



**AGREEMENT  
BY AND BETWEEN**

**CITY OF LACEY**

**AND**

**LACEY POLICE SENIOR MANAGEMENT  
ASSOCIATION (LPSMA)**

**(POLICE COMMAND STAFF)**

**January 1, 2024 – December 31, 2026**

**LACEY POLICE SENIOR MANAGEMENT ASSOCIATION  
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THIS AGREEMENT is between the **CITY OF LACEY** (hereinafter called the City) and **LACEY POLICE SENIOR MANAGEMENT ASSOCIATION** (hereinafter called LPSMA) for the purpose of setting forth the mutual understanding of the parties as to wages, hours, benefits and other conditions of employment of those employees for whom the City has recognized the LPSMA as the exclusive collective bargaining representative.

The provisions contained herein constitute an agreement between the City of Lacey and the LPSMA concerning wages, benefits, hours, and working conditions. Unless otherwise expressly provided herein, the provisions of this Agreement shall be effective June 1, 2019.

## **ARTICLE 1 – PURPOSE**

It is the purpose of this agreement to achieve and maintain harmonious relations between the Employer and the Lacey Police Senior Management Association; to provide for equitable conditions of work and to establish proper standards of wages, benefits and hours of work and to mutually strive to achieve peaceful adjustment to any difference which may arise.

The City and the LPSMA will join in the full spirit of professional ethics and maximum effort to assist the Chief in building a highly qualified and respected law enforcement agency in Washington State.

## **ARTICLE 2 – CONFIDENTIALITY**

The City and the LPSMA recognize that members of this association are Police Department Command Staff. Information obtained in the performance of management duties should be treated with respect, proper confidentiality, and in the best interest of the Police Department.

## **ARTICLE 3 –RECOGNITION, COMPLIANCE,**

### **NON-DISCRIMINATION**

The City recognizes the LPSMA as the sole and exclusive bargaining agent relative to wages, hours and working conditions for all full-time and regular part-time employees of the Lacey Police Department in the classification of Lieutenants and Commanders but excluding those employees represented by other labor contracts, civilian confidential employees, and all others.

It is mutually agreed that it is the intent of the parties to include in the bargaining unit any newly promoted command staff of the rank at Lieutenant and above.

The City and the LPSMA will cooperate to assure that no employee is discriminated against by reason of membership or non-membership in the LPSMA. The City and LPSMA also will cooperate to assure compliance with Civil Service Regulations and non-discrimination laws.

Employees covered by this Agreement shall have the right to become and remain a member of the LPSMA and pay the initiation fee and periodic membership dues uniformly levied against all LPSMA members.

The LPSMA shall be responsible for notifying new employees of membership dues payment, obtaining authorization cards for payroll deductions, and collecting any delinquent charges.

The City shall retain the sole right to select new employees and the LPSMA agrees to accept employees as members without discrimination.

The City will provide for payroll deduction of LPSMA fees upon authorization by the employee. Payroll deduction authorization cards must be received by the City's Finance department by the fifteenth (15th) day of the month to be recognized as effective for that month. The City will transmit to the designated Officer of the LPSMA the total amount so deducted together with the list of names of the employees from whose pay deductions were made. The Employer will honor each employee's authorization for payroll deduction received under this provision unless it has been revoked by written notice to the Employer. Revocations will be processed in accordance with the terms of the authorization card, including reasonable notification periods of up to sixty (60) days. The Employer will advise the LPSMA in writing of the receipt of any written notice revoking an authorization, listing the name of the employee and date of receipt. All refunds of such deductions which may be required to be made to any employees shall be made by the LPSMA.

The LPSMA shall indemnify the Employer and hold the Employer harmless from any and all claims, demands, complaints, causes of action, or liability, including legal fees and costs, against the Employer arising out of administration or implementation of this article, including, but not limited to, any actions or omissions of the Employer taken in reliance on information from the LPSMA or language of an LPSMA provided deduction authorization card.

The City and the LPSMA will cooperate to assure that no employee is discriminated against by reason of membership or non-membership in the LPSMA. The City and LPSMA also will cooperate to assure compliance with Civil Service Regulations and non-discrimination laws.

## **ARTICLE 4 – EMPLOYER RIGHTS**

4.1. Except as otherwise expressly and specifically limited by the terms of this Agreement, the City retains all decision-making prerogatives, rights, power, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of the City and the Lacey Police Department. It is expressly recognized that such rights include the full and exclusive control, management, and operation of the department and its activities, business to be transacted, functions to be performed and methods, processes, and means of providing police services; the location of the stations and offices, equipment to be utilized and the layout thereof; the right to establish new or change existing procedures, methods, processes, facilities, and equipment or make technological changes; the right to establish or

reorganize jobs, job classifications and descriptions; the determination of the number of Officers and employees (including the increase or reductions by straight seniority thereof); the right to manage and direct employees, including hiring, promoting, disciplining or discharging for just cause; the right to use volunteers to augment and assist employees and operational functions; the right to make and establish safety rules, operational policies and procedures, and reasonable rules of conduct for the Department.

- 4.2. The exercise of any management prerogative, function, or right which is not specifically modified by this agreement is not subject to the grievance procedure or to bargaining during the term of this agreement, except as to whether or not the exercise of such management prerogative, functions, or right is a violation of the terms of this agreement. Provided, the City recognizes the Association's right to bargain with respect to wages, hours, and terms and conditions of employment resulting from the City's specific exercise of any management prerogative, function, or right taken after the effective date of this agreement, and nothing herein shall be construed as a waiver of that right.

## **ARTICLE 5 – PERFORMANCE OF DUTIES**

Employees shall perform their assigned duties to the best of their ability. The Association and City agree that there shall be no strikes, lockouts, slowdown, stoppage of work, or any interference with the efficient operation of the Department. In the event of violation of this provision by the Association or employees of the Association, the City may discipline or discharge any employee involved in such activity.

## **ARTICLE 6 - FLSA**

Employees in this bargaining unit are exempt employees under the Fair Labor Standards Act (FLSA) and are not eligible for overtime.

## **ARTICLE 7 – WORK WEEK**

**Patrol.** The work week for Lieutenants and/or Commanders assigned to supervise over patrol teams (blue/gold) will be based on a schedule that mirrors the 10.7 hour shifts assigned to patrol and will be set up to ensure that the daily work schedule overlaps the core hours of 10:00AM-2:00PM. This schedule is based on a full-time equivalency (FTE) of two thousand and eighty hours (2080) and is approved by the Chief of Police.

**Non-Patrol.** The work week for Lieutenants and/or Commanders assigned to non-patrol positions shall be based on a full-time equivalency (FTE) of two thousand and eighty (2080) hours, normally through a 5/8 or 4/10 work schedule as determined by the Chief of Police or designee, and schedule approval determination will be based on operational need.

Employees assigned to either Patrol or Non-Patrol schedules may be required to respond to emergencies and planned events after normal business hours and on weekends. Reasonable

modifications to the beginning and end of the work days can be agreed upon by the Chief of Police and employee by mutual agreement.

## **ARTICLE 8 – COMMAND DUTY OFFICER (CDO)**

Commanders and Lieutenants will be assigned to rotational command duty officer (CDO) by the Chief or designee, and will be provided CDO pay at the rate of four percent (4%) of monthly base salary. CDO pay is intended to compensate employees for additional responsibilities that are incurred while monitoring operations and investigations outside of the assigned regular work schedule. Rotational assignments may be traded on a week for week basis but must be approved by the Chief or designee. Excusal from a scheduled CDO rotation is at the sole discretion of the Chief.

The yearly CDO schedule for Commanders and Lieutenants will be reviewed and approved by the Chief of Police or designee to ensure equitable sharing of the assignment and holidays to prevent any single employee from being overburdened.

## **ARTICLE 9 – MONTHLY SALARIES**

**Salaries.** See Appendix “A”

Effective January 1, 2024, all Association members base monthly salaries shall be adjusted by six and a half percent (6.5%). Effective January 1, 2024, the extra duties shall be compensated and recognized by the above wage increases.

Effective January 1, 2025, all Association members shall receive a cost of living adjustment equal to 100% of the Seattle – Tacoma – Bellevue CPI-U, (June-June) no lower than two percent (2%) no higher than five percent (5%).

Effective January 1, 2026, all Association members shall receive a cost of living adjustment equal to 100% of the Seattle – Tacoma – Bellevue CPI-U, (June-June) no lower than two percent (2%) no higher than five percent (5%).

## **ARTICLE 10 – EQUIPMENT AND CLOTHING**

Employees of this bargaining unit will receive the same uniform, clothing allowance, cleaning and/or boot allowance benefit as the employees of the Lacey Police Management Association (LPMA).

### **10.1. Patrol Uniform Types:**

- Class “A” uniforms – two-piece uniform (shirt & pants)
- Jumpsuit – one piece uniform

10.1.2. The Employer agrees to provide department uniforms and equipment which an employee is required to wear by Department policy, except personal undergarments and footwear. All Department uniforms will be approved by the Chief.

10.1.3. The Employer agrees to purchase the class “A” uniform for all Employees (2 pants, 2 long sleeve/2 short sleeves). One (1) jumpsuit may be purchased after the employee has successfully completed their field training program. A second jumpsuit may be purchased if desired after completing probation.

10.1.4. The Employer agrees to replace or repair uniforms and equipment which are damaged in the line of duty, including “fair wear and tear.”

10.2. **Clothing Allowance.** The Employer agrees to provide \$750 per year clothing allowance for employees working specialty assignment such as Detective or non-uniformed assignment. Partial year assignments in excess of 30 days will be pro-rated. This does not apply to light duty assignments. Employees who leave a specialty assignment after working 3 months in a calendar year will not be required to reimburse the City the clothing allowance. Additionally, employees will receive a \$180 boot allowance in January of each year.

### 10.3. **Cleaning**

10.3.1. The Employer agrees to provide the necessary cleaning for:

- Authorized patrol uniforms and appropriate business clothing twice per workweek, unless approved by a supervisor.

10.3.2. The Employer will NOT provide cleaning for:

- Non-patrol uniform or non-work related items.

10.3.3. The Employer will clean any employees’ clothing that becomes contaminated during a biological or hazardous material/fluids incident, regardless of assignment.

## **ARTICLE 11 – LPSMA ACTIVITIES**

11.1. Employees are not permitted to engage in Association activities while on duty except as provided for in this article. Employees shall be granted a maximum of one (1) hour per month to attend Association meetings. The first or last hour of the scheduled time for scheduled training and/or special emphasis days will be used. If there is a conflict, LPSMA and the City agree to discuss and agree on alternate options for the start time of LPSMA meetings so as not to interfere with Department operations. Employees who are on duty shall still respond to emergencies and calls for police service. No employee shall be paid or receive vacation time for such meetings. Time granted for such meetings shall not be accumulative.

11.2. Not more than two (2) employees of the Association's negotiating team shall be permitted to attend negotiation meetings with City representatives without loss of pay to the extent that such meetings are scheduled during the working hours of the employees so attending. The parties agree to schedule negotiation sessions at a time which attempts to minimize the disruption to employees. If a negotiation session is

scheduled on the same day as an employee is scheduled to work, flex time is allowed by mutual agreement between LPSMA and the City.

- 11.3. Designated employees of the Association shall be granted release time for all meetings between the City and the Association, when such meetings take place at a time during which such employees are scheduled to be on duty. The City shall allow an Association representative a reasonable amount of time while on duty to initially investigate a grievance; provided, the shift supervisor must authorize the time and such time taken shall not interfere with the operation of the Police Department. Extended investigations shall be conducted off duty.
- 11.4. For the purposes of improving communications, and collaborative problem-solving, the Employer and the Association may meet from time to time in a labor-management forum. The City agrees to authorize release time for the Association President and up to two (2) Association representatives to attend such meetings, when such meetings take place at a time during which such employees are scheduled to be on duty.
- 11.5. It is understood that the cost to the Employer of any such leave from duty as set forth herein, shall not result in a cost to the Employer materially greater than had the employee not taken such leave. It is also understood that said attendance shall not substantially impair the ability of the Department to protect the safety of the public.

## **ARTICLE 12– HOLIDAYS**

The following are the designated holidays:

New Year’s Day	January 1
Martin Luther King’s Birthday	3 <sup>rd</sup> Monday in January
President’s Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Veteran’s Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	Day after 4 <sup>th</sup> Thursday in November
Christmas	December 25

A legal holiday which falls on a Saturday shall be observed on the preceding Friday. A legal holiday which falls on a Sunday shall be observed the following Monday. Provided, nonscheduled workweek employees (shift work) shall recognize the actual calendar holiday and observe that day off. If a holiday falls on a day off, the exempt employee may either observe the holiday on a day within the same pay period or bank the holiday hours which must be used during that calendar year. Holiday hours will not carry over into the next year and are not available for cash out. For Commanders or Lieutenants on a 4/10 schedule, holiday hours will be 10 hours (equivalent to the normal scheduled work shift).



Patrol work schedules who are on a 10.7 hour shift, if a holiday falls on a day off, the exempt employee may either observe the holiday on a day within the same pay period or bank the holiday hours which must be used during that calendar year. Holiday hours will be 10.7 hours for the patrol scheduled employee (equivalent to the normal scheduled work shift). Holiday hours will not carry over into the next year and are not available for cash out.

**Floating Holiday.** All full-time LPSMA employees shall be entitled to two paid holidays per calendar year in addition to those specified in this section, if employed in a full-time status for five (5) or more months in said calendar. Each employee may select the day on which the employee desires to take the additional holiday provided for herein after consultation with and approval of their direct supervisor. Floating holidays must be taken in the year accrued.

## **ARTICLE 13 – VACATION**

13.1. Each full time employee shall accrue vacation time (monthly), with years calculated as total service time with the City in a regular position, as set forth below:

<u>Years</u>	<u>Hours</u>
2-5	128
6-8	140
9-10	152
11	171
12-14	176
15	187
16-19	197
20+	216

13.2. Vacations shall be scheduled by seniority, by division, in accordance with established departmental procedures and guidelines. The City retains the right to limit or deny vacation for special and/or major events requiring extra staffing. For the purposes of scheduling vacations, seniority shall be considered the last hire date of the Employee. The Association and the City may work out any other vacation scheduling arrangements that are mutually agreeable and are not detrimental to rendering police services efficiently and does not result in additional overtime expense to the Department.

13.3. An employee who ceases to be an employee of the City shall receive a sum of money equal to their former rate of pay for any accrued vacation time which has not been used.

13.4. Upon the death of an employee in active service, the accrued vacation pay of the deceased employee will be paid to the same individual to whom is paid any accrued wages.

13.5. An employee may carry a maximum 340 hours of unused vacation time during the year when the employee has been prevented from using said vacation time by reasons of injury, illness, or Department work schedule; but the maximum days

vacation hours carried to the next succeeding year shall be three hundred forty (340) hours (regardless of work schedule); provided these restrictions shall not be used to force the taking of fewer than five (5) successive days of vacation.

- 13.6. It is the intent of this Agreement to allow an employee to use accrued vacation time in cases of emergency such as serious illness or serious injury in the immediate family. Provided, if an employee is receiving Employer provided disability, time loss, or other employer compensation for an on-the-job injury, only that portion of vacation which, together with disability and/or time loss compensation, will equal the employee's regular salary will be allowed; unless vacation leave had been previously scheduled and approved prior to the date of injury.

**Accrual and Sell Back:** The employer recognizes that police department command staff covered under this agreement will not be able to experience the benefits of time off like other department members, due to the limited number of command level officers and the demands of a full service growing law enforcement organization.

An employee of this bargaining unit may carry a maximum of three hundred and forty (340) hours of unused vacation time during the year. The maximum ~~days~~ vacation hours carried to the next succeeding year shall not exceed three hundred and forty (340) hours.

Employees covered under this agreement may sell back a maximum of eighty (80) hours of accrued vacation time per year. For city budgeting purposes employees agree to sell back at the following rate and time periods: Up to forty (40) hours may be sold during January pay period and up to forty (40) hours may be sold during the October pay period of each year.

## ARTICLE 14 – SICK LEAVE

- 14.1 **Regular Full-Time, Exempt Employees:** Employees in regular full-time positions shall accrue eight hours of sick leave each monthly pay period which may be used as set forth below.

- 14.2 **Sick Leave Use:** Sick leave taken shall be charged (deductive from sick leave banks) as allowed/required for exempt employees.

**Balance notification.** On a monthly basis, the City will provide each employee with their sick leave balance information including accrued sick leave since the prior month, used sick leave since the prior month, current balance available for use.

**Effect of Unpaid Leave.** Employees on unpaid leave for periods exceeding fifteen (15) working days will have sick leave accrual reduced for the calendar month on a pro-rata basis for the percentage of time off in an unpaid status, provided that they shall still meet the minimal accrual under state law of at least .025 sick leave hours for every regular or overtime hour worked.

- 14.2.1 **Coordination with Workers' Compensation.** Sick leave benefits may not be used for any absences when the employee is entitled to receive benefits under the Workers'

Compensation Act, except that sick leave may be utilized to make up the difference between the Workers' Compensation payment and the employee's monthly salary. Until the Department of Labor and Industries (L&I) has made a determination on the employee's eligibility for Workers' Compensation benefits, the City may grant full sick leave benefits, if accrued. If, as a result, the employee receives compensation in excess of the employee's monthly compensation, the employee will submit the workers' compensation payment to the City within five days of receipt of payment from L & I and their sick leave balance will be credited for an amount equivalent to the dollar value. LPSMA reserves its right to address its issue through the judicial process.

**14.2.2 Authorized Sick Leave Use for Sick Leave:** A request to use sick leave must be made to the employee's supervisor or designee. If the leave is foreseeable, then the employee should provide 10 calendar days' notice or as soon as is reasonably foreseeable. If the leave is not foreseeable, then the employee shall provide notice as early as practicable. The employee may designate another person to provide notification. Employees are not required to provide any details concerning the specific nature of the health condition in order to use sick leave, unless otherwise required by law. Any information provided to the City will be kept confidential. If the employee is using leave for an absence that qualifies under the domestic violence leave act, RCW 49.76, per WAC 296-135-060 the employee or his or her designee must give oral or written notice to the employer no later than the end of the first day that the employee takes such leave.

An employee is authorized to use sick leave for the following reasons:

- An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;
- To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care; and
- When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
- An employee is authorized to use paid sick leave for absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW.
- For this section, family member is defined as child or parent (including biological, adopted, foster, step or legal guardian), a spouse, registered domestic partner, spouse's parent, grandparent, grandchild or sibling.

**14.2.3 Verification for use of Sick Leave:** Upon application, an employee may be granted sick leave with pay equal to the employee's accumulated sick leave credits. When such sickness exceeds three (3) consecutive working days, the supervisor may from time to time require the employee to provide a verification from an attending physician that sick leave was used for an authorized purpose.

**14.4 State and/or Federal Leave Provisions:** The City will provide state and/or federal leave in compliance with state and federal law, e.g. Federal Family Medical Leave Act, Washington State Family Care Act, Washington State Family Leave Act, Washington State Human Rights Commission laws on Sex Discrimination, Washington State's Family Military Leave Act, and Washington State's Leave for Victims of Sexual Assault, Stalking and Domestic Violence and Their Family Members. Where the employee has paid sick leave benefits during a state and/or federal qualified leave, such leave time will run concurrently with state and/or federal family leave provisions. For qualified leave, employees are required to apply for the leave in accordance with applicable provisions and provide a physician's certification which documents the need for and the duration of the leave (forms to be provided by the City). As allowed per state and federal law, the City may request an objective medical examination to verify the need for the leave. LPSMA reserves its right to address its issue through the judicial process.

**14.5 Retirement Sick Leave Buy-Back:** To be eligible for the buy-back program, an employee must be retiring from the Lacey Police Department and qualify for LEOFF retirement or LEOFF Disability retirement. The Employer will buy back unused sick leave up to a maximum of 1,000 hours at the rate of 25% per hour for 150 through 300 hours, and 33.3% for 301 through 1,000 hours. Eligible employees retiring from the Lacey Police Department that provide formal retirement notice in writing to the Chief of Police with a minimum of 120 days' notice will qualify to have 901-1000 hours of their unused sick leave bought back at a rate of 40%. The employee's beneficiary will receive this benefit at the time of the employee's death.

## **ARTICLE 15 – BEREAVEMENT LEAVE**

15.1. A full-time employee may request and shall be granted up to five (5) work days' bereavement leave in the event of a death in the immediate family. Immediate family shall be defined as a spouse/domestic partner, child, stepchild, parents, parents-in-law, step parents, siblings, siblings-in-law, son/daughter-in-law, grandchildren and grandparents of both the employee and the employee's spouse, aunts and uncles. Bereavement leave taken in accordance with this paragraph shall not be charged against the accrued sick leave, vacation, or compensatory time of the employee.

15.2. With approval of the Chief of Police, the employee may take up to one-half (½) day of sick leave to attend funeral services of a close friend or a relative not included above.

## **ARTICLE 16 – MILITARY LEAVE**

16.1 Employees who fall within the criteria stated in RCW 38.40.060 shall be allowed to utilize trade days so long as the trade occurs within the 7/28 pay cycle. The intent of this allowance is for drill weekend dates (a maximum of two days) and not to be utilized for active duty orders.

## **ARTICLE 17 – PENSIONS**

17.1. Pensions for employees and contributions to pension funds will be governed by the Washington State statute in existence at any given time during the term of this Agreement.

## **ARTICLE 18 – BENEFITS**

**Insurance Benefits.** Health (medical, dental, and vision), life, and long-term disability coverage shall be provided in accordance with the laws of the State of Washington in existence at any given time during the term of this Agreement. The employee may enroll their spouse/domestic partner and qualified dependents in the health insurance plans.

**Health Insurance.** The Employer's health insurance benefits will include medical, dental and dental rider, and vision and vision rider plans. Employees covered under this agreement may elect to enroll under the same health insurance plan as the provided to the Non-Represented employees. All members of this association must fully participate in only one plan during the term of this agreement.

**Health Insurance Premiums.** Health insurance premiums for LPSMA members will be identical to the current premiums of other employees in the chosen plan.

**Opt-Out Option.** Employees may elect to opt-out of the medical coverage provided they present documentation of active enrollment on employer-sponsored coverage, excluding the City of Lacey's plans. Employees who do so will receive \$250 per month. Provided that at no time the number of LPSMA employees electing to opt-out will exceed their percentage representation within the total employee census. This clause is to ensure that the City's standing in the AWC Trust is not harmed. Underwriting rules prohibit more than 25% of the City's employees from opting out of medical coverage. If the number of employees reaches the maximum, no new LPSMA employees will be allowed to elect the opt-out option until the number of participating LPSMA employees is below the maximum pro-rated amount. A waiting list will be created and as the number of employees drops below the maximum pro-rate amount, the employee will be contacted base on their position on the waiting list. Placement on the waiting list will be on a first come, first served basis.

**Health Insurance Benefits Effective Date.** Health insurance benefits, including the City's first full month's contributions towards premiums, will be effective the first of the month following the date of hire.

**Long Term Disability Coverage.** The Employer agrees to provide group disability insurance for each employee covered by LEOFF II. All affected employees must be covered by the same policy.

**Life Insurance.** The Employer agrees to provide each LPSMA employee a life insurance benefit consistent with the benefit provided to the Non-Represented employees.

**125 Tax Deductible Spending Plan.** The Employer will implement a qualified 125 Tax Deductible Spending Plan which will be made available on a voluntary basis to employees for as long as such plans are allowed by the federal government. Employees must sign-up annually to participate in this program.

**Deferred Compensation.** The City will make available options for employees to participate in a 457 plan. Additionally, the City will make available the 457 Roth contribution options, if it is available through the current providers. Effective January 1, 2024, the City will match up to 3.0% in deferred compensation to a 457 deferred compensation plan. Contributions made by employees and the City are made based off of base monthly salary and any assigned longevity pay.

**Washington State Paid Family Medical Leave (WPFML).** The Employer will comply with the Washington State Paid Family Medical Leave law, pursuant to RCW 50A.04. Premium share for the Employer and Employees will be in compliance with this state law. The Employer will withhold up to 63.33% of the total premium cost for an employee and the Employer will pay the other 36.67% of the total premium.

**Voluntary Employees' Beneficiary Association (VEBA).** The Employer will establish a Health Reimbursement Arrangement account, Voluntary Employees' Beneficiary Association (VEBA) plan, under Section 501 (c)(9) of the Internal Revenue Code for each employee who is eligible for one of the Employer's health insurance plans as described in Article 18. LPSMA will receive HRA VEBA monthly contributions in alignment with the monthly benefit provided to the non-represented City employees.

Association members who will reach age 52+ within the following 12 months, as a group, may vote to direct 0%, 25%, 50%, or 100% of their retirement sick leave cash out and vacation leave cash out into their VEBA account. Other forms of separation, including termination, resignation, layoff and/or death are not eligible. The amount of the VEBA contributions upon retirement may be adjusted by a majority vote of eligible Association members, no more than once per year and with appropriate notice to the Employer. The vote must be communicated by the Association to Human Resources by October 1<sup>st</sup>, which will determine the contribution rules for retirements effective the following calendar year.

## **ARTICLE 19- INSURANCE**

The City shall provide liability insurance for all employees in the bargaining unit. In addition, the City shall pay on behalf of any employee in the bargaining unit any sums, including reasonable legal expenses, which the employee shall be legally obligated to pay as a result of reasonable and lawful activities and exercise of authority within the course and scope for assigned duties and responsibilities as command staff, and which are necessary in order for such employee to be represented. The City agrees to bear the costs of the defense

of any criminal charges that may be brought against an employee as a result of reasonable and lawful activities and exercise of authority within the course and scope of assigned duties and responsibilities as a member of the police department command staff.

## **ARTICLE 20 - GRIEVANCE PROCEDURE**

20.1. The purpose of this section is to provide for an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level of the grievance process.

20.2. A “grievance” means a claim or dispute by an employee, the Association, or the City with respect to the interpretation or application of the provisions of this Agreement. If the City files a grievance with the Association, the parties shall attempt to resolve the dispute within twelve (12) working days. If the parties cannot reach agreement within that time, the City may submit the issue to mediation as provided for in step 4 below. An employee must file a grievance as provided for in steps 1-4 below.

**Timelines.** The timelines set forth in this agreement shall be strictly adhered to but may be waived by mutual agreement in writing. They also set forth maximum timeframes or forfeitures. The parties may submit and/or respond sooner in the interests of providing a timely resolution to the grievance. Additionally, the parties may mutually agree to an extension of the timelines for a bona fide reason; such as the absence of a respondent due to vacation or illness. Failure to respond to a grievance within the timelines below at Step 2 shall automatically advance the grievance to the next step in the process. If the City fails to comply with the time limits at Step 3, which is submission to the City Manager, the matter will be settled in favor of the Association's last requested remedy. If the aggrieved or Association fails to comply with any of the above time limits, the grievance is dropped and the City's position sustained.

**Step 1:** An employee (with or without their Association representative), or the Association, must present a grievance within 15 days (calendar days) of its alleged occurrence, or when the employee or the Association first knew (or should have known) of its occurrence to the employee's supervisor, provided, that in no event shall a grievance be submitted after thirty (30) working days of the alleged occurrence. Employees are responsible for informing the Association of any actions which affect them and may give rise to a potential grievance. The employee's supervisor shall attempt to resolve it within 15 calendar days after it is presented. All grievances shall be submitted in writing. The statement of the alleged grievance shall include the following:

1. A statement by the affected employee(s) or the Association of the alleged grievance and the facts upon which it is based.
2. The specific remedial action requested.
3. The specific provision(s) of this agreement which are alleged to have been violated or misinterpreted.

**Step 2:** If the employee or Association is not satisfied with the resolution provided by the immediate supervisor, the grievance may be presented to the Chief of Police in writing. The statement must be presented within 15 calendar days of the date of response from the supervisor. The Chief shall attempt to resolve it within 15 calendar days after it has been presented.

**Step 3:** If the employee or Association is not satisfied with the resolution provided by the Chief, the grievance shall be submitted to the City Manager, in writing, together with all other pertinent materials, by the employee or an Association representative within 15 calendar days of the date of response from the Chief of Police. The City Manager shall respond to the grievance within 15 calendar days after it has been presented.

**Step 4:** If the grievance is not resolved, the City and the Association may refer the matter to mediation or arbitration within 15 calendar days of the City Manager's decision. If mediation is agreed upon, the mediator will be selected by mutual agreement of the parties. If the mediator declares the parties to be at impasse, the grievance may be referred to Step 5, the arbitration process, within 15 calendar days of the mediator's declaration of impasse. If the parties mutually agree to bypass mediation, the grievance must be moved to arbitration within 15 calendar days of the City Manager's decision or it will be deemed forfeit.

**Step 5:** The parties shall attempt to select a neutral arbitrator. If the parties cannot agree on an arbitrator within five (5) working days following submission of the matter to arbitration, they shall jointly request the American Arbitration Association (AAA) or the Public Employee Relations Commission (PERC) to provide a panel of seven (7) or more arbitrators from which the parties may select one. If the parties cannot agree whether AAA or PERC shall provide the list, a coin toss shall determine the selection.

The representative of the City and the Association shall alternately eliminate the name of one (1) person on the list until only one name remains. The person whose name was not eliminated shall be the Arbitrator.

It shall be the function of the Arbitrator to hold a hearing at which the parties may submit their cases concerning the grievance. The hearing shall be private and shall include only such parties of the interest in the grievance, and designated representatives of the Association. The Arbitrator shall render their decision based on the interpretation and application of the provisions of the Agreement within thirty (30) calendar 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 City which is beyond its jurisdiction. Each party hereto will pay their own expenses. The expenses of the Arbitrator will be paid by the "losing" party to the award. If the parties cannot agree as to who is the "losing" party, the Arbitrator's choice shall be determinative.

If either party desires a record of the proceedings, it shall solely bear the cost of such record. Nothing herein shall preclude the parties from mutually agreeing to the



participation of the partial arbitrators, or from agreeing to an alternate source for a list of arbitrators.

Neither the arbitrator nor any other person or persons involved in the grievance procedures shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.

At any time parties may agree to skip steps 1 – 5 and proceed straight to mediation.

- 20.5. **Election of Remedies.** If an Employee pursues a discipline appeal to a civil Service hearing, their action constitutes an election of remedies, and by doing so, they agree they have waived the right to arbitrate the matter under this contract.

## **ARTICLE 21- COMMUNICATION PROCEDURE**

- 21.1. This Article creates a communication procedure for the purpose of dealing with matters of general concern to employees of the bargaining unit as opposed to grievances or other actions. The utilization of this procedure is intended to attempt first to resolve concerns at the lowest or informal process possible. Either the Association or the City may initiate discussion on subjects of a general nature affecting the employees of the bargaining unit. The coordinators of the communications procedure will be the President of the Association and the Chief of Police or their designees. A meeting of representatives of the City and the Association may be requested by either of the coordinators and they shall schedule such a meeting at a mutually agreeable time and place. A proposed agenda shall be prepared jointly by the coordinators and distributed prior to each meeting. If mutually agreed, minutes shall be kept of the meetings and a copy submitted to each of the coordinators. Utilization of this procedure shall not waive contractual or other rights available to either party if needed.

## **ARTICLE 22– BILL OF RIGHTS**

- 22.1. The employees covered by this Agreement do not waive nor will they be deprived of any of their Constitutional or Civil Rights guaranteed by the federal and state Constitutions and laws afforded any citizen of the United States. The City shall not discipline or discharge any employee, unless just cause for such discipline exists. It is understood that the Chief of Police, at their discretion, may elect to substitute a formal suspension with a formal written reprimand when appropriate.
- 22.2. When an Employee is asked for a statement involving any type of alleged violation of Department rules, regulations, or laws:
- 22.2.1. The employee shall be advised in writing of the nature of the investigation and whether the employee is a witness or the focus of the investigation.
- 22.2.2 If the employee is the focus of the investigation, forty-eight (48) hours prior to any questioning, the employee shall be furnished with a copy of the complaint and be advised of the name of the complainant and will also be

provided with the informational material necessary to apprise them of the allegations of such complaint. This informational material shall include: a copy of the investigation form, what reportedly took place, when it happened and where it happened. Witness statements will not be furnished prior to the interview. However, as provided for above, the forty-eight (48) hour notice shall not apply to a superior questioning an employee concerning minor violations which would not result in written discipline. Employees may waive the forty-eight (48) hour requirement in writing. If the complainant filled out the investigation form or submitted a written statement, these will be provided.

- 22.2.3 All interviews shall be limited in scope to activities, circumstances, events, conduct, or actions which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the employee about information which is developed during the course of the interview. The questioning (which shall not violate the employee's Constitutional or Civil Rights) shall take place at an agreeable place. With the employee's written permission, a complete copy of the City's official investigatory file will be provided to the employee and/or Association President, or appointed designee prior to any pre-disciplinary hearing (Loudermill).
- 22.2.4. The employee who is the focus of the investigation shall be afforded an opportunity and facilities to contact and consult privately with a person of their own choosing and/or an attorney. The representative and/or attorney may be present during all questioning.
- 22.2.5. Any questioning/interrogation of an employee shall be at a reasonable hour, taking into consideration the nature of the complaint and the mental state of mind of the employee. If practicable, questioning will be conducted while the employee is on duty, unless exigent circumstances dictate otherwise.
- 22.2.6. Definition: "Actor Employee" is defined as the employee(s) whose conduct was actually or conceivably a factor in the injury or fatality.

In the case of an Officer involved shooting or other serious use of force situation, the actor employee shall not be required to make a an official police report regarding the facts and circumstances of the incident for at least forty-eight (48) hours after the incident. However, immediately following the incident, the employee shall verbally report to a superior a brief summary of the incident, including any information necessary to secure evidence, identify witnesses, or apprehend suspects. The affected employee may choose to waive the forty-eight (48) hour requirement.

The Department will not otherwise question the actor employee regarding the incident but will inform the actor employee that they have the right to be allowed immediate access to any of the following individuals: their spouse/domestic partner, Association attorney or Association attorney's

agents, their personal attorney, psychologist, psychotherapist, minister, department chaplain, or peer support counselors. The City shall appoint and train peer support counselors to be selected by mutual agreement between the City and the Association. Investigations related to shootings or other use of force involving death will be investigated by the County-wide task force. (Also refer to 23.2.14)

- 22.2.7. The questioning shall be conducted in a reasonable and professional manner considering the personal necessities of the employee, such as meals, telephone calls, and rest periods.
- 22.2.8. The employee shall not be subject to any offensive language, harassment, intimidation, nor shall the employee be threatened with dismissal, transfer, or other disciplinary action as a guise to attempt to obtain a resignation, nor shall the employee be intimidated in any other manner. No promise of rewards shall be made as an inducement to answer questions. The employee or City may record the investigative interview. There can be no “off the record” questions. If the Employer makes a recording and upon request, the employee under investigation shall be provided an exact copy of any written statement the employee has signed or the transcript of the interview. If the means or format to record or provide copies results in extra costs, the requesting party shall pay the additional expense.
- 22.2.9. It shall be unlawful for any person, firm, corporation of the state of Washington, its political subdivisions, or municipal corporations to require any employee covered by this Agreement to take or be subjected to any lie detector, polygraph, or similar tests as a condition of continued employment.
- 22.2.10. No employee covered by this Agreement will be subjected to any form of harassment or disciplinary action for exercising their Constitutional and/or Civil Rights under this Article. The employee will be required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which they are entitled under the laws of the State of Washington or the United States. Prior to any questioning the employee will be notified in writing in accordance with Lacey Police Department Policy.
- 22.2.11. If such interrogation, session, hearing, and/or board is taped as a course of policy, the Employee will be provided with a copy of the official transcript, if requested.
- 22.2.12. Investigations will be concluded within a reasonable amount of time depending on the circumstances of the specific case. Within a reasonable period after conclusion of the investigation and no later than three (3) business days prior to the pre-disciplinary hearing (Loudermill), the employee shall be advised of the results of the investigation and the recommended disposition (which may be a range of possible dispositions) and shall be provided a copy of the complete investigatory file.

22.2.13. The following procedure will be employed when a request is made to re-open an investigation concerning an employee that was previously closed.

23.2.13.1. When an internal investigation has been completed, reviewed by command staff, and a disposition determined, that investigation is closed. In the event a new witness or material information is discovered after an internal investigation is closed, the Chief will assign the Deputy Chief of Police to conduct an investigative review of the new information to determine the specific content. A written report will then be provided to the Chief of Police which details the specifics of the new information and whether or not its content could change the disposition of the closed investigation.

23.2.13.2. If the Chief believes the information is pertinent to the investigation, and if the disposition could change, the Chief will meet with the affected employee to notify them the investigation is re-opened.

23.2.13.3. If the Chief believes that the new information would not change the disposition, the Chief will meet with the affected employee to notify them of the Deputy Chief's review and that the investigation will not be re-opened.

23.2.13.4. In either case, the Deputy Chief's written review will be added to the internal investigation file to document their findings.

22.2.14. Use of force investigations involving death or serious bodily injury will be investigated pursuant to state law. If that is not possible (such as an incident occurring in another county), a Lacey PD Investigator(s) will be assigned to review the on-going investigation, when permitted.

Unless otherwise prohibited, actor employees involved in this type of use of force will not be required to make any statement for at least forty-eight (48) hours after the incident. However, immediately following the incident, the actor employee shall provide to the on-scene supervisor a brief summary of the incident including information that is essential to protecting the public in accordance with Lacey Police Department Policy.

It is an option for the actor employee to waive the forty-eight (48) hour time period and provide a statement to investigators. Involved employees may provide additional information at any time during the investigation. The overall intent is to ensure investigators have the most accurate information from the involved employee.

Any actor employee who provides a voluntary, compelled, or mirandized statement for the criminal investigation, will generally not be mandated to give testimony to future review boards if the statement answers questions the board may have. Testimony, if required by a future board, will be limited to

clarifying issues pertinent to the investigation. The request for clarification may be in writing or in person.

- 22.3. **Personnel Files.** The City Human Resources Department will retain the permanent personnel and medical records file. Requests for review of personnel files shall be made at reasonable intervals only. The Police Department shall maintain only one working file which is typically comprised of documents related to Civil Service and Internal Investigations for each employee. Information related to background checks and/or psychological exams shall be maintained in separate files. The employer shall maintain no private personnel files related to employment, work performance, or discipline not subject to inspection.

**Supervisory Notes.** This does not preclude a supervisor from maintaining notes regarding an employee's performance for purposes of formulating evaluation and performance appraisal or the department from maintaining separate computerized records relating to training, promotion, assignment, or similar data.

**Personnel Records Retention.** By law under RCW 43.101.135, personnel records for any peace officer must be retained for the duration of the officer's employment and a minimum of ten (10) years thereafter. Such records include all misconduct and equal employment opportunity complaints, progressive discipline imposed including written reprimands, supervisor coaching, suspensions, involuntary transfers, other disciplinary appeals and litigation records, and any other records needed to comply with the requirements set forth under the RCW.

Unless required by State law or CJTC disciplinary process, records older than five (5) years that are retained in an employee's department file may not be admissible in any proceedings involving the Employer and Guild concerning disciplinary action unless such records indicate a pattern of similar types of behavior, complaints, and/or discipline. If an employee has a pattern of similar types of behavior, complaints, and/or discipline, the records may be available to be used against the employee for an additional two (2) year period. The parties retain the right to introduce evidence regarding prior discipline of other employees for the purpose of establishing the consistency or non-consistency of discipline imposed in a matter or incident subject to disciplinary appeal.

Employees may include a rebuttal statement to be included with any disciplinary or evaluation documents placed in their personnel files.

- 22.4 **Searches.** A Department locker and cubby space is for department issued equipment and the officer's personal belongings. These spaces are assigned to employees of the bargaining unit. The City or any other person shall search such locker and cubby space only with the permission of the employee, unless they have reasonable suspicion. No locker or cubby space search shall be conducted unless in the presence of another employee of the Association, except cubby spaces may be opened without the employee's permission to obtain needed equipment and/or information about the equipment when in the presence of another employee of the Association. Other departmental work areas or spaces, or department vehicles

assigned to employees are not considered personal spaces and may be searched at any time.

22.5. **Off Duty Conduct.** Rules of Conduct which unreasonably attempt to rule or control an employee's private life while off duty are in violation of Constitutional and Civil Rights and not in the best interest of the Department or the employee.

22.6. **Medical or Psychological Examination:**

22.6.1. The Employer retains the right to require employees to submit to medical or psychological examinations where there exists "Reasonable Suspicion" to believe an employee is unfit for duty.

22.6.2. To protect the employee's right to privacy, the medical release form agreed upon by the City and the LPSMA shall be signed by the employee prior to the evaluation (see attached Appendix titled Medical Release Form).

22.6.3. At the request of the examining professional, the employee shall provide relevant medical history which shall be released directly to the examining professional. The City shall pay any expense associated with providing this information.

22.6.4. The examining professional shall issue a written report to the City pursuant to the requirements set forth in the Americans with Disabilities Act (ADA) and the medical release form. The report shall indicate 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. If the employee disagrees with the outcome of the physician's findings, he or she shall have the right to request the examining professional to clarify the results of the evaluation (in person or in writing).

If the employee still believes that the conclusions of the examining professional are in error, they may obtain an additional examination at their own expense and the Employer's examining professional will provide the report to the employee's examining professional. The City will authorize the Employer's examining professional to answer appropriate questions by the examining professional obtained by the employee.

The City retains the right to request additional medical examinations.

22.6.5. Should an employee grieve a disciplinary or discharge action taken as a result of an examination, the Employer shall allow the release of the employee's current examination upon which the City is relying on for the action, and any past examinations or supporting documents the City has in accordance with federal and state law.

## ARTICLE 23- ENTIRE AGREEMENT

- 23.1. 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.
- 23.2 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 this exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in 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 matters covered by this Agreement, provided, however, if any issue is mutually agreed upon, the parties to this Agreement may amend any article or section herein. This paragraph does not waive the right to bargain over any subject or matter not referred to, or covered by this agreement which is a mandatory subject of bargaining, and which the City is considering changing during the term of this Agreement.

## ARTICLE 24- SAVINGS CLAUSE

- 24.1. If any provisions of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be held invalid and will remain in full force and effect.

## ARTICLE 25- DURATION OF THIS AGREEMENT

This Agreement shall become effective upon signatures of all parties. This agreement shall remain in effect through December 31, 2026. Points of interest not covered by the Agreement may be negotiated at any time during the period of this contract upon mutual agreement of both parties involved. In the event negotiations for a new agreement have not been completed by January 1, 2027, the provisions contained in this Agreement may remain in effect by mutual agreement until the conclusion of the negotiations for a new agreement, or as provided by law.

Signed this 13<sup>th</sup> day of December 2023.

**Lacey Police Senior Mgt. Assn.**

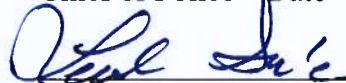
  
LPSMA President - Date 12/13/2023

  
LPSMA Vice President - Date 12-13-2023

**City of Lacey**

  
Rick Walk, City Manager - Date

 - DEPUTY CHIEF 12/13/23  
Chief of Police - Date

  
Human Resource Director - Date

## APPENDIX A

### LPSMA 1/1/2024-12/31/2027 SALARY SCHEDULE

For the period 1/1/24 – 12/31/27 and for, the following total compensation package shall apply:

The below salary schedule will become effective on :

LIEUTENANT STEP	BASE WAGE
Lieutenant (after 12 month probation passed)	\$13,487.23
Lieutenant (first 12 months of hire)	\$13,158.27

COMMANDER STEP	BASE WAGE
Commander (*REMOVE as of 12/31/2025)	\$13,824.41

\*Commander Pay incorporates 1% for accreditation, and leadership requirements as assigned by the Police Chief or designee. Commander Pay will be removed from the contract effective 12/31/2025 with the retirement/abolishing of the Commander positions from the Lacey Police Department structure.

#### Education and Longevity

Education Pay	%	Longevity Pay	%
AA Degree	3.0	11-15	4
BA Degree	5.5	16-20	6
		21- 22	8
		23-25	9
		26+	11

**Accreditation Pay:** The purpose of this law enforcement accreditation is to professionalize the law enforcement industry by providing a review process for agencies to be certified as operating under industry best practices and standards. It is understood that Commanders and Lieutenants contribute towards the departments success in achieving accreditation certification by ensuring that all commissioned staff are upholding department policies and procedures which outline best practices for law enforcement. For Lieutenants an accreditation premium of 1% (one percent) will be added to the base monthly salary and shall be paid monthly for the duration of the contract. If at any time accreditation is not maintained, the premium will stop the next pay period. Commanders are not eligible for the 1% accreditation premium as it is built into their set monthly wage.

**Longevity Pay:** An employee shall be deemed to have met the service criteria requirement upon reaching the beginning of the applicable year of service. Service time shall be City of Lacey and Lacey Police Senior Management Association Agreement  
Effective January 1, 2024



calculated as total service time with the City as a LEOFF employee in the Lacey Police Department. Upon ratification of this agreement, previous service time as a LEOFF employee within a comparable law enforcement agency will be credited for full-time to a maximum credit of up to five (5) years. The final decision of total qualifying service time for previous experience as a law enforcement officer shall be determined by the Chief of Police. This credit for service time shall only be applied for the purposes of calculating longevity and will not be used for any other purpose in this Agreement.

## APPENDIX B

### MEDICAL RELEASE

I, \_\_\_\_\_ hereby release Dr. \_\_\_\_\_ to provide the following medical information to my employer, the City of Lacey. In accordance with sections 102(c) (4), 102(c) (3) (B) and 102(c) (3) (C) of the Americans with Disabilities Act (ADA), the above-named physician is required to maintain all medical records in LPSMA with the examination of me on separate forms and in separate medical files and must treat those records as a confidential record with the following exceptions:

The above-named physician may advise my employer regarding:

- Psychological, medical, or physical fitness to perform all the essential functions of my current job classification;
- If unable to perform all those functions, the duties that I am able to perform and which duties I am unable to perform;
- If unable to work at this time, when I can reasonably be expected to return to work at my regular duties;
- Any necessary accommodations which may be required to allow me to perform the essential functions of my current job classifications; and
- Any recommendation for psychotherapy, physical therapy or other form of therapy, counseling and/or medical treatment.

This release is intended to grant no further access to my confidential medical records than the Americans with Disabilities Act (ADA) allows, and the examining physician is instructed accordingly.

\_\_\_\_\_  
PATIENT

\_\_\_\_\_  
DATE