

**January 01, 2007 – December 31, 2009**

**AGREEMENT**

**BY AND BETWEEN**

**THE**

**DUPONT POLICE OFFICERS' ASSOCIATION**

**International Union of Police Associations**

**LOCAL #165**

**AND THE**

**CITY OF DUPONT**

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

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## **PREAMBLE**

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

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

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

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

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

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

**Section 3.1** It shall be a condition of employment that all employees of the City, covered by this Agreement who are members of the Association in good standing on the execution date of 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 thirtieth (30th) day following the execution date of this Agreement, become and remain members in good standing in the Association, or in lieu thereof pay each month a service charge equivalent to regular Association dues to the 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 thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Association, or in lieu thereof pay each month a service charge equivalent to regular Association dues to the Association as a contribution towards the administration of this Agreement. Provided: Objections to joining the Association which are based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member will be observed. Any such employee shall pay an amount of money equivalent to regular Association dues and initiation fees to a non religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fees. The employee shall furnish written proof to the Association that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

**Section 3.2** The Association agrees that membership in the Association will not be denied or terminated for any reason other than the failure of an employee covered by this Agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Association.

**Section 3.3** The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fees and regular monthly dues uniformly required of members of the Association or in lieu thereof the monthly service charge. The amounts deducted shall be transmitted monthly to the Association on behalf of the employees involved. Authorization by the employee shall be on a form approved by the Association so notified. The performance of this function is recognized as a service to the Association by the City. The Association shall provide the City with at least one full pay period notice of any change in dues. There shall be no retroactive deduction of dues. The Association agrees to indemnify and hold harmless the City from any action arising from this Section.

**Section 3.4** The Association agrees that the City shall not terminate the employment under the security clause provisions of this Agreement until written notification is received from the Association that an employee has failed to pay the required dues or service charge or provide proof of an alternative payment based on religious tenets as provided herein above.

**Section 3.5** As it pertains to Section 3.1 and 3.2 the Association agrees to indemnify and hold harmless the City from any action arising from the termination of an employee if such termination was caused by the Association's error or neglect.

**Section 3.6** Reserve Officers are to be utilized to augment the full time officers. They shall not take the place of full time officers.

**Section 3.7** No part-time, volunteer or temporary employees shall work within the police department or perform work that is traditionally performed by commissioned officers unless mutually agreed to by both parties. The agreement shall be reduced to writing and signed by both parties.

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

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

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

**Step 1** The Association or aggrieved employee shall first present the grievance, in writing, setting forth relevant facts, (including the alleged violation and the resolution requested), to the Chief of Police, who shall review the grievance and render a written decision within ten (10) working days of receipt of the grievance. The written grievance at this step, and at all steps thereafter, shall contain the following

information: (1) a statement of the grievance and the facts upon which it is based (2) the alleged violation of this Agreement; (3) the remedy or adjustment sought; and (4) the signature of the aggrieved employee or Association Representative.

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

**Step 3** If the grievance is not resolved at Step 2, the Association may, within thirty (30) calendar days from the completion of Step 2, give written notice to the City of its intent to submit the grievance to arbitration. The Association shall immediately request a list of seven (7) arbitrators from the Public Employment Relation Commission. Upon receipt of the list both parties shall meet within ten (10) working days to alternately strike names from the list until one name remains, who shall serve as the neutral arbitrator. First strike shall be determined by the flip of a coin between the Association and the City. The arbitrator shall be requested to issue a written decision within thirty (30) calendar days of the close of the hearing, or issue a bench decision if mutually agreed to and requested by both parties of this Agreement. The decision shall be final and binding on both parties. The arbitrator shall have no power to alter, amend or change the terms of this Agreement.

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

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

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

## **ARTICLE 5 - WORK STOPPAGES**

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

## **ARTICLE 6- MANAGEMENT RIGHTS**

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

## **ARTICLE 7 - VISITATION BY ASSOCIATION REPRESENTATIVES**

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

## **ARTICLE 8 - SAFETY COMMITTEE**

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

## **ARTICLE 9 - COMPENSATION PLAN**

Nothing in this section shall be construed to permit variances from the terms of this Agreement without the mutual consent of the parties, or to constitute a waiver of the parties' obligation to collectively bargain.

The salary scale is set forth in Appendix A of this CBA.

The step increase shall be applied on the day on which the anniversary occurs.

## **ARTICLE 10 – USE OF FACILITIES AND EQUIPMENT**

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

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

**ARTICLE 11 - STANDARD WORKING CONDITIONS**

**Section 11.1** Vacations shall be provided as follows:

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

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

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

- 2. No employee shall earn more vacation in any one calendar year than the above stipulated days and new employees shall accrue vacation based on the above schedule beginning from the date of their appointment.
- 3. Vacation leave may not be taken without the prior approval of the Chief of Police or his designee and may not be taken in the pay period in which it was earned. Vacation leave shall be scheduled so as to meet the operating requirements of the Department and, as far as practicable, the preferences of the employees. Vacation shall not be denied solely because it creates overtime.
- 4. Vacation accrual balances shall not exceed 240 hours. If vacation accrual reaches this threshold, the employee can either take vacation or have some hours cashed out or, if a City VEBA account is established, the employee may choose to have the excess amount deposited into the employee's VEBA account. When an Association member cashes out any portion of his vacation bank, it will be paid as prescribed by law.

**Section 11.2 - Sick Leave** Sick leave with pay shall be provided as follows:

- A. Each regularly employed full-time employee shall accrue sick leave at the rate of six (6) hours per pay period of service. The maximum accrual of sick leave shall be one thousand two hundred eighty (1280) hours. An additional floating holiday will be accrued for an employee upon completion of twelve (12) months continuous service without incurring a sick day.

- B. In the event that an employee is sick or injured or otherwise qualifies for sick benefits while he/she is on vacation, and it can be established that the employee is incapacitated due to illness or injury the day or days that he/she is sick under these circumstances shall be carried as sick rather than vacation, and he/she will, for all purposes, be treated as though he were home solely for the reason of his illness or injury.

**Section 11.3 - On-the-Job Injury** On-the-job injury provisions shall be as provided in the Washington State Law Enforcement and Firefighters Retirement Act.

For all employees, sick leave will be credited and debited to each employee in the same amounts, and under the same policies governing all City employees.

**Section 11.4 – Prolonged Illness** An employee shall not be terminated by the City because of prolonged continuous illness or injury provided the period of injury is not longer than twenty-four (24) months. Upon being pronounced physically and mentally fit by the City and employee’s doctor, the employee shall be reinstated to the same classification in accordance with seniority rights.

**Section 11.5 – Military Leave** Every Association member who is a member of the Armed Forces Reserves shall be granted a leave of absence for the purpose of attending active duty training. Such military leave of absence shall be in addition to any paid leave to which the member might otherwise be entitled. While on military leave the member shall not suffer a loss of efficiency rating, privileges, or pay. During the period of military leave the employee shall receive from the City normal pay for a period not exceeding fifteen (15) calendar days each calendar year.

**Section 11.6 Jury Duty** Employees who are required by due process of law to render jury services shall receive their regular pay during such period. The employee shall refund any jury pay received from the Court to the City. Employees shall be required to report to work when there are three (3) or more hours of their regularly scheduled shift remaining inclusive of regular travel time.

**Section 11.7 - Holidays**

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

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

- B. Holiday time shall accrue in the month in which the holiday occurs. All accrued holiday time must be taken within the year in which it is earned. A maximum of not more than forty-eight (48) hours may be carried into the following year.
- C. Any work performed on the following holidays shall be compensated at the rate of one and a half (1.5) times the employee’s regular straight-time rate of pay:

New Year's Day (January 1)  
Independence Day (July 4)  
Thanksgiving Day (4<sup>th</sup> Thursday in November)  
Christmas Day (December 25)

- D. In order for an employee to receive holiday pay, that employee must be in a paid status on either the regularly scheduled workday immediately preceding the holiday or the regularly scheduled workday immediately following the holiday. Paid status is defined as any hours paid by the City.
- E. Association members shall be compensated for all accrued unused holidays at termination of employment at the employee's final regular rate of pay.

### **Section 11.8 – Insurance**

- A. Medical and hospital insurance shall be as provided through AWC Plan "B" or Group Health Co-pay Plan 1. A choice of at least two plans for such coverage shall be offered by law. The City shall make contributions equal to one hundred (100%) percent of the premium necessary to provide employee and dependent coverage on behalf of every full time commissioned employee.

Effective January 1, 2007, employees shall contribute forty dollars (\$40.00) per month toward the cost of the plan. The deductions shall be made under an IRS Section 125 plan.

The City and the Association agree to meet and establish a medical plan committee no later than the first quarter of 2007. The medical plan committee shall be comprised of members of the Association, other employees of the City not members of the Association, and management employees. The committee shall review the terms and costs of the current medical plan and compare them with alternative medical plan options in order to determine if there is an alternate plan or plans that will provide quality medical care at a more reasonable cost. The Committee shall forward its findings and recommendations to the Association and to the City Administrator no later than September 1, 2007, unless that date is extended by mutual agreement of the parties. Thereafter, either party may re-open Section 11.8 of this Agreement to bargain a new medical plan.

Should any City employee covered by the FLSA receive a better medical insurance benefit (i.e. lower employee contribution or Plan A) during the life of this Agreement, the same benefit shall be offered to the Guild.

- B. The City shall make contributions under Washington Dental Plan "E" equal to the cost of the premium for Plan "B" necessary to provide employee and dependent coverage on behalf of every full time commissioned employee. The City will deduct the difference in the cost of the premiums (Plan E plus Plan II rider vs. Plan B) from the employee's pay. The City will offer the AWC Orthodontia Plan II rider to the Washington Dental Service plan.

As an alternative to AWC Dental Plan "E", at an employee's option, an employee may choose to participate in the Willamette Dental \$10 Co-Pay Plan. If an employee chooses the Willamette Dental \$10 Co-Pay Plan, the City shall contribute an amount

toward the cost of the premium equal to the cost of the premium for the AWC Dental Plan "B" necessary to provide employee and dependent coverage on behalf of every full-time employee and on a pro-rata basis for part-time regular employees.

- C. The City shall make contributions equal to one hundred (100%) percent of the premium necessary to provide employee and dependent coverage on behalf of every full time commissioned employee with AWC Vision Service Plan Option 1 (Full family -\$0 deductible) and the Second Pair Plan Rider.
- D. The City shall pay the cost for all preventative vaccinations as needed by employees for occupational related diseases. (i.e. Hepatitis, Tetanus, etc.)
- E. The City shall make contributions equal to one hundred (100%) percent of the premium necessary to provide every full time commissioned employee forty thousand (\$40,000) dollars worth of life insurance under the AWC States West Life Plan.
- F. The City shall provide long-term disability insurance to all employees at no cost to the employee under AWC's Standard Insurance Option 1.
- G. The City shall provide each commissioned officer with on-duty and off-duty professional liability coverage, including false arrest coverage when they are acting within the scope of their authority and duties as a law enforcement officer.
- H. The City will establish a medical savings plan, Voluntary Employee's Beneficiary Association (hereinafter VEBA) plan, under Section 501(c)(9) of the Internal Revenue Code for each employee of the Association who is eligible for, and enrolls in, one of the City's health insurance plans as described in subsection A of this Article. Employees may voluntarily make monthly contributions via payroll deduction to their VEBA account.

**Section 11.9 – Probation Period** All newly hired employees shall serve a probationary period of eighteen (18) continuous months from date of hire. Lateral hires will serve a probationary period of twelve (12) continuous months from date of hire. During the probationary period, employees shall have no seniority rights.

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

**Section 11.10 – Out-of-Class Pay** An employee performing the duties of a higher position for three (3) shifts or more shall receive out-of-class pay equal to five percent (5%) of the employee's regular rate of pay.

## **ARTICLE 12 - TERM OF AGREEMENT**

This Agreement shall remain in full force and effect from January 1, 2007, to and including December 31, 2009, provided, however, that this Agreement shall be subject to such change or modification as may be mutually agreed upon by the parties hereto. All provisions of this agreement shall remain in effect while a successor contract is negotiated to the extent provided for by state law.

## **ARTICLE 13 - PERSONAL PROPERTY REIMBURSEMENT**

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

#### **ARTICLE 14 - ASSOCIATION LEAVE OF ABSENCE**

**Section 14.1 - Association Leave of Absence** Time off duty to attend the following meetings will be granted to the President or an authorized representative of the Association without loss of pay:

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

**Section 14.2 - Attendance at Association Meeting While on Duty** Association members shall be allowed to attend Association meetings while they are on duty in absence of emergency conditions, and provided that said activities do not unreasonably interfere with the operations of the City.

**Section 14.3 - Attendance at Civil Service Meeting While on Duty** Association members shall be allowed to attend Civil Service meetings while they are on duty if they are parties to the proceedings and in the absence of emergency conditions.

#### **ARTICLE 15 - HOURS OF WORK**

##### **Section 15.1 – Hours of Work**

- A. Hours of Duty - Working hours shall be the equivalent of eighty-four (84) hours per fourteen (14)-day work cycle, with scheduled shifts to be twelve (12) hours including mealtimes.
- B. Shift and day off schedule:

SHIFT HOURS	
Day Shift:	0600-1800
First Relief:	1200-2400
Second Relief	1600-0400

Graveyard:

1800-0600

Days off for PPO's and Sergeants will be F/S/S, TH/F/S/S or M/T/W, M/T/W/TH (In accordance with Article 36 and the DuPont Police Policy and Procedures Manual Chapter XXXIX). Association members shall receive consecutive days off. Days off shall not be changed to save overtime. Any violation shall result in all hours worked to be paid at the applicable rate of pay as defined in section 16.1.

C. Twelve (12)-hour work schedule:

All employees covered by this CBA shall work four (4) consecutive twelve (12)-hour shifts with three (3) consecutive days off and three (3) consecutive twelve (12)-hour shifts with four (4) consecutive days off.

D. Meals and Breaks

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

**Section 15.2 - Alternate Work Schedules** Any variations to the above recognized shifts in Sections 15.1 may be made by mutual agreement between the City and the Association.

**Section 15.3 - Scheduled Shift** A scheduled shift shall be any tour of duty published in the monthly work schedule. Scheduled overtime shall be clearly designated.

**Section 15.4 - Unscheduled Shift** An unscheduled shift shall be any tour of duty that deviates from the published monthly work schedule which is ordered with less than seven (7) days' notice, provided that early/late assignments starting one hour or less before or after a regular shift, court appearances, extended duty overtime at the conclusion of the employee's shift, or training shall not be considered an unscheduled shift.

**Section 15.5- Shift Changes** In an emergency, defined as a situation urgently requiring prompt action, the Chief of Police or designee, in writing, may change hours of work or shifts with less than seven (7) days' notice paid at the applicable rate of pay as defined in section 16.1.

**Section 15.6 - Hours of Work Changes** The City reserves the right on either an individual or department-wide basis to modify work schedules in order to meet the needs of the Department or the best interests of the City, as determined by the Chief of Police. The Employer shall provide employees at least thirty (30) days advance written notice prior to implementing a change in the shift schedule.

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

**ARTICLE 16 - OVERTIME**

**Section 16.1 – Overtime** Overtime shall be accounted for and paid in .25 hour increments. Overtime worked, shall be paid at time and one-half (1-1/2) of their regular rate of pay. Overtime shall be paid for any hours outside of the employee's regularly scheduled shift or all hours worked in excess of eighty-four (84) hours in a fourteen (14)-day work cycle. Time spent on jury duty or for bereavement leave shall, for the purposes of overtime calculation, consistute hours worked. An employee may choose to have the overtime pay deposited into the employee's VEBA account if such account is established.

**Section 16.2 - Compensatory Time** Upon earning overtime as outlined in this Agreement, an employee may choose to be compensated for the overtime in cash or equivalent compensatory time off, except as outlined in Section 16.3. Such compensatory time may be accrued up to a maximum bank of two hundred (200) hours. Overtime earned which would place the employee above the maximum accrual of two hundred (200) hours shall be paid in cash as prescribed by law. Such "bank" of compensatory time may be carried over from year to year and may be taken in a minimum of one (1) hour increments. All use of compensatory time off shall be approved by the Supervisor. Upon separation, each employee shall receive cash compensation for all compensatory time accrued but not used as prescribed by law. An employee may choose to have the cash compensation for compensatory time accrued deposited into the employee's VEBA account if such an account is established.

**Section 16.3 - Overtime funded by Grants** When an employee works overtime that is funded by a Grant, the compensation will be overtime cash with no compensatory time allowed.

**Section 16.4 - Commute Overtime** Employees involved in police action when traveling off duty in a patrol vehicle will be compensated for actual time worked. Officers must advise a supervisor as soon as practical.

**Section 16.5 – Order of Precedence for Determining Overtime** Overtime shall be offered by seniority and first offered to the Association member on scheduled days off, excluding vacations.

**Section 16.6 – Rank for Rank Overtime** All overtime shall be filled by an employee holding an equal rank as the work assignment which has been vacated as a result of an absence whenever possible.

## **ARTICLE 17 - CALL-OUTS AND COURT APPEARANCES**

**Section 17.1 - Call-out** When an officer is called out, he/she shall be compensated at the appropriate overtime rate, with a minimum payment of three (3) hours. If the call-out is voluntary, the overtime compensation begins when the employee arrives at the station or crime scene. If the employee is ordered to return to work the overtime compensation begins when the employee receives the order to return to work. The supervisor shall specify at the time of the call-out whether the call-out is voluntary or ordered. If it is a voluntary call-out, the officer may decline coming in.

**Section 17.2 - Court Appearances** When an employee is required, for work related matters, to testify in court on a civil or criminal matter, before an administrative agency, mental health commitment proceeding, or an arbitrator, during off-duty time, he/she shall be compensated at the appropriate overtime rate, with a minimum payment of three (3) hours. If an employee is held over after his/her shift, it will be considered a shift extension and there will be no three (3)-hour minimum unless there is a break in excess of one half (1/2) hour between the end of the shift and the beginning of court or other hearing specified above.

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

All types of pyramiding of overtime relating to Sections 17.2 shall be disallowed.

**Section 17.3 - Cancellation of Court Appearances** Whenever a court or hearing appearance not scheduled during an employee's normal duty hours is canceled after 1800 hours on the day preceding the scheduled appearance, the employee shall be entitled to the overtime minimum payments called for by this Agreement. This does not apply to DOL hearings or court appearances outside of DuPont Municipal Court.

All types of pyramiding of overtime relating to Section 17.3 shall be disallowed.

**Section 17.4 - Committees, Boards, Hearings, Meetings** When an employee is scheduled to attend a meeting called by a supervisor, the meeting will be considered an early/late assignment if it is scheduled within one hour of the beginning or end of the employee's shift. Except as above other meetings will be compensated for at the overtime rate, subject to the three (3) hour overtime minimum payment. An officer who is the subject of an intended disciplinary action will be compensated for attendance at a disciplinary review board.

**Section 17.5 - Civil/Criminal Interviews** Interviews for civil/criminal cases arising from an officer's actions as a City employee will be compensated in the following manner:

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

## **ARTICLE 18 - NON-DISCRIMINATION**

**Section 18.1** Pursuant to RCW 41.56 there shall be no discrimination against Association members or Association officers acting in any official capacity.

**Section 18.2** It is mutually agreed that there shall be no discrimination because of race, color, religion, sex, age, marital status, sexual orientation, national origin, or any physical, mental, or sensory handicaps (that do not prevent proper performance of the job) unless based upon a bona fide occupational qualification. Association and management representatives shall work cooperatively to assure the achievement of equal employment opportunity.

**Section 18.3** The City and the Association mutually agree that there shall be no discrimination or retaliation against supervisors within the bargaining unit as a result of their job performance, including, but not limited to, conducting annual employee evaluations, imposing discipline, or carrying out management directives.

## **ARTICLE 19 - POSTING OF AGREEMENT AND NOTICES**

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

#### **ARTICLE 20 - WORK ASSIGNMENTS**

**Section 20.1** Employees shall be assigned duties consistent with their job descriptions. When filling temporary vacancies, the department shall consider the existing civil service list for the classification to be filled, and will assign employees to work within proper jurisdictional lines.

**Section 20.2** The City may implement an annual performance review system. The performance review system will only be used to counsel employees as to their job performance, strengths and weaknesses, the identification of personal goals and objectives, and the determination of training needs. It shall not be used as discipline, but may be referenced in discipline.

#### **ARTICLE 21 - OFFICIAL NOTIFICATION**

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

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

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

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

#### **ARTICLE 22 - FAMILY LEAVE**

**Section 22.1 - Family Bereavement** Upon an employee being notified of a death in his immediate family while on duty, the City shall take prompt action to find a suitable relief in order that the employee may be released from duty. Immediate family is defined as: spouse, child (natural, step or adopted), parent, parent-in-law, siblings (natural, step or adopted), grandparents, and grandchildren (natural, step or adopted). Upon approval by the Chief of Police or designee, a maximum of five (5) days of paid leave per occurrence shall be granted for the death of an immediate family member. his leave shall not count against the employees leave accrual.

**Section 22.2 - Family Medical Leave Act** In accordance with the Family Medical Leave Act, the employer will grant job protected family and medical leave to all eligible employees in the bargaining unit.

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

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

**ARTICLE 23 - SPECIAL PROVISIONS**

**23.1 - Uniform/Equipment Allowance** Uniforms and equipment shall be furnished by the Employer to each employee.

Each Association employee shall be provided a uniform/equipment allowance of \$600 at the beginning of each year. This allowance will be used, upon approval of the Chief of Police, for maintaining List A items due to normal wear and tear and shall not be taxed. It will be placed into a separate account that the officer can charge to. It is the officer's responsibility to keep track of how much money has been used. If the officer exceeds the amount allowed, then he/she shall pay the difference. This money may also be used to purchase any item that may be useful in the performance of the officer's duties. The City shall not delay the purchase of any item. A probationary officer is not entitled to this allowance. When an officer is released from probation, they will be entitled to a prorated allowance. . All equipment purchased with City funds shall remain the property of the employer and to the extent possible shall be returned to the employer upon separation from employment unless otherwise determined by the Police Chief.

Employees shall receive a new pair of Danner Acadia boots or equivalent each January 1 upon a showing of need.

**23.2 - Initial Issue** Each Association employee shall be issued the following new items:

**List A**

3	Long Sleeve Wool Shirts	1	Duty Belt
3	Short Sleeve Wool Shirts	1	Inner Duty Belt
3	Wool Trousers	1	Duty Holster
1	Gortex Jacket	1	Magazine Holder
1	Bratwear Jumpsuit	2	Sets of Handcuffs
1	Sweater	2	Handcuff Holders
1	Danner Acadia boots	1	Expandable Baton
1	Baseball Cap	1	Expandable Baton Holder
1	pair of gloves	1	Can of OC Spray
1	Stinger Flashlight	1	OC Spray Holder
1	Tie and Tie Clip	1	SL20X Flashlight
1	8 point Dress hat	1	Flashlight Holder
1	set of collar insignia	1	Key Holder
1	Off-duty Holster	1	Glove Holder
1	Backup Holster	1	Radio Holder
1	Forms Holder	1	Citation Holder
1	Rain Suit		

**List B**

1	Glock 22 Duty Pistol	1	Portable Radio
1	Glock 27 Backup/Off-duty Pistol	2	Metal Breast Badge
1	Colt CAR-15 Patrol Rifle	1	Bullet-resistant vest
All	Necessary Patches and Insignia	1	Hat Badge
All	Necessary equipment for List B		

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

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

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

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

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

## **ARTICLE 24 - SPECIALTY PAY**

From time to time there will be a need for special assignments within the department. The Chief of Police shall be responsible for identifying officers eligible for "specialty pay" to fulfill these assignments. Training and certification, if required, shall be provided by the City for such assignments. It should be noted that certification alone does not require the City to pay "specialty pay". The following special assignments eligible for "specialty pay" shall be limited to the following:

**Section 24.1 - Field Training Officer** An Association member shall receive an application rate of **3%** of his/her regular rate of pay for being assigned as a Field Training Officer.

**Section 24.2 – Department Instructors** An Association member shall receive an application rate of **2%** of his/her regular rate of pay for being assigned as an instructor in Firearms, Defensive Tactics, or EVOC.

**Section 24.3 - Meth Lab Team** An Association member assigned to the Meth Lab Team shall receive an application rate of **2%** above his/her regular rate of pay.

**Section 24.4 - SRT Team** An Association member assigned to the SWAT Team shall receive an application rate of **2%** above his/her regular rate of pay.

**Section 24.5 - CRU Team** An Association member assigned to the CRU Team shall receive an application rate of **2%** above his/her regular rate of pay.

**Section 24.6 – Limit on Specialty Pay** The maximum percentage possible to be earned from specialty pay is limited to **five (5)** percent above his/her regular pay. However, this does not limit the amount of specialties that an Association member can participate in.

**Section 24.7** Pensions for employees and contributions to pension fund will be governed by the Washington State Statutes in existence at the time.

**Section 24.8** The City shall provide at least the current level of liability protection under its insurance program.

**Section 24.9** The City recognizes and agrees that the employees employed by the DuPont Police Department covered by this Agreement are entitled to all rights and privileges awarded to citizens under all applicable provisions of the United States and State Constitutions, as well as all rights and privileges granted by any and all applicable legislation and the common law.

**Section 24.10** A LEOFF II employee, separated from City service, due to a documented and reported injury or illness at the time of separation, shall be reinstated, provided the employee is mentally and physically fit to perform the duties of the position if such classification is available.

**Section 24.11 - Association Privileges** The City assures the Association that its intention in executing this Agreement is not to cancel privileges heretofore granted to employees solely because such privileges are not specifically identified in this Agreement.

**Section 24.12 - Standby Pay** Employees in classifications covered by Appendix A required by a supervisor to serve in a standby capacity outside of regular work hours, shall receive \$10.00 per hour in a standby status. Employees are not eligible for standby pay for any hours for which they are in any other paid status. Standby means that the employee has been specifically directed by a supervisor to be in telecommunications, pager, radio or phone range to ensure their availability to return to duty, if necessary, within approximately 30 minutes of the notification to return to duty.

#### **ARTICLE 25 - PERSONNEL REDUCTION**

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

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

#### **ARTICLE 26 - LONGEVITY PAY**

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

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

#### **ARTICLE 27 - DISCIPLINE**

**Section 27.1** All discipline shall be for just cause and progressive discipline shall apply. An employee may contest a written reprimand, discharge, suspension for 24 hours or more in length, or demotion through the grievance procedure in Article 4 of this Agreement. The filing of such a grievance shall be considered a voluntary and irrevocable waiver of the right to pursue the matter under the Civil Service procedure.

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

#### **ARTICLE 28 - SAVINGS CLAUSE**

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

#### **ARTICLE 29 – OFF-DUTY WORK**

Employees wishing to engage in off-duty employment must first obtain the approval of the Chief of Police. Such approval shall consider: excessive hours; or any conflict with his law enforcement duties. The Chief of Police shall not, unreasonably, withhold his approval of off-duty employment and shall normally render his decision within forty-eight (48) hours. The parties further recognize that the Chief of Police has exclusive authority to restrict the use of the employee's commission subject to this section. No authorization for outside employment shall result in causing the City to incur overtime; provided, however, the Chief of Police may, on specific occasions, authorize such overtime hours.

#### **ARTICLE 30 - TUITION REIMBURSEMENT**

An employee may obtain tuition reimbursement if authorized in writing by the City in advance, and based upon budget considerations and benefit to the City. To obtain reimbursement, the employee must receive a "C" grade or higher or "Pass" (in a pass/fail grading system) of each class in a City-approved field of study. The City shall reimburse the employee fifty percent (50%) of the cost of tuition for that term; provided, however, such reimbursement shall not exceed the prevailing rate for undergraduate tuition established by the University of Washington.

#### **ARTICLE 31 – VEHICLES**

**Section 31.1 - Assigned Vehicles** Each non-probationary Commissioned officer covered by this Agreement shall be assigned a separate patrol vehicle. Lateral hire employees shall have an assigned vehicle after six (6) months of hiring date. Entry level employees shall have an assigned vehicle after twelve (12) month of hiring date. If the employee lives within a 20-minute response time to the City Limits, they shall take the vehicle home. If they live outside the 20-minute response time to the City Limits, they must leave the vehicle parked at the police station. Assigned vehicles shall only be used by the Association member it is assigned, unless exigent circumstances exist.

**Section 31.2 - Off-Duty** The employee may use the vehicle to travel to and from training, and City sanctioned events.

**Section 31.3 - Specialty Assignments and Supervisors** If an Association member is assigned to a specialty unit (i.e. Meth Lab, SRT, CRU), they shall be allowed to take their assigned vehicle home. Supervisors shall be allowed to take their assigned vehicle home.

**Section 31.4 - Mileage Reimbursement** The City shall reimburse Association members who are required to use their private vehicles for approved City business at the Washington State rate per mile. If the City cannot provide an Association member with an assigned vehicle, the Association member shall be reimbursed for mileage to and from work at the Washington State rate per mile.

**Section 31.5 – Definitions** City-sanctioned shall mean any event or off-duty assignment that is City related and authorized by the Chief of Police.

## **ARTICLE 32 – PROMOTIONS and VACANCIES**

**Section 32.1 - Criteria for Promotion** Criteria for promotion within the police department, excluding Chief of Police, shall be as follows with respect to length of service qualifications:

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

**Section 32.2 - Permanent Promotional Vacancies** A permanent promotional vacancy is created when the City decides to increase the work force and/or fill a new position(s) or when there is a termination, promotion or demotion.

**Section 32.3 – Promotional List** Promotional lists shall remain in effect for two (2) years. This list may be extended for an additional six (6) months upon mutual agreement.

**Section 32.4 – Probationary Period** Promoted employees shall serve a probationary period of six (6) months. If during that time the employee fails to perform the duties of the new position satisfactorily s/he will be permitted to return to their previous position without loss of seniority. The Employer shall provide each probationary promoted employee with a written evaluation of his job performance and progress every ninety (90) days.

**Section 32.5 - Reversion Rights** Any time during the first six (6) months immediately following the date of promotion the promoted employee may request to be returned to his former position. Requests of this nature will result in a return to the former position with the return date to be determined by the Chief of Police or designee.

**Section 32.6 - Pay Scale for Promoted Employees** When an Association member is promoted in rank, the employee shall be placed into the salary matrix in accordance with appendix A. The employee's promotional anniversary date for purposes of step advancement shall be the date promoted to the new position.

**Section 32.7 - Promotions** When qualified candidates exist within the department, all promotions within the police department shall be made from within the ranks of full time members of the DuPont Police Department, and shall be made by competitive examinations administered by the appropriate Civil Service Board, and, to the extent practicable, examinations shall consist of an Assessment

Center which test applicants on materials related to the position that is being tested for as prescribed by WASPC.

**Section 32.8 - Written Explanation** In the event an Association member was passed over for promotion, the Chief of Police shall provide the Association with a written statement of the reasons for his action.

**Section 32.9– Job Descriptions** The City and Association understand that both the employee and City benefit from the employee understanding his/her job duties. To that end, the City and Association shall work jointly to develop job descriptions for positions within the police department.

### **ARTICLE 33 – MISCELLANEOUS**

**Section 33.1 – Staffing** Sufficient personnel shall be maintained on duty and available for response to calls for service as determined by resources available. The City agrees to the following:

- A. A tour shall be defined as the period of time from Monday through Thursday and Thursday through Sunday. The City agrees that we have two (2) tours at this time. This shall increase as we increase staffing.
- B. The police department shall have a separate Sergeant assigned to each tour.
- C. The City shall use overtime to cover time periods when an officer is not available to respond to calls for service.

**Section 33.2 - Shift Trades** Shift trades may be voluntarily undertaken between two (2) employees upon approval of the employee's immediate supervisor prior to such exchange of time.

Responsibility for arrangements for the repayment of such time rests with the employees involved. No obligation shall be placed upon the City for repayment of time voluntarily traded or repaid between employees. Under no circumstances shall the use of shift trades create any additional cost, through overtime or otherwise, to the City.

**Section 33.3 – Light Duty** Upon submission of medical documentation that an employee is unable to temporarily perform police duties due to an injury or illness, the Police Chief may provide, at the employee's request, alternate duty. Alternate duty shall be limited to the police department, which is medically appropriate and which contributes in a meaningful and identifiable way to the function and mission of the department. The City and Association agree that alternate duty assignments are to be of a temporary nature, as mutually agreed upon by the employee and the Police Chief.

Once an employee has been medically certified as fit for duty, that employee will be returned to the position and unit to which the employee was assigned prior to the temporary disability, unless in the interim the employee has been promoted.

**Section 33.4 – Printing and Supplying Agreement** This Agreement and any future Agreement shall be supplied to each employee by the City within ten (10) working days of execution or hire date, at no cost to the employee.

**Section 33.5 – Animal Control** Association members shall not generally be responsible for animal control measures of a non-emergency nature; provided, if a member observes a stray animal, wild animal, or violation of the law involving an animal, the member shall respond to the situation in their capacity as a trained, law enforcement professional.

## **ARTICLE 34 – TRAINING, TRAVEL AND PER DIEM**

**Section 34.1 - Travel Reimbursement** The City shall pay for all reasonable and customary expenses incurred in connection with the business of the City. If the Association member pays for items, the City shall reimburse the Association member for reasonable and customary expenses actually incurred in connection with the business of the City, including food, lodging and travel expense while away, excluding any expense for alcoholic beverage. Tips, not to exceed fifteen percent (15%), for meals, taxis, or baggage handling are reimbursable. Reimbursements will be made in compliance with the City's Travel Policy when all necessary requirements have been fulfilled.

**Section 34.2 – Training Courses** The City shall attempt to provide each Association member with a minimum of two (2) forty (40)-hour training courses each year in conjunction with monthly in-service training. These forty (40)-hour training courses will be separate of any classes to maintain required certifications.

**Section 34.3 – Training Costs** The City shall pay all the cost of classes, training and reference materials necessary to obtain and maintain required certifications.

**Section 34.4 – Certifications** The City shall provide industry standard training for certification and re-certification for all duties that employees are assigned/required to perform.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**City of DuPont**  
Municipal Organization

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

\_\_\_\_\_  
Steve Young  
Mayor

\_\_\_\_\_  
Michael P. Cummings  
President

\_\_\_\_\_  
Bill McDonald  
City Administrator

\_\_\_\_\_  
Michael A. Pohl  
Chief of Police

Approved as to form:

\_\_\_\_\_  
Bruce Disend, Attorney

\_\_\_\_\_  
Sean Lemoine, Association Attorney

**APPENDIX A**

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

Salary Range  
Based on Hourly Rates

a. Effective and retroactive to January 1, 2007, the base hourly rates shall be increased by 6.2% for police officers and 11.2% for sergeants as follows:

Class Title	1 Entry	2 6 <sup>th</sup> Month	3 12 <sup>th</sup> month	4 18 <sup>th</sup> month	5 24 <sup>th</sup> month	6 30 <sup>th</sup> month	7 36 <sup>th</sup> month	8 42 <sup>nd</sup> month
PPO	22.77	23.51	24.27	25.02	25.76	26.52	27.27	28.02
Sergeant								32.22

Sergeant = 110% of Sr. Officer base salary

Lateral hire police officers shall be brought in at step 5 or higher, dependent on qualifications.

Effective January 1, 2008, the base hourly rates shall be adjusted by 100% of the CPI-U for the Seattle-Tacoma-Bremerton area, June 2006 to June 2007.

Effective January 1, 2009, the base hourly rates shall be adjusted by 100% of the CPI-U for the Seattle-Tacoma-Bremerton area, June 2007 to June 2008.