

AGREEMENT BETWEEN
THE CITY OF OLYMPIA
AND
THE OLYMPIA POLICE SERGEANTS ASSOCIATION

For the period: January 1, 2018 – December 31, 2020



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CONTRACT

By and Between

CITY OF OLYMPIA

And

OLYMPIA POLICE SERGEANTS ASSOCIATION

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 Sergeants Association, hereinafter referred to as the "Sergeants 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 Sergeants Association agrees, and represents to the City that the Sergeants 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 Sergeants Association will represent all employees in the bargaining unit.
- B. The City, agrees, and represents to the Sergeants 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 Sergeants Association as the sole and exclusive bargaining representative for all full-time and regular part-time sergeants of the City of Olympia Police Department, excluding supervisors, confidential employees and all other employees 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 OPSA and the City shall be signed by the OPSA President or designee and one other elected OPSA Sergeant. The Employer agrees to notify the Sergeants 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 Employer 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 Sergeants 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 to schedule overtime work and;
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 Sergeants 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 Sergeants 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 Sergeants 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 - SERGEANTS ASSOCIATION ACTIVITIES

- A. The Sergeants Association's president or grievance committee chairman may briefly discuss grievances or potential grievances with Sergeants 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 Sergeants Association shall be given time off with pay to attend meetings with City representatives including but not limited to meetings concerning grievances. Sergeants 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 Sergeants Association representatives (no more than two from road patrol) 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, and the Sergeants Association will work with the City to ensure that no more than one Sergeant must be hired back on overtime.
- B. The Sergeants Association agrees that its officers, agents, affiliated organizations, and members of the bargaining unit will not solicit merchants, businesses, residents, or citizens located within the City of Olympia for contributions, donations, or to purchase tickets for any Sergeants Association-sponsored performance or advertising in any Sergeants Association or Sergeants Association-related publication or associate memberships in the Sergeants Association or any Sergeants 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. Sergeants Association Membership – It shall be a condition of employment that all employees of the employer covered by this Agreement, shall remain members in good standing, and those who are not members on the execution date of this

Agreement, shall on or before the thirty-first (31st) day following the execution date of this Agreement, become and remain members in good standing in the Sergeants Association, or in lieu thereof pay a service charge equivalent to the regular Sergeants Association initiation fee and monthly dues to the Sergeants Association as a contribution towards the administration of this Agreement. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Sergeants Association or in lieu thereof pay a service charge equivalent to the regular Sergeants Association initiation fee and monthly dues to the Sergeants Association as a contribution towards the administration of this Agreement. Objections to joining the Sergeants Association which are based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member shall be observed. Any such employee shall pay an amount of money equivalent to regular Sergeants Association initiation fee and monthly dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Sergeants Association. The employee shall furnish written proof to the Sergeants Association that such payment has been made.

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

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 Sergeants Association.
- C. Steps in the grievance procedure

Step 1. The grievant employee or the Sergeants Association shall present the grievance within fourteen (14) calendar days of its alleged occurrence to the Division Commander, 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 Sergeants Association is not satisfied with the solution of the Division Commander, the employee or Sergeants Association shall submit written notice to the Chief of Police or designee, and a copy to the Sergeants 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 Commander's solution within ten (10) calendar days of the date of the Division Commander's 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 his 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 Sergeants 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 Sergeants Association, in accordance with the following procedures:
- a. A Sergeants Association Representative and the City Manager or his 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 he has 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 his 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 his designee.

It is understood that the Chief of Police or his designee, after conferring with the Sergeant 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. Therefore, the City agrees to treat the compensation for Police Department uniformed management employees different from both the Police Guild and from other independent employees. It is recognized that there should be an appropriate difference in pay between the ranks. In general, a percentage differential between ranks will be used to determine compensation for police sergeants rather than duplicating provisions of the Police Guild contract. From time to time, the City will review market data to ensure that differentials and levels of pay are competitive.
2. Police Officer Base Pay Defined: The differential will be added to a combination of the top step Police Officer pay plus the percent deferred compensation allowed in the Police Guild Contract.
3. Differential: The differential for Sergeants will be two-tiered depending on educational level and based on percent above the Police Officer base pay as defined in item 2 above. Effective January 1, 2012 the differential shall be as follows:

Tier	Step 4	Step 5
AA	9%	18%
	Step 8	Step 9
BA	10.67%	21.34%

4. Education Incentive: Sergeants may earn an additional 2% education incentive pay for a Masters Degree. Time spent in pursuit of educational incentive pay is considered off-duty, personal time.
5. Longevity: Sergeants will be eligible for longevity pay, using the years of service and percentage amounts allowed in the Police Guild contract.

- B. Maintenance: Pay calculations will be adjusted annually effective January 1 based on changes in the Police Guild contract regarding top step Police Officer pay, deferred compensation, education incentive and longevity. In years where the Guild contract is being negotiated past the December 31 contract expiration date, the Sergeants will receive effective January 1, the same COLA received by Independent Employees. The City will make any further adjustment necessary to maintain the agreed upon differential shown in Section 9.A.3 upon execution of the new Police Guild Contract by the City and the Guild.
- C. Physical Fitness Incentive: Sergeants will be eligible to earn the physical fitness incentive as defined in [Appendix E](#).
- D. Special Pay: Premium pay at the amount indicated shall be given to the positions shown below. These positions are not permanent ranks but rather are provisional appointments made at the origination and termination of the Chief of Police.
1. Employees assigned to the Investigative Division as Detective Sergeants shall receive premium pay in the amount of 3.3% of the Sergeant's base pay per month. Sergeants temporarily assigned to the Investigative Division for short-term projects or multi-jurisdictional investigations will receive premium pay in the amount of 3.3% of the Sergeants base pay per month for the duration of the assignment, so long as the project and/or assignment is not part of their normal duties and responsibilities defined by their current assignment.
 2. Training/Background Sergeants shall receive premium pay in the amount of 3.3% of the Sergeant's base pay per month.
 3. Sergeants assigned to the Community Policing Division as the Community Policing Sergeant shall receive premium pay in the amount of 3.3% of the Sergeant's base pay per month.
 4. Sergeants assigned to the Community Policing Division as the Walking Patrol Sergeant shall receive premium pay in the amount of 3.3% of the Sergeant's base pay per month.
 5. Sergeants assigned to the Patrol Division as the Special Operations Sergeant shall receive premium pay in the amount of 3.3% of the Sergeant's base pay per month.
 6. Sergeant's serving as Firearms Instructors, Less Lethal/Crowd Control Instructors, Defensive Tactics (DT) Instructors (also includes Taser Instructor), or Emergency Vehicle Operator Course (EVOC) Instructors are generally required to participate in higher levels of training, design lesson plans, provide additional courtroom testimony, and may incur additional

liability. These Sergeants shall receive premium pay in the amount equal to one percent (1%) of their base pay each month as long as they are currently certified and providing the training for OPD. Any additional Instructor positions that develop or are identified during the duration of this contract may be discussed outside of the formal contract negotiations, in regularly scheduled labor management meetings. Agreements on additional instructor positions not specifically written into this contract, that are mutually agreed upon, may be incorporated under the 1% premium pay in the form of an MOU. Sergeants assigned as the supervisor/managers for the Firearms Instructor Team, the Less Lethal/Crowd Control Instructor Team, Defensive Tactics (DT) Instructor Team, or the EVOC Instructor Team shall receive premium pay in the amount of 1% of the Sergeant's base pay per month.

- E. Out of Classification. If a Sergeant is assigned to perform the duties and responsibilities of a Police Lieutenant on a temporary basis for a minimum of one eight-hour shift, that Sergeant shall be compensated at a rate of pay equal to 110% of the Police Sergeant base pay, including any special pay.
- F. Direct Deposit. All regular pay checks will be directly deposited to the bank account of the employer's choice.
- G. Medicare. Employees hired before April 1, 1986 shall receive additional pay in an amount equal to two percent (2%) of their base salary added to deferred compensation. This 2% contribution to the employee's deferred compensation account will be considered as basic pay for services rendered.
- H. Bilingual Pay. Employees shall receive a bilingual pay allowance of 3.3% added to their base pay when language skills have been confirmed by an agreed upon language specialist or such other method as the City shall reasonably determine. Bilingual pay for Sergeants having conversational proficiency in Spanish, Asian, Pacific Islander, Russian, Slavic and Sign Languages can qualify for this incentive. Recertification of language skills must be made every three years within three months following the anniversary date of the certification. Those failing to recertify will lose the premium the first pay period following the 3-month certification time period.

ARTICLE 10 - HOURS OF WORK

- A. The regular work day shall be between eight and ten hours and 40 minutes.
- B. The average weekly hours of duty in any year shall not exceed an average of forty (40) hours.
- C. Any changes in the length of the work day or the work week during the life of this Agreement will only be made by mutual agreement. The Sergeants Association and

the City agree to meet periodically to examine what changes, if any, should be made to the present schedule.

- D. Sergeants are expected to be at work on time and not leave until the end of their shift. Regularly scheduled duty hours are still between eight and ten hours and 40 minutes.
- E. The parties agree that annually the Sergeants Association shall bid on four separate three-month shifts (January through March, April through June, July through September, and October through December). Shift bidding will be done by seniority. The bidding for the next year will be conducted in October or November of the previous year.

The Association shall continue to conduct the annual shift bidding for each quarter; however, the Police Department Administration shall schedule at least two weeks in advance, the work schedule for any employee changing Patrol Teams at the start of each year, and the scheduling will be consistent with the employee's shift bid. Adjustments to the employee's work schedule for team changes shall occur after Christmas day and be completed within 14 days of the first change in the employee's regular schedule.

Sergeants changing from one patrol team to the other shall not work more than 15 days in any 28-day day period and shall not work more than five consecutive days without one or more days off, excluding any overtime assignments. Sergeants changing between a specialty assignment and patrol assignment shall not be required to work more than five consecutive days without one or more days off and shall work an average of 40 hours per week when averaged over any 28 day period, excluding any overtime assignments.

The Department retains the right to move a Sergeant to a different shift when it has reasonable cause to do so. If the City changes the work schedule of any employee the City shall give notice to the effected employee at least fourteen (14) days in advance. If notice to change a work schedule is given with less than 14 days notice, the employee shall have the option of working the original hours of scheduled work and working any additional hours to accommodate the change at the overtime rate of pay.

- F. For purposes of patrol shifts on duty during the change to Daylight Savings and back to Standard Time, the shift will begin one (1) hour earlier in the spring and one (1) hour later in the fall.

ARTICLE 11-OVERTIME AND CALL BACK

- A. Overtime: Overtime shall be defined as authorized work for the City performed in excess of the regular work day as designated excluding the daily training period. All overtime shall be compensated at the rate of time and one-half the regular rate of

pay. Compensation for overtime shall take the form of cash or compensatory time, at the employee's option, except that compensatory time off accumulated shall not exceed eighty-five (85) hours per employee. Upon the accumulation of eighty-five (85) hours of compensatory time, all overtime shall take the form of cash until an employee's accumulation is less than eighty-five (85) hours, at which time the employee may again accumulate compensatory time subject to the eighty-five (85) hour maximum stated above. Employees who work a 10 hour and 40-minute work-day schedule may accumulate up to one hundred seven hours (107) of compensatory time. Requests to schedule compensatory or holiday time should be made ten (10) days in advance of the requested date, provided, however, that the compensatory time with less than ten (10) days' notice shall be allowed the time off if arrangements can be made for a replacement. If sixteen (16) or more hours are worked within a twenty-four (24) hour period, each additional hour beginning with the seventeenth (17th) hour shall be compensated at double time. Compensatory time may be used, at the employee's choice, for illness within the immediate family as defined in [Article 13 – Annual Leave](#).

Upon separation from the City of Olympia, final pay-out of accrued but unused compensatory time, for the purposes of final average compensation reported to the Washington State Department of Retirement Systems (DRS) will be limited to compensatory time earned within the last year of employment with the City. Compensatory time that is cashed out throughout the last year of employment will be reported to DRS as compensation as it is cashed out throughout the last year of employment."

- B. Call Back: The City agrees to pay a minimum of three (3) hours overtime at time and one-half the regular rate of pay to employees called back to work after having left work unless the time extends to the Sergeant's regular work shift or the employee is called back to rectify his or her own error which requires immediate correction.
- C. Phone Calls: Employees who are off-duty and receive a phone call from a ranking member of the City, or from a person acting at the discretion of a ranking employee of the City, or anyone employed by the Prosecuting Attorney's Office, or any Court, shall receive overtime pay as follows:
 - 1. Sergeants working Day Shift or Swing Shift shall receive pay for the actual length of the call, with a minimum of thirty (30) minutes of overtime pay.
 - 2. Sergeants working the Graveyard Shift (also known as the Night Shift) shall receive pay for the actual length of the call, with a minimum of sixty (60) minutes of overtime pay.
 - 3. If the employee receives multiple phone calls, the employee will not be paid twice for the same period of time. For example, if the employee receives two phone calls that are each five (5) minutes long and are received fifteen (15) minutes apart, the employee would receive the thirty (30) minute or sixty (60) minute

minimum, because they are within the same thirty (30) minute period. If the employee received one phone call for ten (10) minutes and a second phone call was received three hours later, the employee will receive the minimum overtime pay (thirty (30) minutes or sixty (60) minutes) for each call.

4. Employees shall not receive overtime pay if the phone call is to correct the employee's own mistake.
 5. Employees shall not receive overtime pay if the purpose of the call is to ask the employee if they want to work voluntary overtime assignments.
- D. Standby Time: If the City determines there is a need to place employees on stand-by for an event or occasion, the City will post the date(s) and times employees are needed for stand-by duty. The City will first seek eligible employees who voluntarily agreed to be on stand-by assignments. All employees assigned to stand-by duty, who request one, will be given a cellular telephone or pager in good working order for the purpose of calling the employee into work or terminating the stand-by assignment. Employees on stand-by duty will not be confined to a particular location and may leave their residence with the cellular telephone or pager, so long as they can respond to the Police Department main station with their duty uniforms and equipment within sixty (60) minutes of being called by telephone or pager. An employee assigned to stand-by duty shall receive a rate of pay equal to the prevailing minimum wage described by law.
- E. Waiver of Overtime for Mutual Shift Exchanges: As the mutual exchange of shifts is solely for the convenience of employees, no overtime shall be paid to an employee who voluntarily trades shift time which exceeds the normal work day by virtue of such trade. Time worked beyond the normal traded shift shall be compensated as in Paragraph A.
- F. Whenever two or more overtime or premium rates may appear applicable to the same hour or hours worked by an employee, there shall be no pyramiding or adding together of such overtime or premium rates and only the higher of the applicable rates shall apply.
- G. Fatigue Management. Police Sergeants on the 10 hour 40-minute schedule will not work more than 16 consecutive hours, including extra duty, in a 24-hour period. Employees on the 10 hour 40-minute schedule will have a minimum of 8 consecutive hours off duty in every 24-hour period. This also does not apply to off-duty employment.
Exceptions may be made due to exigent or emergency situations. The shift supervisor responsible for the overtime period shall approve such exceptions. Examples of exigent overtime include but are not limited to: necessary report completion, SWAT callouts, major ongoing investigations such as homicides, robbery, rape, abducted or missing children, court appearances. Minimum staffing

and other pre-scheduled special events do not constitute exigent or emergency circumstances.

Off-Duty Employment is voluntary extra Department-related work, approved, scheduled, and paid by the City, but is funded by a source other than the City. Sergeants working off-duty employment shall be compensated by overtime pay and not compensatory time.

ARTICLE 12 - COURT APPEARANCES

- A. Employees, on off-duty time or on vacation, who are subpoenaed to give testimony in court about events arising out of their employment shall be paid or compensated as follows: Time and one-half the regular rate of pay with a minimum of three (3) hours, except that those employees appearing for less than one hour immediately before or after their shift shall be paid a minimum of one (1) hour.
- B. Employees subpoenaed to give testimony shall be entitled to the hourly minimum if notification of cancellation is not received by 5:00 p.m. the calendar day prior to the scheduled court appearance, unless the cancellation occurs while the employee is on duty and is so notified. Employees who are off-duty and are under subpoena to give testimony, and have not received notification of cancellation or a change in date or time of the testimony or appearance, prior to 5:00 PM the calendar day prior to the scheduled court appearance, shall receive time and one half the regular rate of pay starting from the date and time posted on the subpoena, or an earlier time if requested by the prosecutor, until released for the day.
- C. All monies received for such services as a witness shall be surrendered to the City, except in those cases where the employee is not compensated for such an appearance by the City.

ARTICLE 13 - ANNUAL LEAVE

- A. Annual Scheduled Leave
 - 1. Employees shall accrue annual leave in accordance with the schedule set forth in [Appendix B](#).
 - 2. The maximum accumulation of annual leave is 960 hours. However, if an employee submits a request for leave and the request is denied because of seniority preference or the needs of the City, leave credits may be allowed to accrue beyond the 960-hour limit. Such an employee will be required to take off those days earned above the 960-hour limit at the discretion of the City. Once such excess days are used, the employee's maximum permissible accumulation returns to 960 hours. Except for illness, injury, or death, the maximum number of hours that can be cashed out will remain at 480 hours.

3. When an employee is terminated, accrued annual leave up to a maximum of 480 hours shall be paid to the employee at the employee's current regular rate of pay. If the employee is deceased, accrued annual leave up to a maximum of 960 hours shall be paid to the employee's estate.
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.

B. **Unscheduled Annual Leave (Sick Leave)**

1. All employees shall have their sick leave banks frozen at existing balances as of December 16, 2004.
2. Such frozen sick leave and unscheduled annual leave may only be used for illness, injury, and compassionate leave as follows:

The first three (3) days of any illness or injury shall be charged to annual leave for each occurrence. Any such leave for the fourth and subsequent days shall be charged to frozen sick leave (if available) computed from the first day. If an employee suffers a recurrence of a previous illness or injury which resulted in an unscheduled absence of four (4) days or more, all subsequent paid leave hours for this recurrence shall be charged to the employee's sick leave bank (if available) regardless of the length of such recurrence. The employee is required to provide a physician's verification that such disability is a recurrence of the same illness or injury.

3. No compensation for frozen sick leave balances shall be paid upon termination of employment.
4. Annual leave shall not accrue during leaves of absence without pay or layoffs.
5. Unscheduled annual leave and 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 department 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 employer'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 department 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 employer. Shift employees shall make every effort to schedule such treatment when they are not on duty.
6. When an employee goes on unscheduled annual leave or sick leave, he must notify his supervisor within one (1) hour prior to the time he is 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 prevented him from performing the duties of his position during the period of illness. Expenses to obtain the certifying statement will be paid by the employer.
 7. However, this requirement may be waived by the department head or designee. In addition, a physician's statement at the employer'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 either be charged against presently accumulated compensatory time or be taken without pay.
 8. 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.
 9. If a LEOFF II employee is absent due to illness or injury in connection with his employment with the City, for which he/she is receiving 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.
 10. a. For period of illness, the Sergeants Association agrees that LEOFF I employees will not apply for disability leave under the LEOFF pension system for absences of three (3) working days or less duration unless the employee does not have sufficient paid leave accrued. Paid leave hours for the first

three (3) days shall be charged as provided in [Section B.2.](#) and shall not be credited back to the employee.

b. It is the intent of this section that the City's total liability for combined paid leave and disability leave shall not exceed six (6) months for any one incident.

11. Unscheduled annual leave and 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 his 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, compensatory time, 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, he is unable to resume his duties.
6. This section shall not apply to employees covered by the Law Enforcement Officers and Fire Fighters Retirement System hired before October 1, 1977.

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 or designee and charged to annual leave or compensatory time earned.

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 Police Chief or 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 14 - PAID HOLIDAYS

A. The following holidays are recognized and observed by the City as paid holidays for permanent fulltime 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
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
Day before Christmas	December 24th
Christmas Day	December 25th

1. For employees who's regularly scheduled shift begins and ends on the same date: the employee's holiday will begin at 0001 hours and end at midnight.
2. For employees who's regularly scheduled shift begins on one date and ends on the next date: The employee's holiday will include the entire shift which

begins or ends on the holiday, including extensions of the shift both before or after the regularly scheduled shift, so long as there is not a separation of the regular shift and the extension(s), of not more than two hours. The employee shall be entitled to only one holiday-shift including any extensions, for each holiday described above.

B. Holiday pay and time off shall be governed as follows:

1. Employees who work on a holiday shall receive holiday-pay at a rate of one and one half (1.5) times the employee's regular rate of pay for all hours worked during the employee's holiday, and will be added to the pay that the employee would normally receive for the hours worked on that day.

Holiday pay will be calculated using the "basic rate of pay" and all "add pays" earned by the employee at the time of the holiday being compensated. The current method used to calculate "*Basic Pay Rates*" are as follows: Basic Salaries are described in [Article 9](#) and [Appendix "A"](#) of this agreement. Deferred compensation paid to employees by the City (as provided in Article 9 of this agreement) is defined as "basic pay for services rendered", and is therefore combined with the base wage (*Basic Salaries*) in Appendix A, to create the "*Basic Pay Rate*." "*Pay Step 6, 7, 10, and 11*" is also included in this Basic Pay Rate. "*Pay Step 6, 7, 10, and 11*" was created by Payroll staff, and was agreed to by both the City and the Sergeants Association to address the provision of the labor contract found in Article 9, section A, concerning employees hired between October 1, 1977 and April 1, 1986. Payroll staff uses the term "*Add-Pays*" to describe Education Incentive and Premium Pay, Fitness Pay, Longevity Pay, Bilingual Pay, Out of Classification Pay, and Special Pays/Premium Pays. Special Pays and Premium Pays currently include Detective assignments, and Training/Background Sergeant assignments. These "*Add-Pays*" are figured using the percentages of the "*Basic Pay Rate*" described in the CBA.

At the employee's option, employees working on their holiday may receive compensatory time at the rate of one and one half (1.5) times the hours worked, in lieu of holiday-pay, subject to the accrual limitations established in [Article 11](#) of this labor Agreement.

2. When the holiday falls on an employee's regularly scheduled workday, but the employee is given the entire holiday off, the employee shall receive their normal pay for all of the hours that the employee would normally be scheduled to work, at the regular rate of pay for the holiday time off.
3. When the holiday falls on an employee's regularly scheduled day off, the employee shall receive either:

- a) A full day off with pay on the employee's first regularly scheduled day of work preceding or following the days off in which the holiday fell. This day off must be approved by a supervisor, or;
- b) Holiday pay at the employee's regular straight-time rate of pay for all of the hours the employee would normally work during the employee's regular shift, in addition to the employee's regular wages during the pay period. If the employee works during the holiday on a scheduled day off, they shall receive holiday pay at a rate of one and one half (1.5) times the employee's regular rate of pay for all hours worked and it will be added to the overtime pay that the employee would normally receive for the hours worked on that day, and; if the number of hours worked is less than the number of hours the employee works in a regularly scheduled workday, the employee will also receive holiday pay at the straight-time rate for the remaining hours in the length of the employees normal hours.

At the employee's option, employees working on their holiday may receive compensatory time at the rate of one and one half (1.5) times the hours worked, or compensatory time at the straight-time rate when the straight-time rate applies as described in [Article 14, Section B](#)., Paragraphs 3 and 5, in lieu of holiday-pay; subject to the accrual limitations established in [Article 11](#) of this labor Agreement.

- 4. Employees assigned to Patrol shall work their normally scheduled shifts that fall on the employee's holidays. These employees may be allowed to have the holiday off if they submit a request and with the approval of a supervisor.
- 5. Employees assigned to the Detective Bureau, Traffic Unit or Administration shall be permitted to have the holidays off unless a supervisor directs them to work their regularly scheduled shift; or, the employee may work their regularly scheduled shift on the holiday with thirty days (30) advanced written notice of their intent to work the holiday. These employees who are directed to work on the holiday shall receive holiday pay at a rate of one and one half (1.5) times the employee's regular rate of pay for all hours worked during the employee's holiday, and will be added to the pay that the employee would normally receive for the hours worked on that day. These employees who voluntarily submitted the 30-day advanced written notice of their intent to work on the holiday shall receive holiday pay at a rate of straight-time for all of the hours worked during the employee's holiday.
- 6. The Department may not reschedule an employee's regular shift for the purpose of avoiding payment of holiday pay as provided above.

ARTICLE 15 - JURY SERVICE

An employee shall continue to receive his or her regular salary for any period of required service as a juror. Employees will be expected to report for work when less than a normal work day is required by such duties.

Employees working on swing or graveyard shifts who are required to perform jury duty on a scheduled work day will have their scheduled hours reduced by the time actually spent in jury service. The City may move employees temporarily to day shift for the period of jury service without advance notice.

ARTICLE 16 - UNIFORMS

- A. Sergeants: The City shall provide a complete uniform for each Sergeant as listed in [Appendix C](#). Once during the term of this agreement, each Sergeant will have the choice of uniform options listed in [Appendix C](#). The City shall also replace components of the uniform which have been damaged in the performance of duty.
- B. Sergeants assigned to Detectives: Every Sergeant assigned to Detectives shall be given an allowance for clothing in the amount set forth in [Appendix A](#), which allowance shall be paid upon his assignment as a Detective Sergeant and which shall be paid quarterly following the first year of assignment.
- C. Footwear: The City agrees to pay each Sergeant an allowance of \$105.00 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. Cleaning Allowance: All employees within the bargaining unit shall be given a cleaning allowance in the amount as set forth in [Appendix A](#), which allowance shall be paid quarterly.

ARTICLE 17 - INSURANCE BENEFITS

The Sergeant's Association and the City agree to the medical, dental and vision insurance plans offered by the Association of Washington Cities Employee Benefit Trust (AWC). The City agrees to maintain the benefits offered in those AWC plans at existing or substantially similar levels for the duration of this Agreement.

A. Dental Insurance

The City agrees to pay the total cost of dental insurance for employees and their eligible dependents for the Washington Dental Service Plan F and Orthodontia Plan II.

B. Medical Insurance

1. The City agrees to pay the total premium for employee medical coverage.
2. Beginning January 1, 2018, Sergeant's Association members will be able to choose between the AWC HealthFirst 250 Medical Plan and the AWC Employee Benefit Trust \$200 AD Plan
3. The City and the employee will continue to share the cost of dependent medical coverage. The City will contribute eighty-five percent (85%) and the employee fifteen percent (15%) of the total cost of dependent medical premiums.
4. Incentive Plan: Members of the collective bargaining unit, who opt out of the Medical Plans paid by the City of Olympia for employees, shall be paid an incentive of two hundred fifty dollars (\$250) per month by the City. The incentive plan will be available to employees upon the signing of this agreement. In order to receive the incentive, employees must provide proof of other medical coverage except for those employees who are voluntarily covered as a "spouse/partner" rather than as an "employee" under the City's insurance plan.

Employees of the City who are voluntarily covered as a "spouse/partner" rather than as an "employee" under the City's insurance plan must enroll during the open enrollment period. The city reserves the right to cease this program at any time for any reason. If the City ceases the program for any reason other than violation of state or federal law the City will do so during open enrollment.

5. To ensure the city is maximizing its employer provided benefits, it is important to treat employees fairly and ensure employees understand their coverage. Accordingly, the City may conduct a Dependent Eligibility Audit annually.
6. Sergeants Association members shall be allowed to sign up for eligible pretax health expenses as part of the City's Flexible Spending Account plan.

C. Long Term Disability Insurance

The City will provide long term disability coverage of the Sergeant's Association choice with the City paying up to \$55 per employee per month toward the premium.

D. Life Insurance

The City agrees to provide a life insurance policy for each employee in the amount of \$50,000.

E. Vision Insurance

The City will pay 100% of the premiums for the employee and dependents for the Vision Service Plan, full family, no deductible, second pair rider.

F. Voluntary Employees' Beneficiary Association (VEBA)

On July 1, 2018, the employer shall provide a \$1,000 contribution to a VEBA for each employee continuously employed from December 31, 2017, through June 15, 2018. This VEBA is being paid for consideration of a reduced premium healthcare plan collectively bargained.

On July 1, 2019, the employer shall provide a \$1,000 contribution to a VEBA for each employee continuously employed from December 31, 2018, through June 15, 2019. This VEBA is being paid for consideration of a reduced premium healthcare plan collectively bargained.

The parties agree that the VEBA payout is non-precedential and, as a result, expires with the term of the 2018-2020 CBA. Should the parties' re-open negotiations around medical/dental/vision benefits during the 2018-2020 CBA, VEBA payouts may be subject to change with agreement from both parties.

ARTICLE 18 - PHYSICAL FITNESS

A. The Olympia Police Sergeants Association and the City of Olympia hereby agree that the City may implement voluntary physical fitness standards for employees. Specifically, the City and the Sergeants Association agree.

1. The Sergeants Association shall not object and shall agree to the implementation of voluntary physical fitness standards attached hereto as [Appendix E](#) and incorporated by reference.
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 Sergeants 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 Sergeants 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 Sergeants Association recognizes the City's right to amend entry level physical fitness hiring standards without bargaining with the Sergeants Association. The City recognizes the Sergeants 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.
- B. Any employee injured on the job that results in a L&I time loss claim will be required to meet with the City's Employee HealthCare Manager prior to returning to work to ensure that necessary measures are taken so that the employee does not re-injure him/herself. The purpose of the meeting is to impart information to the employee and no employee will be required to answer questions about medical conditions other than specific job related injury or illness. Furthermore, an assessment will be made as to whether the employee would be a good candidate for voluntary participation in the Chronic Pain program. All expenses for participation in the Chronic Pain program due to the on-the-job injury will be paid for by the City. Nothing herein constitutes a waiver of employee privacy rights under state or federal law.
- C. The City may implement voluntary physical fitness standards for employees. Specifically, the City and the Sergeant's Association agree:
1. The Sergeants Association shall not object and shall agree to the implementation of voluntary physical fitness standards attached hereto as Appendix E and incorporated by reference.
 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 Sergeant's 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 Sergeant's 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 Sergeant's Association recognizes the City's right to amend entry-level physical fitness hiring standards without bargaining with the Sergeant's Association. The City recognizes the Sergeant 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.
- D. Any employee injured on the job that results in a L&I time loss claim will be required to meet with the City's Health Advisor prior to returning to work to ensure that necessary measures are taken so that the employee does not re-injure him/herself.

The purpose of the meeting is to impart information to the employee and no employee will be required to answer questions about medical conditions other than the specific job related injury or illness. Furthermore, an assessment will be made as to whether the employee would be a good candidate for voluntary participation in the Chronic Pain program. All expenses for participation in the Chronic Pain program due to the on-the-job injury will be paid for by the City. Nothing herein constitutes a waiver of employee privacy rights under state or federal law.

- E. Employees shall be allowed 30 minutes of on-duty time each workday for physical exercise in a City-provided exercise facility, plus a 10-minute cool-down period, under the following conditions:
1. Exercise time will not be allowed during the last three hours of the shift, if the employee has any reports, daily paperwork, or other tasks that are not completed.
 2. Exercise time will not be allowed and may be interrupted when there is a call for service that is a Priority 1 or 2 crime in progress and another Sergeant is not able to respond, or when there is a risk to the safety of persons or other officers. Exercise time may also be interrupted if the Sergeant is specifically requested to respond to the scene. Priority 3 & 4 calls (non-emergency) may wait until the exercise period is expired.
 3. The exercise period will be a light workout. Sergeants are expected to respond when requested within two (2) minutes of the request being issued. Sergeant's should make an effort to keep perspiration to a minimum, and will not be allowed to shower on-duty as a result of the exercise period.
 4. Longer voluntary exercise periods and shower time may be permitted for Training Days.
 5. Failure to receive the exercise time shall not result in any overtime liability for the employer.
 6. If at any time law dictates that donning and doffing time must be reinstated and compensated by the City, the 30 minute on-duty physical exercise period each workday shall end and no longer be compensated by the City.

ARTICLE 19 - 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 20 - PERSONNEL RECORDS

- A. A "personnel file" shall be defined as any file maintained by the City or Department (including supervisors) 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 employee's personnel files shall be open for review by the employee at reasonable times and with reasonable notice, provided that employees shall not have the right to review psychological evaluations or supervisor's notes prepared for the purpose of preparing employee's evaluations which are destroyed after the evaluation is prepared. The Employer shall maintain no secret personnel files not subject to inspection.
- C. Any complaint that is not sustained will be retained no longer than the current year plus three years, unless otherwise required by law. Any sustained violation of City Policy or the Police Department General Orders, not listed below, resulting in a verbal, written warning or suspension of 5 days or less will be retained no longer than the current year plus three years, unless otherwise required by law. Any sustained complaint of criminal law violations, City Administrative Guidelines pertaining to harassment, substance abuse, workplace violence or the Police Department's policy regarding truthfulness or a single suspension of more than 5 days may be retained indefinitely. Removal of any item will be requested by the employee.
- D. The Employer will promptly notify an employee upon receipt of a public disclosure request for information in the employee's personnel file. The Employer will also provide at least three (3) business days notice before releasing any requested documents. The Employer will allow the employee and the Sergeants Association the opportunity to legally object to unwarranted disclosures.

ARTICLE 21- PARKING

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

There shall be two secure parking lots for Association Members to park their personal vehicles. The primary parking lot is located inside the fence at City Hall; 601 4th Avenue East, Olympia; and a secondary parking lot located in the old Police Department fenced parking lot (now known as the Lee Creighton Law and Justice Center;) at 900 Plum Street SE., Olympia. All members of the Sergeant's Association shall be allowed to park in the primary parking lot, with the exception of Patrol Swing Shift Sergeants under the following conditions:

All sergeants regularly assigned to Swing Shift, may park at the Lee Creighton Law and Justice Center located at 900 Plum Street SE., inside the fenced parking lot (the old Police Department parking lot). The City will have police cars there for the Swing Shift Sergeants. The Swing Shift sergeants shall be there no later than at the start of their regularly scheduled shift; 1400 hours. All Swing Shift sergeants shall have ten minutes to drive an assigned police car to the New City Hall. Swing Shift sergeants are expected to be in the briefing room at 1410 hours for Swing Shift. Swing Shift sergeants shall then return their assigned police vehicles to the parking lot at the old City Hall during the last ten minutes of their shift. If Swing Shift sergeants are extending the end of their scheduled shift with overtime, they will include ten (10) minutes of paid overtime to return their assigned patrol car to the Lee Creighton Law and Justice Center fenced parking lot. If sergeants are working a period of overtime before the start of their regular shift, they will include ten (10) minutes of overtime for taking their assigned police car from the Lee Creighton Law and Justice Center to City Hall. Any overtime assignments not connected to the sergeant's regularly scheduled shift, when using a police vehicle parked at the Lee Creighton Law and Justice Center, will include paid time for retrieving and returning the vehicle to the Lee Creighton Law and Justice Center parking lot, except for off-duty employment.

If sergeants are moving a police vehicle to, or from, the Lee Creighton Law and Justice Center parking lot while not wearing their ballistic vest, or not equipped with their patrol rifle, or not equipped with their duty pistol and other less than lethal equipment, shall not be required to stop for anyone attempting to flag down the sergeant. In such cases the sergeant will notify the dispatcher of the person needing an on-duty officer, and may direct the person to go to the police station by pointing, or by use of the public address system in the police vehicle.

Sergeants assigned to Swing Shift, but are working an overtime assignment other than Swing Shift on a day off; or, attending training at City Hall; or, attending a work related meeting; or, meeting with City Officials; or, going to court; shall be allowed to park in the secure parking lot at City Hall.

Swing Shift Sergeants electing to take their assigned patrol vehicle home will do so only during their respective workweek, (from the start of their patrol shift on their first workday of their workweek, to the end of their patrol shift on the last workday of their workweek,) and will be subject to the geographical boundaries and provisions of OPD General Order 17.5.5 (Authorized use of Department Vehicles). These sergeants will be afforded the 10-minute driving allowance, when they report to their first workday of each workweek. On the last workday of each workweek, Swing Shift Sergeants will be allowed the 10-minute driving allowance to return the car to the Lee Creighton Law and Justice Center parking lot. These Swing Shift Sergeants voluntarily participating in the Take-Home-Car Program will not get drive time, from the end of their first workday of the workweek, to the beginning of the last workday of their workweek. Sergeants not participating in the Take-Home-Car Program will get time to move patrol cars to/from the Lee Creighton Law and Justice Center.

All sergeants not assigned to Swing Shift will report to work at City Hall at their regularly scheduled times. The City shall provide these sergeants with free parking within the fenced police parking lot at City Hall.

If a parking space is not available for an Association Member's personal vehicle, the Officer sergeant may move a police vehicle to an available street parking space to make room in the fenced parking lot for their personal vehicle.

ARTICLE 22 - INDEMNIFICATION OF EMPLOYEES

The City shall provide legal defense and pay the cost of settlements and judgments for employees 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 23 – DASH-MOUNTED VIDEO SYSTEMS

- A. To enhance the ability of law enforcement personnel to accurately document events, conditions, and statements made during traffic stops, arrests, critical incidents and other related contacts dash-mounted video and audio systems will be installed in all patrol vehicles. The specific department policy that will govern use, timing, recording, records retention and destruction of such recordings will be developed by the Police Guild labor management committee. The Sergeant's Association will have independent responsibility for contributing to and approving these policies on behalf of their membership. The video system shall not record at all times when the patrol vehicle is in use, but shall be in operation as defined by the department policy for the purposes described above. Sergeants shall not be required to wear or carry a remote microphone at any time. Sergeants will be allowed to view any such video recordings before making any written or recorded statements and may view the recordings while writing reports related to the recordings.

- B. Prior to any deployment and/or use of Body Cameras, the Parties agree to open the contract to negotiate through Labor Management the impacts and use of body camera technology.

ARTICLE 24 – REIMBURSEMENT OF EXPENSES

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

ARTICLE 25 – Retirement ID

Every Sergeant who is retiring from the Olympia Police Department in good standing and for reasons other than mental instability, shall receive an identification card from the Police Department by the retiring Sergeant's retirement date, provided that the Sergeant has given notice of the Sergeant's "intent to retire" two weeks or more in advance. The identification card shall bear a recent photograph of the retiring Sergeant, the card shall be signed by the Chief of Police, and identify the Sergeant as a retired police officer. To be eligible for the Retired Law Enforcement Officer Identification Card, the retiring Sergeant shall have served for an aggregate of 15 or more years as a law enforcement officer and has a non-forfeitable right to benefits under the retirement plan of the State of Washington (LEOFF2) and is not prohibited by Federal law from receiving a firearm. The identification card shall contain the following language on the backside of the card in a font that is reasonably legible:

The officer identified on this card retired in good standing from service with the Olympia Police Department as a full-time law enforcement officer, for reasons other than mental instability; was regularly employed as a law enforcement officer for an aggregate of 15 or more years; has a non-forfeitable right to benefits under the retirement plan of the agency and the State of Washington; before such retirement, was authorized by law to engage in or supervise the prevention, detection, investigation, or prosecution of, or the incarceration of any person, for any violation of law, and had statutory powers of arrest. As long as the retired full-time law enforcement officer is not prohibited by Federal law from receiving a firearm, the retired officer is entitled to the privileges afforded by law.

***Revised Code of Washington (RCW) 9.41.060, and;
United States Code (USC) Title 18 Chapter 44 Section 926C.***

Every Sergeant who has given notice of their intent to retire two weeks in advance of the retirement date shall be allowed on-duty opportunities to qualify with their personal handgun(s), using the Department's qualification course for off-duty firearms or secondary weapons. Any such Sergeant who qualifies shall be issued a Certification of Firearms Qualification card from the Police Department bearing the Sergeant's name and stating that the Sergeant has met the qualification standards of the Olympia Police Department. The certificate shall be valid for one year of the date of the qualification and signed by the range officer making the certification. The date of the qualification shall be written on the

certification card. The certification card shall also specify the type of firearm(s) (pistol and/or revolver) that the Sergeant has qualified with.

The intent of this Article is to enhance current retirement practices regarding retiree identification and badges.

ARTICLE 26 – 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 27 – SENIORITY

Seniority shall be based upon time in grade in the order of appointment by the Police Chief. 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 28 - 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 29 - 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 Sergeants 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 30 - TERM

This Agreement shall become effective on, January 1, 2018, upon signing by both parties. It shall remain in full force and effect until December 31, 2020.

IN WITNESS WHEREFORE, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THIS _____ DAY OF _____, 2018.

FOR THE CITY OF OLYMPIA

FOR THE OLYMPIA POLICE
SERGEANTS ASSOCIATION

Steven R. Hall, City Manager

Dan Duncan, President

Matthew Renschler, Negotiations Chair

APPENDIX A

I. SALARIES

Effective January 1, 2018, salary scale is:

TIER	Step 4	5
AA	\$ 8,898.21	\$ 9,632.93
	Step 8	Step 9
BA	\$ 9,034.54	\$ 9,905.59

II. DETECTIVE CLOTHING ALLOWANCE

Six hundred dollars (\$600) per year to be paid lump sum upon assignment during a Sergeant's first year of assignment to the Detective Division and quarterly thereafter.

III. CLEANING ALLOWANCE

Seven hundred twenty-five dollars (\$725) per year to be paid quarterly.

IV. EDUCATIONAL INCENTIVE

MA/MS Degree 1.5% of base salary in 2009 (per Article 9.4)
 2% of base salary (per Article 9.4) effective January 1, 2010

APPENDIX B

- I. Annual leave shall be based on the following schedule:

Years of Service	Days
1	21
2	22
3 and 4	23
5-7	24
8-10	25
11-13	26
14-16	27
17-19	29
20-22	31
23+	33

APPENDIX C

I. UNIFORMS – Option 1

<u>ITEM</u>	<u>NUMBER ISSUED</u>
Jacket (all weather)	1
Shirt – Short Sleeve (Class B)	3
Shirt – Long Sleeve (Class A)	3
Trousers (Class A)	3
Uniform Dress Cap w/Rain Cover	1
Uniform Water Resistant Ball Cap	1
Raincoat	1
Neck Tie – Long	2
Shorts	1

II. UNIFORMS – Option 2

Jacket (all weather)	1
Shirts (Short Sleeve (Class B)	2
Shirts (Long Sleeve (Class A)	2
Trousers (Class A)	2
Shirts – Short Sleeve (Class C)	1
Shirts – Long Sleeve (Class C)	1
Trousers (Class C)	1
Uniform Dress Cap w/ Rain Cover	1
Uniform Water Resistant Ball Cap	1
Neck Tie (long)	1
Raincoat	1
Shorts	1

III. UNIFORMS – Option 3

Jacket (all weather)	1
Shirts – short sleeve (Class B)	1
Shirts – long sleeve (Class A)	1
Trousers (Class A)	1
Shirts – short sleeve (Class C)	2
Shirts – long sleeve (Class C)	2
Trousers (Class C)	1
Uniform Dress Cap w/Rain Cover	1
Uniform Water Resistant Ball Cap	1
Neck Tie (long)	1
Raincoat	1
Shorts	1

IV. ADDITIONAL UNIFORMS FOR SERGEANTS ASSIGNED TO TRAFFIC UNIT

Leather Motorcycle Jacket	1
Trousers (Motorcycle)	2

Boots (Motorcycle)	1
Rain Suit	1
Motorcycle Helmet	1
Leather Gloves	1

V. DEFINITIONS:

Class A Uniform: Is the same as the “dress uniform” and shall consist of the long sleeve shirt, necktie, trousers, black belt, eight point uniform cap and black shoes.

Class B Uniform: Shall consist of the long or short sleeve shirt, trousers, black belt, and black shoes.

Class C Uniform: Is the same as the “utility uniform” and shall consist of long or short sleeve shirt and trousers or shorts, which are machine washable.

APPENDIX D

SERGEANTS BILL OF RIGHTS

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

Bill of Rights.

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 "Sergeants 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. Sergeants recognize the need to clarify citizen inquiries and complaints in a timely fashion.

Every Sergeant 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.

Any employee who becomes the subject of a criminal investigation shall have all rights accorded by the State and Federal constitutions and Washington law.

Forty-eight (48) hours before any interview commences, the Sergeant 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 Sergeant of the specific allegations. A Sergeant may waive the 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 48-hour period to consult with a Sergeants Association representative and prepare for the interview. A Sergeant 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.

The interview of a Sergeant shall be at a reasonable hour, preferably when the Sergeant is on duty, unless the exigency of the interview dictates otherwise.

At the cost of the requesting party, the Sergeant 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 Sergeant under an investigation shall be provided an exact copy of any written statement the Sergeant has signed or, at the Sergeant's expense, a verbatim transcript of the interview.

The Sergeant will be required to answer any questions involving administrative (as opposed to criminal) matters under investigation. Prior to any questioning, the Sergeant 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."

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

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 Sergeant shall be afforded an opportunity and facilities to contact and consult with his or her Sergeants Association representative before being interviewed, and to be represented by the Sergeants Association representative to the extent permitted by law. The Sergeant shall be entitled to such brief intermissions as the Sergeant shall reasonably request for personal necessities, meals, telephone calls, consultation with his or her representative, and rest periods.

The Sergeant 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 Sergeant nor shall the Sergeant be subjected to intimidation in any manner during the process of interrogation. No promises or rewards shall be made to the said Sergeant as an inducement to answer questions.

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 Sergeant 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.

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 Employer from questioning the Sergeant about information which is developed during the course of the interview.

No Sergeant shall be requested or required to submit to a polygraphs test; nor shall the Sergeant be dismissed for or shall any other penalty be imposed upon the Sergeant 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.

When a Sergeant, whether on or off duty, uses deadly force which results in the injury or death of a person, the Sergeant shall not be required to make a written or recorded statement for forty-eight (48) hours after the incident. The affected Sergeant may waive the requirements to wait forty-eight (48) hours.

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

Medical or Psychological Examinations.

The Employer retains the right to require Sergeants to submit to medical or psychological examinations whenever there exists reasonable cause to believe a Sergeant is unfit for duty. Any relevant medical history of the Sergeant which the examining professional conducting a psychological evaluation requests shall be released by the Sergeant only to the examining professional.

The examining professional shall issue a written report to the Employer, as the client, provided however, a Sergeants Association representative with permission of the Sergeant 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 Sergeant is fit or unfit for duty and in the event an Sergeant is unfit the expected prognosis and recovery period as well as any accommodations which could be made to allow an Sergeant to return to duty.

If the Sergeant believes that the conclusions of the examining professional are in error, he/she may obtain an additional examination at his/her own expense and the Employer will provide the examining professional with documents which were utilized by the Employer's examining professional.

The Employer will undertake to have the Employer's examining professional make him/herself available to answer appropriate questions by the examining professional who conducts the independent examination.

Should a Sergeant grieve a disciplinary or discharge action taken as a result of an examination, the Employer shall allow release of the examination and supporting documents upon which it relies for the action, and all other prior examinations of the Sergeant.

The Sergeant making the request for release or transfer of examination materials will execute waiver forms as needed.

Personnel Records

Contents. A "personnel file" shall be defined as any file maintained by the City or Department (including supervisors) pertaining to the Sergeant's employment status, work history, training, disciplinary records, or other personnel related matters. 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. Each Sergeant's personnel files shall be open for review by the Sergeant at reasonable times and with reasonable notice, provided that Sergeants shall not have the right to review psychological evaluations. The Employer shall maintain no secret personnel files not subject to inspection.

Any complaint that is not sustained will be retained no longer than the current year plus three years, unless otherwise required by law. Any sustained violation of City Policy or the Police Department General Orders, not listed below, resulting in a verbal, written warning or suspension of 5 days or less will be retained no longer than the current year plus three years, unless otherwise required by law. Any sustained complaint of criminal law violations, City administrative Guidelines pertaining to harassment, substance abuse, workplace violence or the Police Department's policy regarding truthfulness or a single suspension of more than 5 days may be retained indefinitely. Removal of any item will be requested by the Sergeant.

The Employer will promptly notify a Sergeant upon receipt of a public disclosure request for information in the Sergeant's personnel file. The Employer will also provide at least three (3) business days' notice before releasing any requested documents. The Employer will allow the Sergeant and the Sergeants Association the opportunity to legally object to unwarranted disclosures.

USE OF FORCE

Statement of Purpose. The parties recognize that adequate training is critical for preventing unnecessary use of force and for minimizing the impact on a Sergeant 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 Sergeants in critical instances and in dealing with problems that result after being involved in a critical incident.

Procedures. Any time a major incident occurs involving a use of force as defined in the Department's Policy and Procedures Manual, the following will apply: Upon arrival at a scene where use of force has taken place, representatives of the Department shall only request from the Sergeant 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 Sergeant (s) regarding any information regarding the incident, but will inform the Sergeant 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 Sergeant's personal attorney;
- d. Psychologists, psychotherapists, or ministers depending upon the Sergeant's choice;

- e. Peer support counselor;
- f. Sergeants Association Representative.

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

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 Sergeants Association upon request. If the Department must preserve a chain of custody for weapon or weapons utilized in the incident, the Sergeant will be immediately issued replacement weapons unless it is clearly inappropriate to do so.

The Department will assign an interviewer to interview the Sergeant. 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.

No statement will be required within 48 hours after the incident. The interview of the Sergeant involved in a critical situation will be done under circumstances intended to minimize the traumatic effect of the interview on the Sergeant. The Sergeant 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 Sergeant has been able to seek a single session of professional counseling before the interview takes place.

At the discretion of the Police Chief, the Sergeant may be placed on administrative leave.

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

When either the Sergeant or the Department believes that the Sergeant should return to the Sergeant's regular assignment, at the Department's option the Sergeant will provide a letter from his licensed treating counselor or doctor indicating that the Sergeant is ready to return to his 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 2.16 of this Article.

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

APPENDIX E

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. For special circumstances such as serious illness or injury, at the Chief's discretion, a Sergeant may be given another opportunity to test outside the normal testing times. Sergeants 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:

Years of Service (Based on the years of service the employee is currently in; not the year of service completed.)	1-10	11 – 14	15 – 18	19+
Incentive Pay (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 employee's base wage to all employee's.