

LABOR AGREEMENT
BETWEEN
CITY OF MOSES LAKE
AND
MOSES LAKE POLICE OFFICER'S GUILD

January 1, 2019 – December 31, 2021

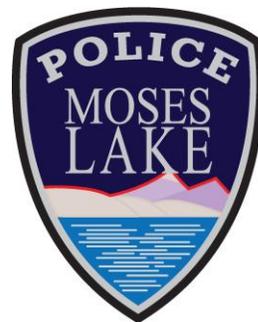


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PREAMBLE

This agreement is made and entered into by and between the City of Moses Lake, hereinafter referred to as the "City", and the Moses Lake Police Officer's Guild, hereinafter referred to as the "Guild". All modifications and/or changes to the contract shall affect only those employees of the bargaining unit. The purpose of this Agreement is to set forth the hours of work and conditions of employment for the employees who are represented by the Guild.

ARTICLE 1 - PURPOSE AND INTENT

- 1.01 The general purpose of this Agreement is to set forth the terms and conditions of employment and provide for a system to promote orderly labor relations for the mutual interest of the City, the employees, and the Guild.
- 1.02 The parties recognize that the interest of the community and the job security of the employee depend upon the City's success in establishing a proper service to the community.
- 1.03 To these ends the City and the Guild encourage to the fullest degree friendly cooperative relations between the respective representatives at all levels and among all employees.
- 1.04 The provisions of this Agreement shall be applied equally to all employees in the the bargaining unit represented by the Guild without discrimination as to age, sex, marital status, race, color, creed, religion, national origin, or political affiliation. The Guild shall share equally with the City the responsibility for applying the provisions of this Agreement and this provision shall not be subject to the Grievance Procedure.

ARTICLE 2 - RECOGNITION

2.01 The City recognizes the Guild as the exclusive bargaining agent for all Police Officers through the rank of Sergeant, excluding Department Heads, confidential employees, and elected officials, for the purpose of collective bargaining in respect to wages, hours and other conditions of employment.

ARTICLE 3 - GUILD MEMBERSHIP

- 3.01 The City recognizes that bargaining unit members of the Guild may, at their discretion, become members of the Guild.
- 3.02 The City shall provide to the Guild the name, address, and telephone number of all new bargaining unit employees. As soon as practicable, the City shall provide an opportunity for the Guild to meet with new bargaining unit employees to discuss Guild representation. When requested by the Guild, the City shall provide the Guild with a roster of employees covered by this Agreement.
- 3.03 The City agrees to deduct, in twelve (12) installments, dues from the pay of those employees who individually request, in writing, that such deduction be made. The amount to be deducted shall be certified to the City by the Guild, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Guild. The Guild agrees to defend at its own expense, hold harmless and indemnify the City from any and all liability it may incur for complying with this section.

ARTICLE 4 - GUILD BUSINESS AND POSTINGS

- 4.01 Authorized agents of the Guild may, subject to the operating efficiency of the Department, have access to the City's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to.
- 4.02 Guild officials may investigate and process grievances during working hours without loss of pay. They are to maintain the progress of work, obtain permission of their immediate supervisor before leaving their place or station of work to investigate a grievance or handle a complaint or other labor matters. Guild officials shall use judgment in deferring action or investigating disputes or complaints when the progress of the work is critical.
- 4.03 The names of employees selected as Guild officials and the names of other Guild representatives who may represent an employee shall be certified in writing to the City by the Guild.
- 4.04 Up to two (2) Guild officials designated by the Guild will be allowed to perform Guild duties during working hours as long as the normal work activity of the Department is not interrupted, including meetings with management where their presence is required (including negotiations).

ARTICLE 5 - LABOR/MANAGEMENT MEETINGS

- 5.01 It is mutually agreed that a committee from the Guild and a committee from the City shall conduct regular labor/management meetings for the purpose of resolving problems and addressing matters of safety that may arise and to promote the general climate of labor/management relations. Meetings shall be conducted semi-annually but they may be scheduled more often by mutual agreement.
- 5.02 The two (2) committees shall be comprised of two (2) members from the Guild and members representing the City. Additional person(s) may be invited to participate by mutual agreement. Meeting agendas will be prepared in each case, and submitted in advance of each meeting. Nothing in this article shall be construed as conferring on either party the right to reopen this agreement, or any part thereof, for renegotiation.

ARTICLE 6 - STRIKES/LOCK OUTS

- 6.01 The Guild and the City agree that the public interest requires the efficient and uninterrupted performance of emergency services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Guild agrees that during the life of this Agreement it will not cause, encourage, participate in, or support any strike or strike picketing against the City of Moses Lake, or any slowdown or other interruption of or interference with the normal routine.
- 6.02 During the term of this Agreement any employee engaging in or having taken part in any of the above actions shall be subject to disciplinary action which may include suspension or immediate dismissal by the City. Wages and benefits will not be paid to employees engaged in any of the foregoing activities.
- 6.03 Any action taken by the City of Moses Lake under this Article must be uniform and equal.

ARTICLE 7 - EMPLOYER RIGHTS

7.01 Except as expressly limited by a specific provision of this Agreement or law, the City hereby reserves and retains the exclusive right to take any action it deems appropriate for the efficient management of its facilities or operations and the direction of its work force. The City by not exercising any right hereby reserved to it or the exercise of any such right or function in a particular way, shall not be deemed a waiver of the right to exercise such prerogatives or rights in the same or some other way not in conflict with the terms of this Agreement.

ARTICLE 8 - COMPLIANCE/NON-DISCRIMINATION

8.01 The City and the Guild will comply with Washington State Civil Service Rules and Regulations and will actively cooperate to insure compliance with all federal and state civil rights laws. The City and the Guild are mutually committed to a work place free from discrimination. The City and the Guild agree that there will be no discrimination against any employee, or applicant for employment, because of race, sex, age, religion, color, political affiliation, veteran status, national origin, or condition as protected under the Americans with Disabilities Act. Any claim of unlawful discrimination must be processed privately by the employee to the appropriate local, state, or federal agency or through the courts and shall not be subject to the grievance procedure. Employees believing they may have been discriminated against should comply with City policies concerning the notification to the City.

8.02 No employee covered by this Agreement shall be discriminated against because of membership in the Guild or activities on behalf of the Guild.

ARTICLE 9 - DISCIPLINE/DISCHARGE

- 9.01 The City has the right to discipline or discharge employees for just cause. No provisions of these disciplinary procedures are to be construed as to mandate the use of progressive discipline; although the City will strive to adhere to the principles of progressive discipline.
- 9.02 If the City elects to use disciplinary action, then it will attempt to, but is not required to, administer discipline in a progressive fashion. If used, the progressive discipline will be dependent on the severity of the infraction, and the City is not required to adhere strictly to the order or system set forth below;
- A. Verbal reprimand.
 - B. Written reprimand.
 - C. Suspension without pay.
 - D. Discharge
- 9.03 All steps in progressive discipline shall be conducted formally, in a private meeting with the employee having a right to representation. Employees shall receive prior written notification of the issues to be discussed. It is the City's responsibility to inform the employee(s) of their right to Guild representation. The Guild will be provided copies of all disciplinary actions.
- 9.04 Employees will be entitled to a pre-termination hearing, with the right to Guild representation, to present evidence, arguments, and witnesses in their defense.
- 9.05 The City will strive to investigate and administer disciplinary actions in a timely manner. (See Investigatory Process)
- 9.06 Disciplinary records will, after two (2) calendar years from the date of the incident, and upon the employee's written request, be returned to the employee, unless in the intervening period related infractions have occurred. In this case the time frame above starts over from the date of the most recent related infraction.
- 9.07 Both parties agree that the carrying out of departmental policy and procedures is exclusively the province of the Police Chief.
- 9.08 An employee shall be allowed to inspect his/her personnel file with the exception of materials that are exempt from disclosure pursuant to Washington law and may obtain a copy of such file at any reasonable time. The employee may request removal of material which he/she believes erroneous or irrelevant. This request will be reviewed by the Human Resources Director. If the employee does not agree with the Human Resources Director's decision, he /she may prepare a statement of dissent which will be placed in the file.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 Any grievance or dispute which may arise between the parties concerning the application, meaning, or interpretation of this Agreement, shall be settled in the manner prescribed by this grievance procedure.

10.02 "Grievance" is defined as a claim or dispute by an employee, group of employees, or authorized Guild representatives concerning the interpretation or application of the provisions of this Agreement. Nothing in this procedure shall prohibit an employee from discussing a complaint directly with his supervisor or Department head without representation by the Guild as provided by state law.

10.03 Should a subject for claim or dispute arise, there shall be no stoppage of work by employees, but an earnest effort shall be made to settle such claims or disputes promptly and in the manner hereinafter outlined. Prior to initiating a written grievance, an employee shall attempt to resolve the matter with his/her supervisor, or in their absence, with the next person in the chain of command.

- A. Step 1 - A grievance will first be brought to the Guild Grievance Board for review to determine the validity of the grievance, and if the Guild will take up the issue and pursue a remedy. If the Board finds valid reason to pursue remedy, then the process will move to Step 2.
- B. Step 2 - A grievance may be presented to the Police Chief or designee by a Guild Representative within twenty one (14) calendar days of the Guild member becoming aware of the incident, in writing, setting forth:
 - 1. The nature of the grievance
 - 2. A statement of the facts upon which the grievance is based
 - 3. The provisions of the agreement allegedly violated
 - 4. A statement of the relief desired
- C. Step 3 - The Police Chief or designee shall attempt to settle the grievance within seven (14) calendar days after it has been presented.
- D. Step 4 - If the grievance is not settled by the Police Chief within the time allowed, it may be presented to the City Manager, by a Guild Representative, within seven (14) calendar days of the Police Chief's response or the expiration of the time limit in Step 2.
- E. Step 5 - The City Manager shall have fourteen (14) calendar days to review the grievance. If the City Manager does not respond or otherwise settle the grievance within the fourteen (14) calendar day period, the grievance may be advanced to Step 6 within twenty one (14) calendar days of the Step 3 response or, if not received within the allotted time period, the date the response was due.
- F. Step 6 - If the grievance is not settled at Step 5, the dispute will be referred to the negotiating committee of both parties. The two (2) committees shall meet within ten (10) calendar days to consider the

dispute. At that meeting, all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation. If no satisfactory solution is reached in this step, the matter may be submitted to arbitration within twenty one (14) calendar days of the conciliation meeting.

- 10.04 Arbitration - The parties shall attempt to select an arbitrator by mutual agreement. If the parties have been unable to select an arbitrator within ten (10) calendar days, the two (2) sides will request a list of qualified arbitrators from the Public Employment Relations Commission. The list shall contain nine (9) names. The order of striking shall be a coin toss. Each party shall alternatively cross off one (1) name until only one (1) name remains. This person shall then be designated as the arbitrator. The arbitrator shall conduct the arbitration within six (6) months of the appointment unless otherwise agreed by the parties. The decision of the arbitrator shall be final and binding on the parties.
- 10.05 The Arbitrator shall make his/her own rules of procedure. The Arbitrator shall have no authority to amend, alter, or modify this Agreement or its terms and shall limit his/her decision solely to the interpretation and application of this Agreement.
- 10.06 Each grievance or dispute will be submitted separately except when the City and Guild mutually agree to have more than one (1) grievance or dispute submitted to the Arbitrator.
- 10.07 The City and the Guild shall bear the expense of the Arbitrator and related stenographic expenses on an equal basis.
- 10.08 Each party shall bear the costs of their own representative/attorney(s).
- 10.09 The decision of the Arbitrator shall be issued within thirty (30) calendar days of the close of the hearing and scheduled receipt of any post-hearing briefs.
- 10.10 Time Limits: Time limits may be extended by mutual written agreement. Except as otherwise provided herein, if the City fails to comply with any of the above time limits, the matter will be settled in favor of the Guild's last requested remedy. If the aggrieved/Guild fails to comply with any of the above time limits, the grievance is dropped and the City's position is sustained. While forfeiture under this clause will finally resolve the matter in dispute, it will not establish a precedent between the parties on issues of contractual interpretation. There shall be no interruption of work while grievances are being resolved.

ARTICLE 11 - RIGHT OF APPEAL

11.01 Regular employees (non-probationary) shall have the right to challenge discipline as a grievance or as an appeal through the Civil Service Rules and Regulations, but the employee is limited to one (1) or the other.

ARTICLE 12 – WAGES / OUT-OF-CLASS PAY / LONGEVITY SCALE

12.01 All wage increases apply only to those members of the bargaining unit employed on the date of ratification. See Appendix A for wage increases.

12.02 Employees will receive education incentive pay upon hiring for degrees as specified below:

2.0% for any AA or AAS degree from an accredited college recognized by the State of Washington

4.0% for a BA or BS degree from an accredited college recognized by the State of Washington.

12.03 Members currently employed as of 1/1/01 by the City of Moses Lake who have degrees in any field will receive the educational incentive. The Guild will be provided with written notice of the City's decision on the eligibility of any officer hired in the future for educational incentive benefits, and any denial of benefits be subject to the grievance procedure.

12.04 If a shift is absent both the sergeant and corporal, the appointed officer-in-charge will receive an additional three percent (3%) for hours actually worked as O.I.C. The O.I.C will be appointed by the Police Chief or his designee based on qualifications, skills, training and years of service. The appointed OIC will serve at the discretion of the Police Chief and may be changed at any time.

12.05 Members who are certified FTO (Field Training Officer) and assigned by the Police Chief to perform such functions will be compensated at an additional two and a half percent (2.5%) of the top officer rate for all hours actually spent performing such functions.

Members who are assigned by the Police Chief to perform detective functions will be compensated at an additional two percent (2%) of the top officer's rate for the duration of such assignment. Members assigned to Major Crimes will receive an additional two percent (2%) in addition to the two percent (2%) detective pay received for the duration of such assignment. The unit member due to the nature of work is responsible to answer their communication device when called upon for service. (The Police Chief reserves the exclusive right to unilaterally remove any individual from the detective assignment at any time without recourse to the grievance procedure.)

12.06 Longevity Pay - Longevity will begin after the officer has completed their 10th year of service (with a maximum of 25 years of service). After the completion of a 5-year term the officer will advance to the next 5-year term as shown on the longevity scale. After completing each term (120 months/10 years, 180 months/15 years, 240 months/20 years, and 300 months/25 years) the officer will receive the percentage increase as shown on the longevity scale.

Longevity Scale

120 Months	180 Months	240 Months	300 Months
2%	3%	4%	5%

12.07 Compensation for Bi-lingual in Spanish Language – An officer will be provided a two percent (2%) specialty pay increase above the base wage rate that are bi-lingual in the Spanish language. The Chief shall have management’s discretion to assign the quantity of officers per shift that receive the specialty pay.

12.08 Kelly Time - Usage timelines on earned Kelly time shall be in six (6) month increments. Banked Kelly time of 4 days must be used prior to July 1 and 4 days after July 1 which must be used by December 31st of the calendar year that it is earned. If the Kelly time is not used or scheduled 30 days prior to the specified deadlines, it is the sole discretion of the Police Chief or designee to assign Kelly time to be used.

ARTICLE 13 - HEALTH AND WELFARE

13.01 The City will provide medical, dental, and vision insurance for each employee who received compensation for eighty (80) hours or more in the previous month and qualified dependents with the AWC HealthFirst 250, Washington Dental Service Plan E B, and Vision Service Plan Ten (\$10) copay plan. The members of the bargaining unit contribution rate will be a composite rate based on fifteen percent (15%) of the dependent medical premium and fifteen percent (15%) dental premium. The City will provide medical, dental, and vision insurance coverage for employees and the qualified dependents through the Association of Washington Cities Health Benefit Trust. The members of the Guild shall contribute fifteen percent (15%) of the dependent medical premium and fifteen percent (15%) of the dental premium. Federal income tax laws pertaining to medical insurance deductions are applicable.

13.02 If agreed to by a Labor/Management Committee that the level of benefit will remain substantially the same, the benefits provided by this Article may be provided through a self-insured plan or under a group insurance policy or policies issued by an insurance company or companies selected by the City. The Committee will be composed of two (2) representatives from labor and two (2) from management. The labor representative shall be the Guild Officer and Local Guild Business Agent.

ARTICLE 14 - HOURS OF WORK

14.01

- A. In compliance with the provisions of the Fair Labor Standards Act, the City of Moses Lake and Moses Lake Police Officers' Guild (Police) claim the Section 7 (k) exemption. Accordingly, a fourteen (14) consecutive work day period is established, consisting of no more than eighty (80) work hours in the fourteen (14) day work period.
- B. The parties acknowledge the intent of 13.01 A. and by agreeing to be more restrictive, agree that in excess of the eighty (80) hours in the work period will be paid at the applicable overtime rate.
 - 1. For purposes of this section, compensable hours shall be defined to include holiday, vacation, and comp time.

14.02 The regular work day for Sergeants and Police Officers shall be no more than twelve (12) hours of work, including a thirty (30) minute interruptible meal time and break time (minimum of two (2) per shift).

14.03 Shift change notices will be posted thirty (30) calendar days prior to their adoption and be scheduled every four (4) weeks for Police Officers. Changes to the shift schedule may be made within thirty (30) calendar days for discipline purposes. The Police Chief has the discretion to change an officer's shift schedule with ten (10) days notice as disciplinary action.

14.04 The pay period payday shall be every other Friday, except if Friday falls on a holiday, then payday shall be on Thursday. If Thursday is also a holiday, then payday shall be the first working day thereafter. All pay rate changes or step changes shall be made effective the first day of a bi-weekly pay period after the effective date of the change.

14.05 Temporary shift changes due to training opportunities will be posted within seven (7) days of the training to allow the employee to attend the training yet also preventing the need to pay the employee overtime.

ARTICLE 15 - VACATION

15.01 The vacation schedule shall be as follows:

Months of Service	Hours Per Pay Period	Annual Hours Earned	Maximum Hours Cap
0 thru 60	3.70	96	192.4
61 thru 120	4.61	120	230.72
121 thru 180	5.53	144	287.56
181 thru 240	6.46	167	335.92
Over 241	7.38	192	383.76

Employees shall be allowed to continue to accrue leave above the maximum accrual cap in a calendar year up to eighty (80) hours; however, any excess hours above the cap must be used by the second pay period in December of the same calendar year. Any hours unused above the maximum accrual cap at that time will be forfeited.

15.02 An employee may make use of earned annual leave benefits following the completion of the first six (6) months of service with the City. The use of earned annual leave shall be subject to the approval of the Police Chief. Any employee who fails to give the City two (2) weeks notice before self-termination shall not be eligible for the accumulated vacation time between his last anniversary date and date of self-termination (quit).

15.03 Whenever possible, at the Police Chief's discretion, vacation may be taken in less than five (5) day increments, if schedules can be covered. Vacation requests submitted between January 1 and February 15 of each calendar year shall be granted with seniority prevailing on only one (1) vacation schedule request. All requests submitted after February 15 shall be considered on a first-come, first-served basis.

No more than two (2) of the holidays listed in Article 18 can be chosen by any one (1) employee. The same holiday shall not be selected by any one (1) employee on consecutive years.

ARTICLE 16 - SICK LEAVE/LEAVE

- 16.01 All LEOFF II employees shall accrue sick leave at a rate of 3.70 hours per pay period.
- 16.02 New employees, when hired, shall be advanced three (3) shifts sick leave and shall accrue additional sick leave but shall not be able to utilize it, until the beginning of their seventh (7th) month of employment.
- 16.03 Sick leave taken to attend a pre-arranged doctor's or dentist's appointment with the Police Chief's prior approval, for periods not to exceed two (2) hours for local appointments or eight (8) hours for out-of-town appointments, shall not be considered sick leave taken within the provisions of Section 16.08.
- 16.04 Members who have completed their review and evaluation period (probation) will receive a payout of twenty-five percent (25%) of unused accumulated sick leave (to a maximum accumulation of four hundred eighty (480) hours) as severance pay upon voluntary termination or a reduction in force.
- 16.05 Any necessary leave may be allowed by the Police Chief to permit any employee to serve as a member of a jury. Each employee who is granted such leave for the performance of the civil duties and receives any compensation, shall pay the compensation received to the City, exclusive of mileage. The City shall have the right to adjust employee's salary paid during the period of civil leave by any compensation received by the employee and not remitted to the City.
- 16.06 Employees of the City of Moses Lake shall be granted military leave as described in RCW 38.40.060.
- 16.07 The following shall be considered authorized uses of accrued sick leave:
- A. Personal illness or physical incapacity resulting from causes beyond the employee's control.
 - B. Caring for an ill child.
 - C. Maternity and paternity leave (not to exceed five (5) days per calendar year).
 - D. Keeping of medical, dental, or optical appointments.
 - E. A forced quarantine of the employee in accordance with community health requirements.
 - F. Disability due to pregnancy or childbirth
 - G. Attending to a death in the immediate family (with department director approval).

ARTICLE 17 - SHARED LEAVE

17.01 On a case-by-case basis, upon approval of the City Manager, employees of the City of Moses Lake may donate vacation hours to city employees in the case of an exhaustion of accumulated or insufficient sick leave.

17.02 The number of hours donated shall not exceed forty (40) hours and shall be made in a minimum of eight (8) hour increments.

17.03 Unused donated hours will be returned to donors on an equal share basis upon return to work.

ARTICLE 18 - OVERTIME

- 18.01 All members shall be compensated at time and one half (1 ½)the employee's regular hourly rate (as defined by the FLSA) of pay for all authorized overtime actually worked and reported in excess of eighty (80) hours in a pay period.
- 18.02 An employee will not receive overtime pay if the employee works more than eighty (80) hours in a work period when the hours worked over eighty (80) hours were because of a change in shift schedule. Nor will there be any deduction of salary if less than eighty (80) hours are worked in a work period because of a change in shift schedule.
- 18.03 When so required by supervisory or command personnel, employees shall receive a minimum of one-quarter (1/4) hour overtime credit for time worked. If the employee is required to work in excess of minimum, overtime will be computed for time actually worked and reported.
- 18.04 Any member attending mandatory court appearances while off-duty shall receive a minimum of three (3) hours overtime pay. If an employee is required to be in court in excess of three (3) hours, overtime will be computed for time actually worked and reported. Court appearances shall be made in accordance with the policy established by the Police Chief.
- 18.05 Accumulated overtime may be used as compensatory time off, when requested by the employee and authorized by the Police Chief, on the basis of equal time off for overtime accrued (time and a half).
- 18.06 An employee required to be on alert, standby, on-call, or called in while off-duty shall be compensated at time and one half (1 ½) the hourly rate of pay for a minimum of three (3) hours, any time in addition to three (3) hours to be compensated for actual time worked.
- 18.07 Any employee required to attend mandatory departmental meetings during off-duty time or mandatory training during off-duty time where such attendance will cause overtime to accrue during the pay period shall be compensated at the overtime rate for a minimum of two (2) hours.
- 18.08 Compensatory Time Buy-Back. Employees of the bargaining unit will be eligible to sell back up to 40 hours of compensatory time in November of the calendar year but only after the employee has used 40 hours of compensatory time within the calendar year. The cash out will be paid at the hourly rate for which the compensatory time was earned.

ARTICLE 19 - HOLIDAYS

19.01 Employees shall receive eighty-eight (88) hours of straight time pay in lieu of holidays (including the floating holidays) to be provided in twenty-six (26) equal pay period installments.

19.02 The following shall be considered holidays for employees:

<u>Holidays</u>	<u>Date to be Observed</u>
New Year's Day	January 1
President's 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
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
Floating Holiday 1	At employee's choice, subject to stipulations below
Floating Holiday 2	At employee's choice, subject to stipulations below

No more than two (2) of the holidays listed in Article 19.02 can be chosen by any one (1) employee if a conflict between employees arises. The same holidays shall not be selected by any one (1) employee on consecutive years if a conflict between employees arises.

19.03 Authorized holidays which occur during vacation shall not be charged against annual leave.

ARTICLE 20 - UNIFORM ALLOWANCES

- 20.01 The City will furnish uniforms to the employees. The City will replace uniforms as they are worn out. The Police Chief will decide when the uniform is worn such as to require a replacement. A uniform is considered to be that clothing which the City requires an employee to wear on duty. Uniformed patrol officers shall be provided a footwear allowance for authorized boots/footwear of up to one hundred twenty-five dollars (\$125) per year bankable up to two (2) years for a maximum of two hundred fifty dollars (\$250).
- 20.02 Employees assigned to duties requiring plain clothes, for a thirty (30) day period or more, shall be paid an allowance of fifty dollars (\$50) per month for such time as they are required to perform such duties.
- 20.03 The cleaning of prescribed uniforms will be paid for by the City. The frequency of cleaning and method of vendor payment will be established by the Police Chief.

ARTICLE 21 - NEW POSITIONS

- 21.01 When a uniformed officer is provisionally appointed (according to Civil Service Rules and Regulations) to fill a vacancy, subject to examination for permanent appointment to the vacancy, the employee shall receive the salary of the classification while performing the work within that classification.
- 21.02 Should it become necessary to establish a new job classification within the Bargaining Unit during the contract year, the City shall designate a job classification title.
- 21.03 When any position not listed on the wage schedule is established, the City shall bargain the pay rate for the classification. In such event, the City may assign a provisional pay rate to the employee, which shall have no weight in subsequent negotiations or impasse procedures.

ARTICLE 22 - PROBATIONARY PERIODS

22.01 Probationary periods upon initial appointment shall not exceed eighteen (18) months for entry level and twelve (12) months for laterals and may not be extended without the written agreement of the Guild. During an employee's initial probationary period, he/she may be discharged by the employer at-will and such discharge shall not be subject to the grievance procedure. Probationary periods upon promotion shall not exceed twelve (12) months and shall not be extended without the written agreement of the Guild. During a promotional probationary period, an employee may be reverted to his/her former classification and such reversion shall not be subject to the grievance procedure.

ARTICLE 23 - SENIORITY

23.01 Seniority shall be defined as follows:

- A. Job classification seniority is the length of continued service in the employee's job classification.
- B. Departmental seniority is the length of continuous service in the employee's present department.
- C. City seniority is the length of cumulative employment with the City of Moses Lake.

23.02 The Department shall maintain and keep current a seniority roster noting the date of hire, current position by job title and/or classification. The roster shall be made available for inspection by an authorized Guild Representative and a copy shall be provided at no cost if requested.

23.03 Notices of job vacancies within the bargaining unit shall be posted on the bulletin board for fourteen (14) working days. Present employees who desire consideration for such openings shall notify the City in writing during the fourteen (14) day period that notice is posted.

ARTICLE 24 - SAVINGS CLAUSE

24.01 If any provision of this Agreement shall be held invalid by operation of law or by a tribunal of competent jurisdiction or if compliance or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be held invalid and will remain in full force and effect.

24.02 If no agreement is reached prior to the expiration date of this Agreement, the provisions contained herein shall remain in full force and effect until a new Agreement is ratified by both parties.

ARTICLE 25 - TERM OF AGREEMENT

25.01 The terms of this agreement shall be in full force and effect on January 1, 2019 and shall remain in full force and effect through December 31, 2021.

25.02 All terms and conditions of the contract will remain in full force and effect throughout the life of the contract.

DATE AND ACKNOWLEDGED THIS _____ DAY OF JANUARY _____ 2019,
IN THE CITY OF MOSES LAKE, WASHINGTON, BY:

MOSES LAKE POLICE OFFICERS' GUILD

By _____
Curt Ledeboer, President

Dated: _____

CITY OF MOSES LAKE

By _____
John M. Williams, City Manager

Dated: _____

APPENDIX A

Entry	Step 2	Step 3	Step 3	TOP
Lateral 0-12 months	13-24 months	25-36 months	37-48 months	49 plus
Academy and Probation 0-18 months	19-30 months	31-42 months	43-54 months	55 plus

Note: Step increase will be received on the pay period following the completion of the previous step.

Effective January 1, 2019 wages for members will be increased by 3%.

WAGES FOR 2019

Classification	Entry	Step 2	Step 3	Step 4	Top
Sergeant					\$7268 \$41.93
Corporal					\$6873 \$39.66
Officer	\$5239 \$30.22	\$5565 \$32.11	\$5895 \$34.01	\$6227 \$35.93	\$6549 \$37.78

Effective January 1, 2020 wages for members will be increased by 3.5%.

WAGES FOR 2020

Classification	Entry	Step 2	Step 3	Step 4	Top
Sergeant					\$7486 \$43.40
Corporal					\$7114 \$41.05
Officer	\$5396 \$31.28	\$5732 \$33.23	\$6101 \$35.20	\$6445 \$37.19	\$6745 \$39.10

Effective January 1, 2021 wages for members will be increased by 3.5%.

WAGES FOR 2021

Classification	Entry	Step 2	Step 3	Step 4	Top
Sergeant					\$7823 \$44.92
Corporal					\$7363 \$42.49
Officer	\$5612 \$32,37	\$5990 \$34.39	\$6345 \$36.43	\$6703 \$38.49	\$7049 \$40.47

APPENDIX B

Section I

Chapter 4 Alcohol and Drug Abuse Testing

I.4.1 Purpose

The City of Moses Lake is committed to providing a safe work environment and to fostering the welfare and health of its employees. That commitment is jeopardized when any employee utilizes controlled substances or misuses alcohol on the job, comes to work under the influence, or possesses, distributes or sells drugs in the work place. Therefore the City of Moses Lake has established the following policy.

I.4.2 Policy - Any violation of the prohibitions set forth in I.4.4 will result in immediate discharge.

I.4.3 Application: This policy applies to regular, full-time employees and certain part-time, temporary employees in the following categories:

- A. All new hires (Reg. F/T) regardless of position for "pre-employment".
- B. New hires, or rehires (P/T, Temp.) required to possess a CDL, or whose job may necessitate driving any rolling stock, or whose job requires the direct supervision of other part-time or temporary employees.
- C. All employees who are required by their job to possess a CDL (in accordance with U. S. Department of Transportation Guidelines as defined in 49 CRF, Part 40).
- D. All employees involved in a safety sensitive function.
- E. All other regular, full-time employees and those part-time temporary employees whose jobs necessitate driving any rolling stock, or whose job requires the direct supervision of other part-time or temporary employees.
- F. All employees where documented "reasonable suspicion" is involved.

I.4.3.1 If an individual is found to be medically disqualified because of a breath alcohol test above 0.04%, the individual will be given the opportunity to provide a blood sample for testing at a reference laboratory. Due to the time lapse between positive EBT and the blood draw and some degradation of the sample after it has been collected, the blood testing results do not have to match the EBT; but be consistent with or corroborate the EBT. The opportunity to have a blood alcohol test is provided at the employee's discretion and expense. This opportunity does not change the City of Moses Lake's employment-at-will relationship nor relieve the City of Moses Lake or individual from compliance with City of Moses Lake rules where applicable.

I.4.3.2 All information pertaining to employees involved in fitness for duty issues will be maintained in records separate from normal personnel records and will be available on a "need to know" basis only. All employees will be notified of this policy.

I.4.3.3 All fees resulting from confirmed positive test results are the employees expense.

I.4.3.4 Any employee (or supervisor) who believes there were extenuating circumstances contributing to a positive test (alcohol or drug) may file, within twenty-four (24) hours of a positive confirmation, an appeal to the City Manager. The City Manger may also take into consideration recommendations of the Medical Review Officer. NOTE: Employees covered by Civil Service may still appeal under the appropriate rules and regulations.

I.4.4 Prohibitions

I.4.4.1 The sale, trade, offer for sale/distribution, or possession of alcohol or any controlled substance or otherwise engaged activity in the illegal use of drugs while on the job and/or on the City of Moses Lake property, in company vehicles or while conducting company business off-site, is strictly prohibited.

I.4.4.2 Reporting to work unfit to perform duties in a safe and efficient manner.

I.4.4.3 It is a violation of the City of Moses Lake's policy for anyone to report to work under the influence of controlled substance(s) or alcohol and/or to be tested positive under this section.

I.4.4.4 Employees covered by this policy are prohibited from the use or consumption of alcohol prior to reporting for duty. No employee shall perform safety-sensitive functions within four (4) hours after using alcohol.

I.4.4.5 No employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the employee uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the ability to perform safely.

I.4.4.6 Employees covered by this policy are required to inform the City of Moses Lake of any therapeutic drug use. Impacts on fitness for duty will be assessed and appropriate action taken to insure a safe work place.

I.4.4.7 Refusal to submit to a pre-employment, post-accident, random selection, reasonable suspicion, or a follow-up alcohol or controlled substances test required under this policy is prohibited. Employees who refuse to submit to a required test will be subject to the provisions of Section I.4.2 and Section I.4.9 of this policy. These guidelines stipulated under Section I.4.9 are expressly not intended to create specific rights or obligations concerning the continued employment of the employee.

I.4.4.8 Employee Responsibility: An employee must:

- A. Not possess or use alcohol or drugs (illegal drugs and legal drugs without a prescription) during working hours or while subject to duty, on breaks, during meal periods, or at anytime while on City of Moses Lake property.
- B. Not directly or through a third party sell or provide drugs or alcohol to any person or to any other employee while either employee or both employees are on duty or subject to being called.
- C. Notify his/her supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of City of Moses Lake equipment.
- D. Provide within twenty-four (24) hours of request a current valid prescription for any drug or medication identified when a drug screen/analysis is positive. The prescription must be in the employee's name.

I.4.5 Pre-Employment Testing

I.4.5.1 As a condition of employment, all applicants who are offered employment will be scheduled for alcohol and controlled substances tests as a part of the pre-employment process. Employment is contingent upon an alcohol test result indicating a negative alcohol concentration and a controlled substances test result received from the medical review officer with a verified negative test result.

- I.4.5.2 All selected applicants for employment will be given prior notification regarding testing requirements.
- I.4.5.3 Prior to the testing, applicants shall complete the pre-employment consent form.
- I.4.5.4 If a pre-employment alcohol test result under this section indicates an alcohol content of 0.02 or greater but less than 0.04, the provision of Section I.4.11 shall apply.
- I.4.5.5 All applicants with positive results shall be notified of those results.
- I.4.5.6 Positive results shall be considered grounds for disqualification from employment for the position.
- I.4.5.7 Tampering with the pre-employment test process, falsification, adulteration, or refusal to submit to a sample will result in disqualification from employment with the City of Moses Lake.
- I.4.6 Post-Accident
- I.4.6.1 Use of alcohol or controlled substances following an accident is strictly prohibited.
- I.4.6.2 Post-accident testing will be administered within two (2) hours following an accident involving:
 - A. Combination vehicles for CDL personnel (but not for non-commercial vehicles, unless reasonable suspicion exists)
 - B. Police vehicles for safety sensitive personnel
 - C. Any city vehicle for employees who volunteer to be in the random pool

Employee(s) required to take a post-accident alcohol test, shall refrain from alcohol use or consumption for eight (8) hours following an accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.
- I.4.6.3 Post-accident controlled substances testing will be administered within thirty-two (32) hours following the accident.
- I.4.6.4 An employee who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the City of Moses Lake to have refused to submit to testing.
- I.4.6.5 Mandatory documentation is required for any delay in post-accident testing.
- I.4.6.6 The City of Moses Lake recognizes post-accident testing conducted by federal, state, county, or local officials having independent authority as meeting this requirement.
- I.4.6.7 Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit the driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.
- I.4.7 Random Testing
- I.4.7.1 All employees covered by this policy will be subject to random testing for alcohol and/or controlled substance use.
- I.4.7.2 The selection of employees for random alcohol and controlled substances testing shall be made by a scientifically valid method.
- I.4.7.3 Each employee shall have an equal chance of being tested every time selections are made.

- I.4.7.4 Random alcohol and/or controlled substances testing will be unannounced and the dates for such tests will be such that any employee may be tested on any given work day throughout the calendar year.
- I.4.7.5 Upon notification of selection, employees are required to proceed to the designated collection site immediately.
- I.4.8 Reasonable Suspicion Testing
- I.4.8.1 All employees of the City of Moses Lake are subject to reasonable suspicion testing for alcohol and/or controlled substance use.
- I.4.8.2 Employee shall submit to an alcohol test when the supervisor has reasonable and documented suspicion to believe that the employee has violated the prohibitions of this policy.
- I.4.8.3 The supervisor or designated official's determination that reasonable suspicion exists to require the employee to undergo an alcohol test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odor of the employee.
- For example, any of the following, alone or in combination, may constitute reasonable suspicion:
1. Slurred speech
 2. Alcohol on breath
 3. Inability to walk a straight line
 4. An accident involving City of Moses Lake property
 5. Physical altercation
 6. Verbal altercation
 7. Behavior which is so unusual that it warrants summoning a supervisor or anyone else with authority
 8. Possession of alcohol or drugs
 9. Information obtained from a reliable person with personal knowledge
- A. If an alcohol test is not conducted within two (2) hours following the determination, the supervisor or designated official shall prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered.
- B. The City of Moses Lake shall cease attempts to administer the reasonable suspicion alcohol test if the test has not been administered within eight (8) hours of the determination and shall prepare and maintain on file a record stating the reasons for not administering the test.
- I.4.8.4 No employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions while the employee is under the influence of or impaired by alcohol as shown by the behavioral, speech and performance indicators of alcohol misuse, nor shall the City of Moses Lake permit the employee to perform or continue to perform safety-sensitive functions until:
- A. An alcohol test is administered and the employee's alcohol concentration result is negative, or
 - B. Twenty-four (24) hours have elapsed following the determination under Section I.4.8 of this policy that there is reasonable suspicion to believe that the employee has violated the prohibitions in this policy concerning the use of alcohol.

- I.4.8.5 The City of Moses Lake will not take action against an employee based solely on the employee's behavior and appearance, with respect to alcohol use, in the absence of an alcohol test. This does not prohibit the City of Moses Lake from taking action otherwise consistent with the law.
- I.4.8.6 The City of Moses Lake shall require an employee to submit to a controlled substances test when there is reasonable suspicion to believe that the employee has violated the prohibitions of this policy concerning controlled substances.
- A. The supervisor's or designated official's determination that reasonable suspicion exists to require the employee undergo a controlled substances test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odor of the employee. Observations may include indications of the chronic and withdrawal effects of controlled substances.
- B. A written record shall be made of the observations leading to a controlled substance reasonable suspicion test, and signed by the supervisor or designated official who made the observations, within twenty-four (24) hours of the observed behavior or before the results of the controlled substances test are released, whichever is earlier.
- I.4.8.7 Observations for alcohol and/or controlled substances reasonable suspicion testing shall be made by a supervisor or designated official who is trained in accordance with U. S. Department of Transportation Guidelines as defined in 49 CRF Part 40.
- I.4.8.8 The person who makes the determination that reasonable suspicion exists shall not conduct the drug or alcohol test of the employee.
- I.4.9 Referral, Evaluation, and Treatment
- I.4.9.1 Each employee who has engaged in conduct prohibited under Section I.4.4 of this policy shall be advised of the resources available to the employee in evaluating and resolving problems associated with the misuse of alcohol and/or use of controlled substances, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.
- I.4.9.2 Each employee who engages in conduct prohibited under Section I.4.4 of this policy shall be evaluated by a substance abuse professional who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substances use.
- I.4.9.3 The requirements of this section with respect to referral, evaluation, and rehabilitation do not apply to applicants who refuse to submit to a pre-employment alcohol or controlled substances test or who have a pre-employment alcohol test or a controlled substances test with a verified positive test result.
- I.4.10 Return-to-Duty and Follow-Up Testing
- I.4.10.1 If the employee is offered a "Re-Entry Agreement", the City of Moses Lake shall require, as a condition of continued employment, that before an employee returns to duty (requiring the performance of a safety-sensitive function) after engaging in conduct prohibited under the policy concerning alcohol, the employee shall undergo a return-to-duty alcohol test with a negative result.
- I.4.10.2 Employees who are offered "Re-Entry Agreements" will be required to adhere to the conditions set forth under Exhibit I, including but not limited to:
- A. Shall be subject to unannounced follow-up alcohol and controlled substances tests following the employee's return to duty. The number and frequency of such testing shall be as directed by the substance abuse professional and consist of at least six (6) tests in the first twelve (12) months following the employee's return to duty. Testing may terminate anytime after the first six (6) tests have been administered, if the substance

abuse professional determines such testing is no longer necessary.

- B. The financial responsibility of any and all costs associated with positive test results, substance abuse professional fees, treatment facilities, etc., are the sole responsibility of the employee.

I.4.10.3 If an employee is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances as determined in this section and is offered a Re-Entry Agreement, the City of Moses Lake shall ensure that the employee is subject to unannounced follow-up alcohol and/or controlled substances testing as directed by a substance abuse professional in accordance with this policy.

I.4.10.4 Follow-up alcohol testing of employees in safety-sensitive positions shall be conducted just before; while performing; or just after the employee has ceased performing safety-sensitive functions.

I.4.11 Other Alcohol-Related Conduct

I.4.11.1 Employees tested under the provisions of this policy who are found to have an alcohol concentration of 0.02 or greater but less than 0.04 are prohibited from performing or continuing to perform safety-sensitive functions for the City of Moses Lake, including driving a commercial motor vehicle. Nor shall the employee be permitted to perform or continue to perform safety-sensitive functions or other driving activities for employees volunteering to be in the random pool until the start of the employee's next regularly scheduled duty period, but not less than twenty-four (24) hours following administration of the test.

I.4.11.2 Except as provided in this section of this policy the City of Moses Lake shall not take action against an employee based solely on test results showing an alcohol concentration less than 0.04. This does not prohibit the City of Moses Lake, with authority independent of this policy, from taking any action otherwise consistent with law.

I.4.12 Employee Assistance

I.4.12.1 Employees who voluntarily seek assistance in dealing with alcohol or controlled substances should be referred immediately to the City of Moses Lake's designated officer. The City of Moses Lake will assist the employee in finding appropriate help but shares no financial burden with the employee.

I.4.12.2 Any employee voluntarily seeking help related to a drug or alcohol problem shall not be considered, in itself, grounds for corrective action or reasonable suspicion testing.

I.4.12.3 If an employee is experiencing performance problems or is pending disciplinary action, a request for assistance will be treated as a separate but related issue. In no case will participation in any assistance program shield employees who violate this, or any policy, from appropriate disciplinary action.

I.4.13 Definitions

Accident - determined by any accident which (1) involves the loss of human life, or (2) for which a citation under state or local law for a moving traffic violation may be issued to the City of Moses Lake or the driver arising from the accident, or (3) involving a motor vehicle, heavy machinery or company equipment which involves an injury to a human being requiring immediate medical treatment.

Alcohol - the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl and isopropyl alcohol.

Alcohol Concentration (or content) - means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test. Alcohol concentration levels measuring less than 0.02 are considered a negative result.

Alcohol Use - means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

Breath Alcohol Technician (BAT) - An individual who instructs and assists individuals in the alcohol testing process and operates an EBT.

Collection Site - A place designated by the employer where individuals present themselves for the purpose of 1) breath alcohol testing, and/or 2) providing a specimen of their urine to be analyzed for the presence of drugs.

Commercial Motor Vehicle - means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

- A. has a gross combination weight rating of 26,001 or more pounds, inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds.
- B. has a gross vehicle weight rating of 26,001 or more pounds
- C. is designed to transport 16 or more passengers, including the driver
- D. is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded.

Confirmation Test - In drug testing, a second analytical procedure to identify the presence of a specific drug or metabolite that is independent of the screening test and that uses a different technique and chemical principle from that of the screening test in order to ensure reliability and accuracy. (Gas chromatography/mass spectrometry). In alcohol testing, a second test, following a screening test with a result of 0.02 or greater, that provides quantitative data of alcohol concentration.

Controlled Substances - Cocaine, marijuana, opiates, amphetamines, and phencyclidine (PCP).

Controlled Substances Abuse - means the consumption by any method, of any controlled substances as defined in this section, and detected and confirmed through tests administered under this policy.

Driver - means any person who operates a commercial motor vehicle.

EBT (Evidential Breath Testing Device) - An EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's "Conforming Products List of Evidential Breath Measurement Devices" (CPL).

Medical Review Officer (MRO) - A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

N.I.D.A. - means National Institute of Drug Abuse currently referred to as SAMHSA.

Performing Safety-Sensitive Function - An employee is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform or immediately available to perform any safety-sensitive functions.

Reference Laboratory - for purposes of voluntary blood sample testing of alcohol concentration means a laboratory which, at a minimum, practices in the College of American Pathology Blood Alcohol Proficiency Testing Program and is in good standing. The samples should be maintained and handled with the same integrity of forensic urine drug testing specimens. The laboratory should also meet all state blood alcohol testing requirements.

S.A.M.H.S.A. - mens Substance Abuse & Mental Health Services Administration formerly NIDA.

Safety Sensitive Function - means (1) operate a commercial motor vehicle and/or (2) positions where there is a real and substantial risk of harm to the public in the event an individual performing the duties was impaired due to the influence of drugs or alcohol and the individual is not subject to daily supervision.

Screening Test - In drug testing, an immunoassay screen to eliminate "negative" urine specimens from further analysis. In alcohol testing, an analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath specimen.

Substance Abuse Professional (SAP) - means a licensed physician (medical doctor or doctor of osteopathy) or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

Under the Influence - means a person is affected by a drug/alcohol so as to impair physical coordination, balance and control and/or impair mental functions of judgment, decision making, memory, concentration and cognitive problem solving. Under the influence means the drug/alcohol is in the body and is having some degree of effect on mental and/or physical functioning up to and including intoxication. An employee with an alcohol concentration of 0.02 or greater, or who tests positive for controlled substances is considered to be under the influence.

RE-ENTRY AGREEMENT

This agreement is entered into between (employee) and the City of Moses Lake in order to provide (employee) the opportunity to demonstrate to the City of Moses Lake his/her fitness for continued employment. (Employee) understands that the City of Moses Lake has offered him/her this opportunity as a last chance for him/her to demonstrate his/her fitness for continued employment and that this Agreement is in lieu of his/her being discharged as an employee of the City of Moses Lake. (Employee) understands that his/her continued employment by the City of Moses Lake will be strictly governed by the terms of this Agreement; that he/she agrees to adhere strictly to all terms of the Agreement; and that he/she further agrees not to challenge, by grievance or otherwise, the City of Moses Lake's evaluation that his/her conduct preceding this Agreement subjects him/her to discharge from employment.

In consideration for the City of Moses Lake's agreement to allow a continuation of (employee's) employment on the terms stated in this Agreement, (employee) agrees to adhere strictly to all terms specified herein.

1. (Employee) will continue to actively participate in the substance rehabilitation program as specified by his/her substance abuse professional and/or Employee Assistance Counselor.
2. Following discharge from completion of that program, (employee) agrees to abide by and complete all of the program's follow-up requirements, including sustained attendance at Alcoholics Anonymous, Cocaine Anonymous, Narcotics Anonymous or other appropriate support group meetings and/or after-case sessions at the treatment facility for a period of one year or as otherwise recommended by the substance abuse professional.
3. (Employee) recognizes that his/her continued employment by the City of Moses Lake is contingent upon satisfactory completion of a one-to-five year probationary period, based upon the substance abuse professional's recommendation, during which time he/she will:
 - A. Abstain from any use of controlled substances and/or alcohol
 - B. Agrees to random alcohol and/or controlled substances testing for a minimum of six (6) tests within the first twelve-month period following re-entry over a maximum period of 60-months based on the substance abuse professionals recommendation.
 - C. Maintain satisfactory job performance, conduct and attendance and be subject to discipline procedures for any failure to meet standards.
4. (Employee) understands that his/her previous job performance, conduct or attendance has not been satisfactory and that the termination of his/her employment is warranted. (Employee) further understands that because of this past problem, close supervision is necessary. (Employee) accepts his supervision for the next 12-60 months as a constructive part of his/her recovery and continued employment by the City of Moses Lake.
5. (Employee) understands that this Agreement is a FINAL WARNING and that ANY violation of this RE-ENTRY AGREEMENT will result in the immediate termination of his/her employment by the City of Moses Lake. (Employee) further agrees that if so terminated, he/she waives any right to file or pursue a grievance or other claim on his/her behalf to challenge such termination.

Dated: _____, 20____

Dated: _____, 20____

Employee

Supervisor

Dated: _____, 20____

Dated: _____, 20____

Department Director

Human Resources Director

APPENDIX C

- A. In an effort to ensure that investigations are conducted in a manner which is conducive to good order and discipline, bargaining unit employees shall be entitled to the following protections which shall hereafter be termed as the "Police Bill of Rights". Every employee who becomes the subject of an internal investigation shall be afforded the rights contained in the rest of this section.
- B. Every employee who becomes the subject of a formal internal investigation shall be advised at the time of their interview that he/she is accused of:
 - 1. Committing a criminal offense
 - 2. Conduct that would be grounds for termination, suspension, or other disciplinary actions
 - 3. Of their right to Guild representation
- C. Any employee who becomes the subject of a criminal investigation shall, prior to their interview, be notified that he/she is the subject of a criminal investigation and, further, that he/she is under no obligation to answer any questions or to remain in an interview setting involuntarily, except as provided herein. So long as the matter remains a criminal investigation, the remainder of this article shall not apply until or unless the Department determines to compel the subject employee to answer questions. A criminal investigation as used herein shall be interpreted as any investigation which could result in the filing of a criminal charge against the officer. In any non-criminal investigation, the balance of this article shall apply.
- D. Any interview shall take place at the Department, except when impractical. The employee shall be advised of his/her right to and allowed that Guild representation to the extent required by law. If the employee is a suspect, they shall be given a general overview of the factual allegations in writing before the interview commences.
- E. The interview of any employee shall be at a reasonable hour, when the employee is on duty, unless the exigency of the interview dictates otherwise. If the employee is suspected of misconduct, the interview generally shall be conducted in person, except that for limited follow-up questions or where there are other unusual situations, questioning may be telephonic so long as a Guild representative is given the opportunity to participate in the call.
- F. The employee or Employer may request that an internal investigation interview be recorded, either mechanically or by a stenographer. There can be no "off the record" questions. Upon request, the employee under internal investigation shall be provided an exact copy of any written statement he/she has signed or of a verbatim transcript of any interview if one is created.
- G. Interviewing shall be completed within a reasonable time and, in all internal investigation interviews, the employee shall be afforded such intermissions as he/she shall reasonably request for personal necessities, meals, telephone calls, and rest periods.
- H. All interviewing shall be limited in scope to activities, circumstances, or events which pertain to an employee's conduct or fitness to hold office.
- I. The employee will not be threatened with dismissal or other disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall he/she be subject to abusive or offensive language or intimidation in any manner. No promises or rewards shall be made as an inducement for the accused officer to answer questions.
- J. No employee shall be required to unwillingly submit to a polygraph test, nor will employees be required to answer questions without a direct order to do so.

- K. Employees and/or their Guild Representative (if representing the employee) shall have access to complete copies of completed internal investigation files at any reasonable time once a Loudermill hearing has been scheduled, or after discipline has been imposed if no Loudermill hearing is held. Internal investigation files that do not result in an adverse finding shall not, in any way, be noted in that employee's personnel file and shall not be considered in determining the level of discipline which is appropriate.

- L. Administrative non-criminal investigations must be completed within one hundred eighty (180) days of the matter coming to the attention of the Department. In the event the Office of the Chief believes an extension beyond one hundred eighty (180) days is necessary, and the City can show that it has acted with due diligence and the investigation could not be reasonably be completed due to factors beyond the control of the Department (including, but not limited to, for example, extended illness or other unavailability of a critical witness (i.e. - the complainant, the officer being investigated), or necessary delays in the processing of forensic evidence by other agencies), the Chief must contact the Guild prior to the expiration of the one hundred eighty (180) days seeking to extend the time period. Any request for extension based on the unavailability of witnesses shall include a showing that the witness is expected to become available in a reasonable period of time. A request for extension based upon the above criteria will not be unreasonably denied. The period of investigation may also be extended by mutual agreement between the Guild President and the Chief.

APPENDIX D

K-9 UNIT ASSIGNMENT

The City has formed a K-9 Unit as part of the Moses Lake Police Department. Below are the terms, conditions, and duties to perform that are associated with a K-9 Handler. The following terms and conditions will apply during the term the Officer is assigned to the K-9 Unit.

1. Both parties agree that the dog assigned to the Officer is owned by the City, but that the City does not have a facility for boarding the dog over night or during non-working hours.
2. The City agrees to provide Officer training regarding the use of the dog for law enforcement purposes, as well as training in the care of the dog during work duty and non-work duty hours.
3. Due to the significant financial costs associated with the purchase of, training and travel associated with the K-9 Unit, the Officer agrees to make a minimum 3-year commitment to the K-9 Unit.
4. City agrees to install at Officer's residence a kennel for the housing of the dog during non-work duty hours. The kennel shall be the property of the City and will be removed from the Officer's residence when the Officer's assignment to the K-9 Unit is concluded. Officer will keep the dog secure while the dog is at Officer's residence to prevent injury to the dog, the Officer's family, and to the public. The kennel and exterior fencing of the Officer's backyard will be signed advising the public that a "Trained Police Dog" resides at the residence. Should the officer move residences during their assignment to the K-9 Unit the officer will be responsible for moving the kennel and paying for any associated costs due to the change of residency.
5. Officer agrees to care for the dog as needed during both on-duty and off-duty hours during the time period that the Officer is assigned to the K-9 Unit. Routine off-duty care shall include, but not be limited to feeding, grooming, and socializing the dog. The parties recognize that the time that it takes to provide such routine off-duty care is considered work hours, but also recognize that it is difficult to record the actual time that is spent caring for the dog each day since it will be intermittent throughout a day. Both parties have had an opportunity to review and analyze the time that will be involved in providing routine care (feeding, grooming, socializing, as well as any other routine care) to the dog during off-duty hours and have mutually determined that the officer assigned as the K-9 handler will receive 5% specialty pay in lieu of "kennel time" for routine care and maintenance of the dog. Taking the dog for veterinarian care and training with the dog is not considered routine care.

6. The parties agree that K-9 officer's assigned work duty shift will be the same as the patrol officer's schedule as described in the MOA dated November 27, 2018. Taking the dog to the veterinarian or training with the dog may be done during the Officer's assigned work shift. In the event that non-routine care is required to be done during hours other than the assigned work shift, the Officer will report those hours and will be compensated for those additional hours in accordance with the FLSA.
7. In addition to Officer's assigned work duty shift and the 4 hours a week to provide routine care for the dog, Officer agrees to be available to be called out. If Officer is not going to be available for call out, Officer shall notify the operations captain that Officer will not be available and the time period for which Officer is unavailable.
8. Officer understands and agrees that Officer must be able to pass the CJTC physical ability test on a yearly basis during the period which the Officer is assigned to the K-9 Unit. Failure to pass the test may result in a re-assignment of the Officer.
9. Officer will be issued a take home patrol vehicle as part of the assignment to the K-9 Unit. The vehicle will be used to transport the K-9 to and from work, training, veterinarian appointments and any other work related assignments. The Officer understands that upon completion of the assignment to the K-9 Unit the vehicle will be returned to the City and the Officer will not continue to have the right to have a take home vehicle.
10. Officer understands that when Officer is no longer assigned to the K-9 Unit Officer will no longer be responsible for the care of the dog on behalf of the City and will turn the dog over to any person that the Chief of Police designates to take over the care of the dog.
11. In the event that the dog becomes ill or injured, and is no longer able to perform law enforcement duties, the decision regarding the future ownership and care of the dog shall be at the sole discretion of the City.
12. The parties recognize that time and training associated with being a K-9 Handler is a significant financial and career investment on the part of both the Officer and the City. However, the parties also understand and agree that Officer's assignment to the K-9 Unit is contingent upon the Officer's continued employment, appropriations to fund the K-9 Unit and the Officer's performance. The decision to reassign the Officer is at the sole discretion of Chief of Police.

APPENDIX E

Memorandum of Agreement
By and Between
City of Moses Lake and
Moses Lake Police Officers' Guild

June 13, 2017

Amended November 27, 2018

Subject: Memorandum of Agreement/Schedule Changes

This MOA between the City of Moses Lake and the Moses Lake Police Officer Guild sets forth the following changes to the current schedule:

1. Effective as of June 26, 2017 the MI-PD work schedule will move to a 12 hour shift schedule**. The shifts will start at 6 a.m. and 6 p.m.
2. The scheduled days will be 4 days on 4 days off. Based on a 28 day work cycle of 168 hours.
3. Overtime will be paid for all compensable hours worked over 168 within the 28 day work period as agreed to in the current collective bargaining agreement.
4. The shifts will rotate every 13 weeks and officers will rotate from days to nights or nights to days.
5. The chief or his/her designee will assign and may reassign officers to shifts based on needs of the shift, (i.e. experience, assignments) • One sergeant will be assigned to each shift.
6. Vacation requests will be handled as outlined in the current contract.
7. In an effort to increase training opportunities, the chief or his/her designee reserves the right, within seven (7) days advanced notice, to temporarily alter all affected employee's schedules to prevent overtime. This will be allowed for training purposes only.
8. In the event of staffing shortage and/or emergent circumstances the City shall have the right to suspend the 12 hour shifts and revert to another approved schedule.
9. Kelly Time (24 hours per 13 week rotation or a proration as appropriate), at the discretion of management, will be scheduled by the sergeants during the same rotation schedule that it is earned. Officers will request the Kelly Time through their sergeant based on seniority, and sergeants will work with the officers to meet the officers request as the schedule allows. If an agreement cannot be reached regarding the scheduling Kelly time off, the Department has the exclusive right to schedule employees for and require Kelly time be taken.
10. If an officers terminates employment with a negative Kelly Time bank they will be required to pay those hours back to the City at the time of termination. In the case of an officer terminating employment with positive hours in their Kelly Time bank, those hours will be compensated at straight time.
11. ** New hires prior to attending the Academy, Detectives, SRO officers and officers on light duty may be on other than 12 hour shifts at the discretion of the Chief or his/her designee.

It is understood by the parties that not every issue related to a new trial shift schedule can be or is addressed in the MOA. Therefore, the parties agree to meet and confer over any issues that may arise related to the 12 hour trial shift schedule.

By the signature(s) below, the parties agree to the above changes.

Dated: 6/14/17

FOR THE CITY:


John Williams, City Manager

Dated: _____

FOR THE GUILD:



Curt Ledeboer, President