

COLLECTIVE BARGAINING AGREEMENT

By and Between

CITY OF DES MOINES, WASHINGTON

and

DES MOINES POLICE GUILD

January 1, 2019 - December 31, 2021

TABLE OF CONTENTS

ARTICLE 1.	PURPOSE	1
ARTICLE 2.	DEFINITIONS	1
ARTICLE 3.	RECOGNITION	1
ARTICLE 4.	NON-DISCRIMINATION AND COMPLIANCE	2
ARTICLE 5.	EMPLOYER RIGHTS	2
ARTICLE 6.	COMMUNICATION	3
ARTICLE 7.	PERFORMANCE OF DUTY	3
ARTICLE 8.	HOURS OF WORK AND OVERTIME	3
ARTICLE 9.	VACATION	6
ARTICLE 10.	LEAVES	6
ARTICLE 11.	HOLIDAYS	7
ARTICLE 12.	CLOTHING AND EQUIPMENT	8
ARTICLE 13.	GUILD ACTIVITIES	8
ARTICLE 14.	COLLECTIVE BARGAINING	9
ARTICLE 15.	EMPLOYEE BILL OF RIGHTS	9
ARTICLE 16.	REDUCTION IN FORCE PROCEDURES	14
ARTICLE 17.	GRIEVANCE PROCEDURE	15
ARTICLE 18.	INSURANCE PROTECTION	18
ARTICLE 19.	OFF DUTY EMPLOYMENT	18
ARTICLE 20.	RETIREE RIGHTS	19
ARTICLE 21.	ENTIRE AGREEMENT	20
ARTICLE 22.	SAVINGS CLAUSE	20
ARTICLE 23.	BENEFIT PLANS	20
ARTICLE 24.	COMPENSATION	21
ARTICLE 25.	TERM OF AGREEMENT	22
APPENDIX A	PAY SCHEDULE	23
APPENDIX B	PAY STEP PLACEMENT	26

**COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
CITY OF DES MOINES AND DES MOINES POLICE GUILD**

ARTICLE 1. PURPOSE

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; 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.

ARTICLE 2. DEFINITIONS

Terms used in this agreement are defined as follows:

- A. "Employer" or "City" means the City of Des Moines, Washington.
- B. "Guild" means the Des Moines Police Guild.
- C. "Employee" means regular full time and regular part time commissioned officers, community service officers, and animal control officer(s) (in the Bargaining Unit as defined in subparagraph D). New positions shall be subject to negotiation for inclusion or exclusion in the bargaining unit.
- D. "Bargaining Unit" shall include all full time and regular part time commissioned officers, community service officers, and animal control officer(s), excepting the Chief of Police and Commanders.
- E. "Department" means the Des Moines Police Department.

ARTICLE 3. RECOGNITION

- A. 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.
- B. Within thirty (30) days of hire or transfer into the bargaining unit, each employee has the option to attend a (30) minute orientation session with a designated Guild representative. The purpose of the orientation is for the Guild to provide information related to coverage under this Agreement and enrollment in Guild membership.
- C. Upon proper written authorization from an employee within the bargaining unit, the Employer agrees to deduct from the wages of that employee, a sum as certified by the Guild secretary, twice each month and forward the sum to the Guild, within seven (7) working days after the payroll withholding date. Any employee who wishes to cancel the written authorization for dues deduction, must notify the Employer and Guild in writing, at which time the Employer will discontinue the deduction.
- D. The Employer will provide a monthly report to the Guild transmitted with transfer of deducted dues owed to the Guild ("the transferred amount"). Such report shall indicate: 1) all individuals who had dues withheld as part of the transferred amount, and the amount withheld and transmitted on behalf of that individual; 2) a list of all employees who did not have dues withheld as part of the transferred amount; 3) a list of all employees commencing employment since the preceding report; and 4) all employees in the preceding month who requested discontinuance of payroll deduction of dues.
- E. 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, pursuant to authorization by the Guild.

- F. 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.

ARTICLE 4. NON-DISCRIMINATION AND COMPLIANCE

The Employer and Guild will cooperate to ensure that no employee is discriminated against by reason of membership or non-membership in the Guild. The Employer and Guild will also cooperate to assure compliance with non-discrimination laws. The parties agree that there shall be no unlawful discrimination and both shall comply with Federal, State and Local laws.

ARTICLE 5. EMPLOYER RIGHTS

The City of Des Moines and the Des Moines Police Department retain all rights granted by statute to operate and manage the function of the City and the department, to control, direct, and schedule its operations and work force, and to make any and all decisions affecting such operation, whether or not specifically mentioned in this agreement and whether or not previously exercised, except as specifically limited by this agreement. Such prerogative shall include, but not be limited to the following items:

1. To direct and supervise all operations, functions and policies of the department and to modify such operations, functions and policies as they may affect employees in the Bargaining Unit.
2. To organize and reorganize the structure, work or reporting relationships within the department.
3. To determine the need for a reduction or an increase in the work force whether or not a vacancy exists for purposes of this agreement, in accordance with Article 16 of this agreement.
4. To discipline or discharge for just cause.
5. To determine the promotional opportunities and need for and qualifications of employees, transfers and promotions in a manner consistent with State law, Civil Service rules, or other specific provisions of this Agreement.
6. To determine job descriptions and job content.
7. To implement new, and to revise or discard old methods, procedures, materials, equipment, facilities and standards.
8. To assign work and equipment, schedule employees, and establish and change work schedules so long as the schedules and changes are not inconsistent with the scheduling provisions of Article 7.
9. To determine the City budget and financial policies.
10. To establish and administer a personnel system which provides for all types of personnel transactions, including determining the procedures and standards for hiring, promotion, transfer, assignment, layoff, discipline, retention, and classification of positions in a manner consistent with State law, Civil Service rules, or other specific provisions of this Agreement.
11. To establish reasonable work and productivity standards and from time to time to change those standards.
12. Select and determine the number of employees, including the number assigned any particular work; and increase or decrease that number.

13. Determine the necessity for, and schedule when overtime shall be worked.
14. The right to use volunteers for the Des Moines Reserve program or programs to supplement regular work shifts or other assignments. Reserves may be utilized to maintain minimum staffing levels once an attempt has been made to contact full time officers.
15. To make, establish, and enforce safety rules, operational policies and procedures, and rules of conduct for the department.
16. To inspect locker or other spaces assigned to Employees, except as restricted by Article 15, and provided notice is granted to the Employee.

The exercise of any management prerogative, function or right which is not specifically modified by this agreement is not subject to any grievance procedure or to bargaining during the term of this agreement, except where such exercise is in violation of the terms of this agreement.

ARTICLE 6. COMMUNICATION

In order to facilitate continued good communications between the Guild and the Employer, the Employer and the Guild shall meet once a month or more often if needed, to raise issues that require discussion between and input from both parties. An annual calendar of these meetings will be established before January 15th of each year this Agreement is in effect.

ARTICLE 7. PERFORMANCE OF DUTY

The Guild and the Employer agree that there shall be no strikes, walk outs, slow downs, stoppages of work, "sick outs", or any interference with the efficient operation of the department.

ARTICLE 8. HOURS OF WORK AND OVERTIME

- A. **Schedule Defined.** For employees working a six-day work week, three days on/three days off, 12-hour shift, the applicable 7(k) work period shall be 24 days.
- B. **Patrol.** Patrol schedule shall consist of a six (6) day work week, consisting of 3 consecutive days of work and 3 consecutive days off. The workday will be 12 hours in duration. Each employee assigned to a 12 hour shift will receive 55 hours of Kelly time on January 1, to be used by June 30, and an additional 55 hours of Kelly time on July 1, to be used by December 31. Unused Kelly time will not carry over from one six month period to another. Kelly time hours used will be considered hours worked. In the event an employee uses all the Kelly time for a six month period and employment with the City is terminated prior to the end of the fifth month of the six month period, the employee will reimburse the City eleven (11) hours of pay per month for each month prior to the fifth month that employment is terminated. Such amounts to be paid to the City out of the employee's final pay check.
- C. **Detectives.** Detective schedule shall consist of a 7 day workweek, consisting of 4 consecutive days of work and 3 consecutive days off. The shift will be 10 hours in duration.
- D. **Community Service Officers.** Community Service Officer schedule shall consist of a 7 day work week, consisting either of 4 consecutive days of work and 3 consecutive days off at 10 hours per day; or when assigned to a patrol team on a permanent basis, the schedule shall consist of a six (6) Day work week, consisting of 3 consecutive days of work and 3 consecutive days off. The workday will be 12 hours in duration. Each employee assigned to a 12 hour shift will receive 55 hours of Kelly time on January 1, to be used by June 30, and an additional 55 hours of Kelly time on July 1, to be used by December 31. Unused Kelly time will not carry over from one six month

period to another. Kelly time hours used will be considered hours worked. In the event an employee uses all the Kelly time for a six month period and employment with the City is terminated prior to the end of the fifth month of the six month period, the employee will reimburse the City eleven (11) hours of pay per month for each month prior to the fifth month that employment is terminated. Such amounts to be paid to the City out of the employee's final pay check.

- E. **Animal Control Officer.** Animal Control schedule shall consist of a 7 day workweek, consisting of 5 consecutive workdays and 2 consecutive days off. The work shift will be 8 hours in duration.
- F. **Traffic Safety Unit.** The schedule for Police Officers assigned to the Traffic Safety Unit shall consist of a 7 day work week, consisting either of 4 consecutive days of work and 3 consecutive days off at 10 hours per day; or 5 consecutive days of work and 2 consecutive days off at 8 hours per day. If assigned to an 8 day work week, consisting of 4 consecutive days of work and 4 consecutive days off, the workday will be 12 hours in duration. Each employee assigned to a 12 hour shift will receive 55 hours of Kelly time on January 1, to be used by June 30, and an additional 55 hours of Kelly time on July 1, to be used by December 31. Unused Kelly time will not carry over from one six month period to another. Kelly time hours used will be considered hours worked. In the event an employee uses all the Kelly time for a six month period and employment with the City is terminated prior to the end of the fifth month of the six month period, the employee will reimburse the City eleven (11) hours of pay per month for each month prior to the fifth month that employment is terminated. Such amounts to be paid to the City out of the employee's final pay check.
- G. **K9 Unit.** The schedule for Police Officers assigned to the K9 Unit shall consist of a seven (7) day work week, with four (4) consecutive days of work and three (3) consecutive days off at ten (10) hours per day. The K9 Officer will be compensated one (1) hour per ten (10) hour shift for K9 care and maintenance (Kennel Time). The Kennel Time will be compensated at the K9 Officers regular pay rate unless required to forego the Kennel Time for shift coverage then this additional time worked is paid at one and one half (1.5) hours. When a K9 unit is assigned to a patrol team, the K9 Officer will work the patrol shifts scheduled hours of the team he/ she is assigned. When the K9 Officer is assigned to a patrol team, he/ she will receive one (1) hour of compensatory time for every twelve (12) hour shift worked. The K9 Officer may elect to take the one (1) hour off at the end of the shift in lieu of the compensatory time at the discretion of the on duty supervisor.
- H. **Employer Scheduling Right.** The Employer reserves the right to schedule individual hours of work, shift assignments, days off, and to schedule overtime.
 - 1. **Short-Term Schedule Changes:** To maintain balanced teams and for other operational purposes. The Employer will make a reasonable effort to notify Employees of such changes thirty (30) days in advance of the change, provided the Employer has advance knowledge of the need for a change in schedule. The parties recognize that during the probationary period, employees do not necessarily work set schedules and advance notification of such work changes does not apply. Nevertheless, the Employer will make a reasonable effort to notify probationary employees of changes seven (7) days in advance.
 - 2. **Long-Term Schedule Changes:** The Employer may change regular long term schedules and work weeks listed in A, B, C, and D above, provided the Employer agrees to bargain such changes with the Guild, in accordance with RCW 41.56.
- I. **New Positions.** The Employer retains the right to schedule any new positions or assignments created within the police department, as needed to meet the needs of the community. The Employer will follow the scheduling provisions of this article as well as consult with and seek input from the Guild on scheduling of new positions.
- J. **Overtime.** All overtime will be paid at a rate of one and one half (1-1/2) times the employees regular hourly rate. Overtime will be paid for any time worked in excess of the employees scheduled workday or scheduled workweek. Scheduled overtime will be offered first on a voluntary basis.

Overtime will be calculated in 15 minute increments.

- K. **Compensatory Time.** At the employee's discretion, the employee may choose to take compensatory time in lieu of overtime pay. All compensatory time accumulated will be accrued at a rate of one and one half (1 vs.) hours for each overtime hour worked. The employee shall indicate whether he/ she is accruing compensatory time or overtime in the pay period earned. The maximum amount of compensatory time that may be accumulated shall be equivalent to one work week. An employee may submit a request in writing to the Chief of Police to carry over more than the allowed amount for that employee. Compensatory time can be carried over from year to year. An employee can choose to cash in compensatory time at their regular rate of pay for any pay period between the months of January through October indicated by the employee. The use of compensatory time will be governed by the same criteria as vacation time. Any accrued compensatory time not used prior to an employee's separation from service will be paid on the last pay check.
- L. **Emergency Call Back.** In the event an employee is called back to work in an emergency, more than one hour before or one-half hour after normal duty hours, the employee will be compensated at the employee's overtime rate with a four (4) hour minimum. If the work time continues into normal duty hours, the employee's regular rate shall be paid for the hours worked after the four (4) Hour minimum.
- M. **Court.** When a court appearance falls outside the normal duty hours, the employee will be paid at the overtime rate with a four (4) hour minimum. A court appearance is any appearance directed by a subpoena or court related conference requested by the prosecutor or judge.
- N. **Standby Status.** Employees may be placed on "Standby" status when it is anticipated that they may be called back to duty. Such status requires that the Employee be available to respond by telephone within 15 minutes and to return to the station within 45 minutes. When placed on standby status, employees will remain near a telephone (unless equipped with a pager, in which case the employee shall remain within paging distance) and will leave a number where they can be reached. Employees placed on standby by the City shall be paid at \$10.00 per hour. Standby at the request of an authorized court officer shall be confirmed and authorized daily through a City police supervisor. Standby duty shall not be counted as hours worked for the purposes of computing overtime or eligibility to receive fringe benefits. If the Employee is called back to work while on standby status, standby pay will cease.
- O. **Mandatory Training or Meetings.** Any mandatory training or meetings which fall outside of the employees normal work schedule will be compensated at the employees over time rate with a four (4) hour minimum. However, the four (4) hour minimum shall not apply to mandatory training sessions or meetings held less than one-half hour before or after normal duty hours. This would pertain to short training sessions or meetings which are less than one (1) day in duration. Any training session which falls into the normal work day and is less than the employee's regular shift in duration will show as actual hours of training. If the employee chooses not to return to work for the remaining hours of the shift, Kelly, vacation, compensatory or Holiday hours may be used to fulfill the remaining time of the shift.
If the training sessions fall on the employee's day off the employee will be compensated at the employee's overtime rate. If a training session of one (1) day or more falls on the employee's day off, the immediate supervisor may reschedule the employee so that the training session shows as the employee's day worked. If the training day is in addition to the employee's work week the employee will be compensated at the employee's regular overtime rate. If the training day is in place of the employee's work day the employee will receive straight time.
- P. **Working out of Classification.** Employees temporarily assigned to work at a supervisory classification for one full shift or more shall be paid an additional 5% of base pay or the first step in the supervisory classification, whichever is higher, for the hours worked at the higher classification.

ARTICLE 9. VACATION

Annual paid vacation shall be granted to all full time employees and part time employees on a pro rata basis. Paid vacation will be granted according to the following schedule:

Years of Service	Monthly Accrual	Annual Carryover
0 - 3 years	8 hours per month	255 hours
4 - 6 years	10 hours per month	270 hours
7-10 years	12 hours per month	285 hours
11-15 years	14 hours per month	300 hours
16+ years	16 hours per month	315 hours

Annual vacations are subject to the rules contained in the City of Des Moines Personnel Manual. Vacation leave hours used are to be considered hours worked for calculation of overtime.

ARTICLE 10. LEAVES

Sick Leave. All full time employees shall accrue sick leave benefits at the rate of eight (8) hours each calendar month of continuous employment. Such sick leave shall be separated into two (2) separate accrual banks, "State sick leave" and "City sick leave." Employees shall accrue one-half of their monthly sick leave accrual at the end of the first pay period of the month and the second half at the end of the second pay period. Part-time employees shall accrue sick leave benefits on a pro rata basis according to hours worked.

- A. All employees shall accrue one (1) hour of paid State sick leave for every forty (40) hours worked. Employees are not entitled to accrue State sick leave for hours paid while not working (such as during a suspension without pay, leave without pay, vacation, paid holidays, or while using State sick leave).
- B. In addition, regular full-time employees shall accrue City sick leave, which when combined with their State sick leave, will total eight (8) hours of sick leave per month (prorated for part-time employees).
 - State sick leave + City sick leave = (8) hours of sick leave per month

Such sick leave will be accrued each pay period as follows:

- State sick leave + City sick leave = (4) hours of sick leave per pay period
- C. State sick leave benefits accrue from the date of employment and employees are entitled to use their accrued State sick leave beginning on the ninetieth (90th) calendar day after the start of their employment. City sick leave benefits are earned from the date of employment, and may be utilized from date of employment.
- D. Employees will continue to earn City sick leave while on paid City sick leave, vacation leave, holiday leave and/ or Kelly time leave. Employees shall not earn any City sick leave benefits during a suspension without pay or a leave without pay.
- E. Unused State sick leave balances in excess of forty (40) hours remaining at the end of the calendar year shall be credited to the employee's City sick leave balance the following year. State sick leave balances of forty (40) hours or less must carry over to the following calendar year.
- F. City sick leave benefits not used during the calendar year in which they are earned may be carried over and used during succeeding calendar years. Such benefits may be carried over into successive calendar years so long as the employee remains employed by the City. Employees who transfer to another department retain any accumulated sick leave benefits after transfer to their new position.
- G. Accrued State sick leave must be utilized first, followed by City sick leave once the employee's State sick leave is exhausted.

- H. State and/or City sick leave hours used are to be considered hours worked for calculation of overtime, provided that:
1. Employees who are pre-scheduled to work overtime and utilize State and/or City sick leave in the same workweek prior to working the overtime shall be removed from the overtime schedule and the overtime shall be offered to all eligible employees using the current process for scheduling overtime. If no other employee is able to work the overtime and the need for overtime work still exists, the employee originally scheduled may work the overtime at the overtime rate.
 2. Employees who utilize State and/or City sick leave in a work week and are not scheduled to work overtime at the time the sick leave is used may subsequently work extra hours and be paid at the overtime rate.
- I. All State and City sick leave used in conjunction with an L & I injury shall be counted as hours worked for calculation of overtime.
1. **On-Duty Injuries:** Employees, injured in the line of duty and who receive total temporary disability payments under RCW 51.32.0909, will not be required to augment their L&I time loss payments with their sick leave hours. The City shall pay the entire disability supplement portion, both employer and employee, for up to twenty-one (21) days. After twenty-one (21) days, the City of Des Moines LEOFF 2 Disability Leave Supplement Program shall apply. The City Manager shall have the discretion, on a case by case basis, to extend the twenty-one (21) day limit in the event of a significant on-duty injury.
- J. LEOFF II employees shall have no maximum accrual of City sick leave hours.
- K. State and City sick leave may be utilized according to the rules contained in the City of Des Moines Personnel Manual.
- L. Employees covered by this Agreement with a sick leave balance over one hundred and fifty (150) hours shall have one (1) hour of their monthly City sick leave accrual of eight (8) hours cashed and deposited into their 457 Deferred Compensation plan administered by ICMA-RC. Employees with a sick leave balance over two hundred and fifty (250) hours shall have two (2) hours of their monthly City sick leave accrual of eight hours (8) cashed and deposited into their 457 Deferred Compensation plan administered by ICMA-RC.
- M. Upon the separation from service, an employee in good standing with at least ten (10) years of service with the City of Des Moines in a position represented by the Des Moines Police Guild or upon the death of any employee regardless of years of service, the Employer will cash out twenty-five (25%) percent of the employee's sick leave balance or two-hundred (200) hours, whichever is less. Employees with at least twenty (20) years of service, the City will cash out four hundred (400) hours or fifty (50%) percent of the employee's sick leave balance, whichever is less. As a tax savings to the employee, the City shall pay any sick leave cash out provided under this Section, by contributing the entire cash-out value of all unused sick leave hours accrued and available to the employee's HRA-VEBA account.
- N. **Other Leaves.** Medical, maternity, paternity, Family Medical Leave, Washington State Sick Leave ("State" sick leave,) Paid Family and Medical Leave, military reserve training, and other leaves shall be as specified in the City of Des Moines Personnel Manual.

ARTICLE 11. HOLIDAYS

The following holidays will be recognized and observed as paid holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day,

Thanksgiving Day and the Friday following Thanksgiving in, Christmas Day, and two (2) floating holidays. Members of the Guild shall receive a bank of ninety-six (96) hours of leave time on January 1 of each year in compensation for the twelve (12) holidays. Such leave time to be administered as Kelly time, and considered as hours worked for calculation of overtime. The use of holiday time will be governed by the same criteria as vacation time. Employees may cash in forty-eight (48) hours of holiday pay at the end of November to be paid on the first payday in December. Employees must use the additional forty-eight (48) hours by the end of the calendar year in which the holidays are credited.

Essential employees required to work New Year's Day and Independence Day, shall be paid of one-and one-half (1 1/2) times their regular rate of hourly pay for all hours worked on those days. Essential employees required to work Thanksgiving Day and Christmas Day shall be paid two (2) times their regular rate of hourly pay for all hours worked on those days. Essential employees for this purpose is defined as only patrol staff required to work on the holiday and other employees specifically designated by the Chief or his designee. Employees who voluntarily work on the day shall be paid their regular rate of pay rather than the overtime rate. For purposes of this provision, the holiday begins at 0000 hours on the night of the holiday and concludes twenty-four (24) hours later at 0000 hours.

1. **Holiday Shift-Coverage:** An employee, who works in an overtime capacity to provide shift coverage on any observed Holiday, as set forth in Article 11, shall be paid an additional .50 times their regular hourly rate for all overtime hours worked.

In the event an employee uses all the holiday time and employment is terminated with the City prior to the end of the year, the remaining holiday pay will be paid back to the City out of the employee's final pay check.

In the event an employee is placed on administrative leave or on an alternative schedule due to an internal investigation, the employee will be placed on a Monday through Friday work schedule. If a holiday occurs while the employee is on administrative leave or on the alternative schedule and the employee does not work, hours for the holiday shall be deducted from the employee's holiday bank provided that, when the employee's holiday bank is equal to or less than forty (48) hours, no holiday hours shall be deducted. If the internal investigation results in the termination of an employee's employment, hours for the holidays that occur during the leave period shall be deducted from the employee's holiday bank until the holiday bank is exhausted.

ARTICLE 12. CLOTHING AND EQUIPMENT

- A. The Employer agrees to provide all clothing and equipment which an employee is authorized to wear and authorized to purchase by the Chief of Police.
- B. The Employer agrees to provide necessary cleaning of all such clothing and equipment.
- C. The Employer agrees to replace or repair clothing and equipment which is damaged in the line of duty including "fair wear and tear".
- D. Detectives shall be granted a clothing allowance of 1 % of base pay per year. Cleaning shall be provided as defined in Subsection B above.

ARTICLE 13. GUILD ACTIVITIES

- A. Employees shall be granted use of City meeting space and release time from duty for a maximum of one (1) hour per month for Guild meetings. However, the Chief of Police may require an appropriate number of officers remain on patrol during the meeting at his discretion. On duty members must remain in ready status and respond to any calls for service. Time granted for such meetings shall not be cumulative. Negotiation meetings with City representatives without loss of pay, to the extent that such meetings are scheduled during the working hours of the members attending and the meetings do not affect the City's ability to respond to calls.

- B. Designated members of the Guild shall be granted release time (subject to subsection *B* above) for all mutually agreed 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. Meetings scheduled with City representatives during off duty hours are not considered compensated time.
- C. The City shall allow Guild representatives a reasonable amount of time while on duty to process grievances. The immediate supervisor of the Guild representative must authorize the activity. The City will allow Guild material to be distributed to members by use of City employee mailboxes.
- D. The City shall provide space on existing bulletin board(s) for the Guild to post notices of meetings, elections and other items of interest to Guild members. These materials may not be inflammatory or personal in nature or be derogatory about the City.
- E. The Guild may utilize City copy machines, faxes, telephones and other equipment provided reimbursement is made to the City in accord with Department of Finance guidelines.

ARTICLE 14. COLLECTIVE BARGAINING

Collective bargaining between the parties shall be carried out by the City Manager and/ or his designates, on behalf of the City Council, and a person or persons representing the Guild.

All agreements reached not otherwise included in this Collective Bargaining Agreement shall be reduced to writing in a separate Memorandum of Agreement which shall be signed by the City Manager and the Guild representative.

Upon the settlement of the Collective Bargaining Agreement, the City will make the agreement available to each member affected by the agreement by posting it on the City's intranet.

ARTICLE 15. EMPLOYEE BILL OF RIGHTS

A relationship of trust and confidence between employees of the Des Moines Police Department and the community they serve and between employees of the Des Moines Police Department and their Employer is essential to effective law enforcement. Police employees must be free to exercise their best judgment and to initiate law enforcement action in a reasonable, lawful, and impartial manner. In addition, law enforcement employees are obligated to respect the rights of all people, and the Employer is obligated to respect the rights of its employees.

It is essential public confidence be maintained in the ability of the Employer to investigate and properly adjudicate complaints against its employees. The rights of the employee, as well as those of the public, must be protected.

The parties are committed to resolving internal investigation matters involving members of the Guild in a manner that is expeditious, fair, and thorough, and is designed to resolve issues at the lowest possible level.

An investigation based on a complaint must be conducted in an open and fair manner, with the truth as the primary objective. The Employer accepts complaints against any of its employees and fully investigates all such complaints to the appropriate disposition.

The Employer has acknowledged its responsibility by establishing a system of complaint and disciplinary procedures which not only shall subject the employee to corrective action when improper action is evident, but also shall provide procedural protection to all employees throughout all steps of this process.

It is the purpose of these procedures to provide a prompt, just, and open disposition of complaints regarding the conduct of employees of the Des Moines Police Department. To this end, the Employer welcomes constructive and valid criticism of Employer procedures and complaints against its employees from concerned citizens of the community and from employees.

When an internal investigation is being initiated regarding an employee, for an act that could lead to punitive action, including dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer, for purpose of punishment, and because of such investigation he/ she is being interrogated, such interrogation shall be conducted under the following terms and conditions:

- A. An internal investigation is defined as a formal inquiry into an allegation that an employee or employees violated a law or a department policy or regulation that is supported by reasonable cause to believe the violation may have occurred as alleged. Preliminary investigations which are conducted to determine if reasonable cause exists to conduct an internal investigation, informal discussions regarding work performance, and meetings to discuss performance evaluations and Personal Action Forms are not internal investigations and not the subject of this Article. Nothing in this Article or agreement prohibits an employee from invoking his or her right to have a representative present during a preliminary investigation, discussion, or meeting if the employee reasonably believes disciplinary action might result.
- B. All internal investigation interrogations shall be at a reasonable hour. Seventy- two (72) hours or three (3) business days, not to include weekends, before any interview commences, the employee under investigation and the Guild shall be informed in writing of the nature of the investigation and the person in charge of the investigation, and will be allowed to bring an attorney or Guild Representative to represent him/her in the matter when the investigation may involve any discipline up to and/ or including termination of the employee. The written investigative notice shall provide sufficient detail to reasonably apprise the employee of the factual nature of the accusation.
- C. All interviews shall be limited in scope to activities, circumstances, events, conduct or actions that are the subject of the investigation. If additional information is developed on a subject not related to the initial charge(s), questioning may not commence on the additional information, and the employee and Guild shall be notified of additional charges in writing.
- D. The length of time of the interrogation shall be reasonable, and the employee being interrogated shall have the right to attend to his/her own personal physical necessities.
- E. If prior to or during an internal investigation interrogation of an employee it is determined he/ she may be charged with a criminal offense, he/ she shall immediately be informed of his/her constitutional rights.
- F. If the investigation may lead to criminal charges, the Employer shall inform the employee if he/ she is being ordered to answer questions and his/her rights under the Garrity court decision.
- G. Disciplinary actions may include, but not limited to, the following: verbal warning, written reprimand or written letters of warning, loss of accrued vacation days, suspension, demotion, or discharge. Discipline shall generally be progressive in nature except where the offense warrants higher levels of discipline.
- H. No employee shall be required to take a polygraph test and no adverse comment may be included in his/her personnel file or disciplinary hearing for his/her declining to take such polygraph test (RCW 49.44.120).
- I. Lockers or other space assigned to an employee is considered public property and may be inspected without consent, provided the employee or guild representative has a right to be present.
- J. The employee shall not be subjected to profane language, nor shall the employee be threatened with dismissal or other disciplinary punishment as a guise to obtain the resignation of the employee. The Chief of Police will endeavor to impose discipline in a manner that is least likely to embarrass the employee.

K. Investigation Timeline.

If an employee is facing discipline due to an internal investigation, the following shall govern the timeliness of the investigation:

1. Internal Investigations shall be completed within ninety (90) calendar days, subject to the provisions of paragraph 2, 3, and 4 below. In the event the internal investigation has not been completed within ninety (90) days, and no notice of extension has been provided to the Guild and employee, a grievance may be filed. In the event exigent circumstances such as an Emergency Declaration is declared by the City Manager or Governor, timelines relating to internal investigations will stop until the emergency no longer exists.
2. The Employer shall notify the employee and the Guild by way of Statement of Charges at the start of the internal investigation and upon completion of an internal investigation with a Memorandum of Finding, or a Loudermill process.
3. Internal Investigations may be extended due to determined, exigent circumstances beyond the control of the Employer or Guild. Such circumstances shall include the following: complexity of the investigation, (b) pre-scheduled, extended leave (including extended annual leave or mandatory training) or unexpected illness of personnel integral to the investigation, (c) unavailability of witnesses after reasonable efforts to locate, (d) undue delays in transcription of interview recordings, (e) delays caused by the Guild or its representatives, (f) the Chief of Police may request an extension to review completed investigation files or (g) emergencies.
4. Investigations covered by this paragraph may also be extended if the Chief of Police requests specific, additional investigation. An extension on this basis shall require the notification in paragraph 4 below and shall be only for such time necessary to complete the additional investigation but no more than thirty (30) additional days at a time without additional notification. If the reason for the additional time stated in the extension request does not fall under paragraph three (3) above, the extension must be agreed upon by the Employer and the Guild.
5. The Employer shall notify the employee being investigated and the Guild of any extension. The notification shall include the following information: (a) when the Employer anticipates completing the investigation, and (b) explanation of the reason for the extension. If the investigation is not completed on the anticipated completion date the notification shall be repeated. An extension on this basis shall be only for such time necessary to complete the additional investigation but no more than thirty (30) additional days at a time without additional notification.
6. The Employer's obligation to limit extensions of investigations under paragraph 3 shall be subject to the grievance procedure in Article 16, to include arbitration.
7. In the event an internal investigation has identified possible criminal conduct the internal investigation may be suspended pending the outcome of the criminal investigation and judicial process. This will stop all time clocks as relating to internal investigations.
8. Investigations shall be deemed completed when the employee is advised of the Employer's memorandum of findings, pre-discipline process begins (Loudermill) or in the event the investigation has determined the allegations are not sustained and a final review is completed by the Chief of Police.
9. At the conclusion of the investigation and no later than (3) business days, (not to include weekends) prior to a pre-disciplinary process, the employee and the Guild shall be advised of the results of the investigation and the recommended disposition (which may be a range of possible dispositions). The employee and the guild shall be provided with a copy of the complete investigatory file no less than (3) business days, not to include weekends, prior to the pre-disciplinary process, for the employee to prepare a response at the disposition hearing.

10. Complaints not meeting the severity of internal investigations will be investigated. Investigations arising out of these complaints shall be completed within thirty (30) calendar days and subject to the provisions of paragraph 3, and 4 above in the event the investigation requires additional time for completion. If the investigation is not completed within forty five (45) calendars days, and subject to the provisions of paragraph 3, and 4 above no discipline shall be discharged. The original complaint and all the attendant documentation shall be removed from the employee's disciplinary and personnel records. The affected employee and the Guild shall be notified in writing of the findings of these investigations within 7 business days, not including weekends, of the completion of the investigation.

L. Psychological or Medical Evaluations.

When there is reasonable suspicion to believe an employee is psychologically and/ or medically unfit to perform his/her duties, the Employer may require the employee to undergo a psychological and/ or medical examination. Any relevant medical and/ or psychological history of an employee the examining doctor requests shall be released by the employee only to the examining doctor. The doctor shall provide a written report to the City and the employee. The doctor's report shall only identify if the employee is fit for duty, needs in modifying work conditions and what modifications are recommended and the extent or duration of the modification(s). The doctor will keep all information made available to him/her confidential, following HIPAA privacy rules

As used in the above paragraph, "doctor" refers to a physician, psychologist or psychiatrist.

The Guild/Employee shall have an opportunity at its expense, to discuss with the Employer's examining professional their conclusion and reasons therefore. If the Employee believes that the conclusions of the examining professional are in error, they may obtain an additional examination at their own expense and the Employer will provide the examining professional with documents which were utilized by the Employer's examining professional. In the event, the Employee and/ or Guild seek to contest the conclusion of the first examining professional, the Employee's report shall be in writing and shall be available to the Employer.

The report shall be kept as confidential medical information and any use outside of the accommodation or fit for duty process shall be subject to a written medical release by the Employee. The Employee shall authorize the second examining professional to respond to reasonable questions clarifying the opinion, at the Employer's expense. Nothing herein prohibits the examining professionals from making safety disclosures required by law.

Should an Employee Grieve a disciplinary or discharge action taken as a result of an examination, the Employer shall allow release of the examination and supporting documents upon which it relies for the action, and all other prior examinations of the Employee.

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

M. Personnel Records.

1. **Contents.** A "personnel file" shall be defined as any file pertaining to the bargaining unit member's employment status, work history, training, disciplinary records, or other personnel related matters pertaining to the bargaining unit member. It is further understood a personnel file does not include material relating to 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.

2. The Employer will promptly notify an employee upon receipt of a public disclosure request for information in the employee's personnel file. The Employer will also provide at least (3) business days, not to include weekends, notice before releasing any requested documents. The Employer will allow the employee and the Guild the fullest possible opportunity to legally object to unwarranted disclosures.
3. Each employee's personnel files shall be open for review by the employee, provided employees shall not have the right to review polygraph, medical, psychological evaluations or supervisor's notes prepared for the purpose of tracking an employee's performance or preparing employee evaluations. The Employer shall not maintain any other personnel file exempt from an employee's review, other than those previously identified in this section.
4. Employees may request removal of certain documents pertaining to disciplinary actions from their official City personnel files. Employees must direct such requests in writing to the Chief of Police. Employees may only request removal of documents and table of content pages with reference to the specific disciplinary action(s) pertaining to suspensions of less than forty (40) hours, written reprimands, and memos of concern, provided the disciplinary action occurred at least five (5) years previous to the request and same or similar incidents have not occurred for at least five (5) years from the request. If the request meets the above criteria, the Chief of Police shall have the documents removed from the requesting employee's official City personnel file.

N. Officer involved Critical Incidents.

1. **Statement of Purpose.** The parties recognize adequate training is critical for preventing unnecessary use of force and for minimizing the impact on an employee who is involved in a critical incident.
2. The Employer recognizes its obligation to provide adequate training in this area, including the reactions of employees in critical instances and in dealing with problems that result after being involved in such an incident.
3. Any time a critical incident occurs the following will apply:
 - a. Upon arrival at a scene where use of a firearm has taken place, representatives of the Employer shall only request from the employee Public Safety Information needed to secure the scene and identify and apprehend any perpetrators of the crime who may be at large. The Employer will not question the employee(s) except to acquire the above information.
 - b. The employee involved in a critical incident will be given reasonable accommodations to have contact with any persons allowed under RCW 5.60.060 (spouse, clergy, peer support, etc.)
 - c. The case investigation will be made available to the Guild or its attorney, upon request when completed and available to the department.
 - d. The Employer must preserve a chain of custody for the weapon or weapons utilized in an incident and the employee may be immediately issued a replacement weapon or weapons (department issued weapons only) unless circumstances as determined by Command Staff deem it inappropriate to do so.
 - e. If there are multiple investigators assigned because concurrent investigations are underway, the investigators will coordinate so one investigator will be primarily responsible for the interview. All attempts will be made to minimize the need for successive interviews.
 - f. During the interview of the employee relating to a critical incident, the employee will be given reasonable breaks and periods to prepare for the interview, and be given the right to consult with legal counsel and / or guild representation prior to and during the interview upon request. If

requested, the interview may be postponed until the employee has been able to seek professional counseling before the interview takes place.

- g. If the incident is captured on video, the employee will be allowed to review the video prior to any statement being made unless the investigation has determined possible criminal culpability by the involved employee.
 - h. At the option of the Employer (considering input from the affected employee and/ or Guild Representative), the employee shall be placed on administrative duty or administrative leave. Employees placed on either of these two leaves will revert to a weekly (Monday through Friday) dayshift work schedule for interview and administrative availability.
 - i. While on administrative assignment, the employee will be allowed access to the employee's choice of counselors or doctors without loss of pay or benefits to the employee for a reasonable period determined by the employer and under medical coverage plan options.
 - j. When either the employee or the Employer believes the employee should return to the employee's regular assignment, at the Employer's option, the employee shall provide documentation from his/her counselor or doctor indicating the employee is fit to return to his/her regular duties or to modified duties. The Employer at its option may request (at their expense) an independent examination of fitness for duty.
 - k. After returning to duty, the employee will be encouraged and allowed full access to counselors without loss of pay or benefits to the employee while participating in a Department/ City approved program.
 - l. The Guild President, or his designee, will be advised as soon as possible of any change(s) or deviation from the Officer Involved Shooting (310) policy is made by the Chief of Police or his designee.
- O. **Officer/Employee Legal Representation.** The City agrees to provide a legal defense for an Employee in defense of criminal charges brought pursuant to CrRLJ 2.1(c) against the Officer for acts and/ or omissions occurring while the Officer was acting in good faith in the performance or purported failure to perform his/her official duties. If a prosecutor files criminal charges as a result of the complaint being brought pursuant to CrRLJ 2.1(c), the City's obligation to provide a legal defense shall terminate immediately, except that the reimbursement provisions of 15.P. shall apply.
- P. **Reimbursement for Legal Representation.** If an Officer is prosecuted for acts and/ or omissions occurring while the Officer was acting in good faith in the performance or purported failure to perform his/her official duties, the City shall reimburse the Officer for legal defense, in an amount up to \$100,000, if the Officer is not convicted or does not suffer any other disposition of the criminal complaint that is adverse to him or her. (e.g. An acquittal due to a finding of not guilty by reason of insanity; a dismissal by reason of incompetency, pursuant to chapter 10.77 RCW; a dismissal entered after a period of probation, suspension, or deferral of sentence; or an Alford plea.)

ARTICLE 16. REDUCTION IN FORCE PROCEDURES

- 1. Layoff and recall shall be in accordance with established rules and regulations of the Des Moines Civil Service Commission with the following exceptions:
 - A. Seniority will be determined by the employees most recent hire date in the bargaining unit and/ or job classification. In the event of two or more employees with the same date of hire, seniority will be determined by the placement on the eligibility list.
 - B. In the event of layoff, employees will be laid off in the order of their reverse seniority with the lowest seniority employees being laid off first. Seniority for officers shall be defined as time in the bargaining unit. Seniority for sergeants shall be defined as time in the classification.

- C. At the time of any layoff, sergeants may be given an opportunity to accept a reduction to the next lower rank in lieu of layoff. Such employees shall have bumping rights over the employee in the next lower rank with a lesser amount of seniority within the bargaining unit.
 - D. Employees laid off or demoted in lieu of layoff shall be placed on a reinstatement list for the classification from which the layoff/ demotion took place.
 - E. Members who are demoted in lieu of layoff shall remain on the reinstatement list indefinitely. These members will be reinstated to their previous promotional positions in opposite order of their demotion as positions become available. Once all members have been restored to their previous rank, the department may then proceed with routine testing for future promotions.
 - F. Members who are laid off shall remain on the reinstatement list for a maximum of twenty-four (24) Months. Laid off employees who are offered reinstatement will receive a conditional offer of reinstatement, provided they are qualified for the position. Members who refuse a conditional offer of reinstatement will be removed from the reinstatement list and not have a right to the next available position.
 - G. An individual will lose rights to reinstatement and/ or be removed from the reinstatement list if he commits an act that would be cause for termination of employment or if he loses his/her commission as a general authority law enforcement officer.
 - H. Appointments from the reinstatement list shall be made in reverse order of the layoff. The employee on the reinstatement list who has the most seniority shall be reinstated first.
2. Employees with the potential of being laid off or demoted will be given at least ninety (90) days' notice prior to the layoff/ demotion.

ARTICLE 17. GRIEVANCE PROCEDURE

Section 1. Intent

It is the desire of the City, its management, Guild and its members to resolve grievances that may arise during the term of this Agreement informally and at the lowest level possible. A "grievance" means a claim or dispute by an employee (or the Guild in the case of Guild rights) with respect to the interpretation or application of an express provision of this agreement. Except as provided in Section 4 of this Article, disciplinary actions are not subject to the grievance procedure beyond Step 2. Any step in the grievance process may be skipped upon mutual written agreement of both the Guild and the City.

Section 2. Procedure

- Step 1. An Employee must present a grievance in writing within twenty-one (21) calendar days of its alleged occurrence to a Commander. The written grievance shall include a statement of the issue, the section of the Agreement violated and the remedy sought. The Commander shall attempt to resolve it and respond in writing within seven (7) calendar days after it is presented. If the grievance is not pursued to the next level within fourteen (14) calendar days in writing from the date of the written response from the Commander, it shall be presumed resolved.
- Step 2. If the Employee is not satisfied with the solution by the Commander, the grievance, in writing, may be presented within fourteen (14) calendar days of the Commander's response to the Chief of Police by a Guild representative. The written grievance shall include a statement of the issue, a chronological listing of the pertinent events that took place, the section of the Agreement violated and the remedy sought. Such information shall be submitted on an official grievance form, which shall be provided by the Guild. The Chief of Police shall attempt to

resolve the grievance and respond in writing within fourteen (14) calendar days after it has been presented.

Step 3. If the Employee and/ or the Guild is not satisfied with the solution by the Chief of Police, the grievance may be presented within fourteen (14) calendar days to the City Manager. The City Manager shall attempt to resolve and respond in writing to the grievance within seven (7) calendar days after it is presented.

Step 4. If the grievance is not resolved by the City Manager, the grievance may, within fifteen (15) calendar days, be referred to a mediator. The Guild or the City Manager shall forward a request to the executive director of the Public Employment Relations Commission (PERC) to assign a mediator from his or her staff. Upon designation of the mediator, the parties will make every attempt to schedule a date for mediation within fifteen (15) days.

- a. Proceedings before the mediator shall be confidential and informal in nature. No transcript or other official record of the mediation conference shall be made.
- b. The mediator shall attempt to ensure that all necessary facts and considerations are revealed. The mediator shall have the authority to meet jointly and/ or separately with the parties and gather such evidence as deemed necessary.
- c. The mediator shall not have the authority to compel resolution of the grievance. If the mediator is successful in obtaining agreement between the parties, he/ she shall reduce the grievance settlement to writing. Said settlement shall not constitute a precedent unless both parties so agree.
- d. If mediation fails to settle the dispute, the mediator may not serve as an arbitrator in the same matter nor appear as a witness for either party. Nothing said or done in mediation may be referred to or introduced into evidence at any subsequent arbitration hearing.

Step 5. **Arbitration Procedure.** If the grievance is not settled in accordance with the foregoing procedures, the Guild or Employer may refer the grievance to arbitration within thirty (30) calendar days after the completion of mediation or in the event mediation is bypassed, within thirty (30) calendar days after completion of Step 3. If the request for arbitration is not filed by the Guild staff representative or the Employer within thirty (30) calendar days, the Guild or Employer waives its right to pursue the grievance through the arbitration procedure. The City and the Guild shall attempt to select a sole arbitrator by mutual agreement. In the event the parties are unable to agree upon an arbitrator, either party may request the Public Employment Relations Commission (PERC) to submit a panel of nine (9) arbitrators. Both the City representative and the Guild representative shall have the right to strike four (4) names from the panel. The party striking the first name shall be determined by a flip of a coin. The other party shall then strike the next name and so on. The remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Guild requesting that he/ she set a time and place subject to the availability of the City and the Guild representatives. The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this agreement. He/ she shall consider and decide only the specific issue submitted to him/her in writing by the City and the Guild, and shall have no authority to make a decision on any other issue not submitted to him/her. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding. Each party shall be responsible for compensating its own representatives and witnesses.

Section 3. Special Provisions.

- A. The cost of the arbitration shall be borne equally by the parties including the arbitrator's fees and expenses, room rental and cost of record. Each party shall bear the cost of the preparation and presentation of its own case.
- B. The term "Employee" as used in this article shall mean an individual employee, a group of employees, and/ or their Guild representative.
- C. An aggrieved party shall be granted time off without loss of pay for the purpose of attending a hearing on a grievance.
- D. A grievance may be entertained in, or advanced to, any step in the grievance procedure if the parties so jointly agree.
- E. The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties.
- F. Any grievance shall be considered settled at the completion of any step if the Employee is satisfied or deemed withdrawn if the matter is not appealed within the prescribed period of time.
- G. Grievance claims involving retroactive compensation shall be limited to one hundred twenty (120) days prior to the written submission of the grievance.

Section 4. Discipline

Disciplinary actions at a level of suspension or greater may be processed through the grievance procedure established under this Article, provided that, in no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by Department Policy, City Ordinance or other applicable law.

An employee covered by this Agreement must -- upon initiating objections relating to disciplinary action at a level equal to a suspension of eight (8) hours of work or more, demotion or termination-use either the grievance procedure established under this Agreement or pertinent Civil Service procedures regarding disciplinary appeals. Should the employee attempt to adjudicate their objections(s) relating to a disciplinary action through both the grievance procedure and the Civil Service Commission, the grievance shall be considered withdrawn upon first notice that an appeal has been filed with the Civil Service Commission.

The time period for filing a grievance regarding disciplinary action that is subject to appeal under this Agreement, as well as the standard of review, shall be the same as that provided in a disciplinary appeal that may be filed with the Civil Service Commission. A grievance regarding disciplinary action may only be filed by a signatory of this Agreement. Grievances regarding discipline shall proceed through steps 1 through 3, as appropriate, of the grievance process. In the event the grievance is not resolved at one of the first three steps, the Guild and the City agree that Step 4, Mediation, shall be skipped and the grievance shall proceed per the provisions of Step 5, Arbitration.

ARTICLE 18. INSURANCE PROTECTION

If an action or proceeding for damages is brought against an employee arising from acts or omissions made while acting or, in good faith purporting to act, within the scope of the employee's official duties, then the City will provide a defense of the action or proceeding for the employee and indemnify the employee from any damages arising from such an action or proceeding. This protection shall also apply for any claims or suits arising from an employee's authorized off duty employment within the city limits of Des Moines; provided such claim or suit results from acts or omissions made while acting or, in good faith purporting to act, within the scope of the employee's official duties as a Des Moines Police Officer. This shall not preclude the City from recovering losses, to the extent coverage is otherwise provided by the off duty Employer or his insurer. Indemnity and defense shall not be provided by the City for any dishonest, unlawful, fraudulent, criminal, or malicious act.

ARTICLE 19. OFF DUTY EMPLOYMENT

Off duty supplemental overtime pay is defined to address overtime worked by employees while off-duty (hereafter referred as "supplemental overtime"), which is funded and paid by external third parties. The City will document, process and record all such supplemental overtime. The City agrees to perform the scheduling, bookkeeping and reporting functions of such supplemental overtime for the City of Des Moines commissioned officers. The employees will hereafter be paid for such supplemental shifts through City payroll and be subject to all applicable payroll related taxes and benefits deductions.

- A. **City overtime** is defined as additional hours of work for City staffing purposes or additional staffing needed due to special events planned, organized and funded by the City of Des Moines.
- B. **Supplemental overtime** is defined as additional hours of work which are planned/organized, funded and paid by an independent third party (hereafter referred as "non-City related events"). These are generally events which are not funded or paid by the City. Examples of supplemental overtime include, but are not limited to, security for a private business, security for a private party/event, personal protection for a non-government official, or traffic control at construction sites.
- C. Any employee who has passed their new hire probationary period is eligible to work supplemental overtime.
- D. An employee's conduct while working supplemental overtime shall be considered on-duty conduct. Employees working supplemental overtime shall be subject to all policies, procedures, practices and standards of the City and the Des Moines Police Department, and shall be subject to all laws, rules, and regulations of the State of Washington and/or the Federal Government applicable to police work and law enforcement. Failure to abide by applicable laws, rules, regulations, policies, procedures, practices and standards may subject the officer to disciplinary action up to and including termination of employment. The officer will be afforded all applicable protections as provided by the collective bargaining agreement, Des Moines Civil Service rules and City and Department policies and procedures for conduct that arises while working supplemental overtime.
- E. No employee may work supplemental overtime while on State or City sick leave.
- F. The Chief retains the right to restrict officers from working supplemental overtime with cause (i.e. disciplinary action, documented performance concerns, paid administrative leave, etc.).
- G. Employees working or scheduled to work supplemental overtime may be redirected, at the discretion of the Chief, to cover City overtime, Des Moines Police Department functions and emergencies. City overtime shall be paid at the officers' regular overtime rate, as applicable, per the collective bargaining agreement.

- H. Supplemental overtime worked shall only be paid and shall not be eligible for compensatory time accrual.
- I. The minimum number of hours for each supplemental overtime shift/assignment shall be four (4) hours.
- J. Compensation for supplemental overtime is worked for and paid by an independent third party, and is therefore, exempt from Fair Labor Standards Act (FLSA) and Minimum Wage Act (MWA) overtime calculations. Supplemental overtime hours and pay shall not be included in the calculation of City overtime obligations.
- K. The supplemental overtime rate will be a flat base rate calculated annually on January 1 and will remain in effect until December 31st of the same year.
- L. The rate of pay shall be calculated as follows:
 - a. Take an average of all active officers (excluding Sergeants and Master Sergeants) hourly base pay rate, to include all premiums and employees' portion of all applicable payroll taxes (Medicare, Social Security replacement plan) and times it by one and one half (1-1/2) for an average hourly base pay rate.
 - b. Such supplemental overtime pay less applicable payroll taxes will be included in the employee's regular paycheck from the City. Applicable payroll taxes to be deducted from the employee's supplemental overtime earnings shall include the employee's portion of payroll taxes (i.e. Social Security replacement plan, Medicare, WA State LEOFF retirement, etc.).
 - c. The City shall report supplemental overtime earnings and deductions to the appropriate governmental agencies.
- M. The third party employer shall pay the City for all supplemental overtime hours worked at a mutually agreed upon contract rate. This contract rate shall include the employer's portion of applicable payroll taxes plus up to a ten (10%) percent administrative fee.
- N. If a supplemental overtime shift is canceled, the City agrees to make a reasonable effort to notify employees of such changes at least ten (10) hours prior to the start time of the supplemental overtime shift, provided the City has advance knowledge of such changes.
- O. This article does not apply to off-duty additional employment work with volunteer groups or if an employee wishes to take additional employment during off-duty hours. Time worked in off-duty additional employment, is not recognized as hours worked on duty or as off duty supplemental overtime pay as defined by this Article. An employee who wishes to take off-duty additional employment during off-duty hours must first submit a written request seeking approval to the Chief of Police and receive the Chief's approval before accepting the employment. In doing so, the employee will; (1) name the company and/or employer, (2) fully describe the nature of the work to be performed, (3) list hours of work, and (4) obtain from the company/employer an agreement in a form approved by the City that indemnifies, releases and holds the City harmless from any liability arising from the employee's discharge of his/her duties as an employee of the company/employer.

ARTICLE 20. RETIREE RIGHTS

Effective the first of the month after ratification of this agreement. An employee separating from service in good standing with five (5) or more years of service with the Des Moines Police Department, and who meets LEOFF eligibility requirements to receive retirement benefits will receive a retiree badge and commission card from their last duty assignment served.

An employee separating from service, in good standing with twenty (20) or more years of service as a

Commissioned and/ or Certified Police Officer, and the last five (5) or more years of service with Des Moines Police Department, and who meets meeting LEOFF eligibility requirements to receive retirement benefits will additionally receive their duty weapon at retirement.

The Chief of Police shall have the discretion to issue or deny department equipment to the retiree under certain and/ or exceptional circumstances.

ARTICLE 21. ENTIRE AGREEMENT

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.

ARTICLE 22. SAVINGS CLAUSE

If any provision of the 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 23. BENEFIT PLANS

A. Medical, Dental, and Vision: Regular full-time employees and regular part-time employees budgeted for thirty (30) or more hours per week shall be eligible to participate in the City's health insurance plans. Premiums shall be paid by the City on behalf of all full-time employees and all part-time employees budgeted for thirty (30) or more hours per week according to the following schedule:

1. Guild members will participate in their choice of the following medical plans:
 - LEOFF Health and Welfare Trust Plan F
 - AWC Kaiser Permanente \$20 Copay Plan
2. Effective January 1, 2019, through December 31, 2021, the City will pay one hundred percent (100%) of the premiums for the applicable medical plans listed in Sections 23.A.1.; and each employee, as a payroll deduction, shall reimburse the City for the following employee's premium share percentage: a minimum of five percent (5%) of the employee premium and a minimum of ten percent (10%) of the spouse and dependents' premiums, subject to Section 23 B. below.
3. If an employee opts out of the City's medical plans entirely, the employee will receive their choice of cash or Section 457 deferred compensation payments in lieu of the medical benefits. Such payment will be equal to twenty-five percent (25%) of the City's savings, based on the LEOFF Trust Plan F medical premiums plus the HRA-VEBA contributions the City would have paid for the employee and any spouse and/ or dependents who are eligible for City medical coverage. To be eligible for such payments, the employee must provide proof of comprehensive group medical coverage through an employer or other entity that covers all individuals in a group. Individual medical insurance purchased on an individual or family basis does not qualify under this option.
4. In 2019, 2020, and 2021, the City will provide a Health Reimbursement Arrangement Voluntary Benefit Arrangement (HRA-VEBA) with an annual City contribution of seven hundred and fifty dollars (\$750) for employee only or twelve hundred and fifty dollars (\$1250) for employee and one (1) or more dependents. For new hire employees, HRA-VEBA funding will be prorated based on the number of months covered for the remainder of the calendar year.

5. One-hundred percent (100%) of the premium for Washington Dental Service (WDS) Basic Plan F as provided by AWC.
 6. One-hundred percent (100%) of the premium for Orthodontia Option II as provided by AWC for all children required to be covered by dental plans at a level of one thousand (\$1,000) dollars lifetime coverage.
 7. For those employees who enroll in Kaiser Permanente \$20 Copay Plan, one-hundred percent (100%) of the premium for the twenty-five (\$25) deductible Vision Service Plan (VSP) as provided by AWC. Vision coverage is included in the LEOFF Trust Plan F medical plan.
- B. **Medical Premium Increase.** The City shall cover any increases to health insurance premiums up to eight (8.0%) percent annually. The City and the employees shall equally split any increases above eight (8.0%) percent. If the health insurance premiums increase by more than eight (8.0%), the parties will meet and confer regarding alternative health insurance options.
- C. **401 Plan, Long Term Disability, SIB, AD&D and Life Insurance:**
In lieu of Social Security, all Employees are covered under a qualified 401(a) retirement plan administered by ICMA-RC. The City will continue to contribute an amount equal to 6.52% of the employee's wage, while the employee contributes an amount equivalent to the current employee Social Security deduction rate.

To qualify for this program Employees must be full-time or regular part-time and work a minimum of thirty (30) hours per week.

In lieu of Social Security disability and survivor benefits, the City covers all regular full-time employees and regular part-time employees budgeted for thirty (30) or more hours per week under the Long Term Disability (LTD) and Survivors Income Benefit (SIB) Plans. The City will continue to pay one hundred (100%) percent of premiums for the SIB program and employees shall pay one-hundred percent (100%) of the premium for the LTD program through payroll deduction on a post-tax basis, reimbursed by the City.

In addition to the LTD and SIB coverage, the City will provide for each Guild employee Term Life Insurance, with Accidental Death and Dismemberment (AD&D) coverage, in an amount equal to one and one-half times (Ph. x) each member's annual salary, excluding overtime but including educational pay. The City and Guild agree the City will be responsible for any future increased cost and will also retain any savings resulting from a decrease in the cost of the premium.

ARTICLE 24. COMPENSATION

- A. For **2019**, base wages shall increase by 3.25%.
- B. For **2020**, base wages shall increase by 3.00 %.
- C. For **2021**, base wages shall increase by 3.00 %.
- D. **PTO Training Officers.** PTO training officers' incentive pay will be five (5%) percent. To qualify for the incentive pay, a training officer must have an active assigned trainee employee (lateral or entry level) a minimum of 24 hours per qualifying pay period or must have an active assigned trainee reserve officer a minimum of 12 hours per qualifying pay period. The Employer will not unreasonably create or alter work schedules for the purpose of preventing a PTO Training Officer from attaining the 24 hours in a single pay period. The Guild and its members will not unreasonably seek to alter or modify work schedules or assignments for the purpose of increasing the number of PTO Training Officers who will attain the 12 or 24 hours in a single pay period.

- E. **Educational Incentives.** Educational incentive pay will be paid to Employees with a qualifying AA or AS degree equal to 2.5% base pay, 4% for a BA or BS degree, and 5% for an MA, MS, MPA; or JD. Qualifying degrees are Police Science, Political Science, Sociology, Psychology, Community Service, Business Administration, Criminology, Law, Criminal Justice, Public Administration, and any other degrees approved by the Chief of Police. Employees currently earning educational incentives for degrees other than those listed will continue to receive such pay and the increases itemized in this Agreement.
- F. **Military Paid Leave of Absence.** An employee who is a member of the reserves or any branch of the uniformed service, who is ordered to involuntary active duty by the United States government, thus requiring a leave of absence from his or her City position, and who has exhausted annual military leave as provided by RCW 38.40.060 will be granted a paid leave of absence from their City position at their regular base rate of pay including educational incentive pay less the amount of military pay to which they are entitled.

ARTICLE 25. TERM OF AGREEMENT

Changes to Article 24. Compensation will become effective January 1, 2019. The remainder of this Agreement shall become effective immediately upon the signing of this document. This agreement shall remain in full force and effect through December 31, 2021.

Approved this 23 day of May, 2019.



Michael Matthias,
City Manager



Justin Cripe, President
Des Moines Police Guild

APPROVED AS TO FORM



APPENDIX A								
2019 DES MOINES POLICE GUILD PAY SCHEDULE			A	B	C	D	E	F
ANIMAL CONTROL COMMUNITY SERVICE	P16	Annual	\$ 52,464	\$ 55,092	\$ 57,852	\$ 60,744	\$ 63,780	
		Monthly	\$ 4,372	\$ 4,591	\$ 4,821	\$ 5,062	\$ 5,315	
		Hourly	\$ 25.22	\$ 26.49	\$ 27.81	\$ 29.20	\$ 30.66	
CSO/CODE ENFORCEMENT OFFICER MASTER ANIMAL CONTROL I POLICE OFFICER I	P20	Annual	\$ 61,356	\$ 64,428	\$ 67,644	\$ 71,028	\$ 74,580	\$ 76,068
		Monthly	\$ 5,113	\$ 5,369	\$ 5,637	\$ 5,919	\$ 6,215	\$ 6,339
		Hourly	\$ 29.50	\$ 30.98	\$ 32.52	\$ 34.15	\$ 35.86	\$ 36.57
MASTER ANIMAL CONTROL II	P21	Annual			\$ 70,368	\$ 73,884	\$ 77,580	
		Monthly			\$ 5,864	\$ 6,157	\$ 6,465	
		Hourly			\$ 33.83	\$ 35.52	\$ 37.30	
POLICE OFFICER II	P22	Annual			\$ 76,116	\$ 79,920	\$ 83,916	
		Monthly			\$ 6,343	\$ 6,660	\$ 6,993	
		Hourly			\$ 36.59	\$ 38.42	\$ 40.34	
MASTER POLICE OFFICER I	P25	Annual			\$ 85,632	\$ 89,916	\$ 94,416	\$ 96,300
		Monthly			\$ 7,136	\$ 7,493	\$ 7,868	\$ 8,025
		Hourly			\$ 41.17	\$ 43.23	\$ 45.39	\$ 46.30
MPO II	P26	Annual		\$ 84,816	\$ 89,052	\$ 93,504	\$ 98,184	\$ 100,152
		Monthly		\$ 7,068	\$ 7,421	\$ 7,792	\$ 8,182	\$ 8,346
		Hourly		\$ 40.78	\$ 42.81	\$ 44.95	\$ 47.20	\$ 48.15
MPO III	P27	Annual		\$ 88,200	\$ 92,616	\$ 97,248	\$ 102,108	
		Monthly		\$ 7,350	\$ 7,718	\$ 8,104	\$ 8,509	
		Hourly		\$ 42.40	\$ 44.53	\$ 46.75	\$ 49.09	
SERGEANT	P28	Annual	\$ 87,372	\$ 91,740	\$ 96,324	\$ 101,136	\$ 106,188	
		Monthly	\$ 7,281	\$ 7,645	\$ 8,027	\$ 8,428	\$ 8,849	
		Hourly	\$ 42.01	\$ 44.11	\$ 46.31	\$ 48.62	\$ 51.05	
SERGEANT	P29	Annual			\$ 100,176	\$ 105,180	\$ 110,436	
		Monthly			\$ 8,348	\$ 8,765	\$ 9,203	
		Hourly			\$ 48.16	\$ 50.57	\$ 53.09	
MASTER SERGEANT I	P30	Annual			\$ 104,172	\$ 109,380	\$ 114,852	\$ 117,144
		Monthly			\$ 8,681	\$ 9,115	\$ 9,571	\$ 9,762
		Hourly			\$ 50.08	\$ 52.59	\$ 55.22	\$ 56.32

APPENDIX A								
2020 DES MOINES POLICE GUILD PAY SCHEDULE			A	B	C	D	E	F
ANIMAL CONTROL		Annual	\$ 54,060	\$ 56,760	\$ 59,604	\$ 62,580	\$ 65,712	
		Monthly	\$ 4,505	\$ 4,730	\$ 4,967	\$ 5,215	\$ 5,476	
		Hourly	\$ 25.99	\$ 27.29	\$ 28.66	\$ 30.09	\$ 31.59	
COMMUNITY SERVICE		Annual	\$ 63,228	\$ 66,384	\$ 69,708	\$ 73,188	\$ 76,848	\$ 78,384
		Monthly	\$ 5,269	\$ 5,532	\$ 5,809	\$ 6,099	\$ 6,404	\$ 6,532
		Hourly	\$ 30.40	\$ 31.92	\$ 33.51	\$ 35.19	\$ 36.95	\$ 37.68
MASTER ANIMAL CONTROL I		Annual			\$ 72,528	\$ 76,152	\$ 79,956	
		Monthly			\$ 6,044	\$ 6,346	\$ 6,663	
		Hourly			\$ 34.87	\$ 36.61	\$ 38.44	
MASTER ANIMAL CONTROL II		Annual			\$ 78,456	\$ 82,380	\$ 86,496	
		Monthly			\$ 6,538	\$ 6,865	\$ 7,208	
		Hourly			\$ 37.72	\$ 39.61	\$ 41.58	
POLICE OFFICER I		Annual			\$ 88,260	\$ 92,676	\$ 97,308	\$ 99,252
		Monthly			\$ 7,355	\$ 7,723	\$ 8,109	\$ 8,271
		Hourly			\$ 42.43	\$ 44.56	\$ 46.78	\$ 47.72
POLICE OFFICER II		Annual		\$ 87,420	\$ 91,788	\$ 96,372	\$ 101,196	\$ 103,224
		Monthly		\$ 7,285	\$ 7,649	\$ 8,031	\$ 8,433	\$ 8,602
		Hourly		\$ 42.03	\$ 44.13	\$ 46.33	\$ 48.65	\$ 49.63
MPO II		Annual		\$ 90,900	\$ 95,448	\$ 100,224	\$ 105,240	
		Monthly		\$ 7,575	\$ 7,954	\$ 8,352	\$ 8,770	
		Hourly		\$ 43.70	\$ 45.89	\$ 48.18	\$ 50.60	
MPO III		Annual	\$ 90,048	\$ 94,548	\$ 99,276	\$ 104,244	\$ 109,452	
		Monthly	\$ 7,504	\$ 7,879	\$ 8,273	\$ 8,687	\$ 9,121	
		Hourly	\$ 43.29	\$ 45.46	\$ 47.73	\$ 50.12	\$ 52.62	
SERGEANT		Annual			\$ 103,236	\$ 108,396	\$ 113,820	
		Monthly			\$ 8,603	\$ 9,033	\$ 9,485	
		Hourly			\$ 49.63	\$ 52.11	\$ 54.72	
SERGEANT		Annual			\$ 107,364	\$ 112,728	\$ 118,368	\$ 120,732
		Monthly			\$ 8,947	\$ 9,394	\$ 9,864	\$ 10,061
		Hourly			\$ 51.62	\$ 54.20	\$ 56.91	\$ 58.04
MASTER SERGEANT I								

APPENDIX A								
2021 DES MOINES POLICE GUILD PAY SCHEDULE			A	B	C	D	E	F
ANIMAL CONTROL COMMUNITY SERVICE	Annual	\$ 55,680	\$ 58,464	\$ 61,392	\$ 64,464	\$ 67,692		
	Monthly	\$ 4,640	\$ 4,872	\$ 5,116	\$ 5,372	\$ 5,641		
	Hourly	\$ 26.77	\$ 28.11	\$ 29.52	\$ 30.99	\$ 32.54		
CSO/CODE ENFORCEMENT OFFICER MASTER ANIMAL CONTROL I POLICE OFFICER I	Annual	\$ 65,124	\$ 68,376	\$ 71,796	\$ 75,384	\$ 79,152	\$ 80,736	
	Monthly	\$ 5,427	\$ 5,698	\$ 5,983	\$ 6,282	\$ 6,596	\$ 6,728	
	Hourly	\$ 31.31	\$ 32.87	\$ 34.52	\$ 36.24	\$ 38.05	\$ 38.82	
MASTER ANIMAL CONTROL II	Annual			\$ 74,688	\$ 78,420	\$ 82,344		
	Monthly			\$ 6,224	\$ 6,535	\$ 6,862		
	Hourly			\$ 35.91	\$ 37.70	\$ 39.59		
POLICE OFFICER II	Annual			\$ 80,808	\$ 84,852	\$ 89,100		
	Monthly			\$ 6,734	\$ 7,071	\$ 7,425		
	Hourly			\$ 38.85	\$ 40.79	\$ 42.84		
MASTER POLICE OFFICER I	Annual			\$ 90,900	\$ 95,448	\$ 100,224	\$ 102,228	
	Monthly			\$ 7,575	\$ 7,954	\$ 8,352	\$ 8,519	
	Hourly			\$ 43.70	\$ 45.89	\$ 48.18	\$ 49.15	
MPO II	Annual		\$ 90,036	\$ 94,536	\$ 99,264	\$ 104,232	\$ 106,320	
	Monthly		\$ 7,503	\$ 7,878	\$ 8,272	\$ 8,686	\$ 8,860	
	Hourly		\$ 43.29	\$ 45.45	\$ 47.72	\$ 50.11	\$ 51.12	
MPO III	Annual		\$ 93,636	\$ 98,316	\$ 103,236	\$ 108,396		
	Monthly		\$ 7,803	\$ 8,193	\$ 8,603	\$ 9,033		
	Hourly		\$ 45.02	\$ 47.27	\$ 49.63	\$ 52.11		
SERGEANT	Annual	\$ 92,748	\$ 97,380	\$ 102,252	\$ 107,364	\$ 112,728		
	Monthly	\$ 7,729	\$ 8,115	\$ 8,521	\$ 8,947	\$ 9,394		
	Hourly	\$ 44.59	\$ 46.82	\$ 49.16	\$ 51.62	\$ 54.20		
SERGEANT	Annual			\$ 106,344	\$ 111,660	\$ 117,240		
	Monthly			\$ 8,862	\$ 9,305	\$ 9,770		
	Hourly			\$ 51.13	\$ 53.68	\$ 56.37		
MASTER SERGEANT I	Annual			\$ 110,592	\$ 116,124	\$ 121,932	\$ 124,368	
	Monthly			\$ 9,216	\$ 9,677	\$ 10,161	\$ 10,364	
	Hourly			\$ 53.17	\$ 55.83	\$ 58.62	\$ 59.79	

APPENDIX B
PAY STEP PLACEMENT

- 1) Police Officer **Recruit** shall start at Range 20B.
- 2) Police Officer **Recruit** shall then progress to Range 20C after successful completion of training phases 1 and 2 (PTO).
- 3) Police Officer **Recruit** may progress to 200 after one year satisfactory performance at Range 20C.
- 4) **Lateral** Entry Officers who start at P20B move to P22C after one-year satisfactory performance.
- 5) **Lateral** Officers who start at P20C move to P22D after one-year satisfactory performance.
- 6) **Lateral** Officers who start at P20D or E move to P22E after one year satisfactory performance.
- 7) Step F for **Master Police Officer I**, the 2 % increase is after 7 years total LE with 3 years FTE with DMPD.
- 8) Step F for **Master Police Officer II**, the increase is after 11 years total LE with 5 years FTE with DMPD.
- 9) P27E Step for **Master Police Officer III**, the increase is after 13 years total LE with 7 years FTE with DMPD.
- 10) Step F for **Master Community Service Officer I**, the 2% increase is after 7 years FTE with DMPD.
- 11) Step F for **Master Animal Control Officer I**, the increase is after 7 years FTE with DMPD.
- 12) Step F for **Master Sergeant I**, the increase is after 1.5 years at E s t e p .