

AGREEMENT
BETWEEN
CITY OF WASHOUGAL
AND
WASHOUGAL POLICE OFFICERS
ASSOCIATION
FOR TWO YEARS
JANUARY 1, 2022 THROUGH DECEMBER 31, 2024

CITY OF WASHOUGAL
POLICE CONTRACT

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ARTICLE 1: SCOPE AND PURPOSE

Section 1. The purpose of this agreement is to provide and promote harmonious relations between the City of Washougal, hereinafter referred to as the Employer, and the members of the Washougal Police Officers Association, employed by the Police Department of the City of Washougal, hereinafter referred to as the Association, and the establishment of an equitable and peaceful procedure for the resolution of their differences in furtherance of the Public interest.

Section 2. This agreement shall not be modified, altered, changed, or amended in any respect except on mutual written agreement signed by the parties.

Section 3. In the event any of the terms or provisions of this agreement are or become invalid or unenforceable by reason of any Federal or State law, or by decision of any court of last resort, such invalidity or unenforceability shall not affect or impair the remainder of the terms and provisions of this agreement.

ARTICLE 2: TERMS OF AGREEMENT

Section 1. This agreement shall be in full force and in effect from January 1, 2022 to and including December 31, 2024 and shall continue in effect from year to year thereafter unless either party gives notice, in writing, of its desire to terminate or modify such agreement in accordance with RCW 41.56.

Section 2. If agreed upon mutually by the Employer and the Association, negotiations for any portion of this agreement can be reopened for possible modifications during the time this contract is in force.

ARTICLE 3: RECOGNITION

Section 1. The Employer recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, hours and other conditions of employment for all of the law enforcement officers (as defined by RCW 41.26.030(3) (a-c) with the exception of the Police Chief and Police Captain.

ARTICLE 4: DISCRIMINATION

Section 1. The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, creed, national origin, sex, age, marital status, physical, mental or sensory disability (unless a bona fide occupational qualification exists), Association affiliation, religious opinion or affiliation, or political affiliation.

ARTICLE 5: PREVAILING RIGHTS

Section 1. All rights and privileges held by the employees at the present time, which are not included in this agreement, shall remain in force, unchanged and unaffected in any manner.

ARTICLE 6: MANAGEMENT RIGHTS

Section 1. Any and all rights concerned with the management and operations of the City and its department are exclusively that of the City unless otherwise provided for by the terms of this agreement. The City may adopt rules for the operation of a department and for the conduct of its employees, provided that such rules are not in conflict with provisions of this agreement, Civil Service Rules or applicable laws. The City may discipline, temporarily lay-off or discharge employees for cause; may reduce the total number of department personnel in response to budgetary constraints; may assign work and determine the number of personnel to be assigned duty at any time. The City may schedule hours of work and determine duties of employees. The City may perform all other functions not otherwise expressly limited by this agreement, the provisions of the Civil Service Rules or applicable laws.

ARTICLE 7: ASSOCIATION SECURITY AND PAYROLL DEDUCTION

Section 1. The Association agrees to comply with the law regarding representation of all employees as specified in Article 3 (Recognition).

Section 2. When the City hires a new bargaining unit employee, the City shall, within fourteen (14) calendar days of the date of employment, notify the Association in writing giving the name, hire date, residential address and job classification of the employee hired.

Section 3. When provided a 'Voluntary Check-off' authorization, in the form furnished by the Association and signed by the employee, the City agrees to deduct from that employee's pay, the Association's regular initiation fee and/or dues, as prescribed in the 'Voluntary Check-off' form. The full amount of monies so deducted by the City shall be promptly forwarded to the Association by check or direct deposit, along with an alphabetized list showing names and amounts deducted from each employee.

Section 4. An employee's request to revoke authorization for payroll deductions must be in writing and submitted by the employee to the Association in accordance with the terms and conditions of the authorization. After the employer receives confirmation from the Association that the employee has revoked authorization for deductions, the employer shall cease collecting the deduction no later than the second payroll after receipt of the confirmation. The employer shall rely on information provided by the Association regarding the request for and revocation of an authorization for payroll deductions.

Section 5. In the event of an error in relation to dues/fees deductions or union membership, the parties agree to cooperate in making the appropriate adjustments. The Employer shall promptly notify the Association in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article. The Association shall hold harmless, indemnify, and defend the Employer and its officers, employees, representatives, and agents from any claim or liability which may be brought by virtue of the Employer's administration of dues/fees deductions and by virtue of any action taken by the Employer in compliance with this Article relating to Association membership and payroll deductions. The Employer shall be free to choose and retain defense counsel of its own choosing, provided that the Employer shall obtain the Association's prior written consent as to such selection, which consent shall not be unreasonably withheld.

Section 6. The provisions of this Article do not apply to temporary part-time employees working twenty (20) hours per week or less.

ARTICLE 8: RULES AND REGULATIONS

Section 1. The Association agrees that its members shall comply in full with Police Department rules and regulations, Civil Service rules and regulations and City of Washougal Personnel Rules and Regulations. The Employer and the Association further agree that in cases of difference, this collective bargaining agreement shall supersede the particular rule or rules which are inconsistent with the terms of this agreement.

ARTICLE 9: GRIEVANCE AND DISPUTE RESOLUTION

Section 1. A grievance is defined as a dispute involving the interpretation, application, or alleged violation of any provisions of this Agreement. Any grievance shall be submitted in writing, generally describing the nature of the grievance by the aggrieved employee (or Association representative), as follows:

Step 1. to his/her immediate supervisor within thirty (30) calendar days of the day the employee knew or should have known the alleged contract violation(s). The immediate supervisor shall answer the grievance in writing within fifteen (15) calendar days after the submission of the grievance. The Association may choose to commence disciplinary grievances at Step 2 instead of Step 1 but must do so within thirty (30) calendar days of the day that the Association knew or should have known of the alleged contract violation(s).

Step 2. If the grievance is not resolved at Step 1 above, the aggrieved employee or Association may submit a written grievance to the Chief of Police or his/her designee, stating a description of the incident, the section(s) of the agreement allegedly violated, and the remedy sought within fifteen (15) calendar days upon receipt of the immediate supervisor's response pursuant to Step 1. The Chief of Police or his/her designee shall respond to the grievance in writing to the Association and the aggrieved employee within fifteen (15) calendar days after receiving the grievance, with a copy to the Human Resources Department. If the Association has chosen to bypass Step 1 and commence the disciplinary grievance at Step 2, then said grievance shall be submitted to the Chief of Police or his/her designee within thirty (30) days from which the employee or Association knew or should have known of the alleged contract violation(s). The Chief of Police or his/her designee shall respond to the grievance in writing to the Association and the aggrieved employee within fifteen (15) calendar days after receiving the grievance, with a copy to the Human Resources Department.

Step 3. If the grievance is not resolved at Step 2, the Association may appeal the Chief's response to the grievance at Step 2 above, within ten (10) working days, by notifying the Employer by requesting a list of eleven (11) arbitrators from the Washington Public Employment Relations Commission. Within ten (10) days of receiving such list, the Association and Employer shall schedule to meet to alternatively strike one name from the list until one name remains. The order of striking shall be determined by the toss of a coin, the loser striking the first name. Alternatively, the employee may request hearing under Civil Service Rules and comply with such procedural requirements per the Civil Service Rules.

Section 2. The findings and remedy of the Civil Service Board or arbitrator above shall be final, non-appealable and binding upon all parties, except as provided for review by a court of competent jurisdiction.

Section 3. Both parties to arbitration shall equally share in the cost of the arbitrator. Each party shall bear the cost of their own legal counsel for representation. Both parties shall equally split the cost for a court reporter and both parties and the Arbitrator shall receive a copy of the transcript.

ARTICLE 10: SENIORITY

Section 1. Seniority is the length of continuous employment of an employee with the Employer in any one department. Where job performances are equal, seniority shall be observed with respect to promotions and transfers. Seniority will be observed in cases of layoffs according to Civil Service Commission Rules and Regulations.

Section 2. Seniority shall be broken only by resignation, discharge, retirement, lay-off of more than six (6) months, or failure to return in accordance with the terms of a leave of absence or when called from lay-off.

Section 3. Regular part-time employees will receive seniority on seniority pro rata basis equal to the actual hours worked as related to the normal work year of 2080 hours.

ARTICLE 11: PERSONNEL REDUCTIONS

Section 1. In case of personnel reductions, the layoffs shall occur as described in Civil Service Commission Rules and Regulations. Law enforcement employees in good standing will be kept on a call back list for up to eighteen (18) months. No new law enforcement employees shall be hired until employees on the call back list have been given the opportunity to return to work. The called back employee will have fourteen (14) calendar days after notification by certified mail in which to respond to this opportunity.

ARTICLE 12: PENSIONS

Section 1. Pensions for employees shall be governed by the laws of the State of Washington in effect on the effective date of this agreement and such laws as may become effective during the life of this agreement.

ARTICLE 13: WAGES

Section 1. Effective January 1, 2022, the current 2021 wage scale shall be increased by four and one-half percent (4.5%). Effective January 1, 2023, the 2022 wage scale shall be increased by 100% of the CPI (June to June West B/C all Urban Consumers) with a minimum of two percent (2.0%) and maximum of four percent (4%). Effective January 1, 2024, the 2023 wage scale shall be increased by 100% of the CPI (June to June West B/C all Urban Consumers) with a minimum of two percent (2%) and a maximum of four percent (4%).

Section 2. Entry level recruits shall be paid according to the following schedule:

- Entry level recruits that have started but are not yet attending the academy will be paid 10% less than “hire”
- Entry level recruits that have started the academy will be paid 5% less than “hire”
- Entry level recruits that have completed the academy and are in their FTO phase will be paid at “hire”

Section 3. Promoted Employees

At the time of promotion, employees will move to the promotion step in the range for the new class.

Section 4. Longevity pay will be administered each pay period (semi-monthly or monthly) and will be based upon total years of service with the Washougal Police Department. Longevity pay will be as follows:

7 years	1% of base pay
9 years	1.5% of base pay
10 years	2.5% of base pay
15 years	3.0% of base pay
20+ years	4% of base pay

Section 5. Specialty Pay

Employees who are certified and assigned as field training officers or firearms, defensive tactics, EVOC, patrol tactics or taser instructors shall receive a four and-one-half percent (4.5%) premium pay in addition to his/her regular base pay per hour in which the employee is assigned and performs those duties.

School resource officer and detectives will receive a three percent (3%) premium pay in addition to his/her regular base pay, while performing those duties. If the School Resource Officer is redeployed to patrol for a period greater than two weeks, he/she will no longer receive the 3% specialty pay.

Pyramiding/Cap on Section 5: The maximum amount of premiums that can be earned at one time shall be four and-one-half percent (4.5%).

Section 6. Educational Premium

Employees that have achieved an associate degree will receive a two percent (2%) premium added to their base wage. For those hired on or before December 31, 2019 they will receive the higher amount of either \$130 or 2%. Employees that have achieved a bachelor’s degree will receive a four percent (4%) premium added to their base wage. For those that were hired on or before December 31, 2019 will receive the higher amount of either \$265 or 4%.

Education premium will not be part of the overtime calculation.

Section 7. School Resource Officer Assignment (SRO)

1. The City and the Association agree that the normal assigned work week for the SRO during the school calendar year shall be day shift, Monday through Friday, based on a 5/2 work schedule, not to exceed 8.75 hours per day, inclusive of a one-half (.5) hour paid lunch. The normal shift starting time for the SRO shall be 0715 hours (7:15AM). The normal shift ending time shall be 1600 hours (4:00PM).

2. The SRO work schedule results in the SRO working one (1) hour of overtime each scheduled school workday, in excess of the normal eight (8) hour shift limit of the 5/2 work schedule. This results in the accrual of two hundred and seventy (270) overtime hours (1 hr. X 180 school days X 1.5OT) for the SRO over the course of the school calendar year. This calculation is based on the SRO working all scheduled days without using other paid leave (sick, vacation, bereavement, training, compensatory time, administrative leave, etc.). Should the SRO miss a scheduled day of work (school day) no overtime accrual would be credited for that day. The Employer and the WPOA agree that overtime accrued by the SRO as listed above (in Section 2) may not be submitted by the employee for cash payment.

3. The overtime hours as noted in Section 2 above shall be compensated by twenty-five (25) compensatory days off, coinciding with the number of full-day holiday/student non-attendance days (numbering 25) in the school calendar year as published by the Washougal School District in its student 2021-2022 attendance calendar. Twenty-five (25) days off would result in the use of two hundred (200) compensatory hours (25 X 8 hrs.). School days involving late start or early dismissal times will be worked as a normal full shift by SRO, who shall report to the patrol sergeant for assignment of duties if not needed by the Washougal School District.

4. The accumulation of compensatory time pursuant to this Section is agreed to as an exception to Article 15.2 of the collective bargaining agreement which limits the accumulation of compensatory time to a maximum of sixty (60) hours. The Employer and the WPOA agree that it will be necessary to establish a separate tracking in the payroll system for compensatory hours earned by the SRO under this agreement, and the SRO will be able to maintain a secondary compensatory time account. The secondary compensatory time account, including the accrual and use thereof, will be guided by Article 5.7 of the CBA. The WPOA agree that all compensatory time accrued pursuant to this agreement, and Article 2 above, shall be used prior to the beginning of the next school year. The SRO shall not be allowed to carry-over compensatory hours earned in one school year to the next school year. This can be accomplished by the SRO using the remainder of the compensatory hours earned during the summer months.

5. For purposes of calculating paid and compensatory time-off, the SRO work shift will be based on an eight (8) hour day. (e.g., vacation, sick, compensatory time, bereavement leave). Hours worked beyond the normal SRO work schedule will be compensated as standard overtime, guided by Article 15 of the collective bargaining agreement. Extra-duty assignments shall be handled pursuant to the existing extra duty policy.

6. Compensatory time accrued pursuant to this Section will be applied to the twenty-five (25) holiday/student non-attendance days for each school calendar year, or the number of scheduled school holidays / non-attendance days, should that number change. The 2021-2022 Washougal School District calendar indicated twenty-five (25) school non-attendance days.

7. Vacation and compensatory time off outside of the twenty-five (25) scheduled holidays / nonattendance days during the school calendar year will be subject to the pre-approval of the sergeant assigned as the supervisor for the SRO. The SRO may schedule vacation time off at any time, including during the school year. However, the Employer and the WPOA agree that the desired intent is to have the SRO available on school days. To that extent, the SRO is strongly encouraged to take vacation after the end of the school year and before the beginning of the next school year (Summer non-attendance period).

8. Officers assigned as SRO shall be allowed to bid for and obtain vacation during the summer months when school is not in session without having to compete against any other officers. The SRO will bid said vacation during the normal vacation bid process, conducted once each year for all WPOA members. Vacation requests submitted by the SRO after the vacation bid process is closed are handled the same as other patrol officers, on a “first come, first served” basis.

9. During the summer break when school is not in session, the SRO will be reassigned to the Patrol Division (day-shift hours), side A or B, or other assignment as mutually agreed upon. Day shift hours are established as either the 6:00am (0600) shift, 8:00am (0800) or the 10:00am (1000) shift. The Employer agrees to establish one as the primary shift for the SRO and will make every attempt to reduce the movement between shifts (other than for minimum coverage) throughout the summer months to the degree possible. The WPOA recognizes the needs of the Employer to cover vacant shifts caused by other member’s absences.

10. Each year, at the conclusion of the school year, the SRO assignment will be reviewed by the Chief of Police. The Chief of Police will consult with the person assigned as the SRO the previous school year to find out if that individual wishes to remain in the assignment another school year. Each year, selection of the SRO is ultimately based on the discretion of the Chief of Police.

11. The Employer and the WPOA recognize that certain extra-curricular events during the school year require the attendance of the SRO, such as football games, basketball games, dances, etc. These events usually take place on times outside of the normal daily work schedule, which is defined above in Article 1. Both parties agree that the SRO daily work schedule may be adjusted for up to 10 workdays each school year to account for said events.

ARTICLE 14: INSURANCE BENEFITS

Section 1. The Employer will pay for 100% of the premium cost for optical coverage for employees and dependents under the terms of the polices provided by the City.

The City will pay 95% of the premium cost for medical coverage for employees and 85% for their dependents under the terms of the policy provided by the AWC Benefits Trust Regence \$250 deductible Medical Plan. Participating employees will pay the 5% and 15% cost sharing respectively for their coverage through payroll deduction. In addition, the City will offer the AWC Regence High Deductible Medical Plan (HDMP) and pay 97% of the cost for employees and their dependents. Participating employees will pay the 3% cost sharing through payroll deduction. The City will contribute to an employee Health Savings Account (HSA) or Health Reimbursement Arrangement (HRA) in an amount equivalent to 55% of the premium cost savings between the HDMP and the AWC Benefits Trust Regence \$250 deductible medical plan, based on the employee coverage level. The contribution will be made in four annual installments; January, April, July and October. The employee will pay the medical premium difference, if any, and cost sharing through payroll deduction.

The City will pay 95% of the premium cost for medical for employees and 85% for their dependents under the terms of the policy provided by Kaiser Permanente for the \$250 deductible plan. The City will continue to offer the Traditional \$5 co-pay plan; however, the employee will be responsible for paying the premium difference the \$5 co-pay Traditional plan and the \$250 deductible plan. Additionally, the City will offer the Kaiser HDMP and will pay 97% of the cost for employees and their dependents. The employee will pay the 3% cost sharing through payroll deduction. As an incentive for participating in the HDMP the City will establish and contribute to a Health Savings Account (HSA) or Health Reimbursement Arrangement (HRA) in an amount equivalent to 55% of the premium cost savings between the HDMP and the Kaiser \$250 deductible medical plan, based on the employee coverage level. This contribution will be made in four installments; January, April, July and October. The employee will pay the medical premium difference, if any, and cost sharing through payroll deduction.

The employee may also opt out of the City-provided healthcare program if they have verifiable coverage elsewhere and receive \$250 per month of additional taxable income.

Section 2. The Employer may, without changing quality or value of existing protection, investigate and negotiate alternative insurance coverage at least equal to that experienced by employees and dependents that may be more cost effective to the Employer.

Section 3. The Employer will provide for each employee term life insurance in the amount of \$50,000. Such insurance coverage shall terminate at the time employment is terminated.

Section 4. The Employer will pay the premium cost of long-term disability insurance for those employees not eligible for such protection under LEOFF I statutes.

Section 5. Based on the plan's eligibility requirements, the employee may, at his/her own cost, purchase through payroll deduction additional benefits as offered through AFLAC. The Employer agrees to deduct such costs from the employee through payroll deduction.

Section 6. Association members who have elected medical coverage through AWC Benefit Trust Medical OR Kaiser Permanente will be provided with an Employee Assistance Program. Said program will be fully funded by the employer.

Section 7. In the event an Association member loses their life while in the line of duty, the City agrees to pay the funeral expenses that are reasonable and customary.

Section 8. The City will pay 95% of the premium for dental under Washington Dental Service. The City will offer an alternative dental plan through Willamette Dental.

Section 9. In the event that an officer fatality results while in the line of duty, the City will provide at its cost continued health benefits under COBRA for covered dependents for up to thirty-six (36 months). In the event of a catastrophic event, in the line of duty that results in the officer's inability to perform their job, the City will provide at its cost continued health benefits to the employee and covered dependents under COBRA for up to eighteen (18) months.

ARTICLE 15: SCHEDULES, OVERTIME AND CALL BACK

Section 1. Standard shift schedules used within the department shall comply with the Fair Labor Standards Act. Flex-time arrangements mutually agreed upon by the Chief of Police, the officer, and the association are not precluded by any provision of this section. With advanced approval of the Chief of Police (or his/her designee), officers may also temporarily flex their schedules within a workweek without incurring overtime, for example working a twelve (12) hour day followed by an eight (8) hour day, to accommodate personal or work situations. Temporary flexing is intended to address occasional or intermittent changes to the schedule (no overtime). Time shall be allotted between scheduled shifts for employees to receive eight (8) hours rest.

Section 2. Overtime shall be granted only upon approval of the Chief of Police or his/her designee for any work-related activity beyond the regular work schedule. Overtime compensation shall accrue for each half-hour worked beyond a normal shift period in any twenty-four-hour day except when such duty results from a scheduled shift change. Overtime compensation shall accrue for each half hour worked beyond a normal weekly schedule. Compensation for either overtime pay or compensatory time off shall accrue at the rate of one and one-half (1 1/2) hours credit for each hour actually worked. The employee shall have the option and be responsible to inform the Chief when the employee desires compensatory time off in lieu of overtime pay. Compensatory time off shall be scheduled at the desire of the employee subject to approval by the Department. Approval will be based on reasonable notice and business necessity. Maximum accumulation of compensatory time shall not exceed 60 hours of compensatory time. Compensatory time off is counted as hours worked in the period in which it is taken, for the sole purpose of calculating overtime earnings for that period.

Section 3. Shift bidding shall take place during the first ten (10) days of December of each year with the final schedule to be posted at the Police Station on January 1st of each year to begin shift schedules on February 1. The transitions to the new shift schedules will start no earlier than February 1 and August 1. There are two (2), 6-month rotations in the year, employees will bid for both shift bid rotations at the same time during the first ten (10) days of December. Sergeants shall bid first and then Patrol Officers. Any changes made in such schedule within fourteen days of a

day of work or a day of rest shall be for emergency purposes only and shall not result in a change of scheduled workdays to avoid payment of overtime compensation. Schedules used within the department shall comply with Fair Labor Standards. Management will accept proposals of new schedules for evaluation at any time. Management will consult with the Association prior to changing the length of any permanent shifts. If a problem arises on their bidded shift that cannot be otherwise adequately addressed, individual employees may be moved from bidded shifts, as a last resort, effecting the minimum number of people possible.

Section 4. The parties agree that the movements of off-duty employees should not be unduly restricted so they can effectively use their time for their own purposes. Movements of employees who are on call are not considered to be unduly restricted if they can be reached by telephone or other communication devices and be able to respond to a call within one hour of being notified. An "on-call" schedule shall be established for supervisors to be available for call in the absence of a shift supervisor. The on-call supervisor will be compensated at a rate of thirty (30) minutes of straight pay or "comp time" for each telephone call, provided that multiple calls within the same on half (1/2) hour period are considered one call.

An off-duty officer will be compensated at a rate of thirty (30) minutes of straight pay or "comp" time for each work-related call, provided that multiple calls within the same half (1/2) hour period are considered one call. Calls to officers in response to fill overtime shifts are not considered work related and would not qualify for compensation. If the off-duty officer is called due to a work-related error on the officer's part and requires immediate correction the officer will not be compensated.

Section 5. Call-back compensation is authorized whenever an officer is called back voluntary or otherwise, to duty more than thirty (30) minutes after the end of his/her regular duty shift, or when the officer is required to report for duty during regular off duty periods with less than twenty-four (24) hours notice. Call-back compensation shall amount to two (2) hours straight time pay. Such call-back compensation shall be granted in addition to any overtime compensation the officer may have earned. An officer will not be entitled to call-back compensation if called in for correction of an error on the officers' part.

Section 6. Court time compensation shall be granted when an officer is required to appear in court on City business when not on shift. Such court time compensation shall amount to the overtime rate of pay for time in court with a minimum of three (3) hours compensation. Officers do not qualify for call-back compensation when required to appear in court. An officer must call the department twenty-four (24) hours before the scheduled court time. If the appearance has not been cancelled by that time, the city will compensate as set forth above.

Section 7. Except in cases of emergency, or except when the overtime is skill specific, overtime shall be offered on the basis of seniority. Employees shall provide the Department with one contact number at which the employee may be reached for the purpose of volunteering for overtime. If the employee cannot be reached at that number, the Employer shall not be required to try other numbers and may move on to the next employee. If no employee volunteers to work the overtime, the overtime shall be mandated in inverse order of seniority. In the event mandated overtime is required to cover two or more consecutive days, the overtime will be shared by all employees including supervisors and specialty units. Overtime will be scheduled based upon employee availability and in ascending order until the occurrence is resolved. Once resolved, any new

unrelated mandatory overtime will revert back to the employee with the least seniority. Shift extensions and early call ins are exempt for the requirements of this Section.

ARTICLE 16: VACATION

Section 1. Annual vacation time shall be allowed in proportion to years of service, on the following basis:

YEARS OF CONTINUOUS SERVICE	VACATION ACCRUAL
1 month through 3 years	8 hours per month
4 years through 6 years	10 hours per month
7 years through 9 years	12 hours per month
10 years through 15 years	14 hours per month
16 years through 20 years	16 hours per month
21+ years through retirement	18 hours per month

Section 2. New employees shall not be eligible to take vacation until they have completed their FTO but not less than six (6) months of active service. This prohibition does not apply to other leave banks. Employees terminated while on probationary employment shall not be entitled to compensation for vacation allowance as shown in the above table.

Section 3. Employees may elect to ‘bank’ or ‘carry-over’ unused vacation to a following year. Such accumulation of vacation may not exceed three hundred sixty (360) hours at any given time.

Section 4. Employees are eligible for a vacation “buy-back” of accrued vacation time. The employee may apply to the Chief or designee to “buy back” the vacation time during the month of October. Up to 80 hours may be requested for “buy back.” The employee must maintain a minimum of 80 hours of vacation at the time of the buyback request. The buyback will occur during the last November pay cycle.

Section 5. When an employee's employment is terminated, said employee shall be compensated for unused vacation and unused compensatory time off at his or her rate of pay on the day of termination within the guidelines established by the City Council for such actions. Holidays accrued will be compensated at the employee’s rate of pay on the date the holiday accrued.

Section 6. Employees shall bid in order of seniority for their primary vacation block. Bidding shall be for the vacation calendar year, February 1st through January 31st and shall commence on the first day of January and conclude by the 15th of January of each year. For vacation requests that are made subsequent to the bidding process, such requests shall be made twenty (20) days prior to the requested day(s) off to avoid overtime that results from necessary schedule changes. It is reasonable to assume there may be situations where it is not possible to provide twenty (20) days’ notice in advance of a vacation request. In these instances, the request will be considered on a case-by-case basis. If the request does not result in overtime, the case will be considered, and every effort made to accommodate the request.

Primary vacation block is one or more consecutive days (including normal days off.)

ARTICLE 17 HOLIDAYS

Section 1. The following Holidays shall be considered legal Holidays:

New Years' Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth Day	Independence Day
Christmas Day	

Section 2. In addition to the above-mentioned holidays, employees are entitled to select three (3) floating holidays per year. Floating holidays do not carry over from one calendar year to the next and shall be pro-rated for new employees within the calendar year based on their date of hire. Floating holidays do not qualify for 'buy-back' consideration.

Section 3. Association members who work on a recognized holiday that falls within their normally scheduled shift shall receive time and one half (1 ½ times) pay for all hours worked on the recognized holiday. Association members who are required to work a holiday that falls on a normally scheduled day off will receive the appropriate overtime rate and one half (1/2) straight time pay for all hours worked on the recognized holiday (2 times pay). Employees shall also accumulate eight (8) hours straight time holiday hours for each holiday worked for annual “buy-back” purposes. Employees who are neither scheduled to work on nor required to come in to work on a recognized holiday shall also accumulate eight (8) hours straight time holiday hours for annual “buy-back” purposes.

Section 4. All requests for holiday 'buy-back' shall be submitted by the employee to the Chief of Police prior to October 31 each year and shall cover the period from November 1 through October 31. The ‘buy-back’ rate shall be the employee’s rate of pay on the date the holiday was accrued.

Section 5. In cases of scheduling conflict regarding days off, departmental seniority shall prevail.

Section 6. Any employee scheduled to work on the day preceding a holiday or on the day following a holiday, where the shift overlaps with the holiday, shall be compensated per Section 3 of this Article for all hours worked during the twenty-four (24) hours of the holiday.

Section 7. All employees governed by this contract shall be granted sixteen (16) additional floating holiday hours. These hours do not carry over from one calendar year to the next and shall be pro-rated for new employees within the calendar year based on their date of hire. These hours do not qualify for “buy-back” consideration.

ARTICLE 18: BEREAVEMENT LEAVE

Section 1. Law enforcement employees who suffer a death in the immediate family, including husband, wife, son, daughter, mother, father, brothers, sisters, legal guardian, mother-in-law, father-in-law, grandparents, daughters-in-law, sons-in-law, grandchildren, step-mother, step-father, step-children, spouse's grandparents, or other relative living in the employee's household, shall receive up to twenty four hours (3-eight hour days) of leave with pay. In the case of travel of 250 miles or more one way, the employee will be granted an additional sixteen (16) hours of bereavement leave. If additional time is needed, the Chief of Police may authorize use of accrued vacation or comp time. Compensable hours under the terms of this Article will be counted as hours worked for the purpose of computing vacation and holiday leaves but not for computing overtime.

ARTICLE 19: SICK LEAVE

Section 1. LEOFF-I employees shall qualify for disability leave as defined in Chapter 41.26 RCW. In addition, LEOFF I employees shall have an imprest sick leave account of six (6) days non-accumulative per year to cover family illness and short-term disability not covered under LEOFF I.

There shall be no buy back of imprest sick leave days upon termination of employment. LEOFF II employees will be provided sick leave as described in City Personnel Rules and Regulations.

Section 2. Employees hired on or before December 31, 2010 with five (5) years of service will be paid for twenty five percent (25%) of the unused sick leave balance upon leaving City service. Employees hired after December 31, 2010 will not be eligible for the benefits. Employees who have accrued an excess of four hundred eighty hours (480) of sick leave may annually in January trade four (4) hour increments of sick leave for one (1) hour increments of vacation. An employee must maintain a minimum of four hundred eighty hours (480) of sick leave after the January trade request. In the event of permanent disability in the line of duty or death in the line of duty, the Employer will pay the employee or employee's estate one hundred percent (100%) of the unused sick leave balance upon leaving City service.

Section 3. Employees may accrue up to nine hundred sixty hours (960) of sick leave.

ARTICLE 20: FAMILY MEDICAL LEAVE

Section 1. Employees wishing to take Family Medical Leave (FMLA) must apply for FMLA leave and may be required to provide a physician's certification which documents the need for and the duration of leave (forms to be provided by the City). When possible, thirty (30) days advance notice is required. If the FMLA qualifying event is for the employee, the City may request an objective medical examination to verify the need for the leave at the employer's expense.

Section 2. Employees may use all accumulated leave (sick, vacation, compensatory, floating holidays) for an FMLA qualifying event. However, if an employee does not have sufficient leave, the employee will be granted an unpaid leave of absence. The employee's FMLA leave will not extend beyond twelve (12) weeks in a rolling twelve (12) month period as measured forward from the beginning of the first day of FMLA qualified leave. In extenuating circumstances, the employee may seek other, additional leave from the employer.

Section 3. During the employee's FMLA leave, the City will continue its contributions to the employee's medical, dental, vision, long-term disability, and life insurance benefits for the duration of the FMLA leave. The employee will be required to continue to pay his/her contributions, if applicable, for medical insurance benefits through payroll deductions and/or self-payment.

Section 4. Employees taking FMLA leave will be reinstated to their former position or an equivalent position and pay upon their return to work. (Key employees as defined by the Department of Labor are exempt from this provision.) The employer retains the right to recover insurance premium costs from the employee if the employee does not return to work at the end of the FMLA leave as allowed by law.

Section 5. The Federal Family Medical Leave Act and the State Family Medical Leave Act shall run concurrently when utilized by an employee for a qualifying event.

ARTICLE 21: PAID FAMILY AND MEDICAL LEAVE

Eligible employees are covered by Washington's Family and Medical Leave program, RCW 50A.04. Eligibility for leave begins January 1, 2020, is established by Washington Law and is therefore independent of this agreement. Premiums for benefits are established by law and will total fourth tenths of one percent (.4%) of the employees' wages (unless otherwise limited by action of the State). Employees will pay through payroll deduction the full cost of the premiums associated with the family leave benefits, as determined under RCW 50A.04.115. The city will pay the remaining premium amounts. The net contribution for the employee will be 63% of the .4% and the city will pay the remaining 37%. Following finalization of regulations implementing RCW 50A.04, either party may reopen this Agreement for the purpose of bargaining over issues related to the interrelation between leaves available under this Agreement and benefits provided by statute.

ARTICLE 22: OTHER LEAVES

Section 1. In the event of a military leave, the Employer abides by the applicable provisions of the Revised Code of Washington (RCW).

Section 2. The Employer may grant a regular employee a leave of absence without pay for a period not to exceed one (1) year. No leave of absence without pay shall be granted except upon written request of the employee, whenever granted, the leave shall be in writing and signed by the Employer, and a copy filed with the Department Head. An unpaid leave of absence is taken without any pay or fringe benefits, but the employee shall be allowed to participate in the City's insurance program by paying his/her own premium. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time leave was granted without loss

of seniority status, excepting that the time on leave will be deducted from his/her total service to determine seniority. Failure to report for duty at the expiration of the leave shall constitute cause for forfeiture of right to reinstatement. The Employer may, in exceptional circumstances, extend leave beyond one (1) year but reinstatement cannot be guaranteed.

Section 3. An employee granted a leave of absence or who is on sick leave shall not engage in or apply for other employment while on such leave without consent of the employer. Employees found in violation of this section are subject to immediate dismissal.

ARTICLE 23: JURY DUTY

Section 1. An employee serving on jury of a Federal or State court shall be granted leave from City employment to the extent required by such service and shall be paid during such leave the difference between his/her regular salary and the amount paid by the Court for such duty. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing date and time served and the amount of jury pay received.

ARTICLE 24: MILEAGE ALLOWANCE

Section 1. Employees required to use their private vehicle for Police Department business, responding to call out, shall be compensated at a rate set by the Internal Revenue Service.

ARTICLE 25: UNIFORMS AND EQUIPMENT

Section 1. The Employer shall provide each new officer who is required to wear a uniform three (3) complete uniforms in good condition. Replacement of uniforms and/or equipment, in whole or in part, shall occur as needed. The officer shall certify to the Chief or his/her alternate that such replacement is necessary, and the Chief shall issue a purchase order for the required items. The City shall provide dry cleaning for one complete uniform per week at a location designated by the City.

\$600 per person per year will be maintained in an account to be administered by the Chief for plain clothed officers. These funds can be spent upon the Chief's approval (cleaning will be paid only for department issued uniforms).

ARTICLE 26: WORKING OUT OF CLASSIFICATION

Section 1. Any regular full-time employee who is assigned, in writing, to perform substantially all the duties of a budgeted position in a higher classification for two (2) or more consecutive days shall receive an additional four percent (4%) for the duration of the assignment retro to the first day assigned.

ARTICLE 27: EMPLOYEE DISCIPLINE/TERMINATION

Section 1. It is hereby recognized and agreed that the Employer has the right to discipline an employee for reasonable and just cause.

Section 2. The Employer may use a written warning in lieu of disciplinary action to advise the employee of inappropriate conduct or of violation of rules. Written warnings shall be placed in the employee's personnel file, provided that if the employee has only (1) written warning in a period of twelve (12) consecutive months, that written warning shall be removed at the end of the referenced time. However, if any incident occurs which results in a second written warning within twelve months from the first written warning, then both warnings and all subsequent warnings will be kept in the employee's file for three (3) years from the date of the first written warning of the series. Except as provided above, any references to written warnings after one year of issue shall be limited to evidentiary showings of patterns of conduct of the employee.

Section 3. The Employer may take disciplinary action by written reprimand, suspension without pay, demotion or discharge. Employees shall be given an opportunity to review and comment upon all disciplinary letters or performance evaluations that are placed in their personnel files. The employee shall be requested to sign the disciplinary letter or performance evaluation. Signature thereon shall not be construed as admission of guilt or concurrence with the disciplinary action or performance evaluation, but rather as an indication that the employee has seen and comprehends the nature of the disciplinary action or performance evaluation. Refusal by the employee to sign shall be noted on the document by the employer.

Section 4. Copies of all letters of warning or disciplinary action shall be given to the employee at the time the action is taken or shortly thereafter and notice of such action shall be forwarded to the Association.

Section 5. An employee suspended without pay may request to:

1. Forfeit annual leave,
2. Forfeit compensatory time off,

Section 6. The employer shall not seek to have an employee's certification revoked until all legal appeals to discipline are concluded.

ARTICLE 28: INVESTIGATION POLICY

Section 1. The powers and duties of the employee employed at a law enforcement agency involve them in many contacts with members of the public and questions are bound to arise as to the nature of such contacts, which questions require immediate investigation by superior officers who have been authorized to make such investigations by the Chief of Police. Such investigations shall be conducted under the following general guidelines.

- A. Allegations which, if true, would make the law enforcement officer guilty of a felony, misdemeanor, or subject the employee to Departmental discipline, shall be investigated with all prudent speed. The employee shall be advised of the facts of such allegation as soon as reasonably practical to do so without jeopardizing the accuracy and thoroughness of the investigation. The officer shall not thereafter contact the originator of the complaint nor any potential witnesses without prior permission of the Chief, except for any unpreventable contacts that occur during normal duty periods.
- B. The officer shall be given advance notice of not less than twenty-four (24) hours, if possible, prior to the initial interview commencing, unless a delay in conducting the interview would jeopardize the successful accomplishment of the investigation.
- C. Questioning of the officer shall be with full regards to his Constitutional Rights. If the allegations amount to a charge that the officer is guilty of a crime, he shall be fully advised of his Constitutional Rights. The Employee shall have the right to retain an attorney of his own choosing, and such attorney and/or a representative of the Association shall have the right to be present during any questioning, but he shall not participate except to advise the employee of his Constitutional Rights.
- D. Questioning of an employee accused of misconduct shall not be overly long and he/she will be entitled to reasonable intermissions for personal necessities, meals, telephone calls and rest periods.
- E. It is understood that under State law, no officer may be required to take any polygraph test as a condition of continued employment, though he may request a polygraph test. If one is requested by the employee, it shall be taken by an independent agency mutually agreed upon by the Association and the Chief at City expense. If an employee refuses to take a polygraph test, this refusal shall not be held against him by the appointing authority or the Chief in determining upon proper disposition of the complaint.
- F. If the employer proceeds in the disciplinary process following the investigation, the Employer shall provide the Employee and Association with copies of all of the investigation materials at least one (1) week before the *Loudermill* hearing.
- G. Nothing herein shall be construed to interfere with or add to or subtract from the rights of the Employer and Employee under the provisions of Chapter 41.14 RCW and the rules and regulations adopted pursuant thereto.

ARTICLE 29: ASSOCIATION BUSINESS LEAVE

Section 1. Employees elected to Association Office shall be granted time off to perform their functions, including attendance at conventions, conferences, and seminars. The Employer agrees to allow use of vacation and/or compensatory hours for this leave.

ARTICLE 30: SHIFT EXCHANGE

Section 1. Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Police Department nor result in overtime pay or time off accrual. Such shift exchange shall be requested on a shift change request form signed by both employees. This request must be approved in advance by the Chief or his representative and shall be limited to no more than two (2) consecutive shifts. Both shift exchanges shall be completed within thirty (30) calendar days.

ARTICLE 31: OUTSIDE EMPLOYMENT

Section 1. An employee who chooses to have an additional job, contractual commitment, or self-employment may do so provided he or she obtains prior approval from the Police Chief, who shall use the following criteria in determining whether to approve or deny the request. Approval will be granted unless such work will:

- a) Result in a conflict of interest with the Department, or
- b) Result in outside work during the employee's work shift, or
- c) Involve the use of City equipment or resources, or
- d) Seriously infringe on an employee's ability to satisfactorily perform his/her regular job assignment.

Section 2. An employee seeking permission to either perform outside employment or change that employment shall apply in writing to the Police Chief for approval. Such application shall be approved or denied within two weeks. If outside employment has been approved or permitted by the City prior to this agreement, and it appears later that such work would not be approved under this provision, prior approval may be revoked. The employee shall receive at least fourteen (14) calendar days advance notice of such revocation with a written explanation from the Employer relative to the reasons why the decision to revoke was made.

Section 3. Employer denial of work requests, contracting out for services, or revocation of existing work being performed by an employee may be adjudicated under the grievance process.

DATED THIS 16th DAY OF December, 2021.

FOR:

FOR:

CITY OF WASHOUGAL

WASHOUGAL POLICE OFFICERS
ASSOCIATION

DocuSigned by:
David Scott
7A677B6C4643407...

City Manager

DocuSigned by:
Don Ferguson
26FA618915DE404...

Association Representative

Association Representative

Association Representative

Association Representative

Association Representative

2021							
	Pre-Academy	Academy	Hire/FTO	1 Year	2 Years	4 Years	6 Years
Patrol	5627.74	5940.40	6253.05	6441.76	6635.95	7039.52	7250.24
Sergeant			7239.22	7458.22	7681.34	8149.63	8393.42

2022							
	Pre-Academy	Academy	Hire/FTO	1 Year	2 Years	4 Years	6 Years
Patrol	5880.99	6207.72	6534.44	6731.64	6934.57	7356.30	7576.50
						Promotion	2 Years
Sergeant						8516.36	8771.12

2023							
	Pre-Academy	Academy	Hire/FTO	1 Year	2 Years	4 Years	6 Years
Patrol							
	2022 wages plus 100% of CPI (June to June West B/C all Urban Consumers)					Promotion	2 Years
Sergeant	with minimum of 2% and a maximum of 4%.						

2024							
	Pre-Academy	Academy	Hire/FTO	1 Year	2 Years	4 Years	6 Years
Patrol							
	2023 wages plus 100% of CPI (June to June West B/C all Urban Consumers)					Promotion	2 Years
Sergeant	with minimum of 2% and a maximum of 4%.						