

January 1, 2025 – December 31, 2027

COLLECTIVE BARGAINING AGREEMENT

between

CITY OF PASCO

and

**PASCO POLICE OFFICER'S ASSOCIATION
UNIFORMED EMPLOYEES**

2025-2027 Table of Contents

ARTICLE 1 – Recognition	5
ARTICLE 2 - Term and Scope of Agreement	5
Section 1. Term.....	5
Section 2. Scope.....	5
Section 3. Zipper.....	6
ARTICLE 3 - Management Rights	6
ARTICLE 4 - Performance of Duty.....	7
ARTICLE 5 - Grievance Procedure.....	7
Section 1. Written Grievance to Immediate Supervisor and Human Resources.	7
Section 2. Written Grievance to Division Captain.....	8
Section 3. Written Grievance to Chief of the Department.....	8
Section 4. Grievance Appealed to City Manager or Designee.	8
Section 5. Grievance Appealed to Arbitration.....	8
Section 6. Special Provisions:.....	9
ARTICLE 6 - Days Off Exchange.....	10
Section 1. Shift Exchange.....	10
Section 2. No Overtime Liability.....	10
ARTICLE 7 - Sick Leave	10
Section 1. Washington State Paid Sick Leave	10
Section 2. Contract Sick Leave.....	11
Section 3. Illnesses of Family Members.....	11
Section 4. Return to Work/Light Duty.....	12
Section 5. LEOFF II Supplement (On the Job Injury).....	13
Section 6. Crime Victim Time-Loss Supplement.....	13
ARTICLE 8 – Overtime.....	13
Section 1. Overtime Threshold and Rate.....	13
Section 2. Payment for Call-back, Court, and Training.....	13
Section 3. Other Rules.....	14
Section 4. Compensatory Time Accrual.....	14
Section 5. Compensatory Time Use.....	15

Section 6. Compensatory Time Annual Conversion.....	15
Section 7.....	15
ARTICLE 9 – Bereavement.....	15
ARTICLE 10- Medical, Dental and Life Insurance.....	16
Section 1. Medical and Dental Insurance for Employees and Dependents.	16
Section 2. Vision Care.	16
Section 3. Life Insurance.	17
Section 4. Medical Trust.	17
Section 5. Re-Opener Provisions.	17
ARTICLE 11- Hours of Work	18
Section 1. Duty Schedule.....	18
ARTICLE 12 - Clothing Allowance	18
Section 1. Quartermaster System.....	18
Section 2. Replacement of Issued Items.	19
Section 3. Uniform Shoes/boots.	19
Section 4. Plain Clothes.	19
ARTICLE 13 - Working Out of Classification.....	19
ARTICLE 14 - Holidays and Vacations	20
Section 1. Vacations.....	20
Section 2. Floating Holiday.	20
Section 3. Holidays.	21
ARTICLE 15 – Wages.....	22
Section 1. 2025 Wages.....	22
Section 2. 2026 Wages.....	22
Section 3. 2027 Wages.....	22
Section 4. Corporal and Sergeant Wages.....	22
Section 5. Shift Differential.	22
Section 6. Longevity.	22
Section 7. Deferred Compensation.	23
Section 8. Detectives.....	23
Section 9. Special Investigation Unit (SIU) Detectives.....	23
Section 10. Detective Sergeants.....	23
Section 11. Field Training Officers.	23

Section 12. SWAT.	23
Section 13. Certified Instructors.	23
Section 14. Internet Crimes Against Children (ICAC).	24
Section 15. Polygraph Examiner.....	24
Section 16. K-9 Officer.....	24
Section 17. Patrol Tactic Instructors.....	24
Section 18. CJTC IIT Lead Investigator.....	24
Section 19. Specialty Pay Assignments.....	24
Section 20. Specialty Pay Cap.....	24
ARTICLE 16 - Police Academy Attendance.....	24
Section 1. Overtime.....	24
Section 2. Transportation.....	24
Section 3. Allowance.....	25
ARTICLE 17 - Savings Clause.....	25
ARTICLE 18 - Police Officers Career Development Plan.....	25
Section 1. Tuition Reimbursement.....	25
Section 2. Monthly Premium.....	26
ARTICLE 19 - Bilingual Incentive.....	26
ARTICLE 20 – Medical Examination.....	26
Section 1.....	26
Section 2.....	27
Section 3.....	27
Section 4.....	27
ARTICLE 21 - K-9 Officer.....	28
Section 1. Off-Duty Time.....	28
Section 2. FLSA.....	28
Section 3. Serious Illness or Injury.....	28
ARTICLE 22 - Substance-Free Work Place Policy.....	28
ARTICLE 23 - Federal Family and Medical Leave Act of 1993.....	28
Section 1. Administrative Order Number 231.....	28
Section 2. Notice Required.....	28
Section 3. Conflict.....	29
ARTICLE 24 - Prevailing Rights.....	29

ARTICLE 25 - Shift Bidding.....	29
ARTICLE 26 – Layoffs	29
ARTICLE 27 – Physical Fitness.....	29

2025-2027
COLLECTIVE BARGAINING AGREEMENT
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CITY OF PASCO
and
PASCO POLICE OFFICER’S ASSOCIATION

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

The parties agree to midterm bargaining over modifications to Department Policy and CBA language specific to non-economics and Washington State law changes related to Police Reform only.

WITNESSETH:

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

ARTICLE 1 – Recognition

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

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

ARTICLE 2 - Term and Scope of Agreement

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

Section 2. Scope. The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions during contract years 2025-2027, the term of this Agreement. Provided, however, if the parties hereto have commenced negotiations for a new contract in accordance with statutory requirements and such negotiations are continuing at the termination date written above, the provisions of this contract shall remain in full force and effect until the parties reach impasse in their negotiations

or the effective date of a new contract, whichever first occurs. Nothing herein shall be construed to interfere with any person's ability to initiate a representation question or election with PERC.

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

ARTICLE 3 - Management Rights

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

1. The establishment of the qualifications for employment and to employ employees.
2. To establish the make-up of the Police Department's workforce and to make changes from time to time, including the number and kinds of classifications, and direct the workforce towards the organizational goals established by the city.
3. Determination of the Police Department's mission, policies, and all standards of service offered to the public.
4. To plan, direct, schedule, control and determine the operations and services to be conducted by the employees of the Police Department in the city.
5. Determining the means, methods and number of personnel needed to carry out the department's operations and services.
6. The reasonable approval and scheduling of all vacations and other employee leaves.
7. The hiring and assignment or transfer of employees within the department or to other police-related functions.
8. The layoff of any employees from duty due to insufficient funds or change in the department's mission, standards of service or other budgetary priorities set by the City Council.
9. The introduction and use of new or improved methods, equipment or facilities.
10. The assignment of work to and the scheduling of employees.

11. The taking of whatever action is necessary to carry out the mission of the City or Police Department in emergency circumstances and situations.
12. The determination of the department budget.
13. The right to: suspend, demote, discharge, or take other disciplinary action against employees for just cause.

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

ARTICLE 4 - Performance of Duty

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

ARTICLE 5 - Grievance Procedure

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

Section 1. Written Grievance to Immediate Supervisor and Human Resources. As soon as possible, but in no case later than thirty(30) calendar days after the grievant knows or should have known of the event giving rise to the complaint, the grievant shall first submit in writing on a standardized form (Appendix A) their complaint to their immediate supervisor and human resources, noting the essential facts, provisions(s) of the Collective Bargaining Agreement alleged to be violated and the relief sought. Said immediate supervisor shall meet with the grievant and make an investigation of the relevant facts and circumstances of the complaint and attempt to resolve the matter within his delegated scope of authority and terms of this Agreement, no later than seven (7) calendar days from the time the grievance was submitted to

them. Grievances may be submitted via e-mail and will follow the grievance process outlined in this article. All grievances must involve the Human Resources department.

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

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

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

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

- (a) A request for arbitration shall be in writing and shall be submitted to the other party within thirty (30) calendar days following the date of the reply made in Section 4. Said appeal shall identify the previously filed grievance and set forth the issue(s) that the moving party seeks to have arbitrated.

- (b) Arbitrator Selection.

For non-disciplinary matters, an arbitrator shall be selected by mutual agreement of the parties. In the event the parties cannot agree on the selection of an arbitrator within fourteen (14) calendar days, the Association shall request from PERC a list of nine (9) arbitrators

located in Washington, Oregon, and Idaho. Selection shall be made by alternatively striking names from the list with the party striking first determined by coin toss.

For disciplinary matters, an arbitrator shall be selected through the Law Enforcement Arbitrator Roster maintained by the Washington Public Employment Relations Commission (PERC). The Association shall submit a written request to PERC and the PERC Executive Director shall appoint an arbitrator consistent with RCW 41.58.070.

- (c) The arbitrator shall be limited to determining whether a party has violated, erroneously interpreted, or failed to apply properly the terms and conditions of this Agreement and the appropriate remedy. The arbitrator shall have no power to change, delete from, add to or alter the terms of this Agreement. If possible, the arbitrator shall also designate the losing party.
- (d) The parties agree that the decision of the arbitrator shall be final and binding and implemented within thirty (30) calendar days following the rendering of the decision.
- (e) The cost of arbitration shall be paid by the losing party, including the arbitrator's fee and expenses. Room rental, if any, and the cost of an agreed upon court reporter's time shall be evenly shared. Each party shall pay its own cost of any copy of the written record that party orders from the reporter. If the arbitrator cannot designate which party is the loser, each party will pay one-half (1/2) of the cost of the arbitration.
- (f) Each party shall bear the cost of the preparation of its own case.
- (g) Prior to the submission of a grievance beyond Step 4 to Arbitration, either the Association shall elect the grievance procedure, or the employee shall select the City of Pasco Civil Service Commission as the forum of choice. Selection of arbitration constitutes a waiver of right to appeal to Civil Service and the selection of Civil Service constitutes a waiver of the right to arbitration.

Section 6. Special Provisions:

- (a) The term "employee" or "grievant" as used in this article shall mean an individual employee, group of employees, or the Association.
- (b) An Association representative and/or aggrieved party shall be granted time off without loss of pay for the purpose of processing a grievance from Section 3 forward. Any investigation undertaken by the Association upon the work site shall be conducted so as not to disturb the work of uninvolved employees and only after advance notice to the department head.
- (c) A grievance may be entertained or advanced to any step in the grievance procedure if the parties so jointly agree.

- (d) The time limits as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties.
- (e) Any grievance shall be considered settled at the completion of any step if all parties are satisfied or if neither party presents the matter to a higher authority within the prescribed period of time.
- (f) Failure by a grievant or the PPOA to act within the time limits specified in any step, shall constitute a waiver and forfeiture of the moving party's right to further consideration of the grievance, except when the failure is due to a cause over which the grievant or PPOA had no cause in initiating or control. Failure, absent good cause, to meet with the Chief of Police or City Manager at their request on a grievance appeal to their office (Section 3 and 4) shall be deemed a waiver of the grievance and the grievant's right to further appeal.

ARTICLE 6 - Days Off Exchange

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

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

ARTICLE 7 - Sick Leave

Section 1. Washington State Paid Sick Leave

The City will provide paid sick leave in accordance with the Washington State Sick Leave Law- RCW 49.46. At the end of each calendar year, up to 40 hours of state sick leave will be carried over per the law. Any remaining hours in the state sick leave bank will be carried over to the employee's contract sick leave balance. Employees may use the state leave for reasons as outlined in RCW 49.46.

Washington State paid sick leave will not be eligible for payment upon termination. However, if an employee returns to employment, all sick leave balances will be restored in accordance with RCW 49.46.

i. New employees, temporary or, provisional employee are entitled to take paid sick leave, after ninety (90) days of employment and shall earn sick leave credit at the rate of one (1) hour per forty (40) hours worked.

Notification of the need to use the state paid sick leave is outlined in City policy.

Section 2. Contract Sick Leave.

The City hereby agrees to grant employees contract sick leave accrual at the rate of 8 hours, minus State Sick Leave Accrual, for each calendar month of service. This contract sick leave bank is not considered protected leave under the Washington State Paid Sick Leave Act.

A probationary employee shall earn contract sick leave in accordance with section 2 which shall be credited to them after ninety (90) days of temporary or provisional employment.

Employees may use accumulated contract sick leave for qualifying reasons as outlined in City policy.

(a) **Contract Sick Leave - Payment in Lieu Thereof.**

- i. An employee, at the time of leaving the City, except for any such employee who has not given at least two (2) weeks written notice of their voluntary termination of employment with the city, shall have twenty-five percent (25%) of their accumulated and unused sick leave at their current pay, up to an aggregate credit of seven hundred twenty (720) hours paid to them in accordance with regular city payroll procedures.
- ii. An employee, leaving the City due to retirement from employment, (in accordance with the definition of retirement under the Department of Retirement Systems), shall have thirty-five percent (35%) of their accumulated and unused sick leave at their current pay rate, up to an aggregate credit of twelve hundred (1200) hours paid to them in accordance with regular city payroll procedures.

Section 3. Illnesses of Family Members.

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

- (b) **Definition Family.** For the purpose of this section family is defined as child including: a biological, adopted, foster, step or whom the employee stand in loco parentis, is a legal guardian or de facto parent, regardless of age or dependency status; a biological, adoptive, de facto, foster parent, stepparent, or legal guardian of an employee or employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; spouse; registered domestic partner; grandparent; grandchild; or sibling.
- (c) **Definition Serious Illness.** Illness which requires "treatment or supervision" means:
 - i. Any medical condition which requires medication that the family member cannot self-medicate; or
 - ii. Any medical or mental condition that would endanger the family member's safety or recovery without the presence of the employee; or
 - iii. Any condition warranting preventive health care, such as physical, dental, optical, or immunization services, when the employee must be present to authorize treatment or when sick leave may be used for the employee's preventive health care.
 - iv. Sub-sections b) and c) above are not intended to include medical or mental health conditions that could adequately be supervised by a family member's regular care provider.
 - v. Any employee shall return to work and complete his or her regular shift assignment as soon as the reason justifying the use of this family sick leave provision no longer exists, whether due to betterment of the family member's condition, completion of any required health care services, or other reason initially justifying the use of family sick leave.

Section 4. Return to Work/Light Duty.

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

- (a) **Work Assignments.** A light duty status shall include work assignments within the Police Department assigned by the Chief that the employee is released by his or her treating physician to perform until a full release to return to work is authorized. See Article 20 for Medical Examination Requirements.
- (b) **Rate of Pay/Required Duty.** Employees on required light duty status shall be paid at one hundred percent (100%) of their normal rate of pay.

Section 5. LEOFF II Supplement (On the Job Injury).

The City shall comply with RCW 41.26.470 regulations governing the payment of LEOFF disability leave supplements and City policy. In addition, the City shall provide the supplement for up to a total of up to six (6) months per injury, regardless of whether the time loss is continuous or intermittent.

Section 6. Crime Victim Time-Loss Supplement

Crime Victim Time-Loss Supplement: If an employee's leave of absence for compensable injury arises, in the course of employment, from an Assault in the First Degree or Second Degree as defined by RCW 9A.36.011 and RCW 9A.36.021 causing serious bodily harm, the City will supplement the difference between any State time-loss payments and the employee's full wages for up to six (6) consecutive months beginning on the date of the compensable injury. Upon the employee's request and at the City Manager's sole discretion, the Supplement may be extended for up to six (6) consecutive months at a time.

To be eligible for the Supplement, the person injuring the employee must have been charged with Assault in the First Degree or Second Degree, as defined by RCW 9A.36.011 and RCW 9A.36.021, and the affected employee must suffer serious bodily harm. Per RCW 9A.04.110 "Serious bodily harm" means a bodily injury that involves a temporary but substantial disfigurement, or which causes a temporary but substantial loss or impairment of the function of any bodily part or organ, or which causes a fracture of any bodily part. Formatted: Normal, No bullets or numbering Formatted: Font: (Default) Times New Roman, Bold The City shall comply with the Worker's Compensation policy regarding payment of the non-taxable disability.

ARTICLE 8 – Overtime

Section 1. Overtime Threshold and Rate.

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

Section 2. Payment for Call-back, Court, and Training.

In addition to the compensatory time benefit provided in subsection 14.3 (b) for hours worked during a callback on certain holidays, overtime worked due to callback that is not an extension at the beginning or end of a normal shift shall be paid a minimum of three (3) hours at the overtime rate. Overtime due to court appearances requiring less than one (1) hour of the employee's time,

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

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

- (a) **Travel Time.** Travel time to and from classes shall not be paid as compensable time unless required by the FLSA. To the extent reasonably practical, the employer will continue to attempt to adjust an employee's work shift to cover the time reasonably required for travel when the training is more than fifty (50) miles from the City of Pasco.
- (b) **Sick Leave.** Overtime shall not be allowed for class attendance while an employee is on sick leave or disability leave.
- (c) **Vacation Leave.** Overtime shall not be allowed while an employee is on vacation leave, unless it is for a court appearance.
- (d) **Military Leave.** No overtime will be allowed an employee who is on military leave.
- (e) **Witness Fees.** Witness fees paid to officers by the court shall be paid directly to the City of Pasco. No officer shall collect both overtime pay and court pay for any court session attended; provided that travel fees paid by any such court for travel by the officer to and from court, shall be excluded.
- (f) **Civil Payments.** When civil witness fee payments of any kind are received for testimony required in any court case, it shall be the option of the employee to accept either the witness fee paid by the non-city party or the city's paid overtime fee, pursuant to the provisions of this Agreement. In no case shall an employee be entitled to overtime payment for testimony in a case where a civil payment has been received.

Section 4. Compensatory Time Accrual.

Employees shall be allowed to accumulate up to eighty (80) hours of compensatory time off. Employees may elect to receive compensatory time off in lieu of cash overtime in 1/2 hour increments up to the accrual maximum above with the exception of time worked on grant funded

and/or contract services which require actual cash payments to be made. One and one half hour of compensatory time shall be accrued for each overtime hour worked.

Section 5. Compensatory Time Use.

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

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

Section 6. Compensatory Time Annual Conversion.

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

Section 7.

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

ARTICLE 9 – Bereavement

In the event of a death in the immediate family of an employee, the employee shall be granted up to thirty two hours (32) hours off with pay. Additional leave for such purpose may be taken and charged to accrued sick or vacation leave or taken as leave without pay, upon authorization of the Police Chief. Documentation of the need for such leave may be required by the city.

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

ARTICLE 10- Medical, Dental and Life Insurance

Section 1. Medical and Dental Insurance for Employees and Dependents.

During the term of this agreement, the following shall apply:

Employee premiums continue to be a 12% of the composite premium, with a cap of 3.0% of the 36+ month officer pay step.

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

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

The City will offer medical and dental insurance plans in accordance with IRS guidelines. The City reserves the right to discontinue any health insurance plan and follow the re-opener provision in Section 5 should it trigger a federal excise tax under the Affordable Care Act (ACA).

Section 2. Vision Care.

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

Section 3. Life Insurance.

The city, for the term of this Agreement, shall continue to provide an employer-paid plan with benefits increased to Fifty Thousand Dollars (\$50,000) of face value term insurance.

Section 4. Medical Trust.

The City shall contribute one hundred and twenty-five (\$125.00) dollars per month on a pre-tax basis for all LEOFF II bargaining unit members to the Washington Fraternal Order of Police (FOP) Medical Trust. These contributions shall be included as salary for the purpose of calculating retirement benefits.

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

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

Section 5. Re-Opener Provisions.

The City reserves the right to re-open Article 10 by providing at least 14 calendar days' written notice to the Association prior to re-opening negotiations if any of the following event(s) occur:

- i. Federal Excise Tax Re-Opener: If the City determines that any of this Article's insurance plans or the Medical Trust offered may trigger a federal excise tax under the ACA, the City may re-open bargaining for the affected plan(s).
- (ii) Significant Changes Re-Opener: If the City determines there are significant changes that will affect the availability, cost, or scope of medical, dental, vision, or life insurance and wellness benefits. Such changes may include, but are not limited to:
 - (a) Changes in federal or state legislation or regulations;
 - (b) Significant alterations in insurance market conditions;
 - (c) Introduction of new insurance plans or wellness programs; and/or
 - (d) Substantial changes in the cost of existing insurance plans.

ARTICLE 11- Hours of Work

Section 1. Duty Schedule.

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

ARTICLE 12 - Clothing Allowance

Section 1. Quartermaster System.

The Employer shall provide, on an “as needed” basis, for each employee, and continue to maintain for each employee on an “as needed” basis as recommended by the employee’s supervisor, the following minimum uniform, weapon, and leather gear issue:

(a) Uniform Items:

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

(b) Weapon Items and Equipment:

Handgun**	1
Handgun Magazines	3
Chemical Irritant (OC)**	1
Handcuffs	2 pairs
Flashlight	1
Baton**	1
Portable Radio	1

(c) Leather or Synthetic Leather Gear Items:

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

* On a replacement basis for existing equipment

** Requires certification and/or mandatory training

Section 2. Replacement of Issued Items.

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

Section 3. Uniform Shoes/boots.

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

Section 4. Plain Clothes.

For those employees required to wear plain clothes in the course of their assigned duties (detectives), the employer will pay a semi-annual clothing allowance of Four Hundred Forty-Two Dollars and 50 cents (\$442.50) on the last paycheck of January and July of each year. The City will pay for the cleaning of up to twelve (12) articles of clothing for each plain-clothes officer each month. "Articles of clothing" means: sport coat or jacket, slacks, suits, necktie, dress shirt, blouse, skirt, scarf, dress and dress shoes.

ARTICLE 13 - Working Out of Classification

Any employee covered by this Agreement working out of classification for more than five (5) continuous working days shall be paid the rate of pay for the higher classification retroactively to

the first full shift and for each additional full shift. The out of classification rate paid to the employee will be based on the difference in base pay of the two classifications.

ARTICLE 14 - Holidays and Vacations

Section 1. Vacations.

(a)	0-5yrs	6th yr	11th yr	16th yr	20th yr
8 Hr. days per year	14	17	20	22	26
<u>Accrual per pay</u>					
<u>period in hrs</u>	4.30 hrs	5.23 hrs	6.15 hrs	6.76 hrs	8.0 hrs
<u>Maximum Accrual</u>	224 hrs	272 hrs	320 hrs	352 hrs	416 hrs

- (b) **Accumulation of Vacation.** Normally, employees will be required to take annual vacation. No accrued vacation will be allowed in excess of two full years of earned vacation time. Time not taken that causes accrual beyond two full years will be lost to the employee. Normally, employees will not take more than one and one-half (1-1/2) years accumulation in any one year; however, the City Manager may authorize longer leave in special cases.
- (c) **Vacation Cash-out.** Employees entering their third (3rd) year of continuous service may convert seventy-two (72) hours vacation into cash in December of each year, provided they have taken eighty (80) hours of vacation during the year and have maintained satisfactory work performance as shown in their annual performance evaluation.
- (d) **Probationary Employees.** Probationary employees will earn vacation credit that shall be fully credited to them upon becoming regular employees. Probationary employees will be able to use up to twenty-four (24) hours of vacation leave during their remaining twelve (12) months of probationary period upon graduation from the Police Academy.

Section 2. Floating Holiday.

Each employee may select a day on which he desires to take two (2) floating holidays, subject to the following conditions:

- i. The employee has been continuously employed by the city for more than six (6) months.
- ii. The employee has given not less than fourteen (14) calendar days of written notice to his immediate supervisor. The employee and supervisor may agree on an earlier date of convenience.

- iii. The supervisor has approved the date.
- iv. The floating holiday must be taken during the calendar year or entitlement to the day will lapse; except when an employee has made reasonable request for a personal holiday and the request has been denied.
- v. The employee will receive their scheduled duty shift hours of straight time pay for the holiday.

Section 3. Holidays.

All ten (10) general holidays will be accrued as holiday time that the employee may elect to use holiday hours upon accrual, convert to vacation days or cash-out at the straight time rate in December, or any combination. The holiday time may not be “carried over” and the maximum vacation accumulation remains as specified in Section 1(b). Employees who work on a designated general holiday, except as stated in Section 3 b. below, will be paid at the straight time rate unless other overtime provisions apply.

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

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

ARTICLE 15 – Wages

Section 1. 2025 Wages

Effective on the first full pay period in January of 2025, all employees' base wage rates will increase by 3%.

Section 2. 2026 Wages

Effective on the first full pay period in 2026, all employees' base wage rates will be adjusted by the equivalent of 100% CPI-U West region, B/C Cities, June-to-June, 2.0% minimum, 4.0% maximum.

Section 3. 2027 Wages

Effective on the first full pay period in 2027, all employees' base wage rates will be adjusted by the equivalent of 100% CPI-U West region, B/C Cities, June-to-June, 2.0% minimum, 4.0% maximum.

Section 4. Corporal and Sergeant Wages

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

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

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

Section 5. Shift Differential. Each bargaining unit member assigned to:

Swing shift will receive \$0.50 per hour over their base hourly wage.

Graveyard Shift will receive \$1.00 per hour over their base hourly wage.

Section 6. Longevity.

Longevity pay shall be computed on the individual employee's hourly rate of pay for the following years of continuous service with the department:

<u>Years of Service</u>	<u>Compensation</u>
After 6 years	2% of base salary
After 10 years	4% of base salary
After 15 years	6% of base salary
After 20 years	8% of base salary
After 25 years	10% of base salary

Section 7. Deferred Compensation.

Each bargaining unit member shall be paid a deferred compensation contribution as provided below:

6.0% for 2025, 2026, 2027

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

Section 8. Detectives.

Detectives shall receive an additional four percent (4%) per month over their base hourly wage. Detectives shall all carry their assigned pager or cellular phone when off duty and are expected to answer if they receive a call. Each week, one Detective shall specifically be assigned "on-call" and shall stay within range of their assigned pager or cellular phone and a thirty-minute response time to the station or point of the emergency call out.

Section 9. Special Investigation Unit (SIU) Detectives.

SIU Detectives will receive an additional one percent (1%) per month over their base hourly wage (in addition to detective incentive).

Section 10. Detective Sergeants.

Detective Sergeants will receive an additional four percent (4%) per month over their base hourly wage, to compensate for frequent off duty calls to assist department personnel by providing instructions, guidance or decisions pertaining to developing or on-going investigations.

Section 11. Field Training Officers.

Certified Field Training Officers (FTO's) when assigned by the Chief of Police will receive an additional wage amounting to five percent (5%) per hour of their base wage during the hours they are actively training 'student officers' (as defined by the FTO training manual).

Section 12. SWAT.

Three percent (3%) premium for SWAT members. The City reserves the exclusive right to determine the number of positions on SWAT. Further, the City retains the exclusive right to remove any individual from the SWAT team at any time for any reason without recourse or challenge.

Section 13. Certified Instructors.

Certified instructors, as assigned by the Chief, will receive an additional 5 percent (5%) base wage increase for the hours they are actively instructing and for approved preparation time (approved in advance by Division Captain or designee). TAC and A/C officer certified instructors will be eligible for up to three (3) weeks pre academy and post academy for scheduled academy sessions.

Section 14. Internet Crimes Against Children (ICAC).

When assigned to the ICAC taskforce by the Chief, employees will receive an additional two percent (2%) base wage increase for the duration of the assignment.

Section 15. Polygraph Examiner.

When assigned by the Chief, certified polygraph examiners will receive an additional two percent (2%) base wage increase for the duration of the assignment.

Section 16. K-9 Officer.

K-9 Officers will receive an additional two percent (2%) base wage increase for the duration of the assignment.

Section 17. Patrol Tactic Instructors.

Patrol Tactic Instructors will receive an additional two percent (2%) base wage increase for the duration of the assignment.

Section 18. CJTC IIT Lead Investigator.

CJTC IIT Lead Investigator will receive an additional wage of two percent (2%) base wage increase while being assigned as a member of the Special Investigations Unit (SIU).

Section 19. Specialty Pay Assignments.

All specialty pay assignments are made at the discretion of the Police Chief. These assignments do not constitute a property right for any employee.

Section 20. Specialty Pay Cap.

Specialty pay for all assignments that qualify for specialty pay will be capped at a maximum additional wage increase of no more than ten percent (10%), excluding longevity pay, bilingual pay, and education pay.

ARTICLE 16 - Police Academy Attendance

Section 1. Overtime.

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

Section 2. Transportation.

The City shall determine the means of transportation for an employee to the Police Academy or other training facility and pay the actual cost of transportation for the initial trip to the academy location and the final return trip. If the employee's personal automobile is used as the means of transportation, the city shall pay the employee the rate at which non-represented employees are reimbursed. Any trips home during academy attendance, when required by the City shall be by

means of transportation determined by the City and the City will pay the cost thereof or mileage. No other transportation costs or mileage will be paid by the City while an employee is attending the Academy.

Section 3. Allowance.

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

ARTICLE 17 - Savings Clause

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

ARTICLE 18 - Police Officers Career Development Plan

Section 1. Tuition Reimbursement.

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

Tuition costs for approved courses shall not exceed the following:

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

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

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

Section 2. Monthly Premium.

Employees possessing an Associate or Bachelors degree in a major field of study from a regional accreditation body by the US Department of Education prior to employment or obtaining a degree in an approved field of study after employment under the provisions of Section I will receive for an education premium for compensable work in the following amounts:

(a) Police Officer, Sergeants:

Degree Level Achieved

Associate's degree	3%/mo.
Bachelor's degree	6%/mo.

Employees are provided incentive pay for education upon hire and only the highest degree level is eligible for pay (e.g., an employee with an associate and bachelor's degree is eligible for a 6% education premium).

ARTICLE 19 - Bilingual Incentive

Any Association member who is fluent in Spanish or in another foreign language (at the City's sole discretion that is deemed useful to the City) shall have their base wages increased by five Percent (5%) per hour, such proficiency shall be reasonably determined by the City.

Bilingual fluency sufficient for incentive pay is determined through third-party language testing. Provided the employee is sufficiently fluent, they will receive incentive pay upon hire.

ARTICLE 20 - Medical Examination

Section 1. The employer reserves the right to terminate employment when an employee is not mentally or physically fit for duty and there is not a reasonable prognosis that the employee will be able to return to duty in a reasonable amount of time. When the employer has a legitimate, good faith, nondiscriminatory reason to believe an individual is physically or mentally unfit, it may order the employee to be examined by a medical provider of the employer's choice.

Physical examinations will be taken in a timely manner whether on or off duty. The need for such an examination may arise at different times during an employee's recovery. Pending the results of the Fitness for Duty examination, the employee will be placed on paid administrative leave. Examinations and reports of such examinations shall be done in conformance with the medical confidentiality provisions of the American with Disabilities Act (ADA) and such reports shall include whether or not the employee is fit and in the event the employee is not fit, what the prospect for return is, or whether accommodations are available which would allow an employee to perform the essential functions of the job and what such accommodations may be.

Section 2.

If the employer decides to commence termination proceedings because it believes there is not a reasonable prognosis for the employee to return to full duty in a reasonable period of time, it shall advise the employee of its intent. The employee shall be accorded a pre-termination hearing. The employee shall have a right to obtain an independent medical examination prior to such a hearing at his or her own expense. The employee shall have a right to present such an opinion at the pre-termination hearing. In the event the employee challenges the conclusion of the employer's medical provider either at the pre-termination hearing or in the grievance procedure, the employee shall waive the confidentiality restrictions the employer is subject to so the employer will have complete access to the relevant medical reports. Nothing in this procedure precludes any party from obtaining, at their own expense, additional medical reports as may be reasonably necessary either prior to any termination decision or during the grievance procedure. Such reports shall be subject to disclosure.

Section 3.

In the event of a medical termination, the employer shall provide information about other job opportunities with the City for one (1) year beyond termination. The former employee may apply for any such jobs but has no right of automatic reinstatement to City employment.

Section 4.

If the employee is unfit for full duty but there is a reasonable prospect for return to full duty, he or she may be eligible for light duty in accordance with Department Policy. All light duty assignments must take into consideration the benefit provided to the City and the potential impact on other bargaining units and their members. Employees do not have a right to permanent light duty and such light duty shall be limited to six (6) months per injury, which the City at its discretion may extend. Light duty assignments may include work outside the Police Department and job assignments are subject to continued satisfactory performance of services assigned. If an employee has exhausted light duty and all paid leave, the employee will be subject to the medical termination provisions set forth above. If an employee is ineligible for light duty, and all paid leave is exhausted, but there is a reasonable prognosis for return to full duty in a reasonable period of time, the employee shall be placed on unpaid administrative leave for the time appropriate to permit the employee to return to full duty.

ARTICLE 21 - K-9 Officer

Section 1. Off-Duty Time.

It is agreed that on the average, a K-9 Officer spends approximately thirty (30) minutes per day in compensable off-duty time for the duty-related care and maintenance of a dog, or fifteen (15) hours per month. Such compensation shall be included in the K-9 Officer's payroll check issued for the second payroll each month in an amount based upon the fifteen (15) hours per month average.

Section 2. FLSA.

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

Section 3. Serious Illness or Injury.

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

ARTICLE 22 - Substance-Free Work Place Policy

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

ARTICLE 23 - Federal Family and Medical Leave Act of 1993

Section 1. Administrative Order Number 231.

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

Section 2. Notice Required.

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

Section 3. Conflict.

The leave requirements otherwise made available to the employee throughout this Agreement shall not be diminished by their coordination with the FMLA and any conflict between a provision of this Agreement and the Administrative Order No. 231 shall be resolved in favor of the language of this Agreement.

ARTICLE 24 - Prevailing Rights

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

ARTICLE 25 - Shift Bidding

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

ARTICLE 26 – Layoffs

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

ARTICLE 27 – Physical Fitness


The parties agree to cooperate in creating a physical fitness incentive program. The testing criteria, elements, and process to be determined by Police Management. Beginning in 2022 there will be two (2) incentive levels – two-hundred and fifty (\$250.00) and five hundred (\$500.00) to be paid in December.

Dated this 12th day of May 2025.

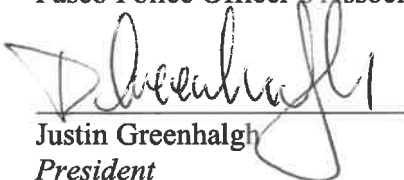
City of Pasco:

ATTEST:


Dave Zabell *Last one*
Interim City Manager


Debra Barham
City Clerk

Pasco Police Officer's Association:


Justin Greenhalgh
President


James Thompson
2nd Vice President

