

AGREEMENT
By and between
CITY OF FIRCREST
And
FIRCREST POLICE OFFICERS GUILD
January 1, 2021 through December 31, 2025

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and
FIRCREST POLICE OFFICERS GUILD

January 1, 2021, through December 31, 2025

ARTICLE 1
GENERAL

1.1 **Parties.** This Agreement is entered into between the City of Fircrest, a municipal corporation (hereinafter referred to as the City) and the Fircrest Police Guild (hereinafter referred to as the Guild). The purpose of this Agreement is to maintain and promote harmonious relations between the City and the Guild, to establish equitable and peaceful procedures for resolution of differences, and to establish terms and conditions of employment.

1.2 **Definitions.** The term "employee" as used in this Agreement includes both male and female employees covered by this Agreement. When the masculine or feminine gender is used it is intended to apply to both genders equally.

1.3 **Discrimination.** The City and the Guild agree that the administration of this Agreement shall be consistent with applicable State and Federal laws regarding non-discrimination and employment. It is mutually agreed that there shall be no discrimination because of race, color, religion, age, marital status, gender, national origin or physical, mental, or sensory handicap. No employee covered by this Agreement shall be discriminated against because of membership or non-membership in the Guild, or activities on behalf of the Guild.

1.4 **Recognition.** The City recognizes the Guild as the sole and exclusive bargaining representative for all commissioned officers of the Fircrest Police Department through and including the rank of Sergeant for the purpose of bargaining with respect to wages, hours, and other conditions of employment.

1.5 **General Orders and Standard Operating Procedures.**

1. The Guild agrees that its members shall comply with all Fircrest Police Department standard operating procedures.

2. The City shall provide the Guild with written notification of changes in standard operating procedures which are mandatory subjects of bargaining. The Guild shall have fifteen (15) days after receipt of written notification, to provide a written request to bargain on such changes.

1.6 **Substance Abuse.** The City and the Guild recognize that substance abuse by employees would be a threat to the public welfare and safety of department personnel. Both parties are committed to a drug-free work environment which ensures safe and effective work performance. Employees will abide by the City's adopted Drug Free Work Place Policy as defined in Resolution #527.

1.7 **Tobacco Use.** Employees will be allowed to use tobacco consistent with Administrative Policy 02.03.11.

1.8 **Professional Development.** The City recognizes its responsibility to provide a good working climate. The City further recognizes that it shall treat employees equitably and will encourage employee development in the course and scope of the employee's job. The City shall make an effort to be responsive to employee suggestions and needs insofar as those suggestions and needs also serve the best interests of the community of Fircrest.

ARTICLE 2 GUILD DUES DEDUCTION AND BUSINESS

2.1 **Bulletin Board.** The City agrees to provide reasonable space for the posting of official Guild business. Such posting shall be pre-approved by the Guild President. The Guild shall not post any materials which are obscene, defamatory, political, or impair the operations of the Police Department or the City.

2.2 **Good Standing.** The Guild agrees that membership in the Guild 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 uniformly required as a condition of acquiring or retaining membership in the Guild.

2.3 **Dues Deductions.** The City agrees to deduct from the paycheck of each employee who has authorized it, the regular dues uniformly required of members of the Guild, and any other special assessments, fees, or other deductions required by the Guild. The total amount of dues, special assessments, and initiation fees will be filed with the City in the month of December of the previous year for the next year's payroll deduction. The amounts deducted shall be transmitted monthly to the Guild on behalf of the employee involved. Authorization for payroll deduction shall be made by each employee on a form approved by the City and the Guild. An employee may stop paying dues by submitting a written request to the Guild. Upon receipt of the employee's notice, the Guild shall promptly notify the City of such requests and to stop deducting dues. Upon the date of notification, the City shall cease collecting payroll deductions as soon as practicable. If the funds deducted have already been remitted to the Guild, the City will notify the Guild and refer the employee to the Guild for further information.

The Guild shall provide the City with at least one full pay period notice of any changes in the dues amount. The Guild agrees to indemnify and hold harmless the City from any action arising from this Article, including attorney's fees and costs, unless caused by the City's negligence.

2.4 **Guild Access.** Authorized agents of the Guild shall have access to the City's establishment during working hours for the purpose of meetings, adjusting disputes, investigating working conditions, and ascertaining that this Agreement is being adhered to provided, however, there is no interruption of the Police Department's working schedule or conditions.

2.5 **Guild Orientation.** Consistent with RCW 41.56.037, the City will provide Guild access to all new bargaining unit employees within ninety (90) days of such hire. The City will schedule such access as part of the orientation/onboarding process. The City will allow the Guild up to thirty (30) minutes to meet with such individuals during the employee's work hours and at his or her usual worksite or other City facility. The Guild orientation meeting is optional, and the employee can choose to or not to attend.

ARTICLE 3 EMPLOYEE RIGHTS

3.1 **Personnel Files.** Employees have the right to review their personnel file(s) and to request changes or removal of any material therein. If removal or amendment is refused, the employee is entitled to file a rebuttal statement within their file. Employees shall be given written notification of any negative entries made to their personnel file(s).

3.2 **Polygraph Tests.** No employee shall be required to take a polygraph test as a condition of continued employment unless permitted by a State or Federal Law.

3.3 **Off Duty Employment.** Guild members may be permitted, with the written or verbal approval of the Chief, which approval shall not be unreasonably withheld, to participate in off-duty employment both within and outside the City limits, and to utilize their uniforms and attachments for this purpose. Except for off duty employment within the City limits or local interagency projects and events, City vehicles shall not be utilized in conjunction with, nor in traveling to and from, off duty employment. At the discretion of the Chief, City vehicles may be used to travel to and from off duty employment within the City limits when a vehicle is available. Off-duty employment utilizing City supplied apparel, weapons, and/or equipment shall be further subject to agreement by the third-party employer and employee to hold the City harmless and indemnify the City from all acts and omissions. Any such off-duty employment may not interfere with the employee's normal work duties.

In order to be approved, outside employment shall:

1. Be and remain compatible with the employee's ability to perform City duties, and
2. Present no conflict of interest with City affairs, and

3. In no way discredit or negatively impact the City or Department's image, and
4. Not be in conflict with another jurisdiction (requires approval of Chief or designee) of the other jurisdiction.

If an approved off-duty situation held by an officer is subsequently determined to interfere with the Department's image or efficiency, the on-duty work performance of the individual in question, or is determined to involve a misuse of the commission, the officer will immediately terminate such employment.

ARTICLE 4 MANAGEMENT RIGHTS

4.1 **Management Rights.** Except as otherwise specifically provided in this Agreement, and without waiving its right to negotiate mandatory subjects of bargaining, the Guild agrees that the City has the sole and exclusive right to exercise all the rights and functions of management. Without limiting the generality of the foregoing, as used herein, the term "management rights" includes:

1. The determination of a Police Department policy, including the right to manage the affairs of the Police Department in all respects;
2. The right to assign working hours, including overtime;
3. The right to establish, modify or change work schedules, managing of facilities and equipment, including the amount of facilities and equipment;
4. The right to direct the employees of the Police Department, including the right to hire, evaluate qualifications, evaluate skill and ability, promote, demote, suspend, layoff and discipline or discharge for just cause;
5. The right to organize and reorganize the Police Department in any manner it chooses, including the size of the Police Department and the determination of job classifications and rank based upon duties assigned, except where such changes impact conditions of employment, wherein the City will notify the Guild of its intent and offer the opportunity to bargain prior to implementation by the City;
6. The determination of the safety, health, and property protection measures for the Police Department in accordance with applicable statutes and regulations;
7. The selection, promotion, or transfer of employees to supervisory or other managerial or technical positions, except where otherwise subject to Civil Service procedures;

8. The allocation and assignment of work to employees within the Police Department;
9. The determination of policy affecting selection or training of employees;
10. The scheduling of operations and determination of the number and duration of hours of assigned duty per week, except that the City will notify the Guild of its intent and offer the opportunity to bargain prior to implementation by the City;
11. The establishment, modification, and enforcement of Police Department rules, regulations and orders;
12. The transfer of work from one position to another within the Police Department;
13. The introduction of new, improved or different methods and techniques of operation of the Police Department or changes in existing methods and techniques;
14. The placing of service, maintenance, or other work with outside contractors or agencies of the City;
15. The determination of the number of ranks and the number of employees within each rank; and
16. The determination of the amount of supervision necessary.

4.2 **Notification of Policies and Procedures.** The City shall provide each employee with a copy of all policies and procedures, special orders, general orders, and training bulletins. One copy of this Agreement shall be furnished to each employee and the cost of copying shall be borne by the City.

ARTICLE 5 PERFORMANCE OF WORK

5.1 **Public Interest.** The Guild and the City agree that the public interest requires the efficient and uninterrupted performance of service. To this end, the Guild and the City pledge their best efforts to avoid or eliminate any conduct contrary to this objective.

5.2 **No Strike.** The Guild and the City agree that during the life of the Agreement, the Guild will not cause, encourage or participate in any strike (including strike picketing), slowdown, walk-out, or work stoppage. Nothing in this Agreement shall prohibit political activity of individual members or the Guild as prescribed in RCW 41.06.250.

5.3 **Violation.** Violation of this Article shall be just cause for immediate termination.

ARTICLE 6 PROBATION

6.1 **New Hire Probation.** All new entry-level employees shall serve a probationary period of twelve (12) months and shall have no seniority rights during this period. Lateral entry-level position appointments shall serve a six (6) month probation period. The probationary period may be extended upon a mutual agreement or by City request to the Civil Service Commission. The City may discharge a new probationer without reason of just cause upon written notice. All employees who have successfully completed this probationary period shall be considered regular employees and the probationary period shall be considered part of the seniority time.

6.2 **Promotional Probation.** Promotional appointments shall serve a six (6) month's probation period. The probation may be extended upon a mutual agreement or by City request to the Civil Service Commission. The City may only discharge a promotional probationer for just cause. The City may demote a promotional probationer without reason of just cause, returning said employee to his former classification without loss of seniority or benefits.

ARTICLE 7 SENIORITY

7.1 **Seniority.** The Police Chief shall provide a seniority list which shall be brought up to date prior to January 1 of each year, and immediately posted thereafter for a period of not less than thirty (30) days and a copy of the same delivered to the Guild. Any objections to the seniority list as posted shall be reported to the Police Chief within ten (10) days, from the date of posting of the seniority list, or stand approved. Employees hired simultaneously shall be listed according to Civil Service standings, the employee having the highest score listed first. Seniority shall be defined as the length of service with the Fircrest Police Department including probationary service, but not to include temporary or provisionary appointments.

7.2 **Break in Seniority.** Seniority shall be in accordance with the City Civil Service regulations. Seniority shall be broken only by discharge for cause, voluntary resignation, or a layoff exceeding twenty-four (24) months.

7.3 **Layoff.** Whenever it becomes absolutely necessary through lack of finances or for any other reasonable and just cause to reduce the number of employees of this unit, such reductions shall be carried out in the following order:

1. Temporary appointees;
2. Probationer (new employees);
3. Permanent employees in the order of length of service; the one with the least service being laid off first.

The City may layoff out of the regular order, upon showing of necessity, therefore, in the interest of efficient operations of the Department, after giving any employee or employees affected an opportunity to be heard.

7.4 **Recall.** Laid-off employees shall be eligible for available positions for a twenty-four (24) month period following their layoff. They shall retain but not accrue seniority during this period. When the City intends to rehire after a layoff, it shall send notice of its intent to rehire to the employee(s). Said notice shall be sent certified mail to the last known address contained in the City's records. The laid-off employee shall have fourteen (14) days from the date of mailing of such notice to advise the City in writing, that he/she intends to accept the offer of rehire. The employee shall then report for duty on the date of rehire set forth in the notice, which date shall be no less than three (3) weeks from the date of mailing of the notice. The City shall have no obligation to rehire a laid-off employee if he/she fails to provide the City with written notice of acceptance within the fourteen (14) days deadline referred to above or thereafter fails to report for duty on the date of the rehire set forth in the notice. Employees will assure that the City has their current address.

ARTICLE 8 WAGES

8.1 **Wage Rates.** Employee compensation shall include the wages set forth in Appendix "A" hereto, together with the other benefits set forth in this Agreement, including, but not limited to, the reasonable value of the use, if any, of City provided equipment and uniforms in off duty employment pursuant to Section 3.3.

8.2 **Pay Period.** The pay period shall be every two (2) weeks and employees shall receive their bi-weekly paychecks no later than twelve (12) noon on the Friday next following the close of the pay period. If a payday falls on a holiday, payday shall be the immediate preceding workday.

8.3 **Acting Pay.** Any employee required to work in excess of two (2) hours in a higher job classification shall receive pay for all time worked in the higher classification. Each employee appointed to an acting position shall be compensated in accordance with the current salary wage for the classification, but in no case shall said acting compensation be less than an increase of five percent (5%).

ARTICLE 9 HOURS OF WORK AND OVERTIME

9.1 **Work Week and Overtime.** Patrol officers shall be scheduled, except as otherwise provided herein, to work four (4) consecutive days of ten (10) hours each, with three (3) consecutive days off. Other schedules may be established by mutual agreement of the Chief of Police and the Guild. For payroll purposes, the workweek shall be defined as those hours of a scheduled shift that start between 12:01 a.m. Monday and 12:00 midnight Sunday. For purposes of calculating overtime, paid leaves of absence, i.e., vacation, holiday, sick leave, compensatory

time, are considered hours worked. Overtime shall be defined as any time worked in excess of forty (40) hours in a workweek. Overtime shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay for all such time, rounded off to the nearest quarter-hour. An officer or sergeant shall not be sent home by the Chief prior to the end of his/her shift for the purpose of avoiding overtime unless by mutual agreement.

9.1.1 Form of Compensation. The employee may elect to be compensated for any overtime in cash or may elect to accrue compensatory time or may elect to be compensated for overtime through a combination of cash and compensatory time, to the extent such is allowed by Washington State law, to a maximum accrued balance of eighty (80) hours. Compensatory time may be carried over from year to year. Compensatory time off shall be granted in compliance with the Fair Labor Standards Act, and at a mutually agreeable time between the Chief of Police or his designee, and the employee.

9.2 Lunch and Breaks. Employees are entitled to one (1) hour for lunch. For all employees this hour shall be paid for at the regular rate of pay and the employee shall be available for emergency calls. Employees are also entitled to rest periods. This time shall also be paid for at the regular rate of pay and shall be granted at the rate of fifteen (15) minutes for each four (4) hours worked. Employees shall also be available for emergency and routine calls during this time.

9.3 Scheduling. The following guidelines shall apply to the scheduling of officers:

9.3.1 Except when beginning a new eight to nine (8-9) week rotation, there shall be at least (14) hours between each patrol officer's regularly scheduled shifts and sixty-two (62) hours between the last workday of the workweek and the next workweek for all officers. Work shifts are defined per the shift schedule in Appendix B of this agreement. The cover shift should only be used to cover day and swing shifts. For graveyard and swing shifts only, if the employee's shift, per Appendix B, is subsequently rescheduled to work more than two (2) hours outside of the employee's previously scheduled shift, the employee will be compensated at the applicable overtime rate. In case of shift adjustments due to vacancies (i.e. illness, vacation, holiday, training, etc), the fourteen (14) hours may be reduced to no less than eleven (11) hours, and the sixty-two (62) hours may be reduced to no less than fifty-nine (59) hours, and/or the Chief may cover vacant shifts, or portions thereof, to a maximum of twelve (12) hours per month, unless otherwise agreed by the parties. Upon mutual agreement of the Chief and the Guild, the shift rotation schedule may be changed, such as switching back to a 13 week rotation.

9.3.2 In the event of anticipated overtime opportunities, (where the City has 72 hours or more notice of the opportunity), a rolling list shall be used. Once an employee had accepted/rejected an overtime shift, his/her name shall be moved to the bottom of the list. The Chief or his/her designee shall be required to document all calls made to the employees in his/her logbook, with dates and times and the log entries shall be open for Guild review. For administrative purposes, when utilizing the overtime call list, once a call, page, or contact has been made, the Chief or his/her designee shall allow 15 minutes for a response from the

employee to accept or reject the overtime opportunity. If the employee does not respond within 15 minutes, then it shall be considered a rejection.

9.3.3 Voluntary shift trades and changes (i.e., training opportunity) may be undertaken by or between officers, subject to approval by the Chief or his/her designee, and are not subject to the scheduling guidelines herein. Extra hours worked in a workweek, beyond that which the officer was otherwise scheduled, as a result of the shift trade, shall be paid at the regular, not overtime rate. Each officer shall be required to work at least two (2) different rotations during a two (2) year period based on the eight to nine (8-9) week rotation. The rotations consist of day shift, swing shift, and grave shift.

9.3.4 There shall be no more than two (2) different shifts scheduled for an officer in any workweek.

9.3.5 Schedules will be based on an eight to nine (8-9) week rotation and shifts shall be determined on a shift bid system based on seniority. (See Appendix B and C). Each eight to nine (8-9) week rotation shall begin on Monday. The length of shift schedules and shift times may be changed by mutual agreement of the City and the Guild. In the event that a shift bid for a new eight to nine (8-9) week rotation causes an officer's new shift to begin less than ten (10) hours after his/her last shift, the Chief may adjust the shift's bargaining unit members for the first day of the new rotation, without incurring overtime.

9.3.6 The eight to nine (8-9) week shift schedule will only be changed after a posting of at least two weeks in advance of any changes. If the required notice is not provided, the employee will be paid at the overtime rate for all hours worked outside his/her regularly scheduled shift. This provision does not apply to vacancies covered by Section 9.3.7 In the event of a vacancy in the Department, the shifts that were covered by the member that is no longer employed or otherwise vacant from the schedule, the rotation again becomes open for the remainder of the two-year rotation for the vacant shifts. The bid would be open for the officers that had bid after the departing officer. Until the vacancy is filled the cover shift that is opposite the Sergeant will be eliminated and officers that bid for that cover shift shall work the vacant shift. Within two weeks of the Department having knowledge that an officer is departing or has departed, a new bid shall take place for the rest of the rotation using the above formula. Once the Department is up to full staff the cover shift will be re-implemented and again, within two weeks, a new bid using the above formula shall take place for the remainder of the two-year rotation.

9.3.7 The Chief reserves the right to assign alternate work schedules for employees when vacancies occur (i.e. unforeseen health conditions/illness, administrative leave, retirement, termination, and training for police certificate at risk), provided that if the provisions in section 9.3.1 cannot be met or if the employee's scheduled shift is changed with less than twelve (12) hours' notice, all hours worked by the employee outside his/her originally scheduled shift shall be paid at the overtime rate.

9.3.8 Except in an emergency, an employee shall not be required to work in excess of thirteen (13) consecutive hours. An “emergency” is an unexpected significant event demanding immediate action, which must be declared by the Chief or his/her designee.

9.4 **Court Call Back.** Any employee required to appear in a court while he/she is off duty shall be guaranteed a minimum of three (3) hours pay at the overtime rate of pay for each appearance, provided, any amount of time spent over three (3) hours shall also be paid at the overtime rate of pay computed to the nearest quarter-hour. Pay for transportation to and from court appearances, if any, shall be pursuant to FLSA. Any witness fees paid to the employee shall be turned over, or endorsed to, the City unless the employee elects not to request overtime pay for the court appearance.

9.5 **Meetings.** Any employee required to attend a meeting of any kind called by the City, while that employee is off duty, shall be guaranteed a minimum of three (3) hours pay at the overtime rate of pay for each meeting, provided, any amount of time spent over the three (3) hours shall be paid at the overtime rate of pay computed to the nearest quarter-hour. Pay for transportation to meetings, if any, shall be pursuant to the provisions of FLSA.

9.6 **Training.** An employee attending training or classes approved by the City, while he/she is off duty, shall be paid for the actual time spent in training at the overtime rate of pay computed to the nearest quarter-hour. Pay for transportation to and from training, if any, shall be pursuant to the FLSA. Further, an employee shall receive a minimum of three (3) hours pay at the overtime rate for training.

9.7 **Call Back.** Employees called back after the completion of a regular work shift or immediately preceding a regular work shift shall be guaranteed a minimum of three (3) hours pay at the overtime rate of pay.

ARTICLE 10 VACATIONS

10.1 **Vacation.** Employees shall be granted vacation leave without loss of pay or benefits. After completion of probation, vacation time may be taken as it is accrued; however, employees are encouraged to use it in weekly increments. Such vacation shall be earned in accordance with the following schedule:

<u>Length of Service</u>	<u>Annual Leave</u>
1 - 2 years	88 hours
3 years	96 hours
4 years	104 hours
5 years	112 hours
6 years	120 hours
7 years	128 hours
8 years	136 hours

9 years	144 hours
10 years	152 hours
11-14 years	160 hours
15-19 years	176 hours
20 years and over	184 hours

10.2 Accumulation During Probation. Vacation leave shall be accrued, but not taken, during a new employee's probationary service period. An employee terminating employment prior to completion of his/her probationary service period shall forfeit any accrued vacation leave and is not entitled to such pay.

10.3 Excess Accumulation. An employee may accumulate vacation leave to a maximum allowable amount of 240 hours. Accrual in excess of 240 hours shall be permitted if the employee has been denied vacation leave which has been requested with reasonable notice. Absent prior written approval, vacation hours accrued in excess of 240 hours shall be lost.

10.4 Use in Lieu of Sick Leave. Vacation leave may be applied in cases when an employee exceeds accumulated sick leave time.

10.5 Vacation Pay Out. Upon termination of employment for any reason, a regular employee shall be compensated in pay for one hundred percent (100%) of their accrued and unused vacation leave at their regular rate of pay in effect at the time of termination.

10.6 Vacation Scheduling. Scheduling of vacation shall be done according to seniority. A vacation list for employees covered by this Agreement shall be posted no later than January 1 of each year. Such list shall include an order for which employees will bid for vacation time that will accrue during the calendar year and the amount of the vacation accrual the employees will be allowed to bid. The employee with the most seniority shall have seven (7) days to post his/her planned vacation time. The next senior employee shall have the next seven (7) days in which to post his/her planned vacation time. The third senior employee shall have the third seven (7) days and so on to the least senior employee. If an employee does not post his/her planned vacation time within their seven (7) days period, he/she shall lose their turn in the rotation. An employee who loses their turn in the rotation may bid at any time after their bidding time is expired but may not bump a less senior employee whose bid time has started. After the least senior employee's seven (7) day period, any employee having or anticipating more vacation available may post such time on a first come first serve basis.

10.7 Vacation Sell Back. Once annually during the last quarter of the year, an employee can sell back to the City unused vacation time, provided, no employee's accumulated vacation leave time may be reduced to less than eighty (80) hours through the use of this section. Said time shall be paid at the employee's current base rate of pay at the time of the transaction. The City reserves the right to limit an employee's request if the Police Department's budgeted appropriations, in the sole opinion of the City Manager, appear insufficient to pay off the amount of time requested.

ARTICLE 11 HOLIDAYS

11.1 **Holiday Pay.** Employees shall receive one-hundred (100) hours of leave-in-lieu-of-holidays specified in Section 11.5. Such leave time shall be scheduled and taken within the calendar year or lost and may be used to equalize pay periods. This is to correspond with one full day of Holiday for each City of Fircrest recognized Holiday.

11.2 **Holiday Call Back.** Employees who are called back to work on a holiday previously scheduled as leave-in-lieu-of-holiday shall be paid at the rate of time and one-half the straight time hourly rate of pay, plus the holiday leave time at straight time pay, or at the employee's option can reschedule the leave day in lieu of payment, therefore.

11.3 **Working on Holidays.** Employees required to work on any day recognized as a holiday by the Employer as provided in Section 11.5 shall be paid at the rate of time and one half (1-1/2) the straight time hourly regular rate of pay for all hours worked on the designated holiday, provided that this compensation shall not pyramid on call back pay as provided in Section 11.2

11.4 **Use of Holiday Time.** Employees who hire or terminate during the calendar year shall be entitled to either a beginning bank of leave time or shall be required to reimburse the City for the excess time used, whichever is applicable, based upon the number of official holidays remaining in the calendar year at the time the employee either hires or terminates.

11.5 **Specific Holidays.** The following holidays shall be used for the purposes of Sections 11.1 and 11.4: New Year's Day (January 1), Martin Luther King's Birthday (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), Veteran's Day (November 11), Thanksgiving Day (4th Thursday in November), Day After Thanksgiving, Christmas Day (December 25).

11.6 **Floating Holiday.** In addition, each employee shall be granted ten (10) hours floating holiday time each calendar year; provided the employee has worked or is scheduled to work four (4) consecutive months in the calendar year. Accumulated floating holiday time shall be taken in the year it is accrued, or lost.

ARTICLE 12 SICK LEAVE

12.1 **Rate of Accumulation.** All employees shall accumulate sick leave at the rate of eight (8) hours for each calendar month of service.

12.2 **Probationary Sick Leave.** A new employee shall begin accruing sick leave immediately but shall not be entitled to use accrued sick leave until his/her 90th day of employment.

12.3 Maximum Carry Over. Accrued sick leave may be carried over to the following calendar year up to a total of 1,940 hours. Any accrued, unused sick leave shall be forfeited when the employee separates from employment with the City. If an employee is rehired within 12 months of separating employment, any accrued sick leave shall be reinstated. If an employee separates from employment due to a layoff, his/her accrued sick leave shall be reinstated if he/she is rehired within twenty-four (24) months of the layoff.

12.4 Use of Sick Leave. An employee is authorized to use paid sick leave for the following reasons:

1. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;
2. To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care; and
3. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
4. An employee is authorized to use paid sick leave for absences that qualify for leave under the domestic violence leave act, chapter [49.76 RCW](#).
5. **Family Member.** For purposes of this section, "family member" means any of the following:
 - a. A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
 - b. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
 - c. A spouse;
 - d. A registered domestic partner;
 - e. A grandparent;
 - f. A grandchild; or
 - g. A sibling.

12.5 Employee Verification. When the duration of sick leave used exceeds five (5) consecutive days off, the City may require sufficient verification for the absence.

12.6 Abuse of Sick Leave. Repeated applications for sick leave without sufficient justification, false application, or the furnishing of any false information with references thereto by any employee shall be grounds for suspension without pay or loss of employment.

12.7 **Immediate Family.** For the purposes of this Article, an immediate family member shall include: spouse, son, daughter, step-children, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparents or step-parents.

12.8 **Funeral Leave.** Up to three (3) days sick leave may be used if there is a death in the employee's immediate family which requires the employee's presence. An additional amount up to five (5) days total sick leave may be granted with the approval of the City Manager.

12.9 **Scheduled Exams.** If an employee needs to see a doctor or a dentist during the scheduled workday, sick leave may be used.

12.10 **Catastrophic Sick Leave Sharing.** The City Manager may permit a regular full time or regular part-time employee to receive sick leave donations from other qualified employees if:

1. The employee suffers from a catastrophic or severe illness, injury, or physical or mental condition which is of a catastrophic or severe nature, as defined in the City of Fircrest Ordinance #1018, and which has caused, or is likely to cause, the employee to:

- (a) Go on leave without pay status; or
- (b) Terminate employment with the City.

2. The employee's absence and the use of shared sick leave are justified;

3. The employee has depleted, or will shortly deplete, his/her annual vacation leave, holiday leave, and sick leave reserves;

4. The employee has abided by all personnel rules regarding sick leave use, including physician certification; and

5. The employee has diligently pursued and been found to be ineligible for state industrial insurance or disability benefits.

The City Manager shall determine the amount of sick leave which an employee may receive under this section. However, an employee shall not receive, in donations, a total of more than three hundred and forty-nine (349) hours of donated sick leave.

Donated sick leave shall be utilized in the order of receipt by the City Manager. Such leave shall be donated in eight (8) hour increments. In the instance where an illness or injury qualifies an employee for State Workers' Compensation, the employee's access to shared sick leave shall only be for the difference between the employee's straight-time base hourly wage and the amount paid to the employee by the State Worker's compensation benefits, to the extent of available shared sick leave, if any.

An employee who has accrued a sick leave balance of more than one hundred and ninety-two (192) hours may request that the City Manager transfer a specified amount of sick leave to

another City of Fircrest employee authorized to receive sick leave under this section. In no event may the employee request a transfer of sick leave that would result in his/her own sick leave account going below one hundred and ninety-two (192) hours.

The amount of sick leave time transferred under this section which remains unused shall be returned to the employee or employees who transferred the leave when the City Manager finds that the leave is no longer needed or will not be needed at a future time in connection with the illness or injury for which the leave was transferred.

ARTICLE 13 OTHER LEAVE

13.1 Jury Duty. Employees called to serve on a jury shall receive full pay and benefits from the City for the time missed. The employee shall be required to endorse any juror's fee for regular working days missed to the City within three (3) working days after receipt of the same. The employee may keep the jury pay for the mileage and other reimbursable personal expenses.

13.2 Leaves Without Pay. The City Manager may grant leaves of absence without pay in appropriate circumstances. In order to receive leave without pay, the employee must submit a written request to the City Manager. Failure to return upon the expiration date of the leave may be cause for disciplinary action up to and including discharge.

13.3 Voting. The City shall arrange employee's work hours to permit a reasonable time for voting in accordance with R.C.W. 49.28.120, but only if between the time an employee is informed of his/her work schedule for an election day and the election day, there is insufficient time for an absentee ballot to be secured.

13.4 National Guard and Reserve. Any employee who is a member of the State National Guard or any branch of the Federal Reserve Military shall be entitled to job protection, including pay and benefits, afforded by federal and state law.

13.5 Maternity/Paternity Leave. A maternity/paternity leave of absence shall be granted for up to eighty (80) hours, utilizing accrued sick leave or annual leave for a birth or adoption. Upon return from maternity/paternity leave, the employee shall be returned to his/her former classification and shall retain all seniority and benefits.

13.6 Shift Changes. Each employee may change shifts and/or rotation with another employee who is agreeable, provided, however, all shift or rotation changes must be approved by and are in the sole discretion of the Police Chief or his designee. A request for a shift or rotation change must be submitted to the Police Chief or his designee at least twenty-four (24) hours prior to the proposed shift or rotation change, subject to the Police Chief or his designee's discretion to accept a proposed shift or rotation change on shorter notice.

13.7 Washington Paid Family Medical Leave Program. The City will comply with the Washington State Paid Family and Medical Leave (PFML) law, Title 50A RCW. Consistent with

the Washington State Paid Family and Medical Leave (PFML) law, Title 50A RCW, leave will run concurrently with the federal Family and Medical Leave Act if both are applicable. Employees will pay through payroll deductions the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits, consistent with RCW 50A.10.030. Should the State modify PFML premiums or the percentage of premiums subject to collection through payroll deductions during the term of this Agreement, the City will modify payroll practices to reflect such statutory changes. Employees may not supplement the PFML benefits with accrued or other paid leave from the City, and will not be eligible for PFML benefits if receiving time-loss benefits through the workers compensation system. When an employee is on leave and receiving PFML benefits from the State, the employee is deemed to be in unpaid status for purposes of the City's policies. Insurance coverage will be handled in the same manner as other unpaid leaves of absence, pursuant to the City's policy and subject to any state and federal law requirements requiring continuation of coverage.

ARTICLE 14 UNIFORMS AND EQUIPMENT

14.1 City Provided Equipment. The City shall provide equipment and uniforms to all employees as set forth in the Department's standard operating procedures. The City agrees that the equipment provided shall be in good working order.

14.2 Uniform Cleaning. The City shall provide initial alterations and cleaning of the uniforms through a local cleaning company chosen by the City. Any uniforms or equipment damaged in the line of duty, including wear, shall be replaced or repaired by the City. Employees shall bear no out-of-pocket expenses for this service, as all billing shall be done directly with the City. The exception is that "jumpsuit" uniform laundering is the responsibility of the officer.

14.3 Personal Property. Employees who suffer loss or damage to corrective lenses or other reasonable personal property in the line of duty will have such personal property repaired or replaced at the expense of the City, provided, any reimbursement shall be limited to the actual replacement cost. Reasonable personal property is property which is necessary to the performance of the employee's duties (i.e., glasses and watches) and which is appropriate for such usage, as determined by the City..

14.4 Take Home Cars. Effective as soon in 2017 as the City can obtain necessary cars, City would agree to take-home cars for those officers living within 21.0 drive miles of the Fircrest Public Safety Building with the following conditions:

1. Vehicles may be equipped with technology (e.g., global positioning systems) and the City may use such technology for disciplinary purposes.
2. Officers with take-home vehicles will have value reported as income, per IRS guidelines.
3. Officers will be personally responsible for any toll charges.

4. The vehicle shall only be used for driving directly from the employee's home to duty and return and cannot be used for any other off-duty purposes unless expressed in this contract or with the approval of the Chief of Police.

ARTICLE 15 TRAINING

15.1 **Training.** The City agrees to provide training to employees through the Washington State Criminal Justice Training Commission, their Satellite Training Programs, and other sources such as, but not limited to, the Pierce County Sheriff's Department, Tacoma Police Department, and the Washington State Patrol Training Divisions. The City, in its discretion, agrees to provide such training as it determines is reasonable to increase the employee's knowledge, skills, and abilities to perform the job. For such training, the City agrees to pay all fees and tuition, lodging, and meals (if applicable) incurred by attending such training.

15.2 **Continuing Education.** The City shall set aside \$8,500 per fiscal year to reimburse employees for qualifying school/college tuition expenses. At the City's sole discretion, additional funds may be set aside for continuing education purposes. The City shall reimburse expenses to employees for any formal study course given in any accredited school or college provided the course is related to the employee's work and will increase his/her knowledge, skills, and abilities to perform the work. Time spent in attendance to these courses shall be considered employee's personal time and not time worked within the meaning of these rules. Reimbursements shall be made by the City for 100% of the cost of tuition at any one time. However, such reimbursement shall not exceed the prevailing rate for undergraduate tuition established by the University of Washington. Any employee shall be eligible for tuition refunds by meeting the following conditions:

1. He/she must be a regular employee, not on probationary status;
2. Prior to enrollment, the City Manager and the Police Chief must approve the employee's choice of courses and educational institution and the appropriate forms must be completed by the employee;
3. He/she must apply for the tuition refund no later than sixty (60) days following the completion of the course or course of study; and
4. He/she must complete each course with a grade of "C" (2.00) or above.

5. **Education Incentive**

In addition to monthly rates of pay, an officer will receive a monthly premium of \$50.00 for an Associate's Degree and \$100.00 for a Bachelor's Degree in the following approved fields of job-related studies: Criminal Justice, Sociology, Psychology, Police Science, Political Science, Communications or Public Administration. The City shall recognize existing degrees currently held by those officers employed on the date of approval of this labor agreement by both

parties. An employee shall only be eligible for either the Associate's Degree or Bachelor's Degree educational incentive, not both . Payment of the educational incentive shall commence when the employee submits to the City Manager or designee proof of having received such a degree from an accredited university or college. Employees as of the date of approval of this agreement who have submitted the required proof of a degree within 60 days of approval of this labor agreement shall receive education incentive pay effective January 1, 2007.

ARTICLE 16
HEALTH AND WELFARE

16.1 Medical Insurance.

The City shall pay ninety percent (90%), and the employee shall pay ten percent (10%), through payroll deduction, of the medical insurance premium for the employee, spouse, and dependent child(ren), as determined eligible by plan definition for the following:

Association of Washington Cities Employee Benefit Trust/Washington Physicians Service **(AWC HealthFirst 250 and AWC High Deductible Health Plan)**.

16.2 Dental Insurance. The City shall pay 100% of the premium amount for dental insurance for the employee, spouse, and dependent child(ren), as determined eligible by the Plan definition, for the following:

Association of Washington Cities Employee Benefit Trust/Washington Dental Service dental care plan, plus orthodontia amendment for adults and dependent children, Program #177 - Plan F. (Existing dental plan including existing options and any other options added or deleted by the provider during the term of this Agreement.)

16.3 Life Insurance. The City shall provide life insurance for each employee with a face value of one times the employee's base yearly salary rounded to the nearest One Thousand Dollars (\$1,000.00), plus the dollar value of the accrued sick leave, as of January 1 each year, rounded to the nearest One Thousand Dollars (\$1,000.00), up to a total benefit of \$150,000. The City may provide the term insurance policy either through self-insurance or through any insurance company approved by the Washington State Insurance Commissioner.

16.4 Disability Insurance. The City shall pay for all costs in obtaining and maintaining disability insurance, as provided through the Washington Council of Police Officers, at the Basic Plus Plan Level, excluding dues and membership fees required by WACOPS.

16.5 Vision and Hearing Care. The City shall pay 100% of the premium amount for vision insurance for the employee, spouse, and dependent child(ren), as determined eligible by the plan definition, for the following:

Association of Washington Cities Employee Benefit Trust/VSP-Plan B \$0-Copay Vision Plan (VSP). (Existing vision plan including existing options and any other options added or deleted by the provider during the term of this Agreement.)

16.6 Physical Fitness. As provided in the annual budget, the City may, in its discretion, compensate, or reimburse, employees for all or part of the cost of an approved fitness program, club or organization. Such compensation shall not exceed Twenty-five Dollars (\$25.00) per month, per employee, but in no event shall exceed the amount, if any, provided for by the Council in its annual City budget. In the event that non-represented employees are provided reimbursement for the cost of an approved fitness plan in excess of Twenty-five Dollars (\$25.00), Guild employees will be provided the same reimbursement as non-represented employees.

16.7 Employee Assistance Program. As provided in the annual budget, the City may pay the costs involved to continue the participation of each employee in an approved Employee Assistance Program.

16.8 Effect of Federal Legislation. If the federal government passes legislation that changes the health insurance industry in a manner that has more than a de minimis effect on the provision of health insurance pursuant to Article 16 of this Agreement, either party may re-open Article 16 to bargain regarding those changes.

ARTICLE 17 RETIREMENT

17.1 Retirement Plan. The City shall participate in the state-wide system for pension, relief, disability, and retirement for qualified employees as provided by the laws of the State of Washington. (LEOFF Plan I and Plan II, or other system used under the portability provisions of the systems).

17.2 Deferred Compensation Plan. The City offers two (2) voluntary deferred compensation plans: Hartford and ICMA Retirement Corp. Employees may make contributions pursuant to the Plan provisions.

ARTICLE 18 WORKER'S COMPENSATION

18.1 Worker's Compensation Coverage. The City will provide Washington State Worker's Compensation or equivalent to employees. Any employee who is collecting Workers Compensation temporary disability benefits as a result of an on the job injury or illness shall receive sick leave benefits to supplement such Workers' Compensation benefits in an amount sufficient to equal the employee's regular rate of pay during the period of temporary disability, provided, however, such supplementary benefits shall not be paid in excess of the accrued sick leave credited to the employee. Once eligibility for payment under Worker's Compensation has been approved by the State, the employee shall endorse his/her state benefit check to reimburse

the City for wages paid during the employee's absence and such endorsement shall cause reinstatement of hours to employee's sick leave accrual balance. LEOFF I system employees are provided worker's compensation as defined by RCW 41.26.

ARTICLE 19 LIABILITY AND INDEMNITY

19.1 **Liability and Indemnity.** The City shall indemnify, defend and hold harmless any employee, his spouse and/or marital community, who is named as a defendant in a lawsuit for alleged acts or omissions of the employee made in good faith during the course and in the scope of City employment, however, this protection shall only apply after the time written notice is given to the City Attorney by the employee or the Guild that the employee has been named as a defendant in the lawsuit. This indemnity, defense and hold harmless protection shall not apply to a criminal complaint or to complaints based upon intentional tort or willful and wanton acts.

ARTICLE 20 GRIEVANCE PROCEDURE

20.1 **Grievances.** A grievance shall be defined as any complaint by an individual employee, or the Guild, arising from the interpretation or application of this Agreement. Grievances relating to discipline, suspension, demotion, or discharge of regular employees shall be pursued, at the election of the employee, in accordance with the Rules and Regulations as adopted by the Fircrest Civil Service Commission or under grievance procedures hereafter set forth, but not both.

20.2 **Settlements Preferred.** Every effort will be made by both parties to settle a dispute at the lowest level of supervision possible prior to reducing the dispute to a formal grievance. Any resolution of a dispute at this level must be consistent with the terms of this Agreement.

20.3 **Step One.** The aggrieved employee, or the Guild, shall submit a written grievance to his/her immediate supervisor within ten (10) calendar days of the occurrence which gave rise to the grievance or when the employee should have reasonably had first knowledge of the grievance. Response from this supervisor shall be made in writing and delivered to the employee within five (5) calendar days of receipt of the original grievance. If there is no response within the five (5) days the grievance shall be deemed denied, and may then be advanced to the next step.

20.4 **Step Two.** If there is no response or satisfaction at step one, the employee, or the Guild, may submit the written grievance to the Police Chief within ten (10) days of the denial in step one. The Police Chief shall respond in writing and deliver such response to the employee within five (5) calendar days of receipt of the written grievance. If there is no response within five (5) days, the grievance shall be deemed denied and may be advanced to the next step.

20.5 **Step Three.** If there is no response or satisfaction at step two, the employee, or the Guild, may submit the written grievance to the City Manager, within ten (10) calendar days of

the denial in step two. The City Manager shall respond in writing and deliver such response to the employee within thirty (30) calendar days of receipt of the written grievance. If there is no response within thirty (30) calendar days, the grievance shall be deemed denied and may be advanced to the next step.

20.6 Step Four. If there is no response or satisfaction at step three, the Guild may seek arbitration through the Washington State Public Employment Relations Commission by mailing a request for arbitration and a list of seven (7) arbitrators within ten (10) calendar days of the denial in step three. The decision at this step shall be binding, and final, to both parties. The parties shall alternately strike names until one name remains on the list. The remaining person shall be the arbitrator. The order of striking names shall be determined by a coin toss. The arbitrator shall render a written decision which shall be final and binding on all parties. The power and authority of the arbitrator is strictly limited to the interpretation and/or application of the express provisions of this Agreement. The arbitrator shall have no power to add to, subtract from, alter, amend, or change any provision of this Agreement. Each party shall bear the cost of its own representation and presentation of their case. The Arbitrator's fee and costs shall be paid equally by the parties.

20.7 Time Limits. Time limits referred to in this Article must be strictly adhered to unless waived by the mutual consent of both parties in writing. It is the intent of the parties that all procedures set forth herein shall be complied with as expeditiously as practicable. The failure of the grieving party to timely process the grievance pursuant to the time limits herein shall be deemed a waiver of the right to proceed with the grievance.

20.8 Contents of Grievance. Any written grievance shall contain: the employee's name, date the action causing the grievance occurred, an explanation of the specific action which causes the grievance, identification of the specific Articles and/or sections of this Agreement alleged to have been violated, or identification of the specific policies of the Policy manuals, and the specific remedy requested by the employee.

ARTICLE 21 DISCIPLINE AND DISCHARGE

21.1 Discipline and discharge shall be only for just cause.

21.2 Guild and Employee Rights. The employee or the Guild shall have the right to process any disciplinary action as a grievance through the grievance procedure, except for employees serving an initial probationary period or extension of an initial probation period.

The suspect employee shall be entitled to Guild representation and/or legal representation at all meetings attended by the suspect employee where discipline is being considered for that suspect employee.

21.3 Notice and Opportunity to Respond. Upon reaching the conclusion that just cause exists to discipline an employee with a reassignment (with economic impact), or a suspension

without pay, or a demotion, or discharge, the Chief of Police or designee shall provide the employee and the Guild, if requested by the employee, with the following prior to the administration of discipline:

1. A copy of all materials a part of or related to the investigation upon which the allegation(s) or charge(s) are based;
2. The directives, policies, procedures, work rules, regulations or other order of the City that allegedly was violated and how these were violated;
3. What disciplinary action is being considered.

21.3.1 Employee's Response. The affected employee or the Guild, if requested by the employee, shall have the opportunity to respond to the allegation(s) or charge(s) orally or in writing, normally within forty-eight (48) hours of receiving the information and materials provided by the City in Section 21.3 above and to do so prior to the Pre-Disciplinary meeting, provided the employee or the Guild may request a reasonable extension of time to respond, which request will not be unreasonably denied by the Chief or his designee.

21.3.2 Pre-Disciplinary Meeting. An opportunity to respond to the allegation(s) or charge(s) shall occur at a Pre-Disciplinary meeting conducted and presided over by the Chief of Police or designee, who shall have the authority to impose or to recommend the proposed disciplinary action. Reasonable advance notice of this meeting, its time and place shall be given to the employee and the Guild, if requested by the employee. This meeting shall be informal. The employee shall be given reasonable opportunity to be heard, to respond to the allegation(s) or charge(s), and to have the responses considered prior to the imposition of discipline.

21.3.3 City's Decision. Within a reasonable time, the Chief of Police or designee shall issue a written decision imposing discipline, exonerating the employee, or taking such other action deemed appropriate.

21.4 Investigative Interviews/Internal Affairs Investigations. The interview of a suspect employee concerning action(s) or inaction(s) which, if proved, could reasonably lead to a reassignment (with economic impact), suspension without pay, demotion, or discharge for that employee, shall be conducted under the following conditions and procedures:

1. If an employee is considered a suspect, at a reasonable time in advance of the investigative interview, the suspect employee shall be informed in writing, with a copy to the Guild, if requested by the employee, of the nature of the investigation; the name of the complainant, the specific allegations related thereto; and the policies, procedures and/or laws that form the basis for the investigation; and shall be advised that an opportunity to consult with a Guild representative and/or legal representative will be afforded prior to the interview.

2. The requirements of Section 21.4.1 of this Section 21.4 shall not apply if (1) the suspect employee is under investigation for violations that are punishable as felonies or misdemeanors under law, or (2) in the discretion of the Chief or designee, notices to the suspect employee would jeopardize the administrative investigation.

3. The suspect employee shall have the right to have a Guild representative present during any interview which may reasonably result in a reassignment (with economic impact), suspension without pay, demotion, or discharge of the suspect employee. The opportunity to have a Guild representative present at the interview or the opportunity to consult with a Guild representative shall not unreasonably delay the interview. However, if the interview begins with the consent of the suspect employee in the absence of a Guild representative, but during the interview, the suspect employee concludes that assistance is required by reason of increasing seriousness of the disciplinary problem, the suspect employee shall be allowed a reasonable time in which to obtain a Guild representative.

4. To the extent reasonably possible, all interviews under this Section shall take place at Police Department facilities.

5. The City may schedule the interview outside of the employee's regular working hours, however, in that event, the appropriate overtime rate shall be made to the employee.

6. The employee shall be required to answer any question concerning a non-criminal matter under investigation and shall be afforded all rights and privileges to which the employee is entitled under State or Federal laws.

7. The employee shall not be subject to coercion, nor shall interrogator(s) make promises of rewards or threats of harm as inducements to answer questions.

8. During an interview, the employee shall be entitled to such reasonable intermissions as the employee may request for personal physical necessities.

9. All interviews shall be limited in scope to activities, circumstances, events, and conduct that pertain to the action(s) or inaction(s) of the employee that is the subject of the investigation. Nothing in this Section shall prohibit the City from questioning the employee about the information that is developed during the course of the interview.

10. If the Police Department tape records the interview, a copy of the complete tape-recorded interview of the suspect employee, noting the length of all recess periods, shall be furnished to the employee upon the suspect employee's written request. If the interviewed suspect employee is subsequently charged with misconduct, upon the written request of the suspect employee or the Guild, the City shall provide a complimentary copy of any tapes to the Guild on behalf of the employee.

11. Interviews and Internal Affairs investigations shall be concluded without unreasonable delays.

12. The employee shall be advised within a reasonable period of time, in writing, with a copy to the Guild, if requested by the employee, of the results of the investigation and what future action, if any, will be taken regarding the matter investigated.

13. This Article is not intended to limit the Police Department's ability to conduct a fair and comprehensive investigation nor impose unreasonable time limits upon the conduct of such investigation.

ARTICLE 22 BARGAINING PROCESS

22.1 **Impasse.** In the event the parties feel the bargaining process is at an impasse, mediation may be sought through the Washington State Public Employee's Relation Commission.

ARTICLE 23 COMPLETE AGREEMENT

23.1 **Complete Agreement.** The parties agree this document is a complete agreement.

23.2 **No Waiver Implied.** The failure of the Guild or the City to enforce any of the provisions of this Agreement or exercise any of the rights reserved to them, or to exercise any such rights in a particular manner, shall not be deemed a waiver of either party to insist upon full performance of such rights in the future.

ARTICLE 24 SAVINGS CLAUSE

24.1 **Supervening Illegality.** Should any provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation shall not invalidate the remaining portions of this Agreement, and the remaining portions shall remain in full force and effect. The parties agree to meet and negotiate whether by mutual consent such invalid provision should be amended or replaced.

24.2 **Continuation.** In the event a new Agreement cannot be agreed upon by both parties upon the expiration of this Agreement, this Agreement shall remain in full force and effect until such time as a new Agreement can be reached and agreed upon.

ARTICLE 25
DURATION

25.1 **Duration.** The effective dates of this Agreement shall be from January 1, 2021, through December 31, 2025.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of _____ 2020.

CITY OF FIRCREST

FIRCREST POLICE GUILD

By: _____
Scott Pingel, City Manager

By: _____
Chris Roberts, Guild President

Attest:

By: _____
City Clerk

By: _____
Guild Secretary-Treasurer

APPENDIX A

SALARIES

Effective January 1, 2021*

SALARY STEPS

Job Title	A 1 Yr	B 1 Yr	C 1 Yr	D 1 Yr	E 1 Yr	F 1 Yr
Entry Police Officer	\$4,969					
Police Officer	\$5,601	\$5,882	\$6,176	\$6,484	\$6,808	\$7,149
Police Sergeant	\$6,367	\$6,686	\$7,020	\$7,371	\$7,740	\$8,127

*Includes 0% COLA

Effective January 1, 2022, the current actual base rate of the Police Officer and Police Sergeant shall be increased 100% Seattle-Tacoma-Bellevue CPI-W, June to June.

Effective January 1, 2023, the current actual base rate of the Police Officer and Police Sergeant shall be increased 100% Seattle-Tacoma-Bellevue CPI-W, June to June.

Effective January 1, 2024 the current actual base rate of the Police Officer and Police Sergeant shall be increased 100% Seattle-Tacoma-Bellevue CPI-W, June to June .

Effective January 1, 2025 the current actual base rate of the Police Officer and Police Sergeant shall be increased 100% Seattle-Tacoma-Bellevue CPI-W, June to June.

Premium Pay. In addition to the above salaries, the employee shall receive 3% of his/her base wage rate during the time that they are actually performing the assigned duties of Field Training Officer, Firearms Instructor, Crime Prevention Officer, or Defensive Tactics Instructor.

An employee assigned as Detective/Investigator for the Police Department shall receive an additional 2.5% to his/her base wage rate for all hours worked while assigned as Detective/Investigator.

Step Progression. An employee shall enter the salary step system at Step A, advance to Step B upon successful completion of the probation period, and one-year continuous service. All other step advances will occur annually. Police Officers promoted to Sergeant shall be placed on the lowest Salary Step for Sergeant which represents a salary increase. Any other provisions of this Agreement notwithstanding, the City may, in its discretion, start lateral hires or the Sergeant at

any salary step, other than the entry-level step. In addition, the City reserves the right to place or move an employee to a higher salary step, regardless of years of service with the City.

For payroll purposes and for the computation of hourly rates, the monthly salary of said positions shall be multiplied by twelve (12) and then divided by two thousand eighty (2080) hours to determine the corresponding regular rate of pay.

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%

For example, an employee with 17 years of service is eligible for 4% longevity pay added to the employee's base monthly pay.

Appendix B

Shift Schedule

Full staff	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Day shift A	0630-1630	0630-1630	0630-1630	Off	Off	Off	0630-1630
Day shift B	Off	Off	0630-1630	0630-1630	0630-1630	0630-1630	Off
Sgt A (Cover)	0900-1900	0900-1900	0900-1900	Off	Off	Off	0900-1900
Cover shift B	Off	Off	0900-1900	0900-1900	0900-1900	0900-1900	Off
Swing shift A	1600-0200	1600-0200	1600-0200	Off	Off	Off	1600-0200
Sgt B (Swing)	Off	Off	1600-0200	1600-0200	1600-0200	1600-0200	Off
Grave shift A	2100-0700	2100-0700	2100-0700	Off	Off	Off	2100-0700
Grave shift B	Off	Off	2100-0700	2100-0700	2100-0700	2100-0700	Off
Total	4	4	8	4	4	4	4

This schedule represents a fully staffed department. In case of a vacancy cover shift B will go away (see short staff schedule) until the department is back to full staffing.

Sergeant A and B will flip shifts every three months throughout the year, with the senior Sergeant choosing which cycle they want to start on. This will only occur one time, and they will remain on that cycle until there is some change in seniority (i.e.: the senior Sergeant retires or resigns, etc, and the junior Sergeant becomes the senior Sergeant).

Short staff	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Day shift A	0630-1630	0630-1630	0630-1630	Off	Off	Off	0630-1630
Day shift B	Off	Off	0630-1630	0630-1630	0630-1630	0630-1630	Off
Sgt A (Cover)	0900-1900	0900-1900	0900-1900	Off	Off	Off	0900-1900
Swing shift A	1600-0200	1600-0200	1600-0200	Off	Off	Off	1600-0200
Sgt B (Swing)	Off	Off	1600-0200	1600-0200	1600-0200	1600-0200	Off
Grave shift A	2100-0700	2100-0700	2100-0700	Off	Off	Off	2100-0700
Grave shift B	Off	Off	2100-0700	2100-0700	2100-0700	2100-0700	Off
Total	4	4	7	3	3	3	4

Appendix C

Seniority Based Rotation

Year 1						Year 2					
Jan-Mar	Mar-Apr	Apr-Jun	Jun-Aug	Aug-Oct	Oct-Dec	Jan-Mar	Mar-Apr	Apr-Jun	Jun-Aug	Aug-Oct	Oct-Dec
1	2	3	4	6	5	6	1	1	2	3	4
2	1	1	1	5	1	1	2	2	1	1	1
3	3	2	2	4	2	2	3	3	3	2	2
4	4	4	3	3	3	3	4	4	4	4	3
5	5	5	5	2	4	4	5	5	5	5	5
6	6	6	6	1	6	5	6	6	6	6	6
Year 3						Year 4					
Jan-Mar	Mar-Apr	Apr-Jun	Jun-Aug	Aug-Oct	Oct-Dec	Jan-Mar	Mar-Apr	Apr-Jun	Jun-Aug	Aug-Oct	Oct-Dec
6	5	6	1	1	2	3	4	6	5	6	1
5	1	1	2	2	1	1	1	5	1	1	2
4	2	2	3	3	3	2	2	4	2	2	3
3	3	3	4	4	4	4	3	3	3	3	4
2	4	4	5	5	5	5	5	2	4	4	5
1	6	5	6	6	6	6	6	1	6	5	6

In the event of a vacancy in the Department, the shifts that were covered by the member that is no longer employed or otherwise vacant from the schedule, the rotation again becomes open for the remainder of the two-year rotation for the vacant shifts. The bid would be open for the officers that had bid after the departing officer.

Until the vacancy is filled the cover shift that is opposite the Sergeant will be eliminated and the officers that bid for that cover shift shall work the vacant shift. Within two weeks of the Department having knowledge that an officer is departing or has departed, a new bid shall take place for the rest of the rotation using the above formula. Once the Department is up to full staff the cover shift will be re-implemented and again, within two weeks, a new bid using the above formula shall take place for the remainder of the two-year rotation.

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CITY OF FIRCREST, WASHINGTON
AND
FIRCREST POLICE OFFICERS GUILD
(Juneteenth Holiday)**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is by and between the City of Fircrest, Washington (the “Employer”) and the Fircrest Police Officers Guild (the “Union”), collectively as the “parties,” as follows:

WHEREAS, Article 11 of the parties’ 2021-25 Collective Bargaining Agreement (CBA) addresses holidays; and

WHEREAS, the Employer added the Juneteenth Holiday to the City of Fircrest Personnel Policies and Procedures Manual, effective April 27, 2022; and

WHEREAS, the Employer seeks to provide the Juneteenth Holiday to bargaining unit employees for the duration of the 2021-25 CBA.

NOW, THEREFORE, the Employer and Union seek to resolve the issues provided herein and for consideration provided in this MOU, the parties acknowledge and agree, as follows:

1. Upon execution of this MOU to be effective immediately, and through December 31, 2025, the Employer shall provide the Juneteenth Holiday (June 19th) to bargaining unit employees;
2. Bargaining unit employees shall receive one hundred ten (110) hours of leave-in-lieu-of-holidays specified in Section 11.5 of the CBA;
3. The Juneteenth Holiday benefit only applies through December 31, 2025. The 2021-25 CBA expires on December 31, 2025, and the terms of this MOU will not be incorporated into a subsequent CBA, unless otherwise mutually agreed upon in writing by the parties;
5. The Union shall not grieve or otherwise dispute the level of holiday benefits for the duration that this MOU is effective; and
6. This MOU is non-precedent setting.

WHEREFORE, this MOU is effective upon the final signature by the parties.

CITY OF FIRCREST, WASHINGTON

FIRCREST POLICE OFFICERS GUILD

Scott Pingel, City Manager

John Roberts, Guild President

Date

Date

MEMORANDUM OF UNDERSTANDING
By and Between
CITY OF FIRCREST
And
FIRCREST POLICE GUILD

RE: Retention Incentive Pay

This Memorandum of Understanding (MOU) sets forth the agreement between the parties related to Retention Incentive Pay.

WHEREAS, the City of Fircrest Police Department, along with police departments throughout the nation, is experiencing a high rate of attrition; and

WHEREAS, hiring officers to replace those that are leaving the City of Fircrest Police Department takes six (6) months to a year before newly employed officers are actively working for the City; and

WHEREAS, a delay in the departure of current officers will help alleviate the reduction in available officers while hiring and training of new officers takes place; and

WHEREAS, the City of Fircrest may use money made available through the American Rescue Plan Act (ARPA) to fund a retention incentive; and

WHEREAS, financial incentives are being successfully used in other police departments;

NOW THEREFORE, the Fircrest Police Guild and the City of Fircrest (City) agree as follows:

1. Retention Incentive Pay is available to all commissioned officers in the bargaining unit
2. An employee who wishes to receive Retention Incentive Pay shall sign the City's Retention Agreement and submit it to the City. The Retention Agreement provides that:
 - a. Employee shall remain with the City of Fircrest Police Department for three (3) calendar years from the date the Retention Agreement is signed by the employee, Police Chief and City Manager; and
 - b. The City, in exchange for employee's three (3) years of retention with the City of Fircrest Police Department, shall pay to the employee the lump sum payment of \$10,000 less applicable taxes; and
 - c. If an employee voluntarily separates from employment with the City before the agreed three-year commitment expires, the employee shall repay \$10,000 to the City which shall be deducted from the final paycheck for the employee unless the employee has requested and been approved by the Police Chief and the City Manager for an alternate repayment plan not to exceed six (6) months from the date of termination of employment. Should the employee's final paycheck amount be insufficient to repay \$10,000, then the City shall work with the

employee on a repayment plan in full not to exceed six (6) months from the date of termination of employment.

- d. An Involuntary separation for an employee in good standing shall not require such repayment of \$10,000 for reasons such as disability, as approved by a physician's certificate or other cause beyond the control of the employee and shall be approved by the Police Chief and the City Manager; and
 - e. Resignation in lieu of termination shall require the employee to repay \$10,000 which shall be deducted from the final paycheck for the employee. Should the employee's final paycheck amount be insufficient to repay \$10,000, then the City shall work with the employee on a repayment plan in full not to exceed six (6) months from the date of termination of employment.
3. The City shall allow employees (participants) to enter into a Retention Agreement to receive Retention Incentive Pay at the time of acceptance of this MOU by the Fircrest Police Guild plus 30 days.

Signed on the date(s) set forth below each party's signature:

CITY OF FIRCREST

FIRCREST POLICE GUILD



COLLEEN CORCORAN
Interim City Manager

11/9/2022

Date

JOHN ROBERTS
Guild President

Date

MEMORANDUM OF UNDERSTANDING
By and Between
CITY OF FIRCREST
And
FIRCREST POLICE GUILD

RE: Signing Bonus Incentive Pay

This Memorandum of Understanding (MOU) sets forth the agreement between the parties related to Signing Bonus Incentive Pay.

WHEREAS, the City of Fircrest Police Department, along with police departments throughout the nation, is experiencing a shortage of officers; and

WHEREAS, hiring officers to replace those that are leaving the City of Fircrest Police Department takes six (6) months to a year before newly employed officers are actively working for the City; and

WHEREAS, a signing bonus incentive will help attract available new officers: and

WHEREAS, the City of Fircrest may use the money made available through the American Rescue Plan Act (ARPA) to fund signing bonus incentive pay; and

WHEREAS, financial incentives are being successfully used in other police departments;

NOW THEREFORE, the Fircrest Police Guild and the City of Fircrest (City) agree as follows:

6. Signing Bonus Incentive Pay is available to all newly commissioned officers in the bargaining unit
7. An employee who wishes to receive Signing Bonus Incentive Pay shall sign the City's Signing Bonus Incentive Pay Agreement and submit it to the City. The Signing Bonus Incentive Agreement provides that:
 - k. Employee shall remain with the City of Fircrest Police Department for three (3) calendar years from the date the Agreement is signed by the employee, Police Chief, and City Manager; and
 - l. The City, in exchange for the employee's three (3) years of retention with the City of Fircrest Police Department, shall pay to the employee the lump sum payment of \$10,000 less applicable taxes; and
 - m. If an employee voluntarily separates from employment with the City before the agreed three-year commitment expires, the employee shall repay \$10,000 to the City which shall be deducted from the final paycheck for the employee unless the employee has requested and been approved by the Police Chief and the City Manager for an alternate repayment plan not to exceed six (6) months from the date of termination of employment. Should the employee's final paycheck amount be insufficient to repay \$10,000, then the City shall work with the

employee on a repayment plan in full not to exceed six (6) months from the date of termination of employment.

- n. An Involuntary separation for an employee in good standing shall not require such repayment of \$10,000 for reasons such as disability, as approved by a physician's certificate or other cause beyond the control of the employee and shall be approved by the Police Chief and the City Manager; and
 - o. Resignation in lieu of termination shall require the employee to repay \$10,000 which shall be deducted from the final paycheck for the employee. Should the employee's final paycheck amount be insufficient to repay \$10,000, then the City shall work with the employee on a repayment plan in full not to exceed six (6) months from the date of termination of employment.
8. The City shall allow new officers (participants) to enter into a Signing Bonus Incentive Agreement from the time of acceptance of this MOU by the Fircrest Police Guild through December 31, 2023.
9. The Signing Bonus Incentive Agreement term is from the time of acceptance of this MOU by the Interim City Manager and the Fircrest Police Guild through December 31, 2023.

Signed on the date(s) set forth below each party's signature:

CITY OF FIRCREST



COLLEEN CORCORAN
Interim City Manager

12/14/2022

Date

FIRCREST POLICE GUILD

JOHN ROBERTS
Guild President

Date

MEMORANDUM OF UNDERSTANDING
By and Between
CITY OF FIRCREST
And
FIRCREST POLICE GUILD

RE: Signing Bonus Incentive Pay

This Memorandum of Understanding (MOU) sets forth the agreement between the parties related to Signing Bonus Incentive Pay.

WHEREAS, the City of Fircrest Police Department, along with police departments throughout the nation, is experiencing a shortage of officers; and

WHEREAS, hiring officers to replace those that are leaving the City of Fircrest Police Department takes six (6) months to a year before newly employed officers are actively working for the City; and

WHEREAS, a signing bonus incentive will help attract available new officers: and

WHEREAS, the City of Fircrest may use the money made available through the American Rescue Plan Act (ARPA) to fund signing bonus incentive pay; and

WHEREAS, financial incentives are being successfully used in other police departments;

NOW THEREFORE, the Fircrest Police Guild and the City of Fircrest (City) agree as follows:

10. Signing Bonus Incentive Pay is available to all newly commissioned officers in the bargaining unit
11. An employee who wishes to receive Signing Bonus Incentive Pay shall sign the City's Signing Bonus Incentive Pay Agreement and submit it to the City. The Signing Bonus Incentive Agreement provides that:
 - u. Employee shall remain with the City of Fircrest Police Department for three (3) calendar years from the date the Agreement is signed by the employee, Police Chief, and City Manager; and
 - v. The City, in exchange for the employee's three (3) years of retention with the City of Fircrest Police Department, shall pay to the employee the lump sum payment of \$10,000 less applicable taxes; and
 - w. If an employee voluntarily separates from employment with the City before the agreed three-year commitment expires, the employee shall repay \$10,000 to the City, which shall be deducted from the final paycheck for the employee unless the employee has requested and been approved by the Police Chief and the City Manager for an alternate repayment plan not to exceed six (6) months from the date of termination of employment. Should the employee's final paycheck amount be insufficient to repay \$10,000, then the City shall work with the

employee on a repayment plan in full not to exceed six (6) months from the date of termination of employment.

- x. An involuntary separation for an employee in good standing shall not require such repayment of \$10,000 for reasons such as disability, as approved by a physician's certificate or other cause beyond the control of the employee and shall be approved by the Police Chief and the City Manager; and
- y. Resignation in lieu of termination shall require the employee to repay \$10,000, which shall be deducted from the final paycheck for the employee. Should the employee's final paycheck amount be insufficient to repay \$10,000, then the City shall work with the employee on a repayment plan in full not to exceed six (6) months from the date of termination of employment.

12. The City shall allow new officers (participants) to enter into a Signing Bonus Incentive Agreement from the time of acceptance of this MOU by the Fircrest Police Guild through December 31, 2024.

13. The Signing Bonus Incentive Agreement term is from the time of acceptance of this MOU by the City Manager and the Fircrest Police Guild through December 31, 2024.

Signed on the date(s) set forth below each party's signature:

CITY OF FIRCREST

FIRCREST POLICE GUILD

DAWN MASKO
City Manager

JOHN ROBERTS
Guild President

Date

Date

FIRCREST POLICE SIGNING INCENTIVE PAY AGREEMENT

14. I _____ attest that I am a newly commissioned officer in the Fircrest Police Guild.
15. I agree to the following Signing Incentive Pay Agreement terms:
- z. I shall remain with the City of Fircrest Police Department for three (3) calendar years from the date of my signing of this Agreement; and
 - aa. The City, in exchange for my three (3) years of retention, shall pay me the lump sum payment of \$10,000 less any applicable taxes; and
 - bb. If I voluntarily separate employment from the City of Fircrest Police Department before the agreed-upon commitment for three (3) years, then I shall repay \$10,000 to the City of Fircrest, which shall be deducted from my final paycheck. Should my final paycheck amount be insufficient to repay \$10,000, then I will work with the City of Fircrest on a repayment plan in full not to exceed six (6) months from the date of termination.
 - cc. An involuntary separation, if I am in good standing, shall not require such repayment of \$10,000 for reasons such as disability, as approved by a physician's certificate or other cause beyond my control and shall be approved by the Police Chief and the City Manager; and
 - dd. Resignation in lieu of termination shall require repayment of \$10,000, which shall be deducted from my final paycheck. Should my final paycheck amount be insufficient to repay \$10,000, then I will work with the City on a repayment plan in full not to exceed six (6) months from the date of termination.

Police Officer

Date

Police Chief

Date

City Manager

Date