



# OLYMPIA POLICE LIEUTENANTS' ASSOCIATION

Effective January 1, 2025 – December 31, 2026

## [Abstract](#)

This contract is an agreement between the Olympia Police  
Lieutenants' Association and the City of Olympia

**CONTRACT**  
**By and Between**  
**CITY OF OLYMPIA**  
**And**  
**OLYMPIA POLICE LIEUTENANTS' ASSOCIATION**

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## **Preamble**

- A. This contract is made and entered into at Olympia by the City of Olympia, Washington, hereinafter referred to as the "City" and the Olympia Police Lieutenants Association, hereinafter referred to as the "Lieutenants Association".
- B. The purpose of this document is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours, and conditions of employment.

## **Article 1 GENERAL**

- A. The Lieutenants Association agrees and represents to the City that the Lieutenants Association is duly authorized and empowered to contract for and on behalf of all employees in the bargaining unit and represents that it and its members will faithfully and diligently abide by and be strictly bound by all of the provisions of this Contract as herein set forth. The parties agree that in conferences and negotiations, the Lieutenants Association will represent all employees in the bargaining unit.
- B. The City, agrees, and represents to the Lieutenants Association that the City under the express limitations of this Agreement is duly authorized and empowered to contract for and on behalf of the City and for itself represents that it will faithfully and diligently abide by and strictly be bound by all of the provisions of this Contract as herein set forth.
- C. The parties are committed to a relationship of openness and communication and recognize the importance of collaboratively resolving issues in the Department. The parties recognize the importance of working together cooperatively in jointly seeking to improve the Department.

## **Article 2 RECOGNITION**

The City recognizes the Lieutenants Association as the sole and exclusive bargaining representative for all full-time Lieutenants of the City of Olympia Police Department for the purpose of representation and collective bargaining with regard to matters pertaining to wages, hours, and conditions of employment. Any agreements or MOU's made between the Lieutenants Association and the City shall be signed by the Lieutenants Association President or designee and one other elected Lieutenant. The City agrees to notify the Lieutenants Association not less than 30 days in advance of changes or public hearings affecting working conditions of any employee covered by this Agreement, except in emergency situations and provided that the City is aware of the changes or public hearings.

## **Article 3 EMPLOYEE RIGHTS**

Employees subject to this Agreement shall have the right of self-organization, to form or join labor organizations, and to bargain collectively through representatives of their own choosing.

## **Article 4 MANAGEMENT RIGHTS**

The Lieutenants Association recognizes the prerogative of the City to manage or administer the Police Department in accordance with its responsibilities, powers, and authority, subject to other provisions of this Agreement. City prerogatives include, but are not limited to, the following items:

1. The right to establish reasonable rules and regulations;
2. The right to determine methods of operation and the introduction of new equipment;
3. The right to discipline, discharge, or suspend employees for cause;
4. The right to determine schedules of work and to establish the methods and processes by which work is to be performed;
5. The right for the City, at its sole discretion, to place an employee on paid administrative or critical incident leave.
6. The right to take any action as may be necessary to carry out the mission of the City and the Department in situations of civil emergency as declared by the Emergency Management Director, Mayor, Governor, or President of the United States.

## **Article 5 STRIKES PROHIBITED**

A. The Lieutenants Association and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage or slowdown, or any other restriction of work at any location in the City. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Lieutenants Association or any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken at the option of the City (provided that a challenge to the discipline is subject to the grievance and arbitration provisions of this Agreement) and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the City.

B. In the event of a strike, work stoppage, slow-down, observance of a picket line or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Lieutenants Association will, within one hour of notification by the City, attempt to secure an orderly return-to work within two hours of such notification. This obligation and the obligations set forth in Section A above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provisions of this Agreement.

## **Article 6 LIEUTENANTS ASSOCIATION ACTIVITIES**

A. The Lieutenants Association's president or grievance committee chair may briefly discuss grievances or potential grievances with Lieutenants Association members on City time provided that they shall make arrangements to meet with the grievant on off-duty time to discuss the matters in detail. Official representatives of the Lieutenants Association shall be given time off with pay to attend meetings with City representatives including but not limited to meetings concerning grievances. Lieutenants Association representatives shall provide the City forty-eight (48) hours notice of the need to attend such meetings whenever reasonably possible. A maximum of three Lieutenants Association representatives shall be released with pay to attend bargaining negotiations with the City. The parties will work together to minimize the impact of negotiations on departmental operations.

B. The Lieutenants Association agrees that its officers, agents, affiliated organizations, and members of the bargaining unit will not solicit merchants, businesses, residents, or community members located within the City of Olympia for contributions, donations, or to purchase tickets for any Lieutenants Association-sponsored performance or advertising in any Lieutenants Association or Lieutenants Association-related publication or associate memberships in the Lieutenants Association or any Lieutenants Association-related organization without thirty (30) days prior written notice to the City Manager. Such notice shall include the dates such activity shall begin and end, the entities involved in such fundraising, and the methods to be employed in the specific campaign.

C. Payroll Deduction – Upon receipt of a voluntarily signed authorization by an employee covered by this Agreement, the City shall deduct from the employee's wage the regular monthly Lieutenants Association membership dues payable to the Lieutenants Association during the period. The City shall remit said monthly dues to the Lieutenants Association on a monthly basis.

E. Neutrality – The City shall remain neutral when communicating with employees about union membership and direct employees to discuss union membership with Lieutenants Association officials or representatives.

## **Article 7 GRIEVANCE PROCEDURE**

A. The purpose of this procedure is to provide for an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedures, and there shall be no suspension of work or interference with the operations of the Department. Meetings or discussions involving grievances or these procedures shall occur outside of regular working hours unless otherwise mutually agreed.

B. For the purpose of this Agreement, a grievance is defined as only those disputes involving the interpretation, application, or alleged violation of any provision of this Agreement and other written Agreements between the City and the Lieutenants Association. Newly hired probationary employees shall not have access to the grievance procedure for Grievances related to disciplinary actions.

C. Steps in the grievance procedure

Step 1. The grievant employee or the Lieutenants Association shall present the grievance within fourteen (14) calendar days of its alleged occurrence to a Division Head, who shall attempt to resolve it and shall respond to the grievance within seven (7) calendar days after receipt of the grievance.

Step 2. If the grievant employee or the Lieutenants Association is not satisfied with the solution of the Division Head, the employee or Lieutenants Association shall submit written notice to the Chief of Police, or designee, and a copy to the Lieutenants Association including: (1) statement of the grievance and relevant facts, (2) specific provision(s) of the contract violated, (3) remedy sought, and (4) reasons for dissatisfaction with the Division Head's solution within ten (10) calendar days of the date of the Division Head response. The Chief of Police, or designee, shall attempt to resolve the grievance within fourteen (14) calendar days after receipt of the grievance.

Step 3. If, after seven (7) calendar days from the date of the Chief's response, the grievance remains unresolved, the written grievance, as set forth in Step 2, may be presented to the City Manager, or their

designee, who shall respond to the grievance in writing within twenty-one (21) calendar days from the date of receipt, with a copy to the Lieutenants Association.

Step 4. If, after thirty (30) calendar days from the date of the City Manager's response, the grievance remains unresolved, the grievance, as set forth in writing in Step 2, may be submitted to an arbitrator at the discretion of the Lieutenants Association, in accordance with the following procedures:

a. A Lieutenants Association Representative and the City Manager, or their designee, shall communicate within seven (7) calendar days after notice of arbitration has been given to select an arbitrator. If the parties mutually agree, they may choose a mediator prior to submission to arbitration. The mediator may be selected by mutual agreement. Nothing said or done by the mediator or any party in the mediation or settlement discussions may be referenced or introduced into evidence at the arbitration hearing. If mediation does not result in a settlement, the parties may proceed to arbitration as provided in this Article. If the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to provide a list of nine (9) names from the Northwest Region and the parties shall alternately strike one name from the list until only one name remains. A coin toss shall determine the party striking the first name. The one name remaining shall be the arbitrator.

b. It shall be the function of the arbitrator to hold a hearing at which the parties may submit their cases concerning the grievance. The hearing shall be kept private and shall include only such parties in interest and/or designated representatives. The arbitrator shall render a decision within thirty (30) calendar days after such hearing. The power of the arbitrator shall have no authority to alter, modify, vacate or amend any terms of this Agreement. The decision of the arbitrator within these stated limits shall be final and binding upon the parties to the grievance provided the decision does not involve action by the City which is beyond its jurisdiction. Neither the arbitrator nor any other person, or persons, involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provision of this Agreement.

c. The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own legal representatives, attorneys, and expert witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of such record.

d. In case of a grievance involving any continuing or other money claim against the City, no award shall be made by the arbitrator, which shall allow any alleged accruals prior to thirty (30) days prior to the date when such grievance shall have first been presented.

e. In the event the arbitrator finds that they have no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

D. Election of Remedies – An employee may either refer the discipline to arbitration or appeal said discipline to the Civil Service Commission by notifying the other party of its intent to appeal the grievance. In the case of disciplinary actions appealable to the Civil Service Commission and grievable under the terms of this contract, a written election of remedies shall be made after receipt of the Step 3 response. An employee may elect to either, pursue an appeal to the Civil Service Commission or continue with the contractual grievance procedure,

but not both. If mutually agreed, time limits will be extended to complete a reasonable investigation before the election of remedies is made.

E. Any and all time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Failure of the employee to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of that specific grievance.

## **Article 8 OUTSIDE EMPLOYMENT**

Permission to work at outside employment while an employee of the City must be approved in writing by the Chief of Police, or their designee. Outside employment will be approved if the following five conditions are met:

1. Be compatible with the employee's City duties.
2. In no way detract from the efficiency of the employee in City duties.
3. In no way be a discredit to the City or the Police Service.
4. Not take preference over extra duty required by City employment.
5. Not involve the use of Department uniforms or equipment unless authorized in writing by the Chief of Police, or their designee.

It is understood that the Chief of Police, or their designee, after conferring with the Lieutenant and allowing a reasonable amount of time to resolve any conflict with the above criteria, may upon reasonable grounds revoke or restrict permission to hold outside employment.

## **Article 9 SALARIES**

### **A. Basic Salaries**

1. Overall Approach and Philosophy: The City wants to encourage uniformed police officers, sergeants, and lieutenants to take on leadership roles through promotion and to recognize the value of the management role in the success of the Police Department. Lieutenants provide oversight, judgment, and leadership that drive the culture and effectiveness of the city and its police resources. It is recognized that there should be an appropriate difference in pay between the ranks. Employees covered by this Agreement shall be compensated in accordance with the salary schedule identified below, with the 2025 salary schedule retroactive to January 1, 2025.

Effective January 1, 2025 Olympia Police Lieutenants will be paid a differential amount defined in Article 9.A.3

2. Police Sergeant Base Pay Defined: The differential will be added to a combination of the top step Police Sergeant pay plus the percent deferred compensation allowed in the Police Sergeant Association contract.
3. Differential: The differential for Lieutenants will be 30% above Sergeant base pay as defined in item 2 above.
4. Education Incentive: Lieutenants may earn an additional 2% education incentive pay for a Master's degree.



5. Longevity: Lieutenants will receive longevity pay under the criteria set forth in Appendix B attached. The schedule reflects the years of service the employee is currently in, not the years of service completed.

- B. Maintenance: Pay calculations will be adjusted annually based upon changes to the Olympia Police Sergeant Association contract, based upon a combination of top-step Police sergeant base pay ,deferred compensation, and longevity. In years where the Sergeant's contract negotiations extend beyond the December 31st contract expiration date, the Lieutenants will receive, effective January 1<sup>st</sup>, the same general wage increase percentage as independent employees. The City will make any further adjustments necessary to maintain the agreed-upon differential shown in Section 9.A.3 upon executing the new Police Sergeant Contract by the City and the Sergeant Association.
- C. Out of Classification: A Lieutenant is assigned to temporarily perform the duties and responsibilities of a Deputy Chief longer than one eight-hour shift and less than eight days shall be compensated at a rate of pay equal to 7 % of the Police Lieutenant base pay, including any special pay.

A Lieutenant is assigned to temporarily perform the duties and responsibilities of a Deputy Chief longer than seven (7) days shall be compensated at the rate of the Deputy Chief, including any Deputy Chief special pay (e.g., physical fitness).

- D. Direct Deposit: All regular paychecks will be directly deposited to the bank account of the employee's choice.

## **Article 10 HOURS OF WORK**

Lieutenants shall generally work forty (40) hours per week schedules. Furthermore, the management nature of their position qualifies as an exemption under the Fair Labor Standards Act, and thus Lieutenants are salaried employees who are not paid overtime.

It is recognized that Lieutenants will be required to spend additional time over and above their regular work week engaged in activities for the city. The parties recognize that Lieutenants are employed to do management duties and work a set schedule. It is understood that this Agreement shall be interpreted and applied in a manner that ensures, to the fullest extent possible, the exempt status of Lieutenants.

Based on the exempt status of the Lieutenant position, the parties agree that the Lieutenants shall have a reasonable degree of flexibility in regard to their individual work schedules as approved by the Chief of Police, or their designee. Lieutenants may be allowed to flex their schedules consistent with the department's operational needs.

## **Article 11 ANNUAL LEAVE**

### **A. Scheduled Annual Leave**

1. Lieutenants shall accrue annual leave in accordance with the schedule set forth in Appendix C. The schedule reflects the years of service the employee is currently in, not the years of service completed.

2. There is no cap on annual leave during the calendar year, but an employees accrued annual leave will be reset at a maximum of nine hundred and sixty (960) hours on January 1st, of each year. If an employee's annual leave balance, at the end of the year (December 31st, at midnight), is less than nine hundred and sixty (960) hours there will be no reset. Except for illness, injury, or death, the maximum number of hours that can be cashed out will remain at four hundred eighty (480) hours.

3. When an employee is terminated, accrued annual leave up to a maximum of four hundred eighty (480) hours shall be paid to the employee at the employee's current regular rate of pay and all add pays. If the employee is deceased, accrued annual leave up to a maximum of nine hundred sixty (960) hours shall be paid to the employee's estate. The employee may elect to have any amount up to four hundred eighty (480) hours paid into their HRA VEBA account upon separation from the department. Lieutenants who are newly hired to the City and on probation are not eligible for annual leave cash out if they do not complete their probationary period with the City.

4. Scheduling of leave (vacation) shall be based first upon the convenience of the operations of the City, as determined by the City, and secondly upon time in grade.

5. Upon mutual acceptance of this contract, all sick and vacation leave shall be converted to a single annual leave bank. Employees with combined leave hours in excess of nine hundred sixty (960) hours shall have the option to have the excess hours paid out at a rate of one to four, with a maximum of one hundred (100) hours, to their HRA VEBA account, or remain in their leave bank until December 31<sup>st</sup>, 2025, at which point their bank will be reduced to nine hundred sixty (960) hours.

B. Unscheduled Annual Leave (Sick Leave)

1. Sick leave banks shall be converted to annual leave upon mutual agreement of this contract.

2. Annual leave shall not accrue during leaves of absence without pay or layoffs.

3. Unscheduled annual leave (sick leave) with pay shall be granted only for the following reasons:

a. Personal illness or physical incapacity resulting from causes beyond the employee's control;

b. Enforced quarantine of the employee by physician;

c. Illness within the immediate family (mother, father, spouse, domestic partner, brother, sister, children, domestic partner's children, mother-in-law, father-in-law, domestic partner's parents, son-in-law, daughter-in-law, grandparent, grandchild, domestic partner's grandchild or any person considered in loco parentis) of the employee requiring the employee's presence. If the Division Head feels that it is appropriate, the employee may be requested to provide documentation that the illness does in fact require the employee's presence and such documentation will be at the City's expense;

d. Medical or dental treatment for the employee or within the immediate family of the employee as defined above, requiring the employee's presence. If the Division Head feels that it is appropriate, the employee may be requested to provide documentation of such medical treatment

or of the need for the employee's presence and that such documentation will be at the expense of the City.

4. When an employee goes on unscheduled annual leave (sick leave), they must notify their supervisor within one (1) hour prior to the time they are required to report to work. Failure to do so may result in denial of leave pay. To receive leave pay in excess of three (3) working days, the employee must present a statement by a physician certifying that the employee's condition prevents them from performing the duties of their position during the period of illness. Expenses to obtain the certifying statement will be paid by the City.

5. However, this requirement may be waived by the Division Head, or their designee. In addition, a physician's statement, at the City's expense, may be required for sick leave of less than three (3) days duration. If a physician's statement certifying that an employee is not fit for work is required, and if the employee fails to supply it, the lost time shall be disallowed as sick leave and must be taken without pay.

If authorized leave is taken after an employee has expended all paid leave benefits, at the employee's option the lost time must be taken without pay.

6. Absence for part of a day for reasons in accordance with the leave provisions shall be charged against accrued leave in an amount not less than one-quarter hours. Holidays and other regular days off shall not be charged against paid leave.

7. If a LEOFF II employee is absent due to illness or injury in connection with their employment with the City, for which they receive payment from State Industrial Insurance, the City's supplemental payment shall be as provided for under State law. Paid leave shall be charged on a pro-rata basis in this case until exhausted up to the employee's regular pay as defined by State law. It is understood that annual leave, shall not accrue while an employee is receiving the LEOFF II time loss supplement as required by State law.

8. Unscheduled annual leave (sick leave) is primarily intended to be used for rest and recuperation from illness or injury. Any abuse of paid leave privileges, such as working at another job while drawing sick leave pay from the City, will result in the loss of paid leave for the lost time and will serve as grounds for disciplinary action.

#### C. Sick Leave Without Pay

1. Upon application of probationary or permanent employee, a leave of absence without pay may be granted by an appointing authority for a period of disability due to sickness or injury.

2. Such leave may be limited to twelve (12) months. The appointing authority, or the City Manager, may, from time to time, require that the employee submit a certificate from the attending physician or from a designated physician. In the event of a failure or refusal to supply such certificate or if the certificate does not clearly show sufficient disability to preclude the employee from the performance of their other duties, the appointing authority may cancel such sick leave without pay and require the employee to report for duty on a specified date.

3. Sick leave without pay shall be granted only after all accrued annual paid leave and sick leave have been exhausted.
4. An employee may continue to purchase medical insurance through the City during sick leave without pay provided such purchases are permitted by the City's insurance carrier and provided further that the employee pays for all premium costs of such insurance.
5. The appointing authority may terminate an employee if, at the end of the twelve (12) months of unpaid sick leave, they are unable to resume their duties.

#### D. Compassionate Leave

Permanent fulltime employees shall be allowed up to three (3) consecutive work days leave with pay in the event of a death in the employee's immediate family (father, mother, spouse, domestic partner, brother, sister, children, domestic partner's children, mother-in-law, father-in-law, domestic partner's parents, son-in-law, daughter-in-law, grandparent, grandchild, domestic partner's grandchild, or any person considered in loco parentis, and person living in household). In extraordinary circumstances, additional time off may be approved by the Chief of Police, or their designee, and charged to annual leave.

#### E. Family and Medical Leave

Family and medical leave shall be granted as required under the Family and Medical Leave Act (FMLA) and the current [City Policy](#).

In accordance with state law, an employee eligible for sick leave or other paid time-off under the State Family Care Act, shall be allowed to use any or all of the employee's choice of sick leave or other paid time-off including comp time for an illness or accident, disability (including maternity), or qualifying illness or disability of a qualified family member. As defined in RCW [49.12.270](#) as amended, qualified family members are limited to children, spouse, parent, parent-in-law, or grandparent.

Employees, at the direction of the Chief of Police, or their designee, may further be required to obtain a physician's verification of illness/injury when their illness, injury, or disability or the care of a qualified family member requires them to be absent from work, in accordance with state law. Documentation would be routed to and maintained in confidential files in Human Resources Department.

## Article 12 PAID HOLIDAYS

The following holidays are recognized and observed by the City as paid holidays for permanent full-time employees:

New Year's Day	January 1st
Martin Luther King's Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Fourth Monday in May

Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	The day after Thanksgiving Day
Christmas Day	December 25th

**1.** Any holiday which falls on Sunday shall be observed on the following Monday. Any holiday which falls on Saturday shall be observed on the preceding Friday.

**2.** In addition to the above listed holidays, each employee who has been employed by the City for at least six (6) months may select one (1) non-cumulative floating holiday each calendar year, according to the provisions of the City Policy 10, to be scheduled with the permission of the Chief of Police, or their designee. This floating holiday may be used at the employee's choice for illness within the immediate family.

**3** City employees shall receive one (1) additional personal holiday in the following calendar year if the City as a whole reaches Well City Status in the previous calendar year of the contract.

## **Article 13 JURY SERVICE**

An employee shall continue to receive their regular salary for any period of required service as a juror.

## **Article 14 UNIFORMS**

The City shall provide a complete uniform for each Lieutenant. The City shall replace components of the uniform when necessary.

A. Cleaning Allowance: Lieutenants will receive an annual uniform cleaning allowance totaling \$725.00, paid quarterly.

B. Clothing Allowance: Lieutenants working assignments in Investigations and Professional Standards where the majority of their work is in professional business attire will receive an annual clothing allowance totaling \$800.00 paid quarterly.

C. Boot Allowance: The City agrees to pay each Lieutenant an allowance of \$200.00 during the month of January of each year for the purchase or repair of appropriate shoes or boots to be worn on duty. This allowance is considered a taxable fringe benefit and as such will be treated as income and taxable under applicable federal laws.

D. Reimbursement: Employees who suffer a loss or damage to clothing and/or personal property shall be reimbursed for such loss or damage by the City, but in no case shall such reimbursement exceed two hundred dollars (\$200.00) per occurrence. Members shall refer to City of Olympia policy regarding damaged prescription personal items, such as prescription eyewear, hearing aids, etc.

## **Article 15 BENEFITS AND RETIREMENT**

A. For 2025 – 2026 Health and Welfare benefits are available through the Association of Washington Cities (AWC) Benefit Trust are the Regence HealthFirst 250 Plan and Kaiser Permanente \$20 Co-pay Plan.

1. The City will pay 95% of the cost of medical insurance for regular full-time employees and 85% of the cost of medical insurance for employee spouse and dependents, for employees in Insurance Plan 1.
2. The City shall designate Medical Insurance Plan 1 for employees hired prior to January 1, 2013, and Plan 2 for employees hired on or after January 1, 2013. For Insurance Plan 2 the City will contribute 95% of the employee cost of the lowest base medical premium and 85% of the cost of the lowest base medical premium for spouse and dependents. The employee may elect either insurance option but the employee shall pay any cost in excess of the lowest base plan premium through payroll deduction.
3. Employees who are currently in one of the insurance plans and opt-out of the City's Medical Insurance Plan shall receive \$250.00 per month in lieu of any City provided medical insurance benefits, provided Federal or State law allows. Any new hired full-time employee will be given the opportunity to opt-out of insurance coverage upon proof of insurance coverage. However, if a married employee couple (except for currently participating employees as of July 1, 2016) is covered by City insurance, neither employee may receive the \$250.00 opt out provision for refusing the City's insurance.
4. To ensure the City is maximizing its City provided benefits, it is important to treat employees fairly and ensure employees understand their coverage. Accordingly, the City through its insurance provider may conduct a Dependent Eligibility Audit.
5. The following terms shall apply:
  - a. Dental – The City agrees to pay the full family premium for Delta Dental Plan E and Orthodontia Plan 3. Employees who opt-out of the City's dental plan shall receive \$30.00 per month in lieu of any City provided dental plan, provided Federal or State law allows.
  - b. Vision – The City will pay 100% of the premiums for regular full-time employees and dependents for the Vision Service Plan - \$25.00 Deductible, and the Orthodontia Plan III.
  - c. Disability Plan – The City shall pay for a long-term disability plan providing, at a minimum, 50% base salary replacement (to a maximum of \$10,000 monthly salary) and a 180-day waiting period. The plan will offer employees a provision to "buy up" to enhance the benefit at their own expense.
  - d. Life Insurance – The City agrees to provide life insurance coverage of one hundred fifty thousand (\$150,000) for each employee, one thousand dollars (\$1000) for a spouse and each dependent child, and to make available through payroll deduction additional life insurance coverage for spouses and dependents of employees.

- e. VEBA – In exchange for the Lieutenants remaining on Insurance Plan I/II consistent with independent employees, the City will contribute \$25/month into a VEBA plan administered by HRA VEBA. The contributions will be paid monthly by the City in the first payroll processing of the month. Each Lieutenant will contribute (\$75 month) into a VEBA plan administered by HRA VEBA. The contributions will be made through payroll deduction during the first payroll processing of the month.
  - 6. Regular Full-Time Employees: The above benefits and levels of coverage shall be applicable to all Regular employees in the bargaining unit in accordance with [Article 7](#). New employees shall be allowed one (1) week in which to determine which carrier's coverage they want.
  - 7. Employees may, at their option, participate in the City's Flexible Spending Account program (IRS Code Section 125 account).
  - 8. The Washington State Paid Family and Medical Leave (PFML) program is funded through premiums collected by Employment Security Department (ESD) via payroll deductions and City contributions. The premium rate is established by law; employees are currently responsible for two-thirds of the total premium amount. Should the State in the future modify the PFML premium rate or the percentage of premiums subject to collection through payroll deduction, the City will modify payroll practices to reflect those statutory changes.
- B. Other: The City shall pay for Hepatitis A, B, DPT and tetanus inoculation for all employees potentially exposed to those diseases.

## **Article 16 PHYSICAL FITNESS**

- A. The Olympia Police Lieutenants Association and the City of Olympia hereby agree that the City may implement voluntary physical fitness standards for employees. Specifically, the City and the Lieutenants Association agree:
- 1. The Lieutenants Association shall not object and shall agree to the implementation of voluntary physical fitness standards set forth in Appendix A.
  - 2. In the event the City's physical fitness standards are found to violate State or Federal law, or the Constitution of the State of Washington or the United States, the City agrees to hold the Lieutenants Association (as a legal entity) harmless for any claims or damages arising from physical fitness testing of employees provided that the City need not indemnify or hold the Lieutenants Association harmless for any dishonest, fraudulent, criminal, or malicious act. In addition, either party may reopen negotiations on physical fitness standards in order to amend the standards to comply with legal requirements.
  - 3. The Lieutenants Association recognizes the City's right to amend entry level physical fitness hiring standards without bargaining with the Lieutenants Association. The City recognizes the Lieutenants Association's right to bargain over any proposed changes in the physical fitness standards for employees.
  - 4. Any dispute involving the interpretation, application, or alleged violation of any provision of this article will be subject to the grievance procedure of the parties' collective bargaining agreement.

## **Article 17 DISCIPLINE AND DISCHARGE**

Discipline, including oral reprimand, written reprimand, suspension, demotion, reduction in salary, discharge, or other disciplinary sanction, shall be for just cause.

Disciplinary action which results in loss of pay shall be subject to the grievance procedure (up to and including arbitration) set forth in Article 7. Disciplinary action which does not result in loss of pay (oral reprimand and written reprimand) shall be subject to the grievance procedure set forth in Article 7, but may not be taken to arbitration under Step 4 of Article 7. Provided, however, that in a grievance concerning disciplinary action which results in a loss of pay and which is based in part on the issuance of a prior reprimand, the employee shall be entitled to challenge the appropriateness of the prior reprimand in the grievance concerning discipline which resulted in loss of pay.

Submission of any grievance concerning discipline will follow the provisions of the grievance procedure as set forth in Article 7.

## **Article 18 PERSONNEL RECORDS**

A. A "personnel file" shall be defined as any file maintained by the City or Department (including managers) pertaining to the bargaining unit member's employment status, work history, training, disciplinary records, or other personnel related matter pertaining to the bargaining unit member. It is further understood that a personnel file does not include material relating to medical records, pre-appointment interview forms, Internal Affairs files, or applicant background investigation documents such as, but not limited to, psychological evaluations and polygraph results.

B. Each Lieutenant's personnel files shall be open for review by the Lieutenant at reasonable times and with reasonable notice, provided that Lieutenants shall not have the right to review psychological evaluations or supervisor's notes prepared for the purpose of preparing Lieutenant's evaluations which are destroyed after the evaluation is prepared. The City shall maintain no secret personnel files not subject to inspection.

C. The City will promptly notify a Lieutenant upon receipt of a public disclosure request for information in the Lieutenant's personnel file. The City will also provide at least five (5) business days' notice before releasing any requested documents. The City will allow the employee and the Lieutenants Association the opportunity to legally object to unwarranted disclosures.

## **Article 19 PARKING & VEHICLES**

A. The City shall continue to provide free and reasonably secure parking for personal vehicles belonging to the Lieutenant's Association members immediately before, during, and immediately after the Lieutenant's workday at the workplace. The workday shall include the Lieutenant's regularly scheduled workday, work-related meetings, Lieutenant's Association meetings with City Officials, and court appearances.

Beginning January 1st, 2025, the City of Olympia agrees to budget and maintain enough administrative vehicles for the Lieutenant's use as part of the fleet. Two of the vehicles will be dedicated pursuit-rated vehicles, incident response capable (SUV type with rear access for large incident management). i.e., there should be one dedicated vehicle for each Lieutenant assigned to patrol.



## **Article 20 INDEMNIFICATION OF EMPLOYEES**

The City shall provide legal defense and pay the cost of settlements and judgments for Lieutenants as provided in OMC Chapter 2.70. A member who disagrees with the City Manager's determination under OMC Chapter 2.70 may grieve that determination using the procedure set forth in [Article 7](#) of this Agreement.

## **Article 21 REIMBURSEMENT OF EXPENSES**

The Lieutenants Association agrees to request reimbursement of expenses in accordance with the City's general accounting policies. The City will notify the Lieutenants Association in writing of any changes made to these policies and to discuss issues related to implementation.

## **Article 22 RETIREMENT ID**

The City will issue Retired Law Enforcement Officer Identification Cards consistent with state and federal laws and regulations.

## **Article 23 WORKFORCE MANAGEMENT PLAN**

In the event that workforce changes are necessary because of a fluctuation in city resources, [City of Olympia Policy 24, Workforce Management Plan](#) will be followed to the extent allowed by the labor agreement and the [Civil Service Rules](#). Unless otherwise agreed, the labor agreement and the Civil Service Rules will prevail when there is a difference.

## **Article 24 SENIORITY**

Seniority shall be based upon time in grade in the order of appointment by the Chief of Police. In the event multiple appointments/promotions are made on the same day, seniority will be granted in the order of the list from which they are promoted.

## **Article 25 SAVINGS CLAUSE**

Should any provisions of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

## **Article 26 ENTIRE AGREEMENT**

A. The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no express or implied or oral statements shall add to or supersede any of its provisions.

B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Lieutenants Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter,

even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## **Article 27** TERM

This Agreement shall become effective on, but not earlier than January 1, 2025 upon signing by both parties. It shall remain in full force and effect through December 31, 2026.

IN WITNESS WHEREFORE, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

FOR THE CITY OF OLYMPIA

FOR THE OLYMPIA POLICE LIEUTENANTS  
ASSOCIATION

\_\_\_\_\_  
Steven J. Burney, City Manager

\_\_\_\_\_  
Bryan Wyllie, President

-----  
Paul Frailey, Negotiation Chair

## APPENDIX A                      **Physical Fitness Test**

RELEASE:

I hereby agree to hold the City of Olympia and its employees harmless for any personal injury or damages while participating in activities of the Police Officer Physical Fitness Test. I understand the risks involved and agree to participate voluntarily on duty.

Signature:

Print Name:

### STATION 1 – OBSTACLE COURSE (43 seconds)

Under Barricade

Zig Zag Run

Balance Beam

Number of Attempts

Thirty (30) Yard Run

Pass

Fail

Testing Officer

### STATION 2 – 300 YARD RUN (90 seconds)

Pass

Fail

Testing Officer

### STATION 3 – VEHICLE PUSH – 10 FEET (13 seconds)

Pass

Fail

Testing Officer

### STATION 4 – BODY DRAG – 30 FEET (15 seconds)

Pass

Fail

Testing Officer

The physical fitness test will be conducted in a single session. Moving from one event to another will allow adequate rest between events. Testing is considered on-duty time. Testing will be held during the months of May and June. Employees will be provided at least two opportunities (one in each month) to pass the test during this month. The test will normally be scheduled for a time while employees are on duty.

In the event a member of the Lieutenants Association is injured or ill and unable to attend the annual PAT dates, a makeup will be accommodated upon the employee's full return to duty. That employee's previous year PAT results will extend until the replacement test is given. Lieutenants who successfully complete the test will be provided incentive pay equal to a percent of their base wage as described below which shall be added to their regular paycheck:

<b>Years of Service</b>  (Based on the years of service the employee is currently in; not the year of service completed.)	<b>1 – 10</b>	<b>11 – 14</b>	<b>15 – 18</b>	<b>19+</b>
<b>Incentive Pay</b> (Percentage of Base Salary)	1%	1.5%	2%	2.5%

Such incentives shall be considered earned for the following twelve-month period and must be re-earned each May or June to take effect July 1. In the event the City's physical fitness standards are found to violate State or Federal law, or the Constitution of the State of Washington or the United States, and the test is no longer administered for this or any other reason, the City agrees to pay the premiums in the table above, minus 1%, of the Lieutenant's base wage to all Lieutenants.

## APPENDIX B

Years of Service	1-6	7-10	11-14	15-18	19-22	23-25	26+
% Base Pay	0%	1.5%	4.5%	6%	8%	9%	10%

## APPENDIX C

Annual leave shall be based on the following schedule:

Years of Service	Days
1	22
2	24
3-4	25
5-7	26
8-10	27
11-13	28
14-16	29
17-19	31
20-22	33
23+	35

## APPENDIX D

## LIEUTENANTS BILL OF RIGHTS

### Bill of Rights

1. Lieutenant Rights:

It is agreed that the City has the right to discipline, suspend, or discharge any employees for just cause.

2. Bill of Rights:

- a. In an effort to ensure that investigations made by an officer or agency as designated by the Chief of Police of the Police Department are conducted in a manner which is conducive to good order and discipline, the employees shall be entitled to the protection of what shall hereafter be termed as the "Lieutenants Bill of Rights." Nothing in this Article shall be constructed so as to prevent the interviewing by supervisory personnel of their subordinates as necessary for the conduct of department business. These guidelines apply whenever the Department decides to conduct an investigation of an employee, and that the results of the investigation can reasonably lead to discipline of the employee. Lieutenants recognize the need to clarify citizen inquiries and complaints in a timely fashion.
- b. Every Lieutenant who becomes the subject of an internal investigation shall be provided a copy of the complaint if written or a written summary of the complaint if it is not available.
- c. Any employee who becomes the subject of a criminal investigation shall have all rights accorded by the State and Federal constitutions and Washington law.
- d. Forty-eight (48) hours before any interview commences, the Lieutenant shall be informed, in writing, of the nature of the investigation, that they are considered to be a subjects at that stage of the investigation, and provided sufficient information concerning the factual nature or subject of the investigation so as to reasonably apprise the Lieutenant of the specific allegations. A Lieutenant may waive the forty-eight (48) hour requirement in writing. The written notice requirement does not apply to an investigation not reasonably likely to result in an economic sanction, provided that in such instances an employee could assert a right to a forty-eight (48) hour period to consult with a Lieutenants Association representative and prepare for the interview. A Lieutenant who is a witness and is not a subject shall be informed in the same manner as subjects provided that such notice need not be given forty-eight (48) hours in advance, provided further that witnesses retain whatever rights to representation they may be allowed law.
- e. The interview of a Lieutenant shall be at a reasonable hour, preferably when the Lieutenant is on duty, unless the exigency of the interview dictates otherwise.
- f. At the cost of the requesting party, the Lieutenant or City may request that an investigative interview be recorded, either mechanically or by a stenographer. There can be no "off-the-record" questions. Upon request, the Lieutenant under an investigation shall be provided an exact copy of any written statement the Lieutenant has signed or, at the Lieutenant's expense, a verbatim transcript of the interview.

- g. The Lieutenant will be required to answer any questions involving administrative (as opposed to criminal) matters under investigation. Prior to any questioning, the Lieutenant will be notified in writing and acknowledge receipt of the following:

"You are about to be questioned as part of an internal investigation being conducted by the Police Department. You are hereby ordered to answer the questions which are put to you which relate to your conduct and/or job performance, or your fitness for duty, and to cooperate with this investigation. Your failure to cooperate with this investigation can be the subject of disciplinary action in and of itself, including dismissal. The statements you make or evidence gained as a result of this required cooperation may be used for administrative purposes but will not be used or introduced into evidence in a criminal proceeding."

Lieutenants who are subject to a criminal investigation shall be so advised.

- h. Interviewing shall be completed within a reasonable time and shall be done under circumstances devoid of intimidation or coercion. Forty-eight (48) hours prior to all investigative interviews, the Lieutenant shall be afforded an opportunity and facilities to contact and consult with a Lieutenants Association representative before being interviewed, and to be represented by the Lieutenants Association representative to the extent permitted by law. The Lieutenant shall be entitled to such brief intermissions as the Lieutenant shall reasonably request for personal necessities, meals, telephone calls, consultation with their representative, and rest periods.
- i. The Lieutenant shall not be subjected to any profane language nor threatened with dismissal, transfer or other disciplinary punishment as a guise to obtain the resignation of said Lieutenant nor shall the Lieutenant be subjected to intimidation in any manner during the process of interrogation. No promises or rewards shall be made to the said Lieutenant as an inducement to answer questions.
- j. Investigations shall be concluded within a reasonable period of time. Within a reasonable period after the conclusion of the investigation and no later than forty-eight (48) hours prior to a pre-disciplinary hearing, the Lieutenant shall be advised of the results of the investigation and the recommended disposition (which may be a range of possible dispositions) and shall be provided a copy of the complete investigatory file.
- k. All interviews shall be limited in scope to activities, circumstances, events, conduct or actions which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the City from questioning the Lieutenant about information which is developed during the course of the interview.
- l. No Lieutenant shall be requested or required to submit to a polygraph test; nor shall the Lieutenant be dismissed for or shall any other penalty be imposed upon the Lieutenant solely for a failure to submit to a polygraph test. This provision shall not apply to either the initial application for employment or to persons in the field of public law enforcement who are seeking promotion.
- m. When a Lieutenant, whether on or off duty, uses deadly force which results in the injury or death of a person, the Lieutenant shall not be required to make a written or recorded statement for forty-eight

(48) hours after the incident. The affected Lieutenant may waive the requirements to wait forty-eight (48) hours.

- n. Should any section, subsection, paragraph, sentence, clause or phrase in this Appendix be declared unconstitutional or invalid, for any reason, such decision shall not affect the validity of the remaining portions of this Article.

3. Medical or Psychological Examinations:

- a. The City retains the right to require Lieutenants to submit to medical or psychological examinations whenever there exists reasonable cause to believe a Lieutenant is unfit for duty. Any relevant medical history of the Lieutenant which the examining professional conducting a psychological evaluation requests shall be released by the Lieutenant only to the examining professional.
- b. The examining professional shall issue a written report to the City, as the client, provided however, a Lieutenants Association representative with permission of the Lieutenant shall have the right to meet with the examining professional to discuss the evaluation results and provided further that such report shall indicate only whether the Lieutenant is fit or unfit for duty and in the event a Lieutenant is unfit the expected prognosis and recovery period as well as any accommodations which could be made to allow an Lieutenant to return to duty.
- c. If the Lieutenant believes that the conclusions of the examining professional are in error, they may obtain an additional examination at their own expense and the City will provide the examining professional with documents which were utilized by the City's examining professional.
- d. The City will undertake to have the City's examining professional make themselves available to answer appropriate questions by the examining professional who conducts the independent examination.
- e. Should a Lieutenant grieve a disciplinary or discharge action taken as a result of an examination, the City shall allow release of the examination and supporting documents upon which it relies for the action, and all other prior examinations of the Lieutenant.
- f. The Lieutenant making the request for release or transfer of examination materials will execute waiver forms as needed.

**USE OF FORCE**

- 4. **Statement of Purpose.** The parties recognize that adequate training is critical for preventing unnecessary use of force and for minimizing the impact on a Lieutenant who is involved in a situation where force must be used. The Department recognizes that it is its obligation to provide adequate training in this area, including the reactions of Lieutenants in critical instances and in dealing with problems that result after being involved in a critical incident.
- 5. **Procedures.** Any time a major incident occurs involving a use of force by a Lieutenant, as defined in the Department's Policy and Procedures Manual, the following will apply:

5.1 Upon arrival at a scene where use of force has taken place, representatives of the Department shall only request from the Lieutenant that information needed to secure the scene, identify witnesses, and to follow-up and apprehend any perpetrators of the crime who may be at large or other exigent circumstances. The Department will not otherwise question the Lieutenant (s) regarding any information regarding the incident, but will inform the Lieutenant involved in the incident that they have the right to be allowed immediate access to any of the following:

- a. Their spouse;
- b. The Association's attorney and the attorney's agents;
- c. The Lieutenant's personal attorney;
- d. Psychologists, psychotherapists, or ministers depending upon the Lieutenant's choice;
- e. Peer support counselor;
- f. Lieutenants Association Representative.

The Department will notify a Lieutenants Association representative of the incident and allow the Lieutenant to have access to the representative. The Department and the Lieutenants Association shall mutually agree on designated peer support counselors.

5.2 The Department will conduct a thorough and competent investigation of the incident, including using the appropriate techniques for preservation of the scene if relevant where the use of force took place. All reports and findings from this investigation will be immediately made available to the Lieutenants Association upon request. If the Department must preserve a chain of custody for weapon or weapons utilized in the incident, the Lieutenant will be immediately issued replacement weapons unless it is clearly inappropriate to do so.

5.3 The Department will assign an interviewer to interview the Lieutenant. If there are multiple investigators assigned because of the concurrent investigations that are underway, the investigators will coordinate so that one investigator will be primarily responsible for the interview. All attempts will be made to minimize the need for successive interviews.

5.4 No statement will be required within forty-eight (48) hours after the incident. The interview of the Lieutenant involved in a critical situation will be done under circumstances intended to minimize the traumatic effect of the interview on the Lieutenant. The Lieutenant will be given reasonable breaks and periods to prepare for the interview and be given access to the above-listed personnel to be present during the interview upon request. If requested, the interview will be postponed until the Lieutenant has been able to seek a single session of professional counseling before the interview takes place.

5.5 At the discretion of the Chief of Police, the Lieutenant may be placed on paid administrative leave.

5.6 While on administrative assignment, the City will allow access to the Lieutenant's choice of counselors or doctors without loss of pay or benefits to the Lieutenant.



5.7 When either the Lieutenant or the Department believes that the Lieutenant should return to the Lieutenant's regular assignment, at the Department's option the Lieutenant will provide a letter from their licensed treating counselor or doctor indicating that the Lieutenant is ready to return to their regular duties or to modified duties. The Department at its option may request an independent medical exam, which will be conducted in conformity with the procedures outlined in this Agreement including section 3 of this Appendix.

5.8 After returning to duty, the Lieutenant will be encouraged and allowed full access to counselors without loss of pay or benefits to the Lieutenant while participating in such program.