

Collective Bargaining Agreement

Between the CITY OF LONG BEACH, Washington

And

The Long Beach Police Officer's Association
Washington Fraternal Order of Police

JANUARY I, 2023 TO DECEMBER 31, 2025

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COLLECTIVE BARGAINING AGREEMENT

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1. INTRODUCTION

1.1 Preamble

1.1.1 This Agreement is made and entered into by and between the City of Long Beach (“Employer”) and Long Beach Police Officer’s Association/Washington Fraternal Order of Police (“Association”),

2. RECOGNITION

2.1 Authority

2.1.1 All collective bargaining, with respect to wages, hours, and other working conditions of employment, shall be conducted by authorized representatives of the Association and authorized representatives of the Employer.

2.2 Scope of the Bargaining Unit

2.2.1 The Employer recognizes the Association as the sole and exclusive collective bargaining representative for all full-time employees of the Long Beach Police Department, excluding the supervisory and confidential employees.

3. ASSOCIATION MEMBERSHIP

3.1 Notification of Employment

3.1.1 The City agrees to notify the Association, in writing, within seven (7) days from the date of first employment of any employee subject to this Agreement, of the name of such employee, the employee's social security number, the position for which employed and the date of employment.

3.2 Check off

3.2.1 The Employer agrees to deduct from the paycheck of each employee, who has so authorized, the regular monthly dues established by the Association. Employees who voluntarily sign dues check-off enrollment forms will be considered as voluntarily joining the Association. The amounts deducted shall be transmitted monthly to the Association on behalf of the employees involved. Authorization by the employee shall be on forms provided by the Association.

3.2.2. The Association and the employee agree to indemnify and hold harmless the Employee for any loss or damage arising from the operation of this provision. It is also agreed that neither any employee nor the Association shall have any claim against the Employer for any deductions made or not made unless a claim of error is made, in writing, to the Employer within forty-five (45) days after the date such deductions were or should have been made.

4. DEFINITIONS

4.1 Probationary Employee

4.1.1 An employee appointed from a certification that has not yet completed twelve (12) months of employment after successful completion of the police academy in accordance with the Long Beach Civil Service Rules. The probationary period for a lateral hire is 12 months from date of hire. The probationary period for any promotion from within the department is 12 months from date of promotion. Probationary employees may be disciplined or terminated at the sole discretion of the Employer and shall not have recourse to the grievance procedure.

4.2 Regular Employee

4.2.1 An employee appointed from a certification who has satisfactorily served the full probationary period and is regularly scheduled to work forty (40) or more hours within their designated work week. A full-time employee will be eligible to receive all benefits provided by this Agreement.

4.3 Provisional Employee

4.3.1 A temporary employee authorized by the Chief of Police for a defined period of time which shall also include authorized extensions. A provisional officer will be paid according to wages in Appendix A.

4.3.2 Provisional employees who are employed as regular full time probationary officers without a break in service shall apply the time worked as a provisional employee toward their seniority. For the purpose of this section, "break in service" shall mean 30 calendar days. The probationary period for full-time employees shall begin on the first date of regular full-time employment.

4.4 Ease of Reading.

4.4.1 For purpose of ease of reading the term Association Representative, includes the Association's Attorney, unless the context reflects otherwise.

4.5 The terms "employee" and "officer" are synonymous, unless the context reflects otherwise.

5. EMPLOYMENT POLICIES

5.1 Non-Discrimination

5.1.1 The Employer agrees not to discriminate against those employees who become members of the Association nor discriminate against those who exercise their statutory rights set forth in RCW 41.56.

5.1.2 The Employer and the Association agree that there will not be any discrimination against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, political affiliation, or mental or physical handicap.

5.1.3. Whenever the words denoting the masculine gender are used in this Agreement, they are intended to apply equally to either gender.

5.2 Civil Liability

5.2.1 The Employer hereby agrees to indemnify and hold harmless any employee and the employee's marital community covered by this Agreement for any civil liability incurred while said employee is acting within the scope of his employment and is not engaged in prohibited, malicious or criminal conduct. The Employer further agrees to provide for the defense of any civil action brought against the employee and the employee's marital community for occurrences while the employee is acting within the scope of his employment and is not engaged in prohibited, malicious or criminal conduct.

5.2.2 The Employer agrees that, to the extent appropriate, such indemnification will be provided by the purchase of insurance agreements appropriate for such protection. The provisions of this Article shall apply to all occurrences during the term of this Agreement, whether or not civil action is commenced during the term of this Agreement or thereafter.

5.3 Transportation

5.3.1 Employees who use their personal vehicles on business shall be paid the IRS standard mileage allowance. The Employer may approve the use of a City vehicle if one is available. City business includes meetings and training; including the Law Enforcement Academy, when attendance is directed by the Employer.

5.3.2. The city has provided each officer with an assigned patrol vehicle. In the event that an officer is called back to respond to an emergency, and it is not practical either because the assigned patrol vehicle is not available or returning to the officer's residence to obtain the patrol vehicle would be impractical; an officer shall be authorized to utilize their personal vehicle. It is understood that officers will be expected to obey all traffic laws and operate their vehicle's in a safe manner while responding. When an employee's vehicle is used to respond to an emergency call and the employee's vehicle is damaged either in route to or from the scene or at the scene; the Employer will pay up to one thousand (\$1000) dollars of the employee's automobile insurance deductible or cost of repairing the damage to the vehicle.

5.4 Military Leave

5.4.1 Employees, who are members of the National Guard or federal military units, may be absent from their duties, with pay, for a period of up to fifteen (15) days per calendar year when they are performing ordered military training duty and while going to and from that duty. 5.4.2 Future amendments to RCW 38.40.060 will be applied in administering these military leave provisions.

5.5 Work Stoppage

5.5.1 The Employer and the Association, signatory to this Agreement, agree that the public interest requires the efficient and uninterrupted performance of all city service, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Association and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, or other interference with City functions. Employees, covered by this Agreement; who engage in any of the foregoing actions, shall be subject to such disciplinary actions as may be determined by the Employer.

5.5.2 Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, boycott, slowdown, mass sick call; any form of work stoppage, refusal to perform duties, or other interruption of work. In addition, employees who engage or encourage such actions shall be subject to discipline or discharge, as may be determined by the Employer.

5.6 Vehicle and Personal Equipment

5.6.1 All patrol vehicles shall be equipped with safety related equipment and supplies as provided in administrative guidelines issued by the Chief of Police. Employees shall be responsible for proper care

and maintenance of such equipment and supplies. Employees are required to submit a written report within three (3) calendar days of any noted safety deficiencies.

5.7 Pensions

5.7.1 Employee's pensions shall be governed by the laws of the State of Washington in effect during the term of this Agreement, and such laws as may become effective during the term of this Agreement.

5.8 Rules and Regulations

5.8.1 The Association agrees that its members shall comply in full with Police Department policies, rules, and regulations and the city employee handbook; including those relating to conduct and work performance. The Employer agrees to provide the Association with a copy of new or revised policies, rules or regulations twenty-one (21) days prior to their implementation; during which time the Association may notify the Employer that it wishes to bargain concerning any matter in the new or revised policies, rules or regulations which will adversely effect the working conditions of the employees.

5.9 Personnel Files

5.9.1 An employee has the right to review his/her personnel file and may obtain a copy of documents in the file. An employee may request removal of irrelevant or erroneous information. If the Employer denies the employee's request to remove the information or if the employee disagrees with information in the file, the employee may file a written rebuttal statement to be placed in his/her file. Employees shall receive copies of all information concerning conduct or job performance at the time said information is placed in their personnel file.

5.9.2 Personnel files shall be kept confidential to the maximum extent permitted by law. Employees requesting copies of documents in their personnel files must do so in writing and may be required to sign an Employer indemnification letter. Employees, requesting that their personnel files or portions thereof be released to others than themselves, must provide written authorization specifying the material to be released and the name of the party who is to receive the information.

5.9.3 Personnel files and records will be retained as required by RCW 40.04.070.

5.9.4 As required by RCW 42.56.250(12) upon receiving a Public Records Act request for all or part of a personnel file, the affected employee, the Association, shall be notified of the request. The notice will provide the date of the request and the nature of the record relating to the employee. The information shall not be released for a minimum of ten (10) days from the time of said notification in order to allow sufficient time for review and seek an injunction.

5.9.5 Upon receiving a subpoena or court order to produce all or part of a personnel file, the affected employee, the Association shall be notified of the subpoena or order prior to the release of the file, unless the subpoena or order otherwise compels immediate production or otherwise prohibits disclosure to the employee and/or Association.

5.10 Training

5.10.1 All training shall be approved in advance by the Employer. The Employer acknowledges that effective performance of law enforcement duties may call for periodic refresher special training. Such training will be provided at City expense as determined to be necessary by the Chief of Police and as funds are available with a minimum of twenty- four hours (24) of training, or the minimum required by statutes and regulations, whichever is more.

Officers will be allowed to select a specific training course related to their job duties and within the State of Washington each calendar year to attend. The training course selected by the officer shall be no more than forty (40) hours in duration. The Chief of Police will have final authority to approve this training.

5.10.2 The Employer shall provide employees with per diem pay according to the Washington State OFM schedule for Per Diem Rates. The Employer will pay for approved lodging and up to three (3) meals per day (breakfast, lunch and dinner) when they are out of town to attend authorized training sessions. Hotel provided meals or snacks are not considered part of the reimbursement. Receipts will be required for lodging and other eligible expenses for reimbursement, excluding meals. Breakfast will be provided if out of town, or leaving Long Beach before 8:00 a.m. Lunch will be provided if leaving Long Beach before 12:00 p.m. and/or returning to Long Beach after 2:00 p.m. Dinner will be provided with departure from Long Beach before 4:00 p.m. and/or after return to Long Beach after 6:00 p.m. The Employer will pay for job related expenses such as parking fees but not incidentals such as snacks and aspirin as examples.

5.11 Leave of Absence

5.11.1 The Employer may grant leaves of absence, without pay, for absence from work covered by any other type of leave or if other leave balances are exhausted. Examples of situations for which leave without pay may be granted include time off work for personal reasons, such as prolonged illness, parenting, caring for an ill relative, pursuing an education, or fulfilling a military obligation in excess of fifteen (15) days per year. To fulfill a military obligation in which war is declared, the Employer shall grant leave of absence, without pay, but shall insure employee's job status in accordance with Federal and State laws.

5.11.2 Only employees who have satisfactorily completed their probation period are eligible for leave without pay. The following requirements apply:

1. Leave may be granted to an employee for a period of up to ninety (90) days upon the approval of the Employer, without loss of seniority. Further extensions are at the discretion of the Employer, without seniority accrual.
2. Accrued compensatory time, vacation leave, and holiday leave must be exhausted prior to taking any leave without pay.
3. No employee benefits such as vacation, holiday, sick leave, jury leave, and military leave, shall accrue or be payable during leave without pay.
4. During leaves of absence without pay, an employee may continue health insurance coverage by payment of the premiums; so long as permitted by the Employer's health insurance carrier.
5. An employee who fails to report promptly at the end of the unpaid leave is presumed to have resigned.
6. If the leave without pay is due to illness, the City may require a doctor's certificate stating that the employee is capable of returning to work and performing the work, duties, and responsibilities of the employee's position.

5.12 Meal & Rest Breaks

5.12.1 Employees shall be permitted, during the course of their shift, to take a 1 hour paid meal break, Employees, working beyond their regular shift three (3) or more hours, shall be allowed an additional thirty (30) minute paid meal period. Failure to take the meal break, for whatever reason, shall

not result in additional compensation. Employees are expected to be available to respond during lunch periods when contacted by dispatch.

5.13 Employees are, with approval of the Chief, authorized a leave of absence to attend and serve as delegates to FOP conventions or to attend FOP sponsored training, provided that such leave shall not exceed 96 working hours in any calendar year. The Employer may deny the leave . If the training is deemed as "credible training" that is needed/required by the Chief it will be authorized under section 5.10.1.

6. SALARY SCHEDULE

6.1 Salaries

6.1.1. Salaries shall be set as set forth in Appendix A.

6.1.2 Except for police duty related injuries or duty related leaves, anniversary dates for step increases will be adjusted to deduct all time absent from the job in excess of twenty (20) work days; except that vacation, holiday and compensatory time will not be so deducted.

Employees will commence receiving the next higher pay step in their classification on the first day of the pay period following completion of their anniversary date; provided they have made satisfactory progress in the performance of their duties during the preceding twelve (12) months.

6.1.3. Employees shall receive wage longevity increases in addition to the applicable pay scale. Sworn officers longevity shall be based on Washington DRS Service Credits in LEOFF 2. Longevity increases are as follows:

- After five (5) years of employment (60 months of service credits) - 1%
- After ten (10) years of employment (120 months of service credit) - 2%
- After fifteen (15) years of employment (180 months of service credit) -3%
- After twenty (20) years of employment (240 months of service credit) -4%

Laterally hired officers who have worked as a full-time, fully commissioned, law enforcement officer *outside* of Washington State may be granted longevity pay at a rate based on 50% of their experience as a full-time, fully commissioned law enforcement officer. The burden is on the laterally-hired officer to demonstrate their service credit from their prior experience outside the State of Washington. The granting of longevity does not affect seniority.

6.2 Pay Day

6.2.1. Employees shall receive their regular semi-monthly pay check on the fifth (5th) day of the month and the twentieth (20th) of each month. If a regular pay day falls on a Saturday or Sunday, pay checks will be distributed on Friday. If a pay day falls on a holiday, pay checks will be distributed on the last business day before the holiday.

6.2.2. Employees shall receive a monthly statement of accrued sick leave, compensatory time, and vacation hours. All accrual rates, use, and balances will be accurately reported on documentation provided with paychecks and pay stubs.

6.3 Education Incentive

6.3.1 An employee who possesses an Associate of Arts or Science degree from an accredited institution shall be compensated monthly by a sum equal to two and one-half percent (2.5%) of his/her base wage. For those employees who have achieved the equivalent credit hours to complete an Associate degree but are pursuing a Bachelor's or law enforcement related degree, the employee may provide the Chief of Police a certified transcript of their education credits. The Chief of police will review the transcript with the Grays Harbor Community College and/or Centralia College to determine if the employee would qualify for an Associate degree and may grant the increase as if the employee had obtained the Associate degree.

6.3.2 An employee who possesses a Bachelor of Arts or a Bachelor of Science degree shall be compensated monthly by a sum equal to five percent (5%) of his/her base wage.

6.3.3 Degrees or semester hours based on "life experiences" and from institutions not nationally accredited or accredited by the Department of Education of the State of Washington, shall not be eligible for incentive pay.

6.4 Shift Differential

6.4.1 Employees scheduled to work between 1900 and 0600 shall receive one dollar (\$1.00) per hour shift differential. It is understood that this shift differential shall not be used to determine the employee's overtime rate of pay.

6.5 Specialty Pay

6.5.1 Field Training Officer: A police officer certified by the Washington Criminal Justice Training Commission as a Field Training Officer who serves as an FTO when a new officer is actively assigned to the FTO for training will receive \$250 extra pay for each pay period acting as FTO with a new Officer. The FTO will be for a minimum of two pay periods or more as determined by the Chief.

6.5.2 New Duty Assignments. In the event the City approves new assignments such as detective, k-9, SWAT or other similar positions, the parties will meet and confer regarding appropriateness of specialty pay for the position.

7. COMPENSABLE HOURS

7.1 Hours of Work

7.1.1 The normal full-time work week shall consist of the following three categories

Category A - Forty (40) hours in a calendar week, Sunday through Saturday, shall consist of five (5) workdays of eight (8) hours each with two (2) non-rotating consecutive days off.

Category B - Forty (40) hours in a calendar week, Sunday through Saturday, consisting of four (4) days of ten (10) hours each in a calendar week with (3) non-rotating consecutive days off.

Category C- This schedule involves a twenty-four (24) pay cycle rotation period as provided by FLSA 207K. The workdays and hours obligations are intended to, on average, provide for the 2080 regular hours as follows: consisting of four (4) workdays of eleven (11) hours each with four (4) consecutive days off in succession throughout the cycle rotation. For employees working Category C, their working conditions are covered by the following provisions:

- 1) Four (4) days on, four (4) days off, in succession throughout the cycle.
- 2) Eleven (11) hour work shifts
- 3) Six and sixteen hundredths (6.16) hours of Operational Payback Time per month (on average) for a total of 74 hours annually.

Employees shall normally be scheduled for at least nine (9) hours off between shifts unless an employee is required to report to duty with less than nine (9) hours off due to an emergency. See Appendix C for additional Category C details.

7.1.2 Except due to extraordinary circumstances, adjustment of scheduled shift hours shall require at least three (3) calendar days advance written notice. The advance notice period may be waived by mutual agreement between the Employer and the employee affected.

7.1.3 Employee shift assignments will be made by the Chief who will consider in making such assignments: (a) the operational needs of the department; (b) seniority; (c) the skills, abilities and experience of each employee; (d) the length of time each employee has been on a particular shift, and (e) employee shift request.

7.2 Overtime

7.2.1 Work performed in excess of forty (40) hours (forty-four (44) hours if on 11 hour schedule), Sunday through Saturday or more than eight (8), ten (10) or eleven (11) continuous hours; shall be paid at time and one-half (1 1/2) the regular rate of pay. Hours compensated for vacation, holidays, and compensatory time shall be considered as hours worked in determining overtime eligibility; provided the overtime was scheduled after Employer approval of vacation, holiday or compensatory time. Work performed on the seventh (7th) consecutive day of work when working an 8 hour schedule with five (5) working days and two (2) consecutive days off, or the sixth (6th) consecutive day when working a ten (10) hour schedule with four (4) working days and three (3) consecutive days off shall be compensated for at the rate of time and one-half (1 1/2) the regular rate of pay.

7.2.2 An employee, with the Chief's approval, may accrue compensatory time at the rate of one-and-one-half (1 1/2) times the number of hours worked in lieu of overtime pay. A maximum of one hundred sixty (160) hours of compensatory time may be accrued. All compensatory time accrued over one hundred and twenty (120) hours as of November 30th of each contract year shall be converted to pay and included with the employee's first pay check of December. Use of compensatory time shall be scheduled with approval of the Chief. The Employer may, at its option, pay an employee in cash at the overtime rate for compensatory time not used within one hundred twenty (120) days of its accrual.

7.2.3. When the Employer agrees to assign officers to a special event such as a party, dance or recreational event; which is sponsored by a private group, organization or person or persons, and for which the Employer will charge a fee for police services, the Employer will assign to such event regular employees of the Police Department prior to assigning reserve officers.

7.2.4 Available overtime opportunities, where the City has at least eight (8) hours notification, will be offered to regular officers prior to provisional or reserve officers. Regular officers will be contacted from a list by seniority. Officers may be contacted in person or by telephone. If the City cannot contact the employee, the City will go on to the next employee on the list. Employees who would work a double-back shift or by accepting the overtime detail would exceed 16 hours, will not be offered the overtime opportunity. The City will make a reasonable effort to assign overtime by seniority

7.3 Court Time

7.3.1 An employee, subpoenaed or ordered to appear in court during off-duty hours as a part of his/her official duties, shall be paid a minimum of two (2) hours pay at the overtime rate.

7.3.2 Employees, required to appear in court while on an approved vacation, shall be paid a minimum of four (4) hours pay at the overtime rate. Employees shall not be debited a vacation day but may request that a partial vacation day be debited sufficient to provide them with a full day's pay at the straight-time rate.

7.3.3 Employees, required to appear in court as part of their official duties while on a scheduled day off, shall be paid a minimum of three (3) hours pay at the overtime rate. Employees required to testify by telephone in a Department of Licensing or other agency hearing while on a scheduled day off, shall be paid a minimum of two (2) hours pay at the overtime rate. A "scheduled day" means on the date a shift commences.

7.4 Call Back

7.4.1 Any employee, who is called into service at the discretion of the Chief/Supervisor, shall be guaranteed a minimum of two (2) hours of compensation at the employee's applicable rate of pay. The two (2) hour minimum shall not apply when such time is worked consecutive with the employee's regularly scheduled hours of work. The employee shall not be required to remain in active service for the full duration of the minimum set forth above. If an employee is called out repeatedly during a two (2) hour period, the subsequent call outs shall not require additional compensation.

7.5 On Call Time

7.5.1 On-Call: The Chief of Police or designee may order officers to be on-call. The officers so ordered to be on on-call shall be prepared to report for duty immediately when called to report. Officers on "on-call" duty shall receive fifty per cent (50%) of their straight-time hourly rate while on standby duty and if called out there will be a two (2) hour minimum compensation. When no officer is on duty and an officer on a scheduled day off is assigned as the first off-duty officer to respond to a call, the officer will be on on-call status and will receive on-call pay. A scheduled day off shall include the time immediately following the employee's work week when the employee is assigned to on-call duty.

8. EMPLOYEE BENEFITS

8.1 Holidays

8.1.1 The Employer shall recognize eleven (12) paid holidays as set forth below:

New Years Day	January 1st
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday of May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday of September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Day	December 25th
One (1) Floating Holiday	Employee's choice

8.1.2 The scheduling of floating holidays shall be approved by the Employer. Employees are not eligible for a floating holiday until completion of their probationary period.

8.1.3. Employees required to work on a holiday, shall be compensated at time and one-half (1½) for all hours worked on the designated holiday; in addition to eight (8) hours holiday pay which will be banked for use by the employee as provided for in section 8.1.5.

8.1.4 Employees, who are scheduled for a regular Monday through Friday (non-shift) work week, shall observe the legal holiday as follows:

a) Whenever a legal holiday falls upon a Saturday the preceding Friday shall be observed as the paid holiday.

b) Whenever a legal holiday falls upon a Sunday the following Monday shall be observed as the paid holiday.

8.1.5 Holiday hours for association members will be banked, and made available for use during the pay period or the next pay period after the holiday. Eight hours will be credited to the bank on the date of the holiday. Unused holiday hours will be cashed out at the end of the sequential pay period if not used. Use of the holiday hours may be denied in the event of staffing issues. Holiday hours

may be combined and taken on successive days and may be taken in coordination with the use of other leaves.

8.1.6 For the purpose of computation for hours worked on a holiday, the twenty-four (24) hour clock shall be utilized for determination of hourly compensation. Example:

Employee's shift commences on July 4th at 2300 hours, said employee would be credited with working one (1) hour on a holiday. Employee's shift commences on July 3rd at 2300 hours, said employee would be credited with working seven (7) hours on a holiday.

8.1.7 Newly hired employees attending the Basic Law Enforcement Academy will observe the holidays on the date the Academy recognizes the holiday.

8.2 Sick Leave

8.2.1 With each month of continuous employment with the Employer, sick leave with pay shall be accrued by each full-time employee at the rate of eight (8) hours a month.

There shall be a maximum accrual of one thousand (1000) hours. Sick leave may be used in two (2) hour increments. Accrued sick leave shall be debited in accordance with actual time of absence due to illness or a minimum of two (2) hours, whichever is greater.

8.2.2 Employees accrue and may use sick leave during their probationary periods.

8.2.3 Sick leave covers those situations in which an employee is absent from work due to:

- 1) Physical injury or illness to the employee.
- 2) The need to care for the employee's dependent children under the age of 18 years who are ill.
- 3) Medical or dental appointments for the employee or dependent child, provided that the employee must make a reasonable effort to schedule such appointments at times which have the least interference with the work day.
- 4) Exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others.
- 5) Use of a prescription drug which impairs job performance or safety.

6) Actual periods of temporary disability associated with pregnancy or childbirth, Employees may request additional time off beyond the actual period of disability; vacation leave, compensatory time, or leave without pay may be used.

7) In the event of illness within the immediate family necessitating the employee's absence from work, immediate family shall be defined as husband, wife, registered domestic partners, children, step-children, mother, father, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, brother or sister of the employee and a life partner.

8.2.4 A doctor's certificate may be required when an employee is absent for a period in excess of three (3) days. The Employer may also request the opinion of a second doctor, at the Employer's expense, to determine whether the employee suffers from a chronic physical or mental condition which impairs his/her ability to perform the job. Employees, who are habitually absent due to illness or disability, may be terminated if their disability cannot be reasonably accommodated and/or when the employee's absenteeism prevents the orderly and efficient provision of services to the citizens of the Employers.

8.2.5 Employees who use all their accumulated sick leave and require more time off due to illness or injury may, with the Employer's prior approval, take leave without pay in accordance with Section 5.11 (Leave of Absence).

8.2.6 A regular, full time employee can take up to twelve (12) workweeks of unpaid leave because of the birth or adoption of a child (whether that employee is the mother or father), or if his or her spouse, child, or parents suffers a serious illness. In addition, an employee is entitled to leave if his or her own serious health condition prevents the employee from working. On returning from leave, the employee must be allowed to return to his or her old job or to a job with comparable pay and benefits. Employees, who need to leave to care for a sick family member, or because of their own illness, may take leave intermittently if medically necessary. If an employee requests intermittent leave due to a planned medical treatment, the employer can require the employee to transfer temporarily to an alternate job with equivalent pay and benefits if it would better accommodate recurring periods of leave than the employee's regular job.

Employees seeking leave due to birth or adoption may take intermittent leave only if the employer agrees.

The above provision shall be applied as defined by the Family Medical Leave Act.

The City shall participate in the Washington Paid Family and Medical Leave program (PFML) when the program becomes effective. The City agrees to pick up the employee's portion of the payroll tax under the PFML.

8.2.7 Sick Leave cash out. Any employee serving at least 10 years with the City and eligible to draw a DRS Retirement will be paid twenty-five per cent (25%) of an employee's sick leave balance at the employee's regular rate of pay and a maximum of 120 hours.

8.3 Vacation

8.3.1 Non-sworn employees will earn vacation accrual based on the service with the City. In addition, non-sworn employees may be granted a higher vacation accrual based on similar service with another employer in the DRS system. Sworn officers' vacation accrual shall be based on Washington DRS Service Credits in LEOFF 2.

Vacation leave is accrued but may not be taken until an employee has completed six (6) consecutive months of employment. In addition, no employee may take vacation while attending the Basic Law Enforcement Academy, exceptions to this prohibition will only be granted with good cause and express permission from the Chief of Police and even then, with an overriding focus on academy attendance.

Actual accrual shall be made on a monthly basis at a rate as follows:

Service Credits in Months	Monthly Accrual Rate	Annual Accrual Rate
1-12	7.67	92
13-36	8.33	100
37-60	9.00	108
61-120	11.00	132
121-144	11.67	140
145-180	13.00	156
181-240	14.33	172
241-300	16.33	196
301+	17.67	212

8.3.2. The maximum number of vacation hours which may be carried over from December 31st of one year to January 1st of the next year is two hundred (200) hours. In cases where operations have made it impractical for an employee to use vacation time; the Employer may authorize additional vacation carry over. Employees will not be allowed to carry over additional vacation two years in a row. Employees will be paid for unused vacation time upon termination of employment.

8.3.3 Vacation calendars shall be utilized for those employees wishing to utilize seniority for vacation bidding purposes. A vacation calendar shall be developed for each unrelated duty section (e.g. Clerical & Patrol). Vacation times selected by seniority may be bid in minimum blocks of forty (40) hours of forty-four (44) hours when assigned to a 24 day pay cycle. Blocks of less than forty (40) hours may be bid by seniority. Regularly scheduled days off are considered to be time off in conjunction with any approved vacation days. Employees not wishing to bid on vacation by seniority shall initial and pass the calendar to the next senior employee. Once the calendar has been passed to an employee, said employee shall not be allowed to unduly delay the selection process by delaying his decision on his desired selection.

8.3.4 Vacations will be scheduled at times when they constitute minimum conflicts with work schedules. All vacation requests shall be approved or denied by the Police Chief or his designee within seven (7) calendar days of the date of the request.

8.3.5 With permission of the Police Chief, employees may cash out accrued vacation hours at the employee's current hourly rate of pay, provided the following conditions have been met:

- a) An employee must have taken or have scheduled to take a minimum of eighty (80) hours of accrued vacation prior to the below listed cash out dates;
- b) Written cash out requests must be submitted to the Police Chief prior to April 10th and October 10th of each calendar year. Cash outs requested and approved shall be made available at the next regular payroll period excluding lag/draw payments.

8.3.6 Vacation leave balances will be cashed out upon separation of employment.

8.4 Bereavement Leave/Jury Duty

8.4.1 Bereavement Leave. Employees shall be granted bereavement leave with pay for up to five (5) days upon the death of a spouse, parent or child.

Employees shall be granted bereavement leave with pay for up to three (3) days upon the death of a sister, brother, grandchild, grandparent, step-parent, step-child mother-in-law, father-in-law, brother-in-law, sister-in-law, or other dependent living in the employee's household. Employees will be allowed an additional two (2) days if required to travel more than five hundred (500) miles round trip to attend a funeral for the above-mentioned family members.

8.4.2. Jury Duty. Employees shall be allowed time off without loss of pay for serving on jury duty. Any compensation received from the Court shall promptly be refunded to the City, and employees are required to seek such compensation. In the event an employee is called for jury duty and is excused prior to the end of the employee's work day, the employee shall report to work immediately. If the employee is summoned during a critical work period, or if the jury is expected to be of long duration so that essential public services would be affected, the Employer may ask the employee to request a waiver from jury duty.

8.5 Uniform and Equipment Allowance

8.5.1 Police Officer shall receive a uniform and equipment allowance of one thousand dollars (\$1,000) per calendar year. The allowance shall be provided to eligible employees in equal semi-annual increments. Said employee shall be responsible for purchasing, maintaining and replacing uniforms and non-issued equipment. Employees may carry over two hundred dollars (\$200) of the allowance to the next calendar year. The City will pay for shipping and handling for one order per officer per year.

8.5.2. Employees shall be allowed to purchase uniforms; including shoes or boots and equipment, which are commonly associated with their respective responsibilities. The allowance may also be utilized for the cleaning and maintenance of uniforms and equipment. All equipment and uniform purchases must be preapproved by the Chief. Preapproval shall not be unreasonably denied and shall be timely.

8.5.3 Employees, on lay-off status during the month of January of each year, shall be paid a pro-rated share of their respective uniform allowance upon being recalled to active employment based on one (1) month equal 1/12th.

8.5.4 The Employer agrees to replace or repair uniforms or equipment (inclusive of personal equipment) which are damaged, destroyed, or lost in the line of duty when the actions which cause the loss are beyond the employee's control. Items being replaced must be turned into the Police Chief's office upon receipt of the replacement item(s). Costs, associated with the aforementioned, shall not be debited from the employee's uniform and equipment allowance. The Employer's cost in repairing or replacing personal equipment will be limited in two (2) respects: (1) Possession and use of the personal equipment in performance of the assigned duties was normal, expected and reasonable, and (2) the personal equipment was of a value which a reasonable and prudent person could be expected to have in his/her possession and to use in encountering the types of situations and activities a police officer can be expected to encounter.

8.5.5 The Employer shall provide each uniformed employee the equipment set forth in Appendix B.

8.5.6 All service equipment issued to employees is and shall remain the sole property of the Long Beach Police Department. All issued service equipment shall be promptly returned, in good condition, upon separation of employment.

8.5.7 Clerical staff shall be excluded from remuneration, as set forth in this provision, unless the Employer requires these employees to wear a specific uniform.

8.5.8 All commissioned employees shall be issued and shall be required to wear a protective vest while on duty, The protective vest shall meet or exceed the minimum requirements set forth in the National Institute of Justice Standards in effect on the date of ratification of this Agreement. Protective vests shall be reconditioned and/or replaced based upon the manufacturer's recommendations.

8.5.9 Duty Ammunition - The Employer shall supply and replace duty ammunition as required. Each officer shall be issued one hundred (100) rounds of handgun ammunition and sixty (60) rounds of rifle ammunition each quarter for practice..

8.6 College Incentive

8.6.1 The Employer will refund the cost of tuition for job related courses taken by an employee leading to a degree in Police Science. The degree program and each course must be approved by the Employer and the employee must receive a grade of "C" or better to be eligible for the tuition refund.

8.6.2 It shall be understood that if the Employer pays the tuition for an employee who is taking the courses enumerated above, that the employee has an obligation to remain as an employee for a minimum of two (2) years from the date of the employee's last completed class. If the employee voluntarily leaves the City's employment prior to completion of the aforementioned time limit, the employee shall refund to the Employer all tuition fees paid on his behalf.

8.7 Medical Dental and Vision Benefits

Employees shall be covered under Health, Dental, and Vision Insurance AWC Program which includes: Health AWC HealthFirst 250 (Regence/Asuris); Washington Dental Service Plan F; and Vision Service Plan Full Family - \$25.00 Deductible). The employee costs are as follows with costs per employee determined by number of dependents: See costs below.

Each employee will pay an "employee share" based on the following equation. The employee share is determined by dividing the total cost of the policy by the employee costs for employee only policy, Example: Employee total costs (Health, Dental & Vision) is \$766.61; the employee and spouse total cost

is \$1,533.22; now divided the Employee & Spouse (\$1,533.22) by Employee only (\$766.61) which equals 2.00. Now you multiply the base employee contribution of \$25.00 by 2.00 which equals \$50.00, which is the employee contribution for an employee and spouse policy. The same equation is used for Employee, Spouse and 1 dependent and Employee, Spouse and 2 dependents.

Cost breakouts:

2020 AWC Rates:

Health Dental Vision Total

	Health	Dental	Vision	Total
Emp	\$ 743.23		\$ 10.96	\$ 806.97
Emp + sp	\$ 1,492.69	\$100.21		\$ 1,614.82
Emp, sp +1 c	\$ 1,861.90	\$158.28	\$ 32.88	\$ 2,053.06
Emp, sp +2 c	\$ 2,167.13	\$158.28	\$ 32.88	\$ 2,358.29
For PD Contract Month				
	\$ 806.97	806.97	\$ 35.00	
Emp	\$ 806.97	1.00	\$ 35.00	
Emp + sp	\$ 1,614.82	2.00	\$ 70.04	
Emp, sp +1 c	\$ 2,053.06	2.54	\$ 89.05	
Emp, sp +2 c	\$ 2,358.29	2.92	\$ 102.28	

The 2016 Employee base contribution is \$35.00, in each succeeding year of the contract this number will be adjusted as follows: For every five percent (5%) increase in the overall costs of health insurance policy the employee base will increase by five dollars (\$5.00), Example: if the overall costs increase by 7.5% in 2015, the employee base will go from \$35 in 2016 to \$45 in 2017.

The bargaining unit members will participate in the City’s Wellness Program with successful annual participation resulting in a two percent (2%) discount in Health Insurance premiums.

The City shall contribute fifty dollars (\$50) per month for each employee to a individual HRA account each employee to use to offset out of pocket medical expenses as allowable under the law.

2023 Rates - Employee Portion for Police Association

Policy	Health	Dental	Vision	TOTAL	City Pays	Emp Pays	Multiplier
Emp	\$ 872.06	55.88	10.96	\$ 938.90	\$ 903.90	\$35.00	1.00
Em + sp	\$ 1,751.40	105.7	21.92	\$ 1,879.00	\$ 1,808.96	\$70.04	2.00
Em + 1 ch	\$ 1,305.22	105.7	21.92	\$ 1,432.82	\$ 1,379.41	\$53.41	1.53
E + 2	\$ 1,663.36	165.4	32.88	\$ 1,861.66	\$ 1,792.26	\$69.40	1.98
Emp, sp + 1 c	\$ 2,184.58	165.4	32.88	\$ 2,382.88	\$ 2,294.05	\$88.83	2.54
Emp, sp + 2 c	\$ 2,542.72	165.4	32.88	\$ 2,741.02	\$ 2,638.84	\$102.18	2.92

8.8 Working Out of Classification

8.8.1 If an employee is required to carry out the duties of a position or rank above that which he/she normally holds, for an entire workday, he shall be compensated at the appropriate rate of the duties performed for the time worked in that position.

8.9 Life Insurance

8.9.1 The Employer shall provide a minimum of forty-five thousand dollars (\$45,000) Life Insurance for each of the employees.

8.10 Physical Fitness

8.10.1 The City agrees to establish a Physical Fitness Program for its police officers pursuant to the parties' recognition that the maintaining of physical fitness is important for the effective performance of police duties. Participation will be voluntary and on off-duty time. The City will pay all costs of the program which will be conducted at the Long Beach Fire Hall.

8.11 Cell Phones

8.11.1 The Employer agrees to furnish each officer with a department issued cell phone. Such phone shall be for business use only.

8.12 Legal Defense

8.12.1 The employer will pay 50% of the cost for the Fraternal Order of Police Legal Defense Plan for each of the employees, currently at \$27 per month per employee. Should the cost of the plan increase during the duration of this agreement, the maximum the employer will pay is \$15 per month.

8.13 Legal Liability Protection

8.13.1 Where the employee has acted in good faith and within the scope of employment, and has not willfully or intentionally committed acts and omissions which are wrongful, the Employer shall provide legal representation for the employee and the employee's marital community in any action filed against an individual employee for job related civil actions. If the above sentence applies, the employee and employee's marital community shall be held harmless for any expenses connected with the defense, settlement, or monetary judgment arising from action(s) filed.

8.14 Line of Duty Death.

8.14.1 In the event an employee is killed while in the line of duty, notwithstanding any other provision of this agreement, the City will pay to the estate of the employee all of the employees' balances for sick, compensatory, and vacation leaves.

8.15 Long Term Disability.

8.15.1 The Employer will, on request of the employee, withhold funds from the employees pay and forward the same to the Western States Police Trust for the purchase of long term disability insurance by the employee.

8.16 Other Benefits:

The employees will have access to deferred compensation and/or voluntary employee benefit accounts programs if provided to other city employees, but without a contribution from the city.

9. SENIORITY

9.1 Seniority

9.1.1 Employees shall attain seniority after completion of their respective probationary period, Seniority shall be equal to the length of continuous service within the bargaining unit; beginning with the employee's last date of hire. Seniority shall be broken by termination from employment for any reason; provided, however, that an employee recalled from layoff shall have his/her previous seniority credit restored if the recall occurs within one-and-one-half (1 1/2) years of the layoff.

9.2 Layoff and Recall

9.2.1 The seniority, layoff and recall provisions of this Agreement shall supplant and supplement Civil Service Rules. When a reduction in force occurs, the Employer shall determine the classifications affected and layoff shall be by classification. Provisional, temporary and probationary employees shall be laid off before regular employees. In selecting employees to be laid off, the Employer shall consider qualifications, ability, seniority, and the department's needs for special training, skills and experience. If a layoff is made outside of the seniority order, the adversely affected employee may grieve a layoff if the employee feels the City was unreasonable in its determination of layoff order. An employee selected for layoff may bump the least senior employee in a lower related classification if he/she previously performed the duties of the position satisfactorily as a regular employee. Laid off employees shall have no right of accrual or acceleration of benefits during the duration of the layoff. Layoff registers shall be maintained by classification. When a vacancy occurs in a classification, the most senior employee shall be recalled to fill the vacancy, provided the employee previously performed the duties of the position satisfactorily as a regular employee and is fully qualified to perform the position. Employees shall remain on the layoff register for one-and-one-half (1 1/2) years. They shall lose their right of recall if, as a result of their failure to provide the Employer with correct information on how to communicate with them, the Employer is unable to contact them within seven (7) calendar days. Recalled employees shall re-enter the wage and benefit level at the same level the employee was at when the layoff occurred.

9.2.2 When employees have the same seniority date, ties shall be broken by the level of placement on the Civil Service Hiring list; with the higher list position resulting in the highest seniority placing. In the absence of a Civil Service placement, the seniority listing shall be in alphabetical order. However, when a tie exists between an employee hired as a lateral entry and an employee not hired as a lateral entry; the employee hired as a lateral entry shall have a higher seniority listing, regardless of placement on an eligibility list.

9.2.3 The City will maintain a Seniority List reflecting all police employees name, position, date of hire and Long Beach PD Seniority date. The list will be updated by the Association and the City at least annually and upon the hiring, promotion, and separation of an employee.

10. INVESTIGATIONS, DISCIPLINE AND DISCIPLINARY PROCEDURES

10.1 Investigation Standards and Protocols

10.1.1 In order to maintain public credibility and accountability, circumstances often require an immediate investigation by superior officers designated by the Chief of Police. The following guidelines are intended to ensure that these investigations are conducted in a manner which is conducive to good order and discipline of the Police Department. Any employee who will be interviewed at a disciplinary interview concerning an act which, if proven, could reasonably result in disciplinary action involving loss of pay or dismissal, will be afforded the following safeguards:

- (a) When the Chief or designee has basis to investigate a question of employee conduct or performance, such investigation will be commenced within 30 days of the Chief's knowledge of the basis for investigation. Whenever the Chief or designee decides to conduct a formal internal investigation, any employee who is the subject of the complaint shall be informed in writing of the nature of the investigation. Written notice shall include sufficient information necessary to reasonably apprise the employee of the allegations of the complaint and that this Article applies. Investigations shall be completed within 120 days of authorization, but may be extended for good cause and with written notice to the employee and the Association.
- (b) Any interview of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise. Where practicable, interviews shall be scheduled for the day-time.
- (c) An employee may review any body worn camera or dash camera recordings of the incident in question and to review any reports written by the employee related to the incident prior to any interview.
- (d) Interviews shall take place at the Police Department, except where impractical or at the request of the employee, an interview may be conducted elsewhere. An employee who reasonably anticipates that the employee may be disciplined under the circumstances shall be afforded the opportunity for a representative of the Association to be present at the interview. This representative of the Association may be present during the interview but shall not participate in the interview except to the extent permitted by law. If in the course of any interview it appears as if a more serious disciplinary problem has developed, the employee will be allowed time to obtain a representative to be present at the interview.
- (e) The questioning shall not be overly long. The employee shall be entitled reasonable intermissions as the employee shall request for personal necessities, meals, telephone calls, and rest periods.
- (f) At a party's request, an interview shall be recorded. One copy shall be provided to the Association representative or employee. Within three days of the

completion of the investigation and at least three days prior to pre-disciplinary hearing, the employee shall be advised of the results of the investigation and the recommended disposition, and shall be furnished a complete copy of the investigation report. A request for additional time to review materials will not be unreasonably denied where there are extensive materials or where the proposed discipline is either suspension or termination.

- (g) The City may not require any employee covered by this agreement to take or be subjected to any polygraph or any polygraph type of examination as the condition of continued or continuous employment, or as part of any disciplinary investigation. This section does not prohibit the consideration of a polygraph examination proffered by the employee, but the City may not request the polygraph examination.
- (h) Use of Deadly Force Situations. When an employee, whether on or off duty, uses deadly force which results in the injury or death of a person, or discharges a firearm in which no injury occurs, the employee shall not be required to make a written or recorded statement for 48 hours after the incident except that immediately following the incident the employee may be Ordered to verbally report to a superior officer a brief summary of the incident and any information necessary to secure evidence, identify witnesses, or apprehend suspects. Such an Order shall be under the protections of Garrity v. New Jersey, 385 US 493 (1967). The affected employee may waive the requirement to wait 48 hours. In an emergent situation, the superior officer includes the officer in charge of the scene, regardless of rank, and whether from the same agency or a different agency.
- (i) Psychological Evaluations. When there is reasonable basis to believe that an employee is psychologically unfit to perform their duties, the employer may require the employee to undergo a psychological examination at the employer's expense. Consultations with the City's Employee Assistance Program are not considered psychological examinations.
- (j) This section shall not prevent informal inquiry following an event which will be formally investigated in order to ascertain what occurred to the best of the involved officer's ability to recall, provided, however, that the City shall only rely upon the involved officer's formal interview statements for all administrative purposes.

10.2 Disciplinary Standards

10.2.1 Just Cause. The City may discipline an employee for just cause. Discipline shall be carried out in a manner which is least likely to embarrass the employee before other employees or the public. Notwithstanding any other provision, the City may suspend without pay, demote, reduce pay in lieu of suspension, or discharge, following appropriate due process

procedures, an employee for a serious event which constitutes just cause for discipline.

10.3 Forms of Discipline

10.3.1 Disciplinary action or measures shall include the following:

- Verbal reprimands;
- Written reprimands;
- Suspension without pay;
- Demotion (disciplinary);
- Discharge.

10.4 Discipline Considerations

10.4.1 The parties agree that progressive and escalating levels of corrective action, forewarning, and discipline are preferable to allow an employee proper notice of performance expectations, the opportunity to improve performance, and to allow the Sheriff to document prior disciplinary matters. Due to the professional nature of bargaining unit classifications and the knowledge, skill, responsibilities, and abilities associated with the classifications, there is no requirement that corrective or disciplinary action begin at a predetermined level. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offense, whether the employee reported the conduct and prior record of corrective action and/or discipline; the order in which these criteria appear is not indicative of their priority. All previous disciplinary actions in an employee's file may be evaluated and considered in a disciplinary action (1) if related to an occurrence within the prior 18 months, or (2) if related to a similar conduct, performance, or attendance deficiency.

10.4.2 Written warnings shall remain in an employee's personnel file and may be considered as part of future discipline, for a period of 18 months after issuance, except if another written warning is issued within the first 18 months whether the incident is similar or not, then both written warnings shall remain in the personnel and considered for discipline purposes for 18 months from the date of the last written warning. Any written warning followed by one or more incidents, whether similar or not, which have led to more severe discipline, such as suspension without pay, may always be considered along with the more serious discipline. Suspensions without pay and discharges may always be considered in future disciplinary actions.

10.5 When the Investigation Results in Disciplinary Charges Being Recommended

10.5.1 The employee and the Association will be furnished with a copy of the summary report of the investigation.

10.5.2 If the supervisor's decision is to recommend discipline the following procedures will be followed:

- (a) The employee and the Association shall be provided with written notice of the charges for the disciplinary action, the facts upon which the charges are based, and the range of discipline under consideration. The notice shall state that the employee has the right to a hearing for the purpose stated in this Article of this Agreement.
- (b) A meeting with the Chief shall be scheduled within 10 business days after receipt of the notice by the employee and the Association. The employee may waive such meeting. In complex matters or matters involving suspension or termination, the employee or Association may request additional time to respond, which shall not be unreasonably denied.
- (c) The employee and the Association shall have the right to have an Association representative at the meeting.
- (d) At the meeting, the employee and the Association may present written or oral arguments, the employee's account of the events, otherwise refute the charges, and explain factors in mitigation.
- (e) The Chief or the Chief's designee shall provide the employee and the Association written documentation of the decision within 15 business days.

10.6 Promotional Probation.

10.6.1 The decision to deny affirmation of promotional probation is not disciplinary. An employee serving time on a probation after a promotion is entitled to all rights and just cause discipline for any investigative or disciplinary action beyond the non-affirmation of the promotion.

10.7 Probationary Employees.

10.7.1 The provisions of this Article shall not apply to newly hired employees serving an initial probationary period. Probationary employees shall work under the provisions of this Agreement, although they may be separated without just cause, without further recourse. Probationary employees shall not have any recourse through the grievance procedure for the purposes of resolving disputes pertaining to discipline inclusive of written warnings, suspensions, and/or separation. A probationary employee will have the right to speak with the Employer and present information to the employer regarding any incident prior to the implementation of any discipline or separation, but shall have no right to utilize the grievance process.

10.8 Body Worn Cameras ((BWC) and Other Recordings

10.8.1 Employees are required to write and make accurate reports of incidents. To help ensure the accuracy of such reports, employees may review BWC recordings prior to completing their police

reports or providing a statement pursuant to an internal affairs or criminal investigation, in addition:

- (a) All employees in any administrative investigation will be allowed to view all footage of the incident prior to any interview or answering questions related to any administrative investigation.
- (b) Involved and witness employees in a deadly force investigation will be provided with and allowed to review relevant body worn camera footage prior to any interview or answering any questions. The body worn camera footage viewed by the involved and witness employees should show actions, items or other relevant factors the employee could have seen from their vantage point and that could have been used in making a determination to use deadly force against an individual or individuals.

10.8.2. Employees will not be disciplined for failing to activate their BWC for the first 30 days after deployment of the cameras, or for the first 30 days after being on leave or other assignment for more than six (6) months, not normally responsible for wearing a BWC.

10.8.3. After a critical incident, such as an incident involving the use or threatened use of deadly force, an employee may stop recording to speak with an Association representative or an attorney.

10.8.4. The use of BWC and other video recording devices, such as dash mounted cameras, may be reviewed by the City at any time for the purposes of evaluating a probationary employee. The City will not review BWC or other recordings as a routine matter or for routine surveillance or to randomly search for possible violations of policy.

11. GRIEVANCE PROCEDURE

11.1 Grievance Definition

11.1.1 A grievance shall be defined as an issue rose relating to the alleged violation of an express term or provision of this Agreement or alleged improper disciplinary action against an employee.

11.1.2 Employees grieving disciplinary action may utilize the established Civil Service procedures or the contractual grievance procedure. Once the procedure is initiated, access to the other shall be deemed to have been waived.

11.1.3 A grievance may be initiated with Employer within thirty (30) calendar days of the Association's or grievant's knowledge of the alleged violation, but in no event may a grievance be initiated after ninety (90) calendar days of the alleged violation or disciplinary action taken,

11.2 Procedure

11.2.1 Step One: Oral Discussion - Employees may notify their supervisor of the grievance and then, if they so desire, shall discuss the grievance with the Association Representative or the Association's attorney. If the Association Representative or Associations attorney considers the grievance to be valid, then the employee and/or the Association Representative or Association will contact the Chief of Police to effect a settlement of the complaint.

11.2.2 Step Two: Written Submission - If the grievance is not resolved to the Association's satisfaction at Step One, the Association shall, within ten (10) business days, submit the grievance in writing to the Chief of Police. Within ten (10) business days after the Chiefs receipt of the grievance, the Chief, the grievant and the Association shall meet to discuss the grievance and, within five (5) business days after the meeting, the Chief shall give the Association and grievant a written answer to the grievance.

11.2.3 Step Three: Appeal - If the grievance is not resolved to the Association's satisfaction at Step Two, the Association shall, within ten (10) business days, submit the grievance in writing to the Mayor or his/her designee. Within ten (10) business days after the Mayor's or designee's receipt of the grievance, the parties shall hold a grievance meeting fo discuss the grievance. The Mayor or designee shall give the Association a written answer to the grievance within ten (10) business days after the grievance meeting.

11.2.4 Step Four: Arbitration - The Association may appeal an adverse decision of the Mayor or designee to a neutral arbitrator. The Association shall give written notice to the Employer of its intent to submit a grievance to arbitration within twenty business days of the Mayor's decision.

Disciplinary Arbitrations: The selection of an arbitrator shall be conducted according to RCW 41.58.070. The moving party will contact PERC within 10 business days to request an arbitrator be assigned to the matter.

Contract Arbitrations:

The Association shall, within ten (10) business days of the Association's request to arbitrate, request a list of seven (7) independent arbitrators from the Public Employment Relations Commission. The right to first strike from the list shall be determined by a flip of a coin.

11.2.5 In accordance with any arbitration proceeding held pursuant to this Agreement, it shall be understood by the parties involved that:

- (a) In any arbitration proceeding held pursuant to this Agreement, the Arbitrator shall have no authority to render any decision that will add to, subtract from or alter, change or modify the terms of this Agreement. The power of the arbitrator shall be limited to interpretation or application of the express terms of this Agreement, and all other matters, including negotiations, shall be excluded from arbitration.
- (b) The parties may agree to use video conferencing and/or written submissions to the arbitrator in lieu of in person hearings.
- (c) The decision of the arbitrator shall be made, in writing, after the conclusion of testimony and shall be final and binding on both parties.
- (d) The cost of the arbitrator shall be borne equally by the Employer and the Association, and each party shall bear the cost of presenting its own case. Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof provided, however, if the other party requests a copy; such cost shall be shared equally.

11.2.6 Time limits provide for herein may be waived by written agreement of the parties. If the Employer fails to answer a grievance, within the time limit, the Association may immediately advance the grievance to the next step.

Business days refers to Monday - Friday. When the deadline for filing a grievance or response falls on a holiday, the date will be extended to the next business day that is not a holiday.

11.2.7 Grievances and responses may be submitted by electronic mail.

12. ASSOCIATION REPRESENTATIVES

12.1 Association Activity

12.1.1 One employee representative of the bargaining unit shall be granted reasonable time off, with pay, while meeting with management representatives for the purpose of contract negotiations; attending a grievance meeting, or conferring with a supervisor in an effort to resolve a matter before it is the subject of a written grievance.

12.1.2 Eligibility to receive pay, as provided for in Section 11.1.1, will require that: (a) the employee gives reasonable notice to his/her supervisor; (b) the supervisor approves the absence from duty, and (c) the Employer is able to adequately cover the employee's job duties during the time.

12.1.3 An Association representative and/or the Association Attorney shall be allowed to accompany any employee, upon the employee's request, to meetings with his/her superiors which may result in disciplinary action against the employee.

13. MANAGEMENT RIGHTS

13.1 Customary Functions

13.1.1 Except as limited by an express provision of this Agreement and subject to applicable laws, the Employer shall retain the right to exercise the customary functions of management (so long as those functions do not constitute a unilateral change in wages, hours and working conditions); including directing the activities of the Police Department; determining the levels of service and methods of operating; including the introduction of new equipment; the right to hire, layoff, transfer, promote, discipline, discharge and to determine work schedules; assign work and determine time and location of an employee's work shift.

13.1.2 The parties hereby recognize that delivery of services in the most efficient, effective and courteous manner is of paramount importance to the Employer, and as such, maximized performance is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the Employer's right to determine the methods, processes and means of providing services to increase, diminish or change equipment, including the introduction of any and all new, improved or automated methods or equipment and the assignment of employees to specific jobs within their respective job classifications within the bargaining unit.

13.1.3 The parties agree that a laterally hired officer may be appointed and assigned a pay rate and leave accrual rate based on their experience as a full time fully commissioned law enforcement officer. Such assignment does not affect seniority within the department.

14. LABOR RELATIONS

14.1 The parties intend to always work together in a cordial and cooperative manner. The parties agree that upon request of either the Employer or the Association, a Labor-Management meeting between the Employer and the Association may be called to discuss matters and facilitate good communications and relations.

15. SEVERABILITY

15.1 Savings Clause

15.1.1 If any provision of this Agreement should be held invalid by operation of law, or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect, The provision held invalid shall be modified as required by law or the tribunal of competent jurisdiction or shall be renegotiated for the purpose of adequate replacement.

16. DURATION OF AGREEMENT

16.1 This Agreement shall become effective on the date of January 1, 2023 and will continue in effect through December 31, 2025. Specific provisions of this Agreement may be opened for further negotiations upon written mutual agreement of the parties to the Agreement.

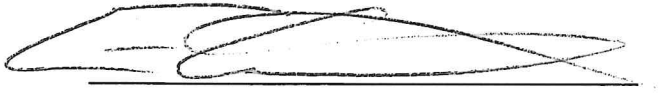
16.2. THIS AGREEMENT IS EXECUTED THIS 23rd DAY OF August 2023 , by the authorized agents and representative of the parties hereto,

FOR: THE CITY OF LONG BEACH:



Jerry Phillips
Mayor

For: The LONG BEACH POLICE OFFICER’S ASSOCIATION:



Eric Cowsert
President, Long Beach Police Association
President, Pacific-Long Beach FOP Lodge #13

Appendix A: Wages

Employees will be paid as follows:

Commencing January 1, 2023 wages increase by 5% over December 2022 wages.

January 2023 Step Scale – Police (Monthly)						
Effective January 1, 2023						
Step	1	2	3	4	5	6
Provisional Officer	\$5,032.73					
Officer	\$5,032.73	\$5,283.20	\$5,547.17	\$5,824.65	\$6,115.64	\$6,421.88
Admin As- sistant	\$4,070.14	\$4,169.59	\$4,486.36	\$4,595.63	\$4,944.32	\$5,731.34
Effective July 1, 2023 - Wages to increase by 2.5%						
Effective January 1, 2024 - Wages to increase by 5%						
Effective January 1, 2025 – Wages to increase by 4%:						

Appendix B. Equipment

The Employer will provide the following equipment to each uniformed employee.

Two (2) complete sets of uniforms; winter and summer, and one (1) pair of boots or shoes to each newly hired employee.

The Employer shall also provide, if needed, the service equipment listed below. An employee, who terminates employment for any reason, shall return to the Employer all uniforms or equipment issued by or paid for by the Employer.

- Handgun
- AR-15 Patrol Rifle
- Gun Belt
- Holster
- Magazine Pouch - Double
- Three (3) Ammunition Magazines
- Handcuffs
- Cuff Case
- Cap-stun & Holder - After Training
- Shirt & Coat Badges
- Applicable Baton & Holder - After Training
- Protective Vest
- Ballistic Helmet
- Gas Mask
- Cell Phone
- Flashlight

Probationary employees who have not graduated from the Basic Law Enforcement Academy will be provided the equipment as necessary and appropriate for the academy. A probationary employee will be provided equipment as appropriate during the employee's initial field training, and all equipment upon completion of field training.

Appendix C: Category C

Category C (4 Day On / 4 Day Off 11 Hours Shifts)

Operational Payback Time: Members covered by this agreement will be required to participate in seventy-four (74) hours of training and/or operational payback hours during each calendar year in excess of their regularly scheduled forty-four (44) hour work week provided, however, such time shall not exceed one hundred forty-six (146) hours in the twenty-four (24) day cycle.

In-service training or other activities directed by the Chief of Police or his designee may be considered "pay back" and part of the monthly base salary. These operational payback hours are not subject to the overtime rate and will not exceed eleven (11) hours per day unless they go over the one hundred forty-six (146) hours in the 24 day period. If that happens then only those hours over the 146 hours will be paid overtime and will be paid on the next scheduled payday. Operational Payback hours will not exceed 8 hours in any given shift. Any hours over those 8 OPB hours will be paid at the appropriate overtime rate of compensation.

If the eleven (11) hour day is exceeded, compensation will be made at the applicable overtime rate. Ten (10) days' notice of training / operations days will be required unless a mutually agreed upon change is made or the time worked will be at overtime rates. Generally, an eight (8) hour training day will be adhered to. Every effort will be made to use only one training/operations day per four (4) day off cycle.

If at the end of the calendar year (December 31st) or if an officer leaves the department and the officer finds that he/she still owes the city Operational Payback Hours the employee will have his/her vacation hours or comp bank hours debited those owed OPB hours. If the employee does not have any vacation or comp bank hours available, then the city will deduct the appropriate monetary amount from the last pay check of the year. The Chief of Police or his designee will make every effort to make sure that officers have used up their OPB hours before the end of the year.

