



**AGREEMENT  
BETWEEN  
CITY OF LACEY  
AND  
LACEY POLICE OFFICERS' GUILD**

**January 1, 2020 – December 31, 2021**

**PREAMBLE**

The provisions contained herein constitute an Agreement between the City of Lacey and the Lacey Police Officers' Guild governing wages, hours, and working conditions for members of the Lacey Police Department. Unless otherwise expressly provided herein, the provisions of this Agreement shall be effective January 1, 2020.

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## **ARTICLE 1 – PURPOSE**

- 1.1. The purpose of the Employer and Guild in entering into this Agreement is to set forth their complete agreement with regard to wages, hours, and working conditions for the employees in the bargaining unit so as to promote the efficiency of law enforcement, public safety, the morale and security of employees covered by this Agreement, and harmonious relations; giving recognition to the rights and responsibilities of the Employer, the Guild, and the employees. No Employee shall be deprived of any rights or freedoms afforded any ordinary citizen by the U.S. Constitution or by the laws of this state.

## **ARTICLE 2 - RECOGNITION**

- 2.1. The Employer recognizes the Guild as the exclusive bargaining representative on matters concerning wages, hours, and working conditions for the employees in the bargaining unit: All full-time commissioned officers of the Lacey Police Department and recruits in training, excluding Supervisors.
- 2.2. All employees covered by this agreement shall become members of the Guild upon graduation from the Basic Law Enforcement Academy or Equivalency Academy. All such employees shall remain members of the Guild in good standing as a condition of continued employment.
- 2.3. Upon proper written authorization from an employee, the employer agrees to deduct from the wages of that employee, a sum certified as Guild dues once each month and forward the sum to the Guild.
- 2.4. Within thirty (30) days of hire or transfer into the bargaining unit, each employee shall be allowed to attend a one-hour orientation session with a designated Guild representative. The purpose of the orientation is for the Guild to provide information related to coverage under this collective bargaining agreement (CBA) between the City of Lacey and the Lacey Police Officers' Guild (LPOG) and enrollment in Guild membership. The Employer and the Guild agree that employees covered under this Agreement hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment, make an election whether or not to become a member of the Guild in good standing.
- 2.5. Upon the written authorization from an employee within the bargaining unit, the Employer shall deduct from the pay of such employee the monthly amount of dues as certified by the secretary of the Guild and shall transmit the same

to treasurer of the Guild. For any employee who has submitted such written authorization to the Guild, but thereafter seeks to discontinue such payment may do so effective sixty (60) days' of a written request to discontinue such withdrawal, the Employer will discontinue dues deduction (from the employee who has submitted such a request) 60 days' from the date of the receipt of a copy of the employee notification to Guild.

- 2.6. The Employer will provide a monthly written report to the Guild transmitted with transfer of deducted dues owed to the Guild ("the transferred amount"). Such report shall indicate: 1) all individuals who had dues withheld as part of the transferred amount, and the amount withheld and transmitted on behalf of that individual; 2) a list of all employees commencing employment since the preceding report.
- 2.7. The parties recognize that the Guild may impose service charges to the extent permitted by law upon non-members. Such service charges may create liens upon back wages that might otherwise be owing to such employees as a result of a grievance back pay award, and such service charge liens will be executed preceding any back-pay distribution to the employees. Should such a situation occur, any such legally allowed actions regarding non-payment of dues that may be taken will be done by the Guild. The Employer would execute any such legal award as required by and enforceable in a court of law upon receipt of such legal court document of notification to this effect. Grievance issues abandoned due to the refusal of a non-member to pay applicable service charges shall not be precedential upon the parties.
- 2.8. Hold Harmless. The Guild shall indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any dues for deduction for the Guild. The Guild shall refund to the Employer any amounts paid to it in error on account of the dues deduction provision upon presentation of proper evidence thereof.

### **ARTICLE 3 - NON DISCRIMINATION AND COMPLIANCE**

- 3.1. The Employer and Guild will cooperate to assure that no employee or applicant for employment is discriminated against by reason of membership or non-membership in the Guild. The Employer will ensure 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 station 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 make work assignments as required in a manner most advantageous to the department and public safety; the right to establish standards of performance, and conduct performance evaluations; the right to establish or reorganize jobs, job classifications and descriptions; the determination of the number of Officers and employees (including the increase or reduction 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, function, or right is a violation of the terms of this agreement. Provided, the City recognizes the Guild'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 DUTY**

- 5.1. Employees shall perform their assigned duties to the best of their ability. The Guild and Employer 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 Guild or employees of the Guild, the City may discipline or discharge any employee involved in such activity.

## ARTICLE 6 - HOURS OF WORK

- 6.1. The work week for employees not assigned to work the patrol schedule shall consist of a 4/10 40 hour work week or a 40 hour work week schedule of five days on with two days off. The employee shall be allowed to select for the calendar year one of these two schedules at the beginning of the calendar year. School Resource Officers work Monday – Friday, eight (8) hour days during the school year, and fill in where needed by the department during school vacations. Patrol employees will work five days on, four days off; five days on, four days off; five days on, five days off - ten hour forty minute (10.7 hour) days. Overlap days will occur on Fridays.

Probationary employees in the field training process may work longer than five (5) consecutive days and have shifts changed as needed for training. However, employees in the training program will not lose earned days off.

Any two employees of the same rank may request a waiver of this provision if they desire a transfer for the purpose of shift preference or for assigned days off. Requests for transfer are subject to supervisory approval, with final appeal to the Chief, and will normally be granted provided such request must not result in any additional cost to the department or be detrimental to rendering police services efficiently. Disputes regarding requests for transfer may only be grieved utilizing the grievance provisions of this contract up through step 2, with the Chief of Police, who will have final decision making authority with respect to this issue.

The maximum shift allowed for Employees to work will normally be 17.5 hours in a 24 hour period. This also applies to any off-duty employment. Exceptions may be made due to exigent or emergency situations. The shift supervisor responsible for the overtime period shall approve such exceptions. Examples of exigent situations where employees may be required to work more than 17.5 hours in a 24 hour period include, but are not limited to: necessary report completion, major criminal investigations, and court appearances.

**Standard Time.** During the fall time change, patrol employees working a 10.7 hour shift will earn one (1) hour of overtime pay or compensatory time.

**Daylight Savings.** During the spring daylight savings time change, patrol employees who work a 10.7 hour shift will have the choice of either starting one hour early or using the appropriate leave.

**Time Sheets.** Monthly time sheets will be completed rounding to the nearest quarter hour for leave taken.

## 6.2. FLSA Established Work Period

- 6.2.1. **Patrol.** For the purposes of calculating benefits and/or wages owed under the FLSA, FLSA guidelines and requirements shall apply and the City adopts a 28 day work period under the FLSA 7(k) exemption for employees assigned to the patrol schedule.
- 6.2.2. **Non-Patrol Work Period.** The workweek for all other employees covered by this agreement shall be either five (5) consecutive days of eight (8) consecutive hours with two (2) days off or four (4) consecutive days of ten (10) consecutive hours with three (3) days off in a seven day workweek. Under the 7k exemption, the regularly scheduled workweek for employees on eight (8) or ten (10) hour shifts shall be one hundred seventy one (171) hours in each (28) twenty eight days. Detectives and Community Resource Officers shall have the choice of working a 5 day eight (8) hour schedule or a 4 day ten hour (10) work schedule.
- 6.2.3. Members will declare their shift and days off prior to the beginning of each year based on seniority (date of hire as LPD Officer). Specialty positions schedule and days off will be based upon overall department seniority (date of hire as LPD Officer).

The Union and Employer may work out any other arrangement that is mutually agreeable and is not detrimental to rendering police services efficiently.

- 6.3. The Chief of Police retains the right to reassign employees to other squads, teams, shifts, or alter the time of such shifts or starting time when circumstances arise which would require such change due to an operating need in the interest of public safety or an emergency. Squads and shifts will be filled based on operational needs determined by the Chief of Police.

## 6.4. SCHEDULING AND STAFFING

### Definitions:

1. "Team" Generally consists of three Sergeants, Corporals, and Officers reporting to those three Sergeants.
2. "Squad" Generally consists of One Sergeant, one Corporal, and Officers reporting to that Sergeant.
3. "Shift" One work period (1<sup>st</sup> Watch - Day, 2<sup>nd</sup> Watch - Swing, or 3<sup>rd</sup> Watch -Graveyard) comprised of ten hours and forty minutes.
4. "Short Term" Any time frame less than 10 consecutive scheduled work days.

5. "Long Term" Any time frame more than 10 consecutive scheduled work days.
6. "LPMA" Lacey Police Management Association.
7. "LPOG" Lacey Police Officers' Guild.
8. "Short Shift" Any shift that falls below the set minimum.

6.4.1. **Minimum Patrol Staffing.** Minimum staffing shall be one (1) Sergeant or Corporal per squad and three (3) Officers. Corporals not filling in for a Sergeant will be assigned to a beat and counted as officer staffing. A Corporal working in the absence of a Sergeant will not be counted towards minimum Officer staffing.

6.4.1.2 Minimum patrol staffing will change to four (4) Officers and one (1) Sergeant or Corporal per squad when squad staffing increases from five (5) to six (6) officers. Staffing increases will be based on the number of Officers per squad, not overall patrol staffing. Corporals not filling in for a Sergeant will be assigned to a beat and counted as officer staffing. A Corporal working in the absence of a Sergeant will not be counted towards minimum Officer staffing.

6.4.2. **Overlap Friday Staffing.** No minimum staffing is required for overlap personnel. Overlap Friday employees attending 10.7 hours of training may not be absorbed into the patrol minimum staffing, but the department may cancel any training and re-assign employees to other law enforcement duties.

6.4.3. Filling patrol shift shortages are contained in LPD Policy 1.7. The filling of shortages will follow the procedure outlined within policy 1.7.

6.4.4. **Schedule Changes**

6.4.4.1. If an employee is mandatorily required to change teams and the employee is going to work more than five consecutive days and/or lose his/her regular days off, the employee will have the choice to receive overtime or compensatory time for the extra hours worked after the fifth day.

6.4.4.2. If an employee voluntarily changes teams which results in the employee working more than five consecutive days, the employee and employer may mutually agree to make these days available as 7/28 trade days (trade days; 1:1 day for day ratio) within the same 28 day cycle, if possible. An employee will not lose any owed days off. If the 7/28 days are unable to be taken due to minimum staffing the 1:1 trade days can be converted to vacation and placed in the employee's vacation bank.

6.4.4.3. Shift and Vacation Bidding, Procedures, and Rules are contained in LPD Policy 1.6. Shift and Vacation Bidding, Procedures, and Rules will follow the procedure outlined within policy 1.6.

Effective January 1, 2020, the position of Corporal will be added to the bargaining unit and will replace the former relief shift supervisor position (including all contract language associated with the relief shift supervisor position including premium pay) following the promotion of the first six (6) Corporal positions in LPOG. Until such time, the former relief shift supervisor position language and premiums from the 2018-2019 collective bargaining agreement will be applicable.

## 6.5. Training

### 6.5.1. Definitions:

**Mandatory Training:** Training in which the Department requires the employee to attend, due to a business necessity (does not include in-service mandatory training days).

**Elective Training:** Any career-related training that could enhance the employee's job performance.

6.5.2. **Mandatory Training:** Employees assigned to mandatory training on off days may be compensated at the overtime rate or may request compensatory time.

Mandatory training on scheduled work days may require the employee to flex their hours to attend. This flexing of shift hours for mandatory training on scheduled work days will occur without additional compensation.

Upon approval of mandatory training, Officers on a graveyard shift will be given the night off prior to a training day.

**Elective Training:** Any career-related training that could enhance the employee's job performance.

Employees assigned to mandatory training on off days may be compensated at the overtime rate or may request compensatory time.

Mandatory training on scheduled work days may require the employee to flex their hours to attend. This flexing of shift hours for mandatory training on scheduled work days will occur without additional compensation.

Upon approval of training, Officers on a graveyard shift will be given the night off prior to a training day. In addition, the training day will constitute the officer's work day. 7/28 rules and minimum staffing levels will still apply to elective training.

Employees who wish to attend elective training may request the following: 7/28 trade time; trade days (1:1); flex time within designated work cycle; employee shift swaps; or any other arrangement that is mutually agreeable between the employee and the Department.

- 6.5.3. Any training day (including travel time and/or travel days) that consists of less than 8 hours requires the employee to work the remaining hours short of the full 10.7 hours for that day on the shift they were scheduled to work or take time off up to 10.7 hours utilizing accrued leave. Code 38 hours (time sheet code used only for trainings less than 10.7 hours but more than 8 hours) may not be used for any training or travel time less than 8 hours.

Training consisting of at least 8 hours (including travel time) will constitute the employee's full work day.

- 6.5.4. SWAT and Dive Team employees will use trade days (7/28) to attend SWAT and Dive Team training whenever possible.

- 6.6. **Four Mandatory Yearly Overlap Friday Department In-Service Training Days.** The four mandatory in-service training days will consist of a minimum of twenty-four (24) hours of training as mandated by WAC 139-05-300 (1) Effective January 1, 2006, every peace officer certified under RCW 43.101.095 or 43.101.157 will complete a minimum of twenty-four (24) hours of in-service training annually) and may be scheduled on any Friday except during the months of June, July, and August. If the minimum state mandatory training requirement changes, mandatory training days will be adjusted accordingly.

- 6.6.1. The in-service mandatory training days will be 10.7 hours.

- 6.6.2. Vacations or any approved leave for dayshift and swing shift employees will be allowed on mandatory training days if the employee can attend the opposite team's mandatory training (on the same topic) with no compensatory or overtime expense to the City.

- 6.6.3. Vacations or any approved leave for graveyard employees will be allowed on mandatory training days if the employee can attend the opposite team's mandatory training (on the same topic) with no compensatory time

or overtime expense to the City. Provided in exchange for getting the night off before training, the employee works an alternate day off within the 7/28 day work period.

## **ARTICLE 7 - OVERTIME AND CALL BACK**

- 7.1. **Overtime.** Employees covered by this agreement shall be paid one and one half (1½) times their regular rate of pay for all authorized hours of work or mandatory training in excess to the regular work shift. Upon earning overtime as outlined in this agreement, employees may choose to be compensated for the overtime in cash or equivalent compensatory time off. Such compensatory time may be accrued up to a maximum of sixty-four point two (64.2) hours. Overtime designated as compensatory time earned which would place the employee above the maximum compensatory time accrual shall be paid in cash. Compensatory time must be taken in a minimum of one (1) hour increments and will be rolled over into the next year, unless the employee requests that the compensatory time be cashed out, which can be done during any payroll cycle by submitting a request on their timesheet. Upon separation from the department, each employee shall receive cash compensation for all accrued compensatory time not used.
- 7.2. **Use of Compensatory Time.** A volunteer of equal rank must be found by the employee making the compensatory time off request. The supervisor must be notified in advance of the request and staffing change. No employee will be ordered to fill a compensatory leave shift. If no volunteer can be found, compensatory time off request will be denied. Sergeants will be offered the shift first, but if no Sergeants take the shift, an active Relief Supervisor may fill the request.
- 7.3. **Call Back.** The Employer agrees to pay a minimum of three (3) hours overtime at one and one half (1½) times the regular rate of pay to all employees called back for any assignment with the exception this does not apply when an employee is called or asked to work one (1) hour prior to a regularly scheduled shift or if they are asked back to work prior to leaving the premises from a work assignment. However, when a staff meeting or training is scheduled a minimum of five (5) days in advance on an employee's scheduled days off or for times that are more than two (2) hours before the beginning or after the end of a regularly scheduled workday, and the supervisor determines it is mandatory an employee attend, the Employer agrees to pay a minimum of two (2) hours overtime at one and one half (1 ½) times the regular rate of pay, or overtime for actual hours worked, if the meeting or training is for more than two (2) hours.

- 7.4. **Pay for Court Appearances.** In the event that an employee is required by subpoena or specifically assigned by supervisory or command personnel to appear to testify in court outside the employee's regularly scheduled work hours, the employee shall be paid at the rate of one and one half times (1½) his/her regular rate of pay for the actual time in court with a minimum pay equivalent for three (3) hours.
- 7.5 **Court Mileage Reimbursement.** In the event an employee is directed to use their personal vehicle for travel from the department to court because a City vehicle is unavailable for their use, the employer will reimburse the employee at the rate established by the Internal Revenue Service for such mileage. Reimbursements shall be paid quarterly.
- 7.6. **Pay for Internal Appearances.** Overtime will be paid when an employee is required to appear on his/her off duty time for internal investigation or before any official review board.
- 7.7. **Call in on Holiday.** If an employee is called in to work on a holiday, the employee will receive pay at the rate of two and one-half (2 ½) times the employee's regular rate of pay.

## **ARTICLE 8 - MONTHLY SALARIES**

- 8.1. **Salaries.**  
**2020:** Effective January 1, 2020, the base monthly salaries shall be adjusted by a two percent (2.0%) COLA. The parties recognize that the Officers have opted out of Social Security and that the City had previously extended a supplemental 6.2% into the wage grid. This was extended without any officer matching requirement, which enabled this contribution to count as an element of the officers' "final average salary" for state retirement purposes. Effective upon ratification of this Agreement, the City will increase the wage grid by an additional 2% to account for increased deferred compensation payments from several comparable agencies.
- 2021:**Effective January 1, 2021, the base monthly salaries shall be adjusted by half a percent (.5%) plus one hundred percent (100%) of the Consumer Price Index-Urban Wage Earners and Clerical Workers (CPI-W) for Seattle-Tacoma-Bellevue revised series (1982-84+100), with a two percent (2.0%) minimum floor and a five percent (5.0%) maximum ceiling of the CPI-W, as published by the Bureau of Labor Statistics, semi-annual average from June to June of the previous year.

All employees will sign up to receive their monthly paycheck by direct deposit.

8.2. **Educational Pay.** The following monthly educational pay will be granted to each employee, who meets the degree criteria provided below, in addition to their base monthly salary upon completing the listed number of credits and/or higher education degrees in a law enforcement related field.

AA Degree or Equivalent	3.0%
BA Degree	5.0%

It shall be the employee’s responsibility to provide supporting documentation to the City’s Human Resources Department upon completion of degree requirements. Education pay shall be effective the first of the month following the employee providing supporting documentation to the City’s Human Resources Department.

Law enforcement related fields shall include: Criminal Justice (Law Enforcement), Psychology, Sociology, Public or Business Administration, Political Science, Law, or any other field of study beneficial to the Department, and approved by the Chief of Police. All employees hired prior to January 1, 1995, shall have their credits and/or degrees considered law enforcement related. Equivalency for an AA degree is defined as 90 quarter hours or 60 semester hours.

8.3. **Longevity Pay.** Employees will receive longevity pay in the following amounts in addition to their base monthly salary:

Contiguous Years of Service as a LEOFF Member with the Lacey Police Department	% of Base Monthly Salary
11-15	4.0%
16-20	6.0%
21-25	8.0%
26+	10.0%

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 calculated as total service time with the City as a LEOFF employee in the Lacey Police Department.

8.4. **Working Out of Classification.** An employee who is assigned by supervisory or command personnel to perform the duties of a Shift Supervisor, or the duties of a higher paying classification, shall be paid at the rate of seven and one-half percent (7.5%) above the employee's base rate of pay for the time the employee is assigned to that classification. Out of Classification pay for patrol assignments

begins after the employee has filled the higher position for a minimum of ten (10) consecutive calendar weeks. After the ten (10) week threshold has been attained, the employee will receive back pay for the first ten (10) consecutive weeks worked out of classification.

8.5. **Special Assignment Pay.** Employees assigned to a specialty assignment will receive additional pay each month in addition to their base monthly salary as listed below. The additional pay is to include, but not limited to, availability for flexible scheduling. A maximum of two specialty pays may be earned at any one time; FTO positions do not count for this provision.

Specialty	Percent Added To Base Monthly Salary
Detective	4%
Community Resource Officer	3%
Dive Team	3%
DRE	3%
School Resource Officer	3%
SWAT	3%
Traffic Officer	3%
Defensive Tactics Instructors	1%
Bilingual Pay	3%

Employees shall receive a bilingual pay allowance of 3% added to their base pay when language skills have been confirmed by an agreed upon language specialist or such other method as the City shall reasonably determine. Bilingual pay for Officers having conversational proficiency in Spanish, Asian, Pacific Islander, Russian, and Sign languages can qualify for this incentive. Recertification of language skills must be made every three (3) years within three (3) months following the anniversary date of the certification. Those failing to recertify will lose the premium the first pay period following the three (3) month certification time period.

A maximum of two specialty pays may be earned at any one time; FTO positions may not have more than one collateral assignment.

Corporals will not be eligible for a paid collateral assignment.

**Designated Certified Field Training Officers (FTO)** will receive, in addition to their base monthly salary, two percent (2%) of the top patrol step each calendar month for the one (1) year period in which they are assigned to this position. Officers

assigned to this position will be assigned for a one (1) year period, with re-evaluation of FTO status and any re-assignment to the position thereafter as determined by the Police Chief.

Probationary Officers may be asked or required to ride or shadow with non-probationary Officers to familiarize themselves with department functions; this requirement shall not exceed 10 working days.

Qualifying special assignment positions added subsequent to the signing of this contract may be added subject to mutual agreement of the parties. Positions listed in this section are not permanent positions and could be eliminated, increased or decreased at the department's direction.

- 8.6. **Canine Special Assignment Pay.** Employees assigned as Canine Officer will be paid, in addition to their regular salary, six percent (6%) of the top step of the base monthly salary range for their position. This pay is in recognition of additional responsibilities off the job associated with transportation, feeding, grooming, care, and training of their assigned canine dog. This pay includes overtime payment at a reasonable amount of hours for afterhours dog care duties which averages three and a half (3.5) hours per week. If extenuating or unusual circumstances increase this amount of time, and if approved by the Chief, pay at one and a half (1 ½) times the employee's regular rate of pay shall be provided for the hours worked above the three and a half (3.5) additional hours per week.
- 8.7. **Assignment to Washington State Criminal Justice Training Center.** In recognition of the additional duties and transportation costs, the Employer agrees to provide an additional ten percent (10%) of the top step of the salary range for their position per month to any employee assigned to the Washington State Criminal Justice Training Center (WSCJTC).
- 8.8 **Compensation for Paid Details.** Officers working paid details will be compensated with pay only. No compensatory time is allowed.

## **ARTICLE 9 - CLOTHING AND EQUIPMENT**

- 9.1. **Patrol Uniform Types:**
- Class "A" uniforms – two piece uniform (shirt & pants)
  - Jumpsuit – one piece uniform
- 9.1.2. 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.

9.1.3. 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.

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

9.2. **Clothing Allowance.** The Employer agrees to provide \$650 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.

9.3. **Cleaning**

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

- Authorized patrol uniforms, twice per workweek, unless approved by a supervisor.
- Employees in specialty assignments who receive the yearly clothing allowance.

9.3.2. The Employer will NOT provide cleaning for:

- Civilian clothing worn by employees who are not in a specialty assignment and/or do not receive the yearly clothing allowance.
- Non-patrol uniform items and/or suits.

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

## **ARTICLE 10 - GUILD ACTIVITIES**

10.1. Employees are not permitted to engage in Guild 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 Guild 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, LPOG and the City agree to discuss and agree on alternate options for the

start time of LPOG 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.

- 10.2. Not more than three (3) members of the Guild'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 members so attending. The parties agree to schedule negotiation sessions at a time which attempts to minimize the disruption to members. 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 LPOG and the City. No employee of the LPOG negotiation team shall be paid overtime or provided vacation time for time spent in negotiations.
- 10.3. Designated members of the Guild shall be granted release time for all meetings between the City and the Guild, when such meetings take place at a time during which such members are scheduled to be on duty. The City shall allow a Guild 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.
- 10.4. For the purposes of improving communications, and collaborative problem-solving, the Employer and the Guild may meet from time to time in a labor-management forum. The City agrees to authorize release time for the Guild President and up to three (3) Guild representatives to attend such meetings, when such meetings take place at a time during which such members are scheduled to be on duty. No employee of the LPOG labor-management team shall be paid overtime or receive vacation time for time spent in such meetings. When members are attending labor-management meetings, they are included in the shift minimum staffing count.
- 10.5. 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 11 - HOLIDAY LEAVE**

- 11.1. The following are the designated holidays:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
President's' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Day after 4th Thursday in November
Christmas Day	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 (midnight to midnight, 0000 to 2359).

- 11.2. **Floating Holiday.** All full-time employees shall be entitled to one paid holiday 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 year. 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. A Floating Holiday for employees assigned the patrol schedule is equal 10.7 hours. For employees not on the patrol schedule, a floating holiday is equal to the hours of their assigned workday based on their workweek schedule, i.e. 5/8's or 4/10's.
- 11.3. Employees assigned to Patrol who are scheduled to work on a holiday shall, in addition to regular pay for the hours worked on the holiday, receive either: (1) one and one-half (1½) hours off for each hour worked on the holiday in lieu of the paid holiday which shall be added to their alternate holiday bank ; or, (2) one and one-half (1½) times their regular hourly rate of pay for each hour worked on the holiday in lieu of the holiday (this must be requested within the same pay period the holiday occurs). Unused hours in the alternate holiday bank will be cashed out and received with the October paycheck.
- 11.4. Employees assigned to Patrol who are not scheduled to work on a holiday shall receive either: (1) one hour off for each hour they are not scheduled to work on the holiday which shall be added to their alternative holiday bank, or (2) pay at a straight time rate in lieu of the holiday for each hour they are not scheduled to work on the holiday (this must be requested within the same pay period the holiday occurs).

**11.5. Holidays for 4/10 Alternate Workweek Schedule**

11.5.1. If the paid holiday falls on an employee's 10 hour day, the employee will take the holiday off.

11.5.2. If the paid holiday falls on an employee's regularly scheduled day off, the employee may take an equivalent day off within the calendar year of the holiday. This day off cannot be rolled over into the next year. If the employee does not take the day off within the calendar year of the holiday, it will be forfeited.

11.6. Employees assigned to non-patrol assignments shall be permitted to have the holidays off unless a supervisor directs them to work their regularly scheduled shift; or, the employee may work their regularly scheduled shift on the holiday with thirty days (30) advanced written notice of their intent to work the holiday. These employees who are directed to work on the holiday shall receive holiday pay at a rate of one and one-half (1.5) times the employee's regular rate of pay for all hours worked during the employee's holiday, and will be added to the pay that the employee would normally receive for the hours worked on that day. These employees who voluntarily submitted the 30-day advanced written notice of their intent to work on the holiday shall receive holiday pay at a rate of straight-time for all of the hours worked during the employee's holiday. Or, with supervisory approval, these employees who voluntarily work a holiday may receive one other day off in lieu of the holiday which must be taken within the pay period the holiday occurs.

**ARTICLE 12 - VACATION**

12.1. Each full-time employee shall accrue vacation time as set forth below:

<u>Years of Service</u>	<u>Vacation Hours Accrued Per Year</u>
1	96
2-5	132
6-8	144
9-10	152
11	171
12-14	176
15	187
16-19	192
20+	213

- 12.2. Leave shall accrue monthly from the date of employment, but may not be used until after the first six (6) months of service and after completion of the training academy (except for extenuating circumstances which must be approved in advance by the Chief of Police). After an employee is eligible to take leave, time off may be allowed to the limit of the amount accrued. However, nothing shall prohibit an employee from taking leave at any time for hours accrued as a result of working any holiday, after completing the field training (FTO) program.
- 12.3. Vacations shall be scheduled by seniority (last date of hire), by division, in accordance with established departmental procedures and minimum staffing guidelines. The employer retains the right to limit or deny vacation for special and/or major events requiring extra staffing, as defined by the Chief of Police. Provided, the Guild and Employer may work out any other vacation scheduling arrangement that is mutually agreeable and is not detrimental to rendering police services efficiently.
- 12.4. An employee who ceases to be an employee of the Employer shall receive a sum of money equal to his/her former rate of pay for any accrued vacation time which has not been used.
- 12.5. 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.
- 12.6. An employee may carry a maximum 306 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 carried to the next succeeding year shall be two hundred forty (240) 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.
- 12.7. 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.

## ARTICLE 13 - SICK LEAVE

- 13.1 **Regular Full-Time, Non-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 in Section 4. Employees in regular part-time positions shall accrue sick leave benefits pro-rated in accordance with the number of hours normally worked. 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.
- 13.2 **Compliance with new Washington Paid Sick Leave (WPSL) Statute and Rules:** In order to comply with the new State statute and rules for paid sick leave, the City will track sick leave time accrued for regular full-time and part-time employees to ensure that the hours that they have accrued meet the minimum requirements under the law. Additionally, the City will track and report to employees that portion of their accrued hours each month that are attributed to the WPSL requirement. A regular full-time employee will accrue 8 hours of sick leave in a month per city policy, but under state law they are guaranteed .025 sick leave hours per 1 hour worked. For example, in a month an employee may work 176 regular hours and 4 hours of overtime. For that month, they would receive 8 hours of sick leave, but the city would also track that of those 8 hours, 4.5 (.025 x 180) would count as their state mandated sick leave, WPSL, balance. Hours attributed to WPSL have different protections than the remaining portion of Lacey Sick Leave (LSL). The same accrual and tracking model will apply to regular part-time employees who receive a prorated amount of sick leave per month.
- 13.3 **Rehire within 12 Months:** If an employee separates from the City and then is rehired or reinstated within 12 months, the employees' unused Washington Paid Sick Leave (WPSL) bank shall be reinstated.
- 13.4 **Authorized Uses:** Sick leave will be subject to the authorized uses listed in Section 13.1. Hours tracked as WPSL hours will be subject to verification rules in Section 13.2. Hours tracked as LSL hours will be subject to the verification rules in Section 13.3. When an employee uses sick leave, they must select the appropriate code to indicate which balance they are using, WPSL hours or LSL hours. If an employee fails to indicate an appropriate code, the hours will be deducted from their LSL balance first.

### **Sick Leave Use:**

**Utilization Rate.** Sick leave taken shall be charged in the actual amount of time used, but not in smaller increments than the employee normally reports their hours for payroll purposes. For example, if the employee normally reports their hours

worked on their time sheet in 15-minute increments, then they must take sick leave in not less than 15-minute increments.

**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.

**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. Guild reserves its right to address its issue through the judicial process.

- 13.5 **Authorized Sick Leave Use for Washington Paid Sick Leave (WPSL) and for Lacey Sick Leave (LSL):** 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.

**13.6 Requirement for verification for use of Washington Paid Sick Leave (WPSL):** If the employee is absent more than three consecutive days, the employee may be required to furnish a physician's verification that the use of sick leave is for an authorized purpose. If an employer requires an employee to provide verification from a health care provider identifying the need for use of paid sick leave for an authorized purpose, the employer must not require that the information provided explain the nature of the condition. If requested, the employee must provide the verification within ten (10) calendar days following the first day of leave. If the employee believes that such verification will create an unreasonable burden or expense, then the employee must provide a written statement that the leave was for an authorized purpose and how the verification requirement would cause the employee an unreasonable burden or expense. The Director of Administrative Services or their designee will review the statement and within ten (10) calendar days either accept the statement or identify and provide alternatives for the employee to mitigate the unreasonable burden or expense. At the time of a request for verification, the City shall notify an employee of his or her right, in accordance with WAC 296-128-660, to assert that the City's request will cause an unreasonable burden or expense.

**Unauthorized use of Washington Paid Sick Leave:**

If no verification is provided, the employee must designate other available leave or pay to be deducted for the unverified time. If the employee fails to designate, the employee's pay will be deducted.

- 13.7 **Verification for use of Lacey Sick Leave (LSL):** 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.
- 13.8 **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. Guild reserves its right to address its issue through the judicial process.
- 13.9 **Sick Leave Buy-Back:** To be eligible for the buy-back program, an employee must 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. The employee's beneficiary will receive this benefit at the time of the employee's death.

**ARTICLE 14 - BEREAVEMENT LEAVE**

- 14.1. 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.

- 14.2. 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 15 – MILITARY LEAVE**

- 15.1 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 16 – PENSIONS**

- 16.1. 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 17 - BENEFITS**

- 17.1. **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.

- 17.2. **Health Insurance.** The Employer's health insurance benefits will include medical, dental, and vision plans. Medical coverage may be selected from Regence High Deductible Health Plan, or Kaiser High Deductible Health Plan, or the Regence HealthFirst 250 Deductible Plan, or the Kaiser Permanente 200 Deductible Plan.

Dental coverage may be selected from either Washington Dental Service (WDS) Plan F or Willamette Dental.

The vision plan provided is Vision Services Plan (VSP) \$10 co-pay.

- 17.2.1 **Voluntary Employees' Beneficiary Association (VEBA).** The City will establish a Health Reimbursement Arrangement account, Voluntary Employees' Beneficiary Association (hereinafter VEBA) plan, under Section 501 (c) (9) of the Internal Revenue Code for each employee who is eligible for the Regence High Deductible Health Plan or the Kaiser High Deductible Health Plan as described in 17.2. The City will contribute to an employee VEBA for 2020 and 2021 the following

amounts:

- \* \$1,750 for employees only
- \* \$3,250 for employee and additional dependents

Additionally, the City will fund a notional HRA account for employees who are covered on the Regence High Deductible Health Plan or the Kaiser High Deductible Health Plan(s) only up to the following amount each year of the contract to cover out of pocket expense under the HDHP. These funds are available after an employee reached the deductible. The employee will be required to sign an affidavit that they have met their deductible in order to access the HRA funds. The HRA funds do not roll over and will revert to the City if unused.

- \* \$1,000 for employee only
- \* \$2,000 for employee and 1 dependent
- \* \$2,500 for employee and 2 dependents
- \* \$3,000 for employee and 3 or more dependents

The VEBA contributions will be made for each year of the contract on the first working day in January of each contract year, with the understanding that it may take five (5) to seven (7) working days for the VEBA fund contributions to be loaded into the employee accounts.

17.3. **Health Insurance Premiums.** During the term of this contract, the City agrees to pay 100% of the cost of the medical, dental, and vision premium for each regular full-time and regular part-time employee. The City will pay 90% of the dependent coverage, with the employee paying 10%.

17.3.1 **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 LPOG 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 LPOG employees will be allowed to elect the opt-out option until the number of participating LPOG 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.

- 17.3.2. **Health Insurance Benefits Effective Date of Coverage.** 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.
- 17.4. **Long Term Disability Coverage.** The Employer agrees to provide group disability insurance for each employee covered by LEOFF II. All LEOFF II employees must be covered by the same policy.
- 17.5. **Life Insurance.** The Employer agrees to provide each employee with life insurance in the amount of twenty five thousand dollars (\$25,000), with premiums paid in full by the Employer. Employees will be allowed to purchase additional life insurance at their own expense, through the City provided plan and with medical approval by the life insurance company, for themselves, their spouse/domestic partner, and dependents.
- 17.6. **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.
- 17.7. **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.
- 17.8 **Paid Family Medical Leave Act (PFML).** Employees are eligible for Paid Family Medical Leave (PFML) Act leave benefits as allowed under RCW 50A.04 effective January 1, 2020. The premium cost for the leave will be collected effective January 1, 2020 as follows:
- The Employer will pay for thirty-six point six seven percent (36.67%) of the premiums due
  - The Employee will pay sixty-three point three three percent (63.33%) of the remaining premiums due

## **ARTICLE 18- INSURANCE**

- 18.1. The Employer shall provide liability insurance for all sworn Officers. In addition, the Employer 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 of assigned duties and responsibility as a Lacey Police Officer, and which are necessary in order for such Officer to be represented. The

Employer 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 Lacey Police Department employee.

## **ARTICLE 19 - OFF DUTY EMPLOYMENT**

- 19.1. The Employer may authorize an employee to perform other employment during off duty hours provided such employment does not:
- (1) Interfere with the efficiency of law enforcement and public safety;
  - (2) interfere with the employee's performance of duty on his/her regular job;
  - (3) Detract from the image of the Employer; or
  - (4) Conflict with the Employer's policies; and, the results of which will not expose the City to additional costs in wages or benefits.
- 19.2. All outside employment, self-employment, and/or consulting should be declared in writing by an employee to the Chief prior to the start of work. The City of Lacey's Outside Employment/Consultant Services policy shall be followed and provides guidance to create the notification.
- 19.3. The Chief, in consultation with the City Manager, City Attorney, and Director of Public Affairs and Human Resources, shall review the nature of the outside work to ensure compliance with the City policy and this agreement. Denial by the Chief of Police must state the reason(s) for such denial in writing.

## **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 Guild or the Employer with respect to the interpretation or application of the provisions of this Agreement. If the Employer files a grievance with the Guild, the parties shall attempt to resolve the dispute within twelve working days. If the parties cannot reach agreement within that time, the Employer 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 - 5 below.

**Step 1:** An employee (with or without his/her Guild representative), or the Guild, must present a grievance within 12 working days of its alleged occurrence, or when the employee first knew (or should have known) of its occurrence, to the

employee's supervisor. The employee's supervisor shall attempt to resolve it within twelve (12) working 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 Guild 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 the Guild 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 twelve (12) working days of the date of submission to the supervisor. The Chief shall attempt to resolve it within twelve (12) working days after it has been presented.

**Step 3:** If the grievance is not resolved, it shall be submitted to the City Manager, in writing, together with all other pertinent materials, by the employee or a Guild representative within twelve (12) working days of the date of response from the Chief. The City Manager shall respond to the grievance within twelve (12) working days after it has been presented.

**Step 4:** If the grievance is not resolved, the City and the Guild may refer the matter to mediation within twelve (12) working days of the City Manager's decision. The mediator and mediation process will be selected by mutual agreement of the parties. If the matter is not resolved, either party may refer the grievance to the arbitration process as provided for in Step 5 within twelve (12) working days of the mediator's declaration of impasse.

**Step 5:** The parties shall attempt to select a neutral arbitrator. If the parties cannot agree on an arbitrator within five (5) calendar days following submission of the matter to arbitration, they shall jointly request the American Arbitration Association or the Public Employment Relations Commission 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 Employer and the Guild 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 interest in the grievance, and designated representatives of the Guild. The Arbitrator shall render his/her 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 Employer 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 on an alternate source for a list of arbitrators.

Neither the arbitrator 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.

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

- 20.3. **Definition of Working Days.** Working days, as used in this grievance procedure, are defined as Monday through Friday, excluding Saturdays, Sundays and holidays.
- 20.4. **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, he/she agrees 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 Department 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 Guild or the Employer may initiate discussion on subjects of a general nature affecting the employees of the Department. The coordinators of the communications procedure will be the President of the Guild and the Chief of Police or their designees. A meeting of representatives of the Employer and Guild 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 any contractual or other rights available to either party if needed.

## **ARTICLE 22- BILL OF RIGHTS**

22.1. The members 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 Employer shall not discipline or discharge any employee, unless just cause for such discipline exists. It is understood that the Chief, at his or her 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 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 him/her 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, 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 being placed in the employee's personnel file. Employees may waive the forty-eight (48) hour requirement in writing. If the complainant filled out the investigation form or submitted a written statement, it 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

Guild President, or appointed designee prior to any pre-disciplinary hearing (Loudermill).

- 22.2.4. The employee shall be afforded an opportunity and facilities to contact and consult privately with a person of his/her 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, Guild attorney or Guild 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 Guild. Investigations related to shootings or other use of force involving death will be investigated by the County-wide task force. (Also refer to 21.2.14.)

- 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 his/her 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 he/she is 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 9.5.
- 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.

- 22.2.13.1. 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 a Commander 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.
- 22.2.13.2. 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.
- 22.2.13.3. 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 Commander's review and that the investigation will not be re-opened.
- 22.2.13.4. In either case, the Commander'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 by the Thurston County Officer Involved Critical Incident Task Force, if possible. 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.

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 2.1.

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.** An employee shall be permitted to read any material affecting his/her employment before it is placed in a personnel file. The employee shall be allowed to rebut such statements in writing (such rebuttal will be attached to the file copy of statement) or to request a formal hearing. An employee's personnel file does not include supervisory side files, material related to an employee's medical records, pre-appointment interview forms, Internal Affairs files, or applicant background investigation documents such as, but not limited to, psychological evaluations and polygraph results. The Employer shall maintain no private personnel files related to employment, work performance, or discipline not subject to inspection. Requests for review of personnel files shall be made at reasonable intervals only. Provided, this restriction shall not prohibit supervisors from maintaining a side file for the purposes of documenting oral warnings and work performance. The employer will promptly notify an employee upon receipt of a public disclosure request, discovery request, or other like requests for information. The employer will also provide at least three (3) business days before releasing documents. This will allow the employee and the Guild time to legally object to disclosures. For this section, "discovery request" refers to Public Disclosure Requests and requests related to an employee involved in litigation.
- 22.4. **Searches.** A Department locker/storage space is assigned to an employee. The Employer or any other person shall search such locker/storage space only with the permission of the employee, unless they have reasonable suspicion. No locker/storage space search shall be conducted unless in the presence of a Guild member.
- 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 when 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 Guild 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, he/she may obtain an additional examination at his/her 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- REVIEW BOARDS**

23.1. A representative of the Guild, chosen by the Guild, shall be a member of review boards involving members of the Guild, per Department or City policy.

## **ARTICLE 24- ENTIRE AGREEMENT**

- 24.1. 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.
- 24.2. 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, the Employer and the Guild for the duration of the 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 an 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 Employer is considering changing during the term of this Agreement.

## **ARTICLE 25 - SAVINGS CLAUSE**

- 25.1. If any provision 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 26- DURATION OF THIS AGREEMENT**

This Agreement shall become effective as of January 1, 2020, and shall remain in effect through December 31, 2021. Points of interest not covered by this 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, 2022, 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.

In the event that the Lacey Police Management Association (LPMA) receives an increase in their benefits and/or number of paid leave hours (as outlined in Articles 8, 9, and 17) that exceeds the benefits and/or number of paid leave hours listed in this collective bargaining agreement, then the Lacey Police Officers' Guild (LPOG) bargaining unit shall also receive the same increase to benefits and/or additional number of paid leave hours.

Signed this \_\_\_\_\_ day of December, 2019.

**Lacey Police Officers' Guild**

**City of Lacey**

\_\_\_\_\_  
Ken Kollman, Guild President

\_\_\_\_\_  
Scott Spence, City Manager

\_\_\_\_\_  
Dave Miller, Guild Negotiations  
Team

\_\_\_\_\_  
Ken Semko, Police Chief

\_\_\_\_\_  
Mike Albers, Guild Negotiations  
Team

\_\_\_\_\_  
Mary Ann Hardie, Human Resources  
Director

\_\_\_\_\_  
Eric Lever, Guild Neogtiations  
Team

\_\_\_\_\_  
Bob Almada, Deputy Police Chief

\_\_\_\_\_  
Bernadette Moreland, Human Resources  
Manager

**APPENDIX A**  
**POLICE 2020 SALARY SCHEDULE**

Effective January 1, 2020, the position of Corporal will be added to the bargaining unit which will replace the position of relief shift supervisor.

	A	B	C	D	E	F
Base Salary	0 year	1 year	2 years	3 years	4 years	5 years
*Police Officer	\$ 6,278.39	\$ 6,532.12	\$ 6,858.52	\$ 7,302.25	\$ 7,742.71	\$ 8,184.81
Corporal	\$ 8,839.59					
Corporals are paid at eight percent (8%) above the top base pay salary step of a police officer.						

\*The wages above reflect a total of a 4% increase above the 2019 police salary schedule for the 2017-2019 LPOG collective bargaining agreement as follows:

- 2% COLA for 2020.

Additionally, the parties recognize that the Officers have opted out of Social Security and that the City had previously extended a supplemental 6.2% into the wage grid. This was extended without any officer matching requirement, which enabled this contribution to count as an element of the officers' "final average salary" for state retirement purposes. Effective upon ratification of this Agreement, the City also increased the wage grid by an additional 2% to account for increased deferred compensation payments from several comparable agencies.

Special Assignment Pay	Amount

+ 1% of base salary Defensive Tactics Instructor	1% of Officer Base Salary
+ 3% of top step of range Community Resource Officer Dive DRE School Resource Officer SWAT Traffic Officer	
+3% of base salary Bi-Lingual	3% of Officer Base Salary
+ 4% of top step of range Detective	
+2% Designated Certified FTO	

Additional Increases to Base Salary

<b>Education Pay</b>	<b>%</b>	<b>Longevity Pay</b>	<b>%</b>
AA Degree	3.0 %	11-15	4%
BA Degree	5.0%	16-20	6%
		21-25	8%
		26+	10%

**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 association 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