

2017 - 2019

Collective Bargaining Agreement

between

City of Pasco

and

Pasco Police Officers' Association
Non-Uniformed Employees

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2017 - 2019
COLLECTIVE BARGAINING AGREEMENT
Between
THE CITY OF PASCO
And
THE PASCO POLICE OFFICERS ASSOCIATION
NON-UNIFORMED EMPLOYEES

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

ARTICLE 1 – Recognition.

The Employer recognizes that the Association is the exclusive bargaining representative for all full-time and regular part-time non-uniformed employees of the Police Department of the City of Pasco.

“**Employee(s)**” as used herein means and is limited to police department employees employed in full-time and regular part-time positions in the Pasco Police Department, excluding the Chief of Police, uniformed personnel within the meaning of RCW 41.56.030(6), supervisors, and confidential employees.

Recognized Positions: The current positions specifically identified as being part of the bargaining unit are: (1) Police Services Specialist, (2) Lead Police Services Specialist, (3) Crime Specialist – Prevention/Community Relations, (4) Crime Specialist – Evidence Technician, and (5) Crime Specialist-Analyst (6) Domestic Violence Coordinator. New non-commissioned positions created in the future by expansion of the Police Department or by reclassification of any current non-commissioned position within the bargaining unit would be recognized as within the bargaining unit unless confidential or supervisory.

ARTICLE 2 – Term and Scope of Agreement.

Section 1. Effective Date. This Agreement shall become effective on January 1, 2017 and shall remain in full force and effect to and including December 31, 2019.

Section 2. Entire Agreement. The Agreement expressed herein in writing constitutes the entire agreement between the parties.

Section 3. Collective Bargaining Rights. The parties acknowledge that each has had the unlimited right and opportunity to make proposals with respect to any matter being the proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement.

ARTICLE 3 – Management Rights.

Except as specifically modified by other Articles of this Agreement, the Association and employees recognized the exclusive right of the City to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to the following:

1. To establish the qualifications for employment and to employ employees.
2. To establish the makeup of the City work force and make changes from time to time, including the addition or elimination of classifications, and direct the work forces towards the organizational goals established by the City.
3. The right to determine its mission, policies, and all standards of service offered to the public.
4. To plan, direct, schedule, control and determine the operations or services to be conducted by the employees of the Police Department and City.
5. To determine the means, methods and number of personnel needed to carry out the departmental operations and services.
6. To direct the work forces.
7. To hire and assign or transfer employees within the department or police-related functions.
8. To promote, demote, suspend, discipline or discharge employees for cause subject to applicable Civil Service Laws, Rules and Regulations.
9. To lay-off or relieve employees of duty.
10. To make, publish, and enforce rules and regulations including reasonable rules pertaining to secondary employment.
11. To introduce and use new or improved methods, equipment or facilities.
12. To contract for goods and services.
13. To assign work to and schedule employees, and to establish and change work schedules.
14. To determine the City budget and financial policies, including accounting procedures.
15. To establish and administer a personnel system which provides for all types of personnel transactions including determining the procedures and standards for hiring, promotions, transfer, assignment, lay off, discipline, retention and classification of positions.
16. To establish work and productivity standards and, from time to time, to change those standards.
17. To assign overtime.
18. To take whatever action is necessary to carry out the mission of the City in emergencies.

Provided, however, that the exercise of any and all of the above rights should not conflict with any of the express written provisions of this Agreement.

ARTICLE 4 – Performance of Duty.

Neither the Association, its officers, or agents, nor any of the employees covered by the Agreement will engage in, encourage, sanction, support or suggest any strikes, slowdowns, blu flu, speed-ups, mass resignations, mass absenteeism, the willful absence from one's positions, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment. In the event that any employee violates this Article, the Association shall, upon written request from the City to any elected representative of the Association, immediately notify any such employees in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any and all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined.

ARTICLE 5 – Grievance Procedures.

A grievance shall be defined as a dispute or disagreement raised by an employee or group of employees against the employer involving the interpretation or application of the specific provisions of this Agreement. It is specifically understood that any disputes regarding matters governed by Civil Service rules or statutory provisions shall not be considered grievances and shall not be subject to the grievance procedure hereinafter set forth. Nor shall any disciplinary actions which may be appealed to the Civil Service Commission be considered grievances and be subject to the grievance procedure herein. Grievances, as herein defined, shall be processed in the following manner.

Step 1. Discussion with Supervisor. As soon as possible, but in no case later than ten (10) calendar days after an employee knows or should have known of the event giving rise to a complaint, an employee shall first discuss their complaint with their immediate supervisor. Said supervisor shall make an investigation of the relevant facts and circumstances of the complaint and attempt to resolve the matter. If the complaint is not settled, the employee shall notify the "Non-Uniformed" Unit Grievance Committee of the Association in writing, setting forth the nature of the complaint. Said notifications shall cite the relevant facts, provisions of the Agreement allegedly violated and the remedy sought. The "Non-Uniformed" Unit Grievance Committee shall meet within three (3) calendar days to determine whether a valid grievance does in fact exist. If the complaint is found not to constitute a valid grievance, no further action will be taken.

Step 2. Written Grievance to Chief of the Department. If the grievance committee finds a valid grievance, its written findings and the original complaint of the employee shall be forwarded to the Police Chief within fifteen (15) calendar days from the date of the committee's meeting. The police chief shall meet with the employee and a committee representative within seven (7) calendar days and notify the employee in writing of his decision within ten (10) calendar days following said meeting.

Step 3. Grievance Appealed to City Manager. If the Association is dissatisfied with the decision of the Police Chief, the Association may, within ten (10) calendar days from the Police Chief's decision, request a review by the City Manager. Said appeal shall delineate the areas of agreement and disagreement with the response given at Step 2 and the reasons therefore. The City

Manager shall hold a hearing on the dispute within fifteen (15) calendar days where the parties may provide evidence and testimony. The City Manager shall issue a written decision and the reasons therefore within fifteen (15) calendar days of such hearing.

If the Association is not satisfied with the decision of the City Manager, the Association may within seven (7) working days of the date of the City Manager's decision, forward a request for review by an independent Fact Finder to the City Manager. Said request shall delineate the areas of agreement and disagreement with the decision of the City Manager and the reasons therefore. The Association and the City shall attempt to agree upon a person who would act in such capacity. If parties fail to agree upon and/or obtain a Fact Finder within seven (7) working days of service of the request, then either party may request a Federal Mediation and Conciliation Service (FMCS) to supply the names of five (5) disinterested individuals who are qualified and willing to perform as an impartial Fact Finder in the dispute. Upon receipt of said names, the parties shall meet within seven (7) working days to make a selection. Selection shall be achieved by alternate striking of names with the party striking first being determined by a coin toss.

The Fact Finder shall convene a hearing in the City of Pasco within thirty (30) days of selection by the parties. At said hearing the parties may present evidence and sworn testimony as well as cross-examine one another's witnesses. Each of the parties agrees to produce any records or materials that the Fact Finder may require relative to the dispute.

Upon closure of the hearing, the Fact Finder shall promptly issue written findings and recommended action(s). In formulating his position, the Fact Finder shall designate the losing party. The opinion shall not attempt to destroy, change, delete from, add to or alter the terms of this Agreement.

Within ten (10) working days of the City Manager's receipt of the Fact Finder's written opinion, the City Manager shall either affirm, disaffirm, or amend said opinion and provide the reasons therefore. The result of the City Manager's review shall be final and binding on the parties and there shall be no further appeal.

Each party shall bear the cost of the preparation of its own case. The cost of the Fact Finder shall be borne by the parties in equal amounts including related fees, expenses and room rental. In the event the City Manager does not follow the recommendation of the Fact Finder's written opinion, the City shall bear the full cost of the related fees, expenses, etc., of the Fact Finder.

Special provisions:

1. The term "employee" as used in the Article shall mean an individual employee, or group of employees, accompanied by a representative.
2. An Association representative and/or aggrieved party shall be granted time off without loss of pay for the purpose of processing a grievance from Step 2 forward. Any investigation undertaken by the Association upon the work site shall be

conducted so as not to disturb the work of uninvolved employees and only after advance notice to the department head.

3. A grievance may be entertained or advanced to any step in the grievance procedure if the parties so jointly agree.
4. The time limits as specified in this procedure may be extended by mutual written consent of the parties involved. Both parties must sign a statement of the duration of such extension of time.
5. Any grievance shall be considered settled at the completion of any step if all parties are satisfied or if neither party presents the matter to a higher authority within the prescribed period of time.
6. Failure to act within the time limits specified in any step, other than a failure to meet or respond within the time limits, shall constitute a waiver and forfeiture of the moving party's right to further consideration of the grievance. Failure to meet or respond shall be deemed a waiver of that step and the grievance may be referred to the next step of the grievance procedure if the aggrieved party gives written notice of its intent to do so within five (5) calendar days after the deadline for meeting or responding.

The parties agree to use a standardized form for the submission of grievance. The parties' agreed to form is attached hereto.

ARTICLE 6 –Shift Off Exchange.

Section 1. Shift Exchange. Employees shall have the right to exchange shifts off when the exchange does not interfere with the best interests of the police department or result in overtime liability for the employer. Requests for exchanges of shifts off shall be made forty-eight (48) hours in advance of the day requested, excluding holidays and weekends, and be subject to the approval of the Chief of Police or his designee.

Section 2. No Overtime Liability. A shift exchange shall not result in overtime liability for the employer. When an exchange results in an employee working hours that would qualify for overtime, the excess hours worked shall be excluded from the calculation of hours for which the employee would otherwise be entitled to overtime. Where employees trade hours, each employee will be credited as if he or she had worked his or her normal work schedule for that shift.

ARTICLE 7 – Sick Leave.

Section 1. Purpose. It is understood that sick leave is solely for the purpose of illness or injury when the employee is unable or unfit to report to work. For all employees, paid sick leave shall not be available for illness or injury resulting from or caused by accident connected with other

gainful employment where the City has not previously approved the outside employment. The Chief of Police, at his discretion, may require a doctor's certification of unfitness for duty.

Section 2. Accrual and Use. All employees shall accrue and receive sick leave benefits as follows:

a. Accrual of Sick Leave. Sick leave shall accrue at the rate of eight (8) hours for each month of active service for each regular employee to a maximum accumulated sick leave of 960 hours; however, the severance benefit provided hereafter shall be based on the product of twenty-five percent times the accrued number of sick leave hours up to a total of 720 hours.

b. New or Probationary Employees Accrual and Use of Sick Leave. A temporary, provisional or probationary employee shall earn sick leave credit in accordance with Section 2a, which shall be credited to the probationary employee after ninety (90) days of employment. New employees beginning work for the City prior to midnight of the 15th of the month shall earn sick leave credits from the first of the month. All employees beginning work for the City after 12:01 A.M. on the 16th of the month shall not earn sick leave credits until the 1st of the succeeding month.

c. Sick Leave with Pay. Employees shall earn and may be granted time off with pay covering periods of illness or involuntary physical incapacity except time off caused by accident connected with other gainful employment not previously approved by the City to the extent that sick leave has accrued. In order to be granted sick leave with pay, an employee must meet the following conditions:

(1) Report to the Chief, immediate supervisor or designated representative the reason for the absence. Unless the employee's condition otherwise prohibits, sick report must be made as soon as possible on the first day of the absence and every day thereafter (unless waived by the Chief or his designee) as far in advance of the scheduled work as possible. Normally, this report shall be made no later than one-half hour before the start of the shift.

(2) Keep the Chief, immediate supervisor or designated representative informed of their condition if the absence is of more than three working days duration.

(3) If absence extends beyond three working days duration, the employee will be required, at the option of the Chief, to submit a medical certificate signed by a physician stating the kind or nature of sickness or injury, that the employee has been unfit for work for the period of absence or quarantine or required to receive out-patient care and is again physically able to perform his duties. The cost of obtaining such medical certificate shall be at the City's expense. The medical certificate shall be submitted to the Chief of Police or his designee and the contents of the certification shall be disseminated to other City employees only on a "need to know" basis.

(4) Permit the City to make a medical examination by a health care professional if the City deems it so desirable. The City shall pay the expense of such a medical examination and the records shall be maintained consistent with the medical confidentiality requirements.

d. Return to Work after Sick Leave. The City may, at its expense, require a certificate from an employee's physician stating that the employee is physically capable of returning to work. The City may, in addition and at its expense, require the employee to be examined by a physician of the City's choice to determine the ability of the employee to safely perform his assigned tasks.

e. Sick Leave – Payment in Lieu Thereof. An employee at the time of leaving the City, except for any such employee who has not given at least two weeks written notice of their voluntary termination of employment with the City, shall have twenty-five percent of his or her accumulated and unused sick leave up to an aggregate credit of 720 hours paid to them in accordance with regular City payroll procedures.

Section 3. Family Illness. The City and the Association agree that the City will follow all state and federal laws for leave use. These include but are not limited to FMLA, WFLA, USERRA, state pregnancy leave laws, Washington Paid sick leave law. Details of specific laws are available in Administrative Orders and with Human Resources.

ARTICLE 8 – Work Schedule and Overtime.

Section 1. Work Schedule.

a. Normal Work Week and Work Day. For Clerical employees the normal workweek shall consist of five (5) consecutive days in a seven (7) day work-period designated by the City. The normal workday will consist of eight (8) consecutive hours of work and an unpaid, off-duty lunch break each day subject to emergency work duties. Provided, this provision is not intended to prohibit, by mutual agreement of the parties, the institution of an alternate work shift in accordance of City of Pasco Administrative Order # 232 – Flex Time. For non-clerical employees their job duties will affect their assignment or work hours.

b. Time of Work. Subject to subsection c. below, employees shall begin their work at the time established by the Chief of his designee.

c. Change in Regular Long-Term Work Schedules. In the event the regular long-term work schedule for an employee classification is changed, the employer will provide at least thirty (30) days advance written notice except in the case of a bona fide emergency. Prior to making a final decision the City will meet in good faith with the Association on the proposed change. At the meeting with the Association, the City will explain the proposed change; listen to the input of the employees regarding their concerns and suggestions. The Chief will take into consideration the input of the employees in making his final determination, but the determination of the Chief shall be final.

d. Breaks. Each employee shall receive a lunch period of thirty (30) minutes approximately half way through the workday in accordance with the work schedule. Changes in the length of the regular lunch period shall be subject to the requirements of subsection c. above. The lunch period shall not be compensable time, unless the employer interferes with the

employee's lunch break or the employee is required to fulfill work responsibilities. Each employee shall receive a rest period not to exceed fifteen (15) minutes approximately half way through the first half shift and approximately half way through the second half shift of each working day, in accordance with a schedule established by the City.

Section 2. Overtime.

a. Overtime Hour Threshold. All authorized work performed in excess of forty (40) hours worked in a seven (7) day work period shall be paid for at the rate of time and one-half the regular straight time rate of pay, in accordance with City of Pasco Administrative Order #232 - Flex Time. **Provided,** however, time worked on a sixth or seventh day of work in a seven (7) days work period shall be paid at the time and one-half rate. Hours worked shall not include any paid or unpaid leaves. The workweek shall not be lengthened solely to take advantage of an employee's illness, vacation, or holiday, so as to avoid overtime payment. Overtime will be distributed equally among those employees who normally perform the work. Compensatory time off may be granted in lieu of any accrued pay on a time and one-half basis at the request of the employee and agreement of the Police Chief or his designee in accordance with the City of Pasco Administrative Order #279 – Works Period, Overtime and Compensatory Time.

b. Call Backs. Should an employee be called back to the work site to work on a scheduled day off or after normal working hours, the employee shall receive a premium pay of Twenty Dollars (\$20.00) plus wages at time and one-half (1.5x) for actual hours worked during the call out. An employee shall be deemed to have been "called back" only when the employee receives notice of work to be done after having left the work site. Employees who are required to report to work early, contiguous with their regular shift or who are asked to "hold over" after the end of the regular shift shall not be eligible for the callout minimum stated above but shall receive pay at time and one-half if applicable, for only the actual hours worked.

c. Authorization by Chief. Overtime will be worked only at the direction of the Chief or his designee. All employees shall work overtime when it is assigned.

ARTICLE 9 – Holidays.

Section 1. Legal Holidays. The following days are designated as City holidays.

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1
Martin Luther King's Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veterans' Day	November 11
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving Day	4 th Friday in November

Christmas Day
Personal Holiday

December 25
As arranged

- a. Personal Holiday.** The Personal Holiday is a paid day off that may be selected subject to the following conditions:
- (1) The employee has been continuously employed for more than six (6) months.
 - (2) The employee has given at least fourteen (14) days written notice to his supervisor unless said notice is waived.
 - (3) The supervisor has approved the day.
 - (4) The day is taken during the calendar year. Entitlement to the day will lapse except where the day has been requested and that day and an alternate have been denied. **In the event of denial,** the employee shall be paid for the day the last pay period of December at the holiday rate of pay unless the employee's request for a personal holiday is made on or after **December 1,** in which case the employee shall receive their regular hourly rate of pay.
- b. Additional Holidays.** Any addition holidays declared by the city Council shall apply to the members of the bargaining unit.

Section 2. Holiday Compensation Rate. In addition to being paid for the holidays designated above, if an employee is required by the City to work on a paid holiday the employee shall receive one and one-half times their regular rate of pay for the hours actually worked in addition to Holiday pay at straight time rates.

Section 3. Weekend Holidays. Whenever any holiday specified above falls on a Saturday, the Friday immediately preceding such holiday shall be observed as the holiday. When any of the above holidays falls on a Sunday, the Monday immediately following shall be observed as the holiday.

Section 4. Holiday During Vacation Leave. In the event a holiday honored under this Agreement falls during an employee's annual vacation, vacation leave for that day will not be charged.

ARTICLE 10 – Bereavement.

Section 1. Death in Family. In the event of a death in the immediate family of an employee, the employee shall be granted up to 32 hours off with pay. Additional leave for such purpose may be taken and charged to other earned leave upon authorization of the Police Chief or his designee. The City may require documentation of the need for such leave.

Immediate family for these purposes shall be defined as follows: spouse and children of the employee, mother, father, brother, sister, and grandparents of the employee and those of the employee's spouse.

ARTICLE 11 – Medical, Dental and Life Insurance.

Section 1. Medical, Dental and Vision Insurance for Employees and Dependents. The parties have agreed to the following:

- a. The Non-Represented medical insurance premium, medical premium cap and medical plan (e.g. coverage, deductibles, maximum out of pocket amount, wellness/preventive, etc.) will be followed.
- b. The Non-Represented dental plan will be followed.
- c. The Non-Represented vision plan will be followed.

d. **Medical Legislation.** Notwithstanding the above, in the event state or federal legislation requires the Employer to make changes in the group medical benefits provided employees during the life of this agreement, the Employer reserves the right to make the required changes, provided, however, the employer provides the bargaining representative with at least thirty (30) days advance notice of the change(s) and further provided that, either the employer or the union may require this section to be reopened in negotiations if the change results in a reduction of benefits or an increase (by at least 10%) in the amount of premium paid by either the employer or the employee, by providing the other with written notice within fourteen (14) days of receipt by the Association of the notice from the employer of the proposed changes.

Section 2. Life Insurance. The City, for the term of this Agreement, shall continue to provide an employer-paid plan with benefits of Fifteen Thousand Dollars (\$15,000.00) of face value term insurance.

ARTICLE 12 – Vacations.

Section 1. Vacation Credit. All regular employees shall receive vacation credit for each month of continuous service starting from the date of the employee’s probationary employment according to the following accrual schedule:

<u>Years of Service</u>	<u>Pay Period Accrual</u>	<u>Annual Accrual</u>
0-5	3.70 hrs	96 hrs
6-10	4.62 hrs	120 hrs
11-14	5.54 hrs	144 hrs
15 or more	6.46 hrs	168 hrs

Section 2. Accumulation of Vacation. No accumulation of accrued vacation credit in excess of what the employee earns in a one and one-half (1½) year period shall be permitted. Time not taken which causes accrual beyond one and one-half (1½) years will be lost to the employee.

Section 3. Probationary Employees. A probationary employee will earn vacation credit that shall be credited to the employee when the employee becomes a regular employee. Probationary

employees may not use any vacation leave during the first six months of employment/probationary period. They will be allowed to take up to sixteen (16) hours of vacation leave during the second six months of employment/probationary period.

Section 4. Vacation Buyback. After entering their tenth year of continuous service, employees may convert up to forty (40) hours accumulated vacation to cash in December of each year. Provided, the employee has maintained satisfactory work performance as shown on their last performance evaluation and has used at least eighty (80) vacation hours during the preceding twelve (12) month period.

ARTICLE 13 - Wages.

Section 1. Wage Rates for all positions:

- a. **January 1, 2017** – 4.0% 1st full pay period
- b. **January 2018** – 2% effective 1st full pay period of 2018
- c. **Effective July 15, 2018** – 0.25%
- d. **January 1, 2019** – 2.5% effective 1st full pay period of 2019.

Effective January 2017, the pay rate of the Police Services Specialist Lead classification will be Grade 8 of the PPOA Non-Uniform Wage Scale.

Wage increases are shown on **Appendix “A”** for all bargaining unit positions.

Section 3. Out of Class Pay. Employees assigned to work in a higher classification for more than eighty (80) consecutive work hours shall be paid for all hours worked in the higher classification at a rate of pay equal to ninety percent (90%) of the maximum wage applicable to the higher classification.

ARTICLE 14 – Uniforms and Cleaning.

Section 1. Uniforms. The employer shall provide three (3) complete uniforms, if required for performance of duties, to each new employee. Uniform items include:

- Long sleeved shirt (3)
- Short sleeved shirt (3)
- Long pants (3)
- Short pants (3)
- Belt (1)
- Sweater (1)

The City will determine uniform styles, including colors. Uniform items shall remain the property of the City.

The City will also provide the following uniform items to the Crime Specialist-Evidence Technician, and will replace those items on an “as needed” basis:

Winter coat	(1)
Rain coat	(1)
Nomex meth lab suit (fire resistant) two-piece suit, with pants and long sleeved shirt	(1)
Polo shirts	(5)
BDU-style pants	(5)

The City will also provide the Crime Specialist-Evidence Technician with (1) pair of shoes pursuant to the provision of Section 4 of this Article.

Section 2. Replacement/Cleaning. Replacement of uniforms and uniform parts shall be on an “as needed” basis determined by the City. The City shall provide without cost to the employees, cleaning of up to twenty-four (24) uniform articles each month.

Section 3. Loss and Damage. Uniform parts lost, stolen, or damaged in the line of duty and without neglect on the part of the employee will be replaced by the employer without recrimination, cost or charge to the employee. Uniform parts lost or damaged by the employee intentionally or through neglect on their part will be replaced by the employee at their cost.

Section 4. Shoes. The employee shall supply shoes acceptable to the City as a uniform part. The City shall provide an allowance for each employee required to wear a uniform in the amount of seventy-five (\$75.00) annually, to be paid on the first (1st) payroll of January. The employee shall bear any excess costs for the shoes selected. Shoes shall be for duty use only.

Section 5. Definition. “Employee” when used in this Article means the employees in the Lead Police Services Specialist position and employees in the Police Services Specialist position.

ARTICLE 15 – Substance-Free Work Place Policy.

The Substance-Free Work Place Policy set forth in Administrative Order Number 65A, dated August 28, 1992 is incorporated herein by this reference.

ARTICLE 16 – Federal Family and Medical Leave Act of 1993.

Section 1. Administrative Order No. 231 of the City Manager, originated November 22, 1993 and dated March 17, 2010, setting forth the implementing procedures of the FMLA by the City is hereby incorporated by this referenced herein as if specifically set forth.

Section 2. Employees are cautioned to be mindful of the thirty (30) day advance notice requirement and the use of the FMLA Leave Request Form when family or medical leave is intended to be used.

Section 3. FMLA leave may be coordinated with other leave benefits as noted in Administrative Order No. 231. Any conflict between a provision of this Agreement and Administrative Order No. 231 shall be resolved in favor of the language of this Agreement.

ARTICLE 17 – Savings Clause.

Should any Article, Section or portion of this Agreement be held unlawful and unenforceable by final order of any court of competent jurisdiction or administrative agency having jurisdiction over the subject matter, or by legislation of the State of Washington or federal government, such decision or legislation shall apply only to the specific Article, Section or portion thereof directly affected. Upon issuance of any such decision or legislation, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section or portion thereof. All other portions of this Agreement and the Agreement as a whole, shall continue without interruption for the term hereof.

ARTICLE 18 – Education Assistance

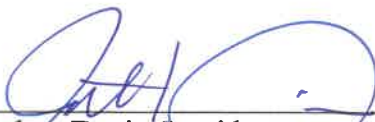
Section 1. Education Assistance. The City and the Association recognize the benefits brought to the police function by increased educational levels. In an effort to increase members' educational levels, the City will provide financial assistance to employees as outlined in City of Pasco Administrative Order Number 228, Education Assistance Policy.

Dated this 16th day of July, 2018.

CITY OF PASCO



Dave Zabell,
City Manager



Jonathan Davis, President
Pasco Police Officer's Association

PASCO POLICE OFFICERS' ASSOCIATION (Non-Uniformed)

2018 - WAGE SCALE

Effective 01.01.2018

POSITION	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	MAX Merit
PSS	6	20.51	20.92	21.34	21.77	22.20	23.98
Crime Specialist Lead PSS	8	25.81	26.33	26.85	27.39	27.94	30.17

All rates are hourly rates.

All steps are dependent upon satisfactory performance evaluations.

City Manager may grant double step increase for meritorious performance upon recommendation of Chief of Police.

2017: 4.00% Increase over 2016 wages. (Effective 01.01.2017)

2018: 2.00% (Effective 01.01.2018)

2018: 0.25% (Effective 07.15.2018)

2019: 2.50% (Effective 01.01.2019)

2017 Notes:

--- Lead PSS moved from Grade 7 to Grade 8

--- Scale moved from 11 steps (EL - 10) to 5 steps (1-5)

--- Max Merit & 2% increase between steps remained unchanged

PASCO POLICE OFFICERS' ASSOCIATION (Non-Uniformed)

2018 - WAGE SCALE

Effective 07.15.2018

POSITION	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	MAX Merit
PSS	6	20.56	20.97	21.39	21.82	22.25	24.04
Crime Specialist Lead PSS	8	25.87	26.39	26.92	27.45	28.00	30.24

All rates are hourly rates.

All steps are dependent upon satisfactory performance evaluations.

City Manager may grant double step increase for meritorious performance upon recommendation of Chief of Police.

2017: 4.00% Increase over 2016 wages. (Effective 01.01.2017)

2018: 2.00% (Effective 01.01.2018)

2018: 0.25% (Effective 07.15.2018)

2019: 2.50% (Effective 01.01.2019)

2017 Notes:

--- Lead PSS moved from Grade 7 to Grade 8

--- Scale moved from 11 steps (EL - 10) to 5 steps (1-5)

--- Max Merit & 2% increase between steps remained unchanged

PASCO POLICE OFFICERS' ASSOCIATION (Non-Uniformed)

2019 - WAGE SCALE

Effective 01.01.2019

POSITION	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	MAX Merit
PSS	6	21.07	21.49	21.92	22.36	22.81	24.63
Crime Specialist Lead PSS	8	26.52	27.05	27.59	28.14	28.71	31.00

All rates are hourly rates.

All steps are dependent upon satisfactory performance evaluations.

City Manager may grant double step increase for meritorious performance upon recommendation of Chief of Police.

2017: 4.00% Increase over 2016 wages. (Effective 01.01.2017)

2018: 2.00% (Effective 01.01.2018)

2018: 0.25% (Effective 07.15.2018)

2019: 2.50% (Effective 01.01.2019)

2017 Notes:

--- Lead PSS moved from Grade 7 to Grade 8

--- Scale moved from 11 steps (EL - 10) to 5 steps (1-5)

--- Max Merit & 2% increase between steps remained unchanged