

**January 01, 2019 – December 31, 2021**

**AGREEMENT**

**BY AND BETWEEN**

**THE**

**DUPONT POLICE OFFICERS' ASSOCIATION  
International Union of Police Associations**

**LOCAL #165**

**AND THE**

**CITY OF DUPONT**

THIS AGREEMENT is between the CITY OF DUPONT (hereinafter called the City) and DUPONT POLICE OFFICER'S ASSOCIATION LOCAL #165 (hereinafter called the Association) for the purpose of setting forth the mutual understanding of the parties as to wages, hours, and other conditions of employment of those employees for whom the City has recognized the Association as the exclusive collective bargaining representative.

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## **PREAMBLE**

The City and the Association agree that the efficient and uninterrupted performance of municipal functions is a primary purpose of this Agreement, as well as the establishment of fair and reasonable compensation and working conditions for employees and the City. This Agreement has been reached through the process of collective bargaining with the objective of fostering effective cooperation between the City and its employees. Therefore, this Agreement and procedures which are established for the resolution of differences is intended to contribute to the continuation of good employee relations and to be in all respects in the public interest.

## **ARTICLE 1 - SUBORDINATION OF AGREEMENT**

It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable state law and City Ordinances. When any provision of a City Ordinance conflicts with the provisions of this Agreement, the provisions of this Agreement shall prevail unless otherwise agreed to.

## **ARTICLE 2 - RECOGNITION OF ASSOCIATION**

The City hereby recognizes the Association as the exclusive collective bargaining representative for the purpose stated in Chapter 41.56 RCW, as last amended, for all non-exempt uniformed employees commissioned and/or under the LEOFF System employed within the classifications listed in Appendix A to this agreement. If the City decides to contract police services to another agency, the City agrees to alert the Association of any such discussions, and to bargain with the Association any impacts of such action. Furthermore, the City agrees not to engage in contracting police services with any agency during the life of this contract.

## **ARTICLE 3 - ASSOCIATION MEMBERSHIP AND DUES**

**Section 3.1** The City recognizes that bargaining unit members of the Association may, at their discretion, become members of the Association

**Section 3.2** The City shall provide to the Association the name, address, and telephone number of all new bargaining unit employees. As soon as practicable, the City shall provide an opportunity for the Association to meet with new bargaining unit members to discuss Association representation. When requested by the Association, the City shall provide the Association with a roster of employees covered by this Agreement.

**Section 3.3** The City agrees to deduct from the paycheck of each employee, who has voluntarily authorized it, the regular initiation fees and regular monthly dues uniformly required of members of the Association. The amounts deducted shall be transmitted monthly to the Association on behalf of the employees involved. Authorization by the employee shall be on a form approved by the Association so notified. The performance of this function is recognized as a service to the Association by the City. There shall be no retroactive deduction of dues. The Association agrees to indemnify and hold harmless the City from any action arising from this Section.

**Section 3.4** Reserve Officers are to be utilized to augment the full time officers. They shall not take the place of full time officers.

**Section 3.5** No part-time, volunteer or temporary employees shall work within the police department or perform work that is traditionally performed by commissioned officers unless

mutually agreed to by both parties. The agreement shall be reduced to writing and signed by both parties.

**Section 3.6** Up to two bargaining unit employees as may be designated by the Association, shall be granted leave from duty with full pay for Association business, such as attending educational conferences and seminars, provided that the total leave for the purpose set forth in this Section shall not exceed twelve (12) working days in any calendar year and carries the written approval of the Chief of Police. For purposes of this section, the current leave form will be utilized to request for approval of time off. If any section of this agreement is determined to be unlawful as a result of a final decision of the Washington courts or is rendered unlawful by an action of the Legislature, either party may reopen this section for negotiation.

**Section 3.7** The bargaining unit shall provide management with a list of E-Board members at the beginning of the year and within 10 days of any change of E-Board members.

#### **ARTICLE 4 - GRIEVANCE PROCEDURE**

**Section 4.1** A grievance is hereby defined as an alleged violation of a specific section of this Agreement that is brought by the grieving party to the attention of the other party within thirty (30) calendar days of the time the grieving party first became aware of the alleged violation. Such grievances shall be resolved in the following manner:

**Discussion** Any potential grievance shall be taken up by the employee and/or the Association to the employee's immediate supervisor in an informal meeting. The date of this informal meeting shall be documented by a written memorandum signed by the parties present at the informal meeting. The parties agree to make every effort to settle the matter promptly at this level. If no settlement is reached, the grievance shall be advanced to Step 1 within ten (10) calendar days of the informal meeting of the parties.

**Step 1** The Association or aggrieved employee shall first present the grievance, in writing, setting forth relevant facts, (including the alleged violation and the resolution requested), to the Chief of Police, who shall review the grievance and render a written decision within ten (10) working days of receipt of the grievance. The written grievance at this step, and at all steps thereafter, shall contain the following information: (1) a statement of the grievance and the facts upon which it is based (2) the alleged violation of this Agreement; (3) the remedy or adjustment sought; and (4) the signature of the aggrieved employee or Association Representative.

**Step 2** If the grievance is not resolved at Step 1, the Association or aggrieved employee may submit the grievance to the Mayor or designee within ten (10) working days of receipt of the Police Chief's decision. The Mayor or designee shall submit a written decision within ten (10) working days of receipt of the grievance.

**Step 3** If the grievance is not resolved at Step 2, the Association may, within thirty (30) calendar days from the completion of Step 2, give written notice to the City of its intent to submit the grievance to arbitration. The Association shall immediately request a list of seven (7) arbitrators from the Public Employment Relation Commission. Upon receipt of the list both parties shall meet within ten (10) working days to alternately strike names from the list until one name remains, who shall

serve as the neutral arbitrator. First strike shall be determined by the flip of a coin between the Association and the City. The arbitrator shall be requested to issue a written decision within thirty (30) calendar days of the close of the hearing, or issue a bench decision if mutually agreed to and requested by both parties of this Agreement. The decision shall be final and binding on both parties. The arbitrator shall have no power to alter, amend or change the terms of this Agreement.

**Section 4.2** Each party shall pay the expenses of their own representatives, attorneys, witnesses, and other costs associated with the presentation of their case and one-half (1/2) the expenses of the arbitrator.

**Section 4.3** Any and all time limits specified in the grievance procedure may be waived by written mutual agreement of the parties. Failure of the Association to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment. Should the Employer fail to submit a reply within the specified time limits without such waiver, the Association may submit the grievance to the next step within the grievance procedure.

**Section 4.4** Newly hired probationary employees shall not have access to the grievance procedures for matters relating to discipline or inability to perform the duties of their position.

#### **ARTICLE 5 - WORK STOPPAGES**

The City and the Association agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life of this Agreement, the Association shall not cause or condone any work stoppage, strike, slowdown or other interference with City functions by employees under this Agreement, and should same occur, the Association agrees to take appropriate steps to end such interference. Employees covered by this Agreement who engage in any of the foregoing actions, shall be subject to such disciplinary action as may be determined by the City.

#### **ARTICLE 6- MANAGEMENT RIGHTS**

Any and all rights concerned with the management and operations of the Department are vested exclusively in the Employer unless otherwise provided for by the terms of this Agreement. The Employer has the authority to adopt reasonable rules for the operation of the Department and the conduct of its employees, provided such rules are not in conflict with the provisions of this Agreement. The Employer has the right to (among other actions) discipline or discharge employees for just cause, to lay off employees due to financial reasons or other legitimate business reasons; to transfer and promote employees; to assign work and determine duties of employees consistent with the traditional duties of Police Officers; to schedule hours of work; to determine the number of personnel to be assigned to duty at any one time; to establish reasonable performance and productivity standards; to introduce and use new improved, or automated methods and equipment; to build, move, or modify its facilities; to take action on any matter in the event of an emergency; and to perform all other functions not expressly limited by this Agreement. The parties agree to abide by collective bargaining laws.

**ARTICLE 7 - VISITATION BY ASSOCIATION REPRESENTATIVES**

Elected Association Officers may, after notifying the City official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances, to investigate if this agreement is being followed or to investigate conditions on the job, provided that said activities do not interfere with the operations of the City. During such investigations, such representatives shall confine their activities to matters relating to this Agreement. The Association shall furnish to the Chief of Police an up-to-date list of authorized elected Association Officers and shall keep such list current.

**ARTICLE 8 - SAFETY COMMITTEE**

The City and Association agree to a standing safety committee pursuant to WAC 296-24-045. In addition to the representatives elected or appointed under WAC 296-24-045, the committee will include a representative appointed by the Association. The Committee will meet on a quarterly basis or upon request of the chairperson (Safety Officer) on City time, with a view of maintaining a safe working environment.

**ARTICLE 9 - COMPENSATION PLAN**

Nothing in this section shall be construed to permit variances from the terms of this Agreement without the mutual consent of the parties, or to constitute a waiver of the parties' obligation to collectively bargain. The classifications and hourly rates of pay for 2019-2021 set forth in the attached Appendix A and by reference herein are made part of this Agreement.

- A. The matrix includes a wage increase of 8% plus a 3% fixed Cost of Living Adjustment (COLA) in 2019, a fixed annual COLA of 3% in 2020, and 3% COLA in 2021. The step increase shall be applied on the day on which the anniversary occurs.
- B. Deferred Compensation- The City offers three (3) voluntary deferred compensation plans: ICMA Retirement Corp., DCP through WA State DOR, and Decision Point. Employees may enroll in these voluntary programs, pursuant to the Plan provisions. For the period of January 1, 2019 through August 31, 2019, the City shall contribute 4% of the employee's base pay each payroll, to the employee's account in the City's Deferred Compensation Plan. The City shall also contribute 1% of the employee's base pay to the employees account in the City's Deferred Compensation Plan on each payroll, if the employee also contributes a minimum of 1% of the employee salary into said account. Base pay does not include specialty pay or overtime. Effective September 1, 2019, no City contribution or employer "match" will provided. Employees may elect to make voluntary contributions into these programs pursuant to Plan provisions.

**ARTICLE 10- LONGEVITY PAY**

Longevity pay shall be added to each employee's base monthly pay as follows:

|                  |    |
|------------------|----|
| after 5 years =  | 2% |
| after 10 years = | 3% |
| after 15 years = | 4% |
| after 20 years = | 5% |

## **ARTICLE 11- USE OF FACILITIES AND EQUIPMENT**

The Association shall have the right to use City meeting spaces and facilities for Association meetings as long as:

- A. at least forty-eight (48) hours' verbal notice is given by the Association to the Chief of Police;
- B. the meeting space or facility is not previously scheduled for use by the City; and
- C. the Chief of Police determines that the Association's meeting will not unreasonably interfere with City operations.

## **ARTICLE 12 - STANDARD WORKING CONDITIONS**

### **Section 12.1 Seniority**

- A. "Departmental Seniority" is defined as total service a fully commissioned police officer with the City of DuPont Police Department.
- B. "Classification Seniority: shall accrue for the effective date of regular appointment or promotion to the employee's current classification. Employees shall not attain classification seniority until completion of the probationary period in the classification, at which time classification seniority shall relate back to the most recent date of appointment to such classification.
- C. An employee shall not accrue seniority during an unpaid leave of absence in excess of thirty (30) calendar days, except as mandated by Federal or State law, or City policy.
- D. Seniority of individuals having the same date of appointment shall be based on their civil service standing, with the person attaining the highest ranking on the eligibility list having the greatest seniority.
- E. Loss of Seniority- An employee shall lose all accrued seniority for the following reasons:
  - 1) If the employee voluntarily resigns; or
  - 2) The employee retires; or
  - 3) The employee is discharged for cause; or
  - 4) If the employee fails to respond within three (3) calendar days after delivery or attempted delivery of a notice of reinstatement from layoff, such notice to be sent by certified mail, return receipt requested, to the employee's last known address on file with the City; or
  - 5) If the employee fails to timely return from a leave of absence.

**Section 12.2 Shift Bids**

- A. Establishment of seniority for vacation and holiday scheduling preference shall be based on the date of promotion to the rank. Any time spent as a temporary or Acting Sergeant, Acting Lieutenant or Office in Charge (OIC) shall not be considered for purposes of establishing seniority within rank. When more than one (1) employee is promoted to Sergeant, Lieutenant or OIC on the same date, the total combined promotional selection procedure test scores for the prospective rank shall be used to establish the relative seniority position within rank.
- B. Within patrol, shift assignments shall be determined by seniority bid that occurs within the last quarter of the year. The DPOA agrees to perform this function. Any guild member who intends to move from a specialty assignment to patrol must notify the Chief or designee prior to September 1 preceding their respective bids to give adequate time for the department to advertise and fill that vacant opening before the bid process. Sergeants must bid for the proceeding schedule beginning September 1 and be completed by September 30. Sergeants shall bid first in order of classification seniority date. Patrol officers shall then bid by departmental seniority date. The employee will bid for one of the available two shifts (days and graveyard) on Squad "A" or "B".
- C. Probationary employees will be required to rotate their shift assignment per department needs.
- D. The City may move an officer during the year, or after reviewing the bid results based upon reasonable operational needs of the Department. In making such changes, the City will, when practicable, initially request volunteers, thereafter make remaining assignments by utilizing the least senior officer(s) that meets the Department's needs.

**Section 12.3 Vacation**

Vacations shall be provided as follows:

- A. Rate of accrual of vacation leave.
  - 1. Employees shall accrue vacation leave by reason of tenure based on the following schedule of aggregate City service:

| Years of Service | Hours |
|------------------|-------|
| 1 through 4      | 96    |
| 5 through 9      | 128   |
| 10 through 14    | 148   |
| 15 or more years | 172   |

The appropriate bi-monthly accrual shall be credited for each bi-monthly pay period in which the employee is in a paid status.

- 2. No employee shall earn more vacation in any one calendar year than the above stipulated days and new employees shall accrue vacation based on the above schedule beginning from the date of their appointment.

3. Vacation leave may not be taken without the prior approval of the Chief of Police or his designee and may not be taken in the pay period in which it was earned. Vacation leave shall be scheduled so as to meet the operating requirements of the Department and, as far as practicable, the preferences of the employees. Vacation requests of more than five (5) working days must be submitted for the Annual Vacation Schedule. Vacation Requests for the Annual Vacation Schedule will be submitted by November 15<sup>th</sup> for the subsequent year. Each member of the association will be allowed to request two vacations for the upcoming year. The schedule will be completed by December 1<sup>st</sup> for the subsequent year.

The vacation schedule will be established based on seniority (hire date). Once the vacation schedule is available, it will be posted. All vacations are guaranteed. Vacation requests over five (5) working days that are submitted outside of the Annual Vacation Schedule will require at least 30 days' notice prior to the vacation start date. Vacation requests outside the published schedule will only be granted by the Chief of Police or his authorized designee.

4. Vacation accrual balances shall not exceed 240 hours. If vacation accrual reaches this threshold, the employee can either take vacation or have some hours cashed out or, if a City VEBA account is established, the employee may choose to have the excess amount deposited into the employee's VEBA account. When an Association member cashes out any portion of his vacation bank, it will be paid as prescribed by law.

#### **Section 12.4 Sick Leave**

Sick leave with pay shall be provided as follows:

- A. Each regularly employed full-time employee shall accrue sick leave at the rate of six (6) hours per pay period of service. Part time employees shall accrue on a pro-rata basis. During the calendar year, employees may accrue an unlimited amount of sick leave. Once the sick leave accrual reaches 1280 hours, any additional hours accrued and unused will be automatically cashed out (at 100% value per hour and be paid at as prescribed by law.
- B. Temporary and Seasonal employees shall accrue one (1) hour of paid sick leave for every 40 worked. The City of DuPont's accrual year is January to December. Accrued, unused paid sick leave balances of 40 hours or less will be carried over to the following year. Any accrued, unused sick leave over 40 hours will be forfeited.
- C. Employees may use paid sick leave per WA State Law, as outlined by City Policy. If the reason for sick leave is foreseeable, advance notice should be given by the employee as early as practicable. If an employee is unable to give advance notice because of an emergent or unforeseen circumstance related to the lawful use of paid sick leave, the employee or their designee shall notify the City as soon as reasonably possible. Verification may be required when sick leave is used for absences exceeding 3 consecutive days, per WA State Law, as outlined by City Policy".

- D. The City agrees to buy back a portion of an employee's accrued sick leave balance at separation of employment. Buy back amounts are calculated based on the number of years of service and the percentage of unused sick leave, up to 100% of cap in the employee's bank, using the following scale:

| Years of Service | Buy Back Maximum |
|------------------|------------------|
| 0-5 Years        | \$0              |
| 5-10 Years       | \$5,000          |
| 10-15 Years      | \$10,000         |
| 15+ Years        | \$15,000         |

For Example, if an employee has worked for the City for 11 years, and upon separation has 1,000 unused sick hours, the employee would be eligible for \$7,800. *Calculation:*

$$\begin{aligned} \text{Unused hours } 1,000 / \text{max hours } 1,280 &= 78\% \\ 78\% \times \$10,000 \text{ (10-15 years of service)} &= \$7,800. \end{aligned}$$

This money is to be deposited into the employee's designated account upon separation of employment.

**Section 12.5 On-the-Job Injury** On-the-job injury provisions shall be as provided in the Washington State Law Enforcement and Firefighters Retirement Act. For all employees, sick leave will be credited and debited to each employee in the same amounts, and under the same policies governing all City employees.

**Section 12.6 Prolonged Illness** An employee shall not be terminated by the City because of prolonged continuous illness or injury provided the period of injury is no longer than twenty-four (24) months. Upon being pronounced physically and mentally fit by the City and employee's doctor, the employee shall be reinstated to the same classification in accordance with seniority rights.

**Section 12.7 Military Leave** Military Training Leave: Employees who are members of the National Guard or Federal Reserve military units are entitled to paid leave for a period of up to twenty-one (21) working days per year, or any greater period required by law, for performing ordered active duty training. If the active duty training exceeds twenty-one(21) working days, the employee will take accrued compensatory time, available vacation, and leave without pay, in that order.

Leave for Active Duty Military Service: Regular employees who are called to, or volunteer for, active duty military service in excess of their twenty-one (21) days will be placed on an indefinite unpaid leave of absence during the time the employee is on an active duty status with any branch of the United States Armed Forces or State militia. The employee may, at his/her option, use any or all of accrued vacation leave prior to moving to the unpaid status. Any unused leave accruals remaining at the time the unpaid leave begins will be held until the employee returns to active employment with the City. The employee will not earn additional vacation or sick leave during the time of the unpaid leave, nor will he/she be entitled to health insurance benefits except as may be provided for under COBRA. While on military leave the member shall not suffer a loss of efficiency rating, privileges, or pay. Reinstatement following active duty will be in compliance with State and Federal laws at the time of the return to work.

When a member is activated under federal Title 10, involuntary Presidential recall orders to active duty in support of a contingency operation, the City will provide differential pay. Differential pay will be provided only if the member's monthly active duty military base pay is less than his/her hourly City employee pay, based on straight time hours for an equivalent month. The member must provide a copy of original orders to the Chief of Police, along with any other requested documents, (e.g.: military Leave and Earning Statement), and officially request differential pay in writing. Furthermore, if approved differential pay will only commence once the member has exhausted all of their normal military leave hours during the same City's budgetary year. Only Title 10 involuntary recall orders will support a request for differential pay. Normal drills periods, Annual Training (AT), Inactive Duty for Training Travel (IDTT), Inactive Duty Training (IDT), Active Duty for Training (ADT), Indefinite Recall, or any other type of orders do not apply. Extreme circumstances, such as Governor's recall for National Guard in the case of emergency, may be examined on a case by case basis by the Chief of the Police if the member is recalled for an extended period of time.

**Section 12.8 Jury Duty** Employees who are required by due process of law to render jury services shall receive their regular pay during such period. The employee shall refund any jury pay received from the Court to the City. Employees shall be required to report to work when there are three (3) or more hours of their regularly scheduled shift remaining inclusive of regular travel time.

**Section 12.9 Holidays**

- A. Employees working a "four on/four off" shift shall receive one day off, with pay, for each of the following holidays, in lieu of time off on the specific holiday:

New Year's Day (January 1)  
Martin Luther King Day (3rd Monday in January)  
President's Day (3rd Monday in February)  
Memorial Day (last Monday in May)  
Independence Day (July 4)  
Labor Day (1st Monday in September)  
Veterans' Day (November 11)  
Thanksgiving Day (4th Thursday in November)  
The day immediately following Thanksgiving Day  
Christmas Day (December 25)

- B. Holiday time shall accrue in the month in which the holiday occurs. All floating Holidays earned between Jan 1st and October 1st will be scheduled or used in the year they were earned. Up to 48 hours of Floating Holiday can be cashed out if not used by October 1st. Every reasonable attempt should be made to use the 48 hours of Floating Holidays earned from November 1st to December 31st in the year they were earned. If that is not possible, up to 60 hours can be carried over to the next year, but must be used by October 1st of that following year. All requests for cash pay outs of Floating Holidays must be submitted by September 30th and will be paid out in the month of October.

For budgetary years of 2020 and 2021, 100 hours may be carried over to the next year, at the authorization of the Chief of Police, or designee in lieu of the above referenced 60 hours.

- C. Any work performed on the following holidays shall be compensated at the rate of one and a half (1.5) times the employee's regular straight-time rate of pay:
- New Year's Day (January 1)
  - Independence Day (July 4)
  - Thanksgiving Day (4<sup>th</sup> Thursday in November)
  - Christmas Day (December 25)
- D. In order for an employee to receive holiday pay, that employee must be in a paid status on either the regularly scheduled workday immediately preceding the holiday or the regularly scheduled workday immediately following the holiday. Paid status is defined as any hours paid by the City.
- E. Association members shall be compensated for all accrued unused holidays at termination of employment at the employee's final regular rate of pay.

### **Section 12.10 Insurance**

- A. The City shall make contributions under the AWC HDHP HSA Qualified Medical Plan equal to one hundred percent (100%) of the premium necessary to provide employee and dependent coverage on behalf of every full-time employee and on a pro-rata basis for part-time regular employees. As an alternative to AWC HDHP HSA Qualified Medical Plan at an employee's option, an employee may choose to participate in the Kaiser Permanente Access PPO Plan. If an employee chooses Kaiser Permanente Access PPO Plan, the City shall make contributions equal to one hundred percent (100%) of the premium necessary to provide employee and dependent coverage on behalf of every full-time employee and on a pro-rata basis for part-time regular employees. Employees shall contribute fifty (\$50.00) dollars per month towards the premium. The deductions shall be made under an IRS Section 125 Plan. A choice of at least two plans for such coverage shall be offered by law.
- B. Should any City employee covered by the FLSA receive a better medical insurance benefit during the life of this Agreement, the same benefit shall be offered to the Association. If the federal government passes legislation that changes the health insurance industry in a manner that has more than a de minimis effect on the provision of the health insurance pursuant to Article 11.8 of this agreement, either party may re-open Article 11.8 to bargain regarding those changes.
- C. Employees shall notify Human Resources no later than fifteen (15) calendar days of any changes in dependent coverage (e.g. marriage, divorce, newborn, dependents 26 years of age or older). Lack of notification to Human Resources shall result in the employee reimbursing the City of DuPont for the premium for such dependents.
- D. The City shall make contributions under Washington Dental Plan "E" equal to the cost of the premium for Plan "B" necessary to provide employee and dependent coverage on behalf of every full time commissioned employee. The City will deduct the difference in the cost of the premiums (Plan E plus Plan II rider vs. Plan B) from the employee's pay. The City will offer the AWC Orthodontia Plan II rider to the Washington Dental Service plan.

As an alternative to AWC Dental Plan "E", at an employee's option, an employee may choose to participate in the Willamette Dental \$10 Co-Pay Plan. If an employee chooses the Willamette Dental \$10 Co-Pay Plan, the City shall contribute an amount toward the cost of the premium equal to the cost of the premium for the AWC Dental Plan "B" necessary to provide employee and dependent coverage on behalf of every full-time employee and on a pro-rata basis for part-time regular employees.

The City shall make contributions equal to one hundred (100%) percent of the premium necessary to provide employee and dependent coverage on behalf of every full time commissioned employee with AWC Vision Service Plan Option 1 (Full family \$0 deductible) and the Second Pair Plan Rider.

The City shall pay the cost for all preventative vaccinations as needed by employees for occupational related diseases. (i.e. Hepatitis, Tetanus, etc.)

- E. The City shall make contributions equal to one hundred (100%) percent of the premium necessary to provide every full time commissioned employee forty thousand (\$40,000) dollars worth of life insurance under the AWC States West Life Plan.
- F. The City shall provide each commissioned officer with on-duty and off-duty professional liability coverage, including false arrest coverage when they are acting within the scope of their authority and duties as a law enforcement officer.
- G. The City will offer participation in a Health Savings Account (HSA) for those employees who choose to enroll in AWC HDHP HSA Qualified Medical Plan under Section 18.1. The City shall annually contribute \$1,500.00 into the HSA for an employee only coverage, and \$3,000.00 for an employee with family coverage, regardless of number of dependents. Payment into the employee's established HSA account will be made in one annual installment in January each year provided the employee is employed by the City on each payment date. The employee shall be responsible for establishing their own HSA account with the financial institution of their choice and be responsible for all fees for setting up and maintaining the HSA account.
- H. The City will establish a medical savings account, Voluntary Employees' Beneficiary Association (hereinafter VEBA) plan, under Section 501(c)(9) of the Internal Revenue Code for each employee of the Association who is eligible for, and enrolls in, one of the City's health insurance plans as described in subsection 1 of this Article.

For those employees who have enrolled in the AWC HDHP HSA Qualified Medical Plan and choose to maintain an active VEBA account rather than establishing an HSA account, the City shall annually contribute \$1,500.00 for an employee only coverage and \$3,000.00 for an employee with family coverage, regardless of number of dependents, into the employee's established VEBA account. Payment into the employee's VEBA account will be made in one annual installment in January each year provided the employee is employed by the City on each payment date.

- I. Once an employee is subscribed to the AWC HDHP HSA Qualified Medical Plan, the City will self-fund a medical bridge health reimbursement arrangement under Section 105 of the Internal Revenue Code for all participating employees and dependents at a rate of \$2,400.00 for employee only coverage and \$4,800.00 for family coverage regardless of number of dependents.

The medical bridge amount shall be funded at a level sufficient to assuming the City had to pay out during the calendar year the full amount for every bargaining unit member and family member that is in the AWC HDHP. The bridge amount may only be used after the annual deductible amount of \$1,500.00 for an employee only and \$3,000.00 for an employee with family regardless of number of dependents, on the AWC HDHP has been reached, and may only be used to cover the gap for eligible medical expenses that apply toward meeting the calendar year out of pocket maximum amount.

The bridge is not cumulative each year. The bridge amount shall be adjusted each year to take into account any increases in the start amount for 100% payment of claims. By way of example, if the out of pocket maximum on the HDHP is increased by \$1000, then the medical bridge plan would be increased by \$1000. Probationary employees shall not be included in the HSA until the 1st day of the month in which the employee is covered under the City health care plan.

- J. Long-Term Disability Insurance - The City shall make payroll deduction to the Association available for Association members, to purchase the group disability insurance plan, which the Association sponsors. LEOFF II employees shall be required to purchase this insurance as a condition of employment. The City shall contribute 100% of the monthly premium, once a month as wages, for LEOFF II officers. If there are changes to the premium amount, the Association will notify the City immediately upon receipt of new premium notice, and the City will adjust the premium accordingly within a timely manner.

**Section 12.11 Probation Period** All newly hired employees shall serve a probationary period of eighteen (18) continuous months from date of hire. Lateral hires will serve a probationary period of twelve (12) continuous months from date of hire. Once field training is completed there will be a probation report issued every 30 days until the employee is off probation. During the probationary period, employees shall have no seniority rights. Probationary period will be extended by any length of time taken off due to an injury or any medical leave that extends beyond four consecutive (4) working days.

During the probationary period an employee may be terminated without cause if, in the judgment of the Chief of Police, such termination is in the best interest of the department.

**Section 12.12 Out-of-Class Pay** Sworn police employees (other than Corporals) performing the duties of, and assuming the position of a Sergeant of higher for three (3) shifts or more shall receive out-of-class pay equal to five percent (5%) of the employee's regular rate of pay.

The City agrees that in the event an employee (including Corporals) are required to assume duties and responsibilities out of his/her classification, he/she will be paid the first pay step of the next higher classification to commence immediately upon the assumption of said duties, provided the assignment is in excess of 30 days.

By the nature of their position, Corporals may automatically assume the supervisory responsibilities of a Sergeant for periods of 30 days or less and their duties will not be considered "out of class." In cases where a supervisor/management position needs to be filled "out of class" in excess of 30 days, Corporals Officers and Corporals are eligible to assume the position of "Acting" Sergeant. Under the same conditions, Sergeants are eligible to assume the position of "Acting" Lieutenant/Commander.

Officers who officially hold a supervisory rank have the first right of refusal for shift work (both overtime and straight time) and special assignments. If no supervisory rank represented by this bargaining unit (e.g., Sergeant, Lieutenant/Commander) is available to cover shifts and/or special assignments, a Corporal in good standing may assume the role as an Acting Supervisor. If no Corporal is available, an officer in good standing, who is on an active promotional list, may assume the role as an "Acting" Supervisor to the respective rank for which he/she is on the list, above the rank of Sargent, (e.g., Officers on the Sergeant's Promotional list may assume the role of Acting Sergeant, etc.).

#### **ARTICLE 13- TERM OF AGREEMENT**

This Agreement shall remain in full force and effect from January 1, 2019, to and including December 31, 2021, provided, however, that this Agreement shall be subject to such change or modification as may be mutually agreed upon by the parties hereto. All provisions of this agreement shall remain in effect while a successor contract is negotiated to the extent provided for by state law. Should the 6 year revenue projections rise or fall (+/-) 1% or greater, both parties mutually agree to re-open the sections in this contract related to related to wages, medical and retirement benefits; upon written request by either party.

Both parties recognize this agreement was not completed on or before January 1, 2019. Wages and deferred compensation in 2019 shall take effect as follows:

Employees shall receive the 2019 wage increase of 8% and fixed Cost of Living Adjustment (COLA) of 3% effective September 1, 2019.

Retroactive pay for the period of January 1, 2019 through August 31, 2019 will be at the increased 2019 rate of 8% plus 3% COLA, less the City's required Deferred Compensation contributions (4% plus employer match of 1%=5%), for a net increase of 6%.

*Calculation: (8% rate increase+ 3% COLA) - 5% Deferred Comp= 6% increase retroactive to January 1, 2019.*

The remainder of the agreement shall take effect as of the date of signing. Retroactive pay shall be limited to employees in an "active" status as of the date of ratification of this contract.

#### **ARTICLE 14 - PERSONAL PROPERTY REIMBURSEMENT**

Employees who suffer a loss or damage to the personal property and/or clothing (excluding normal wear and tear), which is reasonably carried and utilized in the line of duty shall be reimbursed for such loss or damage by the City if the loss or damage did not occur as a result of the negligence of the employee. Such claims will be processed through the Department, but in no case shall exceed two hundred fifty dollars (\$250.00) per occurrence.

**ARTICLE 15 - ASSOCIATION LEAVE OF ABSENCE**

**Section 15.1 Association Leave of Absence** Time off duty to attend the following meetings will be granted to the President or an authorized representative of the Association without loss of pay:

- A. When attending Labor Management meetings where business of the City of DuPont is directly involved.
- B. When attending Association meetings, when such meetings are called at the request of the employer or its duly authorized representative.
- C. The Department Head shall authorize time off from duty for attendance by the Association President and/or his designated representative(s) at such meetings or conferences related to the implementation of this agreement where such attendance benefits the City and the Association. For the purposes of this section, "time off from duty" shall mean time during which the Association President and/or designated Representative(s) are unavailable to conduct police business.
- D. Association representatives shall be paid for investigating all grievances. If they are on duty they will be granted time to research issues and interview witnesses or complainants.

**Section 15.2 Attendance at Association Meeting While on Duty** Association members shall be allowed to attend Association meetings while they are on duty in absence of emergency conditions, and provided that said activities do not unreasonably interfere with the operations of the City.

**Section 15.3 Attendance at Civil Service Meeting While on Duty** Association members shall be allowed to attend Civil Service meetings while they are on duty if they are parties to the proceedings and in the absence of emergency conditions.

**ARTICLE 16 - HOURS OF WORK**

**Section 16.1 Hours of Work**

- A. Hours of Duty - Working Hours shall be the equivalent of ninety-six (96) hours per sixteen (16) day work cycle, with scheduled patrol shifts to be twelve (12) hours including mealtimes.
- B. Shift and day off schedule:

**SHIFT HOURS**

|                           |                  |
|---------------------------|------------------|
| <b>Day Shift Officer:</b> | <b>0500-1700</b> |
| <b>Squad Sergeant:</b>    | <b>0800-2000</b> |
| <b>Swing (Corporal):</b>  | <b>1600-0400</b> |
| <b>Graveyard Officer:</b> | <b>1800-0600</b> |

Days off for PPO's and Sergeants will be four on/ four off (in accordance with Article 36). Association members shall receive consecutive days off. Days off shall not be changed to save overtime. Any violation shall result in all hours worked to be paid at the applicable rate of pay as defined in section 16.1.

At the discretion of the Police Chief, the detective will work from 0700-1730, Monday through Thursday with two fifteen (15)-minute breaks and a sixty (60) minute paid meal break. Based on need, the detective may work a flexible schedule with supervisory approval.

The Lieutenant will work a 4 day 10.5 hour Monday through Thursday work week. This schedule can be adjusted by mutual agreement between the City and the Association.

An employee's compensation shall not be affected (neither increased nor decreased) by the changeover caused by daylight savings time.

- C. Meals and Breaks- Each shift Association members shall receive two fifteen (15)-minute breaks and a sixty (60)-minute paid meal break. These breaks may be taken in conjunction with each other since the employee will remain call responsive during this time.

**Section 16.2 Alternate Work Schedules** Any variations to the above recognized shifts in Sections 16.1 may be made by mutual agreement between the City and the Association.

**Section 16.3 Scheduled Shift** A scheduled shift shall be any tour of duty published in the monthly work schedule. Scheduled overtime shall be clearly designated.

**Section 16.4 Unscheduled Shift** An unscheduled shift shall be any tour of duty that deviates from the published monthly work schedule which is ordered with less than seven (7) days' notice, provided that early/late assignments starting one hour or less before or after a regular shift, court appearances, extended duty overtime at the conclusion of the employee's shift, or training shall not be considered an unscheduled shift.

**Section 16.5 Shift Changes** In an emergency, defined as a situation urgently requiring prompt action, the Chief of Police or designee, in writing, may change hours of work or shifts with less than seven (7) days' notice paid at the applicable rate of pay as defined in section 16.1.

**Section 16.6 Hours of Work Changes** The City reserves the right on either an individual or department-wide basis to modify work schedules in order to meet the needs of the Department or the best interests of the City, as determined by the Chief of Police. The Employer shall provide employees at least thirty (30) days advance written notice prior to implementing a change in the shift schedule.

**Section 16.7 Rest Period** For safety reasons, Officers shall have a minimum of eight (8) hours off between their work shifts. If an Association member is required to return to work prior to having eight (8) hours off, he/she shall receive time and one-half (1 ½) their regular straight time rate of pay for all hours worked within the rest period.

## **ARTICLE 17 - OVERTIME**

**Section 17.1 Overtime** Overtime shall be accounted for and paid in .25 hour increments. Overtime worked, shall be paid at time and one-half (1-1/2) of their regular rate of pay. Overtime shall be paid for any hours outside of the employee's regularly scheduled shift or all hours worked in excess of ninety-six (96) hours in a sixteen (16) day work cycle. Time spent on jury duty or for bereavement leave shall, for the purposes of overtime calculation, constitute hours worked. An employee may choose to have the overtime pay compensated in cash or deposited into the employee's VEBA account if such account is established.

**Section 17.2 Compensatory Time** Upon earning overtime as outlined in this Agreement, an employee may choose to be compensated for the overtime in cash or equivalent compensatory time off, except as outlined in Section 16.3. Such compensatory time may be accrued up to a maximum bank of one hundred twenty (120) hours. Overtime earned which would place the employee above the maximum accrual of one hundred twenty (120) hours shall be paid in cash as prescribed by law. Such "bank" of compensatory time may be carried over from year to year and may be taken in a minimum of one (1) hour increments. All use of compensatory time off shall be approved by the Supervisor. Upon separation, each employee shall receive cash compensation for all compensatory time accrued but not used as prescribed by law. An employee may choose to have the cash compensation for compensatory time accrued deposited into the employee's VEBA account if such an account is established.

**Section 17.3 Overtime funded by Grants** When an employee works overtime that is funded by a Grant, the compensation will be overtime cash with no compensatory time allowed.

**Section 17.4 Commute Overtime** Employees involved in police action when traveling off duty in a patrol vehicle will be compensated for actual time worked. Officers must advise a supervisor as soon as practical.

**Section 17.5 Mandatory Overtime and "Blackout" Periods** Based upon operational necessity, the Department may require officers to work shifts and hours in addition to their normal work schedule. Mandatory overtime shall not be assigned during paid vacations. The succession shall also include those scheduled days off that occur immediately preceding the adjacent to or immediately after the adjacent vacation. Outside of cases of extreme unplanned, emergency officers should be given a minimum of 14 days' notice before being placed on the mandatory overtime shift.

Seniority shall be considered when scheduling vacations. Vacation bidding is subject to the limitation that only one officer per squad may not be off at any time, however management may authorize exceptions to this limitation on a case-by-case basis. Normally, request for approval of vacation schedules shall be made to the Chief, or designee, on a vacation request form 30 days or more in advance. More notice may be required by the Chief if necessary to provide proper scheduling and manpower.

Non-bid and bid vacation shall not be scheduled around the following "blackout" events, unless authorized by the Chief of Police: Memorial Day, National Night Out (or the equivalent), 4th of July and "Hudson Bay Days".

## **ARTICLE 18 - CALL-OUTS AND COURT APPEARANCES**

**Section 18.1 Call-out** When an officer is called out, he/she shall be compensated at the appropriate overtime rate, with a minimum payment of three (3) hours. If the call-out is voluntary, the overtime compensation begins when the employee arrives at the station or crime scene. If the employee is ordered to return to work the overtime compensation begins when the employee receives the order to return to work. The supervisor shall specify at the time of the call-out whether the call-out is voluntary or ordered. If it is a voluntary call-out, the officer may decline coming in.

**Section 18.2 Court Appearances** When an employee is required, for work related matters, to testify in court on a civil or criminal matter, before an administrative agency, mental health commitment proceeding, or an arbitrator, during off-duty time, he/she shall be compensated at the appropriate overtime rate, with a minimum payment of three (3) hours. If an employee is held over after his/her shift, it will be considered a shift extension and there will be no three (3)-hour minimum unless there is a break in excess of one half (1/2) hour between the end of the shift and the beginning of court or other hearing specified above.

An employee will be paid for the lunch break if he/she is involved in the same case that is actually heard in both the morning and afternoon. If the employee is called for two different cases in one day, the lunch break is not paid as it will be treated as two separate call-outs.

All types of pyramiding of overtime relating to Sections 18.2 shall be disallowed.

**Section 18.3 Cancellation of Court Appearances** When a court or hearing appearance is canceled, that is not scheduled during an employee's normal duty hours and it is canceled, after the employee has taken a substantial step towards the court appearance (i.e. getting reading in uniform or driving to court), the employee shall be entitled to the overtime minimum payments called for by this Agreement. If the employee is placed on call by the prosecutor for court, the employee will be paid at standby rate as stated in Section 25.17, upon approval by the Chief of Police or designee. This does not apply to DOL hearings. All types of pyramiding of overtime relating to Section 18.3 shall be disallowed.

**Section 18.4 Committees, Boards, Hearings, Meetings** When an employee is scheduled to attend a meeting called by a supervisor, the meeting will be considered an early/late assignment if it is scheduled within one hour of the beginning or end of the employee's shift. Except as above other meetings will be compensated for at the overtime rate, subject to the three (3) hour overtime minimum payment. An officer who is the subject of an intended disciplinary action will be compensated for attendance at a disciplinary review board.

**Section 18.5 Civil/Criminal Interviews** Interviews for civil/criminal cases arising from an officer's actions as a City employee will be compensated in the following manner:

- A. Telephone Interviews - Civil/criminal interviews conducted via telephone outside the officer's normal duty hours will be compensated for a minimum of one (1) hour at the time and one-half (1-1/2) rate. Overtime will not be allowed for a telephone call made to an employee by a member of this department or other City employee to inquire about department business, or to advise the employee of City or department matters.
- B. Personal Interviews - Personal interviews conducted outside the officer's normal duty hours will be compensated for a minimum of three (3) hours at the time and one-half (1-1/2) rate, upon approval by the Chief or designee.

## **ARTICLE 19 - NON-DISCRIMINATION**

**Section 19.1** Pursuant to RCW 41.56 there shall be no discrimination against Association members or Association officers acting in any official capacity.

**Section 19.2** It is mutually agreed that there shall be no discrimination because of race, color, religion, sex, age, marital status, sexual orientation, national origin, or any physical, mental, or sensory handicaps (that do not prevent proper performance of the job) unless based upon a bona fide occupational qualification. Association and management representatives shall work cooperatively to assure the achievement of equal employment opportunity.

## **ARTICLE 20 - POSTING OF AGREEMENT AND NOTICES**

The employer agrees to provide suitable space for the Association bulletin board in each place of work. Postings by the Association on such boards are to be confined to relevant business of the Association.

## **ARTICLE 21 - WORK ASSIGNMENTS**

**Section 21.1** Employees shall be assigned duties consistent with their job descriptions. When filling temporary vacancies, the department shall consider the existing Civil Service list for the classification to be filled, and will assign employees to work within proper jurisdictional lines.

**Section 21.2** Every employee of the DuPont Police Department will receive a written performance evaluation once a year from their immediate Supervisor utilizing the DPD Annual Performance Evaluation form. The only exceptions are for probationary employees whose probation reports serve as their evaluations, and employees who have been on military or other extended leave from the Department covering the entire rating period. The current evaluation-rating period will cover the time immediately preceding December of each year. Evaluations will be done in December of each year.

**Section 21.3** Employees that are placed on administrative leave as a result of an Internal Affairs Investigation shall not be eligible for a step increase. At the conclusion of the investigation, if the allegation (s) is/are not sustained, then the increase shall be granted retroactive from the date the step increase was due. In the event that the allegation (s) is/are sustained, the step increase shall not be granted until such time as the terms of any discipline are met. In the event of termination, no increase will be granted.

## **ARTICLE 22 - OFFICIAL NOTIFICATION**

The Association agrees that it will designate the Association official authorized to sign official Association communications to the Police Department.

The City agrees to notify the President of the Association, in writing, of any charges made against an Association member. Association notification shall occur forty-eight (48) hours prior to taking disciplinary action against any member of the Association.

The Department Head shall acknowledge all written communications from the Association involving members of Local #165 within ten (10) calendar days of receipt and the Association

shall acknowledge all written communications from the Department Head, within ten calendar days of receipt.

The City agrees that the current DuPont Police Department Policy and Procedure Manual shall not be changed without first bargaining those changes effecting wages, hours, and/or working conditions.

The DuPont Police Officers Association agrees to cooperate with the DuPont Chief of Police as the Department becomes accredited and continues to be reaccredited every 4 years. This includes assisting with the institution of updated policy and procedure manuals as well as working with the Chief on the Department's 3 year (and any future) business plan(s).

### **ARTICLE 23 - FAMILY LEAVE**

**Section 23.1 Family Bereavement** Employees shall receive up to five (5) work shifts off in the event of death in the immediate family. Immediate family is defined as the employee's parents, spouse, registered domestic partner, child (including miscarriage), step-child, brother or sister, mother or father-in-law, step-father-in-law, step-mother-in-law, son or daughter-in-law, grandparent, grandparent-in-law, grandchild. If an employee is notified of a death while on duty, the City shall take prompt action to find a suitable relief so that the employee may be released from duty. Additional leave is authorized by use of accrued sick and/or vacation leave, if requested by the employee and approved by the Chief of Police.

**Section 23.2 Family Medical Leave Act (FMLA)** In accordance with the Family Medical Leave Act, the employer will grant job protected family and medical leave to all eligible employees in the bargaining unit.

The application of the Family Medical Leave shall apply to Association members and be in compliance with Federal and State law.

The Family Medical Leave Act allows eligible employees to take job protected, unpaid leave, or to substitute appropriate leave if the employee has earned or accrued it, for up to a total of twelve (12) workweeks in any twelve (12) months because of the birth of a child and to care for the newborn child, because of the placement of the child with the employee for adoption or foster care, because the employee is needed to care for a family member (child, spouse or parent) with a serious health condition, or because the employee's own health condition makes the employee unable to perform the functions of his or her job. In certain cases leave may be taken on an intermittent basis rather than all at once, or the employee may work on a part-time schedule.

### **ARTICLE 24 - SPECIAL PROVISIONS**

**Section 24.1 Uniform/ Equipment Allowance** Uniforms and equipment shall be furnished by the Employer to each employee. Each Association employee shall be provided a uniform/equipment allowance of \$1,100 at the beginning of each year. This allowance will be used, upon approval of the Chief of Police, for maintaining List A items due to normal wear and tear and shall not be taxed. It will be placed into a separate account that the officer can charge to. It is the officer's responsibility to keep track of how much money has been used. If the officer exceeds the amount allowed, then he/she shall pay the difference. This money may also be used to purchase any item that may be useful in the performance of the officer's duties, provided that all purchases shall have prior approval of the Police Chief. The City shall not unreasonably delay the purchase of any item. A probationary officer is not entitled to this allowance. When an officer is released from probation, they will be entitled to a prorated allowance. All issued uniforms and

related service equipment purchased with City funds shall remain the property of the employer and to the extent possible shall be returned to the employer upon separation from employment unless otherwise determined by the Police Chief. No purchases shall be made after November 30.

**Section 24.2 Initial Issue** Each Association employee shall be issued the following new items:

**List A**

| <b>Uniform List</b>                                  | <b>Duty Gear</b>                       |
|--|--|
| 1 Long Sleeve Class A Wool Shirt                     | 1 Inner Duty Belt                      |
| 1 Short Sleeve Class B Wool Shirt                    | 1 Duty Belt                            |
| 1 Wool Trousers                                      | 1 Duty Holster                         |
| 1 Class C Uniform                                    | 1 Magazine Holder                      |
| 1 All-weather jacket                                 | 1 Expandable Baton Holder              |
| 1 Jumpsuit (summer/winter)                           | 2 Handcuff Holder (Double or 2 Single) |
| 1 Metal Breast Badge                                 | 1 OC Holder                            |
| 1 Flat   | 1 Flashlight Holder and or Ring        |
| 1 Hat Badge  | 1 Radio Holder                         |
| 1 Set of Collar Insignia                             | 1 TASER/AXOM Holster                   |
| 1 8 Point Dress Hat                                  |  |
| 1 Baseball Cap                                       |  |
| 1 Pair of Gloves                                     |  |
| 1 Tie and Silver Tie Clip                            |  |
| All Necessary Patches and Insignia                   |  |
| 1 Pair of Boots (Entry Level must be able to polish) |  |
| 1 Traffic Vest                                       |  |

**List B**

| <b><u>Body Armor</u></b>                                      |                         |
|---|-------------------------|
| Level II with Trauma Plate                                    |                         |
| Body Armor Carrier Navy, Gray Reflective Lettering on ID Tabs |                         |
| <b><u>Defensive Equipment</u></b>                             |                         |
| 1 Primary Duty Pistol   | 1 Portable Radio        |
| 1 Secondary Pistol  | 1 Expandable Baton      |
| 1 AR15 Patrol Rifle w/Sights and Flashlight                   | 1 OC Spray Can          |
| 1 Less than Lethal Shotgun                                    | 1 TASER/AXOM            |
| 2 Sets of Handcuffs (Hinged and/or Chain)                     | 1 Extended Handcuff Key |
| 1 Small Wearable Flashlight                                   |                         |

**Section 24.3 Replacement Uniforms** The City shall replace any uniform or equipment item that has been damaged in the performance of the employee's duty not due to negligence.

Items on List A shall be the responsibility of the employee to replace for normal wear and tear in accordance with Section 23.1.

Items on List B shall be the responsibility of the City to replace for normal wear and tear.

**Section 24.4 Uniform Cleaning** The City shall provide for the cleaning of clothing used in the performance of the employee's duty.

**Section 24.5 Special Assignment Uniforms** When an Association member is assigned to a special unit or assignment, the City shall provide all of the appropriate clothing for the assignment.

## **ARTICLE 25 - SPECIALTY PAY**

From time to time there will be a need for special assignments within the department. The Chief of Police shall be responsible for identifying officers eligible for "Specialty Pay" to fulfill these assignments, and may be removed from that position at the Chief's discretion based on performance or at the needs of the Department. Training and certification, if required, shall be provided by the City for such assignments. It should be noted that certification alone does not require the City to pay "Specialty Pay". Only police officers who have successfully passed the probationary period will be eligible for "Specialty Pay" unless this provision is waived by the Police Chief. If "Specialty Pay" is to be given to a new officer on probation, the Chief will advise the Association who then will have an opportunity to discuss the matter with the Chief.

The special assignments eligible for "Specialty Pay" shall be limited to the following:

**Section 25.1 Field Training Officer (FTO)** An Association member shall receive Specialty Pay for being assigned as a Field Training Officer as follows:

Effective the date of this contract ratification, newly certified FTOs or certified FTOs who are new lateral hires, shall receive an application rate of 2% of his/ her regular rate of pay, if at the rank of Officer. If at the rank of Sergeant or currently assigned as Detective, the 2% FTO incentive will *only* apply during the time when the Sergeant/ Detective is training a Student Officer who is undergoing FTO. Any member in a position or "rank" above Sergeant will not be eligible for the FTO incentive.

Officers, Detectives and Sergeants who are FTOs at the time of the ratification of this contract shall retain the pay incentive percentage at the rate of the prior contract (3%), unless promoted or assigned out of classification.

**Section 25.2 Department Instructors (DPTI)** An Association member shall receive an application rate of 2% of his/her regular rate of pay for being assigned as an instructor in Firearms, Defensive Tactics, or EVOC.

**Section 25.3- Special Reaction Team (SRT)** An Association member assigned to the SWAT Team shall receive an application rate of 2% above his/her regular rate of pay.

**Section 25.4- Crime Response Unit (CRU Team)** An Association member assigned to the CRU Team shall receive an application rate of 2% above his/her regular rate of pay.

**Section 25.5 Collision Team (CT)** As Association member assigned to the Collision Team shall receive an application rate of 2% above his/her regular rate of pay.

**Section 25.6 Commercial Vehicle (CMV)** As Association member assigned to the Commercial Vehicle Team shall receive an application rate of 2% above his/her regular rate of pay.

**Section 25.7 Special Operations Unit/ CRO (SOU/CRO)** The Sergeant assigned to supervise the Special Operations Unit (SOU) shall receive an application rate of 2% above his/her regular rate of pay. The SOU/CRO specialty pay incentive is separate from the CRO assignment incentive (which is only eligible for an Officer or Corporal), as his/her duty is to supervise and assist the assigned CRO in their primary mission of community resource support. The SOU Sergeant will also be required to be a member of the Crime Response Unit (CRU), and thus be eligible for the CRU specialty pay incentive of 2%, as described Section 25.4 and Section 25.8.

**Section 25.8 Corporal Officers (CORP-O)** The Officer Corporal serves as an additional layer of leadership at the operational level, within their assigned squads/units. This specialty is above the Officer/Detective rank, and below Sergeant. A Field Training Officer with supervisory responsibilities at all times, regardless of their training status, the Officer Corporal is considered a Master or Lead Patrol Officer. Officers certified as an FTO or equivalent (such as Police Training Officer) and assigned as Corporal to the Patrol Division will receive 1% above his/her regular rate of pay, in addition to their respective FTO incentive of either 2% or 3%, as outlined in Section 25.1 above, for a total of either 3% or 4%, respectively.

**Section 25.9 Community Resource Officer Corporal (CRO-CORP)** Community Resource Officers assigned as Corporal to the Special Operation Unit (SOU) waive their 1% Corporal Specialty Pay incentive due to their assignment in the SOU. However, because the CRO is primarily a uniformed position with the expectation of augmenting uniformed patrol officers when necessary, CRO Corporals will retain their FTO incentive of either 2% or 3% as outlined in Sections 25.1, in addition to their CRO incentive, as outlined in Section 25.8 and Article 26.

**Section 25.10 Detective Corporals (DET-CORP)** Detectives assigned as Corporal to the Special Operation Unit (SOU) receive their 1% Corporal Specialty Pay incentive as part of their 4% Detective assignment as outlined in Section 26.2, and will not receive an additional Specialty Pay incentive for this special assignment.

**Section 25.11 Limit on Specialty Pay** The maximum percentage possible to be earned from specialty pay is limited to six (6) percent above his/her regular pay. The maximum number of specialty pay assignments is three (3). Any rank above Sergeant who is a member of DPOA will not be eligible for the FTO, Commercial Vehicle, Firearms Instructor or Defensive Tactics Instructor pay incentives. Detectives or Sergeants who are Commercial Vehicle Certified will not receive a pay incentive unless assigned to traffic enforcement duties or the Traffic Unit. If a Sergeant is assigned to supervise Detectives/Criminal Investigations Unit, he/she shall be eligible to receive the Crime Response Unit pay incentive, if qualified, while in this supervision capacity.

**Section 25.12** Pensions for employees and contributions to pension fund will be governed by the Washington State Statutes in existence at the time.

**Section 25.13** The City shall provide at least the current level of liability protection under its insurance program.

**Section 25.14** The City recognizes and agrees that the employees employed by the DuPont Police Department covered by this Agreement are entitled to all rights and privileges awarded to

citizens under all applicable provisions of the United States and State Constitutions, as well as all rights and privileges granted by any and all applicable legislation and the common law.

**Section 25.15** A LEOFF II employee, separated from City service, due to a documented and reported injury or illness at the time of separation, shall be reinstated, provided the employee is mentally and physically fit to perform the duties of the position if such classification is available.

**Section 25.16 Association Privileges** The City assures the Association that its intention in executing this Agreement is not to cancel privileges heretofore granted to employees solely because such privileges are not specifically identified in this Agreement.

**Section 25.17 Standby Pay** Employees in classifications covered by Appendix A required by a supervisor to serve in a standby capacity outside of regular work hours, shall receive \$10.00 per hour in a standby status. Employees are not eligible for standby pay for any hours for which they are in any other paid status. Standby means that the employee has been specifically directed by a supervisor to be in telecommunications, radio or phone range to ensure their availability of immediate to return to duty.

## **ARTICLE 26 - DEPARTMENT ASSIGNMENT PAY**

Department Assignments are *primary positions* within the Department, made at the discretion of the Chief of Police. Department Assignments can be revoked based upon just cause due to a lack of performance or behavioral expectations. Association members may receive "Assignment Pay" in addition to "Specialty Pay". However unlike "Specialty Pay", members may not receive more than one "Assignment Pay" at a time. If a member qualifies for more than one "Assignment Pay" at a time, the higher percentage of the two shall apply only. Exceptions to "Assignment Pay" limits will be on a case-by-case basis only, at the discretion of the Chief. Department Assignments may require an officer to possess a specialty skill and/or certification. Department Assignments eligible for "Assignment Pay" shall be limited to the following:

**Section 26.1 Community Resource Officer** An association member may receive specialty pay of 4% of his or her regular rate of pay for being assigned as the Community Resource Officer. This is typically a day shift position with the option working 4/10 or 5/8 schedule, but driven by the operational necessity of the position, (e.g: nighttime school functions, community meeting, etc.). Another mutually agreed upon schedule can be adopted with Chief of Police approval. The term of this assignment is 3 years with the option of yearly extensions upon the Chief's approval.

**Section 26.2 Detective / Criminal Investigations Unit** Association members shall receive an application of 4% of his or her regular rate of pay for being assigned to the Criminal Investigations Unit (CIU). Assignment to CIU shall be a three year rotating position based upon performance, with one year extensions at the discretion of the Chief of Police. Members classified as Detectives shall be governed by existing Civil Service rules and requirements related to this position. Any assignment this position does not constitute a promotion, or conversely a demotion. Any member who is in the Detective position and on their initial three year rotation at the time of the ratification of this contract shall continue to receive 5% of his or her regular rate of pay for the remainder of their initial rotation, per the prior CBA. Upon the end of their initial rotational assignment, the assignment pay will be reduced to 4% for the remainder of this contract.

**Section 26.3 K9 Unit** Association members shall receive an application of 4% of his or her regular rate of pay for being a certified K9 handler, with a working, certified active dog. Assignment to K9 would be for the serviceable life of the dog, at the discretion of the Chief of Police. Members shall

not incur the cost of care, maintenance or medical care of the dog. Members must be in current, good certification standing with their K9 partner, and constitute a "K9 Team" (dog and officer handler) in order to maintain this assignment pay. K9 Officers are eligible to receive two (2) hours of paid overtime per pay period for the anticipated care and maintenance of their issued K9 partner and associated equipment.

**Section 26.4 Traffic Enforcement Motor Unit** Association members shall receive an application of 2% of his or her regular rate of pay for being a certified Motorcycle Officer, and assigned as a Motor Officer.

**Section 26.5 Field Training Officer / Training Coordinator (FTO-TC)** Association members shall receive an application of 2% of his or her regular rate of pay for being the Department Field Training Officer / Training Coordinator if at the rank of Corporal or below, up to the time a Special Operations Unit (SOU) Sergeant is appointed. The SOU Sergeant will assumed the responsibilities of the Field Training/Department Training Coordinator as part of his/her normal duties, and will not be eligible to receive this incentive. If the SOU Sergeant position is vacant for any reason, the Chief of Police may reestablish the FTO-TC position with the associated incentive, based upon the needs of the department. If an SOU Corporal has temporarily assumed the SOU Sergeant's position, he/she is not eligible for this incentive.

**ARTICLE 27 - EDUCATIONAL INCENTIVE**

An employee who holds a college degree from a regionally accredited college or university, and has successfully completed probation respective to his/her hiring status, shall receive an Educational Incentive as follows:

|                             |                |
|-----------------------------|----------------|
| Associate Degree            | 2% of Base Pay |
| Bachelor or Advanced Degree | 4% of Base Pay |

To qualify for the incentive, members must submit a written request along with documentation of successful completion of degree to the Chief or designee. Educational Incentive pay shall not be considered Specialty Pay, as outlined in this contract. Employees may receive only one incentive pay at a time (not cumulative).

**ARTICLE 28- PERSONNEL REDUCTION**

In case of a personnel reduction, employee layoffs and recalls shall be determined in reverse order of seniority provided that the senior employee is capable of performing the duties of the less senior employee.

An employee who is laid off due to reduction of staff shall have preference for recall based upon seniority. Employees laid off shall retain such right of recall for twenty-four (24) months. Employees so recalled by the City shall be reinstated with seniority rights accumulated as to the date of their lay off. Any laid off employee who is recalled by the City shall have ten (10) days from mailing of notice by Certified mail, sent to the last address provided to the City by the employee, in which to accept the assignment and two (2) weeks to report if employed elsewhere unless otherwise mutually agreed. Return of the notice as undeliverable because the employee has moved without notifying the City shall constitute rejection of the assignment. A laid off employee who is recalled by the City and who rejects the assignment shall relinquish all rights provided for within this article and Agreement.

## **ARTICLE 29- DISCIPLINE**

**Section 27.1** All discipline shall be for just cause and progressive discipline shall apply. An employee may submit a written rebuttal to a written reprimand or suspension for 24 hours or less in length not requiring a formal grievance procedure. Any suspension for more than 24 hours including demotion shall through the grievance procedure in Article 4 of this Agreement. The filing of such a grievance shall be considered a voluntary and irrevocable waiver of the right to pursue the matter under the Civil Service procedure.

**Section 27.2** It is the Employer's sole determination as to whether or not an employee suspended without pay may be allowed to forfeit accrued vacation or compensatory time off in lieu of the suspension of pay.

**Section 27.3** All disciplinary interviews shall take place at the Police Department facilities, or elsewhere if mutually agreed. If an employee is placed on administrative leave prior to disciplinary interviews, the Chief of Police or his designee reserves the right to change the employee's regularly scheduled shift without 7 days' notice to accommodate disciplinary interviews. The employee can be reassigned back to his shift without 7 days' notice.

## **ARTICLE 30- SAVINGS CLAUSE**

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of the Agreement shall not invalidate the remaining portions thereof, and the remaining parts or portions remain in full force and effect.

## **ARTICLE 31- OFF-DUTY WORK**

Employees wishing to engage in off-duty employment must first obtain the approval of the Chief of Police. The Chief of Police may authorize an employee to perform other employment during off-duty hours provided such employment does not (1) interfere with the efficiency of law enforcement and public safety (2) interfere with employee's performance of regular police duties (3) detract from the image of the law enforcement profession (4) conflict with the Department's published policies and procedures (5) involve work in commercial premises where intoxicants are served for public consumption except in a security capacity (6) result in an unusual sick or absence record in the employee's primary employment. The Chief of Police shall not, unreasonably, withhold his approval of off-duty employment and shall normally render his decision within forty-eight (48) hours. The parties further recognize that the Chief of Police has exclusive authority to restrict the use of the employee's commission subject to this section. No authorization for outside employment shall result in causing the City to incur overtime.

## **ARTICLE 32 - TUITION REIMBURSEMENT**

An employee may obtain tuition reimbursement if authorized in writing by the City in advance, based upon budget considerations, per City Tuition Reimbursement Policy, Section 8.03 of the City's Policy and Procedure Manual as follows:

To promote the continued education and professional growth of City employees, a tuition reimbursement benefit program may be available to regular employees. Depending on budget capacity, an employee may have tuition costs for a job-related course reimbursed by the City, all or in part, following successful completion of the course.

- A. Reimbursement is for tuition only. No reimbursement is made for books, lab fees or travel costs.
- B. Reimbursement is limited to the prevailing rate for undergraduate tuition established by the University of Washington.
- C. The school must be accredited by the Northwest Commission on Colleges and Universities, or an equivalent regional higher education association.
- D. To qualify for reimbursement, the employee must submit a tuition reimbursement request that has been approved by the employee's Department Head and processed by Human Resources. Reimbursement is available on a "first come first serve basis".
- E. Approved reimbursements will be submitted by Human Resources to Finance, for distribution in the accounts payable process.
- F. Declined tuition reimbursement requests may be appealed in writing by the employee. Requests for appeal will be reviewed by a panel consisting of a department head other than that of the employee, a representative from human resources, and the employees' elected union representative. Upon review, the panel will make a recommendation and forward to the City Administrator for final determination.
- G. The employee must submit confirmation of a minimum grade of "pass" or "C".
- H. The City's commitment shall be established in advance and in writing, using the following guidelines:
  - 1) Tuition for courses directly benefiting current duties and assignments but not considered training will be reimbursed at 75%, subject to the limits set forth above.
  - 2) Tuition for courses in a degree path directly benefiting future promotional opportunities with the City or in a degree path indirectly benefiting the City will be reimbursed at 50%, subject to the limits set forth above.
  - 3) Courses of a personal development nature and not part of an approved degree program or as set forth above will not be eligible for reimbursement. However, the City will attempt to make reasonable accommodations to the work schedule to allow the employee to participate in the educational opportunity. Employee acknowledges that education is on the employee's time and is not training, and as such, is not compensable time.
  - 4) Full-time employees can be reimbursed on a first come, first serve basis, up to \$5,000 per year; part-time employees can be reimbursed up to \$2500 per year. A lifetime maximum of \$18,000 per employee will apply. Only tuition can be reimbursed, not books, parking, or incidental expenses.

## **ARTICLE 33 – VEHICLES**

**Section 33.1 Assigned Vehicles** Each non-probationary Commissioned officer covered by this Agreement shall be assigned a separate patrol vehicle. Lateral hire employees shall have an assigned vehicle after six (6) months of hiring date. Entry level employees shall have an assigned vehicle after twelve (12) month of hiring date. If the employee lives within a distance of 30 miles from the City Limits, they shall take the vehicle home. If they live outside a distance of 30 miles to the City Limits, they must leave the vehicle parked at the police station. Assigned vehicles shall only be used by the Association member it is assigned, unless exigent circumstances exist. While commuting to and from work and you are driving assigned vehicles, you are expected to assist outside agencies in emergency situations.

**Section 33.2 Off-Duty** The employee may use the vehicle to travel to and from training, and City sanctioned events. Routine stops for household items on the way home are authorized.

**Section 33.3 Specialty Assignments and Supervisors** If an Association member is assigned to a specialty unit (i.e. Meth Lab, SRT, CRU), they shall be allowed to take their assigned vehicle home. Supervisors shall be allowed to take their assigned vehicle home.

**Section 33.4 Mileage Reimbursement** The City shall reimburse Association members who are required to use their private vehicles for approved City business at the Washington State rate per mile. If the City cannot provide an Association member with an assigned vehicle, the Association member shall be reimbursed for mileage to and from work at the Washington State rate per mile.

**Section 33.5 Definitions** City-sanctioned shall mean any event or off-duty assignment that is City related and authorized by the Chief of Police.

## **ARTICLE 34– PROMOTIONS and VACANCIES**

**Section 34.1 Criteria for Promotion** Criteria for promotion within the police department, excluding Chief of Police, shall be as follows with respect to length of service qualifications:

**Lieutenant:** A minimum of three (3) years of service in the DuPont Police Department as a full time Sergeant. This position requires an AA degree in law enforcement, criminal justice, or closely related subject within two (2) years of promotion, or any combination of education, training, and work experience that in the opinion of the City would provide the level of knowledge and abilities required. The City and Association agree that the Lieutenant will not serve on the executive board of the Association.

**Sergeant:** A minimum of three (3) years of service in the DuPont Police Department as a full time Police Patrol Officer.

**Section 34.2 Permanent Promotional Vacancies** A permanent promotional vacancy is created when the City decides to increase the work force and/or fill a new position(s) or when there is a termination, promotion or demotion.

**Section 34.3 Promotional List** Promotional lists shall remain in effect for three (3)years. This list may be extended for an additional six (6) months upon mutual agreement.

**Section 34.4 Probationary Period** Promoted employees shall serve a probationary period of six (6) months. If during that time the employee fails to perform the duties of the new position satisfactorily s/he will be permitted to return to their previous position without loss of seniority. The Employer shall provide each probationary promoted employee with a written evaluation of his job performance and progress every thirty (30) days. Probationary period may be extended after Chief's discussion with the Association.

**Section 34.5 Reversion Rights**

A. An employee ranked higher than a Police Officer who is laid off, takes a voluntary reduction, or is reduced in rank by the City may bump back to any lower classification within the bargaining unit which the employee has previously held and successfully completed probation for the City. If this occurs, the result is a layoff in the lower classification according to the criteria in Section (Layoffs).

B. A Detective or Sergeant who does not successfully complete his/her promotional probationary period may bump back to his/her previous classification.

C. In the event an employee is promoted to a position outside of the bargaining unit, that employee will be allowed to bump back to the next lesser rank within the bargaining unit, for a period of one (1) year from the effective date of such new position, in the event of layoff, voluntary reduction, reduction in rank (including demotion). In addition, those employees in positions outside the bargaining unit at the time this Agreement was entered may bump back to bargaining unit position of the next lesser rank should the situation arise.

D. The classification seniority of employees who are bumping back shall include their previous time in grade at the position they are bumping back to plus their time in grade at the higher position(s).

**Section 34.6 Pay Scale for Promoted Employees** When an Association member is promoted in rank, the employee shall be placed into the salary matrix in accordance with appendix A. The employee's promotional anniversary date for purposes of step advancement shall be the date promoted to the new position.

**Section 34.7 Promotions** When qualified candidates exist within the department, all promotions within the police department shall be made from within the ranks of full time members of the DuPont Police Department, and shall be made by competitive examinations per civil service rules, and to the extent practicable, examinations shall consist of an Assessment Center, Oral Board, or Written Test; or any combination of the three. The Chief of Police will recommend to the Civil Service Commission which examination(s) will be used.

**Section 34.8 Verbal Explanation** In the event an Association member was passed over for promotion, the Chief of Police can provide the Association with a verbal statement of the reasons for his action.

**Section 34.9 Job Descriptions** The City and Association understand that both the employee and City benefit from the employee understanding his/her job duties. To that end, the City and Association shall work jointly to develop job descriptions for positions within the police department.

## **ARTICLE 35-- MISCELLANEOUS**

**Section 35.1 Staffing** Sufficient personnel shall be maintained on duty and available for response to calls for service as determined by resources available. The City agrees to the following:

- A. A tour shall be defined as the period of time "four on/four off". The City agrees that we have two (2) tours at this time. This shall increase as we increase staffing.
- B. The police department shall have a separate Sergeant assigned to each tour.
- C. The City shall use overtime to cover time periods when an officer is not available to respond to calls for service.
- D. If there is a four (4) day tour and there are only two officers scheduled to work each day, the Chief of Police will add two 12 hour overtime shifts.

**Section 35.2 Shift Trades** Shift trades may be voluntarily undertaken between two (2) employees upon approval of the Chief or designee prior to such exchange of time. Responsibility for arrangements for the repayment of such time rests with the employees involved. No obligation shall be placed upon the City for repayment of time voluntarily traded or repaid between employees. Under no circumstances shall the use of shift trades create any additional cost, through overtime or otherwise, to the City.

**Section 35.3 Light Duty** Upon submission of medical documentation that an employee is unable to temporarily perform police duties due to an injury or illness, the Police Chief may provide, at the employee's request, alternate duty. Alternate duty shall be limited to the police department, which is medically appropriate and which contributes in a meaningful and identifiable way to the function and mission of the department. The City and Association agree that alternate duty assignments are to be of a temporary nature, as mutually agreed upon by the employee and the Police Chief. Once an employee has been medically certified as fit for duty, that employee will be returned to the position and unit to which the employee was assigned prior to the temporary disability, unless in the interim the employee has been promoted.

**Section 35.4 Printing and Supplying Agreement** This Agreement and any future Agreement shall be supplied to each employee by the City within ten (10) working days of execution or hire date, at no cost to the employee.

**Section 35.5 Physical Fitness** Physical fitness equipment is available to police employees without charge. The equipment is located at the police/fire stations. Employees are able to use these facilities or alternative forms of exercise to enhance their physical fitness. On duty and off duty employees may use the fitness equipment located at the station. While on duty, if the employee elects to work out, their police radio must be turned on and with them as well as their duty equipment. Workouts should be limited to no more than 1 hour per shift. Officers are expected to respond to calls in the same timely fashion as if they were not working out. Officers will notify South Sound 911 that they are signed out at the station but available to respond.

**ARTICLE 36 – TRAINING, TRAVEL AND PER DIEM**

**Section 36.1 Travel Reimbursement** The City shall pay for all reasonable and customary expenses incurred in connection with the business of the City. If the Association member pays for items, the City shall reimburse the Association member for reasonable and customary expenses actually incurred in connection with the business of the City, including food, lodging and travel expense while away, excluding any expense for alcoholic beverage. Tips, not to exceed fifteen percent (15%), for meals, taxis, or baggage handling are reimbursable. Reimbursements will be made in compliance with the City's Travel Policy when all necessary requirements have been fulfilled.

**Section 36.2 Training Courses** The City shall attempt to provide each Association member with a minimum of two (2) forty (40)-hour training courses each year in conjunction with monthly in-service training. These forty (40)-hour training courses will be separate of any classes to maintain required certifications.

**Section 36.3 Training Costs** The City shall pay all the cost of classes, training and reference materials necessary to obtain and maintain required certifications.

**Section 36.4 Certifications** The City shall provide industry standard training for certification and re-certification for all duties that employees are assigned/required to perform.

**ARTICLE 37 LAYOFFS**

In the event that it becomes necessary to layoff persons covered by this agreement, the City will make its the best effort to provide ninety (90) days advance notice to the employee and the Association.

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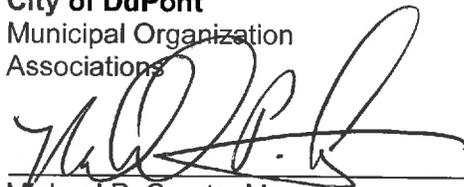
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**ARTICLE 38 LABOR/MANAGEMENT COMMITTEE**

In order to improve employer/employee relations, both parties recognize the benefit of management-labor cooperation in improving communication, addressing operations problems, and for providing a better work environment. It is the intent of both parties to establish a Labor/Management Committee ("Committee") to address specific projects or areas of mutual concerns as such needs are identified by the parties. Members of the Committee shall be comprised of the Chief of Police and/or another management representative designated by the City Administrator and/or designee, the Association President and another Association member. The Committee shall meet at least once every quarter or as needed, and both parties may submit agenda items to be discussed. It is agreed that the Committee shall have no collective bargaining authority and that understandings reached by the parties will be supported by the parties, but shall not alter or modify any provisions of the collective bargaining agreement.

Executed this 9<sup>th</sup> day of September, 2019

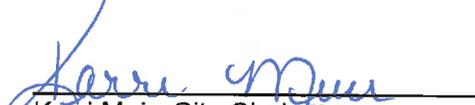
**City of DuPont**  
Municipal Organization  
Associations

  
\_\_\_\_\_  
Michael P. Courts, Mayor

**DuPont Police Officers' Association**  
Local #165 International Union of Police

  
\_\_\_\_\_  
Joshua Morley, President

Attest:

  
\_\_\_\_\_  
Karri Muir, City Clerk

  
\_\_\_\_\_  
Andrew J. Takata, City Administrator

  
\_\_\_\_\_  
Douglas Newman, Chief of Police

Approved as to form:

  
\_\_\_\_\_  
Gordon P. Karg, City Attorney

**APPENDIX A**

**DUPONT POLICE OFFICERS' ASSOCIATION LOCAL #165**

Salary Range (Based on Hourly Rates)

The following matrix includes a wage increase of 8% plus a fixed Cost of Living Adjustment (COLA) of 3% for 2019, 3% fixed COLA for 2020, and 3% fixed COLA for 2021.

**2019**

| <b>Class Title</b> | <b>1<br/>Entry</b> | <b>2<br/>6<sup>th</sup><br/>Month</b> | <b>3<br/>12<sup>th</sup><br/>month</b> | <b>4<br/>18<sup>th</sup><br/>month</b> | <b>5<br/>24<sup>th</sup><br/>month</b> | <b>6<br/>30<sup>th</sup><br/>month</b> | <b>7<br/>36<sup>th</sup><br/>month</b> | <b>8<br/>42<sup>nd</sup><br/>month</b> |       |
|--------------------|--------------------|---------------------------------------|--|--|--|--|--|--|-------|
| PPO                | 30.45              | 31.44                                 | 32.46                                  | 33.47                                  | 34.45                                  | 35.48                                  | 36.46                                  | 37.46                                  |       |
| Sergeant           |                    |                                       |  |  |  |  |  |  | 43.09 |
| Lieutenant         |                    |                                       |  |  |  |  |  |  | 45.24 |

**2020**

| <b>Class Title</b> | <b>1<br/>Entry</b> | <b>2<br/>6<sup>th</sup><br/>Month</b> | <b>3<br/>12<sup>th</sup><br/>month</b> | <b>4<br/>18<sup>th</sup><br/>month</b> | <b>5<br/>24<sup>th</sup><br/>month</b> | <b>6<br/>30<sup>th</sup><br/>month</b> | <b>7<br/>36<sup>th</sup><br/>month</b> | <b>8<br/>42<sup>nd</sup><br/>month</b> |       |
|--------------------|--------------------|---------------------------------------|--|--|--|--|--|--|-------|
| PPO                | 31.36              | 32.38                                 | 33.43                                  | 34.47                                  | 35.49                                  | 36.54                                  | 37.55                                  | 38.59                                  |       |
| Sergeant           |                    |                                       |  |  |  |  |  |  | 44.38 |
| Lieutenant         |                    |                                       |  |  |  |  |  |  | 46.60 |

**2021**

| <b>Class Title</b> | <b>1<br/>Entry</b> | <b>2<br/>6<sup>th</sup><br/>Month</b> | <b>3<br/>12<sup>th</sup><br/>month</b> | <b>4<br/>18<sup>th</sup><br/>month</b> | <b>5<br/>24<sup>th</sup><br/>month</b> | <b>6<br/>30<sup>th</sup><br/>month</b> | <b>7<br/>36<sup>th</sup><br/>month</b> | <b>8<br/>42<sup>nd</sup><br/>month</b> |       |
|--------------------|--------------------|---------------------------------------|--|--|--|--|--|--|-------|
| PPO                | 32.30              | 33.35                                 | 34.43                                  | 35.50                                  | 36.55                                  | 37.64                                  | 38.68                                  | 39.74                                  |       |
| Sergeant           |                    |                                       |  |  |  |  |  |  | 45.71 |
| Lieutenant         |                    |                                       |  |  |  |  |  |  | 48.00 |