

November 6, 2023 – December 31, 2024

COLLECTIVE BARGAINING AGREEMENT

Between

CITY OF PASCO

and

PASCO POLICE COMMANDING OFFICER'S ASSOCIATION

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2023 – 2024
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between
CITY OF PASCO
and
PASCO POLICE COMMANDING OFFICERS ASSOCIATION

This Agreement is made and entered into by and between the City of Pasco, Washington, hereinafter referred to as the “Employer,” or the “City” and the Pasco Police Commanding Officers 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 classification of Captain.

“Employee(s)” as used herein means and is limited to police department employees employed in the civil service classification of Captain. Employees are in the classified civil service unless otherwise exempted in accordance with RCW 41.12.050.

ARTICLE 2 - Term and Scope of Agreement

Section 2.1 Term. All provisions to take effect upon signing with the exception of economic issues and those issues with specific implementation dates.

Section 2.2 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 2023-2024, 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 exercise their rights under Chapter 41.56 RCW, including representation issues.

Section 2.3 Entire Agreement. 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, and the Employer maintains the right to exercise traditional managerial prerogatives. Provided, however, that the exercise of any or all of these rights shall not conflict with any provision of this Agreement. Such rights and prerogative include, but are not limited to, the following:

1. The establishment of the qualifications for employment and to employ employees.
2. To establish the make-up of the Police Department's work force and to make changes from time to time, including the number and kinds of classifications, and direct the work force towards the organizational goals established by the city.
3. Determination of the Police Department's mission, policies, and all standards of service offered to the public.
4. To plan, direct, schedule, control and determine the operations and services to be conducted by the employees of the Police Department in the city.
5. Determining the means, methods and number of personnel needed to carry out the department's operations and services.
6. The reasonable approval and scheduling of all vacations and other employee leaves.
7. The hiring and assignment or transfer of employees within the department or to other police-related functions.
8. The layoff of any employees from duty due to insufficient funds or change in the department's mission, standards of service or other budgetary priorities set by the City Council.
9. The introduction and use of new or improved methods, equipment or facilities.
10. The assignment of work to and the scheduling of employees.
11. The taking of whatever action is necessary to carry out the mission of the City or Police Department in emergency circumstances and situations.
12. The determination of the department budget and staffing of the Police Department.
13. The right to: suspend, demote, discharge, or take other disciplinary action against employees on reasonable grounds so long as it is not arbitrary or capricious.

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. Should a grievance arise, there shall be no work stoppage or slowdown by employees, but an earnest effort shall be made to settle such grievances promptly, at the lowest level, and in the manner hereinafter outlined. Prior to initiating a written grievance, an employee should attempt to resolve the matter with their supervisor, or in their absence, with the next management official in the chain of command.

Section 5.1 Procedure Steps.

Grievances, as herein defined, shall otherwise be processed in the following manner:

Step 1: Written Grievance to Deputy Police Chief. As soon as possible, but in no case later than fourteen (14) calendar days after the grievant knows or should have known of the event giving rise to the complaint, the grievant shall first submit in writing on a standardized form (Appendix A) their grievance to the Deputy Police Chief or designee noting the underlying facts, provisions(s) of the Collective Bargaining Agreement alleged to be violated and the relief sought. The Deputy Police Chief or designee shall meet with the grievant and then respond to the grievant in writing of their decision within fourteen (14) calendar days following receipt of the written grievance.

Step 2. Written Grievance to Chief of Police. If the Deputy Police Chief or designee 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 Deputy Police Chief or designee, submit the grievance in writing to the Chief of Police or designee. The writing shall include the original grievance filed with the Deputy Police Chief or designee, their response, and the objections to the Deputy Police Chief's response. The Chief of Police or designee shall meet with the grievant and then respond to the grievant in writing of their decision within fourteen (14) calendar days following receipt of the written grievance.

Step 3. Grievance Appealed to City Manager. If the grievance is not settled, the employee may notify the City Manager or designee and Human Resources in writing, by providing all of the previous written filings and responses and their objections to the Police Chief or designee's response within fourteen (14) calendar days from the date of receipt of the Police Chief or designee's written response. The City Manager or designee shall review the facts, hold a hearing on the dispute where the parties may provide evidence and testimony, and issue a final decision in writing within thirty (30) calendar days of receipt of the grievance appealed with the City Manager or designee.

Step 4. 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) The Association shall submit a written request for arbitration to the City Manager and Human Resources within thirty (30) calendar days following the date of the reply made in step 3. Said appeal shall identify the previously filed grievance and set forth the issue(s) that the party seeks to have arbitrated.
- b) Arbitrator Selection.
 - (a) 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 FMCS a list of seven (7) 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.
 - (b) 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.
- 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 equally by both parties, 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.
- f) Each party shall bear the cost of the preparation and representation of its own case.
- g) Prior to the submission of a grievance beyond Step 3 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 5.2 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 Step 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 Chief of Police. There shall be no interruption of work while grievances are being resolved.
- 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 Association 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 Association 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 (Step 2 or 3) shall be deemed a waiver of the grievance and waiver of the rights of the grievant to further appeal.

ARTICLE 6 – Wages

Wages for Captains are to be established as follows:

Section 6.1. Base Wages.

2023 Wages. \$165,000 annually

2024 Wages. \$172,000 annually effective first full pay period of 2024 (January 7, 2024)

Section 6.2 FLSA Designation.

Under the Fair Labor Standards Act (FLSA) the position represented in this bargaining unit is classified as exempt, meaning not overtime eligible.

ARTICLE 7 – Substance-Free Workplace Policy

The Substance-Free Workplace Policy set forth in the City of Pasco Administrative Order currently number 280 originated October 13, 2018, is incorporated herein by this reference.

ARTICLE 8 – Clothing And Uniforms

Provided in accordance with department budget allotment, to include uniforms, footwear, and equipment, as approved by Police Chief.

ARTICLE 9 – Health & Other Benefits

Section 9.1. Health Benefits

Medical/Rx, dental, and vision benefits, and associated premiums charged to the employee, shall be provided to employees as in effect for the Pasco Police Officer’s Association.

Section 9.2 LEOFF II Membership

Employees shall be included in the Law Enforcement Officers and Firefighters (LEOFF) retirement plan as outlined by the Department of Retirement Systems, and associated contributions for the employer and employee shall apply.

Section 9.3 Medical Trust

Employees shall contribute **1%** per month on a pre-tax basis to the Washington Fraternal Order of Police (FOP) Medical Trust. The City shall remit payment to the FOP on behalf of the employee.

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 9.4 Vacation and All Other Benefits

Vacation benefits shall be afforded in accordance with the City’s vacation leave policy, except employees may convert up to 60 hours of accrued vacation in December of each year, provided any such employee requesting conversion has maintained satisfactory work performance and has taken at least 10 days of vacation leave during the calendar year.

All other benefits and accrual rates aside from those referenced in this agreement shall be provided in accordance with benefits in effect for the City’s management benefits group.

ARTICLE 10 – Reporting Employee Information

The City agrees to provide the information listed below for members in the bargaining unit upon request from the union.

- the employee's name and date of hire;
- the employee's contact information, including: (i) cellular, home, and work telephone numbers; (ii) work and the most up-to-date personal email addresses; and (iii) home address or personal mailing address; and
- employment information, including the employee's job title, salary or rate of pay, and work site location or duty station.

The information will be provided within 21 days of receipt of the request for information from the union to the City's Human Resources department.

The union agrees to not pursue legal recourse against the City for not providing the information in accordance with the parameters and time limits set forth in SHB 1200.

ARTICLE 11 - 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 12 - 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.

SIGNATURE PAGE

Dated this 8th day of November

City of Pasco:



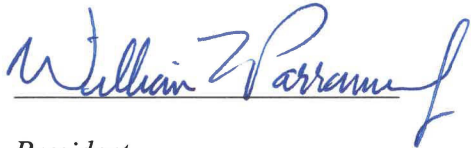
Adam R. Lincoln
City Manager

ATTEST:

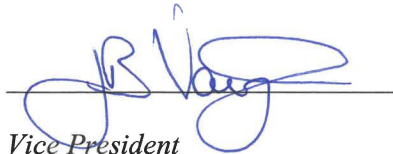


Debra Barham, CMC
City Clerk

Pasco Police Commanding Officers Association:



President



Vice President