

**COLLECTIVE BARGAINING AGREEMENT**

**by and between**

**THE CITY OF WEST RICHLAND  
(CITY)**

**and**

**WEST RICHLAND POLICE OFFICERS ASSOCIATION  
(WRPOA)**

**January 1, 2020 – December 31, 2022**

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## **PREAMBLE**

This Agreement is made and entered into by and between the City of West Richland, Washington, hereinafter referred to as the "Employer," and West Richland Police Officers Association, Inc., hereinafter referred to as the "Association," for the purpose of establishing certain wages, hours and working conditions affecting the employees as well as increasing the general efficiency of the City Police Department and maintaining harmonious relations between the City, its employees and the Association. To accomplish the foregoing, the parties agree to the following articles within this Agreement.

## **ARTICLE 1 - RECOGNITION**

- 1.1 The Employer recognizes the Association as the exclusive designated representative for regular full-time and regular part-time fully commissioned employees of the City of West Richland Police Department, excluding the Police Chief, records supervisor, records specialist, administrative assistant, Captain, Animal and Code Compliance Officer, and any and all other employees of the Employer.
  - 1.1.1 Although provisional officers and reserve officers are referenced in Article 11, these are not fully commissioned personnel and are non-uniformed personnel as defined in Chapter 41.56, RCW. Therefore, they do not have access to binding interest arbitration as the final step in negotiations.
- 1.2 The parties agree to meet at reasonable times and places to exchange written proposals concerning wages, hours, terms and conditions of employment as specified in RCW 41.56. All agreements reached during such negotiations shall be reduced to writing and shall be binding on the parties.

## **ARTICLE 2 - ASSOCIATION MEMBERSHIP**

- 2.1 The City shall deduct from the pay of such persons electing to have dues deducted the monthly amount of dues as certified by the secretary of the Association and transmit such dues monthly in full to the Association's financial account(s) designated by the treasurer of the Association. Per the US Supreme Court decision on Janus v. AFSCME, employees may opt out of the Association and will not have dues deducted from their pay. These employees are still represented by the CBA in its entirety. Any dispute regarding the provisions of this section as between the Association and an employee shall not require any action or participation by the Employer such as disciplinary action.

- 2.2 The Employer will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership in, or legitimate activity as required in this Agreement.
- 2.3 With prior written notice to the Chief or his/her designee, the Association may schedule and hold meetings in the Police and City Hall buildings so long as such meetings do not interfere with the operation of City services, and the meeting relates to Association business. The Association shall have the right to post notices of activities and matters of Association concern on the bulletin board specified by the Chief.
- 2.4 The Association agrees to defend and hold the Employer harmless from and against any and all claims, demands, lawsuits, orders or judgments arising from the administration and effects of this Article. Notices posted on the Association bulletin board shall conform with the City and Police Department Anti-Harassment policies and relate to Association business.

### **ARTICLE 3 - DISCIPLINE**

- 3.1 The Police Chief may discipline an employee subject to just cause. Examples of just cause for discipline are as follows:
- (a) Consuming intoxicants, and/or prescribed medication while on duty or in a manner which affects the officer's ability to perform his/her duties, improper and/or illegal use or possession of a controlled substance at any time.
  - (b) Reporting for duty with the presence of alcohol, controlled substances and/or prescribed medication in the officer's bodily systems (blood, breath and/or urine) which affects the officer's ability to perform his/her duties.
  - (c) Disobedience to a lawful order given by a superior officer.
  - (d) Incompetence, inability to comply with or support goals of the Police Chief relating to the amount and quality of work.
  - (e) Deliberate destruction of the Police Department's or another employee's property.
  - (f) Neglect of duty.
  - (g) Discourtesy to the public while on duty, or while identified as a police officer.
  - (h) Refusal to comply with any lawful departmental rule; provided that such rule shall be posted in each department where it may be read by all employees.
  - (i) Disorderly conduct.
  - (j) Sleeping on duty.
  - (k) Dishonesty.
  - (l) Giving or taking of bribes.
  - (m) Failure to report for duty without authorization from his/her immediate supervisor.
  - (n) Excessive absenteeism which has no lawful reason and/or which is not subject to protected status leave.

- (o) Borrowing or taking tools, equipment, or other property of the Police Department for private or personal use; however, if such property may properly be loaned to members of the public, then it may be loaned to employees who follow the normal checkout procedures.
- (p) Abuse of sick leave by falsification and/or misrepresentation.
- (q) Criminal conviction, or alternative disposition as a result of a criminal case.
- (r) As a respondent, having a final domestic violence protection order issued by a court of competent jurisdiction which deprives the employee from being able to carry a firearm on-duty.
- (s) Violation of Police Department Policies and Procedures inclusive of Lexipol policies and procedures adopted by the Department.

**3.2 Formal disciplinary action shall include only the following:**

- (a) Verbal reprimand, which may be documented in writing;
- (b) Written reprimand;
- (c) Suspension without pay;
- (d) Demotion (where applicable);
- (e) Discharge/Termination.

**3.2.1** Written Counseling/Coaching statements are not formal discipline and may not be used to support future discipline; provided, however, written counseling/coaching statements can be used by the Employer to prove just cause notification in the case of subsequent disciplinary actions.

**3.3** The parties agree that progressive and escalating levels of discipline are preferable in order to allow an employee proper notice of misconduct and the opportunity to improve performance and to allow the Employer to document prior disciplinary matters. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offenses and prior record of discipline; the order in which these criteria appear is not indicative of their priority. Subject to the tenets of just cause, all previous disciplinary actions in an employee's file may be evaluated and considered in a disciplinary action. The Chief and Captain have the authority to issue any and all disciplinary action identified in section 3.2. Sergeants have the authority to issue a verbal reprimand or written reprimand with approval from the Chief or Captain.

- 3.4 When the Police Chief has reasonable suspicion to believe that circumstances are such that retention of the employee will violate City, State or Federal law or will likely result in disruption of Employer services, damage to or loss of Employer property or be injurious to the employee, fellow employees or the services provided by the Employer, the Police Chief may place the employee on administrative leave with pay immediately, pending an internal affairs investigation and potential discipline. In such cases, the specified charges/allegations against the employee shall be made available to the employee and the Association, in writing, by the Employer not later than three (3) working days after the employee was placed on administrative leave with pay.
- 3.5 (a) Newly hired employees serve an initial new-hire probationary period of eighteen (18) calendar months. Probationary employees shall work under the provisions of this Agreement, but shall be only on a trial basis, during which period they may be discharged without just cause and without any recourse for their discharge during their new-hire probation, so long as their discharge was not for an unlawful reason.
- (b) Lateral hire and/or an employee eligible to be certified by CJTC equivalency academy shall serve a probationary period of twelve (12) calendar months. Such employee shall be on a trial basis, during which period they may be discharged without just cause and without any recourse for their discharge, so long as their discharge was not for an unlawful reason.
- 3.6 The employee shall have the right to inspect the full contents of his/her personnel file(s). Personnel file(s) are any file (including police supervisory files) about the employee maintained by the City. An employee shall have a right to obtain a complete copy of the employee's personnel file(s) and will be provided a copy at no cost, within three (3) business days from an employee's written request. However, such written request for a copy shall not require the City to duplicate copies of documents previously provided to an employee within the twenty-four (24) months preceding the written request. No complaint or document shall be placed in the personnel file of an employee without the employee having been first notified of said complaint or document and given a copy of such complaint or document. An employee or the Association, on behalf of an employee, who disagrees with the validity of any complaint or document added to the file shall have the opportunity to challenge said complaint under the grievance procedure herein. The employee or the Association on behalf of the employee shall have the right to add their written comments to materials added to the personnel file. Such written comments must be directly related to and/or responsive to the document to which it is attached or associated with, and shall be attached to the complaint or document in the employee's personnel file to which it relates.
- 3.7 Any written reprimand and/or complaints in an employee personnel file will be removed from the file after one (1) year if there has been no recurrence of the

type or kind of conduct giving rise to the reprimand. If there is a recurrence, the written reprimand and/or complaints will remain in the file for one (1) year from the date of the recurrence.

- 3.7.1 Any documentation in a supervisor's (Sergeant's) file related to an employee shall be removed and permanently purged from the supervisor's file after one (1) year from the date of the documentation or at the time of the employee's annual performance evaluation, whichever time period is less.
- 3.7.2 Any verbal or written reprimand in a supervisor's (Sergeant's) file related to an employee shall be removed and permanently purged from supervisor's file after one (1) year from the date of the documentation or at the time of the employee's annual performance evaluation, whichever time period is less. If there is a recurrence, the written reprimand and/or complaints will remain in the file for one (1) year from the date of the recurrence.
- 3.8 Suspension Without Pay: Any documented disciplinary suspension of forty (40) hours or less in an employee personnel file will be removed from the file after five (5) years if there has been no recurrence of the type or kind of conduct giving rise to the suspension. If there is a recurrence, the disciplinary suspension documentation will remain in the file for five (5) years from the date of the recurrence.
- 3.9 Demotions, discharges (terminations), and suspensions without pay of more than forty (40) hours will remain in the personnel file permanently.
- 3.10 Discipline investigations will be done in accordance with Lexipol Policies and procedures adopted by the Department.
  - 3.10.1 An IA is mandatory if the discipline may result in a suspension without pay, demotion, or discharge/termination. An IA is not necessary, as determined by the Chief or Captain, if the discipline will result in a verbal or written reprimand.
- 3.11 The involved employee or their designee, must initiate a written request for removal of documents subject to removal by this Article 3. Such requests may be initiated no earlier than thirty (30) calendar days prior to the applicable timeframe set forth in Article 3.
- 3.12 If a Prosecutor issues a formal "Brady" directive/letter related specifically to an employee's truthfulness or veracity, the City may choose to discharge/terminate the employee from their employment with the City, due to the fact that the employee is unable to perform an essential function of their position. The

process for discharge/termination of an employee will follow adopted Lexipol Policies and procedures.

#### **ARTICLE 4 - DEFENSE AND LIABILITY**

- 4.1 **Defense Against Criminal Charges.** The Employer shall, at the Employer's expense, defend an officer against criminal charges brought against such officer for action occurring while acting in the official capacity as a Police Officer, except in instances of intentional misconduct. If the Officer is convicted then the Officer shall be obliged to reimburse the Employer for all defense fees and costs. It shall be the obligation of the Officer to pay for attorney's fees and costs associated with an appeal.
- 4.2 **Liability Insurance.** The Employer agrees to either provide insurance coverage on behalf of the employees or provide liability defense for employees or a combination thereof in order to reasonably protect and indemnify employees from liability to third parties resulting from employees negligently performing duties within the scope of employment.
- 4.3 **Legal Defense.** Beginning the first pay period of each month starting March 1st 2009, and each month thereafter, the City will reimburse each employee two dollars (\$2.00) per pay period. This reimbursement is specifically utilized for the Association members assessment towards a legal defense insurance fund provided by and through the WRPOA. The Association will administer the collection of funds to cover the cost of the legal defense insurance and the Association will be responsible for all payments and enrollment in any such program. The legal defense attorney represents the individual member and will not represent the employee in PECBA related matters with the City.

#### **ARTICLE 5 - HOURS OF WORK AND OVERTIME**

- 5.1 **Work Schedule and Work Shift.** Work schedules shall be determined by the Chief or his/her designee and an employee shall work one (1) of the work schedules set forth below (also see *Appendix B* attached hereto). Work schedules for shift work employees indicating the hours and work days scheduled to be worked for the following month shall be posted on department bulletin boards at least thirty (30) calendar days in advance. The phrase work period as used throughout this Agreement encompasses consecutive days of work as commonly used in the FLSA.
- 5.1.1 A normal work schedule for an eight (8) consecutive hour or ten (10) consecutive hour work shift shall consist of forty (40)-hours of work during any seven (7)-day work period beginning with an employee's first regular scheduled work shift.

- 5.1.2 A normal work schedule for a nine (9) consecutive hour work shift shall consist of eighty (80) hours of work during a fourteen (14)-day work period beginning with an employee's first regular scheduled work shift. When using a nine (9) consecutive hour work shift work schedule, an employee will regularly be scheduled to work eight (8) nine (9) consecutive hour work shifts and one (1) eight (8) consecutive hour work shift.
- 5.1.3 A work schedule for a twelve (12) consecutive hour work shift shall consist of either one hundred fifty-six (156), one-hundred sixty-four (164), or one hundred sixty-eight (168) hours of work during a twenty-eight (28)-day work period beginning with an employee's first regular scheduled work shift. Officers attending the Washington State Criminal Justice Training Commission basic law enforcement academy are ineligible to work the schedule set forth in this section during their time at the academy. Over the course of thirteen (13) twenty-eight-(28)-day work periods an employee will be regularly scheduled to work two thousand eighty (2080) hours, which shall be scheduled over the course of the thirteen (13) work periods as follows:
- (a) During seven (7) of these twenty-eight (28)-day work periods an employee will be regularly scheduled to work thirteen (13) twelve (12) consecutive hour work shifts and shall be regularly scheduled for fifteen (15) unpaid days off. One (1) of these unpaid days off shall be referred to as a pre-scheduled unpaid day off, and shall fall on a day that the rest of the employee's squad is regularly scheduled to work. Pre-scheduled unpaid days off shall be scheduled in accordance with sub-section (d) of this Section. The Chief shall select the pre-scheduled unpaid days off for squad sergeants based upon the operational and supervisory needs of the Employer. An employee shall be regularly scheduled to work one hundred fifty-six (156) hours during each of these seven (7) twenty-eight (28)-day work periods.
  - (b) During five (5) of these twenty-eight (28)-day work periods an employee will be regularly scheduled to work thirteen (13) twelve (12) consecutive hour work shifts and one (1) eight (8) consecutive hour training day, and shall be regularly scheduled for fourteen (14) unpaid days off. The pre-scheduled unpaid day off provisions of subparts (a) and (d) of this section shall be used to schedule one (1) of an employee's fourteen (14) regularly scheduled unpaid days off during these work periods. An employee shall be regularly scheduled to work one hundred sixty-four (164) hours during each of these seven (7) twenty-eight (28)-day work periods. These five (5) work periods shall not be scheduled consecutively. The dates on which each of the five (5) training days will occur will be identified by the Chief or his or her designee prior to January 15<sup>th</sup> of

each year. Once identified and set by the Chief, these training days may not be modified, except for an emergency. Each of these training days will be worked by an employee at the employee's regular straight time rate of pay. Excused absence from training shall be handled on a case-by-case basis and make-up training days shall also be paid at the straight time rate of pay.

- (c) During one (1) of these twenty-eight (28)-day work periods an employee will be regularly scheduled to work fourteen (14) twelve (12) consecutive hour work shifts and shall be regularly scheduled for fourteen (14) unpaid days off. An employee shall be regularly scheduled to work one hundred sixty-eight (168) hours during this twenty-eight (28)-day work period.
- (d) The Chief shall pre-determine days on which employees can take their pre-scheduled unpaid day off. The Chief shall select the pre-scheduled unpaid days off for squad sergeants based upon the operational and supervisory needs of the Employer. The officers shall then select their pre-scheduled unpaid day off from the remaining pre-determined days in order of seniority. For each work period in which an employee shall be granted a pre-scheduled unpaid day off, the employee's pre-scheduled unpaid day off shall fall on the same day of the week (e.g., Monday, Tuesday, Wednesday, etc.), but not necessarily the same day within each work period (e.g. the first Monday, the second Tuesday, etc.). Trainees shall have the same pre-scheduled unpaid day off as their Field Training Officer (FTO). No later than November 1<sup>st</sup> of each year, the Chief shall provide employees with a schedule of available pre-scheduled unpaid days off for the following year. Subject to prior approval by the squad sergeant, employees may use shift trades to exchange pre-schedule unpaid days off. Trades may only be approved if the following conditions are met: (1) trades must be completed in the same (28)-day work period; (2) the trade will not result in overtime payment by the City; (3) the trade will not cause the City to fall below minimum staffing levels; and (4) the trade will not interfere with the FTO program by separating the trainee and the assigned FTO.

5.1.4 A normal work schedule for non-patrol work such as Detectives shall consist of a work schedule as set forth in section 5.1.1 or 5.1.2.

Due to the nature of the investigations conducted by the METRO Task Force, Detective(s) assigned to the METRO may have shift times adjusted during the pay period to accommodate the unique aspects of that unit's investigations.

- 5.1.5 When using the schedules above, the parties have agreed to follow the FLSA section 207(k) rules.
- 5.1.6 Appendix B, which is attached to this Agreement, shows examples of the work schedules set forth above. The Chief may assign patrol officers to work eight (8)-hour, nine (9)-hour, ten (10)-hour and/or twelve (12)-hour shifts. The Chief may assign some patrol officers to work ten (10)-hour shifts while other patrol officers can be assigned twelve (12)-hour shifts. The purpose of this flexibility is to provide the best coverage as determined by the Chief or his/her designee.
- 5.1.7 With at least fifteen (15) calendar days' written notice to the affected employee, in the case of an individual employee training class, of twenty-four (24) hours or more, the Employer has the right to adjust the employee's regular work period work schedule so that the employee will work a forty (40)-hour work week during the work week(s) encompassing the employee's training class.
- 5.1.8 Training opportunities learned of by the parties with less than fifteen (15) calendar days' notice may be accommodated by the parties with written mutual agreement of the employee, the Association President or designee, and the Chief or designee, so long as there is written agreement as to how many hours will be worked in the applicable work period by the affected employee, and at what rate of applicable regular pay those hours will be compensated.
- 5.1.9 In the case of individual officer training classes, the Employer has the right to adjust the employee's work schedule to an eight (8) hour workday for up to one (1) week within a work period. The remainder of the work period, the employee's schedule will revert to their regular scheduled work shifts. Individual officer training classes will be scheduled with thirty (30) calendar days' written notice unless the Employer receives less than thirty (30) calendar days' notice of the training class in which case as much notice as practicable will be provided to the affected employee. If adjustments done pursuant to this section cause an employee to work more than one hundred and sixty-eight (168) hours in their twenty-eight (28)-day work period, at the option of the employee they may limit their hours worked in the work period to one hundred and eighty (180) hours. All other provisions of the CBA will still apply.
- 5.1.10 The designation of five (5) training days set forth in section 5.1.3(b) does not limit the Chief or designee from scheduling additional training sessions throughout the calendar year. The rate of pay paid to employees for additional training sessions shall be in accordance with this Agreement. If the training day is a non-regular work day for an employee then any non-training hours worked by an employee in connection with the training day will

be paid at the rate of double time (2x) the employee's regular rate of pay. If the training day is a regular workday for an employee then the non-training work performed by the employee on the day will be paid at the employee's applicable regular rate of pay.

- 5.2 Subject to the terms of this Agreement, the Police Chief shall have the right to implement a work schedule which consists of no more than one hundred sixty-eight (168) hours in any twenty-eight (28) day work period.
- 5.2.1 Subject to the terms of this Agreement, the Chief shall also have the right to implement, if deemed in the best interest of the Employer, a work period other than a twenty-eight (28)-day work period with a one hundred sixty-eight (168)-hour threshold (e.g. a seven (7)-day work period with an overtime threshold of forty (40) hours per work week or a fourteen (14)-day work period with an overtime threshold of eighty-four (84) hours per work period).
- 5.2.2 The City will implement a payroll recording system which will keep track of time worked within the appropriate work period utilized by the parties.
- 5.3 Meal and Rest Periods. All work shifts shall include paid meal and paid rest breaks. During eight (8)- and nine (9)-hour work shifts, the employee will be entitled to paid rest breaks and paid lunch breaks not to exceed one (1) hour per work shift. During ten (10)- and twelve (12)-hour work shifts, the employee will be entitled to paid rest breaks and paid lunch breaks not to exceed one and one-half (1.5) hours per work shift.
- 5.4 Workday. A normal work day shall consist of eight (8) consecutive hours in a work day, nine (9) consecutive hours in a work day, or ten (10) consecutive hours in a work day, or twelve (12) consecutive hours for a work shift work schedule as defined in this Article. A work day is defined as a twenty-four (24) consecutive hour period of time commencing with the start of an employee's regular scheduled work shift.
- 5.5 Shift Change. Except in an emergency, the Employer shall provide the Association and its members with at least thirty (30) days' written notification prior to any shift changes such as changing from twelve (12)-hour shifts to eight (8)-, nine (9)-, or ten (10)-hour shifts.
- 5.5.1 A long term shift change shall be for twenty-eight (28) or more consecutive calendar days.
- 5.5.2 Shift changes will be posted with at least thirty (30) days' written notice. Shift changes may occur with less than thirty (30) days' notification with approval from both the affected employee and the Chief or his/her designee which will be documented by simple email.

5.5.3 The above provision does not apply to employees who have not completed the Basic Law Enforcement Academy, or are currently in the department FTO program. The Chief of Police or his/her designee will provide these employees a reasonable length of advance notice when changes are made to their schedules. If these employees' work schedules are going to change days to nights or nights to days, the employee will be provided at least two days off in order to transition.

5.6 Overtime.

5.6.1 Time worked in excess of one hundred sixty-eight (168) hours per twenty-eight (28)-day work period shall be compensated for at one and one-half (1.5) times the employee's regular hourly rate of pay.

5.6.2 If the Chief should implement a different work period such as a seven (7)-day work period with a forty (40)-hour overtime threshold, then time worked in excess of the forty (40)-hour overtime threshold shall be compensated for at one and one-half (1.5) times the employee's regular hourly rate of pay.

5.6.3 For a twelve (12)-hour patrol shift with a fourteen (14)-day work period, time worked in excess of eighty-four (84) hours in a fourteen (14)-day work period shall be compensated at one and one-half (1.5) times the employee's regular hourly rate of pay.

5.6.4 Overtime shall only be worked when such overtime has been specifically authorized by the Chief or his/her designee prior to the overtime being worked.

5.6.5 For a work shift extension employee's shall be compensated at the rate of one and one-half (1.5) times their regular rate of pay for all hours worked in a work day beyond the employee's regularly scheduled work shift hours. Work shift extension shall not be subject to call back pay.

5.6.6 Paid time taken in accordance with Article 7 (PTO) and compensatory time taken in accordance with Section 5.8 of this Agreement shall count as time worked for purposes of counting towards the overtime threshold.

5.7 Callback. An employee called in or back to work at a time other than their regularly scheduled work hours shall be paid a minimum of three (3) hours at the rate of time and one-half (1.5) their regular rate of pay. Any time spent in excess of the minimum three (3) hours, at a time when an employee was not regularly scheduled to work, shall be paid to the employee at the rate of time and one-half (1.5) their regular rate of pay.

- 5.7.1 **Pre-Scheduled Meeting.** If an employee is required by the Chief of Police or his/her designee to attend a meeting which has been pre-scheduled with two (2) weeks' prior notice, during his or her scheduled off-duty hours, such employee shall receive a minimum of two (2) hours' pay for each event at the employee's regular overtime rate of pay. If the amount of meeting time actually worked exceeds two (2) hours, the employee will be compensated actual time worked at the employee's regular overtime rate of pay.
- 5.7.2 **Standby Pay.** The Chief or his/her designee shall have the authority to place officers on standby status in order to meet the staffing needs of the agency. Employees directed to remain on standby status by supervisory or command personnel shall receive two dollars (\$2.00) per hour for each hour of standby time. Employees on standby time shall abide by such conditions and requirements as directed by the Chief as necessary to insure that the officer is available for duty as directed.
- 5.7.3 If an employee volunteers or is required to work additional hours outside of their regularly scheduled hours of work, and those hours are pre-planned and/or scheduled in advance, and are not subject to the shift extension provision of Article 5.6.5, or the call back provisions of 5.7 or 5.7.1, then the employee will be compensated for those additional hours of work at the rate of time and one-half (1.5), but each hour of work shall only be counted as one (1) hour of work for purposes of calculating the overtime threshold.
- 5.8 **Compensatory Time.** The Association agrees that all accrual of compensatory time is subject to the approval of the Chief or his/her designee, and must be approved in advance. If a request for accrual of compensatory time in lieu of pay for overtime worked is not approved then the City will pay the overtime pay due to the employee no later than the next scheduled pay period and not to exceed fourteen (14) calendar days.
- 5.8.1 Compensatory time may be accrued up to a maximum of eighty-four (84) hours. The use of compensatory time shall be subject to mutual agreement by the employee and the City; however, if the City denies an employee's request for the use of compensatory time then, at the option of the employee, no later than the next scheduled pay period and not to exceed fourteen (14) calendar days of the denied request, the employee may require the City to pay to the employee the value of the compensatory time denied.  
An employee may elect to cash out up to 40 hours of available compensatory time at the end of a calendar year. The employee will be paid on the second payroll in January at their overtime rate of pay as of December 31<sup>st</sup>. [NOTE: Compensatory time is paid at the overtime rate based on the parties' understanding that the City tracks overtime based on

the number of overtime hours not the total of straight time hours (e.g. if employee works two (2) hours of overtime, the employee's compensatory time is recorded as two (2) hours not three (3) hours).]

- 5.9 As hours of work for employees represented by the Association are consecutive, breaks and/or lunch periods missed due to bona fide emergency situations or operational needs of the Police Department shall not constitute a basis for a claim for additional regular or overtime compensation
- 5.10 The term “a bona fide emergency” or “an emergency” means a sudden unexpected happening that calls for immediate action. It includes life threatening or potential life threatening situations; damaged property or potential damage to property situations that are contemporaneously occurring; or other situations which place persons or property in peril.
- 5.11 The Chief has the right to require the performance of overtime work. The Chief will not require an employee to perform more than sixteen (16) consecutive hours of time worked in a single twenty-four (24)-hour work day except in the event of a bona fide emergency.

5.12 Safety Release.

5.12.1 An employee who is required by the City to work sixteen (16) or more hours in any twenty-four (24)-hour work day and who is scheduled to work a work shift in the next twenty-four (24)-hour work day shall be guaranteed at least eight (8) hours off before being required to return to active duty status.

5.12.2 When practical, prior to working sixteen (16) or more hours in any twenty-four (24)-hour work day, the employee shall make their supervisor aware that the employee believes their current work assignment may result in the employee working sixteen (16) or more hours in the twenty-four (24)-hour work day.

5.12.3 In order to effectuate section 5.12.1 and 5.12.2 above, following is an example to demonstrate how the employee will be compensated.

A Graveyard shift employee works 2000 to 0600 (10 hours worked). The Graveyard shift employee is required to be in Court from 0800 to 1400 (6 hours worked).

A total of sixteen (16) hours is worked within the twenty-four (24)-hour work day, so to get eight (8) hours off from 1400 to 2200; the employee is not due back to work until 2200 and the employee will be compensated for hours from 2000 to 2200 as safety release with pay and the employee will work from 2200 until 0600.

- 5.13 There shall be no pyramiding of benefits, overtime and/or hours of work.
- 5.14 Overtime Meal Reimbursement. Whenever an employee works at least two (2) hours beyond the end of their regularly scheduled work shift, the employee is entitled to a meal reimbursement. The reimbursement must be requested, in writing, by the employee and reimbursement shall be Eight Dollars (\$8.00).
- 5.15 Schedule Tracking. The Employer will provide the department schedule in a format such that changes are tracked and archived and shall be available for members to access and view such changes.

#### **ARTICLE 6 - HOLIDAYS**

- 6.1 In lieu of designated holidays, employees shall receive eighty-eight (88) (11 holidays per calendar year at 8 hours each) hours at straight time pay. There shall be no accumulation of holiday time. Police officers are eligible for holiday pay based on hours pro-rated on a ratio of eighty-eight (88) hours a year, divided by the number of complete months worked in the current calendar year, based on the current January to December calendar year. Holiday compensation may be paid in one (1) or two (2) increments, paid on the first payday in July and/or the first payday in December less normal payroll deductions (with a maximum of forty-four (44) hours on the July increment and all remaining hours paid on the December increment). It is understood by the City and the Association that December's holiday pay dispersal includes the month of December. It is agreed by the parties that Holiday pay, paid in one (1) and/or two (2) lump sum increments, less normal payroll deductions, as set forth in this section 6.1, shall not be included as part of the employee's regular rate of pay for overtime calculation, and, it is the intent of the parties that this provision comply with the Federal Fair Labor Standards Act (FLSA).
- 6.2 Bargaining unit members, who leave prior to the end of the year, will have their unused holiday hours prorated on a ratio of eighty-eight (88) hours divided by the number of completed months that have occurred in the current calendar year less normal payroll deductions.
- 6.3 Officers who work their regularly scheduled shift during holiday hours will be paid at one and one-half (1-1/2) times their normal rate (overtime rate). Officers who work a holiday that is not their normally scheduled shift, shall be paid at two (2) times their normal rate of pay. The following days shall be considered holidays for purposes of this section:

New Year's Day (January 1)  
Martin Luther King, Jr., Day (3<sup>rd</sup> Monday in January)  
Presidents' Day (3<sup>rd</sup> Monday in February)  
Memorial Day (Last Monday in May)

Independence Day (July 4)  
Labor Day (1<sup>st</sup> Monday in September)  
Veterans' Day (November 11)  
Thanksgiving Day (4<sup>th</sup> Thursday in November)  
Day after Thanksgiving (4<sup>th</sup> Friday in November)  
Christmas Day (December 25)

**ARTICLE 7 - PAID TIME OFF (PTO)**

7.1 Employees shall accrue PTO leave in the following increments instituted on the anniversary date of each officer's employment:

0-60 months of employment	17 hours per month
61-120 months of employment	21 hours per month
121+ months of employment	25 hours per month

7.2 Employees may accrue a maximum PTO leave bank not to exceed 1500 hours at any time throughout the calendar year. All accrued hours up to the 1200 hours limit may be carried over from one calendar year to the next.

7.3 Utilization of PTO. PTO leave time shall be taken in one half (.5) hour increments. An employee's PTO leave bank shall be used for personal leave, including vacation, medical and dental appointments, disability, illness, family emergency, personal business, care of sick children or family members, family medical leave, parental leave, jury duty, bereavement leave and any other basis protected by state law. Employees are encouraged to inform their supervisor of requests to use PTO leave as early as possible. Vacation leave requests may be submitted up to one (1) year in advance. Vacation leave requests will be approved or denied within fourteen (14) calendar days of receipt except for requests for time off during the next calendar year and that are submitted before Priority Vacation picks have been established for the following year. These requests will be held until all Priority Vacation picks have been finalized by the Chief or his/her designee. A written reason will be provided on denial. The Chief or his/her designee may consider special exceptions where travel arrangements must be made six (6) months or more in advance.

7.3.1 At least one (1) person per squad will be allowed off on PTO at a time. Any additional PTO requests will be subject to the discretion of the supervisor, Captain and/or Chief, based on operational needs or requirements of the Police Department. The exception being, that a Sergeant may be denied PTO leave when supervisory coverage is deemed necessary by the Chief or his/her designee for a special holiday or function as described below.

7.3.2 A patrol shift shall be maintained at a minimum of two (2) officers. Sergeants count towards the minimum coverage except when they are

needed for supervisory/administrative purposes. Special holidays or functions may require additional staffing levels and/or supervisory coverage. These holidays and functions include Hogs N Dogs, Veterans Day Parade, National Night Out, and 4<sup>th</sup> of July. A Sergeant's Priority Vacation bid may be denied for anticipated supervisory needs for these days.

7.3.3 Employees who have not completed the Basic Law Enforcement Academy or who are currently in the department FTO program will be able to utilize PTO on a limited basis. For these employees, PTO will be limited to disability, illness, family emergency, care for sick children or family members, FMLA medical leave and bereavement leave and any other leave covered by FMLA and state law. Other uses of PTO may be considered for these employees, but will be at the discretion of the Chief of Police or his/her designee. For this article, the FTO program is ended when the employee has been officially signed off for solo patrol by either the Captain or Chief of Police.

7.4 Upon separation of employment, employees shall receive and be paid a sum equal to fifty percent (50%) of the number of accrued and unused PTO leave hours multiplied by the employee's last regular hourly rate of pay, up to a maximum cash out of six hundred (600) hours. This sum, less normal payroll deductions, shall only be paid if an employee has provided two (2) weeks' advance notice of quitting employment. If an employee is terminated for just cause such employee shall only receive a sum, less normal payroll deductions, equal to twenty-five percent (25%) of the accrued and unused PTO leave hours multiplied by the employee's last regular hourly rate of pay, up to maximum cash out of three hundred (300) hours.

7.4.1 In the event of a death of an employee, the spouse or designated beneficiary of the employee shall receive and be paid a sum, less normal payroll deductions, equal to one hundred percent (100%) of the employee's accrued and unused PTO leave hours multiplied by the employee's last regular hourly rate of pay.

7.4.2 Employees who are suffering from an illness, injury, or disability shall make reasonable efforts to report their absence to the Chief, immediate supervisor, or designated representative. Supervisors receiving information about an employee's health care condition(s) shall comply with all State and/or Federal laws regarding the privacy and/or confidentiality of such health care condition(s) information received about an employee stating the reasons for their absence. Such notification shall be provided if practicable at least one (1) hour before the beginning of the employee's work shift.

7.4.3 Each day of illness shall require separate notification of absence to the employee's immediate supervisor or the Chief of Police, unless such absence is the result of predetermined absence (*i.e.*, recovery from surgery, childbirth, etc.).

7.4.4 Subject to the limitations and requirements set forth in State and/or Federal law, an employee is required to get a doctor's return to work authorization document if an employee is off for alleged illness or injury for four (4) consecutive work days, regardless of intervening days off. This doctor's appointment and report shall be at the employer's expense, and the doctor's visit will occur while the employee is in paid status at the regular straight time rate of pay. The report shall be provided to the Captain or Chief as well as the employee. The City shall also be permitted, at the discretion of the Chief, to require the employee to undergo a medical examination to verify the illness or injury. The employee shall be required to attend the examination at any facility or provider as determined by the Chief of Police. Such attendance will occur while the employee is in paid status. The examination expense, after insurance reimbursement, of such medical examination will be paid by the City. A copy of the examination report and conclusions of the doctor shall be provided to the Association's legal counsel and the City's legal counsel at the same time it is provided to the City.

7.4.5 A vacation schedule shall be posted by December 1<sup>st</sup> of each year.

- (a) By shift, starting with the most senior employee, each employee shall have twenty-four (24) hours to select vacation time, in a block not to exceed fourteen (14) consecutive calendar days. Bargaining unit employees will be allowed to make one (1) selection of a block vacation on the first round as outlined above, and again on the second round.
- (b) After the first and second rounds of seniority vacation bidding, vacation will be selected on a first-come-first-serve basis. The seniority bid process shall be implemented uniformly and all employees shall participate in the seniority bid process.
- (c) The final seniority vacation bidding list shall be submitted to the Chief for review no later than December 15<sup>th</sup> of each calendar year. The Chief shall review the vacation seniority bid list and upon approval, by the Chief, the vacation seniority bid list shall be posted by the Chief, by no later than December 22<sup>nd</sup>, for all employees.
- (d) If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the Chief shall make a determination as to which employees are permitted their annual

vacation leave. Patrol shift staffing is to be kept at a minimum of two (2) officers. Sergeants will count toward minimum coverage except when they are needed for supervisory/administrative purposes. Special holidays or functions may require additional staffing levels. These holidays and functions include Hogs N Dogs, Veterans Day Parade, National Night Out, and 4<sup>th</sup> of July. These events may also require a Sergeant on duty, as determined by the Chief or his/her designee. Sergeants are responsible to appropriately staff their shifts to meet anticipated service needs. Vacation selection pursuant to this section of the CBA shall be abided by.

- (e) Once seniority bid vacation selections have been submitted to the Chief for approval, changes in the seniority bid vacation selection may not be allowed even if an employee's seniority bid vacation has been denied by the Chief.

- 7.5 Coordination of Disability Benefits. PTO leave time taken for illness or injury disability will be integrated with health and welfare provisions, or the State Workmen's temporary disability compensation schedule of benefits, so that the sum of the PTO leave allowance hereunder and the previously referenced health and welfare plans or State disability plans, shall not exceed one hundred percent (100%) of the regular daily rate at straight time for any one (1) day. Any portion of the PTO leave pay allowance not received by the employee by reason of such reduction shall be retained in the employee's accumulated PTO leave account. Any leave hereunder for more than ninety (90) days is subject to approval by the Chief.
- 7.6 Jury Duty. Employees are entitled to utilize the PTO leave bank for purposes of jury duty. The employee must provide the Chief with a copy of the jury duty summons or telephone notification as soon as possible after receipt of the notification or summons. Upon completion of jury duty, the employee is required to provide the Chief with proof of jury service. Payment provided by the courts during the period of paid jury duty leave must be paid over to the City, excluding expense reimbursements such as mileage.
- 7.7 Employees will receive their regular daily salary when testifying in court in connection with and as a result of the performance of their regular duties as a City employee, provided that their salary will be reduced by any compensation they receive for being a witness, unless the employee promptly remits the same to the City.
- 7.8 An employee subpoenaed to court to testify in actions not related to, or in connection with, or as a result of the performance of their regular duties as a City employee, shall be allowed time off for the period they serve as a witness;

provided, however, that such time off will be charged to the employee as PTO leave time.

- 7.9 **Parental Leave.** Employees may use their PTO leave to care for any child who is the biological, adoptive, de facto or foster child of the employee, a stepchild, a child for whom the employee stands in loco parentis or is a legal guardian, or is a de facto parent, regardless of the age or dependency status. An employee may use their PTO leave to care for the child's mental or physical illness, health condition, or to allow for the diagnosis, care, or treatment of an illness, or to obtain preventive medical care..
- 7.10 Abuse of PTO for sick leave, falsification, or misrepresentation of an illness shall be cause for disciplinary action up to and including termination.
- 7.11 **Maternity Leave.** PTO leave may be used for maternity leave(s), in which case the employee will be paid to the extent of the PTO leave used. Maternity leave may thereafter be granted without pay, provided, however, the length of the leave may be suggested by the employee's Health Care Provider (HCP). The Employer reserves the right to require a second medical opinion at the Employer's expense. The Employer may grant such leave for up to twelve (12) consecutive calendar months.
- 7.12 **Personal/Bereavement Leave.** A bargaining unit employee may use PTO leave for purposes of bereavement, funeral attendance, or emergencies for immediate family members. Immediate family is defined as employee's spouse, includes registered domestic partner, son, daughter (including in-laws), brother, sister (includes in-laws), parents and parents-in-law, grandparents and grandchildren or any family relationship as established in City Resolution 7-08.

## **ARTICLE 8 - HEALTH AND WELFARE**

- 8.1 The Employer will provide health insurance coverage which consists of major medical, dental, and vision to employees and their dependents based on the plans described in the following sections and subsections.
- 8.2 The City will offer and provide the HSA qualified High Deductible Health Plans (HDHP) through Asuris Northwest Health and Kaiser Permanente as provided by the Association of Washington Cities Employee Benefit Trust, and pay the full cost of the premiums for employee only. Dependent premiums are subject to the provisions of section 8.4 below for any of the HDHPs selected by an employee. Employees shall abide by the AWC rules and regulations pertaining to these plans. Employees shall enroll in this plan except for employees who choose to be insured under a medical plan as a dependent under 8.3 (e.g., insured via a spouse's medical insurance plan).

- 8.2.1 The City will pay the premium for the AWC High Deductible Plan for employees and their dependents, subject to the provisions of 8.4 below.
- 8.2.2 The premium for dental and vision coverage as provided by the City will be paid for by the City for employees and their dependents.
- 8.2.3 The Employer will provide a Long-Term Disability (LTD) plan as determined by the City through AWC. The City will pay the premium for said coverage pertaining to the employee only.
- 8.2.4 The City will contribute a monthly contribution of either one hundred twenty-five dollars (\$125) for single employees or two hundred fifty dollars (\$250) for employees with one (1) or more dependents towards an HRA VEBA Plan. The HRA VEBA Plan will be administered in accordance with applicable laws and the HRA VEBA administrator, the Voluntary Employees' Beneficiary Association Trust for Public Employees in the Northwest (collectively the "Plans"). The Plan shall be integrated with the Employer's group medical plan and the Employer shall remit contributions only on behalf of eligible employees who are enrolled in or covered by the Employer's group medical plan to the standard HRA VEBA Plan.
- 8.3 OPT-OUT OPTION. Except for LEOFF 1 employees, employees represented by the Association that choose to be insured under a medical plan other than a medical plan that is offered by the City (*i.e.*, such as being insured as a dependent via a spouse's medical insurance plan through a different employer), upon providing proof of said insurance coverage, will receive a seven hundred fifty dollar (\$750) per month City-paid contribution into an HRA VEBA account, pursuant to HRA VEBA regulations, in lieu of enrolling in the City's medical plan. Eligibility for the Standard HRA VEBA Plan is limited to employees waiving medical plan coverage and providing proof of coverage under another ACA-compliant group medical plan. If an employee opts out and is covered through an ACA-compliant individual medical plan, HRA VEBA opt-out contributions will be directed to the Post-separation HRA VEBA Plan for employees who waive the medical plan coverage offered by the City and who do not have medical plan coverage in another ACA-compliant qualifying group medical plan.
- 8.4 An employee shall contribute ten percent (10%) per month towards the monthly premium for medical insurance coverage for dependent coverage. The employee-only medical insurance premium shall continue to be covered one hundred percent (100%) by the Employer. The employee's monthly ten percent (10%) dependent coverage premium share shall be made by an automatic pre-tax payroll deduction.
- 8.5 If the insurance company or companies providing the above-referenced benefits notifies the Employer of changes in the premium structure and/or benefit levels, then and in that event, the City shall provide written notice of such changes and

information to the Association President or his/her designee. The Association, but not any individual member, shall be granted the opportunity to negotiate the effects of accepting the new plan, fee or structure or introducing an alternative plan from the same provider or a different provider at that time. However, effects bargaining between the parties shall not preclude the City from implementing a change if the City believes it has a business necessity to do so.

- 8.6 The Association will indemnify and hold the Employer harmless from any and all claims made and against any and all suits instituted by the Association against an insurance carrier regarding a disagreement with carrier(s) relating to a claim and/or coverage for an Association-represented employee.
- 8.7 **Title 50A of the RCW establishes a Paid Family & Medical Leave benefit. The total Paid Family & Medical Leave premium is .4% of gross wages. The employee's responsibility is 63.33% of the total premium and the employer's responsibility is 36.67% of the total premium. The employee portion of the premium will be automatically deducted by the city in each pay period.**
- 8.8 The Association and/or an employee shall not use the contract grievance procedure for resolution of the denial of pre-approval and/or claims involving the City's health insurance provider(s) / carrier(s).

#### **ARTICLE 9 - GRIEVANCE PROCEDURE**

- 9.1 **Grievance Defined.** For the purposes of this Agreement, a grievance is defined as a dispute about the meaning or interpretation of a particular clause of this Agreement or about an alleged violation of the Agreement.
- 9.2 **Grievance Adjustment Steps.** Grievances shall be processed within ten (10) calendar days of the date on which the grievance occurred or when the employee reasonably should have known about the occurrence thereof in the following manner:

**Step 1:** An employee and/or the Association shall discuss the grievance with the employee's immediate supervisor outside of the bargaining unit. The employee may meet with or without an Association representative and shall document the meeting with a memorandum signed by the employee and the supervisor. The supervisor shall respond to the grievance as quickly as possible, but not later than ten (10) days after the grievance is first discussed. If the supervisor fails to timely respond, the grievant has the right to move the grievance to Step 2 no more than ten (10) days after the supervisor's response was due.

**Step 2:** If, within ten (10) days from receipt of the immediate supervisor's reply, the grievance remains unresolved, the employee or the Association shall submit written notice to the Chief of Police with a copy to the Association if submitted by the employee, including: 1) statement of the grievance and relevant facts; 2) specific provisions of the Agreement violated; and 3) remedy sought. The Chief of Police shall meet with the grievant and the Association and attempt to resolve the grievance. The Chief of Police shall respond to the employee or the Association in writing within ten (10) days after the meeting with a copy to the Association.

**Step 3:** If, within ten (10) days from receipt of the Chief of Police's reply, the grievance remains unadjusted, the grievance may be submitted to the City Manager. The City Manager may meet with the aggrieved party, the Personnel Director, the Chief of Police, the employee's immediate supervisor, and the Association representative, and shall respond within ten (10) days of the meeting, with a copy to the Association.

**Step 4:** If the grievance still remains unsettled, the Association may, within ten (10) days after the reply of the City Manager is due, serve written notice to the City Manager of the Association's intention to arbitrate the grievance.

- 9.3 **Arbitration.** After the grievance has been so submitted, the parties will attempt to mutually agree on an arbitrator within fifteen (15) days of submission. If the parties are unable to agree then either party may request from the Washington Public Employment Relations Commission (PERC) a list of nine (9) arbitrators. The parties shall select an arbitrator from the list by alternatively striking a name, with the first strike being determined by lot. The final name left on the list shall be the arbitrator. The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, add to or detract from the terms of the contract. The arbitrator shall not have the authority to award punitive damages. The arbitrator's decision shall be within the scope and terms of the contract and in writing including detailed findings and conclusions, together with an explanation of the reasoning utilized in making the decision. The arbitrator shall be asked to submit his or her decision within thirty (30) days of the date of the hearing.
- 9.4 **Grievance Administration Issues.** Each party shall be responsible for paying the costs of presenting its own case in arbitration, including the payment of the party's own attorney fees, any non-employee witnesses and expert witnesses. If the City wants to assess the Association for costs associated with production of materials related to the case at issue, such costs shall be collaboratively discussed. The costs of the arbitrator and hearing room shall be borne by each

party paying fifty percent (50%) of any and all arbitrator fees, costs, etc. If mutually agreed prior to arbitration, the cost of a court reporter, if any, shall be paid in accordance with the bar/court reporting guidelines, with each party sharing fifty percent (50%) of the court reporter's fees and the cost of a transcript for the arbitrator, and each party bearing its own expenses for its copy of the record. Days shall be counted as calendar days.

- 9.5 **Time Limits.** Failure of an employee and/or Association to submit a grievance in accordance with the time limits listed above and failure of the employee and/or Association to timely pursue a grievance to the next step shall constitute abandonment and dismissal of the grievance. This does not preclude the parties from extending the grievance time limits by mutual agreement.
- 9.6 **Election of Remedies.** The Association, on behalf of an employee, shall have the right to have a disciplinary action against the employee reviewed for just cause in accordance with this Agreement either by the City's Civil Service Commission or through the grievance procedure of this Agreement. Once the Association, on behalf of an employee, elects the forum for review, the employee and the Association are both bound by the procedural requirements of that forum. That selection shall be final and the Association and said employee cannot pursue the matter under the other forum.

If the Association, on behalf of an employee, or the employee on his or her own, elects to have a disciplinary action against the employee reviewed by the City's Civil Service Commission, the Association, or the employee on their own, must make the request within ten (10) working days of the disciplinary action otherwise the disciplinary action shall be final and binding. The Association, or the employee on their own, must file a written demand for an investigatory hearing regarding the disciplinary action through the City's Civil Service Commission, and the matter shall be handled in accordance with applicable procedures as contained in the Rules and Regulations of the City's Civil Service Commission.

#### **ARTICLE 10 - CONTRACTING OUT**

- 10.1 The Employer may transfer, contract, or subcontract the work performed by members of the bargaining unit for reasons of economy, efficiency of operation and/or reorganization, in accordance with the terms of this Agreement.
- 10.1.1 Before transferring, contracting or subcontracting any work as referred to above, the Employer shall first give the Association at least ninety (90) calendar days' written notice and offer to meet and negotiate about the effects during the ninety (90)-calendar day period. The Association shall identify effects of a mandatory nature within twenty (20) calendar days of the Employer's written notice. If the parties are unable to reach agreement regarding the mandatory effects within the ninety (90)-calendar day period, the Employer is free to implement the decision, but

the Association may elect to continue pursuing its rights to address the effects of the Employer's decision.

- 10.1.2 The Employer's written notice and offer to negotiate shall not alter the Employer's right to transfer, contract or subcontract work.
- 10.1.3 In the event of a bona fide emergency, the Employer will provide reasonable notice (written if practical) to the Association President or his/her designee and an opportunity to discuss based on the emergency circumstances. If the parties are unable to reach an agreement within a brief period of time, the Employer is free to implement its decision and effects.
- 10.2 If the Employer determines that such a transfer, contracting out or subcontracting out of police services shall occur, subject to the provisions of this Article, the Employer may implement its decision. However, if the Association identifies mandatory effects and/or impacts of such decision, which need to be bargained, there will be a continuing obligation to bargain so long as such bargaining process does not exceed ninety (90) calendar days. An alternative resolution may be reached by the parties based upon effects bargaining or as a result of the procedures set forth in Chapter 41.56, RCW.
- 10.3 Such transfer, contracting out or subcontracting out of work will be consistent with any state statutory provisions other than Chapter 41.56, RCW, if any exist, which address such transfer, contracting out or subcontracting out. Currently there are statutes for firefighters in an annexation or merger situation in RCW 52.04.121, 52.04.131, 52.06.110, 52.06.120 and RCW 52.06.130 but there are no similar statutes for the transfer, contracting out or subcontracting out of police services.

#### **ARTICLE 11 - RESERVE OFFICERS**

- 11.1 The City currently has a limited number of reserve officers available to perform law enforcement duties. Reserve officers may not be utilized to replace existing regular officers who are available to work except in the event of an emergency. Reserve officers are not uniformed fully commissioned employees under the definitions of Chapter 41.56, RCW and as such shall not be eligible for interest arbitration for any purposes.
- 11.2 Paid Provisional Police Officers. Effective beginning in the month following signature by the last signing party to this Agreement the provisions below shall apply to Provisional Police Officers:

The City uses and will continue to use Provisional Police Officers to cover Police services and work when operational needs of the City and Police Department necessitate coverage by non-regular employee(s); in cases, as examples, such

as manpower shortages and temporary fill-ins. This has occurred and will continue when regular full-time employees are attending the basic academy, during training of regular officers, shortages where regular full-time employees are on leaves due to illness, injuries, health conditions or other conditions, and circumstances where regular employees are not available to be utilized without creating unreasonable expense to the City, endangerment of employee's health and availability to perform regular functions, etc. In addition, Provisional Police Officers have been used to augment coverage during events such as parades, park events, etc. The provisions below shall not prevent the Employer from continuing its usage of Provisional Police Officer(s).

- (a) **Association Membership.** A Provisional Police Officer that receives pay from the City is a non-uniformed and non-fully commissioned employee of the City that will be represented by the Association. A Provisional Police Officer's rate of pay will be the entry-level step (3<sup>rd</sup> Class Probationary rate per hour) rate of pay for a Police Officer using the current Association salary schedule set forth in this Agreement. A Provisional Police Officer shall not receive any fringe benefits other than those that the Employer, in its sole discretion, chooses to provide to them. The City may discontinue the current practice of using Provisional Police Officers at any time.
- (b) **Use of Force and Discipline.** For purposes of potential discipline and use of force situations the process and procedural terms of Article 3 related to Discipline and Discharge shall apply to a Provisional Police Officer except that a Provisional Police Officer does not have just cause protection, and is an "at-will employee" who is not entitled to any recourse under the Grievance Procedure of this Agreement nor the Civil Service Commission.
- (c) **A Provisional Police Officer does not accrue seniority.** A Provisional Police Officer may work paid overtime jobs associated with the City only after the option to work paid overtime jobs has been offered to other employees except as indicated in the first paragraph above pertaining to operational needs and except in an emergency.
- (d) **Effect of Labor Agreement.** No terms of this Agreement applies to a Provisional Police Officer except those specifically listed in this Article.
- (e) **Hours of Work Limitation.** Paid hours of work for each individual Provisional Police Officer will be limited to six (6) months in any twelve (12) consecutive calendar months.
- (f) **Appointment of Regular Employment.** A change in status from "Provisional Police Officer" to "regular employee" will occur only based on an application and hiring process and is not a promotion or transfer.

- (g) Monthly Association dues for a paid Provisional Police Officer will be as determined by the Association For Provisional Police Officers electing to have dues deducted the amount of dues set by the Association for a paid Provisional Police Officer shall be provided to the City, in writing, by the Association; and such dues amount shall be deducted and paid to the Association in accordance with Article 2 of this Agreement.
- (h) Provisional Police Officers are not uniformed fully-commissioned employees under the definitions of Chapter 41.56, RCW and as such shall not be eligible for interest arbitration for any purposes.

#### **ARTICLE 12 - NON-DISCRIMINATION**

The Employer and the Association agree not to discriminate against any individual because of such individual's race, color, religion, sex, national origin, age, sexual orientation, mental, physical or sensory disability except as allowed or provided by law, military leave and any other basis protected by law.

#### **ARTICLE 13 - LAYOFF AND RECALL**

- 13.1 **Notice of Layoff.** If the City determines the need exists for a reduction in the workforce, written notice of not less than two (2) weeks shall be provided to the employees to be laid off. All seniority credit is lost after a break in service of eighteen (18) months. Employees shall not accrue seniority or any other benefits while on layoff.
- 13.2 **Seniority.** While the City reserves the right to determine positions to be eliminated, layoffs within each affected job classification shall be determined by the City on the basis of employee's seniority within the job classification. Employees within a series classification (i.e., Sergeant – Police Officer) shall be allowed to “bump” into the next lower classification. The employee's seniority in the different classification shall be determined by the date of their original appointment to that classification.
- 13.3 **Recall.** The names of employees laid off shall be placed on layoff lists by job classification and employees shall be recalled in order of their placement on the layoff list. An employee's position on the layoff list shall be based upon seniority by job classification. An employee's layoff status shall be changed to voluntary quit status if they have not been recalled within eighteen (18) months of their layoff date. Laid off employees shall have ten (10) calendar days from receipt of written notice in which to accept assignment and must report to work within twenty-one (21) calendar days from receipt of written notice. Notification of recall shall be by certified letter sent to the last address provided to the City by the employee. It is the responsibility of the employee on layoff status to keep the City informed as to changes of address. Return of the notice as undeliverable because the employee has moved without notifying the City shall constitute

rejection of the recall and the employee's status will be changed to voluntary quit status.

- 13.4 **Administration.** No regular full-time employee shall be laid off while paid temporary, paid provisional and/or part-time employees are retained in the same job classification in which a layoff has been implemented by the City. No new employees shall be hired into job classifications from which employees have been laid off until the recall list has been exhausted. Employees outside the bargaining unit, who have not held a police bargaining unit job classification position with the City, will not be permitted to "bump" into job classifications covered by this Agreement.

#### **ARTICLE 14 - SENIORITY**

- 14.1 "Seniority" as used in this Agreement is determined by the length of an employee's continuous service within the City of West Richland Police Department since his/her last date of hire, including total military time if drafted while employed by the City or any other authorized leave up to a maximum of one (1) year.
- 14.2 Upon request, the Employer will provide the Association with copies of the seniority list. Should more than one (1) employee have the same hire date, the individuals involved will determine seniority by use of their Civil Service Examination Ranking. Any controversy over the seniority standing of any employee on this list shall be handled as a grievance for settlement. Suspension without pay of greater than thirty (30) days will result in a revision to seniority time.
- 14.3 An employee shall lose all seniority, forfeit all rights and the Employer shall have no obligation to rehire said employee under the following conditions:
- (a) The employee voluntarily leaves the service of the Employer, or
  - (b) The employee is discharged for just cause, or
  - (c) The employee is discharged during the probationary period, or
  - (d) The employee is laid off for a period in excess of eighteen (18) consecutive calendar months.
- 14.4 An employee who is promoted shall be considered probationary at that position for a period not to exceed six (6) consecutive calendar months from the date such promotion occurs. If the promoted employee changes his/her mind about the promotion within six (6) consecutive calendar months, the employee shall revert to his/her former position without prejudice.

- 14.5 Seniority shall be a factor in filling job assignments within the Department provided the individual is otherwise being qualified based on training, experience, performance and ability as determined by the Employer.
- 14.6 Length of Probationary Period for New Employees. A new employee hired from the regular Civil Service Testing list shall be on probation for a period of eighteen (18) months from his/her date of appointment. A new employee hired from the regular civil service testing list that has completed the Washington State Criminal Justice Training Academy and is a certified Washington State Peace Officer shall be on probation for a period of twelve (12) months from his/her date of appointment. A new employee hired from the Civil Service Lateral testing list shall be on probation for a period of twelve (12) months from his/her date of appointment.

#### ARTICLE 15 - CLASSIFICATION AND WAGES

- 15.1 For Step 1, 2, 3 and 4, all officers may advance to the next higher classification as listed below upon completion of probation or one (1) full year at their present classification. The City shall publish annually a listing of salaries for each step.

Classification:

Step 1 Probationary Third Class

Step 2 Third Class

Step 3 Second Class

Step 4 First Class

Step 5 Senior First Class (after 2 years at Step 4 First Class)

- 15.1.1 Advancement to Sergeant shall be per section 15.3. Advancement to Sergeant is subject to management determination and will be subject to a twelve (12) month probationary period at the probationary pay level.
- 15.2 Senior First Class Officer will be paid five percent (5%) above the First Class Officer rate of pay. In order to be eligible for the Senior First Class Officer pay, an officer must have served full-time in the First Class Officer category for at least two (2) years.
- 15.3 Officers may advance to the position of Sergeant when there is an opening and if the Employer decides to fill the open Sergeant position. If the position is being filled, the final decision on who fills the position is as determined by the Chief. Sergeants shall serve a twelve (12) month probationary period at six percent (6.0%) above the Senior First Class Officer base pay during the probationary period. Probationary Sergeants promoted internally may be removed from the

probationary position without cause and without recourse during the probationary period, but will be reinstated to their former position. Probationary Sergeants promoted internally are subject to the disciplinary provisions of this Agreement during their probationary period, but shall not have the right to grieve their removal from the probationary position.

- 15.4 Wage Increase: Police officers and sergeants who have left employment prior to the date of signing of this CBA by the last signing party shall not be eligible for any retroactive pay and benefits. The pay plan currently in effect shall be increased as set forth below.

Effective and retro to January 1, 2020, three percent (3%) increase  
Effective January 1, 2021, three percent (3%) increase  
Effective January 1, 2022, three percent (3%) increase

- 15.5 The Sergeant's base pay shall be thirteen percent (13%) above the Senior First Class Officer base pay. Effective January 1, 2021, the Sergeant's base pay shall be fifteen percent (15%) above the Senior First Class Officer base pay.

The Probationary Sergeant shall be paid at six percent (6.0%) above the Senior First Class Officer base pay for a period of twelve (12) months.

- 15.6 Out of Class Pay for Acting Sergeants. In the event that a Sergeant is out of the position for two (2) or more calendar weeks, the selection of an acting Sergeant will be made concurrent with section 15.6.1. If the officer assigned performs substantially the full range of the Sergeant's duties the employee shall be compensated at the Sergeant's probationary pay scale for time worked while in the assignment.

15.6.1 Officers shall be selected for out of class pay by the Chief of Police. In order to be eligible for Out of Class Pay for Sergeants, an officer shall hold the pay class of Senior First Class Officer or be on the Civil Service list for eligible employees for Sergeant. The Chief or Captain shall decide which employee can best perform the responsibilities, as well as for career development.

- 15.7 Out of Class Pay for Acting Captain or Chief of Police. If the Chief determines that an acting Captain or Chief is necessary in their absence, a sergeant may be assigned to serve as the acting Captain or Chief. In the case of the Chief position, the Mayor shall make the final decision. The employee selected to serve shall be compensated at the entry level of the Captain or Chief's pay scale for all time worked while in the assignment.

- 15.8 Field Training Officer (FTO) Compensation. Officers shall be selected and assigned as FTOs by the Chief of Police or his/her designee. Officers who have been selected and are actively serving as FTOs and are training a fully-

commissioned new hire, pre-academy or reserve officer shall receive one and a half (1-1/2) hours of Personal Time Off credited towards their Personal Time Off leave bank for each day or portion of a day of actual training.

**15.9 Longevity Pay:**

The longevity schedule shall be implemented calculated on base pay only as follows:

6 <sup>th</sup> year:	1.5%
11 <sup>th</sup> year:	2.0%
16 <sup>th</sup> year:	2.5%
21 <sup>st</sup> year:	3.0%
26 <sup>th</sup> year:	3.5%

These longevity provisions are not cumulative. For example, if an employee progresses from the 11<sup>th</sup> year level to the 16<sup>th</sup> year level, the employee will only receive 2.5% on base pay, not 2.0% plus 2.5% for a total of 4.5%.

**15.10 Education Bonus.**

15.10.1 An employee who has acquired a two (2)-year Associate's Degree, or the equivalent college credits, shall receive one percent (1%) of base pay added to their base monthly salary. Effective January 1, 2022, an employee who has acquired a two (2)-year Associate's Degree; or the equivalent college credits, shall receive two percent (2%) of base pay added to their base monthly salary.

15.10.2 An employee who has acquired a four (4)-year Bachelor's Degree, or the equivalent college credits, shall receive two percent (2%) of base pay added to their base monthly salary. Effective January 1, 2022, an employee who has acquired a four (4) year Bachelor's Degree, or the equivalent college credits, shall receive three percent (3%) of base pay added to their base monthly salary.

15.11 Detective Pay. Members of the bargaining unit assigned to a detective position will receive a three percent (3.0%) of base pay added to their base monthly salary.

15.12 401 Retirement Match. The City will match, dollar for dollar, up to 2% of the employee's base wage into a 401 plan established by the City.

## **ARTICLE 16 - RULES AND REGULATIONS**

- 16.1 The Employer reserves the right to implement personnel rules and regulations as well as departmental rules, regulations and/or directives as the Employer determines from time to time to be necessary for the efficient operation of the Police Department. Such policies, procedures, rules, regulations and/or directives shall not conflict with specific provisions of this Agreement.
- 16.2 If the terms and conditions of this agreement authorize the Employer to implement policies, procedures, rules, regulations and/or directives, or changes thereto as in management rights and other provisions, the Employer has the right to put such policies, procedures, rules, regulations and/or directives, or changes thereto in effect without bargaining about the decision and the effects. If the Employer is not authorized to do so and the topics relate to mandatory subjects of bargaining or have mandatory effects, then they shall be first bargained to resolution with the Association subject to the timeline below, except in the event of an emergency. Any bargaining under the terms of this Article will use a sixty (60) calendar days or less expedited and mediation bargaining process after which time, the Employer has the right to implement the changes and the Association has a right to move to interest arbitration. The parties agree that a PERC/Arbitrator decision under this Article shall have no more than four (4) months of adverse economic impact to the Employer.
- 16.3 Changes which are mandated by Washington State legislative action and/or Washington court decisions are only subject to effects bargaining and, if necessary, dispute resolution pursuant to section 16.2.

## **ARTICLE 17 - AMENDMENTS**

This Contract shall not be amended in any way except through the written agreement of the parties hereto. Such amendments shall modify only those sections specifically identified in the written amendment, and only to the extent of the actual written amendment.

## **ARTICLE 18 - SAVINGS**

This Contract shall be governed by the laws and Constitution of the State of Washington and the laws and Constitution of the United States of America. If any portion of this Contract shall be found to be in conflict with the law by a court having competent jurisdiction, that part of the Contract shall be null and void, but only to the extent it is found to be in conflict. All other parts of this Contract shall remain in full force and effect. The parties agree to immediately reopen negotiations on any part or portion of this Contract found to be null and void.

## **ARTICLE 19 - MANAGEMENT RIGHTS**

- 19.1 Subject to the provisions of this Agreement, the Association recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority. All matters not expressly covered by the language of this Agreement or by state law, shall be administered for the duration of this Agreement by the Employer as the Employer from time to time may determine. Affairs of the Employer concerning such prerogative include, but are not limited to, the following matters:
- (a) The right to establish lawful work rules and procedures.
  - (b) The right to schedule work and overtime work, and the methods and processes by which said work is to be performed in a manner most advantageous to the Employer and consistent with the requirements of the public interest.
  - (c) The right to hire, transfer, suspend, discharge, layoff, recall, promote, or discipline employees as deemed necessary by the Employer as provided by this Agreement and/or provided by the General Rules and Regulations of the City of West Richland Civil Service Commission.
  - (d) The right to determine the size and composition of the work force and to assign employees to work locations and shifts.
  - (e) The right to determine what law enforcement duties shall be performed by various Police personnel.
  - (f) The parties understand that incidental duties connected with operations, not enumerated in job descriptions, shall, nevertheless be performed by the employee when requested by a superior officer.
  - (g) The right to take actions as may be necessary to carry out Employer's services in emergencies.
- 19.2 Nothing in this Agreement shall be interpreted to detract or circumscribe the trust and responsibilities placed in City officials inclusive of the Mayor, City Administrator and the Chief of Police, and the rights and obligations owed thereby to the electorate.
- 19.3 Past Practices. Past practices are binding on the Employer, except when the specific terms and conditions of this Agreement authorize the Employer to change past practices, such as in management rights and/or other provisions of this Agreement. If the terms of this Agreement specifically authorize the Employer to make changes in past practices, the Employer will provide thirty (30) calendar days' written notification to the Association and will provide the

Association with an opportunity to discuss the Employer's proposed change to past practice. The written notification and opportunity to discuss the authorized change in past practice shall not be interpreted to require negotiations and shall not impede nor affect the Employer's right to proceed with implementation of the changes to past practice. If the terms and conditions of this Agreement do not authorize the Employer to change past practices, then the Employer will provide thirty (30) calendar days' written notice to the Association with the anticipated date of implementation and will bargain with the Association about the effects of such change(s). The timeframe for bargaining about changes in past practices shall not exceed sixty (60) calendar days. After sixty (60) calendar days of bargaining, the Employer may implement its proposed change(s), and the Association has the right to move to seek and use any appropriate dispute resolution process. The parties agree that any dispute resolution decision under this section 19.3 shall have no more than four (4) months of adverse economic impact to the Employer.

#### **ARTICLE 20 - NO STRIKE - NO LOCKOUT**

- 20.1 **Productivity.** The employer and the Bargaining Unit shall work together to provide the public with efficient and courteous service; to encourage good attendance of employees; and to promote a work atmosphere of employee relations that will aid in achieving a high level of efficient and effective law enforcement within the community.
- 20.2 Neither the Association nor its agents, nor any employee(s), shall aid, cause, condone, authorize or participate in any strike or work stoppage, slow down or any other interference with the work and/or statutory functions and/or obligations of the Employer.
- 20.3 Employees who engage in any of the above-referenced activities shall not be entitled to any pay or fringe benefits during the period he/she is engaged in such activity. The Employer may discharge or discipline any employee who violates this Article.
- 20.4 The Employer agrees that there will be no lockouts except in the event the Association and/or the employees violate the terms of this Article.

#### **ARTICLE 21 - OUTSIDE EMPLOYMENT**

Employees may be restricted from engaging in outside employment if said employment creates the potential for a conflict of interest related to the actual exercise of the employee's police authority/police power, an actual conflict of interest, and/or any impediments to the employee's performance of his/her regular duties as determined by the Chief. Employees who are contemplating outside employment shall provide prior written notification to the Chief and said notification shall include sufficient information

inclusive of the business involved, the work to be performed, the hours of work and the duration of the outside employment so that the Chief can make a determination.

## **ARTICLE 22 - FITNESS FOR DUTY EXAMINATIONS (FFDE)**

- 22.1 The Chief of Police shall have the right to require any employee to attend a fitness for duty examination (FFDE) after providing the employee and the Association representative a written letter explaining the justification for such a request. Such letter shall include specific statements pertaining to the officer's inability to perform specific tasks, proclivity towards regular injury, poor appearance or professional image, complaints received by co-workers about an officer's fitness or risk, and/or other evidence pertaining to an officer's level of fitness or ability to perform the variety of law enforcement related tasks.
- 22.2 Employees shall be required to attend the FFDE through a physician as determined by the Chief of Police. Such examination shall occur in paid status for the employee. All costs associated with any such FFDE shall be the responsibility of the City and the Police Department.
- 22.3 Results of the FFDE Examination. The physician who performs the FFDE shall contemporaneously issue a written report to the Chief, the employee and the Association's designated legal counsel and the Employer's designated legal counsel. The physician's written report shall indicate whether the employee is fit or unfit for duty and the basis of the physician's opinion and conclusions. If the physician indicates the employee is fit for duty then the employee shall be returned to duty. If the physician concludes the employee is not fit for duty and the employee's limitations cannot be reasonably accommodated by the Employer in terms of reasonable time and/or reasonable expense by the Employer, the employee may be non-disciplinary (Article 3) terminated by the City. If the physician concludes that the employee is not fit for duty and that a reasonable accommodation by the Employer, in terms of reasonable time and/or reasonable expense by the Employer, would likely remedy the "not fit for duty" conclusion from the physician, then the Employer will proceed with proposed accommodations subject to the Employer's reasonable budgetary and reasonable operational needs. If, after the accommodation, the employee continues to be "unfit for duty" then the employee may be non-disciplinary (Article 3) terminated by the City.
- 22.4 Second Opinion. If the employee and/or Association believe that the conclusions of the physician are in error, the employee and/or the Association may obtain a second FFDE examination by a qualified physician of the employee's and/or Association's choice, at the employee's and/or Association's expense. The results of this second opinion FFDE examination shall be provided to the employee, the Employer and the Association's designated legal counsel and the Employer's designated legal counsel under the same conditions as set forth in section 22.4 above.

- 22.5 **Medical Arbitration.** If, after obtaining a second FFDE examination, the Employer or the Association wishes to challenge the assessment of the employee's fitness for duty, the Association or the Employer may submit the matter to medical arbitration. The two physicians shall initially consult to see if they can reach an agreement as to the fitness for duty of the employee. If the two physicians cannot agree, they shall mutually select a third qualified physician who shall conduct a third FFDE examination of the employee and review the reports prepared by the first two physicians. A determination of whether the employee is fit for duty shall be made by the third physician and that determination will be binding on all involved parties, subject to the findings being based on the facts, circumstances and medical evidence pertaining to the issues regarding the employee's fitness for duty. The expense of the third physician shall be split by the City and the Association.

### **ARTICLE 23 - CLOTHING ALLOWANCE**

- 23.1 Employees regularly serving in a plain clothes assignment shall receive six hundred dollars (\$600) per calendar year. Employees will receive their allowance payment by the second pay period of January each year except as provided below. If an employee starts in a plain clothes assignment in a month other than January the plain clothes allowance of \$600 will be prorated at \$50.00 based upon the number of months remaining in the calendar year. As this amount is an allowance, it is taxable and no receipts from an employee shall be required by the City. This allowance shall not be included in the base pay for overtime and retirement purposes.
- 23.1.1 The City will furnish to regular police officers one (1) duty pistol and rounds of duty pistol ammunition as determined to be necessary by the Chief. The City will provide duty rifle ammunition as determined to be necessary by the Chief. The Chief may, consistent with safety requirements, exchange unused rounds for new ammunition as determined by the Chief.
- 23.1.2 The City will furnish regular police officers with sufficient practice ammunition, as determined by the Chief, to engage in practice and qualification shoots in accordance with the Chief's determination.
- 23.2 Each new employee will be provided with two (2) outer vest carriers, two (2) short sleeve and two (2) long sleeve class B shirts, four (4) class B pants, one (1) long sleeve class A shirt and one (1) class A pants, one (1) pair of department issued boots, one (1) multilayer police jacket 511 or equivalent, one (1) duty belt, including keepers, under-belt, holster for firearm, holster for Taser, two (2) cuff cases or one (1) double cuff case, flashlight holder, OC spray holder, cell phone holder, radio holder, two (2) magazine holders, one (1) Kevlar body armor with a minimum threat level II rating, and Department-issued firearm. Newly hired employees, who need

to be basic certified by CJTC and who are sent to the CJTC Police Academy within four (4) months of their initial hire date, will be provided the clothing and equipment set forth above in addition to BLEA required equipment. The type and cost of such equipment will be determined by the Chief of Police.

- 23.3 The inventory of the current uniformed employees will be maintained to the level of the newly hired employees as listed above.
- 23.4 Equipment and/or clothing provided by the City that is worn out, lost, stolen, destroyed, or damaged in the line-of-duty, or unserviceable within reason without neglect on the part of the employee, will be replaced or repaired by the Employer within thirty (30) calendar days of a written request from an employee for such replacement.
- 23.5 Clothing and equipment provided by the employer shall be maintained by the employee to include laundering and general maintenance, i.e., buttons, loose seams, etc. When the City determines it is necessary, the City agrees to update body armor, in accordance with the manufacturers' specifications and recommendations or in accordance with other authoritative information on the subject.
- 23.6 Wristwatches, prescription eye glasses, and contact lenses and the officers' personal, police related items that are damaged in the line-of-duty, without negligence by the employee, shall be repaired or replaced by the City, subject to the maximum dollar limitations specified below; provided that such repair or replacement is not otherwise covered by other applicable City insurance policies. If the City repairs or replaces the item under this section, monies received from other City insurance policies shall be turned over to the City to the extent of the City's cost.

Limitations:

Prescription eyeglasses	\$200.00
Contact lenses	\$100.00
Wristwatches	\$ 50.00

- 23.7 Upon initial hire only, the City will purchase one (1) pair of regulation boots, (Employer's choice with a City expense limit of two hundred and fifty dollars (\$250). Subject to prior authorization, boots will be replaced or repaired as needed at the City's expense.
- 23.8 Department authorized uniforms will be determined by the Chief of Police.

## **ARTICLE 24 - ASSOCIATION RIGHTS**

- 24.1 **Notifications.** The Association shall keep the Employer informed of the names of its current Executive Board members. Upon written request from the Association President or his/her designee, the Employer shall furnish the Association President with a list of all active employees within the bargaining unit.
- 24.2 **Release Time and Association Access.**
- 24.2.1 Association representatives shall have reasonable access to City and Police Department offices, providing they do not interfere with or cause employees to neglect their work.
- 24.2.2 The Employer shall afford Association representatives a reasonable amount of time, while on duty, to consult with appropriate management officials concerning grievances, Collective Bargaining Agreement issues, and other PECBA matters.
- 24.2.3 The Employer shall afford Association representatives a reasonable amount of time, while on duty, to consult with aggrieved employees, provided that the Association representatives or the aggrieved employee contacts the appropriate supervisor to request the necessary time. Such requests shall be approved, provided the meeting can be conducted without unreasonably interfering with Police Department operations. On-duty consultations with aggrieved employees of more than thirty (30) minutes shall be approved by the Chief or his/her designee.
- 24.3 **Bargaining Release Time.** The Association's bargaining team shall be permitted to attend bargaining sessions with the Employer without loss of pay relative to securing contract renewal. The Association's bargaining team may include up to two (2) persons, not including the Association's spokesperson/legal counsel. All employee bargaining team members who would otherwise be in paid status during scheduled meetings shall be on paid release time, except that no overtime shall be payable for release time activities occurring outside the employee's regular scheduled work shift.
- 24.3.1 Employee bargaining team members attending on off-duty time may flex their schedule, request shift trades or use their accrued paid leave time as necessary to ensure adequate rest following or before their next scheduled shift. Any such arrangements are subject to approval by the Employer, provided such attendance and arrangement does not unreasonably interfere with Police Department operations.

**24.4 Association Business.**

24.4.1 Employees may request to use any accrued leave (paid or unpaid) to represent the Association at conferences. These leave requests shall be reviewed consistent with procedures and criteria for other leaves of absence and approved or denied at the discretion of the Chief or his/her designee.

24.4.2 Association officers requesting paid or unpaid leave pursuant to this section shall submit a written request for such leave to the Chief or his/her designee as far in advance as practical.

24.4.3 Except as provided in this Agreement, Association business shall be conducted on the employee's own time.

24.5 Upon request, the Employer shall provide hard copies and/or electronic copies of this Agreement to each Association represented employee.

**24.6 Use of Employer Resources.**

24.6.1 The Employer agrees to furnish and maintain suitable bulletin boards in general work areas of the Police Department as agreed upon by the Employer and the Association. These bulletin boards may be used by the Association. The Association shall limit its posting of notices and bulletins to such bulletin boards. Any postings must be professional in nature and content.

24.6.2 The Association may use City communications resources (telephone, voice mail, e-mail, mail distribution, bulletin boards) for communications that relate to the Association's business relationship with the City. The Association may use other City resources for communications that relate to the Association's business relationship with the City only in an emergency or upon approval of the Chief or his/her designee.

24.7 The Association shall provide reasonable notice to the Chief in writing of Association meetings, indicating the date, time and place of such meetings. Attendance of Association members while on duty shall be allowed provided such attendance can be scheduled without unreasonably interfering with the Police Department's operations. On-duty Association members attending Association meetings shall be subject to call.

**ARTICLE 25 - TAKE-HOME VEHICLES**

25.1 Take-Home Vehicle. For all employees hired after full execution of the Collective Bargaining Agreement dated January 1, 2017 – December 31, 2019, take-home vehicles are limited to official police department use and shall be authorized for

travel to those residences within fifteen (15) miles of the City limits of West Richland.

- 25.2 For all employees employed at the time of execution of the Collective Bargaining Agreement dated January 1, 2017 – December 31, 2019 the practices associated with take-home vehicles shall continue until the employee leaves employment with the West Richland Police Department.
- 25.3 Future residential moves by grandfathered employees and continuation of grandfathered status for any existing police officer(s) grandfathered per section 25.2 above shall exist so long as the grandfathered employee's residential distance from the City does not increase.
- 25.4 Take-home vehicles are provided because employees are public safety and emergency service workers subject to responding and being ordered to duty twenty-four (24) hours a day seven (7) days a week for emergencies. This section does not prevent the Chief or designee from recalling, calling back or calling out off-duty employees for non-emergent work-related activities.
- 25.5 As an exception to sections 25.1 - 25.4 above, on a case-by-case basis, the Chief may make exceptions for an individual employee or an employee in a special assignment. The Association President shall be provided written notice of such Chief-approved exceptions.

#### **ARTICLE 26 - MANAGEMENT/LABOR COMMITTEE**

- 26.1 A management/labor committee shall be established consisting of the Chief and one other management person with the President of the WRPOA and one other member of the WRPOA bargaining unit. Additional attendees may be included as needed, depending on the subjects under discussion. The purpose of the management/labor committee meetings is to meet periodically to proactively and collaboratively address employee and employer workplace concerns.
- 26.2 These management/labor committee discussions shall constitute informal and off the record discussions and will not constitute bargaining. Generally, the committee will not discuss pending grievances, pending ULPs and any other pending legal matters. However, the parties may discuss ways to avoid disputes or to resolve disagreements as to the interpretation and application of the Agreement.
- 26.3 The committee will meet upon mutual agreement. Committee meetings will be scheduled at mutually agreeable times, and may be conducted while employees are on working time. However, if the parties agree to a time that is outside of an employee's regular work schedule, that time will be unpaid. If employee is off duty the time spent in the meeting shall not count towards overtime. If a committee meeting is established, the following shall apply:

- (a) Prior to the meeting, a written agenda shall be prepared by the party requesting the meeting and may be supplemented by additions made by the other party.
- (b) Disposition of matters covered in a labor management meeting shall not contradict, add to, or otherwise modify the terms and conditions of this Agreement unless such matters have been reviewed by the appropriate representatives from each party, including if needed a party's legal counsel. If there is concurrence with the disposition and results in a modification to the current Agreement, such disposition and modification shall be prepared by the parties' designated representative or legal counsel as a Memorandum of Agreement to be signed by both parties.

#### **ARTICLE 27 - TERM OF AGREEMENT AND TERMINATION**

27.1 This Agreement shall be in full force and effect from January 1, 2020, until December 31, 2022. Contract language changes shall be effective prospectively or as otherwise indicated in the express terms of the Agreement. Any economic matters that do not have an effective date will commence in the payroll period following the signing of this CBA by the last signing party and subject to implementation being administratively feasible in the payroll period following signing by the last party.

Either party may, upon ninety (90) calendar days' notice prior to the date of expiration, give notice to amend to the other party. In the event notice to amend is given, the Agreement shall remain in effect while the parties negotiate agreement subject to the provisions of section 27.2.

27.2 Negotiations for revisions to the subsequent Collective Bargaining Agreement will take place in accordance with the following schedule; provided, however, said schedule may be revised by mutual agreement of the parties:

27.2.1 The Association and the Employer agree to meet for preliminary discussions regarding bargaining during the month of April; and

27.2.2 The parties shall establish collective bargaining sessions to commence thereafter on a mutually acceptable basis; and

27.3 If the parties are unable to reach a mutually acceptable Collective Bargaining Agreement through normal bargaining sessions, then and in that event, either party may proceed to mediation and impasse resolution pursuant to the Public Employment Relations Commission rules and regulations.

IN WITNESS WHEREOF, the parties have executed this Agreement as evidenced herein below.

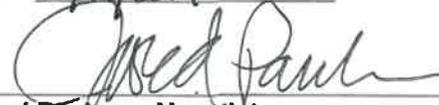
**CITY OF WEST RICHLAND**

  
\_\_\_\_\_  
Mayor: Brent Gerry  
Date: 12/9/2019

**WEST RICHLAND POLICE OFFICERS ASSOCIATION**

  
\_\_\_\_\_  
Drew Hendrickson, President  
Date: 12/17/19

  
\_\_\_\_\_  
Mitch Coates, Negotiator  
Date: 12/18/2019

  
\_\_\_\_\_  
Jared Paulsen, Negotiator  
Date: 12-17-19

**Represented by:**  
  
\_\_\_\_\_  
Beth Kennar  
Management Attorney  
Date: 12/11/2019

## APPENDIX A

### West Richland Police Officers Association Salary Schedules

Effective January 1, 2020 (3% increase)						
Step	Grade	Yearly	Monthly	Biweekly	Hourly	OT Hourly
1	Probationary Third Class	69,687.45	5,807.29	2,680.29	33.50	50.26
2	Third Class	72,708.51	6,059.04	2,796.48	34.96	52.43
3	Second Class	75,756.57	6,313.05	2,913.71	36.42	54.63
4	First Class	80,651.60	6,720.97	3,101.98	38.77	58.16
5	Senior First Class	84,684.04	7,057.00	3,257.08	40.71	61.07
	Sergeant	95,776.01	7,981.33	3,683.69	46.05	69.07

Effective January 1, 2021 (3% increase)						
Step	Grade	Yearly	Monthly	Biweekly	Hourly	OT Hourly
1	Probationary Third Class	71,778.08	5,981.51	2,760.70	34.51	51.76
2	Third Class	74,889.77	6,240.81	2,880.38	36.00	54.01
3	Second Class	78,029.27	6,502.44	3,001.13	37.51	56.27
4	First Class	83,071.14	6,922.60	3,195.04	39.94	59.91
5	Senior First Class	87,224.56	7,268.71	3,354.79	41.93	62.90
	Sergeant	100,308.24	8,359.02	3,858.01	48.23	72.34

Effective January 1, 2022 (3% increase)						
Step	Grade	Yearly	Monthly	Biweekly	Hourly	OT Hourly
1	Probationary Third Class	73,931.42	6,160.95	2,843.52	35.54	53.32
2	Third Class	77,136.46	6,428.04	2,966.79	37.08	55.63
3	Second Class	80,370.15	6,697.51	3,091.16	38.64	57.96
4	First Class	85,563.28	7,130.27	3,290.90	41.14	61.70
5	Senior First Class	89,841.29	7,486.77	3,455.43	43.19	64.79
	Sergeant	103,317.49	8,609.79	3,973.75	49.67	74.51

## APPENDIX B

### Work Schedules

The following are examples of various schedules. The days shown in the examples are not intended to define the actual work days and days off. The actual days worked and off may be different for each officer and sergeant. Detectives are only eligible to work (8) eight, (9) nine and (10) ten hour shifts. This Appendix has been modified and the modification is to be effective beginning in the payroll period following the signing of this CBA by the last signing party and subject to implementation being administratively feasible in the payroll period following the signing by the last party. The modification includes an example of a twelve (12) hour schedule based on the new provisions of the Hours of Work and Overtime Article. The modification below is only an example and the schedule would be different for officers based on the Chief's determinations.

**8-hr Schedule:**

Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	
	8	8	8	8	8	8		8	8	8	8	8			8	8	8	8	8	8											

**9-hr Schedule:**

Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	
	9	9	9	9	9	8		9	9	9	9	8			9	9	9	9	8			9	9	9	9	9					
	9	9	9	9	9			9	9	9	9	8			9	9	9	9				9	9	9	9	8					

**10-hr Schedules:**

M	Tu	We	Th	Fr	Su	Su	M	Tu	We	Th	Fr	Sa	Su	M	Tu	We	Th	Fr	Sa	Su												
10	10	10	10					10	10	10	10					10	10	10	10													
				10	10	10	10					10	10	10	10																	

**APPENDIX B (cont.)**

**12-hr Schedules:**

This schedule is provided for illustrative purposes only. Please refer to Section 5.1.3 of this Agreement for a detailed description of the exact mechanics of twelve (12)-hour work schedules under this Agreement.

A Squad	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH
Officer																					
hours worked	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12

Above reflects 28 Day work period, no training day.  Indicates unpaid pre-scheduled day off.

**Total Hours Worked = 156 hours**

A Squad	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH
Officer																					
hours worked	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12

Above reflects 28 Day work period with training day.  Indicates unpaid pre-scheduled day off.  Indicates training day.

**Total Hours Worked = 164 hours**

A Squad	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH
Officer																					
hours worked	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12

Above reflects 28 Day work period with no unpaid pre-scheduled day off and no training day.

**Total Hours Worked = 168 hours**

