LABOR AGREEMENT BETWEEN

CITY OF KELSO, WASHINGTON

AND

KELSO POLICE BENEFIT

ASSOCIATION

Jan 1, 2013 THROUGH Dec 31, 2016

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AGREEMENT BETWEEN
CITY OF KELSO
AND
KELSO POLICE OFFICERS' ASSOCIATION
January 1, 2013 through December 31, 2016

This agreement is made by and between the City of Kelso, hereinafter referred to as "Employer" and the Kelso Police Benefit Association, hereinafter referred to as "Association."

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

SECTION 1. RECOGNITION. The employer hereby recognizes during the term of this agreement the Kelso Police Benefit Association as the sole and exclusive collective bargaining agent for a unit consisting of all Kelso Police Department Sergeants and Police Officers.

ARTICLE 2 - MANAGEMENT RIGHTS

SECTION 1. MANAGEMENT RIGHTS. Except as expressly limited by the terms of this agreement and the laws of the State of Washington, the Employer retains broad authority to fulfill and implement its responsibilities and may do so by oral or written work rules, existing or future. It is agreed, however, that no work rule will be promulgated or implemented which violates a specific provision of this agreement. These rights include but are not limited to: (By way of example)

A) The right to determine its mission, policies, and to set forth all standards of service offered to the Public;
B) To plan, direct, control, and determine the operations or services to be conducted by employees of the Employer;
C) To determine the methods, means, number of personnel (e.g., total personnel per shift and per equipment) needed to carry out the Department's mission;
D) To direct the working forces;
E) To determine the need for educational courses, training programs, on-the-job training and cross training;
F) To recruit, hire, promote, fill vacancies, transfer, assign and retain employees subject to Civil Service Rules and Regulations;
G) To discipline, suspend, demote, or discharge employees for just cause;
H) To lay-off or relieve employees due to lack of work or funds;
I) To classify jobs and determine the duties to be performed by employees in classifications included in the bargaining unit;
J) To make, publish, and enforce rules and regulations for the efficient operation of the Department;
K) To determine shift business hours and to schedule work;

L) To determine performance standards, including assessment of an employee's ability to perform the job;
M) To introduce new or improved methods, equipment, or facilities;
N) To contract out for goods and non-bargaining unit services;
O) To control the Police Department budget;
P) To take any and all actions as may be necessary to carry out the mission of the employer in situations of civil emergency as may be declared by the Mayor, or City Manager; provided that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this Agreement.

SECTION 2. NOTIFICATION. The Employer agrees to provide thirty (30) days written notice to the Association of any intent to implement a new written policy or to revise a current written policy for the purpose of allowing input on the proposed implementation or change. Implementation or change of a policy may be instituted immediately in the event of an unforeseen emergency involving health or safety subject to review and input within thirty (30) days by the Association.

ARTICLE 3 - ASSOCIATION SECURITY

SECTION 1. ASSOCIATION MEMBERSHIP. It shall be a condition of employment that all employees covered by this agreement who are members of the Association in good standing on the effective date of this agreement shall remain members in good standing. It shall be a condition of employment that all employees to be covered by this agreement and hired on or after its effective date shall, by the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Association. For the purpose of this section, the execution date of this agreement shall be considered as its effective date.

SECTION 2. ASSOCIATION MEMBERSHIP REQUIREMENT AND EMPLOYMENT OF ASSOCIATION MEMBERS. Upon employment of a new employee covered by this agreement, the Employer shall submit to the employee and to the Association a new member notice, identified as Appendix "A" of this agreement and by reference incorporated therein, on the forms furnished by the Association.

The completed forms are to be sent to the Association not later than the first pay period after employment of the new employee. It is understood and agreed that all new employees shall not be required to become members of the Association until thirty (30) days after the date of employment.

SECTION 3. ASSOCIATION DUES. The Employer will deduct from the pay of each employee covered by this agreement all Association membership dues, current and delinquent; lawful assessments; and initiation fees, provided that at the time of such deduction there is in the possession of the Employer a valid Association dues deduction authorization executed by the employee. All deductions shall be transmitted to the Association monthly. The Association dues deduction authorization is attached to this agreement and marked Appendix "A."

SECTION 4. RELIGIOUS OBJECTION. Employees having a bona fide religious objection to the requirement as set out above shall, as an alternative, have the right to pay an amount equivalent to dues and fees to a non-religious or other charitable organization mutually agreed upon as provided by RCW 41.56.122.

ARTICLE 4 - ASSOCIATION ACTIVITY

SECTION 1. POSTING OF NOTICES. The Employer shall allow the Association to post all necessary notices and information relating to Association business on the Employer's premises. The Association shall be responsible to keep all Union postings orderly and neat in appearance.

SECTION 2. ASSOCIATION OFFICIALS' TIME OFF. Association officials who are employees in the bargaining unit (president, executive board member, or member of the negotiation team), shall be granted reasonable time to conduct Association business while on duty, provided the number of employees allowed time off at any one time shall be limited to two (2) and it does not interfere, in the judgment of the Chief, with the necessary operation of the Department.

SECTION 3. ASSOCIATION BUSINESS. Authorized agents of the Association shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes and investigating grievances; provided, that there is no interruption of the Department's working schedule and if possible with prior approval of the Police Chief or designee.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

SECTION 1. REGULAR WORK DAY. Kelso Police Officers and Sergeants are paid on a basis of 2061 hours worked annually. The work period for Patrol shall be ninety-six (96) hours in a seventeen (17) consecutive day work cycle. The first eight (8) days of the work period shall consist of two (2) 12-hour day shifts (0630-1830), one (1) 24-hour period off, followed by two (2) 12-hour night shifts (1830-0630), followed by four (4) days off. The remaining nine (9) days of the work period shall consist of two (2) 12-hour days shifts (0630-1830), one (1) 24-hour period off, followed by two (2) 12-hour night shifts (1830-0630) followed by five (5) days off.

Variations of this schedule for employees in special assignments such as the School Police Officer, Detectives, attendees at the B.L.E.T. Academy, etc. are allowed with management approval so long as the total number of hours worked does not exceed 85 hours in a 14 day work period. A Memorandum of Understanding will outline the School Police Officer's position and alternative work schedule.

SECTION 2. OVERTIME PAY. All time worked in excess of 96 hours in one work period for Patrol, 85 hours in one work period for the School Police Officer, and 80 hours in one work period for Detectives or attendees at the B.L.E.T. Academy, shall be paid at the rate

of one and one-half (1.5) times the employee's base pay. Employees shall have the option of being compensated in overtime pay or accruing compensatory time off at a "time and one-half" rate for all excess hours worked up to a maximum of ninety (90) hours. Compensatory time that exceeds ninety (90) hours shall be converted to overtime pay.

SECTION 3. SCHEDULED DAYS OFF. If an employee is required to work on a regularly scheduled day off, the employee shall be compensated at the same rate as overtime work as described in Section 2 above.

SECTION 4. CALL-BACK TIME. In the event an employee is required to return to duty prior to his next scheduled shift, the employee will be compensated by at least two and one-half (2.5) hours of overtime pay.

SECTION 5. SHIFT ADJUSTMENT. During any shift adjustment, where an employee's scheduled work cycle is altered requiring them to work more than 4 consecutive days, it creates an "extended work week." In such case, the employee shall be granted one day off sometime during that "extended work week." This day off shall be assigned by the Employer with consideration given to maintaining minimum staffing.

SECTION 6. ADVANCED SCHEDULING. The Employer shall make a good faith effort to post the projected work schedule one (1) year in advance.

ARTICLE 6 - SALARIES

Effective January 1, 2013, the base wage for patrol officers and sergeants shall be increased by 2.5% over the 2012 base wage. The salaries contained in Appendix "B" and incorporated hereto shall be the base salary rates for this agreement.

ARTICLE 7 - OFFICER-IN-CHARGE I FIELD TRAINING OFFICER

SECTION 1. O.I.C. COMPENSATION. Whenever a Sergeant is not present to run a patrol shift, the patrol officer with the most seniority on that patrol shift for the day shall be deemed the Officer-In-Charge (O.I.C.) and is responsible for supervisory duties.

If a patrol officer serves as the O.I.C. in the absence of a Sergeant for a minimum of two (2) hours in a shift, he shall be compensated by one (1) hour of vacation leave or one (1) hour of straight time pay per shift. The senior officer may decline to be the O.I.C. (less experience or training) and the assignment of O.I.C. duties given to the next most senior officer on that shift. Officers in special assignments are not eligible for O.I.C. compensation unless they are specifically designated by the unit supervisor as the O.I.C. and the O.I.C. is actively supervising at least two (2) other officers for that full shift.

SECTION 2. F.T.O. COMPENSATION. During the block of time a certified Field Training Officer (F.T.O.) is assigned a student officer, the F.T.O. shall be paid an additional 3% of his base wage to compensate the F.T.O. for the temporary additional duties and responsibilities

involved. This is not intended to create a new rank or "specialty assignment" pay. Management reserves the right to select candidates for F.T.O. training, select F.T.O.s for student assignment, and determine at its discretion both the duration of any such assignment(s) and the duration of a student officer's F.T.O. program.

ARTICLE 8 - LONGEVITY

SECTION 1. AMOUNT OF COMPENSATION. Employees shall receive longevity pay in proportion to the employee's years of service and shall be paid at the following rates:

After 5 years service	2% of base salary
After 10 years service	4% of base salary
After 15 years service	6% of base salary
After 20 years service	8% of base salary

For employees hired after January 1, 1996, the following rate shall apply:

After 5 years service	2% of base salary
After 10 years service	4% of base salary

SECTION 2. DATE OF EMPLOYMENT. For the purpose of longevity pay, the employee's original date of employment shall prevail, even if on the original date of employment, the employee was hired as a temporary employee and later becomes a full-time or permanent employee.

ARTICLE 9 - HOLIDAYS

SECTION 1. HOLIDAYS DEFINED. The following days shall be recognized as designated holidays:

Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

SECTION 2. HOLIDAY PAY. Employees who work on a designated holiday shall be paid at two (2) times their hourly base rate of pay for each hour worked on a holiday shift. Employees who work overtime on a designated holiday shall be paid at one and one-half (1.5) times the holiday rate. (Double-time X 1.5 = triple-time)

Employees scheduled for a regular workday on a designated holiday may request the day off so long as minimum staffing levels are maintained. The Shift Supervisor shall have the discretion to grant or deny the request.

SECTION 3. FLOATING HOLIDAYS. Employees shall be granted eleven (11) floating holidays in addition to the two (2) designated holidays. Employees may use a floating

holiday as a day off rather than working on a regularly-scheduled workday. Employees agree to make a good faith effort to schedule floating holidays on shifts where there remains adequate personnel to ensure minimum staffing. Floating holidays shall be credited to the employee on January 1 of each year for the employee's use and may not be carried over from year to year; provided however, during the employee's first calendar year of employment, floating holidays shall be credited on the basis of one floating holiday for each sixty (60) days of employment.

ARTICLE 10 - VACATIONS

SECTION 1. VACATION LEAVE. Employees shall accrue vacation leave for each month of employment based on the schedule described in Section 2. Employees hired on or before the 15th of the month shall receive credit for the full month. Otherwise, credit will begin accruing on the first day of the month after the date of hire. Vacation leave which is accrued in one month will be credited to the employee on the first day of the following month.

Employees are not eligible to take accrued vacation leave until after six (6) consecutive months of employment. Employees may only use vacation leave that has been credited to them and may not "borrow" from future vacation.

Employees may carryover a maximum of two hundred forty (240) unused vacation hours from one year to the next.

SECTION 2. VACATION SCHEDULE. Employees hired on or before January 1, 1981 shall accrue vacation leave at the following schedule:

Date of Hire	Through	4 years	of service	8.67	hours per month
	After	4 years		9.34	
	After	5 years		10.00	
	After	6 years		10.67	
	After	7 years		11.34	
	After	8 years		12.00	
	After	9 years		12.67	
	After	10 years		13.34	
	After	11 years		14.00	
	After	12 years		14.67	
	After	13 years		15.34	
	After	14 years		16.00	
	After	15 years		16.67	
	After	20 years		18.00	
	After	25 years		20.00	

For employees hired after January 1, 1981, the following schedule shall apply:

Date of Hire	Through	4 years	of service	8.67	hours per month
	After	4 years		9.34	
	After	5 years		10.00	
	After	6 years		10.67	
	After	7 years		11.34	
	After	8 years		12.00	
	After	9 years		12.67	
	After	10 years		13.34	
	After	11 years		14.00	
	After	12 years		14.67	
	After	13 years		15.34	
	After	14 years		16.00	
	After	15 years		16.67	

SECTION 3. SENIORITY. Employees having seniority based on date of employment will be given first priority in scheduling vacations.

SECTION 4. SEVERANCE. In case of death, retirement, termination, or disability, all accumulated vacation leave shall be compensated to the employee or to the estate of the employee.

ARTICLE 11 - LEAVES

SECTION 1. SICK LEAVE. Employees hired on or before 01/01/91 shall accrue sick leave at the rate of one and one half (1-1/2) working days for each completed month of service up to the maximum accumulations listed below. Employees hired after 01/01/91 shall accrue sick leave at a rate of one day for each completed month of service up to the maximum accumulations listed below. Employees shall accrue sick leave for their first month of employment if their employment date is the 15th day of the month or prior and the employee is employed for the balance of that month. After the 15th, the count starts next month.

LEOFF I employees may accumulate sick leave to a maximum of ninety (90) working days.

LEOFF II employees shall have the options of accumulating sick leave to a total of ninety (90) days or to a total of one hundred twenty-six (126) working days.

LEOFF II employees must commit in writing which option they choose during the first two weeks of January following their accumulation of ninety (90) days of sick time. This will be an irrevocable decision and may not be changed at a later date.

After an employee has accumulated the maximum allowable accrual of sick leave, the rate of accumulation shall be one (1) working day for each completed month of service, except; the accrual rate of one and one-half (1-1/2) days per month shall apply to employees hired on or before 01/01/91 whose total sick leave accumulation drops below the maximum sick leave allowed. This accrual rate of one and one-half (1-1/2) days per month shall continue until the maximum accumulation is reached whereupon, the accrual rate shall decrease to one day per month.

SECTION 2. SICK LEAVE BUY-BACK. An employee who has accrued in excess of ninety (90) days or one hundred twenty-six (126) days, if eligible, shall be allowed to trade each block of three (3) days accrued beyond the maximum for either one (1) day of annual leave or one (1) day's pay, at the employee's discretion. This sick leave buyback will be exercised each year during the first two (2) weeks in January. Days or portions of days accrued in excess of those divisible by three (3) shall be carried over to the following year.

Previously uncompensated and accumulated sick leave shall be restored to any employee previously separated from employment by a reduction in force and who is re-employed.

SECTION 3. USE OF SICK LEAVE.

Sick leave is only to be used for the following reasons:

- Illness or injury to the employee which incapacitates the employee to the extent the employee is unable to perform his regular duties or alternate light duties as may be assigned by the Chief of Police or his designee.
- Exposure to a contagious disease that would jeopardize the health of the employee or those around him. This must be verified by a doctor's certificate.
- Illness or injury to the employee's immediate family that requires the attendance of the employee. "Immediate family" is defined as the employee's husband, wife, son, daughter, mother, father, brother, sister, aunt, uncle, grandmother, grandfather, stepson, stepdaughter, grandson, or granddaughter.
- Birth of a child to the employee or the wife of an employee as provided in Appendix D. (Family and Medical Leave.)
- Illness or injury directly related to the employee's job less any amount paid by the State to the employee for time loss for the same period of time as described in Appendix E. (Workers' Compensation Insurance.)

If an employee knows in advance of a medical condition or procedure that will require the use of sick leave, the sick leave must be approved in advance by the employee's supervisor. In the event of an emergency, employees must notify their supervisor as soon as possible at the beginning of the period of illness or physical inability to work.

If an employee is absent due to an illness for three (3) or more consecutive workdays, the Chief of Police may require that the employee provide a statement from the employee's physician. This statement should include the nature of the illness or physical inability to work and the anticipated length of time the employee will be required to be away from work. A doctor's certificate showing fitness for duty may also be required upon the employee's return to work, depending on the individual circumstances.

SECTION 4. FUNERAL LEAVE. In the event of a funeral occurring in the immediate family of an employee, that employee shall be granted emergency leave not to exceed three (3) consecutive days if the funeral occurs within five hundred miles, and not to exceed five (5) consecutive days if the funeral occurs outside of a radius of five hundred miles. "Immediate family" is defined as grandfather, grandmother, father, mother, step relations, father-in-law, mother-in-law, brother, sister, spouse, child or grandchild, significant other and/or any relative living in the employee's household.

SECTION 5. FAMILY LEAVE. Family leave shall be administered in accordance with state and federal laws and as described in Appendix D. (Family and Medical Leave.) Employees shall be required to utilize accrued paid time off (vacation, personal or compensatory time off, and sick leave if a sickness or injury is involved) before any non-paid time off shall be utilized, All leave granted in accordance with state or federal laws whether paid or unpaid shall count against the 12 week periods and each shall run concurrently.

SECTION 6. MILITARY LEAVE. Military Leave shall be administered in accordance with state and federal law as described in Appendix F.

ARTICLE 12 - GROUP INSURANCE

SECTION 1. MEDICAL BENEFITS.

A) Effective January 1, 2014, Employer shall offer the following medical insurance plans for each bargaining unit employee:

   i) AWC HealthFirst High Deductible (HRA/VEBA)
   ii) AWC HealthFirst 500
   iii) Kaiser Foundation HSA-Qualified High Deductible $1,500/$3,000 with $15/$30 prescription coverage (HRA/VEBA)
   iv) Kaiser Foundation Traditional $500 Deductible with $10/$20 prescription coverage (HRA/VEBA as applicable)

B) Employer agrees to pay the full monthly premium for AWC HealthFirst High Deductible and Kaiser HSA-Qualified High Deductible plans for eligible employees, spouses, and dependents. For the years of 2014 and 2015, Employer shall contribute $200.00 each month of employment into a Health Reimbursement Arrangement (HRA)/VEBA account for Employee Only coverage and $400.00 each month of employment into a HRA/VEBA account for Employee plus Spouse and/or Dependent coverage under the High Deductible plan offerings. In 2016, the Employer's HRA/VEBA contributions as described above will be $125.00 each month for Employee Only and $250.00 each month for Employee plus Spouse and/or Dependent coverage under the High Deductible plan offerings.

C) Employer agrees to pay the monthly premium for AWC HealthFirst 500 and Kaiser Traditional $500 Deductible plans up to the respective equivalent coverage category cost of the AWC and Kaiser High Deductible Plan offerings plus $125.00 for Employee Only coverage or $250.00 each month for Employee plus Spouse and/or Dependent coverage. Employee is responsible to pay any remaining monthly premium cost, if applicable.

Employee's portion of the premium shall be deducted monthly. Where the Employer's equivalent cost contribution is greater than the premium for either benefit plan described in this subsection, the difference shall be deposited into the Employee's HRA/VEBA account established for this purpose.

D) Eligible employees and/or their spouses/dependents may choose to opt out of Employer-provided health coverage and receive a monthly Employer contribution to a HRA/VEBA account equal to half of the Employer's premium cost equivalent (which includes the high deductible plan premium plus HRA monthly contribution). The incentive shall be provided for any eligible spouse or dependent(s) opting out of City coverage that result in a premium cost savings to the Employer. An Employee may only opt out if eligible for alternative insurance coverage as defined by the Employer's provider's plan requirements. No more than twenty-five percent (25%) of employees throughout the organization may choose to opt out of Employer-provided coverage. Eligible employees choosing to opt out shall make their requests in writing and will be approved by the Employer's human resources manager on a first-come/first-served basis until the limit is reached.

E) Employees choosing either of the High Deductible plans offered through AWC or Kaiser for the 2014 plan year shall receive an additional Health Reimbursement Allowance (HRA) of up to $1,000 for Employee Only coverage or $2,000 for Employee plus Spouse/Dependent coverage to reimburse eligible out-of-pocket medical co-insurance expenses incurred in 2014 above the applicable deductible ($1,500 or $3,000 respectively). Any unused portion of the additional HRA allowance will not be contributed to the employee's HRA/VEBA account. This section will automatically sunset on 12/31/2014, except as provided in Article 12, Section 1(F) below.

F) If the City provides the additional HRA allowance described in Article 12, Section 1(E) above for non-represented employees in the 2015 and/or 2016 plan year, then the City will extend the allowance in the same amount and manner to the KPA-represented employees covered by this agreement.

SECTION 2. DENTAL and VISION BENEFITS. The employer agrees to pay, during the terms of this agreement, 100% of the premiums for the Oregon Teamsters Trust Fund Dental 6 and Vision 4 plans for all employees and their dependents.

SECTION 3. JOB-RELATED INOCULATIONS. The employer agrees to pay for job-related inoculations for employees covered by this contract. These inoculations include the Hepatitis B series, Hepatitis A, influenza, baseline TB testing, and others as approved by the Chief of Police.

SECTION 4. LIFE INSURANCE. The Employer agrees to provide at no cost to the employee, life insurance in the amount of ten thousand dollars ($10,000) for each employee.

ARTICLE 13 - VACANCIES AND PROMOTIONS

SECTION 1. BILLETS. The Employer and the Association agree that all vacancies and promotions to positions subject to Civil Service jurisdiction will be filled from an established Kelso Civil Service Commission eligibility list obtained by competitive examination. All vacancies, new positions, and promotions to new positions are to be filled as soon as possible after the occurrence of the vacancy.

SECTION 2. PROBATION. Newly hired and promoted employees shall serve a probationary period. All probationary periods commence on the effective date of appointment to the position.

An **entry-level** employee's probationary period shall end six (6) months after successful completion of the Field Training Officer (FTO) Program.

A **lateral-level** employee's probation shall end one (1) year from the hire date.

A **promotional** appointee's probation shall end six (6) months from the date of appointment.

These probationary periods may be extended for a maximum of ninety (90) additional days at the discretion of the Chief of Police.

The Employer shall have no responsibility to re-employ or continue the employment of probationary employees who have not been granted tenured Civil Service status. Such probationary employees may be disciplined or discharged without access to any appeal process established by the Agreement or by Civil Service.

A regular officer on **promotional** probation retains his/her Civil Service rights as a regular officer.

ARTICLE 14 - EDUCATIONAL INCENTIVE

SECTION 1. EDUCATION COMPENSATION. Employees hired prior to 01/01/98 who possess or obtain college education shall receive educational incentive pay added to their base monthly pay according to the following schedule and conditions:

2 year degree equivalency	.34%
2 year college degree	1.13%
4 year college degree	2.27%
Master's degree	2.84%

For an employee hired after January 1, 1989, to draw educational compensation pay, the employee's degree or equivalency must be in a field that is job-related as determined by the Chief of Police. Employees currently receiving educational compensation pay will

continue to do so, but any additional credits that qualify the employee for a higher rate of educational compensation pay must be job-related as approved by the Chief of Police.

Employees hired on or after 01/01/98 who possess or obtain college education shall receive educational incentive pay added to their base monthly pay according to the following schedule:

2 year college degree	1.13%
4 year college degree	2.27%

SECTION 2. TUITION AND BOOKS. The employer shall reimburse the employee for thirty-three and a third percent (33.3%) of the costs of job-related college courses completed by the employee during an approved course of study leading to a baccalaureate or master's degree from an accredited college or university. The maximum level of reimbursement per class or course will be based on current tuition charges for classes at Washington State supported colleges, universities or technical schools as determined by the Employer. This reimbursement pertains only to tuition and books. The employee must complete the course with a grade of the equivalent of 2.7 or better. The Chief of Police must approve the course of study as job-related. The Chief may approve a pass/fail graded course if it does not offer a letter grade and a pass will be accepted for reimbursement purposes.

If an employee who benefits under this section leaves the employ of the City other than by disability leave within four years from his date of employment, he will reimburse the City for any amounts received.

The employee will be reimbursed upon presentation of an official college transcript showing a 2.7 or equivalent or better, or passing grade if the course was an approved pass/fail course and a receipt for the course books. The Employer will reimburse the employee at the in-state resident student's rate or comparable rate of tuition during the next regularly scheduled pay period.

ARTICLE 15 - UNIFORMS AND EQUIPMENT

SECTION 1. UNIFORMS. At the time of hiring, the Employer will provide each new employee the following uniform and equipment items: 2 short-sleeved shirts, 2 long-sleeved shirts, 3 pairs of pants, 1 ballistic vest, 1 jacket, 1 tie, 1 cap, 1 complete set of "web gear" including pistol holster, 1 pair of handcuffs, and 1 expandable baton.

The Employer will also provide specialized uniforms and equipment as required for attendance at the Basic Law Enforcement Training Academy or Equivalency Academy. After successful completion of the probationary period, each employee will receive an annual allowance to perform regular uniform and equipment maintenance and replacement. This allowance will be paid in the Employer's normal January billing cycle. (Paid in February) During the year in which the Employee completes probation, the allowance will be prorated from the end of the first year of employment through the end of the current calendar year. Allowance - 2012 = $775.

Any employee who leaves the department without successfully completing the probationary period shall return all issued uniforms and equipment and is not eligible for uniform allowance. Any employee who leaves the department within 2 1/2 years of the date of hire shall return all issued items of uniforms and equipment to the Employer. Certain issued items of equipment (laser holsters, police radios, etc) remain the property of the Employer and must be returned upon termination of employment.

SECTION 2. UNIFORM CLEANING. The Employer shall provide cleaning for no more than one (1) uniform per week at a cleaning establishment chosen by the Employer.

SECTION 3. DAMAGED EQUIPMENT. The Employer shall replace or reimburse an officer for all items listed as issued in Section 1 above which are damaged or destroyed while the employee is performing duties to which he is assigned. 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. If the employee disagrees with the allowance made, the employee shall be entitled to file a grievance for final determination of the allowability of the claim. If any person responsible for damage of the employee's equipment or clothing is required by any court to pay damages attributable to that individual's actions, the money will be paid to the officer to reimburse for expenses to the extent that he has not been reimbursed by the Employer.

SECTION 4. BALLISTIC VEST REPLACEMENT. The Employer agrees to replace ballistic vests at five-year intervals for all employees. The Employer will select, purchase and issue the vest of its choice, provided, the vest shall be rated at least "3A" level of protection. If an employee wishes to order a vest that is more expensive than the vest provided by the City, the employee must reimburse the City for any actual additional cost.

ARTICLE 16 - RETIREMENT BENEFITS

All regular police officers and police sergeants shall be covered by the Law Enforcement and Fire Fighters Retirement System.

ARTICLE 17 - COPIES OF AGREEMENT

The Employer agrees to produce and supply a copy of this agreement to all employees during the term of this agreement.

ARTICLE 18 - PREVAILING RIGHTS

It is understood and agreed that certain rights and privileges have been prevailing and established by the conduct of the parties and those rights and privileges are included in this agreement and shall remain in full force and effect and be unchanged and unaffected by the terms of this agreement.

It is further agreed that all rules, regulations, and manuals that are inconsistent with this agreement are of no further force and effect and shall be modified accordingly. When necessary, all such documents shall be modified within ninety (90) days after the signing of this agreement.

ARTICLE 19 - ADDITIONAL NEGOTIATIONS

The parties to this agreement agree that all or part of this agreement may be opened for additional negotiations at any time upon the mutual consent of both parties.

ARTICLE 20 - GRIEVANCE PROCEDURE AND ARBITRATION

SECTION 1. A grievance is defined as a dispute between the Employer and the employees over the interpretation or application of any of the specific provisions of this agreement.

SECTION 2. All grievances must be resolved in accordance with the following procedures:

STEP I. All grievances shall, within ten (10) calendar days from the time the complaint arose or should have reasonably been known to exist, be referred in writing to the Chief of Police. The grievance memorandum shall set forth a description of the facts at issue, the contract section allegedly violated, and the remedy requested by the Association.

STEP II. If no response to the grievance is received within ten (10) calendar days, the grievance shall be presented within seven (7) calendar days in writing and to the City Manager. The City Manager shall respond to the grievance in writing within ten (10) calendar days.

STEP III.

A) If the grievance has not been resolved or the parties cannot reach an agreement, either party may, within ten (10) calendar days from the date upon which the City Manager's response was received or was due, refer the grievance to arbitration or the Civil Service Commission by notifying the other party of its intent to appeal the grievance. In the case of disciplinary actions, appealable to the Civil Service Commission and grievable under the terms of this contract, a written election of remedies shall be made after receipt of the Step II response. An employee may elect to either pursue an appeal to the Civil Service Commission or continue with the contractual grievance procedure, but not both. If mutually agreed, time limits will be extended to complete a reasonable investigation before the election of remedies is made. The referral shall be in writing within seven (7) calendar clays of notification that the dispute is submitted for appeal, the Employer and the Association shall attempt to agree on an arbitrator. If no agreement on the arbitrator is reached, the Federal Mediation and Conciliation Service shall be requested to submit a list of seven (7) qualified arbitrators from which the arbitrator shall be selected by the parties alternately striking from the panel until only one remains. First strike shall be determined by the toss of a coin between the Association president and the Chief of Police.

B) The arbitrator shall be requested to render his or her decision within thirty (30) days after the close of the hearing. The arbitrator's decision shall be final and binding, provided that the arbitrator shall have no power to add to, detract from, alter or modify the terms of this agreement. Any decision rendered shall be within the scope of the agreement and shall not change any of its terms or conditions.
C) The power and authority of the arbitrator shall be strictly limited to determining the meaning and the interpretation of the express terms of the agreement as herein explicitly set forth. The arbitrator shall, in his decision, specify whether or not the decision is retroactive, and the effective date thereof. No decision of the arbitrators in one case shall create a basis for retroactive adjustments in another case.
D) The costs of the arbitrator shall be borne equally by the parties.
E) Time limits specified herein may be waived by mutual agreement in writing. Failure of the employer to respond within the prescribed or agreed time limits at any step shall entitle the Association to proceed to the next step. Failure of the Association to respond within the prescribed or agreed time limits shall constitute abandonment of the grievance.

ARTICLE 21 - DISCIPLINE AND DISCHARGE

SECTION 1. INTERNAL DISCIPLINE. In matters of internal discipline, the Employer shall abide by its Internal Discipline Policy, attached as "Appendix C," and incorporated by reference herein.

SECTION 2. DISCHARGE FOR CAUSE. No employee shall be disciplined without just cause. Disciplinary sanctions shall be limited to oral reprimand, written reprimand, demotion, suspension, and discharge, or, with the agreement of the employee, an alternative form of disciplinary sanction. If the City has reason to discipline an employee, it shall be done in a manner least likely to embarrass the employee before other employees or the public.

SECTION 3. EXPUNGEMENT OF DISCIPLINE RECORDS. All records of formal discipline up to and including written reprimands will be expunged from the employee's personnel file after a period of three (3) years, thus this type of discipline is not grievable. However, the expungement or the non-grievability of this type of discipline does not apply to behavior involving criminal conduct or moral turpitude.

ARTICLE 22 - OFF-DUTY EMPLOYMENT

Employees may engage in outside employment during off-duty hours, provided such employment does not: interfere with the efficiency of law enforcement and public safety; conflict with the Employer's published policies and regulations; interfere with the employee's performance of regular police duties; or result in an unusual sick or absence record in the employee's primary police employment.

Because a possible conflict with law enforcement and the public safety mission may arise, no employee may engage in the following outside employment: work in a licensed gambling establishment, in a capacity serving alcohol, or with a bail bond service.

ARTICLE 23 - DRUG-FREE WORKPLACE

The City and the Association recognize that the maintenance of a drug-free workplace is essential to the safety and welfare of the employees. This Article establishes City programs and practices that promote and support a drug-free working environment and bring the City into compliance with the Drug-free Workplace Act of 1988. (Reference as a Police Department Policy Number 10199 which has been agreed upon by the parties and incorporated in this agreement as if set forth in full.)

ARTICLE 24 - TERM, SEPARABILITY, CONSTRUCTION, AND DURATION OF AGREEMENT

SECTION 1. SEPARABILITY CLAUSE. The provisions of this agreement are deemed to be separate to the extent that if and when a court or administrative tribunal judges any provision of this agreement in its application between the Employer and the Association to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this agreement, but such remaining provisions shall continue in full force and effect, provided however, that in the event any provision or provisions are so declared to be in conflict with the law, both parties shall meet immediately for the purpose of renegotiating any agreement on the provision or provisions so invalidated; provided further, that if the parties fail to reach such an agreement, this contract and the remaining provisions thereof shall be and remain in full force and effect. If the judicial or administrative adjudication that any provision of this agreement is in conflict with any law is thereafter reversed, such provision shall, be reinstated with full force and effect from the effective date of such reversal.

SECTION 2. HEADINGS NOT BINDING. The section and paragraph headings used in this agreement were inserted for convenience only, and shall have no bearing on the construction or meaning of this agreement.

SECTION 3. TERM OF THE AGREEMENT. UNLESS OTHERWISE PROVIDED, this agreement shall be from January 1, 2013 to December 31, 2016 and shall remain in full force and effect until a new contract is negotiated.

IN WITNESS WHEREOF, THIS AGREEMENT IS ENTERED INTO ON THIS

_____ DAY OF DECEMBER 2013.

CITY OF KELSO

BY: _____

Mayor

BY: _____

City Manager

KELSO POLICE ASSOCIATION

BY: _____

President

BY: _____

Member

Attested To Form:

BY: _____

City Attorney

Attest:

_____

APPENDIX A. ASSOCIATION DUES DEDUCTION AUTHORIZATION

I acknowledge that as a condition of my employment with the City of Kelso, and as a member of the Police Department, I will join the Kelso Police Officers' Association within thirty (30) days of my first employment. I authorize and request the employer to deduct from my pay during the life of the current agreement between the Employer and the Association, the regular initiation fee and regular monthly dues, and to forward these amounts to the Kelso Police Officers' Association.

This assignment shall remain in effect during the term of the current agreement or any extension thereof, so long as I remain an employee of the City of Kelso.

Signature _____

Type or print name of employee Street

Address City / State / zip

Date of Signature

Date of Employment

APPENDIX B BASE SALARY SCHEDULE

Effective January 1, 2013, the following monthly base salary schedule shall apply:

Class	Position Title	Entry 80%	1 Year 85%	2 Year 90%	3 Year 95%	4 Year Control	Merit
P16	Sergeant	4,973	5,284	5,594	5,906	6,217	6,527
P12	Police Officer	4,400	4,675	4,950	5,225	5,500	0
P12	Police Officer Training	4,336	4,606	4,877	5,149	5,419	0

Effective January 1, 2014, the monthly base salaries shall be increased three percent (3%) above the amounts set forth in the table above.

Effective January 1, 2015, the monthly base salaries shall be increased three percent (3%) above the 2014 salary adjustment.

Effective January 1, 2016, the monthly base salaries shall be increased three percent (3%) above the 2015 salary adjustment.

Employees covered by this agreement shall receive step increases on the anniversary date of employment or on the anniversary date of promotion to a higher rank.

A newly hired employee will be deemed to be in a "training status" from his hiring date until such time as he successfully completes his Field Training Program as determined by the Chief of Police. For that period, he shall receive pay at a 1.5% reduction of his initial hiring base wage.

APPENDIX C. INTERNAL DISCIPLINE POLICY

Properly administered internal discipline within the Kelso Police Department is necessary to fulfill our law enforcement mission and to achieve the high morale that can only derive from the respect of a community that has confidence in the responsibility of their police. It is therefore necessary to implement a procedure wherein the public will be assured of a thorough inquiry into complaints against the integrity or official acts of police employees, which will provide the factual basis for fair and reasoned personnel action and which will protect those same employees from false or, frivolous complaints.

COMPLAINTS - SUFFICIENCY INITIATION - REVIEW

Sufficiency of a Complaint

A) Any complaint that is based upon a disagreement in judgment, attitude, or other concern of a supervisory nature will be resolved by review via the chain of command.
B) A complaint that an employee has violated a law or a department regulation, which is supported by reasonable cause to believe that the violation may have occurred as alleged is a complaint sufficient for investigation and may be addressed by either supervisory review or an internal investigation depending upon the totality of the circumstances disclosed on the face of the complaint.
C) Whenever a Kelso Police Officer or Reserve Officer either kills or gravely injures another person in the line of duty, an internal investigation will be immediately initiated to ascertain the facts thereof.

Initiation of a Complaint

A) The process of receiving and investigating complaints against employees will be initiated by the completion of a complaint in the format specified by the Chief of Police or his designee.

Complaints may be received from:

A) Any person may initiate a complaint against an employee by completing the statement form available from the supervisor or commander of the employee against whom the complaint is made, or from the Chief of Police. Any person who wishes to file a complaint will be provided full access to the complaint process and will not be intentionally intimidated or discouraged from proceeding.
B) Employees must report known violations of law or department policies, rules, and regulations by other department employees. Such reports will be made on the statement form and be accompanied by all available supportive material.
C) Anonymous complaints will be received and will be immediately reported on the statement form as completely as possible. Although anonymous complaints will necessarily be given less weight than those made by identified sources, they cannot be ignored and must be reviewed for sufficiency and acted upon where found to be sufficient.

D) All completed complaint forms, regardless of source, will be placed in an envelope, immediately sealed by the complainant or employee receiving the complaint, and referred to the Division Commander of the subject employee for preliminary review. Unless the complaint alleges criminal conduct, or the complaint is from another employee of the Department, the subject employee will be provided with a copy of the complaint within a reasonable time after the Chief of Police is made aware of the complaint.

Review of a Complaint

The Division Commander of the subject employee will review the complaint for sufficiency and will either refer it to the employee's supervisor for review via chain of command for consideration its sufficiency as the basis of an internal investigation.

INVESTIGATION - CHAIN OF COMMAND REVIEW – INTERNAL

Chain of Command Review (Supervisory Inquiry)

A) The purpose of a supervisory inquiry will be to determine the facts of apparent or alleged conduct by an employee that affects the efficient performance of duty and/or the efficient functioning of the department. Such inquiries are to be instructive and/or corrective in nature and will be:

1. Sufficiently thorough to collect all relevant facts.
2. Brought to a timely conclusion without unwarranted delay.
3. Discussed with the employee who is the subject of the inquiry.

B) If the facts and/or discussion are such as to relieve any supervisory concern, the matter will be dismissed with no department record thereof being further maintained.

C) If the facts and/or discussion are such as to establish a basis for further supervisory concern, the matter will be acted upon according to:

1. The prior discipline history of the employee.
2. The severity of the circumstances.

D) The supervisor's authority to initiate and implement disciplinary action in response to complaints subject to chain of command review is limited to:

1. Verbal admonishment.
2. Written reprimand.
3. Temporary suspension.

E) The disciplined employee may appeal a written reprimand or suspension to the next successive level of command and in no event shall a written entry in an employee's personnel file be made without the approval of the Chief of Police.

INVESTIGATIVE BODY - GENERAL INVESTIGATION RESPONSIBILITIES - OTHER DUTIES

General Investigative Responsibilities

Upon receipt of an order from the Chief of Police to conduct an internal investigation, his designee will:

A) Select and assign officers to conduct the investigation with special attention to their training, experience, and current assignment.
B) Monitor and direct each investigation's progress to a competent conclusion in accordance with all existing laws, regulations, policies and procedures, and current bargaining agreement.
C) Prepare a written report of the completed investigation including all Available statements and evidence to support a finding.
D) Present the Chief of Police with the completed investigative report, supporting documentation, and recommend finding(s) for disposition that are supported by the evidence developed from the investigation.
E) The employee's direct supervisor will not be selected to conduct an internal investigation.
F) The Investigative Body will be availed of the services of the City Attorney throughout the conduct of the internal investigations.

CONDUCT OF INTERNAL INVESTIGATIONS

Investigations are to be conducted in an impartial manner with neither favoritism nor prejudice to any party, in order to objectively determine whether a complaint is supported by the facts. All employees are required to completely cooperate in an internal investigation.

The Requirements of the Garrity Rule:

Garrity requires that before a law enforcement agency disciplines an officer for refusing to answer questions, the agency must:

A) Order the officer to answer questions,
B) Ask questions which are specifically, directly, and narrowly related to the officer's duties or the officer's fitness for duty,
C) Advise the officer that the answers to the questions will not be used against the officer in criminal proceedings.
D) Advise the officer that the refusal to answer appropriate questions may result in discipline for insubordination.

Interviews of Employees

If the employee is or becomes suspected of a criminal violation, the internal investigation as such will cease and an investigation of criminal conduct will proceed. The employee will thereupon be advised of his constitutional rights and afforded immediate opportunity to obtain counsel before being asked to give a statement

regarding his actions. Invocation of any constitutional right by an employee having been advised thereof shall not be regarded as failure to cooperate in the internal investigation.

A) In all investigations of suspected violations of department regulations wherein criminal charges are not contemplated, the employee to be interviewed will be advised at the start of the interview in writing of:

1. The nature of the investigation.
2. His part (suspect, witness, other) in the investigation as it is then known to the investigators. That the employee has the right to a reasonable delay in the commencement of the interview, for the purpose of obtaining the employee's Association representative.
3. That a failure to fully cooperate by truthfully answering of all questions specifically and directly related to the matter under investigation and/or by providing investigators with all potentially relevant information, will result in disciplinary action which may include discharge from the department.
4. That if the employee who is the subject of an internal investigation believes that the investigation may result in discipline, the employee may request and obtain the presence of an Association representative or Association attorney during the investigatory interview. Failure to obtain a union representative is not an acceptable basis for unreasonably delaying an investigative interview.
5. That he has the right to name witnesses to be interviewed by the investigating officers.
6. That either party may request to tape record all interviews.
7. That he has the right to reasonable breaks during the interview.
8. That statements made to the investigator during an internal investigation:
    a. Will become part of the investigative file for the use of the Chief of Police only and be subject to all legal protection available as a private, confidential and privileged communication; and
    b. Will not be related by the investigator to other witnesses / interviewees not involved in the internal investigation; and
    c. Will not be communicated to any person by the witness / interviewee except to his union representative.
    d. That the referral of the summary of facts and findings to the subject employee's supervisor, commander and supervisor shall not constitute a breach of any privilege, privacy or confidentiality.
    e. That should the subject employee choose to appeal the resulting personnel or disciplinary action and thus put at issue the merits of that action, statements given and persons involved in the internal investigation may be asked by the department or the subject employee to give shown testimony regarding their involvement in the investigation.
    f. That the investigation must be completed within 30 days of its initiation, unless it is deemed unreasonable by the Chief of Police to conclude within that time.

Relief from Duty Pending or During Investigation

A) When a complaint against an employee contains an allegation of serious malfeasance, misfeasance or criminal activity which is supported by reasonable cause to believe that it might be substantiated, an immediate temporary relief from duty may be ordered in the best interests of either the employee or the department and the employee will:

1. Be relieved of duty by a supervisory or command officer and ordered toreport to the Chief of Police or his designee on the next business day at 1100 hours.
2. The Chief of Police will thereafter authorize a continuation of the temporary relief from duty, order suspension or order the employee's return to duty. An employee on temporary relief from duty will be compensated at the employee's regular rate of salary.

B) Whenever an employee is arrested by this department, he will thereupon be suspended until a court disposition is reached.

1. An employee suspended from duty will not receive compensation unless the employee is subsequently exonerated, at which time he will be reimbursed at the employee's regular rate of salary.

C) In the event of an employee's arrest by another law enforcement agency, a concurrent investigation will be made by this department and a decision upon whether or not to temporarily relieve or suspend the employee until a court decision is reached will be made by the Chief of Police in consideration of the facts determined by the departmental inquiry.

D) In lieu of temporary relief from duty or suspension, and depending upon the particular circumstances or any incident or complaint under investigation, the Chief of Police may temporarily reassign an employee to alternative police duties within the department with no change in pay.

E) If the Department decides to suspend without pay or terminate an employee, the Employer shall first provide notice and a hearing prior to the suspension or termination. The hearing will provide the employee, at a minimum, a chance to respond to the allegation supporting the suspension or termination.

DISPOSITION OF AN INVESTIGATION - DISCIPLINARY ACTION

Determination

A) The Chief of Police will review the completed investigation, consider the recommended finding(s) of the Investigative Body, and make a final determination based upon the facts of the case as to whether the complaint is:

1. Unfounded – the complaint was false or not factual.
2. Non-sustained – there is insufficient evidence to either prove or disprove the allegation.
3. Sustained – the allegation is supported by sufficient evidence.

4. Other misconduct – the evidence supports findings of violations other than those alleged in the original complaint.

B) If the Chief of Police determines that the complaint is either unfounded, not-sustained or that the alleged conduct occurred but was lawful and proper, the employee shall be exonerated.

C) If the Chief of Police determines that the complaint was sustained or that other misconduct was disclosed by the investigation, appropriate disciplinary or other personnel action may be taken.

D) If a complaint is determined to be false and the evidence indicates that it was made in an attempt to wrongfully damage the employee, the employee will be provided with all lawful assistance, consistent with city and departmental policy I procedure / regulation, in his pursuit of civil redress against the complainant.

Disciplinary Action - Recommendation - Imposition - Notice

Upon determination of a sustained or other misconduct disposition, the Chief of Police will:

A) Refer the summary of facts and finding(s) of the investigation to the employee's respective supervisor for a recommendation of disciplinary action. That recommendation is to be initiated by the employee's commander, and forwarded to the supervisor for final recommendation to the Chief of Police.

B) Decide upon an appropriate level of disciplinary action in consideration of the seriousness of the violation, the recommendations of the employees' supervisors and commanders, the employee's past record of conduct and performance, individual circumstances, and past practice in similar incidents.

C) Enter the finding(s) and notice of disciplinary action in the employee's personnel file.

D) Notify the employee of the disciplinary action in writing and require his endorsement of receipt.

E) Advise the employee of the available appeal process in writing and the time limited thereupon.

F) Circulate copies of the notice to the Secretary-Chief Examiner of the Civil Service Commission and the City Manager.

G) In the event of an internal investigation has resulted in a criminal charge against an employee being filed by the City of Kelso or being presented by this department to the County Prosecutor for filing, the employee may be subject to disciplinary action up to and including termination upon:

1. Being found guilty following the completion of a misdemeanor trial; or
2. Being found guilty following the completion of a misdemeanor trial, unless additional evidence produced at trial causes the findings of the internal investigation to be reconsidered; or
3. The filing of a felony charge by the prosecuting attorney.

H) Should a criminal charge be filed against an employee by another jurisdiction or law enforcement agency, the findings of this department's concurrent investigation will determine whether or not any disciplinary or other personnel action will be taken by this department.

In cases of termination the employee is entitled to an in-person hearing as part of due process. The hearing will be conducted by the Chief of Police or his designee.

EXTRA-DEPARTMENTAL COMMUNICATIONS

Response to extra-departmental inquiries regarding discipline will be made according to the following limitations:

A) If an employee is subjected to disciplinary action of lesser severity than termination, no response will be made.

B) If an employee is terminated for other than being charged or convicted of a crime, response will be limited to the information contained in the executive order of termination.

C) If an employee is terminated for being charged or convicted of a crime, response may be made and must be in accord with Bar-Bench-Press Principles and Guidelines and the Washington Records Privacy Act (Chapter 10.97).

APPENDIX D. FAMILY AND MEDICAL LEAVE

Employees who have been employed by the City for at least one year and who have worked at least 1250 hours during the prior 12 months, are entitled to 12 work weeks of unpaid leave during any 12-month period. The twelve (12) month period is defined as a "rolling twelve (12) months" which starts on the first day on which the employee takes an FMLA leave, and continues for twelve (12) months from that date. FMLA can be taken for one or more of the following reasons:

1. To care for the employee's newborn, newly adopted child, or newly placed foster child.

2. To care for self, if the employee has a serious health condition that makes the employee unable to perform the essential functions of his or her position.

3. To care for the employee's spouse, registered domestic partner, child or parent who has a serious health condition. A "child" includes biological, adopted, foster, and step-, children under the age of 18, or children 18 or older if the older child is incapable of self-care because of a mental or physical disability.

4. For a "qualifying exigency" arising out of the fact that the employee's spouse, registered domestic partner, son, daughter, or parent is a covered military member (including those in the regular Armed Forces, the National Guard or the Reserves) who is on active duty, or has been notified of an impending call to active duty. Qualifying exigencies are generally activities related to the active duty or call of duty, including attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings.

5. An eligible employee may also take up to twenty-six (26) weeks of leave during a single twelve (12) month period to care for an injured service member who is the employee's spouse, registered domestic partner, parent, child or next of kin. A covered service member is a current member of the Armed Forces, including National Guard or Reserves members, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his/her duties for which the service member is undergoing medical treatment, recuperation or therapy; or is in outpatient status; or is on the temporary disability retired list. A covered service member may also be a veteran who was a member of the Armed Forces any time during the five years preceding his/her need for medical treatment, recuperation or therapy for a serious injury or illness, where the injury or illness was incurred or aggravated in the line of duty. For purposes of this kind of leave, the twelve (12) month period begins with the first day the employee takes leave. The combined total of leave for all purposes described in this policy may not exceed twenty-six (26) weeks in the applicable leave year.

A "serious health condition" is generally defined as an illness, injury, impairment, or physical or mental condition that involves inpatient hospital care or continuing treatment by a health care provider. Legal guidelines defining a serious health condition contain examples and much more detail than can be provided here. If you have questions or need additional information, please see the City Manager.

If both a husband and wife are employed by the City, they are together entitled to a total combined leave of 12 work weeks in 12 months if the leave is taken for the birth or adoption of a child, of a foster child, or to care for a parent. Family leave for birth or adoption must be completed within 12 months of the date of the birth or placement for adoption.

Generally, employees are required to use any available paid vacation, comp time, and sick leave as part of the 12-week leave. However, in the case of leave due to birth or adoption (#1 and #2 above), an employee may choose, but is not required to use available paid sick leave prior to taking the leave without pay.

If the leave is foreseeable, the employee must advise his / her Department Head, in writing, at least 30 days in advance of the anticipated starting date of the leave and make a reasonable effort to schedule the leave or required treatments so as not to unduly disrupt operations.

Employees requesting leave for medical reasons must provide certification of a serious health condition from a physician or licensed health care provider. The certification must include the date on which the serious health condition in question began, the probable duration of the condition, appropriate medical facts regarding the condition, a statement that the employee is unable to perform his or her job functions, or a statement that the employee is needed to care for a spouse, parent, or child, along with an estimate of the time required. The City may require employees to obtain a second opinion. Second opinions will be paid for by the City.

Employees who return from family leave will be reinstated to the same position held when the leave commenced or to a position with equivalent benefits, pay, and other terms and conditions of employment.

Vacation and sick leave benefits will not accrue during the leave if the leave is longer than 20 consecutive days. An employee on leave will not lose any benefits which accrued before the start of the leave, except for benefits which are used as part of the leave, as noted above.

During the leave, the City will maintain coverage under the group health plan at the same level and under the same conditions as if the employee had continued in employment. If the employee does not return to work after conclusion of family leave, he or she may be responsible for reimbursing the City for any premiums paid during the leave period.

Required premium payments, if any, must be made by the employee no later than the first of the month for coverage for that month. If payment is not received within 30 days, coverage may be canceled.

If an employee allows coverage under the group health plan to lapse, the employee will be reinstated to the plan upon returning from the leave without having to satisfy waiting periods,

Family leave to care for a spouse, child, parent, or self may be intermittent if medically necessary. Leave for birth or adoption may not be intermittent.

All time off that meets the criteria described above, including time off because of on-the-job injuries (Workers' Compensation), will be classified as Family and Medical Leave.

APPENDIX E. WORKERS' COMPENSATION INSURANCE

All employees (except LEOFF-I employees) are covered while on the job by Workers' Compensation Insurance. This insurance provides coverage for you if you suffer an occupational illness or injury at work. Eligibility and payments for medical expenses and lost time are determined by state law. The City pays the entire premium for workers compensation insurance.

Employees may use accumulated sick leave to make up the difference between the employee's regular salary or wage and the amount of time loss payments received from the State Department of Labor and Industries. It is the employee's responsibility to inform the city Finance Department if he/she has received a time loss payment from the Department of Labor and Industries (L&I).

APPENDIX F. MILITARY LEAVE

Employees who are ordered to attend annual military reserve training or other short-term active military duty shall be entitled to up to twenty-one (21) workdays per year or any greater period required by law, for performing ordered active duty training or active duty.

This shall be in addition to any vacation or sick leave to which the employee is otherwise entitled. Employees must provide a copy of their military orders upon request.

Reservists are entitled to re-employment as provided under federal and state law.

In the event an employee volunteers (rather than being ordered) to participate in a military training opportunity, the time may be treated as either discretionary leave (vacation, comp time, floating holiday) or as a leave of absence by the City.

An employee who enters the state or federal armed services for an extended tour of duty is eligible for an extended military leave of absence, which may continue for up to five years, unless otherwise provided under state or federal law. Employees will receive all accrued vacation pay when their extended military leave begins. Any insurance benefits will end on the last day of the month in which the extended military leave begins. An employee who leaves work to serve in the military is entitled to reemployment as provided under state and federal laws.

The City will continue group medical insurance for employees on military leaves of absence until the first of the month following 30 days. After that time, employees may continue their health insurance at their own expense through the COBRA continuation program. Contact the Finance Director for more information about this program.