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- The public may also watch, listen to, or participate in the meeting live by visiting <https://us02web.zoom.us/j/89255646791> or by telephoning 1-253-215-8782 and entering Meeting ID 892 5564 6791.
- The public is encouraged to comment via email to cityclerk@cityofanacortes.org or via written comment addressed to City Clerk, P.O. Box 547, Anacortes, WA 98221. Public comments received by the [City Clerk](#) prior to 3:00 p.m. the day of the meeting will become part of the record for the meeting, just as if presented in person.
- Complete guidelines for virtual participation in Anacortes City Council meetings are available [here](#). View the quick video example for connecting to the meeting [here](#).



Anacortes City Council

Municipal Building Council Chambers

904 6th Street

**** Attendees in Council Chambers must comply
with [Dept. of Health orders](#) ****

**January 18, 2022
6:00 PM**

PRELIMINARY AGENDA

[Packet Materials](#) / [Watch Meeting](#)

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Finance Committee (Discussion)
 - b. Housing Affordability and Community Services Committee (Discussion)
 - c. Public Works Committee (Discussion)
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of January 10, 2022 (Action)
 - b. Approval of claims in the amount of \$678,007.14 (Action)
6. **Public Hearings**
 - a. * Ordinance 4004: An Ordinance Amending AMC Ch. 3.93 Impact Fees to Specify Fee Assessment Limitations and Add Fee Exemptions for Early Learning Facilities (Action)
7. **Other Business**
 - a. Resolution 3066: Collective Bargaining Agreement with Teamsters Union Local 231 (Action)
 - b. Resolution 3067: Collective Bargaining Agreement with Anacortes Police Services Guild Non Commissioned Employees (Action)
 - c. Resolution 3068: Collective Bargaining Agreement with International Association of Firefighters Local 1537 (Action)

Per Resolution 3051, citizens wishing to comment on items not on the agenda may do so under Public Comment. Citizens wishing to comment on items indicated with an asterisk () may do so as those items are considered by Council during the course of the meeting.*

The City of Anacortes is committed to making public meetings available and accessible to all members of the community.
For assistance with special needs, please contact the City Clerk at 360-299-1960 in advance of the meeting.

- d. * Resolution 3071: Legislative Priorities 2022 (Discussion/Possible Action)
- 8. **Adjournment**

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Anacortes City Council Minutes - January 10, 2022

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of January 10, 2022 at 6:00 p.m. Councilmembers Jeremy Carter, Ryan Walters, Anthony Young, Christine Cleland-McGrath, Carolyn Moulton and Amanda Hubik were present. Councilmember Bruce McDougall participated in the meeting remotely via Zoom.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Mayor Miller removed Item 8b from the agenda.

Closed Session: Collective Bargaining topics per RCW 42.30.140(4)(b)

Mayor Miller announced that City Council would convene in closed session for no more than 30 minutes to discuss collective bargaining strategy, per RCW 42.30.140. He advised that the regular meeting would reconvene at 6:30 p.m. with no action having been taken. At approximately 6:30 p.m. the Mayor called the regular meeting back to order.

Announcements and Committee Reports

Mayor Miller thanked staff for extra effort to pick up extra trash following the snow event the last week of December.

Mayor Miller encouraged the community to participate in the National Day of Service in honor of Dr. Martin Luther King, Jr. on January 17, 2022. He reminded that the City Council meeting would occur on January 18 to allow observance of the holiday on Monday.

COVID-19 Update

Mayor Miller shared current case statistics and vaccination progress for Skagit County. He shared an update from Island Hospital regarding the recent sharp spike in case counts.

Resolution 3070: Appointment of Councilmembers to Committees

Mayor Pro Tem Anthony Young introduced Resolution 3070 confirming his appointments of councilmembers to City Council committees for 2022-2023. City Attorney Darcy Swetnam reviewed the provisions of the Open Public Meetings Act that pertain to committee meetings, all of which must involve no more than three councilmembers. Councilmembers discussed the concept of alternate committee members and how best to keep the entire Council and the public informed on the work of each committee.

Mr. Hoglund noted that the purpose identified in the draft resolution for the Finance Committee did not reflect the current assignments for that committee. He suggested rewording its purpose as follows: "To make recommendations on the municipal budget, capital facilities financing, and ~~to approve transactions as authorized by municipal code.~~ other financing transactions, policies and status."

RYAN WALTERS moved, seconded by CAROLYN MOULTON, to adopt Resolution 3070 with two changes from the draft presented: 1) remove any reference to alternate members for standing committees, and 2) change the Finance Committee purpose as proposed by Mr. Hoglund. Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDUGALL, AMANDA HUBIK. Nays - None. Result: Passed

Personnel Committee

Ms. Cleland-McGrath reported from the Committee meeting held the previous week. The topics discussed included bargaining unit negotiations, salary schedules for non-represented employees, COVID policies, and recruitment to fill vacant positions.

Planning Committee

Ms. Moulton reported from the Committee meeting held earlier in the evening. The topics discussed included the Shoreline Master Program update, the New Wilson Hotel loan to the Anacortes Housing Authority, and Fully Contained Communities proposed in Skagit County.

Public Comment

Mayor Miller invited the public to comment on any item not on the agenda. No one present wished to address the Council on any topic not already on the agenda.

Consent Agenda

Mr. Young moved, seconded by Mr. Carter, to approve the following Consent Agenda items. The motion carried unanimously by voice vote.

- a. Minutes of January 3, 2022
- b. Approval of claims in the amount of \$883,584.78
The following vouchers/checks were approved for payment:
EFT numbers: 102142 through 102177 and 102188 through 102191, total \$244,408.88
Check numbers: 102178 through 102187 and 102192, total \$625,264.89
Wire transfer numbers: 296510 through 296726, total \$21,968.93
- c. Contract Award: Wastewater Industrial Users Survey and Industrial Sewer Rate Analysis #21-226-SEW-001
- d. Interlocal Agreement: Housing Action Plan Implementation Funding Grant #22-033-PLN-001
- e. Contract Award: Housing Action Plan #22-033-PLN-002

PUBLIC HEARINGS

Ordinance 4004: An Ordinance Amending AMC Ch. 3.93 Impact Fees to Specify Fee Assessment Limitations and Add Fee Exemptions for Early Learning Facilities

Planning Manager Libby Grage introduced Ordinance 4004. Ms. Grage summarized the ordinance and the rationale for adopting it following changes in State legislation. Ms. Grage's slide presentation was added to the packet materials for the meeting.

Mayor Miller invited members of the audience to comment on this agenda item. No one present wished to address the Council.

The Mayor left the public hearing open until the ordinance came back to Council for action at the January 18, 2022 meeting.

Ordinance 4008: An Interim Ordinance Extending Ordinance 3091, an Interim Ordinance to Facilitate the Development of Daycare II Facilities in the R4 Use Zone

Planning Director Don Measamer introduced Ordinance 4008. He explained the reason for the extension, referring to the packet materials for this agenda item. He recommended approval of the ordinance.

Mayor Miller invited members of the audience to comment on this agenda item. No one present wished to address the Council. Mayor Miller closed the public hearing.

CAROLYN MOULTON moved, seconded by BRUCE MCDOUGALL, to approve Ordinance 4008 as presented. Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Result: Passed

OTHER BUSINESS

Access Anacortes Fiber Internet Update

Administrative Services Director Emily Schuh provided the regular monthly update on Access Anacortes Fiber Internet. Ms. Schuh's slides were added to the packet materials for the meeting. Ms. Schuh responded to councilmember questions and comments about construction progress and funding options.

Mayor Miller invited members of the audience to comment on this agenda item. No one present wished to address the Council.

Contract Modification: Municipal Broadband Network – 2021 Westside Backbone Expansion #21-094-FBR-001

Mayor Miller removed this item from the agenda.

Contract Award: Fire Ladder Truck Purchase #22-031-AFD-001

Assistant Fire Chief Jack Kennedy requested City Council consent to issue a Purchase Order in the amount of \$1,622,009.98 to Hughes Fire Equipment Inc. for the purchase of a ladder truck for the Fire Department. Chief Kennedy reviewed the packet materials explaining the purchase. He recommended approving the Purchase Order.

ANTHONY YOUNG moved, seconded by AMANDA HUBIK, to authorize the Mayor to sign Contract 22-031-AFD-001 with Hughes Fire Equipment Inc. in the amount of \$1,622,009.98 for the purchase of a ladder truck for the Fire Department. Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Result: Passed

Contract Award: Vector Sewer Truck Purchase #22-038-ERR-001

Public Works Director Fred Buckenmeyer requested City Council consent to issue a Purchase Order in the amount of \$497,923.05 to Owen Equipment Company for the purchase of a Vector Sewer Truck. Mr. Buckenmeyer reviewed the rationale for the purchase. His slide presentation was added to the packet materials for the meeting.

CAROLYN MOULTON moved, seconded by JEREMY CARTER, to authorize the Mayor to sign Purchase Order 22-038-ERR-001 with Owen Equipment Company in the amount of \$497,923.05 for the purchase of a Vector Sewer Truck. Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Result: Passed

Housing Affordability and Community Services Committee Report on Unmet Community Service Needs

The HACS Committee reported to Council on its work to identify the social service needs of city residents in financial, emotional, or mental health crisis and develop a plan to strengthen and ensure those services or resources are provided by city or third-party providers. The committee's extensive slide presentation was added to the packet material for the meeting.

Mayor Miller invited members of the audience to comment on this agenda item. No one present wished to address the Council.

Adjournment

There being no further business, at approximately 8:30 p.m. the Anacortes City Council meeting of January 10, 2022 was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the January 18, 2022 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
297120	10/28/2021	94130657	ESRI INC	ARCGIS SOFTWARE MAINTENANCE	\$ 22,639.12	pw1
297112	11/5/2021	11-5-21	SIGNATURE TREE SERVICE	RESERVOIR TREE REMOVAL AND BRANCH TRIMMING	\$ 1,985.60	pw1
297143	11/18/2021	2900	WELCH BROTHERS CONSTRUCTION	FIDALGO AVENUE EMERGENCY REPAIRS	\$ 59,096.79	pw1
297090	11/30/2021	202626	INFOSEND, INC.	NOVEMBER 2021 PROCESSING	\$ 3,614.61	finance
296877	12/1/2021	045-362672	TYLER TECHNOLOGIES, INC	TYLER SOFTWARE SUPPORT 1/1/22-12/31/22	\$ 90,022.12	infosys
297155	12/3/2021	200000667218	PUGET SOUND ENERGY INC	LIBRARY 10TH & M ST 12/2-1/3/2022	\$ 20.52	publib
296809	12/4/2021	22003887	WASHINGTON STATE PATROL	WSP BACKGROUND CHECK 12/14	\$ 11.00	parks1
296997	12/8/2021	220021901958	PUGET SOUND ENERGY INC	TSUNAMI SIRENS SKYLINE 11/5-12/7/2021	\$ 10.89	finance
296876	12/9/2021	114649	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 162.00	finance
296863	12/18/2021	ReimbPearce	PEARCE, ERIC	WORK BOOTS, E. PEARCE, 2021	\$ 130.55	dshop
296776	12/20/2021	5966	FIRE SERVICE REPAIR, LLC	3" S/S G2 FIELD SERVICE KIT	\$ 245.93	dshop
296734	12/21/2021	169689	BLADE CHEVROLET, INC	TROUBLE SHOOT VEH #030	\$ 661.35	dshop
296796	12/21/2021	026P28057	DOBBS PETERBILT - MARYSVILLE	STEERING GEAR LOWER	\$ 3,052.79	dshop
297004	12/21/2021	BC1512281	GALLS, LLC.	CAPTAINS' BADGES	\$ 386.78	medic
297123	12/21/2021	12802441	HACH COMPANY	COLORIMETER CASE	\$ 259.22	dwtpt
297001	12/22/2021	BC1513826	GALLS, LLC.	EMBROIDERED NAMETAGS - SWAIN	\$ 59.41	medic
296961	12/23/2021	1907613	MILES SAND & GRAVEL CO.	UTILITY SAND	\$ 216.29	dshop
296962	12/23/2021	1907612	MILES SAND & GRAVEL CO.	SAND - SNOW & ICE CONTROL	\$ 1,132.83	dshop
297142	12/24/2021	0176678	GEOENGINEERS, INC.	ON-CALL ENVIRONMENTAL SERVICES CONSULTANT - SUNSET BEACH LANDSLIDE EVALUATION	\$ 1,609.50	parks1
296870	12/27/2021	12811746	HACH COMPANY	OPERATING SUPPLIES	\$ 423.28	dwtpt
296963	12/27/2021	1907641	MILES SAND & GRAVEL CO.	BUILDING SAND SNOW & ICE CONTROL	\$ 2,956.10	dshop
297145	12/27/2021	2021-777	PUBLIC SAFETY TESTING, INC	2021 PRE-EMPLOYMENT TESTING SERVICES FOR POLICE AND FIRE - OCT-DEC 2021	\$ 672.00	hr
296964	12/28/2021	1907673	MILES SAND & GRAVEL CO.	SAND, SNOW & ICE CONTROL	\$ 2,687.36	dshop
297032	12/28/2021	19727	SEASIDE AUTO BODY	REPAIRS VEH 182	\$ 1,420.53	dshop
296951	12/28/2021	1950	THE CLEAN TEAM	FACILITY JANITORIAL CITY HALL/ASAC	\$ 510.00	pwfac
297115	12/29/2021	FB-1793	CITY OF MOUNT VERNON	DARK FIBER	\$ 350.00	fiber
297079	12/29/2021	1060920	FERGUSON ENTERPRISES, INC	5/8 SRII BLAC PLA BTM PLT	\$ 186.18	wdist
297088	12/29/2021	17320	SKAGIT PUBLISHING LLC	PUBLISH AA-182777	\$ 211.12	finance
297092	12/29/2021	17321	SKAGIT PUBLISHING LLC	PUBLISH AA-184156	\$ 101.50	finance
297093	12/29/2021	17322	SKAGIT PUBLISHING LLC	PUBLISH AA-184707	\$ 40.60	finance
297094	12/29/2021	17323	SKAGIT PUBLISHING LLC	PUBLISH AA-184712	\$ 44.66	finance

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297095	12/29/2021	17324	SKAGIT PUBLISHING LLC	PUBLISH AA-185035	\$ 105.56	finance
297126	12/30/2021	BI-0351388	BECKWITH & KUFFEL	BEARINGS X 4	\$ 1,152.93	dwtpt
296794	12/30/2021	78801	LOGGERS & CONTRACTORS SUPPLY	GRADER BLADE, PLOW NUT & BOLTS- #414	\$ 1,004.35	dshop
296782	12/30/2021	0278697-IN	REISNER DISTRIBUTOR INC	BIO KLEEN, CLEAR DIESEL	\$ 34.87	dshop
296797	12/30/2021	ES-1121-02	SKAGIT COUNTY AUDITOR'S OFFICE	ELECTION SVCS FOR 11/2/2021 GENERAL ELECTION	\$ 6,291.99	finance
296802	12/31/2021	LTAC VIC INV #4	ANACORTES CHAMBER OF COMMERCE	LTAC CHAMBER VIC 4TH QTR PAYMENT	\$ 15,650.00	plan
296803	12/31/2021	LTAC Chamber #5	ANACORTES CHAMBER OF COMMERCE	LTAC CHAMBER EXPERIENCE INV. #5	\$ 65,405.72	plan
296878	12/31/2021	LTAC 2021 Xmas Tree	ANACORTES CHAMBER OF COMMERCE	LTAC CHAMBER 2021 CHRISTMAS TREE	\$ 26,455.98	plan
296947	12/31/2021	CDBG AFC Inv #1	ANACORTES FAMILY CENTER	CDBG PUBLIC SERVICES AFC INVOICE #1 2021	\$ 8,494.86	plan
296866	12/31/2021	LTAC AFM #1	ANACORTES FARMERS MARKET	LTAC AFM PAYMENT	\$ 6,569.71	plan
296932	12/31/2021	LTAC Museum Inv #1	ANACORTES MUSEUM FOUNDATION	LTAC MUSUEUM BILL MITCHELL MURAL INVOICE 1	\$ 6,872.66	plan
296931	12/31/2021	LTAC AMP INV #2	ANACORTES MUSIC PROJECT	LTAC AMP 2021 AWARD	\$ 6,001.00	plan
297128	12/31/2021	1422-YI0	BLYTHE PLUMBING & HEATING, INC	WWTP HVAC PREVENTATIVE MAINTENANCE FOR THE MONTH OF OCTOBER 2021.	\$ 714.82	pw1
296807	12/31/2021	381	BUBBA SUDZ CAR WASH, INC.	DECEMBER CAR WASH- 3	\$ 30.00	dshop
297009	12/31/2021	05-1221ANCTWQAP	CONFLUENCE ENGINEERING GROUP L	CITY OF ANACORTES WATER QUALITY ASSESSMENT PROJECT - 12/1-12/31/21	\$ 16,116.00	dwtpt
296999	12/31/2021	INT-000067	DEPARTMENT OF ECOLOGY	WTP DEMO MATTER NO. 96 8/1-12/31/2021	\$ 13,362.30	legal
297131	12/31/2021	43004	DIMENSIONAL COMMUNICATIONS INC	OPS CONFERENCE ROOM AV SYATEM UPGRADE	\$ 7,570.52	pwfac
297106	12/31/2021	98051638	ECO SERVICES OPERATIONS CORP	ALUMINUM SULFATE	\$ 4,687.58	dwtpt
297087	12/31/2021	2810156	FOSTER GARVEY PC	HUMAN RESOURCES MATTER NO. 32	\$ 1,181.50	legal
297091	12/31/2021	204371	INFOSEND, INC.	DECEMBER 2021 PROCESSING	\$ 3,677.71	finance
296950	12/31/2021	9020577002	LANGUAGE LINE SERVICES, INC	COURT TELEPHONE INTERPRETOR SERVICES	\$ 22.83	court
297030	12/31/2021	3093651327	LEXISNEXIS	LEGAL ON-LINE RESEARCH DECEMBER 2021	\$ 332.93	legal
296779	12/31/2021	MVCS0339475	N C MACHINERY COMPANY	SET OF EDGES VEH #414	\$ 234.10	dshop
296945	12/31/2021	21-116-ERR-0011	N C POWER SYSTEMS CO	RETAINAGE RELEASE	\$ 2,467.85	pw1
297144	12/31/2021	1221	NELSON, BONNIE	AGING MASTERY PROGRAM ADMINISTRATION 2021 - DECEMBER 2021	\$ 362.50	finance
297118	12/31/2021	IN944039	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - DECEMBER 2021	\$ 5,541.74	fiber
297138	12/31/2021	IN944044	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - DECEMBER 2021	\$ 13,481.92	fiber
297140	12/31/2021	28629	ORCA INFORMATION, INC	BACKGROUND CHECKS	\$ 347.00	hr
296938	12/31/2021	21-231-SEW-0011	PACIFIC NORTHWEST SCALE	RETAINAGE RELEASE	\$ 85.00	pw1
297008	12/31/2021	39295	PACIFIC SECURITY	SECURITY DETAIL COURT DECEMBER 2021	\$ 525.00	court

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296856	12/31/2021	10335	PETDATA, INC	PETDATA LICENSING FEES DEC	\$ 2,595.60	finance
297081	12/31/2021	2021 Q4-Ana	SKAGIT COUNTY DEM	4TH QTR SHARED COSTS	\$ 12,890.94	medic
296795	12/31/2021	INV00693075	SMARSH, INC	TEXT ARCHIVING PLATFORM 12/1-12/31/2021	\$ 182.96	infosys
297134	12/31/2021	PAY APP 4	TRINITY CONTRACTORS, INC	GRAND VIEW CEMETERY EXPANSION - PHASE 2 - PERIOD ENDING 12/31/21	\$ 22,848.00	parks1
297028	12/31/2021	COURT & BUILDING FEE	WASHINGTON STATE TREASURER	COURT & BLDG FEES TO STATE - QTR 4	\$ 19,630.12	finance
296867	12/31/2021	130599	WASTE TECHNOLOGY SERVICES, INC	MAINTENANCE WWTP HG MOD	\$ 1,136.50	dwwtp
296958	1/1/2022	052-0010-00	CITY OF ANACORTES	OPS 12/1-12/31/21	\$ 1,407.03	dshop
296798	1/1/2022	239030	SCOTT RICHARDS INSURANCE, INC	CONTRACTOR EQUIPMENT INSURANCE-ADD RC MOWER	\$ 381.00	finance
296778	1/1/2022	130245	VENTEK INTERNATIONAL	MONTHLY HOSTING FEE 1/1-1/31/2022	\$ 135.00	parks1
296874	1/1/2022	1394457-0043-8	WASTE MANAGEMENT	DECEMBER 2021 CONTRACTED SERVICES	\$ 118,457.65	finance
297105	1/1/2022	2335901-0043-1	WASTE MANAGEMENT	TRASH, RECYCLING PICKUP 12/1/21-12/31/21	\$ 182.61	dwwtp
297109	1/1/2022	102958801-0009242	WAVE	DEDICATED INTERNEET ACCESS 1/1-1/31/2022	\$ 1,469.82	fiber
297110	1/1/2022	102853701-0009242	WAVE	DEDICATED INTERNET ACCESS 1/1-1/31/22	\$ 1,469.82	fiber
296800	1/2/2022	8498 30 017 0319913	COMCAST	LIBRARY INTERNET ACCESS 1/9-2/8/22	\$ 185.14	fiber
296965	1/3/2022	1907768	MILES SAND & GRAVEL CO.	SAND FOR SNOW & ICE CONTROL	\$ 929.39	dshop
296789	1/3/2022	12P5671	MOTOR TRUCKS, INC	PARTS- #608	\$ 2,348.45	dshop
296784	1/3/2022	300000290043	PUGET SOUND ENERGY INC	STREET LIGHTS 11/2/21 - 12/2/21	\$ 23,081.41	dshop
297154	1/3/2022	200000666863	PUGET SOUND ENERGY INC	LIBRARY 10TH STREET LED 12/2-1/3/2022	\$ 9.82	publib
296860	1/4/2022	9166689060	GRAINGER	MAINTENANCE SUPPLIES	\$ 22.81	dwwtp
296861	1/4/2022	9167248955	GRAINGER	MAINTENANCE SUPPLIES	\$ 403.78	dwwtp
296864	1/4/2022	9167248948	GRAINGER	PIPE INSULATION	\$ 940.20	dwwtp
297117	1/4/2022	9324985162	GRAYBAR ELECTRIC COMPANY, INC	FIBER OPTIC SPLICE CASES	\$ 2,965.67	fiber
297121	1/4/2022	12819600	HACH COMPANY	TITRATOR SERVICE AND REPAIR	\$ 1,346.10	dwwtp
296993	1/4/2022	1164506	LIFE ASSIST, INC	MEGAMOVERS, SHARPS CONTAINERS, RESUSCITATORS, BP CUFFS	\$ 920.99	medic
296790	1/4/2022	12P5891	MOTOR TRUCKS, INC	BRAKE SHOE- #609	\$ 167.20	dshop
296787	1/4/2022	247135	NAPA	LAMP #170	\$ 48.94	dshop
296788	1/4/2022	247176	NAPA	TURN SIGNAL LIGHT SOCKET, LIGHT #170	\$ 23.81	dshop
296805	1/4/2022	239102	SCOTT RICHARDS INSURANCE, INC	CONTRACTOR EQUIP INS. ADD MOBILE READER BOARD/CHNG VALUES	\$ 283.00	finance
297083	1/4/2022	143288754	ULINE, INC.	STACKABLE MED STORAGE BINS	\$ 231.06	medic
297014	1/4/2022	16145874	WASHINGTON STATE DEPARTMENT	2022 ANNUAL PARTICIPATION FEE FOR WA STATE SURPLUS PROGRAM	\$ 600.00	apd
297017	1/4/2022	22003831	WASHINGTON STATE PATROL	BACKGROUND CHECKS; DECEMBER 2021	\$ 185.50	apd

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
296791	1/5/2022	cpls	DEPARTMENT OF LICENSING	CPLS TO D.O.L.; DECEMBER 2021	\$ 471.00	apd
296955	1/5/2022	812-22811	GCR TIRES & SERVICES	TIRE REPAIR #304	\$ 32.64	dshop
296862	1/5/2022	9168223767	GRAINGER	MAINTENANCE SUPPLIES	\$ 29.02	dwwtp
296865	1/5/2022	9169150605	GRAINGER	MAINTENANCE SUPPLIES	\$ 52.61	dwwtp
297160	1/5/2022	13344	NORTHWEST CLEAN AIR AGENCY	2022 LOCAL ASSESSMENT - PER CAPITA FEE	\$ 6,240.50	finance
296733	1/5/2022	January	SKAGIT LAW GROUP, PLLC	PROSECUTING ATTORNEY SERVICES JAN 2022	\$ 6,560.00	legal
297096	1/5/2022	17529	SKAGIT PUBLISHING LLC	PUBLISH AA-188085	\$ 138.04	finance
297097	1/5/2022	17530	SKAGIT PUBLISHING LLC	PUBLISH AA-188332	\$ 56.84	finance
296953	1/5/2022	7207345-00	WESTERN EQUIPMENT, C/O TURFSTAR	HOOD ASM, SCREEN TOP, SCREEN REAR #706	\$ 3,725.71	dshop
297025	1/6/2022	AN 872910	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCE	\$ 93.74	medic
296941	1/7/2022	053-4114-01	DONOHUE, D RYAN	UB REFUND CST #052963	\$ 22.27	finance
297085	1/7/2022	WAANA139013	FASTENAL COMPANY	SAFETY GLASSES, BATTERIES	\$ 29.92	medic
297013	1/7/2022	020152341	GALLS, LLC.	UNIFORM INSIGNIA; CHIEF FLOYD	\$ 50.05	apd
297007	1/7/2022	1200401439	HDR ENGINEERING, INC	PUMP STATION REDUNDANCY AND RESILIENCY STUDY - 11/21 - 12/25/21	\$ 1,974.40	pw1
297139	1/7/2022	1200401406	HDR ENGINEERING, INC	COMBINED SEWER OVERFLOW PUMP STATION DESIGN - 11/21/21-12/25/21	\$ 6,932.52	pw1
297003	1/7/2022	90506	MCCULLOUGH HILL LEARY, PS	A AVENUE LANDFILL MATTER NO. 200	\$ 1,117.50	legal
297011	1/7/2022	907865	MONAHAN, MARTIN	HOLIDAY LIGHTS STREET SET UP 2021	\$ 5,200.00	plan
296960	1/7/2022	12P6159	MOTOR TRUCKS, INC	SENSOR PR #2921	\$ 64.50	dshop
297100	1/7/2022	247619	NAPA	LAMP VEH #195	\$ 41.32	dshop
297113	1/7/2022	196878	OASYS INC	PLOTTER CHARGE BASE AND CONTRACT 1/9/22 - 2/8/22	\$ 79.38	pw1
297136	1/7/2022	1720007263	PATEL DDS, RAMAN	DENTAL SERVICES - LEOFF1 RETIREE	\$ 758.00	hr
296946	1/7/2022	072-7040-01	PERRY, ROBERTA	UB REFUND CST #059218	\$ 150.91	finance
296942	1/7/2022	250-1620-01	PRIMAVERA, THOMAS	UB REFUND CST #054674	\$ 145.26	finance
296994	1/7/2022	220013286525	PUGET SOUND ENERGY INC	HEART OF ANACORTES 12/8-1/6/2022	\$ 146.10	plan
296998	1/7/2022	220021901958	PUGET SOUND ENERGY INC	TSUNAMI SIREN SKYLINE 12/8-1/6/2022	\$ 10.89	dwwtp
297015	1/7/2022	220013286491	PUGET SOUND ENERGY INC	APD 12/8-1/6/22	\$ 2,194.30	apd
297080	1/7/2022	220015523313	PUGET SOUND ENERGY INC	501 Q AVE 12/8/21 - 1/6/22	\$ 85.49	dshop
296957	1/7/2022	114768	WALTON BEVERAGE COMPANY, INC	OPS BREAKROOM SUPPLY	\$ 246.00	dshop
296995	1/7/2022	114767	WALTON BEVERAGE COMPANY, INC	AFD BREAKROOM SUPPLIES	\$ 106.50	medic
297104	1/7/2022	114770	WALTON BEVERAGE COMPANY, INC	WTP BREAKROOM SUPPLIES	\$ 111.00	dwwtp
296940	1/7/2022	190-0720-04	WOOLWORTH, RONALD	UB REFUND CST #052033	\$ 200.00	finance
297101	1/8/2022	247631	NAPA	LAMPS VEH #195	\$ 41.32	dshop
296996	1/9/2022	220013297076	PUGET SOUND ENERGY INC	1100 STATE ROUTE 20 12/9-1/7/2022	\$ 16.08	plan
297077	1/9/2022	220013297498	PUGET SOUND ENERGY INC	CASINO DRIVE UNDER TWIN BRIDGES 12/9/21 - 1/7/22	\$ 26.66	dshop

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
297151	1/9/2022	200000667101	PUGET SOUND ENERGY INC	LIBRARY 1220 10TH 12/9-1/7/2022	\$ 2,827.16	publib
297020	1/10/2022	INV-000955	DEPARTMENT OF ECOLOGY	WTP DEMO MATTER NO. 96	\$ 3,706.28	legal
297116	1/10/2022	12826711	HACH COMPANY	SPECTROPHOTOMETER SERVICE AND REPAIR	\$ 1,363.48	dwtp
297026	1/10/2022	1166221	LIFE ASSIST, INC	DUAL LUMEN NIBP TUBING ASSEMBLY	\$ 367.05	medic
297027	1/10/2022	1166224	LIFE ASSIST, INC	ZOLL PAPER & ELECTRODES, EXAM GLOVES, TOURNIQUETS, MASKS, SHEARS	\$ 3,773.58	medic
297082	1/11/2022	INV2409881	COPIERS NORTHWEST, INC	CANON/IRC5560I FINANCE/OPS/WWTP 12/8-1/7/2022	\$ 331.64	finance
297086	1/11/2022	2022-000041	VENDNOVATION, LLC	ANNUAL SOFTWARE SUBSCRIPTION 2/2022 - 1/2023 - MED VENDING MACHINE	\$ 1,305.60	medic

Total **\$678,007.14**



City Council Agenda Bill

Meeting Date: January 18, 2022 **Agenda Item:** 6.a.

Agenda Item Title: Ordinance 4004: An Ordinance Amending AMC Ch. 3.93 Impact Fees to Specify Fee Assessment Limitations and Add Fee Exemptions for Early Learning Facilities

Staff Contact(s): LIBBY GRAGE

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
LIBBY GRAGE	Public Hearing
DON MEASAMER	

Item Summary: [Substitute House Bill 1331](#), passed during the 2021 legislative session, amended [RCW 82.02.060](#). The Bill limits impact fees assessed for early learning facilities to no more than that imposed on commercial retail or commercial office development activities with a similar number, volume, type and duration of vehicle trips. It also authorizes local governments to provide impact fee exemptions for early learning facilities, if desired.

"Early learning facility" means a facility providing regularly scheduled care for a group of children one month of age through twelve years of age for periods of less than twenty-four hours.

Attached Ordinance 4004 would amend AMC 3.93 Impact fees to address SHB 1331, including adding a new impact fee exemption for early learning facilities meeting certain criteria.

Budget Impact:

If adopted, use of the exemption by early learning facilities would result in collection of fewer impact fees by the city.

Previous Action: City Council held a public hearing on [January 10, 2021](#). There were no public comments.

Recommended Motion: I move to adopt Ordinance 4004 as presented.

Alternative Actions: Do not adopt or adopt with changes.

Attachments (listed in order presented):

1. Ordinance 4004
2. Public Hearing Notice
3. Staff Slide Presentation

Ordinance No. 4004

An Ordinance Amending Chapters 3.93 Impact Fees to Specify Fee Assessment Limitations and Add Fee Exemptions for Early Learning Facilities

Whereas the Anacortes Municipal Code in Chapter 3.93 provides for the imposition of impact fees on new development that creates additional demand and need for public facilities and infrastructure; and

Whereas RCW 82.02.060(3) prohibits a local government from imposing an impact fee on development activities of an early learning facility greater than those imposed on commercial retail or commercial office development activities that generate a similar number, volume, type, and duration of vehicle trips; and

Whereas RCW 82.02.060(2) and (4) authorize local governments to exempt from impact fees development activities with a broad public purpose, including development of early learning facilities; and

Whereas the City has long recognized a severe need for additional childcare and early learning capacity in Anacortes; and

Whereas the City Council desires to update the Anacortes Municipal Code to provide an impact fee exemption to facilitate development of early learning facilities in Anacortes; and

Whereas, the City Council authorized collection of Park impact fees for building permits for nonresidential construction activities in Ordinance 3085, therefore, the exemption in 3.93.030(D) should be removed; and

Whereas, on January 10, 2022, the City Council held a public hearing and on January 18, 2022, the City Council closed the public hearing and deliberated on the proposal.

Now, therefore, the City Council of the City of Anacortes does ordain as follows:

Section 1. AMC Chapter 3.93, as shown in Attachment A, is hereby amended.

Section 2. This ordinance takes effect five days after publication.

PASSED and APPROVED this ____ day of _____, 2022.

CITY OF ANACORTES:

Matt Miller, Mayor

Attest:

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

Chapter 3.93 Impact Fees

AMC Section 3.93.030(D)(2) is deleted:

~~2. Exemption from Park Impact Fees Only. Building permits for nonresidential construction are exempt from the payment of park impact fees.~~

[Remainder of section is re-numbered]

New Section AMC 3.93.065 Assessment of Fees and Exemptions for Early Learning Facilities is added:

3.93.065 Assessment of Fees and Exemptions for Early Learning Facilities

A. The purpose of this section is to facilitate the development of early learning facilities by establishing limitations on impact fee assessments and providing for exemptions consistent with RCW 82.02.060.

B. “Early learning facility” means a facility providing regularly scheduled care for a group of children one month of age through twelve years of age for periods of less than twenty-four hours.

C. Fee assessment limitation. Impact fees imposed on development activities of an early learning facility may not be greater than that imposed on commercial retail or commercial office development activities that generate a similar number, volume, type, and duration of vehicle trips.

D. Fee assessment & exemptions for multi-use developments. When a facility or development has more than one use, the limitations of subsection (C) or the exemption applicable to an early learning facility in subsection (E) of this section only apply to that portion that is developed as an early learning facility. The impact fee assessed on an early learning facility in such a development or facility may not exceed the least of the impact fees assessed on comparable businesses in the facility or development.

E Exemptions. Building permits for early learning facilities are exempt from the requirement to pay impact fees when the following conditions are met:

1. The exemption must be conditioned on requiring the property owner to record covenant in a form approved by the city with the Skagit County Auditor. The covenant must run with the land and be binding on the owner, assigns, heirs and successors and must:

a. Require that at least 25 percent of the children and families using the early learning facility qualify for state subsidized childcare, including early childhood education and assistance under chapter 43.216 RCW.

b. Provide that if at any point during a calendar year does the early learning facility not achieve the required percentage of children and families qualified for state subsidized child care using the early learning facility, the property owner must pay 20 percent of the impact fee that would have been imposed on the development had there not been an exemption within 90 days of the City notifying the owner of the breach, and any balance remaining thereafter must be a lien on the property.

c. Provide that if the property is converted to another use other than for an early learning facility, the property owner must pay the applicable impact fees in effect at the time of conversion.

2. If the city collects impact fees on behalf of a school district, the school district must approve the exemption.



Notice of Public Hearing

Public Hearing Body: Anacortes City Council

Public Hearing Date: Monday, January 10, 2021, at 6:00 PM

Proposal Name: Amendments to AMC Ch. 3.93 Impact Fees to address impact fees for Early Learning Facilities

Documents Available at: <https://www.anacorteswa.gov/198/Anacortes-Municipal-Code-Updates>

Contact Person: Libby Grage, Planning Manager
Planning, Community & Economic Development Department

Publish Date: December 29, 0021

Proposal Description

The proposal is to amend Anacortes Municipal Code Chapter 3.93 Impact Fees in accordance with SHB 1331 and RCW 82.02.060. The proposed amendments would:

- Limit impact fees imposed on the development of early learning facilities (as defined in RCW 43.31.565) to no greater than those imposed on commercial retail or commercial office development activities that have similar vehicle trip characteristics
- Exempt early learning facilities that meet certain requirements from payment of impact fees

Comments

Comments may be made at the public hearing or may be sent in advance of the meeting to Libby Grage, Planning Manager, at libbyb@cityofanacortes.org.

Meeting Location

Meeting attendance options will be posted on the applicable agenda published the week before the meeting. Agendas and virtual meeting participation instructions and connection information can be viewed here: <https://www.anacorteswa.gov/700/Meeting-Documents-and-Video>. Hearings will be conducted in accordance with the rules of procedure adopted by the hearing body.

Members of the public who require special assistance to participate in or access the public hearing may contact the [City Clerk](#) 24 hours before the meeting to make special arrangements. Dial 360-299-1960.



ORD. 4004 EARLY LEARNING FACILITY IMPACT FEES

January 10, 2022

City Council Meeting

Public Hearing

Agenda Item #7a

OVERVIEW

2021 - WA State Legislature passed SHB 1331 concerning Early Learning Facilities Impact Fees

Amends RCW 82.02.060 Impact Fees
(which authorizes local governments to adopt impact fees)

Staff propose amendments to the City's regulations regarding impact fees for consistency

CERTIFICATION OF ENROLLMENT

SUBSTITUTE HOUSE BILL 1331

67th Legislature
2021 Regular Session

Passed by the House February 24, 2021
Yeas 73 Nays 25

Speaker of the House of Representatives

CERTIFICATE

I, Bernard Dean, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **SUBSTITUTE HOUSE BILL 1331** as passed by the House of Representatives and the Senate on the dates hereon set forth.

Passed by the Senate April 5, 2021
Yeas 35 Nays 13

WASHINGTON STATE LEGISLATURE

RCWs > Title 82 > Chapter 82.02 > Section 82.02.060

82.02.050 << 82.02.060 >> 82.02.070

RCW 82.02.060

Impact fees—Local ordinances—Required provisions—Exemptions.

The local ordinance by which impact fees are imposed:

(1) Shall include a schedule of impact fees which shall be adopted for each type of development activity that is subject to impact fees, specifying the amount of the impact fee to be imposed for each type of system improvement. The schedule shall be based upon a formula or other method of calculating such impact fees. In determining proportionate share, the formula or other method of calculating impact fees shall incorporate, among other things, the following:

(a) The cost of public facilities necessitated by new development;

(b) An adjustment to the cost of the public facilities for past or future payments made or reasonably anticipated to be made by new development to pay for particular system improvements in the form of user fees, debt service payments, taxes, or other payments earmarked for or proratable to the particular system improvement;

(c) The availability of other means of funding public facility improvements;

(d) The cost of existing public facilities improvements; and

(e) The methods by which public facilities improvements were financed;

(2) May provide an exemption for low-income housing, and other development activities with broad public purposes, including development of an early learning facility, from these impact fees, provided that the impact fees for such development activity shall be paid from public funds other than impact fee accounts;

(3)(a) May not impose an impact fee on development activities of an early learning facility greater than that imposed on commercial retail or commercial office development activities that generate a similar number, volume, type, and duration of vehicle trips;

(b) When a facility or development has more than one use, the limitations in this subsection (3) or the exemption

OVERVIEW

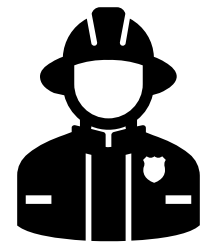
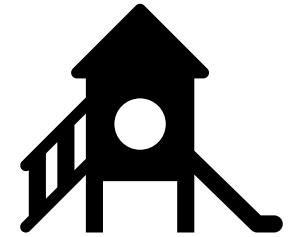
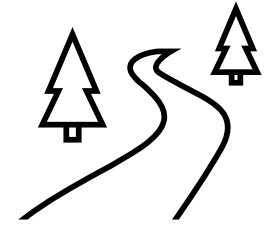
What are Impact Fees?

Impact fees are one-time charges assessed by a local government against new development projects to help pay for new or expanded public facilities that will directly address the increased demand for services created by that development. *(from MRSC.org)*

Collected fees can be used for projects identified in the CFP

Impact Fees adopted by City of Anacortes (AMC 3.93):

- *Transportation*
- *Parks*
- *Fire*



OVERVIEW



SHB 1331:

- Defines "Early learning facility" (ELF) as **a facility providing regularly scheduled care for a group of children one month of age through twelve years of age for periods of less than twenty-four hours**
- **Prohibits** the City from imposing impact fees on an ELF greater than that imposed on a commercial retail or office development that generates similar number, volume, type and duration of vehicle trips

OVERVIEW



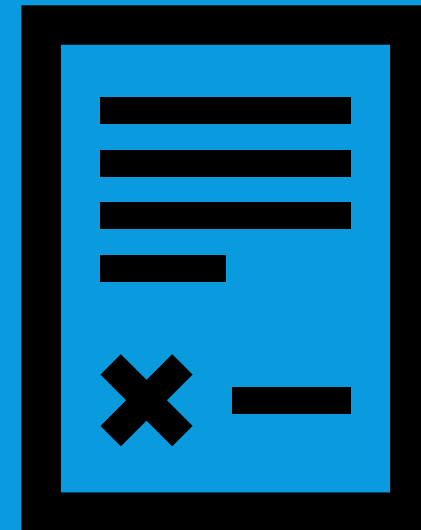
Optional Provision:

- Authorizes City to exempt ELF from **80% or 100%** of impact fees without City being required to pay them from public funds other than impact fee accounts
- **100%** exemption requires **certain conditions are met.**

OVERVIEW

Conditions for granting 100% exemption:

- Property owner must record a covenant:
 - At least **25%** of children and families using ELF must **qualify for state subsidized childcare**
 - If ELF does not achieve required % at any point during calendar year, owner must pay 20% of impact fee w/in 90 days, and any remaining balance becomes a lien on property
 - Conversion to another use requires payment of impact fees in effect at that time



PROPOSED REVISIONS

Municipal Code → Title 3, Revenue and Finance →

Chapter 3.93 IMPACT FEES



Sections:

3.93.010	Purpose.
3.93.020	Definitions.
3.93.030	Applicability.
3.93.040	Assessment, payment, and deferral.
3.93.050	Use of impact fees.
3.93.060	Partial exemption for low-income housing.
3.93.070	Alternative and independent fee calculations.
3.93.080	Credits.
3.93.090	Refunds.
3.93.100	Appeals.
3.93.110	Adoption of school district impact fees.

- Amend AMC 3.93 Impact Fees
 - Add new Section 3.93.060 with:
 - Limitations on assessment of impact fees for ELF's
 - 100% exemption subject to recording covenant
- Delete AMC 3.93.030(D)(2) regarding exemptions from park impact fees for non-residential construction

CONSIDERATIONS

- Convenient access to quality, affordable childcare is a critical component of livable communities
- Anacortes has an inadequate supply to accommodate existing families
- Barriers to adding more facilities include permitting/zoning, costs
- Impact fee exemption is one tool available to the City to minimize fees for new ELF's

EXAMPLE IMPACT FEES

Example Early Learning Facility:

- 4,500 sq. ft.
- capacity for 30 children

Impact Fee	Fee Sched. Category	Rate	Total for Facility
Transportation	Elementary school	\$422.65 / student	\$12,679.50
Parks	Commercial, Gov/Edu	1,904.41 / 1,000 Sq. Ft.	\$8,556.35
Fire	Educational Services	\$459.25 / 1,000 sq. ft.	\$2,066.63
		Total	\$23,302.48

NEXT STEPS

- Council Planning Committee Review – 12/20/21
- Public Hearing – 1/10/22
- City Council Consideration / Possible Adoption – 1/17/22 or 1/24/22



City Council Agenda Bill

Meeting Date: January 18, 2022 **Agenda Item:** 7.a.

Agenda Item Title: Resolution 3066: Collective Bargaining Agreement with Teamsters Union Local 231

Staff Contact(s): Emily Schuh

Approved for Submittal to Council by **Action Type**
Emily Schuh Resolution

Item Summary: The City of Anacortes and the Teamsters Union Local 231 have a Collective Bargaining Agreement in place effective January 1, 2020 through December 31, 2022. The parties agreed to reopen the collective bargaining negotiations in 2021 to discuss wages for 2022 for employees in positions represented by the Union. The Parties also agreed to discuss articles in the Collective Bargaining Agreement addressing Employee Rights and Holidays. Following negotiations, the parties have agreed to a Collective Bargaining Agreement for 2022.

Budget Impact:

This collective bargaining agreement affects 111 City of Anacortes employees.

Wages (5% wage increase, plus step increase for those eligible)	\$448,672
Addition of Juneteenth holiday	\$26,680
<u>BUDGET IMPACT</u>	<u>\$475,352</u>

Previous Action: In May 2020, City Council adopted [Resolution 2086](#) adopting the Collective Bargaining Agreement for 2020-2022, which established a wage reopener for 2022.

Recommended Motion: I move to approve Resolution 3066 authorizing the

signature and execution of a Collective Bargaining Agreement between the City of Anacortes and the Teamsters Union Local 231 for calendar year 2022.

Alternative Actions:

Attachments (listed in order presented):

1. Resolution 3066
2. City of Anacortes-Teamster 231-CBA 2022
3. City of Anacortes-Teamster 231-CBA 2022 Tracking Changes
4. Collective Bargaining Presentation

RESOLUTION NO. 3066

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, authorizing the signature and execution of a Collective Bargaining Agreement between the City of Anacortes and the Teamsters Union Local 231

WHEREAS, the City of Anacortes ("the City") and the Teamsters Union Local 231 ("the Union"), (collectively "the Parties") have a Collective Bargaining Agreement in place effective January 1, 2020 through December 31, 2022; and,

WHEREAS, the Parties agreed to reopen the collective bargaining negotiations in 2021 to discuss wages for 2022 for employees in positions represented by the Union; and,

WHEREAS, the Parties entered into collective bargaining negotiations and agreed to also discuss Employee Rights and Holidays for employees in positions represented by the Union; and,

WHEREAS, the City of Anacortes and the Teamsters Union Local 231 reached an agreement through negotiation to update Article 6: Employee Rights, Article 10: Wages, and Article 12: Holidays,

NOW, THEREFORE BE IT RESOLVED by the Anacortes City Council that the Mayor and City Clerk be authorized and directed to execute the attached collective bargaining agreement effective January 1, 2022 by and between the City of Anacortes and the Teamsters Union Local 231.

The foregoing resolution was ADOPTED by the City Council of the City of Anacortes, Washington, at a regular, open public meeting thereof this 18th day of January, 2022.

PASSED AND APPROVED this 18th day of January 2022.

CITY OF ANACORTES:

By: _____
Matt Miller, Mayor

ATTEST:

Steve Hoglund, City Clerk Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney

LABOR AGREEMENT

BETWEEN

The CITY OF ANACORTES

AND

TEAMSTERS UNION LOCAL NO. 231

REPRESENTING

ANACORTES MUNICIPAL EMPLOYEES

JANUARY 1, 2022 – DECEMBER 31, 2022

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ARTICLE 1: RECOGNITION

- 1.01 The Employer agrees to recognize the Union as the sole collective bargaining agency for the bargaining unit as described in the certification of representation to include all regular full-time and regular part time non-supervisory employees of the City of Anacortes including library and museum employees, excluding uniformed employees, supervisors, confidential employees, and all other historically excluded employees.

ARTICLE 2: DEFINITIONS

- 2.01 The following definitions are provided for clarity:

Full-Time Employee: An individual who works a normal forty-hour workweek and is hired for an indefinite period. A full-time employee may be classified as either exempt or nonexempt.

Part-Time Employee: An individual who works less than a normal workweek and is hired for an indefinite period. A part-time employee may be classified as either exempt or nonexempt.

Provisional Part-Time Employee (applies to Library and Museum staff only): An employee with a FTE of less than 50% who typically works less than twenty (20) hours per week. Employees classified as provisional part-time are eligible for bereavement leave and personal holiday accrual proportionate to their FTE.

Temporary Employee: Generally is an individual who is hired either part-time or full-time for a specified, limited period. A temporary employee may be classified as either exempt or nonexempt. A temporary employee who works more than one thousand, forty regular hours (1040) in a work year may be required to join the applicable bargaining unit.

ARTICLE 3: UNION SECURITY

- 3.01 Dues Processing: The Union will notify the City of its initiation fees and dues. The City agrees to deduct such membership initiation fees and dues from the wages of employees who have authorized deductions in writing. The payroll deduction will begin the pay period following receipt of the authorization form. The City will remit to the Secretary-Treasurer of Teamsters Union Local 231 said monies together with a list of employees and amounts to be credited on their behalf.
- 3.02 Revocation: The Union will promptly furnish the Employer written notification from an employee who revokes consent of the deduction of Union initiation fees and dues. Once notified, the Employer will stop deducting initiation fees and dues.
- 3.03 Indemnification: The Union will indemnify the City against any and all liability which may arise by reason of the deduction by the City of money for Union membership dues from employee's wages in accordance with employee authorizations furnished to it by the Union, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article.

- 3.04 Notification to Union of New Hires: The City agrees to notify the Union of new hires within seven (7) days of hire. Notification will be in writing and will include name, address, date of hire, classification, work location, and phone number.
- 3.05 New Hire Orientation: The City will provide the Union thirty (30) minutes during the employees' regular working hours, for purposes of presenting information about the Bargaining Unit and Union membership. The presentation may occur during a new employee orientation provided by the employer, or at another time and location mutually agreed to by the employer and the Union. The Union Shop Steward and Business Representative will be allowed to attend this new hire orientation. This shall generally occur within the first two (2) weeks of an employee's date of hire but in no instance later than ninety (90) calendar days.
- 3.06 Communication: The employer shall remain neutral when communicating with employees about Union membership. Questions regarding Union membership will be referred to the Union, such as a Shop Steward or Business Representative.

ARTICLE 4: PROTECTION OF RIGHTS

- 4.01 Picket Lines: It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event a City of Anacortes employee refuses to enter upon any private property involved in a sanctioned labor dispute, or refuses to go through or work behind any sanctioned picket line of Union parties to this Agreement, and including sanctioned picket lines at the Employer's place of business. Sanitation employees shall make pickups that are located on the public right-of-way.

ARTICLE 5: MANAGEMENT RIGHTS

- 5.01 Personnel Management: The right to hire, promote, discipline or discharge for just cause, improve efficiency, and determine the work schedules and location of department headquarters are examples of management prerogatives. It is also understood that the City retains its right to manage and operate its departments except as may be limited by an express provision of this Agreement.
- 5.01.1 The employer shall have the right to continue to contract or sub-contract any work as it has done in the past, provided that any new kind of contracting shall be subject to impact bargaining. The employer will provide the Union with notice no less than thirty (30) days prior to implementation of any changes in operations or services that would require contracting or sub-contracting of bargaining unit work. This notice shall provide the Union with an opportunity to meet with the Employer to discuss whether or not the work can be efficiently and effectively performed by bargaining unit employees. These restrictions on contracting work shall not apply to seasonal work and the corresponding use of seasonal or temporary employees. The City retains the right to make all final decisions on contracting or sub-contracting after appropriate notice and discussion with the union. However, no such decisions shall be arbitrary or capricious.

- 5.02 Municipal Service Delivery: Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City, and as such, maximized performance is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes and means of providing municipal services, to increase, diminish, or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, and the assignment of employees to specific jobs within the bargaining unit in accordance with their job classification or title.
- 5.03 Performance Standards: The Union recognizes the City's right to establish and/or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of employees. In establishing new and/or revising existing performance standards, the City shall meet, prior to implementation, with the Union to jointly discuss such performance standards.
- 5.04 Personnel Policies: Nothing contained in this Agreement shall prevent the City from proceeding in accordance with Personnel Policies formally adopted by the City Council; provided that these rules do not conflict with items covered by this Agreement.
- 5.05 New Hire Salary Placement: The City reserves the right to place new employees within the salary grid appropriate to their experience as determined by the hiring department head.
- 5.06 Employee Assignments: Cross training may be assigned outside of an employee's general work assignment by mutual agreement of the City and the employee. If an assignment is reasonably related to the employee's general areas of work, training, and capabilities the City may assign an employee. During times of emergencies or when it is necessary for work to progress, the City reserves the right to reassign employees as necessary.
- 5.07 Use of Volunteers (Museum & Library): The use of volunteers support the ongoing mission of the Library and Museum and the evolving needs of the community. Volunteers will work under a defined volunteer program and will be assigned specific projects to complete while under staff supervision. The use of volunteers is to supplement staff and not to replace or supplant paid staff.

ARTICLE 6: EMPLOYEE RIGHTS

- 6.01 The Employer appreciates and strives to recognize quality performance and length of service. Both contribute greatly to the service the Employer and employees are able to provide customers.
- 6.02 Layoff & Reduction in Force: The Employer shall decide all questions as to layoffs, subject to the right of the Union to request and discuss with the Employer the reason for any layoffs involving bargaining unit positions. If a layoff or reduction in force becomes necessary, consideration will be given to each employee's qualifications, job performance, and seniority before a decision regarding such layoff or reduction in force is made. For the purpose of these incidents, employees will be grouped together with, and compared to, others in the same job classification. Seniority will be determined by adding all of the employee's time within the classification to half of the employee's time

spent in another City classification or classifications. For example, if an employee has five years in the classification being reduced and two years in a prior classification, the employee would be awarded six years of seniority.

- 6.03 Rehire Eligibility After Layoff: Decisions to rehire laid-off employees will be made using the same criteria; qualifications, job performance and seniority.
- 6.04 Holding Position After Layoff: In the case of layoffs, the employee's position and seniority shall be held up to, but not exceeding twelve (12) months from the date of the employee's last day of work prior to layoff.
- 6.05 Medical Leave of Absence: Medical Leaves of Absence are generally limited to a maximum of six months in duration. However, if the prognosis from the health care professionals is that the employee will never be able to return to employment, the leave may be shorter. Conversely, if the prognosis from the health care professionals near the end of the six month period is a more likely than not return to duty within a reasonable period of time beyond the six (6) months, the City agrees to consider such extension.
- 6.06 Filling Vacancies of Union-Represented Positions: If a position within the bargaining unit becomes open (through a vacancy, or if a new position is created), and the City intends to fill that position, the City will post the position simultaneously for both internal and external applicants. The advertisement will include the current job description. Any bargaining unit employee who applies according to the advertised procedure, and meets the minimum qualifications, will be interviewed and considered prior to considering any external applicants for hire. The City is supportive of employees seeking promotional or other transfers within the organization. considering any external applicants for hire. The City is supportive of employees seeking promotional or other transfers within the organization.
- 6.07 Probationary/Trial Period for New Employees: Positions covered by this Agreement will have a twelve-month (12-month) probationary/trial period during which time the employer decides the capability and desirability of retaining the new employee. During the trial period, supervisors will provide the new employee a written evaluation no less than every three (3) months. The evaluation will provide a clear update for the new employee with regard to the employer's perceived capability and desirability of retaining the new employee. During the probationary period the employee cannot transfer between departments. Trial/probationary periods may be extended in no more than three (3) month increments if the City deems the employee needs additional time in the position to verify their capability to continue in the position. Such extensions must be requested to the Union no less than ten (10) business days prior to the end of the official trial period.
- 6.08 Probationary/Trial Period for Employee Transfers: Current employees who transfer to another Teamster-represented position shall be placed on a six-month (6-month) probationary/trial period. Probationary/Trial periods for transfers may be extended in no more than three (3) month increments if the City deems the employee needs additional time in the position to verify their capability to continue in the position. Such extensions must be requested to the Union no less than ten (10) business days prior to the end of the official trial period. Employees who transfer to another position and are placed on a six-month (6-month) probationary/trial period shall receive wage and step increases as outlined in Article 10, Sections 10.02 and 10.09 of this agreement.

- 6.09 Temporary Employees: A temporary non- represented employee shall become a member of the bargaining unit once the employee has accumulated one thousand forty (1,040) hours within a twelve (12) month period from the date of hire provided the employee is not terminated. Temporary non-represented part-time employees shall not be terminated for the purpose of avoiding accumulation of one thousand forty (1,040) hours from date of hire.

ARTICLE 7: NON-DISCRIMINATION

- 7.01 In accordance with applicable law, neither the City nor the Union shall discriminate against any employee covered by this agreement on the basis of race, color, national origin, creed, religion, sex, age (over 40), marital status, physical or mental disability, genetic information, gender identification, or status as an honorably discharged veteran, or any other class protected by federal, state, or local law. Other than union membership, any dispute concerning the interpretation and application of this article shall be processed through the appropriate federal or state agency or court.
- 7.02 The Union recognizes that the City is an Equal Opportunity Employer.

ARTICLE 8: NEGOTIATIONS

- 8.01 Bargaining unit employees shall be allowed to meet as a committee with City representatives to conduct collective bargaining negotiations during regular working hours provided that such Union Bargaining Committee shall not exceed three (3) members. With concurrence from the Mayor and the Union, the Union Bargaining Committee may be increased to a maximum of six (6) members.
- 8.02 The City agrees that compensatory time off at time and one-half (1½) rate of pay shall be paid to Union Bargaining Committee members for the hours spent in negotiations beyond the employee's regular workday.
- 8.03 No union activity, except for a bona fide grievance or investigation meeting or disciplinary hearing with a supervisor shall be conducted during the paid workday.

ARTICLE 9: HOURS OF WORK AND OVERTIME

- 9.01 Workday Defined: The workday, for the purpose of this Agreement, shall be an eight (8) hour workday within a twenty-four (24) hour period, except Waste Water Treatment Plant Operators and Water Treatment Plant Operators.
- 9.02 Meal Periods & Rest Breaks: The standard meal period shall be one (1) hour of unpaid time. Full-time employees shall receive a maximum of two (2) fifteen minute paid rest/relief periods in each day's work schedule. The rest period should occur approximately midway during each of the first (1st) and second (2nd) half of the work day, scheduled so that service to the public will not be impaired. With supervisory approval, such rest/relief periods may be added to the normal lunch period, but may not be taken at the end of the work day. With supervisory approval, a series of short "intermittent breaks", small breaks of a few minutes each that total fifteen (15) minutes every four (4) hours, are permissible if the nature of the employee's work allows for such

intermittent breaks. An employee who misses a rest/relief break shall notify a supervisor as soon as possible. Water and Wastewater employees' meal period shall be one (1) hour of paid time during the scheduled working shift. This one (1) hour provision may be changed by mutual agreement between a majority of the employees in a department and their supervisor. Only operators are subject to the paid lunch period due to the requirement to manage the plant.

- 9.03 Extended Shift & Meal Break: Employees working three (3) or more hours longer than a standard eight 8-hour day shall be allowed one (1) additional paid thirty (30) minute meal period just prior to, or during, the work period that exceeds eight (8) hours. The meal period cannot be taken as the last 30 minutes of an extended shift.
- 9.04 Paid Meal for Overtime: Employees working unscheduled overtime for three or more hours who are not able or allowed to leave the job site will be provided a meal at city expense, consistent with the meal allowance in the City's travel policy.
- 9.05 Shift Worker Defined: Employees, where the duties and the operation require twenty-four (24) hour coverage at the job location, are considered shift workers.
- 9.06 Workweek Defined: The workweek shall consist of five (5) consecutive eight (8) hour periods during seven (7) consecutive days, except for Water Treatment Operators and Waste Water Treatment Operators, unless mutually agreed upon between the majority of affected employees in that department and the department head. The normal workweek is Sunday through Saturday, beginning and ending at midnight on Saturday and consisting of forty (40) hours except for Water Treatment Operators and Waste Water Treatment Operators. See also Addendum D for Water Treatment Plant Employees.
- 9.07 Overtime: Overtime pay at the rate of one and one-half (1-1/2) times the minimum straight-time hourly rate of pay shall be paid for time worked beyond an employee's normal assigned hours of labor within a twenty-four (24) hour period; and for time worked in excess of forty (40) hours within seven (7) consecutive day period, and for time worked on listed holidays.
 - 9.07.1 Water Treatment Plant Operators working shifts shall work a maximum of eighty (80) hours during any two (2) week period, and shall be paid straight-time pay for eighty hours in every two-week period, although their hours in any one workweek may fluctuate. If an operator works in excess of a scheduled shift, more than fifty-six (56) hours in a workweek, more than eighty 80 hours in the two (2) week period, more than two thousand eighty (2,080) hours in a year including listed holidays, the employee will be compensated at time and one-half (1½); provided, however, that the employee shall not be compensated twice for the same overtime hours. See also Addendum D for Water Treatment Plant Employees.
 - 9.07.2 If a Water Treatment Plant Operator receives less than twelve (12) hours' notice before the start of an open shift, overtime will be paid for the additional hours beyond the original scheduled shift. If a Water Treatment Plant operator is notified more than twelve (12) hours in advance of the open shift, the operator will adjust their schedule to eliminate overtime. See also Addendum D for Water Treatment Plant Employees.

- 9.07.3 Waste Water Treatment Operators working ten (10) hour shifts shall work a maximum of one hundred twenty (120) hours during any three (3) week period, and shall be paid straight time pay for one hundred twenty (120) hours in every three (3) week period although their hours in any one workweek may fluctuate. If an operator works in excess of a scheduled ten (10) hour shift, more than one hundred twenty (120) hours in a three (3) week period, or more than two thousand eighty (2,080) hours in a year including listed holidays, the employee shall be compensated at time and one-half (1½) provided, however, that the employee shall not be compensated twice for the same overtime hours.
- 9.08 Compensatory Time: Teamster-represented employees shall be allowed to accumulate compensatory time in lieu of overtime pay to a maximum balance of eighty (80) hours. Once an employee has reached the maximum accumulation, overtime compensation will be paid at the appropriate rate for overtime hours worked, consistent with section 9.07 of this agreement. Compensatory time shall be taken at the convenience of the Employer and the Employee. Employee's compensatory time balance will be cashed out annually on the December fifth (5th) payday. Prior to the December fifth (5th) payday employees may elect to carry over a maximum of sixteen (16) hours of compensatory time to the following calendar year.
- 9.09 Hourly Rate Calculation: For the purpose of payroll calculation, the minimum straight-time hourly rate of pay shall be calculated in the following manner: the annual rate of pay shall be divided by two thousand eighty (2,080) hours, which constitute the total number of regular hours in a year and is reached by multiplying the forty (40) hours per week times fifty-two (52) weeks.
- 9.10 Callout List: Employees in each division of Public Works Operations, (including Water Distribution), and Parks Maintenance may opt to be included on a rotating callout list. By November (1st) of each calendar year a "sign-up" list will be posted in each division for two (2) calendar weeks allowing qualified employees to sign up indicating a desire to be included on the annual call-out list. Upon completion of the two (2) week sign-up period, the employer will create a list in each division by seniority order. The list will be effective for twelve-months (12-months) beginning December 1st and ending November 31st. Employees are responsible for ensuring their supervisor and/or their designee has the employee's preferred phone number. To be eligible to receive a callout an employee must be fit for duty and able to respond onsite within sixty (60) minutes. The established call-out list shall be used by the supervisor and/or their designee in a rotating order. Once an employee is contacted for callout they will be moved to the bottom of the list whether they accept or refuse the callout. A supervisor may assist with a call-out to contain an emergent situation and work with bargaining unit members. However, the City agrees that bargaining unit work shall not be supplanted through the use of non-represented staff. Probationary employees are not eligible for the callout rotation until they have successfully completed their probationary period.
- 9.10.1 Callout Compensation: Employees called back to duty after completing their required shift and having left the place of employment shall be paid a minimum of two (2) hours at one and one half (1½) times the minimum straight time hourly rate of pay portal to portal. If an employee receives an additional callout request while on a callout and has been performing the work for less than two (2) hours, the employee shall not receive an additional callout pay for the

second callout. Employees, who have responded to a callout, returned to their initial portal and then receive another callout, will receive compensation for a new callout.

- 9.10.2 Holiday Callouts: Defined as callouts that occur on the recognized dates as defined in Article 12.01. Employees shall be paid a minimum of four (4) hours at one and one half (1 1/2) times the minimum straight time hourly rate of pay portal to portal. If an employee receives an additional callout request while on a callout and has been performing the work for less than two (2) hours, the employee shall not receive an additional callout pay for the second callout. Employees who have responded to a callout, returned to their initial portal and then receive another callout, will receive compensation for a new callout.

On January 1st, July 4th, November 11th and December 25th only, if the holiday falls on a Saturday or Sunday and the employee receives a callout on the weekend, holiday callout pay will apply. If an employee is called out on the observed holiday, holiday callout pay will apply as well.

- 9.10.3 Off-Duty Call: Employees receiving an authorized call at their home pertaining to work but not requiring them to return to duty, shall be paid in fifteen (15) minute increments at one and one half (1½) times the minimum straight time hourly rate of pay for the time they spend responding from home. See also Addendum D for Water Treatment Plant Employees.
- 9.11 Work Schedules: Management retains the rights outlined in Article 5 which specifically addresses the right to determine work schedules. Management and staff may propose changes in work schedules for groups of employees holding the same classification. Management retains the right to determine whether or not the proposed change meets the business needs of the department. If it does and with 60 calendar days' advance notice, staff will transition on a trial basis to the new schedule for a minimum of 90 calendar days to allow time to understand the pros and cons of the schedule. Following the trial period, staff who are impacted by the schedule change will vote on whether or not to transition to the new schedule permanently. Trial schedule changes shall be limited to one per calendar year. Schedules must conform to FLSA requirements and City ordinances.
- 9.12 Alternative Work Schedules: Employees are eligible to pursue an alternative work schedule. Final decisions for participation will be based upon an objective review of the individual circumstances and the demands of the position. An alternative work schedule will be implemented for an eligible employee who can satisfactorily demonstrate that the proposed schedule will not materially interfere with regular business operations of the City and will not compromise the City's existing service to citizens.

An employee with a documented performance problem may be denied their request for an alternative work schedule, depending on the nature of the performance problem.

Alternative schedules for non-exempt employees should be developed carefully and must comply with the Fair Labor Standards Act (FLSA). All non-exempt, overtime eligible, Teamster-represented employees who are on an alternative work schedule will be paid on an hourly basis.

Changes on workload, funding, legal mandates, changing legal interpretations or other needs of the City and/or individual departments could cause the City to revise or cancel the alternative work schedule options offered at any time and without notice. An employee may request cancellation of the 'alternative work schedule' by providing reasonable notice to the City. Such reasonable notice shall not be less than 30 days advance notice of the requested termination date of the alternative schedule. Unless otherwise specified by the position, employees who return to a standard schedule will return to the standard base salary payment structure.

9.12.1 Sample Alternative Work Schedules:

- A) Flex-Time: Flex-time is a work schedule that permits flexible starting times and quitting times for employees other than the standard work day, with a standard number of core hours which must be worked. The following is the flex-time model adopted for the City:

FLEXIBLE TIME	CORE TIME	FLEXIBLE TIME
7:00 AM – 9:00 AM	9:00 AM – 3:00 PM	3:00 PM – 6:00 PM

- B) Compressed Work Week/Modified Compressed Work Week: Employees work a standard number of hours within fewer days during the same week, or each work day is an extra 30 - 60 minutes longer, with one day off, every other two or three weeks. Possibilities include:

- **4/10**: Forty (40) hours in a one-week period scheduled over four (4) working days. Each work day is a total of ten (10) hours.
- **9/80**: Eighty (80) hours in a two-week period scheduled over nine (9) working days. Example: the normal work day is extended by one-hour five days one week and three days the next week, with one regular eight-hour day. This produces one extra day off every two weeks.

- 9.12.2 Application Process: The interested employee will complete a standard written application, which will include the proposed alternative work schedule, the employee circumstances leading up to the request, potential problems identified and recommended solutions.

The department head and supervisor, within ten (10) working days, will review the application and recommended approval or denial. The application will then be forwarded to Human Resources. Prior to approval, Human Resources will ensure that the proposed schedule is in compliance with the Fair Labor Standards Act (FLSA). If approved, the individual will work with Human Resources and the department to implement the approved schedule. If the application is not approved, the written decision will include the reasons for the decision.

The decision should be considered final. Should circumstances change significantly, the employee may submit a new request, which includes the justification for reconsideration.

- 9.12.3 Trial Period: All approved applications will be implemented for a trial period, not to exceed three (3) months. At the conclusion of three months, the department director and Human Resources will reevaluate the situation, and will recommend whether the alternative work schedule should or should not be continued.

At the conclusion of the trial period, the involved department director may discontinue the alternative work schedule then or at any later time, providing a thirty day written notice to the employee, and including reasons for the discontinuation. If the alternative work schedule is discontinued, the employee may submit a new application if circumstances (of the employee, the department, or position) change significantly.

- 9.12.4 Accruing and Using Sick and Vacation Leave and Holiday Pay: In most circumstances sick leave and vacation leave will continue to accrue at the regular rate (for example: if the employee utilizes time off without pay on holidays their vacation and sick leave accruals would be reduced accordingly). When an employee takes a full day of sick or vacation leave, the time charged will be equivalent to the full number of hours the employee was scheduled to work. This compensates for actual time absent for regularly scheduled work hours.

When a paid holiday, as defined in Article 12, falls on an employee's regularly scheduled work day, the employee will be paid eight (8) hours of holiday pay.

For each recognized holiday, employees on an alternative work schedule may elect not to use their accrued vacation, compensatory time, or personal holiday hours to supplement the eight (8) holiday hours. For example, if the employee regularly works 10 hours per shift they may elect to only receive eight (8) hours of holiday pay, and have two (2) hours of time unpaid. If the employee does not use their accrued vacation, compensatory time, or personal holiday hours, the time must be marked as absent without pay; leave accruals and benefits will be adjusted accordingly. If an employee fails to designate unpaid time as "absent without pay" within the same pay period as the holiday occurred, accrued vacation, compensatory time, or personal holiday hours will be applied to the hours in excess of eight (8) for the holiday.

- 9.12.5 Standards: Employees will schedule personal appointments (doctor, dentist, etc.) on their scheduled day off, whenever possible. Employees may be asked to fill in on their regularly scheduled day off for employees who are absent and such employees shall be compensated at his/her appropriate rate of pay. Supervisors and employees will provide as much advance notice as possible and will be flexible in working out an alternative schedule for the employee asked to work on their regular day off.

9.13 See Also Addendum B for Hours of Work and Overtime for Library Operations.

9.14 See also Addendum C for Hours of Work and Overtime for Museum Operations.

ARTICLE 10: WAGES

- 10.01 Pay Dates: Employees are paid on the 5th and the 20th of the month. If the regular payday occurs on a Saturday, Sunday, or a holiday, employees is paid on the last working day before the regular payday.
- 10.02 Wages: Wages shall be set forth in Addendum A.
- 10.02.1 The 2022 salary schedule will reflect a 5.0% wage increase from the prior year's salary schedule.
- 10.03 Wage Increases: Employees cost of living and merit "step" increase (assuming positive performance) wage increases will be applied on January 1st of each year.
- 10.04 Paychecks & Errors: Employees who discover a mistake in their paycheck, lose their paycheck, or have it stolen should notify their supervisor immediately. In the case of a mistake made by the City the error will be remedied promptly.
- 10.04.1 Errors, which overpay the employee shall be corrected within six (6) months of their discovery by either the employee or the City. If necessary, and whenever possible, the overpayment can be paid back to the City in installments. Repayment schedules shall not extend beyond the end of the year in which the overpayment was made.
- 10.05 Payroll Administration & Prevailing Law: It is agreed by the parties hereto that should a state or federal agency require changes to be made in the manner in which wages are computed and paid pursuant to this Article that such required changes will be implemented. Employer agrees to give the Union immediate notice of any required changes and further agrees to meet and discuss with Union the effect of such required changes and further agrees to provide notice of any such requirements immediately upon receipt from the state or federal agency.
- 10.06 Out-of-Class Assignments: If an employee is temporarily assigned for a period of five (5) or more consecutive working days to another position, union or non-represented, paying a higher wage than the rate of the employee's regular position, the employee shall be paid at step one (1) of the wage scale for the position whose wage they are assuming, or a minimum of a 6% increase, whichever is greater. The employee must be able to assume the majority of the duties of the higher classification and have the education and/or certificate requirements stated in the job description. No employee shall be subject to censure when assigned to a position for which the employee has not been properly trained. In the event any employee is temporarily shifted for the City's convenience to a position paying a lesser wage than the rate for the employee's regular position, no reduction in the employee's wage shall be made, but in case the employee's services are not required in the employee's class of employment, the City may, with the employee's consent, instead of laying the employee off, transfer the employee to another job which is vacant and pay the employee the regular rate for that position. If the former position is renewed, the City shall automatically reinstate the employee in the employee's former position.
- 10.07 Longevity Pay: Longevity pay is limited to those employees hired before January 1, 2021. Longevity pay for eligible employees shall start after five (5) years employment at the rate of five dollars (\$5.00) per month for every year worked to a maximum of twenty

(20) years. After five (5) years, longevity pay would be twenty-five dollars (\$25.00) with five dollars (\$5.00) per month added every year until a total of one-hundred dollars (\$100) longevity per month is reached.

- 10.08 Shift Differential Pay: Shift differential pay shall be added to the basic monthly wage of Public Works employees covered by this agreement who are assigned to a regular shift between the hours of 4:00 pm and 8:00 am. Shift differential pay shall be seventy-four cents (\$0.74) per hour in addition to the employee's minimum straight-time hourly rate of pay. See also Addendum D for Water Treatment Plant Employees.
- 10.09 Step Progression: Progression through the proficiency levels of a salary range will be based on the employee's satisfactory performance as rated in the yearly performance evaluation in connection with time in a job classification. Each employee will be eligible for and receive an annual evaluation for a step increase (if appropriate) to be effective on January 1st of each year.
- 10.10 Progression for Water and Wastewater Plant Employees (WTP and WWTP): For the water and wastewater plants, progression between levels is tied to an employee's experience and level of certification as outlined in the job description. See also Addendum D for Water Treatment Plant Employees.
- 10.11 On Call Status and Pay for WTP and WWTP Employees: WTP and WWTP Operators shall be responsible for carrying cell phones when assigned to be on call during their off-duty hours to accommodate the services of the City. WTP and WWTP operators shall be compensated two dollars and forty cents (\$2.40) per hour for on call pay. The "on-call" pay serves to compensate the employees for being available to receive telephone directions that may be required. Management shall determine which operators are qualified and shall assign the qualified operators to the "on-call" schedule as necessary. As the employees assigned to the "on-call" schedule are not confined to their homes or to any particular place, but may come and go as they please, provided they carry cell phones that allow them to be reached, the hours spent "on-call" are not to be considered as hours worked. The City reserves the right to suspend or discontinue the "on-call" system. On call operators must be fit for duty and able to respond to the assigned facility within 60 minutes. See also Addendum D for Water Treatment Plant Employees.
- 10.12 Lead Assignment: An employee selected by the City to act as a lead, shall receive a 9% premium above the base wage.
- 10.13 Qualification Pay: Required certifications will be included in the Teamster-represented job descriptions. However, employees that hold the qualifications in the positions listed below will receive qualification pay as indicated in the table. The maximum qualification pay an employee may receive is three hundred dollars (\$300) per month. Employees become eligible for qualification pay the pay period following the City's receipt of proof of certification.

Position	Certification	Total Qualification Pay (per month)
Water Maintenance & Distribution	Water Distribution Manager 2	\$200
Water Maintenance & Distribution	Water Distribution Manager 3	\$300

ARTICLE 11: HEALTH & WELFARE

- 11.01 Medical Insurance Plans: The City will provide employees with the following plans: AWC Healthfirst High Deductible Health Plan, Kaiser High Deductible Health Plan, AWC Healthfirst \$250 plan, or Kaiser Access PPO, all as offered through the Association of Washington Cities Benefit Trust.
- 11.02 Medical Plan Transition (in 2016):
- 11.02.1 In consideration of healthcare plan changes that occurred in 2016, employees hired no later than January 1, 2017 (i.e. grandfathered employees) will receive a \$109.00 monthly stipend.
 - 11.02.2 City and Employee Cost Sharing for \$250 Deductible Plans: For employees choosing the HealthFirst \$250 deductible plan or the Kaiser Access PPO \$250 deductible plan, the City will pay 100% of the premiums for the employee and 90% of the premiums for dependents.
 - 11.02.3 Shared Cost Savings for \$250 Deductible Selection: For employees hired prior to January 1, 2020 the City will share fifty percent (50%) of the premium cost savings difference between the Kaiser Access PPO \$250 plan and the Healthfirst \$250 plan to be paid on each pay period.
 - 11.02.4 Election of High Deductible Health Plan (HDHP): In 2020, 2021, and 2022 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.
 - 11.02.5 Shared Cost Savings for HDHP Selection: For employees hired prior to January 1, 2021 who are 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 lower premium \$250 deductible plan (HealthFirst 250 or Kaiser Access 250) to be contributed into the employee's HSA on each pay period.
 - 11.02.6 Annual HSA Transfer: 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 5th payday so long as the employee's vacation balance does not fall below 40 hours. The IRS determines the inflation adjusted HSA contribution maximum.
 - 11.02.7 Dual Insurance: For employees enrolled on Dual Insurance, the employee will receive an incentive equivalent to 50% of the lower-premium \$250 deductible plan (HealthFirst 250 or Kaiser Access 250) premiums that the City would otherwise contribute to health insure the dependents.
- 11.03 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.

- 11.04 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.
- 11.05 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.
- 11.06 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 six (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.
- 11.07 Long-Term Disability: The City agrees to pay 100% of the premium for a long term disability insurance policy. The short term disability plan in effect at the time of this Agreement is with Standard Life Insurance.
- 11.08 Changes Required by Provider: 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.
- 11.09 Part-Time Employees:
- 11.09.1 Regular part-time employees hired after January 1, 2014 and who are classified as 50% - 79% FTE are eligible for their FTE equivalent of the employee-only medical insurance premiums provided by the City. Regular part time employees have the option of enrolling eligible dependents on the City's medical insurance plan during open enrollment or for a qualifying event; however, the employee is responsible for dependent's premium expenses.
- 11.09.2 Regular part time employees hired prior to December 31, 2013 who are classified as 50%-79% FTE are eligible for health insurance coverage once the employee has worked one thousand forty (1,040) hours within a twelve (12) month period from the date of hire. Health insurance coverage includes medical, dental, vision, and drug coverage for the employee only. Regular part time employees have the option of enrolling eligible dependents on the City's medical insurance plan during open enrollment or for a qualifying event; however, the employee is responsible for dependent's premium expenses.
- 11.09.3 Application to Library & Museum Represented Employees: Regular part time represented library and museum employees who are classified as 50% - under 75% FTE are eligible for their FTE equivalent of the employee-only medical insurance premiums for the lowest cost (non-high deductible plan) provided by the City. Regular part time employees have the option of enrolling eligible dependents on the City's medical insurance plan during open enrollment or for

a qualifying event; however, the employee is responsible for dependent's premium expenses.

ARTICLE 12: HOLIDAYS

12.01 The following shall be considered holidays:

New Year's Day	January 1 st
Martin Luther King Day	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	First Monday of September
Veteran's Day	November 11 th
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving	Day immediately following Thanksgiving
Christmas Day	December 25 th

A holiday shall be deemed to start at twelve o'clock (12:00) a.m. on the day of the holiday and end at eleven fifty-nine (11:59) p.m. on the day of the holiday.

12.02 In addition to the eleven (11) designated holidays above, the employee may take additional three (3) personal days (at eight (8) hours each) of the employee's choosing to be taken at straight-time compensation, subject to the department requirements and subject to one (1) week written notice given to the department head prior to the requested personal day; and any day designated by public proclamation of the chief executive of the state as a legal holiday.

12.02.1 Library employees please refer to the Paid Time Off Bid Procedure in Addendum B.

12.03 If any of the stated holiday dates are changed by the state legislature, said change would be affected in this Agreement. The City may declare or affirm other days as holidays for its employees as long as it does not reduce, in number, the currently negotiated total.

12.04 Non-Shift Workers: When a holiday falls on Saturday, the preceding Friday shall be declared the legal holiday. When a holiday falls on Sunday, the following Monday shall be declared the legal holiday.

12.05 Shift Workers: Where a holiday falls on their scheduled day off employees shall be paid their regular salary plus eight (8) hours at the minimum straight-time hourly rate of pay. Shift workers have the actual day the holiday falls on.

12.06 For holiday callouts, refer to Article 9.10.2.

12.07 Employees shall have their personal days pro-rated in the event of their termination. Those personal days used but not accrued will be deducted from their final paycheck.

12.08 Holidays Worked: Employees who work on an observed holiday or shift workers who work on an actual holiday shall receive overtime for their hours worked in addition to straight time holiday pay.

12.08.1 Application to Library & Museum Represented Employees: The City may assign employees to work an observed or actual holiday as it deems necessary. Employees who work will receive overtime pay for hours worked on the actual holiday.

12.09 Full-time employees are eligible to receive eight (8) hours of pay at their regular hourly rate for each observed holiday. No “banking” of holiday hours for future use is permitted. Employees on an alternative work schedule, or other employees who are paid on an hourly basis, may elect not to use their accrued vacation, compensatory time, or personal holiday hours to supplement the eight (8) holiday hours. (See Section 9.12.4.) Part-time employees with a FTE of 50% or greater are entitled to holidays. The amount of pay is determined on the same basis as for full-time employees, but is based on the employee’s full time equivalency (FTE) budget allocation. For example, an employee allocated at sixty-five (65%) percent FTE will receive five point two (5.2) hours of holiday pay on each City approved holiday. Employees on unpaid leaves of absence or on layoff are not eligible to receive holiday pay. Provisional part-time employees with a FTE of less than 50% and temporary employees do not receive paid holidays.

12.10 In lieu of paid holidays, provisional part time employees working in the Library and Museum with a FTE of less than 50% are eligible to receive three personal holidays. Personal holidays are prorated according to the employee’s full time equivalency. Personal holidays accrue on January 1 of each year but are prorated. See also Section 12.07.

12.11 See also Addendum D for Water Treatment Plant Employees.

ARTICLE 13: VACATION LEAVE

13.01 Vacation leave with full pay shall accrue per month and per year to a full-time employee as follows:

Service Period Months of continuous employment	Service Period Years of continuous employment	Vacation Accrual Rate per Month	Vacation Accrual Rate per Year	Maximum Accrual Total Hours
First month through 48 months	Beginning of the 1 st year through completion of the 4 th year	8 hours per month	96 hours per year	176 hours
Months 49 through 108	Beginning the 5 th year through completion of the 9 th year	10 hours per month	120 hours per year	200 hours
Months 109 through 168	Beginning the 10 th year through completion of the 14 th year	14 hours per month	168 hours per year	240 hours
169 months and beyond	Beginning the 15 th year	17 hours per month	204 hours per year	240 hours

13.02 Vacation leave shall be taken at times when it will least interfere with the work of the Employer. The Employer will not unreasonably deny leave requests consistent with the needs of the department. The Employer shall determine the period, by seniority, when leave may be taken, subject to the right of the Union to discuss the matter with the Employer. Once the Employer has approved a vacation request in writing, the time shall not be cancelled except in the case of emergency. (For Library employee vacation request procedures please refer to Addendum B.)

13.03 Vacation leave shall be computed exclusive of holidays or sick leave.

13.04 Part-time employees who are scheduled to work at least twenty (20) hours per week one thousand forty (1,040) hours per year are entitled to vacation on a pro-rata basis. The length of the vacation will be determined on the same basis as for full-time employees but part-time employees shall earn vacation leave hours proportionate to the number of hours they regularly work in a month. Part-time employees working less than twenty (20) hours per week and temporary employees do not receive paid vacation.

ARTICLE 14: SICK LEAVE

The City follows the Washington State Paid Sick Leave law (WPSL). Accrual and usage of WPSL is addressed in the City personnel policies. When using City-paid (non-WPSL) sick leave the following provisions apply:

- 14.01 Accrual: Each full-time employee shall accrue eight (8) hours of sick leave per calendar month. The maximum accrual is one thousand four hundred forty (1440) hours. Part-time employees shall earn sick leave hours proportionate to the number of hours they regularly work in a month. For example, a part-time employee working twenty (20) hours per week would be eligible for one half (1/2) the paid time-off that a full-time employee receives.
- 14.02 Sick leave cannot be taken before it is accrued.
- 14.03 Notification: Notification of absence due to sickness shall be given to the employee's immediate supervisor or department head four (4) hours prior to start of shift unless it is shown that such notification was impossible. Failure to properly report an illness may be considered as an absence without pay and may subject the employee to discipline as well.
- 14.04 Medical Verification: The City may, at its discretion, require an employee to submit a physician's verification of illness following three (3) days or more of absence.
- 14.05 Medical Examination: Additionally the City may, at its discretion, require an employee seeking to utilize sick leave to submit at any time during such leave to an examination by a doctor or nurse designated by the City, at the City's expense, except that any required examination of the employee during the period the employee is sick shall, if so requested by the employee, be at the employee's residence if the employee is too sick to travel.
- 14.06 Abuse of Sick Leave: Abuse of sick leave is a serious matter. If proper notification is not given, or abuse is observed, any absence may be charged as leave without pay and/or may constitute cause for discipline up to and including discharge for a repeated occurrence at the discretion of the City.
- 14.07 Union Cooperation: The Union agrees that abuse of sick leave is a serious matter and the Union shall join the City in locating and reporting abuse of sick leave whenever or wherever it may occur.
- 14.08 Multiple Benefits: Sick leave is intended for use in cases of actual illness or injury. In case of any illness or injury which is covered by the State Industrial Insurance Act or any other state or federal act whereby benefits are paid to an employee for sickness or injury, sick benefits herein provided shall apply; provided, however, that in no case shall the total of all such benefits exceed the employee's scheduled straight-time pay.
- 14.09 Unused Sick Leave & Reimbursement for Retiring Employees: Upon retirement, employees are eligible for reimbursement of a portion of their unused sick leave proportionate to their sick leave balance:

Sick Leave Balance at Retirement	Percent Reimbursement
0-800 hours	0%
801-1251 hours	18%
1251-1440 hours	25%

ARTICLE 15: BEREAVEMENT LEAVE

- 15.01 In the event of the death of an employee's immediate family member, time off with pay for the employee's regular scheduled workday will be granted to regular full time employees. The phrase "immediate family" for the purposes of the bereavement includes the employee's spouse (or domestic partner), brother, sister, father, mother, stepfather, stepmother, grandparent, grandchildren, children, stepchildren, father-in-law, mother-in-law, grandparent-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law.
- 15.02 Three (3) consecutive days off with pay will be approved to attend the funeral or memorial service (maximum twenty-four (24) hours).
- 15.03 Two (2) additional consecutive days off with pay will be approved for travel from the employee's home to the funeral or memorial service if the travel exceeds two hundred (200) miles each way (maximum sixteen (16) hours).
- 15.04 Regular and provisional part-time employees are eligible to receive Bereavement Leave. The amount of leave allowed will be prorated according to the employee's FTE. For example, a 50% part-time employee working twenty (20) hours per week would be eligible for one half (1/2) the paid time-off that a full-time employee receives.

ARTICLE 16: LEAVE OF ABSENCE

- 16.01 Employees desiring a leave of absence must submit their request for such leave in writing within a reasonable period of time prior to its commencement. The City must approve all leaves of absence, in writing. Employees shall not accrue sick leave or vacation during such approved leave of absence.

ARTICLE 17: GRIEVANCE PROCEDURE

- 17.01 Any disputes or claims of wrongful action on the part of the Employer, which may arise under this Agreement, including interpretation and application of this Agreement, shall be settled as stated in this Article. A bargaining unit member who is the subject of disciplinary action, including oral reprimand, written reprimand or discharge and who feels such action is improper, may appeal to the Union within ten (10) business days of the reprimand or discharge. New probationary employees may not contest discipline or termination decisions through the grievance procedure.

Union Defined: For the purpose of this article, Union shall mean, Secretary-Treasurer, Business Representative, and/or Shop Steward.

Business Day Defined: For the purpose of this article, a calendar day shall be exclusive of Saturdays, Sundays and holidays.

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

Step 1: Any employee and/or steward who have a grievance shall present the grievance to the immediate supervisor, either orally or in writing. All grievances must be presented no later than ten (10) business days from the date of the occurrence of the matter giving rise to the grievance or within ten (10) 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. The immediate supervisor shall render a written response to the grievant and Union within ten (10) business days after the grievance is presented. Every effort shall be made to settle the grievance at Step 1.

Step 2: If the grievance is not settled at Step 1, then it shall be submitted in writing to the department head or designee. The grievance shall contain a complete statement of the facts, the contractual provisions allegedly violated, and the relief requested. The department head or designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) business days with the grievant and Union if requested by the employee, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the department head or designee shall provide a written response to the grievant and Union, within ten (10) business days following their meeting.

Step 3: If the grievance is not settled at Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Mayor within ten (10) business days after receipt of the City answer in Step 2. Thereafter, the Mayor or designee and the department head or designee, shall meet with the grievant and Union within ten (10) business days of receipt of the Union's appeal, if at all possible. If no agreement is reached, the Mayor or designee shall submit a written answer to the Union within ten (10) business days following the meeting.

Step 4: Arbitration: If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3, the Union may refer the grievance to arbitration, as described below, within ten (10) business days of receipt of the written answer as provided to the Union at Step 3.

The parties shall attempt to agree upon an arbitrator within ten (10) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of ten (10) arbitrators from which list the arbitrator shall be selected by the Union and the Employer alternately striking one (1) name from the list until only one (1) name shall remain.

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

Any decision rendered by the arbitrator will be final and binding upon all parties.

The fees and expenses of the arbitrator and all other mutually incurred expenses of the arbitration shall be divided equally between the City and the

Union; 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.

- 17.03 Reinstatement: In the case of reinstatement, no time loss or salary reduction will be made, nor will any seniority be taken away from the employee.
- 17.04 If a grievance is not appealed to the next step, by the Union, 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 within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

ARTICLE 18: EQUIPMENT AND SAFETY

- 18.01 Tools: The City will supply hand tools to equipment mechanics for on-the-job usage. The City agrees, at its discretion, to replace tools that are broken or damaged on the job.
- 18.02 Rain Gear: Shall be provided by the City for outside workers as deemed necessary by the supervisor.
- 18.03 Boots/Safety Footwear (Effective January 1, 2021): Beginning the second (2nd) pay period of January each year, the City will contribute up to two-hundred dollars (\$200.00) into a boot/safety footwear allowance for the positions listed in 18.03.3. The allowance must be used by December 31st of the same year, and will not roll over.

Employees will submit a receipt for their boots and it will be drafted from their account balance, or if the employee prefers they may select from one of the City's pre-approved boot vendors. A voucher with the amount the vendor can invoice to the city (not to exceed the balance in the employee's account at the time of purchase). Any overages beyond the account balance will be the employee's responsibility.

- 18.03.1 The City will allow a new employee to purchase boots using a one-time draft of up to two-hundred dollars (\$200). If the probationary employee is separated from the city, pro-rated costs of the boots will be recovered from the final paycheck. Newly-hired employees will not qualify for additional payments until the January following successful completion of their probationary period.

18.03.2 Boot Allowance Transition (2020-2021):

- A. For the remainder of 2020 the City will continue to contribute into an account a boot allowance of five dollars (\$5.00) per pay period for the positions listed in 18.03.3. The account balance shall be capped at \$240. Beginning January 1, 2021, employees may have a one-time roll-over of \$40 maximum for use in 2021. Employees are encouraged to use their current boot/footwear bank balance in 2020.

- B. For the remainder of 2020 the City will allow a new employee to purchase boots using a one-time draft of up to \$120.00. If the probationary

employee is separated from the City, all costs of the boots will be recovered from the final paycheck, less any amounts already accrued to the boot allowance.

- C. For transition to the new boot allowance, in January 2021 only, employees who were hired in 2020 who are still on probation will be eligible for the two-hundred dollar (\$200) allowance. However, if the employee is separated from the City prior to the end of their probation, pro-rated costs of the boots will be recovered from the final paycheck.

18.03.3 The City agrees to furnish boots, or otherwise appropriate safety footwear as required, for the following positions:

- Building Inspector
- Engineering Technician
- Equipment Mechanic
- Park Maintenance Worker
- Park Maintenance Foreperson
- Solid Waste/Sanitation Worker
- Street/Sewer/System Maintenance Worker
- Waste Water Treatment Plant Operator
- Water Maintenance & Distribution Worker
- Water Treatment Plant Instrumentation Technician
- Water Treatment Plant Operator

18.03.4 Employees shall be held accountable for the boots assigned to the employee by the City. Boots lost or destroyed on the job shall be replaced by the City where said loss or destruction was incurred as a direct result of an occurrence not due to the employee's intentional act or negligence. The employee shall replace boots assigned to an employee that are lost or mutilated as a direct result of the employee's negligence. The employee shall replace boots lost or mutilated off the job.

ARTICLE 19: WORK CONTINUATION

19.01 The Union recognizes that the Employer is engaged in a vital public service requiring continuous operation and, hence, recognizes its obligation, together with the Employer to work toward continuous service to the City during the term of this Agreement in strict compliance with RCW 41.56.120.

ARTICLE 20: FRINGE BENEFITS

20.01 The Employer shall provide the Union with designated space on an available bulletin board at each work building. The Union may post its notices, of a non-political, non-inflammatory nature. The Union will limit the posting of Union notices to such bulletin board. The Union shall provide a copy of all postings to the Employer at least two (2) hours prior to posting, unless approved for immediate posting by the department head. The Union will remove dated material. All costs incident to preparing and posting of Union material will be borne by the Union and the union will be responsible for maintaining its portion of the bulletin board in an orderly and neat fashion.

- 20.02 Prior to the City contracting out for any services presently provided by bargaining unit employees, the City will meet with the Union to discuss the issue. If, however, the City elects to privatize any utility, the affected employees will be given four (4) weeks' notice.
- 20.03 Should the City contract out any services, presently provided by bargaining unit employees, the City will make a good faith effort to relocate these employees within the bargaining unit, and in the event is unable to do so, the City agrees to provide severance pay for each laid-off/terminated employee in the following manner:

Years of Service	Severance Pay
00 – 04	4 weeks
05 – 09	5 weeks
10 +	6 weeks

However, if the awarded contractor hires these same employees, the severance pay will be waived.

- 20.04 The City agrees to furnish breakroom supplies for the bargaining unit employees, including coffee, tea, and hot chocolate mix.

ARTICLE 21: DRUG & ALCOHOL TESTING

- 21.01 It is the intent of the City and the Union 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. A sustained finding will result in disciplinary action, up to and including dismissal.

Employees must report their use of over-the-counter or prescribed medications to their supervisor 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.

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

- 21.02 Union Held Harmless: The City assumes the sole responsibility for the administration of this Policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement related to drug and alcohol testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol-testing program.
- 21.03 Conflict With Other Law: This Article is not intended to supersede or waive any constitutional or other rights that employee may be entitled to under federal, state or local statutes.

ARTICLE 22: COMPLETE AGREEMENT CLAUSE

22.01 The Employer and the Union acknowledge, that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. This Agreement shall constitute the sole agreement between the parties and no other stipulation, understanding or past practice shall qualify its terms; provided, however, this Agreement shall be subject to modification by mutual written agreement of the parties hereto.

ARTICLE 23: TERM OF AGREEMENT

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

23.02 All terms and conditions specified within this Agreement shall remain in effect until the effective date of a subsequent agreement, not to exceed one (1) year from the termination date stated in this Agreement. Thereafter, the Employer may unilaterally implement according to law.

23.03 This Agreement shall become effective on January 1, 2020 following ratification, and shall remain in full force and effect until and through December 31, 2022. Should any party desire to change, modify or terminate the Agreement, written notice must be given to the other party at least sixty (60) days prior to December 31, 2022. In the event of written notice of a desire to change or modify the Agreement by either or both parties, negotiations shall commence without undue delay. Written notice by either party of a desire to change or modify the Agreement prior to sixty (60) days prior to December 31, 2022, is subject to negotiations by mutual agreement only.

EXECUTED THIS 18TH DAY OF JANUARY, 2022.

Rich Ewing
Secretary-Treasurer

Matt Miller
Mayor

Jennifer Thompson
Business Representative

Emily Schuh
Administrative Services Director

ATTEST

Steve Hoglund
City Clerk/Treasurer

ADDENDUM A: SALARY SCHEDULE (Effective 1/1/2022)

TEAMSTERS LOCAL 231		last updated 1/6/22							
2022									
3% BETWEEN STEPS AND GRADES		5.0% COLA							
*Wage calculations are applied to the monthly wage rate at Grade T1, Step 1. This calculation method maintains the integrity of the wage structure with 3% between steps and 3% between grades.									
Position Title		Base Period	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Min. Wage + \$1.00	Library Pages, Museum Docents	Hourly	\$14.69						
Grade	Museum Aide	Annual	\$34,777.64	\$35,820.97	\$36,895.60	\$38,002.47	\$39,142.54	\$40,316.82	\$41,526.32
T1		Monthly	\$2,898.14	\$2,985.08	\$3,074.63	\$3,166.87	\$3,261.88	\$3,359.73	\$3,460.53
		Hourly	\$16.72	\$17.22	\$17.74	\$18.27	\$18.82	\$19.38	\$19.96
Grade		Annual	\$35,820.97	\$36,895.60	\$38,002.47	\$39,142.54	\$40,316.82	\$41,526.32	\$42,772.11
T2		Monthly	\$2,985.08	\$3,074.63	\$3,166.87	\$3,261.88	\$3,359.73	\$3,460.53	\$3,564.34
		Hourly	\$17.22	\$17.74	\$18.27	\$18.82	\$19.38	\$19.96	\$20.56
Grade		Annual	\$36,895.60	\$38,002.47	\$39,142.54	\$40,316.82	\$41,526.32	\$42,772.11	\$44,055.27
T3		Monthly	\$3,074.63	\$3,166.87	\$3,261.88	\$3,359.73	\$3,460.53	\$3,564.34	\$3,671.27
		Hourly	\$17.74	\$18.27	\$18.82	\$19.38	\$19.96	\$20.56	\$21.18
Grade		Annual	\$38,002.47	\$39,142.54	\$40,316.82	\$41,526.32	\$42,772.11	\$44,055.27	\$45,376.93
T4		Monthly	\$3,166.87	\$3,261.88	\$3,359.73	\$3,460.53	\$3,564.34	\$3,671.27	\$3,781.41
		Hourly	\$18.27	\$18.82	\$19.38	\$19.96	\$20.56	\$21.18	\$21.82
Grade		Annual	\$39,142.54	\$40,316.82	\$41,526.32	\$42,772.11	\$44,055.27	\$45,376.93	\$46,738.24
T5		Monthly	\$3,261.88	\$3,359.73	\$3,460.53	\$3,564.34	\$3,671.27	\$3,781.41	\$3,894.85
		Hourly	\$18.82	\$19.38	\$19.96	\$20.56	\$21.18	\$21.82	\$22.47
Grade	Library Assistant, Museum Curator, Museum Educator	Annual	\$40,316.82	\$41,526.32	\$42,772.11	\$44,055.27	\$45,376.93	\$46,738.24	\$48,140.39
T6		Monthly	\$3,359.73	\$3,460.53	\$3,564.34	\$3,671.27	\$3,781.41	\$3,894.85	\$4,011.70
		Hourly	\$19.38	\$19.96	\$20.56	\$21.18	\$21.82	\$22.47	\$23.14
Grade	Library Automation Assistant	Annual	\$41,526.32	\$42,772.11	\$44,055.27	\$45,376.93	\$46,738.24	\$48,140.39	\$49,584.60
T7		Monthly	\$3,460.53	\$3,564.34	\$3,671.27	\$3,781.41	\$3,894.85	\$4,011.70	\$4,132.05
		Hourly	\$19.96	\$20.56	\$21.18	\$21.82	\$22.47	\$23.14	\$23.84
Grade	Museum Administrative Assistant, Senior Center Administrative Assistant	Annual	\$42,772.11	\$44,055.27	\$45,376.93	\$46,738.24	\$48,140.39	\$49,584.60	\$51,072.14
T8		Monthly	\$3,564.34	\$3,671.27	\$3,781.41	\$3,894.85	\$4,011.70	\$4,132.05	\$4,256.01
		Hourly	\$20.56	\$21.18	\$21.82	\$22.47	\$23.14	\$23.84	\$24.55
Grade		Annual	\$44,055.27	\$45,376.93	\$46,738.24	\$48,140.39	\$49,584.60	\$51,072.14	\$52,604.30
T9		Monthly	\$3,671.27	\$3,781.41	\$3,894.85	\$4,011.70	\$4,132.05	\$4,256.01	\$4,383.69
		Hourly	\$21.18	\$21.82	\$22.47	\$23.14	\$23.84	\$24.55	\$25.29
Grade		Annual	\$45,376.93	\$46,738.24	\$48,140.39	\$49,584.60	\$51,072.14	\$52,604.30	\$54,182.43
T10		Monthly	\$3,781.41	\$3,894.85	\$4,011.70	\$4,132.05	\$4,256.01	\$4,383.69	\$4,515.20
		Hourly	\$21.82	\$22.47	\$23.14	\$23.84	\$24.55	\$25.29	\$26.05
Grade		Annual	\$46,738.24	\$48,140.39	\$49,584.60	\$51,072.14	\$52,604.30	\$54,182.43	\$55,807.90
T11		Monthly	\$3,894.85	\$4,011.70	\$4,132.05	\$4,256.01	\$4,383.69	\$4,515.20	\$4,650.66
		Hourly	\$22.47	\$23.14	\$23.84	\$24.55	\$25.29	\$26.05	\$26.83
Grade	Custodian, Library Administrative Assistant	Annual	\$48,140.39	\$49,584.60	\$51,072.14	\$52,604.30	\$54,182.43	\$55,807.90	\$57,482.14
T12		Monthly	\$4,011.70	\$4,132.05	\$4,256.01	\$4,383.69	\$4,515.20	\$4,650.66	\$4,790.18
		Hourly	\$23.14	\$23.84	\$24.55	\$25.29	\$26.05	\$26.83	\$27.64
Grade		Annual	\$49,584.60	\$51,072.14	\$52,604.30	\$54,182.43	\$55,807.90	\$57,482.14	\$59,206.61
T13		Monthly	\$4,132.05	\$4,256.01	\$4,383.69	\$4,515.20	\$4,650.66	\$4,790.18	\$4,933.88
		Hourly	\$23.84	\$24.55	\$25.29	\$26.05	\$26.83	\$27.64	\$28.46

	Position Title	Base Period	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Grade		Annual	\$51,072.14	\$52,604.30	\$54,182.43	\$55,807.90	\$57,482.14	\$59,206.61	\$60,982.80
T14		Monthly	\$4,256.01	\$4,383.69	\$4,515.20	\$4,650.66	\$4,790.18	\$4,933.88	\$5,081.90
		Hourly	\$24.55	\$25.29	\$26.05	\$26.83	\$27.64	\$28.46	\$29.32
Grade		Annual	\$52,604.30	\$54,182.43	\$55,807.90	\$57,482.14	\$59,206.61	\$60,982.80	\$62,812.29
T15		Monthly	\$4,383.69	\$4,515.20	\$4,650.66	\$4,790.18	\$4,933.88	\$5,081.90	\$5,234.36
		Hourly	\$25.29	\$26.05	\$26.83	\$27.64	\$28.46	\$29.32	\$30.20
Grade		Annual	\$54,182.43	\$55,807.90	\$57,482.14	\$59,206.61	\$60,982.80	\$62,812.29	\$64,696.66
T16	Court Clerk	Monthly	\$4,515.20	\$4,650.66	\$4,790.18	\$4,933.88	\$5,081.90	\$5,234.36	\$5,391.39
		Hourly	\$26.05	\$26.83	\$27.64	\$28.46	\$29.32	\$30.20	\$31.10
Grade		Annual	\$55,807.90	\$57,482.14	\$59,206.61	\$60,982.80	\$62,812.29	\$64,696.66	\$66,637.56
T17	Water Treatment Plant (WTP) OIT, Wastewater Treatment Plant (WWTP) OIT	Monthly	\$4,650.66	\$4,790.18	\$4,933.88	\$5,081.90	\$5,234.36	\$5,391.39	\$5,553.13
		Hourly	\$26.83	\$27.64	\$28.46	\$29.32	\$30.20	\$31.10	\$32.04
Grade		Annual	\$57,482.14	\$59,206.61	\$60,982.80	\$62,812.29	\$64,696.66	\$66,637.56	\$68,636.68
T18	Public Works Administrative Assistant, Planning Administrative Assistant, Parks Administrative Assistant	Monthly	\$4,790.18	\$4,933.88	\$5,081.90	\$5,234.36	\$5,391.39	\$5,553.13	\$5,719.72
		Hourly	\$27.64	\$28.46	\$29.32	\$30.20	\$31.10	\$32.04	\$33.00
Grade		Annual	\$59,206.61	\$60,982.80	\$62,812.29	\$64,696.66	\$66,637.56	\$68,636.68	\$70,695.78
T19	Accounting Technician, Permit Services Coordinator	Monthly	\$4,933.88	\$5,081.90	\$5,234.36	\$5,391.39	\$5,553.13	\$5,719.72	\$5,891.32
		Hourly	\$28.46	\$29.32	\$30.20	\$31.10	\$32.04	\$33.00	\$33.99
Grade		Annual	\$60,982.80	\$62,812.29	\$64,696.66	\$66,637.56	\$68,636.68	\$70,695.78	\$72,816.66
T20		Monthly	\$5,081.90	\$5,234.36	\$5,391.39	\$5,553.13	\$5,719.72	\$5,891.32	\$6,068.05
		Hourly	\$29.32	\$30.20	\$31.10	\$32.04	\$33.00	\$33.99	\$35.01
Grade		Annual	\$62,812.29	\$64,696.66	\$66,637.56	\$68,636.68	\$70,695.78	\$72,816.66	\$75,001.16
T21	PCED Program Coordinator	Monthly	\$5,234.36	\$5,391.39	\$5,553.13	\$5,719.72	\$5,891.32	\$6,068.05	\$6,250.10
		Hourly	\$30.20	\$31.10	\$32.04	\$33.00	\$33.99	\$35.01	\$36.06
Grade		Annual	\$64,696.66	\$66,637.56	\$68,636.68	\$70,695.78	\$72,816.66	\$75,001.16	\$77,251.19
T22	WTP Operator 1, WWTP Operator 1, Streets/Sewers/Systems Maintenance, Water Maintenance & Distribution, Facilities Maintenance, Public Works Inspector, Solid Waste/Sanitation, Parks Maintenance, Recreation Coordinator, Municipal Broadband Field Technician, Business Operations Coordinator	Monthly	\$5,391.39	\$5,553.13	\$5,719.72	\$5,891.32	\$6,068.05	\$6,250.10	\$6,437.60
		Hourly	\$31.10	\$32.04	\$33.00	\$33.99	\$35.01	\$36.06	\$37.14
**WDM 2: \$200/month qualification pay; *WDM3: \$300 (total)/month qualification pay. Eligible for qualification pay the pay period following the City's receipt of certification.									
Grade		Annual	\$66,637.56	\$68,636.68	\$70,695.78	\$72,816.66	\$75,001.16	\$77,251.19	\$79,568.73
T23	Associate Planner, Outside Plant Coordinator	Monthly	\$5,553.13	\$5,719.72	\$5,891.32	\$6,068.05	\$6,250.10	\$6,437.60	\$6,630.73
		Hourly	\$32.04	\$33.00	\$33.99	\$35.01	\$36.06	\$37.14	\$38.25
Grade		Annual	\$68,636.68	\$70,695.78	\$72,816.66	\$75,001.16	\$77,251.19	\$79,568.73	\$81,955.79
T24	Building Inspector, Equipment Mechanic	Monthly	\$5,719.72	\$5,891.32	\$6,068.05	\$6,250.10	\$6,437.60	\$6,630.73	\$6,829.65
		Hourly	\$33.00	\$33.99	\$35.01	\$36.06	\$37.14	\$38.25	\$39.40
Grade		Annual	\$70,695.78	\$72,816.66	\$75,001.16	\$77,251.19	\$79,568.73	\$81,955.79	\$84,414.46
T25	WTP Operator 2, WWTP Operator 2, GIS Asset Coordinator, Building Plans Examiner, Engineering Technician	Monthly	\$5,891.32	\$6,068.05	\$6,250.10	\$6,437.60	\$6,630.73	\$6,829.65	\$7,034.54
		Hourly	\$33.99	\$35.01	\$36.06	\$37.14	\$38.25	\$39.40	\$40.58
Grade		Annual	\$72,816.66	\$75,001.16	\$77,251.19	\$79,568.73	\$81,955.79	\$84,414.46	\$86,946.90
T26	Parks Maintenance Foreperson	Monthly	\$6,068.05	\$6,250.10	\$6,437.60	\$6,630.73	\$6,829.65	\$7,034.54	\$7,245.57
		Hourly	\$35.01	\$36.06	\$37.14	\$38.25	\$39.40	\$40.58	\$41.80
Grade		Annual	\$75,001.16	\$77,251.19	\$79,568.73	\$81,955.79	\$84,414.46	\$86,946.90	\$89,555.30
T27	WTP Operator 3, WWTP Operator 3	Monthly	\$6,250.10	\$6,437.60	\$6,630.73	\$6,829.65	\$7,034.54	\$7,245.57	\$7,462.94
		Hourly	\$36.06	\$37.14	\$38.25	\$39.40	\$40.58	\$41.80	\$43.06

	Position Title	Base Period	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Grade		Annual	\$77,251.19	\$79,568.73	\$81,955.79	\$84,414.46	\$86,946.90	\$89,555.30	\$92,241.96
T28		Monthly	\$6,437.60	\$6,630.73	\$6,829.65	\$7,034.54	\$7,245.57	\$7,462.94	\$7,686.83
		Hourly	\$37.14	\$38.25	\$39.40	\$40.58	\$41.80	\$43.06	\$44.35
Grade		Annual	\$79,568.73	\$81,955.79	\$84,414.46	\$86,946.90	\$89,555.30	\$92,241.96	\$95,009.22
T29	WTP Operator 4, WTP Instrumentation Technician, Senior Engineering Technician, Senior GIS Coordinator	Monthly	\$6,630.73	\$6,829.65	\$7,034.54	\$7,245.57	\$7,462.94	\$7,686.83	\$7,917.44
		Hourly	\$38.25	\$39.40	\$40.58	\$41.80	\$43.06	\$44.35	\$45.68
Grade		Annual	\$81,955.79	\$84,414.46	\$86,946.90	\$89,555.30	\$92,241.96	\$95,009.22	\$97,859.50
T30		Monthly	\$6,829.65	\$7,034.54	\$7,245.57	\$7,462.94	\$7,686.83	\$7,917.44	\$8,154.96
		Hourly	\$39.40	\$40.58	\$41.80	\$43.06	\$44.35	\$45.68	\$47.05
Grade		Annual	\$84,414.46	\$86,946.90	\$89,555.30	\$92,241.96	\$95,009.22	\$97,859.50	\$100,795.28
T31		Monthly	\$7,034.54	\$7,245.57	\$7,462.94	\$7,686.83	\$7,917.44	\$8,154.96	\$8,399.61
		Hourly	\$40.58	\$41.80	\$43.06	\$44.35	\$45.68	\$47.05	\$48.46
Grade		Annual	\$86,946.90	\$89,555.30	\$92,241.96	\$95,009.22	\$97,859.50	\$100,795.28	\$103,819.14
T32	Senior Planner	Monthly	\$7,245.57	\$7,462.94	\$7,686.83	\$7,917.44	\$8,154.96	\$8,399.61	\$8,651.60
		Hourly	\$41.80	\$43.06	\$44.35	\$45.68	\$47.05	\$48.46	\$49.91
Grade		Annual	\$89,555.30	\$92,241.96	\$95,009.22	\$97,859.50	\$100,795.28	\$103,819.14	\$106,933.71
T33		Monthly	\$7,462.94	\$7,686.83	\$7,917.44	\$8,154.96	\$8,399.61	\$8,651.60	\$8,911.14
		Hourly	\$43.06	\$44.35	\$45.68	\$47.05	\$48.46	\$49.91	\$51.41
Grade		Annual	\$92,241.96	\$95,009.22	\$97,859.50	\$100,795.28	\$103,819.14	\$106,933.71	\$110,141.73
T34		Monthly	\$7,686.83	\$7,917.44	\$8,154.96	\$8,399.61	\$8,651.60	\$8,911.14	\$9,178.48
		Hourly	\$44.35	\$45.68	\$47.05	\$48.46	\$49.91	\$51.41	\$52.95
Grade		Annual	\$95,009.22	\$97,859.50	\$100,795.28	\$103,819.14	\$106,933.71	\$110,141.73	\$113,445.98
T35		Monthly	\$7,917.44	\$8,154.96	\$8,399.61	\$8,651.60	\$8,911.14	\$9,178.48	\$9,453.83
		Hourly	\$45.68	\$47.05	\$48.46	\$49.91	\$51.41	\$52.95	\$54.54

ADDENDUM B: HOURS OF WORK AND OVERTIME (LIBRARY)

- B.01 Library staff hours of work are established to meet the needs of the library.
- B.02 Staff will be scheduled with a minimum of 2 consecutive days off during the workweek, although the two days off may not fall on a traditional Saturday-Sunday configuration. Staff may opt out of the two-day weekend schedule with their supervisor's approval.

B.03 Meal & Break Periods:

Shift Length	Break	Meal Period
4 hour shift	One 15 minute break	None
4+ to less than 8 hour shift	One 15 minute break	One 30 minute unpaid meal period
8 hour shift	Two 15 minutes breaks	One 30 minute unpaid meal period

Following a vote of library bargaining unit members, it will be determined if paid break(s) and unpaid meal period will be combined to be taken at the same time.

- B.04 Scheduled Facility Closures: If the library facility is closed for facility maintenance or an extended holiday period as approved by the library board, an employee may request that the hours be rescheduled during the same pay period so long as it does not result in overtime.
- B.05 Procedure for Filling Advanced-Notice Vacancies for Circulation Shifts:
- B.05.1 The "Request for Leave" form is due from library staff by the 15th of the month prior to the time off requested.
- B.05.2 Shortly after the 15th of the month the scheduler will complete a draft of the next month's schedule, including a list of shifts that are required to be filled.
- B.05.3 The scheduler will post the open shifts on the schedule bulletin board. The intent is to complete this between the 17th and the 20th.
- B.05.4 On the same day the open shifts are posted, the list of open shifts will be offered in accordance with classification to all part-time Library Assistants (LAs) to their City email account. The email will contain a response due date (usually 4 calendar days) to reply and accept any shifts. The shifts will be assigned to part-time LAs in the order responses are received. All responses must be via the LA's City email account to note the time of their response.
- B.05.5 After the due date for response from the part-time LA team has passed, any remaining open shifts will be reviewed to see if the shift continues to be critical for coverage. If the shift still requires coverage, the scheduler will post the open shifts on the schedule bulletin board, and send to the Pages and the part-time LAs via City email. LAs or Pages interested in working the open shifts should reply via email. Again, the first to respond as available to cover the shift will be the first assigned to the shifts.

- B.05.6 The status of shifts may change or be removed anytime during this process due to updated operational needs.
- B.06 Library Employees' Process for Annual Paid Time Off Bids for accrued vacation, holiday, and personal days (not including sick leave of any type):
- B.06.1 PTO bids will occur in two (2) rounds prior to January 1 of the following year. Bids will be seniority-based. Library Administration will obtain a current seniority list from the Human Resources office prior to opening the bid process.
- B.06.2 In each of the two (2) rounds, every employee will be allowed a maximum of two (2) choices of PTO bids for a total of four (4) PTO bids prior to January 1.
- B.06.3 A single PTO bid consists of a maximum of five (5) consecutive working days on the employees' regular schedule. Bids exceeding five (5) consecutive working days will count as two (2) total bids for that employee.
- B.06.4 The first round of PTO bids will be open for a two (2) calendar-week period. Bids will be processed in seniority order by the scheduler prior to closing the first bid period. The results of the first round will be posted prior to opening the second round of bids.
- B.06.5 The second round of PTO bids will be open for the following two (2) calendar-week period. Bids will be processed in seniority order by the scheduler prior to closing the second bid period. The results of the second round will be posted prior to January 1 of the following year.
- B.06.6 After January 1, additional requests will be considered on a first-come-first-served basis, and shall be submitted by the 15th of the month prior to the month in which the days are being requested. Requests submitted after the 15th will be considered on a case-by-case basis, and decisions will be made based on the operational needs of the library.
- B.06.7 In the event of a standing schedule change, approved PTO bids and requests will be honored.

ADDENDUM C: HOURS OF WORK AND OVERTIME (MUSEUM)

C.01 Museum employees regular work schedules are assigned by the director. Employees will be notified of changes to the assigned schedules with as much notice as practicable.

C.02 Meal & Break Periods:

Shift Length	Break	Meal Period
4 hour shift	One 15 minute break	None
4+ to less than 8 hour shift	One 15 minute break	One 30 minute unpaid meal period
8 hour shift	Two 15 minutes breaks	One 30 minute unpaid meal period

When required to work alone for facility coverage, breaks and meal periods shall be as follows:

Shift Length	Break	Meal Period
4 hour shift	One 15 minute break	None
4+ to less than 8 hour shift	One 15 minute break	One 30 minute unpaid meal period
8 hour shift	Two 15 minutes breaks	One 30 minute unpaid meal period

ADDENDUM D: WATER TREATMENT PLANT EMPLOYEES

- D.01 The Union and the City agree to meet for negotiations in 2020 to bargain over issues and concerns specific to the operations of the City's Water Treatment Plant. The Water Treatment Plant is a twenty-four (24) hour operation and as such, the City and the Union recognize the need for further negotiations regarding Water Treatment Plant scheduling, holidays, overtime, standby and on-call provisions, and progression through Operator levels.

ADDENDUM E: POST-NEGOTIATION DISCUSSIONS

- E.01 The City and the Union agree to meet in 2020 to discuss potential inclusion of certain Municipal Fiber positions into the collective bargaining agreement. During discussions the parties may also address qualification requirements and pay for certain Public Works and/or Parks positions. These discussions are separate and distinct from cost of living negotiations addressed in Section 10.02.1, and/or topics addressed in Addendum D regarding Water Treatment Plant Employees.

NOTICE TO ALL MEMBERS

If you become unemployed or are not working due to an on-the-job injury, within the jurisdiction of the Local Union, you will be put on withdrawal status per your request. This will be done provided all dues and other financial obligations owed to the Local Union are paid, including the dues for the month in which the withdrawal status is to go into effect.

WEINGARTEN RIGHTS

The Union recommends employees exercise their Weingarten rights as follows:

1. If you are asked to attend a meeting with the Employer which you believe may lead to discipline, ask to have a Union Shop Steward or Union Business Representative present. Notify the Union Steward or Business Representative of the meeting immediately or as soon as possible. You may ask for this representation at any time prior to or during the meeting.
2. If you are unable to obtain representation before entering the meeting, you should:
 - a) Ask whether you are free to leave the room if you choose to do so;
 - b) Ask whether anything said at the interview could lead to disciplinary action or discharge;
 - c) If so, ask that a Union Steward or Business Representative be contacted and brought to the meeting place before any questioning occurs, and you be permitted to speak to the Union Steward or Business Representative in private prior to the questioning;
 - d) The Employer must then choose from among three options:
 1. Grant the request and delay questioning until the Union Representative arrives;
 2. Deny the request and end the interview immediately; or
 3. Give the employee a choice of: (a) having the interview without representation or (b) ending the interview.

IF THE EMPLOYER DENIES ANY OR ALL OF THE FOREGOING REQUESTS, THE UNION RECOMMENDS THAT YOU ATTEND THE MEETING BUT EXERCISE YOUR RIGHT TO REFUSE TO ANSWER ANY QUESTIONS THAT MAY LEAD TO DISCIPLINARY ACTION OR DISCHARGE.

These recommendations do not apply when an employee faces possible criminal charges. Such employee(s) should obtain the advice of an attorney.

LABOR AGREEMENT

BETWEEN

The CITY OF ANACORTES

AND

TEAMSTERS UNION LOCAL NO. 231

REPRESENTING

ANACORTES MUNICIPAL EMPLOYEES

JANUARY 1, ~~2020~~2022 – DECEMBER 31, 2022

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ARTICLE 1: RECOGNITION

- 1.01 The Employer agrees to recognize the Union as the sole collective bargaining agency for the bargaining unit as described in the certification of representation to include all regular full-time and regular part time non-supervisory employees of the City of Anacortes including library and museum employees, excluding uniformed employees, supervisors, confidential employees, and all other historically excluded employees.

ARTICLE 2: DEFINITIONS

- 2.01 The following definitions are provided for clarity:

Full-Time Employee: An individual who works a normal forty-hour workweek and is hired for an indefinite period. A full-time employee may be classified as either exempt or nonexempt.

Part-Time Employee: An individual who works less than a normal workweek and is hired for an indefinite period. A part-time employee may be classified as either exempt or nonexempt.

Provisional Part-Time Employee (applies to Library and Museum staff only): An employee with a FTE of less than 50% who typically works less than twenty (20) hours per week. Employees classified as provisional part-time are eligible for bereavement leave and personal holiday accrual proportionate to their FTE.

Temporary Employee: Generally is an individual who is hired either part-time or full-time for a specified, limited period. A temporary employee may be classified as either exempt or nonexempt. A temporary employee who works more than one thousand, forty regular hours (1040) in a work year may be required to join the applicable bargaining unit.

ARTICLE 3: UNION SECURITY

- 3.01 Dues Processing: The Union will notify the City of its initiation fees and dues. The City agrees to deduct such membership initiation fees and dues from the wages of employees who have authorized deductions in writing. The payroll deduction will begin the pay period following receipt of the authorization form. The City will remit to the Secretary-Treasurer of Teamsters Union Local 231 said monies together with a list of employees and amounts to be credited on their behalf.
- 3.02 Revocation: The Union will promptly furnish the Employer written notification from an employee who revokes consent of the deduction of Union initiation fees and dues. Once notified, the Employer will stop deducting initiation fees and dues.
- 3.03 Indemnification: The Union will indemnify the City against any and all liability which may arise by reason of the deduction by the City of money for Union membership dues from employee's wages in accordance with employee authorizations furnished to it by the Union, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article.

- 3.04 Notification to Union of New Hires: The City agrees to notify the Union of new hires within seven (7) days of hire. Notification will be in writing and will include name, address, date of hire, classification, work location, and phone number.
- 3.05 New Hire Orientation: The City will provide the Union thirty (30) minutes during the employees' regular working hours, for purposes of presenting information about the Bargaining Unit and Union membership. The presentation may occur during a new employee orientation provided by the employer, or at another time and location mutually agreed to by the employer and the Union. The Union Shop Steward and Business Representative will be allowed to attend this new hire orientation. This shall generally occur within the first two (2) weeks of an employee's date of hire but in no instance later than ninety (90) calendar days.
- 3.06 Communication: The employer shall remain neutral when communicating with employees about Union membership. Questions regarding Union membership will be referred to the Union, such as a Shop Steward or Business Representative.

ARTICLE 4: PROTECTION OF RIGHTS

- 4.01 Picket Lines: It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event a City of Anacortes employee refuses to enter upon any private property involved in a sanctioned labor dispute, or refuses to go through or work behind any sanctioned picket line of Union parties to this Agreement, and including sanctioned picket lines at the Employer's place of business. Sanitation employees shall make pickups that are located on the public right-of-way.

ARTICLE 5: MANAGEMENT RIGHTS

- 5.01 Personnel Management: The right to hire, promote, discipline or discharge for just cause, improve efficiency, and determine the work schedules and location of department headquarters are examples of management prerogatives. It is also understood that the City retains its right to manage and operate its departments except as may be limited by an express provision of this Agreement.
- 5.01.1 The employer shall have the right to continue to contract or sub-contract any work as it has done in the past, provided that any new kind of contracting shall be subject to impact bargaining. The employer will provide the Union with notice no less than thirty (30) days prior to implementation of any changes in operations or services that would require contracting or sub-contracting of bargaining unit work. This notice shall provide the Union with an opportunity to meet with the Employer to discuss whether or not the work can be efficiently and effectively performed by bargaining unit employees. These restrictions on contracting work shall not apply to seasonal work and the corresponding use of seasonal or temporary employees. The City retains the right to make all final decisions on contracting or sub-contracting after appropriate notice and discussion with the union. However, no such decisions shall be arbitrary or capricious.

- 5.02 Municipal Service Delivery: Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City, and as such, maximized performance is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes and means of providing municipal services, to increase, diminish, or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, and the assignment of employees to specific jobs within the bargaining unit in accordance with their job classification or title.
- 5.03 Performance Standards: The Union recognizes the City's right to establish and/or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of employees. In establishing new and/or revising existing performance standards, the City shall meet, prior to implementation, with the Union to jointly discuss such performance standards.
- 5.04 Personnel Policies: Nothing contained in this Agreement shall prevent the City from proceeding in accordance with Personnel Policies formally adopted by the City Council; provided that these rules do not conflict with items covered by this Agreement.
- 5.05 New Hire Salary Placement: The City reserves the right to place new employees within the salary grid appropriate to their experience as determined by the hiring department head.
- 5.06 Employee Assignments: Cross training may be assigned outside of an employee's general work assignment by mutual agreement of the City and the employee. If an assignment is reasonably related to the employee's general areas of work, training, and capabilities the City may assign an employee. During times of emergencies or when it is necessary for work to progress, the City reserves the right to reassign employees as necessary.
- 5.07 Use of Volunteers (Museum & Library): The use of volunteers support the ongoing mission of the Library and Museum and the evolving needs of the community. Volunteers will work under a defined volunteer program and will be assigned specific projects to complete while under staff supervision. The use of volunteers is to supplement staff and not to replace or supplant paid staff.

ARTICLE 6: EMPLOYEE RIGHTS

- 6.01 The Employer appreciates and strives to recognize quality performance and length of service. Both contribute greatly to the service the Employer and employees are able to provide customers.
- 6.02 Layoff & Reduction in Force: The Employer shall decide all questions as to layoffs, subject to the right of the Union to request and discuss with the Employer the reason for any layoffs involving bargaining unit positions. If a layoff or reduction in force becomes necessary, consideration will be given to each employee's qualifications, job performance, and seniority before a decision regarding such layoff or reduction in force is made. For the purpose of these incidents, employees will be grouped together with, and compared to, others in the same job classification. Seniority will be determined by adding all of the employee's time within the classification to half of the employee's time

spent in another City classification or classifications. For example, if an employee has five years in the classification being reduced and two years in a prior classification, the employee would be awarded six years of seniority.

- 6.03 Rehire Eligibility After Layoff: Decisions to rehire laid-off employees will be made using the same criteria; qualifications, job performance and seniority.
- 6.04 Holding Position After Layoff: In the case of layoffs, the employee's position and seniority shall be held up to, but not exceeding twelve (12) months from the date of the employee's last day of work prior to layoff.
- 6.05 Medical Leave of Absence: Medical Leaves of Absence are generally limited to a maximum of six months in duration. However, if the prognosis from the health care professionals is that the employee will never be able to return to employment, the leave may be shorter. Conversely, if the prognosis from the health care professionals near the end of the six month period is a more likely than not return to duty within a reasonable period of time beyond the six (6) months, the City agrees to consider such extension.
- 6.06 Filling Vacancies of Union-Represented Positions: If a position within the bargaining unit becomes open (through a vacancy, or if a new position is created), and the City intends to fill that position, the City will post the position simultaneously for both internal and external applicants. first advertise the position to all bargaining unit employees for seven (7) business days. The advertisement will include the current job description. Any bargaining unit employee who applies according to the advertised procedure, and meets the minimum qualifications, will be interviewed and considered prior to considering any external applicants for hire. The City is supportive of employees seeking promotional or other transfers within the organization-externally posting the position.e considering any external applicants for hire. The City is supportive of employees seeking promotional or other transfers within the organization-externally posting the position.
- 6.07 Probationary/Trial Period for New Employees: Positions covered by this Agreement will have a twelve-month (12-month) probationary/trial period during which time the employer decides the capability and desirability of retaining the new employee. During the trial period, supervisors will provide the new employee a written evaluation no less than every three (3) months. The evaluation will provide a clear update for the new employee with regard to the employer's perceived capability and desirability of retaining the new employee. During the probationary period the employee cannot transfer between departments. Trial/probationary periods may be extended in no more than three (3) month increments if the City deems the employee needs additional time in the position to verify their capability to continue in the position. Such extensions must be requested to the Union no less than ten (10) business days prior to the end of the official trial period.
- 6.08 Probationary/Trial Period for Employee Transfers: Current employees who transfer to another Teamster-represented position shall be placed on a six-month (6-month) probationary/trial period. Probationary/Trial periods for transfers may be extended in no more than three (3) month increments if the City deems the employee needs additional time in the position to verify their capability to continue in the position. Such extensions must be requested to the Union no less than ten (10) business days prior to the end of the official trial period. Employees who transfer to another position and are placed on a

six-month (6-month) probationary/trial period shall receive wage and step increases as outlined in Article 10, Sections 10.02 and 10.09 of this agreement.

- 6.09 Temporary Employees: A temporary non-represented employee shall become a member of the bargaining unit once the employee has accumulated one thousand forty (1,040) hours within a twelve (12) month period from the date of hire provided the employee is not terminated. Temporary non-represented part-time employees shall not be terminated for the purpose of avoiding accumulation of one thousand forty (1,040) hours from date of hire.

ARTICLE 7: NON-DISCRIMINATION

- 7.01 In accordance with applicable law, neither the City nor the Union shall discriminate against any employee covered by this agreement on the basis of race, color, national origin, creed, religion, sex, age (over 40), marital status, physical or mental disability, genetic information, gender identification, or status as an honorably discharged veteran, or any other class protected by federal, state, or local law. Other than union membership, any dispute concerning the interpretation and application of this article shall be processed through the appropriate federal or state agency or court.
- 7.02 The Union recognizes that the City is an Equal Opportunity Employer.

ARTICLE 8: NEGOTIATIONS

- 8.01 Bargaining unit employees shall be allowed to meet as a committee with City representatives to conduct collective bargaining negotiations during regular working hours provided that such Union Bargaining Committee shall not exceed three (3) members. With concurrence from the Mayor and the Union, the Union Bargaining Committee may be increased to a maximum of six (6) members.
- 8.02 The City agrees that compensatory time off at time and one-half (1½) rate of pay shall be paid to Union Bargaining Committee members for the hours spent in negotiations beyond the employee's regular workday.
- 8.03 No union activity, except for a bona fide grievance or investigation meeting or disciplinary hearing with a supervisor shall be conducted during the paid workday.

ARTICLE 9: HOURS OF WORK AND OVERTIME

- 9.01 Workday Defined: The workday, for the purpose of this Agreement, shall be an eight (8) hour workday within a twenty-four (24) hour period, except Waste Water Treatment Plant Operators and Water Treatment Plant Operators.
- 9.02 Meal Periods & Rest Breaks: The standard meal period shall be one (1) hour of unpaid time. Full-time employees shall receive a maximum of two (2) fifteen minute paid rest/relief periods in each day's work schedule. The rest period should occur approximately midway during each of the first (1st) and second (2nd) half of the work day, scheduled so that service to the public will not be impaired. With supervisory approval, such rest/relief periods may be added to the normal lunch period, but may not be taken at the end of the work day. With supervisory approval, a series of short

“intermittent breaks”, small breaks of a few minutes each that total fifteen (15) minutes every four (4) hours, are permissible if the nature of the employee’s work allows for such intermittent breaks. An employee who misses a rest/relief break shall notify a supervisor as soon as possible. Water and Wastewater employees’ meal period shall be one (1) hour of paid time during the scheduled working shift. This one (1) hour provision may be changed by mutual agreement between a majority of the employees in a department and their supervisor. Only operators are subject to the paid lunch period due to the requirement to manage the plant.

- 9.03 Extended Shift & Meal Break: Employees working three (3) or more hours longer than a standard eight 8-hour day shall be allowed one (1) additional paid thirty (30) minute meal period just prior to, or during, the work period that exceeds eight (8) hours. The meal period cannot be taken as the last 30 minutes of an extended shift.
- 9.04 Paid Meal for Overtime: Employees working unscheduled overtime for three or more hours who are not able or allowed to leave the job site will be provided a meal at city expense, consistent with the meal allowance in the City’s travel policy.
- 9.05 Shift Worker Defined: Employees, where the duties and the operation require twenty-four (24) hour coverage at the job location, are considered shift workers.
- 9.06 Workweek Defined: The workweek shall consist of five (5) consecutive eight (8) hour periods during seven (7) consecutive days, except for Water Treatment Operators and Waste Water Treatment Operators, unless mutually agreed upon between the majority of affected employees in that department and the department head. The normal workweek is Sunday through Saturday, beginning and ending at midnight on Saturday and consisting of forty (40) hours except for Water Treatment Operators and Waste Water Treatment Operators. See also Addendum D for Water Treatment Plant Employees.
- 9.07 Overtime: Overtime pay at the rate of one and one-half (1-1/2) times the minimum straight-time hourly rate of pay shall be paid for time worked beyond an employee’s normal assigned hours of labor within a twenty-four (24) hour period; and for time worked in excess of forty (40) hours within seven (7) consecutive day period, and for time worked on listed holidays.
 - 9.07.1 Water Treatment Plant Operators working shifts shall work a maximum of eighty (80) hours during any two (2) week period, and shall be paid straight-time pay for eighty hours in every two-week period, although their hours in any one workweek may fluctuate. If an operator works in excess of a scheduled shift, more than fifty-six (56) hours in a workweek, more than eighty 80 hours in the two (2) week period, more than two thousand eighty (2,080) hours in a year including listed holidays, the employee will be compensated at time and one-half (1½); provided, however, that the employee shall not be compensated twice for the same overtime hours. See also Addendum D for Water Treatment Plant Employees.
 - 9.07.2 If a Water Treatment Plant Operator receives less than twelve (12) hours’ notice before the start of an open shift, overtime will be paid for the additional hours beyond the original scheduled shift. If a Water Treatment Plant operator is notified more than twelve (12) hours in advance of the open shift, the

operator will adjust their schedule to eliminate overtime. See also Addendum D for Water Treatment Plant Employees.

- 9.07.3 Waste Water Treatment Operators working ten (10) hour shifts shall work a maximum of one hundred twenty (120) hours during any three (3) week period, and shall be paid straight time pay for one hundred twenty (120) hours in every three (3) week period although their hours in any one workweek may fluctuate. If an operator works in excess of a scheduled ten (10) hour shift, more than one hundred twenty (120) hours in a three (3) week period, or more than two thousand eighty (2,080) hours in a year including listed holidays, the employee shall be compensated at time and one-half (1½) provided, however, that the employee shall not be compensated twice for the same overtime hours.
- 9.08 Compensatory Time: Teamster-represented employees shall be allowed to accumulate compensatory time in lieu of overtime pay to a maximum balance of eighty (80) hours. Once an employee has reached the maximum accumulation, overtime compensation will be paid at the appropriate rate for overtime hours worked, consistent with section 9.07 of this agreement. Compensatory time shall be taken at the convenience of the Employer and the Employee. Employee's compensatory time balance will be cashed out annually on the December fifth (5th) payday. Prior to the December fifth (5th) payday employees may elect to carry over a maximum of sixteen (16) hours of compensatory time to the following calendar year.
- 9.09 Hourly Rate Calculation: For the purpose of payroll calculation, the minimum straight-time hourly rate of pay shall be calculated in the following manner: the annual rate of pay shall be divided by two thousand eighty (2,080) hours, which constitute the total number of regular hours in a year and is reached by multiplying the forty (40) hours per week times fifty-two (52) weeks.
- 9.10 Callout List: Employees in each division of Public Works Operations, (including Water Distribution), and Parks Maintenance may opt to be included on a rotating callout list. By November (1st) of each calendar year a "sign-up" list will be posted in each division for two (2) calendar weeks allowing qualified employees to sign up indicating a desire to be included on the annual call-out list. Upon completion of the two (2) week sign-up period, the employer will create a list in each division by seniority order. The list will be effective for twelve-months (12-months) beginning December 1st and ending November 31st. Employees are responsible for ensuring their supervisor and/or their designee has the employee's preferred phone number. To be eligible to receive a callout an employee must be fit for duty and able to respond onsite within sixty (60) minutes. The established call-out list shall be used by the supervisor and/or their designee in a rotating order. Once an employee is contacted for callout they will be moved to the bottom of the list whether they accept or refuse the callout. A supervisor may assist with a call-out to contain an emergent situation and work with bargaining unit members. However, the City agrees that bargaining unit work shall not be supplanted through the use of non-represented staff. Probationary employees are not eligible for the callout rotation until they have successfully completed their probationary period.
- 9.10.1 Callout Compensation: Employees called back to duty after completing their required shift and having left the place of employment shall be paid a minimum of two (2) hours at one and one half (1½) times the minimum straight time hourly rate of pay portal to portal. If an employee receives an additional callout

request while on a callout and has been performing the work for less than two (2) hours, the employee shall not receive an additional callout pay for the second callout. Employees, who have responded to a callout, returned to their initial portal and then receive another callout, will receive compensation for a new callout.

- 9.10.2 Holiday Callouts: Defined as callouts that occur on the recognized dates as defined in Article 12.01. Employees shall be paid a minimum of four (4) hours at one and one half (1 1/2) times the minimum straight time hourly rate of pay portal to portal. If an employee receives an additional callout request while on a callout and has been performing the work for less than two (2) hours, the employee shall not receive an additional callout pay for the second callout. Employees who have responded to a callout, returned to their initial portal and then receive another callout, will receive compensation for a new callout.

On January 1st, July 4th, November 11th and December 25th only, if the holiday falls on a Saturday or Sunday and the employee receives a callout on the weekend, holiday callout pay will apply. If an employee is called out on the observed holiday, holiday callout pay will apply as well.

- 9.10.3 Off-Duty Call: Employees receiving an authorized call at their home pertaining to work but not requiring them to return to duty, shall be paid in fifteen (15) minute increments at one and one half (1½) times the minimum straight time hourly rate of pay for the time they spend responding from home. See also Addendum D for Water Treatment Plant Employees.
- 9.11 Work Schedules: Management retains the rights outlined in Article 5 which specifically addresses the right to determine work schedules. Management and staff may propose changes in work schedules for groups of employees holding the same classification. Management retains the right to determine whether or not the proposed change meets the business needs of the department. If it does and with 60 calendar days' advance notice, staff will transition on a trial basis to the new schedule for a minimum of 90 calendar days to allow time to understand the pros and cons of the schedule. Following the trial period, staff who are impacted by the schedule change will vote on whether or not to transition to the new schedule permanently. Trial schedule changes shall be limited to one per calendar year. Schedules must conform to FLSA requirements and City ordinances.
- 9.12 Alternative Work Schedules: Employees are eligible to pursue an alternative work schedule. Final decisions for participation will be based upon an objective review of the individual circumstances and the demands of the position. An alternative work schedule will be implemented for an eligible employee who can satisfactorily demonstrate that the proposed schedule will not materially interfere with regular business operations of the City and will not compromise the City's existing service to citizens.

An employee with a documented performance problem may be denied their request for an alternative work schedule, depending on the nature of the performance problem.

Alternative schedules for non-exempt employees should be developed carefully and must comply with the Fair Labor Standards Act (FLSA). All non-exempt, overtime

eligible, Teamster-represented employees who are on an alternative work schedule will be paid on an hourly basis.

Changes on workload, funding, legal mandates, changing legal interpretations or other needs of the City and/or individual departments could cause the City to revise or cancel the alternative work schedule options offered at any time and without notice. An employee may request cancellation of the 'alternative work schedule' by providing reasonable notice to the City. Such reasonable notice shall not be less than 30 days advance notice of the requested termination date of the alternative schedule. Unless otherwise specified by the position, employees who return to a standard schedule will return to the standard base salary payment structure.

9.12.1 Sample Alternative Work Schedules:

- A) Flex-Time: Flex-time is a work schedule that permits flexible starting times and quitting times for employees other than the standard work day, with a standard number of core hours which must be worked. The following is the flex-time model adopted for the City:

FLEXIBLE TIME	CORE TIME	FLEXIBLE TIME
7:00 AM – 9:00 AM	9:00 AM – 3:00 PM	3:00 PM – 6:00 PM

- B) Compressed Work Week/Modified Compressed Work Week: Employees work a standard number of hours within fewer days during the same week, or each work day is an extra 30 - 60 minutes longer, with one day off, every other two or three weeks. Possibilities include:

- **4/10**: Forty (40) hours in a one-week period scheduled over four (4) working days. Each work day is a total of ten (10) hours.
- **9/80**: Eighty (80) hours in a two-week period scheduled over nine (9) working days. Example: the normal work day is extended by one-hour five days one week and three days the next week, with one regular eight-hour day. This produces one extra day off every two weeks.

- 9.12.2 Application Process: The interested employee will complete a standard written application, which will include the proposed alternative work schedule, the employee circumstances leading up to the request, potential problems identified and recommended solutions.

The department head and supervisor, within ten (10) working days, will review the application and recommended approval or denial. The application will then be forwarded to Human Resources. Prior to approval, Human Resources will ensure that the proposed schedule is in compliance with the Fair Labor Standards Act (FLSA). If approved, the individual will work with Human Resources and the department to implement the approved schedule. If the application is not approved, the written decision will include the reasons for the decision.

The decision should be considered final. Should circumstances change significantly, the employee may submit a new request, which includes the justification for reconsideration.

- 9.12.3 Trial Period: All approved applications will be implemented for a trial period, not to exceed three (3) months. At the conclusion of three months, the department director and Human Resources will reevaluate the situation, and will recommend whether the alternative work schedule should or should not be continued.

At the conclusion of the trial period, the involved department director may discontinue the alternative work schedule then or at any later time, providing a thirty day written notice to the employee, and including reasons for the discontinuation. If the alternative work schedule is discontinued, the employee may submit a new application if circumstances (of the employee, the department, or position) change significantly.

- 9.12.4 Accruing and Using Sick and Vacation Leave and Holiday Pay: In most circumstances sick leave and vacation leave will continue to accrue at the regular rate (for example: if the employee utilizes time off without pay on holidays their vacation and sick leave accruals would be reduced accordingly). When an employee takes a full day of sick or vacation leave, the time charged will be equivalent to the full number of hours the employee was scheduled to work. This compensates for actual time absent for regularly scheduled work hours.

When a paid holiday, as defined in Article 12, falls on an employee's regularly scheduled work day, the employee will be paid eight (8) hours of holiday pay.

For each recognized holiday, employees on an alternative work schedule may elect not to use their accrued vacation, compensatory time, or personal holiday hours to supplement the eight (8) holiday hours. For example, if the employee regularly works 10 hours per shift they may elect to only receive eight (8) hours of holiday pay, and have two (2) hours of time unpaid. If the employee does not use their accrued vacation, compensatory time, or personal holiday hours, the time must be marked as absent without pay; leave accruals and benefits will be adjusted accordingly. If an employee fails to designate unpaid time as "absent without pay" within the same pay period as the holiday occurred, accrued vacation, compensatory time, or personal holiday hours will be applied to the hours in excess of eight (8) for the holiday.

- 9.12.5 Standards: Employees will schedule personal appointments (doctor, dentist, etc.) on their scheduled day off, whenever possible. Employees may be asked to fill in on their regularly scheduled day off for employees who are absent and such employees shall be compensated at his/her appropriate rate of pay. Supervisors and employees will provide as much advance notice as possible and will be flexible in working out an alternative schedule for the employee asked to work on their regular day off.

- 9.13 See Also Addendum B for Hours of Work and Overtime for Library Operations.

9.14 See also Addendum C for Hours of Work and Overtime for Museum Operations.

ARTICLE 10: WAGES

10.01 Pay Dates: Employees are paid on the 5th and the 20th of the month. If the regular payday occurs on a Saturday, Sunday, or a holiday, employees is paid on the last working day before the regular payday.

10.02 Wages: Wages shall be set forth in Addendum A.

~~10.02.1 The 2022 salary schedule will reflect a 5.0% wage increase from the prior year's salary schedule.~~

~~10.02.1 Effective June 1, 2020 and based on the results of a comparable data study, the Union and the City have agreed to a restructured wage matrix. Placement of positions in the new wage matrix shall be based on comparable data, and determined as agreed to by the Negotiating Committee. The current wage for each employee relative to their current placement in the 2019 wage matrix may be modified based on placement into the new matrix however, all 2019 wages as applied to the new wage matrix shall receive a minimum three percent (3%) increase. Due to the unknown consequences of the COVID-19 Pandemic the Union and the City agree to a wage opener in the fall of 2020 to bargain in good faith over a Cost of Living Increase (COLA) for the remaining successor years of this agreement.~~

~~10.02.2 In lieu of retroactive payment to January 1, 2020, the City agrees to a one-time lump sum payment of \$1,300 per each regular full-time employee represented by the CBA, pro-rated per full-time equivalency (FTE) status that was in effect on January 1, 2020. The total payment will be pro-rated for employees who retire(d) or were hired between January 1 and May 31, 2020 (new employees hired in 2020 must still be employed upon ratification of the agreement to be eligible for the payment). The one-time lump-sum payment shall not be considered precedent-setting, and does not indicate how the City will address future collective bargaining negotiations with the Union.~~

10.03 Wage Increases: Employees cost of living and merit "step" increase (assuming positive performance) wage increases will be applied on January 1st of each year.

10.04 Paychecks & Errors: Employees who discover a mistake in their paycheck, lose their paycheck, or have it stolen should notify their supervisor immediately. In the case of a mistake made by the City the error will be remedied promptly.

10.04.1 Errors, which overpay the employee shall be corrected within six (6) months of their discovery by either the employee or the City. If necessary, and whenever possible, the overpayment can be paid back to the City in installments. Repayment schedules shall not extend beyond the end of the year in which the overpayment was made.

10.05 Payroll Administration & Prevailing Law: It is agreed by the parties hereto that should a state or federal agency require changes to be made in the manner in which wages are computed and paid pursuant to this Article that such required changes will be

implemented. Employer agrees to give the Union immediate notice of any required changes and further agrees to meet and discuss with Union the effect of such required changes and further agrees to provide notice of any such requirements immediately upon receipt from the state or federal agency.

- 10.06 Out-of-Class Assignments: If an employee is temporarily assigned for a period of five (5) or more consecutive working days to another position, union or non-represented, paying a higher wage than the rate of the employee's regular position, the employee shall be paid at step one (1) of the wage scale for the position whose wage they are assuming, or a minimum of a 6% increase, whichever is greater. The employee must be able to assume the majority of the duties of the higher classification and have the education and/or certificate requirements stated in the job description. No employee shall be subject to censure when assigned to a position for which the employee has not been properly trained. In the event any employee is temporarily shifted for the City's convenience to a position paying a lesser wage than the rate for the employee's regular position, no reduction in the employee's wage shall be made, but in case the employee's services are not required in the employee's class of employment, the City may, with the employee's consent, instead of laying the employee off, transfer the employee to another job which is vacant and pay the employee the regular rate for that position. If the former position is renewed, the City shall automatically reinstate the employee in the employee's former position.
- 10.07 Longevity Pay: Longevity pay is limited to those employees hired before January 1, 2021. Longevity pay for eligible employees shall start after five (5) years employment at the rate of five dollars (\$5.00) per month for every year worked to a maximum of twenty (20) years. After five (5) years, longevity pay would be twenty-five dollars (\$25.00) with five dollars (\$5.00) per month added every year until a total of one-hundred dollars (\$100) longevity per month is reached.
- 10.08 Shift Differential Pay: Shift differential pay shall be added to the basic monthly wage of Public Works employees covered by this agreement who are assigned to a regular shift between the hours of 4:00 pm and 8:00 am. Shift differential pay shall be seventy-four cents (\$0.74) per hour in addition to the employee's minimum straight-time hourly rate of pay. See also Addendum D for Water Treatment Plant Employees.
- 10.09 Step Progression: Progression through the proficiency levels of a salary range will be based on the employee's satisfactory performance as rated in the yearly performance evaluation in connection with time in a job classification. Each employee will be eligible for and receive an annual evaluation for a step increase (if appropriate) to be effective on January 1st of each year.
- 10.10 Progression for Water and Wastewater Plant Employees (WTP and WWTP): For the water and wastewater plants, progression between levels is tied to an employee's experience and level of certification as outlined in the job description. See also Addendum D for Water Treatment Plant Employees.
- 10.11 On Call Status and Pay for WTP and WWTP Employees: WTP and WWTP Operators shall be responsible for carrying cell phones when assigned to be on call during their off-duty hours to accommodate the services of the City. WTP and WWTP operators shall be compensated two dollars and forty cents (\$2.40) per hour for on call pay. The "on-call" pay serves to compensate the employees for being available to receive telephone

directions that may be required. Management shall determine which operators are qualified and shall assign the qualified operators to the "on-call" schedule as necessary. As the employees assigned to the "on-call" schedule are not confined to their homes or to any particular place, but may come and go as they please, provided they carry cell phones that allow them to be reached, the hours spent "on-call" are not to be considered as hours worked. The City reserves the right to suspend or discontinue the "on-call" system. On call operators must be fit for duty and able to respond to the assigned facility within 60 minutes. See also Addendum D for Water Treatment Plant Employees.

- 10.12 Lead Assignment: An employee selected by the City to act as a lead, shall receive a 9% premium above the base wage.
- 10.13 Qualification Pay: Required certifications will be included in the Teamster-represented job descriptions. However, employees that hold the qualifications in the positions listed below will receive qualification pay as indicated in the table. The maximum qualification pay an employee may receive is three hundred dollars (\$300) per month. Employees become eligible for qualification pay the pay period following the City's receipt of proof of certification.

Position	Certification	Total Qualification Pay (per month)
Water Maintenance & Distribution	Water Distribution Manager 2	\$200
Water Maintenance & Distribution	Water Distribution Manager 3	\$300

ARTICLE 11: HEALTH & WELFARE

- 11.01 Medical Insurance Plans: The City will provide employees with the following plans: AWC Healthfirst High Deductible Health Plan, Kaiser High Deductible Health Plan, AWC Healthfirst \$250 plan, or Kaiser Access PPO, all as offered through the Association of Washington Cities Benefit Trust.
- 11.02 Medical Plan Transition (in 2016):
- 11.02.1 In consideration of healthcare plan changes that occurred in 2016, employees hired no later than January 1, 2017 (i.e. grandfathered employees) will receive a \$109.00 monthly stipend.
- 11.02.2 City and Employee Cost Sharing for \$250 Deductible Plans: For employees choosing the HealthFirst \$250 deductible plan or the Kaiser Access PPO \$250 deductible plan, the City will pay 100% of the premiums for the employee and 90% of the premiums for dependents.
- 11.02.3 Shared Cost Savings for \$250 Deductible Selection: For employees hired prior to January 1, 2020 the City will share fifty percent (50%) of the premium cost savings difference between the Kaiser Access PPO \$250 plan and the Healthfirst \$250 plan to be paid on each pay period.

- 11.02.4 Election of High Deductible Health Plan (HDHP): In 2020, 2021, and 2022 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.
- 11.02.5 Shared Cost Savings for HDHP Selection: For employees hired prior to January 1, 2021 who are 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 lower premium \$250 deductible plan (HealthFirst 250 or Kaiser Access 250) to be contributed into the employee's HSA on each pay period.
- 11.02.6 Annual HSA Transfer: 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 5th payday so long as the employee's vacation balance does not fall below 40 hours. The IRS determines the inflation adjusted HSA contribution maximum.
- 11.02.7 Dual Insurance: For employees enrolled on Dual Insurance, the employee will receive an incentive equivalent to 50% of the lower-premium \$250 deductible plan (HealthFirst 250 or Kaiser Access 250) premiums that the City would otherwise contribute to health insure the dependents.
- 11.03 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.
- 11.04 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.
- 11.05 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.
- 11.06 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 six (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.
- 11.07 Long-Term Disability: The City agrees to pay 100% of the premium for a long term disability insurance policy. The short term disability plan in effect at the time of this Agreement is with Standard Life Insurance.
- 11.08 Changes Required by Provider: 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.

11.09 Part-Time Employees:

- 11.09.1 Regular part-time employees hired after January 1, 2014 and who are classified as 50% - 79% FTE are eligible for their FTE equivalent of the employee-only medical insurance premiums provided by the City. Regular part time employees have the option of enrolling eligible dependents on the City's medical insurance plan during open enrollment or for a qualifying event; however, the employee is responsible for dependent's premium expenses.
- 11.09.2 Regular part time employees hired prior to December 31, 2013 who are classified as 50%-79% FTE are eligible for health insurance coverage once the employee has worked one thousand forty (1,040) hours within a twelve (12) month period from the date of hire. Health insurance coverage includes medical, dental, vision, and drug coverage for the employee only. Regular part time employees have the option of enrolling eligible dependents on the City's medical insurance plan during open enrollment or for a qualifying event; however, the employee is responsible for dependent's premium expenses.
- 11.09.3 Application to Library & Museum Represented Employees: Regular part time represented library and museum employees who are classified as 50% - under 75% FTE are eligible for their FTE equivalent of the employee-only medical insurance premiums for the lowest cost (non-high deductible plan) provided by the City. Regular part time employees have the option of enrolling eligible dependents on the City's medical insurance plan during open enrollment or for a qualifying event; however, the employee is responsible for dependent's premium expenses.

ARTICLE 12: HOLIDAYS

12.01 The following shall be considered holidays:

New Year's Day	January 1 st
Martin Luther King Day	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
<u>Juneteenth</u>	<u>June 19th</u>
Independence Day	July 4 th
Labor Day	First Monday of September
Veteran's Day	November 11 th
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving	Day immediately following Thanksgiving
Christmas Day	December 25 th

A holiday shall be deemed to start at twelve o'clock (12:00) a.m. on the day of the holiday and end at eleven fifty-nine (11:59) p.m. on the day of the holiday.

- 12.02 In addition to the ~~ten-eleven (11)(10)~~ designated holidays above, the employee may take additional three (3) personal days (at eight (8) hours each) of the employee's choosing to be taken at straight-time compensation, subject to the department requirements and subject to one (1) week written notice given to the department head prior to the requested personal day; and any day designated by public proclamation of the chief executive of the state as a legal holiday.
- 12.02.1 Library employees please refer to the Paid Time Off Bid Procedure in Addendum B.
- 12.03 If any of the stated holiday dates are changed by the state legislature, said change would be affected in this Agreement. The City may declare or affirm other days as holidays for its employees as long as it does not reduce, in number, the currently negotiated total.
- 12.04 Non-Shift Workers: When a holiday falls on Saturday, the preceding Friday shall be declared the legal holiday. When a holiday falls on Sunday, the following Monday shall be declared the legal holiday.
- 12.05 Shift Workers: Where a holiday falls on their scheduled day off employees shall be paid their regular salary plus eight (8) hours at the minimum straight-time hourly rate of pay. Shift workers have the actual day the holiday falls on.
- 12.06 For holiday callouts, refer to Article 9.10.2.
- 12.07 Employees shall have their personal days pro-rated in the event of their termination. Those personal days used but not accrued will be deducted from their final paycheck.
- 12.08 Holidays Worked: Employees who work on an observed holiday or shift workers who work on an actual holiday shall receive overtime for their hours worked in addition to straight time holiday pay.
- 12.08.1 Application to Library & Museum Represented Employees: The City may assign employees to work an observed or actual holiday as it deems necessary. Employees who work will receive overtime pay for hours worked on the actual holiday.
- 12.09 Full-time employees are eligible to receive eight (8) hours of pay at their regular hourly rate for each observed holiday. No "banking" of holiday hours for future use is permitted. Employees on an alternative work schedule, or other employees who are paid on an hourly basis, may elect not to use their accrued vacation, compensatory time, or personal holiday hours to supplement the eight (8) holiday hours. (See Section 9.12.4.) Part-time employees with a FTE of 50% or greater are entitled to holidays. The amount of pay is determined on the same basis as for full-time employees, but is based on the employee's full time equivalency (FTE) budget allocation. For example, an employee allocated at sixty-five (65%) percent FTE will receive five point two (5.2) hours of holiday pay on each City approved holiday. Employees on unpaid leaves of absence or on layoff are not eligible to receive holiday pay. Provisional part-time employees with a FTE of less than 50% and temporary employees do not receive paid holidays.

- 12.10 In lieu of paid holidays, provisional part time employees working in the Library and Museum with a FTE of less than 50% are eligible to receive three personal holidays. Personal holidays are prorated according to the employee's full time equivalency. Personal holidays accrue on January 1 of each year but are prorated. See also Section 12.07.
- 12.11 See also Addendum D for Water Treatment Plant Employees.

ARTICLE 13: VACATION LEAVE

13.01 Vacation leave with full pay shall accrue per month and per year to a full-time employee as follows:

Service Period Months of continuous employment	Service Period Years of continuous employment	Vacation Accrual Rate per Month	Vacation Accrual Rate per Year	Maximum Accrual Total Hours
First month through 48 months	Beginning of the 1 st year through completion of the 4 th year	8 hours per month	96 hours per year	176 hours
Months 49 through 108	Beginning the 5 th year through completion of the 9 th year	10 hours per month	120 hours per year	200 hours
Months 109 through 168	Beginning the 10 th year through completion of the 14 th year	14 hours per month	168 hours per year	240 hours
169 months and beyond	Beginning the 15 th year	17 hours per month	204 hours per year	240 hours

13.02 Vacation leave shall be taken at times when it will least interfere with the work of the Employer. The Employer will not unreasonably deny leave requests consistent with the needs of the department. The Employer shall determine the period, by seniority, when leave may be taken, subject to the right of the Union to discuss the matter with the Employer. Once the Employer has approved a vacation request in writing, the time shall not be cancelled except in the case of emergency. (For Library employee vacation request procedures please refer to Addendum B.)

13.03 Vacation leave shall be computed exclusive of holidays or sick leave.

13.04 Part-time employees who are scheduled to work at least twenty (20) hours per week one thousand forty (1,040) hours per year are entitled to vacation on a pro-rata basis. The length of the vacation will be determined on the same basis as for full-time employees but part-time employees shall earn vacation leave hours proportionate to the number of hours they regularly work in a month. Part-time employees working less than twenty (20) hours per week and temporary employees do not receive paid vacation.

ARTICLE 14: SICK LEAVE

The City follows the Washington State Paid Sick Leave law (WPSL). Accrual and usage of WPSL is addressed in the City personnel policies. When using City-paid (non-WPSL) sick leave the following provisions apply:

- 14.01 Accrual: Each full-time employee shall accrue eight (8) hours of sick leave per calendar month. The maximum accrual is one thousand four hundred forty (1440) hours. Part-time employees shall earn sick leave hours proportionate to the number of hours they regularly work in a month. For example, a part-time employee working twenty (20) hours per week would be eligible for one half (1/2) the paid time-off that a full-time employee receives.
- 14.02 Sick leave cannot be taken before it is accrued.
- 14.03 Notification: Notification of absence due to sickness shall be given to the employee's immediate supervisor or department head four (4) hours prior to start of shift unless it is shown that such notification was impossible. Failure to properly report an illness may be considered as an absence without pay and may subject the employee to discipline as well.
- 14.04 Medical Verification: The City may, at its discretion, require an employee to submit a physician's verification of illness following three (3) days or more of absence.
- 14.05 Medical Examination: Additionally the City may, at its discretion, require an employee seeking to utilize sick leave to submit at any time during such leave to an examination by a doctor or nurse designated by the City, at the City's expense, except that any required examination of the employee during the period the employee is sick shall, if so requested by the employee, be at the employee's residence if the employee is too sick to travel.
- 14.06 Abuse of Sick Leave: Abuse of sick leave is a serious matter. If proper notification is not given, or abuse is observed, any absence may be charged as leave without pay and/or may constitute cause for discipline up to and including discharge for a repeated occurrence at the discretion of the City.
- 14.07 Union Cooperation: The Union agrees that abuse of sick leave is a serious matter and the Union shall join the City in locating and reporting abuse of sick leave whenever or wherever it may occur.
- 14.08 Multiple Benefits: Sick leave is intended for use in cases of actual illness or injury. In case of any illness or injury which is covered by the State Industrial Insurance Act or any other state or federal act whereby benefits are paid to an employee for sickness or injury, sick benefits herein provided shall apply; provided, however, that in no case shall the total of all such benefits exceed the employee's scheduled straight-time pay.
- 14.09 Unused Sick Leave & Reimbursement for Retiring Employees: Upon retirement, employees are eligible for reimbursement of a portion of their unused sick leave proportionate to their sick leave balance:

Sick Leave Balance at Retirement	Percent Reimbursement
0-800 hours	0%
801-1251 hours	18%
1251-1440 hours	25%

ARTICLE 15: BEREAVEMENT LEAVE

- 15.01 In the event of the death of an employee's immediate family member, time off with pay for the employee's regular scheduled workday will be granted to regular full time employees. The phrase "immediate family" for the purposes of the bereavement includes the employee's spouse (or domestic partner), brother, sister, father, mother, stepfather, stepmother, grandparent, grandchildren, children, stepchildren, father-in-law, mother-in-law, grandparent-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law.
- 15.02 Three (3) consecutive days off with pay will be approved to attend the funeral or memorial service (maximum twenty-four (24) hours).
- 15.03 Two (2) additional consecutive days off with pay will be approved for travel from the employee's home to the funeral or memorial service if the travel exceeds two hundred (200) miles each way (maximum sixteen (16) hours).
- 15.04 Regular and provisional part-time employees are eligible to receive Bereavement Leave. The amount of leave allowed will be prorated according to the employee's FTE. For example, a 50% part-time employee working twenty (20) hours per week would be eligible for one half (1/2) the paid time-off that a full-time employee receives.

ARTICLE 16: LEAVE OF ABSENCE

- 16.01 Employees desiring a leave of absence must submit their request for such leave in writing within a reasonable period of time prior to its commencement. The City must approve all leaves of absence, in writing. Employees shall not accrue sick leave or vacation during such approved leave of absence.

ARTICLE 17: GRIEVANCE PROCEDURE

- 17.01 Any disputes or claims of wrongful action on the part of the Employer, which may arise under this Agreement, including interpretation and application of this Agreement, shall be settled as stated in this Article. A bargaining unit member who is the subject of disciplinary action, including oral reprimand, written reprimand or discharge and who feels such action is improper, may appeal to the Union within ten (10) business days of the reprimand or discharge. New probationary employees may not contest discipline or termination decisions through the grievance procedure.

Union Defined: For the purpose of this article, Union shall mean, Secretary-Treasurer, Business Representative, and/or Shop Steward.

Business Day Defined: For the purpose of this article, a calendar day shall be exclusive of Saturdays, Sundays and holidays.

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

Step 1: Any employee and/or steward who have a grievance shall present the grievance to the immediate supervisor, either orally or in writing. All grievances must be presented no later than ten (10) business days from the date of the occurrence of the matter giving rise to the grievance or within ten (10) 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. The immediate supervisor shall render a written response to the grievant and Union within ten (10) business days after the grievance is presented. Every effort shall be made to settle the grievance at Step 1.

Step 2: If the grievance is not settled at Step 1, then it shall be submitted in writing to the department head or designee. The grievance shall contain a complete statement of the facts, the contractual provisions allegedly violated, and the relief requested. The department head or designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) business days with the grievant and Union if requested by the employee, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the department head or designee shall provide a written response to the grievant and Union, within ten (10) business days following their meeting.

Step 3: If the grievance is not settled at Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Mayor within ten (10) business days after receipt of the City answer in Step 2. Thereafter, the Mayor or designee and the department head or designee, shall meet with the grievant and Union within ten (10) business days of receipt of the Union's appeal, if at all possible. If no agreement is reached, the Mayor or designee shall submit a written answer to the Union within ten (10) business days following the meeting.

Step 4: Arbitration: If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3, the Union may refer the grievance to arbitration, as described below, within ten (10) business days of receipt of the written answer as provided to the Union at Step 3.

The parties shall attempt to agree upon an arbitrator within ten (10) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of ten (10) arbitrators from which list the arbitrator shall be selected by the Union and the Employer alternately striking one (1) name from the list until only one (1) name shall remain.

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

Any decision rendered by the arbitrator will be final and binding upon all parties.

The fees and expenses of the arbitrator and all other mutually incurred expenses of the arbitration shall be divided equally between the City and the

Union; 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.

- 17.03 Reinstatement: In the case of reinstatement, no time loss or salary reduction will be made, nor will any seniority be taken away from the employee.
- 17.04 If a grievance is not appealed to the next step, by the Union, 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 within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

ARTICLE 18: EQUIPMENT AND SAFETY

- 18.01 Tools: The City will supply hand tools to equipment mechanics for on-the-job usage. The City agrees, at its discretion, to replace tools that are broken or damaged on the job.
- 18.02 Rain Gear: Shall be provided by the City for outside workers as deemed necessary by the supervisor.
- 18.03 Boots/Safety Footwear (Effective January 1, 2021): Beginning the second (2nd) pay period of January each year, the City will contribute up to two-hundred dollars (\$200.00) into a boot/safety footwear allowance for the positions listed in 18.03.3. The allowance must be used by December 31st of the same year, and will not roll over.

Employees will submit a receipt for their boots and it will be drafted from their account balance, or if the employee prefers they may select from one of the City's pre-approved boot vendors. A voucher with the amount the vendor can invoice to the city (not to exceed the balance in the employee's account at the time of purchase). Any overages beyond the account balance will be the employee's responsibility.

- 18.03.1 The City will allow a new employee to purchase boots using a one-time draft of up to two-hundred dollars (\$200). If the probationary employee is separated from the city, pro-rated costs of the boots will be recovered from the final paycheck. Newly-hired employees will not qualify for additional payments until the January following successful completion of their probationary period.

18.03.2 Boot Allowance Transition (2020-2021):

- A. For the remainder of 2020 the City will continue to contribute into an account a boot allowance of five dollars (\$5.00) per pay period for the positions listed in 18.03.3. The account balance shall be capped at \$240. Beginning January 1, 2021, employees may have a one-time roll-over of \$40 maximum for use in 2021. Employees are encouraged to use their current boot/footwear bank balance in 2020.

- B. For the remainder of 2020 the City will allow a new employee to purchase boots using a one-time draft of up to \$120.00. If the probationary

employee is separated from the City, all costs of the boots will be recovered from the final paycheck, less any amounts already accrued to the boot allowance.

- C. For transition to the new boot allowance, in January 2021 only, employees who were hired in 2020 who are still on probation will be eligible for the two-hundred dollar (\$200) allowance. However, if the employee is separated from the City prior to the end of their probation, pro-rated costs of the boots will be recovered from the final paycheck.

18.03.3 The City agrees to furnish boots, or otherwise appropriate safety footwear as required, for the following positions:

- Building Inspector
- Engineering Technician
- Equipment Mechanic
- Park Maintenance Worker
- Park Maintenance Foreperson
- Solid Waste/Sanitation Worker
- Street/Sewer/System Maintenance Worker
- Waste Water Treatment Plant Operator
- Water Maintenance & Distribution Worker
- Water Treatment Plant Instrumentation Technician
- Water Treatment Plant Operator

18.03.4 Employees shall be held accountable for the boots assigned to the employee by the City. Boots lost or destroyed on the job shall be replaced by the City where said loss or destruction was incurred as a direct result of an occurrence not due to the employee's intentional act or negligence. The employee shall replace boots assigned to an employee that are lost or mutilated as a direct result of the employee's negligence. The employee shall replace boots lost or mutilated off the job.

ARTICLE 19: WORK CONTINUATION

19.01 The Union recognizes that the Employer is engaged in a vital public service requiring continuous operation and, hence, recognizes its obligation, together with the Employer to work toward continuous service to the City during the term of this Agreement in strict compliance with RCW 41.56.120.

ARTICLE 20: FRINGE BENEFITS

20.01 The Employer shall provide the Union with designated space on an available bulletin board at each work building. The Union may post its notices, of a non-political, non-inflammatory nature. The Union will limit the posting of Union notices to such bulletin board. The Union shall provide a copy of all postings to the Employer at least two (2) hours prior to posting, unless approved for immediate posting by the department head. The Union will remove dated material. All costs incident to preparing and posting of Union material will be borne by the Union and the union will be responsible for maintaining its portion of the bulletin board in an orderly and neat fashion.

- 20.02 Prior to the City contracting out for any services presently provided by bargaining unit employees, the City will meet with the Union to discuss the issue. If, however, the City elects to privatize any utility, the affected employees will be given four (4) weeks' notice.
- 20.03 Should the City contract out any services, presently provided by bargaining unit employees, the City will make a good faith effort to relocate these employees within the bargaining unit, and in the event is unable to do so, the City agrees to provide severance pay for each laid-off/terminated employee in the following manner:

Years of Service	Severance Pay
00 – 04	4 weeks
05 – 09	5 weeks
10 +	6 weeks

However, if the awarded contractor hires these same employees, the severance pay will be waived.

- 20.04 The City agrees to furnish breakroom supplies for the bargaining unit employees, including coffee, tea, and hot chocolate mix.

ARTICLE 21: DRUG & ALCOHOL TESTING

- 21.01 It is the intent of the City and the Union 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. A sustained finding will result in disciplinary action, up to and including dismissal.

Employees must report their use of over-the-counter or prescribed medications to their supervisor 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.

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

- 21.02 Union Held Harmless: The City assumes the sole responsibility for the administration of this Policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement related to drug and alcohol testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol-testing program.
- 21.03 Conflict With Other Law: This Article is not intended to supersede or waive any constitutional or other rights that employee may be entitled to under federal, state or local statutes.

ARTICLE 22: COMPLETE AGREEMENT CLAUSE

22.01 The Employer and the Union acknowledge, that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. This Agreement shall constitute the sole agreement between the parties and no other stipulation, understanding or past practice shall qualify its terms; provided, however, this Agreement shall be subject to modification by mutual written agreement of the parties hereto.

ARTICLE 23: TERM OF AGREEMENT

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

23.02 All terms and conditions specified within this Agreement shall remain in effect until the effective date of a subsequent agreement, not to exceed one (1) year from the termination date stated in this Agreement. Thereafter, the Employer may unilaterally implement according to law.

23.03 This Agreement shall become effective on January 1, 2020 following ratification, and shall remain in full force and effect until and through December 31, 2022. Should any party desire to change, modify or terminate the Agreement, written notice must be given to the other party at least sixty (60) days prior to December 31, 2022. In the event of written notice of a desire to change or modify the Agreement by either or both parties, negotiations shall commence without undue delay. Written notice by either party of a desire to change or modify the Agreement prior to sixty (60) days prior to December 31, 2022, is subject to negotiations by mutual agreement only.

EXECUTED THIS 18TH DAY OF ~~MAY~~JANUARY, ~~2020~~2022.

Rich Ewing
Secretary-Treasurer

~~Laurie M. Gere~~Matt Miller
Mayor

Jennifer Thompson
Business Representative

Emily Schuh
Administrative Services Director

ATTEST

Steve Hoglund
City Clerk/Treasurer

ADDENDUM A: SALARY SCHEDULE (Effective 6/1/2020/1/1/2022)

See following pages Addendum A-1 through Addendum A-3.

TEAMSTERS LOCAL 231
2022 last updated 1/1/22 6.5% COLA

3% BETWEEN STEPS AND GRADES

*Wage calculations are applied to the monthly wage rate at Grade T5, Step 5. This calculation method maintains the integrity of the wage structure with PN between steps and PN between grades.

Min. Wage = \$1.00	Position Title	Base Period	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Library Pages, Museum Docents	Hourly	\$14.69						
Grade T1	Museum Aide	Annual	\$34,777.64	\$35,820.97	\$36,895.60	\$38,002.47	\$39,142.54	\$40,316.82	\$41,526.32
		Monthly	\$2,898.14	\$2,985.08	\$3,074.63	\$3,166.87	\$3,261.88	\$3,359.73	\$3,460.53
		Hourly	\$16.72	\$17.22	\$17.74	\$18.27	\$18.82	\$19.38	\$19.96
Grade T2		Annual	\$35,820.97	\$36,895.60	\$38,002.47	\$39,142.54	\$40,316.82	\$41,526.32	\$42,772.11
		Monthly	\$2,985.08	\$3,074.63	\$3,166.87	\$3,261.88	\$3,359.73	\$3,460.53	\$3,564.34
		Hourly	\$17.22	\$17.74	\$18.27	\$18.82	\$19.38	\$19.96	\$20.56
Grade T3		Annual	\$36,895.60	\$38,002.47	\$39,142.54	\$40,316.82	\$41,526.32	\$42,772.11	\$44,055.27
		Monthly	\$3,074.63	\$3,166.87	\$3,261.88	\$3,359.73	\$3,460.53	\$3,564.34	\$3,671.27
		Hourly	\$17.74	\$18.27	\$18.82	\$19.38	\$19.96	\$20.56	\$21.18
Grade T4		Annual	\$38,002.47	\$39,142.54	\$40,316.82	\$41,526.32	\$42,772.11	\$44,055.27	\$45,376.93
		Monthly	\$3,166.87	\$3,261.88	\$3,359.73	\$3,460.53	\$3,564.34	\$3,671.27	\$3,781.41
		Hourly	\$18.27	\$18.82	\$19.38	\$19.96	\$20.56	\$21.18	\$21.82
Grade T5		Annual	\$39,142.54	\$40,316.82	\$41,526.32	\$42,772.11	\$44,055.27	\$45,376.93	\$46,738.24
		Monthly	\$3,261.88	\$3,359.73	\$3,460.53	\$3,564.34	\$3,671.27	\$3,781.41	\$3,894.85
		Hourly	\$18.82	\$19.38	\$19.96	\$20.56	\$21.18	\$21.82	\$22.47
Grade T6	Library Assistant, Museum Curator, Museum Educator	Annual	\$40,316.82	\$41,526.32	\$42,772.11	\$44,055.27	\$45,376.93	\$46,738.24	\$48,140.39
		Monthly	\$3,359.73	\$3,460.53	\$3,564.34	\$3,671.27	\$3,781.41	\$3,894.85	\$4,011.70
		Hourly	\$19.38	\$19.96	\$20.56	\$21.18	\$21.82	\$22.47	\$23.14
Grade T7	Library Automation Assistant	Annual	\$41,526.32	\$42,772.11	\$44,055.27	\$45,376.93	\$46,738.24	\$48,140.39	\$49,584.60
		Monthly	\$3,460.53	\$3,564.34	\$3,671.27	\$3,781.41	\$3,894.85	\$4,011.70	\$4,132.05
		Hourly	\$19.96	\$20.56	\$21.18	\$21.82	\$22.47	\$23.14	\$23.84
Grade T8	Museum Administrative Assistant, Senior Center Administrative Assistant	Annual	\$42,772.11	\$44,055.27	\$45,376.93	\$46,738.24	\$48,140.39	\$49,584.60	\$51,072.14
		Monthly	\$3,564.34	\$3,671.27	\$3,781.41	\$3,894.85	\$4,011.70	\$4,132.05	\$4,256.01
		Hourly	\$20.56	\$21.18	\$21.82	\$22.47	\$23.14	\$23.84	\$24.55
Grade T9		Annual	\$44,055.27	\$45,376.93	\$46,738.24	\$48,140.39	\$49,584.60	\$51,072.14	\$52,604.30
		Monthly	\$3,671.27	\$3,781.41	\$3,894.85	\$4,011.70	\$4,132.05	\$4,256.01	\$4,383.69
		Hourly	\$21.18	\$21.82	\$22.47	\$23.14	\$23.84	\$24.55	\$25.29
Grade T10		Annual	\$45,376.93	\$46,738.24	\$48,140.39	\$49,584.60	\$51,072.14	\$52,604.30	\$54,182.43
		Monthly	\$3,781.41	\$3,894.85	\$4,011.70	\$4,132.05	\$4,256.01	\$4,383.69	\$4,515.20
		Hourly	\$21.82	\$22.47	\$23.14	\$23.84	\$24.55	\$25.29	\$26.05
Grade T11		Annual	\$46,738.24	\$48,140.39	\$49,584.60	\$51,072.14	\$52,604.30	\$54,182.43	\$55,807.90
		Monthly	\$3,894.85	\$4,011.70	\$4,132.05	\$4,256.01	\$4,383.69	\$4,515.20	\$4,650.66
		Hourly	\$22.47	\$23.14	\$23.84	\$24.55	\$25.29	\$26.05	\$26.83
Grade T12	Custodian, Library Administrative Assistant	Annual	\$48,140.39	\$49,584.60	\$51,072.14	\$52,604.30	\$54,182.43	\$55,807.90	\$57,482.14
		Monthly	\$4,011.70	\$4,132.05	\$4,256.01	\$4,383.69	\$4,515.20	\$4,650.66	\$4,790.18
		Hourly	\$23.14	\$23.84	\$24.55	\$25.29	\$26.05	\$26.83	\$27.64
Grade T13		Annual	\$49,584.60	\$51,072.14	\$52,604.30	\$54,182.43	\$55,807.90	\$57,482.14	\$59,206.61
		Monthly	\$4,132.05	\$4,256.01	\$4,383.69	\$4,515.20	\$4,650.66	\$4,790.18	\$4,933.88
		Hourly	\$23.84	\$24.55	\$25.29	\$26.05	\$26.83	\$27.64	\$28.46

TEAMSTERS LOCAL 231

2022

last updated 10/22

3% BETWEEN STEPS AND GRADES

6.5% COLA

*Wage calculations are applied to the monthly wage rate at Grade T5, Step 1. This calculation method maintains the integrity of the wage structure with PN between steps and PN between grades.

Position Title		Base Period	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Min. Wage = \$1.00		Library Pages, Museum Docents	Hourly	\$14.69					
Grade T1	Museum Aide	Annual	\$34,777.64	\$35,820.97	\$36,895.60	\$38,002.47	\$39,142.54	\$40,316.82	\$41,526.32
		Monthly	\$2,898.14	\$2,985.08	\$3,074.63	\$3,166.87	\$3,261.88	\$3,359.73	\$3,460.53
		Hourly	\$16.72	\$17.22	\$17.74	\$18.27	\$18.82	\$19.38	\$19.96
Grade T2		Annual	\$35,820.97	\$36,895.60	\$38,002.47	\$39,142.54	\$40,316.82	\$41,526.32	\$42,772.11
		Monthly	\$2,985.08	\$3,074.63	\$3,166.87	\$3,261.88	\$3,359.73	\$3,460.53	\$3,564.34
		Hourly	\$17.22	\$17.74	\$18.27	\$18.82	\$19.38	\$19.96	\$20.56
Grade T3		Annual	\$36,895.60	\$38,002.47	\$39,142.54	\$40,316.82	\$41,526.32	\$42,772.11	\$44,055.27
		Monthly	\$3,074.63	\$3,166.87	\$3,261.88	\$3,359.73	\$3,460.53	\$3,564.34	\$3,671.27
		Hourly	\$17.74	\$18.27	\$18.82	\$19.38	\$19.96	\$20.56	\$21.18
Grade T4		Annual	\$38,002.47	\$39,142.54	\$40,316.82	\$41,526.32	\$42,772.11	\$44,055.27	\$45,376.93
		Monthly	\$3,166.87	\$3,261.88	\$3,359.73	\$3,460.53	\$3,564.34	\$3,671.27	\$3,781.41
		Hourly	\$18.27	\$18.82	\$19.38	\$19.96	\$20.56	\$21.18	\$21.82
Grade T5		Annual	\$39,142.54	\$40,316.82	\$41,526.32	\$42,772.11	\$44,055.27	\$45,376.93	\$46,738.24
		Monthly	\$3,261.88	\$3,359.73	\$3,460.53	\$3,564.34	\$3,671.27	\$3,781.41	\$3,894.85
		Hourly	\$18.82	\$19.38	\$19.96	\$20.56	\$21.18	\$21.82	\$22.47
Grade T6	Library Assistant, Museum Curator, Museum Educator	Annual	\$40,316.82	\$41,526.32	\$42,772.11	\$44,055.27	\$45,376.93	\$46,738.24	\$48,140.39
		Monthly	\$3,359.73	\$3,460.53	\$3,564.34	\$3,671.27	\$3,781.41	\$3,894.85	\$4,011.70
		Hourly	\$19.38	\$19.96	\$20.56	\$21.18	\$21.82	\$22.47	\$23.14
Grade T7	Library Automation Assistant	Annual	\$41,526.32	\$42,772.11	\$44,055.27	\$45,376.93	\$46,738.24	\$48,140.39	\$49,584.60
		Monthly	\$3,460.53	\$3,564.34	\$3,671.27	\$3,781.41	\$3,894.85	\$4,011.70	\$4,132.05
		Hourly	\$19.96	\$20.56	\$21.18	\$21.82	\$22.47	\$23.14	\$23.84
Grade T8	Museum Administrative Assistant, Senior Center Administrative Assistant	Annual	\$42,772.11	\$44,055.27	\$45,376.93	\$46,738.24	\$48,140.39	\$49,584.60	\$51,072.14
		Monthly	\$3,564.34	\$3,671.27	\$3,781.41	\$3,894.85	\$4,011.70	\$4,132.05	\$4,256.01
		Hourly	\$20.56	\$21.18	\$21.82	\$22.47	\$23.14	\$23.84	\$24.55
Grade T9		Annual	\$44,055.27	\$45,376.93	\$46,738.24	\$48,140.39	\$49,584.60	\$51,072.14	\$52,604.30
		Monthly	\$3,671.27	\$3,781.41	\$3,894.85	\$4,011.70	\$4,132.05	\$4,256.01	\$4,383.69
		Hourly	\$21.18	\$21.82	\$22.47	\$23.14	\$23.84	\$24.55	\$25.29
Grade T10		Annual	\$45,376.93	\$46,738.24	\$48,140.39	\$49,584.60	\$51,072.14	\$52,604.30	\$54,182.43
		Monthly	\$3,781.41	\$3,894.85	\$4,011.70	\$4,132.05	\$4,256.01	\$4,383.69	\$4,515.20
		Hourly	\$21.82	\$22.47	\$23.14	\$23.84	\$24.55	\$25.29	\$26.05
Grade T11		Annual	\$46,738.24	\$48,140.39	\$49,584.60	\$51,072.14	\$52,604.30	\$54,182.43	\$55,807.90
		Monthly	\$3,894.85	\$4,011.70	\$4,132.05	\$4,256.01	\$4,383.69	\$4,515.20	\$4,650.66
		Hourly	\$22.47	\$23.14	\$23.84	\$24.55	\$25.29	\$26.05	\$26.83
Grade T12	Custodian, Library Administrative Assistant	Annual	\$48,140.39	\$49,584.60	\$51,072.14	\$52,604.30	\$54,182.43	\$55,807.90	\$57,482.14
		Monthly	\$4,011.70	\$4,132.05	\$4,256.01	\$4,383.69	\$4,515.20	\$4,650.66	\$4,790.18
		Hourly	\$23.14	\$23.84	\$24.55	\$25.29	\$26.05	\$26.83	\$27.64
Grade T13		Annual	\$49,584.60	\$51,072.14	\$52,604.30	\$54,182.43	\$55,807.90	\$57,482.14	\$59,206.61
		Monthly	\$4,132.05	\$4,256.01	\$4,383.69	\$4,515.20	\$4,650.66	\$4,790.18	\$4,933.88
		Hourly	\$23.84	\$24.55	\$25.29	\$26.05	\$26.83	\$27.64	\$28.46

TEAMSTERS LOCAL 231

2022

last updated 1/19/22

3% BETWEEN STEPS AND GRADES

6.5% COLA

*Wage calculations are applied to the monthly wage rate at Grade T5, Step 1. This calculation method maintains the integrity of the wage structure with PN between steps and PN between grades.

Position Title		Base Period	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Min. Wage = \$1.00		Library Pages, Museum Docents	Hourly	\$14.69					
Grade T1	Museum Aide	Annual	\$34,777.64	\$35,820.97	\$36,895.60	\$38,002.47	\$39,142.54	\$40,316.82	\$41,526.32
		Monthly	\$2,898.14	\$2,985.08	\$3,074.63	\$3,166.87	\$3,261.88	\$3,359.73	\$3,460.53
		Hourly	\$16.72	\$17.22	\$17.74	\$18.27	\$18.82	\$19.38	\$19.96
Grade T2		Annual	\$35,820.97	\$36,895.60	\$38,002.47	\$39,142.54	\$40,316.82	\$41,526.32	\$42,772.11
		Monthly	\$2,985.08	\$3,074.63	\$3,166.87	\$3,261.88	\$3,359.73	\$3,460.53	\$3,564.34
		Hourly	\$17.22	\$17.74	\$18.27	\$18.82	\$19.38	\$19.96	\$20.56
Grade T3		Annual	\$36,895.60	\$38,002.47	\$39,142.54	\$40,316.82	\$41,526.32	\$42,772.11	\$44,055.27
		Monthly	\$3,074.63	\$3,166.87	\$3,261.88	\$3,359.73	\$3,460.53	\$3,564.34	\$3,671.27
		Hourly	\$17.74	\$18.27	\$18.82	\$19.38	\$19.96	\$20.56	\$21.18
Grade T4		Annual	\$38,002.47	\$39,142.54	\$40,316.82	\$41,526.32	\$42,772.11	\$44,055.27	\$45,376.93
		Monthly	\$3,166.87	\$3,261.88	\$3,359.73	\$3,460.53	\$3,564.34	\$3,671.27	\$3,781.41
		Hourly	\$18.27	\$18.82	\$19.38	\$19.96	\$20.56	\$21.18	\$21.82
Grade T5		Annual	\$39,142.54	\$40,316.82	\$41,526.32	\$42,772.11	\$44,055.27	\$45,376.93	\$46,738.24
		Monthly	\$3,261.88	\$3,359.73	\$3,460.53	\$3,564.34	\$3,671.27	\$3,781.41	\$3,894.85
		Hourly	\$18.82	\$19.38	\$19.96	\$20.56	\$21.18	\$21.82	\$22.47
Grade T6	Library Assistant, Museum Curator, Museum Educator	Annual	\$40,316.82	\$41,526.32	\$42,772.11	\$44,055.27	\$45,376.93	\$46,738.24	\$48,140.39
		Monthly	\$3,359.73	\$3,460.53	\$3,564.34	\$3,671.27	\$3,781.41	\$3,894.85	\$4,011.70
		Hourly	\$19.38	\$19.96	\$20.56	\$21.18	\$21.82	\$22.47	\$23.14
Grade T7	Library Automation Assistant	Annual	\$41,526.32	\$42,772.11	\$44,055.27	\$45,376.93	\$46,738.24	\$48,140.39	\$49,584.60
		Monthly	\$3,460.53	\$3,564.34	\$3,671.27	\$3,781.41	\$3,894.85	\$4,011.70	\$4,132.05
		Hourly	\$19.96	\$20.56	\$21.18	\$21.82	\$22.47	\$23.14	\$23.84
Grade T8	Museum Administrative Assistant, Senior Center Administrative Assistant	Annual	\$42,772.11	\$44,055.27	\$45,376.93	\$46,738.24	\$48,140.39	\$49,584.60	\$51,072.14
		Monthly	\$3,564.34	\$3,671.27	\$3,781.41	\$3,894.85	\$4,011.70	\$4,132.05	\$4,256.01
		Hourly	\$20.56	\$21.18	\$21.82	\$22.47	\$23.14	\$23.84	\$24.55
Grade T9		Annual	\$44,055.27	\$45,376.93	\$46,738.24	\$48,140.39	\$49,584.60	\$51,072.14	\$52,604.30
		Monthly	\$3,671.27	\$3,781.41	\$3,894.85	\$4,011.70	\$4,132.05	\$4,256.01	\$4,383.69
		Hourly	\$21.18	\$21.82	\$22.47	\$23.14	\$23.84	\$24.55	\$25.29
Grade T10		Annual	\$45,376.93	\$46,738.24	\$48,140.39	\$49,584.60	\$51,072.14	\$52,604.30	\$54,182.43
		Monthly	\$3,781.41	\$3,894.85	\$4,011.70	\$4,132.05	\$4,256.01	\$4,383.69	\$4,515.20
		Hourly	\$21.82	\$22.47	\$23.14	\$23.84	\$24.55	\$25.29	\$26.05
Grade T11		Annual	\$46,738.24	\$48,140.39	\$49,584.60	\$51,072.14	\$52,604.30	\$54,182.43	\$55,807.90
		Monthly	\$3,894.85	\$4,011.70	\$4,132.05	\$4,256.01	\$4,383.69	\$4,515.20	\$4,650.66
		Hourly	\$22.47	\$23.14	\$23.84	\$24.55	\$25.29	\$26.05	\$26.83
Grade T12	Custodian, Library Administrative Assistant	Annual	\$48,140.39	\$49,584.60	\$51,072.14	\$52,604.30	\$54,182.43	\$55,807.90	\$57,482.14
		Monthly	\$4,011.70	\$4,132.05	\$4,256.01	\$4,383.69	\$4,515.20	\$4,650.66	\$4,790.18
		Hourly	\$23.14	\$23.84	\$24.55	\$25.29	\$26.05	\$26.83	\$27.64
Grade T13		Annual	\$49,584.60	\$51,072.14	\$52,604.30	\$54,182.43	\$55,807.90	\$57,482.14	\$59,206.61
		Monthly	\$4,132.05	\$4,256.01	\$4,383.69	\$4,515.20	\$4,650.66	\$4,790.18	\$4,933.88
		Hourly	\$23.84	\$24.55	\$25.29	\$26.05	\$26.83	\$27.64	\$28.46

ADDENDUM B: HOURS OF WORK AND OVERTIME (LIBRARY)

- B.01 Library staff hours of work are established to meet the needs of the library.
- B.02 Staff will be scheduled with a minimum of 2 consecutive days off during the workweek, although the two days off may not fall on a traditional Saturday-Sunday configuration. Staff may opt out of the two-day weekend schedule with their supervisor's approval.
- B.03 Meal & Break Periods:

Shift Length	Break	Meal Period
4 hour shift	One 15 minute break	None
4+ to less than 8 hour shift	One 15 minute break	One 30 minute unpaid meal period
8 hour shift	Two 15 minutes breaks	One 30 minute unpaid meal period

Following a vote of library bargaining unit members, it will be determined if paid break(s) and unpaid meal period will be combined to be taken at the same time.

- B.04 Scheduled Facility Closures: If the library facility is closed for facility maintenance or an extended holiday period as approved by the library board, an employee may request that the hours be rescheduled during the same pay period so long as it does not result in overtime.
- B.05 Procedure for Filling Advanced-Notice Vacancies for Circulation Shifts:
- B.05.1 The "Request for Leave" form is due from library staff by the 15th of the month prior to the time off requested.
- B.05.2 Shortly after the 15th of the month the scheduler will complete a draft of the next month's schedule, including a list of shifts that are required to be filled.
- B.05.3 The scheduler will post the open shifts on the schedule bulletin board. The intent is to complete this between the 17th and the 20th.
- B.05.4 On the same day the open shifts are posted, the list of open shifts will be offered in accordance with classification to all part-time Library Assistants (LAs) to their City email account. The email will contain a response due date (usually 4 calendar days) to reply and accept any shifts. The shifts will be assigned to part-time LAs in the order responses are received. All responses must be via the LA's City email account to note the time of their response.
- B.05.5 After the due date for response from the part-time LA team has passed, any remaining open shifts will be reviewed to see if the shift continues to be critical for coverage. If the shift still requires coverage, the scheduler will post the open shifts on the schedule bulletin board, and send to the Pages and the part-time LAs via City email. LAs or Pages interested in working the open shifts should reply via email. Again, the first to respond as available to cover the shift will be the first assigned to the shifts.

- B.05.6 The status of shifts may change or be removed anytime during this process due to updated operational needs.
- B.06 Library Employees' Process for Annual Paid Time Off Bids for accrued vacation, holiday, and personal days (not including sick leave of any type):
- B.06.1 PTO bids will occur in two (2) rounds prior to January 1 of the following year. Bids will be seniority-based. Library Administration will obtain a current seniority list from the Human Resources office prior to opening the bid process.
- B.06.2 In each of the two (2) rounds, every employee will be allowed a maximum of two (2) choices of PTO bids for a total of four (4) PTO bids prior to January 1.
- B.06.3 A single PTO bid consists of a maximum of five (5) consecutive working days on the employees' regular schedule. Bids exceeding five (5) consecutive working days will count as two (2) total bids for that employee.
- B.06.4 The first round of PTO bids will be open for a two (2) calendar-week period. Bids will be processed in seniority order by the scheduler prior to closing the first bid period. The results of the first round will be posted prior to opening the second round of bids.
- B.06.5 The second round of PTO bids will be open for the following two (2) calendar-week period. Bids will be processed in seniority order by the scheduler prior to closing the second bid period. The results of the second round will be posted prior to January 1 of the following year.
- B.06.6 After January 1, additional requests will be considered on a first-come-first-served basis, and shall be submitted by the 15th of the month prior to the month in which the days are being requested. Requests submitted after the 15th will be considered on a case-by-case basis, and decisions will be made based on the operational needs of the library.
- B.06.7 In the event of a standing schedule change, approved PTO bids and requests will be honored.

ADDENDUM C: HOURS OF WORK AND OVERTIME (MUSEUM)

C.01 Museum employees regular work schedules are assigned by the director. Employees will be notified of changes to the assigned schedules with as much notice as practicable.

C.02 Meal & Break Periods:

Shift Length	Break	Meal Period
4 hour shift	One 15 minute break	None
4+ to less than 8 hour shift	One 15 minute break	One 30 minute unpaid meal period
8 hour shift	Two 15 minutes breaks	One 30 minute unpaid meal period

When required to work alone for facility coverage, breaks and meal periods shall be as follows:

Shift Length	Break	Meal Period
4 hour shift	One 15 minute break	None
4+ to less than 8 hour shift	One 15 minute break	One 30 minute unpaid meal period
8 hour shift	Two 15 minutes breaks	One 30 minute unpaid meal period

ADDENDUM D: WATER TREATMENT PLANT EMPLOYEES

- D.01 The Union and the City agree to meet for negotiations in 2020 to bargain over issues and concerns specific to the operations of the City's Water Treatment Plant. The Water Treatment Plant is a twenty-four (24) hour operation and as such, the City and the Union recognize the need for further negotiations regarding Water Treatment Plant scheduling, holidays, overtime, standby and on-call provisions, and progression through Operator levels.

ADDENDUM E: POST-NEGOTIATION DISCUSSIONS

- E.01 The City and the Union agree to meet in 2020 to discuss potential inclusion of certain Municipal Fiber positions into the collective bargaining agreement. During discussions the parties may also address qualification requirements and pay for certain Public Works and/or Parks positions. These discussions are separate and distinct from cost of living negotiations addressed in Section 10.02.1, and/or topics addressed in Addendum D regarding Water Treatment Plant Employees.

NOTICE TO ALL MEMBERS

If you become unemployed or are not working due to an on-the-job injury, within the jurisdiction of the Local Union, you will be put on withdrawal status per your request. This will be done provided all dues and other financial obligations owed to the Local Union are paid, including the dues for the month in which the withdrawal status is to go into effect.

WEINGARTEN RIGHTS

The Union recommends employees exercise their Weingarten rights as follows:

1. If you are asked to attend a meeting with the Employer which you believe may lead to discipline, ask to have a Union Shop Steward or Union Business Representative present. Notify the Union Steward or Business Representative of the meeting immediately or as soon as possible. You may ask for this representation at any time prior to or during the meeting.
2. If you are unable to obtain representation before entering the meeting, you should:
 - a) Ask whether you are free to leave the room if you choose to do so;
 - b) Ask whether anything said at the interview could lead to disciplinary action or discharge;
 - c) If so, ask that a Union Steward or Business Representative be contacted and brought to the meeting place before any questioning occurs, and you be permitted to speak to the Union Steward or Business Representative in private prior to the questioning;
 - d) The Employer must then choose from among three options:
 1. Grant the request and delay questioning until the Union Representative arrives;
 2. Deny the request and end the interview immediately; or
 3. Give the employee a choice of: (a) having the interview without representation or (b) ending the interview.

IF THE EMPLOYER DENIES ANY OR ALL OF THE FOREGOING REQUESTS, THE UNION RECOMMENDS THAT YOU ATTEND THE MEETING BUT EXERCISE YOUR RIGHT TO REFUSE TO ANSWER ANY QUESTIONS THAT MAY LEAD TO DISCIPLINARY ACTION OR DISCHARGE.

These recommendations do not apply when an employee faces possible criminal charges. Such employee(s) should obtain the advice of an attorney.



COLLECTIVE BARGAINING

January 18, 2022



Collective Bargaining Process

- ***The underlying labor law for most public agencies is the Public Employees Collective Bargaining Act, RCW 41.56.***
- **What does it mean to engage in “collective bargaining”?**
 - When employees form a labor organization, the law imposes mutual obligations on the employer and the union to meet at reasonable times, negotiate in good faith, and execute a written agreement concerning grievance procedures and other personnel matters, including **wages, hours and working conditions**.
 - Neither party is required to agree to a proposal nor required to make a concession, so long as they negotiate in good faith. (See RCW 41.56.030(4).)
- **Examples of mandatory subjects**
 - Base wages, Hours of work, Shift differentials, Severance pay, Work rules, Sick leave, Health Insurance, Overtime, Uniforms, Union security, Transfer rights within the bargaining unit, Disciplinary procedures, Grievance procedures, Seniority, Vacation and other personal leave, Employee benefits

Bargaining Units

- Teamster Local 231
 - Anacortes Police Guild
 - *Commissioned*
 - *Non Commissioned*
 - International Association of Firefighters Local 1537
-
- As part of its legislative authority, City Council has the ultimate role in approving agreements once they are tentatively agreed.
 - Tonight presenting three collective bargaining agreements for City Council approval
 - *Teamsters Local 231*
 - *Anacortes Police Services Guild Non Commissioned Employees*
 - *International Association of Fire Fighters Local 1537*

Collective Bargaining Agreement Teamsters Local 231

- Collective Bargaining Agreement 6/1/2020-12/31/2022
 - *Wage reopener in 2022*
 - *During wage reopener also addressed Employee Rights and Holidays*
- 111 Employees
- Budget Impact \$475,352
 - *Accounts for 5% wage increase*
 - *Addition of Juneteenth holiday*

Collective Bargaining Agreement Anacortes Police Services Guild Non Commissioned Employees

- Collective Bargaining Agreement
 - 3 year agreement
 - 1/1/2022 - 12/31/2024
- 6 Employees
- Budget Impact \$118,283
 - Accounts for wage increases
 - 2022 5.0%
 - 2023 2.0%
 - 2024 2.5%
 - Addition of Juneteenth holiday
 - Change in longevity practice for current employees, sunsets for future employees

Collective Bargaining Agreement International Association of Fire Fighters Local 1537

- Collective Bargaining Agreement
 - *4 year agreement*
 - *1/1/2022 - 12/31/2025*
- 22 Employees
- Budget Impact \$1,273,175
 - *Accounts for wage increases*
 - 2022 5.0%
 - 1/1/2023 2.0%; 7/1/2023 2.0%
 - 1/1/2024 2.0%; 7/1/2024 2.0%
 - 2025 100% of the Seattle-Tacoma-Bellevue CPI-W (June 2023-June 2024), with a minimum of 2.0% and a maximum of 4.0%
 - *Addition of Juneteenth holiday*
 - *Change in longevity*
 - *Education Incentive*
 - *\$75k life insurance policy*
 - *Addition of Juneteenth in holiday calculation*

Collective Bargaining Agreement International Association of Fire Fighters Local 1537

City of Anacortes IAFF 1537

Salaries	Cumulative Costs					Total
	1st. Year	2nd Year	3rd Year	4th Year		
1/1/2022 5.0% Increase	\$ 114,770	\$ 114,770	\$ 114,770	\$ 114,770		
1/1/2023 2.0% Increase		\$ 58,968	\$ 58,968	\$ 58,968		
7/1/2023 2.0% Increase		\$ 48,751	\$ 48,751	\$ 48,751		
1/1/2024 2.0% Increase			\$ 55,969	\$ 55,969		
7/1/2024 2.0% Increase			\$ 48,051	\$ 48,051		
1/1/2025 2-4.0% Increase, (ASSUMES 4.0% for costing)				\$ 101,045		
Longevity (new \$ only)	\$ 13,266	\$ 14,544	\$ 17,330	\$ 19,780	\$ 64,919	
Education Incentive	\$ 14,759	\$ 15,356	\$ 15,976	\$ 16,615	\$ 62,706	
Life Insurance	\$ 2,455	\$ 2,455	\$ 2,455	\$ 2,455	\$ 9,821	
Holiday (12 hours)	\$ 10,560	\$ 10,824	\$ 11,286	\$ 11,737	\$ 44,407	
Total Cumulative Costs	\$ 155,811	\$ 265,667	\$ 373,556	\$ 478,141	\$ 1,273,175	
\$ 1,273,175						

The cost of the 4 year wage agreement includes the cost of living adjustments and step increases.

Questions?

- Next step review 3 Resolutions to adopt collective bargaining agreements



City Council Agenda Bill

Meeting Date: January 18, 2022 **Agenda Item:** 7.b.

Agenda Item Title: Resolution 3067: Collective Bargaining Agreement with Anacortes Police Services Guild Non Commissioned Employees

Staff Contact(s): Emily Schuh

Approved for Submittal to Council by **Action Type**
Emily Schuh Resolution

Item Summary: The City is presenting a three-year collective bargaining agreement with the Anacortes Police Services Guild specific to the Non-Commissioned employee unit.

Budget Impact:

City of Anacortes Police - Non Commissioned

Salaries	Cumulative Costs			
	1st. Year	2nd Year	3rd Year	Total
1/1/2022 5.0% Increase	\$ 18,487	\$ 18,578	\$ 18,487	
1/1/2023 2.0% Increase		\$ 19,644	\$ 19,644	
1/1/2024 2.5% Increase			\$ 14,114	
Longevity (new \$ only)	\$ 1,404	\$ 1,548	\$ 1,692	\$ 4,644
New Holiday	\$ 1,493	\$ 1,569	\$ 1,623	\$ 4,685
Total Cumulative Costs	\$ 21,384	\$ 41,339	\$ 55,560	\$ 118,283
				\$ 118,283

The cost of the 3 year wage agreement includes the cost of living adjustments and step increases.

Previous Action:

Recommended Motion: I recommend adoption of Resolution 3067 establishing a collective bargaining agreement with the Anacortes Police Service Guild Non Commissioned Employees for the calendar years 2022-2024.

Alternative Actions:

Attachments (listed in order presented):

1. Resolution 3067
2. 2022-2024 Non Commissioned Contract FINAL
3. 2022-2024 Non-Commissioned Contract Comparison

RESOLUTION NO. 3067

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, authorizing the signature and execution of a Collective Bargaining Agreement between the City of Anacortes and the Anacortes Police Service Guild Non-Commissioned Employees.

WHEREAS, the City of Anacortes ("the City") and the Anacortes Police Service Guild Non-Commissioned Employees ("the Union"), (collectively "the Parties") have a Collective Bargaining Agreement in place effective January 1, 2021 through December 31, 2021; and,

WHEREAS, the Parties entered into collective bargaining negotiations and reached an agreement to a successor Collective Bargaining Agreement,

NOW, THEREFORE BE IT RESOLVED by the Anacortes City Council that the Mayor and City Clerk be authorized and directed to execute the attached collective bargaining agreement effective January 1, 2022 through December 31, 2024 by and between the City of Anacortes and the Anacortes Police Service Guild Non-Commissioned Employees.

The foregoing resolution was ADOPTED by the City Council of the City of Anacortes, Washington, at a regular, open public meeting thereof this 18th day of January, 2022.

PASSED AND APPROVED this 18th day of January 2022.

CITY OF ANACORTES:

By: _____
Matt Miller, Mayor

ATTEST:

Steve Hoglund, City Clerk Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney

AN AGREEMENT BETWEEN:

● **THE CITY OF ANACORTES, WASHINGTON**

AND

● **THE ANACORTES POLICE SERVICES GUILD
NON - COMMISSIONED EMPLOYEES**



January 1, 2022 – December 31, 2024

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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 non-commissioned Police Department Employees, except the Chief of Police, the Assistant Police Chief, the Police Captains, and the Records Supervisor.

ARTICLE 2 – GUILD SECURITY

2.1 Dues Processing. The Guild will notify the City of the initiation fees and dues. Following receipt of written notice from the Guild that it has received authorization for dues collection from an employee, the City will deduct initiation fees and dues from the wages of the employee, and forward them to the Guild each pay period.

2.2 Revocation. An employee may revoke authorization for payroll deduction of payments to the Guild by providing written notice to the Guild, which will provide written notice to the City. Every effort will be made to end the deduction effective on the first payroll, but not later than the second payroll, after the City's receipt of written notice from the Guild.

2.3 Indemnification. The Guild agrees to defend, indemnify and save the City harmless against any liability which may arise by reason of any action taken by the City and/or Guild to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action, provided that the Guild shall have no obligation to defend and indemnify if the liability is a result of the City's own negligence. The City will promptly notify the Guild in writing of any claim, demand, suit, or other form of liability asserted against the City and/or Guild relating to its implementation of this Article.

ARTICLE 3 – GUILD RIGHTS AND RESPONSIBILITIES

3.1 Guild members will be allowed to meet with 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 (2) 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 Guild representative, 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 their activities during such investigations to matters relating to such investigation. City work hours shall

not be used by employees or Guild Representatives 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.

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

ARTICLE 4 – HOURS OF LABOR

4.1 Work Week. Unless otherwise agreed in writing, the work week for purposes of calculating overtime shall consist of seven (7) days beginning at 12:01 A.M. on Sunday.

4.2 Work Day. The workday, for the purpose of this Agreement, shall be eight (8) hours from 8:00 am – 4:00 pm or 9:00 am – 5:00 pm, Monday – Friday. Other shifts may be agreed to by the parties.

4.3 Overtime pay at the rate of one and one-half (1.5) times the regular rate shall be paid for time worked in excess of eight (8) hours in a twenty-four (24) hour period or for time worked in excess of forty (40) hours in a work week.

4.4 Any employee called to work after completing their regular shift of eight (8) hours, or attending court on their off-duty time, shall be paid a minimum of three (3) hours at one and one-half (1.5) times their regular rate of pay.

4.5 Employees shall be given ten (10) days written notice in advance of any schedule change except in case of an emergency.

4.6 Any part-time Employee working one thousand forty (1,040) hours or more per year shall receive all leave benefits which shall be pro-rated to the hours worked. Health insurance eligibility for part time employees will be in accordance with the City personnel policies.

4.7 Department employees shall be allowed to accumulate compensatory time to a total of forty-two and one-half (42.5) hours. Compensatory time in lieu of overtime pay shall be taken prior to the close of the calendar year and at the convenience of the Employer and the Employee, consistent with the Fair Labor Standards Act. Accrued compensatory time will be deposited into a deferred compensation account or paid out in wages. Employees must inform payroll of their distribution preference by December 10. Employees' compensatory time balances will be distributed on the final check of the calendar year (that is paid on January 5.)

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 The Employer may, with the Employee's consent, demote an employee to a vacant position in a classification for which the employee is qualified as an alternative to layoff. An employee demoted pursuant to this Section will retain their current rate of pay if it is within the range of the new classification; if the employee's current rate of pay exceeds the top step of the new range, the employee will be placed at the top step of the new range. If the former position is renewed within twelve (12) months, the Employer shall automatically reinstate the employee to the former position.

5.3 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 (30) days.

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

5.5 If a vacancy occurs in any job within the bargaining unit, the Employer agrees to give consideration to employees presently employed.

5.6 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 (6) months. The Chief retains the right to extend this timeframe if medical documentation indicates that the person will be able to return to work within the next ninety (90) days.

5.7 Twelve (12) months shall be considered to be a trial period during which time the Employer decides the capability and desirability of retaining the new Employee. During the trial period, employment is at will and the employee shall not have recourse to the grievance procedure to contest any discipline or discharge.

5.8 For the purposes of this Agreement, seniority, unless otherwise noted, is defined as continuous time with the Department measured from the date of hire. If two (2) 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

6.1 Any disputes arising under this Agreement shall be settled as stated in this Article provided that no employee shall avail themselves 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 (10) business days from the date of the occurrence of the matter giving rise to the grievance or within ten (10) 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 it 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 (10) 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 (10) 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 (10) 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 (10) 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 (10) 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 (20)

business days of receipt of the written answer as provided to the Guild at Step 3.

- 6.1.1 The parties should attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Services (FMCS) to submit a panel of nine (9) arbitrators from the region that includes Washington. The parties will select the arbitrator from the list by alternatively striking one (1) name from the list until one (1) name shall remain.
- 6.1.2 The arbitrator shall be notified of their selection and shall be requested to set a time and place of the hearing, subject to the availability of Guild and City representatives.
- 6.1.3 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.
- 6.1.4 The arbitrator shall submit their decision in writing within thirty (30) calendar 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.
- 6.1.5 More than one (1) grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- 6.1.6 The fees and the arbitrator shall be borne by the losing party, provided, however, that each party shall be responsible for compensating its own representatives and witnesses, including the fees for any attorneys they choose to use.

6.2 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.

6.3 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 within 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)
Juneteenth	(June 19th)
Independence Day	(July 4th)
Labor Day	(First Monday in September)
Veteran's Day	(November 11)
Thanksgiving Day	(Fourth Thursday in November)
Native American Heritage Day	(Day Immediately Following Thanksgiving)
Christmas Day	(December 25)
Personal Holidays (3)	

7.2 A personal holiday is time that an employee may select to be away from the office. An employee may not work on a personal holiday. An employee may take their personal holiday hours at such time as is mutually agreeable between the employee and their Department Head. The personal holiday shall be pro-rated during the year. In the event of an employee's termination, any personal holiday used but not yet accrued shall be deducted from the employee's final paycheck.

7.3 When a holiday falls on Saturday, the holiday will be observed on the preceding Friday. When a holiday falls on Sunday, the holiday will be observed on the following Monday.

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 (1.5) times their regular hourly rate of pay for the actual hours worked. This compensation is in addition to their regular monthly wage.

7.5 Management maintains the right to determine the number of personnel assigned to work on holidays.

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 requests shall be submitted prior to January 2nd of each year. Such requests shall be decided on a seniority basis. Request submitted after January 2nd for the calendar year shall be allocated on a first come, first serve basis. 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 by a physician's written statement.

8.4 Vacation leave is to be deducted on an hour-for-hour basis.

8.5 Employees may elect to have their accrued vacation balance that exceeds one hundred sixty (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 (4) hours of leave for each pay period of continuous service to a maximum of one thousand four hundred forty (1,440) hours.

9.2 Sick leave shall be computed exclusive of holidays.

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

9.4 Notification of absence due to sickness shall be given to the City as soon as possible on the first day of such absence and every day thereafter (unless this requirement is waived by the Department Head), but no later than two (2) 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, as well.

9.5 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.

9.6 An employee who is eligible for retirement under the applicable DRS retirement plan is eligible for a cash out of a portion of their unused sick leave proportionate to their sick leave balance. Sick leave cash out is prorated for part time employees based on full time equivalency at retirement. Unused sick leave is not cashed out upon separation other than retirement.

Sick Leave Balance at Retirement	Percent Cash out
0-800 Hours	0%
801-1251 Hours	18% of unused sick leave hours
1251-1440 hours	25% of unused sick leave hours

ARTICLE 10 – OTHER LEAVES

10.1 Bereavement Leave.

10.1.1 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 share the need for bereavement leave with 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 (3) consecutive workdays off with pay will be approved to attend the funeral or memorial service (maximum 24 hours). Two (2) 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 two hundred (200) miles each way (maximum 16 hours). Bereavement leave use is limited to the twelve (12) months following the immediate family member's death. With approval of the Chief, an employee may supplement bereavement leave with sick leave and/or vacation leave.

10.1.2 Regular part-time employees who are scheduled to work twenty (20) or more hours per week are eligible to receive Bereavement Leave. The amount of leave allowed will be based on a pro rata basis that relates the average number of hours per week worked to a regular forty-hour week. (For example, a part-time employee working twenty (20) hours per week would be eligible for one half the paid time-off that a full-time employee receives.)

10.2 Jury Duty. Employees who are required by law to render jury service will be granted paid time off during a period of jury duty. Employees should notify their supervisors as soon as possible after receipt of a juror summons so that operational adjustments can be made as needed during the employee's absence. A copy of the juror summons must be provided to their supervisor. If an employee is summoned for jury service during a critical work period, the City may ask the employee to request a waiver from duty; in such cases, the City will provide documentation to the relevant court supporting the waiver request.

ARTICLE 11 – VOLUNTARY PHYSICAL FITNESS PROGRAM & SICK LEAVE BUY BACK PROGRAM

11.1 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.

11.2 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 sixty (60) day advance notice of the testing dates.

11.3 The three (3) physical fitness events are push-ups, sit-ups, and squat thrusts. The results from each event are pass/fail. Each passing event will accrue one percent (1%) of additional sick leave buyback, up to a maximum of three percent (3%) annually. A failure of an event will result in no percentage accrual for the failed event. Testing should be performed in normal workout gear and athletic shoes.

11.4 Employees who meet the PAT standard in a given calendar year shall receive a percentage of their accrued sick leave (inclusive of their WA Sick Leave and City Sick Leave) bought out at retirement. Each year that an employee participates successfully in the program they earn an additional percentage of sick leave buyout. For example, an employee who passes two (2) of the three (3) events at an annual test would accrue an additional two percent (2%) toward sick leave buyout. An employee maintaining this standard for a period of ten (10) years would have the ability to have an additional twenty percent (20%) of their accrued sick leave bought out. This benefit is in addition to the sick leave buyout provision upon retirement (Article 9).

ARTICLE 12 – HEALTH AND WELFARE COVERAGE

12.1 Medical Insurance Plans. The City will provide employees with the following plans: AWC Healthfirst High Deductible Health Plan, Kaiser Permanente High Deductible Health Plan, AWC Healthfirst \$250 plan, or Kaiser Permanente Access PPO, all as offered through the Association of Washington Cities Benefit Trust.

12.2 Premiums.

12.2.1 For employees choosing the HealthFirst \$250 deductible plan, the City will pay one hundred percent (100%) of the premiums for the employee and ninety percent (90%) of the premiums for dependents.

- (a) For employees choosing the Kaiser Permanente PPO \$250 deductible plan, the City will pay one hundred percent (100%) of the premiums for the employee and ninety percent (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 Healthfirst \$250 plan to be paid on each pay period.

12.2.2 In 2022, 2023, and 2024, the City will pay one hundred percent (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 Healthfirst \$250 plan to be contributed into the employee's HSA on each pay period.
- (b) 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 forty (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.)

12.2.3 For employees enrolled on Dual Insurance, the employee will receive an incentive equivalent to fifty percent (50%) of the lower cost PPO plan premiums that the City would otherwise contribute to health insure the dependents.

12.3 Dental Insurance. The City agrees to provide dental insurance for employees and their dependents. The City shall pay one hundred percent (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.

12.4 Orthodontia Insurance. The City agrees to pay one hundred percent (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.

12.5 Vision Insurance. The City agrees to pay one hundred percent (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.

12.6 Life Insurance. The City agrees to pay one hundred percent (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 insurance plan in effect at the time of this Agreement is through Standard as offered through the Association of Washington Cities.

12.7 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 13 – MANAGEMENT'S RIGHTS

13.1 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.

13.2 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.

13.3 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.

13.4 Except as otherwise provided herein, the Employer shall decide all questions as to lay-offs, 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.

13.5 Any and all rights concerned with management and operation of the Police Department are exclusively that of the City unless otherwise specifically 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 assigned to 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 provision of this Agreement nor to waive the Guild's right to bargain the "effects" of performance standards and evaluations.

13.6 The City's Policy and Procedures Manual shall be applicable to members of the Guild. In the event of any inconsistency between this Agreement and the Manual, this Agreement shall prevail.

ARTICLE 14 – EMPLOYMENT

14.1 The Employer shall have the right to discipline or discharge employees for just cause.

ARTICLE 15 – CIVIL SERVICE STATUTES

15.1 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.

ARTICLE 16 – CONTINUOUS OPERATION

16.1 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 17 – WAGES

17.1 If an Employee is temporarily assigned in writing by the Police Chief or designee to a higher-paid classification, the Employee shall receive the higher rate of base pay for working that classification for all hours so worked. No Employee shall be subject to censure when assigned to a position for which he has not been properly trained. In the event any Employee is temporarily shifted for the Employer's convenience to a position paying a lesser wage than the rate for his regular position, no reduction in wage shall be made.

17.2 Wages shall be paid by the Employer on a bimonthly basis. Paydays are on the 5th and 20th of the month.

17.3 Salary Schedules.

17.3.1 Salary schedules showing the hourly, monthly, overtime and annual salaries for each classification are set forth in Addendum A. The salary

schedules will reflect the following wage increases from the prior year's salary schedule:

1/1/22	5.0%
1/1/23	2.0%
1/1/24	2.5%

17.3.2 Effective January 1, 2023, a new Step 6 will be added to each salary range. Progression to Step 6 will follow the provisions of Article 19 – Proficiency System.

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

17.5 Multilingual Incentive. Employees who have been independently verified, by a contractor of the City's choice, to be functionally fluent in a foreign languages will receive an incentive pay premium of one percent (1%) per month.

17.6 Evidence/Property Custodian Incentive. Employees assigned as the Evidence/Property Custodian will receive an incentive pay premium of one percent (1%) per month.

17.7 Lead Assignment. An employee assigned by APD management as the Records Support Lead will receive an incentive pay premium two percent (2%) per month.

ARTICLE 18 - FRINGE BENEFITS

18.1 Employees hired prior to January 1, 2022, receive \$5.00 per month for each year of service following completion of five (5) years of service. The maximum longevity benefit per month is \$100.00 per month.

18.2 Clothing and Equipment.

18.2.1 Uniforms and Protective Clothing. The Employer agrees to furnish and replace as necessary all required uniforms and protective clothing for all members. In addition, the Employer agrees to all cleaning and care of the uniforms and protective clothing required by the Employer. The complete list of City-issued equipment is attached.

	<u>Support Personnel Uniform</u>
1	Long Sleeve Shirts
1	Pants
1	Belt

	<u>Community Service Officer & Code Enforcement Officer Uniform/ Equipment</u>
3	Short Sleeve Shirts
3	Long Sleeve Shirts
3	Uniform Pants
	Footwear allowance of \$200.00 per year plus tax and shipping charges
1	Uniform jacket with removable fleece liner
1	Protective Ballistic Vest (see 18.4)
1	Uniform Badge
1	Pair Gloves
1	Jumpsuit (upon completion of probation period for CEO assigned to animal control)
	Name Tags provided on all items of clothing that require one
1	Uniform Flashlight
1	Uniform Belt Pant
1	Duty Belt
1	Defensive Spray (with Case)
4	Belt Keeper
1	Key Holder
1	Knife (with case)
1	Portable Radio (with case)

18.2.2 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.

18.2.3 Cleaning. The Employer shall pay one hundred percent of the cost necessary to clean each employee's uniform through a cleaning service provided by the Employer.

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

18.4 Protective Ballistic Vests with External Carrier. The City currently provides a protective ballistic vest to the Community Service and Code Enforcement Officers 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 (12) 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 (5) years after their issue date.

18.5 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.

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

ARTICLE 19 – PROFICIENCY SYSTEM

19.1 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 receive an evaluation by their supervisor prior to the completion of the time in a job classification and proficiency level.

19.2. Through December 31, 2022, the Proficiency Levels are as follows:

Proficiency Levels

Step 1	Step 2	Step 3	Step 4	Step 5
Normal hiring rate	After one year of service	After 2 years of service	After 3 years of service	After 4 years of service

Effective January 1, 2023, an additional Proficiency Level will be added as follows:

Proficiency Levels

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Normal hiring rate	After one year of service	After 2 years of service	After 3 years of service	After 4 years of service	After 5 years of service

19.3 To receive the Proficiency Level increase, the Employee must perform at a satisfactory rate of improvement and maintain satisfactory performance.

19.4 Proficiency Level increases must be approved by the Police Chief and Mayor.

ARTICLE 20 – WORK STOPPAGES

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 contract 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 21 – INTERNAL INVESTIGATIONS

21.1 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 (8) hours prior to interview of the employee, unless the employee waives this requirement.

21.2 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.

21.3 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.

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

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

21.6 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 twelve (12) hours after the incident except that promptly following the incident the employee shall verbally report to a superior a brief summary of the incident and any information necessary to secure evidence, identify witnesses, or apprehend suspects. The affected employee may waive the requirement to wait twelve (12) hours.

ARTICLE 22 – PSYCHOLOGICAL / MEDICAL EVALUATIONS

22.1 Initial Evaluation.

22.1.1 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.

22.1.2 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.

22.1.3 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.

22.2 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.

22.3 Medical Arbitration.

22.3.1 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.

22.3.2 The two (2) 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 23 – PERSONNEL RECORDS

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

23.2 Only one (1) 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.

23.3 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.

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

23.5 Written reprimands will be removed from the employee's personnel file after three (3) years from the date said action was finalized provided that no further reprimands of a like nature have been issued within this three (3) year period. An employee may request the removal of a written reprimand after a two (2) 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 (10) years as long as no similar incidents have occurred.

23.6 Outside Requests. Requests for information located exclusively in an employee's personnel, payroll, supervisor, or training file will be handled in accord with RCW 42.56.250(12).

23.6 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, Internal Affairs files, or applicant background investigation documents such as, but not limited to, psychological evaluations and polygraph results.

ARTICLE 24 – PROTECTED SPEECH

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 25 – TOBACCO POLICY

Tobacco use is prohibited inside all City facilities, including City-owned buildings, vehicles, and offices or other facilities rented or leased by the City, including individual employee offices. The Tobacco Policy applies to employees during working time and anytime in uniform. Smoking is only allowed in outside areas that comply with all applicable laws. Employees are expected to exercise common courtesy and to respect the needs and sensitivities of coworkers with regard to the Tobacco Policy. Tobacco users 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 26 – PHYSICAL FITNESS PROGRAM

26.1 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.

26.2 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 (2) times each year. Employees will be provided sixty (60) day advance notice of the testing dates.

26.3 The three physical fitness events are push-ups, sit-ups, and squat thrusts. The results from each event are pass/fail. Each passing event will accrue one percent (1%) of additional sick leave buyback, up to a maximum of three percent (3%) annually. A failure of an event will result in no percentage accrual for the failed event. Testing should be performed in normal workout gear and athletic shoes.

26.4 Employees who meet the PAT standard in a given calendar year shall receive a percentage of their accrued sick leave (inclusive of their WA Sick Leave and City Sick Leave) bought out at retirement. Each year that an employee participates successfully in the program they earn an additional percentage of sick leave buyout. For example, an employee who passes two (2) of the three (3) events at an annual test would accrue an additional two percent (2%) toward sick leave buyout. An employee maintaining this standard for a period of ten (10) years would have the ability to have an additional twenty percent (20%) of their accrued sick leave bought out. This benefit is in addition to the sick leave buyout provision upon retirement (Article 9).

ARTICLE 27 – DRUG AND ALCOHOL TESTING

27.1 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.

27.2 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.

27.3 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.

27.4 Guild members follow the City's drug and alcohol testing policies and procedures found in the current personnel policies.

ARTICLE 28 – HARASSMENT

28.1 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 29 – ENTIRE AGREEMENT

29.1 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.

29.2 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 30 – SAVINGS CLAUSE

30.1 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 31 – AGREEMENT DURATION

The Agreement shall be and remain in full force and effect from January 1, 2022 through December 31, 2024. All provisions herein are subject to existing laws and ordinances and any provision found to be in conflict shall be void.

SIGNED THIS ____ DAY OF _____ 2022.

ANACORTES POLICE SERVICES
GUILD
BY:

CITY OF ANACORTES, WA
BY:

Kimberly McDermott
NON-COMMISSIONED GUILD
REPRESENTATIVE

Matt Miller
MAYOR

ANACORTES POLICE SERVICES
BY:

BY:

Jordan Kellington
GUILD PRESIDENT

Emily Schuh
ADMINISTRATIVE SERVICES
DIRECTOR

BY:

BY:

Michael Scheepers
GUILD VICE-PRESIDENT

Dave Floyd
CHIEF OF POLICE

ATTEST:

Steve Hoglund
CITY CLERK - TREASURER

ADDENDUM A – WAGES

2022 Non-Commissioned Police Guild Wage Schedule

2022 Non Commissioned Police Guild Wage Schedule																			
5.0% COLA Adjustment to Wage Scale		Monthly Rate	1.03				Hourly Rate							Annual Salary					
Position	3.0% between each step	Step 1	Step 2	Step 3	Step 4	Step 5		Step 1	Step 2	Step 3	Step 4	Step 5		Step 1	Step 2	Step 3	Step 4	Step 5	
		Level NC1	\$4,427.58	\$4,560.41	\$4,697.22	\$4,838.14	\$4,983.28	NC1	\$25.54	\$26.31	\$27.10	\$27.91	\$28.75	NC1	\$53,131.00	\$54,724.93	\$56,366.68	\$58,057.68	\$59,799.41
	Level NC2	\$4,558.22	\$4,694.97	\$4,835.82	\$4,980.89	\$5,130.32	NC2	\$26.30	\$27.09	\$27.90	\$28.74	\$29.60	NC2	\$54,698.67	\$56,339.63	\$58,029.82	\$59,770.71	\$61,563.83	
	Level NC3	\$4,692.78	\$4,833.56	\$4,978.57	\$5,127.93	\$5,281.77	NC3	\$27.07	\$27.89	\$28.72	\$29.58	\$30.47	NC3	\$56,313.36	\$58,002.77	\$59,742.85	\$61,535.13	\$63,381.19	
Records Support	Level NC4	\$4,831.38	\$4,976.32	\$5,125.61	\$5,279.37	\$5,437.76	NC4	\$27.87	\$28.71	\$29.57	\$30.46	\$31.37	NC4	\$57,976.50	\$59,715.80	\$61,507.27	\$63,352.49	\$65,253.06	
	Level NC5	\$4,974.13	\$5,123.35	\$5,277.05	\$5,435.36	\$5,598.42	NC5	\$28.70	\$29.56	\$30.44	\$31.36	\$32.30	NC5	\$59,689.53	\$61,480.22	\$63,324.63	\$65,224.37	\$67,181.10	
	Level NC6	\$5,121.16	\$5,274.80	\$5,433.04	\$5,596.03	\$5,763.91	NC6	\$29.55	\$30.43	\$31.34	\$32.28	\$33.25	NC6	\$61,453.96	\$63,297.58	\$65,196.50	\$67,152.40	\$69,166.97	
Code Enforcement Officer/Animal Control; Community Service Officer	Level NC7	\$5,272.61	\$5,430.79	\$5,593.71	\$5,761.52	\$5,934.37	NC7	\$30.42	\$31.33	\$32.27	\$33.24	\$34.24	NC7	\$63,271.31	\$65,169.45	\$67,124.54	\$69,138.27	\$71,212.42	
	Level NC8	\$5,428.60	\$5,591.46	\$5,759.20	\$5,931.98	\$6,109.94	NC8	\$31.32	\$32.26	\$33.23	\$34.22	\$35.25	NC8	\$65,143.19	\$67,097.48	\$69,110.41	\$71,183.72	\$73,319.23	
	Level NC9	\$5,589.27	\$5,756.95	\$5,929.65	\$6,107.54	\$6,290.77	NC9	\$32.25	\$33.21	\$34.21	\$35.24	\$36.29	NC9	\$67,071.22	\$69,083.36	\$71,155.86	\$73,290.53	\$75,489.25	
	Level NC10	\$5,754.76	\$5,927.40	\$6,105.22	\$6,288.38	\$6,477.03	NC10	\$33.20	\$34.20	\$35.22	\$36.28	\$37.37	NC10	\$69,057.09	\$71,128.81	\$73,262.67	\$75,460.55	\$77,724.37	

2023 Non-Commissioned Police Guild Wage Schedule

2023 Non Commissioned Police Guild Wage Schedule																						
2.0% COLA Adjustment to Wage Scale		Monthly Rate		1.03						Hourly Rate								Annual Salary				
Position	3.0% between each step	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
		Level NC1	\$4,516.14	\$4,651.62	\$4,791.17	\$4,934.90	\$5,082.95	\$5,235.44	NC1	\$26.05	\$26.84	\$27.64	\$28.47	\$29.32	\$30.20	NC1	\$54,193.62	\$55,819.43	\$57,494.01	\$59,218.83	\$60,995.40	\$62,825.26
		Level NC2	\$4,649.39	\$4,788.87	\$4,932.53	\$5,080.51	\$5,232.93	\$5,389.91	NC2	\$26.82	\$27.63	\$28.46	\$29.31	\$30.19	\$31.10	NC2	\$55,792.64	\$57,466.42	\$59,190.41	\$60,966.13	\$62,795.11	\$64,678.96
		Level NC3	\$4,786.64	\$4,930.24	\$5,078.14	\$5,230.49	\$5,387.40	\$5,549.02	NC3	\$27.62	\$28.44	\$29.30	\$30.18	\$31.08	\$32.01	NC3	\$57,439.63	\$59,162.82	\$60,937.71	\$62,765.84	\$64,648.81	\$66,588.28
		Level NC4	\$4,928.00	\$5,075.84	\$5,228.12	\$5,384.96	\$5,546.51	\$5,712.91	NC4	\$28.43	\$29.28	\$30.16	\$31.07	\$32.00	\$32.96	NC4	\$59,136.03	\$60,910.11	\$62,737.42	\$64,619.54	\$66,558.13	\$68,548.87
		Level NC5	\$5,073.61	\$5,225.82	\$5,382.59	\$5,544.07	\$5,710.39	\$5,881.71	NC5	\$29.27	\$30.15	\$31.05	\$31.99	\$32.94	\$33.93	NC5	\$60,883.32	\$62,709.82	\$64,591.12	\$66,528.85	\$68,524.72	\$70,580.46
		Level NC6	\$5,223.59	\$5,380.29	\$5,541.70	\$5,707.95	\$5,879.19	\$6,055.57	NC6	\$30.14	\$31.04	\$31.97	\$32.93	\$33.92	\$34.94	NC6	\$62,683.04	\$64,563.53	\$66,500.43	\$68,495.45	\$70,550.31	\$72,666.82
Code Enforcement Officer/Animal Control; Community Service Officer		Level NC7	\$5,378.06	\$5,539.40	\$5,705.59	\$5,876.75	\$6,053.06	\$6,234.65	NC7	\$31.03	\$31.96	\$32.92	\$33.90	\$34.92	\$35.97	NC7	\$64,536.74	\$66,472.84	\$68,467.03	\$70,521.04	\$72,636.67	\$74,815.77
	Level NC8	\$5,537.17	\$5,703.29	\$5,874.38	\$6,050.62	\$6,232.13	\$6,419.10	NC8	\$31.95	\$32.90	\$33.89	\$34.91	\$35.95	\$37.03	NC8	\$66,446.05	\$68,439.43	\$70,492.62	\$72,607.40	\$74,785.82	\$77,029.19	
	Level NC9	\$5,701.05	\$5,872.08	\$6,048.25	\$6,229.70	\$6,416.59	\$6,609.08	NC9	\$32.89	\$33.88	\$34.89	\$35.94	\$37.02	\$38.13	NC9	\$68,412.65	\$70,485.03	\$72,578.98	\$74,756.35	\$76,999.04	\$79,309.01	
	Level NC10	\$5,869.85	\$6,045.95	\$6,227.33	\$6,414.15	\$6,606.57	\$6,804.77	NC10	\$33.86	\$34.88	\$35.93	\$37.00	\$38.11	\$39.26	NC10	\$70,438.24	\$72,551.38	\$74,727.93	\$76,969.76	\$79,278.86	\$81,657.22	

2024 Non-Commissioned Police Guild Wage Schedule

2024 Non Commissioned Police Guild Wage Schedule																						
2.5% COLA Adjustment to Wage Scale		Monthly Rate	1.03										Hourly Rate	Annual Salary								
Position	3.0% between each step	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
	Level NC1	\$4,629.04	\$4,767.91	\$4,910.95	\$5,058.28	\$5,210.02	\$5,366.32	NC1	\$26.71	\$27.51	\$28.33	\$29.18	\$30.06	\$30.96	NC1	\$55,548.46	\$57,214.92	\$58,931.36	\$60,699.30	\$62,520.28	\$64,395.89	
	Level NC2	\$4,765.62	\$4,908.59	\$5,055.85	\$5,207.52	\$5,363.75	\$5,524.66	NC2	\$27.49	\$28.32	\$29.17	\$30.04	\$30.94	\$31.87	NC2	\$57,187.46	\$58,903.08	\$60,670.17	\$62,490.28	\$64,364.99	\$66,295.94	
	Level NC3	\$4,906.30	\$5,053.49	\$5,205.10	\$5,361.25	\$5,522.09	\$5,687.75	NC3	\$28.31	\$29.15	\$30.03	\$30.93	\$31.86	\$32.81	NC3	\$58,875.62	\$60,641.89	\$62,461.15	\$64,334.98	\$66,265.03	\$68,252.98	
	Level NC4	\$5,051.20	\$5,202.74	\$5,358.82	\$5,519.59	\$5,685.17	\$5,855.73	NC4	\$29.14	\$30.02	\$30.92	\$31.84	\$32.80	\$33.78	NC4	\$60,614.43	\$62,432.87	\$64,305.85	\$66,235.03	\$68,222.08	\$70,268.74	
	Level NC5	\$5,200.45	\$5,356.46	\$5,517.16	\$5,682.67	\$5,853.15	\$6,028.75	NC5	\$30.00	\$30.90	\$31.83	\$32.78	\$33.77	\$34.78	NC5	\$62,405.41	\$64,277.57	\$66,205.90	\$68,192.07	\$70,237.84	\$72,344.97	
	Level NC6	\$5,354.18	\$5,514.80	\$5,680.25	\$5,850.65	\$6,026.17	\$6,206.96	NC6	\$30.89	\$31.82	\$32.77	\$33.75	\$34.77	\$35.81	NC6	\$64,250.11	\$66,177.62	\$68,162.94	\$70,207.83	\$72,314.07	\$74,483.49	
Code Enforcement Officer/Animal Control; Community Service Officer																						
Level NC7	\$5,512.51	\$5,677.89	\$5,848.23	\$6,023.67	\$6,204.38	\$6,390.51	NC7	\$31.80	\$32.76	\$33.74	\$34.75	\$35.79	\$36.87	NC7	\$66,150.16	\$68,134.66	\$70,178.70	\$72,284.06	\$74,452.58	\$76,686.16		
Level NC8	\$5,675.60	\$5,845.87	\$6,021.24	\$6,201.88	\$6,387.94	\$6,579.58	NC8	\$32.74	\$33.73	\$34.74	\$35.78	\$36.85	\$37.96	NC8	\$68,107.20	\$70,150.42	\$72,254.93	\$74,422.58	\$76,655.26	\$78,954.92		
Level NC9	\$5,843.58	\$6,018.89	\$6,199.45	\$6,385.44	\$6,577.00	\$6,774.31	NC9	\$33.71	\$34.72	\$35.77	\$36.84	\$37.94	\$39.08	NC9	\$70,122.96	\$72,226.65	\$74,393.45	\$76,625.25	\$78,924.01	\$81,291.73		
Level NC10	\$6,016.60	\$6,197.10	\$6,383.01	\$6,574.50	\$6,771.74	\$6,974.89	NC10	\$34.71	\$35.75	\$36.83	\$37.93	\$39.07	\$40.24	NC10	\$72,199.19	\$74,365.17	\$76,596.12	\$78,894.01	\$81,260.83	\$83,698.65		

AN AGREEMENT BETWEEN:

● **THE CITY OF ANACORTES, WASHINGTON**

AND

● **THE ANACORTES POLICE SERVICES GUILD
NON- COMMISSIONED EMPLOYEES**



March 1, 2018 – January 1, 2022 – December 31, 20202024

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Updated January 24, 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 non-commissioned Police Department Employees, except the Chief of Police, the Assistant Police Chief, the Police Captains, and the ~~Record's~~ Records 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 by 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.~~

2.1 Dues Processing. The Guild will notify the City of the initiation fees and dues. Following receipt of written notice from the Guild that it has received authorization for dues collection from an employee, the City will deduct initiation fees and dues from the wages of the employee, and forward them to the Guild each pay period.

2.2 Revocation. An employee may revoke authorization for payroll deduction of payments to the Guild by providing written notice to the Guild, which will provide written notice to the City. Every effort will be made to end the deduction effective on the first payroll, but not later than the second payroll, after the City's receipt of written notice from the Guild.

~~2.2 — Any employee failing to comply with Article II 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.~~

2.3 Indemnification. The Guild agrees to defend, indemnify and save the City harmless against any liability which may arise by reason of any action taken by the City and/or Guild to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action, provided that the Guild shall have no obligation to defend and indemnify if the liability is a result of the City's own negligence. The City will promptly notify the Guild in writing of any claim, demand, suit, or other form of liability asserted against the City and/or Guild relating to its implementation of this Article.

~~ARTICLE 3~~ – ARTICLE 3 – GUILD RIGHTS AND RESPONSIBILITIES

3.1 Guild members will be allowed to meet with 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 (2) 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 Guild ~~Representative~~representative, 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~~their activities during such investigations to matters relating to such investigation. City work hours shall not be used by employees or Guild Representatives for the promotion of Guild affairs other than stated above. The Guild will be treated in the same manner as other ~~city~~City bargaining units with regard to holding Guild meetings.

3.4 Bulletin Boards— The Employer shall provide space for a bulletin board at each station which may be used by the Guild.

~~ARTICLE 4~~ – HOURS OF LABOR

4.1 Work Week. Unless otherwise agreed in writing, the work week for purposes of calculating overtime shall consist of seven (7) days beginning at 12:01 A.M. on Sunday.

4.14.2 Work Day. The workday, for the purpose of this Agreement, shall be eight (8) hours from 8:00 am – 4:00 pm or 9:00 am – 5:00 pm, Monday – Friday. Other shifts may be agreed to by the parties.

~~4.2 With the exception of shift changing, the standard workweek shall be five consecutive eight-hour periods over seven consecutive days. If due to shift changes, an individual works over forty hours in seven consecutive twenty-four hour periods but less than one hundred sixty hours over the twenty-eight consecutive twenty-four hour periods, no overtime will be granted. If the work period, due to shift change, is less than forty hours over seven consecutive twenty-four hour periods, no deduction in salary will be made. Employees shall be guaranteed four consecutive days off following a shift where they are required to work seven or more consecutive days.~~

4.3 Overtime pay at the rate of one and one-half ~~time (1.5) times~~ the regular rate shall be paid for time worked in excess of eight (8) hours in a ~~twenty-twenty-four (24)~~ hour period or for time worked in excess of ~~one hundred and sixty hours over twenty-eight consecutive twenty-four hour periods~~ forty (40) hours in a work week.

4.4 Any ~~Employee-employee~~ called to work after completing their regular shift of eight (8) hours, or attending court on their off-duty time, shall be paid a minimum of three (3) hours at one and one-half (1.5) times their regular rate of pay.

4.5 Employees shall be given ten (10) days written notice in advance of any schedule change except in case of an emergency.

4.6 Any part-time Employee working one thousand forty (1,040-) hours or more per year shall receive all leave benefits which shall be pro-rated to the hours worked. Health insurance eligibility for part time employees will be in accordance with the City ~~of Anacortes~~ personnel policies.

4.7 ~~Police~~ Department ~~Employees-employees~~ shall be allowed to accumulate compensatory time to a total of forty-two and one-half (42.5-) hours. Compensatory time in lieu of overtime pay shall be taken prior to the close of the calendar year and at the convenience of the Employer and the Employee, consistent with the Fair Labor Standards Act. Accrued compensatory time will be deposited into a deferred compensation account or paid out in wages. Employees must inform payroll of their distribution preference by December 10. ~~Employee's-Employees'~~ compensatory time ~~balance-balances~~ will be distributed on the final check of the calendar year (that is paid on January 5.)

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.

5.25.2 The Employer may, with the Employee's consent, demote an employee to a vacant position in a classification for which the employee is qualified as an alternative to layoff. An employee demoted pursuant to this Section will retain their current rate of pay if it is within the range of the new classification; if the employee's current rate of pay exceeds the top step of the new range, the employee will be placed at the top step of the new range. If the former position is renewed within twelve (12) months, the Employer shall automatically reinstate the employee to the former position.

5.3 For the purpose of this Agreement, "continuous employment" is defined as employment uninterrupted by voluntary severance of employment by the ~~Employee~~employee, or by absence due to discharge unless rehiring is accomplished within thirty (30) days.

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

5.45.5 If a vacancy occurs in any job within the bargaining unit, the Employer agrees to give consideration to Employees-employees presently employed.

5.55.6 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 (6) months. The Chief retains the right to extend this timeframe if medical documentation indicates that the person will be able to return to work within the next ~~90~~ninety (90) days.

5.65.7 Twelve (12) months shall be considered to be a trial period during which time the Employer decides the capability and desirability of retaining the new Employee. During the trial period, employment is at will and the employee shall not have recourse to the grievance procedure to contest any discipline or discharge.

5.75.8 For the purposes of this ~~contract~~Agreement, seniority, unless otherwise noted, is defined as continuous time with the ~~department~~Department measured from the date of hire. If two (2) 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

6.1 Any disputes arising under this Agreement shall be settled as stated in this Article provided that no employee shall avail ~~himself or herself~~themselves 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~~ 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 (10) business days from the date of the occurrence of the matter giving rise to the grievance or within ten (10) 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 it 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 (10) 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 (10) 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~~ Chief or designee shall provide a written response to the employee and Guild within ten (10) 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 (10) 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 (10) 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 ~~calendar~~ (20) business days of receipt of the written answer as provided to the Guild at Step 3.

(a)6.1.1 The parties should attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Services (FMCS) to submit a panel of nine (9) arbitrators from which list the region that includes Washington. The parties will select the arbitrator ~~shall be selected from the list by~~ alternatively striking one (1) name from the list until one (1) name shall remain.

(b)6.1.2 The arbitrator shall be notified of ~~his/her~~ their selection and shall be requested to set a time and place of the hearing, subject to the availability of Guild and City ~~Representatives~~ representatives.

(c)6.1.3 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)6.1.4 The arbitrator shall submit ~~his/her~~ their decision in writing within thirty ~~business~~ (30) calendar 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)6.1.5 More than one (1) grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

(f)6.1.6 The fees and the arbitrator shall be borne by the losing party, provided, however, that each party shall be responsible for compensating its own representatives and ~~witness~~ witnesses, including the fees for any attorneys they choose to use.

6.2 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.

6.3 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~~ 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 Years - <u>Year's</u> 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)
<u>Juneteenth</u>	<u>(June 19th)</u>
Independence Day	(July 4th)
Labor Day	(First Monday in September)
Veteran's Day	(November 11)
Thanksgiving Day	(Fourth Thursday in November)
Day after Thanksgiving <u>Native American Heritage Day</u>	(Day Immediately Following Thanksgiving)
Christmas Day	(December 25)
Personal Holiday <u>(2Holidays (3)</u>	

7.2 A personal holiday is time that an employee may select to be away from the office. An employee may not work on a personal holiday. An ~~Employee-employee~~ may take their personal holiday hours at such time as is mutually agreeable between the employee and their Department Head. The personal holiday shall be pro-rated during the year. In the event of an employee's termination, any personal holiday used but not yet accrued shall be deducted from the employee's final paycheck.

7.3 When a holiday falls on Saturday-, the holiday will be observed on the preceding Friday ~~shall be declared a legal holiday~~. When ~~the a~~ holiday falls on Sunday, the holiday will be observed on the following Monday ~~shall be declared the legal holiday~~.

7.4 If an employee covered by this ~~agreement~~-Agreement works on any of the above -named holidays, they shall be guaranteed payment at the rate of one and one-half-half (1.5) times their regular hourly rate of pay for the actual hours worked. This compensation is in addition to their regular monthly wage.

7.5 Management maintains the right to determine the number of personnel assigned to work on holidays.

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 requests shall be submitted prior to January 2nd of each year. Such requests shall be decided on a seniority basis. Request submitted after

January 2nd for the calendar year shall be allocated on a first come, first serve basis. 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 by a physician's written statement.

8.4 Vacation leave is to be deducted on an hour-for-hour basis.

8.5 Employees may elect to have their accrued vacation balance that exceeds one hundred sixty (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 (4) hours of leave for each pay period of continuous service to a maximum of one thousand four hundred forty (1,440-) hours.

9.2 Sick leave shall be computed exclusive of holidays.

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

9.4 Notification of absence due to sickness shall be given to the City as soon as possible on the first day of such absence and every day thereafter (unless this requirement is waived by the Dept. Department Head), but no later than two (2) 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, as well.

9.5 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.

9.6 An employee who is eligible for retirement under the applicable DRS retirement plan is eligible for a cash out of a portion of their unused sick leave proportionate to their sick leave balance. Sick leave cash out is prorated for part time employees based on full time equivalency at retirement. Unused sick leave is not cashed out upon separation other than retirement.

Sick Leave Balance at Retirement	Percent Cash out
0-800 Hours	0%
801-1251 Hours	18% of unused sick leave hours
1251-1440 hours	25% of unused sick leave hours

~~Unused sick leave is not cashed out upon separation other than retirement.~~

ARTICLE 10 - BEREAVEMENT

ARTICLE 10 – OTHER LEAVES

10.1 Bereavement Leave.

~~40.1~~10.1.1 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 share the need for bereavement leave with 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-in-law, mother-in-law, grandparent-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law. Three (3)~~ consecutive workdays off with pay will be approved to attend the funeral or memorial service (maximum 24 hours). Two ~~(2)~~ 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 ~~two hundred (200-)~~ miles each way (maximum 16 hours). Bereavement leave use is limited to the twelve (12) months following the immediate family member's death. With approval of the Chief, an employee may supplement bereavement leave with sick leave and/or vacation leave.

~~40.2~~10.1.2 Regular part-time employees who are scheduled to work twenty ~~(20)~~ or more hours per week are eligible to receive Bereavement Leave. The amount of leave allowed will be based on a pro rata basis that relates the average number of hours per week worked to a regular forty-hour week. (For example, a part-time employee working twenty ~~(20)~~ hours per week would be eligible for one half the paid time-off that a full-time employee receives.)

10.2 Jury Duty. Employees who are required by law to render jury service will be granted paid time off during a period of jury duty. Employees should notify their supervisors as soon as possible after receipt of a juror summons so that operational adjustments can be made as needed during the employee's absence. A copy of the

juror summons must be provided to their supervisor. If an employee is summoned for jury service during a critical work period, the City may ask the employee to request a waiver from duty; in such cases, the City will provide documentation to the relevant court supporting the waiver request.

ARTICLE 11 --RECORDS-- VOLUNTARY PHYSICAL FITNESS PROGRAM & SICK LEAVE BUY BACK PROGRAM

11.1 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.

11.2 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 sixty (60) day advance notice of the testing dates.

11.3 The three (3) physical fitness events are push-ups, sit-ups, and squat thrusts. The results from each event are pass/fail. Each passing event will accrue one percent (1%) of additional sick leave buyback, up to a maximum of three percent (3%) annually. A failure of an event will result in no percentage accrual for the failed event. Testing should be performed in normal workout gear and athletic shoes.

11.4 Employees who meet the PAT standard in a given calendar year shall receive a percentage of their accrued sick leave (inclusive of their WA Sick Leave and City Sick Leave) bought out at retirement. Each year that an employee participates successfully in the program they earn an additional percentage of sick leave buyout. For example, an employee who passes two (2) of the three (3) events at an annual test would accrue an additional two percent (2%) toward sick leave buyout. An employee maintaining this standard for a period of ten (10) years would have the ability to have an additional twenty percent (20%) of their accrued sick leave bought out. This benefit is in addition to the sick leave buyout provision upon retirement (Article 9).

~~11.1 The Employer shall keep records of attendance and absence so as to provide all necessary information regarding annual leave and sick leave.~~

~~11.2 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 12 – HEALTH AND WELFARE COVERAGE

12.1 Medical Insurance Plans. The City will provide employees with the following plans: AWC Healthfirst High Deductible Health Plan, Kaiser Permanente High Deductible Health Plan, AWC Healthfirst \$250 plan, or Kaiser Permanente Access PPO, all as offered through the Association of Washington Cities Benefit Trust.

12.2 Premiums.

12.2.1 For employees choosing the HealthFirst \$250 deductible plan, the City will pay one hundred percent (100%-) of the premiums for the employee and ninety percent (90%-) of the premiums for dependents.

(a) For employees choosing the Kaiser Permanente PPO \$250 deductible plan, the City will pay one hundred percent (100%-) of the premiums for the employee and ninety percent (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 Healthfirst \$250 plan to be paid on each pay period.

~~In 2018~~ 12.2.2 ~~In 2022, 2019 2023,~~ and ~~2020-2024,~~ the City will pay one hundred percent (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 Healthfirst \$250 plan to be contributed into the employee's HSA on each pay period.

(b) 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-forty (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.)

12.2.3 For employees enrolled on Dual Insurance, the employee will receive an incentive equivalent to ~~50% of the Kaiser Permanente Access PPO~~

~~Healthcare fifty percent (50%) of the lower cost PPO plan~~ premiums that the City would otherwise contribute to health insure the dependents.

12.3 Dental Insurance. The City agrees to provide dental insurance for employees and their dependents. The City shall pay one hundred percent (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.

12.4 Orthodontia Insurance. The City agrees to pay one hundred percent (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.

12.5 Vision Insurance. The City agrees to pay one hundred percent (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.

12.6 Life Insurance. The City agrees to pay one hundred percent (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 insurance plan in effect at the time of this Agreement is through Standard as offered through the Association of Washington Cities.

~~12.7 **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.~~

~~12.8-12.7~~ 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 13- MANAGEMENT'S RIGHTS

13.1 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.

13.2 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.

13.3 The parties understand and agree that the statements in ~~Employees~~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.

13.4 Except as otherwise provided herein, the Employer shall decide all questions as to lay-offs, 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.

13.5 Any and all rights concerned with management and operation of the Police Department are exclusively that of the City unless otherwise specifically 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 assigned to 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 provision of this Agreement nor to waive the Guild's right to bargain the "effects" of performance standards and evaluations.

13.6 The City's Policy and Procedures Manual shall be applicable to members of the Guild. In the event of any inconsistency between this Agreement and the Manual, this Agreement shall prevail.

ARTICLE 14 ~~---~~ EMPLOYMENT

14.1 The ~~employer~~Employer shall have the right to discipline or discharge employees for just cause.

ARTICLE 15 ~~---~~ CIVIL SERVICE STATUTES

15.1 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.

ARTICLE 16 ~~---~~ CONTINUOUS OPERATION

16.1 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 17 – WAGES

~~17.1 The Guild shall submit all items for negotiations, including wages, prior to June 15th of the year in which the bargaining agreement expires.~~

~~17.2~~17.1 If an Employee is temporarily assigned in writing by the Police Chief or designee to a higher-paid classification, the Employee shall receive the higher rate of base pay for working that classification for all hours so worked. No Employee shall be subject to censure when assigned to a position for which he has not been properly trained. In the event any Employee is temporarily shifted for the Employer's convenience to a position paying a lesser wage than the rate for his regular position, no reduction in wage shall be made. ~~The Employer may with the Employee's consent transfer the employee to another job which is vacant and pay the regular rate for the top step of that position, as an alternative to layoff. If the former position is renewed the Employer shall automatically reinstate the Employee to the former position.~~

~~17.3~~17.2 Wages shall be paid by the Employer on a bimonthly basis. ~~Effective March 2007, paydays~~ Paydays are on the 5th and 20th of the month.

17.3 Salary Schedules.

~~17.4~~The salary schedule 17.3.1 Salary schedules showing the hourly, monthly, overtime and annual salaries for each classification are set forth in Addendum A. The salary schedules will reflect the following wage increases from the January 1, 2017 wage prior year's salary schedule:

<u>3/1/2018</u> <u>1/1/22</u>	<u>2.25.0%</u>
<u>1/1/2019</u> <u>1/1/23</u>	<u>2.0%</u>
<u>1/1/2020</u> <u>1/1/24</u>	<u>2.02.5%</u>

17.3.2 Effective January 1, 2023, a new Step 6 will be added to each salary range. Progression to Step 6 will follow the provisions of Article 19 – Proficiency System.

~~17.5~~17.4 Lateral hires may be placed at any point up to the mid-range of the salary schedule.

~~17.6~~17.5 Multilingual Incentive:- Employees who have been independently verified, by a contractor of the City's choice, to be functionally fluent in a foreign languages will receive an incentive pay premium of ~~fifty dollars (\$50.00)~~ one percent (1%) per month.

~~17.7-17.6~~ Evidence/Property Custodian Incentive:-. Employees assigned as the Evidence/Property Custodian will receive an incentive pay premium of ~~fifty dollars (\$50.00)~~ one percent (1%) per month.

~~17.8-17.7~~ Lead Assignment. An employee assigned by APD management as the Records Support Lead will receive an incentive pay premium ~~of one hundred dollars (\$100.00)~~ two percent (2%) per month.

ARTICLE 18 - FRINGE BENEFITS

~~18.1—Monthly 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.~~

~~18.1~~ Employees hired prior to January 1, 2022, receive \$5.00 per month for each year of service following completion of five (5) years of service. The maximum longevity benefit per month is \$100.00 per month.

~~18.2—Longevity pay shall start after five (5) years employment at the rate of two dollars (\$2.00) per month for every year worked to a maximum of twenty (20) years. After five (5) years, longevity pay would be ten dollars (\$10.00) with two dollars (\$2.00) per month added every year until a total of forty dollars (\$40.00) longevity per month is reached.~~

~~18.3~~ 18.2 Clothing and Equipment.

~~18.3.1 Uniforms and protective clothing.~~

18.2.1 Uniforms and Protective Clothing. The Employer agrees to furnish and replace as necessary all required uniforms and protective clothing for all members. In addition, the Employer agrees to all cleaning and care of the uniforms and protective clothing required by the Employer. The complete list of City-issued equipment is attached.

City-Issued Equipment:

	<u>Support Personnel Uniform</u>
<u>21</u>	Long Sleeve Shirts
<u>2</u>	Short Sleeve Shirts
<u>21</u>	Pants
<u>4</u>	Sweater or Jacket
<u>1</u>	Belt
	A footwear allowance of \$100.00 per year for closed toe, black shoes that match uniform.
	<u>Community Service Officer & Code Enforcement Officer Uniform/</u>

	<u>Equipment</u>
3	Short Sleeve Shirts
3	Long Sleeve Shirts
3	Uniform Pants
	Footwear allowance of \$ 125.00 <u>200.00</u> per year plus tax and shipping charges
1	Uniform jacket with removable fleece liner
<u>1</u>	<u>Protective Ballistic Vest (see 18.4)</u>
1	Uniform Badge
<u>1</u>	<u>Pair Gloves</u>
1	Pair Gloves 4-Jumpsuit (upon completion of probation period for CEO assigned to animal control)
	Name Tags provided on all items of clothing that require one
1	Uniform Flashlight
1	Uniform Belt Pant
1	Duty Belt
1	Defensive Spray (with Case)
4	Belt Keeper
1	Key Holder
1	Knife (with case)
1	Portable Radio (with case)

~~18.3.2~~ 18.2.2 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.

~~18.3.3~~ 18.2.3 Cleaning. The Employer shall pay one hundred percent of the cost necessary to clean each employee's uniform through a cleaning service provided by the Employer.

~~18.4~~ 18.3 Safety gear as required by law shall be provided by the Employer.

18.4 Protective Ballistic Vests with External Carrier. The City currently provides a protective ballistic vest to the Community Service and Code Enforcement Officers 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 (12) 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 (5) years after their issue date.

18.5 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.

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

ARTICLE 19 -- PROFICIENCY SYSTEM

19.1 Progression through the Proficiency ~~levels~~ Levels of a salary range will be based upon the Employee's performance in conjunction with time in a job classification. Each Employee will 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:~~

19.2. Through December 31, 2022, the Proficiency Levels are as follows:

Proficiency Levels

Step 1	Step 2	Step 3	Step 4	Step 5
Normal hiring rate	After one year of service	After 2 years of service	After 3 years of service	After 4 years of service

Effective January 1, 2023, an additional Proficiency Level will be added as follows:

Proficiency Levels

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
<u>Normal hiring rate</u>	<u>After one year of service</u>	<u>After 2 years of service</u>	<u>After 3 years of service</u>	<u>After 4 years of service</u>	<u>After 5 years of service</u>

~~19.3~~ ~~19.2~~ To receive the Proficiency Level increase, the Employee must perform at a satisfactory rate of improvement and maintain satisfactory performance.

~~19.3~~~~19.4~~ Proficiency ~~level~~Level increases must be approved by the Police Chief and Mayor.

ARTICLE 20 ~~--~~ WORK STOPPAGES

The ~~employer~~Employer and the ~~guild~~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 contract 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~~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 21 ~~--~~ INTERNAL INVESTIGATIONS

21.1 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 (8) hours prior to interview of the employee, unless the employee waives this requirement.

21.2 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.

21.3 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.

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

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

21.6 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 twelve (12) hours after the incident except that promptly following the incident the employee shall verbally report to a superior a brief summary of the incident

and any information necessary to secure evidence, identify witnesses, or apprehend suspects. The affected employee may waive the requirement to wait twelve (12) hours.

ARTICLE 22 ~~---~~ PSYCHOLOGICAL / MEDICAL EVALUATIONS

22.1 Initial Evaluation.

22.1.1 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.

22.1.2 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.

22.1.3 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.

22.2 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.

22.3 Medical Arbitration.

22.3.1 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.

22.3.2 The two (2) 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 23 -- PERSONNEL RECORDS

~~23.1 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.~~

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

23.2 Only one (1) 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.

23.3 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.

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

23.523.5 Written reprimands will be removed from the employee's personnel file after three (3) years from the date said action was finalized provided that no further reprimands of a like nature have been issued within this three (3) year period. An employee may request the removal of a written reprimand after a two (2) 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 (10) years as long as no similar incidents have occurred.

23.6 Outside Requests. Requests for information located exclusively in an employee's personnel, payroll, supervisor, or training file will be handled in accord with RCW 42.56.250(12).

23.6 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, Internal Affairs files, or applicant background investigation documents such as, but not limited to, psychological evaluations and polygraph results.

ARTICLE 24 ~~---~~ PROTECTED SPEECH

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 25 ~~---~~ TOBACCO POLICY

~~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 ~~smoking policy~~ Tobacco 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 comply with all applicable laws~~. Employees are expected to exercise common courtesy and to respect the needs and sensitivities of coworkers with regard to the ~~smoking policy~~ Tobacco Policy. ~~Smokers~~ Tobacco users 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 26 ~~---~~ PHYSICAL FITNESS PROGRAM

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

~~1% 90-112.4 points~~

~~2% 112.5-134.9 points~~

~~3% 135 points +~~

~~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 an employee~~

~~participates successfully in the program they earn an additional percentage of sick leave buyout. This benefit is in addition to the sick leave buyout provision upon retirement. The City and the Guild agrees to utilize the current 26.2 The City and Guild agree to utilize the WA State Criminal Justice Training Commission physical fitness standards as the scoring basis for determining standards and criteria for the physical fitness tests (sit-ups, push-ups, 1.5 mile run). This does not have a separate component for gender or age. There are a total of 150 points available 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 (2) times each year. Employees will be provided 60-sixty (60) day advance notice of the testing dates.

26.3 The three physical fitness events are push-ups, sit-ups, and squat thrusts. The results from each event are pass/fail. Each passing event will accrue one percent (1%) of additional sick leave buyback, up to a maximum of three percent (3%) annually. A failure of an event will result in no percentage accrual for the failed event. Testing should be performed in normal workout gear and athletic shoes.

26.4 Employees who meet the PAT standard in a given calendar year shall receive a percentage of their accrued sick leave (inclusive of their WA Sick Leave and City Sick Leave) bought out at retirement. Each year that an employee participates successfully in the program they earn an additional percentage of sick leave buyout. For example, an employee who passes two (2) of the three (3) events at an annual test would accrue an additional two percent (2%) toward sick leave buyout. An employee maintaining this standard for a period of ten (10) years would have the ability to have an additional twenty percent (20%) of their accrued sick leave bought out. This benefit is in addition to the sick leave buyout provision upon retirement (Article 9).

ARTICLE 27 ~~--~~ DRUG AND ALCOHOL TESTING

27.1 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.

27.2 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.

27.3 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.

27.4 Guild members follow the City's drug and alcohol testing policies and procedures found in the current personnel policies.

ARTICLE 28 ~~---~~ HARASSMENT

28.1 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 29 ~~---~~ ENTIRE AGREEMENT

29.1 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.

~~29.2 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.~~

~~29.3 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.~~

29.429.2 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 30 ~~---~~ SAVINGS CLAUSE

30.1 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 31 ~~---~~ AGREEMENT DURATION

The Agreement shall be and remain in full force and effect from ~~March 1, 2018~~ January 1, 2022 through December 31, ~~2020~~2024. All provisions herein are subject to existing laws and ordinances and any provision found to be in conflict shall be void.

SIGNED THIS ____ DAY OF ~~FEBRUARY 2018~~ _____ 2022.

ANACORTES POLICE SERVICES
GUILD
BY:

CITY OF ANACORTES, WA
BY:

~~Judy Beyer~~
~~Kimberly McDermott~~
~~NON-NON~~-COMMISSIONED GUILD
REPRESENTATIVE

Matt Miller
MAYOR

BY:

Emily Schuh
ADMINISTRATIVE SERVICES
DIRECTOR

ANACORTES POLICE SERVICES BY:

CITY OF ANACORTES, WA

~~Chad Pruiett~~
~~Jordan Kellington~~
GUILD PRESIDENT

BY:

~~John Small~~Dave Floyd
CHIEF OF POLICE

BY:

ATTEST:

~~Rob Leetz~~Michael Scheepers

Steve Hoglund

GUILD VICE-PRESIDENT

CITY CLERK - TREASURER

ADDENDUM A – WAGES

ADDENDUM B Alternative Work 2022 Non-Commissioned Police Guild Wage Schedule

The Fair Labor Standards Act (FLSA) requires that non-exempt employees be paid overtime for all hours worked over forty during the work week. The work week consists of seven consecutive 24-hour periods, and the employer retains the right to designate when the work period begins and ends. The defined work week is not required to be the same for all employees.

Because the City does not want to incur additional costs by allowing employees to choose alternative work schedules, non-exempt employees must select an alternative schedule which does not require more than 40 hours/week. This may require employees to also request a different work week designation.

The following are examples of alternative work schedules for non-exempt employees:

EXAMPLE #1: Compressed Work week 9/80

2022 Non Commissioned Police Guild Wage Schedule																		
5.0% COLA Adjustment to Wage Scale		Monthly Rate	1.03					Hourly Rate							Annual Salary			
Position	3.0% between each step	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5		
	Level NC1	\$4,427.58	\$4,560.41	\$4,697.22	\$4,838.14	\$4,983.28	NC1	\$25.54	\$26.31	\$27.10	\$27.91	\$28.75	NC1	\$53,131.00	\$54,724.93	\$56,366.68	\$58,057.68	\$59,799.41
	Level NC2	\$4,558.22	\$4,694.97	\$4,835.82	\$4,980.89	\$5,130.32	NC2	\$26.30	\$27.09	\$27.90	\$28.74	\$29.60	NC2	\$54,698.67	\$56,339.63	\$58,029.82	\$59,770.71	\$61,563.83
	Level NC3	\$4,692.78	\$4,833.56	\$4,978.57	\$5,127.93	\$5,281.77	NC3	\$27.07	\$27.89	\$28.72	\$29.58	\$30.47	NC3	\$56,313.36	\$58,002.77	\$59,742.85	\$61,535.13	\$63,381.19
Records Support	Level NC4	\$4,831.38	\$4,976.32	\$5,125.61	\$5,279.37	\$5,437.76	NC4	\$27.87	\$28.71	\$29.57	\$30.46	\$31.37	NC4	\$57,976.50	\$59,715.80	\$61,507.27	\$63,352.49	\$65,253.06
	Level NC5	\$4,974.13	\$5,123.35	\$5,277.05	\$5,435.36	\$5,598.42	NC5	\$28.70	\$29.56	\$30.44	\$31.36	\$32.30	NC5	\$59,689.53	\$61,480.22	\$63,324.63	\$65,224.37	\$67,181.10
	Level NC6	\$5,121.16	\$5,274.80	\$5,433.04	\$5,596.03	\$5,763.91	NC6	\$29.55	\$30.43	\$31.34	\$32.28	\$33.25	NC6	\$61,453.96	\$63,297.58	\$65,196.50	\$67,152.40	\$69,166.97
Code Enforcement Officer/Animal Control; Community Service Officer	Level NC7	\$5,272.61	\$5,430.79	\$5,593.71	\$5,761.52	\$5,934.37	NC7	\$30.42	\$31.33	\$32.27	\$33.24	\$34.24	NC7	\$63,271.31	\$65,169.45	\$67,124.54	\$69,138.27	\$71,212.42
	Level NC8	\$5,428.60	\$5,591.46	\$5,759.20	\$5,931.98	\$6,109.94	NC8	\$31.32	\$32.26	\$33.23	\$34.22	\$35.25	NC8	\$65,143.19	\$67,097.48	\$69,110.41	\$71,183.72	\$73,319.23
	Level NC9	\$5,589.27	\$5,756.95	\$5,929.65	\$6,107.54	\$6,290.77	NC9	\$32.25	\$33.21	\$34.21	\$35.24	\$36.29	NC9	\$67,071.22	\$69,083.36	\$71,155.86	\$73,290.53	\$75,489.25
	Level NC10	\$5,754.76	\$5,927.40	\$6,105.22	\$6,288.38	\$6,477.03	NC10	\$33.20	\$34.20	\$35.22	\$36.28	\$37.37	NC10	\$69,057.09	\$71,128.81	\$73,262.67	\$75,460.55	\$77,724.37

2023 Non-Commissioned Police Guild Wage Schedule

2023 Non Commissioned Police Guild Wage Schedule																					
2.0% COLA Adjustment to Wage Scale		Monthly Rate	1.03												Hourly Rate	Annual Salary					
Position	3.0% between each step	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
	Level NC1	\$4,516.14	\$4,651.62	\$4,791.17	\$4,934.90	\$5,082.95	\$5,235.44	NC1	\$26.05	\$26.84	\$27.64	\$28.47	\$29.32	\$30.20	NC1	\$54,193.62	\$55,819.43	\$57,494.01	\$59,218.83	\$60,995.40	\$62,825.26
	Level NC2	\$4,649.39	\$4,788.87	\$4,932.53	\$5,080.51	\$5,232.93	\$5,389.91	NC2	\$26.82	\$27.63	\$28.46	\$29.31	\$30.19	\$31.10	NC2	\$55,792.64	\$57,466.42	\$59,190.41	\$60,966.13	\$62,795.11	\$64,678.96
	Level NC3	\$4,786.64	\$4,930.24	\$5,078.14	\$5,230.49	\$5,387.40	\$5,549.02	NC3	\$27.62	\$28.44	\$29.30	\$30.18	\$31.08	\$32.01	NC3	\$57,439.63	\$59,162.82	\$60,937.71	\$62,765.84	\$64,648.81	\$66,588.28
	Level NC4	\$4,928.00	\$5,075.84	\$5,228.12	\$5,384.96	\$5,546.51	\$5,712.91	NC4	\$28.43	\$29.28	\$30.16	\$31.07	\$32.00	\$32.96	NC4	\$59,136.03	\$60,910.11	\$62,737.42	\$64,619.54	\$66,558.13	\$68,554.87
Records Support	Level NC5	\$5,073.61	\$5,225.82	\$5,382.99	\$5,544.07	\$5,710.39	\$5,881.71	NC5	\$29.27	\$30.15	\$31.05	\$31.99	\$32.94	\$33.93	NC5	\$60,883.32	\$62,709.82	\$64,591.12	\$66,528.85	\$68,524.72	\$70,580.46
	Level NC6	\$5,223.59	\$5,380.29	\$5,541.70	\$5,707.95	\$5,879.19	\$6,055.57	NC6	\$30.14	\$31.04	\$31.97	\$32.93	\$33.92	\$34.94	NC6	\$62,683.04	\$64,563.53	\$66,500.43	\$68,495.45	\$70,550.31	\$72,666.82
Code Enforcement Officer/Animal Control; Community Service Officer	Level NC7	\$5,378.06	\$5,539.40	\$5,705.59	\$5,876.75	\$6,053.06	\$6,234.65	NC7	\$31.03	\$31.96	\$32.92	\$33.90	\$34.92	\$35.97	NC7	\$64,536.74	\$66,472.84	\$68,467.03	\$70,521.04	\$72,636.67	\$74,815.77
	Level NC8	\$5,537.17	\$5,703.29	\$5,874.38	\$6,050.62	\$6,232.13	\$6,419.10	NC8	\$31.95	\$32.90	\$33.89	\$34.91	\$35.95	\$37.03	NC8	\$66,446.05	\$68,439.43	\$70,492.62	\$72,607.40	\$74,785.62	\$77,029.19
	Level NC9	\$5,701.05	\$5,872.09	\$6,048.25	\$6,229.70	\$6,416.59	\$6,609.08	NC9	\$32.89	\$33.88	\$34.89	\$35.94	\$37.02	\$38.13	NC9	\$68,412.65	\$70,465.03	\$72,578.98	\$74,756.35	\$76,999.04	\$79,309.01
	Level NC10	\$5,869.85	\$6,045.95	\$6,227.33	\$6,414.15	\$6,606.57	\$6,804.77	NC10	\$33.86	\$34.88	\$35.93	\$37.00	\$38.11	\$39.26	NC10	\$70,438.24	\$72,551.38	\$74,727.93	\$76,969.76	\$79,278.86	\$81,657.22

Work Week Start/End — Friday noon — Friday 11:59 a.m.

Week 1

Day	F	S	S	M	T	W	T	F
Schedule	---	---	---	7-5	7-5	7-5	7-5	7-11
# Hours	0	0	0	9	9	9	9	4

Total hours worked = 40

Week 2

Day	F	S	S	M	T	W	T	F
Schedule	12-4	---	---	7-5	7-5	7-5	7-5	---
# Hours	4	0	0	9	9	9	9	0

Total hours worked = 40

In this example, the employee has every other Friday off. This can be done because the work week is defined as Friday noon to Friday at 11:59 a.m. In this example as well, once the employee has worked 40 hours in the defined work week, additional hours worked are paid at the overtime rate.

Human Resources is available to work with employees to determine compliance with FLSA requirements.

Accruing and Using Sick and Vacation Leave and Holiday Pay
Sick leave and vacation leave will continue to accrue at the regular rate. When an employee takes a full day of sick or vacation leave, the time charged will be equivalent to the full number of hours the employee was scheduled to work. This compensates for actual time absent for regularly scheduled work hours.

When a paid holiday falls on an employee's regularly scheduled work day, the employee will be paid eight hours of holiday pay. If the regularly scheduled work day is greater than 8 hours, the employee is required to use either vacation, compensatory time earned, or personal holiday to make up for the additional time the employee was scheduled to work in excess of the 8 hours of holiday pay.

When a paid holiday falls on an employee's regularly scheduled day off, the employee will record 8 hours of holiday flex on their timesheet for the holiday. The holiday flex hours must be used within the pay period that it is earned; unless mutually agreed upon otherwise between the City and the employee.

ALTERNATIVE WORK SCHEDULE APPLICATION
(Employee)

Employee Name: _____ Date Requested Submitted: _____

Dept./Division: _____ Proposed Effective Date: _____

Position: _____ Circle one: ☐ Exempt
☐ Non-Exempt

Description of Proposed
Alternative Work Schedule: _____

Work week start/end: _____

Day								
Schedule								
# Hours								

Day								
Schedule								
# Hours								

Day								
Schedule								
# Hours								

Reason for Request: _____

Potential Problems/Recommended Solutions: _____

Employee Signature _____ Date _____

ALTERNATIVE WORK SCHEDULE APPLICATION
(Supervisor)

Employee Name: _____ Dept./Division: _____

Position: _____ Supervisor: _____

_____ I recommend approval of the purposed alternative work schedule
and have provided additional supportive information below.

_____ I recommend the proposed alternative work schedule be denied
and have noted my concerns below.

Comments: _____

Supervisor Signature _____ Date _____

Human Resource Dept Recommendation: _____ Approved _____ Denied _____

Comments/Notes: _____

Review for FLSA (Fair Labor Standards Act) Compliance: _____

Human Resources Director _____ Date _____

Effective Date: _____ Trial Period Review Date: _____

2024 Non-Commissioned Police Guild Wage Schedule

2024 Non Commissioned Police Guild Wage Schedule																						
2.5% COLA Adjustment to Wage Scale		Monthly Rate	1.03		Hourly Rate										Annual Salary							
Position	3.0% between each step	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6			
		Level NC1	\$4,629.04	\$4,767.91	\$4,910.95	\$5,058.28	\$5,210.02	\$5,366.32	NC1	\$26.71	\$27.51	\$28.33	\$29.18	\$30.06	\$30.96	NC1	\$55,548.46	\$57,214.92	\$58,931.36	\$60,699.30	\$62,520.28	\$64,395.89
Records Support	Level NC2	\$4,765.62	\$4,908.59	\$5,055.85	\$5,207.52	\$5,363.75	\$5,524.66	NC2	\$27.49	\$28.32	\$29.17	\$30.04	\$30.94	\$31.87	NC2	\$57,187.46	\$58,903.08	\$60,670.17	\$62,490.28	\$64,364.99	\$66,295.94	
	Level NC3	\$4,906.30	\$5,053.49	\$5,205.10	\$5,361.25	\$5,522.09	\$5,687.75	NC3	\$28.31	\$29.15	\$30.03	\$30.93	\$31.86	\$32.81	NC3	\$58,875.62	\$60,641.89	\$62,461.15	\$64,334.98	\$66,265.03	\$68,252.98	
	Level NC4	\$5,051.20	\$5,202.74	\$5,358.82	\$5,519.59	\$5,685.17	\$5,855.73	NC4	\$29.14	\$30.02	\$30.92	\$31.84	\$32.80	\$33.78	NC4	\$60,614.43	\$62,432.87	\$64,305.85	\$66,235.03	\$68,222.08	\$70,268.74	
	Level NC5	\$5,200.45	\$5,356.46	\$5,517.16	\$5,682.67	\$5,853.15	\$6,028.75	NC5	\$30.00	\$30.90	\$31.83	\$32.78	\$33.77	\$34.78	NC5	\$62,405.41	\$64,277.57	\$66,205.90	\$68,192.07	\$70,237.84	\$72,344.97	
	Level NC6	\$5,354.18	\$5,514.80	\$5,680.25	\$5,850.65	\$6,026.17	\$6,206.96	NC6	\$30.89	\$31.82	\$32.77	\$33.75	\$34.77	\$35.81	NC6	\$64,250.11	\$66,177.62	\$68,162.94	\$70,207.83	\$72,314.07	\$74,483.49	
Code Enforcement Officer/Animal Control; Community Service Officer		Level NC7	\$5,512.51	\$5,677.89	\$5,848.23	\$6,023.67	\$6,204.38	\$6,390.51	NC7	\$31.80	\$32.76	\$33.74	\$34.75	\$35.79	\$36.87	NC7	\$66,150.16	\$68,134.66	\$70,178.70	\$72,284.06	\$74,452.58	\$76,686.16
		Level NC8	\$5,675.60	\$5,845.87	\$6,021.24	\$6,201.88	\$6,387.94	\$6,579.58	NC8	\$32.74	\$33.73	\$34.74	\$35.78	\$36.85	\$37.96	NC8	\$68,107.20	\$70,150.42	\$72,254.93	\$74,422.58	\$76,655.26	\$78,954.92
		Level NC9	\$5,843.58	\$6,018.89	\$6,199.45	\$6,385.44	\$6,577.00	\$6,774.31	NC9	\$33.71	\$34.72	\$35.77	\$36.84	\$37.94	\$39.08	NC9	\$70,122.96	\$72,226.65	\$74,393.45	\$76,625.25	\$78,924.01	\$81,291.73
		Level NC10	\$6,016.60	\$6,197.10	\$6,383.01	\$6,574.50	\$6,771.74	\$6,974.89	NC10	\$34.71	\$35.75	\$36.83	\$37.93	\$39.07	\$40.24	NC10	\$72,199.19	\$74,365.17	\$76,596.12	\$78,894.01	\$81,260.83	\$83,698.65



City Council Agenda Bill

Meeting Date: January 18, 2022 **Agenda Item:** 7.c.

Agenda Item Title: Resolution 3068: Collective Bargaining Agreement with International Association of Firefighters Local 1537

Staff Contact(s): Emily Schuh

Approved for Submittal to Council by **Action Type**
Emily Schuh Resolution

Item Summary: The City is presenting a four-year collective bargaining agreement with International Association of Fire Fighters Local 1537.

Budget Impact:

City of Anacortes IAFF 1537

Salaries	Cumulative Costs	
	1st. Year	2nd Year
1/1/2022 5.0% Increase	\$ 114,770	\$ 114,770
1/1/2023 2.0% Increase		\$ 58,968
7/1/2023 2.0% Increase		\$ 48,750
1/1/2024 2.0% Increase		
7/1/2024 2.0% Increase		
1/1/2025 2-4.0% Increase, (ASSUMES 4.0% for costing)		
Longevity (new \$ only)	\$ 13,266	\$ 14,544
Education Incentive	\$ 14,759	\$ 15,356
Life Insurance	\$ 2,455	\$ 2,455
Holiday (12 hours)	\$ 10,560	\$ 10,824
Total Cumulative Costs	\$ 155,811	\$ 265,660

The cost of the 4 year wage agreement includes the cost of living adjustments

Previous Action:

Recommended Motion: I recommend adoption of Resolution 3068 establishing a collective bargaining agreement with the International Association of Fire Fighters Local 1537 for the calendars years 2022 - 2025.

Alternative Actions:

Attachments (listed in order presented):

1. Resolution 3068
2. 2022-2025 Anacortes Fire CBA FINAL
3. 2022-2025 Anacortes Fire CBA Comparison

RESOLUTION NO. 3068

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, authorizing the signature and execution of a Collective Bargaining Agreement between the City of Anacortes and the International Association of Fire Fighters Local No. 1537.

WHEREAS, the City of Anacortes ("the City") and the International Association of Fire Fighters Local No. 1537 ("the Union"), (collectively "the Parties") have a Collective Bargaining Agreement in place effective January 1, 2021 through December 31, 2021; and,

WHEREAS, the Parties entered into collective bargaining negotiations and reached an agreement to a successor Collective Bargaining Agreement,

NOW, THEREFORE BE IT RESOLVED by the Anacortes City Council that the Mayor and City Clerk be authorized and directed to execute the attached collective bargaining agreement effective January 1, 2022 through December 31, 2025 by and between the City of Anacortes and the International Association of Fire Fighters Local No. 1537.

The foregoing resolution was **ADOPTED** by the City Council of the City of Anacortes, Washington, at a regular, open public meeting thereof this 18th day of January, 2022.

PASSED AND APPROVED this 18th day of January 2022.

CITY OF ANACORTES:

By: _____
Matt Miller, Mayor

ATTEST:

Steve Hoglund, City Clerk Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney

AGREEMENT

By and Between

CITY OF ANACORTES, WASHINGTON

and

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL NO. 1537**

January 1, 2022 through December 31, 2025

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ARTICLE 1: AGREEMENT

- 1.1 This Agreement is entered into by the City of Anacortes, hereinafter referred to as the "City", and Local No. 1537, International Association of Fire Fighters, hereinafter referred to as the "Union", governing wages, hours and working conditions of employment of the members of the Anacortes Fire Department.

ARTICLE 2: PURPOSE

- 2.1 The purpose of this Agreement is to increase the general efficiency of the Fire Department and its personnel, to promote morale and protect the rights, well-being and the security of the Fire Department's permanent employees. To accomplish the foregoing, the parties hereto agree to the following Articles within this Agreement.

ARTICLE 3: RECOGNITION

- 3.1 The City recognizes the Union as the sole, exclusive bargaining agent for the purpose of establishing salaries, hours and working conditions for all full-time, uniformed employees of the Anacortes Fire Department excluding the Fire Chiefs and Secretary/Administrative Assistant.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.1 The Union recognizes the prerogatives of the City 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, and applicable law.
- 4.2 The City 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.
- 4.3 The parties understand and agree that the statements in employee's job descriptions are not an all-inclusive listing of their work requirements. Individuals may perform other duties as assigned including work in functional areas to cover absence or relief, to equalize peak work periods or otherwise to balance the workload in the Fire Department.
- 4.4 The City reserves the right to lay off personnel for lack of funds; or for the occurrence of conditions beyond control of the City. In the case of personnel reduction, the employee with the least seniority shall be laid off first. The City shall have the right to determine reasonable schedules of work and to establish methods or processes by which such work is performed in accordance with Article 21 of this Agreement.

ARTICLE 5: DUES CHECK OFF

- 5.1 Dues Processing. The Union will notify the City of its initiation fees and dues. Following receipt of written notice from the Union that it has received authorization for dues collection from an employee, the City will deduct such initial fees and Union dues from the wages of the employee, and forward them to the Union each pay period. Each pay period the City will submit the dues to the person and address provided by the Union.
- 5.2 Revocation. An employee may revoke their authorization for payroll deduction of payments to the Union by providing written notice to the Union, which will provide written notice to the City. Every effort will be made to end the deduction effective on the first payroll, but not later than the second payroll, after the City's receipt of written notice from the Union.
- 5.3 Indemnification. The Union will indemnify the City against any and all liability which may arise by reason of the deduction by the City of money for Union membership dues from employee's wages in accordance with employee authorizations furnished to it by the Union, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article.

ARTICLE 6: NON-DISCRIMINATION

- 6.1 Neither the Employer or the Union shall discriminate against any employee because of race, sex, age (over 40), religion, creed, color, national origin, pregnancy, marital status, sexual orientation, physical or mental disability, gender identification, status as an honorably discharged veteran, Union membership, Union activity, or any other characteristic protected by law. Claims brought pursuant to this Article shall be processed through the appropriate federal or state agency.

ARTICLE 7: BARGAINING RIGHTS

- 7.1 There shall be no unilateral changes in wages, hours, or working conditions.
- 7.2 Any changes in the aforementioned shall be made pursuant to the collective bargaining laws of the State of Washington as administered by the Public Employment Relations Commission.
- 7.3 This Article includes provisions of policies or standard operating procedures which affect wages, hours, and/or working conditions not otherwise addressed in this Agreement.

ARTICLE 8: UNION BULLETIN BOARDS

- 8.1 The City agrees to post a bulletin board for Union notices in a conspicuous place at each fire station.
- 8.2 The Union agrees to cooperate with the Employer to ensure materials posted are not of an offensive nature.

ARTICLE 9: CIVIL SERVICE STATUTES

- 9.1 Nothing contained in this Agreement shall prevent the City from proceeding in accordance with applicable Civil Service statutes, rules and regulations. All bargaining unit employees shall be subject to such statutes, rules and regulations.
- 9.2 Any changes in the Employer's Civil Service Rules and Regulations affecting Mandatory Subjects of Bargaining shall be made in accordance with RCW 41.56 or other applicable statutes.

ARTICLE 10: GRIEVANCE

- 10.1 Any disputes arising under this Agreement shall be settled in this Article provided that no employee shall avail themselves of this Article if appealing a dispute to the Civil Service Commission. Any bargaining unit member who is the subject of disciplinary action may complain to the Union 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 both.
- 10.2 Definitions.
 - 10.2.1 Grievance Defined. A grievance is defined as a dispute or claim of wrongful action involving the interpretation or application of terms of this Agreement raised by a grievant against the employer.
 - 10.2.2 Grievant Defined. A grievant may be an employee, group of employees or the Union who shall under the terms of this Agreement put forth, in writing, to the Employer a grievance.
 - 10.2.3 Union Defined. For the purposes of this Article, Union shall mean Union Representative, President, and/or Shop Steward.
 - 10.2.4 Business Day Defined. A calendar day exclusive of Saturday, Sunday, or official holiday.
- 10.3 General Provision. Grievances being heard through this procedure must have been submitted at Step 2 within fifteen (15) business days of the grievant becoming aware of the act or omission giving rise to the grievance, or within

fifteen (15) days of the date the grievant reasonably should have been aware of the act or omission.

10.4 Time Limits. Failure of either party to adhere to time limits shall result in the grievance being moved to the next step in the procedure. Time limits may be extended by mutual written agreement.

10.5 Grievance Steps.

10.5.1 Step 1. The grievant may attempt to settle the dispute or disagreement informally, orally or in writing at the lowest level possible. The grievant may request the presence of a Union representative.

10.5.2 Step 2. If the grievance is not settled in Step 1, the grievant shall submit the grievance in writing to the Fire Chief. Such written grievance shall clearly indicate the act or omission giving rise to the grievance, provisions, if any, of the Agreement violated, statements of fact, and remedy requested. The Fire Chief shall within ten (10) business days make written response. If the response is to deny the claim, it should contain justification including any disagreements with the Union's statements of fact.

10.5.3 Step 3. If the grievance is not settled in Step 2, the grievant may submit the grievance within ten (10) business days to the Mayor who shall within ten (10) business days render a decision.

10.5.4 Step 4. If the grievance is not settled at this point, by mutual agreement the Parties may request the services of a mediator prior to implementing Step 5. Timelines in the Step procedures shall be modified to allow the mediation process.

10.5.5 Step 5. If the grievance is not settled in Step 3 or 4, the grievant may submit the grievance to arbitration. The union shall within fifteen (15) business days of receipt of the Mayor's decision notify the employer in writing of intent to arbitrate.

10.5.6 Arbitration. Within ten (10) business days of notification of intent to arbitrate the Union president or designee and the Mayor or designee shall meet and choose an arbiter to hear the grievance.

- (a) If the parties cannot agree upon an arbiter within the said ten (10) days, a list of nine (9) arbiters shall be requested from the American Arbitration Association. Upon receipt of the list of requested arbiters, the parties shall meet within twenty (20) business days to alternately strike names from the provided list. The parties shall flip a coin to determine who will strike the first name. Should the Employer refuse to strike within the twenty (20) day period, the Union may choose the arbiter from a list provided.

Should the Union refuse to strike within the twenty (20) day period, the grievance shall be deemed to have been abandoned.

- (b) The fees and expenses of the arbiter shall be divided equally between the Employer and Union. Each party shall compensate its own representative and witnesses.
- (c) The arbiter shall have no authority to amend, modify or change in any way this Agreement.
- (d) The decision of the arbiter shall be final and binding upon all parties.

ARTICLE 11: EMPLOYEE CLASSIFICATIONS, PROMOTIONS, FIRE OFFICER TRAINING & VACANCIES

11.1 Employee Classifications.

- Firefighter/EMT
- Firefighter/Paramedic
- Lieutenant/EMT
- Lieutenant/Paramedic
- Captain/EMT
- Captain/Paramedic

11.2 Promotional Exams and Lists.

- 11.2.1 All promotions within the bargaining unit shall be by competitive examination, shall be impartial and shall relate to those matters which test the candidate's ability to perform the tasks listed in the job description for the position.
- 11.2.2 In preparation for the creation of each examination, the City shall inform the Union of any meetings relating to the promotional process. A Union representative may, at their option, attend and participate in the meeting or meetings, to discuss exam content, date, place and time of exam; and details regarding how the exam(s) will be scored. Such representatives shall not participate in the examination. Announcements for promotional examinations and resource materials for the examinations shall be posted at each Fire Station sixty (60) days prior to the closing date for application. Applications received after the closing date will not be considered.

- 11.2.3 All applicants will be notified of their final score and relative standing on the promotional list the next business day following an official Civil Service Commission meeting. An unofficial test score of each candidate shall be presented no later than thirty (30) days after testing. Promotions shall be made according to the employee's relative standing on the promotional list, with the employees at the top of the list being given first opportunity to accept the promotion.
- 11.2.4 Promotional lists shall be maintained for twenty-four (24) months. Should all candidates on the promotional list be promoted, the Employer shall establish a new list.
- 11.3 Requirements to Test for Promotion.
- 11.3.1 To test for Lieutenant:
- (a) Three years of full-time regular employment with the Anacortes Fire Department. Prior experience in a full-time position delivering fire protection and emergency medical services can substitute six (6) months credit for every year of employment provided that Anacortes probationary requirements are satisfied.
 - (b) IFSAC Fire Officer I, IFSAC Fire Instructor I, Fire Inspector I (ICC or IFSAC), and currently adopted ICS certifications are required prior to successful completion of the lieutenant probationary period.
- 11.3.2 To test for Captain:
- (a) Two years as an AFD Lieutenant.
 - (b) Lieutenants shall be required to obtain the certifications of NFA Incident Safety Officer, WSP Hazardous Materials On-Scene Incident Commander, and IFSAC Fire Officer 2 prior to participating in the captain promotional exam.
- 11.3.3 With Department approval, candidates may substitute an equivalent certification for those identified above.
- 11.3.4 All certifications required for promotional testing must be maintained by officers following promotion to rank. The City will provide any continuing education necessary for maintaining required certifications.
- 11.4 Vacancies. When the City determines a temporary vacancy exists in a promotional position; said vacancy shall be filled within a reasonable amount of time. Temporary appointments will first be offered to those employees on a current eligibility list. The appointment will be offered in relation to their standing

on the list. In the event there is not a current eligibility list, the vacancy shall be temporarily appointed by the Chief.

- 11.5 Promotional Probation. Upon promotion, an employee shall be subject to a one (1) year probation period. During this period said employees shall receive regular evaluations by the employee's immediate supervisor. In the event that the employee fails to pass their probationary period, the employee shall return to their previous position without loss of seniority and with the wages and benefits of that previous position.
- 11.6 Fire Officer Training. Existing Officers and those on a current promotional eligibility list may attend fire officer development training in an overtime status while off duty. This may include core curriculums for Fire Officers as described by NFPA and/or IFSAC, as well as other workshops, presentations, courses, or classes approved by the department.

ARTICLE 12: WORKING OUT OF CLASSIFICATION

12.1 Lieutenant Vacancies.

12.1.1 When an employee is assigned as an upgrade lieutenant, the employee shall be paid the equivalent of the first step annual lieutenant rate divided by the annual scheduled hours of work.

12.1.2 Employees will be assigned in the following order:

- (a) Highest ranking employee from the current promotional list.
- (b) Employees by seniority who have successfully achieved the Department's upgrade requirements, successful completion of probationary period, and two (2) years full-time experience with Anacortes fire. Prior experience may be substituted per the promotional standards.
- (c) Employees deemed otherwise qualified by the Fire Chief.

12.2 Captain Vacancies. Lieutenants will upgrade to the captain position at Station 1 for any vacancy exceeding four (4) hours and will be compensated at the first step captain rate of pay for all the hours worked in that position. Lieutenants will be assigned to upgrade based on their captain promotional eligibility list ranking. Non-probationary lieutenants will upgrade by seniority in grade if no one is on duty from the promotional list.

12.3 Chief Officer Vacancy. In order to provide Duty Chief coverage in the absence of regularly promoted chief officers, captains and non-probationary lieutenants may voluntarily upgrade to Acting Battalion Chief. The Acting Battalion Chief assignment will be utilized only to supplement department emergency responses, not for non-emergent operational management.

12.3.1 Eligibility.

- (a) A two-tiered running list of eligible employees will be established and ranked by number of hours served as Acting Battalion Chief for the calendar year. The first tier will consist of promoted Captains and the second tier will consist of non-probationary Lieutenants. When a vacancy is created, it will be filled by the captain who is highest on the first-tier list. If no captain fills the vacancy, it will be filled by the lieutenant who is highest on the second-tier list.
- (b) When on Acting Battalion Chief status, the employee must remain within twenty (20) minutes response time of AFD St. 29-1. Response guidelines and take-home vehicle assignments will be set forth in department policy.

12.3.2 Compensation. Employees will receive two (2) hours of callback for accepting the Acting Battalion Chief assignment for each period of twelve (12) hours or less. If paged to respond, employees will receive callback in accordance with Article 22.

ARTICLE 13: VACATION

13.1 All bargaining unit employees shall be granted vacation after years of employment as follows:

Service Period	Vacation Accrual
First Calendar Year through 4	12 hours per month
Calendar Years 5 through 9	18 hours per month
Calendar Years 10 and over	25 hours per month

13.2 Employees on leave without pay status will not accrue vacation.

13.3 The maximum allowable accumulation of vacation shall not exceed three hundred (300) hours. Any vacation earned and not taken in excess of the maximum shall be forfeited. The City shall approve vacation and Kelly day requests for the calendar year based on seniority of employment, provided vacation requests are submitted prior to December 15th of the previous year. Requests submitted after December 15th will be allocated on a first-come, first-served basis. Vacation requests shall be approved by the Fire Chief or designee based upon the efficient operation of the Anacortes Fire Department. The City shall waive the maximum carry-over restrictions if the employee is required to cancel scheduled vacation due to requirements of the City.

13.4 Each employee shall be allowed a maximum of seventy-two (72) hours per year where an overtime impact may be created by taking vacation while another employee is on military leave, vacation, or Kelly day.

- 13.5 If any members of the bargaining unit are military reservists or members of the National Guard, vacation and Kelly day picks shall be conducted in accordance with Article 18 instead of this Agreement.
- 13.6 Vacation Buyout. Employees may elect to have their accrued vacation balance that exceeds one hundred sixty (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 14: BEREAVEMENT LEAVE

- 14.1 Bereavement leave is paid time away from work taken for reasons related to the death of a close relative. Bereavement leave use is limited to the six (6) months following the close relative's death. A close relative shall be defined as an employee's spouse, son, daughter, father, mother, sister, brother, grandparent, or grandchild. The employee's spouse's mother, father, sister, brother, grandparent, or grandchildren are also included.
- 14.2 24-Hour Shift Employees. In the event of the death of a close relative of a bargaining unit employee, such employee shall be granted, without loss of pay, forty-eight (48) hours off. If the employee will travel more than two hundred (200) miles from their home for reasons related to the death of a close relative, the employee shall be granted seventy-two (72) hours off without loss of pay.
- 14.3 12-Hour Shift Employees. In the event of the death of a close relative of a bargaining unit employee, such employee shall be granted, without loss of pay, thirty-six (36) hours off. If the employee will travel more than two hundred (200) miles from their home for reasons related to the death of a close relative, the employee shall be granted forty-eight (48) hours off without loss of pay.

ARTICLE 15: SICK LEAVE

- 15.1 Regular full-time bargaining unit employees shall accrue sick leave at their regular straight-time rate of pay at the rate of twelve (12) hours of leave for each calendar month of continuous service to a maximum of one thousand four hundred forty (1,440) hours accumulation.
- 15.2 Sick Leave Buyout. Upon retirement, each bargaining unit employee shall receive twenty-five percent (25%) of their accrued sick leave balance.
- 15.3 With the exception of the above, sick leave is intended for actual illness or injury to an employee or dependent child or for care for a spouse, parent, parent-in-law, or grandparent who has a serious health condition or emergency condition. If there is reasonable suspicion of an employee abusing sick leave benefits, the City may require verification of an illness/injury from the employee's physician. The Union does not condone abuse of sick leave. Should a concern over perceived sick leave abuse arise, the Union and the Employer agree to meet and confer on the problem and solution.

ARTICLE 16: VOLUNTARY PHYSICAL FITNESS PROGRAM & SICK LEAVE BUY BACK

- 16.1 The City and the Union recognize that a physically fit workforce can reduce illness and injuries requiring the use of sick leave. A sick leave buyback provides incentive to reduce the use of sick leave.
- 16.2 The City and Union agree to utilize the US Navy's physical readiness test (<https://www.navy-prt.com/>) as the basis for determining standards and criteria for the physical fitness incentive. It is understood that the military's 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 two opportunities each year (once in the Spring and once in the Fall) to perform the test on their assigned shift. Employees will be provided a sixty (60) day advance notice of the testing dates.
- 16.3 The results from each event are assigned a point value based on the employee's age, gender and the amount of repetitions or time elapsed for each event. A minimum score of fifty (50) points is required in each of the three (3) events in order to qualify for the physical fitness incentive.
- 16.4 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 two hundred twenty (220) points on the test every year for ten (10) years would have the ability to have twenty percent (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 15). Note: Sick leave buyout shall not exceed one hundred percent (100%) when combining the sick leave buyback provision and the physical fitness incentive.
- 16.5 Physical Fitness Score.

16.6

Cumulative Score	Test Score by Percent	Sick Leave Percentage Buyback at Retirement
180	60	1
210	70	2
240	80	3

ARTICLE 17: LIGHT DUTY

- 17.1 Light duty 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 there is work available and suitable. Management retains the ability to require employees who are sick, injured, or disabled and who have been released by their physician to work light duty. Priority will be given to employees who are injured on the job. Employees on light duty are scheduled to work forty (40) hours per week during administrative hours and their wage will be determined by their annual base salary divided by two thousand eighty (2080).
- 17.2 Employees working light duty shall perform work, as assigned by the Chief, which is non-combat work consistent with the type normally performed by the bargaining unit. Non-combat work shall be considered that which the attending physician has not restricted the Employee from performing.
- 17.3 During the light duty schedule, Employees shall continue to accrue leave according to their regular shift.
- 17.4 The duration of light duty assignments shall not exceed six (6) months, except that the Fire Chief may authorize an extension based on a physician's written prognosis to return to full duty within a reasonable time period.

ARTICLE 18: OTHER LEAVES

- 18.1 Military Leave. The City and the Union comply with all applicable Federal and State regulations pertaining to Military leave for public employees. These regulations include, but are not limited to, USSERA and RCW 40.060.
- 18.1.1 Primary Picks. The seniority-based vacation and Kelly day request deadline is September 15th. Accordingly, the period available for seniority-based requests is October 1st through September 30th to coincide with the military calendar. Known military leave will be scheduled following the initial vacation and Kelly day choices. The City agrees to cover prescheduled military leave days with overtime as necessary.
- 18.1.2 Secondary Picks. Following the September 15th deadline, additional military leave will be approved in a manner similar to secondary vacation requests. Military leave will take precedence over vacation requests that are not yet approved. Employees who request vacation over a military leave day would be subject to deduction from the employee's bank of allotted overtime generated from vacation taken.
- 18.1.3 Military employees are to provide notification of scheduled drills, annual training, and activations as soon as is practical and are encouraged to consider utilizing shift trades, vacation, and Kelly day scheduling to minimize the impact of military absences.
- 18.2 Jury/Witness Leave. If an employee serves on jury duty or is required to attend court as a witness while on duty, their regular salary will be continued for the length of actual court attendance. Any compensation, excluding travel or meal allowance, received by employees as a result of their jury duty shall be turned in to the City. An employee assigned to jury duty on their regular assigned shift, once relieved from actual jury duty, shall report back to work to complete the remainder of their regular shift.
- 18.3 Shift Trades. Employees may initiate shift trades which must be pre-approved by the Fire Chief or designee.
- 18.4 Short-Term Disability.
- 18.4.1 Any employee who has been injured or become ill off the job may choose to use their personal Short-Term Disability (STD) plan which is through the Washington State Council of Firefighters (WSCFF).
- 18.4.2 Any employee covered by the WSCFF Short-Term Disability plan may use one hundred percent (100%) of their accrued sick leave, and must return to the City all funds received from the STD program for the purpose of buying back their paid sick leave.

- 18.4.3 Any employee who uses this buyback option shall return their disability payment to the employer, with no choice or individual elections to do so from the employee.
- 18.4.4 The buy-back of accrued benefits being used will be calculated at a total cost of hourly compensation (TCC) rate determined for each employee by the City's Finance and/or Human Resources Department.

ARTICLE 19: UNION LEAVE

19.1 Union Leave Accrual.

- 19.1.1 For each Local 1537 union member, one hour of vacation will be transferred to their union leave bank each month until fourteen (14) hours have accrued. After fourteen (14) hours have accrued, the one hour will be redirected to the member's vacation balance. When the union leave balance falls below 14 hours the union leave accrual resumes.
- 19.1.2 The Union Leave bank is visible on the pay stub and designated as Union Leave. The establishment of a Union Leave Bank was to ensure that all IAFF union members equally contribute time to a bank which is to be utilized to provide compensation for Union members who are conducting union business.

19.2 Union leave cannot be used before it is accrued.

19.3 Union leave requests shall be scheduled following the same protocol as vacation scheduling. Union leave must be approved by the Union president and the Fire Chief or designee. The Union leave must be taken within thirty (30) days of the Union business conducted.

- 19.3.1 On receipt of the timesheet including Union leave, payroll will deduct from each member's Union leave bank an equal proportional share of the total leave hours requested, unless a member does not have sufficient hours in their bank.

19.4 Upon termination or retirement, Union members are eligible for pay out of their Union Leave balance, following the same guidelines as vacation is paid out. The maximum "buyout" of vacation and union leave will not exceed the maximum allowed for vacation per the personnel policies and/or the bargaining agreement. Employees are not able to access Union leave, except as approved by the Union President and the Fire Chief or designee following the guidelines established here, or upon termination or retirement. For example, if an employee utilizes all of their accrued vacation or sick leave, they would not be able to access their union leave balance.

ARTICLE 20: HOLIDAY PAY

- 20.1 The City shall compensate each employee one hundred seventy-two (172) hours of pay in lieu of holidays. The payment will be paid in the last pay period in October as compensation for the holidays that occur within that year. Holiday pay is paid at straight time.
- 20.2 Holiday pay will be prorated for employees who work a partial year. For example, an employee who works fifty percent (50%) of the year will receive fifty percent (50%) of the holiday pay.

ARTICLE 21: WORKWEEK

- 21.1 24-Hour Shift Employees. The FLSA cycle begins on December 29, 2017.
- 21.1.1 The shift schedule for fire suppression personnel shall consist of eight (8) twenty-four (24) hour shifts in each twenty-four (24) day FLSA cycle.
- 21.1.2 Administration of Kelly Days.
- (a) Employees select Kelly Days by seniority based on date of hire with annual first-round vacation picks. There are fifteen (15) full FLSA cycles each year. Hours are reduced by employees selecting one of their fifteen (15) Kelly Days (24 hours each) within each FLSA cycle. Only one (1) employee may schedule a Kelly Day on any given day unless there are more employees on a shift than the number of shifts in the FLSA cycle, in which case two (2) employees will be allowed to take the same Kelly Day to the minimum extent required to ensure all employees have a Kelly Day in each FLSA cycle.
 - (b) The Chief or designee shall approve Kelly Days based on seniority.
 - (c) Kelly Days shall be scheduled so as to minimize the Department's overtime costs to the greatest extent possible. Kelly Days shall not be re-scheduled because of sickness or injury.
 - (d) Kelly Days may be traded between employees within the same FLSA cycle provided that the trade meets all applicable shift trade criteria and does not result in a monetary impact to the City.
- 21.1.3 A 48/96 schedule requires fire fighters to work a standard work week that averages fifty-six (56) hours per week. A twenty-four (24) day FLSA cycle is adopted with the implementation of a 48/96 schedule since each rotation takes six (6) days to complete. There are fifteen and two tenths (15.2) FLSA cycles each year. In each FLSA cycle, 193 work hours are scheduled which includes four (4), fifteen (15) minute

shift briefings at shift change. This results in two thousand nine hundred thirty-five and two tenths (2935.2) annual scheduled work hours that are reduced by three hundred sixty (360) Kelly Day hours (15 Kelly Days), for two thousand five hundred seventy-five and two tenths (2575.2) annual work hours scheduled.

21.1.4 The parties acknowledge that work schedule computations are complex and create fractions of shifts and inconsistencies with respect to actual hours worked and the amount of time off earned by each employee; therefore, fractions of shifts will be rounded to the nearest twenty-four (24) hour shift in determining the work schedule which most clearly approximates the defined work week, averaged annually.

21.1.5 Holiday Shift Trade. In the event that a shift is scheduled to work both December 24th and December 25th of the same year, the shift assigned to work on December 24th will trade days with the shift assigned to work on December 23rd. In the event that December 24th happens to be the start of a new FLSA cycle then the shift assigned to work on December 25th will trade days with the shift assigned to work on December 26th.

21.1.6 Maximum Consecutive Hours Worked. Staff are limited to working no more than 72 consecutive hours within an eighty-four (84) hour period as a result of overtime, force hire, schedule, or trades. A mandatory minimum of twelve (12) consecutive hours off from all emergency response duties is required. However, management retains the ability to exceed this limit in emergent situations or to accommodate training which both the employee and the Fire Chief agree can be conducted safely.

21.2 12-Hour Shift Employees.

21.2.1 As of 2018, the twelve (12) hour shift is not in use. If the twelve (12) hour shift schedule is reinstated, twenty-four (24) hour shift employees will not be assigned.

21.2.2 The shift schedule for twelve (12) hour shift employees shall consist of sixteen (16) twelve (12) hour shifts in each twenty-eight (28) day FLSA cycle beginning April 23, 2007.

21.2.3 This schedule requires twelve (12) hour shift employees to work an average of forty-eight (48) hours per week. This is computed as follows:

365 Days a Year / by 28 day FLSA cycle = 13.036 Cycles per Year
13.036 Cycles per year X 16 work shifts per cycle = 208.58 shifts
per Year

208.58 shifts per year x 12 hours per shift = 2502.96 hours per year
2502.96 Hours per year / 52.14 Weeks per Year = 48 Hours per
Week

- 21.2.4 The shift rotation for D shift is Sunday thru Wednesday. The D shift schedule will include a rotation where the employee will work every third Saturday, and be off every fourth Sunday. The shift rotation for E shift is Wednesday thru Saturday. The E shift schedule will include a rotation where the employee will work every third Sunday, and be off every fourth Saturday. Every Wednesday both D and E shift will be scheduled to work.

ARTICLE 22: CALLBACK

- 22.1 Callback worked in responding to any emergency situation shall be paid at callback rate. This is calculated by taking the annual base salary and dividing it by two thousand eighty (2,080) hours and multiplying by one and one-half (1.5).
- 22.2 When an employee is called back to work for an emergency situation, the employee shall be paid two (2) hours or the actual time worked rounded to the next hour if greater than two (2) hours at the callback rate except as provided for in section d.
- 22.3 An emergency situation shall be defined as response to alarms or an operational need resulting in less than one (1) hour notice. This provision does not apply to staffing needs, such as backfill for employees on sick leave. If an employee is held over from their assigned shift in a crucial situation, the employee shall be paid one (1) hour or the actual time worked rounded to the next hour if greater than one (1) hour at the callback rate.
- 22.4 If an employee is released from the callback or emergency situation, and then accepts another callback within two (2) hours from the initial dispatch time of the first call, the employee shall be paid a minimum of one (1) hour.
- 22.5 Callback (Standbys) will be requested when there are no fully-staffed ALS units available. Bargaining unit members may voluntarily respond for callback if they are within ten (10) minute drive time to the Main Fire Station.

ARTICLE 23: OVERTIME, EXTRA SHIFT AND COURT APPEARANCES

- 23.1 24-Hour Shift Overtime. All overtime assigned shall be paid in thirty (30) minute increments. The overtime rate shall be established by taking the annual hours (2575.2) and dividing it into the annual base salary and multiplying the rate by 1.5.
- 23.2 12-Hour Shift Overtime. All overtime assigned shall be paid in thirty (30) minute increments. The overtime rate shall be established by taking the annual hours

(2503) and dividing it into the annual base salary and multiplying the rate by one and one-half (1.5).

- 23.3 Force Hire. If a vacancy exists that is not filled voluntarily, force hire will be administered. After a reasonable amount of time has passed for voluntary signups, eligible employees will be contacted in order from the top to bottom on the revolving Force Hire list. Once assigned to a force hire slot, the employee's name will be moved to the bottom of the next number category and their force hire date changed. Employees who are newly eligible for force hire will be placed at the top of the first number category which contains at least three names. Employees who are on Kelly Day, vacation, or trade will be bumped to the bottom of the list while in that status.

Station One	Minimum of one Upgrade Captain
Station Two	Minimum of one Upgrade Lieutenant
Station Three	Minimum of one Upgrade Lieutenant
Qualifications	Each station will have two bargaining unit members. One employee must be a paramedic.

- 23.4 Extra Shift. Employees who are required to work extra shifts due to vacations, sickness, or other types of leave granted by the City, shall be paid at the overtime rate as defined in this article.
- 23.5 Court Appearances. Any bargaining unit employee who, as a result of their fire department duties, is required to appear before a court or other judicial body as a witness, shall be allowed an authorized leave with pay. Reimbursement from the court for services provided (other than mileage reimbursement) are to be remitted to the City. If the employee is off duty when serving as a witness, the employee shall be paid the applicable overtime rate.

ARTICLE 24: UNION ACTIVITIES

- 24.1 The City agrees that during working hours, on the City's premises, and without loss of pay, Union officials and elected representatives shall be allowed reasonable time to attend negotiating sessions with the City and to transmit communications as authorized by the Union to the City and other Union members.
- 24.2 The City agrees to allow time off with pay for employees who are elected Union representatives and who are conducting business vital to the Union members, provided prior approval from the Fire Chief or the Chief's designee has been given and minimum staffing levels are maintained, so as not to incur a vacancy requiring overtime staffing. The maximum allowable leave under this section shall be a total of one hundred forty-four (144) hours per year for all union officers.

- 24.3 For the purpose of this Article, the Union agrees to forward to the City a list of the elected Union representatives and their term.

ARTICLE 25: LONGEVITY

- 25.1 Each bargaining unit employee shall be paid longevity compensation according to the table below. Longevity pay shall be included in the regular rate of pay for the purposes of computing overtime pay.

Completed Months of Service	Percentage of Top Step FF Wage
96	1%
120	1.5%
180	1.75%
240	2%

ARTICLE 26: UNIFORMS AND PROTECTIVE CLOTHING

- 26.1 As a condition of employment, the City agrees to provide protective clothing as required and to provide any other uniform or clothing required by the City to be worn while on duty and to replace any part of the required clothing as the need arises. The City acknowledges the provisions of WAC 296-305 pertaining to uniforms and protective clothing. The City will provide cleaning service for class A uniforms worn during department authorized functions.

ARTICLE 27: DEFERRED COMPENSATION

- 27.1 The City agrees to match each participating member's deferred compensation contribution up to 3.0% of the top step firefighter wages per pay period.
- 27.2 The City will make the contribution directly into the employee's deferred compensation account.
- 27.3 For an employee to receive the maximum annual City contribution, the employee must contribute at least the amount referenced above in each pay period.

ARTICLE 28: HEALTH AND WELFARE INSURANCE

- 28.1 Medical Insurance Plans. For the 2022-2025 calendar years, the City will provide employees with the following plans: Regence Healthfirst High Deductible Health Plan, Kaiser Permanente High Deductible Health Plan, Regence Healthfirst \$250 plan, or Kaiser Permanente Access PPO, all as offered through the Association of Washington Cities Benefit Trust.

28.2 Premiums.

- 28.2.1 For employees choosing the HealthFirst \$250 deductible plan, the City will pay one hundred percent (100%) of the premiums for the employee and 90% of the premiums for dependents.
- 28.2.2 For employees choosing the Kaiser Permanente PPO \$250 deductible plan, the City will pay one hundred percent (100%) of the premiums for the employee and ninety percent (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 Healthfirst \$250 plan to be paid on each pay period.
- 28.2.3 The City will pay one hundred percent (100%) of the premium costs of medical insurance for employees and their dependents who select a High Deductible Health Plan.
 - (a) For employees enrolled on a High Deductible Health Plan, the City will contribute fifty percent (50%) of the premium cost savings between the High Deductible Plan and the Healthfirst \$250 plan to be contributed into the employee's HSA on each pay period.
 - (b) 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 forty (40) hours. The IRS determines the inflation adjusted HSA contribution maximum.
- 28.2.4 For employees enrolled on Dual Insurance, the employee will receive an incentive equivalent to fifty percent (50%) of the lowest cost \$250 deductible premiums that the City would otherwise contribute to health insure the dependents.
- 28.3 Other insurance Benefits. For the term of this Agreement only, the Employer agrees to pay the premiums for Dental Plan E, Orthodontia Plan IV, and \$10 copay Vision plans offered by the Employer.
- 28.4 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 co-pays, deductibles and plan administration procedures. The City shall give the Union notice of the proposed changes at least sixty (60) days before the effective date, or as much time as is reasonably practicable, and an opportunity for input before the changes are finalized and to bargain any impact.
- 28.5 Medical Expense Reimbursement Plan. The City shall make monthly deductions of \$200.00 on a pre-tax basis from the base salary for each employee's participation in the Washington State Council of Firefighters Employee Benefit

Trust. Through payroll deduction the funds will directly transfer to the Benefit Trust at no cost to the City of Anacortes or the IAFF. The trust is an established Medical Expense Reimbursement Plan following IRS guidelines. The Trust shall remain separate and apart from any City health insurance funding program unless changed by mutual agreement of the parties to this agreement. The monthly contribution rate of \$200.00 per employee shall be split in half and deducted from each employee's paycheck on a pre-tax basis. The Union shall have the option to adjust the contribution rate on January 1st of each year and shall notify the City of Anacortes of the change thirty (30) days prior to the change.

- 28.6 Life Insurance. The City will provide a \$75,000 group life insurance policy for each employee with the beneficiary designated by the employee

ARTICLE 29: WORK CONTINUATION

- 29.1 The City and the Union agree that the public interest requires efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slow-down, 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 Union agrees to take appropriate steps to end such interference. Any concerted action by any bargaining unit members shall be deemed a work stoppage if any of the above activities have occurred. Notwithstanding the provisions of RCW 41.56.450, et. seq., bargaining unit employees shall have access to binding interest arbitration.

ARTICLE 30: CONTRACTING OUT

- 30.1 The City agrees to abide by the rules established by the Public Employment Relations Commission if a decision is made to consider the contracting out of services presently provided by bargaining unit members who are represented by the International Association of Fire Fighters Local 1537 and covered by the Collective Bargaining Agreement with the City of Anacortes

ARTICLE 31: SAVING CLAUSE

- 31.1 If any provisions of this Agreement or the application of such provisions should be declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 32: COMPENSATION

- 32.1 Step Progression. 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 receive a performance appraisal prior to advancing to the next proficiency level:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter	Hiring rate	After 12 months	After 2 years service	After 3 years service	After 4 years service
Lieutenant	Probationary Wage (6% above top step firefighter)	After 12 months	After 2 years service		
Paramedic Premium (10%)					
Captain	Probationary Wage (3% above top step lieutenant)	After 12 months	After 2 years service		

32.2 Wage Increases.

January 1, 2022	5.0%
January 1, 2023	2.0%
July 1, 2023	2.0%
January 1, 2024	2.0%
July 1, 2024	2.0%
January 1, 2025	100% of the Seattle-Tacoma-Bellevue CPI-W (June 2023-June 2024), with a minimum of 2.0% and a maximum of 4.0%

32.3 Education Premium. Employees who have earned an AA degree in Fire Command Administration, Fire Science, Fire Service Administration, EMS emergency service, or a BA/BS degree in any discipline, from an accredited institution of higher education will receive premium pay at a rate of two percent (2.0%) of the Top Step Firefighter wage rate. Education incentive shall be included in the regular rate of pay for the purposes of computing overtime pay.

32.4 OTEP Training. OTEP and continuing education training is required by the Skagit County MPD in order to maintain EMT and Paramedic certifications. It is incumbent on the employee to complete these requirements while on duty

whenever possible. Any required training which is not available while an employee is on duty shall be compensated at the employee's regular overtime rate of pay.

ARTICLE 33: TOBACCO USE

- 33.1 The City complies with all applicable federal, state, and local regulations regarding smoking 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.
- 33.2 Smoking is prohibited inside all City facilities, including City-owned buildings, vehicles, and offices or other facilities rented or leased by the City, including individual employee offices. The smoking 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 34: LABOR MANAGEMENT COMMITTEE

- 34.1 There shall be a Fire Department Labor - Management Committee consisting of three (3) Union representatives appointed by the Union and three Management representatives appointed by the Employer. The committee shall meet on request of either party to discuss all matters of mutual concern. Matters considered to be Mandatory Subjects of Bargaining may only be amended or modified through the appropriate Collective Bargaining Process.

ARTICLE 35: DISCIPLINE

- 35.1 Employees may be disciplined or discharged with just cause. Discipline should be applied at progressive and escalating levels to allow the employee proper notice of misconduct and an opportunity to improve performance. The level or degree of discipline imposed shall be appropriately based on the employee's prior record of service, length of service, severity of offense and prior record of discipline.
- 35.2 Disciplinary action or measures may include the following:
- oral reprimand
 - written reprimand

- suspension
- reduction in rank
- discharge

Additional forms of discipline may be used if mutually agreeable to the Employer and the Union. Counseling is not considered to be discipline.

- 35.3 Prior to the imposition of any discipline other than an oral or written reprimand the Employer shall hold a pre-disciplinary hearing. Employees and the Union shall be provided with a copy of the alleged violation(s) that are being considered as a basis for potential discipline, and copies of all documents upon which the proposed discipline is based, at least four (4) business days prior to the pre-disciplinary hearing. At the pre-disciplinary hearing the employee will be given an opportunity to present their side of the issue.
- 35.4 Employees have the right to a union representative and union legal representative present during interviews or meetings where they believe that discipline or termination may result.
- 35.5 The Employer may place employees on paid administrative leave during disciplinary investigations if the employer in good faith believes that doing so will enhance the operational efficiency of the Fire Department and/or be of assistance to the investigation while the investigation is ongoing. Employees on paid administrative leave must remain available during their normal hours of work. Paid administrative leave is not discipline and is not subject to the grievance procedure.
- 35.6 The employee shall have the right to inspect the full contents of their personnel file. No documents related to performance or discipline will be placed in an employee's personnel file without the employee having received a copy. The Union will be provided with a copy of disciplinary documents issued to employees promptly following issuance of the discipline. All disciplinary actions may be challenged under the grievance procedure herein. The employee may be required to sign any disciplinary action but only for the purpose of acknowledging that they have read the contents of the document.
- 35.7 Record Retention.
- 35.7.1 Oral and/or written reprimands will be removed from an employee's personnel file after three (3) years from the date said action was finalized unless the employee receives another reprimand (or more serious discipline) during the initial three (3) year period referred to above, in which case the earlier reprimand will be retained in the personnel file for an additional one hundred eighty (180) days from the date of the latest reprimand or more serious discipline. (Meaning a

reprimand will remain in a personnel file for a maximum length of 3 years and 180 days.)

35.7.2 Reprimands that have been expunged pursuant to (g) may not be used in consideration of future discipline. Such records may be retained by the City outside of the employee's personnel file if the City deems it necessary to respond to potential litigation or comply with legal requirements.

35.7.3 Records of demotion or suspension are permanently retained in an employee's personnel file unless the demotion occurred as a result of the employees' failure to meet initial probationary standards following promotion, rather than as a result of a serious and specific disciplinary action. If an employee is demoted for failure to meet probationary standards, records of that demotion shall be expunged pursuant to the same rules as for a reprimand.

35.8 It is the Employer's sole determination as to whether or not an employee suspended without pay may be allowed to forfeit accrued vacation or compensatory time off in lieu of the suspension of pay.

ARTICLE 36: FITNESS/WELLNESS

36.1 Physical fitness in one of the department's priorities; however, operational readiness, training, fire inspection/prevention, hydrant inspection, and other activities assigned by the Chief take precedence. Physical fitness activities are allowed for a maximum of 1 hour per person, per shift which includes dress-down, workout, and clean-up activities. The shift officer is tasked with scheduling the physical fitness period in coordination with the department's activities and the other station officer's activities to ensure the most efficient operation of the department.

36.2 Structured work time occurs between 0800 and 1730.

36.3 A joint labor/management wellness committee shall be formed to develop, implement, and supervise a jointly approved wellness/fitness program. The committee shall use the components and resources of the IAFF/IAFC Joint Labor Management Wellness/Fitness Initiative as a guideline and the published WSCFF Healthy In/Healthy Out guidelines. The committee shall consist of up to two (2) management representatives appointed by the Chief, and two (2) representatives appointed by the Union. The City shall pay for the training and certification of no less than three PEER fitness trainers prior to the end of 2023.

ARTICLE 37: FIRE INSPECTION CERTIFICATION

37.1 Employees who maintain ICC, IFSAC or other department approved certification for fire inspections are eligible to receive a \$60.00 monthly premium. The City will provide initial and ongoing training for fire inspector certifications.

ARTICLE 38: RESPIRATORY STANDARDS MEDICAL PROCEDURES

- 38.1 The City will determine which Occupational Physician will perform the required examinations and pay for the full cost of the visits. The City agrees to accept input from the Union on the selection of the examiner.
- 38.2 In the case where the City-chosen examiner has determined that the employee is not fit for duty, the employee at their expense may seek a second opinion from their personal physician. In the case of two (2) conflicting opinions, the City and union will select a third (3rd) examiner for a final decision on the matter. The City shall bear the cost of the third examiner.

ARTICLE 39: EMERGENCY MOBILIZATION

- 39.1 Any employee working during an emergency mobilization for which the City will be reimbursed by the State or Federal Government or any other outside agency or agencies shall be compensated per Article 23 for the time worked during the mobilization. Employees who are required to participate in such a mobilization shall be paid from the time of departure from the Anacortes Fire Department up until the Employee(s) return from the mobilization and arrival back at the Anacortes Fire Department and are released from duty. Employees who volunteer to participate in an emergency mobilization will be compensated in accordance with the Washington State Fire Services Resource Mobilization Plan.

ARTICLE 40: DRUGS, ALCOHOL, & NARCOTICS

- 40.1 The City of Anacortes and IAFF 1537 are dedicated to providing safe and dependable services to our community. City of Anacortes employees are our most valuable resource and it is our goal to provide a healthy, satisfying work environment. It is agreed that the City's most current drug, alcohol, and narcotic policies will be the basis for any testing requirements.

ARTICLE 41: DURATION AND TERMINATION

- 41.1 This Agreement shall remain in full force and effect from January 1, 2022 through December 31, 2025. No provision of this Agreement shall waive the City's obligation to bargain over any subject or matter not referred to or covered in this Agreement which is a mandatory subject of bargaining.

THIS AGREEMENT is hereby approved and signed this ____ day of _____.

INTERNATIONAL ASSOCIATION OF
WASHINGTON
FIRE FIGHTERS LOCAL NO. 1537

CITY OF ANACORTES

By _____
Qben Oliver – President

By _____
Matt Miller - Mayor

By _____
Emily C. Schuh
Admin Services Director

ATTEST:

By _____
Steve Hoglund- City Clerk

ADDENDUM A: WAGE GRIDS

2022 Wage Schedule 5.0% Wage Increase

Scheduled work hours changed from 2599.2 to 2575.2 in 2022 with implementation of additional Kelly Day in 2021

Firefighter	Grade 12F1	Step 1	Step 2	Step 3	Step 4	Step 5
12 hour shift	Monthly	6,829.93	7,034.83	7,245.88	7,463.25	7,687.15
	Hourly	32.74	33.73	34.74	35.78	36.85
	Call Back	59.11	60.88	62.70	64.59	66.52
	Overtime	49.12	50.59	52.11	53.67	55.28
	Annual	81,959.19	84,417.97	86,950.51	89,559.02	92,245.79
Firefighter	Grade 24F1	Step 1	Step 2	Step 3	Step 4	Step 5
24 hour shift	Monthly	6,829.93	7,034.83	7,245.88	7,463.25	7,687.15
	Hourly	31.83	32.78	33.76	34.78	35.82
	Call Back	59.11	60.88	62.70	64.59	66.52
	Overtime	47.74	49.17	50.65	52.17	53.73
	Annual	81,959.19	84,417.97	86,950.51	89,559.02	92,245.79

Lieutenant	Grade F2	Step 1	Step 2	Step 3
24 hour shift	Monthly	8,148.38	8,392.83	8,644.61
	Hourly	37.97	39.11	40.28
	Call Back	70.51	72.63	74.81
	Overtime	56.96	58.66	60.42
	Annual	97,780.54	100,713.96	103,735.38

Captain	Grade F3	Step 1	Step 2	Step 3
24 hour shift	Monthly	8,903.95	9,171.07	9,446.20
	Hourly	41.49	42.74	44.02
	Call Back	77.05	79.37	81.75
	Overtime	62.24	64.10	66.03
	Annual	106,847.44	110,052.86	113,354.45

January 1 - June 30, 2023 Wage Schedule 2.0% Wage Increase

Firefighter	Grade 12F1	Step 1	Step 2	Step 3	Step 4	Step 5
12 hour shift	Monthly	6,966.53	7,175.53	7,390.79	7,612.52	7,840.89
	Hourly	33.40	34.40	35.43	36.50	37.59
	Call Back	60.29	62.10	63.96	65.88	67.85
	Overtime	50.10	51.60	53.15	54.74	56.39
	Annual	83,598.38	86,106.33	88,689.52	91,350.20	94,090.71

Firefighter	Grade 24F1	Step 1	Step 2	Step 3	Step 4	Step 5
24 hour shift	Monthly	6,966.53	7,175.53	7,390.79	7,612.52	7,840.89
	Hourly	32.46	33.44	34.44	35.47	36.54
	Call Back	60.29	62.10	63.96	65.88	67.85
	Overtime	48.69	50.16	51.66	53.21	54.81
	Annual	83,598.38	86,106.33	88,689.52	91,350.20	94,090.71

Lieutenant	Grade F2	Step 1	Step 2	Step 3
24 hour shift	Monthly	8,311.35	8,560.69	8,817.51
	Hourly	38.73	39.89	41.09
	Call Back	71.93	74.08	76.31
	Overtime	58.09	59.84	61.63
	Annual	99,736.15	102,728.24	105,810.08

Captain	Grade F3	Step 1	Step 2	Step 3
24 hour shift	Monthly	9,082.03	9,354.49	9,635.13
	Hourly	42.32	43.59	44.90
	Call Back	78.59	80.95	83.38
	Overtime	63.48	65.39	67.35
	Annual	108,984.39	112,253.92	115,621.54

July 1 - December 31, 2023 Wage Schedule 2.0% Wage Increase

Firefighter	Grade 12F1	Step 1	Step 2	Step 3	Step 4	Step 5
12 hour shift	Monthly	7,105.86	7,319.04	7,538.61	7,764.77	7,997.71
	Hourly	34.07	35.09	36.14	37.23	38.34
	Call Back	61.49	63.34	65.24	67.20	69.21
	Overtime	51.10	52.63	54.21	55.84	57.51
	Annual	85,270.34	87,828.45	90,463.31	93,177.21	95,972.52

Firefighter	Grade 24F1	Step 1	Step 2	Step 3	Step 4	Step 5
24 hour shift	Monthly	7,105.86	7,319.04	7,538.61	7,764.77	7,997.71
	Hourly	33.11	34.11	35.13	36.18	37.27
	Call Back	61.49	63.34	65.24	67.20	69.21
	Overtime	49.67	51.16	52.69	54.27	55.90
	Annual	85,270.34	87,828.45	90,463.31	93,177.21	95,972.52

Lieutenant	Grade F2	Step 1	Step 2	Step 3
24 hour shift	Monthly	8,477.57	8,731.90	8,993.86
	Hourly	39.50	40.69	41.91
	Call Back	73.36	75.56	77.83
	Overtime	59.26	61.03	62.86
	Annual	101,730.88	104,782.80	107,926.29

Captain	Grade F3	Step 1	Step 2	Step 3
24 hour shift	Monthly	9,263.67	9,541.58	9,827.83
	Hourly	43.17	44.46	45.80
	Call Back	80.17	82.57	85.05
	Overtime	64.75	66.69	68.69
	Annual	111,164.07	114,499.00	117,933.97

January 1 - June 30, 2024 Wage Schedule 2.0% Wage Increase

Firefighter	Grade 12F1	Step 1	Step 2	Step 3	Step 4	Step 5
12 hour shift	Monthly	7,247.98	7,465.42	7,689.38	7,920.06	8,157.66
	Hourly	34.75	35.79	36.86	37.97	39.11
	Call Back	62.72	64.60	66.54	68.54	70.60
	Overtime	52.12	53.69	55.30	56.96	58.66
	Annual	86,975.75	89,585.02	92,272.57	95,040.75	97,891.97

Firefighter	Grade 24F1	Step 1	Step 2	Step 3	Step 4	Step 5
24 hour shift	Monthly	7,247.98	7,465.42	7,689.38	7,920.06	8,157.66
	Hourly	33.77	34.79	35.83	36.91	38.01
	Call Back	62.72	64.60	66.54	68.54	70.60
	Overtime	50.66	52.18	53.75	55.36	57.02
	Annual	86,975.75	89,585.02	92,272.57	95,040.75	97,891.97

Lieutenant	Grade F2	Step 1	Step 2	Step 3
24 hour shift	Monthly	8,647.12	8,906.54	9,173.73
	Hourly	40.29	41.50	42.75
	Call Back	74.83	77.08	79.39
	Overtime	60.44	62.25	64.12
	Annual	103,765.49	106,878.46	110,084.81

Captain	Grade F3	Step 1	Step 2	Step 3
24 hour shift	Monthly	9,448.95	9,732.41	10,024.39
	Hourly	44.03	45.35	46.71
	Call Back	81.77	84.22	86.75
	Overtime	66.05	68.03	70.07
	Annual	113,387.36	116,788.98	120,292.65

July 1 - December 31, 2024 Wage Schedule 2.0% Wage Increase

Firefighter	Grade 12F1	Step 1	Step 2	Step 3	Step 4	Step 5
12 hour shift	Monthly	7,392.94	7,614.73	7,843.17	8,078.46	8,320.82
	Hourly	35.44	36.51	37.60	38.73	39.89
	Call Back	63.98	65.90	67.87	69.91	72.01
	Overtime	53.17	54.76	56.40	58.10	59.84
	Annual	88,715.27	91,376.72	94,118.03	96,941.57	99,849.81

Firefighter	Grade 24F1	Step 1	Step 2	Step 3	Step 4	Step 5
24 hour shift	Monthly	7,392.94	7,614.73	7,843.17	8,078.46	8,320.82
	Hourly	34.45	35.48	36.55	37.64	38.77
	Call Back	63.98	65.90	67.87	69.91	72.01
	Overtime	51.67	53.23	54.82	56.47	58.16
	Annual	88,715.27	91,376.72	94,118.03	96,941.57	99,849.81

Lieutenant	Grade F2	Step 1	Step 2	Step 3
24 hour shift	Monthly	8,820.07	9,084.67	9,357.21
	Hourly	41.10	42.33	43.60
	Call Back	76.33	78.62	80.98
	Overtime	61.65	63.50	65.40
	Annual	105,840.80	109,016.03	112,286.51

Captain	Grade F3	Step 1	Step 2	Step 3
24 hour shift	Monthly	9,637.93	9,927.06	10,224.87
	Hourly	44.91	46.26	47.65
	Call Back	83.41	85.91	88.48
	Overtime	67.37	69.39	71.47
	Annual	115,655.10	119,124.76	122,698.50

AGREEMENT

By and Between

CITY OF ANACORTES, WASHINGTON

and

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL NO. 1537**

January 1, ~~2018~~2022 through December 31, ~~2020~~2025

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ARTICLE 1: ~~ARTICLE 1~~—AGREEMENT

- 1.1 This Agreement is entered into by the City of Anacortes, hereinafter referred to as the "City", and Local No. 1537, International Association of Fire Fighters, hereinafter referred to as the "Union", governing wages, hours and working conditions of employment of the members of the Anacortes Fire Department.

ARTICLE 2: ~~ARTICLE 2~~—PURPOSE

- 2.1 The purpose of this Agreement is to increase the general efficiency of the Fire Department and its personnel, to promote morale and protect the rights, well-being and the security of the Fire Department's permanent employees. To accomplish the foregoing, the parties hereto agree to the following Articles within this Agreement.

ARTICLE 3: ~~ARTICLE 3~~—RECOGNITION

- 3.1 The City recognizes the Union as the sole, exclusive bargaining agent for the purpose of establishing salaries, hours and working conditions for all ~~members full-time, uniformed employees~~ of the Anacortes Fire Department ~~who are scheduled for shift work. The following positions will be exempt from the bargaining unit: the Fire Chief, the Assistant excluding the~~ Fire Chiefs, ~~Division Chiefs, and~~ Secretary/Administrative Assistant, ~~and Volunteer Fire Fighters.~~

ARTICLE 4: ~~ARTICLE 4~~—MANAGEMENT RIGHTS

- 4.1 ~~(a)~~ The Union recognizes the prerogatives of the City 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, and applicable law.
- 4.2 ~~(b)~~ The City 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.
- 4.3 ~~(c)~~ The parties understand and agree that the statements in employee's job descriptions are not an all-inclusive listing of their work requirements. Individuals may perform other duties as assigned including work in functional areas to cover absence or relief, to equalize peak work periods or otherwise to balance the workload in the Fire Department.
- 4.4 ~~(d)~~ The City reserves the right to lay off personnel for lack of funds; or for the occurrence of conditions beyond control of the City. In the case of personnel reduction, the employee with the least seniority shall be laid off first. The City shall have the right to determine reasonable schedules of work and to establish

methods or processes by which such work is performed in accordance with Article ~~22-21~~ of this Agreement.

ARTICLE 5: ~~ARTICLE 5~~ – DUES CHECK OFF

~~The Employer will deduct from each employee's paycheck once each pay period the uniform, regular monthly Union dues for each employee in the bargaining unit who has filed with the Employer a voluntary effective check-off authorization. Such dues shall be forwarded to the Union at an address designated by the Union.~~

~~A Union member desiring to revoke the dues check-off may do so by written notice to the Employer at any time during the ten (10) day period prior to the annual anniversary date of the Agreement, in each year during the life of the Agreement.~~

5.1 Dues Processing. The Union will notify the City of its initiation fees and dues. Following receipt of written notice from the Union that it has received authorization for dues collection from an employee, the City will deduct such initial fees and Union dues from the wages of the employee, and forward them to the Union each pay period. Each pay period the City will submit the dues to the person and address provided by the Union.

5.2 Revocation. An employee may revoke their authorization for payroll deduction of payments to the Union by providing written notice to the Union, which will provide written notice to the City. Every effort will be made to end the deduction effective on the first payroll, but not later than the second payroll, after the City's receipt of written notice from the Union.

5.3 Indemnification. The Union will indemnify the City against any and all liability which may arise by reason of the deduction by the City of money for Union membership dues from employee's wages in accordance with employee authorizations furnished to it by the Union, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article.

~~The actual dues amount deducted, as determined by the Union, shall be uniform in nature for each employee in order to ease the Employer's burden of administering this provision. The Union shall provide the City signed authorization by the employee to deduct union dues from the employee's paycheck.~~

~~If the employee has no earnings due for that period, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision. The Union may change the fixed uniform dollar amount, which will be considered the regular monthly fees once each year during the life of this Agreement. The Union will give the Employer thirty (30) days written notice of any such change in the amount of uniform dues to be deducted.~~

ARTICLE 6 – UNION MEMBERSHIP

~~(a) It shall be a condition of employment that all employees of the City covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on or before the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union.~~

~~(b) It shall also be a condition of employment that all new employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union. Provided, objections to joining the Union which are based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member will be observed. Such employee shall pay an amount of money equivalent to regular Union dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fee. The employee shall furnish written proof that such payment has been made. If the employee and the bargaining representatives do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.~~

~~(c) The Union shall indemnify and save the Employer harmless against any claims arising by reason of action taken to comply with this article.~~

ARTICLE 6: ~~ARTICLE 7~~ – NON-DISCRIMINATION

6.1 Neither the Employer or the Union shall discriminate against any employee because of race, sex, age (over 40), religion, creed, color, national origin, pregnancy, marital status, sexual orientation, physical or mental disability, gender identification, status as an honorably discharged veteran, Union membership, Union activity, or any other characteristic protected by law. Claims brought pursuant to this ~~article~~ Article shall be processed through the appropriate federal or state agency.

ARTICLE 7: ~~ARTICLE 8~~ – BARGAINING RIGHTS

7.1 ~~(a)~~ There shall be no unilateral changes in wages, hours, or working conditions.

7.2 ~~(b)~~ Any changes in the aforementioned shall be made pursuant to the collective bargaining laws of the State of Washington as administered by the Public Employment Relations Commission.

7.3 ~~(c)~~ This ~~article~~ Article includes provisions of policies or standard operating procedures which affect wages, hours, and/or working conditions not otherwise addressed in this ~~agreement~~ Agreement.

ARTICLE 8: ~~ARTICLE 9~~ UNION BULLETIN BOARDS

- 8.1 ~~(a)~~ The City agrees to post a bulletin board for Union notices in a conspicuous place at each fire station.
- 8.2 ~~(b)~~ The Union agrees to cooperate with the Employer to ensure materials posted are not of an offensive nature.

ARTICLE 9: ~~ARTICLE 10~~ CIVIL SERVICE STATUTES

- 9.1 ~~(a)~~ Nothing contained in this Agreement shall prevent the City from proceeding in accordance with applicable Civil Service statutes, rules and regulations. All bargaining unit employees shall be subject to such statutes, rules and regulations.
- 9.2 ~~(b)~~ Any changes in the ~~Employers or the Employer's~~ Civil Service Rules and Regulations affecting Mandatory Subjects of Bargaining shall be made in accordance with RCW 41.56 or other applicable statutes.

ARTICLE 10: ~~ARTICLE 11~~ GRIEVANCE

- 10.1 Any disputes arising under this Agreement shall be settled in this Article provided that no employee shall avail ~~himself or herself themselves~~ of this Article if appealing a dispute to the Civil Service Commission. Any bargaining unit member who is the subject of disciplinary action may complain to the Union 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 both.

10.2 Definitions.

- 10.2.1 Grievance Defined:- A grievance is defined as a dispute or claim of wrongful action involving the interpretation or application of terms of this Agreement raised by a grievant against the employer.
- 10.2.2 Grievant Defined:- A grievant may be an employee, group of employees or the Union who shall under the terms of this Agreement put forth, in writing, to the Employer a grievance.
- 10.2.3 Union Defined:- For the purposes of this Article, Union shall mean Union Representative, President, and/or Shop Steward.
- 10.2.4 Business Day Defined:- A calendar day exclusive of Saturday, Sunday, or official holiday.
- 10.3 General Provision:- Grievances being heard through this procedure must have been submitted at ~~step #~~Step 2 within fifteen (15) business days of the grievant becoming aware of the act or omission giving rise to the grievance, or within ~~15~~

fifteen (15) days of the date the grievant reasonably should have been aware of the act or omission.

- 10.4 Time Limits. Failure of either party to adhere to time limits shall result in the grievance being moved to the next step in the procedure. Time limits may be extended by mutual written agreement.

10.5 Grievance Steps.

Step 1

- 10.5.1 Step 1. The grievant may attempt to settle the dispute or disagreement informally, orally or in writing at the lowest level possible. The grievant may request the presence of a Union representative.

Step 2

- 10.5.2 Step 2. If the grievance is not settled in Step #1, the grievant shall submit the grievance in writing to the Fire Chief. Such written grievance shall clearly indicate the act or omission giving rise to the grievance, provisions, if any, of the Collective Bargaining Agreement violated, statements of fact, and remedy requested. The Fire Chief shall within ten (10) business days make written response. If the response is to deny the claim, it should contain justification including any disagreements with the Union's statements of fact.

Step 3

- 10.5.3 Step 3. If the grievance is not settled in Step 2, the grievant may submit the grievance within ten (10) business days to the Mayor who shall within ten (10) business days render a decision.

Step 4

- 10.5.4 Step 4. If the grievance is not settled at this point, by mutual agreement the Parties may request the services of a mediator prior to implementing Step 5. Timelines in the Step procedures shall be modified to allow the mediation process.

Step 5

- 10.5.5 Step 5. If the grievance is not settled in Step 3 or 4, the grievant may submit the grievance to arbitration. The union shall within fifteen (15) business days of receipt of the Mayor's decision notify the employer in writing of intent to arbitrate.

Arbitration:

- 10.5.6 Arbitration. Within ten (10) business days of notification of intent to arbitrate the Union president or designee and the Mayor or designee shall meet and choose an arbiter to hear the grievance.

- (a) If the parties cannot agree upon an arbiter within the said ten (10) days, a list of nine (9) arbiters shall be requested from the

American Arbitration Association. Upon receipt of the list of requested arbiters, the parties shall meet within ~~20~~twenty (20) business days to alternately strike names from the provided list. The parties shall flip a coin to determine who will strike the first name. Should the Employer refuse to strike within the ~~20~~twenty (20) day period, the Union may choose the arbiter from a list provided. Should the Union refuse to strike within the ~~20~~twenty (20) day period, the grievance shall be deemed to have been abandoned.

- (b) The fees and expenses of the arbiter shall be divided equally between the Employer and Union. Each party shall compensate its own representative and witnesses.
- (c) The arbiter shall have no authority to amend, modify or change in any way this Agreement.
- (d) The decision of the arbiter shall be final and binding upon all parties.

ARTICLE 11: ~~ARTICLE 12~~—EMPLOYEE CLASSIFICATIONS, PROMOTIONS, FIRE OFFICER TRAINING & VACANCIES

11.1 Employee Classifications

- Firefighter/EMT
- Firefighter/Paramedic

Lieutenant

Promotions

- Lieutenant/EMT
- Lieutenant/Paramedic
- Captain/EMT
- Captain/Paramedic

11.2 Promotional Exams and Lists.

- 11.2.1 All promotions within the bargaining unit shall be by competitive examination, shall be impartial and shall relate to those matters which test the candidate's ability to perform the tasks listed in the job description for the position.

~~———— The following procedures shall govern all promotions within the bargaining unit:~~

~~Three years of full time regular employment with the Anacortes Fire Department is required prior to the eligibility list being certified to test for lieutenant.~~

~~Prior experience in a full time position delivering fire protection and emergency medical services can substitute 6 months credit for every year of employment provided that Anacortes probationary requirements are satisfied; OR~~

~~Prior experience as an Anacortes Fire Department volunteer delivering fire protection and emergency medical services may substitute 3 months credit for every year of volunteer service provided that Anacortes probationary requirements are satisfied.~~

~~IFSA Fire Officer I, Fire Instructor I, ICG Fire Inspector I, and currently adopted ICS certifications are required prior to successful completion of the lieutenant probation.~~

~~The promotional list for Lieutenant shall be maintained for twenty-four (24) months. Should all candidates on the promotional list be promoted, the Employer shall establish a new list.~~

- 11.2.2 In preparation for the creation of each examination, the City shall inform the Union of any meetings relating to the promotional process. A Union representative may, at their option, attend and participate in the meeting or meetings, to discuss exam content, date, place and time of exam; and details regarding how the exam(s) will be scored. Such representatives shall not participate in the examination. Announcements for promotional examinations and resource materials for the examinations shall be posted at each Fire Station sixty (60) days prior to the closing date for application. Applications received after the closing date will not be considered. ~~Prior to administration of any exam, either party may request the exam be reviewed by an outside agency to ensure the exam is consistent with the position for which is being tested. The outside agency shall be the City of Mt. Vernon Fire Department. The parties may elect to use another agency by mutual agreement. This review shall consist of an administrative officer and a union representative.~~

- 11.2.3 All applicants will be notified of their final score and relative standing on the promotional list the next business day following an official Civil Service Commission meeting. An unofficial test score of each candidate shall be presented no later than thirty (30) days after testing. Promotions shall be made according to the employee's relative standing on the promotional list, with the employees at the top of the list being given first opportunity to accept the promotion.

Vacancies

- 11.2.4 ~~Upon promotion, an employee shall be subject to a one (1) year probation period. During this period said employees shall receive at least quarterly evaluations by the employee's immediate supervisor. In the event that said employee fails to pass their probationary period,~~

~~said employee shall return to their previous position without loss of seniority and with the wages and benefits of that previous position.romotional lists shall be maintained for twenty-four (24) months. Should all candidates on the promotional list be promoted, the Employer shall establish a new list.~~

11.3 Requirements to Test for Promotion.

11.3.1 To test for Lieutenant:

- (a) Three years of full-time regular employment with the Anacortes Fire Department. Prior experience in a full-time position delivering fire protection and emergency medical services can substitute six (6) months credit for every year of employment provided that Anacortes probationary requirements are satisfied.
- (b) IFSAC Fire Officer I, IFSAC Fire Instructor I, Fire Inspector I (ICC or IFSAC), and currently adopted ICS certifications are required prior to successful completion of the lieutenant probationary period.

11.3.2 To test for Captain:

- (a) Two years as an AFD Lieutenant.
- (b) Lieutenants shall be required to obtain the certifications of NFA Incident Safety Officer, WSP Hazardous Materials On-Scene Incident Commander, and IFSAC Fire Officer 2 prior to participating in the captain promotional exam.

11.3.3 With Department approval, candidates may substitute an equivalent certification for those identified above.

11.3.4 All certifications required for promotional testing must be maintained by officers following promotion to rank. The City will provide any continuing education necessary for maintaining required certifications.

- 11.4 Vacancies. When the City determines a temporary vacancy exists in a promotional position; said vacancy shall be filled within a reasonable amount of time. Temporary appointments will first be offered to those employees on a current eligibility list. The appointment will be offered in relation to their standing on the list. In the event there is not a current eligibility list, the vacancy shall be temporarily appointed by the Chief.

~~Fire Officer Training~~

- 11.5 Promotional Probation. Upon promotion, an employee shall be subject to a one (1) year probation period. During this period said employees shall receive regular evaluations by the employee's immediate supervisor. In the event that

the employee fails to pass their probationary period, the employee shall return to their previous position without loss of seniority and with the wages and benefits of that previous position.

- 11.6 Fire Officer Training. Existing Officers and those on a current promotional eligibility list may attend fire officer development training in an overtime status while off duty. This may include core curriculums for Fire Officers as described by NFPA and/or IFSAC, as well as other workshops, presentations, courses, or classes approved by the department.

ARTICLE 12: ~~ARTICLE 13~~ – WORKING OUT OF CLASSIFICATION

12.1 Lieutenant Vacancies.

12.1.1 When an employee is assigned as an upgrade lieutenant, the employee shall be paid the equivalent of the first step annual lieutenant rate divided by the annual scheduled hours of work. ~~This is to account for the difference in annual scheduled hours of work between 12 hour and 24 hour shift employees.~~

12.1.2 Employees will be assigned in the following order:

- (a) Highest ranking employee from the current promotional list.
- (b) Employees by seniority who have successfully achieved the Department's upgrade requirements, successful completion of probationary period, and two (2) years full-time experience with Anacortes fire. Prior experience may be substituted per the promotional standards.
- (c) Employees deemed otherwise qualified by the Fire Chief.

12.2 Captain Vacancies. Lieutenants will upgrade to the captain position at Station 1 for any vacancy exceeding four (4) hours and will be compensated at the first step captain rate of pay for all the hours worked in that position. Lieutenants will be assigned to upgrade based on their captain promotional eligibility list ranking. Non-probationary lieutenants will upgrade by seniority in grade if no one is on duty from the promotional list.

12.3 Chief Officer Vacancy. In order to provide Duty Chief coverage in the absence of regularly promoted chief officers, captains and non-probationary lieutenants may voluntarily upgrade to Acting Battalion Chief. The Acting Battalion Chief assignment will be utilized only to supplement department emergency responses, not for non-emergent operational management.

12.3.1 Eligibility.

- (a) A two-tiered running list of eligible employees will be established and ranked by number of hours served as Acting Battalion Chief for the calendar year. The first tier will consist of promoted Captains and the second tier will consist of non-probationary Lieutenants. When a vacancy is created, it will be filled by the captain who is highest on the first-tier list. If no captain fills the vacancy, it will be filled by the lieutenant who is highest on the second-tier list.
- (b) When on Acting Battalion Chief status, the employee must remain within twenty (20) minutes response time of AFD St. 29-1. Response guidelines and take-home vehicle assignments will be set forth in department policy.

12.3.2 Compensation. Employees will receive two (2) hours of callback for accepting the Acting Battalion Chief assignment for each period of twelve (12) hours or less. If paged to respond, employees will receive callback in accordance with Article 22.

ARTICLE 13: ~~ARTICLE 14~~–VACATION

13.1 All bargaining unit employees shall be granted vacation after years of employment as follows:

Service Period	Vacation Accrual
First Calendar Year through 4	12 hours per month
Calendar Years 5 through 9	18 hours per month
Calendar Years 10 and over	25 hours per month

13.2 Employees on leave without pay status will not accrue vacation.

13.3 The maximum allowable accumulation of vacation shall not exceed three hundred (300-) hours. Any vacation earned and not taken in excess of the maximum shall be forfeited. The City shall ~~grant~~ approve vacation and Kelly day requests for the calendar year based on seniority of employment- provided vacation requests are submitted prior to December 15th of each year for vacations scheduled to occur January 1st through December 31st of the following the previous year. 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 Fire Chief or designee based upon the efficient operation of the Anacortes Fire Department. The City shall waive the maximum carry-over restrictions if the employee is required to cancel scheduled vacation due to requirements of the City.

~~The City shall grant vacation and Kelly days based on seniority of employment provided vacation and Kelly Day requests are submitted prior to December 15th of the previous year.~~

- 13.4 Each employee shall be allowed a maximum of ~~72~~ seventy-two (72) hours per year where an overtime impact may be created by taking vacation while another employee is on military leave, vacation, or Kelly day.
- 13.5 If any members of the bargaining unit are military reservists or members of the National Guard, vacation and Kelly day picks shall be conducted in accordance with Article ~~19-18~~ instead of this ~~article~~ Agreement.
- 13.6 ~~Vacation Buyout~~ Employees may elect to have their accrued vacation balance that exceeds ~~200~~ one hundred sixty (160) hours cashed out and deposited into a deferred compensation account. ~~Maximum deferral is 80 hours per year.~~ The employee must notify payroll in writing by November 20th of each year for distribution on the December 5th payday.

ARTICLE 14: ~~ARTICLE 15~~--BEREAVEMENT LEAVE

- 14.1 Bereavement leave is paid time away from work taken ~~to attend the funeral and matters associated with for reasons related to~~ the death ~~and funeral~~ of a close relative. Bereavement leave use is limited to the six (6) months following the close relative's death. A close relative shall be defined as an employee's spouse, son, daughter, father, mother, sister, brother, grandparent, or grandchild. The employee's spouse's mother, father, sister, brother, grandparent, or grandchildren are also included.
- 14.2 ~~24-24-Hour Shift Employees~~: In the event of the death of a close relative of a bargaining unit employee, such employee shall be granted, without loss of pay, forty-eight (48) hours off. If the employee will travel ~~from the employee's home to the funeral or memorial service and if the travel exceeds more than~~ two hundred (200) miles ~~each way from their home for reasons related to the death of a close relative~~, the employee shall be granted seventy-two (72) hours off without loss of pay.
- 14.3 ~~12-12-Hour Shift Employees~~: In the event of the death of a close relative of a bargaining unit employee, such employee shall be granted, without loss of pay, thirty-six (36) hours off. If the employee will travel ~~from the employee's home to the funeral or memorial service and if the travel exceeds more than~~ two hundred (200) miles ~~each way from their home for reasons related to the death of a close relative~~, the employee shall be granted forty-eight (48) hours off without loss of pay.

ARTICLE 15: ~~ARTICLE 16~~--SICK LEAVE

- 15.1 ~~(a)~~ Regular full-time bargaining unit employees shall accrue sick leave at their regular straight-time rate of pay at the rate of ~~12~~ twelve (12) hours of leave for

each calendar month of continuous service to a maximum of one thousand four hundred forty (1,440) hours accumulation.

- 15.2 ~~(b) Sick Leave Buyout:—~~ Upon retirement, each bargaining unit employee shall receive twenty-five percent (25%-) of their accrued sick leave balance.
- 15.3 ~~(c)~~ With the exception of the above, sick leave is intended for actual illness or injury to an employee or dependent child or for care for a spouse, parent, parent-in-law, or grandparent who has a serious health condition or emergency condition. If there is reasonable suspicion of an employee abusing sick leave benefits, the City may require verification of an illness/injury from the employee's physician. The Union does not condone abuse of sick leave. Should a concern over perceived sick leave abuse arise, the Union and the Employer agree to meet and confer on the problem and solution.

ARTICLE 16: ~~ARTICLE 17~~—VOLUNTARY PHYSICAL FITNESS PROGRAM & SICK LEAVE BUY BACK

- 16.1 The City and the Union recognize that a physically fit workforce can reduce illness and injuries requiring the use of sick leave. A sick leave buyback provides incentive to reduce the use of sick leave.
- 16.2 The City and Union agree to utilize the US Navy's physical readiness test (~~http://~~<https://www.navy-prt.com/>) as the basis for determining standards and criteria for the physical fitness incentive. It is understood that the military's 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 two opportunities each year (once in the Spring and once in the Fall) to perform the test on their assigned shift. Employees will be provided a ~~60~~sixty (60) day advance notice of the testing dates.
- 16.3 ~~The Physical Readiness Testing (PRT) events are two minutes of push-ups, two minutes of sit-ups, and either a timed 1.5-mile run, or a 12-minute max-calorie burn on a stationary bicycle.~~ The results from each event are assigned a point value based on the employee's age, gender and the amount of repetitions or time elapsed ~~(converted from calories burned for the bicycle)~~ for each event. A minimum score of ~~50~~fifty (50) points is required in each of the three ~~(3)~~ events in order to qualify for the physical fitness incentive.
- 16.4 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 two hundred twenty (220-) points on the test every year for ~~10~~ten (10) years would have the ability to have twenty percent (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 ~~16~~15). Note: Sick leave buyout shall not exceed one hundred percent (100%-) when combining the sick leave buyback provision and the physical fitness incentive.

16.5 Physical Fitness Score.

16.6

Cumulative Score	Test Score by Percent	Sick Leave Percentage Buyback at Retirement
180	60	1
210	70	2
240	80	3

ARTICLE 17: ~~ARTICLE 18~~ LIGHT DUTY

- 17.1 Light duty 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 there is work available and suitable. Management retains the ability to require employees who are sick, injured, or disabled and who have been released by their physician to work light duty. Priority will be given to employees who are injured on the job. Employees on light duty are scheduled to work forty (40) hours per week during administrative hours and their wage will be determined by their annual base salary divided by ~~2080~~two thousand eighty (2080).
- 17.2 Employees working light duty shall perform work, as assigned by the Chief, which is non-combat work consistent with the type normally performed by the bargaining unit. Non-combat work shall be considered that which the attending physician has not restricted the Employee from performing.
- 17.3 During the light duty schedule, Employees shall continue to accrue leave according to their regular shift.

~~———The position of light duty will be authorized in 30 day increments provided that there are sufficient and compatible non-combat duties to be performed. A light duty position may not exceed 6 months. If the employee cannot return to their normal duties after this six (6) month period, the employee must use accumulated sick leave prior to going on leave without pay.~~

17.4 The duration of light duty assignments shall not exceed six (6) months, except that the Fire Chief may authorize an extension based on a physician's written prognosis to return to full duty within a reasonable time period.

ARTICLE 18: ~~ARTICLE 19~~-OTHER LEAVES

18.1 Military Leave- The City and the Union comply with all applicable Federal and State regulations pertaining to Military leave for public employees. These regulations include, but are not limited to, USSERA and RCW 40.060.

18.1.1 Primary Picks- The seniority-based vacation and Kelly day request deadline is September 15th. Accordingly, the period available for seniority-based requests is October 1st through September 30th to coincide with the military calendar. Known military leave will be scheduled following the initial vacation and Kelly day choices. The City agrees to cover prescheduled military leave days with overtime as necessary.

18.1.2 Secondary Picks- Following the September 15th deadline, additional military leave will be approved in a manner similar to secondary vacation requests. Military leave will take precedence over vacation requests that are not yet approved. Employees who request vacation over a military leave day would be subject to deduction from the ~~72 hour employee's~~ bank of allotted overtime ~~over Kelly or military leave days~~ generated from vacation taken.

18.1.3 Military employees are to provide notification of scheduled drills, annual training, and activations as soon as is practical and are encouraged to consider utilizing shift trades, vacation, and Kelly day scheduling to minimize the impact of military absences.

18.2 Jury/Witness Leave- If an employee serves on jury duty or is required to attend court as a witness while on duty, their regular salary will be continued for the length of actual court attendance. Any compensation, excluding travel or meal allowance, received by employees as a result of their jury duty shall be turned in to the City. An employee assigned to jury duty on their regular assigned shift, once relieved from actual jury duty, shall report back to work to complete the remainder of their regular shift.

18.3 Shift Trades- Employees may initiate shift trades which must be pre-approved by the Fire Chief or designee.

18.4 Short-Term Disability.

18.4.1 Any employee who has been injured or become ill off the job may choose to use their personal Short-Term Disability (STD) plan which is through the Washington State Council of Firefighters (WSCFF).

- 18.4.2 Any employee covered by the WSCFF Short-Term Disability plan may use one hundred percent (100%) of their accrued sick leave, and must return to the City all funds received from the STD program for the purpose of buying back their paid sick leave.
- 18.4.3 Any employee who uses this buyback option shall return their disability payment to the employer, with no choice or individual elections to do so from the employee.
- 18.4.4 The buy-back of accrued benefits being used will be calculated at a total cost of hourly compensation (TCC) rate determined for each employee by the City's Finance and/or Human Resources Department.

ARTICLE 19: ~~ARTICLE 20~~—UNION LEAVE

19.1 Union Leave Accrual.

- 19.1.1 ~~Union Leave Accrual~~ For each ~~employee~~Local 1537 union member, one hour of vacation will be transferred to their union leave bank each month until ~~14~~fourteen (14) hours have accrued. After ~~14~~fourteen (14) hours have accrued, the one hour will be redirected to the ~~employee's~~member's vacation balance. When the union leave balance falls below 14 hours the union leave accrual resumes.
- 19.1.2 The Union Leave bank is visible on the pay stub and designated as Union Leave. The establishment of a Union Leave Bank was to ensure that all IAFF union members equally contribute time to a bank which is to be utilized to provide compensation for Union members who are conducting union business.

19.2 Union leave cannot be used before it is accrued.

19.3 Union leave requests shall be scheduled following the same protocol as vacation scheduling. Union leave ~~will be submitted on the leave request form and must be approved by signature of the Chief and the Union president and the Fire Chief or designee.~~ The Union leave must be taken within ~~30~~thirty (30) days of the ~~union~~Union business conducted. ~~The form will be attached to the employee's timesheet and the number of hours will be entered on the individual's timesheet under the line titled "Union Leave."~~

~~On receipt of the timesheet and leave request, payroll will calculate how much leave is needed from each IAFF member's bank to account for the union leave time. Members will contribute equal hours from their leave banks unless a member does not have enough hours in his bank.~~

- 19.3.1 ~~On receipt of the timesheet including Union leave, payroll will deduct from each member's Union leave bank an equal proportional share of the total leave hours requested, unless a member does not have sufficient hours in their bank.~~

- 19.4 Upon termination or retirement, Union members are eligible for pay out of their Union Leave balance, following the same guidelines as vacation is paid out. The maximum “buyout” of vacation and union leave will not exceed the maximum allowed for vacation per the personnel policies and/or the bargaining agreement. Employees are not able to access Union leave, except as approved by the Union President and the Fire Chief or designee following the guidelines established here, or upon termination or retirement. For example, if an employee utilizes all of their accrued vacation or sick leave, they would not be able to access their union leave balance.

ARTICLE 20: ~~ARTICLE 21~~–HOLIDAY PAY

- 20.1 The City shall compensate each employee ~~160~~one hundred seventy-two (172) hours of pay in lieu of holidays. The payment will be paid in the last pay period in October as compensation for the holidays that occur within that year. Holiday pay is paid at straight time.
- 20.2 Holiday pay will be prorated for employees who work a partial year. For example, an employee who works fifty percent (50%-) of the year will receive fifty percent (50%-) of the holiday pay.

ARTICLE 21: ~~ARTICLE 22~~–WORKWEEK

24-HOUR SHIFT EMPLOYEES

- 21.1 24-Hour Shift Employees. The FLSA cycle begins on December 29, 2017.

- 21.1.1 Section 1–The shift schedule for fire suppression personnel shall consist of eight (8) twenty-four (24) hour shifts in each twenty-four (24) day FLSA cycle.

- 21.1.2 Administration of Kelly Days.

- (a) Section 2–Administration of Kelly Days—Employees select Kelly Days by seniority based on date of hire with annual first-round vacation picks. There are ~~15~~fifteen (15) full FLSA cycles each year. Hours are reduced by employees selecting one of their ~~14~~fifteen (15) Kelly ~~days~~Days (24 hours each)~~or a vacation day (24 hours)~~ within each FLSA cycle. Only one (1) employee may schedule a Kelly Day on any given day unless there are more employees on a shift than the number of shifts in the FLSA cycle, in which case two (2) employees will be allowed to take the same Kelly Day to the minimum extent required to ensure all employees have a Kelly Day in each FLSA cycle.
- (b) The Chief or designee shall approve Kelly ~~days~~Days based on seniority.

- (c) Kelly Days shall be scheduled so as to minimize the Department's overtime costs to the greatest extent possible. Kelly Days shall not be re-scheduled because of sickness or injury.
- (d) Kelly Days may be traded between employees within the same FLSA cycle provided that the trade meets all applicable shift trade criteria and does not result in a monetary impact to the City.

21.1.3 Section 3-A 48/96 schedule requires fire fighters to work a standard work week that averages fifty-six (56) hours per week. A 24-twenty-four (24) day FLSA cycle is adopted with the implementation of a 48/96 schedule since each rotation takes 6-six (6) days to complete. There are fifteen and two tenths (15.2-) FLSA cycles each year. In each FLSA cycle, 193 work hours are scheduled which includes 4-four (4), fifteen (15) minute shift briefings at shift change. This results in two thousand nine hundred thirty-five and two tenths (2935.2) annual scheduled work hours that are reduced by three hundred sixty (360) Kelly Day hours (15 Kelly Days), for two thousand five hundred seventy-five and two tenths (2575.2) annual work hours scheduled.

~~This results in 2935.2 annual scheduled work hours that are reduced by 336 Kelly Day hours (14 Kelly Days). On the FLSA cycle without a Kelly day a 24 hour vacation day must be selected so that each FLSA period contains a Kelly Day or a vacation day. The annual work hours scheduled are 2599.2 which does not account for the one 24 hour vacation requirement.~~

WORKWEEK REDUCTION CALCULATION

~~2935.2 Annual hours minus 14 Kelly Days @ 24 hours (336 Kelly Day hours) = 2,599.2 hours~~

~~The Kelly days shall be scheduled so as to minimize the department's overtime costs to the greatest extent possible. Kelly days shall not be re-scheduled because of sickness or injury.~~

21.1.4 The parties acknowledge that work schedule computations are complex and create fractions of shifts and inconsistencies with respect to actual hours worked and the amount of time off earned by each employee; therefore, fractions of shifts will be rounded to the nearest 24-twenty-four (24) hour shift in determining the work schedule which most clearly approximates the defined work week, averaged annually.

21.1.5 HOLIDAY SHIFT TRADE-Holiday Shift Trade. In the event that a shift is scheduled to work both December 24th and December 25th of the same year, the shift assigned to work on December 24th will trade days with the shift assigned to work on December 23rd. In the event that December 24th happens to be the start of a new FLSA cycle then the shift assigned to work on December 25th will trade days with the shift assigned to work on December 26th.

- 21.1.6 ~~MAXIMUM CONSECUTIVE HOURS WORKED~~ Maximum Consecutive Hours Worked. Staff are limited to working no more than 72 consecutive hours within an eighty-four (84) hour period as a result of overtime, force hire, schedule, or trades; ~~however.~~ A mandatory minimum of twelve (12) consecutive hours off from all emergency response duties is required. ~~However,~~ management retains the ability to exceed this limit in emergent situations or to accommodate training which both the employee and the Fire Chief agree can be conducted safely.

21.2 12-HOUR SHIFT EMPLOYEES 12-Hour Shift Employees.

- 21.2.1 As of 2018, the ~~12-twelve (12)~~ hour shift is not in use. If the ~~12-twelve (12)~~ hour shift schedule is reinstated, ~~24-twenty-four (24)~~ hour shift employees will not be assigned.
- 21.2.2 ~~Section 1~~ The shift schedule for ~~12-twelve (12)~~ hour shift employees shall consist of sixteen (16) twelve (12) hour shifts in each twenty-eight (28) day FLSA cycle beginning April 23, 2007.
- 21.2.3 ~~Section 2~~ This schedule requires ~~12-twelve (12)~~ hour shift employees to work an average of forty-eight (48) hours per week. This is computed as follows:
- 365 Days a Year / by 28 day FLSA cycle = 13.036 Cycles per Year
13.036 Cycles per year X 16 work shifts per cycle = 208.58 shifts per Year
208.58 shifts per year x 12 hours per shift = 2502.96 hours per year
2502.96 Hours per year / 52.14 Weeks per Year = 48 Hours per Week
- 21.2.4 The shift rotation for D shift is Sunday thru Wednesday. The D shift schedule will include a rotation where the employee will work every third Saturday, and be off every fourth Sunday. The shift rotation for E shift is Wednesday thru Saturday. The E shift schedule will include a rotation where the employee will work every third Sunday, and be off every fourth Saturday. Every Wednesday both D and E shift will be scheduled to work.

ARTICLE 22: ~~ATTACHED ARE SAMPLE SCHEDULES.~~ARTICLE 23-- CALLBACK

- 22.1 Callback worked in responding to any emergency situation shall be paid at callback rate. This is calculated by taking the annual base salary and dividing it by two thousand eighty (2,080-) hours and multiplying by one and one-half (1.5-).
- 22.2 When an employee is called back to work for an emergency situation, the employee shall be paid two (2) hours or the actual time worked rounded to the

next hour if greater than two (2) hours at the callback rate except as provided for in section d.

- 22.3 An emergency situation shall be defined as response to alarms or an operational need resulting in less than one (1) hour notice. This provision does not apply to staffing needs, such as backfill for employees on sick leave. If an employee is held over from their assigned shift in a crucial situation, the employee shall be paid one (1) hour or the actual time worked rounded to the next hour if greater than one (1) hour at the callback rate.
- 22.4 If an employee is released from the callback or emergency situation, and then accepts another callback within two (2) hours from the initial dispatch time of the first call, the employee shall be paid a minimum of one (1) hour.
- 22.5 Callback (Standbys) will be requested when there are no fully-staffed ALS units available. Bargaining unit members may voluntarily ~~be available respond~~ for callback if they are within ~~40~~ten (10) minute drive time to the Main Fire Station.

ARTICLE 23: ~~ARTICLE 24 -- WHEN THE RESPONDING UNIT REQUESTS THE NUMBER OF CALLBACKS, THE DISPATCHER SHALL CONDUCT A BATCH PAGE. THOSE MEMBERS AVAILABLE AND QUALIFIED MAY CALL THE DISPATCHER AND NOTIFY THE DISPATCHER THAT THEY ARE AVAILABLE. THE DISPATCHER WILL COMPARE THE CALLBACK ORDER LIST WITH THE RESPONDENTS AND SELECT THE NUMBER OF CALLBACKS NEEDED WHO RANK HIGHEST ON THE LIST. A BATCH PAGE WILL DESIGNATE THOSE INDIVIDUALS FOR CALLBACK.~~ VERTIME, EXTRA SHIFT AND COURT APPEARANCES

- 23.1 ~~24~~ 24-Hour Shift Overtime. All overtime assigned shall be paid in ~~30~~thirty (30) minute increments. The overtime rate shall be established by taking the annual hours (~~2599.2~~2575.2) and dividing it into the annual base salary and multiplying the rate by 1.5.
- 23.2 ~~12~~ 12-Hour Shift Overtime. All overtime assigned shall be paid in ~~30~~thirty (30) minute increments. The overtime rate shall be established by taking the annual hours (2503) and dividing it into the annual base salary and multiplying the rate by ~~1.5~~one and one-half (1.5).

~~Force Hire.~~ If a vacancy exists in the upcoming 48 hours, off going employees are assigned by a shift lieutenant to slot one (first 24 hours) and slot two (second 24 hours) respectively, according to force hire list, to fulfill classification qualifications for each position. ~~The force hire list automatically moves the person who was last force hired to the bottom of the list.~~

- 23.3 Force Hire. If a vacancy exists that is not filled voluntarily, force hire will be administered. After a reasonable amount of time has passed for voluntary signups, eligible employees will be contacted in order from the top to bottom on

the revolving Force Hire list. Once assigned to a force hire slot, the employee's name will be moved to the bottom of the next number category and their force hire date changed. Employees who are newly eligible for force hire will be placed at the top of the first number category which contains at least three names. Employees who are on Kelly Day, vacation, or trade will be bumped to the bottom of the list while in that status.

Station One	Minimum of one Lieutenant <u>Upgrade Captain</u>
Station Two	Minimum of one Upgrade Lieutenant
Station Three	Minimum of one Upgrade Lieutenant
Qualifications	Each station will have two IAFF bargaining unit members. One employee must be a paramedic.

- 23.4 Extra Shift. Employees who are required to work extra shifts due to vacations, sickness, or other types of leave granted by the City, shall be paid at the overtime rate as defined in this article.
- 23.5 Court Appearances. Any bargaining unit employee who, as a result of their fire department duties, is required to appear before a court or other judicial body as a witness, shall be allowed an authorized leave with pay. Reimbursement from the court for services provided (other than mileage reimbursement) are to be remitted to the City. If the employee is off duty when serving as a witness, the employee shall be paid the applicable overtime rate.

ARTICLE 24: ~~ARTICLE 25~~--UNION ACTIVITIES

- 24.1 ~~SECTION 1~~ The City agrees that during working hours, on the City's premises, and without loss of pay, Union officials and elected representatives shall be allowed reasonable time to attend negotiating sessions with the City and to transmit communications as authorized by the Union to the City and other Union members.
- 24.2 ~~SECTION 2~~ The City agrees to allow time off with pay for employees who are elected Union representatives and who are conducting business vital to the Union members, provided prior approval from the Fire Chief or the Chief's designee has been given and minimum staffing levels are maintained, so as not to incur a vacancy requiring overtime staffing. The maximum allowable leave under this section shall be a total of one hundred forty-four (144-) hours per year for all union officers.
- 24.3 ~~SECTION 3~~ For the purpose of this Article, the Union agrees to forward to the City a list of the elected Union representatives and their term.

ARTICLE 25: ~~ARTICLE 26~~--LONGEVITY

~~Each bargaining unit employee shall be paid at the rate of two dollars (\$2.00) per year of service per month. Longevity is to be added to the base pay regardless of rank or position in the Fire Department. Longevity is to start after five (5) years of service and shall run through the twentieth (20th) year. An employee who exceeds twenty (20) years of employment shall receive longevity based upon twenty (20) years.~~

- 25.1 Each bargaining unit employee shall be paid longevity compensation according to the table below. Longevity pay shall be included in the regular rate of pay for the purposes of computing overtime pay.

<u>Completed Months of Service</u>	<u>Percentage of Top Step FF Wage</u>
<u>96</u>	<u>1%</u>
<u>120</u>	<u>1.5%</u>
<u>180</u>	<u>1.75%</u>
<u>240</u>	<u>2%</u>

ARTICLE 26: ~~ARTICLE 27~~--UNIFORMS AND PROTECTIVE CLOTHING

- 26.1 As a condition of employment, the City agrees to provide protective clothing as required and to provide any other uniform or clothing required by the City to be worn while on duty and to replace any part of the required clothing as the need arises. The City acknowledges the provisions of WAC 296-305 pertaining to uniforms and protective clothing. The City will provide ~~uniform~~-cleaning service for ~~all bargaining unit members for uniform needs~~class A uniforms worn during department authorized functions.

ARTICLE 27: ~~ARTICLE 28~~--DEFERRED COMPENSATION

- 27.1 The City agrees to match each participating member's deferred compensation contribution up to 3.0% of the top step ~~5~~-firefighter wages per pay period.
- 27.2 The City will make the contribution directly into the employee's deferred compensation account.
- 27.3 For an employee to receive the maximum annual City contribution, the employee must contribute at least the amount referenced above in each pay period.

ARTICLE 28: ~~ARTICLE 29~~--HEALTH AND WELFARE INSURANCE

~~Medical Insurance Plans~~

- 28.1 ~~2018-2019-2020 Medical Insurance Plans.~~ For the ~~2018-2020-2022-2025~~ calendar years, the City will provide employees with the following plans: Regence Healthfirst High Deductible Health Plan, Kaiser Permanente High Deductible Health Plan, Regence Healthfirst \$250 plan, or Kaiser Permanente Access PPO, all as offered through the Association of Washington Cities Benefit Trust.
- 28.2 Premiums.
- 28.2.1 For employees choosing the HealthFirst \$250 deductible plan, the City will pay one hundred percent (100%-) of the premiums for the employee and 90% of the premiums for dependents.
- 28.2.2 For employees choosing the Kaiser Permanente PPO \$250 deductible plan, the City will pay one hundred percent (100%-) of the premiums for the employee and ninety percent (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 Healthfirst \$250 plan to be paid on each pay period.
- 28.2.3 The City will pay one hundred percent (100%-) of the premium costs of medical insurance for employees and their dependents who select a High Deductible Health Plan.
- (a) For employees enrolled on a High Deductible Health Plan, the City will contribute fifty percent (50%) of the premium cost savings between the High Deductible Plan and the Healthfirst \$250 plan to be contributed into the employee's HSA on each pay period.
- (b) 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~~ forty (40) hours. The IRS determines the inflation adjusted HSA contribution maximum.
- 28.2.4 For employees enrolled on Dual Insurance, the employee will receive an incentive equivalent to fifty percent (50%-) of the lowest cost \$250 deductible premiums that the City would otherwise contribute to health insure the dependents.
- 28.3 Other insurance ~~benefits~~ Benefits. For the term of this Agreement only, the Employer agrees to pay the premiums for Dental Plan ~~A in 2018 and Dental Plan E beginning in 2019~~, Orthodontia Plan IV, and \$10 copay Vision plans offered by the Employer.
- 28.4 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 co-pays, deductibles and plan administration procedures.

The City shall give the Union notice of the proposed changes at least ~~60~~sixty (60) days before the effective date, or as much time as is reasonably practicable, and an opportunity for input before the changes are finalized and to bargain any impact.

- 28.5 Medical Expense Reimbursement Plan-. The City shall make monthly deductions of \$200.00 on a pre-tax basis from the base salary ~~of each IAFF 1537 employee to for each employee's participation in~~ the Washington State Council of Firefighters Employee Benefit Trust. Through payroll deduction the funds will directly transfer to the Benefit Trust at no cost to the City of Anacortes or the IAFF. The trust is an established Medical Expense Reimbursement Plan following IRS guidelines. The Trust shall remain separate and apart from any City health insurance funding program unless changed by mutual agreement of the parties to this agreement. The monthly contribution rate of \$200.00 per employee shall be split in half and deducted from each employee's paycheck on a pre-tax basis. The ~~union~~Union shall have the option to adjust the contribution rate on January 1st of each year and shall notify the City of Anacortes of the change ~~30-thirty~~ (30) days prior to the change.

- 28.6 Life Insurance. The City will provide a \$75,000 group life insurance policy for each employee with the beneficiary designated by the employee

ARTICLE 29: ~~ARTICLE 30~~--WORK CONTINUATION

- 29.1 The City and the Union agree that the public interest requires efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slow-down, 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 Union agrees to take appropriate steps to end such interference. Any concerted action by any ~~employee in any~~ bargaining unit members shall be deemed a work stoppage if any of the above activities have occurred. Notwithstanding the provisions of RCW 41.56.450, ~~et. et.~~ seq., bargaining unit employees shall have access to binding interest arbitration.

ARTICLE 30: ~~ARTICLE 31~~--CONTRACTING OUT

- 30.1 The City agrees to abide by the rules established by the Public Employment Relations Commission if a decision is made to consider the contracting out of services presently provided by bargaining unit members ~~of the Bargaining Unit~~ who are represented by the International Association of Fire Fighters Local 1537 and covered by the Collective Bargaining Agreement with the City of Anacortes

ARTICLE 31: ~~ARTICLE 32~~-- SAVING CLAUSE

31.1 If any provisions of this Agreement or the application of such provisions should be declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 32: COMPENSATION

~~ARTICLE 33-- SALARY ADVANCEMENT~~

32.1 ~~SECTION 1--Step Progression.~~ 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 receive a performance appraisal prior to advancing to the next proficiency level:

Proficiency Levels

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter	Hiring rate	After 12 months	After 2 years service	After 3 years service	After 4 years service
Lieutenant	Probationary Wage (6% above top step firefighter)	After 12 months	After 2 years service		
Paramedic Premium (10%)					
<u>Captain</u>	<u>Probationary Wage (3% above top step lieutenant)</u>	<u>After 12 months</u>	<u>After 2 years service</u>		

32.2 ~~SECTION 2~~ Wage Increases--.

<u>January 1, 2022</u>	<u>5.0%</u>
<u>2018</u>	<u>2.0% cost of living increase</u>
<u>2019 January 1, 2023</u>	<u>2.0% cost of living increase</u>
<u>2020 July 1, 2023</u>	<u>2.0% cost of living increase</u>
<u>January 1, 2024</u>	<u>2.0%</u>
<u>July 1, 2024</u>	<u>2.0%</u>
<u>January 1, 2025</u>	<u>100% of the Seattle-Tacoma-Bellevue CPI-W (June 2023-June 2024), with a</u>

minimum of 2.0% and a maximum of 4.0%

32.3 Education Premium. Employees who have earned an AA degree in Fire Command Administration, Fire Science, Fire Service Administration, EMS emergency service, or a BA/BS degree in any discipline, from an accredited institution of higher education will receive premium pay at a rate of two percent (2.0%) of the Top Step Firefighter wage rate. Education incentive shall be included in the regular rate of pay for the purposes of computing overtime pay.

32.4 OTEP Training. OTEP and continuing education training is required by the Skagit County MPD in order to maintain EMT and Paramedic certifications. It is incumbent on the employee to complete these requirements while on duty whenever possible. Any required training which is not available while an employee is on duty shall be compensated at the employee's regular overtime rate of pay.

~~SECTION 3 All sections of this Article shall be incorporated into Addendum A Wage Grid.~~

ARTICLE 33: ~~ARTICLE 34~~ TOBACCO USE

33.1 The City ~~of Anacortes~~ complies with all applicable federal, state, and local regulations regarding smoking 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.

33.2 Smoking 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 smoking 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 34: ~~ARTICLE 35~~ LABOR MANAGEMENT COMMITTEE

34.1 There shall be a Fire Department Labor - Management Committee consisting of three (3) Union representatives appointed by the Union and three Management representatives appointed by the Employer. The committee shall meet on request of either party to discuss all matters of mutual concern. Matters considered to be Mandatory Subjects of Bargaining may only be amended or modified through the appropriate Collective Bargaining Process.

ARTICLE 35: DISCIPLINE

ARTICLE 36 –DISCIPLINE

35.1 Employees may be disciplined or discharged with just cause. Discipline should be applied at progressive and escalating levels to allow the employee proper notice of misconduct and an opportunity to improve performance. The level or degree of discipline imposed shall be appropriately based on the employee's prior record of service, length of service, severity of offense and prior record of discipline.

35.2 Disciplinary action or measures may include the following:

verbal counseling

- oral reprimand
- written reprimand
- suspension
- reduction in rank
- discharge

Additional forms of discipline may be used if mutually agreeable to the Employer and the Union. Counseling is not considered to be discipline.

35.3 ~~Except as provided in (e) prior~~ Prior to the imposition of any discipline other than verbal counseling an oral or written reprimand, ~~the employee shall be provided a copy of the alleged violation and all relevant documents the Employer has in their possession. In addition, the Employer shall hold a pre-disciplinary hearing no sooner than ten (10) business days from the time the employee was notified of the alleged violation. At this~~ Employees and the Union shall be provided with a copy of the alleged violation(s) that are being considered as a basis for potential discipline, and copies of all documents upon which the proposed discipline is based, at least four (4) business days prior to the pre-disciplinary hearing. At the pre-disciplinary hearing the employee will be given an opportunity to present their side of the issue.

~~The employee shall be entitled to have union and/or legal representation present at any meeting held with the Employer to discuss potential disciplinary action against the employee.~~

~~The employer may suspend an employee with pay pending a final decision as to the appropriate discipline resulting from the pre-disciplinary hearing.~~

35.4 ~~The employee shall have the right to inspect the full contents of their personnel file.~~ Employees have the right to a union representative and union legal

representative present during interviews or meetings where they believe that discipline or termination may result. ~~Reprimands will not~~

35.5 The Employer may place employees on paid administrative leave during disciplinary investigations if the employer in good faith believes that doing so will enhance the operational efficiency of the Fire Department and/or be of assistance to the investigation while the investigation is ongoing. Employees on paid administrative leave must remain available during their normal hours of work. Paid administrative leave is not discipline and is not subject to the grievance procedure.

~~35.6 be placed in an employee's personnel file without the employee having received a copy. When a record of disciplinary action is placed in an employee's personnel file, the union will be promptly notified of the employee involved and the disciplinary action taken. An employee who disagrees with the validity of any complaint added to the file shall have the opportunity to challenge said complaint under the grievance procedure herein. The employee shall be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document. The employee shall have the right to inspect the full contents of their personnel file. No documents related to performance or discipline will be placed in an employee's personnel file without the employee having received a copy. The Union will be provided with a copy of disciplinary documents issued to employees promptly following issuance of the discipline. All disciplinary actions may be challenged under the grievance procedure herein. The employee may be required to sign any disciplinary action but only for the purpose of acknowledging that they have read the contents of the document.~~

35.7 Record Retention.

~~35.7.1 A Oral and/or written reprimand reprimands will be removed from an employee's personnel file after three (3) years from the date said action was finalized unless: the employee receives another reprimand (or more serious discipline) during the initial three (3) year period referred to above, in which case the earlier reprimand will be retained in the personnel file for an additional one hundred eighty (180) days from the date of the latest reprimand or more serious discipline. (Meaning a reprimand will remain in a personnel file for a maximum length of 3 years and 180 days.)~~

~~The Fire Chief, at his discretion, agrees to remove the written reprimand after two (2) years, upon being requested to do so by the employee; or~~

~~The employees receives another written reprimand (or more serious discipline) during the initial three (3) year period referred to above, in which case the earlier written reprimand will be retained in the personnel file for an additional 180 days from the date of the latest written reprimand or more serious discipline. (Meaning a written reprimand will remain in a personnel file for a maximum length of 3 years and 180 days.)~~

35.7.2 Reprimands that have been expunged pursuant to (g) may not be used in consideration of future discipline. Such records may be retained by the City outside of the employee's personnel file if the City deems it necessary to respond to potential litigation or comply with legal requirements.

35.7.3 Records of demotion or suspension are permanently retained in an employee's personnel file unless the demotion occurred as a result of the employees' failure to meet initial probationary standards following promotion, rather than as a result of a serious and specific disciplinary action. If an employee is demoted for failure to meet probationary standards, records of that demotion shall be expunged pursuant to the same rules as for a ~~written~~-reprimand.

~~Reprimands or discipline resulting from serious infractions against members of the public or other City employees such as discrimination, sexual harassment, or moral turpitude shall be expunged, but may be retained in the City investigation files.~~

35.8 ~~h)~~—It is the Employer's sole determination as to whether or not an employee suspended without pay may be allowed to forfeit accrued vacation or compensatory time off in lieu of the suspension of pay.

ARTICLE 36: ~~ARTICLE 37~~ — FITNESS/WELLNESS

36.1 Physical fitness in one of the department's priorities; however, operational readiness, training, fire inspection/prevention, hydrant inspection, and other activities assigned by the Chief take precedence. Physical fitness activities are allowed for a maximum of 1 hour per person, per shift which includes dress-down, workout, and clean-up activities. The shift officer is tasked with scheduling the physical fitness period in coordination with the department's activities and the other station officer's activities to ensure the most efficient operation of the department. ~~To be eligible to work out during structured work time employees must be meeting the department's performance measures.~~

36.2 Structured work time occurs between 0800 and 1730.

[36.3](#) A joint labor/management wellness committee shall be formed to develop, implement, and supervise a jointly approved wellness/fitness program. The committee shall use the components and resources of the IAFF/IAFC Joint Labor Management Wellness/Fitness Initiative as a guideline and the published WSCFF Healthy In/Healthy Out guidelines. The committee shall consist of up to two (2) management representatives appointed by the Chief, and two (2) representatives appointed by the Union. The City shall pay for the training and certification of no less than three PEER fitness trainers prior to the end of 2023.

~~The City will pay up to \$50.00/month for the entire department to have access to floating memberships for union members who wish to attend Thrive Fitness.~~

ARTICLE 37: ~~ARTICLE 38~~—FIRE INSPECTION CERTIFICATION

- 37.1 Employees who maintain ICC-, IFSAC or other department approved certification for fire inspections are eligible to receive a \$60.00 monthly premium. The assigned station 29-2 officer is responsible for ensuring that their shift completes fifteen monthly inspection activities. If the minimum is not achieved, payroll will be notified and the premium will not be issued to that shift for that period. City will provide initial and ongoing training for fire inspector certifications.

ARTICLE 38: ~~ARTICLE 39~~—RESPIRATORY STANDARDS MEDICAL PROCEDURES

- 38.1 The City will determine which Occupational Physician will perform the required examinations and pay for the full cost of the visits. The City agrees to accept input from the Union on the selection of the examiner.
- 38.2 In the case where the City-chosen examiner has determined that the employee is not fit for duty, the employee at their expense may seek a second opinion from their personal physician. In the case of two (2) conflicting opinions, the City and union will select a third (3rd) examiner for a final decision on the matter. The City shall bear the cost of the third examiner.

ARTICLE 39: ~~ARTICLE 40~~—EMERGENCY MOBILIZATION

- 39.1 Any employee working during an emergency mobilization for which the City will be reimbursed by the State or Federal Government or any other outside agency or agencies shall be compensated per Article 24-23 for the time worked during the mobilization. Employees who are required to participate in such a mobilization shall be paid from the time of departure from the Anacortes Fire Department up until the Employee(s) return from the mobilization and arrival back at the Anacortes Fire Department and are released from duty. Employees who volunteer to participate in an emergency mobilization will be compensated in accordance with the Washington State Fire Services Resource Mobilization Plan.

ARTICLE 40: ~~ARTICLE 41~~—DRUGS, ALCOHOL, & NARCOTICS

- 40.1 The City of Anacortes and IAFF 1537 are dedicated to providing safe and dependable services to our community. City of Anacortes employees are our most valuable resource and it is our goal to provide a healthy, satisfying work environment. It is agreed that the City's most current drug, alcohol, and narcotic policies will be the basis for any testing requirements.

ARTICLE 41: ~~ARTICLE 42~~—DURATION AND TERMINATION

- 41.1 This Agreement shall remain in full force and effect from January 1, 2018-2022 through December 31, 2020-2025. No provision of this Agreement shall waive the City's obligation to bargain over any subject or matter not referred to or covered in this Agreement which is a mandatory subject of bargaining.

THIS AGREEMENT is hereby approved and signed this ____ day of _____.

~~INTERNATIONAL ASSOCIATION OF~~ _____ ~~CITY OF ANACORTES,~~
~~WASHINGTON~~
~~FIRE FIGHTERS LOCAL NO. 1537~~

By _____

By _____

~~Steven Monrad- President~~
~~Mayor~~

~~Laurie M. Gere-~~

~~Emily C. Schuh~~

~~Admin Services Director~~

ATTEST:

By _____

~~Steve Heglund- City Clerk~~

INTERNATIONAL ASSOCIATION OF
WASHINGTON
FIRE FIGHTERS LOCAL NO. 1537

By _____
Qben Oliver – President

CITY OF ANACORTES

By _____
Matt Miller - Mayor

By _____
Emily C. Schuh
Admin Services Director

ATTEST:

By _____
Steve Hoglund- City Clerk

ADDENDUM A ~~Wage Grids:~~ WAGE GRIDS

2018-2022 Wage Schedule 25.0% Wage Increase

***Scheduled work hours changed from 2608 to 2599.2 in 2018 to 2575.2 in 2022 with implementation of 48/96 sche
Day in 2021***

Firefighter	Grade 12F1	Step 1	Step 2	Step 3	Step 4
12 hour shift	Monthly	<u>6,129.526,829.93</u>	<u>6,313.417,034.83</u>	<u>6,502.817,245.88</u>	<u>6,697.897,463.25</u>
	Hourly	<u>29.3932.74</u>	<u>30.2733.73</u>	<u>31.1834.74</u>	<u>32.1135.78</u>
	Call Back	<u>53.0459.11</u>	<u>54.6460.88</u>	<u>56.2762.70</u>	<u>57.9664.59</u>
	Overtime	<u>44.0849.12</u>	<u>45.4050.59</u>	<u>46.7652.11</u>	<u>48.1753.67</u>
	Annual	<u>73,554.2681,959.19</u>	<u>75,760.8984,417.97</u>	<u>78,033.7286,950.51</u>	<u>80,374.7389,559.02</u>
Firefighter	Grade 24F1	Step 1	Step 2	Step 3	Step 4
24 hour shift	Monthly	<u>6,129.526,829.93</u>	<u>6,313.417,034.83</u>	<u>6,502.817,245.88</u>	<u>6,697.897,463.25</u>
	Hourly	<u>28.3031.83</u>	<u>29.1532.78</u>	<u>30.0233.76</u>	<u>30.9234.78</u>
	Call Back	<u>53.0459.11</u>	<u>54.6460.88</u>	<u>56.2762.70</u>	<u>57.9664.59</u>
	Overtime	<u>42.4547.74</u>	<u>43.7249.17</u>	<u>45.0350.65</u>	<u>46.3852.17</u>
	Annual	<u>73,554.2681,959.19</u>	<u>75,760.8984,417.97</u>	<u>78,033.7286,950.51</u>	<u>80,374.7389,559.02</u>

Lieutenant	Grade F2	Step 1	Step 2	Step 3
<u>24 hour shift</u>	Monthly	<u>7,290.278,148.38</u>	<u>7,508.988,392.83</u>	<u>7,734.258,644.61</u>
	Hourly	<u>33.6637.97</u>	<u>34.6739.11</u>	<u>35.7140.28</u>
	Call Back	<u>63.0970.51</u>	<u>64.9872.63</u>	<u>66.9374.81</u>
	Overtime	<u>50.4956.96</u>	<u>52.0058.66</u>	<u>53.5660.42</u>
	Annual	<u>97,780.54</u>	<u>100,713.96</u>	<u>103,735.38</u>

Captain	Grade F3	Step 1	Step 2	Step 3
<u>24 hour shift</u>	Monthly	<u>8,903.95</u>	<u>9,171.07</u>	<u>9,446.20</u>
	Hourly	<u>41.49</u>	<u>42.74</u>	<u>44.02</u>
	Call Back	<u>77.05</u>	<u>79.37</u>	<u>81.75</u>
	Overtime	<u>62.24</u>	<u>64.10</u>	<u>66.03</u>
	Annual	<u>-87,483.23</u> <u>106,847.44</u>	<u>-90,107.72</u> <u>110,052.86</u>	<u>-92,810.96</u> <u>113,354.45</u>

2019 January 1 - June 30, 2023 Wage Schedule 2.0% Wage Increase

Firefighter 12 hour shift	Grade 12F1	Step 1	Step 2	Step 3	Step 4	Step 5
	Monthly	6,252.146,966.53	6,439.687,175.53	6,632.877,390.79	6,831.857,612.52	7,031.837,834.25
	Hourly	29.9733.40	30.8734.40	31.8035.43	32.7536.50	33.6937.57
	Call Back	54.1060.29	55.7362.10	57.4063.96	59.1265.88	60.8467.80
	Overtime	44.9650.10	46.3451.60	47.7053.15	49.1354.74	50.5656.33
	Annual	75,025.3583,598.38	77,276.1186,106.33	79,594.3988,689.52	81,982.2391,350.20	84,370.1194,010.88
Firefighter 24 hour shift	Grade 24F1	Step 1	Step 2	Step 3	Step 4	Step 5
	Monthly	6,252.146,966.53	6,439.687,175.53	6,632.877,390.79	6,831.857,612.52	7,031.837,834.25
	Hourly	28.8632.46	29.7333.44	30.6234.44	31.5435.47	32.4636.50
	Call Back	54.1060.29	55.7362.10	57.4063.96	59.1265.88	60.8467.80
	Overtime	43.3048.69	44.6050.16	45.9351.66	47.3153.21	48.6954.74
	Annual	75,025.3583,598.38	77,276.1186,106.33	79,594.3988,689.52	81,982.2391,350.20	84,370.1194,010.88

Lieutenant <u>24 hour shift</u>	Grade F2	Step 1	Step 2	Step 3
	Monthly	7,436.078,311.35	7,659.168,560.69	7,888.938,817.51
	Hourly	34.3338.73	35.3639.89	36.4241.09
	Call Back	64.3571.93	66.2874.08	68.2776.31
	Overtime	51.5058.09	53.0459.84	54.6361.63
	Annual	89,232.89 99,736.15	91,909.88 102,728.24	94,667.17 105,810.08

Captain <u>24 hour shift</u>	Grade F3	Step 1	Step 2	Step 3
	Monthly	9,082.03	9,354.49	9,635.13
	Hourly	42.32	43.59	44.90
	Call Back	78.59	80.95	83.38
	Overtime	63.48	65.39	67.35
	Annual	108,984.39	112,253.92	115,621.54

July 1 - December 31, 2023 Wage Schedule 2.0% Wage Increase

<u>Firefighter</u> <u>12 hour</u> <u>shift</u>	<u>Grade</u> <u>12F1</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
	<u>Monthly</u>	<u>7,105.86</u>	<u>7,319.04</u>	<u>7,538.61</u>	<u>7,764.77</u>	<u>7,997.71</u>
	<u>Hourly</u>	<u>34.07</u>	<u>35.09</u>	<u>36.14</u>	<u>37.23</u>	<u>38.34</u>
	<u>Call Back</u>	<u>61.49</u>	<u>63.34</u>	<u>65.24</u>	<u>67.20</u>	<u>69.21</u>
	<u>Overtime</u>	<u>51.10</u>	<u>52.63</u>	<u>54.21</u>	<u>55.84</u>	<u>57.51</u>
	<u>Annual</u>	<u>85,270.34</u>	<u>87,828.45</u>	<u>90,463.31</u>	<u>93,177.21</u>	<u>95,972.52</u>

<u>Firefighter</u> <u>24 hour</u> <u>shift</u>	<u>Grade</u> <u>24F1</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
	<u>Monthly</u>	<u>7,105.86</u>	<u>7,319.04</u>	<u>7,538.61</u>	<u>7,764.77</u>	<u>7,997.71</u>
	<u>Hourly</u>	<u>33.11</u>	<u>34.11</u>	<u>35.13</u>	<u>36.18</u>	<u>37.27</u>
	<u>Call Back</u>	<u>61.49</u>	<u>63.34</u>	<u>65.24</u>	<u>67.20</u>	<u>69.21</u>
	<u>Overtime</u>	<u>49.67</u>	<u>51.16</u>	<u>52.69</u>	<u>54.27</u>	<u>55.90</u>
	<u>Annual</u>	<u>85,270.34</u>	<u>87,828.45</u>	<u>90,463.31</u>	<u>93,177.21</u>	<u>95,972.52</u>

<u>Lieutenant</u> <u>24 hour</u> <u>shift</u>	<u>Grade F2</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
	<u>Monthly</u>	<u>8,477.57</u>	<u>8,731.90</u>	<u>8,993.86</u>
	<u>Hourly</u>	<u>39.50</u>	<u>40.69</u>	<u>41.91</u>
	<u>Call Back</u>	<u>73.36</u>	<u>75.56</u>	<u>77.83</u>
	<u>Overtime</u>	<u>59.26</u>	<u>61.03</u>	<u>62.86</u>
	<u>Annual</u>	<u>101,730.88</u>	<u>104,782.80</u>	<u>107,926.29</u>

<u>Captain</u> <u>24 hour</u> <u>shift</u>	<u>Grade F3</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
	<u>Monthly</u>	<u>9,263.67</u>	<u>9,541.58</u>	<u>9,827.83</u>
	<u>Hourly</u>	<u>43.17</u>	<u>44.46</u>	<u>45.80</u>
	<u>Call Back</u>	<u>80.17</u>	<u>82.57</u>	<u>85.05</u>
	<u>Overtime</u>	<u>64.75</u>	<u>66.69</u>	<u>68.69</u>
	<u>Annual</u>	<u>111,164.07</u>	<u>114,499.00</u>	<u>117,933.97</u>

2020 January 1 - June 30, 2024 Wage Schedule 2.0% Wage Increase

Firefighter	Grade 12F1	Step 1	Step 2	Step 3	Step 4	Step 5
12 hour shift	Monthly	<u>6,377.157,247.98</u>	<u>6,568.477,465.42</u>	<u>6,765.527,689.38</u>	<u>6,968.497,920.06</u>	<u>7,171.468,150.74</u>
	Hourly	<u>30.5734.75</u>	<u>31.4935.79</u>	<u>32.4436.86</u>	<u>33.4137.97</u>	<u>34.3839.08</u>
	Call Back	<u>55.1962.72</u>	<u>56.8464.60</u>	<u>58.5566.54</u>	<u>60.3068.54</u>	<u>62.0570.54</u>
	Overtime	<u>45.8652.12</u>	<u>47.2453.69</u>	<u>48.6555.30</u>	<u>50.1156.96</u>	<u>51.5858.62</u>
	Annual	<u>76,525.8686,975.75</u>	<u>78,821.6389,585.02</u>	<u>81,186.2892,272.57</u>	<u>83,621.8795,040.75</u>	<u>86,047.4697,928.02</u>

Firefighter	Grade 24F1	Step 1	Step 2	Step 3	Step 4	Step 5
24 hour shift	Monthly	<u>6,377.157,247.98</u>	<u>6,568.477,465.42</u>	<u>6,765.527,689.38</u>	<u>6,968.497,920.06</u>	<u>7,171.468,150.74</u>
	Hourly	<u>29.4433.77</u>	<u>30.3334.79</u>	<u>31.2435.83</u>	<u>32.1736.91</u>	<u>33.1038.00</u>
	Call Back	<u>55.1962.72</u>	<u>56.8464.60</u>	<u>58.5566.54</u>	<u>60.3068.54</u>	<u>62.0570.54</u>
	Overtime	<u>44.1650.66</u>	<u>45.4952.18</u>	<u>46.8553.75</u>	<u>48.2655.36</u>	<u>49.6756.97</u>
	Annual	<u>76,525.8686,975.75</u>	<u>78,821.6389,585.02</u>	<u>81,186.2892,272.57</u>	<u>83,621.8795,040.75</u>	<u>86,047.4697,928.02</u>

Lieutenant	Grade F2	Step 1	Step 2	Step 3
<u>24 hour shift</u>	Monthly	<u>7,584.808,647.12</u>	<u>7,812.348,906.54</u>	<u>8,046.719,173.73</u>
	Hourly	<u>35.0240.29</u>	<u>36.0741.50</u>	<u>37.1542.75</u>
	Call Back	<u>65.6474.83</u>	<u>67.6177.08</u>	<u>69.6379.39</u>
	Overtime	<u>52.5360.44</u>	<u>54.1062.25</u>	<u>55.7364.12</u>
	Annual	<u>91,017.55</u> <u>103,765.49</u>	<u>93,748.08</u> <u>106,878.46</u>	<u>96,560.52</u> <u>110,084.81</u>

Captain	Grade F3	Step 1	Step 2	Step 3
<u>24 hour shift</u>	Monthly	<u>9,448.95</u>	<u>9,732.41</u>	<u>10,024.39</u>
	Hourly	<u>44.03</u>	<u>45.35</u>	<u>46.71</u>
	Call Back	<u>81.77</u>	<u>84.22</u>	<u>86.75</u>
	Overtime	<u>66.05</u>	<u>68.03</u>	<u>70.07</u>
	Annual	<u>113,387.36</u>	<u>116,788.98</u>	<u>120,292.65</u>

July 1 - December 31, 2024 Wage Schedule 2.0% Wage Increase

<u>Firefighter</u> <u>12 hour</u> <u>shift</u>	<u>Grade</u> <u>12F1</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
	<u>Monthly</u>	<u>7,392.94</u>	<u>7,614.73</u>	<u>7,843.17</u>	<u>8,078.46</u>	<u>8,320.82</u>
	<u>Hourly</u>	<u>35.44</u>	<u>36.51</u>	<u>37.60</u>	<u>38.73</u>	<u>39.89</u>
	<u>Call Back</u>	<u>63.98</u>	<u>65.90</u>	<u>67.87</u>	<u>69.91</u>	<u>72.01</u>
	<u>Overtime</u>	<u>53.17</u>	<u>54.76</u>	<u>56.40</u>	<u>58.10</u>	<u>59.84</u>
	<u>Annual</u>	<u>88,715.27</u>	<u>91,376.72</u>	<u>94,118.03</u>	<u>96,941.57</u>	<u>99,849.81</u>

<u>Firefighter</u> <u>24 hour</u> <u>shift</u>	<u>Grade</u> <u>24F1</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
	<u>Monthly</u>	<u>7,392.94</u>	<u>7,614.73</u>	<u>7,843.17</u>	<u>8,078.46</u>	<u>8,320.82</u>
	<u>Hourly</u>	<u>34.45</u>	<u>35.48</u>	<u>36.55</u>	<u>37.64</u>	<u>38.77</u>
	<u>Call Back</u>	<u>63.98</u>	<u>65.90</u>	<u>67.87</u>	<u>69.91</u>	<u>72.01</u>
	<u>Overtime</u>	<u>51.67</u>	<u>53.23</u>	<u>54.82</u>	<u>56.47</u>	<u>58.16</u>
	<u>Annual</u>	<u>88,715.27</u>	<u>91,376.72</u>	<u>94,118.03</u>	<u>96,941.57</u>	<u>99,849.81</u>

<u>Lieutenant</u> <u>24 hour</u> <u>shift</u>	<u>Grade F2</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
	<u>Monthly</u>	<u>8,820.07</u>	<u>9,084.67</u>	<u>9,357.21</u>
	<u>Hourly</u>	<u>41.10</u>	<u>42.33</u>	<u>43.60</u>
	<u>Call Back</u>	<u>76.33</u>	<u>78.62</u>	<u>80.98</u>
	<u>Overtime</u>	<u>61.65</u>	<u>63.50</u>	<u>65.40</u>
	<u>Annual</u>	<u>105,840.80</u>	<u>109,016.03</u>	<u>112,286.51</u>

<u>Captain</u> <u>24 hour</u> <u>shift</u>	<u>Grade F3</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
	<u>Monthly</u>	<u>9,637.93</u>	<u>9,927.06</u>	<u>10,224.87</u>
	<u>Hourly</u>	<u>44.91</u>	<u>46.26</u>	<u>47.65</u>
	<u>Call Back</u>	<u>83.41</u>	<u>85.91</u>	<u>88.48</u>
	<u>Overtime</u>	<u>67.37</u>	<u>69.39</u>	<u>71.47</u>
	<u>Annual</u>	<u>115,655.10</u>	<u>119,124.76</u>	<u>122,698.50</u>

Memorandum of Understanding 48/96 Schedule Trial

November 8, 2017

Memorandum of Understanding

This Memorandum of Understanding is between the City of Anacortes and the International Association of Fire Fighters Local 1537.

Re: 48/96 Schedule Trial

~~BACKGROUND: Anacortes Firefighters are proposing a change from the current Modified Detroit schedule to a 48/96 schedule. The alternate schedule will be implemented on a trial basis.~~

~~Section I: Implementation~~

~~1. Effective December 29, 2017 the Anacortes Fire Department will implement, on a trial basis, the 48/96 work schedule. The trial period will be in effect until December 24, 2018. The trial period will allow both the Fire Department and its employees to accurately evaluate the merits of the work schedule throughout a calendar year.~~

~~2. If during the trial period, the Management or Union believe that the schedule is having a negative impact that cannot be resolved through the LMC, the schedule will revert to the Modified Detroit schedule. Local #1537 will assist in the re-selection of vacations if the Department reverts to the Modified Detroit schedule.~~

~~Potential impacts include but are not limited to~~

~~Excessive shift trades~~

~~Sick leave usage increases~~

~~Communication and project management coordination issues~~

~~Force hires~~

~~Fatigue~~

~~3. If both the Fire Department and Local #1537 wish to continue the schedule past December 24, 2018, a membership vote to adopt the schedule should be conducted prior to vacation selections in the fall of 2018 to minimize Fire Department administrative workload during vacation selections.~~

~~Section II: Work Period~~

~~1. The 48/96 shift schedule has each employee working two consecutive twenty-four hour shifts plus a 15 minute shift debriefing for a total of forty-eight hours and have ninety-six consecutive hours off duty. A typical work schedule is as follows: X = work day, O = day off XXOOOOXXOOOO (repeats).~~

~~2. A "shift" will consist of a 24 hour period.~~

~~3. A fifteen minute shift briefing is scheduled at each shift change.~~

~~3. Employees assigned to the 40-hour work schedule will not be affected by this agreement.~~

~~4. Overtime will be in accordance with the current Collective Bargaining Agreement.~~

Section III: Fair Labor Standards Act (FLSA)

~~1. The FLSA work period shall be changed from a 27-day period to a 24-day period beginning December 29, 2017 on a twelve-month trial basis. Should the 48/96 schedule be discontinued, the 24-day FLSA period shall return to a 27-day FLSA period. Maximum hours of work for a 24-day FLSA period is 182.~~

Dated this ____ day of _____, 2017.

By _____ By _____
Steven Monrad, IAFF 1537 President Laurie M. Gere, Mayor

By _____ By _____
Dan Lamp, IAFF 1537 Vice President Emily C. Schuh, Admin Services Director

By _____

Richard Curtis, Chief

ATTEST:

By _____
—Steve Hoglund, City Clerk



City Council Agenda Bill

Meeting Date: January 18, 2022 **Agenda Item:** 7.d.

Agenda Item Title: Resolution 3071: Legislative Priorities 2022

Staff Contact(s): Emily Schuh

Approved for Submittal to Council by **Action Type**

Emily Schuh

Resolution

STEVE HOGLUND

DARCY SWETNAM

Item Summary: Each year the City Council adopts legislative priorities which provide a focused direction for City staff and the Mayor when speaking with legislators.

Budget Impact:

Previous Action:

Recommended Motion: I move to approve Resolution 3071 establishing Anacortes' Legislative Priorities for the 2022 Legislative Session.

Alternative Actions: I move to approve Resolution 3071 establishing Anacortes' Legislative Priorities for the 2022 Legislative Session with these edits _____.

Attachments (listed in order presented):

1. Resolution 3071- Legislative Priorities 2022
2. Legislative Priorities 2022
3. Legislative Priorities Presentation
4. 2022 AWC City Legislative Priorities

RESOLUTION NO. 3071

**A RESOLUTION OF THE CITY OF ANACORTES, WASHINGTON,
APPROVING THE 2021 LEGISLATIVE PRIORITIES**

WHEREAS, during the 2022 Washington Legislative Session, the City Council desires to provide input to the Senators and Representatives who represent the City's constituents pertaining to the development of laws that will have a significant effect on the City's ability to provide a wide variety of services to its constituents; and

WHEREAS, the 2022 Legislative Priorities are the documents that set forth the City Council's policy position on broad public policy areas that are of concern to the City; and

WHEREAS, during the 2022 Legislative Session, proposed legislation in other areas of concern to the City will be monitored and reviewed with City Council when appropriate; and

WHEREAS, it is the intent of the City Council to take positions of support or opposition to proposed legislation impacting the City and to lobby the legislature based on these positions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, AS FOLLOWS:

1. The City's 2022 Legislative Priorities attached hereto and incorporated herein are hereby approved.
2. By adopting the 2022 Legislative Priorities, City Council may support or oppose proposed legislation consistent with these positions and direct staff to lobby on their behalf.

PASSED AND ADOPTED this ____ day of January 2022.

CITY OF ANACORTES, WASHINGTON

By: _____
Matt Miller, Mayor

ATTEST:

By: _____
Steven D. Hoglund, City Clerk

APPROVED AS TO FORM:

By: _____
Darcy Swetnam, City Attorney



LEGISLATIVE PRIORITIES

RESOLUTION NO: _____ ADOPTED: _____

GENERAL PRINCIPLES

Anacortes supports legislation to promote the City Council's goals and to protect the City's ability to provide basic services to its citizens.

- Protect shared state revenue sources available to the City and provide new revenue options and flexibility in the use of existing revenues.
- Support long-term sustainability efforts related to City financial, broadband, environmental and transportation goals.
- Support reestablishing the partnership between cities and the State to ensure that critical mandates are funded, and vital services are provided to all residents of the State.

LEGISLATIVE PRIORITIES



Improve Law Enforcement Public Policy Reforms

Address unintended consequences, conflicting provisions, and ambiguities in police reform laws to improve the public service of law enforcement.



Reduce Broadband Funding Limitations

Support broadband expansion and address ways to mitigate incumbent service providers ability to limit funding for additional network growth and furthering monopolistic service offerings for communities.



Ensure Infrastructure Funding

Provide flexible state and federal dollars through programs like the Public Works Assistance Account to help finance water and wastewater infrastructure.



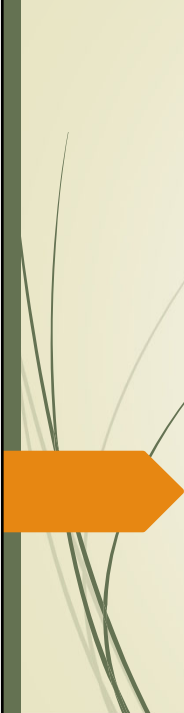
Protect Transportation Benefit District Funding Authority

Support expanded local authority for Transportation Benefit Districts so cities like Anacortes can continue using the sales tax funding tool beyond the current time limitations. Anacortes relies on this revenue as a sustainable funding source for ongoing transportation needs.



Pass a Transportation Package

Adopt a new transportation revenue package that emphasizes maintenance/preservation funding. Anacortes is specifically seeking funding to support Anacortes Commercial Avenue/HWY 20 Complete Streets Project which would include 23 blocks of pavement improvements, ADA accommodation, and enhances multi-modal and non-motorized use including bike lanes, sidewalks, pedestrian crossings, and plantings. The project upgrades stormwater management to reduce the environmental impact. Concrete asbestos water utilities will be replaced prior to resurfacing.




City of Anacortes Legislative Priorities Review

January 18, 2022

1




WA State Legislative Session Facts

- The Legislature begins each legislative session annually on the second Monday in January.
- In odd-numbered years, such as when the state budget is debated upon, the State Legislature meets for 105 days, and in even-numbered years, it meets for 60 days
- In 2022, the legislature will be in session from January 10, 2022 through March 10, 2022

2

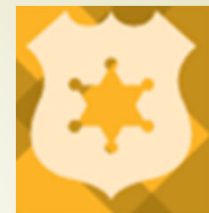
Why City Legislative Priorities?

- Cities house 65 percent of the state's residents, drive its economy, and provide the most accessible government.
- Anacortes legislative priorities provide a focused direction for City staff and the Mayor when speaking with legislators



3

Top Priorities for Anacortes



■ **Improve Law Enforcement Public Policy Reforms**

Address unintended consequences, conflicting provisions, and ambiguities in police reform laws to improve the public service of law enforcement

4

Top Priorities for Anacortes

Reducing Broadband Funding Limitations

Anacortes is making significant infrastructure investments to provide a community-wide fiber broadband system for business and residential internet service.

Support broadband expansion and address ways to mitigate incumbent service providers ability to limit funding for additional network growth furthering monopolistic service offerings for communities



5

Top Priorities for Anacortes

Ensure Infrastructure Funding

- Provide flexible state and federal dollars through programs like the Public Works Assistance Account to help finance water and wastewater infrastructure



6

Top Priorities for Anacortes

Protect Transportation Benefit District Funding Authority

- Support expanded local authority for Transportation Benefit Districts so cities like Anacortes can continue using the sales tax funding tool beyond the current time limitations. Anacortes relies on this revenue as a sustainable funding source for ongoing transportation needs.



7

Top Priorities for Anacortes

Pass a Transportation Package

Anacortes is specifically seeking funding to support Anacortes Commercial Avenue/HWY 20 Complete Streets Project which would include 23 blocks of pavement improvements, ADA accommodation, and enhances multi-modal and non-motorized use including bike lanes, sidewalks, pedestrian crossings, and plantings. The project upgrades stormwater management to reduce the environmental impact. Concrete asbestos water utilities will be replaced prior to resurfacing.



8



Anacortes supports legislation to

Promote the City Council's goals and to protect the City's ability to provide basic services to its citizens.

- Protect shared state revenue sources available to the City and provide new revenue options and flexibility in the use of existing revenues.
- Support long-term sustainability efforts related to City financial, broadband, environmental and transportation goals.
- Support reestablishing the partnership between cities and the State to ensure that critical mandates are funded, and vital services are provided to all residents of the State.

2022 City Legislative Priorities

Cities are home to **65%** of the state's residents, drive the economy, and provide the most accessible government. The continued success of cities depends on adequate resources and local decision-making to best meet the needs of our shared residents.

Washington's 281 cities ask the Legislature to partner with cities and take action on the following priorities—because strong cities make a great state.



Ensure basic infrastructure funding

Provide flexible state and federal dollars through programs like the Public Works Assistance Account to help cities finance basic infrastructure such as drinking water and wastewater.

Basic infrastructure is the key to our robust state economy and protecting our environment. Nearly **\$900 million** in local infrastructure projects are currently halted due to lack of funding. State investment in local infrastructure is critical to ensuring reliable, equitable, safe, and affordable service to support our residents, businesses, and environment.



Protect Transportation Benefit District funding authority

Support expanded local authority for Transportation Benefit Districts (TBDs) so cities can continue using the sales tax funding tool beyond the current time limitations.

Cities largely fund their transportation systems locally. In fact, **79%** of funding comes from local sources, such as Transportation Benefit Districts. TBDs are a crucial funding tool for critical transportation needs. TBD revenue authority must continue as a sustainable funding source for ongoing transportation needs.



Pass a transportation package

Adopt a new transportation revenue package that emphasizes maintenance/preservation funding and provides an equitable level of local funding and additional long-term, sustainable revenue options for cities.

City streets accommodate **26%** of all vehicle miles traveled and cities are responsible for many aspects of the transportation system beyond local streets. This includes sidewalks, pedestrian and bicycle infrastructure, some aspects of state highways, stormwater infrastructure, and other utilities. Cities largely fund these needs locally with only **13%** of funding coming from the state and **8%** from federal sources. Pass a statewide transportation package that addresses local transportation needs to keep our state moving.

AWC's advocacy is guided by the following core principles from our Statement of Policy:

- Local decision-making authority
- Fiscal flexibility and sustainability
- Equal standing for cities
- Diversity, equity, and inclusion
- Strong Washington state partnerships
- Nonpartisan analysis and decision-making

Contact:

Candice Bock
Government Relations Director
candiceb@awcnet.org