



City of Longview

1525 Broadway
Longview, WA 98632
www.ci.longview.wa.us

City Council

*Mayor MaryAlice Wallis
Mayor Pro Tem Michael Wallin
Council Member Ruth Kendall
Council Member Angie Wean
Council Member Spencer Boudreau
Council Member Christine Schott
Council Member Hillary Strobel*

Thursday, January 13, 2022

7:00 PM

2nd Floor, City Hall

NOTICE IS HEREBY GIVEN, in accordance with RCW Chapter 42.30, that the City Council of the City of Longview, Washington, will be holding a regular meeting on Thursday, January 13th, at 7:00 p.m. at the Council Chamber, City Hall 1525 Broadway St, Longview. The meeting is also available by Zoom.

Zoom Meeting Link:

<https://us02web.zoom.us/j/89047483965>

Telephone options (you may need to try more than one number if you receive a busy signal):

Dial any of the following numbers:

**1-253-215-8782
1-346-248-7799
1-408-638-0968
1-669-900-6833
1-301-715-8592
1-312-626-6799
1-646-876-9923**

Webinar ID: 890 4748 3965

The City Hall is accessible for persons with disabilities. Special equipment to assist the hearing impaired is also available. Please contact the City Executive Offices at 360.442.5004 48 hours in advance if you require special accommodations to attend the meeting.

- 1. CALL TO ORDER**
- 2. INVOCATION*/FLAG SALUTE**

3. ROLL CALL

22-00029 CEREMONY: SWEARING-IN OF NEWLY ELECTED AND REELECTED COUNCIL MEMBERS BY THE HONORABLE JUDGE HAYS, MUNICIPAL COURT JUDGE

22-00030 ELECTION OF MAYOR (CONDUCTED BY CITY CLERK)

22-00031 ELECTION OF MAYOR PRO TEM (CONDUCTED BY MAYOR)

4. APPROVAL OF MINUTES

22-0005 DECEMBER 28, 2021 SPECIAL MEETING MINUTES

5. CHANGES TO THE AGENDA**6. PRESENTATIONS & AWARDS****7. CONSTITUENTS' COMMENTS (Thirty Minutes)****8. FOLLOW-UP TO PAST CONSTITUENTS' COMMENTS****9. PUBLIC HEARINGS****10. BOARD & COMMISSION RECOMMENDATIONS****11. ORDINANCES & RESOLUTIONS**

22-00011 RESOLUTION NO. 2391- INTERLOCAL AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

RECOMMENDED ACTION:
MOTION TO ADOPT RESOLUTION NO. 2391

22-00041 RESOLUTION NO. 2392 - EMERGENCY DECLARATION MAPLEWOOD DRIVE SLIDE STABILIZATION

RECOMMENDED ACTION:
MOTION TO ADOPT RESOLUTION NO. 2392.

12. MAYOR'S REPORT**13. COUNCILMEMBERS' REPORTS**

22-0006 ORDINANCE NO. 3457- MORATORIUM ON APPLICATIONS FOR CERTAIN LAND USES IN THE DOWNTOWN COMMERCE DISTRICT, D-C ZONE.

RECOMMENDED ACTION:
MOTION TO ADOPT ORDINANCE 3457, SET A PUBLIC HEARING FOR MARCH 10, 2021, AND DIRECT THE PLANNING COMMISSION TO REVIEW THE USES PERMITTED IN THE D-C ZONE AND RECOMMEND ZONING AMENDMENTS TO ENSURE A VIBRANT MIXTURE OF FOR-PROFIT USES INCLUDING THE SALE OF GOODS AND SERVICES, ENTERTAINMENT AND DINING ARE PRESENT.

14. CONSENT CALENDAR

22-00015 APPROVAL OF CLAIMS**22-000116 BID REVIEW – GOLF COURSE PUMP STATION REHABILITATION****RECOMMENDED ACTION:**

MOTION TO ACCEPT THE LOW BID AND AWARD TO ADVANCED EXCAVATING SPECIALISTS, LLC IN THE AMOUNT OF \$192,464.48

22-0007 BID REVIEW – 2021 MINT VALLEY RACQUET COMPLEX ROOF INSULATION**RECOMMENDED ACTION:**

MOTION TO REJECT ALL BIDS

22-00017 REQUEST TO SET PUBLIC HEARING FOR JANUARY 27, 2022 FOR THE 2020 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) REQUIRED BY HUD.**RECOMMENDED ACTION:**

MOTION TO SET PUBLIC HEARING FOR JANUARY 27, 2022 FOR THE 2020 CONSOLIDATED ANNUAL PERFORMANCE REPORT (CAPER) REQUIRED BY HUD.

15. CITY MANAGER'S REPORT**22-00012 LONGVIEW POLICE GUILD COLLECTIVE BARGAINING AGREEMENT FOR 2022-2024****RECOMMENDED ACTION:**

MOTION TO APPROVE THE LONGVIEW POLICE GUILD COLLECTIVE BARGAINING AGREEMENT FOR 2022-2024

22-00013 PROFESSIONAL, TECHNICAL AND ADMINISTRATIVE (PTA) EMPLOYEES 2022 SALARY AND BENEFITS**RECOMMENDED ACTION:**

MOTION TO APPROVE RECOMMENDED PTA SALARY AND WAGES FOR 2022

22-00014 LONGVIEW POLICE SUPPORT GUILD (LPSG) COLLECTIVE BARGAINING AGREEMENT 2022-2024**RECOMMENDED ACTION:**

MOTION TO APPROVE THE LPSG 2022-2024 COLLECTIVE BARGAINING AGREEMENT

22-00032 PROFESSIONAL SERVICES AGREEMENT-HEARINGS EXAMINER**RECOMMENDED ACTION:**

AUTHORIZE THE CITY MANAGER TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT FOR HEARINGS EXAMINER WITH MR. BRENT BOGER

22-00039 IAFF 3375 COLLECTIVE BARGAINING AGREEMENT JANUARY 1, 2020-DECEMBER 31, 2022**RECOMMENDED ACTION:**

MOTION TO APPROVE THE IAFF LOCAL 3375 COLLECTIVE BARGAINING AGREEMENT FOR 2020-2022

22-00040 PURCHASE AND SALE AGREEMENT OF LOTS 8, 9, 10 AND 11 IN THE MINT FARM INDUSTRIAL PARK

RECOMMENDED ACTION:

MOTION TO DIRECT THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT AND CLOSING DOCUMENTS FOR THE SALE OF MINT FARM INDUSTRIAL PARK LOTS 8, 9, 10 AND 11 TO DIVERT, INC.

16. MISCELLANEOUS

17. ADJOURNMENT

*** Any invocation that may be offered at the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker.**

NEXT REGULAR COUNCIL MEETINGS:

THURSDAY, JANUARY 27, 2022- 7:00 P.M.

THURSDAY, FEBRUARY 10, 2022- 7:00 P.M.

NEXT COUNCIL WORKSHOPS:

TBD



City of Longview

1525 Broadway
Longview, WA 98632
www.ci.longview.wa.us

Minutes

City Council

*Mayor MaryAlice Wallis
Mayor Pro Tem Michael Wallin
Council Member Ruth Kendall
Council Member Angie Wean
Council Member Spencer Boudreau
Council Member Christine Schott
Council Member Hillary Strobel*

Tuesday, December 28, 2021

6:00 PM

2nd Floor, City Hall

NOTICE IS HEREBY GIVEN, in accordance with RCW Chapter 42.30, that the City Council of the City of Longview, Washington, will be holding a special meeting on Tuesday, December 28th, at 6:00 p.m. at the Council Chamber, City Hall, 1525 Broadway St., Longview. The meeting is also available by Zoom.

Zoom meeting link:

<https://us02web.zoom.us/j/87585767930>

Telephone options (you may need to try more than one number if you receive a busy signal):

Dial any of the following numbers:

1-253-215-8782

1-408-638-0968

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Webinar ID: 875 8576 7930

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1. CALL TO ORDER

Mayor Wallis called the meeting to order at 6:00 p.m.

2. INVOCATION*/FLAG SALUTE**3. ROLL CALL**

Present: Mayor Wallis, Mayor Pro Tem Wallin, Councilmember Kendall, Councilmember Makinster, Councilmember Strobel, Councilmember Moon, Councilmember Schott

Absent: None

Staff Present: City Manager Kurt Sacha; City Attorney Jim McNamara; Deputy City Clerk Kassi Mackie; Public Works Director Ken Hash; Police Chief Robert Huhta; Administrative Services Director Kris Swanson

4. APPROVAL OF MINUTES**21- DECEMBER 16, 2021 SPECIAL MEETING MINUTES
0001150**

The minutes from December 16, 2021 were corrected to reflect Councilmember Moon's opposition to Resolutions No. 2385 and 2386.

5. CHANGES TO THE AGENDA

Councilmember Kendall requested consideration of Resolution No. 2388 prior to Resolution No. 2384.

6. PRESENTATIONS & AWARDS**7. CONSTITUENTS' COMMENTS (Thirty Minutes)**

Spencer Boudreau of Longview provided public comment.

8. FOLLOW-UP TO PAST CONSTITUENTS' COMMENTS**9. PUBLIC HEARINGS****10. BOARD & COMMISSION RECOMMENDATIONS****11. ORDINANCES & RESOLUTIONS****21- RESOLUTION NO. 2384 – WATER RATES FOR 2022
0001154**

RECOMMENDED ACTION:
MOTION TO ADOPT RESOLUTION NO. 2384.

A motion was made by Mayor Pro Tem Wallin, seconded by Councilmember Kendall, to adopt Resolution No. 2384. The motion carried unanimously.

**21- RESOLUTION NO. 2388- ACCEPTANCE OF THE AMERICAN RESCUE PLAN ACT (ARPA)
0001153 FUNDS**

RECOMMENDED ACTION:**MOTION TO ADOPT RESOLUTION NO. 2388**

A motion was made by Mayor Pro Tem Wallin, seconded by Councilmember Kendall, to adopt Resolution No. 2388. The motion carried unanimously.

Public Works Director Ken Hash presented.

12. MAYOR'S REPORT

Mayor Wallis provided a verbal report.

13. COUNCILMEMBERS' REPORTS**14. CONSENT CALENDAR**

A motion was duly made and passed approving the items on the Consent Calendar as though acted on individually.

21- APPROVAL OF CLAIMS**0001151****1ST HALF DECEMBER ACCOUNTS PAYABLE****1ST HALF DECEMBER PAYROLL****15. CITY MANAGER'S REPORT**

City Manager Sacha provided a verbal report.

16. MISCELLANEOUS**17. ADJOURNMENT**

The meeting was adjourned at 6:25 p.m.

*Kassi Mackie
Deputy City Clerk*

*Approved: _____
Mayor*

*** Any invocation that may be offered at the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker.**

NEXT REGULAR COUNCIL MEETINGS:
THURSDAY, JANUARY 13, 2022-7:00 P.M.
THURSDAY, JANUARY 27, 2022-7:00 P.M.

NEXT COUNCIL WORKSHOPS:
TBD



City of Longview

Agenda Summary

RESOLUTION NO. 2391- INTERLOCAL AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2391

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Council Initiative: Provide sustainable water quality and environmental infrastructure
 Address quality of place issues
 Preserve and enhance neighborhoods

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

The Department of Natural Resources (DNR) was given money to conduct tree canopy analyses on the east and west side of Washington State. A tree canopy assessment can help a community determine how much of their total land area is covered by trees, identify the location of those trees, and identify where there are new opportunities to plant trees. Tree canopy assessments also determine the amount and location of impervious cover in a community. Depending on how a tree canopy assessment is conducted canopy cover can be assessed by watershed, zoning or land use category, political boundary, neighborhood, business district, census tract, or individual parcel. Results of an assessment can be evaluated through the lens of a specific community needs and can provide a blueprint of available and unavailable tree planting and conservation prospects as well as opportunities to increase and grow the canopy.

After interviewing with DNR, taking into account the productive history of previous partnership and our continued commitment and support of our urban forestry program, they have chosen us as their western Washington city to showcase. They would like to grant us \$25,000, which should fully cover the cost of the analysis. The next steps, should this receive approval, would be to enter into an interlocal agreement with DNR and once executed begin the RFP process similar to the one we did for the tree inventory assessment.

RECOMMENDED ACTION:

Motion to proceed with an interlocal agreement with the Department of Natural Resources

STAFF CONTACT: Jennifer Wills, Parks and Recreation Director

Attachments:

1. Resolution 2391 Re Interlocal with DNR
2. Res. 2391 Attachment 93-103070_FHRD_Interagency Agreement_Longview_Final

Resolution No. 2391

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES FOR PARKS FOR A TREE CANOPY COVER ASSESSMENT

WHEREAS,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Longview as follows:

Section 1. The City Manager is authorized to execute the agreement with the Washington State Department of Natural Resources for parks and trails maintenance activities, which is attached as Exhibit A, and forming a part of this Resolution.

PASSED by the City Council of Longview, Washington, and approved by its Mayor this _____ day of January, 2022.

Mayor

ATTEST:

City Clerk



INTERAGENCY AGREEMENT
DEPARTMENT OF NATURAL RESOURCES (DNR)
NO. 93-103070

PI: 248
Funding Source: State
Grant Funded: ☐ Yes ☒ No

This Agreement is made and entered into between the Washington State Department of Natural Resources, hereinafter referred to as DNR, and the below named firm, hereinafter referred to as the City

DNR and the City enter into this agreement under Chapter 39.34, Interlocal Cooperation Act.

City of Longview
706 30th Ave
Longview, WA 98632
Phone: 360-442-5422
FAX: 360-442-5955
Email: Joanna.martin@ci.longview.wa.us

IT IS MUTUALLY AGREED THAT:

1.0 Purpose. The purpose of this Agreement is to provide funding for a canopy cover assessment. The City of Longview's first canopy cover assessment study will provide the City with an accurate picture of its canopy cover and environmental health disparities, assist in setting goals for future canopy cover activities and actions, and provide tools and analysis to help the City make decisions about maintaining and enhancing its urban forest.

2.0 Scope of Work. The City shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to performing work set forth in the Attachment A – Scope of Work.

3.0 Period of Performance. The period of performance of this Agreement shall begin on the date of execution, and end on May 30, 2022, unless terminated sooner as provided herein.

4.0 Payment. The parties estimate that the cost of accomplishing the work will not exceed Twenty Five Thousand Dollars (\$25,000). Pay for services shall be based on the rates and terms described in Attachment B – Budget.

Funding for this contract is provided by the Washington State 21-23 Biennium, Operating Budget, DNR program index 248, project code NZF.

5.0 Billing Procedures. The City shall submit invoices upon completion of the project. The City shall only submit invoices at the completion of each activity or task clearly identified in Attachment A – Scope of Work. No payments in advance or in anticipation of services or goods to be provided under this contract shall be made by DNR.

Payment for approved goods and/or services will be made by check, warrant or account transfer within 30 days of receipt of the invoice. Upon expiration of the Agreement, invoices shall be paid, if received within 30 days after the expiration date. However, invoices for all work done within a fiscal year must be submitted within 30 days after the end of the fiscal year.

Each invoice submitted to DNR shall include information needed by DNR to determine the exact nature of all expenditures and completed work. At a minimum, each invoice shall specify the following:

1. Agreement number 93-103070
2. Invoice date
3. Organization and primary contact name
4. Primary contact phone number and email address
5. Narrative description of the work performed to complete the activity
6. Detail of the expenses being billed
7. Supporting documentation for all expenses being billed
8. Total invoice amount

6.0 Records Maintenance. The City shall maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by the City in providing the services. These records shall be available for inspection, review, or audit by personnel of the DNR, other personnel authorized by the DNR, the Office of the State Auditor, and federal officials as authorized by law. The City shall keep all books, records, documents, and other material relevant to this Agreement for six years after agreement expiration. The Office of the State Auditor, federal auditors, and any persons authorized by the parties shall have full access to and the right to examine any of these materials during this period.

Records and other documents in any medium furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose this material to any third parties without first notifying the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

7.0 Rights to Data. Unless otherwise agreed, data originating from this Agreement shall be 'works for hire' as defined by as defined by Title 17 U.S.C., Section 101 and shall be owned equally. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register and the ability to transfer these rights.

8.0 Independent Capacity. The employees or agents of each party who are engaged in performing this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

9.0 Amendments. This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

10.0 Termination for Convenience. Either party may terminate this Agreement upon 30 calendar days' prior written notice to the other party. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

11.0 Termination for Cause. If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party

will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing.

12.0 Disputes. If a dispute arises, each party will make a good faith effort to resolve issues at the lowest possible level in their respective agencies. If they cannot resolve an issue, they will elevate the issue within their respective chains of command to resolve it.

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties. The cost of resolution will be borne as allocated by the Dispute Board. Alternatively, the parties may pursue a third party dispute resolution as the parties mutually agree to in writing.

13.0 Governance. This contract is entered into the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable federal statutes and rules;
- (2) State of Washington statutes and regulations
- (3) Scope of Work; and
- (4) Any other provisions of the agreement, including materials incorporated by reference.

14.0 Assignment. The work to be provided under this Agreement and any claim arising from this Agreement cannot be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party. Neither party shall unreasonably withhold consent.

15.0 Waiver. A party that fails to exercise its rights under this agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to this agreement.

16.0 Harassment. Per [RCW 43.01.135](#), Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-007 Harassment Prevention:
https://www.dnr.wa.gov/publications/em_PO01-007_harassment_prevention.pdf

17.0 Severability. The provisions of this agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

18.0 Responsibilities of the Parties/Indemnification. To the fullest extent permitted by law, the City shall indemnify, defend (with counsel acceptable to DNR), and hold harmless DNR, its officials, agents, and employees, from and against all claims arising out of or resulting from the performance of the Agreement. "Claim" as used in this Agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. The City's obligation to indemnify, defend, and hold harmless includes any claim by the City's employees, representatives, any subcontractor or its employees, or any third party.

However, the City shall not indemnify, defend, or hold harmless DNR, its officials, agents, and employees for claims caused by or resulting from the sole negligence of DNR, its officials, agents, and employees and in the event of concurrent negligence by (1) the City, its agents, employees, representatives, any subcontractor or its employees, or any third party and (2) DNR, its officials, agents, and employees, then

the City's obligation to indemnify, defend, and hold harmless DNR, its officials, agents, and employees shall be valid and enforceable only to the extent of the City, its agents, employees, representatives, any subcontractor or its employees, or any third party's share of any concurrent negligence.

The City waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless DNR and its officials, agents or employees.

19.0 Insurance. Before using any of said rights granted herein and its own expense, the City shall purchase and maintain, or require its agent(s)/subcontractor to purchase and maintain, the insurance described below for the entire duration of this Agreement. Failure to purchase and maintain the required insurance may result in the termination of the Agreement at DNR's option.

All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, the State of Washington, Department of Natural Resources.

The City shall provide DNR with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Agreement before using any of said rights granted herein. The description section of the certificate shall contain the Contract Number and the name of the DNR Project Manager. The City shall also provide renewal certificates as appropriate during the term of this Agreement.

The City shall include all subcontractors and agents as insured under all required insurance policies or shall provide separate certificates of insurance for each subcontractor or agent. Failure of the City to have its subcontractors and agents comply with the insurance requirements contained herein does not limit the City's liability or responsibility.

INSURANCE TYPES & LIMITS: The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL) Insurance: The City shall purchase and maintain commercial general liability insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

Employer's liability ("Stop Gap") Insurance: The City shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.

Business Auto Policy (BAP) Insurance: The City shall purchase and maintain business auto insurance and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto". The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense." The City waives all rights of subrogation against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Industrial Insurance (Workers Compensation): The City shall comply with Title 51 RCW by maintaining workers compensation insurance for its employees. The City waives all rights of subrogation against State for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability, excess, or umbrella insurance. The City waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this Agreement.

ADDITIONAL PROVISIONS:

Additional Insured: The State of Washington, Department of Natural Resources, its officials, agents, and employees shall be named as additional insured by endorsement on all general liability, excess, and umbrella insurance policies.

Cancellation: DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

1. Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or nonrenewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
2. Insurers subject to Chapter 48.15 RCW (Surplus Lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Insurance Carrier Rating: All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII, or better. Any exception must be reviewed and approved by the DNR Risk Manager or the DNR Contracts Manager, in the Risk Manager's absence. If an insurer is not admitted to do business in the State of Washington, all insurance policies and procedures for issuing the insurance policies must comply with Chapters 48.15 RCW and 284-15 WAC.

Self-Insurance: If the City is self-insured, evidence of its status as a self-insured entity shall be provided to State. The evidence should demonstrate that the City's self-insurance meets all of the required insurance coverage of this Agreement to the satisfaction of State including the description of the funding mechanism and its financial condition. If the funding mechanism or financial condition of the self-insurance program of The City is inadequate, then State may require the purchase of additional commercial insurance to comply with this Agreement.

Waiver: The City waives all rights of subrogation against State for recovery of damages to the extent these damages are covered by general liability, excess, or umbrella insurance maintained pursuant to this Agreement.

20.0 Complete Agreement in Writing. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

21.0 Contract Management.

CONTRACTOR Contract Manager Information	DNR Contract Manager Information
Jennifer Wills City of Longview, Director 706 30th Avenue Longview, WA 98632 Phone: 360-442-5405 Email address: jennifer.wills@ci.longview.wa.us	Sydney Debien Department of Natural Resources 1111 Washington Street SE Olympia, WA 98504-7037 Phone: (360) 902-1324 Email address: Sydney.Debien@dnr.wa.gov
CONTRACTOR Project Manager Information	AGENCY Project Manager Information
Joanna Martin City of Longview, Parks & Urban Forestry Manager 706 30th Avenue Longview, WA 98632 Phone: 360-442-5422 Email address: Joanna.Martin@ci.longview.wa.us	Daria Gosztyla Department of Natural Resources 1111 Washington Street SE Olympia, WA 98504-7037 Phone: 360-481-7399 Email address: Daria.Gosztyla@dnr.wa.gov

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF LONGVIEW

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

<i>Signature</i>	<i>Date</i>	<i>Signature</i>	<i>Date</i>
Kurt Sacha		Terra Rentz	
<i>Name</i>		<i>Name</i>	
City Manager		Forest Resilience Division Manager	
<i>Title</i>		<i>Title</i>	
1525 Broadway		1111 Washington Street SE	
Longview, WA 98632		Olympia, WA 98504-7037	
<i>Address</i>		<i>Address</i>	
360-442-5000		(360) 259-4794	
<i>Telephone</i>		<i>Telephone</i>	

SCOPE OF WORK AND BUDGET

Activity 1: Canopy Cover Assessment An accurate and complete picture of the City's canopy cover			
Task	Deliverable	Completion Date	Estimated Cost per Task
1A. Acquire raster land cover data and vector data to procure a tree canopy assessment.	A quantitative GIS measurement of the City's canopy cover, other land cover types, and environmental health disparity data that can be used to set policy and management goals.	May 2022	\$22,000
1B. Planting Area	An identification of areas which the City can target for future tree planting	May 2022	\$1,000
1C. Report	An overview report detailing the findings with broad recommendations based on the data	May 2022	\$2,000
Activity 1 Total			\$25,000

The total budget is **\$25,000.00**. See the Scope of Work for activity and task descriptions.

Activities	Personnel and Benefits	Travel	Supplies	Contractual	Total
Activity 1	-	-	-	\$25,000.00	\$25,000.00

Contractual	
A subcontractor will be solicited for completion of all tasks Data analysis, findings, report	\$25,000
Total	\$25,000



City of Longview

Agenda Summary

RESOLUTION NO. 2392 - EMERGENCY DECLARATION MAPLEWOOD DRIVE SLIDE STABILIZATION

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2392.

COUNCIL INITIATIVE ADDRESSED:

Improve Streets and Roads

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

On Thursday, January 6, 2022, city staff closed Maplewood Drive in the 2600 block due to a landslide. Over the ensuing weekend, City crews worked to remove the slide debris. As of Monday January 10, 2022, the road has been cleared and opened to traffic. There is currently no imminent danger of sudden ground movement. A contract geotechnical engineer performed a preliminary site investigation on Monday afternoon and has recommended additional slide stabilization and winterization work that is beyond the capabilities of City equipment. Urgent measures are needed to affect this work in a timely manner. Efforts began immediately to make the site safe and to retain contractors to perform emergency slide stabilization.

Under RCW 39.04.280, the city manager may declare an emergency and direct staff to respond to the emergency situation, and may award all contracts necessary to address the emergency. The City Council must adopt findings and ratify the declaration of an emergency no later than two weeks after award of an emergency contract. Resolution No. 2392 will adopt findings and ratify the emergency declaration.

FINANCIAL SUMMARY:

The cost to stabilize the landslide and future repair work cannot be determined at this time because staff is still working with contractors to determine means, methods and schedule. The Arterial Street Fund will fund this emergency work. The project has been submitted through the County for inclusion in a statewide emergency declaration.

STAFF CONTACT:

Ken Hash, Public Works Director

Attachments:

1. Res No. 2392

RESOLUTION NO. 2392

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONGVIEW,
WASHINGTON, RATIFYING THE CITY MANAGER'S DECLARATION OF AN
EMERGENCY FOR STABILIZATION AND WINTERIZATION OF A LANDSLIDE THAT
OCCURRED IN THE 2600 BLOCK OF MAPLEWOOD DRIVE

WHEREAS, a landslide occurred on Maplewood Drive on January 6, 2022, and

WHEREAS, City crews have removed the bulk of the slide debris and have reopened the
road, and

WHEREAS, a contract geotechnical engineer has performed a preliminary site assessment,
and has established an urgent need for further slide stabilization and winterization, and

WHEREAS, further work on the slide is beyond the capabilities of City equipment, and

WHEREAS, under RCW 39.04.280, the City Manager may declare an emergency
situation, waive competitive bidding requirements, and award all contracts necessary to address
the emergency, and report such actions to the City Council no later than two weeks following
award of such contracts; and

WHEREAS, the City Council must adopt findings and ratify the existence of the
emergency.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Longview as
follows:

1. The following findings are adopted:
 - a. There is a landslide in the 2600 block of Maplewood Drive.
 - b. There is a need for further slide stabilization and winterization.
 - c. Further work to stabilize the slide is of an urgent nature.

- d. The competitive bidding process would result in unacceptable delays in eliminating the hazard.
2. The City Council ratifies the City Manager's declaration of an emergency, authorizes the City Manager to execute all contracts necessary to address the emergency and repair the broken sewer main and roadway, and authorizes the waiver of competitive bidding requirements to respond to such emergency, as allowed by RCW 39.04.280.

PASSED by City Council of the City of Longview at a duly noted regular meeting and approved by the Mayor the 13th day of January, 2022.

Mayor

ATTEST:

City Clerk



City of Longview Agenda Summary Sheet

1525 Broadway
Longview, WA 98632
www.mylongview.com

Introduced by: Spencer Boudreau

Date: January 4, 2022

Supported by: Hillary Strobel

For Agenda of: January 13, 2022

SUBJECT TITLE:

ORDINANCE NO. 3457- MORATORIUM ON APPLICATIONS FOR CERTAIN LAND
USES IN THE DOWNTOWN COMMERCE DISTRICT, D-C ZONE.

SUMMARY STATEMENT:

This ordinance is brought to the City Council under the two signature method and presented for a vote for immediate enactment. The purpose of this moratorium is to allow the City to consider the appropriate mix of uses within the Downtown Commerce District, D-C Zone, without the possibility the City will be asked to approve applications for development of potentially incompatible uses under the existing codes. Additional time is needed to fully explore the options available to the City.

RECOMMENDED ACTION:

Motion to adopt ordinance 3457, set a public hearing for March 10, 2021, and direct the planning commission to review the uses permitted in the D-C zone and recommend zoning amendments to ensure a vibrant mixture of for-profit uses including the sale of goods and services, entertainment and dining are present.

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Preserve and enhance neighborhoods

Address quality of place issues

Strengthen economic conditions & create new opportunities

Expenditure Required:

Amount Budgeted:

Appropriation Required:

**AN ORDINANCE OF THE CITY OF LONGVIEW,
WASHINGTON ADOPTING AN EMERGENCY MORATORIUM
UPON THE ACCEPTANCE OF APPLICATIONS FOR ANY USE
OTHER THAN SALES ORIENTED: STORES SELLING,
LEASING, OR RENTING CONSUMER, HOME AND BUSINESS
GOODS; OR PERSONAL SERVICE ORIENTED: FINANCIAL,
INSURANCE, REAL ESTATE, PROFESSIONAL OUTLETS
AND OFFICES, AND BEAUTY/BARBER SHOPS, IN THE
DOWNTOWN COMMERCE DISTRICT, (D-C ZONE) UNDER
LMC 19.44.020 USES. SUCH MORATORIUM TO BE
EFFECTIVE IMMEDIATELY, DECLARING AN EMERGENCY
NECESSITATING IMMEDIATE ADOPTION OF A
MORATORIUM AND DIRECTING THE SETTING OF A PUBLIC
HEARING.**

WHEREAS, the City has invested over \$4 million dollars in a downtown streetscape project to promote Commerce Avenue as a commercial hub for the city. The project, paid for almost entirely through grants, replaced sidewalks, crosswalks and trees, added lighting, benches, irrigation and other features along a 5-block section of Commerce Avenue in the Downtown Commerce District; and

WHEREAS, since the 2014 update to the Commercial Zoning Districts land use regulations, the mixture of uses in the Downtown Commerce District has trended away from retail, entertainment, professional service or food and beverage uses; and

WHEREAS, the current zoning code regulations have not always resulted in thriving active ground floor uses when new uses or building improvements were permitted; and

WHEREAS, stakeholders of the Downtown Commerce District including members of the City's Downtown Advisory Committee have raised strong concerns about the turnover of commercial buildings once home to complimentary uses like retail stores, photo studios, entertainment venues, bars, travel agencies and restaurants to non-profit uses; and

WHEREAS, independent small businesses in a 'main street' setting rely on proximity to complimentary land uses involving entertainment and the sale of goods or services to

bring people to their stores and the current zoning regulations are too permissive of land-uses that are not complimentary to for-profit businesses; and

WHEREAS, additional time is needed to study existing and potential impacts from land uses allowed in Downtown Commerce District, D-C zone, so that the City may implement effective planning controls; and

WHEREAS, such land use and public safety issues include but are not limited to appropriate zoning, applicable building codes, location restrictions, density, and spacing requirements between allowed uses; and

WHEREAS, the City will need at least six months to conduct an appropriate analysis and to develop a work plan with appropriate recommendations for the Longview Planning Commission to consider regarding the issues noted above; and

WHEREAS, the work plan will be for staff to conduct a survey of other jurisdictions relating to main street based uses, conduct an evaluation of the effectiveness of such responses and how they have attempted to deal with the issues listed above, conduct an evaluation of the current and potential impacts of overly broad commercial uses in the Downtown Commerce District, D-C zone, conduct an evaluation of the potential impact of such uses in the City, provide the Planning Commission with a recommendation, forward the Planning Commission's recommendation along with the staff's recommendation to the City Council; and

WHEREAS, this moratorium is authorized by RCW 35A.63.220, RCW 36.70A.390 and Article 11, Section 11 of the Washington State Constitution; and

WHEREAS, as required by RCW 35A.63.220 and RCW 36.70A.390, the Longview City Council will hold a public hearing within sixty (60) days of the passage of this Ordinance;

NOW THEREFORE, The City Council of the City of Longview do ordain as follows:

Section 1. Purpose. The purpose of this moratorium is to allow the City to consider the appropriate mix of uses within the Downtown Commerce District, D-C Zone, without the possibility the City will be asked to approve applications for development of potentially incompatible uses under the existing codes. Additional time is needed to fully explore the options available to the City.

Section 2. Moratorium Imposed. The Longview City Council hereby declares a six-month moratorium upon:

- A) The submission, acceptance, processing or approval of any permit applications or licenses by or any establishments permitted under LMC Chapter 19.44.020 Uses permitted in the Downtown Commerce District, D-C zone.

- B) The creation by an owner or operator of any land or building of any new use of such land or buildings as any use other than **Sales oriented: stores selling, leasing, or renting consumer, home and business goods, OR Personal service oriented: financial, insurance, real estate, professional outlets and offices, and beauty/barber shops** as defined by LMC 19.90.

Section 3. Effect of Moratorium. The moratorium does not alter any requirement that existing owner or operator of any land or building must comply with all applicable laws, and does not impact in any way the City's authority to enforce the Longview Municipal Code or state laws. Violations of this Ordinance are subject to the City's zoning penalties more particularly described in Chapters 1.33 and 19.87 of the Longview Municipal Code and state public nuisance laws.

Section 4. Duration. The moratorium set forth in this Ordinance shall be in effect for six (6) months from the date of adoption of this Ordinance unless subsequently extended by the City Council pursuant to state law.

Section 5. Public Hearing. Pursuant to RCW 35A.63.220 and 36.70A.390, a public hearing will be held by March 14, 2022. Following the public hearing, the City Council shall adopt findings of fact on the subject of this moratorium and either justify its continued imposition or cancel the moratorium.

Section 6. Declaration of Emergency. The City Council hereby declares that an emergency exists necessitating that this Ordinance take effect immediately upon passage by a majority vote plus one of the whole membership of the Council, and that the same is not subject to a referendum (RCW 35A.12.130). Without an immediate moratorium on the City's acceptance of applications for development in the D-C zone, such applications could become vested, leading to development that could be incompatible with the codes eventually adopted by the City. Therefore, the moratorium must be imposed as an emergency measure to protect the public health, safety and welfare, and to prevent the submission of a flood of applications to the City in an attempt to vest rights for an indefinite period of time.

Section 7. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance and the same shall remain in full force and effect. The City of Longview hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 8. That nothing in this Ordinance hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

Section 9. That the City of Longview City Clerk is hereby ordered and directed to cause this Ordinance to be published.

Section 10. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 11. The City Council finds that this Ordinance is necessary for the immediate preservation of public health, safety and peace therefore shall be a public emergency ordinance in full force and effect upon adoption.

Passed by the City Council this ____ day of _____, 2022.

Approved by the Mayor this ____ day of _____, 2022.

MAYOR

ATTEST:

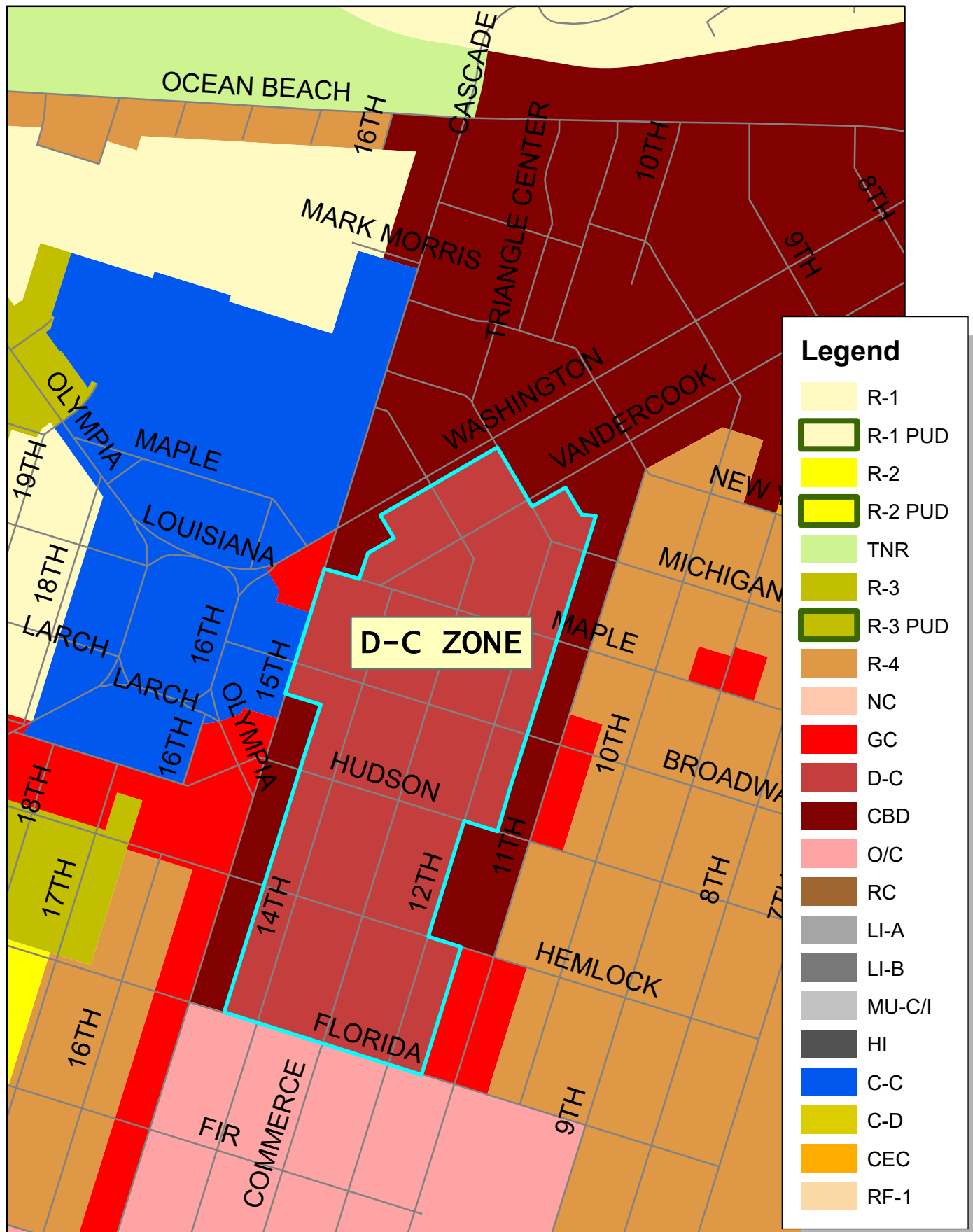
City Clerk

APPROVED AS TO FORM:

James McNamara
City Attorney

Published: _____

DOWNTOWN COMMERCE DISTRICT, D-C ZONE





City of Longview

Agenda Summary

APPROVAL OF CLAIMS

Based upon the authentication and certification of claims and demands against the city, prepared and signed by the City's auditing officer, and in full reliance thereon, it is moved and seconded as shown in the minutes of this meeting that the following vouchers/warrants are approved for payment:

SECOND HALF DECEMBER 2021 ACCOUNTS PAYABLE: \$1,083,583.99

SECOND HALF DECEMBER 2021 PAYROLL:

\$336,818.14, checks no. 1176-1184

\$810,792.00, direct deposits

\$735,470.42, wire transfers

\$1,883,080.56 Total

The 2nd Half October Accounts Payable was inadvertently omitted from the November 18th Agenda Packet.

SECOND HALF OCTOBER 2021 ACCOUNTS PAYABLE: \$1,439,329.13

STAFF CONTACT:

Kaylee Cody, City Clerk

John Baldwin, Accountant

Dana Beck, Payroll Specialist

Attachments: None



City of Longview

Agenda Summary

BID REVIEW – GOLF COURSE PUMP STATION REHABILITATION

RECOMMENDED ACTION:

MOTION TO ACCEPT THE LOW BID AND AWARD TO ADVANCED EXCAVATING SPECIALISTS, LLC IN THE AMOUNT OF \$192,464.48

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Provide sustainable water quality & environmental infrastructure

SUMMARY STATEMENT:

This project calls for the rehabilitation of the storm water pump station located at the Mint Valley Golf Course.

On December 1, 2021 two bids was received as follows:

\$192,464.48 – Advanced Excavating Specialists, LLC, Kelso, WA

\$257,883.36 – Midway Underground, Toledo, WA

\$150,000.00 - Engineer's Estimate

The bid received was determined to be regular and responsive.

FINANCIAL SUMMARY:

This project is funded through the Storm Water Fund

STAFF CONTACT:

Will Hoskins, Project Engineer

Attachments: None



City of Longview

Agenda Summary

BID REVIEW – 2021 MINT VALLEY RACQUET COMPLEX ROOF INSULATION

RECOMMENDED ACTION:

MOTION TO REJECT ALL BIDS

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Address quality of place issues

SUMMARY STATEMENT:

This project calls for the removal and replacement of the vapor barrier and insulation in the roof of the Mint Valley Racquet Complex.

On December 15, 2021 one bid was received as follows:

\$122,880.51 – JA Morris Construction, Olympia, WA

\$67,000.00 - Engineer's Estimate

The one bid received were determined to be regular and responsive and the bidders is licensed to perform the work.

The low bid exceeds the engineers estimate by 83.40% and exceeds the budget for this work. Staff believes that rejecting the bid and re-advertising the project to receive new bids will result in lower bid prices.

FINANCIAL SUMMARY:

This project is funded through the Capital Fund.

STAFF CONTACT:

Will Hoskins, Project Engineer

Attachments: None



City of Longview

Agenda Summary

REQUEST TO SET PUBLIC HEARING FOR JANUARY 27, 2022 FOR THE 2020 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) REQUIRED BY HUD.

RECOMMENDED ACTION:

MOTION TO SET PUBLIC HEARING FOR JANUARY 27, 2022 FOR THE 2020 CONSOLIDATED ANNUAL PERFORMANCE REPORT (CAPER) REQUIRED BY HUD.

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Address quality of place issues

Continue effective financial management

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

As a requirement of receiving grants from HUD under the HOME and CDBG programs, the city must file an annual report known as the CAPER. The CAPER report is prepared and published for public comment each year prior to being adopted by the City Council. The purpose of the CAPER is to report on progress made toward meeting annual and 5 year goals identified in the Annual Action Plan and the 5 year Community Development Consolidated Plan. Reporting on the 2020 plan year was extended by HUD by one year due to COVID-19.

RECOMMENDED ACTION:

Set public hearing for January 27, 2022 for the 2020 consolidated annual performance report (caper) required by HUD.

STAFF CONTACT:

Adam Trimble, Planning Manager

Attachments: None



City of Longview

Agenda Summary

LONGVIEW POLICE GUILD COLLECTIVE BARGAINING AGREEMENT FOR 2022-2024

RECOMMENDED ACTION:

MOTION TO APPROVE THE LONGVIEW POLICE GUILD COLLECTIVE BARGAINING AGREEMENT FOR 2022-2024

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Continue effective financial management

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

On November 23, 2021 the Longview Police Guild and the City reached a Tentative Agreement on a 2022-2024 Collective Bargaining Agreement. Multiple articles in the contract were opened for review and some language changes to clarify/improve the contract were made.

The Longview Police Guild notified the City of its 58 member ratification on December 15, 2021. The contract provides for a wage increase as follows:

Effective January 1, 2022: A general wage increase of 4.5%

For year 2023: A general wage increase of 100% of the Seattle-Tacoma- Bellevue Washington Consumer Price Index (CPI/W) with a minimum 3.0% and a maximum of 4.0%.

For year 2024: A general wage increase of 100% of the Seattle-Tacoma-Bellevue Washington Consumer Price Index (CPI/W) with a minimum 3.0% and a maximum of 4.0%.

Additionally, all Guild members will remain on either the AWC/Regence or Kaiser Permanente High Deductible Healthcare Plans with a 5% employee contribution of the premium. Members who opt-out of City paid medical insurance will receive \$750 per month to a personal VEBA account. Dental plans remain at 100% employer paid.

RECOMMENDED ACTION:

Approval of the Longview Police Guild Collective Bargaining Agreement for 2022-2024.

STAFF CONTACT

Chris smith, Human Resources Director

Attachments:

1. Longview Police Guild 2022-24 CBA

Collective Bargaining Agreement

between the

City of Longview

and

Longview Police Guild

January 1, 2022 through December 31, 2024



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–PREAMBLE–

This Agreement is entered into by and between the CITY OF LONGVIEW, hereafter referred to as the "City" or "EMPLOYER," and the LONGVIEW POLICE GUILD, hereafter referred to as the "Guild."

–ARTICLE 1 • RECOGNITION–

1.01 Definition of Bargaining Unit

The City recognizes the Guild as the exclusive bargaining representative of all fully commissioned law enforcement officers, excluding Captains and confidential employees.

1.02 New and/or Changed Classifications

The classifications currently represented by the Guild are referred to in Article 6 of this Agreement. Should new classifications be established by the Employer and added to the bargaining unit, or should the Washington Public Employment Relations Commission determine that newly developed classifications should be included in the bargaining unit, or if the duties of existing classifications are substantially changed, then the City will propose a wage scale to be assigned to these newly changed classifications to the Guild for review. The Agreement will then be subject to be reopened for the sole purpose of negotiations of wage rates for those classifications. If the parties cannot agree to pay range after negotiation, the matter shall be submitted to arbitration pursuant to the grievance procedure of this Agreement. The arbitrator shall establish a pay scale for the new or changed classification.

–ARTICLE 2 • GUILD SECURITY–

2.01 Discrimination on the Basis of Guild Activity

There shall be no discrimination, interference, restraint, or coercion by the Employer or the Guild or any Employer or Guild representative against any employee because of Guild membership or non-membership or because of any activity permissible under State law and this Agreement.

2.02 Revocation

An employee may revoke his or her authorization for payroll deduction of payments to the Guild by written notice to the Employer. Every effort will be made to end the deduction effective on the first payroll, but not later than the second payroll, after the Employer's receipt of the employee's written notice. The Employer will provide a copy of the employee's written revocation will be provided to the Guild

2.03 Dues Deductions

- A. Upon written authorization by an employee, the Employer agrees to deduct from the wages of each employee the sum certified as the initiation fee and dues each month and to forward the sum to the Guild Secretary/Treasurer, or a designated banking institution. If any employee does not have a check coming to him/her or the check is not large enough to satisfy the deductions, no deductions shall be made from the employee for that calendar month. All requests to cancel dues deductions shall be in writing to the Employer and require notification to the Guild by the Employer. The Guild agrees to indemnify and hold harmless the Employer for any claims, with the exception of those caused by the Employer's negligence, arising out of the Employer's activities to enforce the provisions of this Article.
- B. The City is authorized to charge the Guild a service fee of three dollars (\$3.00) per employee on a one-time basis each time the Guild changes the schedule of Guild dues and/or initiation fees. The Guild shall remit the appropriate amount to the City by the tenth (10th) of the month in which notice of the Guild's dues or initiation fee change is received by the City.

2.04 Designated Representative

- A. The Guild President, or any other members of the Guild appointed by the President, shall be recognized by the Employer as the official representatives of the Guild for the purpose of bargaining or resolving grievances with the Employer. The Guild recognizes the City as the duly elected representatives of the people of the City of

Longview, and agrees to negotiate only with the City through the negotiating agent or agents officially designated by the City Manager to act on its behalf.

- B. Members of the Guild selected to serve as authorized representatives of the Guild shall be certified in writing by the Guild President to the City. Each representative will be expected to perform his/her duties as a representative on his/her own time. However, it is recognized that from time to time it may be necessary for Guild activities relating to the investigation and processing of complaints, disputes and grievances to require immediate attention during working hours. In such instances, upon prior approval by his/her supervisor, which will not be unreasonably withheld, a Guild representative shall be allowed reasonable time to investigate and process such dispute or grievance during working hours, subject to work activity arising which requires his/her immediate attention.
- C. Guild representatives who are invited to and participate in functions approved by the City Manager involving other City of Longview Union representatives or association representatives shall be entitled to attend said functions while on regularly scheduled duty, as work load allows as determined by the Chief of Police or their designee, without loss of pay and cannot be required to take annual leave or compensatory time to attend.
For purposes of this section, this shall apply when the other City Unions or association representatives are allowed to attend the same meeting while on duty. This will be limited to one paid person per meeting unless additional persons are approved by the City Manager. Examples include, but are not limited to, City Drug Policy Committee and the Insurance Committee.

2.05 Negotiations

The Guild's official representatives for purposes of negotiating will meet with the Employer at mutually agreed upon times. The Employer will not allow more than four (4) of the Guild's official representatives to attend negotiating sessions without loss of pay if those representatives would be on duty when the negotiations are scheduled.

2.06 Bulletin Board

The Employer agrees to furnish a conspicuously located bulletin board or space to place a bulletin board for Guild use in posting notices for Guild members. The Guild shall have the sole and exclusive right to determine what is placed on the bulletin board. The Guild shall not place nor permit to remain on the bulletin board any defamatory or obscene material.

2.07 Meetings on Employer Property

The City agrees to allow the Guild to use space in City buildings for official Guild meetings, provided that the Guild obtains prior approval of the time and place for such meetings pursuant to established procedures for gaining use of such space.

2.08 Management-Guild President Meetings

The Chief of Police and the Guild President or their alternates shall meet at least once every two months without loss of pay for the purpose of informally discussing matters of concern and/or interest to either party.

2.09 Access to Chief

Direct access to the Chief of Police or his/her alternate by the President of the Guild or his/her alternate on Guild matters reasonably requiring such direct contact shall be authorized and shall not be a violation of the chain of command.

2.10 Mandatory Subjects of Bargaining

It is mutually understood that there is a duty by the employer for "continuing duty to bargain" on certain issues even when negotiations have concluded. Those mandatory subjects to bargain shall extend to wages, hours of work and working conditions.

2.11 Memo of Understanding

There may be situations that arise during the length of this Agreement whereupon language is unclear to both the Guild and the City. When both sides agree a misunderstanding of the language exists, discussion and agreement may be reached and reduced to a written Memorandum of Understanding within thirty (30) days of the agreement. Any agreed upon and signed Memorandum of Understandings shall be sequentially numbered, (e.g., 2000-1) and titled for content (e.g., School Officers' Hours).

2.12 Police Reserves

The City maintains a Reserve Police Officer Program to support and assist sworn officers within the Department. The City Reserve Officers are specially commissioned Washington peace officers, part-time or full-time, who are commissioned by the City to enforce some or all of the criminal laws of the state of Washington, who are not regular officers for the City and are not compensated for services to the City. Reserve Officers are not compensated and serve their community solely as volunteers. Reserve Officers do not perform primary patrol, traffic or investigation duties. The duties of a Reserve Police Officer may include:

- (a) Response to priority 3, and 4 calls at the discretion of the supervisor.
- (b) Response to priority 1 or 2 calls in a support capacity at the request of the supervisor.
- (c) Barricade/traffic control.
- (d) Fireworks enforcement.
- (e) Crime scene protection.
- (f) Prisoner transport/security.

–ARTICLE 3 • MANAGEMENT RIGHTS–

3.01 Powers Retained by the City

- A. The Guild recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which the City has not officially abridged, delegated, or modified by this Agreement are retained by the City. The Guild recognizes the exclusive right of the City to establish reasonable work rules, so long as such rules are not inconsistent with a specific provision of this Agreement. Any dispute with respect to reasonableness may be submitted to arbitration in accordance with the grievance procedure contained in this Agreement.
- B. Except in case of emergency as declared by the Chief or his/her designee, the City shall provide the Guild at least eight (8) calendar days advance notice before implementing a new or modified work rule, policy or procedure. Except in case of emergency, the Guild shall be provided the opportunity to discuss and provide input prior to the implementation of the new or modified work rule. The eight (8) day advance notice is deemed to be waived where Guild representation is a part of the Committee process wherein the changed policy/procedure is developed.
- C. In the event the City notifies the Guild within eight (8) days to implement any situation listed in 3.01 b., the Guild may agree to waive the eight (8) day rule, in writing, to allow the City to implement said change without delay.
- D. The City will provide to the Guild a copy of those rules as soon as they are adopted by the City.

3.02 Limitation of Guild Rights

Unless provided for expressly in the rules and regulations of the City Civil Service Commission and not contradicted by this Agreement, the wages, benefits, rights and protections for employees are derived from this Agreement and not from City ordinances, rules, regulations or other documents, policies or practices. Past practices not specifically covered by this Agreement shall be subject to Sections 3.01 B. and 3.01 C. of this Agreement.

3.03 Specifically Retained City Prerogatives

Without limitation but by way of illustration, the following are exclusive rights and decision-making prerogatives of the City, unless superseded by a specific Article of this Agreement or current State or Federal law:

- A. To determine the services and level of services to be provided by the Department and priorities between services and functions.
- B. To direct and supervise all operations, functions and policies of the Department, and to modify such operations, functions and policies as they may affect employees in the bargaining unit.

- C. To organize and reorganize the structure, work or reporting relationships within the Department.
- D. To determine the need for a reduction or an increase in the work force and whether or not a vacancy exists for purposes of this Agreement, and the implementation of any decision with regard thereto.
- E. To establish, revise and implement standards for hiring, classification, promotion, work load, quality of work, required certification, safety, materials, equipment, uniforms and appearance throughout the Department.
- F. To close or liquidate any office, branch, operation or facility or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations, facilities or positions for budgetary or other reasons.
- G. To assign and distribute work duties.
- H. To manage and direct the work force, including but not limited to the right to determine the methods, processes and manner of performing work, the right to hire, promote, demote and retain employees and to transfer them, the right to lay off, the right to abolish or reorganize positions, the right to determine the schedules of work, the right to adopt and enforce Department regulations, work rules and policies, and the right to purchase, dispose of and assign equipment or supplies.
- I. To contract or subcontract any work, unless otherwise specified in this Agreement.
- J. To discipline or discharge, except an employee who has completed his/her probationary period shall not be disciplined or discharged without just cause.
- K. To determine the promotional opportunities and need for and qualifications of employees, transfers and promotions.
- L. To determine job descriptions and content.
- M. To implement new, and to revise or discard wholly or in part, old methods, procedures, materials, equipment, facilities and standards.

–ARTICLE 4 • EMPLOYMENT PRACTICES–

4.01 Personnel Reduction

If the City deems it necessary to reduce the number of employees in a job classification, layoffs shall be made in accordance with classification seniority as defined in this Agreement.

4.02 Vacancies and Promotions

Vacancies shall be filled and promotions made in accordance with Police Civil Service Rules and Regulations, provided that qualified employees who have been laid off for less than twenty-four (24) months shall have the first right to rehire or fill the vacancy.

4.03 Employee Files

A. Any and all files kept for the purpose of employee documentation, either personal or professional, are the property of the Employer. The Employer agrees that the contents of these files, including the personal photographs, shall be confidential, to the extent permitted by law, and shall restrict the use of information in the files to internal use by the Employer. This provision shall not restrict such information from becoming subject to due process by any court or administrative tribunal, or being introduced by the City when the information relates to the subject of the hearing. Nothing in this section shall prevent an employee or other person whom the employee has authorized in writing to view and copy his/her file in its entirety upon request.

B. An employee shall have the right to inspect and review all of his or her files, except the working evaluation file, which is kept and maintained by the employee's sergeant. These files are as follows: the City Personnel File, the Department Personnel File, the Professional Standards Electronic Database, and the Training File. Nothing reflecting upon the employee's performance shall be added to or deleted from the file unless the employee is furnished a legible copy of same or is provided electronic access to the file. The City shall provide an opportunity for the employee to respond in writing to any information placed in his/her file with which he/she disagrees. Such response must be given to the City within seven (7) calendar days from the date he/she is notified of the item being placed in the file. Such response shall be attached to the document to which it responds.

C. If materials from a working evaluation file are used to discipline an employee, all materials so used will be moved into the Professional Standards Electronic Database as provided in Article 4.03 (B) and shall be subject to inspection, review and copying to the same extent as other materials in the Department Personnel File.

4.04 Seniority

A. Departmental seniority shall be defined as an employee's most recent period of unbroken, continuous service with the Police Department of the City. Except as provided by Washington State statute, an employee shall not accrue seniority during

an unpaid leave of absence in excess of thirty (30) calendar days. An employee shall not attain Departmental seniority until completion of the required probationary period, at which time Departmental seniority shall relate back to the commencement of the most recent period of continuous employment with the Police Department.

- B. Classification seniority shall be defined as the period of most recent continuous service in the employee's current classification, excluding unpaid leaves of absence in excess of thirty (30) calendar days. Employees shall not attain classification seniority until completion of the probationary period in the classification, at which time classification seniority shall relate back to the most recent date of appointment to such classification.

4.05 Layoff

In the event of a layoff, all extra or part-time fully commissioned law enforcement officers shall be laid off prior to any full-time regular fully commissioned law enforcement officers being laid off. In the event it becomes necessary to lay off regular full-time commissioned officers, such employees shall be laid off in reverse order of seniority by classification. That is, the regular commissioned employee within each class with the least classification seniority shall be laid off first. All regular fully commissioned employees laid off due to reduction in force shall be recalled to work in reverse order of their layoff, provided they are qualified to perform the available work. Employees who are laid off shall be permitted to bump to any classification, which the laid-off employee has previously held, as provided below. All laid off employees who are recalled shall, upon their recall, be placed at the rank and salary step, which that employee had held at the time of the layoff.

4.06 Bump Back Privileges

- A. For so long as they remain positions within the bargaining unit covered by this Agreement, all promotions to the positions of Corporal and Sergeant shall be made from within the bargaining unit, provided there are qualified applicants for the position, as determined in accordance with applicable Civil Service regulations and procedures. A Sergeant or Corporal who does not successfully complete his/her promotional probationary period may bump back to his/her previous classification. Sergeants and Corporals who are laid off may bump back to any lower classification within the bargaining unit which the employee has previously held.
- B. In the event an employee is promoted to a position outside of the bargaining unit, that employee will be allowed to bump back to the next lesser rank within the bargaining unit in the event of layoff, bump back, failure to successfully complete his/her promotional probationary period, or, except for the Chief, demotion. In addition, those employees in positions outside the bargaining unit at the time this Agreement was entered may bump back to a bargaining unit position of the next lesser rank should the situation arise.

- C. The seniority of employees who are bumping back shall include their previous time in grade at the position they are bumping back to plus their time in grade at the higher position(s).

4.07 Loss of Seniority

An employee shall lose all accrued seniority for the following reasons:

- A. If employee resigns; or
- B. The employee is dismissed and is not reinstated; or
- C. The employee retires on a regular service retirement; or
- D. If the employee fails to respond within seven (7) calendar days after delivery or attempted delivery of a notice of recall from layoff, such notice to be sent by certified mail, return receipt requested, to the employee's last known address on file with the City; or
- E. If the employee fails to return to work within fourteen (14) calendar days from the date of delivery or attempted delivery of a notice of recall from layoff, sent by certified mail, return receipt requested, to the employee's last known address on file with the City.

4.08 Recall from Layoff

Employees will be subject to recall for up to twenty-four (24) months from the date of the layoff. This twenty-four (24) months limitation shall not apply to those employees who were demoted through no fault of their own and who remain actively employed in a bargaining unit position. Subject to the remaining provisions of this Article, such employees shall have the first right to the next promotion to their former position.

–ARTICLE 5 • DISCIPLINE AND DISCHARGE–

- 5.01 No appointment, whether for entrance employment or promotion to any position, shall be deemed a regular full time appointment until after the completion of probationary service. During the probationary period, a newly hired employee may be discharged at any time, and a newly promoted employee may be demoted back to the position held prior to his/her promotion. After the conclusion of the probationary period, an employee will not be disciplined or discharged except for just cause.

Entry-Level Positions: the probationary period for entry-level positions is eighteen (18) months.

Promotional Positions: the probationary period for promotional positions is twelve (12) months.

Lateral Positions: the probationary period for lateral positions is twelve (12) months.

- 5.02 A. The parties recognize the right of the City to discharge, suspend or otherwise discipline an employee for just cause after he/she has completed his/her probationary period. Should the employee wish to appeal a disciplinary action taken against him/her, such appeal shall be governed by the provisions of Article 13 of this Agreement, Grievance Procedure, which procedure shall be the exclusive method for appealing said disciplinary action.
- B. The discipline or discharge of a newly hired probationary employee or demotion of a newly promoted probationary employee will not be subject to appeal.
- 5.03 A. In the event the City has reason to discipline an employee, it shall attempt to do so in a manner that will not unduly embarrass the employee before other employees or the public.
- B. Disciplinary actions shall be documented and a copy delivered to the employee. The employee shall sign and date, indicating receipt of the documentation. Signing of the documentation will not indicate agreement with the discipline. The date for the timely filing of a grievance protesting the discipline shall be measured from the date of receipt of the disciplinary documentation by the employee.

It is agreed that there is a difference between willful misconduct and an honest mistake. Willful misconduct is an intentional act on the part of the employee, knowing full well that the act is unacceptable. The response to willful misconduct will be punitive discipline. An honest mistake is a situation where an employee makes an unintentional error; however, an employee making an honest mistake may be subject to disciplinary action if the same or similar mistake continues.

5.04 Retention of discipline documents are bound by Washington State Records Retention laws.

- A. A *Coaching and Counseling* is verbal, and may be documented and placed in a working file, however a Sergeant may maintain documentation of such counseling in a Sergeant's work file to be used in the officer's performance evaluation as deemed appropriate by the Sergeant. A coaching and counseling shall not be considered disciplinary action. The foregoing does not prohibit the City from disciplining an employee for negligence.
- B. A *Written Warning* is documented, disciplinary action and will remain in the employee's file for one (1) year or the next performance evaluation, whichever comes first. A Written Warning can be issued by a Sergeant with a Captain or the Police Chief's approval. It is the first formal level of discipline and may be appealed by the employee.
- C. A *Written Reprimand* will remain in the employee's personnel file for no more than five years, in the absence of similar misconduct during that period, if the Officer requests its removal. At any time after two years, the Officer may petition the Chief for the removal of a written reprimand. A Written Reprimand can be issued by a Sergeant with the approval of a Police Captain or the Police Chief.
- D. A *Suspension Without Pay* is discipline which is administered by the Police Chief. A record of Suspension Without Pay of five days or less will be removed from an Officer's personnel file after five years, in the absence of similar misconduct during that period, if the Officer requests its removal; and the record of a Suspension Without Pay for more than five days will be removed from an Officer's personnel file after seven years, in the absence of similar misconduct during that period, if the Officer requests its removal. At any time after three years, the Officer may petition the Chief for the removal of the record of Suspension Without Pay.
- E. A *Demotion* is discipline administered by the Police Chief. The record of an involuntary, disciplinary demotion will be removed from the Officer's personnel file after seven years, in the absence of similar misconduct during that period, if the Officer requests its removal. At any time after three years, the Officer may petition the Chief for the removal of the record of demotion.
- F. Termination is discipline administered by the Police Chief. A Notice of Termination will remain in the employee's personnel file as long as the file exists.

Any discipline of a Sergeant will be initiated by a Captain, with the approval of the Police Chief, and will be governed by all of the sections above.

The disciplinary action documents will be maintained in the Professional Standards Electronic Database in accordance with Washington State Records Retention Laws. The

disciplinary action documents shall not be used for progressive discipline consideration beyond the above described periods of time.

- 5.05 An employee is entitled to representation by his/her collective bargaining representative under the following conditions:
- A. The employee must reasonably believe that the interview will result in disciplinary action;
 - B. The employee must request such representation; and
 - C. The exercise of the right to representation cannot unduly interfere with legitimate needs of the employer. For the purpose of this Agreement, a collective bargaining representative shall mean those Guild officers certified with the City.
 - D. The Guild representative that is requested will be there as an observer and not as a speaker for the employee. The Guild representative may confer with the employee and ask clarifying questions of the employer or the employee, but may not be disruptive to the process.
 - E. That if a Guild representative is requested, they will be able to respond within a reasonable time (Not more than two [2] hours).

5.06 Officer Bill of Rights

- A. Advance Notice:
Prior to any interview of an officer as part of an internal investigation which could result in suspension, demotion or termination, the employee concerned shall be notified not less than twenty-four (24) hours prior to the interview or at such time as written reports are required, except when, at the option of the Chief of Police, a delay will jeopardize the success of the investigation, or when criminal activity is at issue. An employee may voluntarily waive the twenty-four (24) hour notice. Notification shall include the specific reasons for the interview, a statement of whether the employee is a witness or a suspect, and any other information necessary to reasonably inform him/her of the nature of the investigation. Upon request, the employee shall be afforded an opportunity and a place, subject only to scheduling limitations, to contact and consult privately with an attorney and/or a representative of the Guild.
- B. The Interview:
 - 1. Interviews shall be conducted in the Department offices unless mutual agreement of the parties or the particular circumstances of the situation dictates otherwise.
 - 2. Any interview of the employee normally shall be conducted while he/she is on duty, unless the serious nature of the investigation, as determined by the Chief of Police, dictates otherwise.

3. Parties to the interview shall be limited to those reasonably necessary to conduct a fair and thorough investigation. The employee shall be informed of the name, rank, and command, or similar information of all persons present if they are unknown to him/her. The names of any complainant or witnesses may be withheld, however, if disclosure would, in the opinion of the Chief of Police, prove detrimental to the investigation.
4. The employee may have a Guild or other representative present to witness the interview and assist him/her. The role of the representative shall be to advise the employee. The Chief of Police retains the right to hear the employee's own account of the matter under investigation.
5. The interview shall be limited to the acts, events, circumstances, and conduct which pertain to the subject investigation and shall be conducted in a manner devoid of intimidation and coercion. The employee shall be granted reasonable rest periods, with one (1) intermission every hour if so requested. Interviews exceeding three (3) hours shall be continued only by mutual consent.
6. If the interview is recorded, the employee shall be provided with a copy of the recording upon request, or he/she may record the interview at his/her own expense, and provide the City with a copy if requested. If any portion of the interview is transcribed, the employee shall be given a copy upon request. Interview proceedings shall be kept strictly confidential by all concerned, consistent with current legal requirements.

C. Investigation Findings:

1. When the investigation results in charges that the employee has violated City or Department policy, the employee, upon request, shall be given a copy of the summary report of the investigation upon completion.
2. When the investigation results in suspension or discharge, the employee shall be notified immediately of the nature of the action to be taken, the reasons therefore, and the effective date of such action. Copies of the notice and summary report of the investigation shall be placed in the employee's personnel file and made available for his/her inspection.
3. An employee may appeal any suspension, demotion or termination in accordance with Articles 5 and 13 of the current Labor Agreement.

D. Professional Standards Electronic Database:

1. The Chief of Police shall cause a record of complaints involving employees to be maintained. This record shall be known as the "Professional Standards Electronic Database" and shall contain the complaint and the investigator's findings. These findings are categorized as follows:
 - (a) Unfounded, i.e., the alleged event did not occur as stated in the complaint.
 - (b) Not sustained, i.e., the evidence was not sufficient to draw a conclusion about the alleged event.
 - (c) Sustained, i.e., the alleged event occurred as stated in the complaint.

- (d) Exonerated, i.e., the alleged event occurred as stated in the complaint, but was not improper.
- 2. Only findings of sustained shall result in the initiation of disciplinary action. Once such disciplinary actions are concluded, they shall be placed in the employee's personnel file, as well as the internal affairs file.
- 3. Complaints which are investigated but do not result in the initiation of disciplinary action shall be filed only in the Professional Standards Electronic Database.
- 4. Access to the Professional Standards Database shall be controlled by the Chief of Police and his/her appointed designee(s), and access shall not be granted without good cause or lawful court order. The Professional Standards Electronic Database shall not normally be accessible to supervisory personnel, but an evaluator may refer to a perceived pattern in the complaints filed within the 24 months preceding the evaluation.

–ARTICLE 6 • WAGES AND PREMIUMS–

6.01 Wage Rate Schedule

The wage rate schedules during the term of this Agreement shall be calculated as follows:

- A. Effective and retroactive to January 1, 2022, wages in effect on December 31, 2021, at each and every step of the base salary schedule for each position represented by the Guild shall be increased by four and one half percent (4.5%).
- B. Effective January 1, 2023, wages in effect on December 31, 2022, at each and every step of the base salary schedule for each position represented by the Guild shall be increased by a percentage equal to 100% of the Seattle-Tacoma-Bellevue Washington Consumer Price Index (CPI-“W”) unadjusted for the period from June 2021 to June 2022 with a minimum of 3.0% and a maximum of 4.00%.
- C. Effective January 1, 2024, wages in effect on December 31, 2023, at each and every step of the base salary schedule for each position represented by the Guild shall be increased by a percentage equal to 100% of the Seattle-Tacoma-Bellevue Washington Consumer Price Index (CPI-“W”) unadjusted for the period from June 2022 to June 2023 with a minimum of 3.0% and a maximum of 4.00%.
- D. A new Police Officer shall begin employment at the “training step” in the Police Officer salary schedule, set at 5% below the “A” step. A new Officer shall be paid at this training step until successful completion and his or her graduation from the Washington State Law Enforcement Training Academy and six months from date of hire (whichever occurs last). Officers shall then move to the “A” step, and then to the “B” step six months after that. The new period for the training step will not apply to Officers who are hired before March 1, 2008.
- E. There shall be a one step salary schedule for position of Corporal, which is seven percent (7%) above step “E” of the base salary for Police Officer.
- F. There shall be a one step salary schedule for the position of Sergeant, which is eight percent (8%) above the base salary for Corporal.

6.02 Education Premium.

Employees who have a bachelor’s degree (B.A. or B.S.) shall receive an education premium of four percent (4%) per month in addition to their base salary.

6.03 Field Training Officer Premium Pay.

Employees assigned as Field Training Officer (FTO) shall receive an additional five percent (5%) of base salary, converted to an hourly rate, for all hours spent performing FTO duties.

6.04 Officer in Charge Premium.

Employees who are assigned by a supervisor or command personnel as Officer in Charge (OIC) to perform the duties of a Shift Supervisor and/or serve in an acting capacity in the absence of the Shift Sergeant, shall receive a premium equal to that of Corporal base salary. Acting pay shall be paid hour for hour, to the nearest quarter hour for all hours worked in the higher classification.

6.05 Multi-lingual/Communication Skills

The City acknowledges the increasing needs to serve a diverse population and agrees to provide additional compensation for employees who use a second language (including sign language) in the course of their employment. The proficiency skills level for qualifying for this premium will be determined by management on an as needed basis. Management reserves the right to test employee's proficiency skills prior to authorizing a multi-lingual premium and annually thereafter. If a multi-lingual premium is authorized, it is anticipated that the employee will use the skill whenever practicable, with department permission, to perform services City-wide. Employees certified to provide multi-lingual services shall receive and a premium of seventy-five dollars (\$75) per month.

6.06 Longevity.

Effective and retroactive to January 1, 2017, monthly longevity pay shall be increased and applied to the straight time base salary of all employees covered by this agreement that have completed continuous service as follows:

<u>Longevity Premium (2.0% of monthly base salary) (20+ years or more)</u>	
<u>5 - 9 Years</u>	<u>2%</u>
<u>10 - 14 Years</u>	<u>4%</u>
<u>15 - 19 Years</u>	<u>6%</u>
<u>20+ Years</u>	<u>8%</u>

6.07 Deferred Compensation

The City shall contribute up to two and one half (2.5%) employee match each pay period into the bargaining unit member's deferred compensation account based on the employee's monthly base salary.

6.08 Specialty Assignments

Employees who are assigned to one or more of the following specialty assignments shall receive a premium of two percent (2%) of their base salary. There will be no stacking of premium for those engaged in multiple specialty assignments. Specialty assignments that are eligible for premium pay are:

- Detectives (CIU and SCU)
- K-9 Handler
- SWAT

–ARTICLE 7 • CLOTHING AND EQUIPMENT–

- 7.01 The Department shall maintain and repair any equipment or clothing required and provided by the Department. At the time this Agreement was entered into, the Department required and provided the following equipment and uniforms. The employee may pick either of the two (2) options (option A, or option B) below:

OPTION “A”

1. Three (3) pairs of uniform pants
2. Six (6) shirts with minimum one (1) long sleeve
3. One (1) necktie
4. Two (2) name tags
5. One (1) shirt badge
6. One (1) jacket with patches, which shall be an all-weather jacket with removable all weather liner with patches.
7. One (1) duty gun belt
8. Two (2) sets of handcuffs, case and key
9. One (1) pistol and holster, three (3) magazines with a double magazine pouch
10. One (1) department authorized baton and holder (the employee may choose one from those authorized by the department)
11. One (1) protective ballistic vest – Minimum of Level 3A Threat Level
12. One (1) portable radio, charger and holder
13. Chemical agent and holder
14. Baseball Cap
15. Taser
16. Cell phone
17. One (1) Polo Shirt with sewn department badge
18. One (1) pair of non-uniform utility pants to be worn with polo shirt.

OPTION “B”

1. Two (2) pairs of uniform pants
2. Two (2) shirts with minimum one (1) long sleeve
3. Two (2) all-weather jumpsuits
3. One (1) necktie
4. Two (2) name tags
5. One (1) shirt badge
6. One (1) jacket with patches, which shall be an all-weather jacket with removable all weather liner with patches.
7. One (1) duty gun belt
8. Two (2) sets of handcuffs, case and key
9. One (1) pistol and holster, three (3) magazines with a double magazine pouch

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|-----|--|
| 10. | One (1) department authorized baton and holder (the employee may choose one from those authorized by the department) |
| 11. | One (1) protective ballistic vest – Minimum of Level 3A Threat Level |
| 12. | One (1) portable radio, charger and holder |
| 13. | Chemical agent and holder |
| 14. | Baseball Cap |
| 15. | Taser |
| 16. | Cell phone |
| 17. | One (1) Polo Shirt with sewn department badge |
| 18. | One (1) pair of non-uniform utility pants to be worn with polo shirt. |

The City reserves the right to modify the list of required equipment and uniform items as it sees fit, provided any changes in equipment that affects officer safety shall be subject to the conditions set forth in Section 3.01 of this Agreement.

7.02 A. All equipment, clothing and other materials issued by the Department shall remain the property of the Department, and upon termination or retirement an employee shall turn in to the Department all equipment, clothing and other materials which had been issued to him/her.

B. The Department will repair or replace any Department-issued clothing or equipment damaged in the line of duty, unless such damage is caused by the negligence of the employee, within the following guidelines:

1. Any Department uniform clothing items in need of repair must have pre-authorization from the Chief or his/her designee, in order to be repaired by the Department's designated vendor. Hemming of pants will be considered repair. All other alterations will be at the employee's expense.
2. Button replacement may be done through the cleaning process without pre-authorization.
3. In addition to repair of uniform clothing items, the sewing on of authorized patches and insignias may also be done by the Department's designated vendor without pre-authorization.
4. Ammunition: The City shall make available to each officer up to fifty (50) rounds per quarter for firearm practice. The fifty (50) rounds can be a combination of pistol, rifle and up to ten (10) shotgun rounds.

C. Nothing in this Agreement shall limit the Department's authority to set and maintain standards of appearance for the Department.

7.03 For employees who chose uniform/equipment option "A" above, the Department shall pay one hundred percent (100%) of the cost necessary to clean each employee's uniform and/or each detective's clothing through a cleaning service provided by the Department, to a maximum

of one hundred forty-four (144) clothing items in a calendar year. Ties are not included in the allowed one hundred forty-four (144) pieces in a calendar year, however, ties may be cleaned up to a maximum of three ties per month.

For employees who chose uniform/equipment option “B” above, the Department shall pay one hundred percent (100%) of the cost necessary to clean each employee's uniform through a cleaning service provided by the Department, to a maximum of twelve (12) clothing items in a calendar year.

For Employee who chose uniform/equipment option “B” above, who are assigned to work in a detective assignment, the Department shall pay one hundred percent (100%) of the cost necessary to clean each employee's detective's clothing through a cleaning service provided by the Department, to a maximum of one hundred forty-four (144) clothing items in a calendar year. Ties are not included in the allowed one hundred forty-four (144) pieces in a calendar year, however, ties may be cleaned up to a maximum of three ties per month.

- 7.04 Other Clothing and Equipment: The City agrees to pay each officer an allowance of \$350.00 during the month of January each year, for the purchase or repair of department approved clothing, appropriate shoes or boots to be worn on duty and/or appropriate and necessary equipment for use while on duty. This allowance is considered a taxable fringe benefit, and as such will be treated as income and taxable under applicable federal tax laws.
- 7.05 A. Employees who are assigned regular duty in a specialty assignment (i.e. detectives, street crimes, etc.) in lieu of department issued uniforms shall receive a six hundred and fifty (\$650) clothing and equipment allowance for the purchase of appropriate clothing required in the performance of their duties as assigned to the specialty unit.
- B. The clothing reimbursement allowance shall be prorated if the employee or the City has knowledge the employee will not remain assigned as a detective or in the specialty assignment for the next twelve (12) months.
- C. Employees who are temporarily assigned to the detective division will be entitled to twenty-five percent (25%) of the annual allowance at the completion of each three (3) months of detective assignment.
- 7.06 The City will purchase and provide all specialized uniforms/equipment as required by the Washington State Criminal Justice Training Commission for attendance at the basic academy.
- 7.07 Ballistic Vest Replacement. The City agrees to replace ballistic vests at five (5) year intervals for all employees. The City reserves the right to select, purchase, and issue the vest of its choice, provided the vest shall be rated at least Threat Level 3A of protection. If an employee wishes to order a vest that is more expensive than the vest provided by the City, the employee shall reimburse the City for any actual additional expense.

7.08 Employees who are assigned as members of the SWAT team shall be provided, by the department, the following uniforms and equipment (TEMS members do not receive item #11 or #13):

1. Two (2) BDU uniform shirt with patches
2. Two (2) BDU pants
3. One (1) protective ballistic vest/plate carrier – minimum of Level 3A Threat Level
4. One (1) protective ballistic plate for plate carrier -NIJ-Standard-0101.04 Level IV
5. Five (5) Vest or belt pouches necessary for carrying the equipment needed during SWAT missions (i.e. magazine pouches, NFDD pouches, gas mask pouch, handcuffs, radio pouch, utility pouch, etc.)
6. One (1) pair of gloves
7. One (1) balaclava
8. One (1) rain jacket
9. One (1) pair of rain pants
10. One (1) set of knee pads
11. One M-4/AR-15 style rifle with red dot (AIMPOINT) or holographic style (EOTECH) optical sighting system with magnifier, and weapon mounted flashlight.
12. Protective eyewear
13. Minimum of four (4) rifle ammunition magazines with department issued duty ammunition.
14. Individual First Aid Kit pouch with contents for trauma care (bandages, gauze, chest seals, etc.)
15. Tourniquet with pouch or method of carry.
16. Nylon duty belt
17. Pistol Holster capable of accepting duty pistol with attached pistol light
18. Pistol mounted flashlight
19. Gas mask
20. Ballistic helmet
21. Radio integrated noise cancelling communication headset

7.09 For employees who are assigned as operators of the SWAT team, The City agrees to pay each officer an allowance of \$350.00 during the month of January each year, for the purchase of additional approved clothing, appropriate shoes or boots to be worn on SWAT, and/or appropriate and necessary equipment for use while serving on SWAT. This allowance is considered a taxable fringe benefit, and as such will be treated as income and taxable under applicable federal tax laws.

7.10 K-9 Officers will receive three jumpsuits and boots as needed.

–ARTICLE 8 • HOURS OF WORK, OVERTIME AND TRAINING–

8.01 Definitions

The following definitions shall apply to this entire agreement:

- A. **Emergency:** A sudden, generally unexpected occurrence or staffing shortage demanding immediate action, which must be declared by management.
- B. **Master Schedule:** The master schedule covers all employees in a particular division, and includes the projected shift rotations. The schedule will project what employees are to work, the hours they are scheduled, their days off and their rotations. Shift rotations shall be approximately 96 days to concur with the patrol FLSA 7k work period.
- C. **Individual Employee Schedule:** The particular days off and/or hours of work given to an individual employee as it specifically relates to the individual from the master schedule. May also include the particular shift the employee is working on a given day.
- D. **Mandatory Training:** Training that an employee is required, by management, to attend, Firearm Certification, Basic First aid, BAC Certification, ACCESS Training, Hazardous Materials Training, Emergency Vehicle Operation, Defensive Tactics/Baton Training, and Bloodborne Pathogen Training. In addition, mandatory training shall include any other training that becomes mandated by law or is required for the employee to retain his/her qualifications or certifications as an employee of the Department; or any mandatory training which is required by the City Manager for all City employees, or by the Chief of Police for all Police Department employees.
- E. **Day Off:** An employee's day(s) off begins when the employee completes their last scheduled work day of the regularly scheduled work period and will continue until they are required to report back for the first day of their next regularly scheduled work period. If an employee works overtime at the end of the shift on a regularly scheduled workday, a day off shall not start, for callback purposes, until the employee completes the overtime work.
- F. **Regularly Scheduled Shift:** The specific hours of work for a particular day for each employee. This is inclusive of all hours that the employee is scheduled to work prior to taking any paid leave.
- G. **Mandatory Overtime:** When an employee is required to work over his/her regular scheduled shift or on an unscheduled work day due to a staffing shortage, court ordered appearances or in cases of emergency.
- H. **Shift Changeover Coordination:** Activities taken when employees are reassigned from one shift to another either via a Master Schedule change or a Schedule

Adjustment, to include an emergency as defined in this article, to start the employee on their newly assigned shift at a day or time which allows them to receive at least twelve (12) hours off between work shifts.

The parties acknowledge a maximum of three eight-day work periods to transition from one shift to another. Management will work with each employee to assure that long periods of work without days off do not occur. And in no transition period shall an officer be required to work more than six days in a row. Alterations of days off within this “transition period” will be used to accommodate this goal and to comply with FLSA requirements. A Guild liaison will work with sergeants and captains to anticipate transition issues.

- I. **Schedule Adjustment:** Changes that are made to an employee’s established hours of work or scheduled days off during a specified FLSA work period or as otherwise noted on the master schedule to address departmental staffing needs. A schedule adjustment does not automatically result in receipt of additional compensation to offset the schedule change. The provisions of this article shall govern the applicability of premium pay when schedule adjustments are made.

8.02 **Hours of Work**

Management has the right to determine staff assignments, unit size and/or continuance, shift start and stop times, and days off. The City recognizes the need to meet with the Guild when establishing and/or modifying work schedules due to legitimate department needs and to take employee’s interests into account. Except for emergency situations, at least seven-calendar days advance notice will be given to employees required to make schedule adjustments. The City will also provide the Guild with at least thirty calendar days advance notice before an overall long-term change in the Master work schedule is implemented.

Work Schedules

Except as otherwise provided in this agreement, employees assigned to the following areas will be scheduled to work:

- Patrol - five (5) nine (9)-hour work shifts with three (3) days off. (See attachment B) For Section 7(k) purposes under the Fair Labor Standards Act, the work period shall be twenty-four (24) days. During this twenty-four (24)-day work period said employees will be required to work, take accrued paid leave or a combination thereof to equal a minimum of 135 regular work hours (excluding overtime). Pay may be adjusted:
 - Based on actual hours worked
 - Available Paid Leave Accruals
 - Hire/Termination Date

- Specialty Assignments - four (4) ten (10)-hour work shifts with three (3) days off. For the purposes of this section, examples include but are not limited to assignments/groups such as CIU, SCU, Traffic, etc.

For Section 7(k) purposes under the Fair Labor Standards Act, the work period shall be twenty-eight (28) days. During this twenty-eight (28)-day work period said employees will be required to work, take accrued paid leave or a combination thereof to equal a minimum of 160 regular work hours (excluding overtime). Pay may be adjusted:

- Based on actual hours worked
 - Available Paid Leave Accruals
 - Hire/Termination Date
- Sergeants and Corporals may be assigned at the discretion of the Chief based on legitimate department needs. They will be assigned to work either a four ten-hour or five nine-hour work schedule in accordance with the provisions stipulated for patrol or specialty teams/units (patrol shift assignments subject to shift bid provisions). Other alternative work schedules may also be assigned as mutually agreed between both parties.

Employees assigned to other specialty assignments may be assigned to a four (4) ten (10)-hour or five (5) nine (9)-hour work schedule, or other schedules approved by the Chief of Police or his designee as mutually agreed between both parties to meet the needs of the specific assignment.

Depending on the employee's assigned work shift they will have either a twenty-four (24) day or twenty-eight (28) day Fair Labor Standards Act work period.

Probationary employees will be assigned to shifts at the discretion of the Chief of Police.

Patrol Staffing

The parties agree to strive to maintain a staffing ratio of nine (9) officers per shift on patrol with one (1) sergeant and (1) corporal with the exception of dayshift. Effective the 1st patrol rotation of 2020, there will be one (1) officer position reserved on dayshift for career development. Each employee will be required to work two (2) rotations of dayshift patrol (does not have to be consecutive) within the first five (5) years of employment after release to solo patrol. Management will be responsible to schedule the officers. The responsibility of ensuring that officers work at least two (2) rotations of dayshift belongs solely to management. Officers assume no responsibility for accomplishing this objective, and therefore can receive no discipline for any circumstances that prevent them from achieving the two (2) dayshift rotations. In the event the career development position is not needed, it will be opened up for all officers based on department seniority. The parties agree that this objective may not be attainable when the department is faced with the following situations: employee turnover and related training requirements, injury or disability that prevents an employee from

performing their regular job functions, mandatory leaves and paid time-off requests, budget cutbacks or loss of revenues such as grants.

Master schedule patrol shift assignments, to include sergeants, shall be made by shift bidding by classification seniority and then department seniority. There will be a sergeant and corporal on each patrol shift.

Management retains the right to assign canine schedules and once assigned, bids will be made by seniority amongst canine officers. Further the Chief of Police shall have the right to override the results of shift bidding for legitimate needs of the department.

Schedule adjustments may be made by the Patrol Division Captain, Police Chief, or designee to meet the patrol division's staffing objectives provided, except in the event of an emergency, a minimum of seven calendar days advance notice of the need to adjust schedules is provided to the affected employees and that such changes will be made in reverse seniority order except in the event that someone volunteers to modify their work schedule. The parties agree that moving employees between shifts or adjusting their days off will be kept to a minimum and shall only be initiated to ensure operational efficiency and/or to maintain staffing objectives. Schedule adjustments requested by the employee to address personal issues or voluntary training activities are exempt from the advance notification requirement

Basic Academy

Employees assigned to attend the Washington State Criminal Justice Training Commission Basic Academy shall be assigned to the Academy schedule. Employees assigned to attend the Washington State Criminal Justice Training Commission Basic Academy shall not be entitled to overtime for any activity associated with their academy training within the hours allowed by the FLSA 7K exemption, without advance permission of the Chief of Police.

Daylight Savings/Standard Time

When an employee is scheduled to work the shift when the clocks are turned back one (1) hour in the Fall and results in the employee working an additional hour, the employee will be compensated one (1) hour of overtime at time and one half.

When the employee is scheduled to work the shift the clocks are moved forward one (1) hour in the Spring, and the employee works one hour less than his/her regular shift, he or she may choose one of the following to complete the shift assignment:

- A. Give up one (1) hour of compensatory time or one (1) hour of vacation leave time; or
- B. Report to work one (1) hour earlier than the normal starting time for the shift. It shall be the City's prerogative as to the work assignment for the early reporting.

8.03 Changes in Hours of Work or the Work Schedule

Except as otherwise provided in this agreement, an employee who has their schedule adjusted with less than seven (7) calendar days notice shall receive overtime pay (1.5 times their regular rate of pay) for all work hours outside of the normal shift until the seven (7) day notice period has elapsed. Further such schedule adjustments shall normally be scheduled to begin after the employee has had at least twelve (12) hours off between work shifts with the following exceptions; employees that request schedule modifications, by mutual agreement between the two parties, or in the event of an emergency.

Nothing in this article shall prevent the adjustment of an individual employee's schedule due to the personal needs of the employee, with the Department's approval.

Meal and Rest Periods

All employees shall be entitled to paid meal and rest periods on each work shift. For employees assigned to work a ten (10) hour shift, the total time for meal and rest periods shall be one hour and fifteen minutes with a meal period not to exceed forty-five (45) minutes in duration and the remainder for breaks. For employees assigned to either an eight (8) or nine (9) hour work shift, the total time for meal and rest periods shall be one hour per shift. Employees shall be expected to monitor their radio and respond to calls as directed.

8.04 Overtime

- A. Time worked by an employee in excess of the employee's scheduled work shift shall be considered overtime, and compensated as such.
- B. Overtime shall be compensated on the basis of each full fifteen (15) minutes worked beyond the employee's regular scheduled work shift. Overtime shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay.
- C. Exceptions to Overtime. To the extent allowed by applicable State or Federal laws, overtime pay shall not be earned as a result of regularly scheduled shift rotations or approved shift adjustments. Both parties recognize the City will adjust employees' schedules as needed so they may attend training without creating overtime liability for the City.
- D. Compensatory Time. Employees may choose to accrue equal compensatory time in lieu of payment for overtime worked up to a maximum of fifty (50) hours. A request for compensatory time can be denied if it unduly disrupts the operation of the department. Undue disruption is more than inconvenience to the department and will be determined on a case-by-case basis. For requests to use one day of compensatory time, one-day notice is required. Once an employee's balance of compensatory time exceeds the fifty (50) hour maximum, they shall be paid for all additional overtime worked. Compensatory time shall be taken hour for hour.
- E. **Staffing Needs for Oncoming Shift:**

In the event an on-coming shift is so short staffed that an officer is needed to remain over from the off-going shift, the Department shall first seek volunteers to work over. Volunteers shall be sought in order of seniority from the employees on the off-going shift. Volunteers shall be compensated at the rate of time and one half (1 1/2) for all hours worked in excess of the regularly scheduled shift, with a minimum of two (2) hours being paid. Should a volunteer not be found, the Department may order an employee to work "mandatory overtime" at time and one-half (1-1/2) for all hours worked in excess of the regularly scheduled shift. The least senior officer on the off-going shift shall be so assigned, excluding probationary employees who are still under the Field Training Officer (FTO) program, provided that an employee shall not be allowed or required to work over more than four (4) hours except in cases of emergency. In addition, an officer cannot be mandated to hold over if the officer was called in early to help staff the off-going shift. The mandated officer, who was selected by the least seniority process, may seek, by any means, a replacement to fulfill his/her obligation. However, if no replacement is obtained, the mandated officer is still required to fulfill his/her mandated work obligation. The mandated officer's supervisor, to include the Officer in Charge (OIC), may seek a replacement for the mandated officer on the mandated officer's behalf. In the event a replacement officer is obtained, the mandated officer must remain on duty covering the shortage until the replacement officer is physically present to relieve him/her.

In cases in which the Department has advanced knowledge (12 or more hours prior to the start of the shift) and has determined that a shift will be understaffed, staffing needs shall be filled if possible, on a seniority basis from the employees on the shift to be staffed. Should a volunteer not be found from the shift to be staffed, the Department shall seek volunteers from the on-coming shift, also on the basis of seniority. Should a volunteer not be found, the Department may order an employee to work "mandatory overtime" at time and one-half (1-1/2) for all hours worked in excess of the regularly scheduled shift. This assignment shall be made by reverse seniority from the employees on the shift to be staffed, who are on their regularly scheduled days off first, and from the employees on the on-coming shift who are on their regularly scheduled days off second. All employees filling such a position shall be subject to the applicable call-back provision, if any. In addition, the Department shall make personal contact with Officers who are working mandatory overtime assignments.

The mandated officer, who was selected by the least seniority process, may seek, by any means, a replacement to fulfill his/her obligation. However, if no replacement is obtained the mandated officer is still required to fulfill his/her mandated work obligation. The mandated officer's supervisor, to include the Officer in Charge (OIC), may seek a replacement for the mandated officer on the mandated officer's behalf. In the event a replacement officer is obtained, the mandated officer must remain on duty covering the shortage until the replacement officer is physically present to relieve him/her.

In the event a shift becomes under staffed during the course of the shift, or if the Department has the need to fill the last half of an under staffed shift, the Department shall first seek volunteers from the on-coming shift in order or seniority. Should a volunteer not be found from the on-coming shift, the Department may order an employee to work "mandatory overtime" at time and one-half (1 1/2) for all hours worked in excess of the regularly scheduled shift. The least senior officer on the on-coming shift shall be assigned, excluding probationary employees who are still under the Field Training Officer (FTO) program, provided that an employee shall not be allowed or required to report to work more than four (4) hours before his/her regularly scheduled shift, except in cases of emergency. All employees filling such a position shall be subject to the applicable call-back provision, if any. In addition, the Department shall make personal contact with officers who are working mandatory overtime assignments. The mandated officer, who was selected by the least seniority process, may seek, by any means, a replacement to fulfill his/her obligation. However if no replacement is obtained, the mandated officer is still required to fulfill his/her mandated work obligation. The mandated officer's supervisor, to include the Officer in Charge (OIC), may seek a replacement for the mandated officer on the mandated officer's behalf. In the event a replacement officer is obtained, the mandated officer must remain on duty covering the shortage until the replacement officer is physically present to relieve him/her.

The parties further agree:

A. Mandated officers must select a replacement within their same classification. The exception to this provision is if the shift for which a replacement is needed does not have a supervisor scheduled then one may volunteer. If the replacement officer is a supervisor then he/she assumes the role of lead and relieves the OIC scheduled for that shift. The OIC will not receive a shift premium for that shift.

B. If "on-duty" personnel are asked to substitute, they must have approval of their supervisor. If they are released by their supervisor prior to the end of their shift to volunteer, then they will receive regular pay for the remainder of their shift. If they work beyond the remainder of their shift, all other provisions for overtime currently in the bargaining agreement apply.

C. Volunteer officers must be willing to work at least six (6) hours of the shift for which they are providing relief. This provision is to ensure that no more than two (2) officers are used to cover the shift thus forcing the City to incur the cost of more than one (1) "call back premium."

F. Twenty-four Hours Notice:

1. Scheduled overtime requested by an agency external to the Longview Police Department but cancelled with less than twenty-four (24) hours' notice to the

Department will subject the employee(s) scheduled to a minimum two (2) hours, **up to the scheduled overtime detail**, at the scheduled overtime rate.

2. Scheduled overtime required to cover for another employee's pre-planned time off will not be cancelled and the originally scheduled officer will forfeit their right to return to the schedule unless the originating officer notifies the **on-duty supervisor** at least twenty-four (24) hours in advance of the scheduled start time.

8.05 **Callback and Holdover for Deficient Work**

For the purposes of this section, callback is defined as approved, but unscheduled, non-prearranged work, which is not contiguous to the regular work shift or occurs on a scheduled day off when an employee is called back to work with less than 24 twenty-four hours advance notice, for any reason including; required appearance at criminal court trials or hearings, required appearances at duty related civil court trials or hearings, required appearances by the prosecutor's office, required appearance by a Department supervisor or administrator. Callback provisions apply once an employee has secured from duty and left the workplace after completion of a regularly scheduled shift until that employee is scheduled to return for his/her next regularly scheduled shift. Callback shall be paid as defined herein.

Holdover for Deficient Work

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

When an employee is specifically authorized and called back to return to duty outside of his/her regular shift schedule for duty, (and the call back meets the above definition of being approved but unscheduled and non-prearranged with less than twenty-four (24) hours notice), he/she shall be paid on the basis of a minimum of three hours (3) at double (2) the employee's regular hourly rate. If the call back exceeds three (3) hours, the employee shall be compensated at one and one-half (1 1/2) times the employee's regular rate of pay, for all additional hours worked beyond the first three (3) hours.

- A. The minimum guarantee and callback provisions of this section shall not be applicable to an extension to the end of an employee's regular shift. Time worked that is contiguous to the end of the regular shift shall be considered a shift extension and shall be paid as overtime not callback.
- B. The minimum guarantee and callback provisions of this section shall also not apply to staffing needs for oncoming shift assignments as outlined in Section 8.04(e) of this contract.

Examples: Officer "A" is on his/her regular shift rotation which starts at 7:00a.m. :

- 1) Officer is called in at 8:00 p.m. and works 3 hours. Officer is paid 3 hours call back overtime at double = 6 hours pay.
- 2) Officer is called in at 3:00 a.m. and works 1 hour. Officer receives the minimum 3 hour call back at double = 6 hours pay.
- 3) Officer is called in on a scheduled day off and works 6 hours. Employee receives 3 hours callback at double and 3 hours at time and one-half = 10.5 hours of pay.
- 4) Officer's regular shift ends at 4:00 p.m., but due to an emergency, the officer works an additional 2 hours. Officer receives 2 hours of pay at one and one-half times = 3 hours of pay. (2 hours is an extension of the regular shift – callback provision does not apply).

8.06 **Court and/or Subpoenaed Appearances**

- A. An employee who appears in court arising out of his/her employment with the City and who has not taken advantage of the schedule exchange for court time (see 8.02), or who responds to a subpoena on behalf of the City on off-duty time shall receive a minimum of three (3) hours of overtime compensation paid at time and one-half (1.5) plus any additional time spent in court beyond the first three (3) hours paid at one-half (1.5) times.
- B. An employee who has pre-approved vacation or compensatory time scheduled prior to January 31 and is subsequently scheduled and required to appear for court during the scheduled/pre-approved leave time shall receive a minimum of three (3) hours overtime compensation paid at two (2) times plus any additional time spent in court beyond the first three (3) hours paid at one and one-half (1.5) times.

8.07 **Multiple Callbacks, Same Period**

If any employee is called back two (2) times or more in one (1) day where the employee is released and then required to come back later within that same day, the above rates of callback pay shall apply to each time the employee is called back.

8.08 **Pyramiding of Overtime Rates**

Whenever two (2) or more overtime or premium rates of pay may appear applicable to the same hour or hours worked or compensated to an employee, there shall be no pyramiding or adding together of such overtime or premium rates or hours. Employees are only entitled to one form of premium payment for minimum hours guaranteed and/or worked (i.e. time and one half or double time as indicated via the call back language but not both.)

8.09 **Overtime Documentation**

Overtime and callback entitlements shall be documented by the employee on the appropriate form provided by the Department. Once an employee submits the form

requesting the amount of overtime the employee feels they are entitled to, any changes to the request form must be made on the form and the employee shall be given a copy.

8.10 Out of County Work Assignments

An officer assigned work outside of Cowlitz County, when an overnight stay will be required, shall be considered to be working day shift beginning with the scheduled starting time of the assignment unless the officer and the City agree to an alternate schedule. The officer's shift shall be the same length as his/her usual shift. Travel time shall be governed by the provisions of this agreement and/or related City Policies as appropriate.

8.11 Training

Employees will be compensated for time spent in training activities in accordance with the Fair Labor Standards Act, related City Policies or as otherwise stipulated in this agreement. In accordance with the provisions of this article, the City will adjust employee schedules as needed so they may attend training activities to minimize overtime liability for the City.

- A. Any training required by the Department and attended by an employee outside of the employee's regularly scheduled shift, shall be compensated at the rate of time and a half (1-1/2) in either comp or pay for all hours spent in training. Provided, however, no callback provisions apply to training.
- B. Travel time outside of Cowlitz County to and from training will be compensated as required by the Fair Labor Standards Act.
- C. When an officer is assigned to training for a day, his/her normal shift shall be considered an eight (8) to ten (10) hour training period. If the officer is engaged in a local training activity for all but one hour of their regularly assigned work shift he/she shall not be required to perform additional work for the City on that date, except in the case of an emergency.
- D. No employee shall be required to attend non-mandatory training unless that employee has had at least eight (8) hours off since his/her previous shift.

8.12 Out of County Training

- A. When required to attend training outside of Cowlitz County, an employee may use a City vehicle and gasoline credit card. The employee and the City may agree to allow the employee to use his/her personal vehicle in which event mileage shall be paid at the current IRS rate, as amended from time to time. Such mileage shall include return trips to Longview for each week of school, provided the return trip portion will only apply to trips within 300 miles of Longview.
- B. Exception to the above is employees attending the Washington State Basic Academy. The employee will not be allowed the use of a City vehicle and gasoline

credit card. The employee will receive a \$55 weekly stipend while attending the Academy to be paid via their regular payroll check to offset related commuting/travel costs. Exceptions can be authorized by the Chief of Police.

8.13 **Restrictions on Training**

No training of any kind shall be required on any holiday or Sunday that is not part of the employee's established schedule rotation (with the exception of Block Training), or on any of the following "special family days": Mother's Day, Father's Day, Halloween (after 5:00 p.m.), Christmas Eve day, and New Year's Eve day. PROVIDED: An employee may be required to travel to an out of county school or training event on a Sunday and this restriction shall not apply to those travel days, and that training activities may be scheduled on Sunday as mutually agreed in advance by the parties.

8.14 **Mandatory Staffing for the 4th of July Festival**

- A. Overtime to cover the 4th of July assignments will be posted as a seniority bid overtime opportunity at the overtime rate of double time (2.0). Each assignment shall require a supervisor position to bid. Certain assignments will require a supervisor (CPL or SGT) to fill the slot (see section D). The 4th of July will be defined as July 4th at 06:30 until July 5th at 06:30.

All shifts that begin on the 4th of July will be paid at double time (2.0) for the normal duration of that shift (i.e. graveyard shift on the 4th of July will be entitled to a 2.0 pay until 06:30 on July 5th). All shifts that began on the 3rd of July (i.e. graveyard patrol or swing shift holdovers) that end before 06:30 will be paid at straight time (1.0).

- B. The bid will be posted by May 1st of each year and completed by May 30th.
- C. Management will determine the number of staff required to work each 4th of July assignment based on need (for example the number of people needed may vary based on the day of the week the festival falls and activities for that day). The available slots necessary to cover the 4th of July events, patrol staffing and available days off will be posted for officers to choose their assignment and work hours for that day based on seniority bid. All assignments, with the exception of the parade and Timber Carnival will be a minimum of nine (9) hours.

- D. Assignment bidding will be granted upon the basis of sergeant bids first, corporals, and then department seniority.

- E. For example:

Assignment	# Needed
Day Shift	Supervisor + 4
Swing Shift	Supervisor + 4
Graveyard	Supervisor + 4

Patrol Power Shift 1700-0200	Supervisor + 4
Parade / Timber Carnival	Supervisor + TBD
0700-1600 foot patrol lake	Supervisor + TBD
1430-2330 foot patrol lake	3 Supervisor + TBD
Day off	TBD (# of slots vary by year)

An officer would be able to request the day off if they had seniority or could choose to work the time of day that best fits their needs. Officers that are scheduled for a regular work day and are requesting the day off will need to take the appropriate leave time

- F. All eligible officers are required to bid their assignment for the 4th of July. Any officer who works on the 4th of July will be paid at double time (2.0). Officers that are scheduled to work the 4th of July as a regular work day must meet the required hours for their assigned work cycle. Their time should be recorded as a regular work day and 4th of July holiday premium that will be equivalent to double time (2.0). Any additional hours an officer works beyond the original overtime assignment will be paid at double time (2.0).
- G. The Chief of Police or his / her designee will retain the right to make rare exemptions to the seniority mandating of officers who have previously scheduled extended vacation during the 4th of July Festival.
- H. The Chief of Police or his / her designee will retain the right to exempt officers from mandatory overtime assignment and / or reject a mandatory sign up for the 4th of July lake activities if there is a legitimate officer safety issue.

8.15 **Safety Release**

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

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

- 8.15.1.a an employee is under subpoena;
- 8.15.1.b an employee is involved in an investigation in which the employee is unable to leave work before concluding their investigative duties;
- 8.15.1.c an emergency as defined in 8.01 A.;
- 8.15.1.d an employee is ordered by a supervisor to work;
- 8.15.1.e an employee is required to participate in mandatory training;

- 8.15.1.f an employee is scheduled to work their regularly scheduled shift in conjunction with 8.15.1.a through 8.15.1.e above.
- 8.15.2 An employee shall not work more than fifteen (15) hours in any twenty-four (24)-hour period except as set forth in subsections 8.15.1.a, b and/or c above.
- 8.15.3 Prior to working more than fifteen (15) hours in any twenty-four (24)-hour period, the employee shall make the on-duty Sergeant, Captain or Chief aware that the employee believes their current work assignment may result in the employee working more than fifteen (15) hours in a twenty-four (24)-hour period.
- 8.15.4 An employee who is required by the City to work more than fifteen (15) hours in any twenty-four (24)-hour period shall be required to take Safety Release time off and be provided at least nine (9) hours Safety Release time off being required and allowed by the City to return to active duty status. The employee required to take Safety Release time off during their next scheduled work shift will be compensated by the City at the employee's regular rate of pay for the hours necessary to get the employee nine (9) hours of Safety Release time.
- 8.15.5 If, after nine (9) hours of Safety Release time, there will be less than half (1/2) the employee's regular work shift remaining, the employee may have the option of electing to use any accrued leave for the remainder of the shift they were scheduled to work. An employee electing to exercise this option must notify the on-duty Sergeant at least two (2) hours prior to exercising this option.

–ARTICLE 9 • SICK LEAVE–

- 9.01 All full-time employees shall be given ninety-six (96) hours of sick leave on their first day of employment. No additional sick leave shall accrue to that employee until after the employee has completed twelve (12) months of continuous employment. Thereafter, sick leave shall accrue to the employee at the rate of eight (8) hours for each full calendar month of continuous employment. Sick leave shall not accrue for any month in which the employee is absent from work on unpaid leave for twenty (20) calendar days or more.
- 9.02 Sick leaves shall be deducted from the accumulated sick leave of an employee at the rate of one (1) hour for each hour of absence.
- 9.03 Employees are permitted to remain away from their employment without loss of compensation during such time as they are unable to properly perform their job due to illness or physical inability for as many hours as they have accumulated sick leave. The employee shall report his/her condition to his/her immediate supervisor at the beginning of such period of illness or physical inability. Upon returning to work from sick leave, an employee shall submit to his/her immediate supervisor the specified information needed form requesting approval of the sick leave. For sick leave in excess of three (3) successive days it is required that a statement from the employee's physician be submitted to the immediate supervisor of the employee, stating the nature of the illness or physical inability of the employee and the anticipated length of time he/she will be required to be away from his/her employment. Subject to the limitations of state and federal law, the Department may at any time require additional medical certification a physician's statement and/or examination certifying an employee's disability from work, the employee's ability to return to work, and/or the employee's ability to continue the full performance of his/her duties.
- 9.04 In the event that a member of the employee's immediate family suffers an illness which requires the presence of such employee for reasons other than to perform the normal duties of such member of the employee's family, said employee shall be entitled to sick leave for such purpose provided that the City may require verification of the family member's illness and/or the employee's need to be present.
- 9.05 Whenever a full-time employee shall suffer a disability whereby such employee is entitled to receive time loss compensation under Washington State statute, such compensation shall be governed by that statute. In addition, in order to receive his/her full regular pay, the employee's accrued sick leave shall be coordinated with benefits received under the Washington State Industrial Insurance Act. In the event an employee runs out of sick leave, the City will not fill the employee's position within six (6) months from the onset of disability as determined by the Department of Labor and Industries.

9.06 Sick Leave Cash Out Provisions

- A. Any employee who severs his/her employment with the City, either voluntarily or involuntarily, or by death, shall lose all accumulated sick leave benefits, except as expressly provided in this Section.
- B. Individuals hired on or after January 1, 2004 are not eligible for sick leave payoff.
- C. An employee, upon (1) regular retirement or death, (2) disability retirement after at least twenty (20) years of service with the City, or (3) early retirement after at least twenty (20) years of service with the City, shall be paid for up to, but not in excess of, one hundred twenty (120) days (nine hundred sixty [960] hours) of accrued sick leave earned prior to May 1, 1979 and unused at the time of retirement. Such retiring employee shall also be paid for accrued unused sick leave to his/her credit earned after May 1, 1979 in accordance with the schedule set forth in paragraph c. below.
- D. Employees eligible for sick leave payoff, except those retiring employees described in paragraph B. above, upon termination of employment or death shall be paid for all accrued unused sick leave to their credit, whether accrued before or after May 1, 1979 according to the amount credited to the official sick leave account, as computed in the following schedule:

<u>Years of Service</u>	<u>Amount Paid</u>
Less than 10 years of full-time employment	None
After 10 years of full-time employment	25% of accrued/unused sick leave
After 20 years of full-time employment	37.5% of accrued/unused sick leave
After 25 years of full-time employment	50% of accrued/unused sick leave

- E. Payment of unused sick leave to eligible employees will be made at the employee's base hourly rate of pay upon termination and according to the scheduled percentage stated in "C" and "D" above.

–ARTICLE 10 • BEREAVEMENT LEAVE–

- 10.01 Upon timely notification to the employee's supervisor, three (3) full working days without deduction from accumulated vacation or sick leave shall be granted as paid bereavement leave at the time of death in the employee's immediate family, and up to a full work week upon the death of a spouse, son daughter or step. Bereavement leave may be used for qualifying family members in the case of imminent death, but the total bereavement leave portion shall not exceed the three or workweek limitation for the purposes of this section, the employee's immediate family members are: parent, brother, sister, (or the step and in-law equivalents), grandparents, grandchildren, aunts, uncles or other relatives living in the employee's household. Upon employee's return to work, the employee may be required to provide management with the following information about the deceased: Their full name, location of death (City, state), location of funeral (City, state), and the relationship to the employee. Time off with pay will be allowed for purposes of attending the funeral of a City employee.
- 10.02 If necessary, in the event of Section 10.01 or Section 10.02 above, additional days off may be allowed with the approval of the Department Head. The number of days allowed will be based on the individual circumstances surrounding the request and will be approved at the discretion of management. Each day so allowed and taken shall be deducted from the employee's annual leave or sick leave.
- 10.03 Upon timely notification to the employee's supervisor, an employee may use accumulated sick leave to attend the funeral of a relative not covered in Section 10.01 or 10.02 above. The amount of sick leave used shall not exceed one (1) working day and may be restricted by management because of staffing requirements. Upon employee's return to work, the employee shall supply management with the following information about the deceased: Their full name, location of death (City, state), location of funeral (City, state), and the relationship to the employee.

–ARTICLE 11 • ANNUAL LEAVE–

11.01 Annual leave shall consist of a combination of two separate leave banks - holiday leave hours and vacation leave hours. Subject to the approval of the employee's supervisor, an employee may take annual leave time at such times as are mutually agreeable to the employee and the supervisor.

11.02 Employee shall receive 96 hours of accrued holiday leave annually to be maintained in a separate holiday leave bank. This bank of holiday leave will be posted on January 1 of each year and must be used subject to the provisions listed below.

The use of holiday time will be governed by the same criteria as vacation time and considered as hours worked for calculation of overtime. Employees may cash out forty (40) hours of holiday leave at the end of November to be paid on the November 16-30 pay period. Employees must use the additional fifty-six (56) hours of holiday leave by the end of the calendar year in which the holidays are earned. Cash-out of holidays shall be at the employee's straight hourly rate of pay.

Employees who do not work the entire 12 months of the year in which holidays are granted will have holiday hours deducted in a pro rata manner from the holiday balance or if holiday hours have been exhausted other forms of leave will be deducted or a reduction taken from wages earned.

11.03 A. Employees who work within the twenty-four (24) hour period (midnight to midnight) of on any of the days listed below shall be paid at the rate of time and one-half (1-1/2) for those hours actually worked on that date during that twenty-four (24) hour period. These holidays are as follows:

1. New Year's Day (January 1)
2. President's Day (3rd Monday in February)
3. Memorial Day (last Monday in May)
4. Independence Day (July 4) – Defined as July 4th @ 0630 to July 5th @ 0630
5. Labor Day (1st Monday in September)
6. Veterans Day (November 11)
7. Thanksgiving Day (4th Thursday in November)
8. Christmas Eve Day (December 24)
9. Christmas Day (December 25)

B. Those employees who are assigned to non-patrol areas shall have the option of working on any paid holiday unless they have been specifically assigned to work on that holiday. Should the employee decide to work on any paid holiday that falls on a normally scheduled work day, the rate of pay the employee earns shall be at time and a half (1 1/2). If a non-patrol assigned employee elects to not work on a

holiday that falls during their regularly assigned work shift, the employee must submit a request to take holiday leave, vacation or comp time on that date.

- C. Nothing in the above paragraph shall prohibit the Department from scheduling a non-patrol assigned employee to work on a holiday. However, should non-patrol assigned employees be required to work on a holiday that falls on their regularly scheduled work day, the employee shall be paid at the rate of time and a half (1 1/2).

11.04 Anytime an employee would be entitled to overtime (as defined in Article 8) on a holiday (as defined in Section 11.03), that employee shall be compensated at the rate of double his/her regular rate of pay for the overtime hours worked.

11.05 A. Effective January 1, 2008 vacation leave shall accrue on a pay period basis in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Vacation Hours</u>	<u>Pay Period Accrual</u>
0 through 1 year	54	2.25
2 through 4 years	96	4.00
5 through 9 years	132	5.50
10 through 14 years	156	6.50
15 through 19 years	180	7.50
20 years and over	204	8.50

- B. **Sergeant's Week Vacation:** Sergeants shall receive an additional forty-two (42) hours of annual vacation (1.75 hours per pay period) each year to the leave accruals stated in 11.05 A above.

11.06 A. The minimum annual leave to be taken by an employee shall be one-half (0.5) hour.

- B. The master patrol schedule for the following calendar year will be completed by October 31. Employees may submit annual leave requests for the following calendar year from November 1 through November 30. The approved vacations will be posted by December 15. Vacations will be granted upon the basis of sergeant requests first, corporals and then department seniority. After December 15, requests for annual leave will be scheduled based upon the earliest submitted request. The department will approve two (2) annual leave requests per shift for each day if the requests are submitted between November 1 and November 30 of the previous year.

- C. All annual leave shall be expended on an hour-for-hour basis, e.g., nine hours of accrued leave time for a nine-hour shift taken as annual leave. Annual leave shall also be deducted hour for hour when less than a full shift is taken.

- 11.07 Annual leave earned in two (2) calendar years, plus one (1) week of annual leave previously earned, may be carried forward from one (1) calendar year to the next.

Should an employee not schedule his/her vacation by October 31st to insure that his/her carry-over each year does not exceed the maximum allowed, then as of December 31st of any year such excess shall be lost. However, should the City cancel an employee's previously scheduled vacation and thereby cause the employee's accrual to exceed the maximum amount allowed him/her, that excess amount shall not be lost and shall be carried forward to the next calendar year, or, at the end of the calendar year, that employee may offer to sell back to the City the unused vacation time which exceeds the maximum accrual to the extent such excess results from the City's cancellation of previously scheduled vacation. Should the City in its opinion not have sufficient budgeted funds to pay for all or part of the vacation days offered to be sold back, the City may deny the request and those canceled days may be carried forward without being lost as being in excess of the allowable maximum accrual.

- 11.08 Employees with more than one (1) year of service who are laid off, retired or dismissed, or who resign, shall be entitled to payment for all accrued and unused annual leave.

- 11.09 Upon the death of an employee in active service, his/her beneficiary will be paid the value of any unused vacation that the employee had earned but not yet taken at the time of his/her death.

- 11.10 A. A leave of absence, without pay or benefits, of ninety (90) days may be granted by the City where it will not be seriously handicapped by the temporary absence of the employee. An extension of the ninety (90) day leave of absence may be granted upon approval of the Chief of Police and the City Manager.

- B. An employee shall not be granted a leave of absence without pay until all accumulated vacation n accruals, accrued holiday time and compensatory time have been applied towards payment for the absence.

- 11.11 With the City's approval, an employee may receive payment for up to forty (40) hours of accrued and unused annual leave once each calendar year. Such annual leave shall be paid at the employee's current base, hourly rate of pay. Written requests for such payments shall be submitted to the Chief of Police by December 1 of each year.

- 11.12 Leave Sharing:

Employees shall have the ability to transfer vacation and holiday leave hours from their accrued vacation and holiday leave banks to another employee's sick leave bank, as defined in the City's catastrophic leave policy.

–ARTICLE 12 • PERFORMANCE OF DUTY–

- 12.01 No employee covered by this Agreement shall engage in any work stoppage, slowdown, picketing or strike at any City location during the life of this Agreement. If any such work stoppage, slowdown, picketing or strike shall take place, the Guild will immediately notify employees so engaging in such activities to cease and desist, and it shall publicly declare that such work stoppage, slowdown, picketing or strike is illegal and unauthorized. No employee shall refuse to cross any picket line when called upon to cross such picket line in the line of duty. Any employee engaging in any activity in violation of this Article shall be subject to immediate disciplinary action, including discharge.
- 12.02 The parties recognize and agree to abide by the provisions of RCW 41.56.490.

–Article 13 • Electronic Technology (E-Tech)–

13.01 Electronic Technology (E-Tech) used by the City and Police Department encompasses and includes, but is not limited to Body-Worn Camera (BWC), Global Positioning System (GPS), Automatic Vehicle Location System (AVL), and all other electronic technology capable of tracking the movements and/or location of an employee represented by the Guild (i.e., Cellular Phones, Lap-Tops, Tablets, MDCs, etc.). E-Tech is an effective law enforcement tool that can enhance the understanding of interactions between law enforcement officers and the public. E-Tech provides additional documentation of police-public encounters and can be an important tool for collecting evidence and maintaining public trust.

13.02 E-Tech Restrictions. E-Tech will not be used to initiate an investigation for the purpose of discipline or the monitoring of officers' day-to-day activities. This restriction does not limit the City's ability to review E-Tech for verification of official complaints. Supervisors shall not review E-Tech recordings for the purpose of general performance review, or to discover policy violations.

Individual officers' E-Tech recording(s) will be made available to assist with the investigation and report documentation.

Individual officer E-Tech recording(s) will be controlled and only accessed for official use. Officers shall not be authorized to view E-Tech recordings outside of official duties. This is to ensure officers are not subject to harassment by their peers or leadership.

Body-worn cameras will have no more than one minute pre-record once officers activate the camera. Additionally, the BWC has the ability to record video for an extended time without officers activating the BWC. This limit will be set to no greater than 5 hours. Accessing the footage from this feature must be approved by both the Chief of police and the involved officers. The guild president, vice president and/or president's designee may approve the reviewing of the footage on a disabled or deceased officer's behalf.

13.03 Access and Use of E-Tech. When E-Tech is used by the City as part of a complaint and/or discipline investigation, the Guild and employees, whose voice or image was captured by E-Tech, will be notified that E-Tech is being used as part of the investigation process and the Guild and employees, whose voice or image was captured by E-Tech, will be provided access to and provided copies of all of the E-Tech at least 24 hours prior to any employee interview or meeting that uses and/or relies upon any E-Tech as part of the complaint and/or discipline investigation process.

Officers will have the right to view all E-Tech information in order to complete their official duties (example: report writing).

Audio and video recordings from E-Tech shall be provided and viewed by an involved employee, the Guild and/or their legal representative during their representation of an employee. Except as allowed by state or federal law, non-department personnel shall not be allowed to review E-Tech recordings without the written consent of the Chief of Police or the authorized designee.

13.04 Use of Force and E-Tech. If the officer is giving a statement (oral, written or report) about the use of force or if the officer is the subject of a disciplinary investigation, the officer shall:

(a) have the option of reviewing E-Tech recordings in the presence of the officer's attorney and/or Guild representative; and

(b) have the right to review recordings from other E-Tech capturing the officer's image or voice during the underlying incident and/or events that are the subject of the investigation.

(c) Officers involved in a shooting will have the opportunity to review their E-Tech recording (s) and any other E-Tech that captures their image or voice at least 24 hours before giving a statement (oral or written). This does not prevent the department from requiring a public safety statement.

–ARTICLE 14 • GRIEVANCE PROCEDURE–

14.01 A grievance shall be defined to include only matters involving the interpretation, application or enforcement of the terms of this Agreement. All grievances which cannot be resolved informally between an employee and his/her supervisor shall be resolved through the following procedure.

Step 1: The employee or the employee's representative shall submit a written grievance to his/her Divisional Commander within seven (7) calendar days of its alleged occurrence, or the date on which the employee knew or should have known of the violation. The grievance shall set forth a statement of the pertinent facts, the provision or provisions of this Agreement which are alleged to have been violated and the relief requested. The Divisional Commander shall have fourteen (14) calendar days after its presentation to him/her to attempt to resolve the grievance.

- Step 2:** If the grievance is not settled within the time frame indicated in Step 1 and the Guild wishes to pursue it further, it shall submit the grievance in writing to the Chief of Police within seven (7) calendar days after a response from the Divisional Commander, setting forth the facts involved, the provision or provisions of this Agreement alleged to have been violated, and the relief sought. The Chief will investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within fourteen (14) calendar days of its presentation to him with the grievant and an authorized Guild representative. The Chief shall provide a written answer to the grievance within seven (7) calendar days following the meeting.
- Step 3:** If the grievance is not settled at Step 2 and the Guild wishes to appeal it to Step 3 of the grievance procedure, it shall do so in writing to the City Manager within seven (7) calendar days of the Chief's answer at Step 2. The City Manager shall respond within fourteen (14) calendar days of the submission to him.
- Step 4:** Mediation: In the event the grievance is not resolved within fourteen (14) calendar days after its submission to the City Manager and the Guild wishes to pursue it further, it shall, within twenty-one (21) calendar days of its submission to the City Manager, refer it to mediation. Such referral shall be in writing, delivered to the Chief of Police, with a copy to the City Human Resources Department. Upon timely submission of the grievance to mediation, the parties shall request the Washington Public Employment Relations Commission to assign a mediator to meet with the parties to attempt to reach a resolution of the grievance. The mediator shall have no authority to direct or require a specific resolution of the grievance, but will work with the parties to explore the merits of the grievance and possible resolution of it. Either side may terminate mediation at any time after fourteen (14) calendar days from first mediation meeting.
- Step 5:** Arbitration: In the event the grievance is not resolved within seven (7) calendar days after the parties have completed mediation at Step 4 and the Guild wishes to pursue it further, it shall, within fourteen (14) calendar days of the completion of mediation at Step 4, refer it to arbitration. Such referral shall be in writing, delivered to the Chief of Police, with a copy to the City Human Resources Department. The parties, within fourteen (14) calendar days of the request for arbitration, shall jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) arbitrators from which the parties may select one (1). The representatives of the City and Guild shall alternately eliminate the name of one person from the list until only one name remains, with the Guild representative striking the first name from the list. The last name left on the list shall be the arbitrator.

14.02 It shall be the function of the arbitrator to hold a hearing at which the parties may submit their cases concerning the grievance. The arbitrator shall render his/her decision based on the

interpretation and application of the provisions of the Agreement within thirty (30) calendar days after the close of such hearing. The decision shall be final and binding upon the parties to the grievance, provided the arbitrator shall have no power to add to, subtract from or otherwise modify or amend any terms of this Agreement. Expenses for the arbitrator's services shall be borne by the losing party as designated by the arbitrator, but each party shall be responsible for any other expenses incurred by it in connection with the arbitration proceeding.

14.03 The steps set forth in the grievance procedure contained in this Article shall be followed unless the Chief of Police and the Guild representative agree in a particular case that the procedural steps and/or time limits should be modified. Any agreement to modify the procedural steps and/or time limits shall be in writing. In the event that no provision is made to modify any procedural steps and/or time limits, failure of the grievant and/or the Guild to comply with such steps and/or time limits shall be treated as final disposition of the subject matter of the grievance against the grievant. Failure by the City and/or Department to comply with a specified procedure or time period shall serve to automatically move the grievance to the next step.

14.04 It is specifically understood that any matters not included in this Agreement, including statutory provisions of Washington State Law, shall not be considered as proper bases for a grievance or subject to the grievance procedure set forth herein.

14.05 The provisions of this Article shall not be interpreted to require that the Guild process any grievance through the grievance or arbitration procedure which it believes, in good faith, lacks sufficient merit.

–ARTICLE 15 • INSURANCE COVERAGE–

- 15.01 A. For the term of this Agreement, the City agrees to provide health care and \$50,000 life insurance to all with the premium paid one hundred percent (100%) by the City and the option to provide coverage for their eligible dependents.

The insurance plans, which are in effect at the time of this Agreement are:

1. Regence Blue Shield Preferred Provider plan (PPO) as offered through the Association of Washington Cities, or
 2. Kaiser Foundation Health Plan of the Northwest, group medical and hospital service agreement, prescription plan and optical plan; and
 3. Delta Dental (formerly Washington Dental Service Plan No. 177), “F” as offered through the Association of Washington Cities and the Willamette dental plan including its orthodontia coverage as a second option for unit employees.
- B. The City also agrees to provide long-term disability insurance with a ninety (90)-day waiting period through the Association of Washington Cities (Standard Insurance Co.) for each employee (except LEOFF I employees who are covered for disability through a state provided program).
- C. The City has complete authority to choose and change the providers of the health care and life insurance benefits, so long as the level of benefits remains equivalent to those which were provided by the above-indicated plans on the date of entry of this Agreement.

- 15.02 For the term of this Agreement, the City will provide and offer only high deductible plans from Association of Washington Cities (AWC) and Kaiser. A summary of the plan designs and benefits of these high deductible plans from AWC and Kaiser are attached as **Attachment E and Attachment F**.

15.03

- A. Effective January 1, 2019, and for the term of this Agreement, any and all high deductible medical plans offered by the City will be ninety-five percent (95%) paid by the City for employees and their dependents and five percent (5%) paid by the employee for the employee and their dependents, however, in no event shall the monthly maximum employee cost share contribution exceed seventy-five dollars (\$75.00) per month. The employee cost share contribution towards medical premium shall be done as an automatic pre-tax payroll deduction.

- 15.04 For the term of this Agreement, dental and vision coverage will be one hundred percent (100%) paid by the City for employees and their dependents.

- 15.05 For the term of this Agreement, the City will fund a Health Reimbursement Arrangement (HRA) account by a monthly contribution of either \$125.00 for a single employee, or \$250.00 for an employee with one (1) or more dependents. The employee's HRA account funds will be drawn down by any deductible medical expense payments during the applicable health insurance plan year. Any HRA account funds remaining in the HRA account fund of the employee as of April 1 of the following applicable health insurance plan year will be automatically swept and transferred by the City to the employee's personal VEBA trust account.
- 15.06 For the term of this Agreement, except for LEOFF 1 employees, individuals that choose to be insured under a medical plan as a dependent (i.e. insured via a spouse's medical insurance plan), upon providing proof of said insurance coverage, can elect to receive a \$750.00 per month City-paid contribution into a Voluntary Employee Benefit Association (VEBA) account in lieu of enrolling in the City's medical insurance coverage program.

–ARTICLE 16 • MISCELLANEOUS CONDITIONS–

- 16.01 If any article of this Agreement or any addenda hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if enforcement of any article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby and the parties shall enter, within ten (10) calendar days, into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement or modification of such article held invalid.

–ARTICLE 17 • LEGAL FEES–

17.01 The City currently indemnifies and defends employees against civil claims and judgments arising out of the performance of their official duties. The City agrees to reimburse an employee for necessary, reasonable, usual and customary legal fees charged by an attorney for representing him or her in criminal proceedings arising from circumstances which occurred from the good faith performance of his or her duties in substantial compliance with the City's policies and procedures. The determinations to be made under the preceding paragraph shall be in the sole discretion of the Employer and shall not be subject to the grievance and arbitration procedure. Nothing in this paragraph shall limit the right of the individual employee to pursue his or her individual rights, if any, involving the subject matter of this paragraph in the courts. The maximum the Employer shall be required to contribute to legal fees shall be \$10,000.

–ARTICLE 18 • LENGTH OF AGREEMENT–

18.01 The agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

18.02 This agreement shall be effective from January 1, 2022, through December 31, 2024.

18.03 Contract Reopener - Either side may request negotiations to commence for a new Agreement on or after April 1, 2024, or earlier if mutually agreed by the parties. This Agreement shall remain in full force and effect during the period of negotiations for a successor Agreement.

Dated this _____ day of _____, 2022.

CITY OF LONGVIEW

By:

Kurt H. Sacha, City Manager

Robert Huhta, Police Chief

Chris Smith, HR Director

LONGVIEW POLICE GUILD

By:

Seth Libby, Guild President

Mark Makler, Legal Counsel to Guild

Attachment A

School Officers

to

THE CITY OF LONGVIEW &

THE LONGVIEW POLICE GUILD

Collective Bargaining Agreement School Officers' Hours (2001-1)

The following shall apply to those assigned as school officers.

1. When the schools are in session, school officers shall work five (5), nine (9) hour days, Monday through Friday, for a total of forty five (45) hours per week so that coverage can be provided before and after the school day begins and ends.
2. When the schools are in session, school officers shall normally work from 7:00 a.m. to 4:00 p.m.; however the beginning and ending time of the work day may be adjusted as provided in Article 8 of the current Labor Agreement.
3. School officers shall receive one hour of compensatory time for each nine (9) hour day worked as follows: such compensatory time shall be earned at the straight-time rate until the employee works forty three (43) hours in a week. Should a school officer work more than forty three (43) hours in a week when the schools are in session, he/she shall receive compensatory time for each additional hour worked beyond forty three (43) hours at the rate of time-and-one-half.
4. On those days when the schools are not in session, schools officers shall work an eight (8) hour day, Monday through Friday, from 7:30 a.m. to 3:30 p.m.
5. When a school officer is required to work in excess of his/her regularly scheduled shift, whether it is an eight (8) or a nine (9) hour day, he/she shall receive overtime as provided in the current Labor Agreement.
6. School officers shall take their accrued vacation and compensatory time during those times in the school year when school is not in session, i.e., holidays, Christmas vacation, spring and summer breaks, etc. The exception to this requirement is an unforeseen emergency, as approved by the Chief of Police.
7. School officers shall be charged eight hours of annual leave, sick leave, and/or compensatory time for each full, eight (8) or nine (9) hour shift taken off. Annual leave, sick leave, and/or compensatory time shall be deducted hour for hour when less than a full shift off is taken.

8. School officers shall be allowed to accrue compensatory time in excess of the maximums provided by the current Labor Agreement and/or City policy; however, all compensatory time accrued shall be taken by the beginning of the new school year each year. When an employee is reassigned to duty other than school officer, his/her compensatory time balance must be reduced to the allowed maximum within 90 days of reassignment, or as otherwise agreed by the parties at the time the person is reassigned.
9. In an effort to assist school officers in the use of their accrued compensatory time, it is agreed that they shall be exempt from the requirement to work on mandatory work days, whenever possible.

Attachment B

Longview Police Department

PATROL SCHEDULE

Definitions

1. "Team" Three (3) Sergeants, and the Officers reporting to those three (3) Sergeants.
2. "Squad" One (1) Sergeant and the Officers reporting to that one (1) Sergeant.
3. "Shift" One (1) work period (Day shift, Swing shift, or Graveyard shift) comprised of ten (10) hours and thirty (30) minutes.
4. "Long Term" Any time frame more than thirty (30) consecutive calendar days.
5. "LPG" Longview Police Guild.
6. "7/28 days" trade days; 1:1, day for day, ratio within each twenty-eight (28) day pay period.
7. "LPD" Longview Police Department.

The Patrol Schedule

1. Patrol Officers and patrol Sergeants will work five (5) consecutive days on duty, followed by four (4) consecutive days off duty, followed by five (5) consecutive days on duty, followed by four (4) consecutive days off duty, followed by five (5) consecutive days on duty, followed by five (5) consecutive days off duty. This 5-4-5-4-5-5 equals a total of twenty-eight (28) consecutive days.
2. Ten (10) hour thirty (30) minute shifts.
3. Overlap days will occur on Wednesday.

Shift Start and Ending Times

1. The following hours apply to patrol Officers and Patrol Sergeants ten (10) hour and thirty (30) minute shifts:

Day shift	0600-1630 hours
Swing shift	1330-0000 hours
Graveyard	2000-0630 hours

Overlapping Wednesdays

1. Squads on overlapping Wednesdays may attend training, conduct proactive patrols, respond to calls for service, or complete other duties as assigned.
2. Squads will usually work their normal shifts (Day, Swing and Graveyard) on overlapping Wednesdays. However, sergeants and officers may be asked to flex their hours by mutual agreement (confirmed in writing) for special activities or training. LPD will provide seven (7) calendar days' written notice for activities requiring a squad to flex their hours.

Patrol Shift Bidding

1. Shift bidding will occur once (1x) a year. Shift bidding for the calendar year will be done at one time (1x) during the shift bid process (Bid one time (1x) per calendar year for the entire calendar year/ four (4) shift bid cycles).
2. Shifts are bid in approximately three (3) calendar month blocks for four (4) shift bid cycles (January-March, April-June, July-September, and October-December).
3. Employees must stay on the same Team (A or B) for the entire calendar year.
4. If an employee switches Teams when bidding the next calendar year, it may cause some officers to work more than five (5) consecutive days. The parties agree that these additional days will be made as 7/28 days (trade days at a 1:1, day for day, ratio must be taken within the current twenty-eight (28) day pay period cycle) by mutual agreement.
5. The City of Longview will not pay overtime or grant compensatory time due to persons rotating from their initially selected Team unless required by FLSA (FLSA (29 U.S.C. 207(k)))
6. Sergeants/Corporals bid first by seniority.
7. All other officers will bid next by seniority.
8. Seniority is established for employees represented by LPG pursuant to the current CBA.

Covering Long Term Patrol Officer Shortages

1. Volunteer(s) will be sought to change squads within the Team to fill-in where needed if this does not create another shortage.
2. If no officer volunteers on the same Team, volunteer(s) will be sought from the other Team if this does not create another shortage.
3. If no officer still volunteers, then officers may be ordered to move to another shift/squad/team by reverse seniority as long as this does not create another shortage and complies with the current LPG CBA.

4. If no officer can be moved without creating another shortage, specialty positions may be asked to voluntarily move to the impacted squad for the duration of the shortage. A specialty officer temporarily filling a patrol position will maintain their specialty pay and other benefits of their current specialty assignment.

5. If no specialty position officer/detective volunteers to fill the position, specialty officers/detectives may be ordered to move to the impacted squad(s) in the following order: The Chief of Police has the sole discretion in assigning these positions when filling long term vacancies following the guidelines set forth in the LPG CBA.

- i. Traffic Officers
- ii. Detectives SCU/CIU
- iii. Any future positions

Patrol Vacation Bidding

1. Sergeants/Corporals bid first by seniority (date of promotion).

2. All other officers will bid next by seniority

3. **Special Use Leave:** The City will backfill with overtime five (5) complete shifts for each patrol commissioned Officer. These backfilled overtime shifts have to be taken in ten (10) hour thirty (30) minute time periods. The period of time backfilled will only be paid at one and one-half times (1.5x) hours for the covering officer (i.e. not covered on holidays or days that would cause double time (2x). The commissioned Officer covering the short shift will be assigned per normal overtime coverage agreement (Lowest seniority person may be mandated to work OT). Additional officers can take the time off, which will be covered by the city. The additional officers will be able to take the time off if they do not cause another commissioned Officer to be mandated to work their shift. This rate will only be paid out at one and one-half times (1.5x). The commissioned Officer that wants the time off will be required to use ten (10) hour thirty (30) minute time periods from annual leave, guild holiday, or comp time.

4. Special use days are only required to be used if leave causes staffing to go below minimum (OIC+4).

5. Staffing shortages caused by long term absences will not require the use of special use days for that squad slot vacancy. For this section long term absences will be defined as any quad member absences expected to be longer 30 consecutive calendar days.

Patrol Training Days

1. The standard ten (10) hour thirty (30) minute shift will be utilized to cover travel time and training time. Any training day up to ten (10) hours thirty (30) minutes but not less than (8) hours will be counted as an entire workday.

2. A training day that is less than eight (8) hours, including travel time, requires the employee to take the remaining balance of time off utilizing accrued leave, with supervisor approval. The leave taken and hours worked needs to equal to eight (8) hours for that day.
3. Training that exceeds the employee's scheduled ten (10) hour thirty (30) minute shift will be handled in accordance with the LPG CBA.
5. Voluntary training days on scheduled days off will be taken as 7/28 days as staffing levels allow. The date(s) the 7/28 days are taken will be mutually agreed to by the City and the Employee and will be memorialized in writing. The 7/28 day(s) will be selected and approved prior to the employee attending the training.
6. Mandatory training on scheduled days off may be taken as 7/28 days as staffing levels allow by mutual agreement, or as overtime or comp time per the CBA.
7. Mandatory training days on scheduled work days (other than on overlapping Wednesday) may require an employee to flex their hours to attend. This flexing of shift hours for mandatory training on scheduled work days will occur without additional compensation with seven (7) calendar days written notice, unless by mutual agreement.
8. Patrol staffing on training days will be covered with the use of holdover staffing even if there was more than (12) hours of notice. This is to ensure department training needs are met by not pulling staff from training to cover short shifts.

In-Service Training

1. Work shifts may be changed by the employer to accommodate structured in-service training as follows:
 - a. At least seven (7) calendar days written advance notice is provided to the employee.
 - b. The shift change will be for a full training day (10 hours thirty (30) minutes).
 - c. The parties further agree that the foregoing may be changed by mutual agreement, on a case-by-case basis.

Miscellaneous Provisions

1. The maximum shift allowed for officers to work will normally be fifteen (15) consecutive hours in any twenty-four (24) hour period. This also applies to any off-duty employment. Exceptions may be made due to exigent or emergency situations.
2. The shift supervisor responsible for the overtime period shall be responsible for approving such exceptions, and such exceptions must be memorialized in writing.

3. Examples of exigent situations where employees may be required to work more than fifteen (15) hours in any twenty-four (24) hour period include, but are not limited to: necessary report completion, major investigations such as those involving BARRK Felonies, court appearances, and SWAT Missions.
4. FLSA work period is 7/28 days.
5. Overtime is any time worked outside a normally scheduled shift.
6. Holiday Premium Pay compensation will be paid per the LPG CBA.
7. Requests for vacation, compensatory time and sick leave will be taken in fifteen (15) minute increments, with the minimum request of fifteen (15) minutes.
8. Overtime requests will be made in fifteen (15) minute increments.
9. **Covering Short Shifts:** Holdover less than twelve (12) hour notice:
 - i. Day shift will be covered by Graveyard working 0630-0930 hours and Swing Shift will work from 0930-1330 hours.
 - ii. Swing Shift will be covered by Day shift working from 1630-1700 hours and Graveyard will work from 1700-2000 hours.
 - iii. Graveyard will be covered by Swing shift from 0000-0300 hours and Day Shift will work from 0300-0600 hours.
- b. Holdover more than twelve (12) hour notice:
 - i. Opposite side Squad will be tasked to cover the overtime.
 - ii. Day shift coverage hours will be from 0600-1500 hours.
 - iii. Swing shift coverage will be 1330-2200 hours.
 - iv. Graveyard shift will be 2200-0600 hours.
10. **Overlap staffing:** Officers may take leave during the overlap hours which are detailed below.
 - a. **Day shift** officers will be able to take leave starting at 1500 hrs. until the remainder of their day.
 - b. **Swing shift** Officers may take leave starting at 2200 hrs.
 - c. **Graveyard Shift** officers are able to take leave starting at 0600 hrs.
 - d. **All Shifts (days, swings, graves) starting late** may be allowed with the approval of a **Captain**.
11. **Wellness time:** Each **commissioned** officer shall be provided the option to participate in wellness time for the last one-half hour of their full shift (30 minutes). Wellness time should consist of an activity that assists in the officer/detective's overall health and wellness. Wellness activities may be outlined by the Chief. Wellness time may be forgone due to legitimate needs of the department (i.e. in custody probable cause, overlap coverage, patrol emphasis).

Attachment C

The parties agree to have the revised Substance Abuse Policy reviewed by each party's legal representative for issues of concern to be noted and bargained within 60 days, or as

otherwise mutually agreed by the parties, after the collective bargaining agreement is ratified.

**Substance Abuse Policy (1990-1)
MEMORANDUM OF UNDERSTANDING**

By and Between

The City of Longview

and

The Longview Police Guild

In recognition of the serious problem with substance abuse in our society, the Longview Police Guild ("Guild") endorses efforts by the City of Longview ("City") to help preclude problems regarding drugs or alcohol and its employees. The Guild supports the intent of The City of Longview - Substance Abuse Policy ("Policy") to ensure a safe work environment and help assure public safety, while at the same time endeavoring to safeguard employee privacy and dignity.

NOW THEREFORE, it is understood and agreed that the following procedural steps shall be met by the City regarding the application of the Policy to employees in the bargaining unit represented by the Guild:

1. When the City orders that a drug test shall be conducted, the City shall bear the laboratory/clinic actual expenses for such a test.
2. If a drug test is ordered by the City, the laboratory utilized shall maintain an adequate amount of the sample submitted (preserving it through frozen storage in accordance with the Policy), and it shall be available on written request to the City by any tested employee for up to sixty (60) days from the date the sample was taken so that the employee may at the employee's expense, have an independent test conducted. Any independent test must satisfy appropriate chain of custody requirements to verify authenticity and meet City testing requirements to the City's satisfaction.
3. In all drug testing situations under the Policy, the City shall utilize confirmatory testing as a standard procedure. Under this requirement, a screening test will be utilized to preliminarily determine whether a sample is positive or negative, and all positive samples will be run through a second more specific test. It is understood between the City and the Guild that in circumstances involving urinalysis testing, that the screen test shall be the enzyme multiplied immunoassay test (EMIT), and that the confirming test shall be the gas chromatography/mass spectrometry (GC/MS) test. No test results shall be sent to the City Medical Review Officer until the confirmatory test has also rendered a positive result. While an employee will be

in an appropriate administrative leave status while such test results are pending, no discipline shall be initiated in any way until the final results have been submitted to the Medical Review Officer, interpreted by the Medical Review Officer, and then assessed by the City.

4. In interpreting "reasonable suspicion" situations, it is understood that the law enforcement profession often requires employees to engage in escalation of force situations that are highly stressful. When such a situation occurs, before the City will make a determination of reasonable suspicion regarding the perceived need for a possible drug test, it shall allow a period of time to pass after the stress event before making an assessment of reasonable suspicion indicators at that time.
5. A drug test for alcohol may be performed by the use of a BAC test (breath test) or a blood test, at the discretion of management. However, if a blood test is required, an out-of-county laboratory will be used.
6. Because the Police profession is held to a high standard of ethics by the community, an appearance of professionalism is required at all times. Therefore, in addition to other justifying testing as set forth in the Policy, the odor of intoxicants about an officer by itself, shall be grounds to authorize a test as defined in number 5 above. Management will determine the officer's fitness for duty.
7. In initiating the procedures or making the decisions described in (Section 8) FITNESS FOR DUTY and (Section 10) SEARCH NOTICE AND CONDITIONS of the Policy, two levels of supervision will be required except in cases of emergency.

Agreed to this 23rd day of August, 1990.

Attachment D

2019 Salary Schedule
[To be conformed and confirmed]

Attachment E

2022 Salary Schedule [To be conformed and confirmed]

2023 Salary Schedule
[To be conformed and confirmed]

2024 Salary Schedule
[To be conformed and confirmed]



City of Longview

Agenda Summary

PROFESSIONAL, TECHNICAL AND ADMINISTRATIVE (PTA) EMPLOYEES 2022 SALARY AND BENEFITS

RECOMMENDED ACTION:

MOTION TO APPROVE RECOMMENDED PTA SALARY AND WAGES FOR 2022

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Continue effective financial management

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

The recommendation provides for a general wage increase of 4.00% for 2022

For 2022, employees will remain on either the AWC/Regence or Kaiser Permanente High Deductible Healthcare Plans with a 5% employee contribution of the premium. Members who opt-out of City paid medical insurance will receive \$800 per month to a personal VEBA account. Dental plans remain at 80% employer paid.

RECOMMENDED ACTION:

Motion to approve recommended PTA Salary & Wages for 2022

STAFF CONTACT:

Chris Smith, Human Resources Director

Attachments: None



City of Longview

Agenda Summary

LONGVIEW POLICE SUPPORT GUILD (LPSG) COLLECTIVE BARGAINING AGREEMENT 2022-2024

RECOMMENDED ACTION:

MOTION TO APPROVE THE LPSG 2022-2024 COLLECTIVE BARGAINING AGREEMENT

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Continue effective financial management

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

On November 23, 2021, Longview Police Support Guild (LPSG) and the City reached a tentative agreement on the 2022-2024 Collective Bargaining Agreement (CBA). Multiple articles in the contract were opened for review and some language changes to clarify/improve the contract were made.

LPSG notified the City of its 15 member ratification on December 14, 2021. The contract provides for a wage increase as follows:

Effective January 1, 2022: A general wage increase of 4.00%

For year 2023: A general wage increase of 100% of the Seattle-Tacoma-Bellevue Washington Consumer Price Index (CPI/W) with a minimum 2.5% and a maximum of 4%.

For year 2024: A general wage increase of 100% of the Seattle-Tacoma-Bellevue Washington Consumer Price Index (CPI/W) with a minimum 2.5% and a maximum of 4%.

Additionally, all Guild members will remain on either the AWC/Regence or Kaiser Permanente High Deductible Healthcare Plans with a 5% employee contribution of the premium. Members who opt-out of City paid medical insurance will receive \$825 per month to a personal VEBA account. Dental plans remain at 80% employer paid.

RECOMMENDED ACTION:

Motion to approve the LPSG 2022-2024 Collective Bargaining Agreement.

STAFF CONTACT:

Chris Smith, Human Resources Director

Attachments:

1. LPSG 2022-2024 CBA

Labor Agreement
by and between
City of Longview, Washington
and
Longview Police Support Guild (LPSG)
January 1, 2022 - December 31, 2024



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PREAMBLE

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

ARTICLE 1 - NON-DISCRIMINATION

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

ARTICLE 2 – RECOGNITION

2.1 The Employer recognizes the Guild as the exclusive bargaining representative for all full-time and regular part-time support staff in the City of Longview Police Department excluding supervisors, confidential employees, dispatchers, commissioned officers and all other employees.

2.2 Unless expressly noted in the contract, Articles addressing benefits and paid leave do not pertain to part-time employees until they have completed 18 months of continuous service.

2.3 **Use of Temporary Employees:**

The Employer may utilize temporary employees on a seasonal, cyclic, or short-term basis, or to assist during an unusually high workload. A temporary employee will not work more than 1,000 hours in a calendar year except upon mutual agreement between the City and the Guild. The City will provide the Guild, upon request, with a summary of temporary employment activity within the Department to include the number of temporary employees utilized, their assigned work areas, and cumulative hours worked.

Temporary employees are exempt from the provisions of this contract.

2.4 **Use of Alternative Workers and Non-Bargaining Unit Personnel:**

The City may, in its discretion, make use of various alternative workers i.e. volunteers, offenders, youth programs, senior citizens etc., provided such activity does not result in the layoff of bargaining unit employees or a reduction in the number of bargaining unit positions. Interns and those involved with a work-study program, defined as an individual enrolled in an

accredited college, university or vocational school as evidenced each semester/quarter of enrollment, are exempt from the provisions of this agreement.

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

2.5 Use of Project Employees:

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

2.6 Limited Duration Employee:

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

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

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

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

ARTICLE 3 - GUILD MEMBERSHIP

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

ARTICLE 4 - GUILD REPRESENTATIVES AND ACTIVITIES

- 4.1 The Guild shall inform the employer in writing of the names of its officers and stewards who are authorized to represent the Guild. Such information shall be kept up-to-date.

4.2 Access to Workplace:

After informing and receiving permission from the Department Head, Guild representatives may, during non-work time, visit the work location of employees covered by this Agreement. Access shall be allowed provided it does not disrupt the regular work activities of employees or the department.

4.3 Bulletin Boards:

The Employer shall provide the Guild with a bulletin board at a reasonable location for its use in communicating to members.

4.4 Release Time:

Employee officers of the Guild or stewards shall be allowed reasonable release time without loss of pay for the purposes of meetings with the employer for collective bargaining, or disciplinary hearings, and grievance proceedings up to the level of arbitration where such official acted as the employee representative or was otherwise directly involved in the situation, or other legitimate activities as are mutually agreed. Nothing in this Agreement shall be construed to require employees to receive compensation from the employer for representation activities occurring outside of the employee's regularly scheduled work hours or for such time to be counted as time worked for overtime calculation. Guild officers, employees or business representatives shall not use work hours for solicitation of Guild membership, collection or checking of dues, Guild meetings or other activities relating to the internal business of the Guild.

4.5 Labor/Management Communications:

The parties agree to conduct periodic labor management meetings to discuss issues of mutual concern. Labor Management meetings shall not be in lieu of the Grievance Procedure described in this Agreement. Two Guild members shall be allowed to attend such meetings. Such Employees will be allowed to attend without loss of pay as provided in the aforementioned "release time" section.

4.6 Use of Facilities:

The Guild shall have the right to hold Guild meetings on the premises of the City's facilities at no cost to the Guild. This provision only applies as long as the City does not have a departmental use for the space. In the event that there is a competing City interest to use the space (i.e. SWAT meeting), the Guild will have the ability to re-schedule use of the space at a different time. Guild meetings will typically begin at 4:00 p.m. prior to the records dept. closing. One records person will be required to staff records until 5:00 p.m. Monday through Friday.

ARTICLE 5 - STRIKES AND LOCKOUTS

Guild agents, officers, representatives, and bargaining unit members shall not engage in, acquiesce in, observe or encourage any strike, slowdown, primary picketing, sick-out, sit-down, or other disruption

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

ARTICLE 6 - MANAGEMENT RIGHTS

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

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

- Determine whether City activities or services are appropriately contracted or subcontracted to outside entities or to other City non-bargaining unit employees provided that the Guild is given at least 30 days advance notice of the City's preliminary intent on such matters. If the Guild gives notice within the 30 day period of a desire to bargain, the City agrees to bargain. If no agreement is reached by 60 days from the original notice, the parties may agree to mediate. If mediation is unsuccessful within 90 days of the original notice, the City may proceed with its contract.

ARTICLE 7 - COMPENSATION/WAGES

7.1 Wages:

7.1.1 Effective January 1, 2022, all salaries shall be increased by four percent (4.0%).

7.1.2 Effective January 1, 2023, all salaries shall be increased by a percentage equal to 100% of the Seattle-Tacoma-Bellevue Washington Consumer Price Index (CPI-“W”) unadjusted for the period from June 2021 to June 2022 with a minimum 2.5% and a maximum of 4.00%.

7.1.3 Effective January 1, 2024, all salaries shall be increased by a percentage equal to 100% of the Seattle-Tacoma-Bellevue Washington Consumer Price Index (CPI-“W”) unadjusted for the period from June 2022 to June 2023 with a minimum 2.5% and a maximum of 4.00%.

7.2 The salary step plan shall include a six-step salary structure with one year step increments starting with step “A” and ending with step “F”. Employees shall move from step to step on their regular salary anniversary date.

7.3 Work Out of Classification:

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

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

7.4 Community Service Officer (CSO) Trainee Pay:

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

7.5 Community Service Officer Premium Pay:

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

7.6 Temporary Assignments:

7.6.1 Employees temporarily assigned to work the Police Services Technical/Evidence position duties shall receive an additional ten percent (10%) of their regular rate of pay for all hours the employee is directed by the Chief or his/her designee to work in that position.

7.6.2

In the absence of the Police Records Supervisor, a PIC (person in charge) will receive five percent (5%) above their regular rate of pay for all hours the Police Records Supervisor is absent after one working day.

ARTICLE 8 - MEDICAL AND INSURANCE BENEFITS

8.1 The City agrees to provide long term disability insurance with a 90-day waiting period and \$50,000 life insurance to all full-time employees at no cost. The City also provides

Employee Assistance Program coverage at no cost. Employees will also have the option to purchase additional life insurance and to provide coverage for their eligible dependents. Employees and their eligible dependents shall be offered the opportunity to enroll in medical/vision, and dental, insurance coverage. The employer also agrees to notify the Guild of any new insurance or other benefits that become available to the City during the life of this Agreement.

8.2 The City, after consultation with the Benefits Committee and the Guild, has complete authority to choose and change the providers of the insurance benefits. The Guild reserves the right to bargain over the impacts of any substantial changes to plan design or benefits levels.

8.3 During the term of this Agreement, the City:

8.3.1 Effective January 1, 2019 and for the term of this agreement, for all eligible regular employees and eligible dependents, the Employer will pay ninety-five percent (95%) of the premium costs of either the AWC/Regence HSA Qualified High Deductible Health Plan or the Kaiser Permanente Washington HSA Qualified High Deductible Health Plan per Addendum B. Guild employees obtaining Healthcare coverage from the Employer shall select from one of these two plans; no other Healthcare plans will be offered.

8.3.2 Effective Jan. 1, 2019, and for the term of this agreement, the City will fund a Health Reimbursement Arrangement (HRA) at the rate of either \$125.00/month for single employees or \$250.00/month for employees with one or more dependents. This HRA fund will be drawn down by any deductible medical expense payments during the calendar year. Any HRA funds remaining in the account of the employee at the end of the calendar year, minus any claimed deductible expenses for that calendar year paid prior to April 1 of the following year, will be transferred to the employee's personal VEBA account on or before April 10 of the following year. HDHP deductible expenses incurred by the employee and/or their dependents that exceed the employee's HRA balance shall be paid by the Employer.

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

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

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

8.3.7 Upon an employee's separation of employment, the employee's remaining HRA balance, minus any claimed deductible expenses for the calendar year of separation paid within ninety (90) days of separation, will be transferred to the employee's VEBA account

within one hundred (100) days of separation. Claimed deductible expenses submitted more than ninety (90) days after separation of employment will not be paid.

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

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

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

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

- 8.6 Employees that choose to be insured under a medical plan as a dependent (i.e. insured via a spouse's medical insurance plan), upon providing proof of said insurance coverage he/she can elect to receive a \$825/month City paid contribution into a Voluntary Employee Benefit Association (VEBA) account in lieu of enrolling in the City's medical insurance coverage program. Provided that at no time the number of guild employees electing VEBA will exceed their percentage representation within the total employee census. This clause is to ensure that the City's standing in the AWC Trust is not harmed. Underwriting rules prohibit more than twenty-five percent (25%) of the City's employees from opting out of medical coverage. Example: in 2014 Guild employees represent four percent (4%) of the total City FTE. Twenty-five percent (25%) of this number equals three (3) Guild employees may elect to participate in VEBA. The City will recalculate this number each year based on the employee census on September 30. The Guild president will be notified annually of the maximum number of employees who may enroll in VEBA. If the number of employees reaches the maximum, no new Guild employees will be allowed to elect VEBA until the number of participating Guild employees is below the maximum pro-rated amount.

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

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

The purposes of the committee shall include:

- To seek ways to control health care expenses.
- To provide means for increased employee education about insurance benefits and a means for employee input into insurance benefits carriers and plan design.

- The committee's purpose is educational and exploratory only and the committee cannot bind the city or the respective unions to any decisions or course of action.

8.9 Continuation of Benefits:

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

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

8.10 The City shall reimburse any Guild member for a fitness membership subject to the following provisions:

- The maximum monthly reimbursement shall not exceed twenty dollars (\$20) per month;
- Each participating member must attend the fitness program a minimum of eight (8) times in the preceding month to be eligible for reimbursement.

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

8.11 **Safety Release**

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

8.11.1

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

8.11.1.a

An employee is under subpoena;

8.11.1.b

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

8.11.1.c

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

8.11.1.d

An employee is ordered by a supervisor to work;

8.11.1.e

An employee is required to participate in mandatory training;

8.11.1.f

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

8.11.2

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

8.11.3

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

8.11.4

An employee who is required by the City to work more than fifteen (15) hours in any twenty-four (24)-hour period shall be required to take Safety Release time off and be provided at least nine (9) hours Safety Release time off being required and allowed by the City to return to active duty status. The employee required to take Safety Release time off during their next scheduled work shift will be compensated by the City at the employee's regular rate of pay for the hours necessary to get the employee nine (9) hours of Safety Release time.

8.11.5

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

ARTICLE 9 - HOURS OF WORK

9.1 Employee Work Schedules:

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

- a. Five (5) consecutive days of eight (8) hours followed by two (2) days off.

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

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

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

9.1.4. Hours of Operation. The Front Counter will be open to the public for walk-in Customers from 8:00 a.m. to 4:00 p.m. Monday through Friday, excluding holidays. Longview Police Department will be responsible for performing Police Records tasks from 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays.

9.1.5. The Administrative Assistant will not be used routinely for front desk coverage.

9.2 Lunch Periods:

Lunch periods are normally unpaid and excluded from scheduled work hours. If an employee wishes to waive their lunch meal period they must make the request in writing in accordance with State of Washington Department of Labor and Industries Employment Standards Administrative Policy (ES.C.6.1(8)). Employees may opt for a 30 minutes or 60 minute lunch so long as it meets the needs of the department with the approval of their supervisor. Employees participating in an lunch time Wellness Committee Program will be afforded an additional 10-20 minutes for travel time depending upon the location, unless staffing needs prohibit. If an employee wishes to waive their lunch meal period, they must make the request in writing, in accordance with State of Washington Department of Labor and Industries Standards Administrative Policy [ES.C.6.1(8)]. Employees may opt for a 30 minute or 60 minute lunch as long as it meets the needs of the department with the approval of the employee's supervisor.

9.3 Work Schedule Changes:

Except in cases of emergency or other unavoidable circumstances beyond the Employer's control, employees shall be notified of changes in their established work schedule at least seven (7) calendar days in advance of their effective date. Schedule changes made in non-emergency situations with less than seven (7) calendar days' notice shall result in the payment

of overtime for all work hours outside of the normal shift until the seven (7) day notice period has elapsed. The (7) calendar day notification requirement can be waived by mutual agreement and does not apply to employee initiated schedule modifications.

9.4 **Overtime:**

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

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

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

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

9.5 **Comp Time:**

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

9.6 **Pyramiding:**

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

9.7 **Time Worked:**

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

9.8 Call Back:

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

- 9.8.1 An employee called back to work after completion of the scheduled workday shall be paid a minimum three hours call-back at double their regular average hourly rate of pay, with additional hours worked compensated at the overtime rate of time-and-one half. For example – if an employee is called back to work for only one (1) hour they would receive three (3) hours of pay at double their hourly rate of pay, and if they worked four (4) hours they would receive three hours at double their regular average hourly rate of pay, and one (1) hour at the rate of time and one half.
- 9.8.2 Employees called into work within one (1) hour of their established start time are not eligible for call back pay.
- 9.8.3 Multiple Callbacks, Same Period: If any employee is called back two (2) times or more in one day where the employee is released and then required to come back later within that same day, the above rates of callback pay shall apply to each time the employee is called back.
- 9.8.4 Holdover for Deficient Work: No callback or holdover pay shall be given for employees who are called back or held over to correct deficient work that cannot wait to be corrected when the employee returns for his/her next regularly scheduled shift. Further, callback shall not apply when it occurs on the employee's regularly scheduled work day and the employee agrees to adjust their hours of work and come in early so they can leave early.
- 9.8.5 Court and/or Subpoenaed Appearances
 - A. An employee who appears in court arising out of his/her employment with the City and who has not taken advantage of the schedule exchange for court time or who responds to a subpoena on behalf of the City on off-duty time shall receive a minimum of 3 hours of overtime compensation paid at time and one-half plus any additional time spent in court beyond the first 3 hours paid at one and one half times.
 - B. An employee who has pre-approved vacation or compensatory time scheduled and has submitted an "Unavailable for Court" slip, and is subsequently scheduled and required to appear for court during the scheduled /pre-approved leave time shall receive a minimum of 3 hours overtime compensation paid at 2 times plus any additional time spent in court beyond the first 3 hours, paid at one and one half times.
- 9.8.6 Regular overtime shall also apply to work related phone calls. For the purposes of this section, work related phone calls are defined as contact(s) made by LPD management,

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

9.9 **Meals and Breaks:**

All employees may have a meal period as established in 9.2. Employees shall receive two (2) paid rest periods of fifteen (15) minutes each, one (1) in each half of a full-time shift. Where the nature of the work permits an employee to take an intermittent rest period equivalent to fifteen (15) minutes for each half shift worked, scheduled rest periods are not required.

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

ARTICLE 10 - CLOTHING AND EQUIPMENT

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

10.1.1 CSO, and Parking Enforcement Officer:

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

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

10.1.2. Evidence Property Technician:

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

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

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

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

10.2 Employees listed under Article 10.1 who are required to wear uniforms and the Civilian Investigator shall receive a clothing/uniform/shoe allowance in the amount of \$620 (this amount includes withholding tax) for the purchase of new or replacement uniforms/clothing/shoes – paid directly to the employee in two equal sums, one-half to be paid on the June 15th pay period and the second half to be paid on the December 15th pay period of each year. Employees not listed in Article 10.1 who receive subpoenas as part of their duties shall receive a clothing stipend of \$200.00 every three (3) years. To receive the stipend, employees will submit a written request with a copy of a received subpoena to the Administrative Secretary for reimbursement. New employees completing their 12 month probationary period during a calendar year shall be entitled to receive a pro-rated monthly portion of the annual uniform/ clothing/shoe allowance for the number of months beyond their probationary period in that calendar year. All equipment, clothing and other materials issued by the Department shall remain the property of the Department, and upon termination or retirement an employee shall turn in to the Department all equipment, clothing and other materials which have been issued to him/her.

10.3 The Department will replace or reimburse an employee for uniforms, clothing or equipment which is damaged or destroyed while the employee is performing duties assigned in the line of duty unless such damage is caused by the negligence of the employee. The Chief of Police or his designee shall determine if the equipment was, in fact, damaged in the line of duty. The employer may pro-rate the reimbursement of damaged items based on a “fair market value” standard if the item was not in new condition. The Department will clean, repair or replace any Department-issued clothing or equipment damaged in the line of duty or as normal wear and tear within the following guidelines:

- a. Any Department uniform clothing items in need of repair must have pre-authorization from the Chief or his designee in order to be repaired by the Department's designated vendor. Hemming of pants will be considered repair, all other alterations will be at the employee's expense. (*Button replacement is covered as a "repair".*)
- b. In addition to repair of uniform clothing items, the sewing on of authorized patches and insignias will also be done by the Department's designated vendor at the city's expense. Insignias are the property of the City of Longview and shall be returned to the City upon termination of employment.
- c. Cleaning of Department issued clothing and/or civilian investigator garments through the Department's cleaning service shall be limited to not more than 144 clothing items a calendar year, with no carry-over from year to year. Employees identified in Article 10.2 who are not listed in Article 10.1 shall be limited to not more than 30 items per year with no carry-over from year to year.
- d. Nothing in the Agreement shall limit the Department's authority to set and maintain standards of appearance for the Department, provided that standards are applied uniformly and that changes in standards shall remain negotiable.

10.4 **Other Clothing Allowances:**

The employer will provide appropriate personal protective equipment and clothing to employees required to perform safety sensitive job functions. Damage that occurs to employee clothing or property while performing critical job functions that are not required on a routine basis (i.e. crisis response activities), will be repaired or replaced as determined by the Chief of Police.

ARTICLE 11 – HOLIDAYS

11.1 **Observed Holidays:**

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

New Year's Day – January 1*

Presidents' Day – Third Monday in February*

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

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

- 11.2 Any of the above holidays that fall on a Sunday will be observed on the following Monday; any that fall on a Saturday will be observed on the preceding Friday.
- 11.3 Employees shall receive the same number of holidays regardless of work schedule. If the date of observance of a holiday falls on an employee's regular day off, the employee shall receive an alternative day off within the same pay period (1st -15th or 16th – end of the month) of the holiday. To be eligible for pay for a holiday, the employee must be in paid status on the scheduled workdays immediately before and after the holiday.
- 11.4 Holidays occurring during a period of paid leave shall be charged as holidays, not as paid leave.
- 11.5 **Holiday Work:**
Employees required to work on a holiday shall be compensated at time and one half in addition to holiday pay.
- 11.6 With mutual consent of the employee and employer, employees may work on an observed holiday at the straight time rate of pay and may take an alternative day off, within the same pay period or FLSA work period, in lieu of holiday pay.
- 11.7 **Floating Holidays:**
Floating holidays must be used by the end of the calendar year in which they are earned. Floating holidays are credited to employees on a pro-rated basis. An employee earns one (1) floating holiday during the period January 1 through April 30, one (1) during the period May 1 through August 31, and one (1) during the period September 1 through December 31.
- Upon termination of City employment an employee shall be paid for all accrued and unused Floating Holidays.
- 11.8 Requests for use of floating holidays shall be in one-quarter hour increments with the exception that pro-rated holiday hours can be augmented by other forms of paid leave to equal a full work shift. Requests should comply with procedures outlined for use of vacation,

except that the Department may authorize shorter advance request requirements or less formal request procedures.

ARTICLE 12 – VACATION

12.1 Accrual Rates:

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

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

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

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

12.3 Part-time clerical position(s) may be treated as hourly and leave accruals will be computed based on a formula based on the number of hours the employee works in each pay period. Employee(s) in position (s) designated as hourly clerical will be guaranteed 20 hours work per week.

12.4 Vacation leave will accrue on a pay period basis. Leave earned one pay period shall be credited to the employee upon completion of that pay period. Vacation leave is accrued but may not be taken until after an employee has completed six (6) consecutive months of employment. Vacation leave earned during that period of time will be granted on the first day of the month immediately following completion of six months of service.

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

12.6 Maximum Accumulations:

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

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

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

12.7 Termination Payoff:

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

12.8 Vacation Sell-Back:

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

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

12.8.2 To be eligible to sell back vacation, an employee must have used a total of eighty (80) hours vacation and floating holiday in the prior calendar year. The total of vacation sold may not exceed the maximum hours limitation but may be apportioned according to the employee's choice between the June and November sales period or may divide the amount into two portions without exceeding the sixty (60) hour maximum.

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

12.9 Vacation Scheduling.

12.9.1. Front Counter Work Group. With staffing at three (3) employees (Office Assistants), no more than one (1) person in the front counter work group can be on vacation at a time due to front counter coverage needs. Initial vacation requests will be submitted to the supervisor

by November 30 of each year and posted by December 15 of that year. The parking enforcement officer has no restrictions on submitting annual leave requests in November as long as he/she has adequate vacation leave balances to cover the requests.

12.9.2. Police Records Specialists Work Group. With staffing at five (5) employees, no more than one (1) person in the Police Records Specialists work group may be on vacation at a time due to workload needs. Initial vacation requests will be submitted to the supervisor by November 30 of each year and posted by December 15 of that year.

12.9.3. Submitting Vacation Requests. Employees will submit their vacation requests through the Department's online scheduling software. Requests will be treated separately for each work group identified above. Employees will receive a notification of approval or denial of their vacation request and the electronic scheduling software will also reflect the status of the request.

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

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

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

12.9.3.4. Vacation requests submitted after November 30 will be approved on a first come, first served basis, regardless of number of days requested. Seniority will take precedence only if two (2) or more employees submit a request on the same date for the same day off. Management requests that all time off requests after November 30 be submitted five (5) working days prior; however, it is understood that this is not always possible.

12.9.4. Part-time employees will be given the first opportunity to work any additional hours to fill in for the Office Assistant or Police Records Specialist that is on vacation.

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

12.9.6 Nothing in this language prohibits management from allowing more than one (1) person off at the same time.

ARTICLE 13- SICK LEAVE

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

13.2 **Accrual:**

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

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

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

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

13.5 **Sick Leave Payoff:**

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

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

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

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

13.6 **Workers' Compensation Coordination:**

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

13.7 **Family Illness Usage:**

Employees may use sick for the following reasons:

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

13.8 **Reporting and Approval Procedure:**

Where the need to use sick leave is foreseeable, employees should submit written notice of the need for leave to their supervisor at least 10 days in advance of the leave date(s); for unforeseeable leave, employees must contact their supervisor as soon as the need for leave becomes known. The City may require documentation regarding the use of leave, provided that (i) documentation may only be required when an employee uses more than three consecutive work days of sick leave; (ii) an employee will have up to 10 calendar days to provide the required documentation; (iii) if requested, documentation need not disclose the nature of the medical condition causing the need for leave; and (iv) if a requirement to provide documentation will result in unreasonable burden or expense to the employee, an employee may advise the City of the concern and the City will evaluate its request in light of the circumstances.

13.9 Discipline

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

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

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

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

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

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

ARTICLE 14 - OTHER LEAVES

14.1 Bereavement and Funeral Leave:

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

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

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

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

14.2 Military Leave:

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

14.3 Jury Duty:

Leave with pay shall be granted as necessary to allow employees to serve as a member of a jury. Any compensation received by the employee for such duties, excluding mileage allowance and meal allowance, shall be waived, remitted to the City, or, in the alternative, the City shall pay the difference between the employee's regular salary and the fees received. When an employee is excused or dismissed from jury duty, he/she shall promptly notify the

Employer. Employees may be required to report to work for any portion of their regularly scheduled shift during which they are not actually serving on a jury or waiting to be assigned to a panel of jurors.

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

14.4 Internal Employment Testing:

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

14.5 Family, Medical and Parental Leave:

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

14.6 Workers' Compensation:

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

14.7 Other Leaves of Absence:

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

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

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

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

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

14.8 Mandatory Leave:

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

14.9 Leave Sharing:

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

14.10 Seniority:

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

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

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

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

14.11 Washington State Paid Family Leave.

In 2017, the state passed legislation establishing the "Paid Family and Medical Leave" (PFML) program. This statewide insurance program offers Washington workers the opportunity to receive partial wage replacement while on leave for qualifying family and/or medical events. This program premium is designed to be funded by both employee and employer using 0.60% of gross wages. Beginning January 1, 2022, the premium contributions will be as follows:

Employee contribution: 73.22% of 0.60% of employee gross wages

Employer contribution: 26.78% of 0.60% of employee gross wages

ARTICLE 15 - PROBATION AND PROMOTIONS

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

ARTICLE 16 - DISCIPLINE AND DISCHARGE

- 16.1 **Disciplinary Actions.**
Regular employees may be disciplined in the form of verbal warning, written warning, suspension, demotion or discharge for just cause. Verbal warnings may not be grieved. Grievances concerning written warnings may be grieved up to step 3 of the established grievance procedure, and are not subject to arbitration.
- 16.1.1 In the case of suspension, demotion or discharge, employees shall be provided notice of the reason(s) for such action and shall be entitled to respond to the reasons for recommended discipline before such action is taken. Employees are entitled to Guild representation during such meetings.
- 16.1.2 Employees shall be provided copies of all disciplinary notices and performance evaluations before such material is placed in the personnel file and shall have the right to attach a rebuttal statement. The employee is required to acknowledge receipt of the materials. Acknowledgement shall not be construed as agreement or concurrence with the discipline or evaluation. Self evaluations shall be strictly voluntary.
- 16.2 **Disciplinary Investigation:**
In disciplinary investigations, employees shall be notified of their rights customarily associated with the provisions of Weingarten. Guild representation will be provided at disciplinary investigation meetings or when issuing disciplinary action at the written warning level or above, unless such presence is freely waived by the employee.

16.3 Personnel Files:

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

ARTICLE 17 - GRIEVANCE PROCEDURE AND ARBITRATION

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

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

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

17.3 Election of Remedies:

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

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

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

- 17.4.1 The employee/Guild Representative and manager will hold a conference not later than fourteen (14) calendar days following such notice to resolve the issue. The manager will provide a written statement of whether the grievance was resolved at Step One within fourteen (14) calendar days after the termination of such meeting.
- 17.5 **Step 2.** If the grievance is not resolved at Step 1, the Guild shall submit the written grievance to the department head within fourteen (14) calendar days, following the manager's response. Either party may request a meeting to explain the grievance at this step. The department head shall respond in writing to this grievance within fourteen (14) calendar days.
- 17.6 **Step 3.** If the grievance is not resolved at Step 2, the Guild may submit the written grievance to the Human Resources Director as the City Manager's designee for Labor Relations within fourteen (14) calendar days of receipt of the department head's response. The City Manager, The Director of Human Resources and Guild representative shall meet not later than fourteen (14) calendar days following date of presentation of the written grievance to attempt to settle the dispute. The Director of Human Resources will provide a written decision on the matter to the Guild not later than fourteen (14) calendar days following the meeting.
- 17.7 **Step 4.** Not later than fourteen (14) calendar days following the conclusion of Step 3, either party may submit the grievance to arbitration by providing written notice to the other party. The parties shall first attempt to agree on a mutually acceptable arbitrator. If the parties cannot agree on an arbitrator within fourteen (14) calendar days, the party initiating the grievance will request from the Federal Mediation and Conciliation Service a list of seven arbitrators from the Oregon-Washington region. Any arbitrators considered must be members of the National Academy of Arbitrators (NAA). The cost of the list will be equally borne by both parties. The arbitrator will be chosen from the list by alternate striking of arbitrator names. When each party has stricken three names, the remaining arbitrator shall be appointed to resolve the grievance. The order of striking names will be determined by the flip of a coin.
- 17.8 **Time Limits.** The time limits set forth in this Article may be extended by mutual written agreement between the City and Guild. If the Guild fails to adhere to any of the time limits for processing grievances, the grievance will be deemed abandoned. If the City fails to respond to a grievance within the specified timelines, the grievance will be advanced to the next step of the grievance process.
- 17.9 **Arbitration.** The decision of the arbitrator shall be final and binding upon the parties.
- 17.9.1 The scope of the arbitration shall be limited to the issues of fact and disputed application to this Agreement raised by the aggrieved employee or Guild representative at Step Two of the grievance procedure.
- 17.9.2 Each party shall bear the costs of presenting its own case, including witness fees, attorney fees, and time lost from work by its witnesses and representative. If either party desires a verbatim transcript of the proceedings, the parties shall split the costs of the court

reporter and of the arbitrator's copy of the transcript. The losing party shall bear the fees and expenses of the arbitrator.

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

17.10 Informal Discussion Permitted:

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

17.11 Confidentiality:

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

17.12 City Initiated Grievance:

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

ARTICLE 18 – LAYOFF

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

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

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

18.2 Seniority for Layoff:

Classification Seniority shall prevail for purposes for layoff. Seniority for selection of employees subject to layoff shall be based first upon all continuous service in the person's

classification at time of layoff and in the event of a tie, Bargaining Unit Seniority and then continuous City Service. See Article 2.6 for seniority provisions for limited duration personnel.

18.3 Selection and Notice:

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

18.4 Reassignment and Bumping:

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

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

18.5 Recall:

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

18.6 Recall Procedure:

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

18.7 Rights Upon Recall:

Employees who are recalled shall be reinstated with all rights formerly attained including accrued paid leave balances not paid out to the employee upon time of layoff (if applicable). The bargaining unit and classification seniority dates shall be adjusted to reflect the time on layoff but the employee shall otherwise retain all service credit held at the time of layoff. Employees recalled to their former classification shall be appointed to the step and range formerly held and credit toward the next salary anniversary date shall be continued, not including the time on layoff.

18.8 Benefits Continuation:

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

ARTICLE 19 - TRAINING AND EDUCATION

19.1 Training:

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

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

19.2 Tuition Reimbursement:

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

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

- The class and educational institution are pre-approved by both the Department Head and City Manager.

- Course is work-related or part of, a well-documented employee development and training plan (must be submitted to City Manager/Dept. Head when requesting tuition reimbursement).
- Funds are available within the budget for the department.
- The employee provides proof of successful completion attached to the reimbursement request.
- Under hardship cases the City Manager may advance tuition fees to employee.
- Tuition shall be reimbursed in full upon completion of the course, provided the employee earns a grade of C or better (or a passing mark from those institutions where traditional rating systems are not used).
- Tuition reimbursement will not exceed \$1200 in a given calendar year.

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

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

19.3 Compensation for Training/Education:

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

19.4 Multi-lingual/Communication Skills:

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

19.5 License and Certifications:

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

ARTICLE 20 - SCOPE AND DURATION

20.1 Entire Agreement:

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

20.2 Savings Clause:

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

20.3 Duration and Renewal:

The parties agree that all provisions of this Agreement shall be in full force and effect upon ratification through December 31, 2024.

For the Employer:**For the Guild:**_____
Kurt Sacha, City Manager_____
Jeff Leak, President, LPSG

Dated: _____

Dated: _____

Witness:**Witness:**_____
Chris Smith, Human Resources Director_____
Anita Hyatt

Dated: _____ Dated: _____

Addendum A

2021 LONGVIEW POLICE SUPPORT GUILD								
2.00% effective 1/1/2021								
Effective January 1, 2021								
	GRADE	PER	STEPS					
			A	B	C	D	E	F
IT Specialist	A11	MO	\$5,178	\$5,451	\$5,738	\$6,025	\$6,326	\$6,642
Civilian Investigator		PP	\$2,589.00	\$2,725.50	\$2,869.00	\$3,012.50	\$3,163.00	\$3,321.00
Fiscal Specialist		YR	\$62,136	\$65,412	\$68,856	\$72,300	\$75,912	\$79,704
		HR	\$29.87	\$31.45	\$33.10	\$34.76	\$36.50	\$38.32
Police Services Technician	A54	MO	\$4,471	\$4,706	\$4,954	\$5,202	\$5,462	\$5,735
		PP	\$2,235.50	\$2,353.00	\$2,477.00	\$2,601.00	\$2,731.00	\$2,867.50
		YR	\$53,652	\$56,472	\$59,448	\$62,424	\$65,544	\$68,820
		HR	\$25.79	\$27.15	\$28.58	\$30.01	\$31.51	\$33.09
Administrative Assistant	A33	MO	\$3,735	\$3,932	\$4,139	\$4,346	\$4,563	\$4,791
Police Services Technician		PP	\$1,867.50	\$1,966.00	\$2,069.50	\$2,173.00	\$2,281.50	\$2,395.50
		YR	\$44,820	\$47,184	\$49,668	\$52,152	\$54,756	\$57,492
		HR	\$21.55	\$22.68	\$23.88	\$25.07	\$26.33	\$27.64
Office Assistant	A34	MO	\$3,507	\$3,692	\$3,886	\$4,080	\$4,284	\$4,498
Police Records Specialist		PP	\$1,753.50	\$1,846.00	\$1,943.00	\$2,040.00	\$2,142.00	\$2,249.00
		YR	\$42,084	\$44,304	\$46,632	\$48,960	\$51,408	\$53,976
		HR	\$20.23	\$21.30	\$22.42	\$23.54	\$24.72	\$25.95
Police Services Assistant	A36	MO	\$3,131	\$3,296	\$3,469	\$3,642	\$3,824	\$4,015
		PP	\$1,565.50	\$1,648.00	\$1,734.50	\$1,821.00	\$1,912.00	\$2,007.50
		YR	\$37,572	\$39,552	\$41,628	\$43,704	\$45,888	\$48,180
		HR	\$18.06	\$19.02	\$20.01	\$21.01	\$22.06	\$23.16
	A39	MO	\$2,286	\$2,406	\$2,533	\$2,660	\$2,793	\$2,933
		PP	\$1,143.00	\$1,203.00	\$1,266.50	\$1,330.00	\$1,396.50	\$1,466.50
		YR	\$27,432	\$28,872	\$30,396	\$31,920	\$33,516	\$35,196
		HR	\$13.19	\$13.88	\$14.61	\$15.35	\$16.11	\$16.92

Addendum B

2019 LPSG MEDICAL/VISION/VEBA

Kaiser High Deductible \$1,500/\$3,000 w/HRA/VEBA: 20% office coinsurance after deductible; \$15/\$30 RX after deductible; Annual Out-of-Pocket Maximum \$2,500/\$5,000 Kaiser Vision: \$150 allowance every 24 months	Employee	Employee + 1 Child	Employee + 2 or more Children	Employee + Spouse	Employee + Spouse + 1 Child	Employee + Spouse + 2 or more Children
Total Monthly Premium Cost: (2019 Premium Increase of 9.00%)	\$538.66	\$776.72	\$987.87	\$1,063.83	\$1,301.90	\$1,513.06
Employee Monthly Contribution: (5% of Premium)	\$26.93	\$38.84	\$49.39	\$53.19	\$65.10	\$75.65
Employee Annual Cost: (5% of Premium)	\$323.16	\$466.08	\$592.68	\$638.28	\$781.20	\$907.80
Employer Monthly Base Contribution (95% of Premium)	\$511.73	\$737.88	\$938.48	\$1,010.64	\$1,236.81	\$1,437.41
Employer Annual Base Cost: (95% of Premium)	\$6,140.76	\$8,854.56	\$11,261.76	\$12,127.68	\$14,841.72	\$17,248.92
Total Annual Premium Cost:	\$6,463.92	\$9,320.64	\$11,854.44	\$12,765.96	\$15,622.92	\$18,156.72
Employer Monthly Contribution to HRA/VEBA	\$125.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
Employer Annual Contrib. to HRA less submitted medical expenses	\$1,500.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Regence High Deductible \$1,500/\$3,000 w/HRA/VEBA: 20% office coinsurance after deductible; 20% RX in network; Annual Out-of-Pocket maximum \$5,000/\$10,000 VSP Vision: \$25 co-pay. Lenses every 12 months. Frames every 24 months	Employee	Employee + 1 Child	Employee + 2 or more Children	Employee + Spouse	Employee + Spouse + 1 Child	Employee + Spouse + 2 or more Children
Total Monthly Premium Cost: (2019 Premium Increase of 3.30%)	\$516.83	\$779.18	\$993.98	\$1,040.03	\$1,302.38	\$1,517.18
Employee Monthly Contribution: (5% of Premium)	\$25.84	\$38.96	\$49.70	\$52.00	\$65.12	\$75.86
Employee Annual Cost: (5% of Premium)	\$310.08	\$467.52	\$596.40	\$624.00	\$781.44	\$910.32
Employer Monthly Base Contribution (95% of Premium)	\$490.99	\$740.22	\$944.28	\$988.03	\$1,237.26	\$1,441.32
Employer Annual Base Cost: (95% of Premium)	\$5,891.88	\$8,882.64	\$11,331.36	\$11,856.36	\$14,847.12	\$17,295.84
Total Annual Premium Cost	\$6,201.96	\$9,350.16	\$11,927.76	\$12,480.36	\$15,628.56	\$18,206.16
Employer Monthly Contribution to HRA/VEBA	\$125.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
Employer Annual Contribution to HRA less submitted medical expenses	\$1,500.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Opt-Out/VEBA = \$825/month with acceptable assurance of coverage by an ACA group health plan						

2019 LPSG DENTAL

DENTAL	Employee	1 Dependent	2 or more Dependents
Delta Dental of Washington Plan F			
Total Monthly Premium: (2019 Premium Increase of 0%)	\$54.79	\$103.63	\$162.21
Employee Monthly Contribution at 20%	\$10.96	\$20.73	\$32.44
Employee Annual Contribution at 20%	\$131.50	\$248.71	\$389.30
Employer Monthly Contribution at 80%	\$43.83	\$82.90	\$129.77
Employer Annual Cost	\$525.98	\$994.85	\$1,557.22
Total Annual Premium Cost	\$657.48	\$1,243.56	\$1,946.52
Willamette Dental			
Total Monthly Premium: (2019 Premium Increase of 8.00%)	\$65.64	\$123.00	\$195.94
Employee Monthly Contribution at 20%	\$13.13	\$24.60	\$39.19
Employee Annual Contribution at 20%	\$157.54	\$295.20	\$470.26
Employer Monthly Contribution at 80%	\$52.51	\$98.40	\$156.75
Employer Annual Cost	\$630.14	\$1,180.80	\$1,881.02
Total Annual Premium Cost	\$787.68	\$1,476.00	\$2,351.28
Kaiser Dental			
Total Monthly Premium: (2019 Premium Increase of 0%)	\$57.18	\$114.36	\$171.54
Employee Monthly Contribution at 20%	\$11.44	\$22.87	\$34.31
Employee Annual Contribution at 20%	\$137.23	\$274.46	\$411.70
Employer Monthly Contribution at 80%	\$45.74	\$91.49	\$137.23
Employer Annual Cost	\$548.93	\$1,097.86	\$1,646.78
Total Annual Premium Cost	\$686.16	\$1,372.32	\$2,058.48

Under the Affordable Care Act, Health Insurers and employers must provide a medical summary of benefits and coverage (SBC) to enrollees upon the group's renewal. The Kaiser and Regence SBCs are available on the City's Nutshell website under Departments/Human Resources/Benefit Documents/2019 Benefits Information and Enrollment Forms. SBC documents are available in paper form upon request to the Human Resources Department.

Addendum C

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

The City of Longview Police Department and LPSG, do hereby agree that the following policy has been mutually agreed to for the purpose of clarifying the hours of work and vacation scheduling procedures for the Front Counter Office Assistants and Police Records Specialists work groups of the Longview Police Department.

Hours of Operation

The Front Counter will be open to the public for walk-in customers from 8:00 a.m. to 4:00 p.m. Monday through Friday

Longview Police Department will be responsible for performing Police Records tasks from 8:00 a.m. to 5:00 p.m. Monday through Friday.

The Administrative Assistant will not be used routinely for front desk coverage.

Front Counter Work Group Vacation Scheduling:

With staffing at three and a half 3.5 employees (3 Office Assistants + .5 FTE Office Assistant [Parking]), no more than one (1) person in the front counter work group can be on vacation at a time due to front counter coverage needs. Initial vacation requests will be submitted to the supervisor by January 31 each year and posted during the first five (5) working days in February.

Police Records Specialists Work Group Vacation Scheduling:

With staffing at five (5) employees, no more than one (1) person in the Police Records Specialists work group can be on vacation at a time due to records workload needs. Initial vacation requests will be submitted to the supervisor by January 31 each year and posted during the first five (5) working days of February.

Submitting Vacation Requests (Requests will be separate for each work group):

January vacation requests will be granted in the following priority.

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

*Full weeks will be granted by seniority. For example, a request for one or more consecutive full weeks by a senior employee will be granted over a less senior employee's request for

one or more consecutive full weeks even if the less senior employee's request is for a longer length of time.

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

Vacation requests submitted after January 31 will be approved on a first come first serve basis *regardless of number of days requested. Seniority will take precedent only if two (2) or more employees submit a request on the same date for the same day off.* Management requests that all time off requests after January 31 be submitted five (5) working days prior, however it is understood that this is not always possible.

In order to facilitate communication about vacation, the Records Supervisor will enter time off into a shared Outlook calendar for staff. In an effort to avoid schedule conflicts, employees should review the time off calendar prior to submitting their request for leave. Once approved, employees' time off will be entered into the Outlook shared calendar and employees will submit time off requests using the department's scheduling software (crewsense). When at all possible the Front Counter staff prefers to work out schedule conflicts in advance.

Part-time employees will be given the first opportunity to work *any additional hours* to fill in for the Office Assistant or Police Records Specialist on vacation.

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

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



City of Longview

Agenda Summary

PROFESSIONAL SERVICES AGREEMENT-HEARINGS EXAMINER

RECOMMENDED ACTION:

AUTHORIZE THE CITY MANAGER TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT FOR HEARINGS EXAMINER WITH MR. BRENT BOGER

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Council Initiative: Preserve and enhance neighborhoods
Address quality of place issues

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

The City of Longview recently received notice from Dave Nelson that he had accepted a new position and was closing his office, and therefore, is no longer available to serve as the City's hearing examiner. As such, in their search for a replacement, city staff reached out and discovered that Brent Boger, an experienced land use attorney was interested and available to serve as the City's next hearings examiner. Mr. Boger served as Senior Assistant City Attorney for the City of Vancouver from 1999 – 2021, having specialized in land use and environmental law. With more than 36 years of legal experience, staff is recommending the City enter into a professional service agreement for hearings examiner with Brent Boger on an as needed basis. The contractual rate for Mr. Boger shall remain at \$200.00 per hour, as it was with Mr. Nelson

RECOMMENDED ACTION:

Motion to authorize City Manager to execute the professional services agreement for Hearings Examiner with Mr. Brent Boger.

STAFF CONTACT:

Ann Rivers, Community & Economic Development Director

Attachments:

1. Professional Services Agreement - Hearings Examiner (2021 0113)

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into the date last below written between the CITY OF LONGVIEW, WASHINGTON ("CITY") AND BRENT D. BOGER ("CONTRACTOR").

1. SERVICES BY CONTRACTOR

- A. **Performance of Services.** The Contractor shall perform the services described in the scope of work attached hereto as Attachment A. All Services will be rendered to the best of the Contractor's ability and in a timely and professional manner in compliance with all standards and rules reasonably established by the City.
- B. **Modification.** The City periodically may make changes to the services that are within the general scope of the Agreement by giving the Contractor written notice of such changes. If any change results in an increase or a reduction in the work that was contemplated to be performed by the Contractor as described in Attachment A, the Contractor's compensation hereunder shall be modified accordingly.

2. PAYMENT

- A. The City shall pay the Contractor for such services: (Check One)
☒ Hourly: \$200 per hour, plus any additional expenses as approved in writing by the City Manager or his designee.
☐ Fixed Sum: A total amount of: _____.
☐ Other: _____,
- B. The Contractor shall maintain time and expense records and provide them not more frequently than monthly to the City, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.
- C. All invoices shall be paid by mailing a City warrant within 30 days of receipt of a proper invoice after approval of the Contractor's completed tasks/deliverables to the date of the invoice or monthly report, as appropriate.
- D. The Contractor shall keep cost records and accounts pertaining to the Agreement available for inspection by the City's representatives for three (3) years after final payment. Copies shall be made available on request.
- E. If the services rendered do not meet the requirements of the Agreement, the Contractor will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

- F. Contractor shall present no charges for time or expenses for travel to Longview City Hall or any other location where a hearing may be held.

3. DISCRIMINATION AND COMPLIANCE WITH LAWS

- A. The Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.
- B. The Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement, including where applicable the Longview Municipal Code.
- C. Violation of this Section 3 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.

4. TERM AND TERMINATION OF AGREEMENT

- A. **Term.** This Agreement shall remain in effect until either party terminates the Agreement as provided herein.
- B. **Rights upon Termination.** This Agreement may be terminated by either party without cause upon thirty days' written notice, in which event all finished or unfinished documents, reports, or other material or work of Contractor pursuant to this Agreement shall be submitted to the City, and the Contractor shall be entitled to just and equitable compensation at the rate set forth in Paragraph 2 for any satisfactory work completed prior to the date of termination.
- C. **Noninterference with business.** During the course of the Contractor's performance of the services for the City and for a period of twelve (12) months after the completion of such services, the Contractor will not interfere with the City's business in any manner, including without limitation, encouraging anyone to leave the City's employ or encouraging any employee or independent contractor to sever that person's relationship with the City.

5. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda, and other documents developed under this Agreement, excepting Contractor's personal notes, whether finished or not, shall become the property of the City, shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if it uses products prepared by the Contractor for purposes

other than those intended in this Agreement, it does so at its sole risk and it agrees to hold the Contractor harmless therefore.

6. GENERAL ADMINISTRATION AND MANAGEMENT

The City Manager of the City, or his/her designee, shall be the City's representative and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices under this Agreement.

7. INDEMNIFICATION AND HOLD HARMLESS

- A. The Contractor shall protect, defend, indemnify, and save harmless the City, its officers, employees, and agents from any and all cost, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omission of the Contractor. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agent. For this purpose the Contractor, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the City incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.
- B. The City shall protect, defend, indemnify and save harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omission of the City. The City agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the City, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provision of this article, all such fees, expenses, and costs shall be recoverable from the City.
- C. The Contractor will indemnify, defend, and hold the City (and its elected officials, officers, employees, successors, assigns, insurers, licensees, distributors, independent contractors, and agents) harmless from all claims, damages, losses, and expenses (including reasonable attorneys' fees incurred on such claims and in proving the right to indemnification) arising out of or resulting from any claim, action, or other proceeding that is based upon (a) the Contractor's breach of any obligations, representations, or warranties under the Agreement, (b) the Contractor's outside business activities, or (c) the infringement or misappropriation by the Contractor of any foreign or United States patent, copyright, trade secret, or other proprietary right in results.

8. INSURANCE; RISK OF LOSS

The Contractor shall maintain insurance that is sufficient to protect the Contractor's business against all applicable risks. The Contractor will provide the City with certificates of insurance and other supporting materials as City reasonably may request to evidence Contractor's continuing compliance with this Section 8.

9. INDEPENDENT CONTRACTOR

- A. **Nature of Relationship.** The Contractor shall be and act as an independent Contractor (and not as the employee, agent, or representative of the City) in the performance of the services for the City. This Agreement shall not be interpreted or construed as creating or evidencing an association, joint venture, partnership, or franchise relationship among the parties or as imposing any partnership, franchise, obligation, or liability on any party. The Contractor will not represent himself/herself as an employee of the City. The Contractor shall not be entitled to, and shall not attempt to, create or assume any obligation, express or implied, on behalf of the City. So long as the Contractor is able to adequately perform all of the Contractor's obligations under the Agreement in a skilled and workmanlike manner. Since the Contractor will not be an employee of the City, the Contractor will not be entitled to any of the benefits that the City may make available to its employees, such as but not limited to vacation leave, sick leave, or insurance programs, including group health insurance or retirement benefits; nor shall the Contractor permit or cause any of the Contractor's employees, agents, or subcontractors to perform any services under the Agreement in such a way as to cause or enable them to become, or claim to have become, employees, common law or otherwise, of the City. In addition, the Contractor acknowledges that as an independent contractor, he/she/it and or his/her/its agents, servants, or employees are not eligible to recover worker's compensation benefits from or through the City in the event of injury.
- B. **Contractor Responsible for Business License, Taxes and Records.** The Contractor will be solely responsible for and will file, on a timely basis, all tax returns and payment required to be filed with or made to any federal, state, or local tax authority with respect to the Contractor's performance of the services and receipt of fees under the Agreement. The Contractor will be solely responsible for and must maintain adequate records of expenses incurred in the course of performing the services under the Agreement. No part of the Contractor's payment will be subject to withholding by the City for the payment of any social security, federal, state or any other employee payroll taxes; nor shall the City be obligated to make any such withholdings and/or payments on behalf of any employee, subcontractor, supplier, or other person working for or engaged by the Contractor to perform the Contractor's obligations under the Agreement. The City will regularly report amounts

paid to the Contractor by filing Form 1099-MISC with the Internal Revenue Service as required by law.

10. SUBLETTING OR ASSIGNING AGREEMENT

Neither the City nor the Contractor shall assign, transfer, or encumber any rights, obligations, duties, or interests accruing or arising from this Agreement without the express prior written consent of the other. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.

11. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of the Contractor's activities except as set for in this Agreement.

12. GENERAL PROVISIONS

- A. **Governing Law.** The Agreement will be governed by the laws of the State of Washington and its choice of law rules. The Contractor irrevocably consents to the exclusive personal jurisdiction and venue of the federal and state courts located in Cowlitz County, Washington or the applicable federal court for such County, with respect to any dispute arising out of or in connection with the Agreement, and agrees not to commence or prosecute any action or proceeding arising out of or in connection with the Agreement other than in the aforementioned courts.
- B. **Severability.** If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The City and the Contractor agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.
- C. **Nonwaiver.** Any failure by the City or Contractor to enforce strict performance of any provision of the Agreement will not constitute a waiver of the City or Contractor's right to subsequently enforce such provision or any other provision of the Agreement.
- D. **City Marks.** The Contractor will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or log confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
- E. **Notices.** All notices and other communications required under the Agreement must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its address as follows:

CITY: Kurt Sacha, City Manager
City of Longview
1525 Broadway

Longview, WA 98632

CONTRACTOR: Brent Boger
1551 NE 87th STREET
VANCOUVER, WASHINGTON 9868

- F. **Legal Fees.** In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses. The venue for any dispute related to this Agreement shall be Cowlitz County, Washington.
- G. **Counterparts.** The Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.
- H. **Captions.** The captions in this Agreement are for convenience only and do not in any way limit or amplify particular provisions.

13. EXTENT OF AGREEMENT/MODIFICATION

This Agreement together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

INWITNESS WHEREOF, the parties have executed this Agreement as of January _____, 2022.

CONTRACTOR

CITY OF LONGVIEW

By: _____ By: _____
BRENT D. BOGER KURT SACHA
Attorney-at-Law City Manager

Tax ID# _____

Approved as to form:

By: _____
City Attorney

ATTACHMENT A SERVICES & COMPENSATION

1. The Services

1.1 General Description

Provide services as Hearing Examiner; and as set forth in the Longview Municipal Code as now provided or hereafter amended and in accordance with applicable state and federal law.

1.2 Schedule

Contractor will begin providing services on January 1, 2022, or after formal approval of this Agreement by the Longview City Council, whichever is later and will continue such services until either party terminates the Agreement as provided for herein.

1.3 Deliverable Items

See paragraph 1.A above.

1.4 Designated Personnel

Contractor's main point of contact at the City will be Kurt Sacha, City Manager, or such other personnel as City may designate from time to time.

2. Compensation

2.1 Amount and Basis

Contractor will submit an invoice to the City for services performed and reimbursable expenses. The invoice will be in a form and content reasonably acceptable to City and will describe (a) the services performed; (b) the number of hours expended performing the services; and (c) any reimbursable expenses. Contractor will furnish such receipts, documents, and other supporting materials as City reasonably may request to verify the content of any invoice.

ATTACHMENT "B"
INSURANCE REQUIREMENTS

For
PROFESSIONAL SERVICES CONTRACTS

Minimum Insurance:

Consultant's Error's & Omission or Professional Liability with limits not less than \$1,000,000 per claim and as an annual aggregate.



City of Longview

Agenda Summary

IAFF 3375 COLLECTIVE BARGAINING AGREEMENT JANUARY 1, 2020-DECEMBER 31, 2022

RECOMMENDED ACTION:

MOTION TO APPROVE THE IAFF LOCAL 3375 COLLECTIVE BARGAINING AGREEMENT FOR 2020-2022

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Continue effective financial management

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

On January 5, 2022 the International Association of Fire Fighters Local 3375, comprised of battalion chiefs and the Fire Marshal, and the City reached Tentative Agreement on a 2020-2022 Collective Bargaining Agreement. Multiple articles in the contract were opened for review and some language changes to clarify/improve the contract were made.

Local 3375 notified the City of its 5 member ratification on January 6, 2022. The contract provides for a wage increase as follows:

Effective January 1, 2020: A general wage increase of 4.14%

Effective January 1, 2021: A general wage increase of 2.50%

Effective January 1, 2022: A general wage increase of 4.00%

Additionally, all local 3375 members will remain on either the AWC/Regence or Kaiser Permanente High Deductible Healthcare Plans with a 10% employee contribution of the co-insurance. Members who opt-out of City paid medical insurance will receive \$750 per month to a personal VEBA account. Dental plans remain at 100% employer paid.

RECOMMENDED ACTION:

Approval of the IAFF Local 3375 Collective Bargaining Agreement for 2020-2022.

STAFF CONTACT:

Chris Smith, Human Resources Director

Attachments:

1. 3375 Collective Bargaining Agreement CBA 2020-2022

Collective Bargaining Agreement

Between

City of Longview



and



**IAFF Local 3375
Longview Chief Officers**

Effective
January 1, 2020 through December 31, 2022

Preamble

Section 1. Pursuant to RCW 41.56, this Agreement is between the City of Longview (hereinafter called "Employer") and Longview Chief Officers, International Association of Fire Fighters Local 3375 (hereinafter called the "Union") for the purpose of setting forth the mutual understanding of the parties regarding wages, hours and conditions of employment. The Employer recognizes the Union as the exclusive bargaining agent for the following full-time command staff positions in the Fire Department: Battalion Chief and Fire Marshal. Upon establishment of any new classification, and when the Union and the Employer cannot mutually agree if that position should be included within the bargaining unit, then either party may request a unit clarification from the Public Employment Relations Commission.

It is the purpose of this agreement to achieve, maintain, and support harmonious labor relations between the parties. It is also intended to provide a means to handle labor relations functions, disputes, agreements, and routine business in a professional manner. With this in mind, both parties commit to working together on labor relations issues in an environment of mutual respect, communication, and candor.

Article 1: Management Rights

Section 1. The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which the City has not officially abridged, delegated or modified by this Agreement are retained by the City. Nothing in this Article shall have the effect of nullifying other sections of this Agreement. Changes affecting wages, hours and working conditions, except as specifically addressed or outlined in this agreement, shall be made in accordance to RCW 41.56.

Section 2. The direction of its working force and operations are vested exclusively in the Employer. This shall include the right to operate and manage all scheduling/staffing, facilities and equipment; to determine the methods, means, number of personnel needed to carry out the department's mission; to plan, direct, control and determine the operations or services to be conducted by the department; to determine the utilization of technology; to contract for goods and services not presently performed by members of the bargaining unit (except temporarily to meet unforeseen emergencies); to hire promote, transfer, assign, retain and layoff employees; promulgate rules and regulation; suspend, demote or discharge employees; to maintain the efficiency of the operation entrusted to the City Employer; and to determine the manner in which such operations are to be conducted. The administration of the above conditions shall be consistent with the Civil Service Rules and Policies and Regulations of the City.

Article 2: Union Security

Section 1. The parties agree that it is not a condition of employment to be a member of the Union, based on the Supreme Court of the United States ruling in Janus v. AFSCME of 2018. However, in order to preserve solidarity, employee benefits, and job security, the Union encourages all eligible employees to become and remain a member in good standing of the union. The City, while having to remain neutral in regard to membership, recognizes the Union as the sole bargaining unit representative relative to wages, hours, and working conditions for all firefighters and officers as enumerated in RCW 41.56.

Section 2. Union Membership: Employees desiring to become a member of the Union shall advise the City with an “Opt-In” letter provided by the Union. The “Opt-In” letter shall authorize the deduction of union dues/fees from the wages of the member to be forwarded to the Union.

Section 3. Opt Out: Those employees desiring not to be a member of the Union shall advise the City with an “Opt-Out” letter provided by the Union.

Article 3: Union Business

Section 1. Upon forty-eight (48)-hour written request, the Chief or his/her authorized representative may grant a Union Official authorized leave up to three (3) calendar days to attend official Union function(s) so long as a staffing shortage would not cause unsafe staffing levels as determined by the employer. Union representatives shall be defined as personnel elected or appointed by the Union. Said leave will be without loss of pay or charge against said person's annual leave or compensatory time. The City, at its option, may waive the written notification. The Chief or his/her authorized representative retains the right to rescind such release time for emergency response.

Section 2. The City shall provide space for a bulletin board and a filing cabinet for Union business. Notices posted on the bulletin board shall be limited to official Union notices and shall not contain any defamatory or obscene material.

Section 3. The City will allow the reasonable use of City Equipment and Facilities for Union business under the following conditions. Such use shall not cost the City additional monies i.e. long-distance phone calls, and City supplies shall not be used in conjunction with Union business. If City office equipment or building space is not available for Union use for whatever reason, the City is in no way obligated to provide alternate equipment or facilities for Union business.

Section 4. The Employer shall afford Union representatives a reasonable amount of time while on non-emergency duty to consult with appropriate management officials and/or aggrieved employees, provided that the Union representatives and/or aggrieved employees contact the Chief or the Chief's designee to indicate the general nature of the business to be conducted, and request necessary time without undue interference with assigned duties. Union representatives and employees shall guard against excessive time in handling such responsibilities.

Section 5. Up to two (2) members of the Union's negotiating team shall be allowed time off with full pay for all meetings between the Union and the City for the purpose of negotiating the terms of the contract, when such meetings take place at a time during which such members are on duty.

Article 4: Prohibition of Strikes and Lockouts

Section 1. The Union agrees that there shall be no strikes, slowdowns, stoppages of work, or other organized disruptions of fire department operations. The Employer agrees there shall be no lockout of the employees.

Section 2. Upon notification confirmed in writing by the City, through the City Manager, to the Union that certain of its members are engaged in a wildcat strike, the Union shall immediately provide the City with a copy of such an Order, and a responsible official of the Union shall publicly order them to return to work. Such characterization of the strike by the City shall not establish the nature of the strike. Such notification by the Union shall not constitute an admission by it that a wildcat strike is in progress or has taken place or that any particular member is or has engaged in a wildcat strike. The notification shall be made solely on the representations of the City. In the event a wildcat strike occurs, the Union agrees to take all reasonable effective and affirmative action to secure the member's return to work as promptly as possible. Failure of the Union to issue such order and/or take such action shall be considered in determining whether or not the Union caused or authorized, directly or indirectly, the strike. Section 3. Should any job action occur within the geographic jurisdiction of the Employer, employees may be required to cross a picket line to perform emergency or non-emergency activities. The employer agrees to meet at the Union's request to establish temporary procedures for emergency and non-emergency activities.

Article 5: Non-Discrimination

Section 1. The Employer and the Union agree that they will not discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, sex, sexual orientation, gender identity, creed, age, national origin, religious belief, marital status, mental or physical disability, or service in the Uniformed Services of the United States, or union activity, affiliation, or status.

Article 6: Layoff Provisions

Section 1. Employees shall be laid-off in the reverse order of department seniority starting with the lowest ranking member of the fire department as defined in the Civil Service Rules and Regulations.

In the event that personnel reduction results in a need for a redistribution of employees from superior ranks to lesser ranks, such reductions shall be accomplished by reducing in rank those employees with the least tenure in the effected rank.

Employees on layoff shall be recalled according to seniority, available positions shall be filled from the reinstatement register on a last laid-off / first-hired basis.

No new employees shall be hired until all laid-off employees have been given an opportunity to return to work. Recalled employee(s) shall be reinstated to the position held prior to the promotion of others. Employees shall be reinstated with seniority acquired prior to lay-off.

Any person hired from a reinstatement register who has experienced layoff for ninety (90) days or more shall be required to meet LEOFF II medical standards as required under the RCWs.

The City shall send notice of recall to the employee at their last known address by certified mail with a return receipt requested. If any employee fails to respond to the notice within fourteen (14) calendar days from the date of mailing of the notice of recall, that employee shall be considered to have terminated their employment with the City, shall cease to have seniority, and the employee's name shall be removed from the recall list.

Recall rights for any employee shall expire thirty (30) months from the date of layoff. Written notice of expiration or loss of recall rights shall be sent to the employee at their last known address by certified mail with return receipt requested.

Article 7: Definition of Seniority

Section 1. Seniority and continuous service shall be defined as follows:

Continuous Service: The continuous length of time an employee is employed with the City of Longview less any periods of time the employee is in a non-paid leave status for thirty (30) or more calendar days.

Seniority in Department: The length of continuous service in the employ of the Longview Fire Department.

Seniority in Rank: The length of continuous service in a represented command staff position of the Longview Fire Department.

Seniority dates shall be established from the date that the employee was hired in the department or promoted to the rank or classification. In the event of a tie in seniority, the tie shall be broken on the basis of entrance or promotional examination score as applicable.

Article 8: Disciplinary Procedures

Section 1. Each hired or promoted employee shall serve a probationary period of up to twelve (12) months. During the probationary period, a newly hired employee may be disciplined at any time with or without just cause. No employee may be disciplined except for just cause except for newly hired employees during their probationary period and for demotions of promotional employees during their probationary period.

Further, in the opinion of the Fire Chief an employee is unable to successfully learn and perform the job for which he/she was promoted to during their probationary trial period, the employee shall be permitted to bump back to their formerly held position subject to the terms and conditions of the collective bargaining agreement (if applicable). Such “bump back” or promotional disqualification shall not be subject to appeal except as permitted via the Civil Service Rules.

Section 2. Disciplinary action may include: (a) counseling; (b) training; (c) verbal warning (d) written warning; (e) suspension; (f) demotion; and (g) Termination of employment.

Disciplinary actions taken shall be progressive in nature, with the understanding that the disciplinary action taken will correspond to the seriousness of the violation e.g. serious violations will generally result in the most serious levels of discipline. Prior to imposing disciplinary action, an investigation may be conducted, and the employee subject to the disciplinary action may be placed on administrative leave, i.e., temporary leave with pay, pending completion of the investigation.

Verbal warnings may not be grieved. Grievances concerning written warnings may not be grieved beyond step 2 of the grievance procedure.

Section 3. In the case of suspension, demotion or discharge, the employee shall be provided a copy of the alleged violation and all relevant documents the employer has in their possession. The employer shall hold a pre-disciplinary meeting with the employee within a reasonable time of the notice of the alleged violation. At this meeting the employee shall be given the opportunity to respond to the alleged violation.

Section 4. Upon request by the employee, she/he may have a Union representative present at the meetings held by the employer to discuss potential disciplinary action. Disciplinary action shall be taken in a timely manner after completion of the investigation and/or meeting with the affected individual(s).

Section 5. Disciplinary materials at the level of a written warning or higher or performance evaluations, including employee responses, shall be maintained in the official personnel file of the employee. Access to personnel files shall be limited to the employee, his/her authorized representative, officials of the City who have a legitimate business need for the access or as required by State or Federal laws. The employee shall be given a copy of any documents before placement of such material into their personnel file and will be required to acknowledge receipt in writing. The employee’s signature shall not be construed as agreement or concurrence with the discipline or evaluation.

Section 6. If the employee elects to have disciplinary action reviewed by the Civil Service Commission then a request for an investigatory hearing must be filed with the Commission within twenty (20) calendar days from the date of the disciplinary action. The employee must elect to have disciplinary action reviewed either through the grievance procedure or by the Civil Service Commission. An employee is not entitled to review of disciplinary action under both procedures. If the employee elects to pursue matters before the Civil Service Commission then the Civil Service Commission procedures will be applicable and not those of the collective bargaining agreement.

Article 9: Grievance Procedure

Section 1. The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure; and there shall be no suspension of work or interference with the operations of the Employer.

Grievances are defined to include only matters involving the interpretation, application, or enforcement of this agreement.

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

Section 2. Election of Remedies. When the Union submits a dispute to the grievance procedure for resolution or to the Civil Service Commission for review, such submission shall constitute an election of forums and shall prohibit and bar the employee or Union from proceeding with that matter in the other forum. In no event shall the employee or Union submit the same dispute to both the Civil Service Commission and the grievance procedure.

Section 3. Procedures.

Step 1. If unable to resolve the grievance informally with the Fire Chief the union shall present the grievance in writing to his/her immediate supervisor. The apparent existence of a grievance should be presented as soon as possible, but not later than fourteen (14) calendar days following the date of the occurrence or circumstances giving rise to the grievance. The written notice shall include: The specific facts giving rise to the grievance, including the date the grievance arose; The section of the Agreement claimed to be violated; The remedy sought; The date and signature of the grievant, and/or Union representative; The Union Representative and the Fire Chief will hold a conference not later than fourteen (14) calendar days following such notice to resolve the issue. The Fire Chief shall render a written decision within ten (10) calendar days. The parties can bypass this step by mutual agreement and the grievance will move directly to Step 2.

Step 2. If the grievance is not resolved at Step 1, the Union may submit the written grievance to the Human Resources Director as the City Manager's designee for Labor Relations within ten (10) calendar days of receipt of the Fire Chief response. The City Manager, HR Director or City Manager's designate and Union representative shall meet not later than ten (10) calendar days following date of presentation of the written grievance to attempt to settle the dispute. The City will provide a written decision on the matter to the Union not later than ten (10) calendar days following the meeting.

Step 3. Not later than ten (10) calendar days following the conclusion of Step 2 the parties via mutual agreement may refer the issue to mediation before proceeding to arbitration, or either party may submit the grievance to arbitration bypassing mediation by providing written notice to the other party. The parties shall first attempt to agree on a mutually acceptable arbitrator. If the parties cannot

agree on an arbitrator within ten (10) calendar days, the party initiating the grievance will request from the American Arbitration Association (AAA), a list of seven arbitrators from the Oregon-Washington region. If the Union and City agree, the arbitrator may be selected from a list submitted by the Federal Mediation and Conciliation Service or other outside referral service in lieu of American Arbitration Association. The cost of the list, if applicable, will be equally borne by both parties. The arbitrator will be chosen from the list either by mutual agreement or by alternate striking of arbitrator names. When each party has stricken three names, the remaining arbitrator shall be appointed to resolve the grievance. The party striking the first name shall be determined by the flip of a coin. The Union shall call the coin toss in the air with the management representative conducting the actual toss of the coin.

Section 4. Time Limits. The time limits set forth in this Article may be extended by mutual written agreement between the City and Union. If the Union fails to adhere to any of the time limits for processing grievances, the grievance will be deemed abandoned. If the City fails to respond to a grievance within the specified timelines, the grievance will be advanced to the next step of the grievance process.

Section 5. Arbitration. The arbitrator shall render a decision within thirty (30) days of hearing, which decision shall be final and binding on both parties. The scope of the arbitration shall be limited to the issues of fact and disputed application to this Agreement raised by the aggrieved employee or Union representative at Step Two of the grievance procedure.

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

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

Section 6. Informal Discussion Permitted. Nothing in this Article is intended to preclude or prohibit informal discussion of a potential grievance between an employee, union representative, and the appropriate member of City Management, provided that the time limits set forth above are followed.

Section 7. Confidentiality. All proceedings, meetings, and discussion related to grievances shall be limited in attendance to the parties and their designated representatives. All documents and information relative to the grievance and resolution thereof shall be considered as exempt from public disclosure to the extent allowed by law, until the conclusion of the final proceeding.

Article 10: Salaries

Section 1. The wage rates during the term of this Agreement shall be as follows:

Effective January 1, 2020 all salaries shall be retroactively increased by 4.14%.

Effective January 1, 2021 all salaries shall be retroactively increased by 2.50%.

Effective January 1, 2022 all salaries shall be increased by 4.00%.

The parties acknowledge that future cost of living wage adjustments shall be based on the Seattle area Consumer Price Index (CPI-W) with any minimum/maximum limits to be later negotiated.

Section 2. Education Incentive. In recognition of a Bachelor's Degree (BA or BS) being required as a minimum qualification for employment, in lieu of the education incentive, the Employer and Union agree to increase base salaries for all positions, effective January 1, 2017, by an additional 3.5% above the December 31, 2016 salaries.

Article 11: Basic Rate of Pay

Section 1. The calculation of regular overtime shall be in accordance with established practices and in compliance with the provisions of the Fair Labor Standards Act.

Section 2. For those assigned to a regular 40-hour work-week schedule, two thousand eighty (2,080) scheduled hours per year, will be used in calculating the basic annual salary.

Section 3. For those assigned to shift work, two thousand five hundred and ninety-two (2592) scheduled hours per year will be used in calculating the basic annual salary.

Article 12: Hours of Work

Section 1. The regularly scheduled hours of duty for regular full-time shift employees shall be within the framework of the three-platoon system. The work period for regular full-time shift employees shall begin January 16, 2022 at 0700 and shall end 24 calendar days later at 0700. Employees will be scheduled to work seven (7) 24- hour shifts during the 24 day work period. The remaining 24-hour shift in each 24 day work period shall be a Kelly day at which time an employee will be scheduled off. The regularly scheduled hours of work shall be 168 hours each 24-day work period. Regular assigned hours shall result in 2556 annual hours worked.

Section 2. Kelly shifts will be scheduled as part of Local 3375's vacation selection process.

Section 3. In order to minimize the impact of Kelly Day overtime the Administrative BC will cover any shift BC shortages during his normal work day as assigned by the Fire Chief. In addition, the Administrative BC may flex his/her "day" position to a "24-hour" schedule to provide similar coverage upon mutual agreement between the employee and the Fire Chief. However, in order to minimize the impact on the Administrative BC for coverage issues created by unanticipated absences and the resulting overtime required, the parties agree to the following. The Admin BC when assigned to shift commander coverage outside of the hours of their normal weekday schedule shall be compensated at the 1.5 (one and a half times) overtime rate of pay. The city recognizes that overtime coverage would be incurred for the type of coverage listed above and that it is reasonable that the Admin BC be given consideration for this compensation. However, this provision only applies to periods when it is neither feasible nor reasonable to flex the Admin BC's schedule.

3.1 Admin BC Work Schedule: The Administrative Battalion Chief will be assigned to the 24 day FLSA work period; however, he/she primarily works either 5 days per week shift, Monday-Friday from 0700-1600 hours OR a 4 days per week, Monday-Thursday from 0700-1700 hours. The regular hours worked shall be adjusted (increased or reduced) to a minimum of 140 hours and a maximum of 160 hours each FLSA work period as prescribed in the following table:

During a 24 Day Cycle	Hours of Work Required
When the 4 day assignment results in <u>140</u> hours scheduled while a 5 day assignment would result in <u>153</u> hours scheduled:	150
When the 4 day assignment results in <u>140</u> hours scheduled while a 5 day assignment would result in <u>160</u> hours scheduled:	160
When the 4 day assignment results in <u>130</u> hours scheduled while a 5 day assignment would result in <u>145</u> hours scheduled:	140
When the 4 day assignment results in <u>150</u> hours scheduled while a 5 day assignment would result in <u>160</u> hours scheduled:	160
When the 4 day assignment results in <u>120</u> hours scheduled while a 5 day assignment would result in <u>145</u> hours scheduled:	140
When the 4 day assignment results in <u>130</u> hours scheduled while a 5 day assignment would result in <u>153</u> hours scheduled:	150

3.2 Scheduling Holidays for Admin BC: To ensure fairness to the Administrative Battalion Chief in the ability to take holiday time, he/she will not be required to work holidays unless an emergency arises which requires coverage. He/she may take the holiday off and use any form of acceptable leave. By mutual agreement of the parties the Administrative Battalion Chief may work the holiday and schedule another day off as long as working the holiday will not incur any overtime within the 24 day FLSA work period.

Section 4. The parties agree that Article 14 outlines the process for making Battalion Chiefs' assignment to open and unfilled shifts.

Section 5. The regularly scheduled hours of duty for a day employee shall be assigned, at the discretion of the Fire Chief, to work a standard forty (40) hours per week schedule of five (5), eight (8) hour days, or any other legally permitted alternative work schedule, e.g., a "4/10" or "9/80" schedule. Overtime compensation shall be calculated utilizing a 7-day FLSA work cycle. The work week will consist of seven (7) consecutive twenty four (24) hour days beginning at 12:01 am on Sunday and ending at 12:00 am on the following Sunday.

Section 6. Except for extenuating circumstances, the lunch hour will be from noon to 1300 each day.

Section 7. Except as otherwise note in this agreement, paid leaves of absence, i.e. vacation, holiday, sick leave, will be treated as time worked for the purposes of calculating overtime.

Section 8. Adjustments between shift and day assignments: Leave balances for shift employees that are transferred from shift to day assignments, thereby having their work schedule changed from a shift schedule to a day schedule, shall be converted by utilizing a (0.814) factor. Leave balances for employees that return to a suppression position, thereby having their work schedule changed from a day schedule to a shift schedule, shall be converted by utilizing a (1.229) factor.

Section 9. Meetings: Meetings, training events, or similar commitments may be scheduled, required, and/or offered by the employer. These events shall require overtime compensation for off duty members.

Article 13: Overtime and Call Back

Section 1. Fair Labor Standards Act Overtime. For the purpose of calculating Fair Labor Standards Act overtime for regular hours worked a work period of seven (7) days will be utilized for 40 hour per week employees.

Employees assigned to supervise employees scheduled to work within the framework of a three platoon system will have a 24-day FLSA work period. The 24-day work period shall contain seven (7) 24-hour shifts. The regularly scheduled hours of work shall be no more than 168 hours within that work period. Paid leaves of absence, i.e. vacation, holiday, sick leave, will be treated as time worked for the purposes of calculating overtime.

Section 2. Shift Supervisors, Regular Overtime. For those assigned to supervise shift employees, regular overtime shall be paid at time-and-one-half the regular rate for the actual hours worked to the quarter hour. However, if the work exceeds the quarter hour, it is paid to the next highest quarter hour. Overtime computation shall be based on a two thousand five hundred and fifty six (2556) scheduled hour work year.

Section 3. 40-hour, work schedules, Regular Overtime. For 40-hour, day employees, regular overtime shall be paid at time-and-one-half the regular rate for the actual hours worked to the quarter hour. However, if the work exceeds the quarter hour, regular overtime is paid to the next highest quarter hour. Overtime computation shall be based on a two thousand eighty (2080) hour work year.

Section 4. Emergency extension of the regular work shift: When an employee is required to work over his/her normal work day or shift for an emergency, emergency overtime pay shall be paid at double the regular rate for the time worked. Emergency overtime shall be paid for the actual hours worked to the quarter hour.

Section 5. Emergency call back: When an employee is called back to work for an emergency, where such time is not contiguous to the regular work shift or occurs on a scheduled day off, emergency call back overtime pay shall be paid at double the regular rate for the time worked (as defined in this article). Employees shall receive a minimum of two hours pay or pay for actual time worked, which ever amount is greater.

Section 6. Off-shift non-callback overtime: Non-callback overtime refers to incidents where off-duty employees happen upon emergency incidents within the City of Longview or within normal auto-mutual aid areas, either before, or after, the officer in charge arrives on the scene with emergency response units. If a call is placed to "911" and emergency units are dispatched in response to the incident, the assisting, off-duty employees will be paid non-call back overtime at the emergency overtime rate, hour for hour, to the next highest quarter hour from the time of dispatch of initial emergency units. It is recognized that such time may include such duties as decontamination, documentation, etc. Off-shift-non-call-back overtime will not affect any overtime callback list.

Section 7. Compensatory Time. Employees may bank compensatory time, not to exceed 72 hours, in lieu of cash payment for either regular overtime or emergency overtime and may take such banked compensatory time at the request of the employee.

Section 8. Training. All approved, off-duty training time shall be paid at the overtime rate in accordance with this Article; provided, however, that the work schedule for shift employees may be converted to an alternative schedule. When assigned to an alternative schedule, overtime shall only be paid for time spent in actual travel and course/training instruction that exceeds the total number of hours the person would have worked (based on their established shift schedule) had they not attended the training event.

Travel time to and from training is compensable. Travel time by vehicle will be compensated based on time estimated as determined by a travel application, such as google, MapQuest etc. Travel time by air will be compensated as determined by estimated travel time by using itinerary.

Compensation for extended travel time due to extenuating circumstances may be considered by the Fire Chief. Voluntary training and educational activities that are not required by the employer, are taken as professional development instruction to qualify for a promotional opportunity, where no work is performed, and is of no immediate benefit to the employer shall not be considered as time worked.

Article 14: Battalion Chief Backfill

Section 1. All open and unfilled shifts for the position of Battalion Chief, shall be filled by qualified department personnel as indicated herein:

1.1 If a temporary vacancy occurs for a Shift Battalion Chief, on days where the Administrative Battalion Chief is normally scheduled to work, they may fill the vacancy from 0700-1700, thereby reducing the need for overtime.

1.2 If the vacancy still remains and a qualified employee from local 828 is available (on the shift with the vacancy) to work the assignment without resulting in overtime to be worked, they will assume the role of Acting Battalion Chief. If more than one qualified employee is available, the selection will be made in rank and seniority order.

1.3 If the vacancy still remains, the overtime shift will first be offered to qualified employees from local 3375 and then to qualified employees from local 828 in rank and seniority order.

1.4 If the vacancy still remains, qualified personnel from Local 3375 with the least number of overtime hours (list to be maintained by 3375 union representatives) will be required to work the unfilled shift. Note: For the purposes of this article, the Administrative Battalion Chief cannot be required to work on a holiday to provide backfill for a Shift Battalion Chief.

Section 2. Acting Battalion Chief. The parties mutually agree that the position of Acting Battalion Chief shall only be filled by qualified individuals.

2.1 The City and Union shall continue to work collaboratively to define the qualifications for Acting Battalion Chiefs.

2.2 The parties recognize that an employee may be removed from the eligibility list to perform acting duties if they are later deemed unqualified (based on demonstrated performance in the job) by the Fire Chief to perform the acting assignment.

Article 15: Deferred Compensation

Section 1. Retroactively, beginning January 1, 2020, the City shall make a 3.25% contribution each pay period into the employee's 457 account based on the employee's monthly base salary.

Retroactively, beginning January 1, 2021, the contribution shall make a 4.0% contribution each pay period into the employee's 457 account based on the employee's monthly base salary.

Beginning January 1, 2022, the City shall make a 4.75% contribution each pay period into the employee's 457 account based on the employee's monthly base salary.

Article 16: Sick Leave & Disability

Section 1. Members of this agreement are permitted to remain away from their employment because of illness or physical inability without loss of compensation up to the number of sick leave days, which have accrued to that employee subject to the terms and conditions of this agreement.

Section 2. Full-time employees shall be given ninety-six (96) hours (for day employees) and 144 hours (for shift employees) on their first day of employment. No additional sick leave shall accrue to that employee until after the employee has completed twelve (12) months of continuous employment. Thereafter, sick leave shall accrue to that employee at the rate of eight (8) hours for each month (defined as 20 days or more) of continuous employment or twelve 12 hours per month for employees assigned to shift work.

The employee shall report their condition to his/her immediate supervisor at the beginning of such period of illness or physical inability. For sick leave in excess of three (3) successive days in the case of 8-hour day employees, or two (2) 24-hour shifts in the case of shift employees, a statement from the employee's physician may be requested to verify the nature of the illness or physical inability of the employee and the anticipated length of time he/she will be required to be away from employment.

Use of sick leave for such absences may be denied absent appropriate medical verification of said disability. In the event that a request for sick leave is denied by the Fire Chief, such request may be submitted, in writing, to the City Manager for review thereof. The decision of the City Manager shall be final and binding and not subject to further review.

Section 3. Avoidance of Duplicate Salaries. Any employee who was absent from employment whose request for sick leave was approved shall receive, as sick leave payment, a sum equal to the difference between his/her regular salary and any amounts payable to such employee as disability allowance under the provisions of Washington State Law Enforcement Officers and Firefighter's Act, or as time off compensation under the provision of the Washington State Industrial Act, for such time as he/she was absent from employment; provided, however, that no salary shall be paid for any absence from employment in excess of the accumulated sick leave, except as otherwise herein provided, further, that all sick leave deducted from the accumulated sick leave of the employee requesting the same, paying full salary requirements of RCW 41.26 (disability leave), the City will first meet any full salary requirement of RCW 41.26 for disability leave allowance from any accrued unused sick leave which may be standing to the credit of that employee. The current state law, which provides sharing of the portion of sick leave between the employee and employer for the six (6) month disability period, is recognized as replacing the above description of coordination of benefits. However, if the state law removes the six (6) month disability benefit, the above coordination of benefits will be in effect.

Upon death or retirement following at least twenty years of service employees shall be paid for up to, but not in excess of, one hundred percent (100%) of one hundred twenty (120) days of accrued sick leave earned prior to May 1, 1979 and unused at the time of retirement. Such retiring employee shall also be paid for accrued sick leave to his credit earned after May 1, 1979 in accordance with Schedule A.

Employees with less than twenty years of service, upon termination of employment or death, shall be paid for all accrued unused sick leave to their credit whether accrued before or after May 1, 1979 in accordance with schedule A.

Schedule A

<u>Years of Service</u>	<u>Amount to be Paid</u>
Less than 10 years of full-time employment	None
10 -15 years of full-time employment	12.5% of accrued unused sick leave
15 - 20 years of full-time employment	25% of accrued unused sick leave
20 -25 years of full-time employment	37.5% of accrued unused sick leave
After 25 years of full-time employment	50% of accrued unused sick leave

Section 4. In the event that a member of the employee's Immediate family (as defined by Washington's family leave laws) suffers an illness or injury which requires the family member to be hospitalized or be under a doctor's immediate care due a serious medical condition, said employee shall be entitled to sick leave for such purpose not to exceed one (1) shift for shift employees or two (2) days for day employees unless the condition qualifies for official Family Medical Leave and then may be extended as indicated by the medical certification, as permitted by the City's official Sick Leave policy, or as otherwise approved by the Chief. Employees on official family medical leave are required to utilize all paid leave accruals available to them prior to being placed on unpaid leave.

Section 5. Pension and disability leave shall be granted in accordance with the Washington State Industrial Insurance and Worker's Compensation Act and the LEOFF II Pension Act as they may be amended from time-to-time. Employees eligible for the LEOFF I Pension Act shall be granted pension and disability in accordance with the requirements of said Act.

Section 6. Light Duty. Employees who are off on a duty-related injury or illness shall be assigned to light duty as the Employer may require (as outlined in RCW 41.04.520) if appropriate work is available and subject to the approval of the treating physician. Employees assigned to light duty shall be transferred to day shift.

Section 7. Transferring Vacation Leave. Employees shall have the ability to transfer vacation leave from their accrued vacation to another employee's sick leave bank, as defined in the City's catastrophic leave policy.

Article 17: Military Leave

Section 1. Military leave shall be granted pursuant to RCW 38.40.060 and RCW 73.16.031.

Article 18: Jury Duty & Witness Services

Section 1. Employees shall be allowed necessary leave to serve as a member of a jury. During such leave, employees will be paid at their regular rate of pay and without loss of other benefits. Any compensation which such employee shall receive by reason of having served as a juror may be retained by such employee in addition to such employee's regular compensation.

Employees shall be required to report to work for any portion of their regularly scheduled shift during which they are not actually serving on a jury or waiting to be impaneled.

Section 2. Employees shall be granted time off with pay and without loss of other benefits when summoned to testify as a court witness on matters related to their duties and responsibilities with the City or on behalf of the State of Washington, or any county or other municipality.

Monetary compensation received from the court, or other party served shall be forwarded to the City treasurer. Reimbursement for out of pocket expenses may be retained by the employee.

Article 19: Bereavement Leave

Section 1. In the event of the death of a spouse, son, or daughter (or step equivalent), employees will be granted paid bereavement leave that allows them to be absent from work for up to seven (7) calendar days without deduction from accumulated vacation or sick time.

Section 2. Employees shall be granted paid bereavement leave, without deduction from accumulated vacation or sick leave which allows them to be absent from work for three (3) calendar days at the time of death in the employee's immediate family. For the purposes of this section, the employee's immediate family members are: the parents, brother, sister (or step and in-law equivalents), grandparents, grandchildren, aunts and uncles.

Section 3. If necessary for health or travel, an additional two (2) shifts may be allowed for shift employees or an additional five (5) working days for day employees with the approval of the Chief and for each day or shift so allowed there shall be deducted one day or shift from such employee's accumulated sick leave.

Section 4. Bereavement leave may be used for qualifying family members in the case of imminent death however total bereavement leave provided shall not exceed the work day/shift provisions of this article.

Article 20: Leave of Absence

Section 1. Leaves of absences will be governed by Civil Service Rules and Regulations, Section 10.

Article 21: Vacations and Holidays

Section 1. It is recognized that command officers are frequently recruited from another bargaining unit or from outside agencies. Therefore, vacation accruals reflect the fact that these are senior fire service officers bringing years of experience to these positions. As such, the City has the option of placing command officers higher on the vacation accrual schedule, commensurate with their career experience.

Vacation Accrual Schedule: Each employee will accrue vacation in accordance with the following schedule. Accrual shall start on the first day of hire.

<u>Years of Service Completed</u>	<u>Shift Employee</u>	<u>Regular Work Week</u>
1	2 shifts	6 days
2	7 shifts	15 days
5	9 shifts	18 days
10	11 shifts	23 days
15	13 shifts	29 days
20	14 shifts	31 days
25	15 shifts	31 days
30	16 shifts	32 days

Section 2. In addition to vacation shifts earned, shift Battalion Chiefs shall receive an additional five (5) shifts, (120 hours), in lieu of holidays per year.

Section 3. Applicable to all personnel:

3.1 Vacation leave will accrue on a pay period basis. Leave earned one pay period shall be credited to the employee upon completion of that pay period. Vacation leave is accrued but may not be taken until after an employee has completed six (6) consecutive months of employment. Vacation leave earned during that period of time will be granted on the first day of the month immediately following completion of six months of service.

3.2 No accumulation of vacation leave shall occur when an employee is on leave without pay. Vacation leave may be taken at the request of the employee upon approval of the Chief.

Section 4. Maximum Accumulations (applies to day shift personnel). Employees may accumulate vacation up to a maximum of two (2) times their annual accrual rate, e.g., an employee earning 20 days/160 hours may not accumulate more than 40 days/320 hours. When an employee has reached the maximum allowable accrual, future accruals will cease until such time as the balance has been reduced to allow for additional earnings. Employees are responsible for monitoring their accruals and scheduling time off as necessary to preserve the ability to accrue vacation. Exceptions may be granted by the City Manager for circumstances where taking of leave was denied by the Chief or would be a detriment to the City.

Section 5. For those assigned to a day shift, the following days are recognized as paid (eight hours) holidays:

New Year's Day	January 1
Martin Luther King Jr.	3rd Monday in January
Washington's Birthday	3rd Monday of February
Memorial Day	Last day of May
Independence Day	4th day of July
Labor Day	1st Monday of September
Veteran's Day	11th day of November
Thanksgiving Day	4th Thursday of November
Day after Thanksgiving	4th Friday of November
Christmas Day	25th day of December
2 Floating Holidays	

Section 6. When any of the above holidays fall on a Saturday or Sunday, the workday immediately preceding or following, respectively, shall be observed as the holiday. Employees shall receive the same number of holidays regardless of work schedule. If the date of observance of a holiday falls on an employee's regular day off, the employee shall receive an alternative day off within the same work period of the holiday. To be eligible for holiday pay the employee must be in paid status on the scheduled workdays immediately before and after the holiday. Employees will not receive pay for holidays occurring during an unpaid leave of absence or after the last day of work in the case of termination.

Section 7. An employee may take the floating holidays at such time as mutually agreeable to the employee and the Fire Chief. Floating holidays are credited to employees on a pro-rated basis. An employee earns one floating holiday during the period January 1 through June 30, and a second one during the period of July 1 through December 31.

Section 8. Non-shift personnel required to work on a holiday shall be compensated at time and one half in addition to holiday pay. With mutual consent of the employee and employer, non-shift personnel may work on an observed holiday at the straight time rate of pay and may take an alternative day off during their designated work period in lieu of pay.

Section 9. The City shall have the latitude to provide for coverage for paid time off to minimize the need for overtime with the understanding that whenever practicable vacant shifts will be covered by temporary schedule adjustments of qualified employees, first within the bargaining unit and then to other qualified departmental employees and as otherwise provided in this agreement.

Section 10. Vacation Scheduling

10.1 Bargaining unit personnel shall select their vacation choices by rank seniority and through the application of the following rules.

10.2 Employees may request to take vacation in increments of not less than 4 hours. Partial shift vacation requests are not part of the formal vacation selection and are subject to the approval of the Fire Chief based on department staffing levels or other operational considerations.

10.3 Vacation shifts conflicting with periods of time when an employee is officially on sick, disability, or bereavement leave will be rescheduled to open, unpicked days per employee request.

10.4 Shift Battalion Chiefs are required to exhaust accrued vacation leave hours each calendar year. The Administrative Battalion Chief can carry over up to 48 hours of vacation leave into a new calendar year. An employee may have a greater amount of leave accrued throughout the year than indicated in Section 1 of this article, but must be below the maximum allowed accrual on December 31 of each year. Accrual that exceeds the maximum authorized by this agreement will be adjusted on January 1 of each year and the affected employee or employees will be notified.

10.5 Vacation shifts conflicting with periods of time when an employee is on a different form of paid leave due to an unanticipated matter such as Jury Duty or Military Leave, may be rescheduled to open, unpicked days per employee request.

10.6 Employees who are regularly scheduled to work on the following observed holidays may select a vacation pick only if they are able to arrange coverage by qualified personnel: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

Section 11. Employees who have been employed at least six (6) consecutive months shall be entitled to cash compensation for any accrued and unused vacation under the following conditions:

11.1 Each employee will be guaranteed annual cash out of up to 48 hours of accrued and unused vacation. Additional cash out requests exceeding 48 hours will be subject to availability of funds and approval of the City Manager.

11.2 Total payment shall be limited to a maximum of 120 hours annually. Payment of earned vacation may be apportioned as the employee so chooses (i.e. 24 hrs. in December, 48 hours in July) but may not exceed the 120-hour limitation of the earned vacation accrual for the calendar year.

11.3 Payment elections shall be submitted either by November 30th (paid December 20th) of the calendar year in which the vacation time is earned, or by June 30th (paid July 20th) of the year the vacation is to be taken.

11.4 Payment for all vacation time cashed out under this Section shall be paid hour for hour at the rate the vacation time was earned.

11.5 The City may provide coverage for any shifts of vacation time not cashed out under this Section in any manner it chooses, and as provided in this agreement.

Section 13. Adjustments between shift and day assignments. Leave balances for shift employees that are transferred from shift to day assignments, thereby having their work schedule changed from a shift schedule to a day schedule, shall be converted by utilizing a (0.814) factor. Leave balances for employees that return to a suppression position, thereby having their work schedule changed from a day schedule to a shift schedule, shall be converted by utilizing a (1.229) factor.

13.1 It is understood that occasional coverage of shifts by day personnel does not constitute a transfer to a shift schedule. The leave balance adjustment shall only be utilized when the employee is moved from “days to shift” or “shift to days” for a period exceeding 14 days.

Article 22: Insurance

Section 1. The City agrees to provide insurance coverage to all employees and their eligible dependents. The City has complete authority to choose and change the providers of the health care and life insurance benefits, so long as the level of benefits under the City's control remains substantially the same as those that are currently offered by the City. In the event that the provider adopts benefit changes to the health insurance plans specified in this article during the term of this agreement, such changes will automatically be incorporated in to the agreement. If the changes significantly reduce the benefit or requires additional contribution by the employees, the employer agrees to bargain the impact of the changes. The insurance plans available to select from at the time of this Agreement, are as follows:

Medical Insurance. Employees may choose between the following medical plans: Association of Washington Cities (AWC) High Deductible Healthcare Plan (HDHP) or Kaiser Permanente HDHP. A summary Plan Description (SPD) and benefits for these HDHP's are attached in Addendum C.

Dental Insurance. AWC Delta Dental Service Plan F as offered through AWC or Willamette Dental.

Life Insurance. For each member in the amount of \$50,000; and

Long-term disability. For each employee, including a ninety (90) day elimination period (except LEOFF I employees who are covered for disability through a state provided program).

Section 2. Payment of Premiums and Medical/Dental Expenses.

2.1 For all eligible regular employees and eligible dependents, the City will pay 100% of the premium costs of medical benefits and 100% of the premium costs of the dental benefits.

2.2 Effective Jan. 1, 2017, the City will fund a notional Health Reimbursement Arrangement (HRA) to cover claimed out-of-pocket deductibles.

2.3 An HRA/VEBA incentive of either \$125.00/month for single employees or \$250.00/month for employees with one or more dependents is provided to cover out-of-pocket deductibles. This HRA fund will be drawn down by any claimed deductible medical expense payments during the calendar year. Any HRA funds remaining in the account of the employee as of April 1 of the following year will be transferred to the employee's personal VEBA account.

2.4 After the deductible is satisfied, the City will pay up to 90% the employee's co-insurance amount, after the employee 10% contribution, of the allowed and covered medical expenses per the SPD, over the deductible amount but less than the out-of-pocket maximum.

2.5 Covered medical expenses per the SPD, greater than the out-of-pocket maximums, will be paid at 100% by the HDHP.

2.6 Claims, billings, refunds and account balances will be managed by a Third Party Administrator (TPA) selected by the City.

Section 3. Employees that choose to be insured under a medical plan as a dependent (i.e. insured via a spouse's medical insurance plan), upon providing proof of said insurance coverage he/she can elect to receive a \$750.00 per month City paid contribution into a Voluntary Employee Benefit Association (VEBA) account in lieu of enrolling in the City's medical insurance coverage program.

Section 4. The City shall provide public liability insurance protecting all employees against claims for damages arising out of the performance of the employee's duties.

Section 5. Retirees and/or retiree's spouse will be allowed medical benefits under the provisions of COBRA and/or as provided by the insurance carriers.

Section 6. Benefits Committee. The parties agree to participate in a City wide employee/labor/management benefits committee. One member from each labor group will sit on this committee along with five non-represented employees (to include management). The purposes of the committee shall include:

6.1 To seek ways to control health care expense.

6.2 To provide means for increased employee education about insurance benefits and a means for employee input into insurance benefits carriers and plan design.

6.3 The committee's purpose is educational and exploratory only and the committee cannot bind the city or the respective unions to any decisions or course of action.

Section 7. Medical Expense Reimbursement Plan (MERP). The City shall make monthly contributions in the amount of seventy five dollars (\$75.00) to each member of the bargaining unit. One Hundred and Fifty (\$150.00) per month shall be deducted from each employee on a pre-tax basis via payroll and contribution made monthly to the Washington State Council of Fire Fighters Medical Expense Reimbursement Plan (MERP). Such trust fund shall be used to pay health insurance premiums for eligible future retirees.

Section 8. Washington State Paid Family Leave. In 2017, the state passed legislation establishing the "Paid Family and Medical Leave" (PFML) program. This statewide insurance program offers Washington workers the opportunity to receive partial wage replacement while on leave for qualifying family and/or medical events.

Pursuant to RCW 50A.10.030 (3)(d), the total premium for the program is 0.4% of each employee's gross wages. The City agrees to pay 36.67% of the premium and employee shall be responsible to pay 63.33% of the premium associated with this program.

Article 23: Uniforms, Protective Clothing and Equipment

Section 1. All protective clothing and equipment as required by the WAC 296-305 Washington Safety Standards for Fire Fighters and other applicable statutes shall be supplied and cleaned at no cost to employees covered under this Agreement.

Section 2. Approved duty and dress uniforms for Union personnel will be provided by the City. The employer shall pay the cleaning costs to dry clean uniform items and appropriate civilian attire worn for work purposes. However, civilian attire purchases, replacement costs and any other civilian clothing expenses will not be reimbursed by the City.

Article 24: Shift Exchanges

Section 1. Shift exchanges that occur within two individual's defined FLSA work periods thus resulting in the same number of scheduled hours worked within the work period are treated as a routine schedule change (not a shift trade). When a schedule change occurs the individuals should record the time actually worked on their time sheet. Exchanges require the approval of the Fire Chief.

Section 2. Employees of equal qualification or rank shall have the option to exchange or trade shifts. Shift exchanges are an agreement between employees or the employee and the Fire Chief and done on a voluntary basis. The employee participating in a shift exchange shall be entitled to all benefits afforded to the position they are assuming, and shall be responsible for performing the assigned responsibilities of the position in a competent and efficient manner.

Section 3. Shift trades shall not cost the City additional monies, including acting pay.

Section 4. Shift trade hours, or use of paid leave on a shift exchange as permitted in this article, shall not result in additional compensation as provided by the FLSA.

Section 5. The City shall have no obligation to keep records of shift trades and shall not be a third party to any trade or any trade disputes.

Section 6. All shift trade documentation, with appropriate signatures, shall be completed before the trade using the agreed upon form or electronic process.

6.1 Once the shift trade documentation or electronic process is completed and approved, the involved employees shall be responsible for arranging and carrying out a shift trade.

Section 7. Employees working partial shift trades shall continue on duty until properly relieved.

Section 8. An employee who agrees to a shift trade and subsequently fails to complete the trade and is unable to find another employee to work the trade using the agreed upon process (reference prior MOU on shift exchanges) shall be held responsible for the hours agreed to as follows:

8.1 An employee who fails to report for an agreed upon shift trade shall be charged the equivalent incurred cost of the Department for replacement out of their vacation bank in hours (i.e. overtime replacement 24 hours equates to 36 hours vacation) at a rate of 1 1/2 hours for each hour not worked. If no overtime is incurred, then the employee will be charged vacation leave at the regular rate. If insufficient vacation leave is available, the employee may elect to repay the City via banked comp. time or via a reduction in pay.

8.2 If an individual becomes sick while working a shift exchange and is unable to work the balance of the shift, they shall be eligible to take accrued sick leave at the regular hourly rate even if overtime is necessary to cover the balance of the shift.

8.3 Furthermore, the substituting employee, except in the event of personal emergencies as approved the Chief, shall be subject to normal departmental disciplinary procedures for failure to appear and/or may have their trading privileges revoked.

Article 25: Tuition Reimbursement & Business Expenses

Section 1. Employees who subsequently attend courses related to their position shall be reimbursed the expense of tuition and required text as provided by City Policy.

Section 2. An employee required to use his or her private vehicle, while on duty for fire department business, shall be compensated at the IRS allowed rate as amended from time to time.

Section 3. Employees with required attendance at out-of-town business and/or training functions shall receive per diem and/or expense reimbursement in accordance with City Policy.

Article 26: Probationary Periods

Section 1. All newly hired employees and promotional appointments will require successful completion of a probationary period of up to twelve (12) months from the date of their appointment. The Employer shall provide each probationary employee with an objective written evaluation of his/her job performance and progress periodically during the probation period.

Article 27: Emergency Response Requirement

Section 1. As a condition of employment, employees hired after November 1, 1988 shall have a period of 24 months after appointment to maintain a bona-fide residence within sixty (60) road miles of Station 81, 740 Commerce Avenue, Longview, WA as specified in Addendum A.

Section 2. Employees hired prior to November 1, 1998 are expected to maintain a residence at a location that is reasonably the same or closer than as at the time of appointment to this bargaining unit.

Section 3. All employees are required to respond to emergency overtime work; exceptions are illness, incapacitation, supervision of minor children or when it is impractical due to extreme response times.

Section 4. The area noted in Addendum C is allowed to be modified when mutually agreed upon by the Employer and the Union provided that the location of the residence meets the intent of the Emergency Response Requirement.

Article 28: Tobacco, Drug, and Alcohol Free Workplace

Section 1. Union members hired after January 1, 1998 agree as a condition of employment to be tobacco free on and off duty. Failure to comply with this requirement shall be grounds for disciplinary action, up to, and including, termination of employment.

Section 2. The procedures outlined below for drug and alcohol testing shall become a part of the current Labor Agreement between the City and the Longview Chief Officers, IAFF Local 3375, and be covered by all applicable articles within that Agreement. This policy is instituted to assure that both parties work to certify that the work place is free of employees whose job performance may be impaired by the abuse of drugs and/or alcohol and to comply with the provisions of the Federal Drug Free Workplace Act of 1988. Therefore, the Union and the City agree to the policy and procedure outlined in Addendums A and B.

Article 29: Modified Duty, LEOFF II Employees

Section 1. Upon submission of medical documentation indicating that a LEOFF II employee is temporarily unable to perform his full range of duties due to occupational injury or illness the Fire Chief shall assign the employee to any available and medically appropriate modified duty.

Section 2. Modified duty assignments shall be made in accordance with the employee's work restrictions as determined by the attending physician. Such assignments shall contribute in a meaningful and identifiable way to the mission and function of the Fire Department.

Section 3. Employees on modified duty shall be assigned, at the discretion of the Fire Chief, to work a standard, forty (40) hour per week schedule of five (5), eight (8) hour days, or any other legally permitted alternative work schedule, e.g., a "4/10" or "9/80" schedule, depending on the nature of the modified duty assignment and the employee's work restrictions.

Section 4. Employees who have been released by the attending physician to work modified duty for fewer than 40 hours per week may be required to use accrued leave time, or be on a leave without pay, in conjunction with modified duty, but otherwise shall suffer no reduction in pay and benefits while on modified duty.

Section 5. A detailed physician's report shall be submitted to Human Resources prior to the assignment of modified duty, and after subsequent follow-up visits to the physician. Each status report shall include, at a minimum, (1) the type(s) of work the employee is able to perform, and/or unable to perform; (2) the number of hours per day, and/or schedule, the employee is able to work; and (3) an expected date the employee may be able to return to full duty, if such a date can be determined.

Section 6. Modified duty assignments shall be temporary in nature. Once the employee has been medically determined to be fit to return to full duty, that employee shall be returned to the position and duty shift to which he/she was assigned prior to the injury or illness, unless the employee has been promoted in the interim.

Section 7. If there is any question concerning the employee's fitness for full duty, the Fire Chief may require the employee to undergo an examination by a qualified and licensed physician to be selected by the City.

Article 30: Retention of Benefits

Section 1. Any changes affecting wages, hours and working conditions shall be made in accordance to RCW 41.56.

Article 31: Firearms

Section 1. In the interest of maintaining a workplace that is safe and free of violence, except as hereinafter provided, the possession of firearms is prohibited on City property and/or vehicles.

Section 2. Permitted Possession. Union firefighters may possess firearms on City property and/or vehicles under the following circumstances:

2.1 If required to do so in the performance of official duties (i.e.: temporarily securing a firearm found in a public place or at the scene of an accident or fire).

2.2 When engaged in law enforcement or military activities.

2.3 When secured within a personal vehicle in compliance with the provisions of RCW 9.41.360(3).

2.4 When secured inside a City provided secure firearms storage safe in compliance with the provisions of RCW 9.41.360(3) to which only the shift supervisor has access.

Article 32: Savings Clause

Section 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 33: Successors

Section 1. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein, contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

Article 34: Duration of Agreement

Section 1. This Agreement shall be in effect January 1, 2020 until December 31, 2022. Either side may request negotiation to commence for a new Agreement on or after June 30th, 2022. This Agreement shall remain in full force and effect during the period of negotiation for a successor Agreement.

Article 35: Signatures

For the City of Longview

Kurt Sacha, City Manager

Date

Chris Smith, Human Resources Director

Date

Jim Kambeitz, Fire Chief

Date

For IAFF Local 3375 Longview Chief Officers

Eric Koreis, President

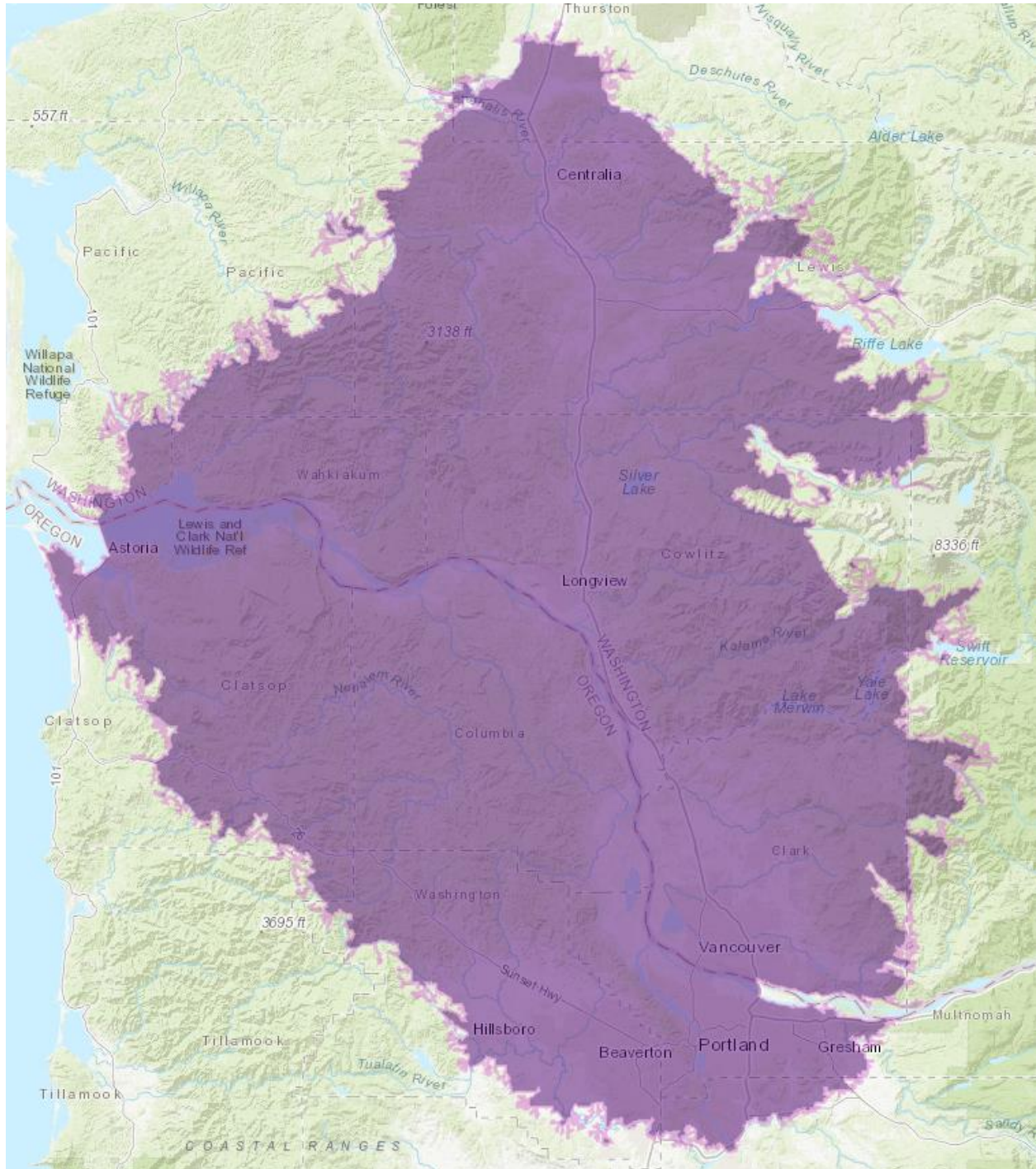
Date

Blake Tomlinson, Secretary/Treasurer

Date

Addendum A

A high resolution, zoom capable digital map of this addendum is located at: <https://arcg.is/1rXSne>





City of Longview

Agenda Summary

PURCHASE AND SALE AGREEMENT OF LOTS 8, 9, 10 AND 11 IN THE MINT FARM INDUSTRIAL PARK

RECOMMENDED ACTION:

MOTION TO DIRECT THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT AND CLOSING DOCUMENTS FOR THE SALE OF MINT FARM INDUSTRIAL PARK LOTS 8, 9, 10 AND 11 TO DIVERT, INC.

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Council Initiative: Strengthen economic conditions and create new opportunities
Continue effective financial management

CITY ATTORNEY REVIEW: Required

SUMMARY STATEMENT:

The City has negotiated a potential sale of the Mint Farm Industrial Park lots 8, 9, 10 and 11 totaling approximately 15.45 acres to DIVERT, INC. The proposed sale price is \$2,018,713.00. The sale of this property would facilitate a welcome investment in the community.

DIVERT was founded to create innovative and efficient solutions toward eliminating waste from the retail industry. At their location in the Mint Farm Industrial Park, DIVERT plans to construct a facility that transforms waste into renewable energy.

RECOMMENDED ACTION:

Motion to direct the City Manager to execute a purchase and sale agreement and closing documents for the sale of Mint Farm Industrial Park lots 8, 9, 10 and 11 to DIVERT, INC.

STAFF CONTACT: Ann Rivers, Community & Economic Development Director
Jim McNamara, City Attorney

Attachments:

1. Divert Purchase Agreement Unimproved Real Property (Longview Washington) JMc edits 1 7 2022

PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS (“**Agreement**”), dated as of _____, 2022 (“**Effective Date**”), is entered into by and between CITY OF LONGVIEW (“**Seller**”), and DIVERT, INC., a Delaware corporation, or its assignee (“**Buyer**”). This Agreement constitutes (i) a contract of purchase-and-sale, and (ii) escrow instructions to [●]¹ (“**Escrow Holder**”), whose consent appears at the end of this Agreement.

RECITALS

A. Seller owns certain real and personal property located at (a) 1500 Prudential Boulevard, Longview, Washington, consisting of approximately 4.07 acres of vacant land (Parcel # 053603510), (b) 1600 Prudential Boulevard, Longview, Washington, consisting of approximately 3.75 acres of vacant land (Parcel # 053603509), (c) 1700 Prudential Boulevard, Longview, Washington, consisting of approximately 3.62 acres of vacant land (Parcel # 053603508), and (d) 1800 Prudential Boulevard, Longview, Washington, consisting of approximately 4.01 acres of vacant land (Parcel # 053603507), in each case, together with all improvements thereon and any appurtenant rights thereto (collectively, the “**Property**”).

B. Seller and Buyer wish to enter into a transaction pursuant to which Buyer shall purchase the Property from Seller subject to the terms set forth below.

DEFINITIONS

In addition to the definitions contained elsewhere in this Agreement, unless the context otherwise indicated, the following terms shall have the meanings as set forth in this Article:

“**Business Day**” means any day other than Saturday, Sunday or any legal state or national holiday observed in the State of Washington.

“**Cash**” means (i) currency, (ii) a check or checks currently dated, payable to Escrow Holder or order and honored upon presentation for payment, or (iii) funds wire-transferred or otherwise deposited into Escrow Holder's account at Escrow Holder's direction, in each event in U.S. dollars.

“**Close of Escrow**” and “**Closing**” means the date the Seller's Special Warranty Deed and any other documents to be recorded on closing pursuant to the terms hereof are filed for record.

“**Closing Date**” has the meaning set forth in Section 11.1.

“**Deposits**” means the First Deposit, and/or the Second Deposit, as applicable.

“**Escrow Holder**” means [●].

¹ Identify title company/escrow holder.

“**Feasibility Period**” is described in Section 2.2 below.

“**First Deposit**” is defined in Section 1.1.

“**Opening of Escrow**” means the date that this Agreement has been signed by Buyer and Seller and the Escrow Officer has executed the Consent of Escrow Holder attached hereto as part of this Agreement.

“**Second Deposit**” is defined in Section 1.1.

“**Title Company**” means [●].

ARTICLE 1

PURCHASE PRICE AND DEPOSITS

1.1 **Deposits.** Within three (3) Business Days after Opening of Escrow, Buyer will deliver to Escrow Holder the sum of Fifty Thousand Dollars (\$50,000.00) in Cash (the “**First Deposit**”). In addition, if Buyer timely delivers an Approval Notice (defined below) evidencing Buyer’s approval of the Feasibility Condition (defined below), Buyer shall thereafter deliver to Escrow Holder within three (3) Business Days after the delivery of an Approval Notice an additional deposit of another Fifty Thousand Dollars (\$50,000.00) in Cash (the “**Second Deposit**”; together with the First Deposit, the “**Deposits**” and each a “**Deposit**”). Each Deposit shall be non-refundable (except in the event of a failure of one or more of the Conditions to Close of Escrow in Favor of Buyer set forth in Section 5.1 below or as otherwise specified in this Agreement). The Deposits shall be placed in an interest-bearing account pursuant to the terms of Section 10.1. Interest on the Deposits shall accrue for the benefit of Buyer unless Buyer is in default under the terms and conditions of this Agreement in which case the interest shall be paid to Seller. The Deposits and all accrued interest thereon while held by Escrow Holder shall be applied to the Purchase Price on Close of Escrow.

1.2 **Purchase Price.** Subject to the terms and conditions of this Agreement, Seller shall sell and Buyer shall buy the Property for Two Million Eighteen Thousand Seven Hundred Thirteen Dollars (\$2,018,713.00) (the “**Purchase Price**”). The Purchase Price is payable as follows: (i) Buyer shall make the Deposits as set forth in Section 1.1; and (ii) no later than 12:00 p.m. (noon) Pacific Time on the Closing Date, Buyer shall deliver to Escrow Holder, Buyer shall deliver to Escrow Holder (1) the balance of the Purchase Price in Cash, and (2) all other amounts due by Buyer hereunder in order to complete the Close of Escrow.

ARTICLE 2

BUYER’S FEASIBILITY; RIGHT TO ENTER THE PROPERTY; PERMITTING

2.1 **Limit on Escrow Holder’s Responsibility.** Escrow Holder shall have no concern with, responsibility for, nor liability for this Article.

2.2 **Feasibility Period.** Buyer shall have through 5:00 p.m. Pacific Time on the date that is sixty (60) days after the delivery of the Property Information (as defined in Section 2.3 hereof)

(the “**Feasibility Period**”) to conduct such investigations, testing and inspections of the Property as deemed necessary or appropriate by Buyer. Buyer’s satisfaction with the Property and its feasibility for Buyer’s intended purposes is referred to as the “**Feasibility Condition**.” If, prior to the expiration of the Feasibility Period, Buyer delivers to Seller and Escrow Holder a written notice stating Buyer’s approval of the Property and its feasibility for Buyer’s intended purpose (“**Approval Notice**”), then this Agreement shall remain in full force and effect in accordance with its terms. If Buyer is not satisfied, in Buyer’s sole discretion, with the Property, Buyer may terminate this Agreement and receive a refund of the First Deposit and all interest accrued thereon by notifying Seller and Escrow Holder in writing at any time on or before 5:00 p.m. (Pacific Time) on the last day of the Feasibility Period. Failure of Buyer to deliver an Approval Notice to Seller and Escrow Holder by the end of the Feasibility Period shall be deemed Buyer’s disapproval of the Feasibility Condition, and this Agreement shall automatically terminate as provided above.

2.3 Property Information. Within five (5) Business Days after the Opening of Escrow, Seller shall deliver to Buyer copies of all leases, rental agreements, tenancies, licenses and other occupancy agreements (“**Existing Leases**”), appraisals, tests, surveys, reports, records, permits, applications, inspections, approvals, entitlements, mitigation agreements, licenses, correspondence with or notices from any governmental authorities, agreements with the applicable jurisdictions, easement agreements, flood control agreements, utility agreements, development rights, studies (including all traffic, soils, geotechnical and environmental studies and reports), contracts, agreements, tax bills, maps, plans (including, but not limited to, civil engineering, architectural, grading, improvement and landscaping plans and calculations, if any), drawings, and authorizations relating to or affecting the Property or the development thereof in Seller’s possession and such other similar materials as Seller may reasonably request (collectively referred to as the “**Property Information**”).

2.4 Right to Enter Upon the Property; Indemnity. Buyer, its employees, agents, consultants and contractors shall have access to the Property on at least one (1) Business Day advance notice to Seller, and may enter upon the Property to inspect, survey and test the conditions present on the Property, at Buyer’s expense. As part of its feasibility investigation, Buyer may (but is not required to) perform a third-party market study of Buyer’s intended development of the Property (“**Buyer’s Proposed Project**”), and such soils, seismic, environmental and any other testing and inspections as Buyer may deem appropriate in its sole and absolute discretion. Prior to any entry on the Property by Buyer prior to the Closing, Buyer shall secure and maintain: (a) a comprehensive general liability and property damage policy in an amount of no less than One Million Dollars (\$1,000,000.00) which will cover the activities of Buyer and its agents and consultants on the Property and shall name Seller an additional insured thereunder; and (b) worker’s compensation and employer’s liability insurance in accordance with the provisions of Washington laws. Buyer shall provide a certificate of insurance to Seller evidencing the insurance required herein. Buyer shall fully protect, defend, hold harmless and indemnify Seller, its managers and members, and the employees, agents, shareholders, members, managers, successors and assigns of Seller and its managers and members (“**Seller Indemnified Parties**”) and the Property, from any and all claims, liabilities, damages, costs, injuries, liens (including, but not limited to, mechanic’s, materialman’s, contractor’s and similar liens), actions or judgments of any kind or nature (including, without limitation, attorneys’ fees, expert fees, and litigation costs and expenses) (collectively, “**Losses**”) arising out of or resulting in any way from any such entry onto the Property or the acts and omissions of Buyer, its agents, employees, consultants or contractors in connection with Buyer’s

feasibility investigation; provided, however that the foregoing indemnity shall not apply to any Losses to the extent (i) arising out of the negligence of willful misconduct of any of the Seller Indemnified Parties, and (ii) caused by any existing condition on the Property discovered, uncovered or otherwise revealed by Buyer. The provisions of this Section 2.4 shall survive the termination or Closing of this Agreement.

2.5 **Permitting.** Seller acknowledges that Buyer intends to acquire the Property for Buyer's proposed uses ("**Proposed Project**") and, in connection therewith, Buyer must obtain certain permits, approvals, and consents as may be required under applicable laws ("**Required Approvals**"). Promptly following the Opening of Escrow, Buyer shall use commercially reasonable efforts to submit all documents and instruments required to obtain such Required Approvals. If Buyer is unable to obtain the Required Approvals on or before the date that is one hundred eighty (180) days after the Opening of Escrow ("**Permit Outside Date**"), Buyer may terminate this Agreement by written notice to Seller and Escrow Holder to that effect, in which case Buyer shall receive a refund of the Deposits (to the extent made) and accrued interest thereon, and no party shall have any further rights or obligations under this Agreement except those which by their terms, survive the termination hereof.

2.6 **Zoning; CC&Rs.** Seller shall, at Seller's sole cost and expense, exercise commercially reasonable efforts to (a) cause the Property to be zoned for Buyer's proposed development and operations ("**Zoning Update**"), and, (b) amend all current covenants, conditions and restrictions recorded against the Property to permit Buyer's proposed development and operation of the Property ("**CC&R Amendment**"), as needed. In the event that the Zoning Update and the CC&R Amendment have not each been obtained on or before the date that is one hundred eighty (180) after the Opening of Escrow (the "**Use Amendments Deadline**"), Buyer may terminate this Agreement by written notice to Seller and Escrow Holder to that effect, in which case Buyer shall receive a refund of the Deposits (to the extent made) and accrued interest thereon, and no party shall have any further rights or obligations under this Agreement except those which by their terms, survive the termination hereof.

ARTICLE 3

TITLE

3.1 **Preliminary Title Report.** Seller has delivered, or within five (5) Business Days after the Opening of Escrow Seller shall cause the Title Company to deliver, a preliminary title report for the Property to Buyer and Seller (the "**Title Report**") along with copies of all plotted easements and underlying documents referenced therein. Buyer shall have until the end of the Feasibility Period to notify Seller and Title Company what exceptions to title shown thereon, if any, are unacceptable to Buyer ("**Disapproved Exceptions**"). Buyer's failure to deliver to Seller written notice of any Disapproved Exceptions by the end of the Feasibility Period shall be deemed approval by Buyer of all exceptions to title reported in the Title Report. In the event Buyer shall give notice of any Disapproved Exception, Seller shall have five (5) days after receipt of such notice to notify Buyer and Escrow Holder either (1) that Seller will cure or insure over such Disapproved Exception; or (2) that Seller will not cure or insure over such Disapproved Exception. Seller's failure to give such notice with respect to a Disapproved Exception shall constitute an election not to cure or insure over such Disapproved Exception; provided, however, that Seller

shall cure any Disapproved Exception which is a deed of trust or other monetary lien encumbering the Property and any delinquent property taxes or assessments. Seller shall keep the Property free and clear of all monetary liens and encumbrances not reflected in the Title Report, except for current real property taxes which are not yet due and payable. In the event Seller elects or is deemed to elect not to cure or insure over any Disapproved Exception, Buyer shall have the option within three (3) Business Days after receipt (or three (3) Business Days after the date Seller's response was due if not given) to terminate this Agreement by written notice to Seller and Escrow Holder to that effect, in which case Buyer shall receive a refund of the Deposits (to the extent made) and accrued interest thereon, and no party shall have any further rights or obligations under this Agreement except those which by their terms, survive the termination hereof.

If prior to the Close of Escrow an update or supplement to the Title Report shall disclose any new title exceptions not approved (or deemed approved) by Buyer as provided above (each, a **"New Title Exception"**), then Buyer shall have an additional ten (10) day period following its receipt of the update or supplement to the Title Report to review such New Title Exceptions and either approve or disapprove of them in writing in its sole and absolute discretion, Buyer's failure to deliver to Seller written notice of such disapproval within such ten (10) day period being deemed approval by Buyer of such New Title Exceptions. Any timely disapproval of the New Title Exceptions by Buyer will be subject to the same notice/response provisions and a right to terminate and receive a refund of the Deposits (to the extent made) as set forth above.

3.2 Title Policy. At Closing, Buyer's title to the Property shall be insured by a Standard Coverage ALTA Owner's Policy of Title Insurance in the amount of the Purchase Price, insuring title to the Property in Buyer subject only to (1) Title Company's standard exceptions and exclusions, (2) exceptions to title approved by Buyer or deemed approved by Buyer pursuant to Section 3.1, and (3) such deeds of trust or other exceptions to title caused or created by or for the benefit of Buyer. Additionally, the Property shall be insured against mechanics liens not caused by Buyer pursuant to a title policy endorsement. Buyer may, at Buyer's option and at Buyer's expense, direct Escrow Holder to procure an ALTA Extended Coverage Policy of Title Insurance or endorsements which expand coverage in excess of that which is described above. Any updated or new survey shall be at Buyer's expense. The policy of title insurance to be obtained pursuant to this Section 3.2 is referred to as the **"Title Policy"**.

3.3 Failure of Seller to Cure. In the event Seller elects to cure any Disapproved Exception but is unable to do so or does not do so by the Closing Date, Buyer may (i) terminate this Agreement and receive a full refund of the Deposits (to the extent made) and accrued interest thereon, or (ii) elect to waive its objection to the Disapproved Exception(s) in question and proceed to close escrow.

ARTICLE 4

ESCROW INSTRUCTIONS

4.1 Escrow Instructions. If requested by Escrow Holder, Buyer and Seller shall execute further escrow instructions to Escrow Holder that are consistent with the terms of this Agreement and that incorporate Escrow Holder's general provisions. In the event of any conflict between

such escrow instructions and this Agreement the terms in the body of this Agreement shall prevail unless such escrow instructions specifically provide that they modify this Agreement.

ARTICLE 5

CONDITIONS PRECEDENT TO CLOSING

5.1 Conditions to Buyer's Obligation to Close. Buyer's obligation to close Escrow under this Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent:

- (a) Feasibility. Buyer shall have approved the Feasibility Condition.
- (b) Title Policy. The Title Company shall have irrevocably committed to issue the Title Policy in the form prescribed in Section 3.2.
- (c) No Moratorium. No moratorium or other restrictions by a public agency or public utility applicable to the development of the Property shall exist that would prevent Buyer from obtaining utility service, building permits and/or certificates of occupancy for Buyer's Proposed Project; provided, however, if a moratorium or such restrictions then exist, Buyer shall have the right, in its sole and absolute discretion, to extend the Closing Date up to an additional one hundred eighty (180) days and if the moratorium or restrictions terminate within such extended period, the Closing shall occur in accordance with this Agreement within ten (10) days after such date of termination. If such moratorium or restrictions extend beyond such one hundred eighty (180) day period, then either Buyer or Seller may terminate this Agreement pursuant to Section 5.3 below.
- (d) Termination of Existing Leases; Removal of Debris. Seller shall have timely performed all of its obligations under Section 12.7.
- (e) Representations and Warranties. Seller's representations and warranties set forth in this Agreement shall be true and correct in all material respects as of the Close of Escrow.
- (f) Default. Seller shall not be in default of any term or condition of this Agreement.

The foregoing conditions are conditions precedent in favor of Buyer and may be waived by Buyer in writing at its election.

5.2 Conditions to Seller's Obligation to Close. Seller's obligation to close Escrow under this Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by Seller of each of the following conditions precedent:

- (a) Purchase Price. Buyer shall have delivered the Deposits, the balance of the Purchase Price, and all prorations and closing costs for which Buyer is responsible in Escrow pursuant to the provisions set forth herein.
- (b) Representations and Warranties. Buyer's representations and warranties set forth in this Agreement shall be true and correct in all material respects as of the Close of Escrow.

- (c) Default. Buyer shall not be in default of any term or condition of this Agreement.

The foregoing conditions are conditions precedent in favor of Seller and may be waived by Seller in writing at its election.

5.3 Effect of Failure of a Condition Precedent. In the event any condition precedent set forth in this Article 5 is not satisfied or waived within the applicable time period, the party in whose favor the condition exists may thereafter terminate this Agreement by giving written notice of termination to the other party provided that the party giving notice is not in material breach of its obligations under the Agreement. Upon any such termination, subject to the provisions of Section 11.7, each party shall return any documents, plans, studies, or other items which were previously delivered by the other party, the Deposits (to the extent made) and all interest accrued thereon shall be returned to the Buyer, and neither party shall have any further obligation to the other except for those provisions of this Agreement which by the terms of this Agreement survive termination.

ARTICLE 6

BUYER'S DELIVERIES TO ESCROW HOLDER AND SELLER

6.1 Closing Deposit and Documents. At least one (1) Business Day prior to Close of Escrow, Buyer shall deliver to Escrow Holder the following monies and documents:

- (a) All remaining sums required to be paid by Buyer through this Escrow, including the balance of the Purchase Price and sums payable pursuant to Article 9 below.
- (b) Such information as may be reasonably requested by Escrow Holder or Title Company.

ARTICLE 7

SELLER'S DELIVERIES TO ESCROW HOLDER

7.1 Documents. At least one (1) Business Day prior to the Closing of Escrow, Seller shall deliver to Escrow Holder the following documents:

- (a) The Special Warranty Deed in the form attached as **Exhibit "A"** to this Agreement, duly executed by Seller in recordable form., transferring the Property free and clear of all liens other than those set forth in the Title Policy.
- (b) Appropriate certifications, including without limitation a Foreign Investment in Real Property Tax Act ("**FIRPTA**") Certificate and corresponding State of Washington form, if any, evidencing that neither Buyer nor Escrow Holder are required to withhold Seller's closing funds pursuant to Internal Revenue Code Section 1445 and or Applicable Laws of the State of Washington.
- (c) Such information as may be reasonably requested by Escrow Holder or Title Company.

ARTICLE 8

CONDEMNATION/CASUALTY

8.1 **Risk of Loss/Condemnation.** If, prior to the Close of Escrow, the Property is (a) damaged by reason of earthquake, rain, flooding or other cause, the cost of which to repair or restore exceeds five percent (5%) of the Purchase Price for the Property ("**Material Damage**"), or (b) all or a portion of the Property in excess of five percent (5%) of the Property is condemned, or written notice of intent to condemn is provided to Seller, by any legally constituted governmental authority ("**Material Condemnation**"), then, Buyer shall have the right to terminate this Agreement by delivery of written notice thereof to Seller within ten (10) Business Days after Buyer's receipt of written notice of any such Material Damage or Material Condemnation, unless, with respect to Material Damage, Seller elects to, and does, repair such damage. In the event Buyer so terminates this Agreement, all Deposits (to the extent made) and all interest accrued thereon will be returned to Buyer. If Buyer fails to so terminate this Agreement, or if any damage to the Property is not Material Damage, or the condemnation is not Material Condemnation, then Buyer shall not be released from any obligation to purchase the Property and, when sold, the Property shall be sold to Buyer in its then "as is" condition with no reduction in the Purchase Price, except that if Seller has not caused the damage to be fully repaired prior to the Close of Escrow, Seller shall pay or assign to Buyer any insurance proceeds payable for such damage to the Property, and shall assign to Buyer all condemnation proceeds payable for such condemnation of the Property at Close of Escrow and there shall be a credit against the Purchase Price for the amount of any applicable deductible or self-insured retention, under Seller's insurance policy.

8.2 **Survival.** The provisions of this Article 8 shall survive the Close of Escrow.

ARTICLE 9

PRORATIONS, FEES, COSTS AND REIMBURSEMENTS

9.1 **Taxes and Assessments.** Escrow Holder shall prorate (that is, apportion) between the parties, in Cash, to Close of Escrow, on the basis of a thirty (30) day month, general and special real estate taxes and assessments, based on the regular tax bill for the fiscal year in which the escrow closes, and including any homeowners or other association assessments. If such tax bill has not been issued as of the Closing Date, such proration shall be based on the regular tax bill for the fiscal year preceding that in which the escrow closes. In the event that a separate tax bill has not been issued, Escrow Holder shall apportion general and special real estate taxes and assessments based upon a written apportionment statement, based on land area, prepared by Seller and reasonably approved by Buyer, which approval shall not be unreasonably withheld.

9.2 **Supplemental Taxes.** Escrow Holder shall have no responsibility for this Section. Should any supplemental taxes be levied and billed after Close of Escrow and following as a result of the transfer of title to Buyer, such taxes shall be the obligation of Buyer except for supplemental taxes levied by reason of improvements or transfers or other events which occurred before Close of Escrow, which portion, if any, shall be the obligation of Seller. Seller shall pay supplemental taxes, if any, for which Seller is responsible within thirty (30) days after Buyer provides Seller with a demand for payment accompanied with reasonable documentation from the County that such sum is payable by Seller pursuant to this Section.

9.3 Seller's Charges; Recorded Deed Not To Show Documentary Transfer Tax Amount. Seller shall pay (i) the County and any City Documentary Transfer Tax, (ii) the CLTA Standard title policy premium and fee for a mechanics lien endorsement (but not the added premium for an extended ALTA policy or additional endorsements), (iii) one-half (½) of Escrow Holder's fee, and (iv) usual seller's document-drafting and recording charges.

9.4 Buyer's Charges. Buyer shall pay (i) one-half (½) of Escrow Holder's fee, (ii) the extra premium for any ALTA Extended Coverage Title Policy or any endorsements, other than a mechanics lien endorsement, over and above that of the premium of the ALTA Standard Owner's Title Policy, (iii) any loan fees, recording fees, and loan title policy costs related to any financing that Buyer may obtain, and (iv) usual buyer's document-drafting and recording charges.

9.5 Survival. The provisions of this Article 9 shall survive the Close of Escrow.

ARTICLE 10

DISTRIBUTION OF FUNDS AND DOCUMENTS

10.1 Interest. Escrow Holder is instructed to invest Buyer's Deposits in a federally insured interest-bearing account selected by Buyer, and Buyer shall sign such further instructions to Escrow Holder as may be necessary to establish such account.

10.2 Disbursements. All disbursements by Escrow Holder shall be made by wire transfer, unless a party unilaterally instructs Escrow Holder, prior to Close of Escrow, to proceed otherwise, in which case, Escrow Holder shall disburse such party's proceeds from this escrow pursuant to such unilateral instruction.

10.3 Delivery of Instruments. At the close of this escrow, Escrow Holder shall deliver each non-recorded instrument received by Escrow Holder, if any, to the payee or person (i) acquiring rights under the instrument, or (ii) for whose benefit the instrument was acquired, such documents to be sent by United States mail (or held for personal pickup, if requested).

10.4 Delivery of Cash. Escrow Holder shall, at the close of this escrow, deliver by wire transfer (or shall hold for personal pickup, if requested) (i) to Seller, or order, the balance of the Purchase Price to which Seller shall be entitled, and (ii) to Buyer, or order, any excess funds delivered to Escrow Holder by Buyer.

10.5 Delivery of Copy of Instruments. Escrow Holder shall, at Close of Escrow, deliver to Seller and Buyer a conformed copy of the recorded Special Warranty Deed and each other document recorded to place title in the condition required by this Agreement.

ARTICLE 11

CLOSE OF ESCROW AND ESCROW INSTRUCTIONS

11.1 Close of Escrow. Unless otherwise agreed to in writing by Buyer and Seller, Close of Escrow shall occur thirty (30) days after the Permit Outside Date and the Use Amendments Deadline ("**Closing Date**"). If Escrow Holder cannot close escrow on or before the Closing Date,

it shall, nevertheless close this escrow when all conditions have been satisfied or waived unless, after the Closing Date and prior to the close of this escrow, Escrow Holder receives a written notice to terminate this escrow from a party who, at the time the notice is delivered, is not in default under this Agreement.

11.2 Notice of Default; Cure Period. Should either party believe the other party is in default of this Agreement, the party who believes the other party is in default shall give a written notice of such belief. The party who is sent such notice shall have two (2) Business Days in the case of a monetary default, and five (5) Business Days in the case of a non-monetary default, from the delivery date of the notice to cure such default.

11.3 Termination of Escrow. Escrow Holder will have no liability or responsibility for determining whether or not a party giving a notice of termination is in default under this Agreement. Within three (3) Business Days after receipt of a termination notice from one party, Escrow Holder shall deliver one (1) copy of the notice to the other party. Unless written objection to termination of this escrow is received by Escrow Holder within ten (10) Business Days after Escrow Holder delivers the notice to the other party, or the notice of termination otherwise directs, Escrow Holder shall promptly terminate this escrow and return all funds and documents held by it to the party depositing the same, except that Escrow Holder may retain such funds and documents usually retained by escrow agents in accordance with standard escrow termination procedures. If written objection to the termination of this escrow is delivered to Escrow Holder within the ten (10) Business Day period, Escrow Holder is authorized to hold all funds and documents delivered to it in connection with this escrow and Escrow Holder may, in Escrow Holder's sole discretion, take no further action until otherwise directed, either by the parties' mutual written instructions or by a final order of judgment of a court of competent jurisdiction or final decision through the provisions of Article 14.

11.4 Legal Remedies of Parties Not Affected. Subject to Section 11.5, (i) the exercise of the right of termination, (ii) delay in the exercise of such right, or (iii) the return of funds and documents shall not affect the right of the party giving the notice of termination to recover damages or pursue other applicable legal remedies for the other party's breach of this Agreement. Nor shall (A) the delivery of the notice, (B) any failure to object to termination of this escrow, or (C) the return of funds and documents affect the right of the other party to recover damages for the breach by the party who gives the notice of termination.

11.5 Liquidated Damages. BUYER AND SELLER AGREE THAT IN THE EVENT ESCROW FAILS TO CLOSE DUE TO THE BREACH OF THIS AGREEMENT BY BUYER, THE PARTIES AGREE THAT THE SUM OF THE DEPOSITS (TO THE EXTENT ACTUALLY MADE AT THE TIME OF BUYER'S BREACH), INCLUDING ALL INTEREST ACCRUED THEREON, SHALL CONSTITUTE LIQUIDATED DAMAGES TO SELLER FOR THE BREACH BY BUYER.

BUYER AND SELLER AGREE THAT SELLER'S ACTUAL DAMAGES IN THE EVENT OF SUCH BREACH BY BUYER WOULD BE EXTREMELY DIFFICULT AND IMPRACTICAL TO DETERMINE AND SAID LIQUIDATED DAMAGES SUM SPECIFIED ABOVE IS A REASONABLE ESTIMATE OF SELLER'S DAMAGES FOR SUCH BREACH UNDER THE CIRCUMSTANCES EXISTING AT THE TIME OF THIS AGREEMENT. THE

LIQUIDATED DAMAGES AMOUNT SHALL CONSTITUTE SELLER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF BUYER'S OBLIGATION TO PURCHASE THE PROPERTY AND SELLER WAIVES ALL OTHER CLAIMS FOR DAMAGES OR RELIEF AT LAW OR IN EQUITY WITH RESPECT THERETO, INCLUDING ANY RIGHTS TO SPECIFIC PERFORMANCE OF THE OBLIGATIONS OF BUYER TO PURCHASE THE PROPERTY).

THE LIQUIDATED DAMAGES PROVISION SET FORTH ABOVE APPLIES ONLY TO A BREACH BY BUYER OF ITS OBLIGATION TO PURCHASE THE PROPERTY AND DOES NOT APPLY TO A BREACH OF BUYER'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT.

IN THE EVENT ESCROW FAILS TO CLOSE DUE TO THE BREACH OF THIS AGREEMENT BY BUYER, ESCROW HOLDER IS AUTHORIZED AND INSTRUCTED TO RELEASE THE AMOUNT OF THE LIQUIDATED DAMAGES SET FORTH ABOVE TO SELLER WITHOUT FURTHER INSTRUCTION FROM THE PARTIES.

NOTHING CONTAINED IN THIS SECTION SHALL SERVE TO WAIVE OR OTHERWISE LIMIT SELLER'S RIGHTS TO OBTAIN FROM BUYER ALL COSTS AND EXPENSES OF ENFORCING THIS LIQUIDATED DAMAGES PROVISION.

Buyer's Initials

Seller's Initials

11.6 Buyer's Remedies. Buyer and Seller agree that if the sale of the Property is not completed as herein provided by reason of a material breach of this Agreement by Seller, Buyer shall have the right to pursue any remedy at law or in equity, including without limitation, return of the Deposits (to the extent made), and accrued interest and damages or the specific performance of this Agreement.

ARTICLE 12

REPRESENTATIONS, WARRANTIES, COVENANTS, RELEASES AND AGREEMENTS

12.1 Limit on Escrow Holder's Responsibility. Escrow Holder shall have no concern with, nor liability nor responsibility for, this Article.

12.2 Brokerage Commission or Finder's Fee. On Close of Escrow, and subject to the Property being conveyed to Buyer, Seller shall pay a commission to Lance Brown of Fuller Group CRE, and any broker retained by Seller ("**Seller's Broker**") pursuant to a separate agreement between Seller and Seller's Broker. Except for Seller's engagement of Seller's Broker, each party represents and warrants to the other that the representing party has incurred no obligation, by reason of this Agreement or the transaction contemplated hereby, for a real estate brokerage commission or finder's fee for which the other party would be liable. Each party shall hold the other party free and harmless from and against any damage or expense the other party may incur by reason of the untruth as to the representing party of the foregoing representation and warranty,

including without limitation, expenses for attorneys' fees and court costs. The obligations of this Section shall survive the Close of Escrow and delivery of the Special Warranty Deed.

12.3 Representations and Warranties. The representations and warranties set forth in this Section 12.3 shall be true as of the date of this Agreement and as of the Close of Escrow. Buyer and Seller, each to the other, hereby represent and warrant that (i) the transaction contemplated by this Agreement has been duly authorized by all necessary actions or approvals on the part of Buyer and Seller, respectively, (ii) no other authorizations or approvals are necessary to enable the warranting party to enter into and perform this Agreement, (iii) the warranting party is duly organized in the state of its formation, , (iv) the warranting party has full right, capacity, power and authority to enter into this Agreement and carry out the terms of this Agreement, and (v) this Agreement and all other documents contemplated hereby and thereby when executed and delivered by the warranting party will be legally valid and binding obligations of the warranting party enforceable against the warranting party in accordance with their respective terms. Seller further warrants and represents to Buyer as follows:

(a) No Further Encumbrances. So long as this Agreement is in effect, Seller shall not allow title to the Property to become further encumbered or clouded except as may be caused by Buyer.

(b) No Default. The consummation of the transaction contemplated by this Agreement, and the payment and performance of all of the obligations of Seller hereunder, will not result in any breach of, or constitute a default under, any contract, loan or credit agreement, corporate charter, bylaws, trust indenture or any other instrument to which Seller is a party or by which Seller may be bound or affected.

(c) No Pending Actions; Moratoriums. Seller is not aware of, and has not been informed of, any actions, proceedings, investigations or condemnation or eminent domain proceedings pending against Seller and/or the Property, or any threatened, before or by any court, arbitrator, administrative agency or other governmental authority which affect the Property or the ability of Seller to convey the Property to Buyer. To Seller's knowledge, there are no moratoriums, initiatives or legislation materially affecting the development of the Property (and Seller has not received any written notice of any being contemplated).

(d) Existing Leases; No Other Possessory Rights, Leases or Options. The Existing Leases delivered or made available by Seller to Buyer are true, correct and complete copies of such documents (including any and all assignments and subleases in Seller's possession related thereto and all amendments and other modifications thereof). Except for the Existing Leases, (i) there are no recorded or unrecorded agreements or instruments which create third party possessory rights to the Property, (ii) there are no oral or written leases, subleases, occupancies or tenancies in effect pertaining to the Property, and (iii) no parties other than Seller is in possession of the Property. There are no oral or written purchase agreements, options to purchase, first rights of refusal, or other purchase rights in effect pertaining to the Property.

(e) No Mechanics' Liens. All contractors, subcontractors, material suppliers and professional consultants performing work on or with respect to the Property have been paid in full

for any work performed for the Property, and the Property shall be conveyed to Buyer at Close of Escrow free of any mechanics' or materialmen's liens.

(f) No Notice of Violations. To the best of Seller's knowledge, there are no current violations of the Property under any laws, statutes, regulations or ordinances. Seller has not received written notice from any governmental authority of any current violations of the Property under any laws, statutes, regulations or ordinances.

(g) Bankruptcy. To the best of Seller's knowledge, no attachments or execution proceedings have been commenced, and no assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or similar proceedings are pending or threatened, against Seller or concerning all or part of the Property, nor are any of such proceedings currently contemplated by Seller. Seller has never been a debtor under any case commenced under the United States Bankruptcy Code.

(h) Property Information. The Property Information delivered or made available by Seller to Buyer are true, correct and complete copies of such documents. Seller has not received any written notice of any material inaccuracy or material misrepresentation of the matters contained in the Property Information. The Property Information contains all of the material documents and information in Seller's possession or control relating to the Property.

(i) Hazardous Materials. Neither Seller nor, to the best of Seller's knowledge, except as disclosed in the Property Information, any third party has used, generated, transported, discharged, released, manufactured, stored, or disposed any Hazardous Materials from, into, at, on, under, or about the Property in violation of any Environmental Law. Additionally, to Seller's knowledge, except as disclosed in the Property Information: (a) the Property is not currently in violation, nor during Seller's ownership of the Property has the Property been under investigation for violation, of any Environmental Law; and (b) there is not now, nor during Seller's ownership of the Property has there ever been, on or in the Property underground storage tanks or surface or below-grade impoundments used to store, treat or handle Hazardous Materials or debris or refuse buried in, on or under the Property. The term "Hazardous Materials" as used in this Agreement means any material or substance which is (i) defined as a "hazardous waste", extremely hazardous waste", "restricted hazardous waste", "hazardous material", "hazardous substance", or any similar formation under or pursuant to any Washington statute or common law rule; (ii) petroleum and natural gas liquids as those terms are used in §109(14) of the Comprehensive Environmental Response, Compensation & Liability Act, 42 U.S.C. § 6901, *et seq.* (41 U.S.C. §6903); (iii) asbestos; (iv) polychlorinated biphenyls; (v) designated as a "hazardous substance" pursuant to §311 of the Clean Water Act, 33 U.S.C., § 1251, *et seq.* (33 U.S.C. §1321) or listed pursuant to §307 of the Clean Water Act (33 U.S.C. §1317); (vi) defined as a "hazardous waste" pursuant to §1004 of the Resource Conservation & Recovery Act, 42 U.S.C. §6901, *et seq.* (42 U.S.C. §6903); or (vii) defined as a "hazardous substance" pursuant to Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, *a seq.* (41 U.S.C. §9601). The term "Environmental Law" as used herein shall mean any federal, state, or local law, ordinance or regulation, or any order, demand or guidance document of any governmental agency, relating to Hazardous Materials.

12.4 Breach of Seller Representations; Buyer Remedies. If any of the representations and warranties by Seller in this Agreement were false when made, the same shall constitute a default by Seller hereunder, and Buyer may pursue any of the remedies it elects under Section 11.6. If any of the representations and warranties by Seller in this Agreement were true when made but become false, whether through a change in Seller's knowledge or a change in circumstances, Buyer may either (i) terminate this Agreement by delivery of written notice thereof to Seller within ten (10) Business Days of the date Buyer first learns of such falsity, or (ii) waive such falsity and proceed with the Closing. If Buyer delivers such notice of termination, Seller may elect within five (5) Business Days of Buyer's notice of termination to deliver written notice to Buyer that Seller will attempt to cure such breach prior to the Closing, in which event this Agreement shall not terminate by reason of such inaccuracy if such cure is completed prior to the Closing. If Seller does not elect within such five (5) Business Day period to cure such breach, then Buyer shall have an additional five (5) Business Days after notification to Buyer of Seller's decision not to elect to cure such breach within which to withdraw its termination of this Agreement and proceed with the Closing. If Seller does not elect to cure such breach, and Buyer does not elect to withdraw its notice of termination within such five (5) Business Day period, then this Agreement shall terminate, all Deposits (to the extent made) and all interest accrued thereon shall be returned to Buyer and both parties shall be relieved of any further obligations hereunder except for any obligations which by the terms hereof expressly survive such termination. If Seller becomes aware of any fact or circumstances which would change or render incorrect, in any material respect, any representation or warranty made by Seller under this Agreement, Seller will give prompt written notice of such changed fact or circumstance to Buyer.

12.5 Reservation of Property. The parties understand and agree that upon execution of this Agreement, Seller shall cease all marketing efforts related to the Property and all negotiations with other potential purchasers of the Property.

12.6 Operation of Property. Seller covenants with Buyer that from and after the Effective Date, so long as this Agreement remains in effect:

(a) Subject to the more specific obligations set forth in this Section 12.6 and Section 12.7, Seller will perform when due all of its obligations with respect to the Property, including without limitation, the Existing Leases, the exceptions to title approved or deemed approved by Buyer pursuant to Section 3.1, and any mortgages, deeds of trust or other monetary encumbrances affecting the Property.

(b) Seller shall not enter into any leases, rental agreements, tenancies, licenses or other occupancy agreements on all or any portion of the Property or any amendments or other new agreements which will survive the Closing or otherwise affect the ownership, use, operation or enjoyment of the Property after the Closing without Buyer's prior written consent in its absolute discretion.

(c) Seller will keep the Property fully insured against all usual risks and will maintain in effect all insurance policies now maintained on the Property, up to and including the Closing Date.

(d) Seller shall not create or consent to the creation of any lien, encumbrance or other matter affecting title to the Property without Buyer's prior written consent in its absolute discretion.

(e) Seller shall not take, or fail to take, any action which will or would cause any of the representations or warranties in this Agreement to become untrue or be violated without Buyer's prior written consent in its absolute discretion.

(f) In the event that there exist any off-record fines or penalties for governmental violations caused by, through or under Seller for which Seller has received a written notice from a governmental authority prior to Closing, Seller shall cause the same to be paid in full.

(g) Seller shall promptly inform Buyer in writing of any material event that materially and adversely affects Seller's ownership, use, occupancy, operation or maintenance of the Property.

12.7 Termination of Existing Leases; Removal of Debris. Seller agrees to take all of the following actions, at Seller's sole expense, as and when provided below:

(a) Seller shall cause all Existing Leases to be terminated effective no later than thirty (30) days before the Closing Date ("**Termination Date**"). Seller shall promptly deliver to Buyer written evidence of each such termination reasonably satisfactory to Buyer.

(b) No later than the Termination Date, Seller shall take all lawful action necessary or appropriate to cause all tenants under the Existing Leases and any other occupants of the Property or any part thereof to fully vacate the Property and to remove all of their personal property therefrom.

(c) No later than the Termination Date, Seller shall cause all trash, rubbish, debris, equipment and all other personal property located on the Property to be removed therefrom; provided, however, that Seller shall not be obligated to remove any fixed improvements located on the Property, including any buildings, sheds, barns and other structures. All such items shall be removed in accordance with all applicable laws and regulations.

(d) If requested by Buyer, Buyer and Seller shall walk through and inspect the Property within five (5) Business Days after the Termination Date (or at such other time as may be mutually agreed upon in writing by the parties) to confirm Seller's timely completion all of the actions described in this Section 12.7.

12.8 **Survival.** The provisions of this Article 12 shall survive the Close of Escrow.

ARTICLE 13

ASSIGNMENT

13.1 **Limit on Escrow Holder's Responsibility.** Escrow Holder shall have no concern with, nor liability nor responsibility for, this Article.

13.2 Assignment by Buyer. Buyer shall have the right to assign this Agreement and escrow, at any time and without Seller's consent, to any other person or entity, provided (i) such assignee assumes all obligations of Buyer under this Agreement in writing, and (ii) Buyer delivers written notice of such assignment to Seller and Escrow Holder at least five (5) Business Days prior to the Closing Date.

13.3 Effect of Approved Assignment. In the event of any such permitted assignment, the assignee shall be and become (i) the grantee of Seller's Special Warranty Deed; (ii) the insured owner under the Title Policy; and (iii) the person(s) having the right or obligation to (a) deliver statements, (b) deliver documents, (c) give approvals, (d) waive conditions, or (e) make demands, all as may be permitted or required by this Agreement and not then already accomplished by Buyer or another approved assignee.

ARTICLE 14

MEDIATION AND JUDICIAL REFERENCE

The parties agree that in the event they are unable to resolve between themselves a dispute arising from this Agreement, they will first, prior to filing any action (except for the filing of any action for a temporary restraining order or other emergency or urgent equitable relief, or any action that must be filed to meet any statute of limitations, or other action where time is of the essence and immediate relief is sought or necessary) submit the matter for mediation before a mediator employed by Judicial Arbitration and Mediation Services, Inc. ("**JAMS**"), or such other mediation service which is mutually agreeable to the parties, the cost of which shall be shared equally between the parties. In the event the parties cannot mutually select a mediator within ten (10) days after submission of the dispute to JAMS or other mediation service, then JAMS or the other mediation service shall select the mediator. The mediation shall take place in the City of **Longview, Washington** on the first available date on the calendar of the mediator, or on such other date as the parties may agree upon in writing. The mediation shall not exceed three (3) days in length without the mutual written agreement of the parties. In the event a party institutes an action or reference proceedings without complying with this mediation provision, or in the event a party refuses to participate in a mediation, then, notwithstanding anything to the contrary in this Agreement, that party shall not be entitled to attorneys' fees and costs, even if that party is the prevailing party.

In the event an action is filed in any court by either party to this Agreement involving a dispute arising from this Agreement that is not resolved through the mediation process set forth above, either party may, upon five (5) days' notice to the other party, apply ex parte to the Court for a reference of the entire dispute to JAMS in accordance with Code Of Civil Procedure Section 638 et seq. The application shall be deemed a mutual request by both parties for the reference. For either voluntary submission of a dispute to JAMS or reference by the Court in the event an action has been filed, the parties shall mutually select a member from JAMS' panel to hear the dispute. In the event the parties cannot mutually select a member from the panel within ten (10) days after submission of the dispute to JAMS, then JAMS shall select the hearing officer. The referee shall try all of the issues including all pre-trial and post-trial hearings, motions and matters of any kind whether of fact or of law and report a statement of decision thereon which shall stand as a decision of the Court. The referee shall have all the powers of a regular sitting Superior Court

judge including without limitation the power to impose sanctions and to hold in contempt, as determined by the referee, and to hear posthearing motions. Discovery shall be permitted in accordance with law and must be completed no later than ten (10) calendar days prior to the date first set for trial. A court reporter at the trial may be requested by any party, provided that the record shall remain confidential except as may be necessary for posthearing motions and any appeals. The trial must commence within one hundred twenty (120) calendar days after the date of appointment of the referee. This agreement to seek voluntary reference to resolve disputes shall not apply to any claim or action in which any of the causes of action includes either disputes involving third parties other than the parties to this Agreement, or disputes involving allegations of defective construction or defective development of the land which is the subject of this sale Agreement.

BUYER AND SELLER ACKNOWLEDGE THAT BY AGREEING TO RESOLVE DISPUTES AS PROVIDED IN THIS ARTICLE THEY ARE GIVING UP THEIR RESPECTIVE RIGHTS TO HAVE SUCH DISPUTES TRIED BEFORE A JURY.

Buyer's Initials

Seller's Initials

ARTICLE 15

GENERAL PROVISIONS

15.1 Severability. If any provision of this Agreement or the application of such provision to any person, entity, or circumstance is found invalid or unenforceable by a court of competent jurisdiction, that determination by such court shall not affect the other provisions of this Agreement and all other provisions of this Agreement shall be deemed valid and enforceable.

15.2 Further Assurances. Each Party agrees to execute such documents as are reasonable and necessary to carry out the provisions of this Agreement.

15.3 No Partnership Relationship. Nothing contained in this Agreement shall be construed as creating the relationship of principal and agent, partnership, or joint venture between Seller and Buyer.

15.4 Gender, Number. Whenever the context requires, the use herein of (i) the neuter gender includes the masculine and the feminine, and (ii) the singular number includes the plural.

15.5 Business Days. If the (i) stated Closing Date, or (ii) last day for performance of an act falls upon a day during which Escrow Holder is not open for business, the Closing Date or such last day, as the case may be, will be the next following regular Business Day of Escrow Holder.

15.6 Survival of Provisions. Except as expressly set forth in this Agreement to the contrary, the representations, warranties, agreements and indemnities set forth in this Agreement shall remain operative and shall survive the termination of this Agreement or the closing and execution and delivery of Seller's Special Warranty Deed and shall not be merged in Seller's Special Warranty Deed.

15.7 **Authority of Signatories.** Buyer and Seller each represent with respect to itself that each individual signing this Agreement on its behalf (i) is duly authorized to sign and deliver this Agreement on its behalf, and (ii) this Agreement is binding upon such party in accordance with its terms.

15.8 **Captions.** Captions in this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement.

15.9 **Exhibits.** All exhibits referred to in this Agreement are attached to, and are a part of, this Agreement.

15.10 **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the transaction contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

15.11 **Modifications and Waivers.** No modification, waiver or discharge of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver or discharge is or may be sought.

15.12 **Attorneys' Fees and Costs.** If either party commences an action for the interpretation, reformation, enforcement (including, but not limited to, the enforcement of any indemnity provisions set forth in this Agreement), breach or rescission hereof, **neither** party shall be entitled to a judgment against the other for attorneys' fees and court **or** other costs incurred.

15.13 **Successors.** All terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective administrators or executors, permitted successors and assigns.

15.14 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument.

15.15 **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Washington.

15.16 **Time of Essence.** Time is of the essence of each and every provision of this Agreement in which time is an element.

15.17 **Confidentiality.** Buyer and Seller agree that, **except as require by RCW 42.56, the Washington State Public Records Act**, the economic terms of this Agreement shall remain confidential and shall not be disclosed to the general public, the press, brokers or other third parties (except to a party's employees, shareholders, directors, officers, members, managers, partners, investors, accountants, consultants, attorneys, and lenders on a need to know basis and provided the disclosing party has instructed such persons to preserve the confidentiality of such information) without the express prior written consent of the other party.

15.18 **Notices.** Unless otherwise provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery, or on the first (1st) Business Day after deposit with Federal Express or other overnight courier service, or as of the third (3rd) Business Day after mailing by United States registered or

certified mail, return receipt requested, postage prepaid, or if given by email upon the earlier of (i) the date the recipient actually received and read the notice as evidenced by the recipient's (non-automatic) reply to such notice or other competent evidence of actual receipt, or (ii) the deemed given date of duplicate notice given by the sender by any mode of transmission allowed above other than email, addressed as follows:

If to Seller:

City of Longview
P.O. Box 98632
Longview, Washington 98632
Attention: Kurt Sacha, City Manager

If to Buyer:

Divert, Inc.
23 Bradford Street, 3rd Floor
Concord, MA 01742
Attn: Nicholas Whitman, President
Telephone: (617) 620-0523
E-mail: nick@divertinc.com

With a copy to:

Latham & Watkins, LLP
12670 High Bluff Drive
San Diego, California 92130
Attn: Stephanie L. Fontanes
Telephone: (858) 523-5449
E-mail: Stephanie.fontanes@lw.com

If to Escrow Holder:

Attn: _____
Telephone: _____
E-mail: _____

Any party (or Escrow Holder) may change its address for notices by giving written notice thereof to all parties (and to Escrow Holder) delivered in the manner set forth herein.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

“Seller”

CITY OF LONGVIEW

By:_____

Name:_____

Its:_____

“Buyer”

DIVERT, INC.,
a Delaware corporation

By:_____

Name:_____

Its:_____

CONSENT OF ESCROW HOLDER

The undersigned Escrow Holder hereby agrees to (i) accept the foregoing Agreement, (ii) be escrow agent under said Agreement, (iii) comply with the requirements of Section 6045 of the Internal Revenue Code with respect to the transaction contemplated by the foregoing Agreement, and (iv) be bound by said Agreement in the performance of its duties as escrow agent; provided, however, the undersigned shall have no obligations, liability or responsibility under (a) this Consent or otherwise, unless and until said Agreement, fully signed by the parties, has been delivered to the undersigned, or (b) any amendment to said Agreement unless and until the same is accepted by the undersigned in writing.

Dated: _____ [_____]

By: _____

Escrow Officer

LIST OF EXHIBITS

Exhibit “A”

Special Warranty Deed

EXHIBIT "A"

SPECIAL WARRANTY DEED

Return Address

Document Title(s) (or transactions contained therein): Special Warranty Deed
Reference Number(s) of Documents assigned or released: N/A (on page ___ of documents(s))
Grantor(s) (Last name first, then first name and initials): 1. _____ 2. _____ 3. Additional names on page ___ of document.
Grantee(s) (Last name first, then first name and initials): 1. _____ 2. _____ 3. Additional names on page ___ of document.
Legal description (abbreviated: i.e. lot, block, plat or section, township, range) ☒ Full legal is on page ___ of document.
Assessor's Property Tax Parcel/Account Number

SPECIAL WARRANTY DEED

142198-0001/151422418.1

US-DOCS\121154545.1

SPECIAL WARRANTY DEED

Grantor, _____, for and in consideration of Ten Dollars (\$10) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, bargains, sells and conveys to Grantee, _____, all of Grantor's right, title and interest in and to that certain real property, situated in _____ County, Washington, more particularly described on EXHIBIT A attached hereto and incorporated herein by this reference, subject to those matters set forth on EXHIBIT B attached hereto and incorporated herein by this reference. Grantor expressly limits the covenants of this Deed to those expressed herein and excludes all covenants arising or to arise by statutory or other implication, and does hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under Grantor and not otherwise, Grantor will forever warrant and defend the real property described herein. Dated this _____ day of _____, 20__.

By:
Name: _____
Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

This record was acknowledged before me on _____, 20__, by
_____, the _____ of
_____.

(Signature of notary public)

(Title of office)

My commission expires: _____

(Use this space for notarial stamp/seal)

EXHIBIT A
[Legal Description]

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114149-00001
10318088.3
US-DOCS\127609863.1

EXHIBIT B
[Permitted Exceptions]

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