

**2022-2024
POLICE SUPPORT SERVICES AGREEMENT
BETWEEN
CITY OF PULLMAN, WASHINGTON
AND
PULLMAN POLICE OFFICERS' GUILD**

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This Agreement is entered into between the city of Pullman, Washington, hereinafter referred to as the Employer, and the Pullman Police Officers' Guild, hereinafter referred to as the Guild. It is the purpose of this Agreement to achieve and maintain the efficiency and productive initiative of the Employer and Police Support Services, together with promoting harmonious relations between the Employer and the Guild, and to provide for the rights, well-being, and security of the Support Services employees.

ARTICLE 1 - GUILD SECURITY

- 1.01 **Membership.** Membership or non-membership in the Guild shall be the individual choice of employees covered by this Agreement.

ARTICLE 2 - RECOGNITION

The Employer agrees to recognize the Guild as the sole collective bargaining agent for all full-time and regular part-time non-uniformed employees of the Police Department of the Employer; excluding supervisors, confidential employees, and all other employees of the Employer.

ARTICLE 3 - PAYROLL DEDUCTION

- 3.01 Upon receipt of a written, signed, voluntary authorization, the Employer will deduct, in the manner provided by law, Guild dues, fees, costs, charges, and assessments from wages of employees working under this Agreement. The amount so deducted shall be mailed or, if elected by the City, electronically transmitted by electronic funds transfer (EFT) to the Guild or its designee each month. Dues deduction will be consistent with Article 1 - Guild Security. Such authorization shall be terminable upon such notice as is specified in the authorization.
- 3.02 The Guild agrees to defend, indemnify, and hold the Employer harmless with respect to claims against the Employer as a result of compliance with the provisions of this article.
- 3.03 The parties agree that the Guild will maintain membership in PORAC for coverage under Plan II, Civil and Criminal Action for all uniformed commissioned and non-uniformed non-commissioned employees represented by the Guild and any and all reserve police officers serving the City of Pullman.

Currently, the cost for such coverage is \$4.00 per month, per employee, as represented by the Guild, and at no time shall the City's monthly contribution rate for the Plan II coverage exceed \$5.35 per person covered.

Any cost over and above the maximum of \$5.35 shall be borne by the employees.

The Guild shall bill the City quarterly for the premium required to be paid by the Guild for Plan II coverage; except that such billing to the City by the Guild shall

exclude the cost of the non-uniformed non-commissioned Guild employees covered by the Guild's Plan II coverage. The City shall pay the Guild within fifteen (15) days of receipt of the Guild's billing from the Guild to the City.

Pullman Police Officers' Guild leadership shall be responsible for all enrollment paperwork and any other paperwork related to membership outside of payment of the invoice for the coverage.

ARTICLE 4 - PRODUCTIVITY

It is agreed by the Employer and the Guild that each are jointly responsible for developing and maintaining a high level of efficiency for providing services. Productivity, the ability to increase service with a minimum of employee-hour costs, together with innovative practices to achieve the goal, will be the responsibility of all parties to this Agreement.

ARTICLE 5 - DISCRIMINATION

- 5.01 The parties agree to abide by federal and state law and local ordinance with respect to discrimination against any person, unless based on a bonafide occupational qualification.
- 5.02 While grievances related to this provision may be filed and processed to the conclusion as provided in the grievance procedure, should an employee also seek relief through the state Human Rights Commission, EEOC, or another source of administrative relief, then any grievance settlement or arbitration award shall be mitigated in kind or quality of relief obtained through the outside source of relief.

ARTICLE 6 - DEPARTMENT OPERATIONAL POLICIES AND PROCEDURES

- 6.01 The revised department manual will be disseminated electronically, and maintained in a read only format on a computer drive dedicated for this purpose. The official copy will be signed by the Chief of Police and maintained in the administrative files. Only the Chief of Police is authorized to change, modify, or delete disseminated copies of department policies and procedures.
- 6.02 New and existing policies and procedures, not currently available in department manuals, will be distributed to all personnel and the Guild leadership electronically. Permanent hard copies of current operational policies and procedures will be maintained by each sergeant, and will be electronically accessible to any member of the department and/or the Guild leadership. As noted above, a separate hard copy will be maintained in the administrative offices of the department along with the official electronic copy.
- 6.03 New policies or procedures, or revisions to existing policies or procedures, may not be implemented until after the Chief has reviewed and authorized their

implementation. Policies will become effective five (5) days from the date of the Chief's signature (on an original copy), and will be maintained in the administrative files of the department.

6.04 Interim Policies and Directives:

Directives are defined as written (email or written) instructions or guidelines by department administration or supervisors to personnel applying to particular occasional administrative needs, daily operational needs, or interim policies. Directives are intended to provide instruction and guidance to employees. Directives are considered effective in duration as indicated by the specific directive, shall supersede previous directives, and shall stand until incorporated into the policy manual or rescinded in writing by department administration or supervisor. Directives will be kept in a standard centralized location and will be reviewed annually.

6.05 The time lines noted above may be modified by mutual agreement.

ARTICLE 7 - SUPERVISORY DUTIES

In the absence of the Support Services Manager, the on-shift patrol supervisor shall be in charge of support operations. Other support services employees will not perform the duties of a supervisor. As illustration, the supervisor may direct employees to complete calls to obtain relief personnel. Decisions will be made by the supervisor-in-charge. (i.e. The need for hold over or call-in.)

ARTICLE 8 - GUILD BUSINESS

- 8.01 The Guild acknowledges that the progress of work is considered paramount and that the use of Employer time or premises for Guild business will be limited to that reasonably required.
- 8.02 Guild business shall be defined as the investigation or processing of a grievance, contract administration, or other Guild representation functions. Time, during working hours, to discharge such duties shall not be unreasonably withheld by the Support Services Manager or designee.
- 8.03 The Employer agrees that duly authorized Guild representatives may engage in the bargaining and/or grievance process, during their work hours at the Employer's expense, provided that in exigent circumstances they may be called upon for other duties. The Employer agrees that subject to guidelines in Section 8.01 above, the Guild may use Employer equipment/facilities during work time with approval of the Chief of Police, Support Services Manager or designee. Such use shall not impede Employer operations and expendables shall be reimbursed at cost.

- 8.04 Any person who performs services under the direction or on behalf of the Guild, or who serves on a committee, shall not be discriminated against.
- 8.05 The Guild agrees to timely notify the Support Services Manager, in writing, of the membership of the Guild Executive Board.
- 8.06 One (1) authorized Guild representative at any given time will be granted leave without pay for the purpose of attending Guild conferences and meetings; provided that the authorized representative's absence will not adversely affect the Employer's operations nor cause the Employer to incur additional expense. Notice of intent to be absent for such purposes shall be given the Employer in sufficient time to enable him to secure someone to perform the employee's duties. The Guild agrees to assist, upon request, in arranging for a replacement when necessary.
- 8.07 Employees on duty shall be allowed to attend quarterly or contract ratification Guild meetings held at the department, for a reasonable time subject to calls for service.

ARTICLE 9 - HOURS OF WORK

- 9.01 1. HOURS OF WORK: The work week, Sunday through Saturday, allowing consecutive days off, shall be composed of forty (40) hours per week, either in five (5) consecutive 8-hour days or four (4) consecutive 10-hour days.
2. Only for the purpose of shift rotations, the following supplemental provisions and exceptions to 9.01(1) will apply:
- A. The Guild, employee, and City will agree to adjust shift schedules for the first workweek, Sunday through Saturday, after the shift rotation to ensure the employee is scheduled to work 40 regular hours in that workweek, with two consecutive days off and not less than eight hours off between shifts.
 - B. To ensure not less than eight hours off between shifts during shift rotations, the City may adjust individual shifts that are immediately before or after the shift rotation with two weeks' advanced notice to the employee consistent with past practice,
 - C. Shift rotations will take place on the Sunday closest to the first of the months of January, May, and September. (For example, the January 2016 shift rotation will take place on January 3; the May 2016 shift rotation on May 1; and the September 2016 shift rotation on September 4.
 - D. The parties will discuss and attempt to resolve circumstances surrounding shift rotations that are not covered in Section 9.01(2).

9.02 Inclusive in the eight (8)-hour day or ten (10)-hour day will be a one-half (1/2) hour paid lunch and two (2) fifteen (15)-minute breaks for all employees. Employees in Support Services shall have the option of working an eight (8)-hour day including one-half (1/2) hour paid lunch or working an eight (8)-hour day plus a one (1) hour non-paid lunch. The above formula will apply to the ten (10)-hour day as well. Breaks may be combined or taken separately at the employee's option.

9.03 Records Specialists/Public Records Specialist

1. Records Specialist: The Records unit is staffed by six full-time Records Specialists. All Records Specialists will receive training, to include, but not limited to: Public Records Requests, IBR, coding, court docket, case approval, case disposition, case destruction, and background requests.
2. Public Records Specialist: This is an assignment within the Records Specialist position. The work will primarily be handling all public records requests, officer and car video requests with secondary duties of Records Specialist in the event of staffing level shortages.

All Records Specialists, including the Public Records Specialist, will work a 4, 10-hour shift.

When at full staffing, the Public Records Specialist may be scheduled to work either Day Shift or Swing Shift, whichever shift is most beneficial for them to complete their Public Records duties.

The assignment of Public Records Specialist will be assigned for a period of three (3) years. Due to the specialized nature of the position, the initial year of the assignment will be a trial year in which the employee assigned as the Public Records Specialist may opt to end their assignment or the Chief of Police may do so at the Chief's initiative without a showing of just cause. Should the Chief and the Public Records Specialist both desire to continue the assignment, then the assignment will be continued to the completion of the initial three (3) year assignment. At the conclusion of the initial three (3) year assignment, should the Chief and Public Records Specialist both desire to continue the assignment, then the assignment will be continued in one (1) year increments for up to three (3) additional years, for a total of six (6) years maximum. At the end of each additional year extension, the Public Records Specialist may opt to end their assignment or the Chief of Police may do so at the Chief's initiative without a showing of just cause. The Chief retains the right to remove the Public Records Specialist from the assignment at any time for just cause. Initial three (3) year assignments and any additional one (1) year extensions must be in writing with a copy provided contemporaneously to the Guild President or designee.

9.04 Records Specialist/Public Records Schedules

1. The following sets forth the schedules for Records Specialist bargaining unit members, including the Public Records Specialist when fully staffed and during times when there are Records vacancies, and times where there is extended leave approved (over 1 month). For scheduling purposes, vacancies are defined as when there are less than seven (7) full-time Records Specialist employees who have completed their initial training and are assigned to work a shift on their own without a trainer. All Records Specialists, including the Public Records Specialist, will work a ten-hour shift schedule.

Schedules are set forth in Appendix C, Records Schedules.

Coverage for scheduling gaps will be in the following order or preference:

- A. Light-duty assignment by Police Officers or Code Enforcement Officers, or voluntary overtime by Records Specialist members.
- B. Voluntary overtime by Code Enforcement Officers.
- C. Coverage by an on-duty Code Enforcement Officer.
- D. Mandatory overtime by Records Specialists that does not require a member work a double shift and based on rotating inverse seniority (starting with member with lowest seniority who is not on approved leave and moving up through the seniority list to the person with the most seniority, then back to the member with lowest seniority when the list is exhausted. If a member is on approved leave at the time of the mandatory overtime assignment, s/he will be required to work the next mandatory assignment before the list is exhausted).
- E. Closing records.

Adjustments of shift assignment and days off may be made upon two weeks' notice to the employee, except for training which is three weeks' notice. Such adjustments shall not affect the ability of the department to carry out its functions. The required two- and three-week notices for scheduling adjustments may be waived by mutual agreement of management and the employee.

2. Bidding: Records Specialist employees will bid for their shifts (Day, Swing, or Graveyard) on an annual basis by seniority. The Public Records Specialist will not bid. The most senior Records Specialist employee will bid for one (1) shift following by the next most senior Records Specialist employee who will bid for one (1) available shift. Lastly, the least senior Records Specialist employee will bid for one (1) available shift. Records Specialist employees will continued to bid one (1) shift at a time by seniority until the available shifts are filled for the year. During times of short staffing, the bidding process will proceed as outlined and the Public Records

Specialist will be assigned to fill a vacant track following the appropriate schedule module set forth in Appendix C, Records Schedules.

3. Furthermore, in the event the Public Records Specialist staff member is on extended leave (over 1 month) the City will appoint an interim Public Records Specialist from among the Records Specialist staff in order to comply with RCW 42.56.040. The appropriate schedule model will be used during the time of the leave. The designation of interim Public Records Specialist will not impact which track the Interim Public Records Specialist is assigned

The bidding matrix Records Specialists will use will be as follows:

| | Winter | Spring | Fall |
|---------|--------|--------|------|
| Day 1 | | | |
| Day 2 | | | |
| Swing 1 | | | |
| Swing 2 | | | |
| Grave 1 | | | |
| Grave 2 | | | |

With the exception of the employee assigned to the Public Records Specialist position, Records Specialists will not work more than two (2) rotations in a row on a particular shift (Day, Swing, Grave). If a Records Specialist works less than half of a rotation on a particular shift, it shall not count as a full rotation. If a Records Specialist works more than half of a rotation on a particular shift, it will count as a full rotation. The Chief of Police has discretion to modify a shift or schedule for an employee for exceptional circumstances. If the Chief of Police modifies the schedule to allow a Records employee to work a particular shift for exceptional circumstances, the accommodation will be considered that employee's first shift bid.

3. Mid-rotation staffing changes. When a Records vacancy occurs during a rotation, in lieu of rebidding, the Chief will implement a schedule that reflects the vacant shift as set forth in Appendix B, Records Schedules. When a vacancy is filled during a rotation, in lieu of rebidding, the Chief will implement a schedule that reflects the filled shift as set forth in Appendix B, Records Schedules. When a Records vacancy occurs or when a vacancy is filled, at least two weeks prior to the start of the next rotation, Records employees will re-bid for the remaining rotations in the calendar year under the applicable staffing model (i.e., full staffing, 1, 2, or 3 down).
4. Overtime: Any time worked in excess of a scheduled ten (10)-hour workday will be compensated as overtime, which is calculated at 1.5 times the regular rate of pay, as set forth in Article 10. Nothing in this article is intended to

change previously established practice for the calculation of overtime hours worked beyond a regularly scheduled shift, or when called back to work on a regular workday or when called back to work on regular days off.

9.05 Code Enforcement Schedules

1. Code Enforcement Officers will work:
Code Enforcement Supervisor: 10 hour shift working Monday – Thursday 0800-1800 hours
Downtown Code Enforcement Officer: 10 hour shift working Tuesday – Friday 0800-1800 hours
Code Enforcement Officer: 10 hour shift working Sunday – Wednesday 0800-1800 hours with downtown parking coverage on Monday of each week.
Code Enforcement Officer: 10 hour shift working Wednesday – Saturday 0800-1800 hours
2. Overtime: Any time worked in excess of a scheduled eight (8) or ten (10)-hour workday will be compensated as overtime, which is calculated at 1.5 times the regular rate of pay, as set forth in Article 10. Nothing in this article is intended to change previously established practice for the calculation of overtime hours worked beyond a regularly scheduled shift, or when called back to work on a regular workday or when called back to work on regular days off.

9.06 Police Technology Specialist and Property Officer Schedules

1. Employees working as a Police Technology Specialist or Property Officer may work either a 5-8 or 4-10 schedule as outlined in Section 9.01. Currently the Police Technology Specialist is working a 5-8 schedule Monday through Friday 0800-1700. Currently the Property Officer is working a 4-10 schedule Tuesday – Friday 0600-1400.
2. Changes to the current schedules can be made by mutual agreement of the employee and management taking into consideration the needs of the Department and employee. If a schedule is changed, the PPOG will be notified in writing.
3. Overtime: Any time worked in excess of a scheduled eight (8) or ten (10)-hour workday will be compensated as overtime, which is calculated at 1.5 times the regular rate of pay, as set forth in Article 10. Nothing in this article is intended to change previously established practice for the calculation of overtime hours worked beyond a regularly scheduled shift, or when called back to work on a regular workday or when called back to work on regular days off.

9.07 See Appendix B for WSP/Kiwanis Law Enforcement Youth Camp agreement.

ARTICLE 10 – OVERTIME AND CALLBACK

10.01 For a work week of five (5) eight (8)-hour days, any employee working over eight (8) hours in one (1) day or over forty (40) hours per week shall be paid at one and one-half (1-1/2) times their regular rate of pay for the hours worked in excess of such time.

For a work week of four (4) ten (10)-hour days, any employee working over ten (10) hours in one (1) day or over forty (40) hours per week shall be paid at one and one-half (1-1/2) times their regular rate of pay for the hours worked in excess of such time or as otherwise mutually agreed consistent with the principle of a forty (40)-hour week.

10.02 Employees working authorized overtime shall be entitled to his/her regular hourly rate times one and one-half (1-1/2). However, at the employee's request and with the concurrence of the supervisor, the employee shall be compensated with time off at the time and one-half rate (1-1/2). Employees with authorized overtime entitlement to compensatory time off may not accrue such "credit" over seventy-two (72) hours. An employee accumulating more than seventy-two (72) hours of compensatory time shall be paid for all time in excess of seventy-two (72) hours monthly. All employees will be allowed to accumulate a maximum of seventy-two (72) compensatory hours.

10.03 An employee ordered to remain on duty at the end of his regular shift or to report early shall be paid at the applicable overtime rate for time actually worked, calculated to the next one-quarter (1/4) hour.

10.04 Call-Back Pay

1. An employee, who is not at the police facility and who is called to work prior to the start of his/her regular shift for a period of time which is less than two (2) hours, shall receive a minimum of two (2) hours of overtime compensation.
2. An employee who is called in to court contiguous to the start of his/her shift shall receive a minimum of one (1) hour of overtime compensation if called in one (1) hour or less before the start of his/her shift, and a minimum of two (2) hours of overtime compensation if called in more than one (1) hour before the start of his/her shift.
3. An employee called to report for duty on his/her day off or holiday shall be guaranteed a minimum of three (3) hours at the applicable overtime rate.

“Day off” begins at the time an employee leaves the work place, excluding overtime at the end of the shift, of the last day of the scheduled work week and ends on the first day of work at the beginning of the scheduled shift, on the next scheduled workday of the next scheduled work week.

- 10.05 The employee shall submit, on proper forms, the reason for overtime to the supervisor or duty Sergeant who shall log and document overtime and off-duty hours worked subject to the approval and authorization of the Support Services Manager.
- 10.06 The Employer has the right to schedule overtime work as required in a manner most advantageous to the Employer and consistent with requirements of municipal employment and public interest and within the capabilities of the personnel so involved.
- 10.07 If an employee is present at the police facility contiguous to the start of his/her scheduled shift, and is ordered to work (as distinguished from being called to work when he/she is not at work) thirty (30) minutes or less before the start of his/her regular shift, said employee shall be paid at the applicable overtime rate for time actually worked, calculated to the full one-quarter (1/4) hour.
- 10.08 If an employee is present at the police facility contiguous to the start of his/her shift and is ordered to work (as distinguished from being called to work when he/she is not at the police facility) more than thirty (30) minutes before the start of his/her regular shift, said employee shall be paid a minimum of one (1) hour of overtime compensation.

ARTICLE 11 - HOLIDAYS

- 11.01 Each employee shall be afforded twelve (12) floating holidays per year (96 hours). As used in this Article, the year will be from December 1 through November 30. The employee may use the floating holidays with the Support Services Manager’s permission, or bank them and be paid out one (1) time per year. Payment for holidays shall be paid in a separate payroll and received no later than December 15, barring exigent circumstances (i.e., computer network problems). Employees who are hired or who terminate during the year shall receive or reimburse pro-rata pay equal to 8 hours per full month of employment. Holidays as listed for the City shall be treated as regular days of work or rest, and shall not result in additional compensation whether worked or not. The employee shall also have a holiday on any day so declared by the Mayor of Pullman.
- 11.02 In no case shall the number of holidays taken and the number of holidays paid exceed twelve (12) days per year, unless as provided in Section 11.01 above.
- 11.03 Regular part-time employees shall receive vacation on a pro-rata basis.

ARTICLE 12 - VACATION

12.01 During each twelve (12) month period of employment, vacation leave with pay shall be granted to each regular full-time employee as follows:

| | |
|-------------------------------|--------------------------|
| 1 through 5 years of service | 12 days (96 duty hours) |
| 6 through 10 years of service | 15 days (120 duty hours) |
| Over 10 years of service | 18 days (144 duty hours) |
| Over 15 years of service | 21 days (168 duty hours) |
| Over 20 years of service | 24 days (192 duty hours) |
| Over 25 years of service | 27 days (216 duty hours) |

Regular part-time employees shall receive vacation on a pro-rata basis.

12.02 Trial employees will be eligible for vacation after six (6) months. The trial period shall remain at one (1) year. No trial employee shall be paid for accrued vacation in the event of resignation, termination, or death. Split vacation schedules will be established on the basis of seniority, with the approval of the Support Services Manager, provided the Employer is able to properly staff the Department, and the wage cost to the Employer is not greater than the cost that would have been incurred had the vacation not been split.

12.03 Three (3) weeks notice: Any paid leave request provided with a minimum of three (3) weeks notice shall not normally be denied. In the circumstance that more than one employee is seeking the same leave period, the leave will normally be granted unless the department can declare an operational staffing need.

Less than three (3) weeks notice: Requests for paid leave with less than three (3) weeks notice can be granted, but are limited to staffing needs as approved by the supervisor. In the event such leave is requested, the City is not obligated to incur overtime expenses. Employees may mutually agree to trade shifts or find coverage to take such requests. Requests for such paid leaves are first come first served and, in the event requested at the same time, decided by seniority.

12.04 An employee shall be allowed to accumulate up to a maximum of thirty (30) days (240 hours) vacation time. Under no circumstances (resignation, dismissal, retirement, health, mutual agreement, reduction in force, or for any other reason) shall an employee separating from City service be compensated for more than the maximum allowable 240 hours.

12.05 In the event an employee's request for vacation is denied by the Support Services Manager due to the exigencies of the Service and cannot be rescheduled during the following one hundred and twenty (120) days, said employee shall be paid in lieu of vacation for the days in excess of the accrual limit.

ARTICLE 13 - SICK LEAVE

- 13.01 Employees can accumulate sick leave at the rate of one (1) day (eight [8] hours) per month up to a maximum of one hundred (100) days. Regular part-time employees are eligible for sick leave on a pro-rata basis. It is to be used for the following reasons: (1) illness or condition which renders the employee unable to efficiently perform his/her job; (2) an illness or hospitalization in the employee's family which requires the presence of that employee; or (3) appointment with a physician, optometrist, dentist, or other similar specialists when adequate notice has been given the supervisor. Immediate family shall be defined as mother, father, brother, sister, spouse, children, or step-children who are living in the employee's home, spouse's mother and father, step-parents, and grandparents on both sides of the family.
- 13.02 After three (3) consecutive working days of sick leave or after more than three separate sick leave occasions in a calendar month or before returning to work when the employee's ability to perform his/her job is questionable (by authority of the Chief of Police), then the employee may be requested to provide a doctor's statement verifying his/her condition. The Support Services Manager may request that an employee leave the workplace and take sick leave if he/she feels that the employee's condition warrants such action. An employee who disagrees shall be required to obtain a doctor's statement which verifies fitness to work.
- 13.03 An employee may be denied sick leave when he/she fails to notify the immediate supervisor or Support Services Manager on a daily basis one (1) hour prior to the beginning of his/her regular work time except in an emergency or if sick leave is not being used for one (1) of the reasons given above. (The Support Services Manager or designee may waive this requirement for extended periods.) Inappropriate use of sick leave may be cause for discipline.
- 13.04 It shall be the employee's responsibility to not overdraw his/her accumulated sick leave. When an employee exceeds his/her accrued sick leave hours and vacation leave, the employee shall take leave without pay. The Chief, or designee, may require a doctor's verification. If the employee needs to take time in excess of three (3) days per occurrence, If an employee exceeds his/her accrued sick and vacation leave, those excess hours shall be unpaid. At this point, the employee shall be required to submit a request for a leave of absence. If this request is either not made by the employee or is denied, the employee may be subject to appropriate disciplinary action.
- 13.05 The parties agree that the Police Chief or his/her designee may require an employee to undergo a fitness-for-duty medical examination if the Chief finds reasonable cause exists. Any such medical examination shall be at City expense and the employee shall be compensated for the exam time involved. The City agrees that it shall comply with features of the Americans With Disabilities Act in administering this provision.

- 13.06 The parties agree to pay their respective portion of the premiums for Washington State Paid Family Medical Leave (PFML) as established by State law.

ARTICLE 14 - WORKERS' COMPENSATION/STATE INDUSTRIAL

- 14.01 Regular or trial part-time and full-time employees who sustain an on-the-job injury or illness or must be absent from work due to an incident for which they are eligible to receive coverage from the Washington State Department of Labor and Industries shall mark "SI" on their timesheets for those days or hours missed. During the period between the time an employee files a claim and the time L & I makes a determination of covered eligibility, the employee may use accrued sick leave or any paid leave (if eligible) in any order, to cover the initial time loss until these resources are exhausted. If L & I makes a determination that the claim is valid and provides coverage back to the date of the incident, the sick leave or any paid leave expended may be credited back to the employee's leave balance. Credit to the employee's leave balance may only occur if the employee reimburses the City the payment received from L & I for this initial time period. Reimbursement must be made by the employee within three (3) business days of receiving payment from L & I.
- 14.02 If L&I denies the claim, the sick leave or other paid leave expended shall not be credited back to the employee's leave balance. If the employee has no accrued sick leave or other paid leave, he/she shall be placed on leave without pay.
- 14.03 Once L&I determines eligibility and the initial period of coverage has been rectified from an accounting perspective, the employee may select one (1) of the following options:
1. The employee may be placed on Leave Without Pay Status and receive L&I's Workers' Compensation payment while on injury leave. If the employee elects this option, then any leave charged the employee for time loss before L&I's determination, shall be credited back to the employee's leave balance as noted in Section 14.01.
 2. The employee may continue to receive full wage (including premium pay being received at the time of injury or illness) and benefits until such time as the employee exhausts all accrued sick leave and other paid leaves provided that:
 - A. The employee has a positive leave balance. The difference between L&I's payment and the employee's wage shall be charged to the employee's sick leave or other paid leave as designated by the employee.

- B. The employee repays the City the amount covered by Workers' Compensation within three (3) business days of receiving payment from L&I. Failure to reimburse the City may result in legal action by the state for dual compensation and/or disciplinary action by the Employer.
- C. Once the employee exhausts all accrued paid leaves, then he/she shall be placed on Leave Without Pay Status, and shall only draw Workers' Compensation from L&I.

14.04 The maximum period of coverage that any employee may receive under this benefit is six (6) calendar months from the date of the incident. After the six (6)-month period, if the employee is unable to perform the essential functions of the job, with or without a reasonable accommodation, the employee may be terminated from the work force. Reinstatement shall be in compliance with Chapter 41.26 RCW.

ARTICLE 15 – FAMILY MEDICAL LEAVE ACT

The federal Family and Medical Leave Act of 1993 provides up to twelve (12) weeks of unpaid, job-protected leave every twelve (12) months to eligible employees for any of the following reasons:

- 15.01 To care for a child after birth, or placement in the home due to adoption or foster care. Leave to care for a child after birth or placement for adoption or foster care must be concluded within twelve (12) months of the birth or placement.
- 15.02 To care for a spouse, parent, parent-in-law, grandparent, or child with a serious health condition, or as required by law.
- 15.03 The employee's own serious health condition which prevents him/her from performing, the essential job functions of the position.

For purposes of calculating leave eligibility, the twelve (12)-month period is a rolling twelve (12)-month period measured backwards from the date an employee first uses any FMLA leave.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves hospitalization or continuing treatment by a doctor. The term, a serious health condition, is intended to cover conditions or illnesses affecting one's health to the extent that inpatient care is required, or absences are necessary on a recurring basis, or for more than a few days, for treatment or recovery. When inpatient care is not involved, the regulations require that the absence from work or from school, or incapacity for performing other daily activities in the case of a family member, be for a period of more than three (3) days in addition to requiring the continuing treatment by a health care provider.

- 15.04 Eligible employees are entitled to up to 12 weeks of leave because of “any qualifying exigency” arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation. By the terms of the statute, this provision requires the Secretary of Labor to issue regulations defining “any qualifying exigency.”
- 15.05 An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the servicemember. This military caregiver leave is available during “a single 12-month period” during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave.
- 15.06 Intermittent Leave. Under some circumstances, the FMLA leave may be taken intermittently, e.g., either in small blocks of time, or as a partial reduction in normal daily or weekly hours. FMLA leave may be taken intermittently if medically necessary because of a serious health condition. If FMLA is for the birth or placement for adoption or foster care, use of intermittent leave is subject to approval by the department head and City Supervisor.
- 15.07 Notice of FMLA Leave. When an employee uses leave for a purpose for which FMLA leave is available and if the employee expressly agrees in writing, the City will designate the leave as counting against his/her FMLA leave allowance by providing written notice to the employee within three (3) days of the use of the leave. Supervisors or department heads are responsible for notifying the City when an employee is using leave for a reason covered by the FMLA so their leave may be properly assigned after conferral with the employee and, if requested by the employee, the employee’s Guild representative. In cases where the employee has been absent three (3) or more days due to an illness or injury, the supervisor or department head should notify the Human Resources Department.
- 15.08 The employee may elect to use any paid or earned leaves during the FMLA leave period. Paid leaves must be used prior to leave without pay.

ARTICLE 16 - UNIFORMS AND EQUIPMENT

- 16.01 For any employee required to wear uniforms of a type specified by the Employer, the Employer shall furnish and maintain two (2) complete summer and two (2) complete winter uniforms including necessary foul weather gear and excluding personal items such as underwear, stockings, and shoes. The Employer will repair any items of personal clothing damaged because of the performance of duty, excluding personal items listed above.

- 16.02 The Employer shall furnish required specialized equipment. The Employer shall repair or replace items of equipment rendered unserviceable in the conduct of duty.
- 16.03 The Employer will provide Support Service Records Specialists a shirt of a style, color, and material approved by the Chief of Police for on-the-job wear.
- 16.04 The Employer will issue soft body armor to any Code Enforcement Officer to be required to be worn on duty.
- 16.05 Code Enforcement Officers only. Each officer will receive one hundred fifty dollars (\$150) every calendar year, paid on the February 25th paycheck of each year for the purchase of footwear. Purchased footwear must comply with current Department Policy.

ARTICLE 17 - MANAGEMENT RIGHTS

- 17.01 All powers, authorities, functions, and rights not specifically and expressly restricted by this Agreement are retained by the Employer and shall continue to be subject to exclusive management control. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the Employer shall include the following:
1. The determination of Police Department policy, including the right to manage the affairs of the Police Department.
 2. The right to assign shifts and work locations.
 3. The right to direct members of the Police Department, including the right to hire, evaluate, promote, transfer, layoff, discipline, or terminate employees.
 4. The right to determine public safety standards.
 5. The allocation and assignment of work to employees within the Police Department subject to bargaining any changes in working conditions of bargaining unit members.
 6. The determination of policy affecting selection or training of Police personnel.
 7. The scheduling of operations.
 8. The establishment, modification, and enforcement of Police Department rules, regulations, and orders, subject to bargaining where applicable.

9. The introduction of new, improved, or different methods and techniques of operation of the Police Department or of changes in existing methods and techniques.
10. The right to determine the need for additional educational courses, training programs, on-the-job training, or class training.
11. The determination of the number of ranks and the number of employees within each rank.
12. The determination of the amount of supervision necessary.

17.02 The Guild does not herein waive its right to bargain mandatory subjects or other rights and privileges provided for in R.C.W. 41.56 et seq. The Employer agrees that any and all working conditions, wages, hours, and monetary benefits not covered by this Agreement shall be maintained at not less than the highest standards in effect previous to the time of signing of this Agreement.

17.03 No conditions, rights, or privileges of either party are affected unless specifically mentioned in this Agreement.

17.04 Confidentiality

1. The parties recognize the importance of maintaining the confidentiality of information and documents that constitute confidential Police Department information. At the same time, the parties recognize that the Guild must be able to discuss with the Guild's attorney matters of concern and obtain legal advice from the Guild's attorneys. The parties recognize that these two principles may at times be in conflict and the parties will work together to resolve any disputes that arise in a manner consistent with maintaining harmonious labor relations.
2. As such, it is agreed that Guild representatives and members, when necessary and in order to obtain legal advice on matters relating to wages, hours and working conditions, related to the Guild and/or Guild members, may divulge to the Guild's attorneys such otherwise confidential information. Guild representatives will make sure that the Guild's attorneys understand that the information provided is confidential and the information may not be disclosed to third parties other than the City except as required by law. In such situations, the City will respect the attorney-client relationship between the Guild and the Guild's attorneys, as protected by law.
3. Furthermore, it is agreed that the City will not interfere with Guild activity related to the Guild's attorney-client relationship, to the extent protected by RCW 41.56 and/or attorney-client privilege, and the City will not order Guild

representatives and members to divulge Guild attorney-client information, to the extent protected by RCW 41.56 and/or attorney-client privilege, nor threaten disciplinary action for failure to do so.

ARTICLE 18 - HEALTH INSURANCE

18.01 Employees shall have the following Health Insurance Options.

1. Under AWC Health First 250 Plan, the City will contribute 100% for Employee only coverage and 80% of the premiums for all eligible dependents medical insurance. Employees will be responsible for 20% of the cost of the premiums for dependent medical insurance coverage.
2. Under Health First High Deductible, the City will contribute 100% for Employee and all eligible dependents medical insurance and the City will contribute 50% of the premium savings (of the difference between the Health First 250 premiums and the High Deductible premiums) into an HSA for employee use. Employees covered under the HDHP on or before December 31, 2017, shall be grandfathered into the plan with HSA contributions at \$200/mo. for a single employee and \$400/mo. for an employee with one or more dependents). If an employee should leave the HDHP for any other plan offered by the City or opt for the \$500 in-lieu of payment to a VEBA account and then wish to return to the HDHP during an open enrollment or qualifying condition, said employee would return to the HDHP with the contribution at 50% of the premium savings as set forth above. Grandfathered employees who have a change of status and remain in the HDHP without a break of coverage would not revert to the 50% of the premium savings contribution, but would remain at the applicable \$200/mo./\$400/mo. contribution rate.

The City shall electronically make the HSA funds available to the HSA bank on the fifth working day of the month as long as this date is no later than the 7th calendar day of the month, barring exigent circumstances (i.e., computer network problems).

If the City fails to make HSA funds available to the HSA Bank on the fifth working day of the month as long as this date is no later than the seventh calendar day of the month, and that failure is not due to exigent circumstances (i.e., computer network problems) or any failure on the part of the HSA Bank (e.g., HSA Bank fails to pull the funds), then the City will make affected PPOG members whole by making the failed HSA contribution to HSA Bank within three business days of City's receipt of notice of the funding failure and interest will be awarded on the amount of the failed HSA contribution equal to the interest rate set forth in RCW 4.56.115 (currently 2.478%).

For the term of this Agreement, the employee's HSA account funds can be drawn down by the employee for any lawful health care expense payments submitted by the employee for payment during the applicable health insurance plan year.

3. Under Kaiser Permanente 200 Deductible/\$20 co-pay Plan, the City will contribute 100% for Employee and all eligible dependents medical insurance.

18.02 For the term of this Agreement, the City agrees to provide Employee Life Insurance of \$15,000 base life and \$15,000 AD&D coverage provided by Standard Life and through AWC. There are options for employee paid additional coverage for the employee and dependents with AWC. The Employee premiums would be paid one hundred percent (100%) by the City.

18.03 For the term of this Agreement, the City will provide and pay the premiums for Dental Insurance through the AWC (Delta Dental) for Employee and dependents.

18.04 Vision exams are covered under the VSP \$0 Co-Pay 2nd Pair and VSP Vision Care Plan. Kaiser 200 Plan provides employees with secondary coverage if you see an in-network provider. There is no vision exam benefit under the Health First 250 or High Deductible Health Plan.

18.05 For the term of this Agreement, except for LEOFF 1 employees, individuals that choose to be insured under a medical plan as a dependent (i.e. insured via a spouse's medical insurance plan), upon providing proof of said insurance coverage, can elect to receive a \$500 per month City paid contribution into a Voluntary Employee Benefit Association (VEBA) account in lieu of enrolling in the City's medical insurance coverage program.

Dental coverage provided and paid in full by the City at 100% for employees and dependents continues whether or not an employee is enrolled in the City provided medical plan or "opts out" of medical plan coverage. There is no vision exam coverage for employees that opt out of the medical plan. Current or future employees can only "opt out" of medical coverage during the yearly open enrollment period, or for a new employee at the time of initial employment and health insurance enrollment. It is also agreed by the parties that once an employee has made their "opt out" decision, they are bound by that decision until the next open enrollment period that is applicable to the employee or proof of loss of other coverage.

18.06 Employees regularly scheduled to work more than twenty (20) hours but less than thirty (30) hours a week over an extended period of time shall have the option of paying one-half (1/2) the cost of health insurance premiums. Employees regularly scheduled to work thirty (30) hours or more a week over an extended period of time will receive full health insurance coverage at no premium cost to them.

18.07 For the term of this Agreement, the City will provide and pay the premiums for long-

term disability (LTD) insurance with a ninety (90) day elimination period and a 60% wage continuation payment through the AWC (Standard Insurance Co.) for each employee (except LEOFF I employees who are covered for disability through a state provided program).

- 18.08 The City retains the right to choose and change the providers of the health care and life insurance benefits, so long as the level of benefits remains equivalent to or better than those benefits that were provided by the above-indicated plans on the date of entry of this Agreement.
- 18.09 The premium costs paid by the City for the insurance plans named above will be based on established AWC rates.
- 18.10 In order to receive incentives from AWC for the City achieving "Well City" status, bargaining unit members will take an active part in participating in City Wellness programs and activities.
- 18.11 The City does not permit duplication of coverage when spouses or domestic partners are both employed by the City. In such instances, an individual employee may insure himself or herself, and the spouse or domestic partner may insure any eligible dependents other than the insured spouse or domestic partner. Children may not be covered on both plans.

ARTICLE 19 - DRUG-FREE WORKPLACE & TCRB

- 19.01 In recognition and compliance with the federal Drug-Free Workplace Act, and other applicable federal statutes, the Employer and the Pullman Police Officers' Guild are committed to a drug-free workplace and have an obligation to insure public safety and trust with regard to their services and programs. Accordingly, the manufacture, distribution, dispensation, unlawful possession, or use of a controlled substance or drug not medically authorized, which would impair job performance or pose a hazard to the safety and welfare of the employee, the public, or other employees; or the possession or use of alcohol in the work place is strictly prohibited. It is the goal of this policy to prevent, eliminate, or absolve illegal drug usage through education and rehabilitation of the affected personnel.
- 19.02 Employees of the support services division of the Pullman Police Department are subject to provisions of the drug-free workplace statute and will abide by its terms.
- 19.03 Policies concerning drug-use shall be consistent with disciplinary procedures of this Agreement and the grievance procedure of this Agreement.
- 19.04 All employees of the Pullman Police Department who are covered by this Collective Bargaining Agreement shall be subject to the substance abuse policy set forth in Article 20 in the PPOG uniformed officers Collective Bargaining Agreement.

19.05 Traffic Collision Review Board (TCRB). All employees of the Pullman Police Department who are covered by this Collective Bargaining Agreement, and who operate City of Pullman vehicles while on-duty, shall be subject to the TCRB policy set forth in Article 21 in the PPOG uniformed officers Collective Bargaining Agreement.

ARTICLE 20 - SMOKING POLICY

20.01 The Employer and the Guild jointly agree that smoking or other use of tobacco is injurious to the health of users, and may also be injurious to those in close proximity to those who smoke. The parties agree therefore to discourage smoking and other tobacco use by members.

20.02 Smoking is not permitted in non-smoking areas or in police vehicles.

20.03 The use of smoking tobacco is only allowed in designated smoking areas meeting Labor and Industries' criteria.

ARTICLE 21 - PHYSICAL FITNESS

21.01 Both the Employer and the Guild agree that an appropriate level of health and physical fitness is vital to the employees' personal well-being and to the safe and efficient performance of duties.

21.02 All employees should maintain a level of physical fitness which will allow them to perform normal duties. If there is reasonable cause to believe that an employee is unable to perform normal duties due to a health or physical fitness condition, he/she may be required to submit to a physician's examination at the Employer's expense, and bring his/her health or fitness level to an acceptable standard.

21.03 The parties agree that if a physical fitness program is implemented, the current general health and fitness level of members requires assessment. These assessments and determinations should be made by a qualified expert such as an exercise physiologist or physician.

21.04 The parties mutually agree that to implement such a program requires careful study to determine both program features and reasonable standards. Each party to this agreement shall provide two (2) members to this committee who shall develop and recommend to the Guild and the Employer an acceptable physical fitness program.

ARTICLE 22 - BEREAVEMENT LEAVE

An employee shall be granted three (3) days off to attend to funeral arrangements for or attend the funeral/memorial of any immediate family member without loss of pay or benefits. Immediate family shall be defined as mother, father, brother, sister, spouse, domestic partner as defined by law, children, or step-children which are living in the employee's home, spouse's mother and father, step-parents, and grandparents on both sides of the family. If additional time is needed to attend to funeral arrangements, estate administration, or whenever distant travel is involved, up to five (5) additional days duty time may be taken using any of an employee's designated accrued paid leaves, upon approval of the Support Services Manager. Such additional time will be granted unless emergency staffing conditions necessitate the employee's presence.

ARTICLE 23 - DISCIPLINE PROCEDURES

23.01 Employees can be disciplined only for just cause. Forms of discipline include, but are not limited to: written reprimand, suspension, disciplinary demotion, and discharge. Discipline will normally be progressive, however any level of discipline may be imposed based on the totality of circumstances and just cause.

23.02 Inquiry: An inquiry is based on the reasonable belief by the Support Services Manager or the Police Chief or designee that the action or non-action alleged will not lead to disciplinary action. An inquiry is a search for specific facts and circumstances surrounding alleged action or non-action on the part of an employee. Upon opening an inquiry, the City will provide a clear written notification to the employee of the applicability of section 23.02, including enough specificity to inform the employee as to the facts that resulted in the initiation of an inquiry. From the time of written notice of an inquiry, when the Department (Chief or Commander) become aware of a need for an inquiry, the employee will be notified and the City has ninety (90) days to complete the inquiry and provide the employee that is the focus of the inquiry and the Guild with a written disposition of the inquiry.

1. Inquiries include field conciliation or mediation. Field conciliation or mediation is the lowest level of complaint usually involving an explanation of departmental or legal policy or procedure. Field conciliation or mediation will be handled by a supervisor without the required presence or involvement of the involved employee. In any event, the involved employee shall be advised of the field conciliation or mediation as soon as practical.
2. An inquiry may also include Incident/Administrative Review. Incident /Administrative Review is based upon information that reasonably leads the Support Services Manager, the Police Chief or designee to believe a more in-depth inquiry than a field conciliation or mediation is warranted and presence and involvement of the involved employee is required.
3. An inquiry may result in documentation in an employee's next performance

evaluation or may result in written supervisory counseling. Performance evaluations or written supervisory counseling are not discipline. These are less formal means of resolving issues related to daily operations or conflicts.

Written supervisory counseling may serve as evidence for future discipline. The fact that counseling occurred shall be reflected in the employee's next performance evaluation; however, this form will not be attached to the performance evaluation. If conduct of a similar nature does not occur within one (1) year from the date of occurrence, the incident will not be utilized or mentioned as part of any future disciplinary action. Written supervisory counseling will not be placed in an employee's personnel file in City Human Resources; however, the document will be maintained in the Police Department personnel file for one (1) year from the date of occurrence. If conduct of a similar nature does not occur within any subsequent one (1)-year period, then the document shall be destroyed. If conduct of a similar nature does not occur within any subsequent one-year period, then the document shall be removed from the Department personnel file. As required by the WA State Law Enforcement Records Retention Schedule, this counseling form will be maintained in the Department file for archival purposes only, and will be destroyed promptly at the end of the mandated retention period.

4. Nothing in this Article shall be construed to prevent or prohibit the Support Services Manager or the Police Chief or designee from discussing operational matters informally with employees.

23.03 Internal Investigation: An internal investigation is a search for specific facts and circumstances which involve reasonable cause to believe serious violations of policy, procedure, criminal conduct or other serious misconduct has occurred and action or non-action alleged could lead to disciplinary action.

The types of complaints that may lead to internal investigations include primary, secondary and third-party. Primary complaints are those that are received directly by persons who believe they have been the subject of misconduct from an employee. Secondary complaints are from persons who have witnessed or have knowledge of alleged misconduct from an employee including staff of the Police Department. Third-party complaints are from a person or persons acting on behalf of a complainant or organization such as an attorney or advocacy group.

23.04 Notification of Internal Investigations. The employee that is the focus of the investigation and not merely a witness shall be informed in writing of the nature of the investigation, including enough specificity to inform the employee as to the facts that resulted in the initiation of an internal investigation and the potential rules, regulations, policies, or law that may have allegedly been violated and the potential maximum level of discipline being considered. At no time will the employee in an official or unofficial capacity knowingly contact any witness or complainant while

he/she is the focus of an internal investigation. Nevertheless, the employee recognizes the employee's and the Guild's right to investigate under the PECBA. Any employee subject to an internal affairs investigation interview shall be given a minimum of forty-eight (48) hours written notice prior to any interview. This written notice shall be provided to both the employee and a current Guild executive board member.

- 23.05 Interviews: The interview of the employee that is the focus of the investigation shall not violate the employee's constitutional rights. The interview or interrogation shall take place at the Police Department, except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately with an attorney of his/her own choosing and/or a representative from the Guild for a reasonable period of time before being interviewed. An official representative of the Guild may be present during the interview to serve as counsel for the employee. The employer shall provide written notice to the employee that Guild representation is permitted. This notice shall be included with the notice of interview provided in 24.04.
- 23.06 An interview of an employee that is the focus of the investigation shall be when the employee is on duty unless the exigencies of the investigation or inquiry dictate otherwise or by mutual agreement of the parties. Interviews can be recorded by either the City or Guild, regardless of consent of any party. Any party recording the interview shall provide the other party a copy of the recording if requested. Upon such request, a copy of the recording will be provided within five (5) days, or as mutually agreed upon. Any recordings are considered work product for the purposes of litigation and shall be held in confidence by both parties.
- 23.07 The interview of an employee that is the focus of the investigation shall not be overly long, and the employee shall be entitled to such reasonable intermissions as he/she shall request for personal necessities, meals, telephone calls, and rest periods.
- 23.08 The employee that is the focus of the investigation shall not be subjected to any abusive language, nor shall he/she be threatened with dismissal, demotion, or other disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall he/she be intimidated or threatened in any other manner. No promises or rewards shall be made as an inducement to answer questions.
- 23.09 The employee that is the focus of the investigation shall be required to answer any questions involving non-criminal matters under investigation and shall be afforded all rights and privileges to which they are entitled under the laws of the State of Washington or the United States. Employees compelled to answer questions by the employer shall be provided with a written "Garrrity" warning.
- 23.10 All interviews shall be limited in scope to the activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the internal

investigation. Nothing in this Agreement shall prohibit the employer from questioning the employee that is the focus of the investigation about information which is developed during the course of the interview.

23.11 Any employee covered by this Agreement shall not be required to take any polygraph (i.e. lie detector) or similar tests.

23.12 Pre-disciplinary hearing/Loudermill: The Chief of Police shall provide a "Notice of Intent to Discipline" to the employee that is the focus of the investigation and the Guild. The "Notice of Intent to Discipline" shall include the relative facts and conclusions of the investigation, the specific violations of the Pullman Police Department Policies and Procedures, the disciplinary action contemplated and a complete copy of the entire investigation. Prior to the imposition of any discipline, the Guild and the employee that is the focus of the investigation shall be given the opportunity to meet with the Chief of Police and shall be given the opportunity to provide additional evidence or mitigating circumstances related to the investigation as it pertains to the discipline proposed.

23.13 When the Department (Chief or Commander) become aware of a need for an internal investigation, the employee will be notified and the City has ninety (90) days to complete the investigation and provide the employee that is the focus of the investigation and the Guild with a notice of intent to discipline or notice that no discipline will be imposed unless:

There is a delay, beyond the control of the City, in processing of evidence related to the investigation; or,

the employee that is the focus of the investigation refuses to cooperate and such refusal materially affects the ability to complete the investigation in a timely manner; or,

the employee that is the focus of the investigation is unavailable for interview; or

an extension to such timeline is mutually agreed by the City and the Guild.

23.14 When the investigation results in discipline imposed by the City:

The employee being disciplined and the Guild will be given an official written notice of discipline imposed including a summary of the facts, the policy violations or misconduct that occurred and an explanation of the discipline imposed.

When the investigation results in supervisory counseling imposed by the City, Article 23.02(3) will apply.

The employee or Guild representative, upon request, shall be furnished a copy of investigative materials not previously provided.

- 23.15 The Guild and an employee who is subject to any discipline may only seek appeal of discipline through the appeal and/or grievance procedures set forth in the Collective Bargaining Agreement. The Guild and each employee represented by the Guild knowingly agree and knowingly waive their right to process discipline appeals through the Civil Service Commission.
- 23.16 Any punitive sanction(s) shall become a part of the employee's personnel file for no more than one (1) year from the occurrence of the incident, except those punitive sanctions for misconduct involving intentional excessive force, theft, and misconduct which would in the state of Washington constitute a felony, in which case the punitive sanction shall become a part of the employee's personnel file for no more than three (3) years from the occurrence of the incident. At the end of these periods, if the conduct that led to the punitive sanction(s) has not been repeated by the employee, said documentation will be removed from their personnel file and maintained in a separate file in order to satisfy archival requirements, but will not be usable for future disciplinary action. The employer has the affirmative duty to remove the expired matters from the personnel file.
- 23.17 The Employer will not be able to use expired punitive actions, or allegations not sustained and/or unfounded allegations for future justifications for punitive sanctions, performance evaluations, future prospective employers, advancement, promotions, etc.
- 23.18 At the conclusion of the investigation, the employee shall be provided a timely written determination as to the outcome of the investigation.

ARTICLE 24 - STRIKES

- 24.01 The Guild agrees there shall be no strikes, slowdowns, stoppage of work, or any interference with the efficient management of the Department. The Employer agrees there shall be no lockout of employees. Should a strike, slowdown, boycott or other interruption of work occur, the Employer shall notify the Guild of the existence of such activity and request advice from the Guild as to whether the activity has been authorized. The Guild immediately thereafter shall respond to the Employer's request in writing.
- 24.02 Upon receiving notice of strike, slowdown, boycott, or other interruption of work which it has not authorized, the Guild will take all reasonable steps to terminate such activity and induce the employees concerned to return to work.
- 24.03 In the event employees participate in a strike, slowdown, boycott or other interruption of work in violation of this article, the participating employee(s) shall be subject to disciplinary action, which may include termination.

ARTICLE 25 - GRIEVANCE PROCEDURE

25.01 Scope of Grievance Procedure - The purpose of this Grievance Procedure is to establish effective machinery for the fair, expeditious, and orderly adjustment of grievances. Only matters involving the interpretation, application, or enforcement of the express terms of this Agreement shall constitute a grievance. Longstanding conditions which have been mutually accepted through past practice and which are not specifically addressed in this labor Agreement shall not be subject to the Grievance Procedure.

25.02 Either the Guild or the Employer may process grievances against the other to allege violations and enforce the party's respective rights. Guild or Employer grievances shall enter the procedure at Step 4 and subject to all application time limits, other provisions, and to mediation/arbitration.

25.03 Steps.

Step 1. The aggrieved employee, or representative, shall meet with the Supervisor within ten (10) business days of when the aggrieved employee knew or should have known of the alleged occurrence, and orally discuss the grievance. The Supervisor shall make a decision and orally communicate this to the aggrieved employee within ten (10) business days from the initial presentation of the grievance. Every effort shall be made by the employee and the Supervisor to resolve the grievance at this level.

Step 2. If the grievance is not resolved at Step 1, the aggrieved employee shall submit a written grievance to the Supervisor within ten (10) business days following the oral response. The written grievance at this step, and at all steps thereafter, shall contain the following information:

- (1) a statement of the grievance and the facts upon which it is based;
- (2) the alleged violation of the Agreement;
- (3) the remedy or adjustment sought; and
- (4) the signature of the aggrieved employee.

The Supervisor shall respond in writing to this grievance within ten (10) business days of its receipt. The written response at this step, and management responses at all steps thereafter, shall contain the following information:

- (1) an affirmation or denial of the facts upon which the grievance is based;
- (2) an analysis of the alleged violation of the Agreement;
- (3) the remedy or adjustment, if any to be made; and
- (4) the signature of the appropriate management representative.

Step 3. If the grievance is not resolved at Step 2, the aggrieved employee shall submit the grievance to the Chief within ten (10) business days following the Supervisor's written response. The Chief shall respond in writing to this grievance within ten (10) business days of its receipt. The requirement in Step 2 for written grievances and responses shall not preclude the aggrieved employee and the appropriate management representative from orally discussing and resolving the grievance.

Step 4. If the grievance is not resolved at Step 3, the aggrieved employee shall submit the grievance to the City Supervisor within ten (10) business days following the Chief's written response. The City Supervisor shall respond in writing to this grievance within ten (10) business days of its receipt.

Guild grievances shall be submitted to the City Supervisor. Management grievances shall be submitted to the Guild. Either Guild or Management grievances shall be submitted within ten (10) calendar days of the occurrence prompting the grievance and shall be answered within ten (10) business days. Guild and Management grievances shall be subject to expedited mediation/arbitration and other provisions in Step 5.

Step 5. If the grievance has not been resolved at Step 4, the Guild or Management may refer the dispute to Expedited Mediation/Arbitration as provided below. The Guild shall notify the Employer in writing of submission to Expedited Mediation/Arbitration within ten (10) business days after receipt of the City Supervisor's written response at Step 4.

25.04 Panel Of Standing Mediator/Arbiters

The parties agree to the establishment of a panel of five (5) standing mediator/arbiters to hear and resolve all contract disputes. They are: Phil Kienast, Timothy Williams, Gary Axon, Eric Lindauer, or Ken Latsch.

Either party may unilaterally remove a mediator/arbiter at any time as long as there is no dispute pending at the time. Mediator/Arbiter panel vacancies shall be filled by mutual agreement.

The panel member assigned to a grievance shall meet without delay with the parties and the grievant and attempt to mediate/conciliate the dispute. If an agreement is reached, it shall be reduced to writing, shall be signed by each of the above parties, including the grievant, and shall be final and binding.

If, after a concerted effort, a single mediation meeting does not produce a settlement, the mediator/arbiter shall immediately convene an informal arbitration hearing. Witnesses, evidence and exhibits shall be kept to a minimum and the rules of evidence shall not apply.

The mediator/arbiter shall, on the same date of the hearing, provide a written "bench award" as a binding settlement of the grievance.

The mediator/arbiter shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented; and shall confine his/her decision solely to the interpretation, application, or enforcement of this Agreement. The mediator/arbiter shall confine himself/herself to the precise issue submitted for arbitration, and shall have no authority to determine any other issues not so submitted to him/her. The decision of the mediator/arbiter shall be final and binding upon the aggrieved employee, Guild, and Employer.

The Employer and the Guild shall share equally the fees and expenses of the mediator/arbiter.

Either party has the right to have a representative represent them at any step of the grievance procedure.

25.05 The following grievance principles shall govern and be controlling in any and all grievances:

1. While the grievant may be "made whole," any punitive award shall be void and unenforceable.
2. Unless agreed otherwise, only one grievance will be heard at a time by an arbiter.
3. Either party may, thirty (30) days or more prior to the date set for mediation/arbitration, by notice to the other, take the grievance out of the mediation/arbitration bench award process. In that event, the grievance will proceed as a formal arbitration, subject to the usual rules and procedures.

25.06

1. Upon mutual agreement, in writing, by the Guild and the City and at the conclusion of the evidentiary portion of the arbitration, the parties may agree to oral closing arguments in lieu of written closing briefs.
2. If the parties mutually agree to oral closing arguments, the parties may also mutually agree, in writing, to have the arbitrator issue an oral bench decision. The oral bench decision shall be recorded and transcribed by the parties as the formal record of the arbitration. The arbitrator shall issue their oral bench decision within a reasonable time after the conclusion of the arbitration hearing but within at least two (2) hours of the conclusion of the arbitration hearing.

ARTICLE 26 - RESERVED

ARTICLE 27 - TRAINING STANDARDS

- 27.01 It shall be the joint responsibility of the Employer and the Guild to encourage each employee to maintain a high degree of personal fitness, proficiency, knowledge, and skill in procedures and work. Training and seminars shall be made available to the employees for this purpose. Employees electing to attend such training while off duty shall do so at no expense to the Employer, except travel and/or lodging shall be paid by the Employer if in the opinion of the Chief of Police satisfactory benefits will be gained by the Employer.
- 27.02 Training, if ordered or required by the Employer, shall be compensated for at the regular wage rate. Local training beyond scheduled work periods, if ordered or required by the Employer, shall be compensated for as overtime. Only actual class time shall be used in computing such overtime.
- 27.03 Mandatory Training means training that the City requires and the employee is directed to attend a particular session. Work day means any shift within a twenty-four (24)-hour period.

With regard to mandatory training, the City will first attempt to schedule mandatory training on an employee's regular work day taking into consideration all employees affected by the training.

If mandatory training cannot be scheduled on an employee's regular work day, the City may change an employee's regular day(s) off to accommodate mandatory training subject to the following conditions:

1. The mandatory training must involve an out-of-department instructor or location outside of the City;
2. The mandatory training is scheduled for four (4) or more hours including travel time;
3. Notice to the employee is in writing (including e-mail) no less than twenty-one (21) calendar days in advance of the change;

If twenty-one (21) calendar days written notice is not given, OT/comp time will be paid pursuant to the CBA unless the employee voluntarily requests a changed schedule.

With twenty-one (21) calendar days written notice the City may adjust an employee's regular day(s) off for mandatory training so long as:

1. An employee is assigned to work no more than five (5) consecutive work days; and,
2. An employee has at least two (2) consecutive days off; and,
3. To accomplish numbers 1 and 2 above, the City may either change an employee's schedule or assign paid administrative day(s) off as long as any assigned paid administrative day(s) off are assigned in conjunction with another scheduled day off or another paid administrative day off.

27.04 Special arrangements will be made for swing and graveyard employees to attend schools and training. Adjusted travel days will be provided so as to avoid the loss of normal days off which fall within the scheduled training or travel to and from.

ARTICLE 28 - CAR ALLOWANCE

Employees who are authorized and agree to use their personal vehicles for the purpose of travel on department business shall receive a mileage reimbursement for such travel equal to that authorized under Internal Revenue Service regulations for that year. This rate is to be adjusted yearly to conform to the current I.R.S. standard. The Employer agrees that whenever possible employees will be assigned vehicles, other than emergency vehicles as defined under R.C.W. 46.04.040, for out-of-town travel.

ARTICLE 29 - CONTRACTING OUT

The Guild recognizes the right of the Employer to contract out work. The Employer agrees that it will bargain with the Guild, concerning the decision to contract and the impact of such decisions.

ARTICLE 30 - SALARIES AND WAGES

30.01 Effective January 1, 2022, an across the board increase of four percent (4%) will be issued to Support Services Employees.

Effective January 1, 2023, an across the board increase equal to the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the preceding twelve (12) months (as viewed in September from the August-August index) with a minimum of two percent (2%) and a maximum of four and a half percent (4.5%).

Effective January 1, 2024, an across the board increase equal to the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the preceding twelve (12) months (as viewed in September from the August-August index) with a minimum of two percent (2%) and a maximum of four and a half percent (4.5%).

- 30.02 Police Technology Specialist Wages & Duties: Upon successful completion of the Basic Computer Evidence Recovery Training (BCERT) Certification from the National Computer Forensics Institute (NCFI), or similar program as approved by the Chief, the Police Technology Specialist position shall receive a 10% incentive for being certified and willing to perform the duties of the collection and analysis of digital forensic evidence. The Chief shall approve the Technology Specialist's application(s) to attend training for this purpose.

ARTICLE 31 - PAYDAYS

- 31.01 The first pay period of the month covers the 1st day of the month starting at 0000 through the 15th day of the month at 2359. Payroll for the first monthly pay period will be paid no later than the 25th day of the current month;
- 31.02 The second pay period of the month covers the 16th day of the month starting at 0000 through the last day of the month at 2359. Payroll for the second pay period will occur no later than the 10th day of the following month;
- 31.03 If a pay period falls on a weekend (Saturday or Sunday), payroll will occur on the Friday before the weekend;
- 31.04 If a pay period falls on a holiday, payroll will occur on the prior business day; and
- 31.05 Because Support Services Employees are paid on an hourly basis, those employees' base pay and premiums will be paid in the appropriate semi-monthly pay period as set forth in Articles 31.01 and 31.02 above, with any overtime paid for the pay period in which the overtime is worked. Consistent with current practice, for employees working shifts that carryover past 0000, the shift hours will be tracked on the day that the shift started (for example, for an employee who works on Monday, 10/14 at 2200 through Tuesday, 10/15 at 0700, the work hours are recorded on 10/14).
- 31.06 All payroll withholdings (such as Federal Withholding, FICA, Medicare, Retirement, Workers' Compensation, AFLAC, etc.) will be made based on the hours allocated in the applicable semi-monthly pay periods.
- 31.07 Overtime compensatory time off will be credited to the employee's compensatory time bank for the pay period during which the overtime was worked. The overtime compensatory time off bank cap under Article 10.02 will be increased to seventy-two (72) hours. Consistent with Article 10.02, an employee accumulating more than seventy-two (72) hours of compensatory time shall be paid for all time in excess of seventy-two (72) hours measured at the end of the calendar month. In addition, during any pay period, an employee may cash out accrued but unused overtime compensatory time.

- 31.08 Vacation leave accrual under Article 12.01 will continue to accrue at the same annual and monthly levels, with the leave accrual being split between the two pay periods. The maximum vacation leave accrual cap of thirty (30) days (240 hours) will continue to be measured at the end of the calendar month.
- 31.09 Monthly sick leave accrual under Article 13.01 and the November 13, 2018 Sick Leave MOA will continue to accrue at the same annual and monthly levels, with the leave accrual being split between the two pay periods. Consistent with paragraph C of the November 13, 2018 Sick Leave MOA, during the calendar year, measured from January 1 through December 31, an employee may accumulate and use paid sick leave over the 800-hour sick leave annual cap. On January 1 of each calendar year, employees with sick leave hours in excess of the 800 hours will have their sick leave balances returned to the 800-hour maximum.
- 31.10 Monthly Guild dues will be equally split and withheld from employee pay on a semi-monthly basis.
- 31.11 Monthly employee insurance premium contribution amounts under Article 19 will be equally paid through employee paycheck withholding on a semimonthly basis.
- 31.12 Consistent with Article 18.01(2), the City will continue to make monthly HSA funds available to the HSA bank on the fifth working day of the month as long as this date is no later than the 7th calendar day of the month, barring exigent circumstances (i.e., computer network problems).
- 31.13 City paid monthly VEBA contributions under Article 18.05 will be made on the fifth working day of the month as long as this date is no later than the 7th calendar day of the month, barring exigent circumstances (i.e., computer network problems).
- 31.14 All other monthly benefits (amounts paid by the employer on the employees' behalf) will be paid on the applicable due date, but will show up as being split on employee paystubs.

ARTICLE 32 - SENIORITY LAYOFF AND RECALL PROCEDURES

- 32.01 Layoffs: In the event of a staffing reduction, layoff within the classification affected will be by seniority, provided the remaining employees have the ability to perform the work. Seniority will be the controlling factor.
- 32.02 Recall will be in the inverse order.

ARTICLE 33 - SAVINGS CLAUSE

If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement 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 an adequate replacement article or section.

ARTICLE 34 – TRIAL PERIOD

Trial employees will be eligible for vacation after six (6) months. The trial period shall remain at one (1) year. The trial period shall not exceed one (1) year except by mutual agreement between the Guild and the City. Trial Employees may be separated from employment at the sole discretion of the City at any time during the trial period with or without cause and with or without notice. The provisions of Article 25 (Grievance Procedure) shall not apply to Trial Employees who are separated from employment. No Trial Employee shall be paid for accrued vacation in the event of resignation, termination, separation, or death. In the event a Trial Employee is subject to discipline other than separation from employment as outlined above, the Trial Employee shall have the rights afforded under Article 23 (Discipline Procedures). Grievances brought by Trial Employees involving issues other than separation from employment shall be processed in accordance with Article 25 (Grievance Procedure).

ARTICLE 35 - DURATION

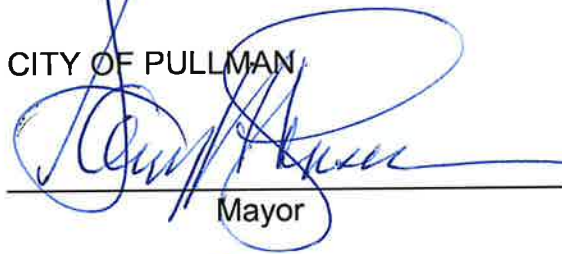
35.01 This Agreement shall be effective January 1, 2022 and shall remain in full force until December 31, 2024, and shall remain in effect during the course of negotiations on a new Agreement.

35.02 It is understood that at least sixty (60) days prior to the expiration date of this Agreement, December 31, 2024, the Guild, on behalf of Support Services or the Employer has the right to open this Agreement for the purpose of negotiating changes in the Agreement. The successor Agreement and its terms will become effective pursuant to the terms negotiated by both parties.

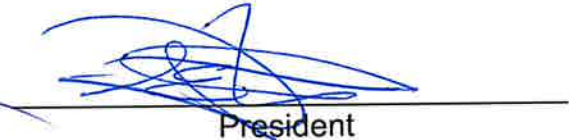
IN WITNESS WHEREOF, we hereunto attach our signatures this 27th day of JANUARY, 2023.

CITY OF PULLMAN

PULLMAN POLICE OFFICERS' GUILD



Mayor



President



Finance & Admin. Services Director



Vice-President



City Administrator



Secretary-Treasurer

PULLMAN POLICE SUPPORT SERVICES

WAGE SCHEDULE JANUARY 1, 2022

| <u>CLASSIFICATION TITLE</u> | <u>STEP 1</u> | <u>STEP 2</u> | <u>STEP 3</u> | <u>STEP 4</u> | <u>STEP 5</u> |
|------------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| CODE ENFORCEMENT SUPERVISOR | 28.96 | 30.41 | 31.93 | 33.53 | 35.20 |
| POLICE TECHNOLOGY SPECIALIST | 28.96 | 30.41 | 31.93 | 33.53 | 35.20 |
| RECORDS SPECIALIST | 24.26 | 25.47 | 26.75 | 28.08 | 29.48 |
| PROPERTY AND EVIDENCE SPECIALIST | 24.99 | 26.23 | 27.55 | 28.93 | 30.38 |
| CODE ENFORCEMENT OFFICER | 25.74 | 27.02 | 28.37 | 29.79 | 31.28 |

WAGE SCHEDULE TBD FOR 2023 & 2024

APPENDIX B

Attendance at WSP / Kiwanis Law Enforcement Youth Camp

The purpose of this MOA between the City of Pullman (City) and the Pullman Police Officer's Guild (Guild) is to address the participation in the WSP / Kiwanis Law Enforcement Youth Camp (Camp) by Guild represented employees. The Camp is a non-profit organization facilitated by volunteer officers from several Law Enforcement Agencies around Washington State. To help support this Camp most of the agencies pay their officers regular duty time while they attend and assist at the Camp.

The parties agree to the following provisions:

- 1) Period: The City and the Guild agree to allow Officers to attend the Camp.
- 2) Hours of Work: In order to lessen the financial burden upon the Officers for their volunteering at the Camp, the City agrees to pay regularly scheduled hourly duty time for the Officers participation during the Camp and will not require the Officers to utilize their leave banks or be required to take leave without pay to cover said hours. Both parties understand that the Camp hours of operation/duty may not conform to the regularly scheduled start and stop time of the Officers normal shift and/or the normal days of work or rest. This duty time will also include travel to and from the Camp which is held at the WSPAcademy in Shelton, WA.
- 3) Overtime: The City will not authorize overtime or pay for any overtime hours accrued by the Officers while volunteering at the Camp outside the regular duty time hours listed above.
- 4) Vehicle Use: The City agrees to allow the Officers the use of a Pullman Police Department vehicle for travel to and from the Camp or will provide mileage reimbursement.

The parties agree that under the terms of this Appendix circumstances may arise or occur which are not specifically covered by this Appendix; in such instances the collective bargaining agreement will take precedent. The parties also mutually agree to discuss and attempt to resolve conflicts arising from execution of this Appendix.

APPENDIX C – RECORDS SCHEDULE

PLUG and PLAY schedule for mid rotation staffing changes

Full staff

| | | | | | | | |
|---------|---|---|---|---|---|---|---|
| PRS | X | X | | | | | X |
| Day 1 | | | | | | X | X |
| Day 2 | X | X | X | | | | |
| Swing 1 | | | | X | X | X | |
| Swing 2 | X | X | | | | | X |
| Grave 1 | X | X | | | | | X |
| Grave 2 | | | | X | X | X | |

| | | | |
|--------------|-----------|-------------|-----------------|
| | Day Shift | Swing Shift | Graveyard Shift |
| | b | c | d |
| Day 1 or PRS | | | |
| Day 2 or PRS | X | X | X |
| Swing 1 | | | |
| Swing 2 | X | X | X |
| Grave 1 | X | X | X |
| Grave 2 | | | |

| | | | |
|----------------|---------------|-------------------|---------------------|
| | Day and Swing | Day and Graveyard | Swing and Graveyard |
| | e | f | g |
| Day 1 or GAP | | | |
| Day 2 or GAP | X | X | X |
| Swing 1 or PRS | | | |
| Swing 2 or PRS | X | X | X |
| Grave 1 | X | X | X |
| Grave 2 | | | |

| | | | |
|------------|----------|------------|------------|
| | Two day | Two Swings | Two Graves |
| | h | i | j |
| PRS or GAP | | | |
| PRS or GAP | X | X | X |
| Swing 1 | | | |
| Swing 2 | X | X | X |
| Grave 1 | X | X | X |
| Grave 2 | | | |

| | | | |
|----------------|-------------------------|--------------------|--------------------|
| | Day and Swing and Grave | Day and two Swings | Day and two graves |
| | k | l | m |
| Day 1 or CEO | | | |
| Day 2 or CEO | X | X | X |
| Swing 1 or PRS | | | |
| Swing 2 or PRS | X | X | X |
| Grave 1 or GAP | X | X | X |
| Grave 2 or GAP | | | |

| | | | |
|----------------|----------------------|--------------------|------------------------|
| | Swing and two graves | Swing and two days | Two Swings and a grave |
| | n | o | p |
| Day 1 | | | |
| Day 2 | X | X | X |
| Swing 1 or CEO | | | |
| Swing 2 or CEO | X | X | X |
| PRS | X | X | X |
| GAP | | | |

Indicates an either/or scenario. These shifts will be covered by the Records Specialist that is working that shift-either on track 1 or track 2. The GAP coverage or CEO would not be needed on those days.