

# OLYMPIA POLICE GUILD Revised 7/17

AGREEMENT BETWEEN THE CITY OF OLYMPIA AND THE OLYMPIA POLICE GUILD  
For the period: January 1, 2017 – December 31, 2019

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## **Preamble**

A. This contract is made and entered into at Olympia by the City of Olympia, Washington, hereinafter referred to as the “City” and the Olympia Police Guild, hereinafter referred to as the “Guild”.

B. The purpose of this document is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours, and conditions of employment.

## **ARTICLE 1 GENERAL**

A. The Guild hereby and herewith covenants, agrees, and represents to the City that the Guild is duly authorized and empowered to contract for and on behalf of all employees in the bargaining unit and represents that it and its members will faithfully and diligently abide by and be strictly bound to all of the provisions of this Contract as herein set forth. The parties agree that in conferences and negotiations, the Guild will represent all employees in the bargaining unit.

B. The City hereby and herewith covenants, agrees, and represents to the Guild that the City under the express limitations of this Agreement is duly authorized and empowered to contract for and on behalf of the City and for itself represents that it will faithfully and diligently abide by and strictly be bound to all of the provisions of this Contract as herein set forth.

C. The parties are committed to a relationship of openness and communication and recognize the importance of collaboratively resolving issues in the Department. The parties recognize the importance of working together cooperatively in jointly seeking to improve the Department.

## **ARTICLE 2 RECOGNITION**

The City recognizes the Guild as the sole and exclusive bargaining representative for all commissioned officers of the City of Olympia excluding supervisory officers of the rank of sergeant and above, confidential, and all other employees for the purpose of representation and collective bargaining with regard to matters pertaining to wages, hours, and conditions of employment. Any agreements or MOUs made between the Guild and the City shall be signed by the Guild President or designee and one other elected Guild Officer. The Employer agrees to notify the Guild not less than 30 days in advance of changes or public hearings affecting working conditions of any employee covered by this Agreement, except in emergency situations and provided that the Employer is aware of the changes or public hearings.

## **ARTICLE 3 EMPLOYEE RIGHTS**

Employees subject to this Agreement shall have the right of self-organization, to form or join labor organizations, and to bargain collectively through representatives of their own choosing.

## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

The Guild recognizes the prerogative of the City to manage or administer the Police Department in accordance with its responsibilities, powers, and authority, subject to other provisions of this Agreement. City prerogatives include, but are not limited to, the following items:

1. The right to establish reasonable rules and regulations;
2. The right to determine methods of operating and the introduction of new equipment;
3. The right to discipline, discharge, or suspend employees for cause;
4. The right to determine schedules of work and to establish the methods and processes by which work is to be performed;
5. The right to schedule overtime work and;
6. The right to take any action as may be necessary to carry out the mission of the City and the Department in situations of civil emergency as declared by the Emergency Management Director, Mayor, Governor, or President of the United States.

## **ARTICLE 5**

### **STRIKES PROHIBITED**

A. The Guild and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage or slowdown, or any other restriction of work at any location in the City. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Guild or any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken at the option of the City (provided that a challenge to the discipline is subject to the grievance and arbitration provisions of this Agreement) and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the City.

B. In the event of a strike, work stoppage, slow-down, observance of a picket line or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Guild will, within one hour of notification by the City, attempt to secure an orderly return-to work within two hours of such notification. This obligation and the obligations set forth in Section A above shall not be affected or limited by the subject matter involved in the dispute

giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE 6**

### **GUILD ACTIVITIES**

A. The Guild's president or grievance committee chairman may briefly discuss grievances or potential grievances with Guild members on City time provided that they shall make arrangements to meet with the grievant on off-duty time to discuss the matters in detail. Official representatives of the Guild shall be given time off with pay to attend meetings with City representatives including but not limited to meetings concerning grievances. Guild representatives shall provide the City forty-eight (48) hours notice of the need to attend such meetings whenever reasonably possible. A maximum of three Guild representatives (no more than two from road patrol) shall be released with pay to attend bargaining negotiations with the City. The parties will work together to minimize the impact of negotiations on departmental operations, and the Guild will work with the City to ensure that no more than two officers must be hired back on overtime. The Police Chief or designee shall grant an employee who is also a Guild Representative reasonable release time on duty (with pay) for the purposes of handling grievances and other legitimate Guild business relating to the Guild's function as a collective bargaining representative, provided that such release time does not unreasonably interfere with the work and duties of the employees or of the other on-duty employees. Normally such release time extends to one employee at a time. Activities, which are brief or intermittent in nature, do not require notice to the supervisor. The Police Chief or designee shall grant an employee who is also a Guild Representative reasonable release time on duty (with pay) for the purposes of attending Civil Service Meetings.

#### **B. Bulletin Board Space**

1. The City shall provide bulletin board space on a wall for Guild use in each of the buildings where police officers work. The location in each building shall be in a place where all of the members of the Guild have routine access, where members spend a majority of their time in the building, and is generally not where unescorted members of the public are routinely allowed access. Material posted thereon shall be the responsibility of the Guild and shall relate only to Guild meetings, elections, social events, reports of committees and Guild Board of Directors.

2. No notices shall be posted in or around the City property except on the assigned bulletin board space. No Guild notice shall be posted until it shall have been signed by the President, Vice President, Negotiations Chair, or Secretary of the Guild.

C. The City shall provide office space for a Guild filing cabinet, in a secure area of the Police Department where a majority of Guild members work.

D. The Guild agrees that its officers, agents, affiliated organizations, and members of the bargaining unit will not solicit merchants, businesses, residents, or citizens located within the City of Olympia for contributions, donations, or to purchase tickets for any Guild-sponsored

performance or advertising in any Guild or Guild-related publication or associate memberships in the Guild or any Guild-related organization without thirty (30) days prior written notice to the City Manager. Such notice shall include the dates such activity shall begin and end, the entities involved in such fundraising, and the methods to be employed in the specific campaign.

E. Guild Membership - It shall be a condition of employment that all employees of the Employer covered by this Agreement, shall remain members in good standing. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Guild or in lieu thereof pay a service charge equivalent to the regular Guild initiation fee and monthly dues to the Guild as a contribution towards the administration of this Agreement. Objections to joining the Guild which are based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member shall be observed. Any such employee shall pay an amount of money equivalent to regular Guild initiation fee and monthly dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Guild. The employee shall furnish written proof to the Guild that such payment has been made.

F. Payroll Deduction - Upon receipt of a voluntarily signed authorization by an employee covered by this Agreement, the Employer shall deduct from the employee's wage the regular monthly Guild membership dues payable to the Guild during the period. The Employer shall remit said monthly dues to the Guild on a monthly basis.

## **ARTICLE 7**

### **GRIEVANCE PROCEDURE**

A. The purpose of this procedure is to provide for an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedures, and there shall be no suspension of work or interference with the operations of the Department. Meetings or discussions involving grievances or these procedures shall occur outside of regular working hours unless otherwise mutually agreed.

B. For the purpose of this Agreement, a grievance is defined as only those disputes involving the interpretation, application, or alleged violation of any provision of this Agreement and other written Agreements between the City and the Guild.

C. Steps in the grievance procedure

Step 1. The grievant employee or the Guild shall present the grievance within fourteen (14) calendar days of its alleged occurrence to the Division Commander, who shall attempt to resolve it and shall respond to the grievance within seven (7) calendar days after receipt of the grievance.

Step 2. If the grievant employee or the Guild is not satisfied with the solution of the Division Commander, the employee or Guild shall submit written notice to the Chief of Police or designee, and a copy to the Guild including: (1) statement of the grievance and relevant facts, (2)

specific provision(s) of the contract violated, (3) remedy sought, and (4) reasons for dissatisfaction with the Division Commander's solution within ten (10) calendar days of the date of the Division Commander's response. The Chief of Police or designee shall attempt to resolve the grievance within fourteen (14) calendar days after receipt of the grievance.

Step 3. If, after seven (7) calendar days from the date of the Chief's response, the grievance remains unresolved, the written grievance as set forth in Step 2 may be presented to the City Manager or his designee who shall respond to the grievance in writing within twenty-one (21) calendar days from the date of receipt, with a copy to the Guild.

Step 4. If, after thirty (30) calendar days from the date of the City Manager's response, the grievance remains unresolved, the grievance as set forth in writing in Step 2 may be submitted to an arbitrator at the discretion of the Guild, in accordance with the following procedures:

a. A Guild Representative and the City Manager or his designee shall communicate within seven (7) calendar days after notice of arbitration has been given to select an arbitrator. If the parties mutually agree, they may choose a mediator prior to submission to arbitration. The mediator may be selected by mutual agreement. Nothing said or done by the mediator or any party in the mediation or settlement discussions may be referenced or introduced into evidence at the arbitration hearing. If mediation does not result in a settlement, the parties may proceed to arbitration as provided in this Article. If the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven (7) names and the parties shall alternately strike one name from the list until only one name remains. A coin toss shall determine the party striking the first name. The one name remaining shall be the arbitrator.

b. It shall be the function of the arbitrator to hold a hearing at which the parties may submit their cases concerning the grievance. The hearing shall be kept private, and shall include only such parties in interest and/or designated representatives. The arbitrator shall render a decision within thirty (30) calendar days after such hearing. The power of the arbitrator shall have no authority to alter, modify, vacate or amend any terms of this Agreement. The decision of the arbitrator within these stated limits shall be final and binding upon the parties to the grievance provided the decision does not involve action by the City which is beyond its jurisdiction. Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provision of this Agreement.

c. The fees and expenses of the arbitrator shall be paid equally by both parties. However, each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own legal representatives, attorneys, and expert witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of such record.

d. In case of a grievance involving any continuing or other money claim against the City, no award shall be made by the arbitrator which shall allow any alleged accruals prior to thirty (30) days prior to the date when such grievance shall have first been presented.

e. In the event the arbitrator finds that he has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

D. In the case of disciplinary actions appealable to the Civil Service Commission and grievable under the terms of this contract, a written election of the remedies shall be made after the receipt of the Step 3 response. An employee may elect to either pursue an appeal to the Civil Service Commission or continue with the contractual grievance procedure, but not both. If mutually agreed, time limits will be extended to complete a reasonable investigation before the election of remedies is made.

E. Any and all time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Failure of the employee to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of that specific grievance.

## **ARTICLE 8 OUTSIDE EMPLOYMENT**

Permission to work at outside employment while an employee of the City must be approved in advance, in writing, by the Chief of police or his designee. Outside employment will be approved, if the following five conditions are met:

1. Be compatible with the employee's City duties.
2. In no way detract from the efficiency of the employee in City duties.
3. In no way be a discredit to the City or the Police Service.
4. Not take preference over extra duty required by City employment.
5. Not involve the use of Department uniforms or equipment unless authorized in writing by the Chief of Police or his designee.

It is understood that the Chief of Police or his designee, after conferring with the officer and allowing a reasonable amount of time to resolve any conflict with the above criteria, may upon reasonable grounds revoke or restrict permission to hold outside employment.

## **ARTICLE 9 SALARIES**

A. Basic Salaries:

Effective January 1, 2017 employees shall receive a Cost Of Living Adjustment (COLA) of four percent (4.0%). Basic salaries for employees in the bargaining unit shall be in accordance with the schedule set forth in Appendix A.

Effective January 1, 2018 wages shall increase by a percentage proportionate to the General Sales Tax Revenue increase over the prior year in accordance to the table set forth in Appendix A with a two percent (2.0%) minimum and a four percent (4.0%) maximum pay increase.

Effective January 1, 2019, wages shall be increased by a percentage proportionate to the General Sales Tax Revenue increase over the prior year in accordance to the table set forth in Appendix A with a two percent (2.0%) minimum increase and a four percent (4.0%) maximum pay increase.

Basic salaries for employees in the bargaining unit shall be in accordance with the schedule set forth in Appendix A. Police recruit salaries shall be at Police Recruit Step A, until the recruit successfully completes the Basic Law Enforcement Academy. Recruits, who have successfully completed the Academy, and lateral entry police officers, shall receive salaries Police Recruit Step B, until they are released from the Field Training Program. Officers who have successfully completed the Field Training Program shall advance to Police Officer Step A. Thereafter, a police officer shall be eligible for annual merit step increases up to Police Officer Step E. No such step increase shall be denied employees who have met acceptable performance standards.

At the discretion of the Police Chief, the initial pay step for a lateral entry police officer may be placed between Recruit Step B and Officer Step C, depending on experience. After successful completion of the Field Training Program, the lateral entry officer shall advance to the next step in the same manner as other employees of the bargaining unit.

All regular paychecks will be directly deposited to the bank account of the employee's choice.

The City shall contribute additional pay, equal to seven point five percent (7.5%) of the employee's basic salary to the employee's deferred compensation account and will be considered as part of the employee's basic salary for services rendered.

Employees hired after September 30, 1977 and before April 1, 1986 shall receive additional pay in an amount equal to two percent (2%) of their base salary paid into the employee's deferred compensation account by the City. This 2% contribution to the employee's deferred compensation account will be considered as basic pay for services rendered and will be paid in addition to the City's other contribution to the employee's deferred compensation account as described above

#### B. Special Pay:

Premium pay at the amount indicated shall be given to the positions shown below. These positions are not permanent ranks but rather are provisional appointments made at the origination and termination of the Chief of Police.

1. Employees assigned to the Investigative Division as Detective Officers shall receive premium pay in the amount of 3.3% of the officer's base pay per month.
2. Motorcycle Officers shall receive premium pay in the amount of 3.3% of the officer's base pay per month. Any Officer who is not a Motorcycle Officer or is not assigned to the Traffic Unit (Bureau), but is assigned to investigate a serious injury or fatality accident shall receive a three point three percent (3.3%) hourly pay premium for the entire shift for those days when any such investigative duties are performed by the employee. The premium shall also be calculated into overtime at the rate of one and one-half (1.5) times the regular rate when traffic investigative duties are performed on overtime.
3. Special Weapons and Tactics (SWAT) team member (except hostage negotiators) shall receive premium pay in the amount of 3.3% of the officer's base pay per month. This pay shall be in addition to any other specialty or premium pay that the employees may receive.
4. Employees assigned to the Canine Unit (K-9 duties) shall receive premium pay in the amount of three point three percent (3.3%) of the employee's base salary paid each month.

Hours of work for designated canine officers shall include:

- a. Three one-hour training shifts per workweek.
  - b. The regular shift for canine officers shall be reduced by one hour per workday, based on the existing schedule.
  - c. When a canine officer is on sick leave, compensatory time off, or vacation leave, and continues to provide care for the police canine, the officer's leave bank will be charged in accordance with paragraph "b".
  - d. When a canine officer is on sick leave, compensatory time off, or vacation leave and the canine is boarded at a kennel at the city's expense, the canine officer's shift will not be reduced and the leave bank will be used accordingly.
5. Employees assigned to field training officer (FTO) duties shall receive premium pay in the amount of five percent (5.0%) of the officer's base pay rate.
    - a. Employees performing any FTO/PTO Duties for all of the regularly scheduled workdays in their semi-monthly pay period shall receive premium pay of 5% of their base pay rate in addition to their normal wages for the pay period.
    - b. Employees who do not perform FTO/PTO Duties on all of the regularly scheduled workdays of the semi-monthly pay period shall receive a five percent (5%) hourly pay premium for the entire shift for those days when any FTO/PTO duties are performed by the employee. The premium shall also be calculated into the overtime at the rate of one and one-half (1.5) times the regular rate when FTO/PTO duties are performed on overtime.

6. Employees assigned to Academy instructional duties or TAC Officer duties at the Washington State Criminal Justice Training Commission (CJTC) shall receive special pay in the amount of three percent (3%) of the officer's base pay for those months so assigned as long as it does not exceed the reimbursable amount from CJTC. These officers shall also receive FTO or PTO pay during those months assigned and they shall receive an additional seven percent (7%) premium pay for travel expenses as long as it does not exceed the reimbursable amount from CJTC.

7. Employees serving as Firearms Instructors, Defensive Tactics (DT) Instructors (also includes Taser Instructor), Less Lethal Instructors, Emergency Vehicle Operator Course (EVOC) Instructors, Drug Recognition Experts (DRE), or First Aid-CPR-BBP Instructors are generally required to participate in higher levels of training, design lesson plans, provide additional courtroom testimony, and may incur additional liability. These officers shall receive premium pay in the amount equal to one percent (1%) of their base pay each month

8. School Resource Officers (SRO) shall receive premium pay in an amount equal to three point three percent (3.3%) of the officer's base wage, to include during the school year and summer months.

C. Out of Classification: An employee designated by the Chief of Police as acting-in-capacity in a higher position than his/her permanent classification shall immediately receive pay in that position's salary range at the first step of that position that represents a minimum of eight percent (8%) increase over his/her current pay, including any special pay.

D. Educational Incentive and Premium Pay: Each officer who has or who is awarded either an Associate's Degree or Bachelor's Degree from an accredited institution of higher education shall receive premium pay in accordance with the schedule set forth in Appendix "A". Officers who have earned 90-quarter credits or 60-semester credits from an accredited institution of higher education shall receive the educational incentive and premium pay the same as an officer who has an Associates Degree. Officers who have earned a Master's Degree from an accredited institution of higher education shall receive premium pay in accordance with the schedule set forth in Appendix "A". The incentive and premium pay for each degree shall not be cumulative.

#### 1. Eligibility

a. Officers with no fulltime police experience prior to the Olympia Police Department will not be eligible for educational incentive or premium pay until two (2) years from their date of hire.

b. In the case of officers who have had police experience other than with the Olympia Police Department, they would receive educational incentive pay upon the successful completion of the Department approved training program (PTO/FTO).

2. Time spent in pursuit of educational incentive pay is considered off-duty, personal time.

E. All employees covered by this Agreement shall receive longevity pay each month in accordance with the longevity schedule in appendix A, based on the established percentages of

the employee's base pay. The schedule reflects the year of service the employee is currently in; not the year of service completed.

F. Bilingual Pay: Employees shall receive a bilingual pay allowance of 3.3% added to their base pay when language skills have been confirmed by an agreed upon language specialist or such other method as the City shall reasonably determine. Bilingual pay for officers having conversational proficiency in Spanish, Asian, Pacific Islander, Russian, Slavic and Sign Languages can qualify for this incentive. Recertification of language skills must be made every three years within three months following the anniversary date of the certification. Those failing to recertify will lose the premium the first pay period following the 3-month certification time period.

## **ARTICLE 10**

### **HOURS OF WORK**

A. The regular workday shall be ten hours and 40 minutes.

B. The average weekly hours of duty in any year shall not exceed an average of forty (40) hours.

C. Any changes in the length of the workday or the workweek during the life of this Agreement will only be made by mutual agreement. The Guild and the City agree to meet periodically to examine what changes, if any, should be made to the present schedule. School Resource Officers normally work an 8-hour shift with donning and doffing time included in these hours.

D. Officers are expected to be at work on time and not leave until the end of their shift. Regularly scheduled duty hours are still 10 hours and 40 minutes for uniformed officers, except for School Resource Officers. School Resource Officers normally work an 8-hour shift.

E. The parties agree that annually the Guild shall bid on four separate three-month shifts (January through March, April through June, July through September, and October through December). Shift bidding will be done by seniority.

Once probationary employees are released from the FTO/PTO program, or are operating as a single-officer patrol unit, the employee will be required to complete one quarter-year on Day Shift, one quarter-year on Swing Shift, and one quarter-year on Night Shift (Graveyard Shift) before the employee will be allowed to bid for shifts. "Quarter-years" are defined in the preceding paragraph. Once released from the FTO/PTO program the priority will be having the employee complete one quarter on each shift, over having the employee stay with the same Sergeant. If the employee is released from the program 15 days or less past the start of the new quarter for the team the officer is assigned to, the quarter shall be counted as a complete quarter for the purposes of this section. The start of the new quarter is the first workday of the quarter for each team. The probationary officer is expected to be in the academy and in the FTO/PTO program for a combined period of about 8 to 9 months, generally allowing the officer the

remaining portion of the probationary period to work each of the three quarters as described above, but could extend beyond the probationary period to meet the requirements of this section. If the employee completes the 18-month probationary and has not completed one quarter on each shift, the employee may bid for either team in a new year, to complete the requirement of working one quarter on each shift. If the new employee has completed the FTO/PTO program, finished working one quarter on each shift, and still has probationary time remaining that is more than 15 days, the employee will be generally assigned to the shift of the employee's primary Sergeant during the remainder of the probationary period.

The bidding for the next year will be conducted in October or November of the previous year.

The Guild shall continue to conduct the annual shift bidding for each quarter; however, the Police Department Administration shall schedule at least two weeks in advance, the work schedule for any employee changing Patrol Teams at the start of each year, and the scheduling will be consistent with the employee's shift bid. Adjustments to the employee's work schedule for team changes shall occur after Christmas day and be completed within 14 days of the first change in the employee's regular schedule.

Officers changing from one patrol team to the other shall not work more than 15 days in any 28-day period and shall not work more than five consecutive days without one or more days off, excluding any overtime assignments. Officers changing between a specialty assignment and patrol assignment shall not be required to work more than five consecutive days without one or more days off and shall work an average of 40 hours per week when averaged over any 28-day period, excluding any overtime assignments.

The Department retains the right to move an officer to a different shift when it has reasonable cause to do so. If the City changes the work schedule of any employee the City shall give notice to the effected employee at least fourteen (14) days in advance. If notice to change a work schedule is given with less than 14 days' notice, the employee shall have the option of working the original hours of scheduled work and working any additional hours to accommodate the change at the overtime rate of pay.

While the City has concerns about officers working graveyard on an extended basis and about the inability of officers to follow their supervisors to another shift, it has agreed to see how the above procedure works. The Guild recognizes that the City explicitly retains the right to raise these issues in further negotiations.

F. The City may adjust the starting time for employees on the patrol schedule for any shift up to two (2) hours, provided that such adjustments are only for short-term projects which shall last no longer than two (2) weeks, shall be only by mutual agreement between the employee and the supervisor, and further provided shall not be used for the purpose of covering shift staffing shortages.

G. For purposes of patrol shifts on duty during the change to Daylight Savings and back to Standard Time, the shift will begin one (1) hour earlier in the Spring and one (1) hour later in the Fall.

H. Minimum staffing levels for Patrol Officers and regular hours of work for Patrol Officers will remain as described in the Memorandum of Understanding of December 14, 2009. This shall not prohibit the City from staffing Patrol with numbers of officers larger than the minimum.

## **ARTICLE 11**

### **OVERTIME AND CALL BACK**

A. Overtime: Overtime shall be defined as authorized work for the City performed in excess of the regular workday. All overtime shall be compensated at the rate of time and one-half the regular rate of pay. Compensation for overtime shall take the form of cash or compensatory time, at the employee's option, except that compensatory time off accumulated shall not exceed eighty-five (85) hours per employee. Upon the accumulation of eighty-five (85) hours of compensatory time, all overtime shall take the form of cash until an employee's accumulation is less than eighty-five (85) hours, at which time the employee may again accumulate compensatory time subject to the eighty-five (85) hour maximum stated above. Employees who work a 10 hour and 40 minute workday schedule may accumulate up to one hundred seven hours (107) of compensatory time. Requests to schedule compensatory or holiday time made ten (10) days in advance of the requested date will be granted. Compensatory time with less than ten (10) days' notice shall be allowed the time off if arrangements can be made for a replacement and no other officer has been approved for compensatory time off for that shift. Only one Officer on each shift shall normally be allowed to take compensatory time off during May Day (May 1st) and the five days of Lakefair (in July) each year. However, additional compensatory time off can be approved at the discretion of the supervisor. Additionally, an officer can request compensatory time off if compelling circumstances exist, which would be approved on a case-by-case basis. If sixteen (16) or more hours are worked within a twenty-four (24) hour period, each additional hour beginning with the seventeenth (17th) hour shall be compensated at double time. The employer will cash out the accrued but unused compensatory time in excess of fifty-four (54) hours on the first pay period of December of each calendar year.

Effective upon signing of this agreement, compensatory time credited toward final average salary for the purposes of reporting to the Washington State Department of Retirement Systems (DRS) will be limited to compensatory time earned in the last year of employment.

B. Call Back: The City agrees to pay a minimum of three (3) hours overtime at time and one-half the regular rate of pay to employees called back to work after having left work unless the time extends to the officer's regular work shift or the employee is called back to rectify his or her own error which requires immediate correction.

C. Phone Calls: Employees who are off-duty and receive a phone call from a ranking member of the City, or from a person acting at the discretion of a ranking employee of the City, or anyone employed by the Prosecuting Attorney's Office, or any Court, shall receive overtime pay as follows:

1. Officers working Day Shift or Swing Shift shall receive pay for the actual length of the call, with a minimum of thirty (30) minutes of overtime pay.

2. Officers working the Graveyard Shift (also known as the Night Shift) shall receive pay for the actual length of the call, with a minimum of sixty (60) minutes of overtime pay.
3. If the employee receives multiple phone calls, the employee will not be paid twice for the same period of time. For example, if the employee receives two phone calls that are each five (5) minutes long and are received fifteen (15) minutes apart, the employee would receive the thirty (30) minute or sixty (60) minute minimum, because they are within the same thirty (30) minute period. If the employee received one phone call for ten (10) minutes and a second phone call was received three hours later, the employee will receive the minimum overtime pay (thirty (30) minutes or sixty (60) minutes) for each call.
4. Employees shall not receive overtime pay if the phone call is to correct the employee's own mistake.
5. Employees shall not receive overtime pay if the purpose of the call is to ask the employee if they want to work voluntary overtime assignments.

D. Standby Time: If the City determines there is a need to place employees on stand-by for an event or occasion, the City will post the date(s) and times employees are needed for stand-by duty. The City will first seek eligible employees who voluntarily agreed to be on stand-by assignments. All employees assigned to stand-by duty, who request one, will be given a cellular telephone or pager in good working order for the purpose of calling the employee into work or terminating the stand-by assignment. Employees on stand-by duty will not be confined to a particular location and may leave their residence with the cellular telephone or pager, so long as they can respond to the Police Department main station with their duty uniforms and equipment within sixty (60) minutes of being called by telephone or pager. An employee assigned to stand-by duty shall receive a rate of pay equal to the prevailing minimum wage described by law.

E. Waiver of Overtime for Mutual Shift Exchanges: As the mutual exchange of shifts is solely for the convenience of employees, no overtime shall be paid to an employee who voluntarily trades shift time which exceeds the normal workday by virtue of such trade. Time worked beyond the normal traded shift shall be compensated as in Paragraph A.

F. Whenever two or more overtime or premium rates may appear applicable to the same hour or hours worked by an employee, there shall be no pyramiding or adding together of such overtime or premium rates and only the higher of the applicable rates shall apply.

G. Fatigue Management. Police Officers on the 10 hour 40 minute schedule will not work more than 16 consecutive hours, including extra duty, in a 24-hour period. Employees on the 10 hour 40 minute schedule will have a minimum of 8 consecutive hours off duty in every 24-hour period. This does not apply to off-duty employment.

Exceptions may be made due to exigent or emergency situations. The shift supervisor responsible for the overtime period shall approve such exceptions. Examples of exigent overtime include but are not limited to: necessary report completion, SWAT callouts, major ongoing investigations such as homicides, robbery, rape, abducted or missing children, court appearances.

Minimum staffing and other pre-scheduled special events do not constitute exigent or emergency circumstances.

Off-Duty Employment is voluntary extra Department-related work, approved, scheduled, and paid by the City, but is funded by a source other than the City. Officers working off-duty employment shall be compensated by overtime pay and not compensatory time.

## **ARTICLE 12**

### **COURT APPEARANCES**

A. Employees, on off-duty time or on vacation, who are subpoenaed to give testimony in court about events arising out of their employment shall be paid or compensated as follows: Time and one-half the regular rate of pay with a minimum of three (3) hours, except that those employees appearing for less than one hour immediately before or after their shift shall be paid a minimum of one (1) hour.

B. Employees subpoenaed to give testimony shall be entitled to the hourly minimum if notification of cancellation is not received by 5:00 p.m. the calendar day prior to the scheduled court appearance, unless the cancellation occurs while the employee is on duty and is so notified. Employees who are off-duty and are under subpoena to give testimony, and have not received notification of cancellation or a change in date or time of the testimony or appearance, prior to 5:00 p.m. the calendar day prior to the scheduled court appearance, shall receive time and one half the regular rate of pay starting from the date and time posted on the subpoena, or an earlier time if requested by the prosecutor, until released for the day.

C. All monies received for such services as a witness shall be surrendered to the City, except in those cases where the employee is not compensated for such an appearance by the City.

## **ARTICLE 13**

### **ANNUAL LEAVE**

This Article applies to all employees, except those LEOFF I employees who elect to remain with the benefit plan as provided under Article 13 - 1.

A. Annual Scheduled Leave

1. Employees shall accrue annual leave in accordance with the schedule set forth in Appendix B.

2. Annual leave shall be accrued monthly in accordance with the schedule in Appendix B, except that leave accrued during the first twelve (12) months of continuous service may not be taken until the employee completes the first twelve (12) months of continuous satisfactory service. Such earned leave may be used for unscheduled leave according to Paragraph B.

3. The maximum accumulation of annual leave is 960 hours. However, if an employee submits a request for leave and the request is denied because of seniority preference or the needs of the City, leave credits may be allowed to accrue beyond the 960 hour limit. Such an employee will be required to take off those days earned above the 960 hour limit at the discretion of the City. Once such excess days are used, the employee's maximum permissible accumulation returns to 960 hours. Except for illness, injury, or death, the maximum number of hours that can be cashed out will remain at 480 hours.

4. When an employee is terminated, accrued annual leave up to a maximum of 480 hours shall be paid to the employee at the employee's current basic rate of pay and all add pays as defined in Article 14 (Paid Holidays), B, 1, 2nd paragraph. If the employee is deceased, accrued annual leave up to a maximum of 960 hours shall be paid to the employee's estate.

5. Scheduling of leave shall be based first upon the convenience of the operations of the City, as determined by the City, and secondly upon the length of service of the employee.

6. The parties agree to work on an MOU about scheduling vacation leave, which would go into this section once an agreement is reached. This MOU creates an opportunity for the parties to mutually agree on a revised provision, but the contract will only be reopened to implement such revised provision upon mutual agreement.

#### B. Unscheduled Annual Leave (Sick Leave)

1. All employees shall have their sick leave banks frozen at existing balances as of January 1, 1986.

2. Such frozen sick leave and unscheduled annual leave may only be used for illness, injury, and compassionate leave as follows:

The first four (4) days of any illness or injury shall be charged to annual leave for each occurrence. Any such leave for the fifth and subsequent days shall be charged to frozen sick leave (if available) computed from the first day. If an employee suffers a recurrence of a previous illness or injury which resulted in an unscheduled absence of four (4) days or more, all subsequent paid leave hours for this recurrence shall be charged to the employee's sick leave bank (if available) regardless of the length of such recurrence. The employee is required to provide a physician's verification that such disability is a recurrence of the same illness or injury.

3. No compensation for frozen sick leave balances shall be paid upon termination of employment.

4. Annual leave shall not accrue during leaves of absence without pay or layoffs.

5. Unscheduled annual leave and sick leave with pay shall be granted only for the following reasons:

a. personal illness or physical incapacity resulting from causes beyond the employee's control:

- b. enforced quarantine of the employee by physician;
  - c. illness within the immediate family (mother, father, spouse, domestic partner, brother, sister, children, domestic partner's children, mother-in-law, father-in-law, domestic partner's parents, son-in-law, daughter-in-law, grandparent, grandchild, domestic partner's grandchild or any person considered in loco parentis) of the employee requiring the employee's presence. If the department head feels that it is appropriate, the employee may be requested to provide documentation that the illness does in fact require the employee's presence and such documentation will be at the Employer's expense; documentation would be routed to and maintained in confidential medical files in the Human Resources Department.
  - d. medical or dental treatment for the employee or within the immediate family of the employee as defined above, requiring the employee's presence. If the department head feels that it is appropriate, the employee may be requested to provide documentation of such medical treatment or of the need for the employee's presence and that such documentation will be at the expense of the Employer. Shift employees shall make every effort to schedule such treatment when they are not on duty.
6. In addition to the above listed reasons, up to three scheduled working days duration of paid leave may be taken by any employee to attend to child care responsibilities resulting from the illness of a spouse. Such leave shall run concurrently with paid leave granted under Paragraph 5 above.
7. When an employee goes on unscheduled annual leave or sick leave, he must notify his supervisor within one (1) hour prior to the time he is required to report to work. Failure to do so may result in denial of leave pay. To receive leave pay in excess of three (3) working days, the employee must present a statement by a physician certifying that the employee's condition prevented him from performing the duties of his position during the period of illness. Expenses to obtain the certifying statement will be paid by the Employer.
8. However, this requirement may be waived by the department head or designee. In addition, a physician's statement at the Employer's expense may be required for sick leave of less than three (3) days duration. If a physician's statement certifying that an employee is not fit for work is required, and if the employee fails to supply it, the lost time shall be disallowed as sick leave and must be taken without pay.
- If authorized leave is taken after an employee has expended all paid leave benefits, at the employee's option the lost time must either be charged against presently accumulated compensatory time or be taken without pay.
9. Absence for part of a day for reasons in accordance with the leave provisions shall be charged against accrued leave in an amount not less than one-quarter hours. Holidays and other regular days off shall not be charged against paid leave.
10. If a LEOFF II employee is absent due to illness or injury in connection with his employment with the City, for which he/she is receiving payment from State Industrial

Insurance, the City's supplemental payment shall be as provided for under State law. Paid leave shall be charged on a pro-rata basis in this case until exhausted up to the employee's regular pay as defined by State law. It is understood that annual leave, shall not accrue while an employee is receiving the LEOFF II time loss supplement as required by State law.

11. Unscheduled annual leave used as sick leave and sick leave is primarily intended to be used for rest and recuperation from illness or injury. Any abuse of paid sick leave privileges, such as working at another job while drawing sick leave pay from the City, will result in the loss of paid leave for the lost time and will serve as grounds for disciplinary action.

#### C. Sick Leave Without Pay

1. Upon application of probationary or permanent employee, a leave of absence without pay may be granted by the City Manager or designee.

2. Such leave may be limited to twelve (12) months. The City Manager may from time to time require that the employee submit a certificate from the attending physician or from a designated physician. In the event of a failure or refusal to supply such certificate or if the certificate does not clearly show sufficient disability to preclude the employee from the performance of his other duties, the appointing authority may cancel such sick leave without pay and require the employee to report for duty on a specified date.

3. Sick leave without pay shall be granted only after all accrued annual paid leave, compensatory time, and sick leave have been exhausted.

4. An employee may continue to purchase medical insurance through the City during sick leave without pay provided such purchases are permitted by the City's insurance carrier and provided further that the employee pays for all premium costs of such insurance.

5. The City Manager may terminate an employee if, at the end of the twelve (12) months of unpaid sick leave, the employee is unable to resume their duties.

6. This section shall not apply to employees covered by the Law Enforcement Officers and Fire Fighters Retirement System hired before October 1, 1977.

#### D. Compassionate Leave

Permanent fulltime employees shall be allowed up to three (3) consecutive work days leave with pay in the event of a death in the employee's immediate family (mother, father, spouse, domestic partner, brother, sister, children, domestic partner's children, mother-in-law, father-in-law, domestic partner's parents, son-in-law, daughter-in-law, grandparent, grandchild, domestic partner's grandchild or any person considered in loco parentis, and person living in household. In extraordinary circumstances, additional time off may be approved by the Chief or designee and charged to annual leave or compensatory time earned.

#### E. Family and Medical Leave

Family and medical leave shall be granted as required under the Family and Medical Leave Act (FMLA) and the current City Policies.

In accordance with state law, an employee eligible for sick leave or other paid time-off under the State Family Care Act, shall be allowed to use any or all of the employee's choice of sick leave or other paid time-off including comp time for an illness or accident, disability (including maternity), or qualifying illness or disability of a qualified family member. As defined in RCW [49.12.270](#) as amended, qualified family members are limited to children, spouse, parent, parent-in-law, or grandparent.

Employees, at the direction of the Police Chief or designee, may further be required to obtain a physician's verification of illness/injury when their illness, injury, or disability or the care of a qualified family member requires them to be absent from work, in accordance with state law. Documentation would be routed to and maintained in confidential files in Human Resources Department.

## **ARTICLE 14**

### **PAID HOLIDAYS**

A. The following holidays are recognized and observed by the City as paid holidays for permanent fulltime employees:

New Year's Day	January 1st
Martin Luther King's Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Fourth Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	The day after Thanksgiving Day
Day before Christmas	December 24th
Christmas Day	December 25th

1. For employees who's regularly scheduled shift begins and ends on the same date: The employee's holiday will begin at 0001 hours and end at midnight.

2. For employees who's regularly scheduled shift begins on one date and ends on the next date: The employee's holiday will include the entire shift which begins or ends on the holiday,

including extensions of the shift both before or after the regularly scheduled shift, so long as there is not a separation of the regular shift and the extension(s), of not more than two hours. The employee shall be entitled to only one holiday-shift including any extensions, for each holiday described above.

B. Holiday pay and time off shall be governed as follows:

1. Employees who work on a holiday shall receive holiday-pay at a rate of one and one half (1.5) times the employee's regular rate of pay for all hours worked during the employee's holiday, and will be added to the pay that the employee would normally receive for the hours worked on that day.

Holiday pay will be calculated using the "basic rate of pay" and all "add-pays" earned by the employee at the time of the holiday being compensated. The current method used to calculate "Basic Pay Rates" are as follow: Basic Salaries are described in Article 9 and Appendix "A" of this agreement. Deferred compensation paid to employees by the City (as provided in Article 9 of this agreement) is defined as "basic pay for services rendered" and is therefore combined with the base wage (Basic Salaries) in Appendix A, to create the "Basic Pay Rate." "Pay Step 6" is also included in this Basic Pay Rate. "Pay Step 6" was created by Payroll staff, and was agreed to by both the City and Guild to address the provision of the labor contract found in Article 9, section A, concerning employees hired between October 1, 1977 and April 1, 1986. Payroll staff uses the term "Add-Pays" to describe: Education Incentive and Premium Pay, Fitness Pay, Longevity Pay, Bilingual Pay, Out of Classification Pay, and Special Pays/Premium Pays. Special Pays and Premium Pays currently include Detective assignments, FTO/PTO assignments, Motorcycle Officers, SWAT Team members, Canine Unit assignments, SROs, Instructors, DRE, and assignments to CJTC. These "Add-Pays" are figured using the percentages of the "Basic Pay Rate" described in the CBA.

At the employee's option, employees working on their holiday may receive compensatory time at the rate of one and one half (1.5) times the hours worked, in lieu of holiday-pay, subject to the accrual limitations established in Article XI of this labor Agreement.

2. When the holiday falls on an employee's regularly scheduled workday, but the employee is given the entire holiday off, the employee shall receive their normal pay for all of the hours that the employee would normally be scheduled to work, at the regular rate of pay for the holiday time off.

3. When the holiday falls on an employee's regularly scheduled day off, the employee shall receive either:

a) A full day off with pay on the employee's first regularly scheduled day of work preceding or following the days off in which the holiday fell. This day off must be approved by a supervisor, or;

b) Holiday pay at the employee's regular straight-time rate of pay for all of the hours the employee would normally work during the employee's regular shift, in addition to the

employee's regular wages during the pay period. If the employee works during the holiday on a scheduled day off, they shall receive holiday pay at a rate of one and one half (1.5) times the employee's regular rate of pay for all hours worked and it will be added to the overtime pay that the employee would normally receive for the hours worked on that day, and; if the number of hours worked is less than the number of hours the employee works in a regularly scheduled workday, the employee will also receive holiday pay at the straight-time rate for the remaining hours in the length of the employees normal hours.

At the employee's option, employees working on their holiday may receive compensatory time at the rate of one and one half (1.5) times the hours worked, or compensatory time at the straight-time rate when the straight-time rate applies as described in Article XIV, Section B., Paragraphs 3 and 5, in lieu of holiday-pay; subject to the accrual limitations established in Article XI of this labor Agreement.

4. Employees assigned to Patrol, Walking/Bicycle Patrol, Traffic Officers, and the K-9 Unit, shall work their normally scheduled shifts that fall on the employee's holidays. These employees may be allowed to have the holiday off if they submit a request and with the approval of a supervisor.

5. Employees assigned to the Detective Bureau, Administration, Crime Prevention, Drug Unit, or, School Resource Officers shall be permitted to have the holidays off unless a supervisor directs them to work their regularly scheduled shift; or, the employee may work their regularly scheduled shift on the holiday with thirty days (30) advanced written notice of their intent to work the holiday. These employees who are directed to work on the holiday shall receive holiday pay at a rate of one and one half (1.5) times the employee's regular rate of pay for all hours worked during the employee's holiday, and will be added to the pay that the employee would normally receive for the hours worked on that day. These employees who voluntarily submitted the 30-day advanced written notice of their intent to work on the holiday shall receive holiday pay at a rate of straight-time for all of the hours worked during the employee's holiday.

6. The Department may not reschedule an employee's regular shift for the purpose of avoiding payment of holiday pay as provided above.

## **ARTICLE 15**

### **JURY SERVICE**

An employee shall continue to receive his or her regular salary for any period of required service as a juror. Employees will be expected to report for work when less than a normal workday is required by such duties.

Employees working on swing or graveyard shifts who are required to perform jury duty on a scheduled workday will have their scheduled hours reduced by the time actually spent in jury service. The City may move employees temporarily to day shift for the period of jury service without advance notice.

## **ARTICLE 16**

### **UNIFORMS**

A. Officers: The City shall provide a complete uniform for each Officer as listed in Appendix C. Once during the term of this Agreement, each Officer will have the choice of uniform options listed in Appendix C. The City shall also replace components of the uniform, which have been damaged in the performance of duty.

B. Detectives: Every Officer assigned to Detectives shall be given an allowance for clothing in the amount set forth in Appendix A, which allowance shall be paid upon his assignment as a Detective and which shall be paid quarterly following the first year of assignment.

C. Cleaning Allowance: All employees within the bargaining unit shall be given a cleaning allowance in the amount as set forth in Appendix A, which allowance shall be paid quarterly.

D. Footwear: The City agrees to pay each Officer an allowance of \$105.00 during the month of January of each year, for the purchase or repair of appropriate shoes or boots to be worn on duty. This Allowance is considered a taxable fringe benefit and as such will be treated as income and taxable under applicable federal laws.

## **ARTICLE 17**

### **INSURANCE BENEFITS**

The Guild and the City agree to the medical, dental and vision insurance plans offered by the Association of Washington Cities Employee Benefit Trust (AWC). The City agrees to maintain the benefits offered in those AWC plans at existing or substantially similar levels for the duration of this Agreement.

#### **A. Dental Insurance**

The City agrees to pay the total cost of dental insurance for employees and their eligible dependents for the Washington Dental Service Plan F and Orthodontia Plan II.

#### **B. Medical Insurance**

1. The City agrees to pay the total premium for employee medical coverage.
2. For 2017, Guild members will be able to choose between the Regence PPO Plan and the Group Health Co-Pay Plan 2 for medical insurance. Beginning January 1, 2018, Guild members will be able to choose between the Regence HealthFirst 250 Plan and the Group Health \$20 Co-Pay Plan.

3. The City and the employee will continue to share the cost of dependent medical coverage. The City will contribute eight-five percent (85%) and the employee fifteen percent (15%) of the total cost of dependent medical premiums.

4. Guild members shall be allowed to sign up for eligible pretax health expenses as part of the City's Flexible Spending Account plan.

5. The City shall study options concerning retiree health insurance coverage. In the event the City develops such a program during the term of this Agreement it shall be offered to the Guild. In the event the City fails to develop such a program which the Guild finds satisfactory, the parties reserve the right to renew this subject in future negotiations.

6. Incentive Plan: Members of the collective bargaining unit, who opt out of the Medical Plans paid by the City of Olympia for employees, shall be paid an incentive of two hundred fifty dollars (\$250) per month by the City. The incentive plan will be available to employees upon the signing of this agreement. In order to receive the incentive, employees must provide proof of other medical coverage except for those employees who are voluntarily covered as a "spouse/partner" rather than as an "employee" under the City's insurance plan.

Employees of the City who are voluntarily covered as a "spouse/partner" rather than as an "employee" under the City's insurance plan must enroll during the open enrollment period. The city reserves the right to cease this program at any time for any reason. If the City ceases the program for any reason other than violation of state or federal law the City will do so during open enrollment.

7. The parties signed on MOU agreeing to attempt to reach an agreement outside of this process on "Insurance 1-2" and a type of medical expense health benefit account. This MOU creates an opportunity for the parties to mutually agree on a revised benefit, but the contract will only be reopened to implement such revised benefit upon mutual agreement.

8. Both parties agree to re-open negotiations around medical/dental/vision benefits during the 2017-2019 CBA should the Union request to do so. The parties further agree that any changes in medical/dental/vision provider collectively bargained and agreed upon as part of the reopener shall not take effect prior to January 1, 2019.

#### C. Long Term Disability Insurance

The City agrees to pay up to \$55 per month per member during the term of the Agreement for disability insurance for a plan of the Guild's choice.

#### D. Life Insurance

The City agrees to provide a life insurance policy for each employee in the amount of \$50,000.00.

#### E. Vision Insurance

The City will pay 100% of the premiums for the employee and dependents for the Vision Service Plan, full family, no deductible, second pair rider.

F. Voluntary Employees' Beneficiary Association (VEBA)

On July 1, 2018, the employer shall provide a \$1,000 contribution to a VEBA for each employee continuously employed from December 31, 2017, through June 15, 2018. This VEBA is being paid for consideration of a reduced premium healthcare plan collectively bargained.

On July 1, 2019, the employer shall provide a \$1,000 contribution to a VEBA for each employee continuously employed from December 31, 2018, through June 15, 2019. This VEBA is being paid for consideration of a reduced premium healthcare plan collectively bargained.

The parties agree that the VEBA payout is non-precedential and, as a result, expires with the term of the 2017-2019 CBA. Should the parties re-open negotiations around medical/dental/vision benefits during the 2017-2019 CBA, VEBA payouts may be subject to change with agreement from both parties.

G. Deferred Compensation

It is mandatory that all members of the collective bargaining unit shall defer a minimum of fourteen point four eight percent (14.48%) of their base salary per month into the Deferred Compensation Program under Section 457 of the Internal Revenue Code. This amount includes the contribution to the deferred compensation plan, made by the City on the employee's behalf, as described in Article IX of this Agreement. Employees hired after September 30, 1977 and before April 1, 1986 shall contribute 16.44% of their base salary per month into the Deferred Compensation program.

Those members of the collective bargaining unit enrolled in the Group Health Cooperative medical insurance plan offered by the City through the Association of Washington Cities Employee Benefit Trust (AWC), may reduce their mandatory contribution to their deferred compensation plan from 14.48% or 16.44 % to a lower amount, but not lower than nine point four-eight percent (9.48%).

## **ARTICLE 18**

### **PHYSICAL FITNESS**

A. The Olympia Police Guild and the City of Olympia hereby agree that the City may implement voluntary physical fitness standards for employees. Specifically, the City and the Guild agree

1. The Guild shall not object and shall agree to the implementation of voluntary physical fitness standards attached hereto as Appendix E and incorporated by reference.

2. In the event the City's physical fitness standards are found to violate State or Federal law, or the Constitution of the State of Washington or the United States, the City agrees to hold the Guild (as a legal entity) harmless for any claims or damages arising from physical fitness testing of employees provided that the City need not indemnify or hold the Guild harmless for any dishonest, fraudulent, criminal, or malicious act. In addition, either party may reopen negotiations on physical fitness standards in order to amend the standards to comply with legal requirements.

3. The Guild recognizes the City's right to amend entry-level physical fitness hiring standards without bargaining with the Guild. The City recognizes the Guild's right to bargain over any proposed changes in the physical fitness standards for employees.

4. Any dispute involving the interpretation, application, or alleged violation of any provision of this article will be subject to the grievance procedure of the parties' collective bargaining agreement.

B. Any employee injured on the job that results in a L&I time loss claim will be required to meet with the City's Health Advisor prior to returning to work to ensure that necessary measures are taken so that the employee does not re-injure him/herself. The purpose of the meeting is to impart information to the employee and no employee will be required to answer questions about medical conditions other than the specific job related injury or illness. Furthermore, an assessment will be made as to whether the employee would be a good candidate for voluntary participation in the Chronic Pain program. All expenses for participation in the Chronic Pain program due to the on-the-job injury will be paid for by the City. Nothing herein constitutes a waiver of employee privacy rights under state or federal law.

C. Employees shall be allowed 30 minutes of on-duty time each workday for physical exercise in a City-provided exercise facility, plus a 10 minute cool-down period, under the following conditions:

1. Exercise time will not be allowed during the last three hours of the shift, if the employee has any reports, daily paperwork, or other tasks that are not completed.
2. Exercise time will not be allowed and may be interrupted when there is a call for service that is a crime in progress or when there is a risk to the safety of persons or other officers. These are typically Priority 1 and 2 calls for service. Priority 3 & 4 calls (non-emergency) may wait until the exercise period is expired.
3. The exercise period will be a light workout. Officers may shed their ballistic vest and duty-belt but must otherwise remain in uniform, make an effort to keep perspiration to a minimum, and will not be allowed to shower on-duty as a result of the exercise period.
4. Longer voluntary exercise periods and shower time may be permitted for Training Days.
5. Failure to receive the exercise time shall not result in any overtime liability for the employer.

6. If at any time law dictates that donning and doffing time must be reinstated and compensated by the City, the 30 minute on-duty physical exercise period each workday shall end and no longer be compensated by the City.

## **ARTICLE 19**

### **DISCIPLINE AND DISCHARGE**

Discipline, including oral reprimand, written reprimand, suspension, demotion, reduction in salary, discharge, or other disciplinary sanction, shall be for just cause.

Disciplinary action which results in loss of pay shall be subject to the grievance procedure (up to and including arbitration) set forth in Article 7. Disciplinary action which does not result in loss of pay (oral reprimand and written reprimand) shall be subject to the grievance procedure set forth in Article 7, but may not be taken to arbitration under Step 4 of Article 7. Provided, however, that in a grievance concerning disciplinary action which results in a loss of pay and which is based in part on the issuance of a prior reprimand, the employee shall be entitled to challenge the appropriateness of the prior reprimand in the grievance concerning discipline which resulted in loss of pay.

Submission of any grievance concerning discipline will follow the provisions set forth in Article 7, Grievance Procedure.

## **ARTICLE 20**

### **PARKING**

The City shall continue to provide free and reasonably secure parking for personal vehicles belonging to members of the Guild; immediately before, during, and immediately after the employee's workday, at the workplace. The workday shall include the employee's regularly scheduled workday, overtime assignments, work related meetings, Guild meetings with City Officials, and court appearances.

There shall be two secure parking lots for Guild Members to park their personal vehicles. The primary parking lot is located inside the fence at the New City Hall; 601 4th Avenue East, Olympia; and a secondary parking lot located in the old Police Department fenced parking lot (now known as the Lee Creighton Law and Justice Center;) at 900 Plum Street SE., Olympia. All members of the Guild shall be allowed to park in the primary parking lot, with the exception of Patrol Swing Shift Officers under the following conditions:

All police officers regularly assigned to both Early and Late Swing Shifts, may park at the old City Hall & Police Department located at 900 Plum Street SE., inside the fenced parking lot (the old Police Department parking lot). The City will have police cars there for the Swing Shift Officers. The Swing Shift officers shall be there no later than at the start of their regularly scheduled shift; 1420 hours for Early Swing Shift and 1620 hours for Late Swing Shift. All Swing Shift officers shall have ten minutes to drive an assigned police car to the New City Hall.

Swing Shift officers are expected to be in the briefing room at 1430 hours for Early Swing Shift and 1630 hours for Late Swing Shift. Swing Shift officers shall then return their assigned police vehicles to the parking lot at the old City Hall during the last ten minutes of their shift. If Swing Shift Officers are extending the end of their scheduled shift with overtime, they will include ten (10) minutes of paid overtime to return their assigned patrol car to the Old City Hall fenced parking lot. If officers are working a period of overtime before the start of their regular shift, they will include ten (10) minutes of overtime for taking their assigned police car from the Old City Hall to the New City Hall. Any overtime assignments not connected to the officer's regularly scheduled shift, when using a police vehicle parked at the Old City Hall, will include paid time for retrieving and returning the vehicle to the Old City Hall parking lot, except for off-duty employment.

If officers are moving a police vehicle to, or from, the Old City Hall parking lot while not wearing their ballistic vest, or not equipped with their patrol rifle, or not equipped with their duty pistol and other less than lethal equipment, shall not be required to stop for anyone attempting to flag down the officer. In such cases the officer will notify the dispatcher of the person needing an on-duty officer, and may direct the person to go to the police station by pointing, or by use of the public address system in the police vehicle.

Officers assigned to Swing Shift, but are working an overtime assignment other than Swing Shift on a day off; or, attending training at the New City Hall; or, attending a work related meeting; or, meeting with City Officials; or, going to court; shall be allowed to park in the secure parking lot at the New City Hall.

Swing Shift Officers electing to take their assigned patrol vehicle home will do so only during their respective workweek, (from the start of their patrol shift on their first workday of their workweek, to the end of their patrol shift on the last workday of their workweek,) and will be subject to the geographical boundaries and provisions of OPD General Order 17.5.5 (Authorized use of Department Vehicles). These officers will be afforded the 10-minute driving allowance, when they report to their first workday of each workweek. On the last workday of each workweek, Swing Shift Officers will be allowed the ten minute driving allowance to return the car to the Justice Center parking lot. These Swing Shift Officers voluntarily participating in the Take-Home-Car Program will not get drive time, from the end of their first workday of the workweek, to the beginning of the last workday of their workweek. Officers not participating in the Take-Home-Car Program will get time to move patrol cars to/from the Justice Center (Old City Hall).

All police officers not assigned to Swing Shift will report to work at the New City Hall at their regularly scheduled times. The City shall provide these officers with free parking within the fenced police parking lot at the New City Hall.

If a parking space is not available for a Guild Member's personal vehicle, the Officer may move a police vehicle to an available street parking space to make room in the fenced parking lot for their personal vehicle.

## **ARTICLE 21**

### **INDEMNIFICATION OF EMPLOYEES**

The City shall provide legal defense and pay the cost of settlements and judgments for employees as provided in OMC Chapter 2.70. A member who disagrees with the City Manager's determination under OMC Chapter 2.70 may grieve that determination using the procedure set forth in Article 7 of this Agreement.

## **ARTICLE 22**

### **DASH-MOUNTED VIDEO SYSTEMS/BODY CAMERAS**

A. To enhance the ability of law enforcement personnel to accurately document events, conditions, and statements made during traffic stops, arrests, critical incidents and other related contacts dash-mounted video and audio systems will be installed in all patrol vehicles. It is further agreed that the labor-management committee will be responsible for writing the specific department policy that will govern the use, timing, recording, records retention and destruction of such recordings. The video system shall not record at all times when the patrol vehicle is in use, but shall be in operation as defined by the department policy for the purposes described above. Officers shall not be required to wear or carry a remote microphone at any time. Officers will be allowed to view any such video recordings before making any written or recorded statements and may view the recordings while writing reports related to the recordings.

B. Prior to any deployment and/or use of Body Cameras, the Parties agree to open the contract to negotiate through Labor Management the impacts and use of body camera technology.

## **ARTICLE 23**

### **REIMBURSEMENT OF EXPENSES**

The Guild agrees to request reimbursement of expenses in accordance with the City's general accounting policies. The City will notify the Guild in writing of any changes made to these policies and to discuss issues related to implementation.

## **ARTICLE 24**

### **Retirement ID**

Every police officer who is retiring from the Olympia Police Department in good standing and for reasons other than mental instability, shall receive an identification card from the Police Department by the retiring officer's retirement date, provided that the officer has given notice of the officer's "intent to retire" two weeks or more in advance. The identification card shall bear a recent photograph of the retiring officer, the card shall be signed by the Chief of Police, and identify the officer as a retired police officer. To be eligible for the Retired Law Enforcement Officer Identification Card, the retiring officer shall have served for an aggregate of 15 or more

years as a law enforcement officer and has a non-forfeitable right to benefits under the retirement plan of the State of Washington (LEOFF2) and is not prohibited by Federal law from receiving a firearm. The identification card shall contain the following language on the backside of the card in a font that is reasonably legible:

The officer identified on this card retired in good standing from service with the Olympia Police Department as a full-time law enforcement officer, for reasons other than mental instability; was regularly employed as a law enforcement officer for an aggregate of \_\_ years; has a non-forfeitable right to benefits under the retirement plan of the agency and the State of Washington; before such retirement, was authorized by law to engage in or supervise the prevention, detection, investigation, or prosecution of, or the incarceration of any person, for any violation of law, and had statutory powers of arrest. As long as the retired full-time law enforcement officer is not prohibited by Federal law from receiving a firearm, the retired officer is entitled to the privileges afforded by law.

Revised Code of Washington (RCW) [9.41.060](#), and;

United States Code (USC) Title 18 Chapter 44 Section 926C.

Every police officer who has given notice of the officer's intent to retire two weeks in advance of the retirement date shall be allowed on-duty opportunities to qualify with their personal handgun(s), using the Department's qualification course for off-duty firearms or secondary weapons. Any such officer who qualifies shall be issued a Certification of Firearms Qualification card from the Police Department bearing the officer's name and stating that the officer has met the qualification standards of the Olympia Police Department. The certificate shall be valid for one year of the date of the qualification and signed by the range officer making the certification. The date of the qualification shall be written on the certification card. The certification card shall also specify the type of firearm(s) (pistol and/or revolver) that the officer has qualified with.

The intent of this Article is to enhance current retirement practices regarding retiree identification and badges.

## **ARTICLE 25**

### **SAVINGS CLAUSE**

Should any provisions of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

## **ARTICLE 26**

### **ENTIRE AGREEMENT**

A. The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no express or implied or oral statements shall add to or supersede any of its provisions.

B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Guild, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## **ARTICLE 27**

### **TERM**

This Agreement shall become effective on, but not earlier than January 1, 2017 upon signing by both parties. It shall remain in full force and effect through December 31, 2019.

IN WITNESS WHEREFORE, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

FOR THE CITY OF OLYMPIA

FOR THE OLYMPIA POLICE GUILD

\_\_\_\_\_  
Steve Hall, City Manager

\_\_\_\_\_  
Paul Evers, Guild President

\_\_\_\_\_  
Jason Winner, Guild Negotiations Chair

## **APPENDIX A**

### **I. SALARIES**

Effective January 1, 2017, base wages shall be as follows:

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Police Recruit	5,761.34	6,049.43			

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Police Officer	6,401.54	6,751.23	7,125.30	7,428.40	7,925.72

Effective January 1, 2018, wages shall be increased by a percentage proportionate to the General Sales Tax Revenue increase over the prior year in accordance to the table set forth below with a two percent (2.0%) minimum increase and a four percent (4.0%) maximum pay increase.

Effective January 1, 2019, wages shall be increased by a percentage proportionate to the General Sales Tax Revenue increase over the prior year in accordance to the table set forth below with a two percent (2.0%) minimum increase and a four percent (4.0%) maximum pay increase.

If the annual increase in revenue received by the City of Olympia for general sales tax, which does not include the .02% sales tax for public safety, exceeds the prior year by a certain percentage (see table below) then wages for 2018 and/or 2019 will be increased according to the following table:

<b>Gross Sales Tax increase over prior year</b>	<b>Pay Range Increase</b>
≤ 0 -3.99%	No Increase above the 2%
4.00% to 5.99%	1% additional increase added to the 2%
6.00% and above	2%-additional increase added to the 2%

Retroactive pay shall be paid in separate checks from regular payroll (no direct deposit for retroactive pay). Retroactive pay may, at the employee's option, be paid directly into the employee's deferred compensation account rather than a separate check.

## II. DETECTIVE CLOTHING ALLOWANCE

Six hundred dollars (\$600) per year to be paid lump sum upon assignment during an officer's first year of assignment to the Detective Division and quarterly thereafter.

## III. CLEANING ALLOWANCE

Seven hundred twenty five dollars (\$725) per year to be paid quarterly.

## IV. EDUCATIONAL INCENTIVE AND PREMIUM PAY

AA Degree, 90 quarter credits, or 60 semester credits	3% of base salary
---	-------------------

BA/BS Degree	6% of base salary
Masters Degree	8% of base salary

V. DEFERRED COMPENSATION

See Article 9 and Article 17.

VI. LONGEVITY PAY SCHEDULE

Longevity pay will be re-instated and paid within the following schedule:

<b>Years of Service</b>	<b>1-6</b>	<b>7-10</b>	<b>11-14</b>	<b>15-18</b>	<b>19-22</b>	<b>23-26</b>	<b>27 &amp; More</b>
% of Base Pay	0%	1%	3%	5%	7%	8.5%	10%

Employees qualify for longevity by having the requisite years of service.

## APPENDIX B

Annual leave shall be based on the following schedule:

<b>Years of Service</b>	<b>Days</b>
1	21
2	22
3 and 4	23
5-7	24
8-10	25
11-13	26
14-16	27
17-19	29
20-22	31
23+	33

## **APPENDIX C**

### 1. Uniforms Option 1

<b>ITEM</b>	<b>NUMBER ISSUED</b>
Jacket (all weather)	1
Shirts Short Sleeve (Class B)	3
Shirts Long Sleeve (Class A)	3
Trousers (Class A)	3
Uniform Dress Cap w/Rain Cover	1
Gortex Water Resistant	1
Uniform Ball Cap	
Neck Tile (Long)	1
Raincoat	1
Shorts	1

### 2. Uniforms - Option 2

<b>ITEM</b>	<b>NUMBER ISSUED</b>
Jacket (all weather)	1
Shirts Short Sleeve (Class B)	2
Shirts Long Sleeve (Class A)	2
Trousers (Class A)	2
Shirts Short Sleeve (Class C)	1
Shirts Long Sleeve (Class C)	1
Trousers (Class C)	1
Uniform Dress Cap w/Rain Cover	1
Gortex Water Resistant	1
Uniform Ball Cap	
Neck Tile (Long)	1

<b>ITEM</b>	<b>NUMBER ISSUED</b>
Raincoat	1
Shorts	1

3. Uniforms - Option 3

<b>ITEM</b>	<b>NUMBER ISSUED</b>
Jacket (all weather)	1
Shirts Short Sleeve (Class B)	1
Shirts Long Sleeve (Class A)	1
Trousers (Class A)	1
Shirts Short Sleeve (Class C)	2
Shirts Long Sleeve (Class C)	2
Trousers (Class C)	2
Uniform Dress Cap w/Rain Cover	1
Gortex Water Resistant	1
Uniform Ball Cap	
Neck Tile (Long)	1
Raincoat	1
Shorts	1

4. Additional Uniforms for Officers Assigned to Special Units:

A. Traffic Unit

<b>ITEM</b>	<b>NUMBER ISSUED</b>
Leather Motorcycle Jacket	1
Trousers (Motorcycle)	2
Boots (Motorcycle)	1
Rain Suit	1
Motorcycle Helmet	1

<b>ITEM</b>	<b>NUMBER ISSUED</b>
Leather Gloves	1

B. Walking Patrol/Bicycle Unit

<b>ITEM</b>	<b>NUMBER ISSUED</b>
Bicycle Helmet	1
Uniform Bicycle Shirts	2
Uniform Bicycle Pants	2
Uniform Bicycle Shorts	2
Bicycle Gloves	1
Uniform Bicycle Jacket	1

C. K 9 Unit

<b>ITEM</b>	<b>NUMBER ISSUED</b>
Jumpsuits	3
Leather Gloves	1

5. Definitions:

Class A Uniform: Is the same as the “dress uniform” and shall consist of the long sleeve shirt, necktie, trousers, black belt, eight point uniform cap, and black shoes.

Class B Uniform: Shall consist of the long or short sleeve shirt, trousers, black belt, and black shoes.

Class C Uniform: Is the same as the “utility uniform” and shall consist of long or short sleeve shirt and trousers or shorts, which are machine washable.

## **APPENDIX D BILL OF RIGHTS**

1. Employee Rights. It is agreed that the City has the right to discipline, suspend, or discharge any employees for just cause.

2. Bill of Rights.

2.1 In an effort to ensure that investigations made by an officer or agency as designated by the Chief of Police of the Police Department are conducted in a manner which is conducive to good

order and discipline, the employees shall be entitled to the protection of what shall hereafter be termed as the "Employee Bill of Rights." Nothing in this Article shall be constructed so as to prevent the interviewing by supervisory personnel of their subordinates as necessary for the conduct of department business. These guidelines apply whenever the Department decides to conduct an investigation of an employee, and that the results of the investigation can reasonably lead to discipline of the employee. The Guild recognizes the need to clarify citizen inquiries and complaints in a timely fashion.

2.2 Every employee who becomes the subject of an internal investigation shall be provided a copy of the complaint if written or a written summary of the complaint if it is not available.

2.3 Any employee who becomes the subject of a criminal investigation shall have all rights accorded by the State and Federal constitutions and Washington law.

2.4 Forty-eight (48) hours before any interview commences, the employee shall be informed, in writing, of the nature of the investigation, that they are considered to be a subjects at that stage of the investigation, and provided sufficient information concerning the factual nature or subject of the investigation so as to reasonably apprise the officer of the specific allegations. An employee may waive the 48-hour requirement in writing. The written notice requirement does not apply to an investigation not reasonably likely to result in an economic sanction, provided that in such instances an employee could assert a right to a 48-hour period to consult with a Guild representative and prepare for the interview. An employee who is a witness and is not a subject shall be informed in the same manner as subjects provided that such notice need not be given forty-eight (48) hours in advance, provided further that witnesses retain whatever rights to representation they may be allowed law

2.5 The interview of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigency of the interview dictates otherwise.

2.6 At the cost of the requesting party, the employee or City may request that an investigative interview be recorded, either mechanically or by a stenographer. There can be no "off-the-record" questions. Upon request, the employee under an investigation shall be provided an exact copy of any written statement the employee has signed or, at the employee's expense, a verbatim transcript of the interview.

2.7 The employee will be required to answer any questions involving administrative (as opposed to criminal) matters under investigation. Prior to any questioning, the employee will be notified in writing and acknowledge receipt of the following:

"You are about to be questioned as part of an internal investigation being conducted by the Police Department. You are hereby ordered to answer the questions which are put to you which relate to your conduct and/or job performance, or your fitness for duty, and to cooperate with this investigation. Your failure to cooperate with this investigation can be the subject of disciplinary action in and of itself, including dismissal. The statements you make or evidence gained as a result of this required cooperation may be used for administrative purposes but will not be used or introduced into evidence in a criminal proceeding."

Employees who are subject to a criminal investigation shall be advised of that.

2.8 Interviewing shall be completed within a reasonable time and shall be done under circumstances devoid of intimidation or coercion. Forty-eight (48) hours prior to all investigative interviews, the employee shall be afforded an opportunity and facilities to contact and consult with his or her Guild representative before being interviewed, and to be represented by the Guild representative to the extent permitted by law. The employee shall be entitled to such brief intermissions as the employee shall reasonably request for personal necessities, meals, telephone calls, consultation with his or her representative, and rest periods.

2.9 The employee shall not be subjected to any profane language nor threatened with dismissal, transfer or other disciplinary punishment as a guise to obtain the resignation of said employee nor shall the employee be subjected to intimidation in any manner during the process of interrogation. No promises or rewards shall be made to the said employee as an inducement to answer questions.

2.10 Investigations shall be concluded within a reasonable period of time. Within a reasonable period after the conclusion of the investigation and no later than forty-eight (48) hours prior to a pre-disciplinary hearing, the employee shall be advised of the results of the investigation and the recommended disposition (which may be a range of possible dispositions) and shall be provided a copy of the complete investigatory file.

2.11 All interviews shall be limited in scope to activities, circumstances, events, conduct or actions which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the employee about information which is developed during the course of the interview.

2.12 No employee shall be requested or required to submit to a polygraphs test; nor shall this employee be dismissed for or shall any other penalty be imposed upon the employee solely for a failure to submit to a polygraph test. This provision shall not apply to either the initial application for employment or to persons in the field of public law enforcement who are seeking promotion.

2.13 When an employee, whether on or off duty, uses deadly force which results in the injury or death of a person, the employee shall not be required to make a written or recorded statement for forty-eight (48) hours after the incident. The affected employee may waive the requirements to wait forty-eight (48) hours.

2.14 Should any section, subsection, paragraph, sentence, clause or phrase in this Article be declared unconstitutional or invalid, for any reason, such decision shall not affect the validity of the remaining portions of this Article.

2.15 Medical or Psychological Examinations.

2.15.1 The Employer retains the right to require employees to submit to medical or psychological examinations whenever there exists reasonable cause to believe an employee is

unfit for duty. Any relevant medical history of the employee which the examining professional conducting a psychological evaluation requests shall be released by the employee only to the examining professional.

2.15.2 The examining professional shall issue a written report to the Employer, as the client, provided however, a Guild representative with permission of the employee shall have the right to meet with the examining professional to discuss the evaluation results and provided further that such report shall indicate only whether the employee is fit or unfit for duty and in the event an employee is unfit the expected prognosis and recovery period as well as any accommodations which could be made to allow an employee to return to duty.

2.15.3 If the employee believes that the conclusions of the examining professional are in error, he/she may obtain an additional examination at his/her own expense and the Employer will provide the examining professional with documents which were utilized by the Employer's examining professional.

2.15.4 The Employer will undertake to have the Employer's examining professional make him/herself available to answer appropriate questions by the examining professional who conducts the independent examination.

2.15.5 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.

2.15.6 The employee making the request for release or transfer of examination materials will execute waiver forms as needed.

## 2.16 Personnel Records

(a) Contents. A "personnel file" shall be defined as any file maintained by the City or Department (including supervisors) 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 that 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.

(b) Each employee's personnel files shall be open for review by the employee at reasonable times and with reasonable notice, provided that employees shall not have the right to review psychological evaluations. The Employer shall maintain no secret personnel files not subject to inspection.

(c) Any complaint that is not sustained will be retained no longer than the current year plus three years, unless otherwise required by law. Any sustained violation of City Policy or the Police Department General Orders, not listed below, resulting in a verbal, written warning or suspension of 5 days or less will be retained no longer than the current year plus three years,

unless otherwise required by law. Any sustained complaint of criminal law violations, City administrative Guidelines pertaining to harassment, substance abuse, workplace violence or the Police Department's policy regarding truthfulness or a single suspension of more than 5 days may be retained indefinitely. Removal of any item will be requested by the employee.

(d) 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 three (3) business days notice before releasing any requested documents. The Employer will allow the employee and the Guild the opportunity to legally object to unwarranted disclosures.

## USE OF FORCE

3. **Statement of Purpose.** The parties recognize that adequate training is critical for preventing unnecessary use of force and for minimizing the impact on an officer who is involved in a situation where force must be used. The Department recognizes that it is its obligation to provide adequate training in this area, including the reactions of officers in critical instances and in dealing with problems that result after being involved in a critical incident.

4. **Procedures.** Any time a major incident occurs involving a use of force as defined in the Department's Policy and Procedures Manual, the following will apply:

4.1 Upon arrival at a scene where use of force has taken place, representatives of the Department shall only request from the officer that information needed to secure the scene, identify witnesses, and to follow-up and apprehend any perpetrators of the crime who may be at large or other exigent circumstances. The Department will not otherwise question the officer(s) regarding any information regarding the incident, but will inform the officer involved in the incident that they have the right to be allowed immediate access to any of the following:

- a. Their spouse;
- b. The Association's attorney and the attorney's agents;
- c. The officer's personal attorney;
- d. Psychologists, psychotherapists, or ministers depending upon the officer's choice;
- e. Peer support counselor;
- f. Guild Representative.

The Department will notify a Guild representative of the incident and allow the employee to have access to the representative. The Department and the Guild shall mutually agree on designated peer support counselors.

4.2. The Department will conduct a thorough and competent investigation of the incident, including using the appropriate techniques for preservation of the scene if relevant where the use

of force took place. All reports and findings from this investigation will be immediately made available to the Guild upon request. If the Department must preserve a chain of custody for weapon or weapons utilized in the incident, the officers will be immediately issued replacement weapons unless it is clearly inappropriate to do so.

4.3. The Department will assign an interviewer to interview the officer. If there are multiple investigators assigned because of the concurrent investigations that are underway, the investigators will coordinate so that one investigator will be primarily responsible for the interview. All attempts will be made to minimize the need for successive interviews.

4.4. No statement will be required within 48 hours after the incident. The interview of the officer involved in a critical situation will be done under circumstances intended to minimize the traumatic affect of the interview on the officer. The officers will be given reasonable breaks and periods to prepare for the interview, and be given access to the above-listed personnel to be present during the interview upon request. If requested, the interview will be postponed until the officer has been able to seek a single session of professional counseling before the interview takes place.

4.5 At the discretion of the Police Chief, the officer may be placed on administrative leave.

4.6 While on administrative assignment, the City will allow access to the officer's choice of counselors or doctors without loss of pay or benefits to the officer.

4.7 When either the officer or the Department believes that the officer should return to the officer's regular assignment, at the Department's option the officer will provide a letter from his licensed treating counselor or doctor indicating that the officer is ready to return to his regular duties or to modified duties. The Department at its option may request an independent medical exam, which will be conducted in conformity with the procedures outlined in this Agreement including section 2.16 of this Article.

4.8 After returning to duty, the officer will be encouraged and allowed full access to counselors without loss of pay or benefits to the officer while participating in such program.

## **APPENDIX E Physical Fitness Test**

STATION 1 - OBSTACLE COURSE (43 seconds)

Under Barricade

Zig Zag Run

Balance Beam

Thirty (30) Yard Run

Pass

Fail

Testing Officer

STATION 2 - 300-YARD RUN (90 seconds)

Pass Fail Testing Officer

STATION 3 - VEHICLE PUSH - 10 FEET (13 seconds)

Pass Fail Testing Officer

STATION 4 - BODY DRAG - 30 FEET (15 seconds)

Pass Fail Testing Officer

The physical fitness test will be conducted in a single session. Moving from one event to another will allow adequate rest between events. Testing is considered on-duty time. Testing will be held during the months of May and June. Employees will be provided at least two opportunities (one in each month) to pass the test. The test will normally be scheduled for a time while employees are on duty. For special circumstances such as serious illness or injury, at the Chief’s discretion, an officer may be given another opportunity to test outside the normal testing times. Employees who successfully complete the test will be provided incentive pay equal to a percent of their base wage as described below which shall be added to their regular paycheck

<b>Years of Service</b> <b>(Based on the years of service the employee is currently in; not the year of service completed.)</b>	<b>1-10</b>	<b>11 - 14</b>	<b>15 - 18</b>	<b>19+</b>
Incentive Pay  (Percentage of Base Salary)	1%	1.5%	2%	2.5%

Such incentives shall be considered earned for the following twelve month period and must be re-earned each May or June to take effect July 1. In the event the City’s physical fitness standards are found to violate State or Federal law, or the Constitution of the State of Washington or the United States, and the test is no longer administered for this or any other reason, the City agrees to pay the premiums in the table above, minus 1%, of the employee’s base wage to all employee’s.

## **MOU – OUT OF CLASS PAY**

### **MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OLYMPIA AND THE OLYMPIA POLICE GUILD**

The Guild and the City desiring to amend the current Collective Bargaining Agreement (CBA) between the City of Olympia and the Olympia Police Guild, hereby enter into this Memorandum of Understanding (MOU), and agree to the following terms:

- 1) Article 9 Salaries, Section C. Out of Classification, will be changed from:

An employee designated by the Chief of Police as acting-in-capacity in a higher position than his/her permanent classification shall immediately receive pay in that position's salary range at the first step of that position that represents a minimum of eight percent (8%) increase over his/her current pay, including any special pay;

to

An employee designated by the Chief of Police as acting-in-capacity in a higher position than his/her permanent classification shall immediately receive a pay increase of eight percent (8%) over his/her current pay, including any special pay and add pay.

2) The parties agree that this MOU will not create a past practice and neither party will use this MOU for any other purpose.

All other provisions of the current collective bargaining agreement shall remain unchanged. Both parties agree that this memorandum of understanding shall not restrict either party's right to negotiate the subjects of this memorandum of understanding for successor collective bargaining agreements. This memorandum of understanding shall not inhibit any other memorandums of understanding that have been signed by both parties.

IN WITNESS WHEREFORE, THE PARTIES HERETO HAVE EXECUTED THIS MEMORANDUM OF UNDERSTANDING IN OLYMPIA, WASHINGTON.

FOR THE CITY OF OLYMPIA

FOR THE OLYMPIA POLICE GUILD

\_\_\_\_\_  
Steven R. Hall

\_\_\_\_\_  
Date

\_\_\_\_\_  
Paul Evers

\_\_\_\_\_  
Date

City Manager

Guild President