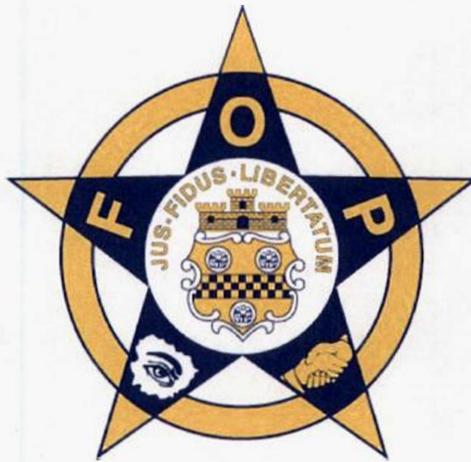


**COLLECTIVE BARGAINING
AGREEMENT**



BETWEEN

THE YELM POLICE SERGEANTS & OFFICERS GUILD

AND

THE CITY OF YELM

JANUARY 1, 2025 THROUGH DECEMBER 31, 2027

1. PREAMBLE

1.1 The provisions contained herein constitute an agreement between the City of Yelm and the Yelm Police Officer's Guild (Guild) governing wages, hours, and working conditions for sergeants and officers of the Yelm Police Department.

2. PURPOSE

2.1 The purpose of the Employer and the Guild in entering into this Agreement is to set forth their agreement with regard to wages, hours, and working conditions for the employees in the bargaining unit as to promote the efficiency of the law enforcement; public safety; the morale and security of employees covered by this Agreement; and harmonious relations, giving recognition to the rights and responsibilities of the Employer, the Guild, and the employees. No employee shall be deprived of any rights or freedoms afforded an ordinary citizen by the U.S. Constitution or the laws of this state.

3. RECOGNITION

3.1 The Employer recognizes the Guild as the exclusive bargaining representative on matters concerning wages, hours, and working conditions for employees in the bargaining unit.

3.2 For any employee who elects to pay Guild dues and/or initiation fees by deduction from his/her check, the Employer agrees to honor the Guild check off system in whatever amount designated, upon receiving notice from the Guild. The amount of the check off shall be set forth in writing to the Employer and signed by an official of the Guild. The Guild shall be responsible for obtaining all written dues and initiation fee deduction forms and submitting such forms to the Employer prior to any Employer obligation to begin dues and initiation fee deductions.

3.3 The Employer shall deduct dues and initiation fees pursuant to the employee's authorization form from the employee's earnings on the end of the month pay day; provided, however, that should any employee have earnings less than the amount authorized by the dues or initiation fee authorization form, the appropriate deduction shall be made from the employee's subsequent earnings.

3.4 Revocation: An employee's request to revoke authorization for payroll deductions must be in writing and submitted by the employee to the Guild in accordance with the terms and conditions of the authorization. After the Employer receives confirmation from the Guild that the employee has revoked authorization for deductions, the Employer shall end the deduction no later than the second payroll after receipt of the confirmation.

3.5 The Guild shall indemnify the Employer and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City or any Department of the City, including for attorney's fees and costs, for the purpose of complying with the provisions of this Article, except if the liability is the result of the City's own negligence.

3.6 The negotiating team shall be permitted to attend negotiating meetings with the City without loss of pay relative to securing contract renewal to the extent that such meetings are scheduled during the duty hours of the member so attending. In no case shall more than three (3) on-duty personnel attending negotiating sessions receive any compensation for such attendance. Such members are expected to respond as needed provided that any Guild negotiating team must assure that at least one member is out on patrol during the regularly scheduled shift.

3.7 Guild Orientation: The Employer will schedule a 30-minute meeting to provide the Guild access to new bargaining unit employees within ninety (90) days of the employee's hire date. This meeting is optional for employees. The meeting will occur during work hours at the regular worksite of the employee.

4. DEFINITIONS

4.1 As used herein, the following terms are defined as follows:

4.1.1 Employer means the City of Yelm, Washington.

4.1.2 Guild means the Yelm Police Officer's Guild.

4.1.3 Employee is one who is a regular full-time or a regular part-time commissioned officer in the bargaining unit covered by this Agreement.

4.1.4 Bargaining Unit as used herein shall include all regular full-time and regular part-time commissioned officers excluding the supervisors, confidential employees and non-commissioned employees in the Yelm Police Department as set forth in PERC case #13743-E-98-2300.

4.1.5 Monthly Salary means the monthly rate of pay identified in APPENDIX 1 of this Agreement.

4.1.6 Department is defined as the Yelm Police Department.

5. NON-DISCRIMINATION & COMPLIANCE

5.1 The Employer and the Guild will cooperate to assure that no employee or applicant for employment is discriminated against by reasons of membership or non-membership in the Guild. The Employer and the Guild also will cooperate to assure compliance with civil service regulations and state and federal non-discrimination laws.

6. EMPLOYER RIGHTS

6.1 It is understood and agreed that the Employer possesses the sole right and authority to operate the Department and direct the employees of the Employer except as modified by this Agreement, State and/or Federal law. These rights include, but are not limited to:

- a) The right to determine its mission, policies, and to set forth all standards of service offered to the Public;
- b) To plan, direct, control and determine the operations or services of the Department;
- c) To determine the methods, means, number of personnel needed to carry out the department's mission;
- d) To direct the working forces and determine the need for additional educational courses, training programs, on-the-job training and cross training;
- e) To hire and assign or to transfer employees within the Department;
- f) To promote, suspend, discipline or discharge employees for just cause;
- g) To lay off employees due to lack of work or funds or for other legitimate operational reasons;
- h) To make, publish and enforce reasonable rules and regulations;
- i) To introduce new or improved methods, equipment or facilities;
- j) To take any and all actions as may be necessary to carry out the mission of the Employer in situations of civil emergency as may be declared by the Mayor.

7. EMPLOYEE BILL OF RIGHTS

7.1 - In an effort to ensure that investigations made by an officer or agency as designated by the Chief of Police of the Police Department are conducted in a manner which is conducive to good order and discipline, the employees shall be entitled to the protection of what shall hereafter be termed as the "Employee Bill of Rights." Nothing in this Article shall be constructed so as to prevent the interviewing by supervisory personnel of their subordinates as necessary for the conduct of department business. These guidelines apply whenever the Department decides to conduct an investigation of an employee, and that the results of the investigation can reasonably lead to discipline of the employee. The Guild recognizes the need to clarify citizen inquiries and complaints in a timely fashion.

7.2 The members covered by this Agreement do not waive nor will they be deprived of any of their constitutional or civil rights guaranteed by the federal and state constitution and laws afforded any citizen of the United States.

7.3 Every employee who becomes the subject of an internal investigation shall be provided a copy of the complaint if written or a written summary of the complaint if it is not available.

7.4 Any employee who becomes the subject of a criminal investigation shall have all rights accorded by the State and Federal constitutions and Washington law.

7.5 Seventy-two (72) hours before any interview commences, the employee shall be informed, in writing, of the nature of the investigation, that they are considered to be a subjects at that stage of the investigation, and provided sufficient information concerning the factual nature or subject of the investigation so as to reasonably apprise the officer of the specific allegations. An employee may waive the seventy-two (72) hour requirement in writing. The written notice requirement does not apply to an investigation not reasonably likely to result in an economic sanction. An employee who is a witness and is not a subject shall be informed in the same manner as subjects provided that such notice need not be given seventy-two (72) hours in advance, provided further that witnesses retain whatever rights to representation they may be allowed law

7.6 The interview of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigency of the interview dictates otherwise.

7.7 At the cost of the requesting party, the employee or City may request that an investigative interview be recorded, either mechanically or by a stenographer. There can be no "off-the-record" questions. Upon request, the employee under an investigation shall be provided an exact copy of any written statement the employee has signed or, at the employee's expense, a verbatim transcript of the interview.

7.8 The employee will be required to answer any questions involving administrative (as opposed to criminal) matters under investigation. Prior to any questioning, the employee will be notified in writing and acknowledge receipt of the following:

"You are about to be questioned as part of an internal investigation being conducted by the Police Department. You are hereby ordered to answer the questions which are put to you which relate to your conduct and/or job performance, or your fitness for duty, and to cooperate with this investigation. Your failure to cooperate with this investigation can be the subject of disciplinary action in and of itself, including dismissal. The statements you make or evidence gained as a result of this required cooperation may be used for administrative purposes but will not be used or introduced into evidence in a criminal proceeding."

Employees who are subject to a criminal investigation shall be advised of that.

7.9 Interviewing shall be completed within a reasonable time and shall be done under circumstances devoid of intimidation or coercion. Seventy-two (72) hours prior to all investigative interviews, the employee shall be afforded an opportunity and facilities to contact and consult with a Guild representative or Guild attorney before being

interviewed, and to be represented by the Guild representative or Guild attorney to the extent permitted by law. The employee shall be entitled to such brief intermissions as the employee shall reasonably request for personal necessities, meals, telephone calls, consultation with a representative, and rest periods.

7.10 The employee shall not be subjected to any profane language nor threatened with dismissal, transfer or other disciplinary punishment as a guise to obtain the resignation of said employee nor shall the employee be subjected to intimidation in any manner during the process of interrogation. No promises or rewards shall be made to the said employee as an inducement to answer questions.

7.11 Investigations shall be concluded within a reasonable period of time. Within a reasonable period after the conclusion of the investigation and no later than seventy-two (72) hours prior to a pre-disciplinary hearing, the employee shall be advised of the results of the investigation and the recommended disposition (which may be a range of possible dispositions) and shall be provided a copy of the complete investigatory file.

7.12 All interviews shall be limited in scope to activities, circumstances, events, conduct or actions which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the employee about information which is developed during the course of the interview.

7.13 No employee shall be requested or required to submit to a polygraph test; nor shall this employee be dismissed for or shall any other penalty be imposed upon the employee solely for a failure to submit to a polygraph test. This provision shall not apply to the initial application for employment.

7.14 An officer's assigned desk/locker or personal effects (such as computer disks, mail, briefcases, bags, personal vehicles, etc.) shall not be searched without the permission of the officer unless there is reasonable cause to do so, as determined by the Chief of Police. Should reasonable cause be established, the search shall be conducted in the presence of another officer.

7.15 No employee covered by this Agreement will be subject to any form of harassment or disciplinary action for exercising his/her constitutional and/or civil rights.

7.16 When an employee, whether on or off duty, uses deadly force which results in the injury or death of a person, the employee shall not be required to make a written or recorded statement for seventy-two (72) hours after the incident. The affected employee may waive the requirements to wait seventy-two (72) hours.

7.17 Should any section, subsection, paragraph, sentence, clause or phrase in this Article be declared unconstitutional or invalid, for any reason, such decision shall not affect the validity of the remaining portions of this Article.

Personnel Records

A “personnel file” shall be defined as any file maintained by the City or Department (including supervisors) pertaining to the bargaining unit member’s employment status, work history, training, disciplinary records, or other personnel related matters pertaining to the bargaining unit member. It is further understood that a personnel file does not include material relating to medical records, pre-appointment interview forms, Internal Affairs files, or applicant background investigation documents such as, but not limited to, psychological evaluations and polygraph results.

Each employee’s personnel files shall be open for review by the employee at reasonable times and with reasonable notice. The Employer shall maintain no secret personnel files not subject to inspection.

All disciplinary documents will be retained in accordance with state law. Verbal warnings shall no longer be considered active for the purpose of further progressive discipline after a period of six (6) months provided no similar misconduct has occurred in the meantime. Written warnings and suspensions of five (5) days or less shall be no longer be considered active for the purpose of further progressive discipline after a period of three (3) years provided no similar misconduct has occurred in the meantime. Any sustained complaint of criminal law violations, City administrative Guidelines pertaining to harassment, substance abuse, workplace violence or the Police Department’s policy regarding truthfulness or a single suspension of more than five (5) days remain active and may be considered in future disciplinary decisions.

The Employer will promptly notify an employee upon receipt of a public disclosure request for information in the employee’s personnel file. The Employer will also provide at least three (3) business days’ notice before releasing any requested documents. The Employer will allow the employee and the Guild the opportunity to legally object to unwarranted disclosures.

An employee shall be permitted to read any material before it is placed in an official personnel file maintained by the Employer or the Police Department. The employee shall be allowed to rebut such statement in writing. Such rebuttal will be attached to the official personnel file copy of material.

Use of Force

Use of force and investigations related to use of force are governed by Section 300 in the Yelm Police Department Policies and Procedures Manual.

8. COMMUNICATION PROCEDURE

8.1 This Article creates a communication procedure for the purpose of dealing with operational issues and matters of general concern between the parties. Either the Guild or

the Employer may initiate discussion. The coordinators of the communication procedure will be the Guild Executive Board, and the Police Chief or their official designee(s). A meeting of representatives of the Employer and the Guild may be requested by either of the coordinators and they shall schedule a meeting at a mutually favorable time and place. This communication procedure and the discussions between the parties shall not amend or change the terms of this Agreement unless mutually agreed by the Guild and the Employer.

9. RESERVE OFFICERS

9.1 Reserve officers will augment and assist regular officers. Reserve officers will not be used to replace regular officers from normal assignments. Regular officers will have first option on all special details. Reserve officers will not be used in paid status whenever a regular officer is on layoff and available and fit for duty.

10. PERFORMANCE OF DUTY

10.1 Employees shall perform their assigned duties to the best of their abilities. Neither the Guild nor its officers, agents, representatives, or members shall cause, or authorize its members to engage in any strike, work slowdown or interference with the operation of the Department. Any such action shall be grounds for dismissal or other disciplinary action by the Employer.

10.2 There shall be no lockout by the Employer during the term of the Agreement.

11. OFF-DUTY EMPLOYMENT

11.1 The Employer may authorize an employee to perform other employment during off-duty hours provided such employment does not: interfere with the efficiency of law enforcement and public safety; interfere with the employee's performance of duty; detract from the image of the Employer; conflict with the Employer's policies. Outside employment must be authorized by the employee's supervisor in writing.

11.2 If an employee has been authorized to work off-duty in a capacity that will be in uniform and/or city vehicle, the employee will be paid by the City at the appropriate hourly rate. The City will bill the off-duty employer directly.

12. SENIORITY

12.1 The Employer recognizes the principles of seniority. Each employee shall have seniority standing equivalent to the continuous length of service (excluding any approved voluntary leave without pay) within this bargaining unit, beginning with the employee's last date of hire, upon the completion of his/her probationary period.

12.2 PROBATIONARY PERIOD: Employees shall attain seniority after completion of their twelve (12) month probationary period (time spent at the academy does not count toward the probationary period), retroactive to their last date of hire. Probationary

employees do not have the right to grieve their dismissal unless alleged violations of Article 4—Non-discrimination.

12.3 REDUCTION IN FORCE: Seniority shall be utilized in laying off employees, provided the senior employee is capable of performing the duties of the less senior employee. Laid off employees shall be recalled in reverse order of their respective layoff. Laid off employees will retain seniority rights for eighteen (18) months from the date of layoff. When recalled, a laid off employee shall return to duty within thirty (30) days of such recall notification or forfeit his/her seniority status, unless mutually agreed otherwise. Following eighteen (18) months, laid off employees are eligible for recall only at the discretion of the Employer. As a mandatory condition of reinstatement, any employee subject to recall must be qualified to hold his/her position at the time of being recalled.

12.4 PROMOTION SENIORITY: When an officer is promoted to their next rank, their seniority resets for the purposes of shift and vacation bidding within the promoted rank. In the event an employee is promoted and returns to their previous position, they shall return to the seniority date relevant to the previous position.

13. HOURS OF WORK

13.1 WORK WEEK: The designated work week shall be determined via written policy by the Chief of Police. The Chief of Police may assign alternative work weeks (e.g. 3/12 or 5 on, 2 days off) to meet the service needs of the community and the Department's operations. In addition, the School Resource Officer(s) (SRO) will be scheduled to work based on the request of the school district. SRO's will typically work a 5/8 schedule, Monday through Friday. The work year is based on a goal of 2,080 annual hours. Additional training days and/or additional workdays may be added to compensate for any shortfall in annual hours. In the event that a team works in excess of 2,080 hours, training days may be cut short.

13.2 ALTERNATIVE WORK WEEK: The Guild and Employer may work out any other arrangement that is mutually agreeable and is not detrimental to rendering police services efficiently.

13.3 REGULAR SHIFT: Each employee shall be assigned a regular time and a regular shift, consisting of all days on the yearly shift schedule provided during the bid process. Employees will not be regularly scheduled more than 2080 hours in a year. The regular scheduled shift days and times shall not be changed without first being given five (5) calendar days' notice, except by mutual agreement between the concerned parties. However, the Employer may alter the time of such shifts or starting/ending time when circumstances arise which would require such a change in the interest of public safety or the efficiency of law enforcement ("shift bump"), such changes will not be made for the purpose of appearing in court. In the event an employee is temporarily bumped from his/her regularly assigned time and shift ("regularly assigned time and shift" includes all scheduled department in-service training days), the displaced employee shall be compensated fifty dollars (\$50.00) for each shift displaced when the displacement is at or

below two (2) hours, and one hundred dollars (\$100.00) when the displacement exceeds (2) hours. Should an employee be subject to a shift bump, the employee shall have the option of a shift extension (i.e. working the entire regular shift, plus additional hours before and/or after the regular shift) OR a shift adjustment (i.e. the same total hours as the regular shift, but with an adjusted starting and/or ending time). This does not apply to reassignment of one shift to another, which is defined as one (1) month or longer.

13.4 SHIFT CHANGES / TRADES: Employees will be allowed to request to exchange or trade specific shifts or days off in accordance with the Employer's shift-trade policy.

13.5 REST BREAKS: Employees shall be permitted to take reasonable rest/meal breaks during their shift as per current practice, subject to being readily available to respond to emergencies and/or high priority calls. All such breaks shall be taken as time permits, and Officers shall remain on duty and in radio contact at all times. For purposes of this section, the parties agree to meal and rest breaks deviating from the requirements of WAC 296-126-092.

13.6 GUILD MEETINGS: Employees shall be granted a maximum of one (1) hour per month to attend Guild meetings. Employees who are on duty will still respond to emergencies and high priority calls. No employee shall be paid or receive vacation time for such meetings.

13.8 SHIFT BIDDING: Annual shift bidding takes place the previous calendar year on the first Wednesday of October. During the shift bid process, Sergeants will go in order of seniority allowing all officers the right to bid for their preferential shift. Shift-bidding will be on the basis of seniority within the rank.

14. OVERTIME & CALL-BACK

14.1 OVERTIME: Employees covered by this Agreement shall be paid one and one-half (1.5) times their regular straight time hourly rate of pay for all authorized compensated hours, including training, in excess of their regular work shift. All overtime opportunities offered to the officers will close seven (7) days prior to the start of the overtime detail. Opportunities that are posted with less than seven (7) days' notice will be made using the following process: (a) the supervisor will post the opportunity and contact each officer in order of seniority through department cell phone and/or home phone; (b) the supervisor will allow a reasonable time, based on the circumstances, for a response based on the time period of the overtime detail; (c) the supervisor will proceed down the seniority list until an officer accepts the detail. Once the detail is accepted, the opportunity will be considered closed. Leave hours will count as hours of work for overtime calculations.

14.2 CALL-BACK: The Employer agrees to pay a minimum of four (4) hours overtime at one and one-half (1½) times the regular rate of pay to employees called back for any assignment with the exception that when an employee works within four (4)

hours before and continuing into their regularly scheduled normal workday, the actual time worked shall be counted as overtime. The overtime guarantee provided by this section applies only to hours of work performed for the Employer, not for voluntary hours of work performed for third parties or other agencies.

14.3 PAY FOR OFF-DUTY COURT APPEARANCES: The employee shall be paid at the rate of one and one-half (1½) times his/her straight time hourly rate for the time spent for all mandatory or subpoenaed court appearances, for any jurisdiction, with a minimum pay equivalent for three (3) hours at one and one-half times (1½) the regular straight time hourly rate. Employees required to appear for court on off-duty time will not be required to work patrol.

14.4 If the employee is not given at least 24 hours' notice when the scheduled mandatory or subpoenaed court appearance has been cancelled, the employee shall be guaranteed the three (3) hours minimum pay at one and one-half times (1½) the regular straight time hourly rate.

14.5 PAY FOR INTERNAL APPEARANCES: Overtime will be paid when an employee is required to appear on his/her off-duty time for internal investigation or for a review board.

14.6 TRAINING: Annual in-service training is paid at regular straight time rates. All other training scheduled on an employee's day off is paid at overtime rates. Training may be cancelled if excessive overtime is occurring.

14.7 SHIFT EXTENSIONS: The shift of on-duty employees may be extended by up to four (4) hours, unless a longer period is necessitated by an emergency. Shift extensions shall be paid at overtime rates. The call-back overtime guarantee shall not apply to shift extensions.

14.8 OVER-TIME STAFFING: When the Employer mandates overtime, the Employer will first attempt to staff the work on a voluntary basis. In the event two or more officers volunteer for work, seniority shall apply. If no volunteers can reasonably be obtained, the work will be assigned by the Employer on a rotating basis across all able officers on the active roster, excluding sergeants, with the employee mandated to work the overtime paid at two times (2x) the employee's regular straight time hourly rate of pay. This section shall not apply to shift-extensions.

14.9 COMPENSATORY TIME: Employees working overtime may elect to receive compensatory time instead of cash overtime payments. The election is approved by the Employer on a case-by-case basis. If compensatory time is earned, the employee is credited with one and one-half (1 ½) times the amount of overtime hours worked (e.g. 1.5 hours of compensatory time for 1 hour of overtime worked). Compensatory time shall be scheduled with the approval of the Employer provided there is not an undue disruption to the Employer's operation. Accrued compensatory time in excess of forty (40) hours remaining as of November 15 (i.e. compensatory time that has not been used or scheduled for use before the end of the year) each year will be cashed out with the

November end-of-month paycheck. Any compensatory time accrued after November 15 of each year will be carried forward to the next year.

15. MONTHLY SALARIES & COMPENSATION

15.1. The monthly salaries of the employees covered by this Agreement are set out in salary schedules attached to this Agreement in APPENDIX I.

16. CLOTHING & EQUIPMENT

16.1 Each full-time employee covered by this Agreement shall receive a sum of up to one thousand five hundred dollars (\$1,500) per annum for the purpose of maintaining and purchasing required uniforms and equipment. The annual uniform allowance shall be included in standard paychecks in January of each calendar year, subject to taxable withholdings required by law. Newly hired employees shall receive up to two thousand five hundred dollars (\$2,500) for the first year of service with the Department regardless of the date of hire and up to one thousand five hundred dollars (\$1,500) per annum thereafter. This allowance covers all uniforms and clothing required by the City and described below, and does not carryover. Employees are subject to the Department's uniform and appearance standards, established by the Chief of Police. Employees who fail these standards may be directed by the Department to purchase replacement uniforms and equipment as necessary to meet standards. Uniforms worn by recruits attending the Washington State Criminal Justice Training Academy will be purchased by the City, and are not included in the uniform allowance for new hires.

16.1.1 Classification of uniforms are as follows:

- Utility Grade Uniforms
- Class B Grade Uniforms
- Class A/Ceremonial Grade Uniforms
- Formal Uniforms

16.1.2 All uniforms and equipment for each class of uniform will be specifically chosen by the Chief of Police for wear by officers of the department. Officers are required to have patrol duty uniforms as well as a Class A/Ceremonial Grade Uniform. Any deviation from the approved list of authorized uniforms and equipment will need to be approved by the Chief of Police. Should the Chief of Police change uniform requirements, the change shall not be implemented until the following calendar year, with an announcement made to employees prior to the start of the calendar year.

16.1.3 Authorized uniform items are as follows:

- Patrol baseball hat
- Patrol stocking hat
- 8-point dress hat

- White dress shirt
- Black or white undershirt
- Uniform shorts
- Service marks
- Award pins
- Tie
- Tie Bar
- P-Buttons
- Uniform Belt
- Name Tag (cloth or metal) appropriate for uniform
- Duty/Dress footwear Socks
- Jacket (Utility/Dress)
- Gloves

16.1.4 Authorized equipment as follows:

- Handgun (provided by department)
- Handcuffs
- Handcuff case(s)
- Gun belt
- Gun holster
- Ammunition holder
- ASP or Baton holder
- Belt keepers
- Key keeper
- Flashlight holder
- Pepper spray holder
- Pepper spray
- ASP or Baton
- Exterior equipment vest
- Taser
- Taser holster
- Portable radio
- Radio holster
- Glove pouch

16.1.5 All equipment listed as authorized is approved for the uniform allowance. Detailed information on the specific type of clothing or equipment is listed in the Department General Order Manual.

16.2 If the employee resigns or is terminated from employment prior to and including June 30th of each year, the allowance will be prorated back to the Employer. This clothing and equipment allowance will be paid to each full-time time employee on January 15th of each calendar year.

16.3 In addition to the allowance defined in Section 16.1, the Employer will replace or repair city equipment, uniforms and/or authorized personal items damaged or destroyed beyond normal wear and tear while on duty or on official assistance to another

jurisdiction. Personal items will be authorized for official duty-related purposes if (1) the employee has notified the Employer in writing that he/she intends to carry the item on duty; and (2) the Employer has given authorization to carry the item. The Employer shall act upon the matter within twenty-one (21) calendar days from the date the personal item was brought to the Employer's attention. The employee shall assist the Employer in securing restitution or indemnification through the courts by the Employer.

16.4 All equipment issued by the Employer shall be considered the property of the Employer and shall be returned upon separation of employment. The employees shall be required to take reasonable care of all uniforms and equipment. All issued equipment must be turned in before final compensation is paid to separating employees.

17. FIREARMS & PROTECTIVE VESTS

17.1 No officer shall be required to work without a firearm. The City shall provide a duty weapon and ammunition. The caliber of the firearm is to be selected by the Chief. The type of weapon is to be selected by the employee subject to approval by the Chief. Each officer shall receive sufficient rounds for qualification purposes, up to three (3) attempts on a single day.

17.2 In accordance with the terms of Police Department policy, officers will be provided all ammunition needed to qualify for Department-approved firearms, including both rifles and handguns.

17.3 The Employer shall supply a protective vest to each commissioned employee covered under this Agreement. Vests will be reconditioned as necessary with approval by the Chief of Police and replaced every five (5) years.

18. HOLIDAYS

18.1 The following holidays are recognized by the Employer. Each employee's holiday hour bank shall be credited with his/her respective regular daily shift hours for each holiday:

News Year Day	January 1
Martin Luther King's Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	Day after Thanksgiving
Christmas Day	December 25th

Two Floating Holidays	Dates selected by Employee
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18.2 Employees who work on a holiday as part of their regularly scheduled shift shall be paid for that day at a rate of 1½ times their straight time rate of pay for all hours worked. If a holiday falls on an employee's regularly scheduled day off, however, and that employee works on the holiday, such employee shall be paid for that day at their double-time rate of pay for all hours worked. The regularly scheduled hours for that holiday will remain in the employee's holiday hour accrual and can be taken off throughout the year. Any accrued holiday hours remaining as of November 15th of each year will be paid with the November end-of-month paycheck. Any holiday hours accrued after November 15th will be carried forward to the next year.

18.3 For the purpose of this Agreement, holiday pay will be paid based on the starting times that occur on the actual day of the holiday.

18.4 Part-time employees receive the above benefits pro-rated according to hours worked.

18.5 UNPAID RELIGIOUS LEAVE: Pursuant to RCW 1.16.050(3), an employee is entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. Leave will be provided in accordance with Washington law and the City's personnel manual. In the event the City's personnel manual conflicts with Washington law, then the minimum requirements of the law shall apply.

19. VACATIONS

19.1 Each employee covered by this Agreement shall be entitled to vacation with pay following the anniversary date of employment with the City of Yelm; such vacation shall accrue monthly in the following manner:

Years of Employment	Vacation Hours Earned Per Year
First and Second years	100 hours
Third and Fourth years	110 hours
Fifth thru Ninth years	130 hours
Tenth thru Fourteenth years	170 hours
Fifteen thru Nineteenth years	190 hours
Twentieth year & thereafter	210 hours

19.2 MAXIMUM ACCRUAL: 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 240 hours. In cases where Employer operations have made it impractical for an employee to use vacation time, provided these restrictions shall not be used to force the taking of fewer than five (5) successive days of vacation, the Chief of Police with the approval of the City Administrator may authorize additional carry-over. For purposes of this section, employees must make a reasonable effort to schedule all vacation time exceeding the carry-over maximum of 240 hours, including scheduling vacation time outside of the most desired dates if the most desired dates are already reserved.

19.3 VACATION SELECTION: The principle of seniority shall be the primary factor in the scheduling of vacations. Annual vacation bidding shall consist of two rounds. The first round is reserved for primary vacation days, not to exceed a duration of two consecutive weeks. The second round is reserved for secondary vacation requests, provided that overtime (if needed) will not be approved to accommodate these requests. After the annual vacation calendar is set, additional vacation requests submitted during the calendar year may be approved at the discretion of the Assistant Chief or Chief of Police on a first come, first served basis. All vacation requests, whether primary or secondary, must be submitted in consecutive days without a scheduled work day in between any requests. If a work day separates a request, the request becomes two separate vacation submittals. In addition, all vacation requests should be taken in full day increments to allow for appropriate staffing. Reasonable requests to use vacation for partial day increments may be approved by your supervisor.

19.4 An employee who ceases to be an employee of the Employer shall receive a sum of money equal to his/her current rate of pay for any accrued vacation time which has not been used.

19.5 Upon the death of an employee in active service, the accrued leave, vacation, sick, and holiday pay of the deceased employee shall be paid to the same individual to whom is paid any accrued wages.

19.6 It is the intent of this Agreement to allow an employee to use accrued vacation time in cases of emergency such as illness or injury in the immediate family in the event sick or bereavement leave is not available as afforded in applicable State and/or Federal statutes.

19.7 Part-time employees receive the above benefits pro-rated according to hours worked.

20. SICK LEAVE / BEREAVEMENT LEAVE / OTHER LEAVE

20.1 SICK LEAVE: Each full-time employee shall receive eight (8) hours of sick leave for each calendar month worked. Two (2) full shifts of these sick leave hours may be used for personal reasons.

20.1.1 ACCRUAL AND USAGE: Employees may use their accrued, unused paid sick leave that is accrued by the following pay period. Sick leave must be used in one (1) hour increments. Employees shall be paid their normal hourly compensation for each hour of paid sick leave used; there shall be no overtime, holiday, or other premium pay.

The accrual year is January 1st through December 31st. Following the end of the accrual year, any accrued, unused sick leave shall carry over to the following accrual year.

20.1.2 WORKER'S COMPENSATION-RELATED BENEFITS: The Employer retains the right to require employees to be examined by a medical provider selected by the Employer when employees are receiving Labor and Industries benefits or upon return from an on-the-job injury of three (3) consecutive days or more, as permitted by law. An employee who fails to comply shall be subject to disciplinary action up to and including discharge. Health care information about employees will be maintained in accordance with state and federal health care privacy laws.

20.1.3 VERIFICATION: If an employee's absence exceeds three (3) consecutive days of work, the Employer may require that employee to present sufficient verification to show a qualifying reason for using sick leave. Employees who fail to present such verification when required by the Employer may be required to reimburse paid out sick leave and shall be subject to disciplinary action up to and including discharge.

Any employee dishonestly using sick leave benefits shall be subject to disciplinary action up to and including discharge.

20.1.4 QUALIFYING REASONS: Employees may use sick leave for the following qualifying reasons:

- a. An employee's own or to care of a Family Member's physical or mental illness, injury or health condition. This illness, injury, or health condition may include the need for time off from work for medical care and/or treatment;
- b. Employee's own or for a Family Member' preventative care such as a medical, dental, or vision appointment and/or treatment;
- c. Closure of the employee's place of business or his or her child's school/place of care by order of a public official for a health-related reason; and
- d. Absences that qualify for leave under the Domestic Violence Leave Act (Chapter 49.76 RCW).

20.1.5 "Family Member" includes a child (biological, adopted, foster, step, or when an employee stands in place as the child's parent, or legal guardian), the employee's or employee's spouse's/registered domestic partner's parent (biological, adopted, foster, step, legal guardian, or when the person stands in place as the parent of the employee), a spouse, a registered domestic partner, a grandparent, a grandchild; or

a sibling.

20.1.6 EMPLOYEE NOTICE: If an employee's absence is foreseeable (planned), the employee must provide notice to the supervisor at least seven (7) calendar days, or as early as practicable, before the first day paid sick leave is used. If possible, notification should include the expected duration of the absence.

If an employee's absence is unforeseeable (not planned), the employee must notify to their supervisor on the same day of his or her scheduled report time and provide the qualifying reason at least 24 hours before the beginning of the shift, if as soon as practicable if less than 24 hours is possible.

20.2 Upon termination of employment for reasons other than dismissal for misfeasance or malfeasance, each employee will be paid for twenty-five percent (25%) of the total number of days accumulated sick leave at the rate of pay applicable for such employee at the time of termination; provided, however, payment for accumulated sick leave shall not exceed an amount equal to two month's full salary or equivalent wage.

20.3 EMPLOYEE DISABILITY: Employees may use all accumulated leave (sick, vacation, personal holiday) for a serious, disabling illness or health condition (including disability associated with pregnancy and childbirth) which renders the employee unable to work. However, if an employee does not have sufficient leave, the employee will be granted an unpaid leave for recovery. The employee's leave will not extend beyond the longer of the accumulated leave or twelve (12) weeks in a rolling 12 month period. In extenuating circumstances the employee may seek additional leave through their immediate supervisor.

20.4 During the period of time an employee is on Family Medical Leave, the Employer will continue its contributions to the employee's medical, dental, and life insurance benefits for a period of twelve (12) weeks or as long as the employee remains in a paid status (whichever is longer.) The employee will be required to continue to pay their contributions for medical, dental, and life insurance benefits through payroll deductions and/or self-payment. If, after twelve (12) weeks, the employee is in an unpaid status, the employee is responsible for the full cost of insurance coverage.

20.5 Employees taking Family Medical Leave will be reinstated to their former position and/or an equivalent position and pay upon their return to work.

20.6 In circumstances where the City's Shared Leave program is authorized (as per Ordinance No. 472), the maximum leave can be up to ninety (90) working days.

20.7 BEREAVEMENT LEAVE: When a death occurs in an employee's immediate family, the employee may take up to five (5) working days of paid bereavement leave. Sick leave days may be taken for additional leave. An employee is not paid for any day off if the employee would not otherwise have been entitled to compensation for that day. Bereavement leave pay shall be that amount the employee would have earned had the

employee worked his/her regular work schedule during the leave. Any time taken by an employee for bereavement leave must be used within thirty (30) days of the date of death.

20.7.1 IMMEDIATE FAMILY: Immediate family is defined as being related by blood, marriage, co-habitation, or legal adoption in the degree of consanguinity of grandparents, parents, spouse, brother, sister, child, grandchild, and any relative living in the employee's household.

20.8 LEAVE OF ABSENCE WITHOUT PAY: The Mayor or designee, with the recommendation of the Police Chief, may grant a leave of absence without pay for absence from work not covered by any other type of leave or if other leave balances are exhausted. Situations for which such leave may be granted would be to the interest and welfare of the City and are not solely for the employee's personal gain or profit. Employees that fail to return to their position at the end of the agreed upon leave of absence shall be deemed to have resigned from employment with the City unless there are extenuating circumstances approved in advance by the City.

20.8.1 An employee on a leave of absence without pay shall not accrue vacation or sick leave, and all other benefits paid or unpaid cease.

20.9 WASHINGTON PAID FAMILY AND MEDICAL LEAVE PROGRAM: The Employer will comply with the Washington State Paid Family and Medical Leave (PFML) law, Title 50A RCW, and supporting regulations, which establish a program administered by the Washington Employment Security Department (ESD) to provide paid leave benefits and job protection to eligible employees who need leave for certain family and medical reasons. PFML benefits became available starting on January 1, 2020. The Employer has posted required posters (once available from ESD) to educate employees about this new state benefit, and may adopt personnel policies to provide employees with guidance on PFML. Consistent with State law, PFML leave will run concurrently with the federal Family and Medical Leave Act (FMLA) if both are applicable.

20.9.1 PAYROLL DEDUCTIONS. The PFML program is funded through premiums collected by ESD via payroll deductions and employer contributions. Each year, consistent with the law, employees will pay through payroll deductions the premiums as outlined in RCW 50A.10.030. Should the State modify PFML premiums or the percentage of premiums subject to collection through payroll deductions during the term of this Agreement, the Employer will modify payroll practices to reflect such statutory changes.

20.9.2 ELIGIBILITY. In order to be eligible for monetary benefits from ESD, an employee must have worked 820 hours in Washington (for any employer or combination of employers) during the year preceding the claim. In order to be eligible for job protection, an employee must meet FMLA eligibility requirements (must have worked for the Employer for at least 12 months and have worked 1,250 hours in the last year). ESD will make eligibility determinations.

20.9.3 LEAVE ENTITLEMENT. Eligible employees are entitled to take up to 12

weeks of medical or family leave, or a combined total of 16 weeks of family and medical leave. An additional two weeks of leave may be available in the event the employee's leave involves complications related to her pregnancy. Medical leave may be taken due to the employee's own serious health condition. Family leave may be taken to care for a covered family member with a serious health condition; for bonding following the birth or placement of a new child within 12 months of bonding/placement; or for certain military exigencies. Details are available at www.paidleave.wa.gov.

20.9.4 NOTIFICATION TO THE EMPLOYER. When applying to ESD, employees must also notify the Employer 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.

20.9.5 STATE PFML BENEFITS; INSURANCE. Employees must submit an application to ESD to obtain PFML benefits. The application to ESD must indicate that the employee notified the Employer of the need for leave; if such notification was not provided, ESD will deny PFML benefits for a period of time equal to the number of days the notice was insufficient. After receiving the employee's notice of the need for leave, the Employer will advise the employee whether the employee is eligible for job protection under the PFML or FMLA or both. If ESD approves a claim for PFML benefits, partial wage replacement benefit payments will be made by ESD directly to an eligible employee. The amount of the benefit is based on a statutory formula tied to an employee's average weekly wage and the Washington average weekly wage. The formula generally results in a benefit in the range of 75-90 percent of an employee's average weekly wage, subject to a maximum of \$1,000 per week. Employees may not supplement the State PFML benefits with accrued or other paid leave from the Employer, and will not be eligible for PFML benefits if receiving time-loss benefits through the workers compensation system. When an employee is on leave and receiving PFML benefits from the State, the employee is deemed to be in unpaid status for purposes of the Employer's policies. Insurance coverage will be handled in the same manner as other unpaid leaves of absence, pursuant to the Employer's policy and subject to any FMLA requirements requiring continuation of coverage.

21. PENSIONS

21.1 Pensions for employees and contributions to pension funds will be governed by the Washington State statute in existence at any given time during the term of this Agreement.

22. HEALTH & WELFARE COVERAGE

22.1 Industrial insurance during regular working hours shall be provided in accordance with the laws of the State of Washington in existence at any given time during the term of this Agreement.

22.2 The Employer agrees to pay 100% of the employee's medical (Association of Washington Cities "HealthFirst 250" Plan) and 80% of the medical premium for their spouse and eligible dependents, Dental (per AWC Plan choices), Vision (full-family, no deductible) and Employee Assistance Program coverage will be paid at 100% for the employee, spouse and eligible dependents. Part-time employees receive the same benefit pro-rated according to hours worked.

22.3 As long as the City's participation requirements of the insurance provider are met, an employee may forego enrollment in the City sponsored medical plan. Upon the request of the employee and with City Council approval, an amount of \$150 per month may be awarded to full-time employees in lieu of medical insurance. Part-time employees working more than half-time, but less than full-time shall be eligible to receive one-half of the stipend amount (this program is more fully described in the City's Personnel Policies 6.03.020).

22.4 For those full-time employees that are approved for the \$150 in lieu of medical insurance stipend, the cost of the dental, vision and employee assistance program coverage (insurance provider requires 100% participation for these programs) will be paid at 100% for the employee, spouse, and dependents.

22.5 The Employer agrees to pay for each full-time employee that is covered by LEOFF II, group disability insurance. All affected officers must be covered by the same policy (Washington State FOP Disability Plan). Maximum amount of premium paid by the City is not to exceed \$97.09 per month per employee. During the term of this Agreement, upon mutual agreement of the Employer and the Guild, the group disability insurance policy and carrier may be changed from a plan provided through the FOP, AFLAC, to a comparable insurance plan/carrier.

23. FALSE ARREST INSURANCE

23.1 The Employer shall provide false arrest insurance for all sworn officers. In addition, the Employer shall pay on behalf of any employee in the bargaining unit any sum, including reasonable legal expenses, which the employee shall be legally obligated to pay as a result of reasonable and lawful activities and exercise of authority within the scope of assigned duties and responsibility as a Yelm Police Officer, and which are necessary in order for such officers to be represented.

24. DISCIPLINE

24.1 The Employer may discipline employees for just cause.

24.2 Oral reprimands will not be used as the basis of disciplinary action unless reduced to writing and a copy given to the employee. If the Employer has reason to discipline an employee, it shall be done in a professional manner, based on the circumstances. Oral reprimands shall not be grievable. However, oral reprimands are considered stale for purposes of progressive discipline after six (6) months.

24.3 All employees shall be permitted to review his or her own personnel file during normal business hours. Employees shall be provided one copy of all documents (complimentary or derogatory) placed in his or her personnel file at the time the document is placed in the file. No citizen complaint shall be placed in an employee's personnel file unless the complaint is accompanying disciplinary action related to the complaint.

24.4 An employee may, at his or her request, have placed in the employee's personnel file a statement containing the employee's rebuttal to any information in the file. This provision does not apply to the records of an employee relating to the investigation of a possible criminal offense or the internal investigation of a possible departmental policy or procedure violation prior to the completion of the internal investigation. The Employer shall keep the contents of personnel files confidential, subject to the requirements of State and Federal law and any applicable provisions of this agreement.

24.5 The Employer recognizes the intent to maintain confidentiality of employee's personal information such as home address, home telephone number, and identity of family members. Therefore, the Employer agrees to take reasonable lawful steps to assure confidentiality of these matters.

25. GRIEVANCE PROCEDURE

25.1 A grievance is an alleged misinterpretation of, or violation of terms and/or provisions of, this Agreement. A grievant shall mean an individual, group of individuals, or the Guild with a grievance.

25.2 Step 1: The grievant may orally present a grievance to the immediate supervisor. If the grievance is not settled orally, the grievant shall refer it to the Guild and a written statement of the grievance shall be presented to the Chief of Police within thirty (30) calendar days after the occurrence of the grievance or within thirty (30) calendar days from the time the grievant should have reasonably become aware of the occurrence of the events giving rise to the grievance, whichever is later.

25.2.1 The "Statement of Grievance" shall name the grievant(s) involved, the facts giving rise to the grievance, and remedy (specific relief) requested. The immediate supervisor's answer to the grievance shall include the reasons upon which the decision was based and it shall be made in writing within fourteen (14) calendar days of the receipt of the grievance.

25.3 Step 2: If no satisfactory settlement is reached at Step 1, the grievance may be appealed to the Mayor, or his/her designated representative, within fourteen (14) calendar days of receipt of the decision rendered in Step 1.

25.3.1 The Mayor or his/her designated representative shall arrange for a grievance meeting with the Guild. Such meeting shall be scheduled within fourteen (14) calendar days of the receipt of the Step 2 appeal. The purpose of this meeting shall be to affect a resolution of the grievance, The

Mayor or his/her designated representative shall provide a written decision, incorporating the reasons upon which the decision was based to the Guild within fourteen (14) calendar days from the conclusion of the meeting.

25.4 Step 3: If the grievance has not been resolved or the parties cannot reach an agreement, the grievant may, within fifteen (15) calendar days from the date upon which the Mayor's response was received or was due, refer the grievance to arbitration or the Civil Service Commission by notifying the other party of its intent to appeal the grievance. In the case of disciplinary actions, or other matters 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 2 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. If mutually agreed, time limits will be extended to complete a reasonable investigation before the election of remedies is made.

25.5 Step 4: If no satisfactory settlement is reached at Step 2 and/or the grievant has elected to pursue the grievance through the contractual process under Step 3 above, the Guild may within fifteen (15) calendar days of the receipt of the Step 2 decision, appeal the final decision of the Employer to Arbitration. In the event an arbiter is not mutually agreed upon by both parties, the parties shall jointly request the Public Employment Relations Commission to submit a list of nine (9) arbiters. Each party shall alternately strike until one name remains. Any grievance arising out of or relating to the interpretation or application of the terms and/or provisions of this Agreement may be submitted to arbitration unless specifically and expressly excluded. Arbitrations involving discipline will be processed in accordance with state law.

25.5.1 The arbitrator's decision will be in writing and will set forth his/her finding of fact, reasoning, and conclusions on the issues submitted to him/her. The decision of the arbitrator shall be final and binding upon the parties.

25.5.2 The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses including attorney's fees shall be borne by the party incurring them. The arbitrator shall be without power or authority to add to, subtract from, or alter any of the terms of this Agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law.

25.6 Time Limits: Time limits provided in this procedure may be extended by mutual agreement signed by the parties. Failure of the grievant or the Guild to file and/or appeal the grievance within the above stated time limits shall cause the grievance to be void except in circumstances beyond the control of the grievant. All grievance communications may be done via electronic mail to an authorized representative and email address identified by each Party.

26. PRE-EXISTING WAGES & WORKING CONDITIONS

26.1 No employee shall suffer a reduction in wages, benefits, or working conditions through the adoption of this Agreement, unless the Guild and the City mutually agree otherwise.

27. ENTIRE AGREEMENT

27.1 The Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral or written statements shall add or supersede any of its provisions, unless mutually agreed upon by both parties and an amendment or revision to said article or section is properly adopted by the Guild and the Employer.

27.2 The parties acknowledge that each has the unlimited right and opportunity to make proposals with the respect to any matter deemed a proper subject for a collective bargaining agreement. The results of this exercise of the rights are set forth in this Agreement, provided however, if any issue is mutually agreed upon, the parties to the Agreement may amend any article or section herein.

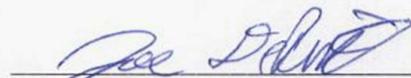
28. SAVINGS CLAUSE

28.1 If any provision of this agreement shall be held invalid by operation of law or any tribunal of competent jurisdiction or if compliance or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remains of this agreement shall not be held invalid and will remain in full force and effect.

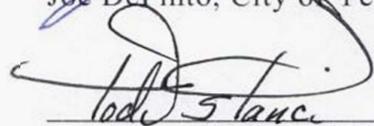
29. DURATION OF AGREEMENT

29.1 This Agreement shall become effective January 1, 2025, and shall remain in effect through December 31, 2027. Points of interest not covered by this Agreement may be negotiated at any time during the period of this contract upon mutual agreement of both parties involved.

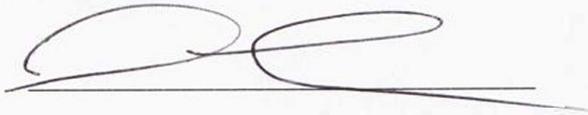
Signed this 10 day of June, 2025.



Joe DePinto, City of Yelm, Mayor



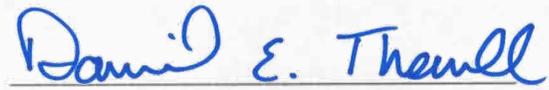
Todd Stancil, City of Yelm, City Administrator



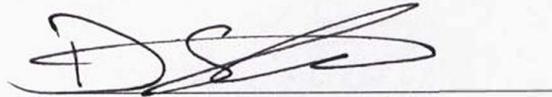
Rob Carlson, City of Yelm, Police Chief



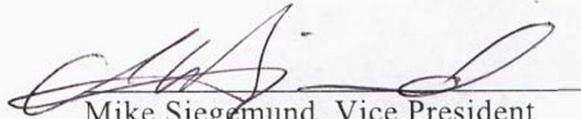
Karen Bennett, City of Yelm, Human Resources



Dan Thennell, Fraternal Order of Police



Dustin Stephan, President



Mike Siegemund, Vice President



Brian Mooney, Treasurer

30. APPENDIX 1—SALARIES & COMPENSATION

30.1 SALARY

Effective **January 1, 2025**, the monthly rates of pay for officers in the bargaining unit shall be increased by a five and one half percent (5.5%) salary adjustment and a one and one half percent (1.5%) market adjustment for a total wage adjustment for 2025 of seven (7%). The salaries shall be as follows:

Inclusion wage scale reflective of the bargained wage increases, but with the existing percentages between Steps.

The City agrees to eliminate Step 1 effective January 1, 2025. Any employees on Step 1 as of January 1, 2025 shall move to Step 2. Following the adjustment, the Steps shall be renumbered one (1) through six (6). Any employees moved on January 1, 2025 shall continue to move Steps on their anniversary date.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Police Officer	\$7,432.61	\$7,653.73	\$7,885.27	\$8,120.71	\$8,365.26	\$8,615.01
Police Detective (Officer rate + 5%)	\$7,804.24	\$8,036.42	\$8,279.53	\$8,526.74	\$8,783.52	\$9,045.76
Sergeant	\$9,734.96	\$9,907.26	\$10,165.71	-	-	-

January 1, 2026, all employees shall receive a wage increase of three percent (3%).

The City agrees to eliminate the NEW Step 1 effective January 1, 2026. Any employees on the NEW Step 1 as of January 1, 2026 shall move to the NEW Step 2. Following the adjustment, the Steps shall be renumbered one (1) through five (5). Any employees moved on January 1, 2025 shall continue to move Steps on their anniversary date.

January 1, 2027, all employees shall receive a wage increase of three percent (3%).

NOTE:

Sergeant scale is as follows: Step 1, 13% above Police Officer top step; Step 2, 15% above Police Officer top step; Step 3, 18% above Police Officer top step.

Employees move through the steps on their one year anniversary date of hire except for those officers where in previous agreements the City adopted a January 1 anniversary date. Newly hired personnel with experience may be hired at the level of Step 1 through Step 6 at the discretion of the Chief of Police.

Any retroactive wage increase will be provided to all members of the bargaining unit and any officers who leave in good standing prior to ratification, but will not be provided to any officers who are separated for cause or who leave in bad standing.

30.2 DETECTIVE CLASSIFICATION

30.2.1 A Detective position is established, that requires three (3) years' experience as a Police Officer. The compensation amount is 5.0% over the employee's corresponding Police Officer pay step.

30.3 SHIFT DIFFERENTIAL PREMIUM

30.3.1 Employees regularly assigned to a shift which starts between 1600 and 0000 hours, shall be compensated an additional One hundred and fifty (\$150.00) above their monthly base salary.

30.4 INSTRUCTOR PREMIUM

30.4.1 A premium of \$100 will be paid for each training event that an employee performs direct certified instruction (i.e., Firearms, E.V.O.C., Defensive Tactics, Less Lethal, etc.) to other employees as directed by Employer. The premium applies to any training up to five (5) hours in length. For trainings lasting six (6) hours or longer, the premium shall increase to \$200.

30.5 FIELD TRAINING OFFICER (FTO)

30.5.1 Employees assigned by the Police Chief to perform FTO duties shall receive additional compensation equal to 5.0% over the employee's base rate of pay for the entire month in which they perform such duties.

30.6 PHYSICAL FITNESS INCENTIVE

30.6.1 Non-probationary employees who successfully pass a prescribed physical fitness test (i.e., the Cooper Test or other similar state academy approved standardized test) will receive an annual lump sum payment of five hundred dollars (\$500), paid in November of the year in which the employee successfully passes the approved test.

30.7 RETENTION PAY

30.7.1 In recognition of years of dedicated continuous service to the City of Yelm Police Department, tenured employees shall receive retention pay as follows:

After 5 years	2.0% above base salary
After 10 years	3.0% above base salary
After 15 years	4.0% above base salary
After 20 years	5.0% above base salary
After 25 years	6.0% above base salary

30.8 EDUCATION INCENTIVE

30.8.1 Employees are eligible to receive the following education pay:

2.0% premium for AA/AS degree; 4.0% premium for BA/BS degree.

All degrees must be earned from an accredited educational institution. The Employer has the right to request copies of degrees for verification purposes, and will keep copies of degrees on file.

31. SPECIALTY POSITIONS

31.1. Employees that are selected to the Special Weapons and Tactics team, to include negotiators, will receive an additional one percent (1%) to their base salary.

City:

31. NO COMPOUNDING

Employees may not compound specialty premiums or other add to pays.

32 PER DIEM REIMBURSEMENT

30.9.1 Employees attending approved out-of-town overnight training sessions will be provided a per diem reimbursement in accordance with the Employer's reimbursement policy.