

Approved by RES 2011-12  
February 28, 2011

**COLLECTIVE BARGAINING AGREEMENT**  
**By and Between**  
**CITY OF SUNNYSIDE**  
**and**  
**SUNNYSIDE POLICE OFFICER GUILD**

**January 1, 2010 – December 31, 2012**

**ORIGINAL**

**TABLE OF CONTENTS**

**ARTICLE 1 – PREAMBLE ..... 3**

**ARTICLE 2 – RECOGNITION AND BARGAINING UNIT ..... 3**

**ARTICLE 3 – GUILD SECURITY AND DUES CHECK-OFF..... 3**

**ARTICLE 4 – MANAGEMENT RIGHTS ..... 4**

**ARTICLE 5 – GUILD RIGHTS ..... 5**

**ARTICLE 6 – DEFINITION OF EMPLOYEES ..... 5**

**ARTICLE 7 – SENIORITY AND LAYOFF ..... 5**

**ARTICLE 8 – SICK LEAVE..... 6**

**ARTICLE 9 – TERMINATION OF EMPLOYMENT ..... 10**

**ARTICLE 10 – JURY DUTY..... 11**

**ARTICLE 11 – VACATIONS..... 12**

**ARTICLE 12 – CLOTHING ALLOWANCE AND CLEANING ..... 12**

**ARTICLE 13 – HOURS OF WORK AND OVERTIME ..... 13**

**ARTICLE 14 – COMPENSATION SCHEDULE ..... 15**

**ARTICLE 15 – HEALTH CARE BENEFIT PLANS ..... 16**

**ARTICLE 17 – EMPLOYEE DISCIPLINE/TERMINATION ..... 19**

**ARTICLE 18 – GRIEVANCE AND ARBITRATION PROCEDURE..... 20**

**ARTICLE 19 – ANTI-DISCRIMINATION..... 22**

**ARTICLE 20 – GENERAL PROVISIONS – MISCELLANEOUS ..... 23**

**ARTICLE 21 – BEREAVEMENT LEAVE ..... 24**

**ARTICLE 22 – SAVINGS CLAUSE ..... 25**

**ARTICLE 23 – TERM OF AGREEMENT ..... 25**

**APPENDIX "A" -- Wage Schedule ..... 26**

**APPENDIX "B" -- Random Drug Testing Policy ..... 28**

**APPENDIX "C" – Fitness Standards, Testing & Premium Pay ..... 33**

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**January 1, 2010– December 31, 2012**

**ARTICLE 1 – PREAMBLE**

This Agreement is made and entered into by and between the CITY OF SUNNYSIDE, Washington, hereafter called the "Employer," and the SUNNYSIDE POLICE OFFICERS GUILD, hereinafter referred to as the "Guild," for the purpose of fixing the scale of wages, schedule of hours, and working conditions affecting the employees.

**ARTICLE 2 – RECOGNITION AND BARGAINING UNIT**

The Employer recognizes the Guild as the exclusive bargaining agent for all regular full-time and regular part-time uniformed police officers (as defined in RCW 41.56.030) of the City of Sunnyside Police Department, excluding Supervisors, Confidential Employees, Police Reserve Officers, Correction Officers, Dispatchers, Data Entry Clerks, Receptionists, all other employees of the City of Sunnyside, and any other volunteers such as Explorer Scouts and others.

**ARTICLE 3 – GUILD SECURITY AND DUES CHECK-OFF**

3.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement shall, on or before the thirtieth (30<sup>th</sup>) calendar day following the beginning of such employment, or the execution date of this Agreement, whichever is later, join the Guild; or agree to pay to the Guild the sum equal to the regular initiation fee and regular monthly dues commencing on or before the thirtieth (30<sup>th</sup>) calendar day following the beginning of such employment, or the execution date of this Agreement, whichever is later.

3.2 If an employee covered by this Agreement has an objection or is forbidden, based upon bona fide religious tenet or teaching of a church or religion to which he belongs, such employee shall pay an amount of money equivalent to the regular Guild initiation fees and regular Guild dues to a non-religious charity, or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular fees and monthly dues. Should an employee exercise this option, the Guild and the employee may enter into an agreement to provide for a division of costs incurred, should the employee request the Guild's assistance in pursuing a grievance on the employee's behalf.

3.3 The Guild agrees to represent all employees within the bargaining unit without regard to Guild membership.

3.4 When an employee fails to fulfill the obligation as set forth in this Article, the Guild shall provide the employee and the Employer with thirty (30) calendar days' notification of the Guild's intent to initiate discharge action and during this period the employee may make restitution in the amount which is overdue. If an employee has not fulfilled the Guild membership obligation and/or other provisions as described in this Article by the end of the applicable discharge notification period, the Guild may thereafter notify the Employer in writing, with a copy to the affected employee, of such employee's failure to abide by this

Article. In this written notice, the Guild may specifically request discharge of the employee for failure to abide by the terms of the collective bargaining agreement between the City and the Guild.

3.5 When the Employer hires a new employee, the Employer shall, within fourteen (14) calendar days of the date of employment, notify the Guild in writing, giving the name, social security number, hire date, address and classification of the employee hired.

3.6 When provided a "Voluntary Check-off" authorization, in the form furnished by the Guild and signed by the employee, the Employer agrees to deduct from that employee's pay, the Guild's regular initiation fee and/or dues, as prescribed in the "Voluntary Check-off" form. The full amount of monies so deducted by the Employer shall be promptly forwarded to the Guild by check, along with an alphabetized list showing names and amounts deducted from each employee.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

4.1 The Guild recognizes the exclusive rights and prerogatives of the Employer to make and implement decisions without any negotiations about the decisions and effects to the operation and management of the Police Department ("Department"). These exclusive rights and prerogatives are as follows:

4.1.1 To establish the qualifications for employment and to employ employees;

4.1.2 To establish the makeup of the Department's workforce and to make changes from time to time, including the number and kinds of classifications, and direct the workforce towards the organizational goals established by the Employer;

4.1.3 To operate, utilize and assign any Reserve Police Officers and Reserve Police operations, qualifications, staffing levels, assignments and working conditions;

4.1.4 To determine the Employer's mission, policies, and all standards of service offered to the public;

4.1.5 To plan, direct, schedule, control and determine the operations or services to be conducted by the employees of the Department and the Employer;

4.1.6 To determine the means, methods and number of personnel needed to carry out Departmental operations and services;

4.1.7 To approve and schedule all vacations and other employee leaves;

4.1.8 To hire and assign or transfer employees within the Department or Department-related functions;

4.1.9 To introduce and use new or improved methods, equipment or facilities;

4.1.10 To assign work to, and schedule employees;

4.1.11 To take whatever action necessary to carry out the mission of the Employer in emergencies;

4.1.12 To determine the Department budget at all times;

4.1.13 To lay off employees as deemed necessary by the Employer. If and when the Employer decides to lay off employees, the process shall conform to Section 7.6.

## **ARTICLE 5 – GUILD RIGHTS**

5.1 Except as provided in Article 4, the Guild does not waive any right the Guild has under applicable state laws, including but limited to, the right to require the City to bargain collectively concerning any subject matter held by state laws to be a mandatory subject of bargaining which is not otherwise covered by this Agreement; or effects bargaining regarding topics that are held by state laws to be permissive topics of bargaining which are not otherwise covered by this Agreement. Topics which are otherwise covered by this Agreement are inclusive of management rights above and any other contract provisions authorizing action by the Employer.

## **ARTICLE 6 – DEFINITION OF EMPLOYEES**

6.1 Regular Full-time Employee. A regular full-time employee is one who has been appointed by the appointing authority of the City, has successfully completed his probationary period, is employed on a regular basis, is paid per the attached salary schedule for the type of work performed. A regular full-time employee is entitled to accrue all benefits and conditions of this Agreement.

6.2 Volunteers and Reserves. Volunteers and Reserve and Explorer Scouts are not employees of the Employer, and are not members of the bargaining unit, and are not entitled to, nor subject to, any of the benefits, conditions or provisions of this Agreement. The Employer has an established past practice of using volunteers, reserves, Explorer Scouts, inmate trustees and court-ordered community service providers, to perform tasks and projects under the supervision of the Employer.

6.3 Probationary Employee. A probationary employee is one who is appointed by the appointing authority of the Employer, but has not completed the probationary period as defined in Section 6.4. A probationary employee is subject to termination without just cause and without any recourse whatsoever. Such termination of a probationary employee during the probationary period by the Employer is not grievable under this Agreement, either by the Guild or the employee.

6.4 Probationary Period. The probationary period for new hires is twelve (12) months, after successful completion of the basic academy. The probationary period for promotion is twelve (12) months.

## **ARTICLE 7 – SENIORITY AND LAYOFF**

7.1 Seniority Established. An employee shall establish seniority when he becomes a regular employee of the Employer. An employee who acquires seniority status shall be considered to have acquired such status upon the first date of employment or the end of the last break in service, whichever is the latter.

7.2 Date of Seniority. During the period of time before an employee is assigned status as a regular employee, he shall be considered a probationary employee and seniority will not apply. After the employee is assigned regular status in accordance with Section 6.1, the employee's name shall then appear on the appropriate seniority list as the first date of

employment. The first date of employment shall be used for the purposes of calculating vacation, advancement, stability pay and sick leave for which the employee is entitled.

7.3 Break in Seniority. The seniority of an employee shall be considered broken, all rights forfeited, and there is no obligation under this Agreement to rehire when the employee:

7.3.1 Voluntarily leaves the employ of the Employer;

7.3.2 Is discharged for just cause;

7.3.3 Is laid off due to lack of work or for budgetary reasons for more than thirteen (13) consecutive calendar months;

7.3.4 Is absent from work because of non-occupational illness or injury not to exceed twelve (12) consecutive calendar months, unless extended by the Employer;

7.3.5 Is absent from work because of occupational illness or injury not to exceed eighteen (18) consecutive calendar months, unless extended by the Employer;

7.3.6 Leaves the bargaining unit to accept a position with the Employer outside the bargaining unit (Exception: During the probationary period of a promotional appointment, including any extension of said promotional appointment probationary period, the appointee has a right of transferring back, without loss of seniority, to the position held at the time of his promotional appointment);

7.3.7 Fails to return to work upon recall from layoff within seven (7) calendar days after receipt of written notice from the Employer at his last known address appearing on the Employer's records.

7.4 There shall be no deduction from continuous service for any time lost which does not constitute a break of service as set forth herein.

7.5 Regular Appointment. In cases where two (2) or more employees become regular on the same date, the position on the applicable Civil Service eligibility list shall establish priority for that particular position on the seniority list.

7.6 Layoff – Recall. The Employer has the right to determine whether or not to proceed with layoffs. If the Employer determines that layoff should occur in any classification, the last employee hired in that classification shall be the first laid off; on returning employees to work in any such situation, the last employee laid off shall be the first rehired, provided the employee is qualified to perform the duties of the position. Employees who are laid off shall be placed on a recall list for no more than twelve (12) consecutive calendar months.

7.7 In the event of a layoff, the City agrees to provide the employees a minimum of thirty (30) days written notice. This shall not apply to discharges carried out under Article 17.

## **ARTICLE 8 – SICK LEAVE**

8.1 Sick Leave – Definition – Accrual.

8.1.1 It is understood that sick leave is solely for the purpose of illness or injury when the employee is unable or unfit to report to duty as defined herein. A doctor's

certificate may be required by the Chief of Police at his discretion.

8.1.2 Such sick leave shall accrue at the rate of eight (8) hours per month for eight (8) hour employees from the first day of employment and unused sick leave may accrue to a maximum of nine hundred sixty (960) hours. Employees who work on less than a full-time basis (less than forty (40) hours per week) shall accrue sick leave on a pro-rata basis, based on full-time sick leave accrual rates as shown above. Sick leave accrual for ten (10) and twelve (12) hour shift personnel will be ten (10) and twelve (12) hours per month, respectively.

8.1.3 No sick leave shall accrue during a leave of absence without pay .

8.1.4 No temporary employee shall be eligible for sick leave.

## 8.2 Usage.

8.2.1 All regular full-time employees shall be entitled to sick leave with pay at the employee's regular rates when they are incapacitated for the performance of their duties by reason of sickness or injury resulting from causes beyond the employee's control or when, through exposure to contagious diseases, the presence of the employee at his post or duty will jeopardize the health of others. Notification of absence on account of illness shall be provided to the Chief or his designee prior to the start of the employee's assigned shift on the first day of absence and each continuing day of absence. Failure to notify the Chief or his designee prior to anticipatable use of sick leave or on the first day of absence and each day thereafter may constitute cause for disciplinary action and loss of leave at the discretion of the Chief of Police.

Whenever an employee is on paid vacation and becomes disabled or ill during that period, the employee may charge this absence to the employee's sick leave account by sending notice of sickness or disability and a doctor's certificate verifying the same to the Chief of Police or his designee. Remaining vacation shall then be deferred.

### 8.2.3 Family Leaves.

A. Emergency Family Leave. In the event of death or serious illness of a member of the employee's immediate family, an employee may, with the approval of the Chief of Police or his designee, be absent from work not more than five (5) consecutive days on any one occasion. Such absence shall be charged against the employee's sick leave credit, if any is available. In the event that there is no remaining sick leave available, the Employer may, at the discretion of the Chief of Police, following the request of the employee, grant leave without pay in such circumstances. "Employee's immediate family" is herein defined and shall include only: spouse, parent, children, stepchildren (living in the household), brother and sister, father-in-law, mother-in-law, grandparents, and grandchildren.

B. Leave to Care for Family Members. A regular full-time and regular part-time employee may use any or all of the employee's choice of sick leave or other accrued paid leave to care for (a) a child of the employee with a health condition that requires treatment or supervision; or (b) a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition. An employee may not take advance leave until it has been earned. An employee desiring to use sick leave or other leave for such purposes shall notify his Department Director on the first day of absence or within a reasonably prompt time. "Child" means a biological, adopted, or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis, who is (i) under eighteen years of age, or (ii) eighteen years of age or older and incapable of self-care

because of a mental or physical disability. Definitions shall be as set forth in Chapter 49.12 RCW.

C. Family Medical Leave Act. The provisions contained in Article 9, Sick Leave, and in any other articles that provide for absence from work due to illness or injury shall be implemented consistent with the Family Medical Leave Act, subject to the following provisions. The maximum period of twelve (12) weeks of leave, whether paid or unpaid, provided for under FMLA is not to be construed to be in addition to vacation time, sick leave time, or any other time worked with pay as a result of FMLA qualifying occurrences or circumstances. Employees are required to exhaust all sick leave and compensatory time off and vacation leave (down to a maximum balance of forty (40) hours) prior to becoming eligible to be placed, subject to the Employer's prior approval, on unpaid leave. The maximum of twelve (12) weeks, whether paid or unpaid, per calendar year includes sick leave, vacation leave, and any other compensated time off. The twelve (12) weeks is based on a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave.

Should an eligible employee use less than one (1) full day of sick leave, such sick leave shall be deducted for the actual time away from the job on an hour-for-hour basis.

Sick leave pay shall be integrated with Article 15, Health Care benefit Plans, accident and sickness weekly income benefit so that the sum of the daily sick leave allowance there under and the aforesaid Health Care Benefit Plan shall not exceed one hundred percent (100%) of the regular daily rate at straight time for any one (1) day. Any portion of the sick leave pay allowance not received by the employee by reason of any such reduction shall be retained in the employee's sick leave pay account as part of the employee's accumulated sick leave pay credits.

8.3 Worker's Compensation. Any employee who is eligible for State Industrial Compensation for time off because of an on-the-job injury shall be paid sick leave and shall charge the first three (3) working days of absence to sick leave. During the following ninety (90) working days, the employee shall be compensated by the Employer in an amount equal to the difference between his regular salary and those sums he is paid by State Industrial. After ninety-three (93) working days, the Employer shall pay the difference between any sums received from State Industrial and the employee's regular salary, charging the employee's sick leave and vacation accruals in that order, one-half (1/2) shift for each working shift absent. The Employer's responsibility for continued payments shall cease when the employee's sick leave and vacation credits are exhausted. These procedures will apply so long as they are consistent with at least the minimum Employer requirements set forth in RCW 41.04.510. Exception: LEOFF 1 employees shall be governed by applicable state statute.

#### 8.3.1 Temporary Duty Disability and Service Credit Buy Back.

- A. Applicability. This provision applies only to Plan 2 members of the Washington State Law Enforcement Officers' and Fire Fighters' Retirement System (LEOFF).
- B. Recouping Service Credit. Any eligible employee who is disabled in the line of duty on or after January 1, 2005 may establish service credit under LEOFF Plan 2 if the employee receives disability leave supplement under RCW 41.04.500 through .503 or similar benefits under RCW 41.04.535.

C. Procedure. Requests for service credit are subject to the following conditions:

1. Every member who wishes to establish service credit for disability must send written request to:

LEOFF Benefit Supervisor  
Department of Retirement Systems  
P.O. Box 48380  
Olympia, Washington 98504

The request must include the member's name, social security number, current employer, and the period(s) for which service credit is requested.

2. The member may establish up to six (6) months of service credit for each incident covered by RCW 41.04.500 through .530 or RCW 41.04.535, with a maximum of twenty-four (24) months for a career.

3. To establish service credit, a member must be employed in an eligible position or for an authorized leave of absence. Service credit cannot be granted after a member separates from employment even if he or she subsequently returns to service.

4. The Employer shall pay the employer's contribution at the rates in effect for the period of service to be credited. The Employee shall pay the employee's contribution at the rates in effect for the period of service to be credited.

D. Basis of Contribution. Contributions are to be based on the "regular compensation" the member would have received if he or she had been able to work during the time to be credited. Salary increases that would have applied during this time are "regular compensation."

E. Verification of Employment. The Department of Retirement Services will calculate the obligation based on a Verification of Employment (VOE) form submitted by the Employer. The Employer must verify that the member received disability leave supplement under RCW 41.04.500 through .530 or similar benefits under RCW 41.04.535 during the period indicated on the VOE.

8.4 Maternity Leave. No female employee will be required to leave work at the expiration of any arbitrary time period during pregnancy, but will be allowed to work as long as she is able to safely perform the duties of her job, and as long as her physician, in writing, advises. Periodic reports from her physician concerning the advisability of continuing work may be required. Absence for maternity will first be charged against any sick leave accrued, then charged against any vacation time as may have been accrued. Leaves of absence for maternity may be granted by the Chief of Police in accordance with the provisions of City ordinances with regard to leaves of absence without pay. It is understood that both parties will work together to comply with the applicable provisions of state law to the extent that it addresses the issue of maternity leave and mandates certain policies upon units of local government in the State of Washington.

8.5 Incentive Plan. Any unused sick leave allowance in any year shall accumulate year to year, not to exceed nine hundred sixty (960) hours, into a bank for the future use of an

employee, provided that an employee who accrues more than nine hundred sixty (960) hours of sick leave as of December 31st of any year shall be compensated for the sick leave hours accrued in excess on nine hundred sixty (960) hours at the rate of twenty-five percent (25%) of his or her sick leave in excess of nine hundred sixty (960) hours at his or her current salary rate. The compensation for excess accrued sick leave shall be paid to the eligible employee with the January 15th payroll of the following year.

8.6 Leave of Absence Without Pay. The Employer may grant a leave of absence without pay for a period of up to six (6) months. This period may be extended by mutual agreement between the Guild and the Employer. Such leave of absence shall be in writing with a copy to the Guild. Employees granted a leave of absence in accordance with this provision shall not suffer a break in seniority during such leave of absence or extension thereof. No employee shall accrue sick leave or vacation during a leave of absence. Any employee on a leave of absence shall have their health care premiums handled in accordance with Section 15.1 – Health Care Benefit Plans.

8.7 Military Leave. A regular employee who is an active member of any organized reserve of the Armed Forces of the United States, shall be entitled to and granted a military leave of absence from his employment for a period not exceeding twenty one (21) days during each year beginning October 1 and ending the following September 30. Such leave shall be granted in order that the employee shall be able to participate in his mandatory active training duty. Such military leave shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges or pay. Verification of military orders may be required. The employee shall, in advance, provide an official copy of his military orders, if available.

8.8 Longevity Pay. Effective January 1, 1999, bargaining unit employees shall receive following completion of their anniversary date of employment longevity pay as listed below:

<u>AFTER COMPLETION OF:</u>	<u>AMOUNT</u>
Five (5) years of service	1.00%
Ten (10) years of service	1.75% per month
Fifteen (15) years of service	2.50% per month
Twenty (20) years of service	3.25% per month

## **ARTICLE 9 – TERMINATION OF EMPLOYMENT**

9.1 Upon involuntary separation of employment for any reason all regular full-time and regular part-time employees shall receive severance pay for:

9.1.1 Accrued and unpaid vacation leave up to two hundred forty (240) hours

9.1.2 Overtime for which pay was authorized

9.1.3 Any Compensatory time on the books at the time of termination shall be taken as paid leave as the employee's regular work days would normally occur prior to the termination date.

9.1.3 Upon separation of employment, employees shall receive a lump sum payment equal to twenty-five (25%) percent of the their accrued but unused sick leave. In the event that an employees dies while employed but prior to retirement, the City shall pay

the employees spouse or estate twenty-five (25%) percent of the employees accrued but unused sick leave.

9.2 Upon separation of employment, other than retirement, the employee's lump sum pay out shall be limited to three hundred sixty (360) hours of vacation leave. Any time in excess of three hundred sixty (360) hours shall be paid in lieu of time worked as the work days would normally occur. An employee whose separation is due to retirement shall be limited to three hundred sixty (360) hours, as of his termination date of employment.

9.3 In case of death of an employee, such compensation shall be made to the next of kin of the deceased in accordance with state statute (Title 11 RCW).

9.4 A lapse in service of an employee for a period of time longer than thirty (30) working days by reason of resignation or discharge shall serve to eliminate the accumulated length of service of such employee for sick leave and annual leave benefits and compensation. Such employee thereafter reentering the service of the Employer shall be considered a new employee.

## **ARTICLE 10 – JURY DUTY**

10.1 When a regular employee covered by this Agreement is called for jury duty in any municipal, county, state or federal court, he shall advise his supervisor upon receipt of such call, and if taken from his work for such service, shall be reimbursed as provided herein for any loss of straight time wages while actually performing such service. The employee will sign over to the Employer his jury duty or subpoena pay excluding those monies for travel and meal allowances.

10.2 Such employee subpoenaed for jury duty shall have a special jury duty starting time of 8:00 a.m. for those days for which the employee is required to physically report for duty. Any employee reporting for jury duty, if excused for the balance of that day, shall report as soon as possible to his supervisor for the purpose of working the balance of his special jury duty shift.

## ARTICLE 11 – VACATIONS

11.1 All eligible employees shall accrue and be granted vacation with pay according to the following schedule:

<b>Years of Service</b>	<b>Completed Months</b>	<b>Annual Accumulated</b>	<b>Monthly (hours)</b>
Beginning with one (1) year and through four (4) years	1-48	176 hours	14.67 hours
Beginning with five (5) years and through six (6) years	49-72	200 hours	16.67 hours
Beginning with seven (7) years and through fourteen (14) years	73-168	224 hours	18.67 hours
Beginning with fifteen (15) years	169-180	232 hours	19.33 hours
Beginning with sixteen (16) years	181-192	240 hours	20.00 hours
Beginning with seventeen (17) years	193 or more	248 hours	20.67 hours

11.2 Vacation hours will be accrued on a monthly basis.

11.3 Regular part-time eligible employee's vacation shall be on a pro-rata basis, based upon the employee's assigned hours. No temporary employee shall be entitled to vacation with pay.

11.4 A new employee will accrue vacation but shall not be entitled to utilize said vacation during the first six (6) months of employment except as determined by the Employer.

11.5 The maximum amount of vacation time which can be accrued shall be three hundred sixty (360) hours as of December 31st of any given year. The Chief of Police may allow an employee to carry over vacation in excess of the 360 hours if he determines the cause of the excess accumulation was beyond the control of the employee.

11.6 All employees shall take one (1) period of at least forty (40) hours of vacation per year.

## ARTICLE 12 – CLOTHING ALLOWANCE AND CLEANING

12.1 Uniform Cleaning. The Employer will pay reasonable dry cleaning of regular uniforms, or in the case of plainclothes officers, pants, shirts, hats, jackets, ties, skirts and

dresses worn on duty. Cleaning to be at the cleaners of the Employer's choice.

12.2 Clothing Allowance. Commencing January 1, 2006, and each January thereafter, each plain clothes officer will receive a clothing allowance of \$750.00. Said allowance shall be paid on a separate check.

12.3 Uniforms. Uniforms, as approved by the Chief of Police, will be provided by the Employer for uniformed personnel and will be worn on duty as directed by the Chief of Police. The Employer will provide each uniformed officer a \$300 payment at the end of January to cover the cost of Police footwear and other non-mandatory safety-related equipment.

12.4 Protective Vests. Protective vests will be replaced consistent with the following process:

The parties agree that the protective vest maintenance and replacement standards contained in the National Institute of Justice (NIJ) publication will be used as means to assure the utmost in safety and body protection of the Sunnyside police force. Any upgrade to the minimum standards will be applied to this provision and will be subject to prior approval by the Chief or his designee.

Any issued vests not meeting the minimum NIJ standards will be replaced.

## **ARTICLE 13 – HOURS OF WORK AND OVERTIME**

13.1 Basic Work Period. The Employer has the right to change the employee(s) basic work periods, schedules and shifts by providing thirty (30) calendar days' written notice to the affected employee (s) except in the event of any emergency in which case as much notice as is practicable will be provided. The basic work periods, schedules and shifts consist of the following options for the Chief or his designee to administer:

The basic work period for Police Officers and Sergeants, consistent with FLSA section 207(k), consist of the following options for the Chief or his designee to schedule:

- a. Four (4) consecutive, twelve (12) consecutive hour (shifts) days on, followed by four (4) consecutive days off; or
- b. Four (4) consecutive, ten (10) consecutive hour (shifts) days on, followed by three (3) consecutive days off; or
- c. Five (5) consecutive, eight (8) consecutive hour (shifts) days on, followed by two (2) consecutive days off.

The working hours of Officers and Sergeants working eight-day work periods (A above) shall be 48 hours per eight-day work period on an annualized basis of 2,190 hours.

The working hours of Officers and Sergeants working seven-day work periods (B and C above) shall be 40 hours per seven-day work period on an annualized basis of 2,080 hours.

Shift starting and expiration times shall be determined, from time to time, by the Chief of Police or his designee. The Chief of Police or his designee is not required to have all of the bargaining unit employees on the same basic work period, schedules and shifts. The Chief or his designee will determine, from time to time, which employees will be assigned to the various work periods, schedules and shifts.

No overtime shall be paid for regularly scheduled Saturdays and Sundays worked that fall

within the above-mentioned "basic work period" guidelines. The Employer will not revise the regular work schedule in order to avoid payment of non-scheduled overtime except as provided above with thirty (30) calendar days' written notice and/or less notice in the case of an emergency.

13.1.1 Nothing in this Agreement prohibits the Department and the Guild from agreeing to alternative work shifts.

13.2 Overtime. Overtime which has been specifically authorized by supervisory or command personnel, and is performed in excess of the eight (8), ten (10), or twelve (12) hours, whichever is currently being worked, unless the excess was created by the regular shift change exclusive of double (2) shift, shall be paid for at one and one-half (1-1/2) times the employee's straight time rate. All extra shift work and extra duty that is performed will be compensated for at time and one-half (1-1/2) pay. Vacation time taken shall be considered to be hours worked in order to obtain overtime. No vacation can be used to recover or rest from working overtime.

13.2.1 Department Training. For the purpose of department training, employees may be required to attend department training sessions at the overtime rate (time and one-half (1-1/2) rate of pay), if such training hours exceed the applicable work shift.

13.2.2 Compensatory Time. It is the employee's option to accrue the equivalent hours of overtime as compensatory time at the employee's overtime rate. Compensatory time may be accrued to a maximum of eighty (80) hours throughout the year. It is the employee's responsibility to not request an accrual of any hours which might put his compensatory time balance over the eighty (80) hour maximum at any time during the year. The employees will arrange to take their compensatory time off so as not to put an excessive burden on their fellow officers. The Employer reserves the right to grant or reject any employee's request for compensatory time off.

Provided, officers assigned to the position of school resource officer shall be permitted to accrue a maximum of one hundred and sixty (160) hours of compensatory time.

13.3 Court Time. In the event an employee is required to appear to testify in court he shall be entitled to receive pay at the overtime rate if such court time is in excess of the applicable work period threshold set forth in Section 13.2 above, for a minimum of three (3) hours, including travel time between the Sunnyside Law and Justice Center and Court. If Court takes less than three hours, the officer is subject to remaining on duty for the full three hour callback if the officer is currently delinquent on reports. For those officers scheduled to work the night shift and who are required to appear for court during the next day, and are scheduled to work the following night, the Chief or his designee may direct the officer to leave their shift up to six (6) hours prior to their scheduled court time for the purpose of rest. The instances where the Chief or his designee may choose to administer this provision are expected to be minimal because court sessions take place later in the day.

13.4 Lunch and Breaks. All employees shall be entitled to a fifteen (15) minute rest break in the morning and one fifteen (15) minute rest break in the afternoon, as well as a thirty (30) minute lunch break during the shift. During such breaks, the employee will be available for call to assure delivery of services to the community. Said breaks shall be controlled by the supervisor on duty and may be scheduled by such supervisor. Employees on the twelve (12) hour schedule shall have three (3) rest breaks, one (1) during each four (4) hour portion of their shift.

13.5 Call-Out. An employee who is called to work, other than the employee's regularly scheduled shift, shall be paid a minimum of two (2) hours or paid the actual time worked if

the time worked is more than two (2) hours for each call-out. Payment will be made at the employee's overtime rate if such hours worked exceed the applicable work period (FLSA Section 7k) threshold set forth in Section 13.2 above.

13.6 Employees assigned as a detective (excluding the detective sergeant) shall equally split a three (3%) percent premium pay as compensation for being on-call on a rotating basis. The detective sergeant shall receive a two (2%) percent premium for being on-call during their assignment as a detective.

13.7 Employees shall be compensated at a rate of one and one-half (1.50) times their regular rate of pay for all hours worked on the holidays listed below. Employees called in to work on a listed holiday shall be paid double (2.00) time for all hours worked. The holidays are as follows:

- New Year's Day
- Memorial Day
- Veteran's Day
- Martin Luther King, Jr. Day
- Independence Day
- Thanksgiving Day
- President's Day
- Labor Day
- Christmas Day

## **ARTICLE 14 – COMPENSATION SCHEDULE**

### 14.1 Wage Schedule.

A. The general increases for the term of this agreement shall be as follows:

1. Effective January 1, 2010 there shall be a 3.00% general increase in the wage scale for 2009.
2. Effective January 1, 2011 there shall be a 2.00% general increase in the wage scale for 2010 plus up to a 2.00% match of employee payroll deduction contributions to the deferred compensation (Section 457) plan. If the employee does not make a contribution to the Section 457 deferred compensation program they are not eligible to receive any contribution by the City of Sunnyside
3. Effective January 1, 2012 the percentage general increase shall be based on one hundred (100%) of the Seattle CPI-W for the period of June 2011 – June 2012, subject to a 3.00% minimum and a 5.00% maximum. If the Seattle CPI-W index for the period noted above exceed 7.00%, the parties agree to reopen negotiations for regarding wages and health insurance (medical, dental and vision).

B. The wage schedule reflecting the above percentages for employees covered by this Agreement is set forth in **Appendix "A"** attached hereto and made a part hereof by reference.

14.2 Acting Out of Classification. Any member of the bargaining unit who shall be appointed by the Chief of Police or his designee to a supervisory capacity or higher classification by written or oral order shall assume those duties when requested and shall be paid his own salary and a ten percent (10%) differential above as his salary as the differential between his own salary and the salary of the higher position.

14.3 Education Incentive. Members of the bargaining unit shall receive premium pay over and above base pay commencing on the month following completion of the following provisions:

Successful completion of 45 quarter hours college credit	1.50% premium
Successful completion of 90 quarter hours college credit	3.00% premium
Receipt of Bachelor of Arts (BA) or Bachelor of Science (BS) degree	5.00% premium

The credits must have been earned without financial aid from the City of Sunnyside.

The hours earned must be in a major area that will develop skills needed for law enforcement subject to prior approval by the Chief. However, credits that are earned in areas that are not directly involving law enforcement, but necessary to attain the Associate of Arts and Science or Applied Science degree, will also be counted for premium pay. This provision to be subject to the following limits:

Communication Skills	13 credit hours
Physical Education	3 credit hours
Humanities	20 credit hours
Natural Science	15 credit hours
Electives	22 credit hours

A cumulative grade average of 3.0 must be maintained for employees hired on or after January 1, 2011. For employees hired on or before December 31, 2010, a cumulative grade average of 2.5 must have been achieved for all credit hours subject to this agreement.

Education incentives are not to be considered until the employee has been employed by the City of Sunnyside for a period of at least one (1) full year.

All credits are subject to approval by the Chief of Police.

To receive full Incentive pay, the employee shall produce proper documentation for verification of the degree.

14.5 Assignment Premiums: Employees who are assigned or who are performing the following assignments shall receive a premium equal to 3% of their base monthly wage if they perform any of the duties associated with the assignment at any time during the month:

Field Training Officer
Detective
School Resource Officer

14.5.1 Spanish Language: Officers who are proficient in Spanish interpretation shall receive a premium equal to one and one-half (1.5%) of their base monthly salary. Qualification to receive this premium shall be determined by the Chief of Police.

## **ARTICLE 15 – HEALTH CARE BENEFIT PLANS**

15.1 The employer currently provides the following medical, dental, and vision coverage for all eligible employees:

- Medical – Washington Teamsters Plan "A"
- Dental - Washington Teamsters Plan "B"
- Vision - Washington Teamsters Plan "EXT"

It is understood that the employer shall make an annual determination of which insurer provides the best and most cost effective coverage for medical, dental, and vision coverage that will provide equivalent coverage as currently provided but is not required to obtain said coverage from the current provider. It is also understood that the current provider(s) may at their option choose not to provide coverage at the conclusion of any contract year and that employer shall then seek to obtain substantially equivalent coverage from another provider.

For the period of January 1, 2010 – December 31, 2010, the Employer and the Employee shall equally split (50% Employer / 50% Employee) any increased cost of premiums for medical, dental or vision insurance.

For the period of January 1, 2011 – December 31, 2011, the Employer and the Employee shall split (70% Employer / 30% Employee) any increased cost of premiums for medical, dental or vision insurance until the portion of total premiums for medical, dental and vision insurance are split 87% paid by the Employer and 13% paid by the Employee. Thereafter, the Employer share and the Employee share of the total premiums shall be adjusted to reflect the 87% contribution by the Employer and 13% by the Employee.

For the period of January 1, 2012 – December 31, 2012, the Employer and the Employee shall split (70% Employer / 30% Employee) any increased cost of premiums for medical, dental or vision insurance until the portion of total premiums for medical, dental and vision insurance are split 87% paid by the Employer and 13% paid by the Employee. Thereafter, the Employer share and the Employee share of the total premiums shall be adjusted to reflect the 87% contribution by the Employer and 13% by the Employee.

The contributions due from the Employer and the Employee as follows:

<b>Year</b>	<b>Plans</b>	<b>Employer Share</b>	<b>Employee Share</b>	<b>TOTAL</b>
2010	• <b>MEDICAL</b> -- Washington Teamsters Welfare Trust Plan "A"	\$818.33	\$114.67	\$933.00
	• <b>DENTAL</b> -- Washington Teamsters Welfare Trust Plan "B"	\$75.90	\$0.00	\$75.90
	• <b>VISION</b> -- Washington Teamsters Welfare Trust Plan "EXT"	\$11.55	\$0.00	\$11.55
	<b>TOTAL</b>	<b>\$905.78</b>	<b>\$114.67</b>	<b>\$1,020.45</b>
2011	• <b>MEDICAL</b> -- Washington Teamsters Welfare Trust Plan "A"	\$868.35	\$157.95	\$1,026.30
	• <b>DENTAL</b> --	\$88.10	\$0.00	\$88.10

	Washington Teamsters Welfare Trust Plan "B"	\$14.25	\$0.00	\$14.25
	• <b>VISION</b> -- Washington Teamsters Welfare Trust Plan "EXT"			
	<b>TOTAL</b>	<b>\$981.52</b>	<b>\$147.13</b>	<b>\$1,128.65</b>
2012	• <b>MEDICAL</b> -- Washington Teamsters Welfare Trust Plan "A"	\$	\$	\$
	• <b>DENTAL</b> -- Washington Teamsters Welfare Trust Plan "B"	\$	\$	\$
	• <b>VISION</b> -- Washington Teamsters Welfare Trust Plan "EXT"	\$	\$	\$
	<b>TOTAL</b>			

15.2 The Employer shall pay each month into the employee health care benefit plans, on account of each member of the bargaining unit who was compensated for eighty (80) hours or more in the preceding month.

15.3 Effective January 1, 1996, the Employer agrees to provide a Section 125 Plan to employees to pay applicable medical premium from pre-tax dollars.

15.4 The Employer will not be held liable by the Guild nor any employee for any and all claims made and any and all suits instituted against an insurance carrier regarding a disagreement with said carrier relating to a claim and/or coverage.

15.5 Disputes regarding insurance claims and/or coverage are between the insurance company and the employee and are not grievable by the Guild and/or the employee.

**ARTICLE 16 – EMPLOYEE RIGHTS**

16.1 Employee Rights – Investigations. All employees within the bargaining unit shall be subject to the following rules and regulations. The powers and duties of law enforcement officers involve them in many contacts with members of the public and questions are bound to arise as to the nature of such contacts, which questions require immediate investigation by superior officers who have been authorized to make such investigations by the Chief of Police.

Such investigations shall be conducted pursuant to the following general guidelines:

A. Investigation of Allegations. If the complainant makes allegations which, if

true, would make the law enforcement officer guilty of a felony, misdemeanor , or subject the employee to departmental discipline, then the employee shall be advised of the allegation within 72 hours or at the end of the employee's work week, whichever is later, unless further internal investigation is necessary. Such report shall contain the\_name of the complainant and the nature of the allegation and will include a copy of the signed written complaint form. The officer shall not thereafter contact the complainant or witness without prior permission of the Chief of Police.

B. Questioning. If the Chief of Police determines that the officer shall be questioned about the allegation, such questioning shall be done as soon as practicable. Unless an emergency is thought by the Chief of Police to exist, such questioning shall be conducted when the employee is on duty, if possible.

C. Rights of Employee. Questioning of the officer shall be with full regard to his or her constitutional rights. If the allegations constitute a charge that the officer should be guilty of a crime, he or she shall be fully advised of his Miranda rights. The-employee shall have the right to retain any attorney of his or her choosing, at no expense to the Employer, and such attorney (and/or representative of the Guild) shall have the right to be present during any questioning, but such attorney shall not participate except to advise the employee of his or her constitutional rights.

D. Length of Questioning. Questioning of an employee accused of misconduct shall not be overly long, and such employee shall be entitled to reasonable intermission for personal necessities, meals, telephone calls and rest periods.

E Work/Study Committee. The Guild and the Employer agree to establish a Work/Study Committee to review and make recommendations to the Guild and the Employer regarding revisions and improvements to Article 16-Employee Rights, Article 17-Discipline and Article 18-Grievance and Arbitration. The Committee shall be composed of two (2) employees selected by and representing the Sunnyside Police Guild and two (2) employees representing management and the City of Sunnyside. The Committee shall deliver its final report and recommendations by no later than December 31, 2011 to both the Guild and the Employer for review and consideration.

## **ARTICLE 17 – EMPLOYEE DISCIPLINE/TERMINATION**

17.1 Discipline. It is hereby recognized and agreed that the Employer has the right to discipline any employee in the bargaining unit for just cause. Additionally, the Employer shall have the right to discipline and/or discharge/terminate a probationary employee in accordance with Section 6.3. No person who shall have been regularly appointed to any position under the provisions of this Agreement shall be removed, demoted, suspended, discharged, reprimanded or otherwise disciplined unless the following procedures have been complied with:

A. The Chief or his designee may discipline an employee for just cause inclusive of those set forth in Sunnyside Civil Service Rules and Regulation and any other just causes consistent with case law and arbitration cases. The severity of the discipline is based on the seriousness of the violation (s) and/or misconduct(s).

B. Pre-disciplinary Meeting Shall be Required. Notice of the pre-disciplinary meeting shall be provided to the employee in writing, including the nature of the alleged violation(s) and/or misconduct(s). The employee shall be given an opportunity to respond to the alleged violation(s) and/or misconduct(s), orally or in writing. The explanation of the evidence of the alleged violation(s) and/or misconduct(s) shall set forth the basis of the

complaint or complaints against the employee. The explanation of evidence shall not, however, be construed to limit the evidence which may later be produced at any disciplinary meeting, grievance arbitration or Civil Service Commission hearing, nor shall it preclude the introduction of evidence which explains, clarifies, adds more detail or documentation regarding the alleged violation(s) and/or misconduct(s), or which is introduced to present a more complete case of which is the product of continued investigation.

C. Notice shall be provided. Should the Employer determine that, after the pre-disciplinary meeting, disciplinary measures shall be taken, written notice of that determination, including disciplinary measures shall be provided to the employee.

17.2 Written Warning. The Employer may use a written warning in lieu of disciplinary action to advise the employee of inappropriate conduct or of violation of rules. Written warnings shall be placed in the employee's personnel file for a period not to exceed twelve (12) months. Any written warning in an employee's file will be removed from the file after one (1) year if there has been no recurrence of the type or kind of conduct giving rise to the written warning. If there has been a recurrence, the written warning will remain in the file for an additional year from the date of the recurrence. An employee may request that the warning letter be reviewed by the Chief of Police after six (6) months for possible removal at that time.

17.3 Disciplinary Action. The Employer may take disciplinary action by written reprimand, suspension without pay, demotion or discharge. Employees shall be given an opportunity to review and comment upon all disciplinary letters or performance evaluations that are placed in their personnel files. The employee shall be requested to sign the disciplinary letter or performance evaluation. Signature thereon shall not be construed as admission of guilt or concurrence with the disciplinary action or performance evaluation, but rather as an indication that the employee has seen and comprehends the nature of the disciplinary action or performance evaluation.

17.4 Copies. Copies of all letters of warning or disciplinary action shall be given to the employee at the time the action is taken or shortly thereafter, and notice of such action shall be forwarded to the Guild.

17.5 Suspension Without Pay. Subject to the Chief's discretion, an employee suspended without pay may request to:

- Forfeit vacation days;
- Forfeit compensatory time off;
- Any combination thereof, on a day-for-day basis, in lieu of compensation.

17.6 The employees will maintain physical and mental fitness to the level necessary to perform the essential functions of the position. If the Chief believes an employee does not meet the level of physical and/or mental fitness he has the right to direct an employee to a medical provider for the purpose of assessing fitness for duty. This provision will be carried out consistent with applicable law.

## **ARTICLE 18 – GRIEVANCE AND ARBITRATION PROCEDURE**

18.1 Policy. The parties recognize that the most effective accomplishment of the work of the City requires prompt consideration and equitable adjustments of the employees' grievances. It is the desire of the parties to adjust grievances informally whenever possible, and both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there may be grievances that can be resolved only after a formal review. Accordingly, the following procedure is hereby established in

order that grievances of employees covered by this Agreement may be resolved as fairly and expeditiously as possible.

"Grievance" as used herein shall mean any dispute involving the interpretation or application of the provisions of this Agreement.

18.2 Any employee within the bargaining unit who may feel aggrieved by unfair or discriminatory exercise of any of the provisions of this Agreement, may seek his remedy by the Grievance Procedure in this Agreement. This subsection in no way sets aside an employee's right to invoke the Civil Service procedure; however, when both remedies are available, the employee shall elect only one procedure. Invoking jurisdiction under one available procedure shall constitute an election of that chosen procedure and a waiver of the other procedure. If the employer fails to answer within the timelines set forth below or any mutually agreed upon timeline then the employee or Guild may move the grievance to the next step.

18.3 **STEP 1.** An employee having a concern which he feels could be a grievance shall bring up the matter within fourteen (14) calendar days of the concern giving rise to the grievance, or within fourteen (14) calendar days after such matter became known to the employee, or it shall be deemed waived. The employee is to first discuss the matter with his immediate supervisor, to provide an opportunity for clarification and/or appropriate adjustment, consistent with the terms of this Agreement. The employee shall have the option of being accompanied by his Guild representative if he feels it is necessary.

18.4 **STEP 2.** If it is determined a grievance does exist and it is not resolved in Step 1, within fourteen (14) calendar days, the grievance shall be reduced to writing and an attempt will be made to resolve the grievance with the Chief of Police, the Guild, and the grievant(s), within fourteen (14) calendar days of the conclusion of Step 1. If the grievance is not satisfactorily resolved within an additional fourteen (14) calendar days, then:

18.5 **STEP 3.** The City Manager will review all of the facts and findings pertaining to the grievance and shall have fourteen (14) calendar days from the date the grievance is submitted to him in which to satisfactorily adjust the grievance. If the grievance is not resolved, it may be submitted to arbitration no later than fourteen (14) calendar days after denial of the City Manager.

18.6 **STEP 4.** If the matter is submitted to arbitration, the City and the Guild may select an impartial arbitrator within fourteen (14) calendar days after the request is made to arbitrate. If the parties fail to agree within this period upon an arbitrator who is able and willing to serve, either party may, within seven (7) calendar days thereafter request the Public Employment Relations Commission to either appoint a staff member or alternatively to submit a list of eleven (11) disinterested persons who are qualified and willing to act as an impartial arbitrator. From that list, within seven (7) calendar days after its receipt, the parties shall flip a coin to determine who shall strike the first name, then each will alternatively strike one of the names submitted until only one (1) name remains. The person whose name remains shall be selected as the sole arbitrator.

The arbitrator shall commence hearings within a reasonable period of time after his selection, and shall render his award in writing within thirty (30) calendar days. The award of the arbitrator, together with his written findings and conclusions shall be final and binding upon the parties to this Agreement, and upon the complaining employee or employees, if any. The arbitrator shall have no authority to change, alter or modify this Agreement or any of its parts.

The arbitrator's fees and expenses, the cost of any hearing room, shall be borne equally by the City and the Guild. All other costs and expenses, including attorney's fees, shall be

borne by the party incurring them. In no case shall the arbitrator award one party's costs of arbitration and/or attorneys fees incurred against any other party.

The City and the Guild agree to comply with the time limitations set forth above and either party shall have the right to insist that the time limitations be complied with.

The Guild or Employer may initiate the grievance procedure and will take up the grievance with the other party within thirty (30) calendar days after the occurrence of the event which gave rise to the grievance, or thirty (30) calendar days from the date such grievance became known to the moving party.

If the moving party elects to proceed with it, the grievance shall be reduced to writing if the other party so requests and an attempt will be made to adjust the grievance. If the grievance is not resolved it may be submitted to arbitration no later than fourteen (14) calendar days after the last attempt to adjust said grievance.

In the event of any lawsuit arising under the terms of this Agreement, including but not limited to, any claim, lawsuit, demand or proceeding to recover wages or moneys alleged due and owing, each party shall be solely responsible for its own costs and/or attorneys fees incurred, and such costs and attorneys fees shall not be imposed on the opposing party or parties.

## **ARTICLE 19 – ANTI-DISCRIMINATION**

19.1 Anti-discrimination. It is mutually understood that the Employer will not in any manner discriminate against any member of the collective bargaining unit as a result of such member's activities on behalf of the collective bargaining unit and in furtherance of the purposes of the collective bargaining unit.

19.2 Guild Business. Recognizing that effective communications between management and labor are essential to the Department, employees may be granted time off with pay to attend Guild meetings so long as it does not conflict with their duties; or, to attend negotiations; or, to participate in grievance meetings. Inasmuch as possible, every effort will be made to limit time so spent.

19.3 Equal Opportunity. The Employer shall observe all federal and state laws and regulations as they relate to equal employment opportunities.

19.4 Bulletin Board. The Guild shall be entitled to the use of one (1) bulletin board. Said bulletin board shall be located in a conspicuous place within the employee's workplace, for the purpose of conducting Guild business and posting meeting notices.

19.5 Discrimination. The Employer and the Guild agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment, because of such individual's race, color, religion, sex, national origin, age, or handicap, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of their race, color, religion, sex, national origin, age or handicap.

19.6 Guild Access. Authorized agents of the Guild shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to; provided, however, that there is no undue interruption of the Employer's working schedule.

## **ARTICLE 20 – GENERAL PROVISIONS – MISCELLANEOUS**

20.1 Work Rules. The Guild and the Employer recognize the principle of a fair day's work for a fair day's pay; that jobs and job security of employees working under this Agreement are best protected through the efficient and productive operation of the City. The Employer may establish reasonable work standards which shall take into account all factors relating to the work assignment.

20.2 Safety. It is agreed between the Employer and the Guild that both parties will cooperate fully in carrying out the requirements of the State Safety Standards as prescribed by state law. Because appropriate procedures are already established outside the Agreement, this Article shall not be subject to the grievance procedure.

20.3 Fitness for Duty Exams. Employees shall maintain physical and mental fitness to the level necessary to perform the essential functions of the position. If the Chief of Police believes an employee does not meet the necessary level of physical or mental fitness he has the right to direct an employee to a medical provider for the purpose of assessing fitness for duty. No such examination shall take place without the Police Chief first consulting with the City Manager. In addition this provision will be carried out consistent with applicable law.

20.3.1 No psychological or medical test will take place unless the City has an articulable reason to believe that an employee may be psychologically or medically unfit to perform their job. In such cases the City may require that the employee be tested by a qualified doctor to determine the employee's fitness for duty. Such examination will be at the City's expense.

20.3.2 Any medical history of the employee which the examining doctor requests that is not relevant to the fitness of duty issue may not be given to the employer. Except as provided herein, the employer may not require the employee to waive the physician-client privilege as a condition of taking the examination.

20.3.3 Results of the test: The doctor will issue a written report to the city and the employee. The report shall indicate whether the employee is fit or unfit for duty, or requires reasonable accommodation in the way of work conditions. The report shall also indicate the reasons for the doctor's conclusion. If the doctor believes the employee is fit for duty, but needs modified work conditions the doctor will also indicate what modifications are necessary and the extent and duration projected of the modification. Except as provided herein, the doctor will keep confidential all data made available to him or her on a confidential basis.

20.3.4 Second opinion. If the Guild believes that the conclusions of the doctor are in error it may obtain a second examination by a qualified doctor at its own expense. The results of this examination shall be provided to the employee, exclusively.

20.3.5 Medical arbitration. If after obtaining a second examination, the Guild wishes to challenge the assessment of the employee's fitness for duty, the Guild may submit the matter to medical arbitration. The two doctors shall initially consult to see if they can reach an agreement. If not, they shall mutually select a third qualified doctor who shall conduct an examination of the employee and review the reports prepared by the first two doctors. A determination of whether the employee is fit for duty shall be made by the third doctor and that determination shall be binding on all parties. The expense of the third doctor shall be split by the City and the Guild.

20.4 Personal Physical Fitness Standards and Testing. The Personal Physical Fitness Standards and Testing procedures and program are attached hereto as Exhibit "B" and incorporated herein by this reference.

20.5 Gender. Where masculine or feminine gender has been used in any provision of this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for any position, classification, or the benefits provided in this Agreement.

20.6 Liability Insurance. The Employer agrees to provide adequate insurance coverage to indemnify employees for actions carried out within the scope of employment. The coverage and opportunity for defense shall be subject to the provisions of the carrier and/or insurance agency or fund through which the Employer provides coverage.

20.7 Open Door Policy. To provide clear and open communications within the Department, the Chief of Police agrees to meet privately with a Guild representative or any employee to discuss items of general concern. These items of general concern need not be limited to contract terms. The purpose of these meetings is to eliminate any problem or potential problems between the Guild and the Employer.

20.8 Bargaining Unit Work. Only employees or members of the bargaining unit shall perform the work of the bargaining unit, except in case of emergency or for the purpose of instruction as determined by the Chief of Police. Exception: where the Employer has a past practice this section shall not apply.

20.9 Individual Agreements. The Employer agrees not to enter into any agreement or contract with its employees individually or collectively, which in any way conflicts with the terms and provisions of this Agreement and Appendices.

20.10 New Job Classifications. In the event new job classifications are established within operations covered by this Agreement, the wage rates shall be subject to negotiations between the parties. The rates agreed upon shall be effective as of the date they are put into use.

20.11 Response Time. When called to report to duty in an emergency situation, the employee will make every reasonable effort to arrive at the appointed location within thirty (30) minutes of the call; Provided, however, that the Employer reserves the right to consider the employee's ability to respond within thirty (30) minutes as a condition for making duty assignments for detective positions, H.E.A.T. team assignments, and other assignments for which such response is, in the sole discretion of the Employer, an important component in providing emergency services.

20.12 Employees on duty may be allowed up to one (1) hour to attend Guild meetings held at the Law & Justice Center with the approval of the Chief of Police, subject to the right of the Chief of Police or the Chief's designee to suspend attendance at such meetings in the event of a bona fide emergency. The Guild shall provide the Chief of Police or the Chief's designee with advance notice of not less than three (3) calendar days of all Guild meetings. Those employees on duty understand they must respond when calls develop during this meeting time.

## **ARTICLE 21 – BEREAVEMENT LEAVE**

21.1 A maximum of three (3) working days paid bereavement leave shall be allowed when there is a death in the employee's immediate family or any other member of the immediate

household. Employees shall be permitted five (5) days of paid bereavement leave in the event the funeral occurs outside of the state of Washington.

21.2 Bereavement leave will be charged to sick leave, vacation leave, or leave without pay.

21.3 Employees may be excused by the Employer to attend the funeral of deceased fellow employees as leave with pay.

## ARTICLE 22 – SAVINGS CLAUSE

If any Article or Section of the Agreement or any Appendices thereto should be held to be invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement or any Appendices thereto shall continue in full force and effect. The Article or Section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be renegotiated for the purpose of replacement.

## ARTICLE 23 – TERM OF AGREEMENT

This agreement shall be in full force and effect from January 1, 2010, and shall remain in full force and effect through December 31, 2012. Either party may, upon sixty (60) calendar days' written notice prior to the date of expiration, give notice to terminate or amend to the other party. In the event only notice to amend is given, the Agreement shall remain in effect while parties negotiate amendments.

Executed this 29<sup>th</sup> day of March, 2011.

Signed for:

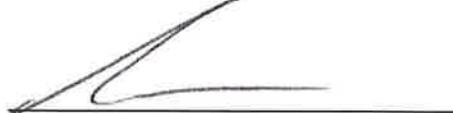
Signed for:

**CITY of SUNNYSIDE**

**SUNNYSIDE POLICE OFFICERS GUILD**



Mark J. Gervasi  
City Manager



Robert Layman  
President

3/29/2011  
Date

3/28/11  
Date

ATTEST:



Byron W. Olson  
Chief Negotiator



Joey Glossen  
Chief Negotiator

Approved by RES 2011-12  
February 28, 2011

## **APPENDIX "A" -- Wage Schedule**

### **City of Sunnyside -- Police Officers Guild Collective Bargaining Agreement January 1, 2010 – December 31, 2012**

The following salary schedules for Sunnyside Police Officers Guild employees shall be effective on the dates indicated for each schedule. The specific wage rates to be paid are as shown on the attached schedules. The calculation shall be made by the City's Director of Finance using an Excel (or similar) electronic spreadsheet rounded to the nearest whole cent based on the Monthly Wage. Annual Wage shall be calculated by multiplying the Monthly Wage by twelve (12) rounded to the nearest whole cent.

1. Effective January 1, 2010 there shall be a 3.00% general increase in the wage scale for 2009.
2. Effective January 1, 2011 there shall be a 2.00% general increase in the wage scale for 2010 plus up to a 2.00% match of employee payroll deduction contributions to the deferred compensation (Section 457) plan. If the employee does not make a contribution to the Section 457 deferred compensation program they are not eligible to receive any contribution by the City of Sunnyside
3. Effective January 1, 2012 the percentage general increase shall be based on one hundred (100%) of the Seattle CPI-W for the period of June 2011 – June 2012, subject to a 3.00% minimum and a 5.00% maximum. If the Seattle CPI-W index for the period noted above exceed 7.00%, the parties agree to reopen negotiations for regarding wages and health insurance (medical, dental and vision).

<b>POLICE GUILD -- Effective January 1, 2010 -- 3.00% COLA</b>														
<b>CLASSIFICATION</b>	<b>Pre-Academy</b>		<b>Post-Academy</b>		<b>STEP A</b>		<b>STEP B</b>		<b>STEP C</b>		<b>STEP D</b>		<b>STEP</b>	
<b>PATROL OFFICER</b>	<b>3,897.52</b>	<b>M</b>	<b>3,995.37</b>	<b>M</b>	<b>4,218.88</b>	<b>M</b>	<b>4,430.03</b>	<b>M</b>	<b>4,651.48</b>	<b>M</b>	<b>4,884.26</b>	<b>M</b>	<b>5,128.</b>	
	46,770.24	A	47,944.44	A	50,626.56	A	53,160.36	A	55,817.76	A	58,611.12	A	61,540.	
<b>SERGEANT</b>		<b>M</b>		<b>M</b>	<b>5,384.84</b>	<b>M</b>	<b>5,652.64</b>	<b>M</b>	<b>5,935.89</b>	<b>M</b>	<b>6,232.53</b>	<b>M</b>	<b>6,544.</b>	
	0.00	A	0.00	A	64,618.08	A	67,831.68	A	71,230.68	A	74,790.36	A	78,535.	

<b>POLICE GUILD -- Effective January 1, 2011 -- 2.00% COLA + 2.00% Match to Deferred Comp.</b>														
<b>CLASSIFICATION</b>	<b>Pre-Academy</b>		<b>Post-Academy</b>		<b>STEP A</b>		<b>STEP B</b>		<b>STEP C</b>		<b>STEP D</b>		<b>STEP</b>	
<b>PATROL OFFICER</b>	<b>3,975.47</b>	<b>M</b>	<b>4,075.28</b>	<b>M</b>	<b>4,303.26</b>	<b>M</b>	<b>4,518.63</b>	<b>M</b>	<b>4,744.51</b>	<b>M</b>	<b>4,981.95</b>	<b>M</b>	<b>5,230.</b>	
	47,705.64	A	48,903.36	A	51,639.12	A	54,223.56	A	56,934.12	A	59,783.40	A	62,771.	
<b>SERGEANT</b>		<b>M</b>		<b>M</b>	<b>5,492.54</b>	<b>M</b>	<b>5,765.69</b>	<b>M</b>	<b>6,054.61</b>	<b>M</b>	<b>6,357.18</b>	<b>M</b>	<b>6,675.</b>	
	0.00	A	0.00	A	65,910.48	A	69,188.28	A	72,655.32	A	76,286.16	A	80,106.	

<b>POLICE GUILD -- Effective January 1, 2012 -- 100% of CPI-W min. 3.0% &amp; max. 5.0%)</b>														
<b>CLASSIFICATION</b>	<b>Pre-Academy</b>		<b>Post-Academy</b>		<b>STEP A</b>		<b>STEP B</b>		<b>STEP C</b>		<b>STEP D</b>		<b>STEP</b>	
<b>PATROL OFFICER</b>	<b>0.00</b>	<b>M</b>	<b>0.00</b>	<b>M</b>	<b>0.00</b>	<b>M</b>	<b>0.00</b>	<b>M</b>	<b>0.00</b>	<b>M</b>	<b>0.00</b>	<b>M</b>	<b>0.</b>	
	0.00	A	0.00	A	0.00	A	0.00	A	0.00	A	0.00	A	0.	
<b>SERGEANT</b>		<b>M</b>		<b>M</b>	<b>0.00</b>	<b>M</b>	<b>0.00</b>	<b>M</b>	<b>0.00</b>	<b>M</b>	<b>0.00</b>	<b>M</b>	<b>0.</b>	
	0.00	A	0.00	A	0.00	A	0.00	A	0.00	A	0.00	A	0.	

## **APPENDIX "B" -- Random Drug Testing Policy**

### **City of Sunnyside -- Police Officers Guild Collective Bargaining Agreement January 1, 2010 – December 31, 2012**

- B.1 Purpose. The City has a strong commitment to provide a safe work environment for its employees and to establish programs promoting high standards of employee health and safety. Consistent with that commitment, this Agreement establishes prohibitions regarding alcohol and controlled substances and the right of the City to screen or test employees to determine the presence of alcohol and/or controlled substances.
- (a) The unauthorized use, sale, transfer or possession of alcohol, drugs, controlled substances and/or mood altering substances (except the possession or use of prescribed medication, verifiable by a current, properly issued prescription) during work hours (including meal and rest periods), on City property, in City vehicles, or in personal vehicles while conducting City business is prohibited.
  - (b) Reporting for work or becoming intoxicated during working hours through the use of alcohol, drugs (including prescribed medication), controlled substances and/or "mood altering" substances is prohibited. Violation of this section of the Agreement will result in disciplinary action.
  - (c) An employee utilizing prescribed and/or "over-the-counter" medication(s) that could significantly affect job safety or performance must immediately report that fact to the employee's supervisor.

In the event the employee does not notify the Employer immediately upon reporting to work of the fact that such medication is being or will be taken, but does not immediately submit a physician's release, the Employer may determine that the effects of any over-the-counter or prescribed medication may, under the circumstances, impair the employee's ability to safely, properly, and effectively perform the employee's duties and may decline to permit the employee to work until the effects of the medication subside to an acceptable level.

In cases where the employee is instructed by the Employer to remain off work due to the possible side effects of over-the-counter or prescription medication, the employee may utilize earned, but unused, sick leave benefits in accordance with the Employer's sick leave policy.

- B.2 Current Employee Substance Abuse Testing. The applicable substance abuse testing procedures outlined below may be initiated if one (1) of the following events occur:
- (a) Management personnel concludes through objective observation,

investigation and evaluation that an employee is under the influence or impaired by the use of alcohol, drugs and/or controlled substances;

(b) Where an employee is involved in an accident due to the action, inaction or inattention of the employee;

(c.) Where the City receives reliable information based upon personal knowledge of an individual, including, but not limited to other employees of the City, the medical community, or law enforcement personnel, of involvement by the employee with alcohol and/or controlled substances;

(d.) Randomly based on a fair, equitable and consistent program administered in accordance with applicable State and federal regulations

All relevant facts pertaining to an investigation conducted pursuant to the above provisions will be documented in writing and preserved for future reference by the City and the Association.

### B.3 Substance Abuse Testing Procedures.

(a) The Employer will transport the suspected employee to a pre-determined testing facility, if necessary.

(b) The employee will be requested to submit to the testing procedures. The employee has the right to refuse to submit to the tests; however, refusal to submit to the tests will be grounds for discharge.

(c) The employee will provide a urine sample, a blood sample or breath sample. The urine sample will be provided for analysis to determine the amount, if any, contained in the employee's urine of all substances listed in subsection (f) below. The blood or breath sample will be provided for analysis to determine the amount, if any, of ethyl alcohol contained in the employee's blood or breath. The blood and urine samples will be analyzed by a laboratory approved by U.S Department of Transportation.

(d) Collection of the specimens will be under the direction of qualified medical or law enforcement personnel. Collection of the specimens will take place as soon as possible following the observation, accident or incident. The employee will cooperate fully in the collection of the specimens. Employee tampering with the specimens or refusal to submit to the test within a reasonable period of time will result in discharge. If the employee is physically unable to provide a urine sample, the blood sample will be analyzed by the laboratory to determine if any of those substances listed in subsection (f) below are present in the employee's blood. However, within twenty-four (24) hours following the drawing of the blood sample, the employee will submit to a urine test. If the employee fails to provide the urine sample within

a twenty-four (24) hour time frame, that action will result in disciplinary measures which may include discharge.

- (e) After collection of the specimens, the employee will be transported to the employee's residence or other safe location. The employee may be suspended from work with pay until the test results become available and are evaluated.
- (f) All specimens will be forwarded to the laboratory for analysis. Strict adherence to the chain of custody requirements will be followed during the transportation of the specimen to the laboratory. The laboratory will analyze the specimen for the substances listed herein. The laboratory will perform initial screening, and if positive results occur, confirmatory tests on the specimen. The confirmatory test shall be the GC/MS test.

Levels. The following cutoff levels shall conform to current DOT standards and shall be used for the initial screening of specimens to determine whether they are negative for these drugs or classes of drugs:

	<u>Test Level</u>
(ng / ml)	
Amphetamines	1000
Barbiturates	300
Benzodiazepines	300
Cannabinoids	100
Cocaine nietaholites	300
Methadone	300
Methaqualone	300
Opiates (Codeine)	300
Opiates (Morphine)	300
Phencyclidine (PCP)	25
Propoxyphene	300
For general purposes and CDL	
Level of the positive result for ethyl alcohol	0.02 gr/dl
For liability purposes	
Level of the positive result for ethyl alcohol	0.01 gr/dl

This paragraph pertains to drug test levels because there is no confirmatory GC/MS technique for confirming alcohol. All specimens for drugs identified as positive on the initial screening shall be confirmed by GC/MS techniques at cutoff levels under the rules of the Department of Transportation (DOT), 49 CFR, Part 40, Section 40.29(F) and any amendments thereto, as well as regulatory rules and regulations.

An employee violates the alcohol part of this policy if an employee has an alcohol level of 0.02 for general purposes and CDL employee status. An employee violates the alcohol part of this policy if the employee has a 0.01 level of alcohol if this relates to a City liability and damages matter. These levels are based on results from any blood, breath, and/or urine specimen testing.

All specimens identified as positive on the initial screening shall be confirmed by GC/MS techniques at cut off levels under the rules of the Department of Transportation (DOT) 49 CFR, Part 40, Section 40.29(f). The laboratory will communicate the test results to the Department Head. The Department Head will evaluate those results, and confer with the Commissioners to determine the City's course of action.

- (g) Test results will be stored at the Personnel Office in a secure file outside the regular personnel files. Access to the file will be extremely restricted--only the City Manager, the applicable Department Head and employee will have access. All records will be treated in the most confidential fashion by the City and the Association. Disclosures, without employee consent, may occur when:
  - (1) The information is compelled by law or judicial or administrative process.
  - (2) The information has been placed at issue in a formal dispute between the Employer and the employee.
  - (3) The information is needed by medical personnel for the diagnosis or treatment of a patient who is unable to authorize disclosure.
- (h) All costs associated with substance abuse testing, other than an independent analysis requested by the employee, will be paid by the Employer.
- (i) Should analysis of the specimens indicate a negative level of a substance in an employee's system, the employee will be reinstated to the employee's former position. All test results shall be kept in the Personnel Office in accordance with B.3(g).
- (j) Should analysis of the specimens indicate a positive level of a substance in an employee's system, the City shall:
  - (1) Provide the employee an opportunity to enter into a Last Chance Agreement. Included in the Last Chance Agreement, the employee will be evaluated by a qualified drug/alcohol counselor to determine the extent of the employee's chemical dependency. If, in the opinion of the counselor, the employee requires rehabilitation services, the employee will be placed on a non-paid leave-of-absence for a period not to exceed ninety (90) days and enroll and complete a certified alcohol and/or drug rehabilitation program. An employee may use accumulated sick leave or vacation during this ninety (90) day period. If the employee successfully enrolls and completes the program within ninety (90) days, the employee will be reinstated to the employee's

former position. The City reserves the right of concurrence on the selection of the rehabilitation counselor, facility and program content. Cost of the rehabilitation program will be paid by the employee or medical insurance provider (within contractual limitation). The employee will submit semi-weekly written progress reports from the employee's counselor during the entire treatment program. The employee will be reinstated to the employee's former position when the following conditions have been met:

- a. The employee has successfully completed the treatment program; and
- b. The attending counselor has formally released the employee to return to work; and
- c. The employee agrees to submit to a substance abuse test.

During the next twelve (12) months following reinstatement, the employee consents to be tested for the presence of alcohol, drugs and/or controlled substances at any time, with or without cause. Any subsequent violation of this Agreement will be grounds for immediate discharge.

B.4 Self-Recognized Substance Abuse. Employees with a substance abuse problem must immediately notify their supervisor of their condition. For evaluation purposes, a substance abuse test may be appropriate. If, in the opinion of a qualified drug/alcohol counselor, the employee requires rehabilitation services, the employee will have an option to enroll in a rehabilitation program and be subjected to the guidelines as outlined in Section B.3 above. Any employee who complies with the above requirements prior to a violation of this policy shall be immediately granted leave without pay in accordance with Section B.3 (j)(1) above.

## **APPENDIX "C" – Fitness Standards, Testing & Premium Pay**

### **City of Sunnyside -- Police Officers Guild Collective Bargaining Agreement January 1, 2010 – December 31, 2012**

#### **A. PURPOSE**

The purpose of this Personal Physical Fitness Standards and Testing Program ("Program") is to promote physical fitness of police officers within the Sunnyside Police Department, and to specify the scheduling, conduct and administration of semi-annual physical fitness ability testing for police officers.

#### **B. PARTICIPATION**

- 1.) New Hires. Effective the date referenced below, all new hire police officers shall be required, as a condition of employment, to be enrolled and participate in the Program, and to meet the minimum physical fitness testing standards as described below (Section F(1)). "New hire" shall include entry-level and lateral transfer police officers. Such new hire police officers shall be required to be enrolled and participate in the Program, and to meet such minimum fitness testing standards for a period of sixty (60) months following date of hire. Thereafter, enrollment and participation in the Program shall be optional at the election of the employee.
- 2.) Current Employees. For police officers employed on or before the effective date of this Program, participation and physical fitness testing shall be optional at the election of the employee. Current bargaining unit employees who elect to not enroll and participate in the Program shall not be eligible for the monetary fitness incentive described below.  
  
Current employees may elect at any time to enroll, participate and test under the Program, and upon passing the applicable testing standard, shall receive the monetary fitness incentive described below.
- 3.) Nondiscrimination. The Employer will not discriminate against any employee for exercising any option to enroll and participate, or not to enroll or participate, in the Program.

#### **C. PHYSICAL FITNESS ABILITY TEST DESCRIPTION**

The physical fitness ability test shall be the same as the physical fitness ability test administered by the Washington State Criminal Justice Training Center (WSCJTC) for its entry level police academy recruits, and used at the time the Sunnyside Police Department conducts its testing for new police officers. A summary description of the test currently utilized by the Sunnyside Police Department is attached hereto and incorporated herein.

#### **D. ADMINISTRATION OF PHYSICAL FITNESS TESTING**

The physical fitness ability testing shall be conducted twice each year, with the first test administered in October, 2004, and the second in April, 2005, with semi-annual testing thereafter in the same months. Participating employees shall be notified at least thirty (30) days in advance of the specific testing date, time and location. The Employer may select months other than those named above for succeeding years, provided the two annual testing dates are at least six (6) months apart, and shall provide participating employees at least thirty (30) days advance notice of the date, time and location of the test.

All participating employees must make themselves available on the scheduled test dates. Employees who are ill or injured on the date of any scheduled test may request an alternate test date or alternate scope of test by providing medical documentation of their condition. A request for an alternate test date or alternate scope of test must be made sufficiently in advance of the test date, so the Employer can fairly and fully consider and schedule any requested alternate test date or alternate scope of test. Last hour requests will not be considered. The Police Chief shall make the final decision regarding the granting of alternate test date or scope of test.

Employees who have an emergent or extraordinary schedule conflict with the announced test dates may request an alternate test date. The reason(s) for the request must be presented to the Police Chief in writing preferably at least five (5) days before the scheduled test date. The Police Chief shall make the final decision regarding the granting of alternate test date and arrangements.

## **E. TEST RESULTS**

- 1.) New Hires. For officers employed after the effective date of this Program, and for a period of sixty (60) months following date of hire, passing the minimum test requirements shall be a condition of employment. Failure to achieve a passing score shall invoke the following procedures: (a) The employee shall not receive, and shall not be eligible to receive, any fitness incentive pay as described below until a passing score is achieved, but in no event shall such employee be entitled to receive any such fitness incentive pay until the next scheduled semi-annual test is conducted; (b) Failure to achieve a minimum passing score on the next succeeding scheduled semi-annual fitness test shall be grounds for the new hire officer to be sent for a medical examination to determine if there is a medical reason that the officer did not successfully meet the minimum standard. If no medical reason can be found for the officer's failure to meet the minimum requirements, then discipline, up to and including termination of employment, may result.
- 2.) Current Employees. Those employees hired before the effective date of this Program who elect to enroll and participate in the Program, and who achieve a passing score on each semi-annual test, shall be entitled to receive the fitness incentive pay described below. If such employees do not achieve a passing score on any semi-annual test, such employees shall not receive, and shall not be eligible to receive, any fitness incentive pay until a passing score is achieved, but in no event shall such employee be entitled to receive any such fitness incentive pay until the next succeeding scheduled semi-annual test is conducted.

## **F. FITNESS TEST BENCHMARKS – FITNESS INCENTIVE PAY**

- 1.) Minimum Test Requirements. To be eligible to receive fitness incentive pay, participating employees must pass and achieve at least 30-points in each of the test categories shown on the attached WSCJTC Physical Fitness Ability Test (Sit-ups, 1.5 Mile, 300 Meter, Push-ups), and a combined score of 160 for all four components.  
  
Each participating employee who achieves the above minimum score shall be entitled to receive fitness incentive pay, paid monthly, in an amount equal to one and one-half percent (1.5%) of the employee's base monthly salary.
- 2.) Additional Incentive Pay. Each participating employee who achieves a combined score of 180 for all four components shall be entitled to receive an additional fitness incentive payment, paid monthly, an amount equal to one and one-half percent (1.5%) of the employee's base monthly salary.