AGREEMENT

BY AND BETWEEN

CITY OF POULSBO, WASHINGTON

AND

POULSBO POLICE OFFICERS ASSOCIATION

January 1, 2013 through December 31, 2015

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PREAMBLE

This Agreement is made by and between the City of Poulsbo, a municipal corporation of the State of Washington, hereinafter referred to as the "Employer", and Poulsbo Police Officers Association, hereinafter referred to as the "Association".

ARTICLE 1 PURPOSE

1.1 The purpose of the Employer and the Association in entering into this Agreement is to set forth their complete agreement with regard to wages, hours and working conditions for the Officers of the City of Poulsbo who are legally represented by the Association.

ARTICLE 2 DEFINITIONS

2.1 As used herein, the following terms are defined as follows:

2.1.1 "Employer" means the City of Poulsbo, Washington.

2.1.2 "Association" means Poulsbo Police Officers Association.

2.1.3 "Officer" means a regular or provisional full-time employee in the bargaining unit covered by this Agreement.

2.1.4 "Bargaining unit" as used herein shall include regular full-time Police Officers and Police Sergeants in the City of Poulsbo as set forth in the pay scale of this Agreement.

ARTICLE 3 RECOGNITION

3.1 The Employer agrees to recognize the Association as the exclusive bargaining representative on matters concerning wages, hours and working conditions for all commissioned officers through the rank of Sergeant.

ARTICLE 4 ASSOCIATION SECURITY

4.1 It shall be a condition of employment that all Officers covered by this Agreement who are members of the Association on the execution date of this Agreement shall remain members in good standing. It shall also be a condition of employment that all current Officers covered by this Agreement on the date of ratification and hired after its execution shall, by the 30th day following the initial hire, become and remain members in good standing in the Association, or in lieu thereof pay each month to the Association a

service fee equivalent to initiation fees and Association dues toward the administration of this Agreement.

4.2 If objections to joining the Association are based on bona fide religious tenets and the Officer objects to joining the Association because of such beliefs, the Officer shall pay an amount of money equivalent to initiation fees and Association dues to a non-religious charity or to another charitable organization mutually agreed upon by the Officer and the Association. The Officer shall furnish written proof to the Association that such payment has been made. If the Officer and the Association do not reach agreement on the charitable organization, the Public Employment Relations Commission shall designate the charitable organization.

4.3 The employer shall notify the Association in writing within thirty (30) calendar days of any new positions and/or new bargaining unit Officers within departments conducting bargaining unit work.

ARTICLE 5 MANAGEMENT RIGHTS

5.1 The rights of the Employer shall include, but shall not be limited to, the right to conduct the business, operation and the direction of working forces. The Employer's discretion and judgment shall control the selection and retention of Officers and the work and duties to which they are assigned, including the right to hire, transfer, schedule, or promote, and the right to demote, suspend or discharge for just cause. The Employer has the right to make rules and regulations concerning the conduct of the business and the Officers, providing the same are not contrary to the terms of the Agreement or the obligation to engage in collective bargaining. The failure of the Employer to exercise any rights under this Article in any respect shall not be taken as a waiver of its rights. All rights not specifically abridged by a provision of this Agreement shall remain the exclusive right of the Employer.

ARTICLE 6 PERFORMANCE OF DUTY

6.1 Officers shall perform their assigned duties to the best of their ability. The Association, Employer and Officers agree that there shall be no strikes, lockouts, slow-downs, stoppage of work or any interference with the efficient operation of the City. Officers shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, boycott, slowdown, mass sick call, any form of work stoppage, refusal to perform duties or other interruption of work. In addition, Officers who engage or encourage such actions shall be subject to discipline or discharge.

6.2 Officers shall, at their option, maintain facial hair in a neatly groomed appearance which shall include beards, goatees and mustaches in a neatly groomed appearance. No facial hair will be allowed to neither cover the lips or mouth nor be longer than one (1) inch. Officers assigned to undercover work shall be relieved of these restrictions and shall be allowed facial hair appropriate to their assignment. Facial hair shall also meet all manufacturers' recommendations for use of self-contained breathing apparatus.

ARTICLE 7 ADMINISTRATION OF SCHEDULING

7.1 The following are definitions for Article 7 only:

7.1.1 "Standard work week" (SWW) shall be defined as five (5) consecutive work days of eight (8) hours each or four (4) consecutive work days of ten (10) hours or a hybrid schedule of 5/8's and 4/10's in a seven (7) day work period. Other variations of a standard work week may be established by mutual agreement of the Association and Employer.

7.1.2 "Quarterly Schedule" (QS) shall be defined as a pre-planned three-month work schedule.

7.1.3 "Shift" shall be defined as the period in a day that is observed as the officer's workday as scheduled on the QS.

7.1.4 "Weekend" shall be defined as the period of time between completion of the last workday of a SWW and the beginning of the first work day of the following SWW.

7.1.5 "Shift Adjustment" shall be defined as an adjustment to the starting time of an officer's normally scheduled shift, as set by the QS, where the duration of the shift is not affected.

7.1.6 "Overtime" shall be defined as any work time performed by an officer beyond the normal forty (40) compensable hours in a SWW or an established shift as set by the QS for that officer.

7.1.7 "Compensable hours" shall mean normal work time, sick leave, vacation, holiday time off, and compensatory time.

7.2 GUIDELINES

7.2.1 So long as adequate staffing and funding permit, officers and sergeants shall be assigned on a hybrid schedule. The schedule may vary based on staffing needs. Days off shall be consecutive and constant during a quarterly schedule.

The City retains the right to move from the hybrid schedule during an emergency without notice, not to exceed thirty (30) consecutive days. The City may in its discretion move to another schedule or schedules as required to provide orderly and efficient service. Non emergency changes in the schedule or the work week shall be preceded by a minimum of thirty (30) days written notice to the Association. Changes with thirty (30) days notice are not subject to shift adjustment pay under 7.3.2. Upon Association request, the City will bargain the impacts of a change from a hybrid schedule or other matters for which bargaining is by law required. Special work schedules for individuals may be established with the mutual agreement of the City and Association;

provided, however, nothing herein shall be interpreted to prohibit the City from adjusting work schedules as required by law.

7.2.2 Weekends shall consist of a minimum of sixty-two (62) hours of scheduled time off exclusive of overtime. In the case of a shift adjustment made to an officer's last work day of a SWW or the first work day of a SWW, a weekend shall consist of a minimum of sixty (60) hours. In the case of non-mandatory training and mutual agreement between the Officer and the Employer, a weekend may consist of a minimum twelve (12) hours off.

7.2.3 With the exception of weekends, there shall be a minimum of twelve (12) hours off between an officer's shifts. In the case of a shift adjustment, there will be a minimum of ten (10) hours between shifts.

7.2.4 Shifts shall be scheduled on the QS in a manner in which a shift has the same starting time for the entire duration of the QS.

7.2.5 A completed QS shall be posted no less than fourteen (14) calendar days in advance of any changes. Once a QS is posted, any changes to the QS must follow contract guidelines.

7.2.6 The length of a QS shall be three (3) months, however, this duration may be changed upon mutual agreement between the Employer and the PPOA. If a different duration is mutually agreed upon, for the purposes of this contract, it will still be referred to as QS.

7.2.7 Upon the completion of a QS and the beginning of a new QS, an Officer shall be given a minimum of twelve (12) hours off. Articles 7.1.1. (SWW), 7.2.1 (Weekend), and 7.2.2 will not apply during the transition from one QS to the next.

7.2.8 Officers will be paid a minimum of eighty (80) hours for a pay period during the transition period from one QS to the next.

7.2.9 Changes to the QS may be made in the case of extended disability or extended sick leave of an employee, discharge of an employee, or mutual agreement between the Employer and the Association or affected employee.

7.2.10 In the case of extreme emergencies for public safety, weekends and hours off between shifts may be eliminated. Overtime guidelines will be followed in this case.

7.2.11 Shift swaps shall be voluntary and agreed to by the employees, subject to employer approval. Shift swaps that have been agreed to by the exchanging Officers and approved by the employer are not subject to Sections 7.2.1 and 7.2.2.

7.2.12 In order to facilitate training, expose officers to different conditions, provide additional opportunities, and to foster a sense of teamwork, officers may be

moved to a different quarterly schedule (QS) for one of the four rotations during a calendar year.

7.3 OVERTIME

7.3.1 Overtime will be paid at one and one-half times the employee's FLSA base pay for each quarter hour that the employee works.

7.3.2 Shift adjustment overtime will be paid at one and one-half times the employee's FLSA base pay for each hour that the employee works.

7.3.3 Shift adjustment overtime will be paid for each hour that the employee is adjusted from his normally scheduled shift.

7.3.4 Shift adjustment overtime will not be paid for time worked outside of the Officer's normally scheduled shift when that time worked is due to attendance at non-mandatory training, officer requested and approved shift adjustment, or a shift adjustment due to being a training officer to facilitate training.

7.3.5 Overtime will be paid for all hours over forty (40) compensable hours in a SWW.

7.4 TRAINING

7.4.1 All employees shall be compensated at the contract rate of pay for attending training classes required by the employer. Travel time, the definition of compensable training time, and other issues shall be governed by the Fair Labor Standards Act.

7.5 COMPENSATORY TIME

7.5.1 An employee may elect to accrue compensatory time in lieu of overtime pay provided that they shall accrue no more than eighty (80) hours of compensatory time.

7.6 VACATION BIDDING

7.6.1 The Chief shall determine the number of vacation slots available per day based on the need to maintain minimum staffing levels. "Minimum staffing levels" is defined as the level of assigned staffing which does not require the City to backfill more than two (2) shifts per day through the use of officers on overtime.

7.6.2 Bidding will be conducted in rounds following establishment of the first quarterly schedule each year. Bidding shall proceed in rounds with the most senior employee bidding first. Each bid must be for at least seven (7) consecutive days, and no single bid may exceed three (3) work weeks. Any bid counts as an employee's choice for a round, regardless of the length of the bid.

7.6.3 Bidding rounds continue until all slots are filled or every employee eligible to bid has passed.

7.6.4 An Employee may bid up to the amount of annual leave he or she will accrue in the year for which the Employee is bidding and no more.

7.6.5 At the end of the bidding, the Chief shall review the bid requests for approval. Requests shall be determined and approved based on the best interests of the department. Other vacation requests may be submitted during the course of the year and will be approved on a first-come, first-served basis.

7.6.6 Vacation scheduled through the annual bid process may be cancelled by the employee only with fourteen (14) calendar days notice. Other scheduled vacation and compensatory time usage may be cancelled by the employee only with a minimum of five (5) days notice. Notice may be waived at the Chief's discretion.

7.7 An employee may request annual leave after the bid process is completed on a first-come, first-served basis. Such requests shall be determined and approved by the Chief or designee based upon the best interests of the department.

ARTICLE 8 CLASSIFICATIONS

8.1 Officers shall be placed into the ranges in Appendix A as negotiated.

8.2 The monthly pay dates shall be the 6th and 21st of each month. Employees shall participate in direct deposit, provided, however that the one employee not on direct deposit at the signing of the contract is grandfathered in the current method of payment.

ARTICLE 9 LONGEVITY AND EDUCATIONAL INCENTIVE

9.1 Longevity Pay – All Officers shall receive an additional pay increment beginning after completion of five (5) years of continuous employment. This increment shall be equal to one percent (1%) of base pay for each five (5) years of continuous service completed.

Total Years Service	Additional Increment
6 through 10 years	1%
11 through 15 years	2%
16 through 20 years	3%
21 through 25 years	4%
26+	5%

9.2 Educational Incentive Pay – Employees shall be eligible to receive the following percentages:

9.2.1 For an AA degree or 90 credit hours from an accredited institution of higher learning – 2%; or

9.2.2 For a Bachelors or higher degree – 4%.

9.3 Longevity and educational incentive pay shall be included in the regular paycheck as an addition to base wage.

9.4 The total benefit to be paid under this Article from both Longevity and Educational Incentive pay shall not exceed a total of 6% of pay as calculated in Section 9.3 above.

ARTICLE 10 SPECIAL PAYS AND PREMIUMS

10.1 Field Training Officers. If an Officer is assigned the duties and responsibilities of a field-training officer, he or she shall receive five (5%) of their base monthly rate of pay for all hours in which he or she provides training.

10.2 Detective. If an Officer is assigned to a detective assignment, they shall receive a three percent (3%) premium.

ARTICLE 11 HEALTH CARE

11.1 Plans

11.1.1 Medical Insurance – The Employer shall pay ninety-seven and one-half percent (97.5%) of the premiums in 2013, ninety-five percent (95%) of the premiums in subsequent contract years necessary to provide coverage under the Teamsters Welfare Trust, Medical Plan A and Vision Plan EXT for each eligible employee. The employees shall pay a remainder of the premiums. This coverage is considered composite coverage and will include eligible dependent coverage.

11.1.2 Dental – The employer shall pay one hundred percent (100%) of those premiums necessary to provide full family coverage through Teamsters Welfare Trust, Dental Plan A, for each eligible employee.

11.1.3 Life Insurance – The Employer shall pay one hundred percent (100%) of those premiums necessary to maintain life insurance coverage for each eligible employee in the amount of twenty thousand dollars ($20,000).

11.2 HRA VEBA – In 2013, the City will pay $250.00 each month into a health reimbursement account for each eligible employee. In subsequent calendar years, the VEBA amount will increase by the same percentage amount of the wage increase for that year.

ARTICLE 12 HOLIDAYS

12.1 Holidays – The following are the recognized holidays:

Holiday	Date Observed
New Year's Day	January 1st
Martin Luther King Day	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday in May

Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
The Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25th

12.1.1 In lieu of these holidays, 3.33 hours shall be credited each pay period to each employee's holiday bank. The monetary value of any unused holiday time in the holiday bank on December 31st that has not been used within the calendar year shall be paid to the employee in the check for the pay period ending December 31.

12.1.2 Officers shall receive one floating holiday after six months of employment and two personal leave days after one year of employment. Holidays, including the two personal leave days and the floating holiday, shall be eight (8) hours. These holidays may be used at the officer's discretion with approval by the supervisor and shall not be carried into the next year.

12.1.3 Officers shall receive one and one-half (1.5) times the Officer's regular straight time rate of pay for all hours of a normal shift (exclusive of overtime) which begins on a holiday. Shifts which do not begin within a holiday (measured from 12:00 am to 11:59 pm) shall not be compensated at the holiday rate regardless of whether some hours of the shift fall within the holiday, but in no case shall an Officer be scheduled to work on a holiday for less than four (4) hours.

ARTICLE 13 VACATION

13.1 Vacation Leave – Vacation leave shall be earned at the following rates:

1 through 2 yrs of service:	12 days of vacation per year (8 hrs per month)
3 through 4 yrs of service:	14 days of vacation per year (9.33 hrs per month)
5 through 7 yrs of service:	16 days of vacation per year (10.67 hrs per month)
8 through 10 yrs of service:	18 days of vacation per year (12 hrs per month)
11 through 12 yrs of service:	19.5 days of vacation per year (13 hrs per month)
13 through 14 yrs of service:	21.75 days of vacation per year (14.5 hrs/month)
15 or over:	24 days of vacation per year (16 hrs per month)

13.1.1 Maximum accumulated vacation leave each January 1st shall be two hundred forty (240) hours; provided, two hundred forty (240) hours maximum shall be waived if an Officer is denied a vacation request or required to cancel scheduled vacation due to workload. Provided, however, that any Officer may accrue vacation leave over and above the cap when on sick leave or disability. Upon the Officer's return to work, his/her vacation accrual shall be capped at a level equal to that established at the end of the sick or disability leave plus an additional increment equal to one (1) month's additional vacation accumulation. This new cap shall then limit future accruals and leave use.

When the additional accrued vacation is used, the original leave cap imposed by this section shall again apply.

13.1.2 Any portion of unexpended vacation leave may be granted an Officer at any time during the year, at the discretion of the Officer's Chief.

13.1.3 Officers may be permitted to cash out up to five (5) days of accrued vacation on an emergency basis at the discretion of the Mayor. Emergency shall be defined as a sickness or death in an Officer's immediate family (as defined in Section 15.1.1), financial emergency or other unforeseen hardship. The Mayor may approve such cash-outs when he/she may do so without impairing the effectiveness of the service required of the City.

13.1.4 Once scheduled, an Officer's vacation shall not be changed nor shall the Officer be called back from vacation unless an emergency exists. The term "emergency" shall not include Employer scheduling errors, trials where no violation of the 60/90-day rule would result or the payment of overtime to fill vacant shifts.

13.1.5 New Officers – All new Officers must complete six (6) months of continuous employment to be entitled to the use of annual leave.

ARTICLE 14 SICK LEAVE

14.1 Sick Leave – Sick leave shall be earned at the rate of eight (8) hours per month.

14.1.1 For purposes of accrual, there shall be no sick leave maximum.

14.1.2 Sick leave shall apply to absences from work due to:

a. Incapacitation preventing the performance of regularly assigned duties, or other duties as assigned by supervisor, as the result of illness or injury.
b. Exposure to a contagious disease where on-the-job presence of the Officer would jeopardize the health of others.
c. Medical, dental or optical treatment or examination.

14.1.3 The Officer's on duty Sergeant, Sergeant on call, Deputy Chief, or Chief, in that order, shall be notified at the earliest practical time during the Officer's regular working hours of any sick leave situation other than medical, dental or optical appointments. Sick leave requests for such appointments shall be submitted in advance.

14.1.4 At the discretion of the Chief, a doctor's certificate consistent with the confidentiality provisions of the ADA, shall be submitted for any period in excess of three (3) days.

14.2 New Officers – All new Officers must complete one (1) month of continuous employment to be entitled to the use of sick leave.

14.3 Termination – An Officer hired on or before December 31, 2012, who dies, is disabled, laid off, or who voluntarily terminates employment with fourteen (14) calendar days' notice shall receive a lump sum payment at the Officer's regular wage for fifty percent (50%) of accumulated sick leave up to twelve hundred (1200) hours.

An Officer hired on or after January 1, 2013, who dies, is disabled, laid off, or who voluntarily terminates employment with fourteen (14) calendar days' notice shall receive a lump sum payment at the employee's regular wage for twenty-five percent (25%) of accumulated sick leave up to twelve hundred (1200) hours. Provided, however, that the estate of an officer who dies due to a duty related injury shall be entitled to a fifty percent (50%) payout.

Laid off Officers may elect to receive the lump sum pay off, or to retain sick leave pending recall and shall have ninety (90) days from notification of layoff to request a lump sum payment.

14.4 Worker's Compensation Coverage – The City will provide Worker's Compensation administered by the Washington State Department of Labor & Industries (L&I). Any employee who is collecting L&I temporary disability benefits as a result of an on the job injury or illness shall receive sick leave benefits to supplement such L&I benefits in an amount sufficient to equal the employee's regular rate of pay during the period of temporary disability. Once eligibility for payment to cover disability has been approved by the State, the employee shall endorse his/her L&I temporary disability benefit check to reimburse the City for wages paid during the employee's absence and such endorsement shall cause reinstatement of a portion of hours to the employee's sick leave accrual balance. The remaining balance falls under the LEOFF II Disability Supplement, provided, however, that in no event shall an Officer receive more in combined benefits than would have been received in base salary.

14.5 LEOFF SUPPLEMENT – LEOFF II Disability Supplement is all payments made pursuant to RCW 41.04.500 which represents the maximum amount an employee may receive which when added to the disability payment received by the employee from the Department of Labor & Industries will result in an employee receiving the same after tax income he or she would have received had they not been disabled. As a guide to the administration of the LEOFF II Supplement, the parties agree to utilize Appendix B, a work sheet for use to restore the sick leave bank of officers who have been on full salary due to the use of accrued sick and who, following receipt of the L&I disability check have turned the check over to the City. The check shall be utilized to buy back sick leave. The parties understand that LEOFF II disability supplements are not taxable and have been adjusted to reflect that the payments are equivalent to base wages that are nontaxable and not subject to SSI and federal withholding. The parties assume that the employer will adjust its future quarterly payments to reflect this fact and officers will be entitled to recover any amounts withheld as excess withholding on their federal tax returns.

14.6 Sick Leave to Supplement Workman's Compensation – Upon expiration of all accrued sick leave, the Officer may elect to use any other accrued leave, however when the L&I temporary disability check is received, only sick leave will be supplemented.

14.7 If an officer is terminated because there is no reasonable likelihood of the officer's returning to work, the provisions of Section 14.4 and 14.5 shall terminate.

ARTICLE 15 MISCELLANEOUS LEAVE

15.1 Bereavement. In the event of a death in an Officer's immediate family, or when an Officer attends the funeral of a member of the immediate family, not more than three (3) days leave may be used unless additional time is granted at the discretion of the Officer's Chief. All leave under this subsection shall be deducted from sick leave unless the Officer elects to use compensatory time or vacation leave.

15.1.1 "Immediate Family" shall be limited to the Officer's spouse, children (including stepchild and children in the custody of the Officer), mother and father, grandparents and siblings, and State Registered domestic partners, as defined in RCW 26.60.020. Bereavement leave for other family members may be granted at the discretion of the Chief or Designee.

15.2 Civil Leave. Civil Leave shall be allowed to permit any employee to serve as a member of a jury, or to appear as a witness before a court or grand jury. During such time employees shall receive their regular compensation provided that they shall make payable to the City any compensation received for the performance of the civil duties, less cost for mileage and other allowed expenses, provided, however, that paid leave shall not exceed sixty (60) calendar days.

15.3 Military Leave. Employees shall be permitted paid leave consistent with all federal and state statutes.

15.4 Leave without Pay. Employees shall be allowed unpaid leave of absence upon approval of the Chief of Police, provided that leaves in excess of three (3) days shall be approved by the Mayor. Unpaid leave shall only be permitted where employees have exhausted applicable leave balances.

15.5 Shared Leave. Employees should be allowed to share leave pursuant to existing City Shared Leave program.

15.6 Administrative Closure. Should the Employer declare any normal workday or portion thereof as a City closure, those Officers who are required to remain on the job shall receive compensatory time off equal to the time off provided the employees who were not required to work.

ARTICLE 16 CIVIL SERVICE, PROBATION, SENIORITY AND LAYOFFS

16.1 Nothing contained in this Agreement shall require the Employer to bargain collectively with respect to any permissive subject of bargaining with the Association concerning any matter which by ordinance, policy or state statute has been delegated to the City of Poulsbo Civil Service Commission.

16.2 Officers who have not completed the probationary period established for new hires and temporary officers, as both probationary and temporary are defined in accordance with

the Civil Service Regulations, are not subject to the grievance and arbitration procedures of this agreement with respect to disciplinary actions. Further, the employer shall have the right, in accordance with the Civil Service Regulations, to demote an officer during the probationary period established by Civil Service Regulation following promotion, and such demotion shall not be subject to the grievance and arbitration provisions of this agreement. A demoted probationer retains the right to revert to the officer's last tenured civil service rank. Nothing herein shall be interpreted to deprive an officer of his or her rights to appeal or otherwise request review of any such decision in accordance with the provisions of Civil Service Rules as the same exists or is hereafter amended.

16.3 Seniority and layoffs. Provided that reduction in rank shall be determined by seniority within the classification, seniority shall be defined as time within the bargaining unit. Layoffs shall be made in the following order:

a. Temporary employees
b. Probationary employees
c. Regular officers in inverse order of seniority

When a reduction in rank occurs, the affected officer shall be allowed to revert to their last held position.

Officers shall be provided not less than four (4) weeks written notice of layoff. Officers on layoff or reduction in rank shall be placed on a Reinstatement Roster in order of their seniority for a period of 24 months. As openings occur, officers shall be recalled from the Roster. Those on the Roster shall be responsible for providing current address and telephone information to the Employer. After notice of recall, employees shall respond within two (2) weeks. Those returned to work shall be entitled to the level of wages they would have had, had there been no layoff or reduction in rank.

ARTICLE 17 DUES CHECKOFF

17.1 Dues checkoff shall be available to Officers in accordance with RCW 41.56.110.

ARTICLE 18 ENTIRE AGREEMENT

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

18.2 The parties acknowledge that each has had the unlimited right and opportunity to make proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, the Employer and the Association for the duration of this Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered by this Agreement.

ARTICLE 19 SAVINGS CLAUSE

19.1 Should any provision of this Agreement be found to be in violation of any federal, state or local law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 20 UNIFORMS

20.1 Cleaning – The Employer will pay for uniform cleaning for Police Department Officers, not to exceed two (2) uniforms per week during the life of the contract.

20.2 Detective Allowances – The clothing allowance shall be $625.00 annually, payable within 30 days of the date the officer is assigned to the position, or re-appointed after serving as a detective for the previous 12 months. If the assigned officer does not remain in the position for the entire year from the date of the assignment, the clothing allowance will be prorated for the months he/she served in the position and the difference will be repaid to the City, under the following circumstances: (1) the officer requests to be removed from the assignment or voluntarily resigns from his or her position with the City; or (2) the officer is removed from the assignment due to sustained disciplinary or medical reasons. The pro-rated reimbursement to the City for the months the officer did not remain in the position in the year they are assigned, will be deducted from the officer's next payroll check, or paid by the officer by separate check within 30 days of the last day the officer served in the position.

20.3 Uniforms – The Employer will provide at no cost to its police officers all necessary uniform items in reasonable working condition. Uniform shall mean all items of clothing and equipment that the Employer requires be worn or carried by an officer in the normal course of his/her duties. The selection of any brand or model of uniform is the sole prerogative of the Employer. Abuse or misuse of any item of uniform may result in disciplinary action by the Employer, to include requiring replacement at the officer's expense, of damaged items. Necessary uniform items will normally include the following:

1 class A uniform pant	1 class A long sleeve shirt	1 class A short sleeve shirt
1 tie & tie tack	1 badge	1 name tag
1 class A hat	1 baseball cap	3 class B uniform pants
3 class B long sleeve shirts	3 class B short sleeve shirts	1 ballistic vest
1 all weather jacket with liner	1 duty hand gun & magazines	1 duty rifle
1 portable radio	1 duty belt & holster	2 handcuffs & case
1 chemical agent dispenser & case	1 impact weapon and carrier	1 pocket knife
1 inner belt	4 belt keepers	1 key carrier
1 flashlight	1 raincoat	1 pair of uniform boots and shoes
1 alternate restraint device such as an electronic immobilizer such as a Taser, when issued by the City.		

20.4 All uniforms or other items issued by the Employer shall remain the property of the Employer.

20.5 Take Home Car – An employee will be required to live within the Poulsbo City limits, within five (5) miles of the City limits or equivalent as determined at the Chief's discretion, in order to qualify for a take home vehicle. Employees hired before January 1, 2013, are exempted from this provision.

ARTICLE 21 CALLBACK & COURT PAY

21.1 Officers who are ordered back to duty or to appear in court shall be compensated as outlined in this Article.

21.2 Officers who are held over after the end of their shift will be paid at the overtime rate of time-and-one-half for each hour they are held over.

21.3 Officers who are called back to work between their regularly scheduled duty days or on their regularly scheduled weekend will be paid at the overtime rate of time-and-one-half with a guaranteed minimum of three hours. If the callback extends beyond three hours, the Officer will be paid the actual hours worked at the overtime rate of time-and-one-half.

21.4 Officers who are called back to duty while on vacation shall be guaranteed four hours at the overtime rate of time-and-one-half. If the callback extends beyond four hours, the Officer will be paid the actual hours worked at the overtime rate of time-and-one-half. The Officer shall also receive a return of the vacation day. Vacation is defined as beginning and ending at the times and dates noted on an approved City of Poulsbo Officer Leave Request Form.

21.5 Officers who are called back to work in response to a subpoena to appear in court will not be assigned to duties other than testifying in and assisting with the prosecution for which they are under subpoena.

21.6 Officers who are subpoenaed to appear in court will contact the court during court business hours to determine if they are still required to appear. Personnel who are told to stand by for a possible court appearance during the time between their regularly scheduled work shifts and are not released from the stand-by status within twelve hours of the court appearance time will be guaranteed two hours of pay at the overtime rate of time-and-one-half. Officers who are told to stand by for a court appearance that is scheduled during their regularly scheduled weekend and are not relieved from stand by status within twelve hours of the court appearance will be guaranteed three hours of pay at the overtime rate of time-and-one-half. Officers who actually appear in court during the time between their regularly scheduled shifts or on their regularly scheduled weekend will be compensated in accordance with Sections 21.3 and 21.4 above.

21.7 Officers contacted by telephone during their time off shall be compensated at their regular or overtime rate, as shall apply, with a fifteen (15) minute minimum. The preceding provision shall not apply to contacts necessary to correct administrative errors or problems caused by the Officer.

ARTICLE 22 OFFICERS' REPORTS

22.1 Official written reports of police officers shall be reviewed and signed by the individual officer making the report. Except for minor or grammatical revisions in the course of retyping, no change shall be made in such a report without the knowledge and consent of the reporting officer.

ARTICLE 23 EMPLOYEE/EMPLOYER RIGHTS

23.1 DISCIPLINE

23.1.1 It is agreed that the City has the right to discipline an employee for just cause.

23.1.2 The Disciplinary actions shall include only the following:

a. Verbal reprimand
b. Written reprimand
c. Suspension without pay
d. Demotion and/or transfer
e. Discharge

Disciplinary action will normally be progressive in nature, but the level of discipline administered will depend upon the seriousness of the offense.

23.2 INVESTIGATIVE

23.2.1 The interview of a suspect employee concerning action(s) or inaction(s) which, if proved, could reasonably lead to a suspension without pay, demotion or discharge for that employee, shall be conducted under the following conditions and procedures.

23.2.2 The requirements of this section shall not apply in the criminal investigation for violations that are punishable as felonies or misdemeanors under law.

23.2.3 If an employee is considered a suspect, at a reasonable time in advance of the investigative interview, the suspect employee shall be informed in writing of the nature of the investigation and the specific allegations involved, the policies, procedures, and/or laws that form the basis for the investigation; and shall be advised that an opportunity to consult with Association representative and/or legal representative, will be afforded prior to the interview.

23.2.4 The Department may employ standard investigative techniques and is not required to provide advance witness statements to the interviewed officer.

23.2.5 The suspect employee shall have the right to have an Association representative present during any interview which may reasonably be expected to result in a suspension without pay, demotion or discharge of the suspect employee. The opportunity to have an Association representative present at the interview or the opportunity to consult with an Association

representative shall not unreasonably delay the interview. If an interview begins with the consent of the suspect employee in the absence of an Association representative, but during the interview the suspect employee concludes that assistance is in his/her best interest, the suspect employee shall be allowed reasonable time in which to obtain Association representation.

23.2.6 Interviews will usually take place at the police department.

23.2.7 An interview may be scheduled outside the suspect employee's regular working hours, however, the suspect employee will be compensated at their regular overtime rate in compliance with the provisions of this agreement. A suspect employee who has been placed on administrative leave with pay, may be interviewed between 0800 hours and 1600 hours, Monday through Friday, at the regular rate of pay.

23.2.8 While on administrative assignment or leave, the Department will allow access to the officer's choice of licensed mental or medical health professional.

23.2.9 During an interview the suspect employee shall be entitled to appropriate intermissions as the suspect employee may request for personal physical necessities. The interview will be completed within a reasonable time.

23.2.10 The suspect employee shall be required to answer any questions in a non-criminal investigation and shall be afforded all rights and privileges to which he is entitled under the laws of the State of Washington or the United States. Prior to being ordered to respond to any question, the suspect employee shall be notified in writing and acknowledge receipt of the following, or something substantially similar:

> "You are about to be questioned as part of an internal investigation being conducted by the Police Department. You are hereby ordered to answer the questions which are put to you which relate to your conduct and/or job performance and to cooperate with this investigation. Your failure to cooperate with this investigation can be the subject of disciplinary action in and of itself, including dismissal. The statements you make or evidence gained as a result of this required cooperation may be used for administrative purposes but will not be used or introduced into evidence in a criminal proceeding."

Nothing herein shall obligate the City to conduct a noncriminal investigation prior to the completion of a criminal investigation arising out of the same set of circumstances.

23.2.11 All interviews shall be limited in scope to activities, circumstances, events and conduct that pertain to the action(s) or inaction(s) of the employee who is the subject to the investigation. Nothing in this section shall prohibit the city from questioning the suspect employee about new information that is developed during the course of the interview.

23.2.12 At the request of the suspect employee or the City, the City will mechanically record an investigative interview. There can be no "off-the-record" questions. Upon request, an employee under investigation shall be provided a copy of any written statement the suspect employee has signed and/or a copy of the suspect employee's recorded interview.

23.2.13 The suspect employee shall be advised within a reasonable period of time, in writing, of the results of the investigation and what future action, if any, will be taken regarding the matter.

23.2.14 Nothing in this section is intended to limit the Police Department's ability to conduct a fair and comprehensive investigation nor to impose unreasonable time limits upon the conduct of such investigations.

23.2.15 If the conclusion of an investigation is that just cause exists to discipline the suspect employee with a written reprimand, suspension, demotion or termination, the suspect employee will be given a written notice prior to any pre-disciplinary hearing;

a. An opportunity to view and/or copy all materials a part of or related to the investigation upon which the allegation(s) or charge(s) are based.
b. The directives, policies, procedures, work rules, regulations or other order of the city that allegedly was violated and how these were violated.
c. What disciplinary action is being considered.

23.2.16 The suspect employee shall have a reasonable amount of time to respond to the allegation(s) or charge(s) verbally or in writing, prior to the pre-disciplinary meeting. Normally, this response will be within two (2) working days of receiving the information but a request that the response time be extended will not be unreasonably denied.

23.2.17 An opportunity to respond to the allegation(s) or charge(s) shall occur at a pre-disciplinary meeting conducted and presided over by the Chief of Police or his/her designee. The Chief of Police or his/her designee shall have the authority to impose or recommend the proposed disciplinary action. The suspect employee will be given reasonable advance notice of the time and location of the meeting, the meeting will be informal, and the suspect employee shall be given a reasonable opportunity to be heard and to respond to the allegation(s) or charge(s). The Chief of Police or his/her designee will consider the employee's response prior to the imposition of discipline.

23.2.18 Within thirty (30) days of the pre-disciplinary meeting, the Chief of Police or his/her designee shall issue a written decision imposing discipline, exonerating the employee, or taking such other action as is deemed appropriate.

23.3 MEDICAL OR PSYCHOLOGICAL EXAMINATIONS

23.3.1 The Employer has the right to require Employees to submit to medical or psychological examinations when there exists probable cause to believe an

Employee is unfit for duty. Any medical history of the Employee which the examining professional conducting a medical or psychological evaluation requests, shall be released by the Employee only to the examining professional.

23.3.2 The examining professional shall issue a written report to the Employer, as the client, **provided however**, that such report shall indicate only whether the Employee is fit or unfit for duty and in the event an Employee is unfit, the expected prognosis and recovery period as well as any accommodations which could be made to allow an Employee to return to duty consistent with the attached form (Appendix C). A copy of the report shall be made available to the Employee.

23.3.3 The Association shall have an opportunity, at its expense, to discuss with the Employer's examining professional their conclusion and reasons therefore. If the Employee believes that the conclusions of the examining professional are in error, he/she may obtain an additional examination at his/her own expense and the Employer will provide the examining professional with documents which were utilized by the Employer's examining professional. In the event the Employee and/or Association seek to contest the conclusion of the first examining professional, the Employee's report shall be in writing and shall be available to the Employer. The report shall be kept as confidential medical information and any use outside of the accommodation or fit for duty process shall be subject to a written medical release by the Employee. The Employee shall authorize the second examining professional to respond to reasonable questions clarifying the opinion, at the Employer's expense. Nothing herein prohibits the examining professionals from making safety disclosures required by law.

23.3.4 The Employer will authorize the Employer's examining professional make available him/herself to answer appropriate questions by the examining professional at the Association's expense, conducting an examination on behalf of the Association.

23.3.5 Should an Employee grieve a demotion, discharge or other action subject to the grievance process, taken as a result of an examination, the Employer and Employee shall allow release of all examinations and supporting documents upon which it will rely in the proceedings, and all other prior examinations of the Employee determined to be relevant by the grievance arbitrator after a confidential review by the arbitrator.

23.4 PERSONNEL RECORDS

23.4.1 A "personnel file" shall be defined as any file pertaining to the bargaining unit member's employment status, work history, training, disciplinary records or other personnel related matters relating to the officer. Certain portions of the personnel file may be exempt from public release under the Washington Public Records Act. Examples of such documents include medical records, pre-appointment interview forms, Officers names in internal affairs files relating to

unfounded allegations, and applicant background investigation documents, such as, but not limited to, psychological evaluations and polygraph results. Medical files shall be kept in a separate locked confidential file from the Employee's personnel file, but the Employee shall have access to that file during normal working hours. The other portions of the files listed above shall also be kept in a file location separate from the Employee's personnel file and shall not be subject to the Employee's review, except as required pursuant to the provisions of state or federal law.

The Employer will promptly notify an Employee upon receipt of a court order, subpoena or a public disclosure request for information in the Employee's personnel file. The Employer will also provide at least seventy-two (72) hours notice before releasing any requested documents, **provided however**, that in the event the City is required to respond to a subpoena or other court order in a time frame less than seventy-two (72) hours, it will provide prompt notice of its response date. The Employer will allow the Employee and the Association the fullest possible opportunity to legally object to disclosures.

a. Each Employee's personnel file shall be open for review by the Employee as provided above.

b. All complaints and internal affairs investigations not resulting in findings of misconduct will be immediately purged. The Index of complaints shall be purged as required by the State Archivist.

c. Disciplinary action consisting of a letter of reprimand or any lesser form of discipline will be purged from individual personnel files after three years with the following exceptions:

    i. Any instances where subsequent disciplinary action relies upon the letter as part of the process of progressive discipline.
    ii. When required by law to be retained, such as instances covered by the Federal Rehabilitation Act or the Americans with Disabilities Act. All such files will be retained in a separate confidential medical file only.
    iii. There is an agreement to remove the letter of reprimand prior to the three year period.

d. Disciplinary action consisting of a suspension with or without pay, demotion or termination, will not be purged from the personnel file.

e. Any records involved in any stage of litigation or other judicial process will be purged from the personnel file according to the schedule above but may be retained by the Department in a separate litigation discovery file.

All files noted in this policy shall be kept confidential to the full extent permitted by law or the Collective Bargaining Agreement and the rights created thereunder. In the event of a request for release or review of an

investigative or disciplinary file, the person to whom the file relates will be provided written notice of the request and the City's intended response prior to the date of release.

23.5 USE OF FORCE; PROCEDURE

23.5.1 Procedures. Any time an incident occurs involving a use of lethal force against a person, the following will apply:

23.5.2 When an Employee in the line of duty uses lethal force which results in the injury or death of a person, the Employee shall not be required to make a written or recorded statement for forty-eight (48) hours after the incident, except that immediately following the incident the Employee shall verbally report to a superior a brief summary of the incident and any information necessary to secure evidence, identify witnesses, or apprehend suspects or similar information necessary to preserve the immediate safety of the public and fellow officers. The affected Employee may waive the requirement to wait forty-eight (48) hours.

Beyond that, the Department will not question the officer(s) regarding any information with respect to the incident, but will permit the officer involved in the incident access to any desired counseling, legal or Association counsel, or other form of personal support.

23.5.3 If the Department must preserve a chain of custody for a weapon or weapons utilized in the incident, the officer(s) will be promptly issued replacement weapons unless it is inappropriate to do so.

23.5.4 No statement will be required within forty-eight (48) hours after the incident except as indicated above. The interview of the officer involved in a lethal force situation will be done in accordance with the Bill of Rights.

23.5.5 In the discretion of the Department, the officer may be placed on leave with pay or administrative duty. The request to be considered for an administrative assignment or administrative leave may be initiated by the officer pending outcome of the review.

23.5.6 While on administrative assignment or leave, the Department will allow access to the officer's choice of licensed mental or medical health professional.

23.5.7 When either the officer or the Department believes that the officer should return to his regular assignment, at the Department's option the officer will provide a letter from his licensed psychologist or medical doctor indicating that the officer is ready to return to his regular duties. The Department at its option may request an independent medical or psychological exam, which will be documented in conformity with the procedures outlined in this agreement and the Americans with Disabilities Act (ADA).

23.5.8 While on administrative leave and after returning to duty, the officer will be encouraged and allowed full access for up to four (4) sessions with a licensed mental or medical health professional through up to ten (10) hours of paid leave.

ARTICLE 24 GRIEVANCE AND ARBITRATION

24.1 Nothing within this Article shall be construed to restrain any party from initiating an informal discussion in an attempt to resolve a dispute.

24.2 A "grievance" means an alleged claim or dispute by an Officer, group of Officers, or the Association with respect to the interpretation or application of the provisions of this Agreement. It is the intent of the parties that the following procedure is the exclusive remedy for resolving disputes as defined herein.

24.3 An Officer or group of Officers ("Grievant(s)") or their delegated representative who consider they have a grievance shall present such grievance in writing, to the Deputy Chief stating the section of the Agreement allegedly violated, the operative facts supporting the grievance, the names of witnesses, and the remedy requested. The grievance shall be filed within twenty (20) calendar days of the grievants alleged violation. The Deputy Chief shall attempt to resolve it within twenty (20) calendar days after it is presented.

24.4 If the Grievant(s) are not satisfied with the solution by the Deputy Chief, the grievance, in writing, may be presented by Grievant(s) within fifteen (15) calendar days to the Police Chief who shall attempt to resolve it within fifteen (15) calendar days after it is presented to the Police Chief.

24.5 If the Grievant(s) are not satisfied with the solution by the Police Chief, the grievance, in writing together with all other pertinent material may be presented by the Grievant(s) within fifteen (15) calendar days to the Mayor. Fifteen (15) calendar days begins after the grievant receives the Chief's written response.

24.6 Any grievance involving the interpretation or application of this Agreement which is not resolved by the Mayor within twenty (20) calendar days after it is presented to the Mayor may be referred by the Association within forty-five (45) days of the Mayor's decision to arbitration for final adjustment. Disputes may be handled through either the grievance procedure or Civil Service regulations. The choice of one remedy shall preclude the utilization of the other.

24.7 In the event that a mutually acceptable arbiter cannot be selected by the parties within fifteen (15) calendar days following the above said demand for arbitration, either party may request a list of neutral arbiters from the Public Employment Relations Commission. It shall be the function of the arbiter to hold a hearing at which the parties may submit their cases concerning the grievance. The arbiter shall render a decision based on the interpretation and application of the provisions of the Agreement within thirty (30) days after such hearing. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Arbitrator which is beyond his jurisdiction. The fee and expenses of the arbiter and the cost of a written

transcript for the arbiter, if prepared, shall be divided equally between the Association and the Employer. Each party shall be responsible for compensating its own representatives and witnesses, purchasing its own copy of any written transcript, and paying any and all expense of presenting its own case.

24.8 Neither the arbiter nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement. The decision of the arbiter shall be final and binding on the Association, the Employer and the employees involved.

24.9 None of the foregoing is intended to mean that the Association itself cannot lodge a grievance and process the same through the various steps to arbitration in accordance with and subject to the provisions hereof. The right of the Association to so lodge and process a grievance is expressly confirmed. An Officer may be represented at any stage of the grievance procedure by the Association. No settlement agreement with an Officer shall be contrary to the terms of this Agreement. The Association's grievance shall be filed within twenty (20) days of the date that it knew or should have known of the occurrence.

ARTICLE 25 RESERVE OFFICERS

25.1 A reserve officer shall not be used to supplant bargaining unit scheduled work unless the work is first offered to bargaining unit members. Reserves may be used to supplement scheduled shifts or to fill scheduled shifts where no bargaining unit member is available.

ARTICLE 26 DURATION OF THIS AGREEMENT

26.1 This Agreement shall become effective January 1, 2013 and shall remain in effect through December 31, 2015. In the event negotiations for a new Agreement have not been completed by January 1, 2016, the provisions contained in this Agreement shall remain in effect by mutual agreement until the conclusion of the negotiations for a new Agreement.

Dated this 19TH day of December, 2012.

CITY OF POULSBO

Rebecca Erickson, Mayor

POULSBO POLICE OFFICERS' ASSOCIATION

John Halsted, PPOA President

ATTEST/AUTHENTICATED:

Jill A. Boltz, City Clerk

APPROVED AS TO FORM:

W. Scott Snyder
Ogden Murphy Wallace

APPENDIX A
TO THE AGREEMENT BY AND BETWEEN
CITY OF POULSBO
AND
POULSBO POLICE OFFICERS ASSOCIATION

A.1 The following table of wage rates reflects the master pay scale effective January 1, 2013.

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Police Officer	$29.91	$30.76	$31.70	$32.67	$33.63	$34.61
Police Sergeant	$35.19	$36.21	$37.31	$38.44	$39.60	$40.80

A.2 Effective January 1, 2014, 2013 wage rates shall be increased by two and one-half percent (2 ½%)

A.3 Effective January 1, 2015, 2014 wage rates shall be adjusted by one hundred percent (100%) of the June 2013 – June 2014 Seattle-Tacoma-Bremerton CPI-U as published by the United States Department of Labor; provided that such increase shall not be less than one percent (1%) nor greater than three percent (3%). Should the Index meet or exceed three percent (3%), the 2014 wage rate shall be increased by an additional amount equal to fifty percent (50%) of the amount above three percent (3%). The total wage increase shall be limited to four percent (4%).

A.4 Advancement through the steps of the pay matrix shall be automatic (every twelve (12) months) based upon satisfactory performance. Should the Employer determine that an Officer's step is going to be withheld, the Officer must be notified in writing not less than thirty (30) calendar days prior to the step increase. Any Officer who has been refused a step increase may appeal the Employer's decision through the grievance procedure of this Agreement.

A.5 The Employer may unilaterally place a new Officer at any step within the matrix.

A.6 Probationary Police Officers shall be paid 85% of step A. After satisfactory completion of the Police Academy or six months of employment, whichever occurs first, the Officer shall be paid one hundred percent (100%) of step A. The 85% rate shall apply towards the twelve months of step A.

A.7 Officers who are reclassified and moved into a higher range shall be placed in a step of the new range which provides an increase of not less than three percent (3%) greater than the range/step from which they were promoted.

A.8 In the event the City hires a provisional or temporary employee, in lieu of providing health and leave benefits to said employee, the placement of the provisional employee shall be on the Step C of the Salary Schedule for Police Officer. The salary provided to the provisional or temporary employee, along with all applicable overtime or callback pay, shall constitute full and final compensation to the provisional or temporary employee. Nothing therein shall be interpreted to deny the provisional or temporary employee any right granted by State or federal law and the provisions of this agreement shall be interpreted and applied to protect those rights.

Dated this 19TH day of December, 2012.

CITY OF POULSBO

Rebecca Erickson, Mayor

POULSBO POLICE OFFICERS' ASSOCIATION

John Halsted, PPOA President

ATTEST/AUTHENTICATED:

Jill A. Boltz, City Clerk

APPROVED AS TO FORM:

W. Scott Snyder
Ogden Murphy Wallace

APPENDIX B
TO THE AGREEMENT BY AND BETWEEN
CITY OF POULSBO
AND
POULSBO POLICE OFFICERS ASSOCIATION

LEOFF II DISABILITY SUPPLEMENT WORKSHEET

Employee Name:	John Doe	Computation Date:	3/16/2007
Date of Timeloss:	1/25/07-3/13/07	# of work days/shifts	

Monthly Base (include longevity, education, not overtime)	4,891.47
Gross Hourly Rate	28.22

Minus Benefits (Insurance premiums, union dues, credit union not included)

Withholding	452.87
Social Secuity/Medicare	374.20
LEOFF (DRS)	341.91

Total Benefits	1,168.98
Net Pay per month	3,722.49
(Net Monthly pay x12 months = Net pay per year)	44,669.85
(Divide Net Yearly pay by 2080 = Net hourly Pay)	21.48

4,977.12	divided by	21.48 =	Hours of S/L to be credited back	232
L&I amount		net hourly rate		

No. of Sick Hours used after first 5 calendar days	264
Minus number of S/L hours to be credited back to employee's account with Worker's Compensation Money	232
NET DIFFERENCE	**32**

(Net differnce is the number of hours to be shared 50/50 employee/city)

Employee	16	Employer	16

Total hours charged for time off		264
Hours purchased back with L&I check:	232	
Hours purchased back with City's supplement:	16	
Total hours purchased back:	**248**	**248**

TOTAL HOURS TO BE CHARGED AGAINST EMPLOYEE'S SICK LEAVE **16**

Prepared by		Employee:	
Reviewed by		Finance:	
City's Receipt Number		Date:	

APPENDIX C
TO THE AGREEMENT BY AND BETWEEN
CITY OF POULSBO
AND
POULSBO POLICE OFFICERS ASSOCIATION

I _____, hereby release Dr. _____ to provide the following medical information to my employer, the City of Poulsbo. In accordance with section 102(c)(B), 102(c)(C), and 102(c)(4)(C) of the Americans with Disabilities Act, the above named Doctor is required to maintain all medical records in association with his/her examination of me on separate forms and in separate medical files and must treat those records as a confidential medical record with the following exceptions:

The doctor will issue a written report to the Employer and the employee. The report shall be a "Functional Diagnosis." Functional Diagnosis is defined as:

> The evaluation by a physician or psychologist ("treating professional") of how an underlying but undisclosed disability may affect an individual's performance in the workplace. The treating professional may outline symptoms, impediments to performance, or other impacts which the employee may display in order to reasonably accommodate the employee's return to work. The functional diagnosis shall be kept confidential as private health care information pursuant to the American with Disabilities Act and released only to the Chief of Police, and Assistant Chiefs of Police; and, when appropriate, emergency medical personnel.

Furthermore, I release the Doctor if he/she determines that I am able to perform the essential functions of my job, to so inform my employer.

This release is intended to grant no further access to my confidential medical records than the American Disabilities Act allows and the examining physician is instructed accordingly.

*NOTE: This federal law creates a cause of action against any individual who violates its provisions.

_____ _____
Patient Date