

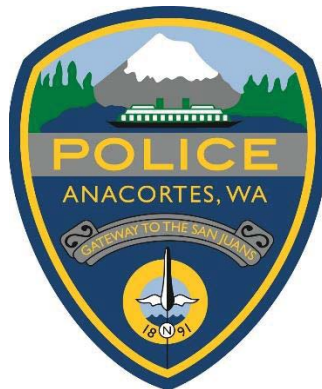
AN AGREEMENT BETWEEN:

● THE CITY OF ANACORTES, WASHINGTON

AND

● THE ANACORTES POLICE SERVICES GUILD

COMMISSIONED EMPLOYEES



June 1, 2018 – December 31, 2021
Updated April 27, 2018

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ARTICLE 1 - RECOGNITION

The City of Anacortes (hereinafter referred to as the "City" or "Employer") agrees to recognize Anacortes Police Services Guild (hereinafter referred to as the "Guild") as the sole collective bargaining agency for all full and part-time Police Department Employees, except the Chief of Police, the Assistant Police Chief, the Police Captains, and the Record's Supervisor.

ARTICLE 2 - GUILD SECURITY

2.1 It shall be a condition of employment that all Employees of the Police Department designated under this Agreement as Guild members shall continue to be members of the Guild and remain members in good standing. Those who are not members on the effective date of this Agreement shall on the 31st day following the beginning of such employment become and remain members in good standing of the Guild: PROVIDED THAT, if a public employee is a member of a church or religious body whose bona fide religious tenets or teachings forbid said public employee to be a member of a labor union, such public employee shall pay an amount of money equivalent to the regular Guild dues and initiation fees to a non-religious charity or to a another charitable organization mutually agreed upon by the City and the Guild. The City shall furnish written proof to the Guild that such payment has been made. If the City and the Guild do not reach an agreement on the choice of the non-religious charity to whom the Guild dues and initiation fees are to be paid or if the Guild does not agree that the employee has a bona fide basis for religious objection, the Washington State Public Employment Relations Commission shall designate the charitable organization; PROVIDED FURTHER THAT, if an employee for any reason does not wish to be a member of the Guild, that employee shall proportionally and fairly share in the cost of the collective bargaining unit to defray the cost of services rendered in negotiating and administering this Agreement. Payment of a maintenance fee in this amount shall be in lieu of any other obligation under this Article.

2.2 Any employee failing to comply with Article 2 will be terminated upon two weeks' notice to the City and the employee by the Guild. This section shall control over any conflicting Civil Service provision.

2.3 Indemnification. The Guild shall indemnify, defend, and hold the Employer harmless from all suits, actions, proceedings and claims against the City or persons acting on behalf of the Employer (except those brought against the City by the Guild), whether for damages, compensation, reinstatement or any combination thereof arising from the sole application of this Article of this Agreement. In the event that any part of Article II shall be declared invalid or that all or any portion of the monthly service fee must be refunded to any non-member, the Guild and its members shall be solely responsible for such reimbursement.

ARTICLE 3 - GUILD RIGHTS AND RESPONSIBILITIES

3.1 Guild members will be allowed to meet with representative of the Employer to conduct collective bargaining negotiations during regular working hours with pay at their straight time rate, provided that the Guild will be limited to two paid Guild members.

3.2 Release Time - A Guild official who is an employee in the bargaining unit shall be granted reasonable time off with pay while conducting grievance resolution (pursuant to Article 6) on behalf of the employees in the bargaining unit; provided the Employer is able to properly staff the employees job duties during the time off and without any additional expense to the Employer.

3.3 Guild Investigative and Visitation Privileges - The labor Representative of

the Guild, with reasonable advance notification to the Police Chief or the Chief's designee, may visit the work location of employees covered by the Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit his/her activities during such investigations to matters relating to such investigation.

3.4 City work hours shall not be used by employees or Guild Representative for the promotion of Guild affairs other than stated above. The Guild will be treated in the same manner as other city bargaining units with regard to holding Guild meetings.

3.5 Bulletin Boards - The Employer shall provide space for a bulletin board at each station that may be used by the Guild.

ARTICLE 4- HOURS OF LABOR

4.1 The workday, for the purpose of this Agreement, shall be eight and one-half (8.5) hours for Commissioned personnel assigned to Patrol, and the shifts shall be as follows:

Shift #1 - 6:00 am to 2:30 pm - Dayshift

Shift #2 – 1:45 pm to 10:15 pm - Swing shift

Shift #3 – 9:45 pm to 6:15 am - Night shift

With 10 days advance notice, shifts may be adjusted to meet the needs of the department on a short term basis, not to exceed 30 consecutive days. For example, a power shift may be scheduled between 5:00 pm -1:30am.

The work year is based on 2080 hours. This above alternate schedule provides 2068 hours. The remaining 12 hours are due to the City by the year's end. The twelve hours shall be used for scheduling training and/or firearms qualifications. There will be no additional compensation for these 12 hours, since they are already built, into the salary schedule. If an employee has not used the 12 hours by years end, the time will be deducted from an employee's vacation balance.

The parties recognize a 15-day 7(k) work period. With the exception of shift changing, the standard workweek shall be five consecutive eight and ½ hour days followed by two days off, and then 5 consecutive eight and ½ hour days followed by three days off. This schedule will then repeat itself.

4.2 Commissioned personnel, not assigned to Patrol, will work 8-hour shifts as assigned, typically 8:00 a.m. to 4:00 p.m. with five-day workweeks. The parties recognize a 28-day 7(k) work period.

Other shifts may be agreed to by the parties.

4.3 An employee will not be scheduled consecutive 8.5 hours shifts with less than 15.5 hours between shifts. An exception to this is when the next shift is a scheduled training day or the preceding or following shift was an overtime shift. In the event of a scheduled training day an employee will receive overtime if the training shift is less than 10 hours from the conclusion of their last regular shift.

During a shift change, if an employee returns to work with less than 15.5 hours off they will receive overtime for the hours scheduled until 15.5 hours have elapsed from the end of the last shift.

In the event of an emergency, an employee may work a shift for no more than ten days with only twelve hours between shifts.

4.4 Any Employee called to work after completing their regularly assigned shift, or attending court as assigned on their off-duty time, shall be paid a minimum of three hours at one and one-half times their regular rate of pay.

4.5 Shift Duration of Patrol No employee assigned to patrol involved in shift work shall be scheduled to work more than four consecutive months in any one shift. Employees shall be given ten days' notice in advance of any shift change except in case of an emergency. This section shall not apply to Employees classified as Detectives or other special assignments.

4.6 In the event that an employee is working a shift during which the switch from standard time to daylight savings time occurs and the employee works an actual shift of one hour less than a full shift, no deduction will be made against the employee's pay. In the event an employee is working a shift during which the switch from daylight savings time to standard time occurs and the employee works one hour more than a full shift, no overtime will be paid for that hour.

4.7 Employees are allowed to accumulate compensatory time to a maximum balance of 60 hours. Compensatory time in lieu of overtime pay shall be taken at the convenience of the Employer and the Employee, consistent with the Fair Labor Standards Act. Once per year employees have the option to have their accrued compensatory time deposited into their deferred compensation account or paid out in wages. Employees must actively request this of payroll by the timesheet due date for the 2nd pay period in November. If no selection is made, accrued comp time will carry over.

4.8 **Shift Bidding Process** All officers, corporals, and sergeants assigned to patrol will participate in a shift bidding process. Shift bidding does not apply to Detective, Crime Prevention, Animal Control, or Probationary positions.

Bidding will take place in the first 10 days of October for the following calendar year. Seniority will determine the order by which employees will select their shift assignments for the upcoming year. For the purpose of shift bidding only, seniority will be determined based upon time in classification. Bidding for patrol officers will be completed prior to corporal and sergeant bidding.

4.8.1 Patrol Shift Bidding

Each shift rotation will be two months in duration. In the first round of bids, employees may bid for three shift rotations. In the second round of bidding employees may submit their first and second preferences for the remaining three shift rotations. No employee may bid for more than two consecutive rotations on the same shift. The first employee bid rotation of a new calendar year may not be the third consecutive employee bid rotation on the same shift. A Guild representative may be present at every stage of the bidding process and schedule completion. There will be no blind bids, each successive bidder will see the officers already on the shift prior to bidding.

The employer may move an individual officer within the schedule regardless of the shift bidding process for good cause.

4.8.2 Employer Scheduling

After the bidding employees have made their selections the employer will set the remainder of the schedule. A Guild representative may be present at the bidding at the request of the employee. Once the bidding process is closed, no further bidding can take place for the upcoming calendar year.

The employer may move an individual officer within the schedule regardless of the shift bidding process for good cause.

ARTICLE 5 - SENIORITY

5.1 The Employer agrees that insofar as possible and considering qualifications and federal and state statutes, when it becomes necessary within a position or classification that a reduction in force takes place, the last Employee hired shall be the first laid off, and the last Employee laid off within the position or classification shall be the first Employee to be rehired.

5.2 For the purpose of this Agreement, "continuous employment" is defined as employment uninterrupted by voluntary severance of employment by the Employee, or by absence due to discharge unless rehiring is accomplished within thirty days.

5.3 All seniority rights that may be acquired by the operation of this Article shall be subject to the right of veterans to be rehired, and to all existing laws and ordinances.

5.4 If a permanent vacancy occurs in any job within the bargaining unit, the Employer agrees in filling such vacancy and before hiring a new Employee therefore, to give consideration to Employees presently employed when the vacancy occurs or is to be filled. When the vacancy is filled by a new hire, the Employer shall have a twelve-month period in which to determine the capability and desirability of the Employee filling the job, with the exception of police officers, for which the probationary period will be twelve months starting on day of graduation from the WA State Basic Law Enforcement Academy. Such probationary employees may be disciplined or discharged without just cause and shall not have access to the grievance process to challenge such actions.

5.5 In the case of illness or off-the-job accidents, it is agreed that the Employee's position and seniority shall be held up to but not exceeding six months. The Chief will extend this timeframe if medical documentation indicates that the employee will be able to return to work in full or light duty within a reasonable time but no longer than six months. During the extended time frame, the Chief may request updated medical documentation on a monthly basis and may adjust the timeframe based solely on the medical documentation.

5.6 For the purposes of this contract seniority, unless otherwise noted, is defined as continuous time with the department measured from the date of hire. If two employees share the same date of hire the most senior will be the one placing highest on the civil service exam at the time of hiring.

ARTICLE 6 - GRIEVANCE

Any disputes arising under this Agreement shall be settled as stated in this Article provided that no employee shall avail himself or herself of this Article if they appeal a dispute to the Civil Service Commission. Any bargaining unit member who is the subject of disciplinary action, including oral or written reprimand and who feels such action is improper, may complain to the Guild and may elect to pursue a grievance regarding disciplinary action through the grievance procedure of this Article, or through the Civil Service Commission but not through both.

Procedure: A grievance filed against the City shall be processed in the following manner:

Step 1: Any employee and/or guild representative who has a grievance shall present the grievance to the immediate supervisor, either orally or in writing, except where not feasible. All grievances must be presented no later than ten business days from the date of the occurrence of the matter giving rise to the grievance or within ten business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. All efforts will be made to resolve the grievance within ten business days of being filed.

Step 2. If a resolution cannot be reached in Step 1 then it shall be submitted in writing to the Police Chief or designee. The grievance shall contain a substantially complete statement of facts, the contractual provisions allegedly violated, and the relief requested. This written grievance shall be presented to the Police Chief or designee no more than ten business days after the initial time period outlined in step one of the grievance procedure. The Police Chief or designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten business days with the grievant and Guild, if requested by the employee, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Chief or designee shall provide a written response to the employee and Guild within ten business days following their meeting. An extension of the time periods in the grievance process may be made with the agreement of both parties.

Step 3: If the grievance is not settled at Step 2 and the Guild desires to appeal, it shall be referred by the Guild in writing to the Mayor or designee within ten business days after receipt of the City answer in Step 2. Thereafter, the Mayor or designee and the Police Chief or designee, shall meet with the grievant and Guild within ten business days of receipt of the Guild's appeal, if at all possible. If no agreement is reached, the Mayor or designee shall submit a written answer to the Guild within ten business days following the meeting. An extension of the time periods in the grievance process may be made with the agreement of both parties.

Arbitration: If the grievance is not settled in Step 3 and the Guild wishes to appeal the grievance from Step 3, the Guild may refer the grievance to arbitration, as described below, within twenty business days of receipt of the written answer as provided to the Guild at Step 3.

(a) The parties should attempt to agree upon an arbitrator within five business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five day period, the parties shall jointly request

the Federal Mediation and Conciliation Services (FMCS) to submit a panel of nine arbitrators from which list the arbitrator shall be selected alternatively striking one name from the list until one name shall remain.

(b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place of the hearing, subject to the availability of Guild and City Representatives.

(c) The City and the Guild shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Guild retain the right to employ legal counsel.

(d) The arbitrator shall submit his/her decision in writing within thirty business days following the close of the hearing or the submission of briefs by the parties, whichever is later, and such decision shall be final and binding upon all parties.

(e) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

(f) The fees of the arbitrator shall be borne by the losing party provided; however, that each party shall be responsible for compensating its own representatives and witnesses.

Limitations on Authority of Arbitrator: Any decision rendered shall be within the scope of this Agreement and shall not add to or subtract from any of the terms of the Agreement.

Time Limits:

If a grievance is not presented by the employee or the Guild within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or the guild. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof with the specified time limits, the aggrieved employee and/or the Guild may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

ARTICLE 7 - HOLIDAYS

7.1 The following days shall be recognized and observed as paid holidays:

- New Year's Day (First Day of January)
- Martin Luther King Day (Third Monday in January)
- Presidents Day (Third Monday in February)
- Memorial Day (Last Monday of May)
- Independence Day (July 4th)
- Labor Day (First Monday in September)
- Veteran's Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Day after Thanksgiving (Day Immediately Following Thanksgiving)
- Christmas Day (December 25)
- Floating Holiday (1)

7.2 An Employee may take their floating holiday at such time as is mutually agreeable between the employee and their Department Head or an employee may choose to be compensated for the holiday. The floating holiday shall be pro-rated during the year. In the event of an employee's termination, any floating holiday used but not yet accrued shall be deducted from the employee's final paycheck.

7.3 For all employees except shift workers as defined in 4.2 of this Contract, when a holiday falls on Saturday the preceding Friday shall be declared a legal holiday. When the holiday falls on Sunday, the following Monday shall be declared the legal holiday. Shift workers will observe the actual day the holiday falls on. When there is a four-day holiday, other than that listed, the holiday involved may be taken at a later time mutually agreeable to the Employer.

7.4 If an employee covered by this agreement works on any of the above named holidays, they shall be guaranteed payment at the rate of one and one half times their regular hourly rate of pay for the actual hours worked. If an employee works overtime on a holiday, the holiday premium pay (2.5X) shall apply for all hours worked. This compensation is in addition to their regular monthly wage. If any of the above named holidays falls on the employees scheduled day off, the employee shall receive payment for the same number of hours of their regularly scheduled shift. This compensation is at their regular hourly rate of pay, in addition to their regular monthly wage. If an employee is scheduled to work on a holiday and does not work, the employee will receive only the regular salary for the day and will not receive any additional pay. The employee will not have any hours deducted from any leave balances for that day.

7.5 Holiday pay for a shift shall be determined by the start time of that shift. For example, if a shift begins on a holiday, the entire shift is paid as a holiday pay. If a shift ends on a holiday but the beginning of the shift was not on a holiday, then the entire shift is not paid as a holiday.

7.6 Management maintains the right to determine the number of nonessential personnel to work on holidays. Nonessential personnel are defined as detectives and school resource officer/crime prevention personnel.

ARTICLE 8 – VACATION

8.1 Vacation leave shall accrue as follows:

Service Period	Vacation Accrual	Maximum Accrual
First month through 48 months	8 hours per month	240 hours
Months 49 through 108	10 hours per month	240 hours
Months 109 through 168	14 hours per month	240 hours
169 months and beyond	17 hours per month	240 hours

8.2 The Employer shall not unreasonably deny leave requests, consistent with the needs of the Department. Vacation shall be based on seniority of employment provided employee's top three vacation requests are submitted between December 1st – 15th for vacations scheduled to occur January 1st - December 31st of the following year. Each vacation request can be for a minimum of one day to a maximum of 3 weeks. Requests submitted after December 15th of each year will be allocated on a first-come, first served basis. Vacation requests shall be approved by the Chief based on efficient operation of the Anacortes Police Department. The Employer shall waive the maximum carryover restriction on vacation leave if the employee is required to cancel a scheduled vacation due to the requirements of the Employer.

8.3 Vacation leave shall be computed exclusive of holidays or sick leave testified to by a physician's written statement.

8.4 Vacation leave is to be deducted on an hour-for-hour basis. (For example, patrol officers who are scheduled to work 8½ hour shift must also take 8½ hours of benefits (i.e. vacation or sick leave) when they are absent.

8.5 Employees may elect to have their accrued vacation balance that exceeds 160 hours cashed out and deposited into a deferred compensation account. The employee must notify payroll in writing by November 20th of each year for distribution on the December 5th payday.

ARTICLE 9 - SICK LEAVE

9.1 Cumulative sick leave with full pay shall accrue to each Employee at the rate of four hours of leave for each bimonthly pay period of continuous service to a maximum of 1,440 hours.

9.2 LEOFF II Duty - Related Disability Leave Benefit: LEOFF II Employees shall accrue four hours of disability leave for each pay period of employment with the City with the total accrual not to exceed 1040 hours. Worker's Compensation provides partial wage replacement for injured employees. Employees receiving Worker's Compensation as a result of a Labor and Industries Claim may choose to use their accrued LEOFF II duty disability to supplement the Worker's Compensation wage replacement. If an employee elects to use LEOFF II duty disability leave while receiving Worker's Compensation benefits, the City will pay the employee his/her regular wages using LEOFF II disability accrued leave. If an employee elects this option, when the employee receives time loss payments from the Department of Labor and Industries, the employee must turn such payments over to the Finance Department. The Finance Department will use the worker's compensation payment to replenish the employee's LEOFF II duty disability leave balance that was drawn down at the employee's current hourly wage rate.

9.3 Sick leave shall be computed exclusive of holidays.

9.4 Sick leave cannot be taken before it is actually accrued.

9.5 Beginning March 1, 2006 employees are able upon retirement or death, to receive a cash buy out in an amount equal to 50% of their accrued sick leave up to a maximum of 500 hours (e.g. of 1000 hours accumulated, 500 are eligible to a cash buyout.)

9.6 Notification of absence due to sickness shall be given to dispatch as soon as possible on the first day of such absence and every day thereafter (unless this requirement is waived by the Dept. Head), but no later than two hours before the start of the employee's work shift unless it is shown that such notification was unreasonable or not practical. Failure to properly report an illness may be considered as absence without pay and may subject the employee to discipline.

9.7 The Guild does not condone the abuse of sick leave. Should a concern over perceived sick leave abuse arise, the Guild and the Employer agree to meet and confer on the problem and solution.

ARTICLE 10 – LIGHT DUTY ASSIGNMENTS

10.1 Light duty assignments shall be made available to Employees who are sick, injured or disabled and who have been released by their physician to work light duty if work is available and suitable. Management retains the ability to require employees who have been released by

their physician to work light duty to work. Priority will be given to employees who are injured in the line of duty. Management retains the right to assign the work schedule during the light duty assignment; however, employees on light duty will work no more hours than their regular work schedule.

- (a) Employees working light duty shall perform those duties assigned by the Chief of Police and shall be consistent with the type of duties normally performed by members of the bargaining unit.
- (b) During the light duty schedule, employees shall continue to accrue their regular benefits as outlined in collective bargaining and current personnel policies.
- (c) The light duty assignments will be authorized in thirty (30) day increments provided there are sufficient and compatible duties to be performed. A light duty assignment shall not exceed three (3) months. Employees may request, in writing, an extension of the three month provision of this section subject to approval by the Chief of Police.

ARTICLE 11 - BEREAVEMENT

11.1 In the event of the death of an employee's immediate family member, time off with pay for employee's regular scheduled workday will be granted to regular full time employees. Employees are expected to explain the need for bereavement leave to their immediate supervisor as soon as they are aware of their need for bereavement leave. The phrase "immediate family" for the purposes of the bereavement policy includes the employee's spouse (or registered domestic partner), brother, sister, father, mother, stepfather, stepmother, grandparent, child, stepchild, grandchild, father in law, mother in law, grandparent in law, sister in law, brother in law, daughter in law, and son in law. Three consecutive workdays off with pay will be approved to attend the funeral or memorial service (maximum 24 hours). Two additional consecutive workdays off with pay will be approved for travel from the employees home to the funeral or memorial service if the travel exceeds 200 miles each way (maximum 16 hours).

ARTICLE 12 - RECORDS

12.1 The Employer shall keep records of attendance and absence so as to provide all necessary information regarding annual leave and sick leave.

12.2 **Personnel Files-** Written reprimands will be removed from the employee's personnel file after three years from the date said action was finalized provided that no further reprimands of a like nature have been issued within this three- year period. An employee may request the removal of a written reprimand after a two-year period. This limitation shall not apply to suspensions or demotions. Reprimands or discipline resulting from serious infractions against members of the public or other City employees, such as discrimination, sexual harassment or moral turpitude will be removed from personnel files after ten years as long as no similar incidents have occurred.

ARTICLE 13 - HEALTH AND WELFARE COVERAGE

13.1 Medical Insurance Plans

- (a) The City will provide employees with the following plans: AWC Regence HealthFirst High Deductible Health Plan, Kaiser Permanente High Deductible Health Plan, AWC Regence HealthFirst \$250 plan, or Kaiser Permanente Access PPO, all as offered through the Association of Washington Cities Benefit Trust.

13.2 Premiums

13.2.1 For employees choosing the Regence HealthFirst \$250 deductible plan, the City will pay 100% of the premiums for the employee and 90% of the premiums for dependents.

13.2.2 For employees choosing the Kaiser Permanente PPO \$250 deductible plan, the City will pay 100% of the premiums for the employee and 90% of the premiums for dependents. The City will share fifty percent (50%) of the premium cost savings difference between the Kaiser Permanente PPO \$250 plan and the Regence HealthFirst \$250 plan to be paid on each pay period.

13.2.3 In 2018, 2019, 2020, and 2021, the City will pay 100% of the premium costs of medical insurance for employees and their dependents who select an AWC High Deductible Health Plan.

(a) For employees enrolled on an AWC High Deductible Health Plan, the City will contribute fifty percent (50%) of the premium cost savings between the AWC High Deductible Plan and the Regence HealthFirst \$250 plan to be contributed into the employee's HSA on each pay period.

An employee may elect to have up to \$1000 (employee only) or \$2000 (family) cashed out from accrued vacation and transferred into the HSA on the January 5 payday so long as the employee's vacation balance does not fall below 40 hours. The IRS determines the inflation adjusted HSA contribution maximum. (Vacation contributions by the employee will trigger the employer match. The employer match will be deposited into the HSA account throughout the year equally on each payday.)

13.3 Dual Insurance Incentive For employees enrolled on Dual Insurance, the employee will receive an incentive equivalent to 50% of the Kaiser Permanente Access PPO Healthcare premiums that the City would otherwise contribute to health insure the dependents.

13.4 Dental Insurance. The City agrees to provide dental insurance for employees and their dependents. The City shall pay 100% of the premium for dental coverage. The dental insurance plan in effect at the time of this Agreement is Washington Dental Service Plan E, as offered through the Association of Washington Cities.

13.5 Orthodontia Insurance. The City agrees to pay 100% of the premium for orthodontia coverage for the employee's dependent children. The orthodontia plan in effect at the time of this Agreement is Washington Dental Service Plan IV, as offered through the Association of Washington Cities.

13.6 Vision Insurance. The City agrees to pay 100% of the premium for a separate vision plan for employees and their dependents. The vision plan in effect at the time of this Agreement is Vision Service \$10 copay Plan, as offered through the Association of Washington Cities.

13.7 Life Insurance. The City agrees to pay 100% of the premium for a group term life, accidental death and dismemberment insurance policy for each employee in the amount \$10,000 and \$1000 for dependents 6 months and older as offered through the Association of Washington Cities. The life plan in effect at the time of this Agreement is through Standard as offered through the Association of Washington Cities.

13.8 Short Term Disability. The City agrees to pay 100% of the premium for a group short term disability insurance policy. The short term disability plan in effect at the time of this Agreement is with Sun Life.

13.9 Any changes required by the provider of insurance coverage that are beyond control of the City shall be implemented. These include, but are not limited to changes in required copays, deductibles, and plan administration procedures. The City shall give the Union notice of the proposed changes at least 60 days before the effective date, or as much time is reasonably practicable, and an opportunity for input before the changes are finalized and to bargain any impact.

ARTICLE 14- MANAGEMENT'S RIGHTS

14.1 The Guild recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority subject to the provisions of this Agreement.

14.2 The Employer has the right to schedule overtime work as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and public safety.

14.3 The parties understand and agree that the statements in Employees' job descriptions are not an all-inclusive list of their work requirements. Individuals may perform other duties as assigned including work in functional areas to cover absences or relief, to equalize peak work periods or otherwise to balance the workload.

14.4 Except as otherwise provided herein, the Employer shall decide all questions as to layoffs, subject to the right of the Guild to request and discuss with the Employer the reason for any layoffs involving bargaining unit positions. The Employer and Guild shall bargain over the effects of any such layoffs on individual employees. The Employer shall have the right to determine reasonable schedules of work and to establish the methods or processes by which such work is performed in accordance with Article 4 of this Agreement.

14.5 Any and all rights concerned with management and operation of the Police Department are exclusively that of the City unless otherwise specially provided by the terms of this Agreement. By way of example only, the City has the right to discipline, suspend, or discharge employees for just cause; to assign work and determine job content of employees; to determine the number of personnel to be assigned duty at any time; to determine, introduce new, or revise the methods, processes and means of providing departmental services; to determine the work and shift schedule (in a manner not inconsistent with this Agreement); to establish performance standards and evaluations; to build, move, or modify its facilities; to take any action on any matter in the event of any emergency; and to perform all of the functions not otherwise expressly limited by the Agreement or applicable law. Nothing in this Article shall be interpreted to modify other explicit provisions of this Agreement nor to waive the Guild's right to bargain the "effects" of performance standards and evaluations.

14.6 The City's Personnel Policies shall be applicable to members of the Guild. In the event of any inconsistency between this Agreement and the Policies, this Agreement shall prevail.

ARTICLE 15 - EMPLOYMENT

15.1 The employer shall have the right to discipline or discharge employees for just cause.

ARTICLE 16 - CIVIL SERVICE STATUTES

16.1 To the extent that matters are not covered by the express terms of this agreement, the Employer may proceed in accordance with applicable Civil Service statutes, rules, and regulations. All police personnel covered under this Agreement shall be subject to said statutes, rules, and regulations.

16.2 For promotions to bargaining unit positions, a Rule of Three shall apply.

ARTICLE 17 - CONTINUOUS OPERATION

17.1 The Guild recognizes that the Employer is engaged in a vital public service which protects the health, safety, and welfare of its citizens and requires continuous operation and, hence, recognizes its obligation together with the Employer to provide this service at all times.

ARTICLE 18 - WAGES

18.1 The Guild shall submit all items for negotiations, including wages, prior to June 15th of the year in which the bargaining agreement expires.

18.2 See Corporal MOU (Attached)

18.3 Effective March 2007, paydays will be on the 5th and 20th of each month.

18.4 Effective June 1, 2018, the wages shall be those set forth in Addendum A. A salary schedule shall be prepared showing the hourly, monthly, overtime and annual salaries for each classification through the term of this agreement. The salary schedule will reflect the following wage increases from the 2017 wage schedule:

- o Effective June 1, 2018 – 2.5%
- o Effective January 1, 2019 – 2.25%
- o Effective January 1, 2020 – 2.5%
- o Effective January 1, 2021 – 2.5%

Each employee in active employment status on the date this Agreement is fully ratified will receive a one-time gross payment of \$750.

18.5 Lateral hires may be placed at any point up to the mid-range of the salary schedule.

ARTICLE 19 - FRINGE BENEFITS

19.1 Guild dues for each Employee shall be by payroll deduction provided the employee has a valid dues deduction authorization on file. Dues are collected on a bimonthly basis.

19.2 All premiums based on a percentage of an officer’s wage will be based on his/her base wage, exclusive of other premiums.

19.3 Longevity

Year	Formula for monthly premium	Maximum Monthly Benefit
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2018	Begins after 5 years of employment. Multiply years of service by \$4.00.	\$120.00
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Effective January 1, 2019, longevity is provided as follows:

Completed Months of Service	Percentage of Officer Base Wage
96	1%
120	1.5%
180	1.75%
240	2%

19.4 Specialty Pay An individual may collect only one specialty pay upgrade at any one time.

19.4.1 Detective Detectives shall receive a 4.0% premium payment. The City will provide a one-time payment of \$400 to each officer upon his/her assignment to a detective position, to compensate him/her for the purchase of additional, suitable clothing for the detective role. An officer whose detective assignment is extended beyond three (3) years will receive an additional \$200 one-time payment at the start of the fourth year of the detective assignment. The payment(s), less required withholdings, will be made within one (1) month of the officer's assignment or the extension of the officer's assignment.

Employees assigned to detective shall be provided with holster, cuff case and shell case while on duty

19.4.2 School Resource Officer School Resource Officers shall receive a 4.0% premium payment.

19.4.3 Canine Unit Officer Canine Unit Officers shall receive a 4.0% premium payment.

19.4.4 Field Training Officer Officer(s) assigned as Patrol Field Training Officer shall receive a 3.0% premium payment. A Field Training Officer must serve as a FTO for at least ten days in a calendar month in order to qualify for premium pay for that month.

19.5 Education Incentive Officers holding a Bachelor's Degree from an accredited college or university shall receive a 2.0% education incentive.

Employees hired prior to 1/1/10 with an associate's degree are eligible to receive an education incentive of \$55.00 per month.

19.6 Deferred Compensation In March 2015, a deferred compensation program was enacted. The City began matching each participating member's deferred compensation contribution up to a specified amount. For 2018, 2019, 2020, and 2021 the City will match of up 3.0% of step 6 police officer wages.

Contributions are made directly in to the employee's deferred compensation account.

For an employee to receive the maximum annual City contribution, the employee must contribute at least the amount referenced above in each pay period.

19.7 Clothing and Equipment

19.7.1 Uniforms and protective clothing.

The Employer agrees to furnish and replace as necessary all required uniforms and protective clothing for all members covered by the bargaining agreement.

In addition, the Employer agrees to all cleaning and care of the uniforms and protective clothing required by the Employer. The complete list of issued equipment is attached.

City Issued Equipment:

Patrol Uniforms

- 3 Long Sleeve Shirts
 - 3 Short Sleeve Shirts
 - 3 Pants
 - 1 Uniform Hat with Badge and Cover(following completion of probation)
 - 1 Baseball Hat
 - 1 Uniform Ties
 - 1 Tie Bar
 - 1 Uniform Badge
 - 1 Uniform Jacket with removable fleece liner
 - 1 Uniform Jumpsuit (following completion of probation)
 - 1 Pair Gloves
- Name Tags provided on all items of clothing that require one

Patrol Equipment

- 1 Flashlight (with Charger)
- 1 Protective Ballistic Vest (see 19.7.5)
- 1 Duty Pistol
- 3 Magazines (for issued duty pistol)
- Duty Ammo Rounds (issued once per year)
- 1 Double Magazine Pouch
- 1 12 Gauge Shotgun
- 1 Uniform Pant Belt
- 1 Duty Pistol Belt
- 1 Holster
- 1 Handcuff Case
- 2 Handcuffs
- 1 Portable Radio (with case)
- 1 Defensive Spray Canister (with case)
- 4 Belt Keepers
- 2 Metal Citation Holders
- 1 Key Holder
- 1 Baton (with Holder)
- 1 Knife (with Case)

19.7.2 Loss and Destruction.

Employees shall be held accountable for all protective clothing or protective devices assigned to the employee by the Employer. Items of clothing or protective devices lost or destroyed shall be replaced by the Employer where said loss or destruction was incurred as a direct result of an occurrence not due to the employee's intentional act or negligence. Accountable items of clothing or protective devices assigned to an employee which are lost or mutilated as a direct result of the employee's negligence shall be replaced by the employee.

19.7.3 Cleaning

The Employer shall pay one hundred percent of the cost necessary to clean each employee's uniform and/or each detective's clothing through a cleaning service provided by the Employer.

19.7.4 Safety gear as required by law shall be provided by the Employer.

19.7.5.1 Protective Ballistic Vest

The City currently provides a protective ballistic vest to each officer as part of the uniform and equipment issue. It has been the City's practice to provide a vest rated at Threat Level II per NIJ standards from a City-selected vendor. It has also been the City's practice to repair and/or replace the vest and associated components if they become worn or damaged.

The City recognizes that the vests are items of personal wear and that it may benefit an officer to wear a vest other than the one that would be provided by the City. The City allows the purchase of a vest other than the standard issued vest by an officer. That vest must provide a minimum of Threat Level II protection. Any cost over the amount the City pays for the City-provided vest will be borne by the officer. That cost shall be the price, with tax and shipping, that the City incurs when purchasing the City-issued vest.

In June of each year, the City will select the brand, model, and vendor for the City- issued vest. This package price will establish the City's base line costs for the following twelve months. This total will also serve to establish the City's contribution if an officer chooses to obtain a vest other than that provided by the City.

Vests will be replaced five years after their issue date.

19.8 Uniformed police personnel and detectives shall receive a footwear allowance of \$200.00 per year plus tax and shipping charges.

19.9 Reasonable effort shall be made to accommodate the work schedule of interested employees to allow them to attend college level law enforcement or job-related courses.

19.10 The City agrees to furnish coffee supplies, tea, and hot chocolate for the bargaining unit employees, for breaks.

ARTICLE 20 - PROFICIENCY SYSTEM

20.1 Progression through the Proficiency levels of a salary range will be based upon the Employee's performance in conjunction with time in a job classification. Each Employee will be eligible for and receive an evaluation by their supervisor prior to the completion of the time in a job classification and proficiency level as specified in the following schedule:

Proficiency Levels

level 1	level 2	level 3	level 4	level 5	level 6
Normal	after	after	after	after	after
after	one	two	three	four	five
hire	year's	year's	year's	year's	year's
rate	service	service	service	service	service

20.2 To receive the Proficiency Level increase for which eligible, the Employee must perform at a satisfactory rate of improvement and maintain satisfactory performance through Level 6.

20.3 Proficiency level increases must be approved by the Police Chief and Mayor.

ARTICLE 21 - WORK STOPPAGES

21.1 The employer and the guild agree that the public interest requires efficient and uninterrupted performance of all City services and to this end pledge their best effort to avoid or eliminate any conduct contrary to this objective. Specifically, the Guild, for the duration of this Agreement, shall not cause or condone any work stoppage, including any strike, slowdown, refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with City functions by Employees under this Agreement and should same occur, the Guild agrees to take appropriate steps to end such interference. Any concerted action by an employee in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

ARTICLE 22 - INTERNAL INVESTIGATIONS

22.1 An employee who is the subject of an investigation shall be advised of the general nature of the investigation. To the extent reasonable under the circumstances, this information shall be provided at least eight hours prior to interview of the employee, unless the employee waives this requirement.

22.2 The interview shall be conducted in a professional manner. The employee's attorney or the Guild representative, but not both, may be present during the interview, but shall not be permitted to participate in the interview, except to the extent permitted by law.

22.3 Within five days of the completion of the investigation, the employee shall be advised of the results of the investigation. If the matter results in discipline to the employee, the employee is entitled to a copy of the investigative report upon request.

22.4 Lie detector tests shall only be administered as permissible by state or federal law.

22.5 Nothing contained in any of the above provisions shall restrict and/or limit the authority of the Chief of Police in the performance of the duties and responsibilities as the Chief Administrator of the Anacortes Police Department.

22.6 When an employee, whether on or off duty, uses 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 forty-

eight (48) hours after the incident except that promptly following the incident the employee shall verbally report to a superior any information necessary to secure evidence, identify witnesses, or apprehend suspects. The affected employee may waive the requirement to wait forty-eight (48) hours.

ARTICLE 23 - PSYCHOLOGICAL / MEDICAL EVALUATIONS

23.1 Initial Evaluation

23.1.1 No psychological or medical test will take place unless the City has reasonable suspicion to believe that an employee may be psychologically or medically unfit to perform their job. In such cases, the City may require that the employee be tested by a qualified doctor to determine the employee's fitness for duty. Such examination will be at the City's expense.

23.1.2 Any medical history of the employee which the examining doctor requests that is not relevant to the fitness for duty issue may not be given to the Employer. Except as provided herein, the Employer may not require the employee to waive the physician-client privilege as a condition of taking the examination.

23.1.3 Results of the Test. The doctor will issue a written report to the City and the employee. The report shall indicate whether the employee is fit or unfit for duty or requires modified work conditions. The report shall also indicate the reasons for the doctor's conclusion. If the doctor believes the employee is fit for duty but needs modified work conditions, the doctor will also indicate what modifications are necessary and the extent or duration projected of the modification. Except as provided herein, the doctor will keep confidential all data made available to him or her on a confidential basis.

23.2 Second Opinion. If the Guild believes that the conclusions of the doctor are in error, it may obtain a second examination from a qualified doctor at its own expense. The results of this examination shall be provided to the employee exclusively.

23.3 Medical Arbitration.

23.3.1 If after obtaining a second examination, the Guild wishes to challenge the assessment of the employee's fitness for duty, the Guild may submit the matter to medical arbitration.

23.3.2 The two doctors shall initially consult to see if they can reach agreement. If not, they shall mutually select a third qualified doctor who shall conduct an examination of the employee and review the reports prepared by the first two doctors. A determination of whether the employee is fit for duty shall be made by the third doctor and that determination shall be binding on all parties. The expense of the third doctor shall be split by the parties.

ARTICLE 24 - PERSONNEL RECORDS

24.1 Outside Inquiries. Upon receiving a request for all or part of a personnel file or internal investigation file, the affected employee shall be notified of the request. The employee shall be given three (3) working days to provide any reasons for not releasing the requested documents. If the City concludes that the documents should not be released, it will not release the documents and will provide a defense in court, if necessary. If the City concludes the documents should be released, it will so notify the affected employee. The documents will not be released until the employee has had a reasonable opportunity to prevent the release under RCW 42.56.540, at the expense of the Guild or the employee. The Guild will indemnify and hold harmless the City from

any damages or expenses incurred by the City as a result of a delay in the production of the records pursuant to this section.

24.2 Only one official personnel file shall be maintained for each employee. All relevant information shall be placed in that file. This does not preclude a supervisor from maintaining notes on an employee's job performance for evaluations purposes, or retaining information which is provided to the supervisor on a confidential basis, provided the request for the confidentiality was initiated by the complainant. Such confidential information shall not form the basis for discipline, but may be used for other purposes.

24.3 Employees shall not have any disciplinary action entered in their personnel file without having first read and signed the document. Should an employee refuse to sign, that fact shall be noted on the document and the document may be placed in the personnel file.

24.4 Bargaining unit members shall be provided copies of all performance or assignment-related changes.

24.5 As used herein, a "personnel file" shall be defined as any file pertaining to the employment status, work history, disciplinary records, or other personnel-related matters pertaining to bargaining unit members. It is further understood that the term "personnel file" as used herein does not include material relating to medical records, pre-appointment interview forms, payroll or life insurance documents, Internal Affairs files, or applicant background investigation documents such as, but not limited to, psychological evaluations and polygraph results.

ARTICLE 25 - PROTECTED SPEECH

25.1 Employer recognizes the right of employees to engage in protected free speech, provided, nothing herein restricts the right of the Employer to discipline employees for speech which is unprotected for any reason, including the content or manner of the speech.

ARTICLE 26 - TOBACCO POLICY

26.1 The City of Anacortes complies with all applicable federal, state, and local regulations regarding tobacco use in the workplace and provides a work environment that promotes productivity and the wellbeing of its employees. The use of tobacco in the workplace is now in violation of the law in the State of Washington. Accordingly, the use of smoking and smokeless tobacco products are restricted in all of its facilities.

Tobacco use is prohibited inside all City of Anacortes facilities, including City-owned buildings, vehicles, and offices or other facilities rented or leased by the City, including individual employee offices. The tobacco use policy applies to employees during working time and anytime in uniform. Smoking is only allowed in designated outside areas that are at least 25 feet from building entrances and exits, windows that open, and ventilation intakes. Employees are expected to exercise common courtesy and to respect the needs and sensitivities of coworkers with regard to the smoking policy. Smokers have a special obligation to keep smoking areas litter-free and not to abuse break and work rules. Employees who violate the policy may be subject to disciplinary action.

ARTICLE 27 - VOLUNTARY PHYSICAL FITNESS PROGRAM & SICK LEAVE BUY BACK PROGRAM

27.1 The City and the Guild recognize that a physically fit workforce can reduce illness and injuries requiring the use of sick leave. An additional sick leave buyback provides incentive to reduce the use of sick leave.

27.2 The City and Guild agree to utilize the WA State Criminal Justice Training Commission physical fitness standards as the basis for determining standards and criteria for the physical fitness incentive. It is understood that the WA State Criminal Justice Training Commission physical fitness standards may change over time and that the most current standards will be the basis of the evaluation. Employees are encouraged, but not required, to participate in the physical fitness assessment conducted by the department and shall be given the opportunity on duty to perform the test up to two times each year. Employees will be provided 60 day advance notice of the testing dates.

27.3 The three Physical Fitness events are push-ups, sit-ups, and a timed 1.5 mile run. The results from each event are assigned a score. The testing is normally performed in normal workout gear and running shoes.

27.4 Those employees who meet the standard in a given year shall receive a percentage of their accrued sick leave bought out at retirement. Each year that employees participate successfully in the program they earn an additional percentage of sick leave buyout. For example, an employee who earns 85% on the test for 10 years would have the ability to have 20% of the accrued sick leave bought out (10 years @ 2% benefit level). This benefit is in addition to the sick leave buyout provision upon retirement (Article 9).

Physical Fitness Score

Cumulative Score	Sick Leave Percentage Buyback at Retirement
90-112.4 points	1
112.5-134.9 points	2
135+ points	3

ARTICLE 28 - DRUG AND ALCOHOL TESTING

28.1 It is the intent of the City and the Guild to maintain a workplace that is free from the effects of drug and alcohol abuse. Therefore, no employee shall unlawfully manufacture, distribute, dispense, possess or use any illegal controlled substance or alcohol in any City workplace. Nor shall any employee report to work or work under the influence of alcohol or an illegal controlled substance.

Employees must report their use of over-the-counter or prescribed medications to the Police Chief if the use might impair their ability to perform their job safely and effectively. A determination will then be made as to whether the employee should be able to perform the essential functions of the job safely and properly.

Due to the nature of a Police Officer's duties, the Department takes a no-tolerance position on violations of this policy. A sustained finding will result in disciplinary action, up to and including dismissal. The department may also refer criminal charges on any employee found to have knowingly violated RCW 69.50.401.

Guild Members follow the city's drug and alcohol testing policies and procedures found in the most current personnel policies.

ARTICLE 29 - HARASSMENT

29.1 The parties recognize that the City has a strong policy prohibiting any form of sexual or other harassment by employees. The parties shall work together to ensure that no such harassment occurs. All employees are encouraged to report any incidents of harassment involving either themselves or other members of the bargaining unit.

ARTICLE 30 - RESERVE UNIT

30.1 The Guild and the City recognize the value of a viable Reserve unit in providing service to the community. It is understood that the Reserve unit is intended to supplement, and not replace, bargaining unit members. Guild members shall cooperate in training and working with Reserve officers. Reserve Officers will ride with and assist regular officers until they have obtained the classification of a First Class Reserve Officer. Upon becoming a First Class Reserve Officer, and having been approved by a review board, the Reserve Officer may then operate a patrol vehicle on his own.

30.2 In no event shall any bargaining unit member lose any of their regularly scheduled hours, be laid off and/or lose any overtime due to additional work being assigned to Reserve Officers.

30.3 Overtime assignments available to bargaining unit members shall continue to be made available to bargaining unit members. If no regular officers are available for an overtime assignment, then the City may use a First Class Reserve Officer on a patrol assignment.

30.4 Both the Guild and the City agree to avoid any interference in the Reserve program and/or the skimming of any regularly scheduled work and/or overtime work.

30.5 As of 2004, the Reserve Program is inactive. If the program is reinstated in the future the contract language will prevail.

ARTICLE 31 - ENTIRE AGREEMENT

31.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no express or implied statements, actions, or previously written or oral statement shall add to or supersede any of its provisions.

31.2 Both City and the Guild acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings

and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

31.3 Both City and the Guild, for the duration of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter even though such subjects or matters may not have been within the knowledge for contemplation of either or both of the parties at the time they negotiated or signed the Agreement.

31.4 Except as otherwise provided herein, nothing in this Agreement shall be construed as a waiver of the Guild's collective bargaining rights with respect to changes in matters which are mandatory subjects of bargaining under the law.

ARTICLE 32 - SAVINGS CLAUSE

32.1 If any term or provision of this Agreement is declared or adjudged by a court or administrative agency of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity will not impair or affect any other term or provision of this Agreement.

ARTICLE 33 - AGREEMENT DURATION

The Agreement shall be and remain in full force and effect from June 1, 2018 through December 31, 2021. All provisions herein are subject to existing laws and ordinances and any provision found to be in conflict shall be void.

SIGNED THIS 30th DAY OF MAY 2018.

ANACORTES POLICE SERVICES GUILD

BY:

GUILD PRESIDENT Chad Pruiett

BY:

GUILD VICE-PRESIDENT- Rob Leetz

CITY OF ANACORTES, WA

BY:

MAYOR Laurie M. Gere

BY:

ADMINISTRATIVE SERVICES
DIRECTOR Emily Schuh

BY:

CHIEF OF POLICE John Small

ATTEST:

CITY CLERK – TREASURER
Steve Hoglund

ADDENDUM A- 6/1/2018-12/31/2022 Wage Scale

June 1, 2018 Wage Schedule 2.5% Wage Increase (Employees in active employment status on the date that agreement is ratified receive a one time gross payment of \$750.00)

GRADE	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	Police Officer	5,589.26	5,840.78	6,103.62	6,378.28	6,665.30	6,998.57
14	Corporal	7,138.54	7,281.31				
15	Sergeant	7,556.13	7,801.70	8,055.26			
MONTHLY, HOURLY, OVERTIME, ANNUAL WAGES							
GRADE	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	MONTHLY	5,589.26	5,840.78	6,103.62	6,378.28	6,665.30	6,998.57
	HOURLY	32.25	33.70	35.21	36.80	38.45	40.38
	OVERTIME	48.37	50.55	52.82	55.20	57.68	60.56
	ANNUAL	67,071.18	70,089.38	73,243.40	76,539.35	79,983.62	83,982.81
14	MONTHLY	7,138.54	7,281.31				
	HOURLY	41.18	42.01				
	OVERTIME	61.78	63.01				
	ANNUAL	85,662.49	87,375.74				
15	MONTHLY	7,556.13	7,801.70	8,055.26			
	HOURLY	43.59	45.01	46.47			
	OVERTIME	65.39	67.51	69.71			
	ANNUAL	90,673.52	93,620.41	96,663.08			

2019 Wage Schedule 2.25% Wage Increase

GRADE	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	Police Officer	5,715.02	5,972.20	6,240.95	6,521.79	6,815.27	7,156.03
14	Corporal	7,299.16	7,445.14				
15	Sergeant	7,726.14	7,977.24	8,236.50			
MONTHLY, HOURLY, OVERTIME, ANNUAL WAGES							
GRADE	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	MONTHLY	5,715.02	5,972.20	6,240.95	6,521.79	6,815.27	7,156.03
	HOURLY	32.97	34.45	36.01	37.63	39.32	41.28
	OVERTIME	49.46	51.68	54.01	56.44	58.98	61.93
	ANNUAL	68,580.28	71,666.39	74,891.38	78,261.49	81,783.26	85,872.42
14	MONTHLY	7,299.16	7,445.14				
	HOURLY	42.11	42.95				
	OVERTIME	63.17	64.43				
	ANNUAL	87,589.90	89,341.69				
15	MONTHLY	7,726.14	7,977.24	8,236.50			
	HOURLY	44.57	46.02	47.52			
	OVERTIME	66.86	69.03	71.28			
	ANNUAL	92,713.68	95,726.87	98,838.00			

2020 Wage Schedule 2.5% Wage Increase

GRADE	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	Police Officer	5,857.90	6,121.50	6,396.97	6,684.84	6,985.65	7,334.94
14	Corporal	7,481.64	7,631.27				
15	Sergeant	7,919.29	8,176.67	8,442.41			
MONTHLY, HOURLY, OVERTIME, ANNUAL WAGES							
GRADE	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	MONTHLY	5,857.90	6,121.50	6,396.97	6,684.84	6,985.65	7,334.94
	HOURLY	33.80	35.32	36.91	38.57	40.30	42.32
	OVERTIME	50.69	52.97	55.36	57.85	60.45	63.48
	ANNUAL	70,294.78	73,458.05	76,763.66	80,218.03	83,827.84	88,019.23
14	MONTHLY	7,481.64	7,631.27				
	HOURLY	43.16	44.03				
	OVERTIME	64.74	66.04				
	ANNUAL	89,779.64	91,575.24				
15	MONTHLY	7,919.29	8,176.67	8,442.41			
	HOURLY	45.69	47.17	48.71			
	OVERTIME	68.53	70.76	73.06			
	ANNUAL	95,031.52	98,120.04	101,308.95			

2021 Wage Schedule 2.5% Wage Increase

GRADE	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	Police Officer	6,004.35	6,274.54	6,556.90	6,851.96	7,160.29	7,518.31
14	Corporal	7,668.68	7,822.05				
15	Sergeant	8,117.28	8,381.09	8,653.47			
MONTHLY, HOURLY, OVERTIME, ANNUAL WAGES							
GRADE	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	MONTHLY	6,004.35	6,274.54	6,556.90	6,851.96	7,160.29	7,518.31
	HOURLY	34.64	36.20	37.83	39.53	41.31	43.37
	OVERTIME	51.96	54.30	56.74	59.30	61.96	65.06
	ANNUAL	72,052.15	75,294.50	78,682.75	82,223.48	85,923.53	90,219.71
14	MONTHLY	7,668.68	7,822.05				
	HOURLY	44.24	45.13				
	OVERTIME	66.36	67.69				
	ANNUAL	92,024.13	93,864.62				
15	MONTHLY	8,117.28	8,381.09	8,653.47			
	HOURLY	46.83	48.35	49.92			
	OVERTIME	70.25	72.53	74.89			
	ANNUAL	97,407.31	100,573.05	103,841.67			

February 17, 2015 (updated 03/2018)

Memorandum of Understanding re. Implementation of Corporal Classification

This Memorandum of Understanding is between the City of Anacortes and the Anacortes Police Guild

Implementation of Corporal Classification

1) Minimum Qualifications to Test for the Corporal Classification

- a) 3 years of continuous employment as a commissioned police officer with APD or
- b) 2 years employment with APD plus a minimum of 2 years employment with another law enforcement agency as a commissioned officer.

2) Testing Process

- a) Written test. Weighted at 50%
- b) Oral board. Weighted at 50%
- c) Testing occurs separate from Sergeant testing process.

3) Appointment

- a) The position shall be a separate civil service classification. The testing process will be overseen by civil service in the same way the Sergeant's testing process is, and civil service will certify a ranked eligibility list based on of the scores of the above testing process.
- b) Chief appointment based off of the established Corporal eligibility list.
- c) The rule of three will apply.
- d) Following an appointment, the employee must successfully complete a 12 month probationary period. After which, removal from the position shall be consistent with the provisions of the collective bargaining agreement or the civil service rules.

4) Implementation of New Classification:

- a) Applicants for the Corporal position shall apply with civil service examiner to take the Corporal's written test. The test will occur following the ratification of the contract.
- b) Following the Corporal's written test, an oral board will be scheduled.
 - i) The makeup of the oral board will consist of two supervisory staff from other Law Enforcement agencies and one supervisory staff member from Anacortes PD.
- c) Four officers will be selected as Corporals, three in Patrol and one in Detectives.
- d) Shift bidding for the Corporals assigned to Patrol will take place separately from patrol officers in order of Corporal class seniority. Corporal class seniority will initially be determined based upon each Corporal's testing process score in relation to the other Corporals' scores when the Corporal position is first implemented. After this initial determination, Corporal class seniority will be based upon time in class as a Corporal. All Corporals will be assigned to Detective rotations in the future, consistent with the way Sergeants are assigned to Detectives.
- e) In the absence of a Sergeant and Corporal on a shift, the senior patrol officer will be assigned as the Lead Officer and will receive Corporal pay for those hours worked in that capacity.
- f) Until the Corporal position is implemented, the most senior Police Officer on duty shall be the Lead Officer in the absence of a Sergeant, and shall be compensated with the pay of a first step Sergeant for those hours worked.

5) Corporal Uniforms:

- a) Corporals will wear an insignia of two chevrons on their uniform sleeves. They will retain their Police Officer badges.
- b) Corporal's radio designation will be D-11 to D-14.

6) **Corporal Training:**

- a) Corporals, as first line supervisors, are required to obtain 40 hours of supervisory training. This can be accomplished through online training if the appropriate training is available and should be done within twelve months of appointment based on course availability.
- b) Corporals are eligible for specialized assignments included Field Training Officer, range instructor, EVOC instructor, or defensive tactics instructor. Corporals are not eligible for School Resource Officer or other full time specialty position other than Detective.

7) **Removal from Position:**

- a) Removal from the position shall be consistent with the provisions of the collective bargaining agreement and the civil service rules. A Corporal may not be removed or demoted without just cause.
- b) A Corporal may voluntarily step down from the position to a Police Officer position, retaining the same level of seniority he or she possessed as a Police Officer before accepting a Corporal promotion.

8) **Corporal Pay:**

- a) A new wage scale will be established for corporals.
- b) There will be two steps. Upon implementation of the 2018 collective bargaining agreement, the corporal wage scale in effect during 2017 will be increased by the same percent wage increase as all other members of the collective bargaining unit and the corporal classification wage schedule will no longer be tied to the top step police officer.

The City and Guild agree to address and resolve any issues that arise in the implementation of the corporal classification.

By _____
Chad Pruiett - President

By _____
Laurie M. Gere - Mayor

Emily Schuh – Admin Services Dir.

ATTEST:

By _____
Steve Hoglund - City Clerk

June 24, 2015 Revised 10/12/2017

Memorandum of Understanding re. Establishment of a Canine Unit

Memorandum of Understanding

This Memorandum of Understanding is between the City of Anacortes and the Anacortes Police Guild (Commissioned Employees)

Re: Establishment of a Canine Unit

POLICE CANINE OVERTIME

The parties recognize that care and grooming of canines can and will be performed on-duty. The parties agree that the officer assigned to the Canine Unit shall be authorized a maximum of 30 minutes per shift and a maximum of 30 minutes per day on non work days for a maximum of 3.5 hours per week at straight time for incidental care and grooming at the officer's home or other location other than Police Department. The officer assigned to the Canine Unit shall report use of these hours to their supervisor and the supervisor shall maintain accurate records for FLSA purposes.

Overtime and Callbacks exclusive of care, grooming, exercising, and matters related to the animal shall be covered by this Memorandum of Understanding. Officers assigned to the Canine Unit will not be eligible for the 30 minutes of incidental care and grooming while the canine is being kenneled at the City's expense.

POLICE CANINE UNIT SPECIALTY PAY

A Police Officer assigned to the Canine Unit shall receive Specialty Pay as described in Article 19.3.

Any callback assignment shall be deemed overtime and shall be paid according to Article 4 of the Collective Bargaining Agreement. Management reserves the right to reassign the officer from the canine assignment at any time that is necessary according to Article 14 of the Collective Bargaining Agreement.

An officer assigned to the Police Canine Unit shall assume the responsibility for the handling, training, and retraining of the canine assigned to the Officer, exclusive of the costs of required training done with the Training Contractor specified by the City.

The City shall pay all sums incurred by the officer, when prior approval is obtained from management, for care and maintenance of the animal. In addition, City shall pay for routine and emergency veterinary maintenance and care.

POLICE CANINE UNIT HOURS OF WORK

Except for scheduled training sessions, a Police Officer assigned to the Canine Unit works an 8.5 hour shift, except in emergency situations as defined by the Chief of Police or designee. The parties recognize a 14 day 7(k) work period.

Shift 8.5 hour power shift 1600 to 0030 on weeknights, 1800 to 0230 on Friday and Saturday with a two week rotation:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Off	1600-0030	1600-0030	1600-0030	1800-0230	1800-0230	Off
Off	1600-0030	1600-0030	1600-0030	1800-0230	Off	Off

The work year is based on 2080 hours. This above alternate schedule provides 2060 hours. The remaining 20 hours are due to the City by the year's end. The twenty hours shall be used for scheduling training and/or firearms qualifications. There will be no additional compensation for these 20 hours, since they are already built, into the salary schedule. If an employee has not used the 20 hours by years end, the time will be deducted from an employee's vacation balance.

CANINE UNIT ASSIGNMENT/REASSIGNMENT

An officer shall provide services to the City as a canine handler for a minimum of five (5) years. However, the term of assignment of a Police Officer assigned to the Canine Unit shall terminate upon the occurrence of any of the following events:

1. Termination of Police Officer's employment with the City.
2. Police Officer's suspension from City for thirty (30) or more days; or absence without leave for sixty (60) or more days.
3. Police Officer's voluntary change in assignment to the extent that the services or use of a canine are not required.
4. Police Officer's reassignment, upon request of employee or done by management, from the canine duty.
5. Promotion of the Police Officer to the rank of Corporal or Police Sergeant.

The term of assignment of a Police Officer assigned to the Canine Unit may terminate upon the occurrence of any of the following events:

1. Death of a canine.
2. Canine's disability to perform police work as determined by the Department.
3. Substandard performance by the Officer or Canine as determined by the discretion of the Chief.

CANINE UNIT EQUIPMENT

The City will provide the following equipment:

- 1 winter jumpsuit
- 1 summer jumpsuit
- 3 dog leads (various lengths)
- 1 Harness
- 1 Dog grooming equipment
- 1 Concrete pad (installed at officer home)
- 1 Kennel (installed at officer home)
- 1 Padlock for Kennel
- 1 Dog vest or harness
- 1 Training collar

By _____
Chad Pruiett, Anacortes Police Guild President

By _____
Laurie M. Gere, Mayor

By _____
Rob Leetz, Anacortes Police Guild Vice President

By _____
Emily C. Schuh, Admin Services

By _____
John Small, Chief

ATTEST:

By _____
Steve Hoglund, City Clerk.

Memorandum of Understanding re: WA Paid Sick Leave

The purpose of this Memorandum of Understanding between the City of Anacortes (the "City") and the Anacortes Police Services Guild (the "Guild") is to memorialize an agreement reached between the parties during labor negotiations.

Recital

Effective January 1, 2018, Washington State adopted a new statute that creates requirements applicable to all City employees regarding the accrual and use of paid sick leave (codified in the "WPSL"). The City has revised its Personnel Policies to comply with the WPSL, has adopted its revised policy with regard to all employees who are not represented by the Guild, and has presented the revised policy to the Guild. The Guild acknowledges the need for the City to implement revisions to its sick leave program to accommodate the WPSL, but would like to reserve the option to raise concerns about those changes at a future date. Accordingly, the parties have adopted this Memorandum to address the applicability of the City's revised personnel policy to Guild-represented employees, and to memorialize the Guild's ability to revisit that policy after 2018.

Agreement

Now, therefore, the parties agree as follows:

1. City Personnel Policy 702, Absences, which was adopted by the City Council on December 18, 2017, and is attached as Exhibit 1, will be adopted and apply as written to Guild-represented employees effective January 2018 with the exception of provisions regarding the sick leave cash out upon retirement (section 3(e)), which for commissioned officers will be governed by section 9.2 of the commissioned collective bargaining agreement. The retirement cash out provisions of Section 3(e) of Policy 702 will apply for employees covered by the non-commissioned bargaining agreement.

2. If, beginning in 2019, the Guild wishes to revisit items in Policy 702 regarding WPSL, the corresponding City Paid Sick Leave described in the policy, and/or changes to the leave balances eligible for donation through the Leave Share Program (Section 11), it may reopen negotiations solely for that purpose. Policy 702 will remain in effect for Guild-represented employees during any such negotiations.

Signed and Dated this _____ day of _____, 2018.

City of Anacortes	The Anacortes Police Services Guild
<hr/> By: Laurie M. Gere Mayor	<hr/> By: Chad Pruiett FOP Guild President