



**AGREEMENT**  
**BETWEEN**  
**CITY OF LACEY**  
**AND**  
**LACEY POLICE OFFICERS' GUILD**  
**January 1, 2016 – December 31, 2017**

**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, 2016.



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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, excluding Supervisors.
- 2.2. All employees covered by this agreement shall become members of the Guild effective the first of the month following date of hire. 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. Objections by any employee to joining the Guild which are based on bona fide religious tenets, or teachings of a church or religious body of which such employee is a member, shall be honored as per RCW 41.56.122. Any such employee shall pay an amount of money equivalent to regular union dues and initiation fee to a non-religious charity mutually agreed upon by the public employee affected, and the bargaining representative to which such public employee would otherwise pay the dues and initiation fee. The employee shall furnish the Guild with written proof that such payment has been made. If the employee and the Guild do not reach agreement on such matter, PERC shall designate the charitable organization.
- 2.5. If an employee objects to authorizing deduction of union dues, the Guild agrees to assess said employee a fair share fee for collective bargaining and contract administration services rendered by the Guild as the exclusive representative of the employees covered by this agreement, provided the fair share fee shall not exceed regular union dues. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political

office, or for any member only benefit. Such fair share fee shall be deducted by the City from the earnings of the employee, and remitted to the Guild with the same frequency, and in the same fashion as dues payments. The Guild agrees to provide the employee an explanation of the basis for the fee, and a mechanism for review and/or objection to the fee, upon written request.

- 2.6. The Guild agrees to defend, indemnify, and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer by third parties as a result of any action taken or not taken by the Employer under the provisions of this Article.
- 2.7. The Guild agrees to refund to the City, any amounts paid to it in error on account of the provisions of this article, 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.

## **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. Detective Sergeant, Administrative Sergeant, Detectives, and Crime Prevention 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 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. Grave shift, 2. Swing Shift, 3. Day Shift.

#### 6.4. SCHEDULING AND STAFFING

##### **Definitions:**

1. "Team" Three Sergeants, and the Officers and Relief Supervisors reporting to those three Sergeants.
2. "Squad" One Sergeant, the Officers and a Relief Supervisor 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 Supervisor and three Officers.

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. This will also apply to employees ordered into a patrol Relief Supervisor position.

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. This will also apply to employees who volunteer to fill a patrol Relief Supervisor position.

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. Relief Supervisor Position**

- 6.5.1. Employees will be eligible to be a Relief Supervisor when all three of the following conditions have been met:
  - A. At least 5 years full-time commissioned law enforcement experience (at least 2 of which are with the Lacey Police Department) and in good standing with the Department.
  - B. Must be willing to switch squads to meet staffing needs if necessary (see 6.5.8 below).
  - C. Must have attended the departmental Relief Supervisor training class.
- 6.5.2. The Relief Supervisor training class will be offered at least once per year prior to the bidding of shifts. The training class may be offered at other times as needed. At the conclusion of this class, the Relief Supervisor eligibility list will be updated. All employees on the Relief Supervisor eligibility list must attend this training at least once per year.
- 6.5.3. Employees who qualify as Relief Supervisors may bid any squad they wish based on seniority.
- 6.5.4. The most senior eligible employee on the Relief Supervisor list on each squad will be designated as that squad's Relief Supervisor.
- 6.5.5. If after all employees with five or more years' experience bid their shifts, and if a squad has no eligible Relief Supervisor, the shift bidding process will be stopped.
- 6.5.6. The scheduling supervisor will then offer others on the eligibility list not already selected to be a Relief Supervisor the opportunity to move to the open squad(s) and become the Relief Supervisor on those squad(s). Eligible employee(s) will be offered to switch squads and become the Relief Supervisor by seniority with the Department.

- 6.5.7. If no one on the eligibility list voluntarily moves to fill an open position, employees on the Relief Supervisor list may be ordered to fill a vacancy in order of least seniority on the Relief Supervisor list.
- 6.5.8. If any shift is not filled and/or one becomes vacant due to unforeseen circumstances, volunteers will be sought to fill the vacancy by seniority. If there are no volunteers, employees on the Relief Supervisor list may be ordered to fill a vacancy in order of least seniority. Employees who are ordered into a Relief Supervisor positions will be guaranteed any pre-approved vacation days. Any vacancies will be offered to volunteers first and then ordered to be filled by the lowest seniority of those remaining on the Relief Supervisor list.
- 6.5.9. The Employee appointed as Relief Supervisor for each squad will receive Relief Supervisor specialty pay as additional pay for each 4 month rotation they are designated as Relief Supervisor regardless of the number of days they actually supervise a patrol shift.
- 6.5.10. Relief Supervisor is not a rank nor a civil service recognized position.
- 6.5.11. Relief Supervisors will have no additional duties than a Patrol Officer when they're not acting in the capacity of a shift supervisor.
- 6.5.12. Employees eligible to be Relief Supervisors recognize that they may rotate into or out of the Relief Supervisor position with the change in seniority bidding each four months and that there is no guarantee to be selected, or if selected, to continue being utilized as a Relief Supervisor.
- 6.5.13. Designated Relief Supervisors may be removed from their position. The squad Sergeant may provide the Commander with written documentation of the reasons why he/she wishes to remove the Relief Supervisor and what corrective actions have already occurred. If the Commander agrees that the situation(s) or activity(s) warrant removal of the employee from the position, the recommendation will be forwarded to the Chief for final review. If the Chief concurs, then that Relief Supervisor will be removed from the position and will no longer receive the Relief Supervisor additional pay.
- 6.5.14. The next most senior employee on the Relief Supervisor list on the affected squad will assume the Relief Supervisor position.
- 6.5.15. Any appeal/protest/grievance of the removed Relief Supervisor is limited to a written request explaining the reasons for reconsideration to the Chief of Police who will then make a final determination.

## 6.6. **Detective Unit Relief Supervisor**

- 6.6.1. Relief Supervisor will be selected based on seniority of selection into the detective unit.
- 6.6.2. The detective unit's Relief Supervisor will be paid Out of Classification Pay on the days he/she is assigned to supervise.
- 6.6.3. The Relief Supervisor and the Detective Supervisor cannot have the same scheduled days off, although there may be days both are gone and an alternate Relief Supervisor may be chosen by seniority and that person would then receive the Out of Classification Pay.

## 6.7. **Training**

### 6.7.1.

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.

### 6.7.2.

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.

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.

- 6.7.3. A training day (including travel time) 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 utilizing accrued leave. A non-in-service training that consists of at least 8 hours will constitute the employee's full work day.

- 6.7.4. SWAT and Dive Team employees will use trade days (7/28) to attend SWAT and Dive Team training whenever possible.
- 6.8. **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.
  - 6.8.1. The in-service mandatory training days will be 10.7 hours.
  - 6.8.2. 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.
  - 6.8.3. 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 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 fifty-three and a half hours (53.5). Overtime earned which would place the employee above the maximum 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 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 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 (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 5 days in advance on an employee's scheduled days off or for times that are more than 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 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.** The monthly salaries of the employees covered by this Agreement are set out in salary schedules attached as Appendix A to this Agreement.

**2016:** Effective January 1, 2016, the listed salaries shall be adjusted by 2%.

**2017:** Effective January 1, 2017, the listed salaries shall be adjusted by ninety percent (90%) of the 2016 first-half Seattle CPI-W. This increase shall not be less than two percent (2%) and not more than five percent (5%).

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

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

AA Degree or Equivalent	2.0%
BA Degree	4.0%

It shall be the employee's responsibility to notify the City upon completion of degree requirements. Education pay shall be effective the first of the month following the employee's notification to the City.

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.** In 2016 & 2017, employees will receive longevity premiums in the following amounts:

Contiguous Years of Service as a LEOFF Member with the Lacey Police Department	Monthly Amount
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 regular rate of pay for the time the employee is assigned to that classification.
- 8.5. **Special Assignment Pay.** Employees assigned to a specialty assignment will receive additional pay each month as listed below. The additional pay is to include, but not limited to, availability for flexible scheduling.

Specialty	Percent Added To Top Patrol Step
Detective	4%
Anti Crime Officer	3%
Dive Team	3%
DRE	3%
School Resource Officer	3%
SWAT	3%
Traffic Officer	3%

Employees eligible and assigned as a Relief Supervisor will receive, in addition to their regular rate of pay, the percentage listed below of the top patrol step per month:

Day Shift	4%
Swing Shift	5%
Graveyard Shift	6%

A maximum of two specialty pays may be earned at any one time; Relief Supervisor and FTO positions do not count for this provision.

Field Training Officers will receive, in addition to their regular rate of pay, three percent (3%) of the top patrol step during the period of time they are designated as a Field Training Officer. In order to receive specialty pay, you must be a certified Field Training Officer. 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 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 rate for after hours dog care duties which averages 3.5 hours per week. If extenuating or unusual circumstances increase this amount of time, and if approved by the Chief, pay at 1 ½ times the employee's regular rate of pay shall be provided for the hours worked above the 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).

## **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. If there is a conflict, LPOG and the City agree to discuss and agree on alternate options for the start time of LPOG meetings to minimize interference with department operations such as, but not limited to, scheduled training and/or special emphasis days. 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 Years 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 holiday which shall be added to their alternate holiday bank ; or, (2) one and one-half (1½) times their regular straight time 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 vacation time, 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:

Years	Hours
1	96
2-5	128
6-8	136
9-10	144
11	163
12-14	168
15	179
16-19	184
20+	205

- 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. Each full-time LEOFF II employee shall accrue eight hours of sick leave each monthly pay period which may be used as set forth below.
- 13.2. Accrued sick leave benefits may be used for the following:
- A. The employee's injury, illness, or temporary disability which keeps the employee from performing the employee's regular duties; including one caused by pregnancy, childbirth, or related medical conditions; or medical and dental appointments.
  - B. To attend to a child, stepchild, or dependent under the age of 18 (or 18 years or older if the child is incapable of self-care due to a mental or physical disability) who has an illness or injury which warrants supervision or medical treatment, or the need to accompany the child to a medical or dental appointment.
  - C. For immediate family members over the age of 18 who have a serious illness or health condition and are incapacitated and require the employee's supervision or attendance (immediate family members are defined as: parent, spouse/domestic partner, child, parent-in-law, grandparent, or dependent living in the employee's household for whose care the employee is responsible.)

Absences for a parent, spouse or child's serious health condition will additionally be considered for Family Medical Leave Benefits. If an employee takes sick leave for family medical leave purposes, such sick leave will be counted towards

any federal and/or state limits on the use of leave for family medical leave purposes.

- 13.3. Upon application, an employee may be granted sick leave with pay equal to the employee's accumulated sick leave credits. The supervisor may from time to time require a certificate from the attending physician when such sickness exceeds three (3) consecutive working days and/or may require the employee to undergo a medical evaluation by a physician of the City's choice to verify/determine the nature and extent of the illness, injury, and/or inability to perform the functions of the position of Police Officer. An employee returning to work from an extended sick leave absence of more than three (3) consecutive work days may be required to provide a certificate from his/her attending physician certifying the employee is able to perform the full functions of the position of Police Officer.
- 13.4. **Coordination with Workers' Compensation.** An employee receiving benefits under the Workers' Compensation Law for job related illness or injury, or other insurance plan and/or state benefits paid for by the City, shall receive sick leave benefits which, together with such compensation, will equal the employee's regular salary. Sick leave shall be charged at the same rate as the portion of the employee's salary paid by the City. Until eligibility for Workers' Compensation is determined by the Department of Labor and Industries, and subsequent time loss benefit checks are paid, the City may pay full sick leave, provided that the employee shall return any subsequent overpayment to the City.
- 13.5. **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 employee 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.
- 13.6. **Sick Leave Buy-Back.** To be eligible for the buy-back program, an employee must have a minimum of 300 hours of sick leave accrued and qualify for LEOFF retirement or LEOFF Disability retirement. The Employer will buy back unused sick leave over the 300 hour minimum and up to 1,000 hours at the rate of 25% per hour. The employee's beneficiary will receive this benefit if the minimum hours were met 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 - PENSIONS

- 15.1. 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 16 - BENEFITS

- 16.1. **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.
- 16.2. **Health Insurance.** The Employer's health insurance benefits will include medical, dental, and vision plans. Medical coverage may be selected from Regence HealthFirst or Group Health \$10 co-pay. Dental coverage may be selected from either Washington Dental Service or Willamette Dental. The vision plan provided is Vision Services Plan (VSP) \$10 co-pay.
- 16.3. **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%.
- 16.3.1. **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 or 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 LPOG or LPMA employees will be allowed to elect the opt-out option until the number of participating LPOG and 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.

**16.3.2. 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.

- 16.4. 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.
- 16.5. 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.
- 16.6. 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.
- 16.7. 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.

## **ARTICLE 17 - INSURANCE**

- 17.1.** 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 18 - OFF DUTY EMPLOYMENT**

- 18.1. 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.
- 18.2. 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.
- 18.3. 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 19 - GRIEVANCE PROCEDURE**

- 19.1. 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.
- 19.2. 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.

- 19.3. **Definition of Working Days.** Working days, as used in this grievance procedure, are defined as Monday through Friday, excluding Saturdays, Sundays and holidays.
- 19.4. **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 20 - COMMUNICATION PROCEDURE**

- 20.1. 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 21 - BILL OF RIGHTS**

- 21.1. 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.
- 21.2. When an employee is asked for a statement involving any type of violation of Department rules, regulations, or laws:
  - 21.2.1. 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.
  - 21.2.2. 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.
  - 21.2.3. 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).



- 21.2.4. 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.
- 21.2.5. 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.
- 21.2.6. 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.)

- 21.2.7. 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.
- 21.2.8. 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.

- 21.2.9. 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.
- 21.2.10. 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.
- 21.2.11. 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.
- 21.2.12. 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.
- 21.2.13. The following procedure will be employed when a request is made to re-open an investigation concerning an employee that was previously closed.
  - 21.2.13.1. 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.



21.2.13.2. 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.

21.2.13.3. 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.

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

- 21.2.14. 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.

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.

- 21.3. **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.

21.4. **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.

21.5. **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.

21.6. **Medical or Psychological Examination:**

21.6.1. 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.

21.6.2. 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).

21.6.3. 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.

21.6.4. 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.

- 21.6.5. 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 22 - REVIEW BOARDS**

- 22.1. 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 23 - ENTIRE AGREEMENT**

- 23.1. The Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.
- 23.2. The parties acknowledge that each has had the unlimited right and opportunity to make proposals with respect to any matter deemed a proper subject for collective bargaining. The results of this exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, 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 24 - SAVINGS CLAUSE**

- 24.1. 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 25 - DURATION OF THIS AGREEMENT**

This Agreement shall become effective as of January 1, 2016, and shall remain in effect through December 31, 2017. 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, 2018, 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 \_\_\_\_\_ day of December, 2015.

### **Lacey Police Officers' Guild**

### **City of Lacey**

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Ken Kollmann, Guild President

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Scott Spence, City Manager

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Ed McClanahan, Guild Negotiations  
Team

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Dusty Pierpoint, Police Chief

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Dave Miller, Guild Negotiations Team

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Jim Mack, Police Commander

---

Eric Lever, Guild Negotiations Team

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Liz Gotelli, Director of Public Affairs  
and Human Resources

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Bernadette Moreland, Senior Human  
Resources Analyst

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Kalie Nichols, Human Resources  
Analyst

**APPENDIX A**

**POLICE 2016 SALARY SCHEDULE**

	A	B	C	D	E	F
Base Salary	0 yr	1 yr	2 yrs	3 yrs	4 yrs	5 yrs
Police Officer	\$5,519.61	\$5,742.69	\$6,029.62	\$6,419.73	\$6,806.96	\$7,195.62

Special Assignment Pay	Top Step of Police Officer
+ 3% of top step of range	
Anti-Crime Officer	
Dive	
DRE	
FTO	\$215.87
School Resource Officer	
SWAT	
Traffic Officer	
+ 4% of top step of range	
Detective	\$287.82
+ 6% of top step of range	
K-9 Officer	\$431.74

Relief Supervisor	Additional Pay Based on Top Step of Range
Day Shift	4% or \$ \$287.82
Swing Shift	5% or \$ \$359.78
Grave Shift	6% or \$ \$431.74

**Additional Increases to Base Salary**

Education Pay	%	2016 & 2017 Longevity	%
AA Degree	2.0 %	11-15	4%
BA Degree	4.0 %	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