required to join the Guild.

1.5 Dues Deduction - The City agrees to deduct from the paycheck of each employee who has so authorized it, the regular monthly dues or costs uniformly required by the Guild. The amounts deducted shall be transmitted monthly to the Guild on behalf of the employee involved. Written authorization to deduct dues or service charge shall be made by the employee on a form prescribed by the City. Requests for changes in deduction of dues may not exceed two (2) per year.

1.6 Non-Compliance - The Guild agrees that the City shall not terminate any employee under any provision of this article until written notification is provided by the Guild to the City that an employee has failed to pay the required initiation fee, dues, service charge, charity payments in lieu thereof, or provide proof of payment to such charity or otherwise comply with the provisions of this article, and until after the employee has had a reasonable period of time within which to comply with such requirements.

1.7 Upon receiving notice of failure to comply with the provisions of this article, the City and the Guild shall immediately meet to review the case and decide on action to be taken to secure compliance, or in the event of intentional noncompliance, determine the termination date for the employee who willfully refuses to comply. Unless due to the employer's negligence, the Guild agrees to hold the City harmless from claims, causes or complaints arising out of the termination of employment of any employee pursuant to the provisions hereof.

1.8 During the term of this Agreement if the uniformed Fire Department employees that are represented by the Guild wish to change collective bargaining representatives and be represented by the IAFF, neither the City nor the Guild will oppose such choice by the uniformed Fire Department employees. If such choice is made then at the point in time that such choice is made then whatever salary schedule steps are in effect for the uniformed Fire Department employees are the salary schedule steps that the parties (IAFF and the City) will negotiate from.

## **ARTICLE 2 GUILD RIGHTS**

2.1 Discrimination - The City shall not interfere with the rights of employees to become members of the Guild, and there shall be no discrimination, interference, restraint, or coercion by the City or City representative against an employee because of Guild membership or because of employee activity in an official capacity on behalf of the Guild.

2.2 Guild Activity - No Guild member or officer shall conduct any Guild business on City time, and no Guild meeting will be held on City time, except with the permission of the Chief or designee.

2.3 The Employer agrees that any employee serving as a Guild representative or on a negotiating committee, shall be allowed to conduct Guild business with the Employer during working hours without loss of pay.

2.4 Strikes - The Guild agrees there shall be no strikes, slowdowns, stoppage of work or interference with the efficient management of the Police Department during the life of this Agreement.

2.5 Should any job action occur, employees shall be required to cross an established picket line to perform emergency activities. The City agrees to meet with the Guild to establish temporary procedures during non-emergency situations.

2.6 A Guild bulletin board will be provided for official Guild business only. The Guild shall not post any materials which are obscene, defamatory or impair the operations of the Police Department, Fire Department, or the City.

### **ARTICLE 3 PROBATION PERIOD, LAYOFF, RECALL AND JOB VACANCIES**

3.1 Probation Period - An entry level employee shall be subject to a one (1) year probation period from the date of graduation from the academy as established by the Sedro-Woolley Civil Service Commission. A lateral transfer shall be subject to a one (1) year probation period as established by the Sedro-Woolley Civil Service Commission, commencing with the employee's most recent date of hire. During this period, the employee is working on a trial basis, subject to dismissal at any time at the sole discretion of the Chief or designee. The City shall not discharge or otherwise discipline an employee for protected Guild activity as or otherwise discipline an employee for protected Guild activity as provided by law. The employee discharged during his or her probation period has no recourse through a grievance procedure.

3.2 Layoff - The City recognizes the principle of seniority. Seniority means that period from the employee's most recent first day of compensated work for the City in a position covered by this agreement.

3.2.1 An employee's seniority can be broken so that no prior period of employment is counted. The employee's seniority shall cease upon:

- Justifiable discharge;
- Voluntary quit;
- Failure of the employee to return to work after expiration of a temporary disability leave;
- Leaving the bargaining unit to accept a position with the City outside of the bargaining unit;
- Failure of the employee to notify the City of his willingness to return to work upon recall from an indefinite layoff within seven (7) calendar days after receipt of written notice from the City at his last know address appearing on the City's records; and
- Layoff (a reduction - in - force) exceeding twelve (12) months.

3.3 In layoff, recall, and filling permanent job vacancies the City shall consider an employee's length of continuous service in a position covered by this agreement and the employee's ability to perform the duties required in the job. In applying this provision it

is the intent to provide qualified employees with opportunities for promotion and the City with efficient operations.

3.3.1 In case of a layoff, the employee with the shortest length of continuous service in a position covered by this agreement, shall be laid off first. However, the City may layoff by classification rather than seniority if the employee with the greater seniority is not qualified to perform the duties of the employee with less seniority. The City shall provide two weeks written notice to an employee prior to layoff.

3.4 In the case of recall, those employees laid off last shall be recalled first. An employee on layoff must keep both the City and the Guild informed of the address and telephone number where he or she may be contacted.

3.4.1 When the City is unable to contact an employee who is on layoff for recall, the City shall notify the Guild in writing. If neither the Guild nor the City are able to contact the employee within seven (7) calendar days from the time the Guild is notified, the City's obligation to recall the employee shall cease. The City shall have no obligation to recall an employee after he has been on continuous layoff for a period of one year. Should an employee not return to work within seven (7) calendar days after recall the City shall have no further obligation to the employee to recall.

#### **ARTICLE 4 HOURS OF WORK, OVERTIME AND PREMIUM PAY**

4.1 Hours of Work - A regular shift shall be eight (8) or ten (10) consecutive hours in any day. The Work week shall consist of five (5) consecutive shifts of eight (8) hours or four (4) consecutive shifts of ten (10) for a total of forty (40) hours, which includes all sick leave.

4.2 Scheduling - The establishment of work schedules and starting times is vested solely within the purview of the Employer and may be changed to meet the needs of effective law enforcement, provided prior notice of seven (7) calendar days is given, except where precluded by an emergency or beyond department control.

4.3 Split Shifts - There shall be no scheduling of split shifts except in case of extreme emergency. Shifts will return to the established schedule when the emergency ceases to exist.

4.4 Overtime - Time worked in excess of forty (40) hours in one (1) week shall be paid at one-and-one-half (1-1/2) times the employee's regular straight time hourly rate of pay. The regular straight time hourly rate of pay shall be determined by dividing the employee's regular monthly salary by one hundred seventy three and one-third (173.33) hours.

4.4.1 For those employees whose work week is five (5) consecutive eight (8) hour shifts, the sixth (6<sup>th</sup>) consecutive shift within a seven (7) day work period shall be paid at the rate of one-and-one-half (1-1/2) times the employee's regular straight time hourly rate of pay; additional consecutive shifts shall be paid at two (2) times the employee's regular straight

time hourly rate of pay until a work shift is scheduled off by the Police Chief or designee. Such scheduled break shall require a twelve (12) hour notice to the employee.

4.4.2 For those employees whose work week is four (4) consecutive ten (10) hour shifts, the fifth (5<sup>th</sup>) consecutive shift within a seven (7) day work period shall be paid at the rate of one-and-one-half (1-1/2) times the employee's regular straight time hourly rate of pay; additional consecutive shifts shall be paid at two (2) times the employee's regular straight time hourly rate of pay until a work shift is scheduled off by the Police Chief or designee. Such scheduled break shall require a twelve (12) hour notice to the employee.

4.4.3 The Employer shall not change scheduled shifts without notice being given to the employee per Article 4.2 for the purpose of avoiding overtime payment.

4.5 Emergency Call Back - If an employee of the Police Department is contacted to respond to an emergency the employee shall respond immediately.

4.5.1 Employees called back to duty between shifts (at least two (2) hours before beginning or after ending a scheduled shift) shall be compensated for a minimum of two (2) hours at their regular straight time hourly rate of pay. Overtime shall be accumulated in fifteen (15) minute increments for each hour or fraction of an hour spent. This shall also apply if an employee is scheduled for a shift and sent home due to a schedule change.

4.5.2 If an employee is called in on a regularly scheduled day off, the employee shall be paid one-and-one-half (1-1/2) times their regular straight time hourly rate of pay. Overtime shall be accumulated in fifteen (15) minute increments for each hour or fraction of an hour spent. Employees shall be paid a minimum of four (4) hours at their regular straight time hourly rate of pay.

4.5.3 The City agrees that no employee of the police department shall be required to wear a pager. In the event that the City requires the employee to wear a pager, the City and the Guild will negotiate an appropriate rate of pay. Should the City and the Guild not be able to agree on an appropriate rate, the parties shall ask for the assistance of the PERC commission to help determine such a rate.

4.6 Court Time - Court time and time required for conferences and/or consultations in preparation for court proceedings outside of the employee's regularly scheduled shift shall be paid at one-and-one-half (1-1/2) times the employee's regular straight time hourly rate of pay. When an employee is called for court on a regularly scheduled day off, the employee shall be paid for a minimum of four (4) hours at the employee's regular straight time hourly rate of pay, or one-and-one-half (1-1/2) times the employee's regular straight time hourly rate of pay.

4.7 Shift Differential – Employees working between the hours of seven o'clock (7:00) p.m. and seven o'clock (7:00) a.m. shall receive forty-five cents (\$0.45) per hour in addition to their regular straight time hourly rate of pay.

4.8 Detective Differential - Employees assigned to the duty of detective shall receive or each month assigned, a premium of one hundred dollars (\$100) per month.

4.9 Compensatory Time - In lieu of paid overtime, an employee may choose to accrue compensatory time off to be utilized upon the request of the employee subject to scheduling by the Police Chief or designee. Compensatory time may be accumulated for up to sixty (60) hours. Compensatory time usage and accrual shall be limited to one hundred twenty (120) hours per year. Each December 31 all compensatory time on the books shall be automatically cashed out and paid to the employee. Compensatory time shall be converted at the appropriate rate prior to placement in the Compensatory time bank. (Example: One (1) hour overtime at time and one half (1-1/2) equals one and one half (1-1/2) hours added to the Compensatory Bank.) An employee shall be paid for accrued compensatory time upon resignation or termination, however, it is agreed that prior to retirement employees shall use any accrued compensatory time prior to their retirement date.

4.10 Shift Trade - The City and the Guild agree that the changing or trading of shifts amongst employees is an acceptable practice, as long as such trade does not place an employee in an overtime situation except when the change was clearly and already an overtime situation.

4.11 Use of Reserves - Prior to assigning a reserve officer to fill in for a regular officer, the Employer shall attempt to contact those regular officers who are on their day off. If no regular officer elects to work the shift, the Employer may assign the shift to a reserve officer.

## **ARTICLE 5 WAGES**

5.1 The classifications of work and wage scales for employees covered by this Labor agreement shall be as set forth in Appendix "A" of this Agreement and is incorporated by reference.

## **ARTICLE 6 HOLIDAYS**

6.1 **Holidays for shift employees** - In lieu of holidays, the City will pay eighty (80) hours at the straight time rate to all employees working shifts and covered by this agreement. In addition to the pay in lieu of holidays the city will grant sixteen hours of time off as floating holidays which the employee may take at the employee's discretion and approval of the Chief of Police or designee. These floating holiday hours shall not carryover to the next year (December 1 – November 30) and may not be cashed out.

6.1.1 Holiday pay shall be issued once yearly on the same payroll check that is issued for the payroll period ending November 30th . No draws of holiday pay shall be allowed. Holiday pay shall be paid for holidays earned through November of each contract year and those holidays earned after November shall be paid the following year.

6.1.2 If an employee severs employment for any reason stated in section 3.2.1 prior to the holiday payment, the benefit will be prorated to the date of termination. New employees holiday pay will be prorated from the date of hire.

6.1.3 New employees working for a period of less than six (6) months prior to the November payment will be entitled to use only eight (8) hours of time off as a floating holiday.

6.2 **Holidays for non-shift employees** - Non-shift employees shall receive the following holidays off with eight (8) hours compensation at their regular straight-time hourly rate of pay.

New Year's Day	1st day of January
Martin Luther King's Birthday	3rd Monday of January
President's Day	3rd Monday of February
Memorial Day	Last Monday of May
Independence Day	4th of July
Labor Day	1st Monday of September
Veteran's Day	11th day of November
Thanksgiving Day	4th Thursday of November
Day Following Thanksgiving	Day following Thanksgiving
Christmas Day	25th of December
Day Following Christmas	26th of December unless it falls on a Saturday or Sunday
Floating Holiday to be taken at employee's discretion and approval of the chief of Police or designee.	

6.2.1 If a holiday occurs while an employee is on vacation or sick leave, the holiday shall not be charged to such vacation or sick leave.

6.2.2 If the date of any of the fore-referenced holidays should be changed, the new date shall be deemed a holiday, and a holiday falling on Sunday shall be observed the following Monday. A holiday falling on a Saturday shall be observed on the preceding Friday. Any day or portion thereof designated as a holiday by the Employer shall be recognized as a holiday under this Article.

6.2.3 Employees required to work on a holiday shall be paid at two (2) times their regular straight time hourly rate of pay for all hours worked.

6.2.4 Should an employee terminate prior to completing the current year of service, the floating holiday shall be paid on a pro-rated basis.

## **ARTICLE 7 VACATIONS**

7.1.1 Employees in the bargaining unit shall accrue vacation in accordance with the following schedule. Vacation leave is accrued but may not be taken until the employee has completed six (6) months of continuous service.

COMPLETED YEAR	HOURS PER MONTH	HOURS PER YEAR
0 through 4	8.0	96

5 through 9	10.0	120
10 through 14	13.36	160
15 th year	14.0	168
16 th year	14.64	176
17 th year	15.36	184
18 th year	16.0	192
19 th year	16.64	200

7.1.2 An employee must use vacation leave in hourly increments. Vacations shall be scheduled in advance and shall be approved by the Police Chief or designee. Vacations shall be scheduled so that it does not disrupt the normal operations of the Employer. Departmental seniority shall prevail if conflicts arise in vacation scheduling.

7.1.3 Earned vacation shall be allowed to accrue eighty (80) hours over the previous year's allotment, but in no case will an employee be allowed to cash out vacation accrued over two hundred forty (240) hours.

7.1.4 Utilization of accrued vacation for an emergency nature shall be approved on a case by case basis.

## **ARTICLE 8 SICK LEAVE/MATERNITY LEAVE/OTHER LEAVES**

8.1 LEOFF I EMPLOYEES - In lieu of applying for disability leave as provided under R.C.W. 41.26, LEOFF I employees may go on sick leave for up to forty (40) hours for short term illness or injury.

8.2.1 LEOFF II EMPLOYEES - All employees hired after October 1, 1977, who are not eligible for LEOFF I benefits shall be entitled to sick leave to be used in the event the employee is sick or injured.

8.2.2 In addition such employee shall accrue leave at the rate of eight (8) hours per month of consecutive and continuous employment, up to a maximum accrual of one thousand four hundred forty (1,440) hours for use for any recognized sick leave. Upon the death or retirement of an employee, such employee or their beneficiary shall receive twenty-five percent (25%) of the then accrued and unused sick leave in cash in addition to the last regular paycheck due such employee.

8.2.3 Employees may use vacation or other earned compensatory time to supplement sick leave if the employee has used all of his accrued sick leave.

8.2.4 Employees may use accumulated sick leave to care for dependents due to illness, injury or preventative health care when the employee's attendance is required. Employees will be granted use of sick leave up to a maximum of forty (40) hours for each occurrence and may be extended by the Employer in an emergency situation.

8.2.5 For the purposes of section 8.2.4 dependents shall include: Spouse, son, daughter, foster child, dependents recognized for Federal Income Tax purposes and allowed by IRS, and persons who reside in the same home who have reciprocal and

natural and/or moral duties to and do provide support for one another. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or commune.

8.2.6 SICK LEAVE DURING VACATION - When a condition listed under Section 8.2.1 or 8.2.4 arises while the employee is on vacation leave, the employee shall be granted accrued sick leave as provided above, provided the employee notifies the employer immediately, and a physician's certificate shall be furnished upon the Employer's request.

8.3 Employees are required to notify the Chief or designee a minimum of one (1) hour prior to his/her shift beginning. If the employee uses sick leave for two (2) or more consecutive shifts the employee is required to advise the Police Chief of the nature of his or her illness or injury and may be required to provide a written statement from the treating physician to the Police Chief. An employee proven to misuse sick leave privileges shall be subject to immediate disciplinary action which may include termination.

8.4 MATERNITY LEAVE - an employee requesting maternity leave shall give written notice to the Employer as far in advance as possible. Written requests for maternity leave shall include:

1. Anticipated date of birth
2. Estimated date leave is to begin
3. Estimated date of return from leave

8.4.1 The employee may continue to work until, in the judgment of the Employer and the employee's physician, her work or her health is impaired by her condition.

8.4.2 Earned sick leave use will be granted from the date of leave up to thirty (30) calendar days following the child's birth. Any sick leave beyond thirty (30) calendar days following the child's birth must be certified by a physician stating that the employee is unable to perform her normal duties as an employee because of her health or disability.

## **ARTICLE 9 BEREAVEMENT LEAVE/OTHER LEAVES**

9.1.1 When death occurs to a member of the employee's immediate family, the employee shall be granted the necessary time off, not to exceed three (3) consecutive days, for making arrangements and attending the funeral. In special circumstances and where travel distances require additional time, the Chief or designee may grant an additional two (2) days off.

9.1.2 Members of an employee's immediate family are limited to the employee's spouse, sons, daughters, mother, father, brothers, sisters, step-children and step-parents, grandparents, grandchildren, or like relatives of the employee's spouse, and persons who reside in the same home, who have reciprocal and natural and/or moral duties to and do provide support for one another.

9.1.3 The employee shall notify and make arrangements with the Employer for any requested bereavement leave.

9.2 OTHER LEAVES - Leave without pay or benefits shall be granted to employees who have exhausted sick leave, annual vacation and industrial insurance (where applicable), for the following reasons:

1. Serious illness exceeding thirty (30) calendar days.
2. Serious illness in the immediate family.
3. Non-work related accident or illness requiring an absence from work.
4. Occupational injury and/or accident or illness.

9.2.1 Requests for leave without pay or benefits must be in writing.

9.2.2 Leave shall only be granted for the period of disability and shall not exceed one (1) year unless otherwise specified.

## **ARTICLE 10 JURY DUTY**

10.1 An employee called for jury duty shall be compensated at his or her regular straight time rate for the difference between the jury fee received and the actual hours lost from work, not to exceed eight (8) hours per day excluding reimbursement by the court for mileage and meals.

## **ARTICLE 11 - HEALTH AND WELFARE**

11.1 For the term of this Agreement, employee and dependent health and welfare coverage will be provided through the Association of Washington Cities Regence Blue Shield Medical Plan A, Washington Dental Service Plan A and Vision Service Plan (no deductible). For the term of this Agreement, the employee shall contribute to the cost of these insurance premiums through payroll deduction as follows:

Single	\$20.00 per month
2-Party	\$40.00 per month
Family	\$50.00 per month

The employee's contribution to insurance premiums shall be paid through the City's IRC section 125 plan.

11.2 Long Term Disability Insurance - The City agrees to pay \$10.00 per LEOFF II employee towards the cost of a long term disability plan. Such plan to be mutually agreed upon by both parties.

## **ARTICLE 12 UNIFORM ALLOWANCE/EQUIPMENT**

12.1 All uniforms and protective clothing required to be worn by an employee shall be purchased by the City. The Equipment and Uniform items covered by this agreement shall be as set forth in Appendix "B" of this Agreement and is incorporated by reference.

12.1.1 Employees shall be held accountable for all such items issued to the employee by the City. Items which become worn out, lost, or destroyed as a direct result of the proper performance of the employee's duties, or as result of an occurrence, shall be replaced by the City. If said items become lost or mutilated as a result of an employee's willful negligence or intentional act, they shall be replaced by the employee.

12.1.2 All equipment issued by the City to each employee shall remain the property of the City.

12.1.3 For advisory purposes only a four person board comprised of two (2) members selected by the Guild and two (2) members selected by the Employer shall be established for the purpose of recommending new equipment acquisition and recommended guidelines and regulations governing uniforms worn by employees.

12.1.4 The employer shall pay for the cleaning of two (2) uniform shirts and two (2) uniform pants per week for uniformed personnel. The employer shall pay for the cleaning of two (2) suits worn by the detective per month as needed. Additional cleaning of uniform items and clothing worn in the line of duty may be approved by the Police Chief or designee on an individual basis.

12.1.5 The employer shall pay for repair or replacement of employee's personal property reasonable and necessarily worn or carried by an employee, when such property is stolen, damaged, or destroyed as a direct result of the employee's performance of his official duties. Payment shall not be approved if the willful negligence or wrongful conduct of the employee was a contributing factor to the loss.

12.2 Police officers, sergeants and detectives are currently assigned one (1) vehicle per officer. Each assigned vehicle may be taken home, when the officer lives north of the Skagit River and within a three (3) mile radius of the City Hall. Any officer living outside this boundary must leave his/her vehicle in an assigned parking space at City Hall.

12.3 Unsafe Vehicles. No employee of the police department will be required to drive an unsafe vehicle. If in the judgment of the employee, or the City a vehicle is deemed to be unsafe, the City agrees to the following: As soon as is practical, so as not to endanger the safety of the employee or the public the vehicle in question will be inspected by a qualified mechanic. The vehicle will be repaired, adjusted or removed from service, as needed. The City and the Guild agree that mileage alone shall not be a determining factor in a vehicle being safe or unsafe.

## **ARTICLE 13 ACCIDENT OR INJURY REPORT**

13.0 It is the responsibility of the employee to report all injuries, regardless of severity, to the officer in charge, who shall write a report during the shift, and file it with the Chief immediately.

## **ARTICLE 14 RESIDENCE AND RESPONSE TIME**

14.0 Due to the need for emergency response, employees of the Sedro-Woolley Police Department shall establish their permanent residence within a twenty (20) minute response time to the City of Sedro-Woolley Police Department Offices. The time shall begin when the police officer enters his vehicle and checks in by radio, and terminates upon arrival at the police department. Employees are currently working for the City as of January 1, 1993, living outside the twenty (20) minute response time are exempt from the above requirement, unless the employee moves from the employee's existing residence. A current employee shall not move into a new residence located outside the response time area. Failure to comply with this section shall be cause for immediate termination of employment with the City of Sedro-Woolley subject to applicable statutes.

## **ARTICLE 15 OUTSIDE EMPLOYMENT**

15.0 Employees are prohibited from engaging in outside employment or being involved in a business activity which would adversely affect, hinder or impair the employee's performance or effectiveness as a Police Officer or the ability of the Police Department from performing its duties as determined by the Chief. The employee shall report to the Chief in writing all outside employment or business activities.

## **ARTICLE 16 DISCIPLINE AND DISCHARGE**

16.1 The Employer may discharge or suspend an employee for just cause, but no employee shall be discharged or suspended unless a written warning notice shall previously have been given to such employee of a complaint against him/her concerning his/her work or conduct, except that no such prior warning notice shall be necessary if the cause for discharge or suspension is theft, use of alcohol or other drugs per Appendix "D", or conviction of a crime.

16.1.1 An employee shall sign all items placed in their personnel file.

16.2 The City shall follow guidelines established by Appendix "C" Police Officers Bill of Rights" in an effort to ensure investigations of employees are conducted in a manner which is conducive to good order and discipline and in keeping with the provisions of the Civil Service Commission Rules.

16.3 An employee wishing to appeal a disciplinary decision or other matter under the jurisdiction of the Civil Service Commission waives the right to take the same issue through the grievance procedure of the labor agreement.

## **ARTICLE 17 GRIEVANCE**

17.1 A grievance means a dispute or disagreement raised by an employee of the bargaining unit against the City. Grievances shall be limited to those disputes or disagreements involving the interpretation and application of the provisions of this agreement. It is specifically understood that matters governed by Civil Service rules and regulations shall not be considered grievances and subject to the grievance procedures within the agreement.

17.2 Grievances shall be processed and settled in the following manner:

STEP 1. The employee, group of employees, and/or Guild representative, who have an alleged grievance shall present the grievance to the employee's immediate supervisor within ten (10) calendar days of its occurrence or the date the employee should have reasonably known of its occurrence or the grievance shall not be subject to the grievance procedure. The supervisor shall only attempt to resolve grievances within their immediate control and shall notify the Chief of all grievances filed. If the immediate supervisor cannot resolve the grievance or if it is outside his or her control then he or she shall submit in writing his or her decision to the employee within ten (10) calendar days. If not resolved, the grievance shall proceed to STEP 2.

STEP 2. If the grievance was not resolved in STEP 1, the Guild shall submit the grievance in writing to the Police Chief within ten (10) calendar days. The written statement shall include the section(s) of the agreement allegedly violated, the facts as known, and the remedy sought. The Chief shall notify the Guild of his/her response in writing within ten (10) calendar days.

STEP 3. If the grievance was not resolved in STEP 2, the Guild may refer the grievance in writing together with all other pertinent material to the Mayor within ten (10) calendar days. The Mayor shall notify the Guild in writing of the decision of the City within ten (10) calendar days.

STEP 4. The Guild may appeal an adverse decision of the Mayor to a neutral arbitrator. In the event that the parties cannot agree on a neutral arbitrator within ten (10) working days, they shall petition the Public Employment Relations Commission to submit a list of eleven (11) arbitrators. The parties shall alternatively strike names until one (1) name remains on the list. The order of striking of names shall be determined by a coin toss. The remaining name shall serve as the impartial arbitrator who shall conduct a hearing and issue a decision which shall be final and binding upon all parties to the dispute. The arbitrator may only render a decision on issues addressed within this Agreement and shall have no power to add to, subtract from, alter, amend or change any provision of this Agreement.

17.3 Each party shall bear the expense of presenting its own case. The expenses of a Public Employment Relations Commission hearing officer shall be born equally by the City and the Guild.

17.4 At any step of the grievance procedure, time limits may be extended by mutual written agreement of the parties. The parties may also mutually agree in writing to waive a grievance to any step in the grievance procedure.

17.5 Failure to process the grievance to the next step within the established time limits shall constitute a resolution of the grievance based on Management's last response.

## **ARTICLE 18 MANAGEMENT RIGHTS**

18.1 The Guild recognizes the prerogative of the City to operate and manage the municipal services in the most efficient, effective manner.

18.2 The Guild recognizes the exclusive right of the City to establish reasonable rules and policies for the operation of its business. The City agrees to appraise the Guild of all such rules and policies and changes thereto as they are adopted or amended.

18.3 The Guild recognizes the exclusive right of the City to establish methods and means of providing municipal services, to increase, diminish or change municipal equipment, including the introduction of new, improved or automated methods or equipment.

18.4 The Guild recognizes the exclusive right of the City to assign employees to specific jobs within the bargaining unit in accordance with their job classification or title.

## **ARTICLE 19 MATTERS COVERED AND COMPLETE AGREEMENT**

19.1 The parties agree that this document contains the complete agreement on all bargainable issues.

19.2 For purposes of applying the provisions of this Agreement to the Firefighter classification, all references to "Police Chief" or "Chief" shall mean "Fire Chief", and all references to "Police Department" or "Department" shall mean "Fire Department".

19.3 The following provisions of this Agreement shall not apply to employees in the Firefighter classification:

- 1) Section 4.5.1 (Call back between shifts)
- 2) Section 4.5.2 (Call back on days off)
- 3) Section 4.7 (Shift differential)
- 4) Section 4.11 (Use of Reserves)

## **ARTICLE 20 SEPARABILITY AND SAVINGS**

20.1 Should any provision of this Agreement or the application of such provision be rendered or declared invalid by a court of final jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

**ARTICLE 21 DURATION**

21.1 This Agreement is effective January 1, 2004, and shall remain in full force and effect through December 31, 2006, and shall remain in effect during the course of negotiations on a successor Labor Agreement. The parties shall attempt to commence negotiations on proposed amendments to this Agreement which would become effective following the expiration of this Agreement, by no later than August 1, 2006.

Dated this \_\_\_\_\_ day \_\_\_\_\_,  
2005

SIGNED:

Sedro-Woolley Public Safety Guild  
Negotiating Committee

\_\_\_\_\_  
Doug Salyer

\_\_\_\_\_  
Tom Lazaron

\_\_\_\_\_  
Tamara Blunt

\_\_\_\_\_  
Derrick Youngquist

SIGNED:

\_\_\_\_\_  
Sharon D. Dillon  
Mayor  
City of Sedro-Woolley

ATTEST:

\_\_\_\_\_  
Patsy K. Nelson  
City Clerk-Treasurer

APPENDIX "A"  
to the  
AGREEMENT  
By and Between  
CITY OF SEDRO-WOOLLEY, WASHINGTON  
and  
SEDRO-WOOLLEY PUBLIC SAFETY GUILD  
REPRESENTING THE POLICE DEPARTMENT COMMISSIONED EMPLOYEES  
AND FIREFIGHTER CLASSIFICATION  
January 1, 2004 through December 31, 2006

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THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF SEDRO-WOOLLEY, WASHINGTON, ("Employer"), and SEDRO-WOOLLEY PUBLIC SAFETY GUILD, ("Guild").

A.1 Effective January 1, 2004, the classifications of work and the monthly rates of pay for each classification covered by Agreement shall be as follows:

<b><u>CLASSIFICATION</u></b>	<b><u>Step A</u></b> <b>00-03m</b>	<b><u>Step B</u></b> <b>03-12m</b>	<b><u>Step C</u></b> <b>13-24m</b>	<b><u>Step D</u></b> <b>25-36m</b>	<b><u>Step E</u></b> <b>37 + m</b>
Police Officer	3,454	3,654	3,855	3,933	4,257
Firefighter	3131	3,317	3,494	3,565	3,859
	<b>00-06m</b>	<b>06-12m</b>			
Police Sergeant	4,582	4,628	4,674	4,721	4,768

A.1.1 The step rates identified in section A.1 shall become effective on the employee's anniversary date.

A.2 Effective January 1, 2005, the classifications of work and the monthly rates of pay for each classification covered by Agreement shall be as follows:

<b><u>CLASSIFICATION</u></b>	<b><u>Step A</u></b> <b>00-03m</b>	<b><u>Step B</u></b> <b>03-12m</b>	<b><u>Step C</u></b> <b>13-24m</b>	<b><u>Step D</u></b> <b>25-36m</b>	<b><u>Step E</u></b> <b>37+m</b>
Police Officer	3,558	3,764	3,971	4,051	4,385
Firefighter	3,303	3,499	3,686	3,761	4,071
	<b>00-06m</b>	<b>06-12m</b>			
Police Sergeant	4,719	4,767	4,814	4,863	4,911

A.2.1 The step rates identified in section A.2 shall become effective on the employee's anniversary date.

A.3 Effective January 1, 2006, the classifications of work and the monthly rates of pay for each classification covered by Agreement shall be as follows:

<u>CLASSIFICATION</u>	<u>Step A</u> 00-03m	<u>Step B</u> 03-12m	<u>Step C</u> 13-24m	<u>Step D</u> 25-36m	<u>Step E</u> 37+m
Police Officer	3,665	3,877	4,090	4,173	4,517
Firefighter	3,493	3,700	3,898	3,977	4,305
	<b>00-06m</b>	<b>06-12m</b>			
Police Sergeant	4,861	4,910	4,958	5,009	5,058

A.3.1 The step rates identified in section A.3 shall become effective on the employee's anniversary date.

A.4 Longevity. In addition to the rates of pay identified in Section A.1 each employee who is qualified shall received longevity pay based on the following years of service:

<u>YEARS OF SERVICE</u>	<u>MONTHLY LONGEVITY</u>
Beginning 5th	\$17.50 per month
Beginning 6th	\$21.00 per month
Beginning 7th	\$24.50 per month
Beginning 8th	\$28.00 per month
Beginning 9th	\$31.50 per month
Beginning 10th	\$35.00 per month
Beginning 11th	\$38.50 per month
Beginning 12th	\$42.00 per month
Beginning 13th	\$45.50 per month
Beginning 14th	\$49.00 per month
Beginning 15th	\$52.50 per month
Beginning 16th	\$56.00 per month
Beginning 17th	\$59.50 per month
Beginning 18th	\$63.00 per month
Beginning 19th	\$66.50 per month
Beginning 20th	\$70.00 per month

A.5 Field Training Officers. In addition to the wages set forth in A.3 officers assigned as a Field Training Officer shall receive an additional One Hundred Fifteen Dollars (\$115.00) per month. The additional amount shall be paid only while serving as a FTO. The City shall pro rate pay for partial months served.

A.6 Lateral Entry. Lateral Police Officers shall be hired in at Step C of the wage scale.

A.7 Minimums. It is understood that this Agreement represents minimums with respect to wages and other conditions of employment and does not prevent the Employer from allowing merit increases or affecting more favorable benefits and working conditions.

A.8.1 Employees shall be eligible for reimbursement for meals during work related travel involving less than twenty-four (24) hours up to the following limits:

Breakfast      \$ 8.00 + sales tax + 15% gratuity

Lunch            \$10.00 + sales tax + 15% gratuity

Dinner           \$18.00 + sales tax + 15% gratuity

Receipts shall be submitted to the City Clerk-Treasurer in order to receive reimbursement.

A.8.2 Employees shall be eligible for a per diem of \$36.00 per day for work related travel involving more than 24 hours. A per diem of \$36.00 shall be paid by the City for each twenty-four (24) hour period beginning from the time the employee leaves the City to the time the employee enters the City. If I.R.S. regulations require it, the amount of the per diem shall be reported as income to the employee. If not required by the I.R.S. regulations, such per diem amounts will not be reported as employee income.

A.9 The City will pay \$15.00 per month per participating Police or Fire Department employee towards the cost of fees for use of the Murdock Mall physical training room or a comparable facility. The balance of the program cost will be paid by the Police or Fire department employee who voluntarily participates in the program.

APPENDIX "B"  
to the  
AGREEMENT  
By and Between  
CITY OF SEDRO-WOOLLEY, WASHINGTON  
and  
SEDRO-WOOLLEY PUBLIC SAFETY GUILD  
(Representing the Police Department Commissioned Employees and Firefighters  
Classification)  
January 1, 2004 through December 31, 2006

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THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF SEDRO-WOOLLEY, WASHINGTON, hereinafter referred to as the Employer, and SEDRO-WOOLLEY PUBLIC SAFETY GUILD, herein after referred to as the Guild.

UNIFORMS AND EQUIPMENT

B.1 It shall be the City's responsibility to provide to all Police Officers on an "as needed" basis all or part of the following uniform and equipment:

UNIFORM

Number Issued	Item	Issued To
1	Badge Shirt	P/O, Sgt., Detective
1	Badge (flat)	P/O, Sgt., Detective
3	Shirts L/S	P/O, Sgt., Detective
3	Shirts S/S	P/O, Sgt., Detective
3	Trousers	P/O, Sgt., Detective
1	Base Ball Style Cap	P/O, Sgt., Detective
1	Tie	P/O, Sgt., Detective
1	Tie Bar	P/O, Sgt., Detective
1	Utility Jacket	P/O, Sgt., Detective
1	Uniform Belt	P/O, Sgt., Detective
1	Protective Vest	P/O, Sgt., Detective
1	Pair of boots or shoes (Not to exceed \$225)	P/O, Sgt., Detective
1	Pair of gloves	P/O, Sgt., Detective
1	Raincoat	P/O, Sgt., Detective
1	Coveralls	P/O, Sgt.
Variable	Departmental Insignias (for like Number of Uniforms issued)	
1	Name Tag	P/O, Sgt., Detective

## EQUIPMENT

Number Issued	Item	Issued To
1	Handgun	P/O, Sgt., Detective
1	Handcuffs	P/O, Sgt., Detective
1	Handcuff case (single/double)	P/O, Sgt., Detective
1	Gun belt	P/O, Sgt., Detective
1	Gun holster	P/O, Sgt., Detective
1	Flashlight holder	P/O, Sgt., Detective
1	Key holder	P/O, Sgt., Detective
1	Badge case & ID card	P/O, Sgt., Detective
1	Mini-light	P/O, Sgt., Detective
1	Portable Radio	P/O, Sgt., Detective
1	Chemical Spray	P/O, Sgt., Detective

B.2 It shall be the City's responsibility to provide the Firefighter on an "as needed" basis all or part of the following uniform and equipment with cleaning services.

## UNIFORM

Number Issued	Item
3	Dark blue work shirts
2	Light blue dress shirts
3	Dark blue pants
3	Dark blue T-shirts
1	Pair of shoes/boots (max \$300)
1	Dark blue tie
1	Webb belt
1	Work jacket w/reflective striping
1	Coveralls

## EQUIPMENT

Number Issued	Item
1	PBI Jacket w/reflective striping and leather cuffs, shoulders, elbows and radio pocket
1	PBI pants w/reflective striping and leather cuffs and pocket with suspenders
1	Shoulder length PBI hood
1	Helmet w/face shield and ear flaps
1	Pair of leather gloves
1	Pair of fire fighting boots w/steel toe

All would be issued with the appropriate name tags and badges.

APPENDIX "C"  
to the  
AGREEMENT  
By and Between  
CITY OF SEDRO-WOOLLEY, WASHINGTON  
and  
SEDRO-WOOLLEY PUBLIC SAFETY GUILD  
(Representing the Police Department Commissioned Employees and Firefighters  
Classification)

January 1, 2004 through December 31, 2006

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THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF SEDRO-WOOLLEY, WASHINGTON, hereinafter referred to as the Employer, and SEDRO-WOOLLEY PUBLIC SAFETY GUILD, herein after referred to as the Guild.

C.1 General Procedures. To the extent possible, any employee being investigated for possible discipline will be informed in writing at least twenty-four (24) hours prior to the interview of the general nature of the investigation in order to afford the employee the opportunity to consult with a Guild representative and to arrange for a Guild representative to be present during the interview. This notice requirement shall not pertain to questions asked at the scene of a crime in order to control the scene and apprehend any suspects.

C.1.2 The Guild representative shall not unduly interfere in the interview. These restrictions on the Guild's representative's role in no way limit the Guild's right to present other evidence to the City at other phases of the investigation, after the conclusion of the questioning.

C.1.3 To the extent reasonably possible, interviews shall take place at the Department facilities. During an interview, the employee will be entitled to reasonable intermissions for personal physical necessity.

C.1.4 The City shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift or normal business hours, except for emergencies or where the interviews can be conducted by telephone. Where an employee is working on a graveyard shift, the interview may be scheduled contiguously to the employee's shift at the Chief's discretion. The employee will receive appropriate overtime pay for hours worked outside the employee's regular shift.

C.1.5 The employee shall be required to answer any questions concerning a non-criminal matter under investigation. The employee shall also answer all questions about alleged criminal conduct after the City has informed the employee that the employee's statements shall not be used in any criminal proceeding. The employee shall be afforded all rights and privileges to which the employee is entitled under State and Federal law.

C.1.6 All interviews shall be limited in scope to activities, circumstances, events, conduct, acts or background which pertains to the incident which is the subject of the

investigation. Nothing in this section shall prohibit the City from questioning the employee about information which is developed during the course of the interview.

C.1.7 If the Department tape records the interview, a taped copy of the complete interview of the employee shall be furnished, upon request, to the employee. If the interviewed employee is subsequently disciplined and any part of the recording is transcribed by the City or the Guild, the other party shall be given a complimentary copy thereof. The Guild shall be allowed to tape record the interview with the permission of the Chief.

C.1.8 The employee and the Guild shall be advised of the results of the investigation, unless limited by law.

C.2 Just Cause. Disciplinary actions shall be imposed upon an employee only for just cause.

C.2.1 Disciplinary actions will normally be progressive in nature, but the level of discipline administered may depend upon a number of factors. Disciplinary actions may include the following:

- a. Counseling/retraining
- b. Reprimand
- c. Suspension with pay
- d. Suspension without pay
- e. Demotion
- f. Discharge

C.2.2 The Guild shall have the right to process the following disciplinary actions through arbitration: suspension with or without pay, demotion and discharge.

C.2.3 The suspect employee shall be entitled to Guild representation at all investigatory interviews that the employee reasonably believes could lead to discipline, if the employee so requests.

C.2.4 Notice and opportunity to respond. Upon reaching a conclusion that just cause exists to discipline an employee with suspension, demotion or discharge, the Chief of Police or his/her designee shall provide the employee and the Guild with the following information prior to the administration of discipline:

- a. The nature of the allegation of charges against the employee;
- b. The directives, policies, procedures, work rules, regulations or other order of the City that was violated;
- c. The range of disciplinary action being considered.

C.2.5 Pre-Disciplinary Meeting. An informal meeting shall serve as the opportunity for the employee and Guild to furnish additional facts before a disciplinary decision involving suspension, demotion or discharge is finalized. The employee shall be given the opportunity to be heard, to respond to the allegations and to have these responses considered prior to the imposition of discipline.

C.2.6 City's Decision. Within a reasonable time, the Chief of Police or designee shall issue a written decision imposing discipline, exonerating the employee or taking such other action deemed appropriate.

C.3 No employee or officer covered by this Agreement shall be required to take or be subjected to any lie detector or similar tests as a condition of continued employment.

APPENDIX "D"  
to the  
AGREEMENT  
By and Between  
CITY OF SEDRO-WOOLLEY, WASHINGTON  
and  
SEDRO-WOOLLEY PUBLIC SAFETY GUILD  
(Representing the Police Department Commissioned Employees and Firefighters  
Classification)

January 1, 2004 through December 31, -2006

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THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF SEDRO-WOOLLEY, WASHINGTON, hereinafter referred to as the Employer, and SEDRO-WOOLLEY PUBLIC SAFETY GUILD, herein after referred to as the Guild.

DRUG AND ALCOHOL POLICY

D.1.0 Purpose and Intent - The City and the Guild recognize that they have a mutual obligation to ensure a safe and healthy work environment. This policy is instituted to assure that the work place be free of employees whose job performance may be impaired by the abuse of alcohol or other drugs.

The City recognizes that alcohol and other drug abuse are treatable illnesses and to the extent possible, the employer's response to these illnesses should be to encourage treatment and rehabilitation. The employee and the Guild recognize that consumption of alcohol or other drugs to the point that employees are unable to perform their jobs safely and effectively will not be tolerated.

The City and the Guild recognize that when an employee places himself or herself in a situation in which the employee's job performance is impaired by alcohol or other drugs that it is the responsibility of the parties to prevent endangerment of the employee, fellow employees, and/or the public.

The City recognizes the employee's concerns for their personal privacy and therefore agrees that discovery testing for alcohol and other drugs may be used only in cases in which there are questions of impaired job performance, reasonable suspicion of abuse is evidenced, or if an accident involving property damage to city property or serious physical injuries occurs while on duty. However, the City may use pre-employment discovery testing in any case.

The City and the Guild recognize that the use of a substance abuse treatment program does not replace normal disciplinary procedures for unsatisfactory job performance.

D.1. 1 Definitions:

D.1.1.1 Reasonable Suspicion - means specific, articulateable observations by a supervisory employee concerning their work performance, appearance, behavior, or speech of the employee.

D.1.1.2 Impaired - means that an employee has a detectable level of alcohol or drugs in the employee's blood or urine or a noticeable or perceptible impairment of the employee's mental or physical faculties.

D.1.1.3 Prohibited Drugs - means all forms of narcotics, depressants, stimulants, hallucinogens, cannabis, or other controlled substances as defined by Chapter 69.50.;101 RCW, whose sale, purchase, transfer, use, or possession is prohibited or restricted by law.

D.1.1.4 Over The-Counter Drugs - means those drugs that are generally available without a prescription from a medical doctor and are limited to those drugs which are capable of impairing the judgment of an employee to safely perform his or her duties.

D.1.1.5 Prescription Drugs - means those drugs which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed medical practitioner/physician or dentist.

D.1.1.6 Discovery Testing - means any testing done prior to employment or as a result of reasonable suspicion as defined by this policy. Testing includes blood and urine screening for alcohol or other drugs. After July 1992, a conditional job offer must be made prior to the drug test.

D.1.2 Procedure - Reporting for work under the influence of alcohol or other drug, or the use, sale or possession by an employee of alcohol, a prohibited drug, a drug not medically authorized, or other drug that impairs job performance or poses a hazard to the safety and welfare of the employee, fellow employees, or the public is strictly prohibited and will result in immediate disciplinary action, which may include termination. It is the goal of this policy to prevent and rehabilitate, rather than terminate the employment of workers who are abusing alcohol or other drugs. Therefore the following procedure shall be followed:

D.1.2.1 Each employee shall report the use of medically authorized drugs or other substances which can impair job performance to his or her immediate supervisor and provide proper written medical authorization from a physician to work while using the authorized drugs. It is the employee's responsibility to determine from the physician whether the prescribed drug would impair his or her job performance. Failure to report the use of such drugs or other substances, or failure to provide proper evidence of medical authorization, may result in disciplinary action.

D.1.2.2 If there is reasonable cause to believe that an employee's job performance may be impaired by alcohol or other drugs, the employee's supervisor shall question the employee with regard to the behavior. The supervisor shall directly observe the employee's behavior and document in writing the behavior on the Impaired Behavior Report form. Indications of impaired behavior include but are not limited to the following: staggering or irregular gait, the odor of alcohol on the breath, slurred speech,

dilated or constricted pupils, inattentiveness, listlessness, hyperactivity, performance problems, illogical speech and thought processes, poor judgment, or unusual or abnormal behavior.

D.1.2.3 When possible, a second managerial employee shall also observe and document the employee's behavior to verify that there is a reasonable suspicion that alcohol or other drug consumption may be involved. The supervisor or appropriate manager shall determine whether the employee's behavior is impaired to the point of being unable to perform his or her duties effectively and safely. The employee shall be relieved of this or her duties and placed on a suspension with pay status until a clear determination can be made by the appropriate manager as to the abuse or non-abuse of alcohol or other drugs. Under no circumstance will an employee be allowed to operate equipment or drive a motor vehicle when it reasonably appears that his or her ability has been impaired.

D.1.2.4 If it is concluded that there is a reasonable suspicion that alcohol or other drug consumption is involved, the supervisor or appropriate manager shall have a drug or alcohol test administered. The employee must sign the Performance Impairment Exam Consent form before testing may be conducted. Failure of an employee to take the test(s) shall result in the employee's immediate termination. The City may also have the employee undergo a physical examination at City expense at the time that the drug or alcohol test is administered. The test(s) must be conducted within a reasonable time period after the observation of the problem behavior.

D.1.2.5 If the test is negative, the employee shall be counseled by the physician and returned to work, if appropriate to the medical diagnosis, with no loss of pay or benefits. Where appropriate, a signed physician's release may be required by the City before the employee returns to work. Time lost due to an illness will be charged to sick leave. If the behavior that led to the initial investigation is not due to substance abuse but continues to hinder job performance, the City may require the employee to undergo further medical evaluation.

D.1.2.6 In cases in which immediate termination is not warranted, the employee will be placed in an unpaid rehabilitation leave status. The employee shall be evaluated and a recommended appropriate treatment shall then be arranged. Where appropriate, the employee shall be referred to a treatment program agreed upon by the Guild and the City. Once the inpatient part of the program has been completed, the employee may be re-employed only with a written release from the treating or primary physician. When prescribed by a physician or a rehabilitation program, drug testing may be included as a part of that treatment program. An employee who is returned to work as provided for under this procedure who fails to comply with any of the terms of an agreed upon treatment or return-to-work agreement may be terminated.

D.1.2.7 If the test is positive, the employee may request a second test be performed on the same urine or blood specimen. The results of the second test will be conclusive. If the test is positive the employee may be terminated, depending upon the circumstances of the situation. Circumstances warranting an immediate termination includes incidents in which the employee's impairment resulted in loss of life, serious injury to self or others, the serious loss or damage of property, or an incident of parallel magnitude.

D.1.2.8 An employee who is the subject of an investigation related to substance abuse may have a Guild representative or other employee present during the investigative procedures outlined above. Disciplinary actions taken by the City under this procedure shall be subject to the grievance procedure of the respective Labor agreement or established policy.

D.1.2.9 The City shall utilize both urine and blood tests for verification. The “enzyme-immunoassay” (EMIT) and “gas chromatography-mass spectrophotometry” (GC-MS) test method shall be used in a laboratory agreed upon by the Guild and the City. The City shall pay for the costs of all tests. Medical examinations carried out under this procedure when not completely covered by Health & Welfare benefits shall be the responsibility of the employee. The City shall pay these costs for LEOFF I employees only. The City shall maintain confidentiality of test results to the extent possible.

D.1.2.10 Once an employee completes rehabilitation and follow-up care and no re-occurring incidents have taken place for two years the record of treatment and positive test results will be retired to a “closed” medical record and the employee will be given a fresh start with a clean administrative record.

D.1.2.11 The Guild and the City shall work cooperatively to facilitate the resolution of problems that arise under the administration of this policy. When appropriate, the employee, the Guild and the City shall enter into joint agreements that establish the form of rehabilitation and the conditions that will be imposed for the return of an employee to the work place.

D.1.3 Right of Appeal - Each employee has the right to challenge the results of drug testing per Civil Service Rules, or appropriate grievance procedures as outlined in the Guild contract.

D.1.4 Conflict With Other Laws - This policy shall not supersede or waive an employee’s federal or constitutional rights.