

AGREEMENT

By And Between

The City of Shelton

And The

Shelton Police Guild

January 1, 2025 through December 31, 2027

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**AGREEMENT
BY AND BETWEEN
CITY OF SHELTON, WASHINGTON
AND THE
SHELTON POLICE GUILD**

1. General

1.1. Purpose

The City of Shelton, hereinafter referred to as the City, and the Shelton Police Guild, hereinafter referred to as the Guild, in order to increase general efficiency in the Police Department to maintain the existing harmonious relationship between the Police Department and its employees, and to promote morale, rights, and well-being of the members of the Police Department, hereby agree as follows:

1.2 Public Employees

The Police Department and the individual members of the Guild are to regard themselves as public employees and are to be governed by the highest ideals of the honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

1.3 Community Service

The parties recognize the importance of the establishing and maintaining a good relationship with members of the local community and agree that mutual efforts to improve this relationship shall be a primary goal of the parties during the term of this Agreement.

2. Recognition

The City hereby recognizes the Guild as the sole and exclusive representative of all full-time commissioned employees of the Police Department, with the exception of the Chief and Lieutenants, for the purposes of bargaining with respect to wages, hours of work and working conditions.

3. Payroll and Paydays

3.1 Guild Membership

All employees in the bargaining unit who are members of the Guild on the effective date of this Agreement shall, as a condition of employment, remain members in the Guild in good standing for the duration of this Agreement. All new employees employed during the life of this Agreement shall, as a condition of employment, within thirty (30) days after the date of employment, become and remain members in good standing for the duration of the Agreement.

3.2 Payroll Deduction

The City agrees to the deduction of monthly dues and initiation fees as designated by the Guild for those employees in the bargaining unit who voluntarily elect to become members of the Guild.

3.3 Dues Cancellation

An employee may cancel their payroll deduction of dues and/or service fees by written notice to the City and the Guild. The cancellation will become effective on the first payroll after receipt of the written notice.

3.4 City Indemnification

The Guild shall indemnify the City against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of the payroll deductions.

3.5 Direct Deposit and Paydays

Guild employees are required to enroll in direct deposit with a financial institution of their choosing.

Paydays are bi-monthly and shall be on the 10th and 25th of each month. If either date falls on a holiday or weekend, employees are paid on the preceding workday.

4. Employees Elected As Guild Shop Stewards

Employees elected as Guild Shop Stewards shall be granted (without pay) time to perform necessary collective bargaining functions, providing that this does not prevent the City from providing continued public service.

5. Grievance and Arbitration Procedures

A grievance means a claim or a dispute by an employee or the Guild with respects to the interpretation or application of the provisions of this Agreement.

5.1 Step 1 Immediate Supervisor

An employee or Guild Representative who believes that the terms and conditions of this Agreement have been violated shall first discuss the matter with his/her immediate supervisor within fifteen (15) business days of the date the action took place or within fifteen (15) business days of the date upon which the employee, by due diligence, could reasonably have been expected to know of such action, but in no event more than ninety (90) business days. The immediate supervisor shall provide the employee with a written response within fourteen (14) business days of the date upon which the grievance was discussed with the employee.

5.2 Step 2 Police Chief

If the grievance is not settled in Step 1, it shall be referred in writing to the Police Chief within ten (10) business days after the designated supervisor's answer in Step 1 and shall be signed by the employee or the Guild representative. Grievances arising from employee discipline shall be filed in writing starting at Step 2. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision(s) of the Agreement allegedly violated, and the relief requested. The Police Chief shall discuss the grievance within ten (10) business days with the grievant and the Guild representative at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Police Chief and the Guild. If no settlement is reached, the Police Chief shall give the Department's written answer to the Guild within ten (10) business days following their meeting.

5.3 Step 3 City Manager

If the employee or the Guild is not satisfied with the solution by the Police Chief, the grievance, in writing, together with all other pertinent materials, shall be presented to the City Manager by the Guild representative within ten (10) business days of the Police Chief's decision. The City Manager shall attempt to resolve the grievance within ten (10) business days after it has been presented.

In the case of disciplinary actions, both appealable to the Civil Service Commission and grievable under the terms of this contract, a written election of remedies shall be made after receipt of the Step 3 response. An employee may elect to either pursue an appeal to the Civil Service Commission or continue with the contractual grievance procedure, but not both. Time limits will be extended for either side if necessary to complete a reasonable investigation before the election of remedies is made. Appeal for disciplinary actions shall proceed directly to the Civil Service Commission pursuant to the rules of the Commission or to Step 3 as provided in this Agreement.

5.4 Step 4 Arbitration

If the grievance is not resolved by the City Manager to the satisfaction of the Guild, the grievance may, within ten (10) business days, be referred to an arbitrator to be selected as follows: The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of notice of intent to proceed to arbitration. In the event the parties are unable to agree upon an arbitrator within the (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the Public Employment Relations Commission to submit a panel of nine (9) Washington or Oregon arbitrators. After flipping a coin to determine which party goes first, the parties shall alternately eliminate the name of one person on the list until only one name remains. The person whose name was not eliminated shall be the arbitrator.

5.5 Decision and Time Limits

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement and shall hold a hearing so that both parties may present their respective cases. The decision of the arbitrator shall be rendered within thirty (30) business days after the close of the hearing. The decision of the arbitrator shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer which is beyond its jurisdiction.

5.6 Costs and Expenses

The fee and expenses of the arbitrator and court reporter shall be shared by the parties. Each party shall be responsible for all costs arising from its own representatives, attorneys and witnesses.

5.7 Time Limits

Time limits referred to in the Article may be waived by mutual agreement in writing. It is the intent of the parties that all procedures set forth herein shall be complied with as expeditiously as practicable. If the City does not timely respond during a grievance step, the grievance will advance to the next step in the grievance procedure, the grievance shall be considered abandoned, and the right is waived.

6. Prevailing Rights

All rights, privileges and working conditions held by the employee, which are mandatory subjects of bargaining, have been mutually accepted and adopted by the parties over a period of time, which are in effect at the time of the commencement of this Agreement, and which are not specifically referenced in any other clause of the Agreement, shall remain in effect during the period of the Agreement unless changed by mutual consent.

7. Rules and Regulations

The Guild agrees its members shall comply with all department rules and regulations, including those related to conduct and work performance.

8. Management Rights

Any and all rights concerned with the management and operation of the Police Department are exclusively that of the City unless otherwise specifically provided by the terms of this Agreement. The City has the right, among other actions, to adopt rules for the operation of the Department and conduct of the employees, to discipline, suspend, or discharge employees for the just cause, to assign work, determine job content and job duties of employees, and determine the number of personnel to be assigned duty at any time, to determine and introduce new methods of facilities to increase productivity, to determine the work and shift schedule, to establish performance standards and evaluations, to contract for goods and services for operation of the Department, and to perform all of the functions not otherwise expressly limited by this Agreement.

9. Anti-Strike

The services performed by City employees are essential to the public's health, safety and welfare. Therefore, the Guild will not authorize, instigate, aid, condone, or engage in any strike, work stoppage or other action at any time, including upon termination of the Agreement, which will interrupt or interfere with the operation of the City. No employee shall cause or take part in any strike, work stoppage, slowdown or other action which will interrupt or interfere with the operation of the City. In the event of violation of this article, the Guild agrees to take affirmative steps with the employees concerned, such as letters, bulletins, telegrams and employee meetings to bring about an immediate resumption of normal work. Should there be a violation of this article, there shall be no discussion or negotiations regarding the difference of dispute during the existence of such violation or before normal work has been resumed.

10. Wages and Longevity

10.1 General Wage Adjustment

Effective January 1, 2025, employees will receive a 5.0% (3.0% COLA, 2.0% Market) increase to their base wage.

Effective January 1, 2026, employees will receive a 3.0% COLA increase to their base wage.

Effective January 1, 2027, employees will receive a 3.0% COLA increase to their base wage.

10.2 Longevity

The City agrees to the following longevity pay scale which shall be added to the monthly salary of each employee eligible:

Starting 5th Year	\$ 60.00
Starting 7th Year	\$126.00
Starting 10th year	\$150.00
Starting 15th Year	\$250.00
Starting 20th Year	\$300.00

10.3 Detectives Premium

Officers appointed to detective position for 30 consecutive calendar days shall receive one-half (1/2) the pay difference between first class patrol officer and sergeant.

11. Deferred Compensation Match

The Employer shall match employees' six-point two percent (6.2) contribution into the City's adopted deferred compensation program as follows: for each dollar contributed by the employee, the Employer shall contribute dollar-for-dollar matching funds to a maximum of six-point two percent (6.2%) of the employee's regular rate of pay. The employee may contribute additional funds with no Employer match as determined or restricted by the adopted deferred compensation plan.

12. Hours of Work and Overtime

12.1 Work Week

For the purposes of computing overtime, the work week shall be a calendar week (Sunday to Saturday).

12.2 Workday/Work Schedule

The Chief of Police and the Guild may agree upon an alternative normal workday which may include the following or combination thereof:

- 10.67 hour patrol or specialty position shifts.
- 8.5 hour patrol or specialty position shifts.
- 8 hour patrol or specialty position shifts.
- 10 hour patrol or specialty position shifts.

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- 11 hour patrol or specialty position shifts.
 - 12 hour patrol or specialty position shifts.

All workdays shall be incorporated into a work schedule that supports a standard 2080-hour work year and shall be in compliance with all state and federal labor laws. Any time worked in excess of the scheduled and assigned workday shift shall be paid at the rate of time and one half.

12.3 Work Schedule

The normal patrol or specialty assignment work schedule shall consist of a combination of shifts described in section 12.2 and as agreed upon by the Chief of Police and Guild. All work schedules will comply with state and federal labor laws and support the standard 2080-hour work year; which limits a normal work schedule to 86 hours during a 14-day work period. Any employee short of the required 2080 hours worked in a calendar year shall make those hours up by the end of the payroll year. It shall be at the discretion of the Chief of Police or a designee when hours are to be made up. Each employee's normal work schedule may change with each new shift/work schedule rotation. Pursuant to Section 8.1, the Chief of Police has the discretion to determine the work and shift schedule to ensure the efficient operation of the Shelton Police Department at all times. Prior to any permanent changes in work schedules or shift schedules, the Chief or representative shall meet with members of the Guild board to ensure that the change of schedule does not violate any agreed upon terms and complies with state and federal labor laws. The schedule changes will allow at least 14 days' notice to the affected employees.

12.4 Shift Rotation

Except under extenuating circumstances, regularly established shift changes are considered to occur not more frequently than once every three (3) months or less frequently than once every nine (9) months at the discretion of the Chief of Police, except however, the Chief of Police and Guild may agree upon a one (1) year shift term, which will not have any rotation of shifts during the course of the year.

12.5 Establishing a New Shift/Workweek

No employee shall be required to work back-to-back shifts when effectuating a shift change. A minimum of eight (8) hours shall separate the shift change. If an employee would otherwise be required to work back-to-back shifts for the purpose of establishing the new shift/workweek, the employee may be assigned to one shift of administrative leave to avoid a back-to-back shift. When effectuating the shift/workweek change, an employee may be scheduled to work more than five (5) consecutive days. In this case, for the purpose of establishing the new shift/workweek, the days worked beyond five (5) will be paid as overtime. Alternatively, at the discretion of management, the employee may be assigned to one shift of administrative leave to break up the long week created by the establishment of a new shift/workweek. If a shift of administrative leave is awarded, the remaining regularly scheduled shifts in the long week will be paid at the straight time rate. When effectuating the shift/workweek change, an employee may work less than five (5) consecutive days without reductions to his or her normal salary.

12.6 Shift Assignment

When a shift assignment has been posted for a work month, it shall not be changed except as the result of required staffing needs that could not reasonably be anticipated when the shift assignment was posted, or by mutual consent. For purposes of this Article, a shift is the work period during the day (each 24-hour day) to which an employee is assigned; i.e. day, swing, graveyard or power shifts.

12.7 Shift Start Changes

If an employee is called to report at any other time than their assigned shift start, they shall be paid time and one-half (1.5) for the hours called in early or notified to report late.

12.8 Call Back Minimum

If an employee is called in to work they shall be paid a minimum of three (3) hours at the overtime rate (time and one-half). However, if the employee's "on duty" time is within the three hours, the employee shall only be paid overtime for the period that would normally be "off-duty". An example would be; the employee is called in at 1:00 pm and their normal shift begins at 3:00 pm they shall be paid two hours overtime, the period before their normal duty start time.

12.9 Compensatory Time

Employees may request time off in lieu of cash overtime compensation. Compensatory time off shall be earned at the rate of one and one-half (1.5) times the overtime hours worked. Employees shall be allowed to use their accrued compensatory time off upon reasonable notice and consistent with the City's reasonable operating needs. Employees separating from City employment shall be paid for all accrued compensatory time off due the employee and based on the City's records. The ultimate determination of whether compensatory time shall be allowed, or when it is taken, shall be made by the City. An employee may carry over up to eighty (80) hours per calendar year. Any compensatory time in excess of eighty (80) hours must be used or cashed out by November 30th of each year.

12.10 On Call Time

An employee shall be considered as being On-Call if he/she is required to remain at or near the Police Department and cannot use his or her time freely. If an employee can come and go freely and is not restricted in their travel and other activities, even though they may be required to leave a telephone number where they can be reached or wear a pager, the employee shall not be considered as being On-Call. An employee who is On-Call shall be compensated at their regular rate of pay for all hours deemed to be On-Call hours.

12.11 Labor-Management Committee

The Guild and the Employer agree to establish a Labor Management Committee that will meet quarterly. If either the City or the Guild identifies problems within the application of changes to this Article, the parties agree to meet, discuss and study the matter (s) with the objective of achieving mutual resolution.

13. Educational Incentives

13.1 Educational Reimbursement

Upon prior approval by the Chief of Police, an employee is eligible to receive reimbursement for tuition and required textbooks for up to an annual total of \$2,500. The employee must be enrolled in an approved, accredited college program, and attain a grade of "B" or better. The educational reimbursement is available for the employee to obtain up to one associate's, bachelor's, and master's degree while employed at the City.

13.2 Educational Premium

Employees covered under this Agreement may be eligible for educational incentive premium pay as part of their base wages upon application by the employee to the City and according to the following:

- AA/AS Degree-(2) year degree-or the equivalent - two percent (2%)
- BA/BS Degree-(4) year degree-or the equivalent - five percent (5%)

Employees claiming eligibility for educational incentive premium pay may be required to provide proof of such eligibility. All credits or degrees claimed for educational incentive premium pay must be from an accredited institution. The Chief of Police in his/her sole and absolute discretion shall determine if an employee's educational credits qualify as being from an accredited and/or "equivalent" to an AA or BA degree.

14. Court and Hearing Pay

Off duty officers appearing at court or hearings as result of official duty shall receive a guaranteed three (3) hour pay at the time and one-half (1.5) rate and at a rate of time and one-half for any time thereafter. If the court or hearing time falls on the employee's day off, the employee shall be guaranteed three (3) hours pay at the time and one-half (1.5) rate and at a rate of time and one-half for any time thereafter. The rate shall be based on each officer's hourly rate of pay.

15. Acting Supervisor

Any employee appointed by the Chief to the position of acting supervisor (Lieutenant or Sergeant), that employee shall be paid at the appropriate rank rate they have been appointed to.

16. Instructor, Field Officer Training, Officer in Charge, & Bilingual Pay

16.1 Instructor's Pay

Departmental appointed instructors shall receive time and one-half (1.5) rate for all assigned hours of preparation and instruction time on off-duty time.

16.2 Field Training Officer (FTO) Pay

When an officer is mandated by the Chief of Police, or designee, to be a FTO for training a new officer shall be paid at the rate of five percent (5%) above the employee's regular base rate of pay for each week that the employee performs field officer training duties. No more than one trainer per trainee per week shall receive field officer training premium pay. When a FTO position becomes vacant, the Employer shall circulate an announcement within the Department for a minimum of thirty (30) days; that shall identify the minimum requirements needed to apply for the training officer position.

16.3 Officer in Charge Pay

The Chief of Police will designate, at his/her discretion, an Officer In Charge (OIC) for a shift or shifts. The assignment is not a permanent assignment and is establishing only for the purpose of establishing lines of communication and decision making in the absence of senior ranking officers. An OIC shall be paid at the rate of three percent (3%) above the employee's base rate of pay for each month or portion of each month that the employee is assigned officer in charge duties. It is not expected that there will be more than four OIC appointments in any one month.

16.4 (a) Corporal

The Police Chief will assign qualified officers to the position of Corporal who have a minimum of two (2) years' experience as a full-time paid police officer and qualify under Civil Service Rule 7 Examinations. Corporal pay shall be the base rate of their assigned position plus four percent (4%).

16.5 Shift Differential Pay

Patrol officers working the swing shift shall receive shift differential pay of two percent (2.0%) of their regular rate of pay for periods lasting five or more consecutive workdays. Swing shift is defined as

working the shift which will start in the period of time generally considered afternoon, through late evening (i.e. 1 pm until 9pm, 2pm until 10pm, 3 pm until 11 pm, 4pm until midnight, there is no swing shift incentive for a 3/12 schedule as the schedule will only be a day shift and a night shift). Being “held over” for an emergency or an operation shall not constitute a “shift” which would require differential pay, unless it concurs as outlined further in the 5-day rule. Patrol Officers working the graveyard shift shall receive shift differential pay of three percent (3%). Graveyard shall be defined as starting in the pm, and the shift shall continue through the night to finish in the am (for the purpose a 3/12 schedule it will include a shift such as 6 pm until 6 am)

16.6 K-9 Officer

An officer assigned to the K-9 unit shall be paid the base rate of their assigned position plus two percent (2.0%). The Police Chief maintains the discretion to assign and remove officers for these specialty assignments. Recognizing that the care and maintenance of a Police K-9 is an essential function and responsibility of a K-9 Officer, the Police Department and Police Guild agree that a specific understanding is necessary to avoid future confusion and ensure the viability of the program. Therefore, the following terms apply to the K-9 Officer position,

- The K-9 Officer may remain on the current patrol schedule, which includes the ability to bid for shifts by seniority.
- The Officer will be allotted five (5) hours per week for the general maintenance and care of the dog and program equipment; the compensation for this allotment will be in the first half hour and the last half hour of the assigned work shift; if working swing shift for example, the K-9 Officer will generally not be responsible to report for patrol duty until 1530 hours and will complete patrol responsibilities at 2300 hours.
- The K-9 Officer is allowed to use any time worked for the general maintenance and the care of the dog and program equipment towards the 72-hour deficit bank, as per section 21.2.1 Wages.
- The K-9 Officer is subject to callout for incidents reasonably related to this program; the Officer will be compensated in accordance with the current collective bargaining agreement for all callouts.
- Required training to maintain certification of the program will, generally, be conducted on duty during hours which adequate shift coverage exists in the absence of the K-9 Officer; this training will be at the discretion of the shift supervisor; other, more specific training may be scheduled by the Patrol Lieutenant or designated Training Officer.

16.7 Bilingual

Officers who have proven bilingual competence, as determined by the Chief of Police, in a language the City deems beneficial to conducting City business shall receive a \$175.00 monthly premium.

17. Sick Leave and Paid Family Medical Leave

17.1 Accumulation and Ceiling

Employees shall be allowed to accumulate sick leave which shall be earned at the rate of eight hours per month worked for any month which the employee is compensated for fifty percent (50%) or more. The maximum amount of sick hours that an employee may accumulate is 960 hours.

17.2 Immediate Family

All employees of the Police Department shall be allowed up to five (5) days for death in the immediate family: sickness or emergency or other similar unforeseen circumstances in the immediate family which

requires the employee to attend to a family member at home. Said leave shall be charged against sick leave and shall be approved by the Chief of Police designee.

Immediate family is defined in the City's Policy and Procedure Manual 200-1520

17.3 Qualifying Reasons to Use Sick Leave

A. Employee's Health. 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.

B. Family Member's Health. 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.

C. Health-Related Closure. 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.

D. Domestic Violence-Related Activities. 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.

E. Definition of Family Member. For purposes of this Article, a "family member" means (i) 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; (ii) 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; (iii) a spouse; (iv) a registered domestic partner; (v) a grandparent; (vf) a grandchild; or (vii) a sibling.

17.4 Sick Leave Buy Back

Once an employee has attained a minimum of 480 hours accumulated sick leave, the employee has the following options:

1. He or she may accumulate any sick leave earned during the working year beginning on January 1st and ending on December 31st of that year to a maximum accrual of 960 hours, or
2. The employee may redeem the number of sick days accumulated during the working year at the rate of \$100.00 per day or a maximum of \$1,200.00 per year.

Once an employee accumulates his or her sick leave earned the working year, those accumulated sick days shall become part of the total accumulated sick leave and cannot be redeemed at a later date, except at retirement.

The employee shall notify the employer on or before December 1st of the current working year of his or her intent to accumulate or redeem the sick days earned that working year.

17.5 Light Duty Assignments

An employee injured on the job may be provided a light-duty assignment when released to perform light duty by the employee's health care provider, and when there is a light-duty assignment available, as determined by the Chief of Police. Employees on light-duty assigned to the detective's division will not receive detective premium while assigned.

17.6 Sick Leave Buy Back at Retirement or Separation

An employee may redeem one hundred percent (100%) of any accumulated sick days over a minimum of 480 hours to a maximum of 960 hours at a rate of \$100.00 per eight (8) hours at the time of retirement or separation of employment. If the termination is for just cause, the above redemption does not apply.

17.7 Employee Verification

The City may require verification from the employee for the qualifying reason(s) for using sick leave for any absence exceeding three (3) consecutive days. An employee may be disciplined, up to and including termination, for abusing the use of sick leave.

17.8 Washington Paid Family and Medical Leave Program

Consistent with Washington State Paid Family and Medical Leave (PFML), PFML leave will run concurrently with the federal Family and Medical Leave Act (FMLA) if both are applicable.

A. Payroll Deductions. The PFML program is funded through premiums collected by Washington Employment Security Department (ESD) via payroll deductions and employer contributions. Each year, employees will pay through payroll deductions the full cost of the premiums associated with family leave benefits and their portion of medical leave benefits. 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.

B. Notification to the City. When applying to ESD, employees must also notify the City of the need for leave; employees should provide at least 30 days' advance notice of foreseeable leave and for unforeseeable leave notice should be given as soon as practicable.

18. Health and Welfare

The Employer will make available to all full-time employees and their enrolled dependents, a choice between three Association of Washington Cities health care plans: (1) HealthFirst 250, (2) KP200, (3) a HealthFirst High Deductible plan, or 4) a Kaiser High Deductible plan.

The City's premium share for medical benefits is reflected in Appendix D.

18.1 Dental Plan

The City shall pay all premiums for dental insurance for employees and dependents through the Association of Washington Cities Dental Plan E.

18.2 Vision Plan

The Employer shall pay 100% of the employee, spouse and dependent premiums for the VSP vision care plan.

18.3 Modifications

No changes in current medical, dental and vision insurance carriers shall be made without notifying and negotiating with the Guild. Negotiations shall continue for a period of sixty days from the date of the first bargaining session or until impasse is reached, whichever occurs first, at which time the City may implement its proposal. No changes in carriers may be made under the section unless the overall level of benefits under the new policy is comparable with the overall level of benefits provided under the plans specified in Section 17.1, provided that individual benefits may be identical.

18.4 Life Insurance

The City will provide, on behalf of each employee, a term-life insurance policy with a \$100,000 benefit for the employee. The spouse of each employee is covered in the amount of \$10,000, and each dependent child, shall be covered in the amount of \$10,000. However, at no time shall the amounts provided violate the provision of RCW 48.24.030. The City shall pay the full premium cost for the above life insurance.

18.5 Disability Insurance

The City will administer, through payroll deduction, disability plan premiums as selected by employees.

19. Personnel Reduction

In the event of a reduction in personnel within the Police Department, the employee with the least seniority within the classification involved shall be laid-off first. No new employee shall be hired for the same position within one (1) year of the separation of the laid-off employee during which time the laid-off employee shall be given the opportunity to return to work.

20. Clothing Allowance

20.1 Uniforms

All employees are responsible for purchasing required and authorized uniforms and equipment used in the day-to-day performance of their positions. The City will provide an annual allowance of one thousand five hundred and fifty dollars (\$1,550.00) for the purchase and care of authorized uniforms and equipment to all employees who have completed one year of employment. The allowance shall be paid in two installments of seven hundred and seventy-five dollars (\$775.00) each received in the January payroll and another seven hundred and seventy-five dollars (\$775.00) received in the July payroll.

20.1.1

Officers who successfully complete a one-year introductory period after January's disbursement of the uniform allowance shall receive their first seven hundred and seventy-five dollars (\$775.00) installment with the payroll following their one-year anniversary date. An officer, who successfully finishes a one-year introductory period after July's disbursement of the uniform allowance, shall receive the annual one thousand five hundred and fifty dollars (\$1,550.00) installment with the payroll following their one-year anniversary date. Thereafter, the officer will receive the uniform allowance on the normal installment schedule.

20.1.2

Officers assigned to the detective division shall initially receive five hundred dollars (\$500.00) for the purchase of clothing. When reassigned to patrol, after serving two years as detective, officers shall receive five hundred dollars (\$500.00) for the purchase of authorized uniforms and equipment related to their patrol duties.

20.1.3

Newly hired employees shall be given a one-time allowance of one-thousand five hundred dollars (\$1,500.00) for the purchase of required and authorized uniforms and equipment. Upon completion of one year of service, the employee shall be eligible to receive the annual allowance described in Section 20.1 and 20.1.1 above.

20.2 Protective Clothing and Devices

Any protective clothing or devices required in the performance of the employee's duties shall be furnished by the City, at no cost to the employee. Items to be furnished are as follows:

Firearms, protective ballistic vest (Threat level II per NIJ Standards), badges, duty ammunition, patches and pepper mace.

20.3 Training Ammunition

Sergeant, detectives and police officers shall be furnished training ammunition sufficient for firearms training as specified in the Shelton Police Department Standard Operating Procedures Manual.

20.4 Equipment and Uniform Repair and Replacement

The City shall be responsible for all repair and replacement of equipment described in Section 20.2 of this Article. Uniforms worn out through normal wear and tear shall be replaced by the employee. Uniforms damaged in the line of duty shall be replaced by the City, unless such damage was caused by the employee's negligence. Uniforms and personal equipment necessary to the Officer's duties (i.e., glasses, wristwatches) shall be replaced by the City if the damage is caused in the line of duty, unless such damage was caused by the employee's negligence. The City will pay replacement cost of the personal equipment, not to exceed \$100 per item, with the exception of prescription glasses, which shall not exceed \$200 per item.

20.5 Uniform Replacement

Uniforms worn out through normal wear and tear shall be replaced by the Employee. Uniforms damaged in the line of duty shall be replaced by the City, unless such damage was caused by the employee's negligence.

20.6 SWAT Assignment and Equipment

Officers assigned to the SWAT team, upon appointment, will receive up to an initial sum of one thousand five hundred dollars (\$1,500.00) for required equipment and clothing, excluding firearms and ammunition. On an annual basis, officers assigned to the SWAT team will receive five hundred (\$500.00) for the purchase of authorized uniforms and equipment. The amounts identified are over and above Article 20 clothing Allowance.

21. Holidays

Each employee who works on any holiday as referred to in City of Shelton Policy 200-1503 shall be paid at their regular pay rate plus one and one-half times their regular pay rate, for a total of two and one-half times their regular pay rate. Officers may elect to accrue an equal amount of holiday time in lieu of the one-and one-half times pay. In no case, however, shall the employee be allowed to accumulate a holiday bank in excess of hold more than 72 hours. In addition, it is agreed that each

employee shall receive two floating holidays each calendar year, which must be used or forfeited before December 31st of that calendar year.

21.2 Holiday Compensation

Officers shall be compensated for holidays in the following manner:

21.2.1 Wages

Officers who are on a scheduled day off on a holiday shall be paid for eight (8) hours at the employee's regular rate of pay or elect to accrue eight (8) hours of holiday time in lieu of receiving the eight (8) hours at the employee's regular pay rate.

Officers who are scheduled to work on a shift that begins on the actual holiday, as provided in Policy 200-1503, will receive their regular pay rate plus one and one-half times their regular pay rate, for a total of two and one-half times their regular pay rate. Officers may elect to accrue an equal amount of holiday time in lieu of the one and one-half times pay. If an officer is required to work more hours than their regularly scheduled work shift, or called in on a scheduled day off, those hours will be compensated at the holiday rate of pay, which is a total of two and one-half times (2.5X) their regular rate of pay (regular pay plus one and one-half (1.5X) of regular rate of pay). Under no circumstances will an officer's compensation exceed two and one-half times (2.5x) the officer's regular pay rate or will the employee be allowed to accumulate a holiday bank in excess of 72 hours.

22. Vacation

All full-time employees shall earn vacation leave as follows:

Years of Service	Hours Per Month	Hours Per Year
0 through 5	10 Hours	120 hours
Beginning 6 through 10	14 Hours	168 hours
Beginning 11 through 15	18 Hours	216 hours
Beginning 16+	22 Hours	264 hours

Employees will receive vacation leave accruals equally distributed among each payroll period.

22.1

Employees may carry unused vacation time forward to the next calendar year. Employees shall be allowed to accrue their vacation time up to a maximum "cap" of two times (2x) of the employee's current accrual rate (e.g., an employee accruing 18 hours per month (216 hours per year) is subject to a 432-hour accrual cap). Any hours accrued over the "cap" shall be forfeited by the employee. It shall be the sole responsibility of the employee to assure that their vacation accrual does not exceed the "cap" amount.

23. Discipline and Discharge

23.1 Discipline

Discipline shall be limited to oral reprimand, written reprimand, suspension (with or without pay), demotion, and discharge. Notice of disciplinary action (other than oral reprimand) shall be in writing with a copy to the employee and the employee's personnel file. No employee shall be disciplined or discharged without just cause.

23.2 Oral Reprimands

Oral Reprimands are not grievable but may be challenged to support a case against the employee in more serious discipline or a subsequent arbitration hearing. In responding to a documented oral reprimand, employees may write their own explanation of events and attach that explanation to the documented oral reprimand in their personnel file. Discipline records will be retained consistent with state law and regulations. Issues of egregious misconduct or moral turpitude may be appealed through the grievance procedure.

23.3 Written Reprimands

Written reprimands are subject to this Agreement's grievance procedure through Step 3 (City Manager) but are not subject to Step 4 (Arbitration). The City Manager's determination shall be final. The employee may elect to submit a rebuttal statement to attach to the written reprimand.

23.4 Internal Investigations Procedures

Before implementing changes in any internal investigation procedures, the changes will be submitted to the Guild for input. The ultimate determination of whether any changes will be made shall remain with the City.

24. Probationary Period

All new employees, including rehire, transfer and promotional employees shall be considered as probationary employees and must successfully complete a probationary period before attaining permanent employee status.

A. Newly Hired, Rehired Employees and Lateral Transfer Employees (Employees Hired From Other Agencies)

Each newly hired or rehired employee, or lateral transfer employee becomes a probationary employee upon the date of their employment and remains so until they have successfully completed their required probationary period. Probationary period shall be as follows:

- Rehired and lateral transfer employees - twelve (12) months from date of hire.
- Newly hired employees - twelve (12) months following graduation from the police academy

The probationary period required above represents a total cumulative service time, and they may be adjusted upward so as to properly allow for any authorized leaves of absence or other approved breaks in service in excess of thirty (30) days.

The probationary period may be extended for the conditions listed below. In case of extension, the employee shall be notified in writing of the reasons for the extension. Minor absences due to vacations, annual military leave, illnesses, etc., shall not be construed as interrupting the probationary period unless the absence or absences exceed more than thirty (30) days. The following circumstances shall be the exclusive reasons for an extension:

-
- a. Military service on an extended basis (more than thirty (30) days.)
 - b. Illnesses greater than thirty (30) days.
 - c. Service in another class greater than thirty (30) days.
 - d. Disability of more than thirty (30) days.
 - e. Layoff because of lack of work or funds of more than thirty (30) days.
 - f. Extended schooling in excess of thirty (30) days not including Basic Police Academy training.
 - g. Any combination of the above which exceeds thirty (30) days.
 - h. Any other extension mutually agreed in writing between the City and the Guild.

During the probationary period, the probationary employee may be discharged without cause and such discharge shall be at the sole discretion of the City and shall not be subject to grievance. Furthermore, the City shall not, in the case of discharge, place any adverse material in the employee's personnel file and the sole reason for termination recorded by the City shall be failure to pass probation. However, if material may lead to a claim loss against the City, the City shall notify the employee and the Guild of its intent to maintain such material and shall release said material in the event of a properly filed claim and/or lawsuit against the City.

There shall be no seniority among probationary employees. After the successful completion of the probationary period, the employee shall attain permanent employee status and receive all benefits normally afforded to regular permanent employees, including seniority. Employees shall acquire seniority credit, and their seniority shall be retroactive to the date of employment.

B. Promoted Employees and Intra-Department Transferred Employees.

Transferred and promoted Employees - One (1) year. The probationary period required above represents a total accumulative service time and may be adjusted upward so as to allow for any authorized leave of absence or other approved breaks in service as enumerated in Article 23. Should any such leave or break in service be greater than fifteen (15) days, the City may require the entire probationary period be restarted at the time the employee returns to work.

If the probationary employee fails to demonstrate he or she can satisfactorily perform the job within the probationary period, the City may at its discretion return the employee to his or her former position classification; without any loss in seniority. Any other employees who are transferred or promoted following and as a result of this employee's transfer or promotion shall also be returned to their former positions.

25. Guild Meetings

On Duty employees in attendance at a Guild meeting shall be paid for the time at the Guild meeting and further shall be subject to call back to duty.

26. Matters Covered and Compete Agreement


All matters not specifically covered in this Agreement shall be deemed to have been raised and disposed of as if specifically covered herein. It is agreed that this document contains the full and complete Agreement on all bargainable issues between the parties hereto and for all for whose benefit this Agreement is made, and no party shall be required during the term of this Agreement to negotiate or bargain upon any issue unless required by change of law.

27. Savings Clause

If any provision(s) of this Agreement and/or its Appendices is subsequently declared by legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable laws, statutes, or regulations of the United States of America, the State of Washington, and the City of Shelton, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement, and the parties shall meet within thirty (30) days to negotiate in good faith for a substitute provisions(s).

28. Duration

This Agreement shall be in effect January 1, 2025, and shall remain in full force and effect until December 31, 2027. Either party wishing to amend or modify such Agreement must notify the other party in writing no sooner than six (6) months, nor later than sixty (60) days prior to the expiration date of this Agreement. Within ten (10) days of receipt of such notification by either party, a conference shall be held between the City and the Guild negotiating committee for the purpose of such amendment and modification.



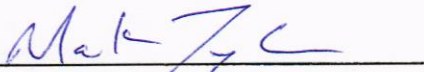
POLICE GUILD

Date 12/10/24



POLICE CHIEF

Date 12-10-24



CITY MANAGER

Date 12/10/24

Appendix A

Effective with the January 1, 2025, payroll, the officer's salaries shall be as follows:

Classification	
Detective – Sergeant	\$9,429.06
Sergeant	\$8,910.92
Corporal - Detective	\$8,728.51
Detective	\$8,392.80
Corporal - Officer	\$8,189.63
First Class Officer	\$7,874.66
Second Class Officer	\$7,564.78
Third Class Officer	\$7,305.28
Rookie	\$6,801.75

Appendix B

Effective with the January 1, 2026, payroll, the officer's salaries shall be as follows:

Classification	
Detective – Sergeant	\$9,711.93
Sergeant	\$9,178.25
Corporal - Detective	\$8,990.37
Detective	\$8,644.58
Corporal - Officer	\$8,435.32
First Class Officer	\$8,110.90
Second Class Officer	\$7,791.72
Third Class Officer	\$7,524.44
Rookie	\$7,005.81

Appendix C

Effective with the January 1, 2027, payroll, the officer's salaries shall be as follows:

Classification	
Detective – Sergeant	\$10,003.29
Sergeant	\$9,453.59
Corporal - Detective	\$9,260.08
Detective	\$8,903.92
Corporal - Officer	\$8,688.38
First Class Officer	\$8,354.23
Second Class Officer	\$8,025.47
Third Class Officer	\$7,750.17
Rookie	\$7,215.98

Appendix D

- 1.1 **Effective with the January 2025 payroll**, based on the employee and their dependents' medical insurance enrollment, the Employer shall contribute a flat dollar amount of up to one thousand nine hundred dollars (\$1,900) per month toward the cost of medical insurance.
- 1.2 Any remaining balance between the \$1,900 and the actual cost of medical insurance for an employee and the employee's enrolled dependents shall be paid by the employee.
- 1.3 The City agrees to pay the sum of two hundred and fifty dollars (\$250.00) per month into a Health Reimbursement Account (HRA) for the benefit of all Guild members.
- 1.4 Employees who choose a High Deductible plan may request that the City contribute 100% of the savings to the City between HealthFirst 250 and the High Deductible plan into a Health Savings Account (HSA).
- 1.5 In no case shall the monthly total contribution the City will pay for medical premiums and an HRA exceed \$1,950.

Health & Welfare Insurance Coverage

2025: Medical expenses of \$1,900 plus the HRA amount cannot exceed \$1,950

2026: Medical expenses of \$1,950 plus the HRA amount cannot exceed \$2,200

2027: Medical expenses of \$2,000 plus the HRA amount cannot exceed \$2,250