



**AGREEMENT
BY AND BETWEEN**

CITY OF LACEY

AND

**LACEY POLICE MANAGEMENT
ASSOCIATION**

SUPERVISORS' UNIT

January 1, 2023 – December 31, 2024

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

The provisions contained herein constitute an agreement between the City of Lacey and the Lacey Police Management Association concerning wages, hours, and working conditions. Unless otherwise expressly provided herein, the provisions of this Agreement shall be effective January 1, 2023.

**LACEY POLICE MANAGEMENT ASSOCIATION
Supervisors' Unit**

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ARTICLE 1 – PURPOSE

- 1.1. The purpose of the City and Lacey Police Management, hereinafter known as the Association, 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 Association bargaining unit so as to promote the efficiency of law enforcement, public safety, the morale and security of employees covered by the Agreement, and harmonious relations; giving recognition to the rights and responsibilities of the City, the Association, 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 AND BARGAINING UNIT

- 2.1 The City recognizes the Association 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 holding the rank of Sergeant shall be members of the Lacey Police Management Association.

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 Association representative. The purpose of the orientation is for the Association to provide information related to coverage under this CBA and enrollment in Association membership.

- 2.2 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 Association and shall transmit the same to treasurer of the Association. For any employee who has submitted such written authorization to the Association, 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 Association.
- 2.3 The Employer will provide a monthly written report to the Association transmitted with transfer of deducted dues owed to the Association ("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.
- 2.4 The parties recognize that the Association 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 Association. The Employer would execute any such legal award as required by an 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 nonmember to pay applicable service charges shall not be precedential upon the parties.

- 2.5 Hold Harmless. The Association 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 Association. The Association 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 City and the Association will cooperate to assure that no employee is discriminated against by reason of membership or non-membership in the Association. The City and Association 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 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 DUTY

- 5.1. 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 – 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. 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.

With the exception of paid details, if seventeen and a half (17.5) or more hours are worked within a twenty-four (24) hour period, each additional hour beginning at the eighteenth (18th) hour shall be compensated at double time.

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 by the employee, 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. 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.

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. These positions 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 prior to the beginning of each year based on seniority (date of promotion to LPD Sergeant).

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

6.3. The Employer 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. If more than one vacancy exists at the time of shift bidding, the employer retains the right to block shifts on the schedule prior to shift bidding to prevent a shift from being below minimum staffing. The department will attempt to block shifts in the following order: 1. Day shift, 2. Swing Shift, 3. Grave Shift.

6.4. SCHEDULING AND STAFFING

Definitions:

1. "Team" Three Sergeants, and the Officers and Corporals reporting to those three Sergeants.
2. "Squad" One Sergeant, the Officers and a Corporal reporting to that Sergeant.
3. "Shift" One work period (1st Watch - Day, 2nd Watch - Swing, or 3rd 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 10 or more 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 Supervisor and three Officers.

- 6.4.1.2 **Minimum Patrol Overlap Staffing.** Minimum Patrol Overlap Period Staffing shall be one (1) Sergeant or one (1) Corporal serving in the capacity of patrol supervisor, and a least six (6) Police Officer and/or Corporals during patrol overlap periods. Leave should be granted to officers as long as it will not adversely impact public safety.

Leave would be authorized by the shift supervisor on the basis of who requested leave first in "Intime" or any future time keeping program used to request time off. Additionally, the City reserves the right to increase the Minimum Patrol Overlap Period Staffing level, if deemed necessary to ensure public safety needs. The City will apprise LPMA of any such changes in advance.

The City and LPMA acknowledge that minimum patrol staffing is intended to provide guidance for scheduling purposes to meet public safety staffing needs. The actual staffing of a shift or during an overlap period between shifts may be impacted by unanticipated events (i.e. sick calls, on duty injuries, emergency bereavement leave, etc.). The City and LPMA agree that as long as the City conducts due diligence in attempting to fill any last minute shift vacancies the minimum patrol staffing has been satisfied.

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. In the event that both a Corporal and a Sergeant are both absent from a shift, a Sergeant shall have the first right of refusal for the overtime to fill the vacant Supervisor role.

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 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 trade days within the same 28 day cycle, if possible. If the trade day(s) are unable to be taken due to minimum staffing, the trade day(s) 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.

6.5. **Training**

6.5.1. **Approved Training**

Employees assigned to mandatory training on off days may be compensated at the overtime rate or may request compensatory time. Training that occurs on overlap Fridays, Collateral assignments (SWAT, CNT, and Dive) and other department authorized external training qualify for overtime compensation or compensatory time.

Employees assigned to training on their day off will be compensated at the overtime rate or may request compensatory time. Employees assigned to the Operations Division may flex their shift hours the day prior to the training to attend.

Employees need to have at least eight (8) hours of break between the start time of their training and the end of their duty shift. A training day begins

once the employee arrives at the Lacey Police Department to start the training day or to pick up a vehicle to drive to training. With supervisor approval, employees may start their approved training day when they leave their residence.

To achieve this eight (8) hour break, employees must flex the start time of their duty shift. Employees are expected to coordinate this flex time with their supervisor.

- 6.5.2. 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.

- 6.6. **Four Mandatory Yearly Overlap Friday Department In-Service Training Days.** The four mandatory in-service days may be scheduled on any Friday except during the months of June, July, and August.

- 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.** Sergeants covered by this Agreement are eligible for overtime and all of the overtime pay provisions contained in this article. Sergeants covered by this agreement shall be paid one and one-half (1 ½) times their regular straight time hourly rate of pay for all authorized hours of work or training in excess of the regular work shift. Upon earning overtime as outlined in this agreement,

Sergeants may choose to be compensated for the overtime in cash or equivalent compensatory time off (except, off duty Sergeants working paid detail will not have the option to elect compensatory time off). Such compensatory time may be accrued up to a maximum of seventy-four and 9/10 (74.9) 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.

- 7.1.1 Sergeants shall not take any type of leave to work overtime or a paid detail on their regularly scheduled shift. This does not apply to an emergent situation where a Sergeant may be called back from leave/vacation due to a City emergency as determined by the Chief of Police.
- 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, a Corporal may fill the request.
- 7.3. **Call Back.** The City agrees to pay a minimum of three (3) hours overtime at one and one half (1 ½) times the regular rate of pay to Sergeants called back for any assignment, with the exception that when an employee works within one (1) hour before the beginning or after the end of a regularly scheduled normal workday, the actual time worked shall be counted as overtime. When a staff meeting or training is scheduled a minimum of five (5) days in advance of an employee's scheduled days off, the City 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 a Sergeant is required by subpoena or specifically assigned by command personnel to appear to testify in court outside their regularly scheduled work hours, the Sergeant shall be paid at the rate of one and one half (1 ½) times the regular rate of pay for the actual time in court with a minimum pay equivalent for three (3) hours at one and one half (1 ½) times their regular rate of pay.
- 7.5. **Pay for Internal Appearances.** Overtime will be paid when a Sergeant is required to appear on his/her off-duty time for any internal investigation or before any official Review Board.

- 7.6 **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.
- 7.7 **Call in on Holiday.** If a Sergeant is called in to work on a holiday, he/she will receive overtime pay at the rate of two and one half (2 ½) times their regular rate of pay.
- 7.8 **Paid Details.** Sergeants who volunteer for paid detail assignments shall be paid one and one-half (1 ½) times their regular straight time hourly rate of pay for all hours of worked on a paid detail assignment.

ARTICLE 8 – MONTHLY SALARIES

- 8.1 **Salaries.** The base monthly salaries of the employees covered by this Agreement are set out in salary schedules attached as Appendix A to this Agreement.

Effective January 1, 2022, the base monthly salaries of the employees covered by this Agreement shall be adjusted by an additional three percent (3%) in recognition of the reopener language with the LPOG contract.

Effective January 1, 2023, the base monthly salaries shall be adjusted by a six percent (6%) COLA. Effective July 1, 2023, the base monthly salaries shall be adjusted by a one percent (1%) COLA. Effective January 1, 2023, the extra duties shall be compensated and recognized by the above wage increases.

Effective January 1, 2024, the base monthly salaries of the employees covered by this Agreement shall be adjusted by four and a half percent (4.5%). If for January 1, 2024, the LPOG Union receives an increase to their monthly salaries that exceeds four and a half percent (4.5%), the parties agree LPMA shall also receive the same increase to their base monthly salary.

- 8.1.1 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 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 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 related 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.

- 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- 22	8.0%
23-25	9.0%
26+	11.0%

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. 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.

- 8.4. **Assignment to Washington State Criminal Justice Training Center.** In recognition of the additional duties and transportation costs, the City agrees to provide an additional 12% 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) on a full-time basis; provided the WSCJTC agrees to reimburse the increased amount of 2% proposed in this contract for the affected employee. If assignments to the WSCJTC are made after January 1, 2007, the City reserves the right substitute this pay with an alternate assignment premium, such as mileage reimbursement.
- 8.5. **Special Assignment Pay.** Employees assigned to a specialty pay positions as described below are expected to maintain the necessary certifications and training and be available for stand-by and flexible scheduling. Category 1 and Category 2

assignments and duties 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.

Category 1 – Sergeant Assignments – Detective Sergeant (4%); Personnel and Training Sergeant (4%); Special Operations Unit Sergeant (4%)

Category 2 - Sergeant Collateral Duties – Dive Team (3%); SWAT (3%); Drug Recognition Expert (3%); FTO Coordinator (2%)

A maximum of two specialty pays may be earned at any one time. 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. **Bilingual Pay.** 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, Russian, Sign languages, and other languages approved by the Chief of Police 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.

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 of Police.

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 \$750 per year clothing allowance, less applicable taxes as applied by the IRS, for employees working specialty assignment such as Detective or non-uniformed assignment to be paid in January of each year. Additionally, employees will receive a \$150 boot allowance in January of each year. 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 – ASSOCIATION ACTIVITIES

10.1. 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, LPMA and the City agree to discuss and agree on alternate options for the start time of LPMA 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) 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 LPMA and the City. No employee of the LPMA negotiation team shall be paid overtime or provided vacation time for time spent in negotiations.

- 10.3. 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.
- 10.4. 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 three (3) Association representatives to attend such meetings, when such meetings take place at a time during which such employees are scheduled to be on duty. No employee of the LPMA labor-management team shall be paid overtime or receive vacation time for time spent in such meetings. When employees 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 – HOLIDAYS

- 11.1. The following are the designated holidays:

New Years Day	January 1
Martin Luther King’s Birthday	3 rd Monday in January
President’s Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1 st Monday in September
Veteran’s Day	November 11
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Day after 4 th 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.

- 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. 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 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 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 who are not scheduled to work on a holiday shall receive either one (1) hour off for each hour they are not scheduled to work on the holiday which shall be added to their alternate holiday bank, or pay at a straight time rate in lieu of the holiday for each hour they are not scheduled to work on the holiday, the Employee preference 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.

ARTICLE 12 – VACATION

- 12.1. 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+	213

- 12.2. 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.
- 12.3. An employee who ceases to be an employee of the City shall receive a sum of money equal to the employees former rate of pay for any accrued vacation time which has not been used.
- 12.4. 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.
- 12.5. 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.
- 12.6. 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.

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 for any reason permitted under State sick leave law.

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.

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. LPMA reserves its right to address its issue through the judicial process.

13.2 **Authorized Sick Leave Use:** 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.

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

- 13.4 **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 15% per hour for 48 through 149, 25% per hour for 150 through 300 hours, and 33.3% per hour 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.
- 13.5 **Paid Family Medical Leave (PFML)** Employees are eligible for paid family medical leave benefits as allowed under RCW 50A.04.

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 Military Leave per City of Lacey policy.

ARTICLE 16 – PENSIONS

- 16.1. Washington State Department of Retirement Systems (DRS) 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. **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 (PPO) or the Kaiser 200 deductible plan (HMO). The employee may enroll their spouse/domestic partner and qualified dependents in the health insurance plans.

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.

17.1.1 **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 one of the City's health insurance plans as described in 17.2 The City will contribute to an employee VEBA for 2020, 2021 and 2022 for those employees enrolled in the Regence High Deductible Health Plan or the Kaiser High Deductible Health Plan(s) only in 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 those employees enrolled in 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

17.1.2 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 one of the City's health insurance plans as described in 17.2. LPMA members, as a group, may vote as a group to contribute upon separation from employment a portion of their vacation or sick leave cash out amounts to their VEBA account. The funding method and amount of the VEBA contribution from the LPMA members may be adjusted by a majority vote of Union members, no more than once per year, and with 90 days' notice to the Employer.

17.2. **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%.

17.2.1. **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, which is included in the regular rate of pay and taxes under applicable IRS rules. Provided that at no time the number of LPMA 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 LPMA employees will be allowed to elect the opt-out option until the number of participating LPMA 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.

17.2.2 **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.

17.3. **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.

17.4. **Life Insurance.** The Employer agrees to provide each employee with life insurance in the amount of fifty thousand dollars (\$50,000), with premiums paid in full by the Employer. Employees shall 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.

17.5. **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.

- 17.6. **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 upon ratification, the City will match up to 2.0% in deferred compensation. There is no reduction in wages associated with this addition.

Additionally, the parties recognize that the Sergeants 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 sergeant matching requirement, which enabled this contribution to count as an element of the sergeants' "final average salary" for state retirement purposes.

ARTICLE 18- INSURANCE

- 18.1. 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 a Sergeant, 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 Sergeant.

ARTICLE 19 - OFF DUTY EMPLOYMENT

- 19.1. The City 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 City; or (4) conflict with the City's policies.
- 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/Consulting 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 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 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.
- 20.3. **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.
- 20.4. **Grievance Steps**
- Step 1:** An employee (with or without an 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 Division supervisor,. Employees are responsible for informing the Association of any actions which affect them and may give rise to a potential grievance. The employee's Division 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 Division supervisor, the grievance may be presented to the Chief of Police or designee in writing. The statement must be presented within 15 calendar days from the proposed resolution by the Division supervisor. The Chief or designee 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 or designee, 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 or designee. 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 arbitrations 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 or the Public Employee 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 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 a 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, including their attorney's fees. 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.

- 20.5. **Election of Remedies.** Employees may pursue either the Civil Service Appeal process or the grievance arbitration process but not both. 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 and vice versa if they file for arbitration.

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 – LEADERSHIP

- 22.1. The parties recognize that Police Officers (inclusive of Police Sergeants) are a highly visible representative of the community, given the wide-ranging powers and responsibilities given to the Department and Officers for public order and safety. Given this, Officers are held to high standards of conduct in keeping with the ethics and integrity of the law enforcement profession; which are contained in

the Oath of Office and Values Statement adopted by the Lacey Police Department.

ARTICLE 23– BILL OF RIGHTS

- 23.1. 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.
- 23.2. When an Employee is asked for a statement involving any type of alleged violation of Department rules, regulations, or laws:
 - 23.2.1. 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.
 - 23.2.2 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 his/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, 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.
 - 23.2.3 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).
 - 23.2.4. 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

the employees own choosing and/or an attorney. The representative and/or attorney may be present during all questioning. This provision shall not result in unreasonable delay and if the representative of the employee's choosing is not available within three (3) days, the employee must choose another representative who is available.

23.2.5. 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.

23.2.6. 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)

23.2.7. 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.

23.2.8. 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.

- 23.2.9. 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.
- 23.2.10. No employee covered by this Agreement will be subjected to any form of harassment or disciplinary action for exercising 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 the employee 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.
- 23.2.11. 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.
- 23.2.12. 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.
- 23.2.13. 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 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.

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 Commander's review and that the investigation will not be re-opened.

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

23.2.14. 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.

23.3. **Personnel Files.** An employee shall be permitted to read any material affecting employment before it is placed in a personnel file. The employee shall be allowed to rebut such statements in writing (such rebuttal shall be attached to the file copy of the statement) or to request a formal hearing as provided for under Loudermill provisions. 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.

23.4 **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.

23.5. **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.

23.6. **Medical or Psychological Examination:**

23.6.1. 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.

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

23.6.3. 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.

23.6.4. 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.

- 23.6.5. 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 24 – REVIEW BOARDS

- 24.1. A representative of the Association, chosen by the Association, shall be a member of review boards involving members of the Association, per Department and/or City policy.

ARTICLE 25– ENTIRE AGREEMENT

- 25.1. 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.
- 25.2 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 26– SAVINGS CLAUSE

- 26.1. 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

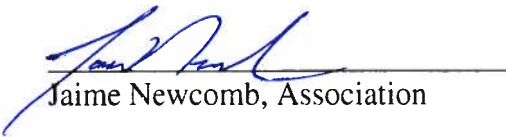
provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be held invalid and will remain in full force and effect.

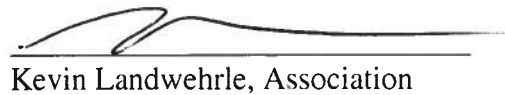
ARTICLE 27- DURATION OF THIS AGREEMENT

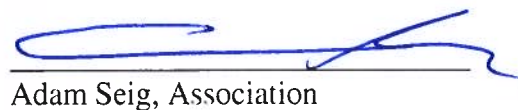
This Agreement shall become effective as of January 1, 2023, and shall remain in effect through December 31, 2024. Points of interest not covered by the Agreement may be negotiated at any time during the period of this contract upon mutual agreement of both parties involved. In the event negotiations for a new agreement have not been completed by January 1, 2025, 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 15th day of February, 2023

Lacey Police Management Association


Jaime Newcomb, Association


Kevin Landwehrle, Association


Adam Seig, Association

City of Lacey


Rick Walk, Interim City Manager


Robert Almada, Police Chief


Leialani Jensen, Human Resources
Director

APPENDIX A

LPMA 2023 SALARY SCHEDULE

Please note that specific rounding on the below figures may change very slightly due to the payroll system calculation).

1-1-2023 POLICE LPMA		MONTHLY
POLICE MGMT (+6%)		STEP 1
CODE		
PS1	POLICE SERGEANTS	11,546.27
7-1-2023 POLICE LPMA		MONTHLY
POLICE MGMT (+1%)		STEP 1
CODE		
PS1	POLICE SERGEANTS	11,661.73

Category 1 and Category 2	Amount based off of base monthly salary
+ 4% Detective Sergeant, Personnel & Training Sergeant, and Special Operations Unit Sergeant	
+ 3% Dive, DRE and SWAT	
+2% FTO Coordinator Sergeant	

Additional Increases to Base Salary

Education Pay	%	Longevity Pay	%
AA Degree	3.0 %	11-15	4%
BA Degree	5.0 %	16-20	6%
		21- 22	8%
		23-25	9%
		26+	11%

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