

2016 – 2018

Collective Bargaining Agreement

between

City of Pasco

and

**Pasco Police Officer's Association
Uniformed Employees**

TABLE OF CONTENTS

| | PAGE |
|---|------|
| WITNESSETH..... | 1 |
| ARTICLE 1 RECOGNITION | 1 |
| ARTICLE 2 TERM AND SCOPE OF AGREEMENT..... | 1 |
| ARTICLE 3 MANAGEMENT RIGHTS..... | 1 |
| ARTICLE 4 PERFORMANCE OF DUTY | 2 |
| ARTICLE 5 GRIEVANCE PROCEDURE | 3 |
| Section 1. Written Grievance to Sergeant..... | 3 |
| Section 2. Written Grievance to Division Captain..... | 3 |
| Section 3. Grievance Appealed to Chief of Department..... | 3 |
| Section 4. Grievance Appealed to City Manager | 3 |
| Section 5. Grievance Appealed to Arbitration..... | 3 |
| Section 6. Special Provisions..... | 4 |
| ARTICLE 6 DAYS OFF EXCHANGE..... | 5 |
| Section 1. Shift Exchange..... | 5 |
| Section 2. No Overtime Liability | 5 |
| ARTICLE 7 SICK LEAVE..... | 5 |
| Section 1. Purpose..... | 5 |
| Section 2. LEOFF II..... | 5 |
| a. Accrual of Sick Leave | 5 |
| b. Probationary Employee Accrual and Use of Sick Leave..... | 5 |
| i. Reporting..... | 5 |
| c. Sick Leave with Pay..... | 5 |
| i. Reporting..... | 5 |
| ii. Medical Certification..... | 5 |
| iii. Medical Examination | 6 |
| d. Sick Leave – Payment in Lieu Thereof..... | 6 |
| Section 4. Illnesses of Family Members | 6 |
| a. Serious Illness..... | 6 |
| b. Definition Family | 6 |
| c. Definition Serious Illness..... | 6 |
| d. Definition Children | 7 |
| Section 5. Return to Work/Light Duty | 7 |
| a. Work Assignments..... | 7 |
| b. Rate of Pay/Required Duty | 7 |
| ARTICLE 8 OVERTIME | 7 |
| Section 1. Overtime Threshold and Rate | 7 |

| | | |
|-------------------|--|-----------|
| Section 2. | Payment for Call-back, Court and Training | 7 |
| Section 3. | Other Rules | 7 |
| a. | Travel Time | 7 |
| b. | Sick Leave | 7 |
| c. | Vacation Leave..... | 8 |
| d. | Military Leave | 8 |
| e. | Witness Fees..... | 8 |
| f. | Civil Payments | 8 |
| Section 4. | Compensatory Time Accrual | 8 |
| Section 5. | Compensatory Time Use..... | 8 |
| Section 6. | Compensatory Time Annual Conversion..... | 8 |
| Section 7. | | 9 |
| ARTICLE 9 | BEREAVEMENT..... | 9 |
| ARTICLE 10 | MEDICAL, DENTAL, LIFE INSURANCE | 9 |
| Section 1. | Medical and Dental Insurance for Employees and Dependents..... | 9 |
| Section 2. | Vision Care | 9 |
| Section 3. | Life Insurance | 9 |
| Section 4. | Medical Trust..... | 9 |
| ARTICLE 11 | HOURS OF WORK..... | 10 |
| Section 1. | Duty Schedule..... | 10 |
| ARTICLE 12 | CLOTHING ALLOWANCE..... | 10 |
| Section 1. | Quartermaster System | 10 |
| a. | Uniform Items | 10 |
| b. | Weapon Items and Equipment | 10 |
| c. | Leather or Synthetic Leather Gear Items | 11 |
| Section 2. | Replacement of Issued Items | 11 |
| Section 3. | Uniform Shoes/Boots | 11 |
| Section 4. | Plain Clothes | 11 |
| ARTICLE 13 | WORKING OUT OF CLASSIFICATION | 11 |
| ARTICLE 14 | HOLIDAYS AND VACATIONS..... | 12 |
| Section 1. | Vacations..... | 12 |
| a. | Vacation Accrual..... | 12 |
| b. | Accumulation of Vacation..... | 12 |
| c. | Vacation Cash-out..... | 12 |
| d. | Probationary Employees..... | 12 |
| Section 2. | Floating Holiday | 12 |
| Section 3. | Holidays | 12 |
| ARTICLE 15 | WAGES..... | 13 |
| Section 1. | 2016 Wages | 13 |
| Section 2. | 2017 Wages | 13 |
| Section 3. | 2018 Wages | 13 |
| Section 4. | Corporal and Sergeants | 13 |

| | | |
|-------------------|--|-----------|
| Section 5. | Longevity | 13 |
| Section 6. | Deferred Compensation | 14 |
| Section 7. | Detectives | 14 |
| Section 8. | Detective Sergeants | 14 |
| Section 9. | Patrol Training Officers..... | 14 |
| Section 10. | SWAT | 14 |
| Section 11. | Certified Instructors | 14 |
| ARTICLE 16 | POLICE ACADEMY ATTENDANCE..... | 14 |
| Section 1. | Overtime..... | 14 |
| Section 2. | Transportation..... | 14 |
| Section 3. | Allowance | 14 |
| ARTICLE 17 | SAVINGS CLAUSE | 15 |
| ARTICLE 18 | POLICE OFFICER CAREER DEVELOPMENT PLAN..... | 15 |
| Section 1. | Tuition Reimbursement..... | 15 |
| Section 2. | Monthly Premium..... | 15 |
| a. | Police Officer, Sergeants, and Corporals | 15 |
| ARTICLE 19 | BILINGUAL INCENTIVE..... | 16 |
| ARTICLE 20 | PHYSICAL EXAMINATION..... | 16 |
| Section 1. | Required | 16 |
| ARTICLE 21 | K-9 OFFICER | 16 |
| Section 1. | Off-Duty Time | 16 |
| Section 2. | FLSA | 16 |
| Section 3. | Payment..... | 16 |
| Section 4. | Serious Illness or Injury..... | 16 |
| ARTICLE 22 | SUBSTANCE-FREE WORK PLACE POLICY | 16 |
| ARTICLE 23 | FEDERAL FAMILY AND MEDICAL LEAVE ACT OF 1993..... | 16 |
| Section 1. | Administrative Order Number 231 | 16 |
| Section 2. | Notice Required | 16 |
| Section 3. | Conflict..... | 16 |
| ARTICLE 24 | PREVAILING RIGHTS | 17 |
| ARTICLE 25 | SHIFT BIDDING | 17 |
| ARTICLE 26 | LAYOFFS | 17 |
| ARTICLE 27 | PHYSICAL FITNESS..... | 17 |

2016 - 2018
COLLECTIVE BARGAINING AGREEMENT
between
CITY OF PASCO
and
PASCO POLICE OFFICER'S ASSOCIATION

This Agreement is made and entered into by and between the City of Pasco, Washington, hereinafter referred to as the "Employer," and the Pasco Police Officer's Association, hereinafter referred to as the "Association."

WITNESSETH:

It is recognized that continued harmonious relations are essential between the Employer and the Association. It is the intent of the Association to maintain the past excellent relationship and meet any differences that may arise in a rational, common sense manner.

ARTICLE 1 - Recognition

The Employer recognizes that the Association is the exclusive bargaining representative for all the employees of the Pasco Police Department in the civil service classifications of sergeant, corporal, and police officer.

"Employee(s)" as used herein means and is limited to police department employees employed in the civil service classifications of sergeant, corporal, and police officer.

ARTICLE 2 - Term and Scope of Agreement

Section 1. Term. All provisions to take effect upon signing with the exception of economic issues and those issues with specific implementation dates.

Section 2. Scope. 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 during contract years **2016-2018**, the term of this Agreement. Provided, however, if the parties hereto have commenced negotiations for a new contract in accordance with statutory requirements and such negotiations are continuing at the termination date written above, the provisions of this contract shall remain in full force and effect until the parties reach impasse in their negotiations or the effective date of a new contract, whichever first occurs. Nothing herein shall be construed to interfere with any person's ability to initiate a representation question or election with PERC.

Section 3. Zipper. The parties acknowledge that each has had the right and opportunity to make proposals with respect to any matter being the proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered by this Agreement.

ARTICLE 3 - Management Rights

The Association recognizes the exclusive right and prerogative of the Employer to make and implement decisions with respect to the operation and management of the Police Department. Provided, however, that the exercise of any or all of these rights shall not conflict with any provision of this Agreement. Such rights and prerogative include, but are not limited to, the following:

1. The establishment of the qualifications for employment and to employ employees.

2. To establish the make-up of the Police Department's work force and to make changes from time to time, including the number and kinds of classifications, and direct the work force towards the organizational goals established by the city.
3. Determination of the Police Department's mission, policies, and all standards of service offered to the public.
4. To plan, direct, schedule, control and determine the operations and services to be conducted by the employees of the Police Department in the city.
5. Determining the means, methods and number of personnel needed to carry out the department's operations and services.
6. The reasonable approval and scheduling of all vacations and other employee leaves.
7. The hiring and assignment or transfer of employees within the department or to other police-related functions.
8. The layoff of any employees from duty due to insufficient funds or change in the department's mission, standards of service or other budgetary priorities set by the City Council.
9. The introduction and use of new or improved methods, equipment or facilities.
10. The assignment of work to and the scheduling of employees.
11. The taking of whatever action is necessary to carry out the mission of the City or Police Department in emergency circumstances and situations.
12. The determination of the department budget.
13. The right to: suspend, demote, discharge, or take other disciplinary action against employees for just cause.

Any employee who may feel aggrieved by the unfair discriminatory exercise of the management rights specified above, may seek his remedy by the Grievance Procedure provided for in this Agreement.

ARTICLE 4 - Performance of Duty

Neither the Association, its officers, or agents, nor any of the employees covered by the Agreement will engage in, encourage, sanction, support or suggest any strikes, slowdowns, blu-flu, speed-ups, mass resignations, mass absenteeism, the willful absence from one's positions, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions of compensation or the rights, privileges or obligations of employment. In the event that any employee violates this Article, the Association shall, upon becoming aware of the situation, immediately notify any such employees in writing to cease and desist from such action and shall instruct them immediately to return to their normal duties. Any and all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined.

ARTICLE 5 - Grievance Procedure

A grievance shall be defined as a dispute or disagreement raised by an employee or group of employees against the Employer involving the interpretation or application of the specific provisions of this Agreement. Grievances, as herein defined, shall otherwise be processed in the following manner:

Section 1. Written Grievance to Sergeant. As soon as possible, but in no case later than fourteen (14) calendar days after the grievant knows or should have known of the event giving rise to the complaint, the grievant shall first submit in writing on a standardized form (Appendix A) his/her complaint to their Sergeant, noting the essential facts, provisions(s) of the Collective Bargaining Agreement alleged to be violated and the relief sought. Said Sergeant shall meet with the grievant and make an investigation of the relevant facts and circumstances of the complaint and attempt to resolve the matter within his delegated scope of authority and terms of this Agreement, no later than seven (7) calendar days from the time the grievance was submitted to them.

Section 2. Written Grievance to Division Captain. If the Sergeant does not resolve the matter to the satisfaction of the grievant, the grievant may within fourteen (14) calendar days after the receipt of the written response from the Sergeant, submit the grievance in writing to the Division Captain. The writing shall include the original grievance filed with the Sergeant, the Sergeant's response and the objections to the Sergeant's response. Said Captain shall make an investigation of the relevant facts and circumstances of the complaint and attempt to resolve the matter within his delegated scope of authority and the terms of this Agreement, no later than fourteen (14) calendar days from the time the grievance was submitted to him.

Section 3. Written Grievance to Chief of the Department. If the Captain does not resolve the matter to the satisfaction of the grievant, the grievant may within fourteen (14) calendar days after the receipt of written response from the Captain, submit the grievance in writing to the Chief of Police. The writing shall include the original grievance filed with the Captain, the Captain's response and the objections to the Captain's response. The Chief of Police shall meet with the grievant and then respond to the grievant in writing of his decision within fourteen (14) calendar days following his receipt of the written grievance.

Section 4. Grievance Appealed to City Manager. If the complaint is not settled, the employee may notify the City Manager in writing, by providing all the previous written filings and responses and his objections to the Chief's response within fourteen (14) calendar days from the date of his receipt of the Chief's written response. The City Manager shall hold a hearing on the dispute within fourteen (14) calendar days where the parties may provide evidence and testimony. The City Manager shall issue a written decision and the reasons therefore within fourteen (14) calendar days of such hearing.

Section 5. Grievance Appealed to Arbitration. Only a party to this Agreement may refer unsettled grievances that concern provisions of this Agreement to arbitration according to the following steps:

- (a) A request for arbitration shall be in writing and shall be submitted to the other party within fourteen (14) calendar days following the date of the reply made in Section 4. Said appeal shall identify the previously filed grievance and set forth the issue(s) that the moving party seeks to have arbitrated.
- (b) An arbitrator may be selected by mutual agreement of the parties. In the event the parties cannot agree on the selection of an arbitrator within fourteen (14) calendar days, a joint request shall be made to the FMCS for a list of seven (7) arbitrators. Selection shall be made by alternatively striking names from the list with the party striking first determined by coin toss.

- (c) The arbitrator shall be limited to determining whether a party has violated, erroneously interpreted, or failed to apply properly the terms and conditions of this Agreement and the appropriate remedy. The arbitrator shall have no power to change, delete from, add to or alter the terms of this Agreement. If possible, the arbitrator shall also designate the losing party.
- (d) The parties agree that the decision of the arbitrator shall be final and binding and implemented within thirty (30) calendar days following the rendering of the decision.
- (e) The cost of arbitration shall be paid by the losing party, including the arbitrator's fee and expenses. Room rental, if any, and the cost of court reporter's time shall be evenly shared. Each party shall pay its own cost of any copy of the written record that party orders from the reporter. If the arbitrator cannot designate which party is the loser, each party will pay one-half (1/2) of the cost of the arbitration.
- (f) Each party shall bear the cost of the preparation of its own case.
- (g) The taking of a grievance beyond Section 4 of this grievance procedure or to an appeal hearing of the Pasco Civil Service Commission constitutes an election of remedies and a waiver where lawful of all rights to litigate or otherwise contest the appealed subject matter in any court or other available forum. Likewise, litigation or the contest of the grievance subject matter in any court or other forum shall constitute an election of remedies and a waiver of right to arbitrate the matter.

Section 6. Special Provisions:

- (a) The term "employee" or "grievant" as used in this article shall mean an individual employee, group of employees, or the Association.
- (b) An Association representative and/or aggrieved party shall be granted time off without loss of pay for the purpose of processing a grievance from Section 3 forward. Any investigation undertaken by the Association upon the work site shall be conducted so as not to disturb the work of uninvolved employees and only after advance notice to the department head.
- (c) A grievance may be entertained or advanced to any step in the grievance procedure if the parties so jointly agree.
- (d) The time limits 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.
- (e) Any grievance shall be considered settled at the completion of any step if all parties are satisfied or if neither party presents the matter to a higher authority within the prescribed period of time.
- (f) Failure by a grievant or the PPOA to act within the time limits specified in any step, shall constitute a waiver and forfeiture of the moving party's right to further consideration of the grievance, except when the failure is due to a cause over which the grievant or PPOA had no cause in initiating or control. Failure, absent good cause, to meet with the Chief of Police or City Manager at their request on a grievance appeal to their office (Section 3 and 4) shall be deemed a waiver of the grievance and the grievant's right to further appeal.

ARTICLE 6 - Days Off Exchange

Section 1. Shift Exchange. Employees shall have the right to exchange days off when the exchange does not interfere with the best interests of the Police Department or result in overtime liability for the employer. Requests for exchanges of days off shall be made forty-eight (48) hours in advance of the day requested, excluding holidays and weekends, and be subject to the approval of the Chief of Police or his designee.

Section 2. No Overtime Liability. A shift exchange shall not result in overtime liability for the employer and the parties agree to adopt the 7(k) exception of the FLSA for the purposes of this Article. When exchange results in an employee working hours that would qualify for overtime, the excess hours worked shall be excluded from the calculation of hours for which the employee would otherwise be entitled to overtime. Where employees trade hours, each employee will be credited as if he or she had worked his or her normal work schedule for that shift.

ARTICLE 7 - Sick Leave

Section 1. Purpose. It is understood that sick leave is solely for the purpose of illness or injury when the employee is unable or unfit to report to work or as provided in Section 4. For all employees, paid sick leave shall not be available for illness or injury resulting from or caused by accident connected with other gainful employment and any such illness or injury shall be reported to the employee's immediate captain at the earliest opportunity. The Chief of Police, or his designee, may require a doctor's certificate, at his discretion.

Section 2. LEOFF II. Employees hired on or after October 1, 1977 (LEOFF II) shall accrue and receive sick leave benefits as follows:

(a) **Accrual of Sick Leave.** New employees beginning work for the City prior to midnight of the 15th of the month shall earn sick leave credits from the first of the month. All employees beginning work for the City after 12:01 a.m. on the 16th of the month shall not earn sick leave credits until the 1st of the succeeding month. Sick leave shall accrue at the rate of eight (8) hours for each month for each regular employee to a maximum accumulated sick leave of twelve hundred (1,200) hours.

(b) **Probationary Employees Accrual and Use of Sick Leave.**

i. **Reporting.** Neither a temporary, provisional or probationary employee is entitled to take paid sick leave, provided, however, a probationary employee shall be entitled to take paid sick leave after six (6) months of probationary employment. A probationary employee shall earn sick leave credit in accordance with paragraph a), which shall be credited to him after six (6) months of probationary employment.

(c) **Sick Leave with Pay.** Employees shall earn and may be granted time off with pay covering periods of illness for involuntary physical incapacity, except time off caused by illness or injury connected with other gainful employment to the extent that sick leave has accrued. In order to be granted sick leave with pay, an employee must meet the following conditions:

i. **Reporting.** Notification of absence due to use of sick leave shall be given to the Chief of Police or his designee as soon as possible on the first day of such absence and every day thereafter (unless requirement is waived by the Chief) and in as far in advance of the scheduled work as possible. Generally, this report shall be made no later than one-half (1/2) hour before the start of the shift. The notification must include the general symptoms experienced by the employee that cause the employee to claim sick leave. Failure to promptly report any illness or injury may be considered an absence without pay and may subject the employee to discipline as well.

ii. **Medical Certification.** If absence extends beyond three (3) working days duration, the employee will be required, at the option of the Chief, to submit a medical certificate signed by a

physician confirming the employee sickness or injury, that the employee has been unfit for work for the period of absence and is again able to return to work. The cost of the medical certificate shall be at the city's expense.

iii. Medical Examination. Permit the city to make a medical examination or nursing visit if the city deems it so desirable. The expense of such a medical examination or nursing visit shall be paid by the city.

(d) Sick Leave - Payment in Lieu Thereof.

- i. An employee, at the time of leaving the city, except for any such employee who has not given at least two (2) weeks written notice of their voluntary termination of employment with the city, shall have twenty-five percent (25%) of his or her accumulated and unused sick leave, up to an aggregate credit of seven hundred twenty (720) hours paid to them in accordance with regular city payroll procedures.
- ii. An employee, leaving the city due to retirement from employment, (in accordance with the definition of retirement under the Department of Retirement Systems), shall have thirty-five percent (35%) of his or her accumulated and unused sick leave, up to an aggregate credit of seven hundred twenty (720) hours paid to them in accordance with regular city payroll procedures.

Section 4. Illnesses of Family Members.

(a) Serious Illness. In the event of a serious illness in the family of the employee, the employee, at his or her request, shall be granted time off utilizing earned sick leave time.

(b) Definition Family. For the purpose of this section family shall be defined as follows: spouse, parent, children, grandparent of the employee and those same family members of the employees' spouse.

(c) Definition Serious Illness. Illness which requires "treatment or supervision" means:

- i. Any medical condition which requires medication that the family member cannot self-medicate; or
- ii. Any medical or mental condition that would endanger the family member's safety or recovery without the presence of the employee; or
- iii. Any condition warranting preventive health care, such as physical, dental, optical, or immunization services, when the employee must be present to authorize treatment or when sick leave may be used for the employee's preventive health care.
- iv. Sub-sections b) and c) above are not intended to include medical or mental health conditions that could adequately be supervised by a family member's regular care provider.
- v. Any employee shall return to work and complete his or her regular shift assignment as soon as the reason justifying the use of this family sick leave provision no longer exists, whether due to betterment of the immediate family member's condition, completion of any required health care services, completion of a spouse work day, or other reason initially justifying the use of family sick leave.

(d) Definition Children. “Children” means:

- i. The natural offspring of the employee.
- ii. The adopted child of the employee.
- iii. The natural or adopted child of the employee’s spouse; or
- iv. Under the employee’s legal guardianship, legal custody, or foster care.

Section 5. Return to Work/Light Duty. In the event a LEOFF II employee suffers an illness or injury that prevents the employee from performing his or her full range of duties for a period in excess of two (2) calendar weeks, the employer, at the discretion of the Chief of Police, may require the employee to return to work on a light duty status.

(a) Work Assignments. A light duty status shall include work assignments within the Police Department assigned by the Chief that the employee is released by his or her treating physician to perform until a full release to return to work is authorized. See Article 20 for Physical Examination Requirements.

(b) Rate of Pay/Required Duty. Employees on required light duty status shall be paid at one hundred percent (100%) of their normal rate of pay.

ARTICLE 8 - Overtime

Section 1. Overtime Threshold and Rate. Except as otherwise provided herein, overtime work shall include only that work performed by employees at the discretion of the Chief of Police or his designee, which exceeds the standard number of hours in a work day or in a regular scheduled work shift. Paid sick leave shall not be counted as hours worked for determining the daily overtime threshold. Except as otherwise provided herein, overtime work shall be paid at the rate of one and one-half (1-1/2) times the employee’s “regular rate of pay” as that term is defined in the FLSA.

Section 2. Payment for Call-back, Court, and Training. In addition to the compensatory time benefit provided in subsection 14.3 (b) for hours worked during a callback on certain holidays, overtime worked due to callback that is not an extension at the beginning or end of a normal shift shall be paid a minimum of three (3) hours at the overtime rate. Overtime due to court appearances requiring less than one (1) hour of the employee’s time, shall be paid two (2) hours at the employee’s overtime rate. Otherwise, overtime due to time in court shall be paid a minimum of three (3) hours at the overtime rate per twenty-four (24) hour day, with additional hours worked paid on an hour for hour basis as required when an employee is actually in the courtroom or required to be on-call prior to the giving of testimony. Provided, however, such minimums are paid only when callback for court time is not an extension at the beginning or end of a normal shift. If it is an extension of the shift, either at the beginning or the end, it shall be at the overtime rate only for the actual time spent in court. In Service Training time (outside of a scheduled shift) shall be paid at employee’s straight time rate with a minimum of two (2) hours, unless such hours for an employee are in excess of one hundred seventy-one (171) straight time hours in a twenty-eight (28) day work period, in which case, any such time shall be paid at time and one-half. Provided, call-backs shall only last for the period of time necessary for the resolution of the issue that occasioned the original call-back.”

Section 3. Other Rules. The following additional rules for overtime shall be followed:

(a) Travel Time. Travel time to and from classes shall not be paid as compensable time unless required by the FLSA. To the extent reasonably practical, the employer will continue to attempt to adjust an employee’s work shift to cover the time reasonably required for travel when the training is more than fifty (50) miles from the City of Pasco.

(b) Sick Leave. Overtime shall not be allowed for class attendance while an employee is on sick leave or disability leave.

- (c) **Vacation Leave.** Overtime shall not be allowed while an employee is on vacation leave, unless it is for a court appearance.
- (d) **Military Leave.** No overtime will be allowed an employee who is on military leave.
- (e) **Witness Fees.** Witness fees paid to officers by the court shall be paid directly to the City of Pasco. No officer shall collect both overtime pay and court pay for any court session attended; provided that travel fees paid by any such court for travel by the officer to and from court, shall be excluded.
- (f) **Civil Payments.** When civil witness fee payments of any kind are received for testimony required in any court case, it shall be the option of the employee to accept either the witness fee paid by the non-city party or the city's paid overtime fee, pursuant to the provisions of this Agreement. In no case shall an employee be entitled to overtime payment for testimony in a case where a civil payment has been received.

Section 4. Compensatory Time Accrual. Employees shall be allowed to accumulate up to eighty (80) hours of compensatory time off. Employees may elect to receive compensatory time off in lieu of cash overtime in 1/2 hour increments up to the accrual maximum above with the exception of time worked on grant funded and/or contract services which require actual cash payments to be made. One and one half hour of compensatory time shall be accrued for each overtime hour worked.

Section 5. Compensatory Time Use: Absent mutual agreement otherwise, employee requests to utilize compensatory time off shall be made five (5) days in advance. The City shall process the request to use compensatory time within two (2) business days. Once approved, comp time cannot be cancelled by the Department absent an emergency. When a request for the use of accrued compensatory time is received on the same day as a request for the use of vacation time, the request for compensatory time shall take precedence. However, previously approved vacation requests will not be cancelled to accommodate a subsequently received comp time request. The City may, in its sole discretion, deny compensatory time off in the following situations:

- A. New Year's Eve, Cinco de Mayo Festival, Fourth of July Celebration, Fiery Foods Festival, and Water Follies Weekend;
- B. The Employer may deny compensatory time off requests if two employees on the same shift have already been granted vacation or compensatory time off; or
- C. In the event of an actual emergency.

Section 6. Compensatory Time Annual Conversion: In December of each year, each employee must elect to convert to vacation hours, or to receive compensation for, or a combination of conversion and payment, any accrued but unused compensatory hours above forty (40) hours. The conversion request shall be on a standardized form used for this purpose. Each employee's maximum vacation accumulation remains as specified in Article 14 Section 1(b). The city shall, based upon each employee's request, either convert to vacation hours or pay employees for accrued but unused compensatory hours over forty (40) hours during the first full pay period in December each year. The value of accrued but unused compensatory hours for payment purposes shall be determined by multiplying the number of hours to be paid by the employee's regular rate of pay. An employee who does not submit a conversion form shall receive payment for all accrued but unused compensatory hours above forty (40) hours. It is understood that an officer may not exceed the maximum accrual of vacation hours for any reason including the conversion of compensatory time hours.

Section 7. Provided, the Department may in its sole discretion, permit more officers off on leave than the minimums set forth herein.

ARTICLE 9 - Bereavement

In the event of a death in the immediate family of an employee, the employee shall be granted up to thirty two hours (32) hours off with pay. Additional leave for such purpose may be taken and charged to other earned leave upon authorization of the Police Chief. Documentation of the need for such leave may be required by the city.

Immediate family for these purposes shall be defined as follows: spouse and children of the employee; mother; father; brother; sister; and grandparents of the employee and those same family members of the employee's spouse.

ARTICLE 10- Medical, Dental and Life Insurance

Section 1. Medical and Dental Insurance for Employees and Dependents. During the term of this agreement, the following shall apply:

Effective January 1, 2016 employee premiums continue to be a 12% of the composite premium, with a cap of 3.0% of the 36+ month officer pay step.

The City retains the right to maintain a self-insurance program or to select insurance carriers, for the purpose of containing premium rate increases. The City agrees to provide a medical and dental insurance plan that is at least substantially equivalent to the plans currently in effect.

- i. Maintain a deductible in the medical insurance program of Two Hundred Dollars (\$200) per person per calendar year to a maximum of Six Hundred Dollars (\$600) per covered family per calendar year.
- ii. Maintain an Eighty/Twenty Percent (80%/20%) co-insurance which applies to all covered medical and dental expenses incurred, with the exception of the first Five Hundred Dollars (\$500) of accident expenses, which will be covered One Hundred Percent (100%) to Five Hundred Dollars (\$500) and not subject to the deductible. Provided, the employer may, at its discretion on or after January 1, 1998, eliminate the exceptions for accident expenses from the co-insurance and deductible requirements, but only in the event the employer effects such changes for all employee groups covered under the city's medical insurance program.
- iii. A maximum Twenty-Five Dollar (\$25) deductible per person per calendar year on dental to a maximum of Seventy-Five Dollars (\$75) per covered family for Class 2 and Class 3 dental expenses. The deductible will not apply to Class 1 dental expenses; i.e. covered diagnostic and preventive care. This deductible shall be applied toward the Two Hundred Dollar (\$200) medical deductible. The maximum annual benefit for dental expenses is One Thousand Five Hundred Dollars (\$1500) per person.

Section 2. Vision Care. Employees and their dependents will participate in the City's vision plan with the same terms, conditions, and premiums as are generally applicable at the City.

Section 3. Life Insurance. The city, for the term of this Agreement, shall continue to provide an employer-paid plan with benefits increased to Fifteen Thousand Dollars (\$15,000) of face value term insurance.

Section 4. Medical Trust. Effective January 1, 2017, the City shall contribute fifty dollars (\$50.00) per month on a pre-tax basis for all LEOFF II bargaining unit members to the Washington Fraternal Order of

Police (FOP) Medical Trust. These contributions shall be included as salary for the purpose of calculating retirement benefits.

The Union and the employees agree to hold the City harmless and indemnify the City from any and all liability, claims, demands, law suits, and/or losses, damage, or injury to persons or property, of whatsoever kind, arising from and in any way related to the implementation and administration of the Trust Fund. The Union and employees shall be one hundred percent (100%) liable for any and all liabilities inclusive of any federal, state, or local agency determination regarding any liabilities that arise out of the Trust Fund. The Union and employees shall be liable for any and all tax penalties, as well as any other liabilities arising out of the implementation and administration of the FOP trust.

Under no circumstances whatsoever will the City be liable for direct pay of any FOP benefit to the employees and/or retired employees and/or their beneficiaries

ARTICLE 11- Hours of Work

Section 1. Duty Schedule. The City shall declare a standard forty-hour (40) duty week consisting of five (5) consecutive days of eight (8) consecutive hours. It is expressly acknowledged that, during the term of this agreement, an alternative duty schedule may be implemented by the mutual consent of the parties. Such alternate schedule shall be detailed in a memorandum of understanding and include the terms and conditions needed to effect such change in scheduling.

ARTICLE 12 - Clothing Allowance

Section 1. Quartermaster System. The Employer shall provide, on an "as needed" basis, for each employee, and continue to maintain for each employee on an "as needed" basis as recommended by the employee's supervisor, the following minimum uniform, weapon, and leather gear issue:

(a) Uniform Items:

| | |
|--|------------------------------|
| Shirts | 3 long sleeve/3 short sleeve |
| Trousers | 3 pair |
| Ties | 2 |
| Tie Bar | 1 |
| Soft Body Armor | 1 |
| Departmental Insignia or Rank Insignia | 1 |
| Shoulder Patches | 7 pair |
| Badges (Shirt and Wallet) | 2 |
| Baseball type Hat | 1 |
| Short or Long Coat | 1 |
| Rain Jacket | 1 |
| Knit Dickie | 1 |
| Dress Jacket | 1 |
| Dress Hat | 1 |
| All Season Jacket | 1 |
| Utility Uniform (K-9) | 2 |
| Training Uniform | 1 |

(b) Weapon Items and Equipment:

| | |
|--------------------------|---------|
| Handgun** | 1 |
| Handgun Magazines | 3 |
| Chemical Irritant (OC)** | 1 |
| Handcuffs | 2 pairs |

| | |
|----------------|---|
| Flashlight | 1 |
| Baton** | 1 |
| Portable Radio | 1 |

(c) Leather or Synthetic Leather Gear Items:

| | |
|-----------------------------------|---|
| Gun Belt (Velcro Type) * | 1 |
| Gun Holster (Security Type) * | 1 |
| Gun Holster (Detective) | 1 |
| Chemical Irritant Holder (OC) | 1 |
| Handcuff Case | 2 |
| Double Magazine Pouches | 1 |
| Belt Keepers (for leather belt) | 1 |
| Baton Holder | 1 |
| Badge Holder (Detective) | 1 |
| Single Magazine Pouch (Detective) | 1 |
| Key Holder | 1 |
| Trouser Belts (Velcro Type) * | 1 |
| Radio Holder | 1 |

* On a replacement basis for existing equipment

** Requires certification and/or mandatory training

Section 2. Replacement of Issued Items. Equipment and/or clothing that is lost, stolen, destroyed or damaged in the line of duty and without neglect on the part of the employee will be replaced by the employer without recrimination, cost, or charge to the employee. Clothing and equipment provided by the employer shall be purchased and maintained with due regard to the employee's health and safety.

Section 3. Uniform Shoes/boots. Shoes/boots acceptable to the city shall be supplied as a uniform part. Replacement shall be on an "as needed basis" (reasonably determined by the city), but no more than one pair of shoes/boots per employee every year. Except, that shoes/boots ruined in an on-duty incident shall be eligible for immediate replacement. The city's cost per pair of shoes/boots shall not exceed two hundred dollars/year, plus tax and shipping costs (if any). The employee shall bear any excess costs for the shoes/boots selected. Shoes/boots shall be for duty use only.

Section 4. Plain Clothes. For those employees required to wear plain clothes in the course of their assigned duties (detectives), the employer will pay a semi-annual clothing allowance of Three Hundred Twenty-five Dollars (\$325) on the last paycheck of January and July of each year. The City will pay for the cleaning of up to twelve (12) articles of clothing for each plain-clothes officer each month. "Articles of clothing" means: sport coat or jacket, slacks, suits, necktie, dress shirt, blouse, skirt, scarf, dress and dress shoes.

ARTICLE 13 - Working Out Of Classification

Any employee covered by this Agreement working out of classification for more than five (5) continuous working days shall be paid the rate of pay for the higher classification retroactively to the first full shift and for each additional full shift. The out of classification rate paid to the employee will be based on the difference in base pay of the two classifications.

ARTICLE 14 - Holidays and Vacations

Section 1. Vacations.

| (a) | <u>0-5yrs</u> | <u>6th yr</u> | <u>11th yr</u> | <u>16th yr</u> | <u>20th yr</u> |
|--|---------------|--------------------------|---------------------------|---------------------------|---------------------------|
| 8 Hr. days per year | 13 | 16 | 19 | 21 | 25 |
| <u>Accrual per pay</u> <u>period in hrs</u> | 4.0 hrs | 4.92 hrs | 5.85 hrs | 6.46 hrs | 7.69 hrs |
| Maximum Accrual | 192hrs | 240hrs | 288hrs | 321hrs | 384hrs |

- (b) **Accumulation of Vacation.** Normally, employees will be required to take annual vacation. No accrued vacation will be allowed in excess of two full years of earned vacation time. Time not taken that causes accrual beyond two full years will be lost to the employee. Normally, employees will not take more than one and one-half (1-1/2) years accumulation in any one year; however, the City Manager may authorize longer leave in special cases.
- (c) **Vacation Cash-out.** Employees entering their tenth (10th) year of continuous service may convert forty-eight (48) hours vacation into cash in December of each year, provided they have taken eighty (80) hours of vacation during the year and have maintained satisfactory work performance as shown in their annual performance evaluation.
- (d) **Probationary Employees.** Probationary employees will earn vacation credit that shall be fully credited to them upon becoming regular employees. Probationary employees will be able to use up to twenty-four (24) hours of vacation leave during their remaining twelve (12) months of probationary period upon graduation from the Police Academy.

Section 2. Floating Holiday. Each employee may select a day on which he desires to take one floating holiday, subject to the following conditions:

- i. The employee has been continuously employed by the city for more than six (6) months.
- ii. The employee has given not less than fourteen (14) calendar days of written notice to his immediate supervisor. The employee and supervisor may agree on an earlier date of convenience.
- iii. The supervisor has approved the date.
- iv. The floating holiday must be taken during the calendar year or entitlement to the day will lapse; except when an employee has made reasonable request for a personal holiday and the request has been denied.
- v. The employee will receive eight (8) hours of straight time pay for the holiday. The employee may use accrued vacation time to supplement pay up to total regularly scheduled hours for that day.

Section 3. Holidays. All ten (10) general holidays will be accrued as holiday time that the employee may elect to use holiday hours upon accrual, convert to vacation days or cash-out at the straight time rate in December, or any combination. The holiday time may not be "carried over" and the maximum vacation

accumulation remains as specified in Section 1(b). Employees who work on a designated general holiday, except as stated in Section 3 b. below, will be paid at the straight time rate unless other overtime provisions apply.

| Holiday | Date Accrued |
|-------------------------------|-----------------------------|
| Christmas Day | December 25 |
| New Year's Day | January 1 |
| Martin Luther King's Birthday | Third Monday in January |
| President's Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Veteran's Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Day after Thanksgiving | Fourth Friday in November |

- (a) All employees covered by this Agreement shall accrue eight (8) hours for each general holiday.
- (b) Those employees who work New Year's Day, July 4th, Thanksgiving and Christmas as part of their regular scheduled shift, shall be compensated at the overtime rate.
- (c) In addition, those employees who are called back to work on the following holidays shall be compensated for the actual hours worked at the overtime rate of pay: Christmas Day, July 4th, Thanksgiving Day, and New Year's Day. Those employees shall also earn for each hour actually worked, up to four (4) hours compensatory time off on an hour-for-hour basis (one hour of compensatory time off for each hour worked).
- (d) Upon separation from the department for any reason, any employee that has accumulated holiday time shall be paid at the then prevailing rate of pay.

ARTICLE 15 - Wages

Section 1. 2016 Wages. 2% increase effective 1st full pay period January.

Section 2. 2017 Wages. 2% increase effective first full pay period of 2017

Section 3. 2018 Wages. First full pay period of 2018: 100% CPI-U, b/c western cities; June/June. 2-3% min-max.

Section 4. Wages for corporals and sergeants are to be established as follows:

| | |
|-------------------------------|---------------------------------|
| Corporals | 10% above top step officer wage |
| 1 st yr. Sergeants | 15% above top step officer wage |
| 2 nd yr. Sergeants | 20% above top step officer wage |

Note: The differentials noted above will determine the actual rate of pay for corporals & sergeants, rather than agreed upon percentage increases.

Section 5. Longevity. Effective 1st full pay period after ratification, longevity pay shall be computed on the individual employee's hourly rate of pay for the following years of continuous service with the department:

| <u>Years of Service</u> | <u>Compensation</u> |
|--------------------------------|----------------------------|
| After 10 years | 2% of base salary |
| After 15 years | 3% of base salary |
| After 20 years | 4% of base salary |
| After 25 years | 5% of base salary |

Section 6. Deferred Compensation. Effective sixty (60) days after ratification by Council 2016. Each bargaining unit member shall be paid a deferred compensation contribution as provided below:

2016 – two percent (2%) of base hourly wage.

2017 – ½ percent (.5%) of base hourly wage (1st full pay period January 2017).

This provision is subject to the City's deferred compensation rules and regulations adopted by the City Council (consistent with collective bargaining responsibilities) and IRS regulations. The computation of retirement contributions and pension benefits shall be governed by applicable state law.

Section 7. Detectives. Detectives shall receive an additional two percent (2%) per month over their base hourly wage. Detectives shall all carry their assigned pager or cellular phone when off duty and are expected to answer if they receive a call. Each week, one Detective shall specifically be assigned "on-call" and shall stay within range of their assigned pager or cellular phone and a thirty-minute response time to the station or point of the emergency call out.

Section 8. Detective Sergeants. Detective Sergeants will receive an additional two percent (2%) per month over their base hourly wage, to compensate for frequent off duty calls to assist department personnel by providing instructions, guidance or decisions pertaining to developing or on-going investigations.

Section 9. Patrol Training Officers. Effective 1st full pay period after ratification, certified Patrol Training Officers (PTO's) when assigned by the Chief of Police will receive an additional wage amounting to four percent (4%) per hour of their base wage during the hours they are actively training 'student officers' (as defined by the PTO training manual).

Section 10. SWAT. 2% premium for SWAT members. The City reserves the exclusive right to determine the number of positions on SWAT. Further, the City retains the exclusive right to remove any individual from the SWAT team at any time for any reason without recourse or challenge.

Section 11. Certified Instructors. Effective 1st full pay period after ratification, certified instructors, as assigned by the Chief, will receive an additional 5 percent (5%) base wage increase for the hours they are actively instructing.

ARTICLE 16 - Police Academy Attendance

Section 1. Overtime. An employee at the Police Academy or other training facility, when required by the City is subject to the provisions of Article 8 - Overtime and Article 11 - Hours of Work. No overtime will be claimed unless mandated by the FLSA or state law. Travel time to and from the academy or other training facility is not compensable time unless required by the FLSA or approved by the Chief of Police.

Section 2. Transportation. The City shall determine the means of transportation for an employee to the Police Academy or other training facility and pay the actual cost of transportation for the initial trip to the academy location and the final return trip. If the employee's personal automobile is used as the means of transportation, the city shall pay the employee the rate at which non-represented employees are reimbursed. Any trips home during academy attendance, when required by the City shall be by means of transportation determined by the City and the City will pay the cost thereof or mileage. No other transportation costs or mileage will be paid by the City while an employee is attending the Academy.

Section 3. Allowance. The cost for all clothing and equipment required for Academy attendance and physical education classes will be reimbursed by the City up to a maximum reimbursement of Two Hundred and Fifty Dollars (\$250). The required physical examination will be paid in full by the City.

ARTICLE 17 - Savings Clause

Should any article, section or portion of this Agreement be held unlawful and unenforceable by final order of any court of competent jurisdiction or administrative agency having jurisdiction over the subject matter, or by legislation of the State of Washington or federal government, such decision or legislation shall apply only to the specific article, section or portion thereof directly affected. Upon issuance of any such decision or legislation, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

ARTICLE 18 - Police Officers Career Development Plan

Section 1. Tuition Reimbursement. The City and the Association recognize the benefits brought to the police function by increased educational levels. In an effort to increase members educational levels, the City will reimburse an employee covered by this Agreement for tuition and required expenses (books, lab fees) incurred by any employee taking college level course work when engaged in a continuing education program offered by a nationally accredited educational institution in the areas of law enforcement, criminal justice, public administration, or other police-related field of study approved by the City after considering input from the Association. Approved courses may be either classroom or online based.

Tuition costs for approved courses shall not exceed the following:

1. For courses taken at an in-state (Washington) public educational institution, either at the actual institution or via on-line courses, the tuition rate shall not exceed the actual in-state residential tuition rate for that institution.
2. For courses taken at an in-state private educational institution or at any out of state educational institution, either at the actual institution or via on-line courses, the tuition rate shall not exceed the in-state residential tuition for Washington State University for similar coursework at the time of the request.

Such reimbursement shall occur upon completion of the course according to the grade obtained as follows:

| | |
|----------------------------|------------------|
| For an "A": | 100% |
| For a "B": | 75% |
| For a "C" | 50% |
| For a "D" or failing grade | no reimbursement |

Section 2. Monthly Premium. Effective 1st full pay period after ratification, employees possessing an Associate or Bachelors degree in a major field of study from a nationally accredited educational institution prior to employment or obtaining a degree in an approved field of study after employment under the provisions of Section I will receive for an education premium for compensable work in the following amounts:

(a) Police Officer, Sergeants and Corporals:

Degree Level Achieved

| | |
|---------|--------|
| AA (AS) | 3%/mo. |
| BA (BS) | 6%/mo. |

ARTICLE 19 - Bilingual Incentive

Effective 1st full pay period after ratification, any Association member who is fluent in Spanish or in another foreign language (that is deemed useful to the City) shall have their base wages increased by three percent (4%) per hour, such proficiency shall be reasonably determined by the City.

ARTICLE 20 - Physical Examination

Section 1. Required. When there is reasonable suspicion to believe that an employee cannot safely perform the job functions of their position, the employee may be required, at the City's request and expense, to take a physical examination for the purpose of determining whether or not the employee can perform the job functions of their position as a condition of continued employment. Physical examinations will be taken in a timely manner whether on or off duty. The City shall be entitled to a physician's report stating the results of such examination, provided, however, the report to the employer shall be limited to results concerning the employee's ability to perform their job functions. The Employee shall execute the Release Form attached hereto as an appendix.

ARTICLE 21 - K-9 Officer

Section 1. Off-Duty Time. It is agreed that on the average, a K-9 Officer spends approximately twenty (20) minutes per day in compensable off-duty time for the duty-related care and maintenance of a dog, or ten (10) hours per month.

Section 2. FLSA. Notwithstanding Section 1 of Article 18, a K-9 Officer's compensable off-duty time spent in the care and maintenance of a K-9 shall not be subject to the daily and forty (40) hours per week overtime thresholds. Such off-duty time shall be subject to the maximum number of hours that may be worked during the Officer's twenty-eight (28) day work period under Section 207(k) of the FLSA.

Section 3. Payment. It is agreed that the K-9 officer will receive ten (10) hours of pay per month at the regular rate of pay for duty-related care and maintenance of the dog. Such pay shall be included in the K-9 Officer's payroll check issued for the second payroll each month in an amount based upon the ten (10) hours per month average.

Section 4. Serious Illness or Injury. However, in the event a K-9 is ill or injured requiring multiple visits to the veterinarian and/or extended home care by the K-9 Officer, the K-9 Officer shall be paid for actual hours off duty caring for the dog at the hourly rate. The K-9 Officer must notify his Captain of any such occurrence and turn in a daily time slip for the extra time. The employer reserves the right at any time to remove a dog from service and relieve the K-9 Officer of responsibilities for off duty care of the dog.

ARTICLE 22 - Substance-Free Work Place Policy

The Substance-Free Work Place Policy set forth in the City of Pasco Administrative Order currently number 65A originated August 28, 1992 is incorporated herein by this reference.

ARTICLE 23 - Federal Family and Medical Leave Act of 1993

Section 1. Administrative Order Number 231. Article II of Administrative Order Number 231, Family and Medical Leave Act, originated November 22, 1993 setting forth the implementing procedures of the FMLA by the City is incorporated by this reference herein as if specifically set forth.

Section 2. Notice Required. Employees are cautioned to be mindful of the thirty (30) day advance notice requirement required by the law (FMLA) and the required use of the FMLA Leave Request Form when unpaid family or medical leave is intended to be utilized.

Section 3. Conflict. The leave requirements otherwise made available to the employee throughout this Agreement shall not be diminished by their coordination with the FMLA and any conflict between a

provision of this Agreement and the Administrative Order No. 231 shall be resolved in favor of the language of this Agreement.

ARTICLE 24 - Prevailing Rights

All prevailing rights and privileges held by the employees at the present time, which are not included in this Agreement, and which do not conflict with any provision of this Agreement shall remain in full force and effect.

ARTICLE 25 - Shift Bidding

Patrol officers will annually bid for shift assignments by seniority. Seniority will be determined as set forth in Article 26 of this Agreement. Bidding will be supervised by the Chief of Police. Management will endeavor to accommodate these requests, but retains the authority of the Chief of Police at his discretion and for reasonable cause to make changes in shift assignments to meet the operational needs of the department.

ARTICLE 26 - Layoffs

In the case of a personnel reduction within any classification, the employee with the least seniority shall be laid off first. Seniority shall be determined by date of employment, provided, however, seniority for employees in the sergeant and corporal classification shall be determined by time served in the rank or classification. When two or more employees of the classification being reduced have the same date of employment then they shall be laid off by inverse ranking off the civil service list from which they were hired. A list shall be maintained by the Chief of Police, updated and posted, as new employees are hired and existing employees leave city service. The affected employees shall be given four (4) weeks advance notice of the effective date of any personnel reduction. Employees being laid off may choose to transfer to a lower paying classification within the bargaining unit, provided that the employee meets the minimum job qualifications for the position and providing the employee has more seniority than the employee currently occupying the position in the lower classification.

ARTICLE 27 – Physical Fitness

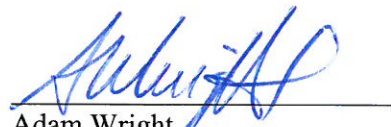
The parties agree to cooperate in studying physical fitness incentive program options.

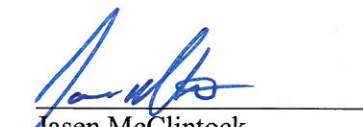
Dated this 15th day of August 2016.

City of Pasco:

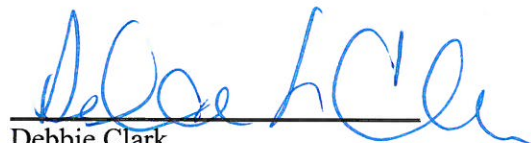

Dave Zabel
City Manager

Pasco Police Officer's Association:


Adam Wright
President


Jasen McClintock
2nd Vice President

ATTEST:


Debbie Clark
City Clerk