



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

Tuesday, May 29, 2018
6:00 p.m.

*** REVISED * PRELIMINARY AGENDA**

[Packet Materials](#)

Note: City Council will convene at 6:00 p.m. in closed session to discuss collective bargaining strategy (estimated 15 minutes). The regular City Council meeting will convene immediately thereafter.

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Proclamation: National Gun Violence Awareness Day
 - b. Planning Committee
4. **Public Comment**
5. **Consent Agenda (Action)**
 - a. Minutes of May 21, 2018
 - b. Approval of Claims in the amount of: \$452,586.76
 - c. Street Fair Application: Fueling Education Fun Run
6. **Public Hearings**
7. **Other Business**
 - a. * Pavement Management Program Update (Discussion)
 - b. Resolution 2015: Collective Bargaining Agreement by and between the City of Anacortes and the Anacortes Commissioned Police Officers 6/1/2018-12/31/2021 (Action)
 - c. * Resolution 2013: Municipal Broadband Network (Discussion/Possible Action)
 - d. IL263: Cooperative Purchasing Agreement with NoaNet (Action)
8. **Executive Session (30 Minutes)**
 - a. Potential Litigation per RCW 42.30.110(1)(i)
9. **Adjournment**

Per Resolution 1949, citizens wishing to comment on items not on the agenda may do so under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk (*) may do so as those items are considered by Council during the course of the meeting. Citizens wishing to speak will please sign in at the back of the Council Chambers prior to the start of the meeting. The Mayor may limit comments to those who have signed in, and may limit the time allotted to each speaker to facilitate the orderly progress of the meeting.

The City of Anacortes encourages people with disabilities to participate in public meetings.
For assistance with special needs, please contact the City Clerk at 360-299-1960 in advance of the meeting.



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning June 4, 2018

Subjects listed below have been tentatively suggested for consideration by the Anacortes City Council on the dates indicated. Items may be added to, removed from or rearranged on this list. Routine business such as approval of minutes and vouchers are not included. The complete Preliminary Agenda for each meeting is published at 3:00 on the Wednesday prior to the meeting. Published Agendas are subject to change and may be updated following the posting period. For additional information on agenda topics, please contact the City Clerk's office at 360-299-1960 to be directed to the sponsoring staff member.

June 4, 2018

- Resolution 2012: Agriculture Irrigation (Discussion/Possible Action)
- Follow Up Discussion on Transportation Benefit District and Pavement Management Funding (Discussion/Possible Action)

June 11, 2018

- Anacortes Green Club Presentation (Discussion)
- Special Joint Meeting with Port of Anacortes Commission to Review:
 - Joint Maritime Strategic Plan
 - Transit Shed and Cap Sante Marina Redevelopment Strategy

June 18, 2018

June 25, 2018

- Anacortes Senior Activity Center Foundation Donation to the Anacortes Senior Activity Center (Discussion/Possible Action)

July 2, 2018

July 9, 2018

July 16, 2018

July 23, 2018

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Planning, Tuesday, May 29, 2018, 5:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Jun 4, 2018, 5:00 PM, Public Works Director's Office, City Hall
- Public Safety, Tuesday, Jun 5, 2018, 10:00 AM, Mayor's Office, City Hall
- Port/City Liaison, Tuesday, Jun 5, 2018, 8:30 AM, City Hall
- Housing Affordability & Community Services, Thursday, Jun 7, 2018, 1:30 PM, City Hall
- Skagit County Population Health Trust, Thursday, Jun 7, 2018, 8:30 AM, Mount Vernon
- Planning, Monday, Jun 11, 2018, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Jun 13, 2018, 5:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Jun 18, 2018, 5:00 PM, Public Works Director's Office, City Hall



**CITY OF ANACORTES PROCLAMATION
DECLARING THE FIRST FRIDAY IN JUNE TO BE
NATIONAL GUN VIOLENCE AWARENESS DAY**

This proclamation declares the first Friday in June to be National Gun Violence Awareness Day in the City of Anacortes to honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to reduce gun violence.

WHEREAS, every day, 96 Americans are killed by gun violence and on average there are nearly 13,000 gun homicides every year; and

WHEREAS, Americans are 25 times more likely to be killed with guns than people in other developed countries; and

WHEREAS, protecting public safety in the communities they serve is local government's highest responsibility; and

WHEREAS, local government leaders and law enforcement officers know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from dangerous people; and

WHEREAS, in January 2013, teenager Hadiya Pendleton was tragically shot and killed. To honor Hadiya and all victims of gun violence, supporters are encouraged to wear orange on National Gun Violence Awareness day, a color that symbolizes the value of human life; and

WHEREAS, anyone can join this campaign by pledging to Wear Orange on the first Friday in June to help raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe.

NOW, THEREFORE BE IT RESOLVED, that Mayor Laurie Gere of the City of Anacortes declares the first Friday in June, 2018, to be

National Gun Violence Awareness Day

I encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

Signed this 29th day of May, 2018

CITY OF ANACORTES

Laurie Gere, Mayor

May 29, 2018
6:00 p.m.

Continue on back of sheet as needed

City Council Minutes – May 21, 2018

At 6:00 p.m. Mayor Laurie Gere called to order the regular Anacortes City Council meeting of May 21, 2018. Councilmembers Eric Johnson, Anthony Young, Ryan Walters, Brad Adams, Liz Lovelett, Bruce McDougall and Matt Miller were present.

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Citizen Award for Life Saving Efforts to Mike Denhaan and Steve Krebs: Mayor Gere read a letter awarding Mr. Denhaan and Mr. Krebs the Mayor's Award of Heroism for rescuing a hypothermic man from the water at the Port on April 20, 2018.

Traffic Safety Committee: Mr. Johnson and Mr. Miller reported from the committee meeting the prior week at which those present discussed potential intersection solutions at 32nd Street and M Avenue including a 4-way stop, a traffic signal, or a roundabout, the latter being deemed most appropriate for the conditions. The councilmembers reported that excess funding from the 32nd and D Avenue roundabout might be dedicated to preliminary design work for 32nd Street and M Avenue to determine feasibility and preliminary cost estimates as that intersection was deemed more critical than Edwards Way and Glasgow. Mr. Miller added that 32nd & D Avenue roundabout construction was tentatively planned for August after WSDOT projects elsewhere in the city had completed. Mr. Johnson reported that the 32nd Street and I Avenue intersection would be changed from a 4-way stop to a one-way stop heading north on H Avenue. Mr. Miller reported on bicycle greenway signage soon to be added to mark preferential routing of bikes through the city. Mr. Johnson added that the speed limit on L Avenue would likely be reduced to 20 mph for greater safety for pedestrians and cyclists.

Parks & Recreation Committee: Mr. Adams reported from the committee meeting the prior Thursday at which those present discussed the Guemes Channel Trail which would be considered at length later on the agenda. He also reported that the Parks Comprehensive Plan update continued. He invited interested citizens to submit comments to Gary Robinson or Jonn Lunsford at the Parks Department. Mr. Adams said the committee also discussed the Depot Master Plan and coordinating that plan with the Port's North Basin Master Plan, and also discussed progress on the Pickett pocket park planned on the east side of Commercial Avenue near 22nd Street.

Public Works Committee: Ms. Lovelett reported from the committee meeting earlier in the evening at which many topics from the Traffic Safety Committee meeting were discussed. She said the committee also reviewed financial information for Phases 1 and 3 of the fiber telemetry system and that staff's estimate of \$3M total for the project still appeared firm.

Mr. Walters reported from the Fiber Committee meeting earlier in the day. He said that the members reviewed draft Resolution 2013 establishing goals for the municipal broadband network and prepared that resolution for presentation to the entire Council at its May 29, 2018 regular meeting. He added that the committee also looked at ROI calculations for the project and determined that ISP selection should not occur until after the resolution was adopted in final form.

Mr. Johnson invited the public to attend the Empty Chair ceremony at Causland Memorial Park at 11:00 a.m. on Memorial Day.

Mr. Walters reported that as of June 1 he would begin a new job as Planning and Community Development Director for Samish Tribe.

Public Comment

Bill Mitchell, 807 27nd Street, observed that history is one of the biggest tourist draws there is. He said he was sad that the Anacortes Junk Company building would be dismantled but was encouraged that the materials would be saved and repurposed so the building could go on into history. Mr. Mitchell suggested that the materials could perhaps jump start other projects such as the Morrison Mill smokestack memorial. He agreed with Mark Bunzel that the more interesting sites there are to see around a town, the better. Mr. Mitchell expressed hope for the future and said he looked forward to June meetings to discuss other historic preservation topics.

Consent Agenda

Mr. Walters removed Item 5e, Contract Modification: 2018 Waterline Replacement Project 18-004-WTR-001, from the Consent Agenda. Mr. Johnson moved, seconded by Mr. Adams, to approve the following Consent Agenda items. The motion carried unanimously by voice vote.

- a. Minutes of May 9, 2018 and May 14, 2018
- b. Approval of Claims in the amount of: \$1,244,569.50
- c. Contract Modification: 2018 Asphalt Overlay Utility & Ped Improvements 18-001-TRN-001
- d. Contract Modification: Downtown Sidewalks - Phase 2 17-028-TRN-004
- f. Contract Modification: WTP Chlorine Conversion Project 18-036-WTR-001
- g. Contract Modification: Update Zoning, Development & Design Standards 16-081-IDS-001

The following vouchers/checks were approved for payment:

EFT numbers: 89211 through 89249, total \$374,243.89

Check numbers: 89250 through 89296, total \$868,995.87

Wire transfer numbers: 232071 through 232875, total \$24,399.00

- e. Contract Modification: 2018 Waterline Replacement Project 18-004-WTR-001

Mr. Walters said he was very glad to see this modification, which added \$108K to replace 12" water main in the vicinity of Oakes and Baltimore, since that line had failed twice recently and was likely to do so again. Mr. Walters moved, seconded by Mr. Johnson, to adopt the contract modification as presented. The motion carried unanimously by voice vote.

OTHER BUSINESS

Anacortes Historic Preservation Board Update

Museum Director Bret Lunsford introduced Bob Ross, chair of the Anacortes Historic Preservation Board, to present the Board's annual report to City Council. Mr. Ross referred to his slides which were included in the packet materials for the meeting. He noted new members Bunny Heiner and Mark Nihart had joined the five-member board in the past year, then summarized the AHPB's duties including maintaining the Anacortes Register of Historic Places and Historic Inventory and actively engaging the public and advising staff on preservation topics. Mr. Ross noted that state historic preservation grants had been derailed by the legislature's budget impasse but indicated that the Board would pursue state funding when it next became available. He reported that the Board reviews proposals to remodel or demolish properties and would be suggesting revisions to the demolition permit process; he emphasized its commitment to preservation of key downtown structures.

Mr. Ross described the House History project, noting that over 15 house histories had been completed. He then presented House History Awards to Dick and Daphne Storwick for their completed histories of the Thornburg House at 1510 9th Street and the Byron House at 1914 9th Street. Mr. Storwick described the fascinating process of researching a house's history.

Mr. Ross introduced AHPB Vice Chair Ken Hansen to present Historic Preservation Board Achievement Awards. Mr. Hansen presented awards to Steve Oakley, former Museum Director, and to Diane Wilkenson, former AHPB member. Mr. Hansen elaborated on both recipients' extensive contributions to the community and preservation of its history.

Ms. Lovelett commented on the importance of preserving the city's cultural identity and noted that towns with thriving historic tourism don't achieve that by tearing down historic buildings.

Guemes Channel Trail Update

Mayor Gere recalled Parks & Recreation Director Gary Robinson's recent presentation to City Council on the GCT and the questions raised by the Council and the community about the ongoing project. She said Mr. Robinson had been asked to invite the consultants involved with the project to provide an update on progress to date. Mayor Gere said the public would then be invited to share additional information and questions.

Mr. Robinson referred to his slide presentation which was added to the packet materials for the meeting. He summarized his presentation from the February 26, 2018 City Council meeting, describing the wide range of trail visitors and users and the many benefits it will provide to the community. Mr. Robinson displayed an aerial photo of the area between the Washington State Ferry Terminal and Edwards Way and discussed possible trail routes and private property ownership in that area. He noted that the city's federal grant funding for the trail required NEPA approval so one potential route was submitted for the NEPA process but that it was likely that route would change. He reported that since February further investigation had continued including shovel probe testing for archeological evidence and exploration of alternate routes for feasibility as regards access, private property easements, and topography.

Mr. Robinson then listed the five professionals who had consulted on the GCT to date and indicated that each of them would report on their involvement in the trail and respond to specific questions raised in prior meetings. Mr. Walters asked that the wetland delineation that Mr. Robinson had emailed earlier to councilmembers be added to the packet materials for the meeting.

Mr. Robinson introduced Connie Reckord, PLA, ASLA, LEED AP, Principal, MacLeod Reckord PLLC, and displayed the six questions Ms. Reckord had been asked to address, based on her extensive experience with trails located in and around sensitive wetlands and wetland buffers.

Ms. Reckord shared a slide presentation which was added to the packet materials for the meeting. She noted that controversy over trail routing and construction is very common but that such facilities are always well received in the long run. Ms. Reckord listed 16 regional trails, some very well known, that had been constructed in wetlands and/or wetland buffers. She provided examples of design strategies to eliminate or minimize impact on wetlands. Ms. Reckord then discussed other trails that were master planned and trails that were planned one segment at a time, noting that most trails involved both types of planning. She addressed the route analysis for Phase 2 of the GCT in more detail, describing the goals of keeping shared use paths at gentle grades for accessibility, minimizing impact to adjacent properties, and minimizing impact to existing trees, particularly large conifers. She displayed an example of the survey data and how it informed suggested routes. Mr. Johnson asked the order of magnitude of cost difference between cut/fill, retaining wall, and elevated trail construction methods. Ms. Reckord said that in very general terms cut/fill might cost \$200-300/LF versus \$600-800/LF for pin pile structures depending on access challenges, with retaining wall options somewhere between those two. She explained that routing a trail further up slope away from the wetland moves it outside of city-owned property. Mr. Walters asked if route recommendations would be different if they were not constrained by property ownership considerations. Ms. Reckord agreed and noted that property ownership was usually the first constraint consultants were asked to work within. Mr. McDougall asked if there was a legal distinction between what was allowed in different portions of a wetland buffer. Planning Director Don Measamer advised that

whatever was permitted in the buffer was permitted anywhere within it. Mr. McDougall asked if construction closer to a wetland was more likely to compromise or degrade the wetland. Jessica Redmond of ESA agreed that buffer functions decrease as distance from the wetland increases, hence DOE guidance is to site development as far from wetlands as possible. However, mitigation requirements for Category 1 wetlands such as Ship Harbor are 1:1 (by area) for development anywhere within the buffer. Mr. Young asked how the project would ensure that water flow into the wetland was not compromised. Ms. Reckord said that was always her firm's first design consideration, working with civil engineers and wetland biologists to determine the most appropriate means depending on the specific site conditions and the water source(s) feeding the wetland. She shared photos showing various configurations used at other trails. Mr. McDougall asked about the steeper, eastern portion of the Phase 2 section which appeared to have few large trees. Ms. Reckord explained that the challenge on steep slopes is that a much larger footprint was required to maintain 5% grade across slopes, resulting in more tree loss overall. Mr. Walters asked Ms. Reckord what her firm's considerations had been for identifying proposed trail routes. Ms. Reckord confirmed that those had been maintaining maximum 5% grade, staying on publicly owned property or wetland buffer property that would not be developable by private owners, minimizing removal of trees, particularly large conifers, and minimizing cost.

Mr. Robinson introduced Ross Widener, Widener & Associates, to address how the city had met the mitigation requirements for Phase VII of the GCT. Mr. Widener listed a number of state, federal and local permits required for that segment including SEPA, shoreline and HPA (hydraulic project approval). He identified the major mitigation requirements as shoreline beach nourishment (required by DFW and NOAA/COE); preserving trees as much as possible during construction, including 23 specific marked trees; and performing shoreline planting but not subsequent monitoring of plantings. He clarified that the permit requirements did not include success measures, only good faith effort to preserve trees and perform planting. Mr. Widener said he had been asked to address whether the city had met its permit requirements for Phase VII. He advised that his firm had met with WDFW, DOE and the Corps of Engineers for the past six months and that the city had got itself into compliance with the permit. He added that beach nourishment had gone better than anticipated and that some of the retained trees had fallen but had been retained on the shoreline longer than expected following trail construction in 2015. Mr. Widener explained that planting pockets along the shoreline did not include success standards because salt spray and sediment loss to wave action were known challenges for such plantings. He said the permit did require ongoing bank stabilization and beach nourishment.

Ms. Lovelett asked if the permit required anything for the upland slope. Mr. Widener said the original HPA required soil import for beach nourishment but that the bank sloughing from what would naturally be a feeder bluff had been used instead. He indicated that the city had a long term commitment to beach nourishment and to review the HPA every five years. Mr. Walters asked about the requirement for 1000 LF of planting pockets which were not currently visible. Mr. Widener said some of the original planting pockets had degraded as the beach eroded but that his firm had subsequently identified means of pulling rock back up to the beach to provide sufficient planting pockets. He noted that plants are establishing there and added that the new planting pocket locations would be surveyed and marked the following week. Mr. Walters asked for evidence that the planting pockets had been constructed but had subsequently washed away. Mr. Widener reiterated that some of the pockets had eroded and would be re-established and that additional locations would be identified and planted; he referred councilmembers to the as built drawings and pay quantities for the Phase VII construction to ascertain original construction of the pockets. Mr. Walters asked if the lack of success criteria in the permit had been an oversight on the part of the permitting agency. Mr. Widener said the city had negotiated the terms of the permit with the agencies given the very narrow right of way. He said the city's current replanting and watering efforts had all been above and beyond the permit requirements, in the interest of restoring the shoreline as much as possible.

Mr. Robinson introduced Sharese Graham, Environmental Science Associates, to address questions about permitting trails in wetland buffers at other locations around the state and to provide an update on the NEPA (National Environmental Policy Act) process. Ms. Graham noted that she had worked with MacLeod Reckord

on many trails around the state and that the GCT was not unusual; trails through wetland buffers are very common. She said such trails are required to avoid and minimize impacts as much as possible, and to mitigate where avoiding impact is impossible. Ms. Graham then described the NEPA process required for federally funded projects including assessment of cultural resources (Section 106), Endangered Species Act consultation (Section 7), critical areas, environmental justice, and impacts to parks and recreation and wildlife refuge areas (Section 4f), and the NEPA document itself, a Documented Categorical Exclusion (DCE) which would be signed off by the WSDOT local programs office.

Mr. Robinson introduced Jessica Redman, Environmental Science Associates, to address the SHIP wetland's strengths and weaknesses, whether a trail through the buffer could improve the wetland's function, and suggested mitigation steps. Ms. Redman summarized her wetland rating, which was added to the packet materials for the meeting, noting that SHIP is a Category I wetland based on high water quality, high hydrology value and moderate habitat function. She discussed its rating on those three scales and concluded that the SMP protects Category I wetlands with a 110-foot buffer. Ms. Redman said buffer mitigation for such wetlands are at a 1:1 ratio, through buffer enhancement or buffer averaging. She noted opportunities to enhance the buffer's function by planting trees in some locations, adding understory plantings in some areas, and removing invasive species along the west edge. She responded to councilmember questions, elaborating that increasing structural diversity in the buffer through plantings can improve its habitat value and listing purposes of the wetland buffer to filter pollutants and provide habitat connectivity. Mr. Miller asked if pin pile structures require less mitigation. Ms. Redman confirmed that elevated pin pile and boardwalk trails have much less impact and so require very little mitigation. Mr. Johnson asked if a trail through the buffer would drive away birds from the wetland. Ms. Redman responded that birds would very likely continue to visit the Ship Harbor wetland because it is one of the few vegetated areas left in the city. She added that installing bird boxes and other habitat features could increase its habitat function.

Mr. Robinson then introduced J. Gordon, GeoEngineers, Inc., to address geotechnical reviews of the trail and the upland bluff. Mr. Gordon said he had worked on the original phase of the trail and also on the vegetation and habitat management plan for the bluff. He said he has since evaluated landslides along the existing trail for potential proactive actions. Mr. Gordon said most of the bluff is glacial soils, reasonably strong, and that the railroad along the bottom of the bluff essentially armors the toe of the slope and slows the bluff retreat rate. He said the slides that have occurred have mostly involved groundwater or surface water from private properties. Mr. Gordon explained the natural process of material coming down off a slope to feed the shoreline, resulting in colluvium along the toe. The GCT is built through the prior cut for the railroad bed, overlaid with naturally deposited loose colluvium. Mr. Young asked what mitigations could be performed to prevent or lessen sloughing. Mr. Gordon said that the trail had not changed conditions to cause slides but that when slides happen and the bluff is denuded of vegetation, future slides are more likely. He noted that the city does not own the bluffs so mitigations would be up to private landowners. He referenced the 2015 vegetation management plan which recommended owner control of all discharge of water on the upland. He elaborated on the impact of upland construction, by reducing the vegetation cover required to retain water. Ms. Lovelett asked about armoring shorelines. Mr. Gordon confirmed that most permitting agencies no longer allow armoring and that the GCT route was already armored so the permit allowed it. He noted that the current trail alignment would not be possible without hard armoring. Mr. Walters said he was more concerned about the slides damaging the trail, with associated repair costs, and possibly endangering trail users. He asked how the city could prevent trail damage from slides and asked that the vegetation management plan be added to the packet materials for the meeting. Mr. Gordon explained in more detail the process of tightlining water from developed upland lots directly to the bottom of the slope, noting that some adjacent landowners had installed good examples of that. However, he noted that storms can saturate soils and that sloughing following storm events is a naturally occurring process so ongoing trail repairs from occasional slides were inevitable.

At approximately 8:22 p.m. Mayor Gere called a 7-minute recess. At 8:31 p.m. the mayor called the meeting back to order.

Mayor Gere invited citizens present to add new information to the discussion or to raise additional questions. She asked for a show of hands to gauge how many attendees wished to speak, then noting 15-18 interested parties, she asked speakers to limit their remarks to three minutes. Mayor called speakers forward beginning with those who had signed up to speak prior to the meeting.

Carolyn Moulton, 1514 14th Street, member of the Anacortes Bike/Pedestrian Advisory Committee and the Forest Advisory Board, said she wholeheartedly supported the continuation of the GCT. She thanked the consultants for answering so many questions and illuminating so many of the reasons why the trail was going to be a win-win for the community. Ms. Moulton said trails offer more people access without having to drive and are all about equality. She urged building the rest of the trail to get people outside and reduce the city's carbon footprint.

Frank McCoy, Glasgow Way, recalled that more access to the water and a trail along the Guemes Channel were strongly supported during a community visioning process he participated in after moving to Anacortes in 2001. Calling on his 25 years of experience as Parks and Recreation Director in Spokane, Mr. McCoy recalled four large park and trail projects that had been very controversial when first implemented but which were all now considered treasures in that city. He urged Council to make sure the trail was done properly and that it was needed but said there was demonstrated strong citizen support for it, noting that the Parks Foundation Trails Committee on which he sits had already raised over \$400K from local citizens to support the GCT. He said a corps of volunteers had also been involved in planting and caring for plants along the trail. Mr. McCoy said the trail provided highly valued access to the waterfront and to a level walking surface which more and more citizens request and use. Mr. McCoy said he supported the trail tremendously and closed his remarks by asking the audience for a show of hands if they were in favor.

Arlene French, 1411 8th Street, asked Mr. McCoy to clarify in favor of what? She said the proposed route west of Edwards Way was through the wetlands, would cut 149 trees, would require retaining walls and then would just hit the ferry lanes. Ms. French said that effort, cost and wetland desecration made no sense. She said this section should be postponed until the trail was completed between the Guemes Ferry and Lovrics so the trail actually went somewhere. Ms. French quoted the MacLeod Reckord report that federal regulations prohibit "the use of significantly publicly owned parks, recreation areas, wildlife refuges or historic properties for transportation projects unless there is no prudent or feasible alternative". Ms. French said there was a prudent and feasible alternative for commuter bikes on the south side of Oakes Avenue and urged routing bikes there instead. Ms. French said she was a walker and a hiker, and said she was for the trail, but didn't see why it had to be 12' wide with 2' shoulders its entire length.

Michele Pope, 4001 Peters Lane, said she had intended to read a letter from Kirk Kennedy who could not attend the meeting but since his letter had already been submitted she provided a synopsis. Mr. Kennedy pointed out that people with disabilities need a place to be able to access the waterfront and enjoy the wilderness, specifically SHIP and the GCT. He encouraged Council to evaluate the trail and develop a plan to move forward, likely a compromise among interested parties which was democracy in action. Ms. Pope also said that she had participated in planting work parties along the GCT and that deer and salt spray may have contributed to the demise of some plants but that volunteers also received complaints from people who did not want plantings along the trail that might block views.

John Pope, 4001 Peters Lane, said he believed everyone in the room was ecologically oriented and in favor of alternative transportation so there was a lot of common ground. He said completing the trail connection from the Tommy Thompson to the west end had been the plan for decades. Mr. Pope said the trail route hit a stumbling block to find a route around the SHIP wetlands so staff and advisory bodies had worked to find upland alternatives which included using part of a pre-existing roadbed outside the buffer that avoided sensitive areas. He described options for improving the habitat and hydrology of the wetland by using this alternate route. Mr.

Pope said that this respectful and balanced approach to trail design would excite the entire community. He concluded that the experience was a reminder of the need to balance land use and land stewardship when responding to the community's strong desire to walk, wheelchair, stroll and cycle on our beautiful island.

Bert Clay, 4927 Portalis, said his family used the trail every day and that the many other trail users they encountered were very happy to be there. He noted that many of those users were older and that the GCT was a natural environment easily accessible to them. Mr. Clay said the GCT is unique because it is accessible to a wide variety of potential users, young, old, able and less able, cyclists and walkers. He said everyone had learned a lot earlier in the meeting from the consultants about the extensive research that goes into a project of this scale. He thanked everyone involved for this educational forum that highlighted how much thoughtful work underlay the planning and construction of the trail.

Lin Folsom responded to Mr. Young's questions about hydrology and wetland recharge. Ms. Folsom recalled that before there were trails at SHIP she and [former councilmember] Cynthia Richardson counted birds at the wetland every month. She said there had been water in the wetland then, much more than now, and that she was really concerned about recharge of that wetland. She also said that three years of bird sightings had been compiled at that point. She proposed that the city call for volunteers to resume that practice to keep track of where the birds are. That would show the impact of the trails that have been built in the interim and might also identify sensitive areas in the buffer that would be worth saving. Ms. Folsom said she supported the trail and that it should have as little impact as possible on the buffer.

John Howell, 2428 Sundown Court, said that there is no one entity that has a monopoly on caring for the environment and that he himself cared deeply about the environment and about his community. Mr. Howell said the trail proposition is not a 0-sum proposition. He recalled prior island residents who had worked to create our forestlands and parks and said he'd like the future to look back and thank current citizens for putting together the GCT. He said the community could surely accomplish that if everyone worked together. Mr. Howell proposed that successful enterprises look for ways that things can be done, not reasons why they can't. He concluded by noting that he'd like to be able to run the entire trail end to end while his knees would still allow it.

Tim Kiehl, 4516 Cutter Drive, identified himself as a very strong supporter of the trail, having experienced trails in many other communities. He said well-done thoughtful trails offer significant positive economic impact to communities. He quoted a recent issue of *Rails to Trails* magazine which reported that the Trail of the Coeur d'Alenes in Idaho brings in \$.5M per year to that community. Mr. Kiehl said the trail would also increase the safety of the cyclists and pedestrians he sees traveling on Oakes Avenue beside busy and distracted ferry traffic. He said studies repeatedly show that trails improve the mental and physical health of people and communities. He said trails also contribute to community pride, citing several examples. He concluded with a quote from *Rails to Trails*: "Trail systems not only are desirable but they are essential to thriving communities in the 21st century."

Warren Tessler, 1613 6th Street, President of the Anacortes Parks Foundation and chair of its GCT Advisory Committee, said he had been involved for some time to make the trail a reality. He said this was not a plan that harms the environment. Mr. Tessler acknowledged that the original route planned between Edwards Way and the state ferry terminal went through the wetland buffer, mindful of environmental concerns including avoidance of significant trees. He said that in response to concerns raised in recent weeks, an upland route had been tentatively identified along the southern edge of the wetland buffer. He said that route, partially on private property, should be surveyed to determine its feasibility and potential cost. Mr. Tessler concluded that it was time to stop pointing fingers and work together to move the trail forward mindfully so everyone could share and enjoy it.

Tom Glade, 210 Mansfield Court, representing Evergreen Islands, reminded that the Ship Harbor Interpretive Preserve would not exist at all if EI had not filed a shoreline use permit and that EI still has a strong interest in

protecting SHIP. He said EI supports the GCT but not extending it into the wetland buffer. Mr. Glade quoted sections of the Critical Areas Ordinance requiring activities in wetlands and their buffers not to functionally degrade the wetlands. He said steep slopes also need to be considered. Mr. Glade further quoted CAO sections indicating that if a portion of a buffer is effectively isolated from the rest of the buffer, it can't be identified as a buffer. Mr. Glade recalled that 60 volunteers worked on monitoring the wetlands and their species when SHIP was first proposed. He mentioned two volunteers he met in that effort who shared ideas that still resonate and reminded that humans are not the only creatures with valid needs. Mr. Glade shared an observation from Mike Davidson, DFW biologist, who observed that a trail like this turns the buffer into a buffet for predators. He concluded by paraphrasing Cynthia Richardson, urging that the community preserve Ship Harbor wetlands as a legacy for future generations of all creatures great and small.

Wim Houppermans, 3412 K Avenue, referred to comments that salt spray affected survival of plants in the planting pockets in Phase VII. He asked the height difference between the high water line and the trail planting pockets. He said if it's three feet, it would seem the trail is built too low, too close to the water line.

Brian Wetcher, 814 26th Street, stated that preservation of our public trust lands is only possible with continuity from generation to generation. He recalled that in the 1980's there was lots of activity to preserve the Ship Harbor area, which he called the last largest intertidal marsh land left on Fidalgo Island. Mr. Wetcher said this unique area is not developed today due to years of meetings and legal appeals that resulted in the Ship Harbor settlement agreement that evolved into the preserve. Mr. Wetcher elaborated on the conditions of the settlement agreement which preclude incursions into the wetland buffer, more strictly than state or city codes. He said the agreement reflects the community's strong feeling at the time that there should not be any incursion of any kind into the wetland buffer. Mr. Wetcher said the wetland buffer outside line should be considered a property line and should not be crossed for the trail, just like private property lines. He also reminded that the settlement agreement grants the Samish Tribe a claim and that they may establish a cultural center there. Mr. Wetcher concluded by reminding the city that the settlement agreement is exempt from changes in wetland buffer regulations.

Mark Wade, 1406 9th Street, referred to a 2006 study in Portland, Oregon showing that more people will cycle if they have separated bike routes, due to safety concerns. Mr. Wade said there is probably a large untapped group of people who would love to be able to ride a bike to the ferry terminal or to Washington Park but don't because of the traffic on Oakes Avenue.

Martha Hall, 2617 16th Street, said she was speaking on behalf of fish and wildlife since they were not invited nor able to speak for themselves. Ms. Hall beg to differ from Widener's report that the [Phase VII] mitigation was in compliance. She said the report was convoluted and difficult to follow but that careful reading showed that beach nourishment has not been done with the dating and quantification required, that beach monitoring had not been done as required at establish fixed points, and that planting pockets to grow trees like big leaf maple did not exist. She urged looking at the construction plans to see if the pockets were ever built to spec. She said everyone was promised that trees would be grown along the shoreline side of the trail. Ms. Hall said the WDFW permit required the plantings to follow city codes and WDFW standards for plantings and those require monitoring for five years post planting so that monitoring was inferred. Ms. Hall asked why the city was not required to post a bond or follow its own codes for its projects. She said an irrigation plan is also required by city code but never happened on this project. Ms. Hall said that there is a serious problem with the city's commitment to mitigation and urged Council not to approve another segment of the trail that would require mitigation. She indicated that due to time constraints she would submit the rest of her points in another format.

Vernon Lauridsen, 2219 32nd Street, said the city already had a nature trail from Edwards Way to the ferry terminal so there was already access to the water and a place to exercise that's ADA compliant. He said running the GCT through this area only makes sense in the context of a fairly high intensity transportation corridor. Mr. Lauridsen urged re-evaluating the trail's master plan and the segmentation of it which are now years old. He

described the challenges of working with private landowners to complete the trail between Lovrics and the Guemes Ferry, the challenge of crossing the Washington State Ferry property to the west, and the challenges of crossing Western's property at Shannon Point. Mr. Lauridsen concluded that since it wasn't yet clear if any or all of those segments would be able to be built, the segment under discussion might never connect to anything, in which case it wouldn't serve as a transportation corridor.

Marlene Finley, 1410 Kellogg Place, urged Council to protect Ship Harbor Preserve. She said the trail route through the wetland buffer was not just an idea, it was a proposed action, that's what triggered NEPA. She said NEPA requires a range of alternatives to be considered, especially in extraordinary circumstances which this was because it's a preserve and a wetland. Ms. Finley said it was important to look at the location and design of the trail. She urged councilmembers to request what grants have been secured by the city and what commitments were made for those grants, to know what design features may be required by the grant(s). Ms. Finley said she supported environmentally and financially sustainable trails: appropriately sited, well planned, well designed, well managed, and including environmental monitoring.

Katherine O'Hara, 4407 Anaco Beach Place, shared her continuing concerns about the plan to destroy the buffer around SHIP to build a paved bike trail. She said her husband sighted 26 different species of birds in an hour in that area, that many other wildlife species use the area, and that it was a treasure that offered different habitats than other parks. She said its wild habitat value far outweighed any benefit of a paved path to allow bicyclists to zip through at high speed, for whom there were viable alternatives outside the wetland buffer. Ms. O'Hara said there had been a lack of open process on this topic and that not everyone shared the view that a paved bike path was the highest and best use of the area. She urged following up on Mr. Walter's request for an open and publicly announced process to consider facts, ideas, and alternatives and reach agreement. She urged the city to follow its own planning documents and codes. Ms. O'Hara said that based on how the city had maintained the existing portion of the GCT, she felt no assurance that the city could build and maintain another stretch of trail through an even more sensitive area. She also noted challenges to completing the trail eastward from Lovrics and said there was no rush to destroy the SHIP wetland buffer when it would still be a trail to nowhere. She urged putting bikes up on Oakes Avenue and leaving the wetland and buffer undisturbed until the trail connected to downtown.

Kathleen Flanagan, 2005 10th Street, said the importance of the buffer had been minimized during the evening presentations which was unfortunate because the buffer is a critical part of the wetland. She said the SMP and CAO protect the shoreline and the buffer. She asked how many loopholes would be used to get through Ship Harbor, as they were to construct the sections already built. Ms. Flanagan said SHIP is a *preserve*, which is a commitment that was made 20 years ago and needs to be honored. She disagreed that the required mitigation on prior sections had been completed. She said costs for the trail had not been discussed at all and expressed concern that the next segment would be extremely expensive. She also said parking had not been addressed and that Edwards Way neighbors complain already and parking lots are not allowed close to the shoreline. She urged that bikes use Highway 20.

Steve Jahn, 4501 Fidalgo Bay Road, said he was definitely in favor of the trail for both economic and quality of life reasons. Mr. Jahn thanked the mayor and Council for their ability to listen to opinions from all sides and to professionals who had studied and continue to study the trail. He said the most important thing as a citizen is to feel that the elected city government fairly represents all of the citizens and will make a good decision.

No one else present expressed interest in addressing the Council on this topic. Mayor Gere thanked the speakers for their comments and said all the information would be considered as Council deliberated further.

There being no further business, at approximately 9:30 p.m. the Anacortes City Council meeting of May 21, 2018 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 May 29, 2018 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount
233090	2/27/2018	0554624-IN	REISNER DISTRIBUTOR INC	REPLACEMENT GAS CARD- #711	\$5.43
233239	3/16/2018	35677	WASHINGTON ASSOCIATION OF	JOB POSTING ANNOUNCEMENT - BUILDING PLANS EXAM/BUILDING INSPECTOR	\$100.00
232688	3/26/2018	42330	NORTHWEST PLAYGROUND EQUIP INC	SOCCER GOAL SET	\$4,786.61
232955	4/2/2018	312858	BRABER EQUIPMENT	ROTARY BLADE- VEH #706	\$78.55
232740	4/24/2018	B08123769	SHI INTERNATIONAL CORP.	SURFACE PEN-STYLUS- WIRELESS- SILVER	\$241.78
232598	4/26/2018	MV189448	MOTOR TRUCKS, INC	RETURN ITEM- SEAL VEH #219	(\$58.96)
233086	4/30/2018	AR101555	ELECTRONIC BUSINESS MACHINES	COPY MACHINE - REINSTALL INTO NEW JOB	\$162.75
233215	5/1/2018	69850	ABC - CLIO, LLC	BOOKS - ADULT REFERENCE	\$60.25
233204	5/1/2018	22662	BRAUN NORTHWEST, INC	AMBULANCE REMOUNT	\$181,299.92
232692	5/1/2018	530	PORT OF ANACORTES	DOCK RENTAL QD-13 QD-23 & QD-27	\$107.28
232699	5/1/2018	8292	PORT OF ANACORTES	MOORAGE - QUARTERLY - SPACE QD-01A	\$60.80
232693	5/1/2018	983	PORT OF ANACORTES	DOCK RENTAL - QD-19	\$33.95
232694	5/1/2018	984	PORT OF ANACORTES	DOCK RENTAL - QD24	\$33.95
232696	5/1/2018	986	PORT OF ANACORTES	DOCK RENTAL - QD-22	\$33.95
232697	5/1/2018	987	PORT OF ANACORTES	DOCK RENTAL - QD-20	\$33.95
232755	5/2/2018	31989443	BMI	ANNUAL MUSIC LICENSE	\$349.00
232965	5/2/2018	0550636630	HONEY BUCKET	TOILET RENTAL @ MT. ERIE PARK MAY 2018	\$119.50
232754	5/2/2018	41396	SKAGIT COUNTY PUBLIC HEALTH &	STORVIK SPRAY PAD HEALTH PERMIT	\$100.00
232959	5/3/2018	1222441	SURETY PEST CONTROL	OPS- MONTHLY PEST MAINTENANCE	\$48.83
232970	5/4/2018	2018-RS-WAR04559	DEPARTMENT OF ECOLOGY	STORMWATER ACTION MONITORING (SAM)	\$11,571.00
233125	5/4/2018	28378	SEBO'S DO-IT CENTER	TRASH CAN FOR TRAINING CENTER	\$34.71
232758	5/5/2018	47957	LAKESIDE INDUSTRIES, INC.	GRAVEL - TRAIL 210 REPAIR	\$85.60
232971	5/6/2018	A6331	ACE HARDWARE	DEPOT CLEANING SUPPLIES	\$37.83
233210	5/7/2018	460509-0	SKIDMORE PHARMACY INC.	FEB & MARCH, LEOFF1 PHARMACY COPAYS	\$92.46
232684	5/7/2018	439	SPORTSITES, INC.	ANNUAL SUBSCRIPTION FEE	\$5,000.00
232958	5/7/2018	23142	WESTERN SYSTEMS REFUSE &	REPAIRS TO SEWER JET CAMERA	\$95.48
233214	5/8/2018	768851	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES - LIBRARY	\$12.69
232894	5/8/2018	1805	BREKKE DESIGN	DEPOT PERFORMANCE STAGE & MADRONA GROVE ACCESS 3/30/18-5/8/18	\$1,520.00
233126	5/8/2018	120118679	HDR ENGINEERING, INC	WTP CHLORINE CONVERSION PROJECT 2/12/18-4/28/18	\$50,806.04
233131	5/8/2018	0550642559	HONEY BUCKET	TRAINING FACILITY USE	\$60.00
232544	5/8/2018	47071	LAKESIDE INDUSTRIES, INC.	HEART LAKE RAILROAD BALLAST	\$40.68
232519	5/8/2018	2648	WEST MARINE PRODUCTS, INC	SAILING SUPPLIES	\$8.85

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount
233096	5/9/2018	7639088-A	EWING IRRIGATION PRODUCTS, INC	IRRIGATION SUPPLIES	\$264.89
233052	5/9/2018	5092018 Friends Reim	FRIENDS OF SKAGIT BEACHES	TOURISM PROMOTION REIMBURSEMENT	\$1,650.00
233186	5/10/2018	50245204	ALTEC INDUSTRIES, INC	ANNUAL INSPECTION - DIELECTRIC TEST,	\$980.89
232956	5/10/2018	2017567	GATEWAY CONTROLS, INC	SERVICE TO OPS GATE	\$391.14
232960	5/10/2018	26735	JET CITY EQUIPMENT	RENTAL- ROLLER FOR WEST 4TH PAVING	\$351.54
232896	5/10/2018	1633-18	MAKERS ARCHITECTURE	ZONING, DEV & DESIGN STDS - APRIL 2018	\$12,250.00
232695	5/10/2018	985	PORT OF ANACORTES	DOCK RENTAL - QD-21	\$33.95
232698	5/10/2018	989	PORT OF ANACORTES	DOCK RENTAL - QD-25	\$33.95
233128	5/10/2018	P1529-22	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WWTP	\$5,820.70
232756	5/10/2018	17038	SUNLAND BARK & TOPSOILS	RED BARK - CAUSLAND	\$634.73
232687	5/10/2018	180467	T-SHIRTS BY DESIGN	T-SHIRTS FOR PEE WEE BASEBALL	\$166.01
233212	5/11/2018	63659253	GALE/CENGAGE LEARNING	BOOKS - ADULT	\$14.24
232957	5/11/2018	464099	KARMART	SERVICE TO VEH #144	\$152.56
233094	5/11/2018	2003775	PEP BOYS	TIRES- SHOP STOCK	\$1,884.25
233053	5/11/2018	300000000343	PUGET SOUND ENERGY INC	PARKS/CEM/WASH. PARK/FAC/DEPOT 4/6-5/4/18	\$4,247.24
233015	5/11/2018	300000290019	PUGET SOUND ENERGY INC	ALL STATIONS: 4/5 - 5/4	\$705.25
233056	5/11/2018	300000290035	PUGET SOUND ENERGY INC	MUSEUMS 4/6-5/4/18	\$218.60
233105	5/11/2018	300000300008	PUGET SOUND ENERGY INC	WWTP ENERGY BILLING~	\$30,422.26
233054	5/11/2018	300000305007	PUGET SOUND ENERGY INC	METERS, VAULTS & STREET LIGHTS 4/3-5/1/18	\$424.23
232962	5/12/2018	48477	LAKESIDE INDUSTRIES, INC.	ASPHALT PAVING OF W 4TH ST AREA	\$7,527.10
232963	5/12/2018	48747	LAKESIDE INDUSTRIES, INC.	DUMP FEES	\$67.90
232968	5/14/2018	**51318	ANACORTES TOWING, LLC	TOWING; APD CASE 18-A03480	\$162.75
233122	5/14/2018	6001967700	ENDRESS + HAUSER, INC	LEVEL TRANSDUCER FOR PS7	\$1,057.43
232505	5/14/2018	WAANA103807	FASTENAL COMPANY	GOJO FOAMING HANDSOAP	\$99.73
233087	5/14/2018	22768	JET CITY TRUCKING & AGGREGATE	SAND FOR STOCK PILE - WATER DEPT	\$463.31
233089	5/14/2018	22770	JET CITY TRUCKING & AGGREGATE	SAND FOR WATER DEPT STOCKPILE	\$235.98
232954	5/14/2018	001-401608	PISTON SERVICE OF ANACORTES	MINI LAMPS- SHOP	\$42.07
232966	5/14/2018	180477	T-SHIRTS BY DESIGN	CO-ED VOLLEYBALL LEAGUE T-SHIRTS	\$888.62
232796	5/14/2018	112826	WALTON BEVERAGE COMPANY, INC	WWTP BREAKROOM SUPPLIES	\$35.00
233049	5/15/2018	*5152018	ANACORTES TOWING, LLC	TOWING; APD CASE 18-A03556	\$162.75
232964	5/15/2018	769600	BAYSHORE OFFICE PRODUCTS INC	UPS SHIPPING TO VENTEK	\$20.71
233205	5/15/2018	0000462	BURLINGTON, CITY OF	ENVISIONWARE	\$449.25
233130	5/15/2018	3160338	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	\$347.50
233016	5/15/2018	978 800 0000 1	CASCADE NATURAL GAS CORP.	STA 3: 4/13 - 5/11	\$48.11
233019	5/15/2018	10111	DIETRICH, JERRY	ADVERTISING - ART DASH	\$100.00
233091	5/15/2018	123752	PACIFIC TIRE COMPANY, INC	TIRES- SHOP STOCK	\$495.63
233039	5/15/2018	001-401835	PISTON SERVICE OF ANACORTES	OPERATING SUPPLIES- VEH #510	\$102.79
233211	5/15/2018	75788619	RECORDED BOOKS INC	BOOKS ON CD	\$68.36

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount
233092	5/15/2018	0221624-IN	REISNER DISTRIBUTOR INC	POWERTRAN FLUID- SHOP STOCK	\$1,241.51
232972	5/16/2018	769762	BAYSHORE OFFICE PRODUCTS INC	DESK BELL	\$5.32
233017	5/16/2018	3166835	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	\$70.22
233098	5/16/2018	7695232-A	EWING IRRIGATION PRODUCTS, INC	BULK IRRIGATION SUPPLIES	\$993.74
233111	5/16/2018	WAANA103900	FASTENAL COMPANY	ALL THREAD RODS, ELECTRICAL TAPE AND	\$371.70
233209	5/16/2018	1200121307	HDR ENGINEERING, INC	BLUE HERON CIRCLE RESERVOIR PROJECT DESIGN - 3/4/18-3/31/18	\$1,398.62
233041	5/16/2018	MV190636	MOTOR TRUCKS, INC	WATER PUMP KIT- VEH #603	\$423.59
233042	5/16/2018	MV190677	MOTOR TRUCKS, INC	THERMOSTAT- VEH #603	\$62.22
233127	5/16/2018	P1712-2	QCC QUALITY CONTROLS CORP.	TELEMETRY UPGRADES PHASE C - DESIGN & PROGRAMMING SVCS	\$48,550.00
233102	5/16/2018	1106771	SKAGIT PUBLISHING LLC	PUBLISH AA-1763123	\$121.80
233203	5/16/2018	92443	SUMMIT LAW GROUP, PLLC	LEGAL SERVICES, POLICE GUILD	\$4,680.29
232961	5/16/2018	JA2711 L/JA2711	WASHINGTON STATE DEPARTMENT	MONTHLY SIGNAL MAINTENANCE FOR APRIL	\$233.75
232969	5/16/2018	ReimbWolfwinkel	WOLFSWINKEL, KARL	TRAINING PER DIEM AND GAS; CSO WOLFSWINKEL	\$77.50
233051	5/17/2018	300-0041403	ALL BATTERY SALES & SERVICE	DISPOSABLE GLOVES	\$449.62
233050	5/17/2018	1990715349	ARAMARK	APD NYLON MATS CLEANED	\$16.28
233047	5/17/2018	1990715357	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	\$64.66
233085	5/17/2018	8498 30 017 0543538	COMCAST	DEPOT 611 R AVENUE - 5/22-6/21/18	\$186.12
233058	5/17/2018	5/17/2018	FIDALGO CLEANING	CLEANING - CARNEGIE	\$100.00
233057	5/17/2018	5/17/2018	FIDALGO CLEANING	CLEANING - MARITIME HERITAGE CENTER	\$50.00
233048	5/17/2018	18-0350	FORENSIC COMPUTERS, INC.	COMPUTER FORENSIC EQUIPMENT	\$17,962.00
233202	5/17/2018	051718-50434	PACIFIC MOBILE STRUCTURES, INC	10 X 40 MOBILE OFFICE - SOLID WASTE /	\$435.63
233040	5/17/2018	001-402109	PISTON SERVICE OF ANACORTES	WIPER BLADES- VEH #029	\$38.64
233013	5/17/2018	PUD-2016-1002	PORTALIS LLC	May 2018	\$4,400.00
233197	5/17/2018	37775	SENSOURCE	2018 RENEWAL SOFTWARE 6/30/18-6/30/19	\$480.00
233018	5/17/2018	refundShaw	SHAW, WENONAH	REFUND-WELLNESS CLASS CANCELLED	\$20.00
233088	5/17/2018	180497	T-SHIRTS BY DESIGN	T SHIRT FOR VOLLEYBALL	\$9.77
233129	5/18/2018	29803	ASPECT CONSULTING, LLC	PAVEMENT REHABILITATION EVALUATIONS 3/31/18-4/27/18	\$713.60
233120	5/18/2018	038 200 0000 2	CASCADE NATURAL GAS CORP.	APD 4/18-5/17	\$337.10
233200	5/18/2018	154 700 0000 9	CASCADE NATURAL GAS CORP.	LIBRARY 4/18 - 5/17/18	\$250.62
233138	5/18/2018	1694000009	CASCADE NATURAL GAS CORP.	STA 2: 4/18 - 5/17	\$40.66
233195	5/18/2018	199 800 0000 4	CASCADE NATURAL GAS CORP.	UTILITIES	\$32.82
233107	5/18/2018	260 037 3822 1	CASCADE NATURAL GAS CORP.	611 R AVENUE 4/18-5/17/18	\$88.13
233103	5/18/2018	440 400 0000 0	CASCADE NATURAL GAS CORP.	FIDALGO CENTER 4/18-5/17/18	\$218.97
233109	5/18/2018	538 000 0000 1	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. 4/17-5/18-18	\$26.52
233106	5/18/2018	638 000 0000 0	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. #B, 4/18-5-17/18	\$10.00

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount
233137	5/18/2018	67440000007	CASCADE NATURAL GAS CORP.	STA 1: 4/16 - 5/17	\$65.84
233123	5/18/2018	710 300 0000 5	CASCADE NATURAL GAS CORP.	OPERATIONS / SCHOOL 4/18-5/17/18	\$421.24
233112	5/18/2018	795 700 0000 4	CASCADE NATURAL GAS CORP.	CITY HALL 4/18-5/17/18	\$113.02
233194	5/18/2018	912 800 0000 0	CASCADE NATURAL GAS CORP.	UTILITIES	\$89.78
233104	5/18/2018	917 600 0000 9	CASCADE NATURAL GAS CORP.	1915 13TH ST. 4/18-5/17/18	\$18.64
233113	5/18/2018	989 800 0000 8	CASCADE NATURAL GAS CORP.	NATURAL GAS FOR WWTP 4/18-5/17/18	\$10.00
233119	5/18/2018	201130362	CRIMINAL JUSTICE TRAINING	TRAINING REG FEE; INSTRUCTOR DEVELOPMENT; BUFFUM, HATCHER, SCHEEPERS	\$1,275.00
233110	5/18/2018	WAANA104025	FASTENAL COMPANY	EYE NUTS	\$21.21
233062	5/18/2018	35567	JERRY SMITH CHEVROLET	DEFLECTOR- VEH #176	\$139.12
233241	5/18/2018	Pay App 3	LARRY BROWN CONSTRUCTION INC	DOWNTOWN SIDEWALKS - PHASE 2	\$24,929.65
233201	5/18/2018	051818-50433	PACIFIC MOBILE STRUCTURES, INC	10 X 40 MOBILE JOB SHACK - ADMIN	\$435.63
233055	5/18/2018	029416	SEBO'S DO-IT CENTER	MAINTENANCE SUPPLIES	\$20.96
233193	5/18/2018	LTAC Tulip Fest	SKAGIT VALLEY TULIP FESTIVAL	LTAC TULIP FESTIVAL ADS	\$2,400.00
233121	5/19/2018	00005W5A83208	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 5-19-18	\$8.08
233133	5/19/2018	000099E018208	UNITED PARCEL SERVICE, INC	SHIPPING	\$14.72
233135	5/20/2018	2664	NW CLEANERS	WEEKLY CLEANING 29-1 FOR MAY	\$488.00
233134	5/21/2018	1990719272	ARAMARK	LAUNDRY SERVICE	\$71.61
233108	5/21/2018	180116-5	BIRCH EQUIPMENT CO., INC	SCAFFOLD RENTAL	\$49.06
233180	5/21/2018	816486	GUARDIAN SECURITY SYSTEMS INC	WWTP 500 T AVE	\$1,558.50
233182	5/21/2018	816487	GUARDIAN SECURITY SYSTEMS INC	WT PRESTON SNAGBOAT 713 R AVE	\$247.13
233181	5/21/2018	816489	GUARDIAN SECURITY SYSTEMS INC	WT PRESTON INTERPRETIVE CENTER 713 R AVE	\$332.13
233184	5/21/2018	816490	GUARDIAN SECURITY SYSTEMS INC	DEPOT - 611 R AVE	\$20.00
233185	5/21/2018	816491	GUARDIAN SECURITY SYSTEMS INC	MUSEUM - 1305 8TH ST - ANNUAL FIRE	\$252.13
233132	5/21/2018	4302018	SKAGIT RIVER SALMON FESTIVAL	SALMON FESTIVAL SPONSORSHIP	\$1,000.00
233199	5/22/2018	101412	ASSOCIATION OF WASHINGTON	JUNE, 2018, SUPPLEMENTAL LIFE INSURANCE	\$14.20
233198	5/22/2018	316150	FRONTIER BUILDING SUPPLY	METAL SIDING FOR OPS PHASE 2	\$2,010.24
233216	5/22/2018	34399455	INGRAM LIBRARY SERVICES, LLC	BOOKS - JUVENILE	\$377.16
233192	5/22/2018	29677	SEBO'S DO-IT CENTER	MAINTENANCE SUPPLIES	\$13.01
233139	6/1/2018	20180601	CHOWANEC, WILLIAM	STA 3 RENT: JUNE	\$2,045.00

Total

\$452,586.76



City Council Agenda Bill

Meeting Date: 5/29/2018 **Agenda Item:** 5c

Subject: Street Fair Application: Fueling Education Fun Run

Staff Contact: Fred Buckenmeyer, Don Measamer

Approved for Submittal to Council by	
	Laurie Gere, Mayor
	Steve Hoglund, Finance Director
	Darcy Swetnam, City Attorney
X	Fred Buckenmeyer

Action Type	
	Ordinance No.
	Code Revision?
	Resolution No.
	Contract
	Public Hearing
	Staff Report

Summary Statement: Street Fair Application for Fueling Education Fun Run

Background: Run will be held in Washington Park & adjacent roadways. Road closures include a portion of Sunset Avenue from Washington Park to Skyline Way to Old Salts. Road will be closed for approximately 1 hour – 9:25 to 9:45 a.m. for kids run & 10:00 to 10:25 a.m. for 5K. See Attached Map

Budget Impact	
Amount Budgeted	
Budget Account (BARS)	
Proposed Expenditure	
Budget Amendment Required?	
Revenue Source	

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: NA

Competing Viewpoints Considered: NA

Recommended Motion: I move to approve the proposed street fair applications as submitted

Alternative Actions: Deny the request(s)

Attachments (listed in order presented): Fueling Education Fun Run Cover Sheet, Application & Map



TO: City Council Members, Mayor Gere
FROM: Fred Buckenmeyer, Director of Public Works
DATE: May 29, 2018
SUBJECT: Fueling Education Fun Run

Location:

Run will be held in Washington Park & adjacent roadways. Road closures include a portion of Sunset Avenue from Washington Park to Skyline Way to Old Salts. Road will be closed for approximately 1 hour – 9:25 to 9:45 a.m. for kids run & 10:00 to 10:25 a.m. for 5K. See Attached Map

Dates & Times:

Sunday, September 16, 2018
9 to 10:30 a.m.

Background:

Fundraiser for the Anacortes School Foundation

Parking Restrictions:

None – parking for event will be off street

Public Works Services:

Applicant will supply cones, barricades as needed

Police Services:

None - Race volunteers will handle traffic control

Recommendations:

Staff recommends approval subject to applicant's submitted request

Proposed Motion: Recommend approval

Emergency Contact Numbers:

James Steller, 360-929-9054



RECEIVED

APR 23 2018

CITY OF ANACORTES
EXEC ADMIN

STREET FAIR APPLICATION

Date Received: _____ Received by: _____ City Council Approved: _____

NAME OF EVENT Fueling Education Fun RunDATES of Event September 16, 2018TIME of Day 9amNATURE/PURPOSE of Event Fundraiser for Anacortes Schools FoundationPARTICIPANTS/Attendees (estimated number) 250

LOCATION of Event (include locations and dimensions of any structure to be erected, dimensions of street/right-of-way to be used and dimensions of same to remain unobstructed) Run held (start & finish) in Washington Park. A small portion of the run on the road from the park into skyline with a turnaround at old salts will be closed to traffic for 45 minutes - 9:25 - 9:45 for kids race 10:00 am - 10:25 for 5K.

DESCRIPTION of Event Fun Run 5KFACILITIES requested (street, sidewalk, park, etc.) see attached map for road closuresDates/hours requested 9/16/18 9:15 am - 10:30 - Street closed during this time.EQUIPMENT requested NONEDates/hours requested N/ASERVICES requested (eg. Custodial, traffic control) Shell race volunteers will handle traffic control, cones, & signage

Dates/hours requested _____

PARKING (include locations and dimensions of parking space to be available/provided) _____

Parking will be preliminary @ Washington park w/ overflow @ skyline marina.

INSURANCE (Certificate of Insurance must be submitted with Application)

Required _____ Not Required X

FEES (itemize any Admission fees/space rental fees/sale of items/solicitation of funds) _____

5k - \$10 kids race - free

APPLICANT/ORGANIZATION (Name) Anacortes School Foundation / Shell

Name of responsible person James Steller Phone # 360 929 9054

Address 850 Ocean Bluff Ln Coupeville WA 98239

Date of Birth 01 / 23 / 1977

Event and contact information to be included on the City website:

Contact Name James Steller Phone # 360 929 9054

Contact Address 8505 S. Texas Rd Anacortes WA 98221

Email Address james.steller@shell.com Website address anacorteschoolsfoundation.org

Event Address 6300 sunset ave Hours of Event 9-11:30 am

Does your event require vendor(s) or participant(s) to sign up to participate? yes

The undersigned agrees to assume responsibility for the above-described event, and to abide by all conditions stipulated upon acceptance of permit.

Signature James Steller Date 4/17/2018

* FOR OFFICE USE ONLY *

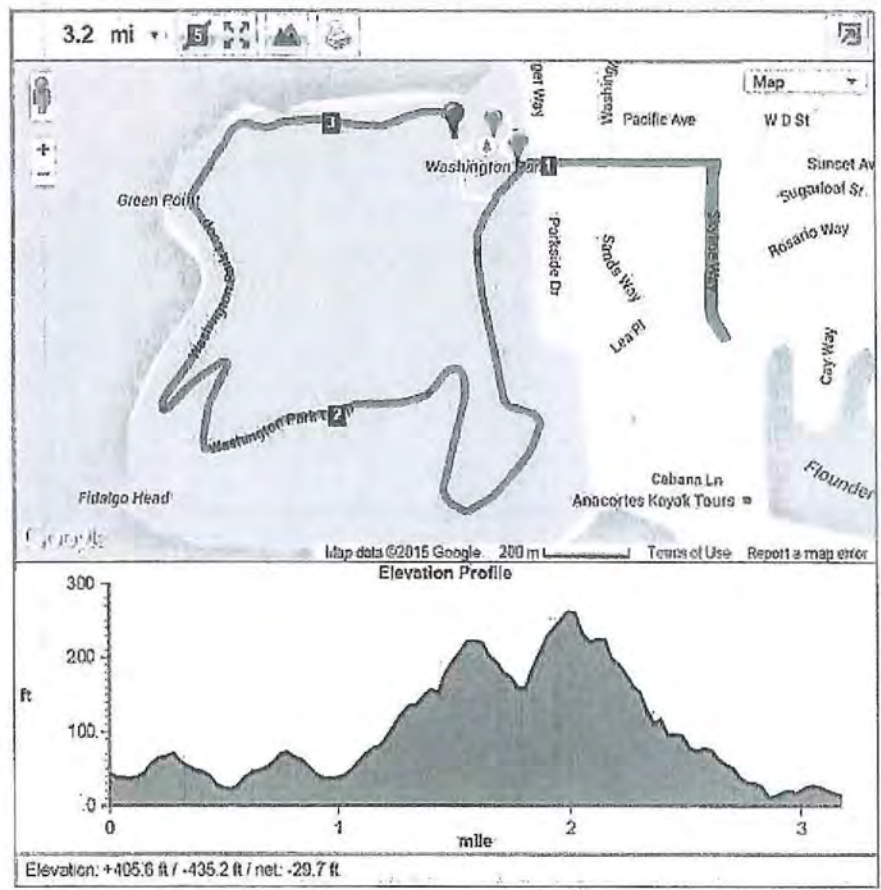
	Initials	Comments (Stipulate Conditions of Approval on Reverse)
Mayor		
Building	<u>JBK</u>	
Fire	<u>RC</u>	
Parks	<u>GL</u>	
Police	<u>SS</u>	
Public Works	<u>JB</u>	
City Council		

* PERMIT *

Permit will be issued after review by above Department Heads and City Council subject to the following conditions: Compliance with all City Ordinances, Compliance with Department with Public Works regulations, and Submittal of Certificate of Insurance saving the City harmless from all liability.

Terrain: Asphalt

Notes: 2015 Fueling Education Fun Run 5K
Sponsored by Shell Puget Sound Refinery
and benefiting Anacortes School Foundation





City of Anacortes Public Works

"Essential Services for our Community"

City of Anacortes
Public Works Department

Pavement Management Update 2018



City of Anacortes Public Works

"Essential Services for our Community"

Paul Wigowski-Capitol Asset and Pavement Services

- Brief Explanation of pavement management philosophy
- Analyze where we are at and what changes we could make
- Analysis point of view

Fred Buckenmeyer

- Finance/Funding/Path Forward Discussion

Eric, Steve, Paul, Tim and Fred

- Available for questions

City of Anacortes

PAVEMENT MANAGEMENT CONDITION REPORT

Paul Wigowsky
Capitol Asset & Pavement Services

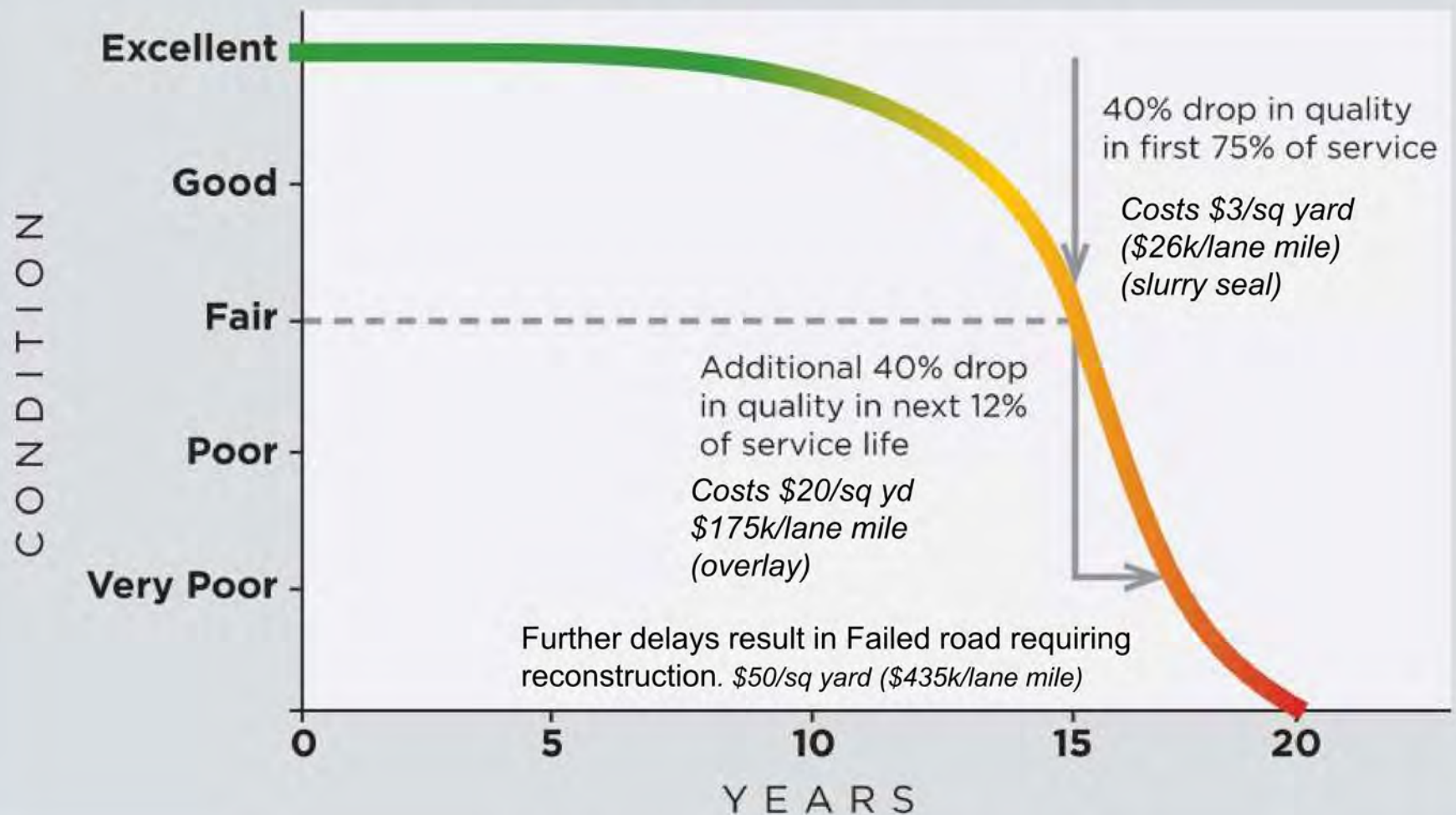


Prepared for City of Anacortes – May 2018

What is a Pavement Management System?

- Computerized, Inventory, Analysis, Budgeting Tool, etc..
- Shows effects of maintenance decisions, before & after
- PCI, Pavement Condition Index from 0 – 100
- Preferred Choice of Software on West Coast – MTC Streetsaver, current users in Washington & Oregon at 100+ agencies
- Important to update pavement condition through inspections
 - Update PCI
 - Improves pavement condition deterioration curve and forecasting

Pavement Deterioration Curve



Current Street Network Condition



Why Slurry Seals?

- Protects against two main environmental factors of asphalt deterioration
 - Water
 - Sun
- Extends life of pavement 7-8 years
 - 3 times more cost effective than overlay
 - Can slurry 8 miles of streets for same cost as overlay

Slurry Seals on Major Streets

- Slurry Seals can be successfully used on Arterial and Collector streets
- Case example – Lancaster Dr in Salem
 - Arterial – 30,000 average daily traffic
 - (Commercial Ave is 15,000 adt)
 - Placed in 2010, still performing well





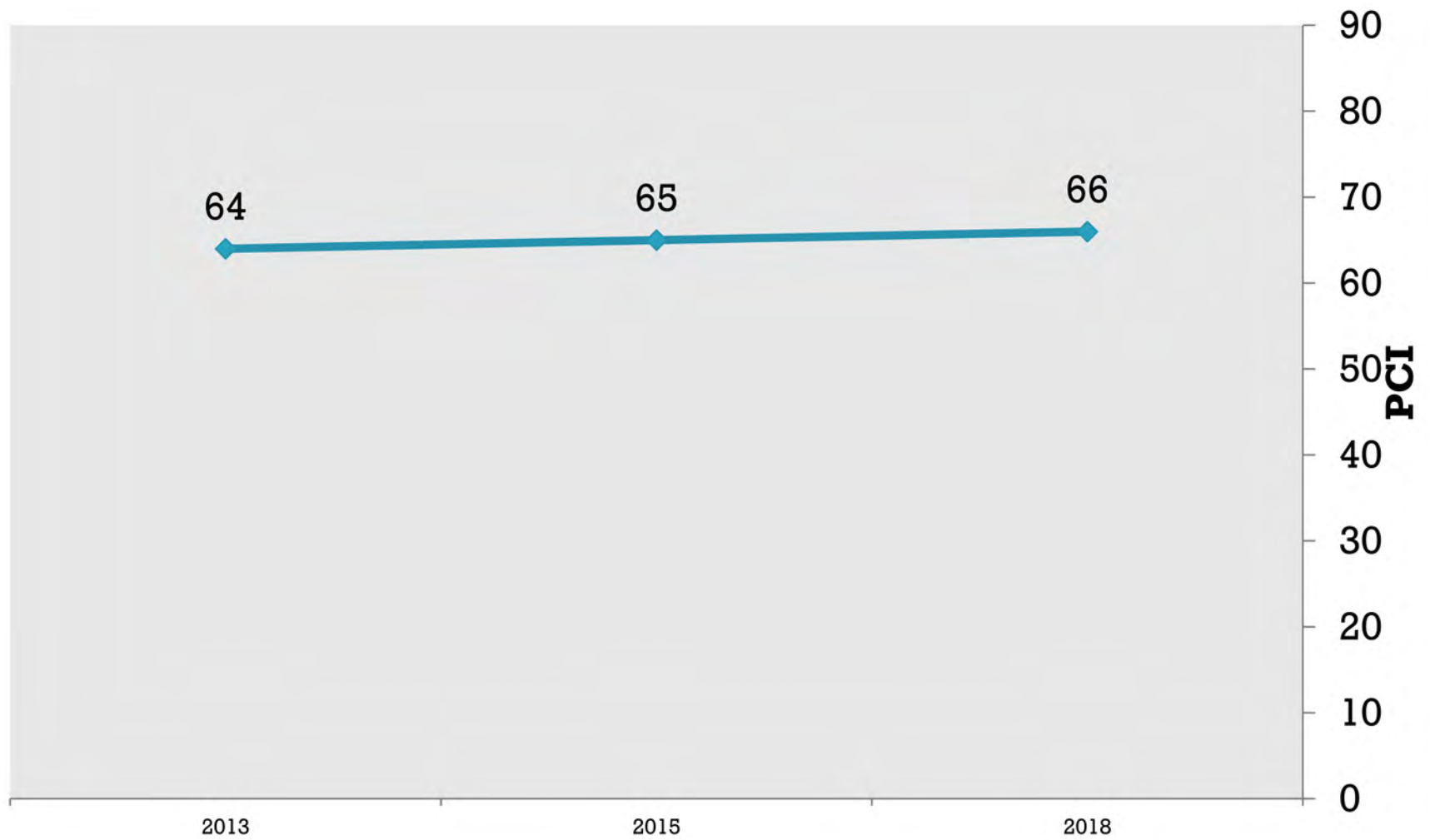
City of Anacortes Current PCI = 66

- 73.5 Centerline Miles of Paved Streets

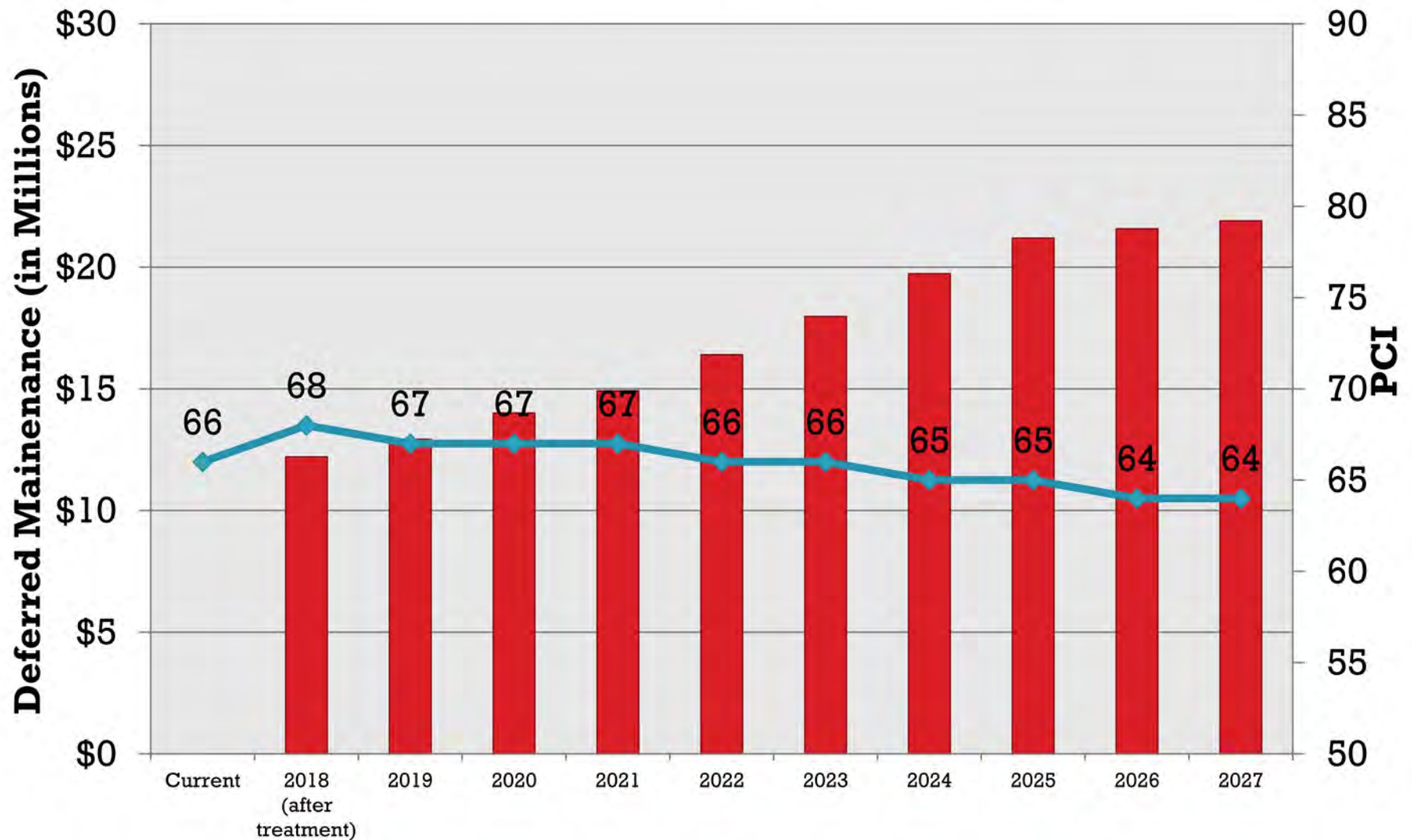
Arterial	9.0 miles
Collector	16.9 miles
Residential/Local	79.4 miles

Condition Category	PCI Range	Percent of Network
Good	70 to 100	57.2%
Fair	50 to 70	17.1%
Poor	25 to 50	14.0%
Very Poor	0 to 25	11.7%

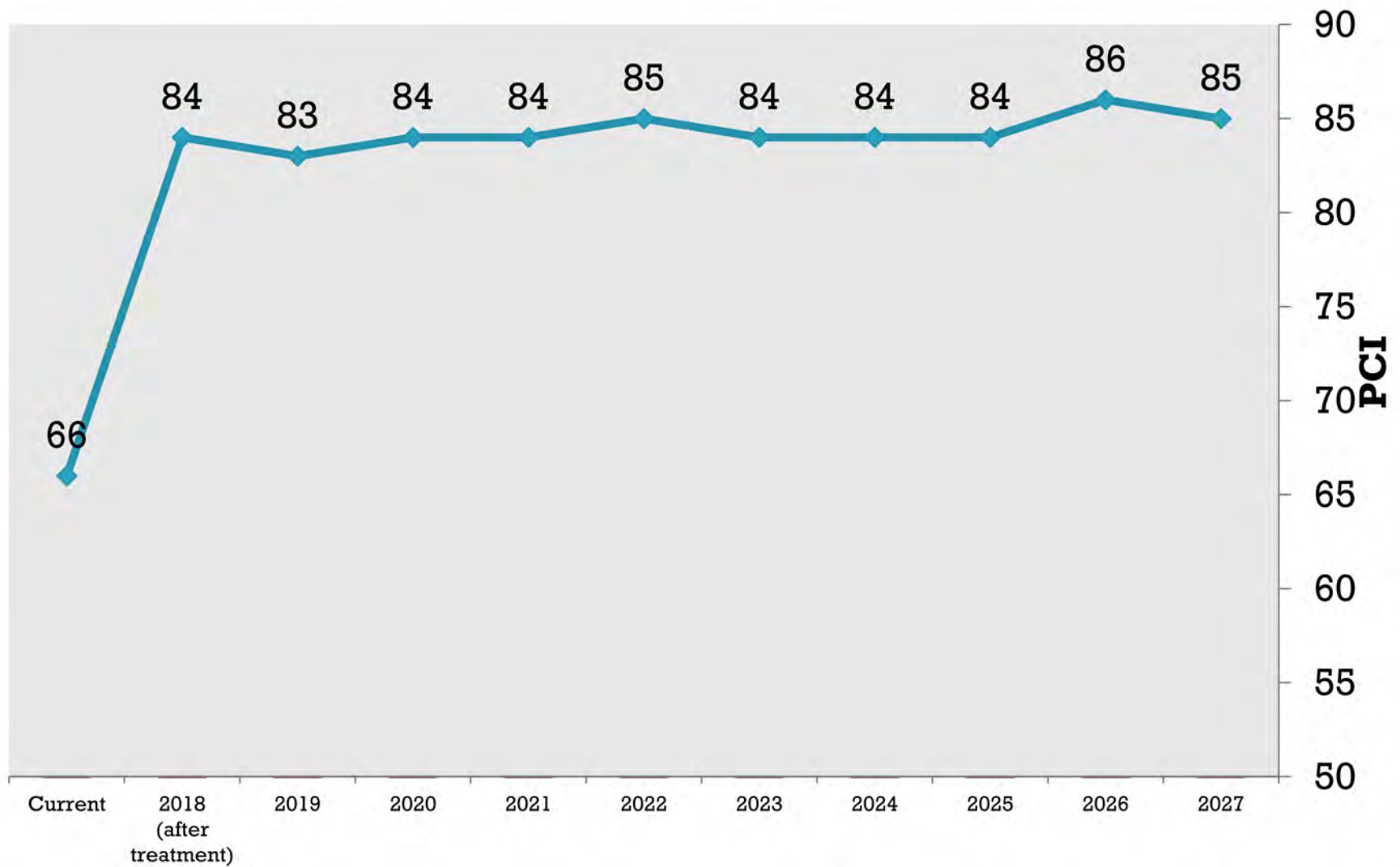
PCI History



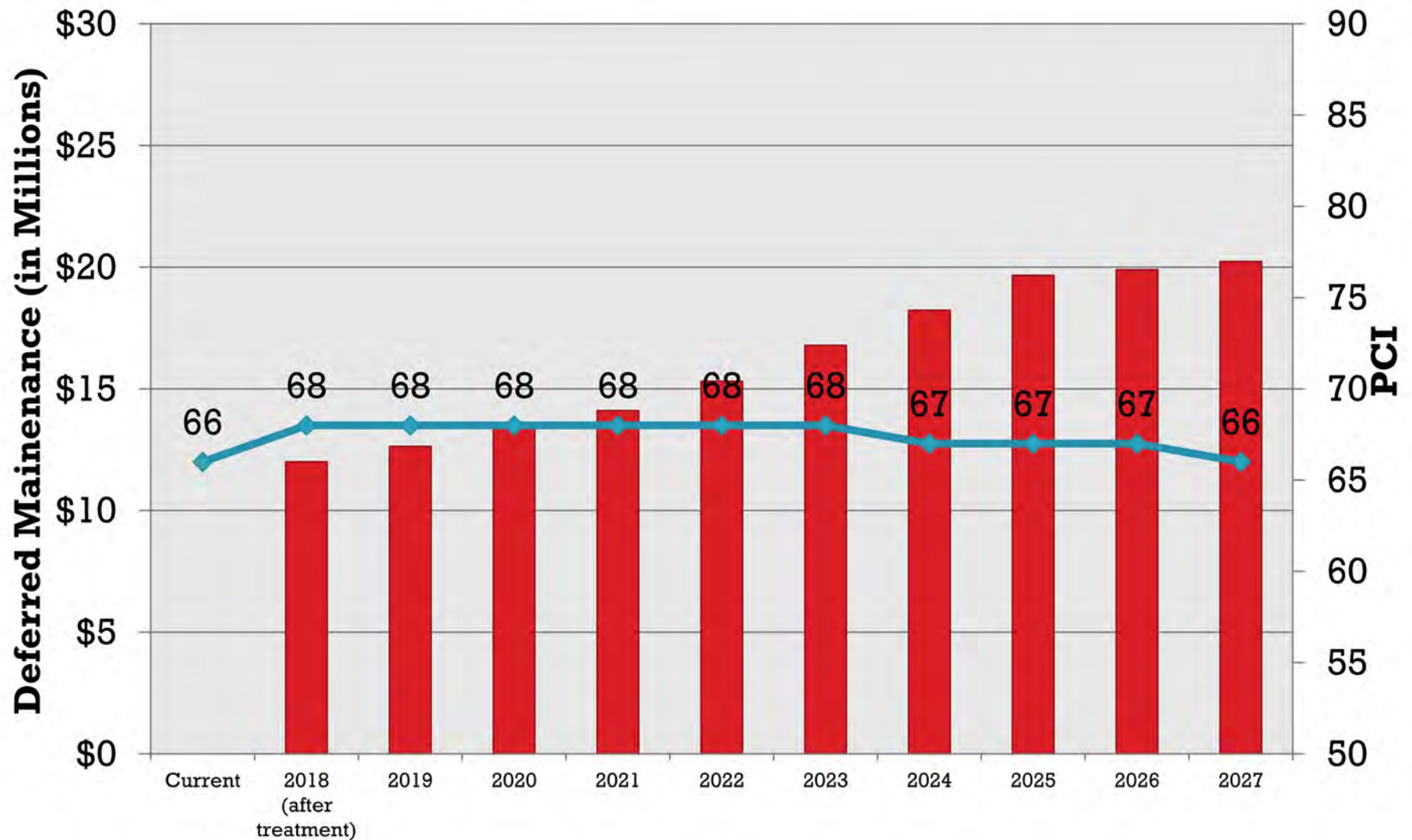
Scenario 2 – Current funding level
(\$11.0 million over 10 years - PCI decreases 2 points)



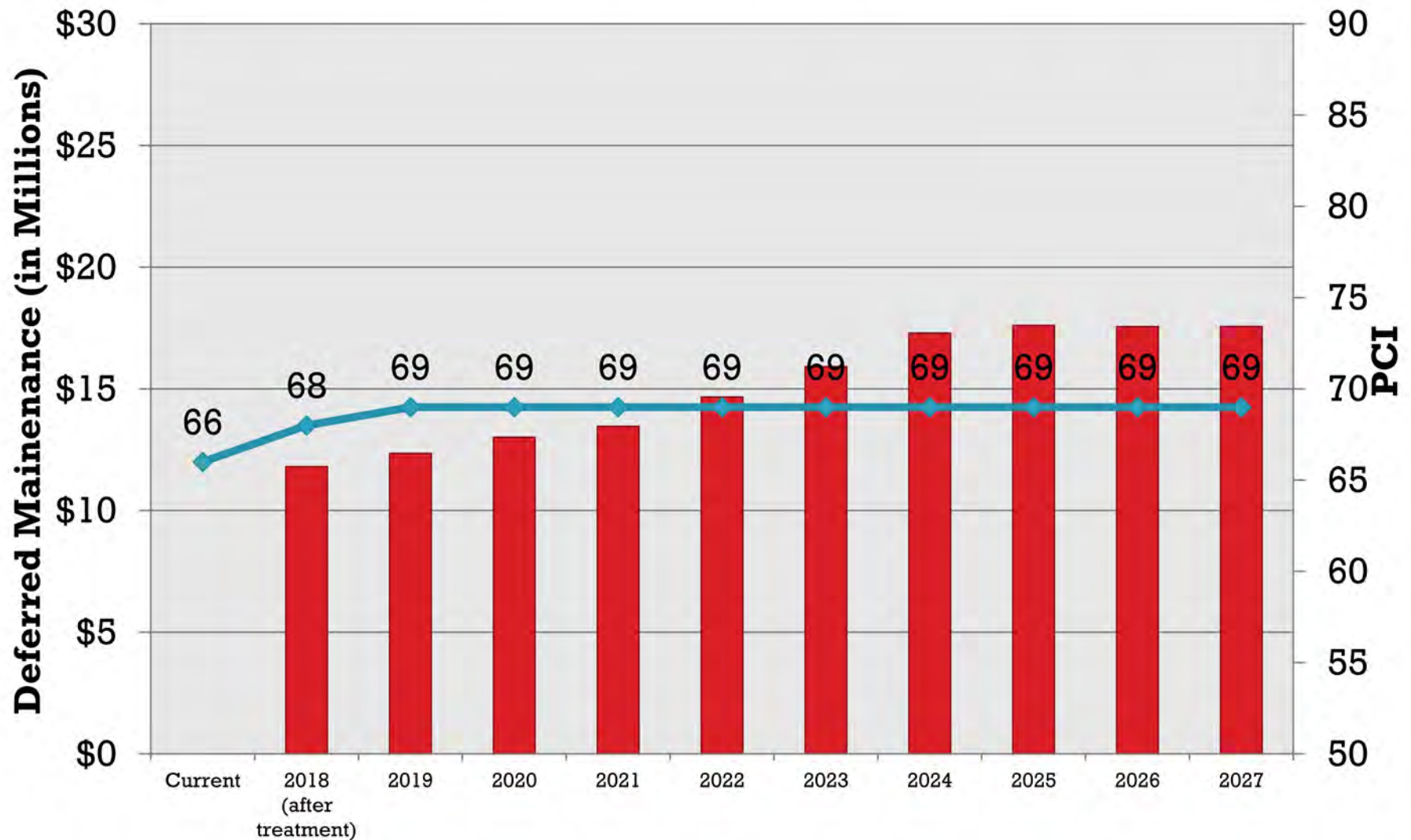
Scenario 1– Unconstrained Needs
(\$29.6 million over 10 years – PCI Increases 19 points)



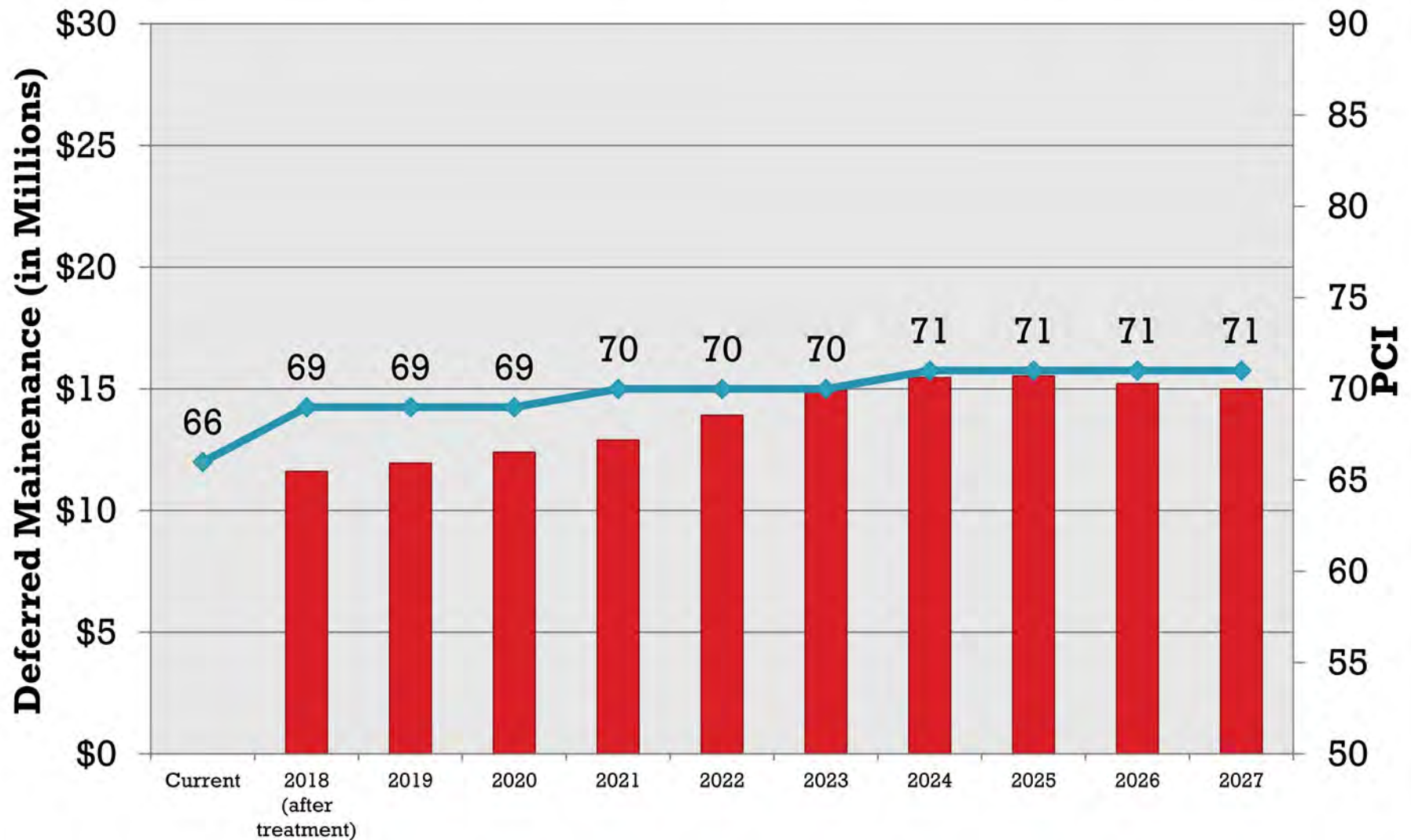
Scenario 3 – Maintain Current PCI
(\$13.0 million over 10 years - PCI remains at 66)



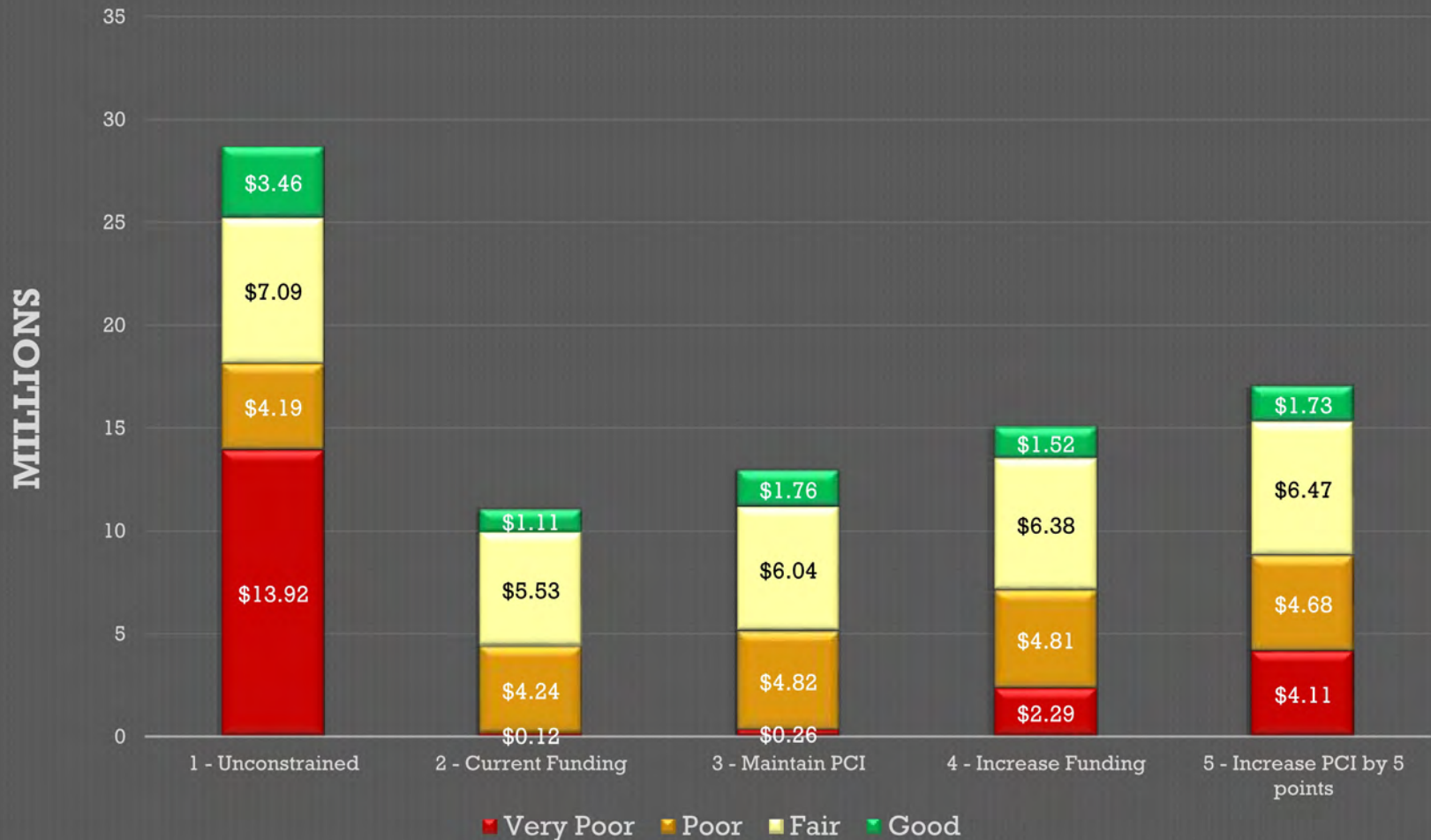
Scenario 4 – Increased Funding (\$1.5M/year)
(*\$15.0 million over 10 years - PCI increases 3 points*)

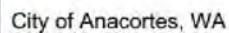


Scenario 5 – Increased PCI by 5 points
(\$17.0 million over 10 years - PCI Increases 5 points)



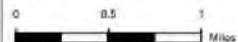
Scenario Expenditures by Condition Category





Printed: 2/14/2018

- Category I - Very Good
- Category II - Good (Non-Load)
- Category III - Good (Load)
- Category IV - Poor
- Category V - Very Poor



QUESTIONS?

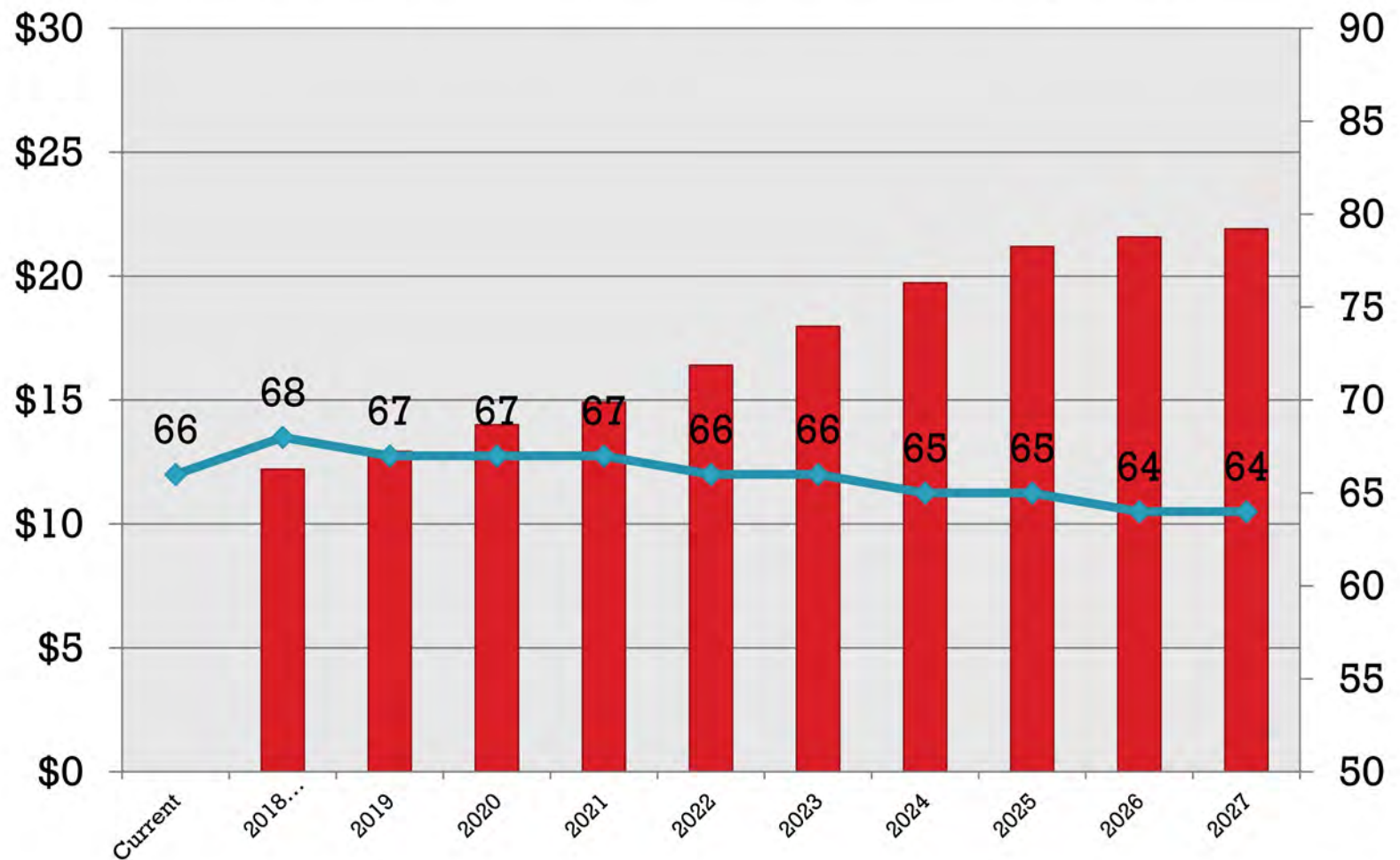
(503) 689-1330

WWW.CAPITOLASSET.NET

Paul Wigowsky
Capitol Asset & Pavement Services



Scenario 2 – Current funding level
(*\$11.0 million over 10 years - PCI decreases 2 points*)





- At current investment PCI will decrease over time and deferred maintenance costs will go up.
- If we want to increase funding we have three basic options:
 1. Implement a 0.2% (max.) TBD Sales Tax
 2. Raise car tabs to \$40
 3. Combination of both



City of Anacortes Public Works

"Essential Services for our Community"

Pavement Management funding options for discussion/action

Current Investment	\$1,115,000
Increase car tabs to \$40/year	\$1,423,000
Sales Tax eliminate car tabs	\$1,711,000



City of Anacortes Public Works

"Essential Services for our Community"

Pro/Cons of tabs and sales tax:

- Car Tabs
 - Pro
 - Councilmatic approval
 - Increases funding to \$1.4M
 - Income consistent despite economy ups and downs
 - Cons
 - Locals only tax
 - Less funding than sales tax more deferred maintenance



City of Anacortes Public Works

"Essential Services for our Community"

Pro/Cons of tabs and sales tax:

- Sales Tax
 - Pro
 - Vote by the people they get to decide
 - Increases funding to \$1.7M
 - Spreads impact out to more consumers
 - Time limit of 10 years
 - Cons
 - Income inconsistent with economy ups and downs



City of Anacortes Public Works

"Essential Services for our Community"

Staff Recommendation:

1. Eliminate existing \$20 TBD car tabs
2. Implement a 0.2% TBD Sales Tax
3. Create a budget of \$1.7M per year using REET, Solid Waste funds, and TBD funds



City of Anacortes Public Works

"Essential Services for our Community"

	Sales Tax 0.2%
REET I	\$250,000
REET II	\$250,000
Solid Waste Utility Tax	\$283,000
TBD 2% Sales Tax	\$928,000
TOTAL	\$1,711,000



City of Anacortes Public Works

"Essential Services for our Community"

Sales Tax Procedure Information:

- \$10,000 worth of purchases
 - \$20 extra at 0.2%
- \$50,000 worth of purchase
 - \$100 extra at 0.2%
- 10-year moratorium on sales tax unless another 10 years approved by council
- RCW 36.73.040(3)(a) authorizes TBD's to impose a sales and us tax in accordance with RCW 82.140455 in an amount no exceeding two-tenths of one percent (0.2%) for a period of ten years.



City of Anacortes Public Works

"Essential Services for our Community"

Sales Tax Procedure:

1. Council Discussion (Tonight--May 2018)
2. Public Input/Public Hearing (June 2018)
3. Vote on Resolution defining sales tax procedures, eligible uses, etc. (June 2018)
4. Submit the adopted resolution to the County by August 7 to get on the ballot for the November 6 general election (July-Aug 2018)

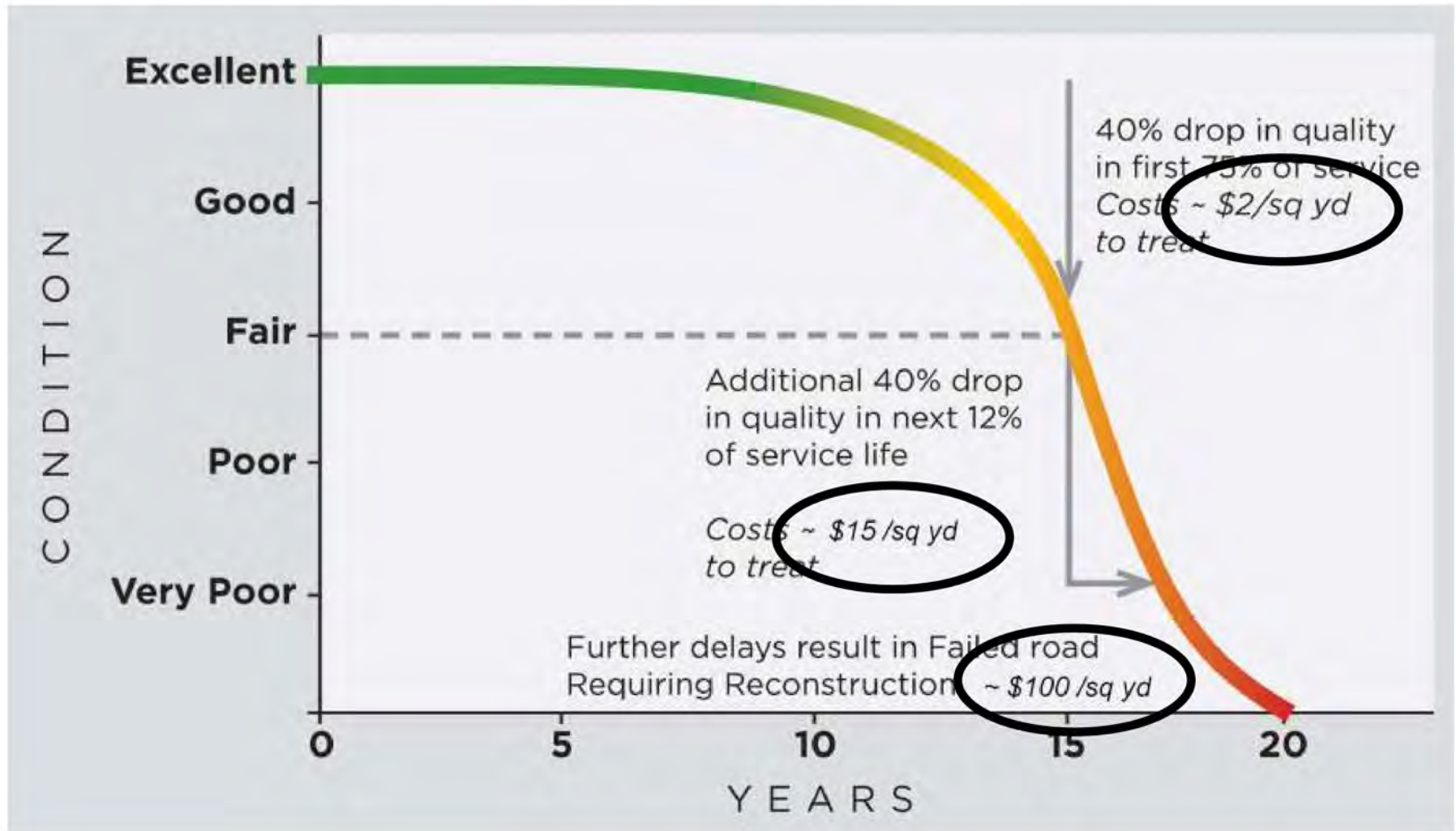


City of Anacortes Public Works

"Essential Services for our Community"

Pavement Management Questions ?

Pavement Deterioration Curve



Arterial Rehabilitation (Overlay) needs



City of Anacortes, WA

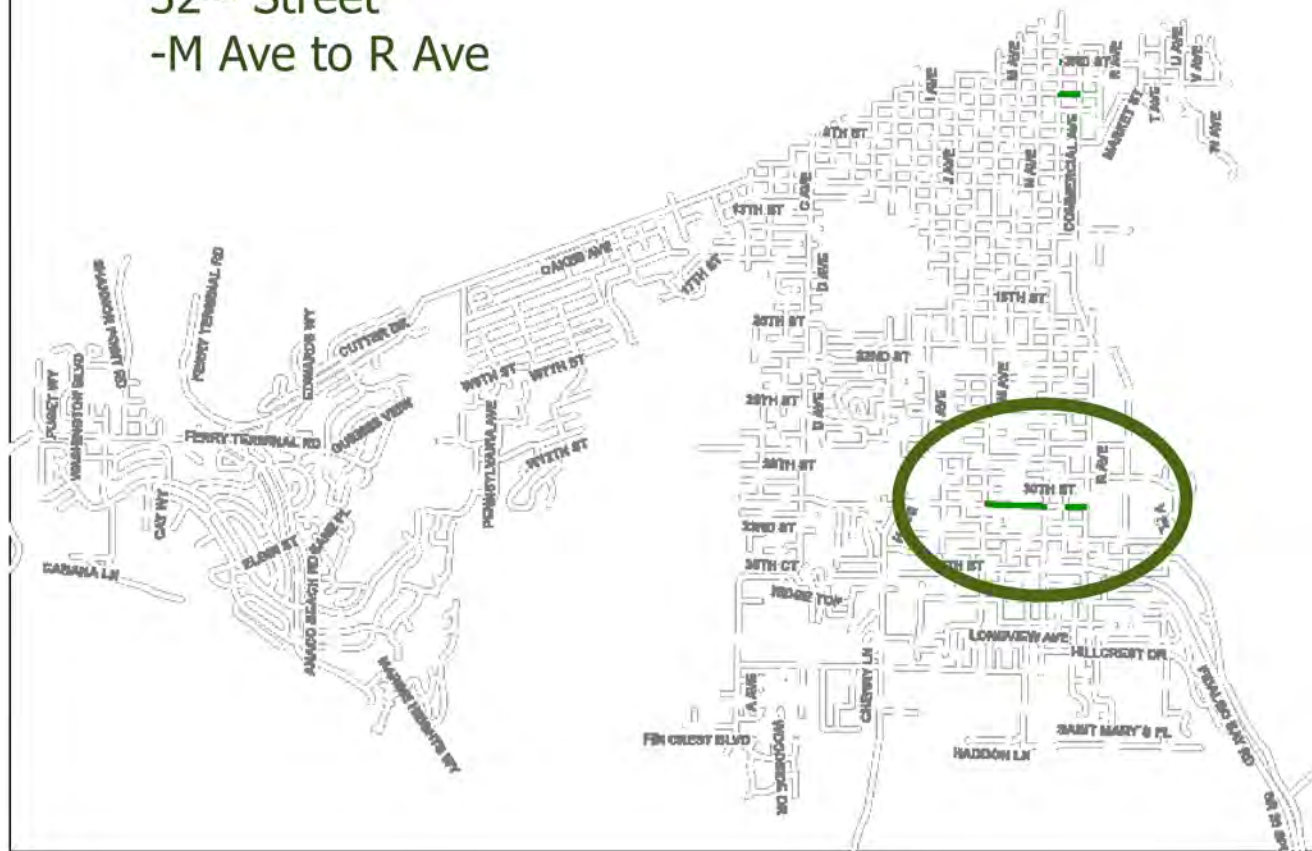
Scenario Treatments

Arterial Rehabilitation 2018 - 2022 - Printed: 3/6/2018

Feature Legend

■ MILL & FILL 2" OVERLAY

32nd Street
-M Ave to R Ave



Collector Rehabilitation (Overlay) needs



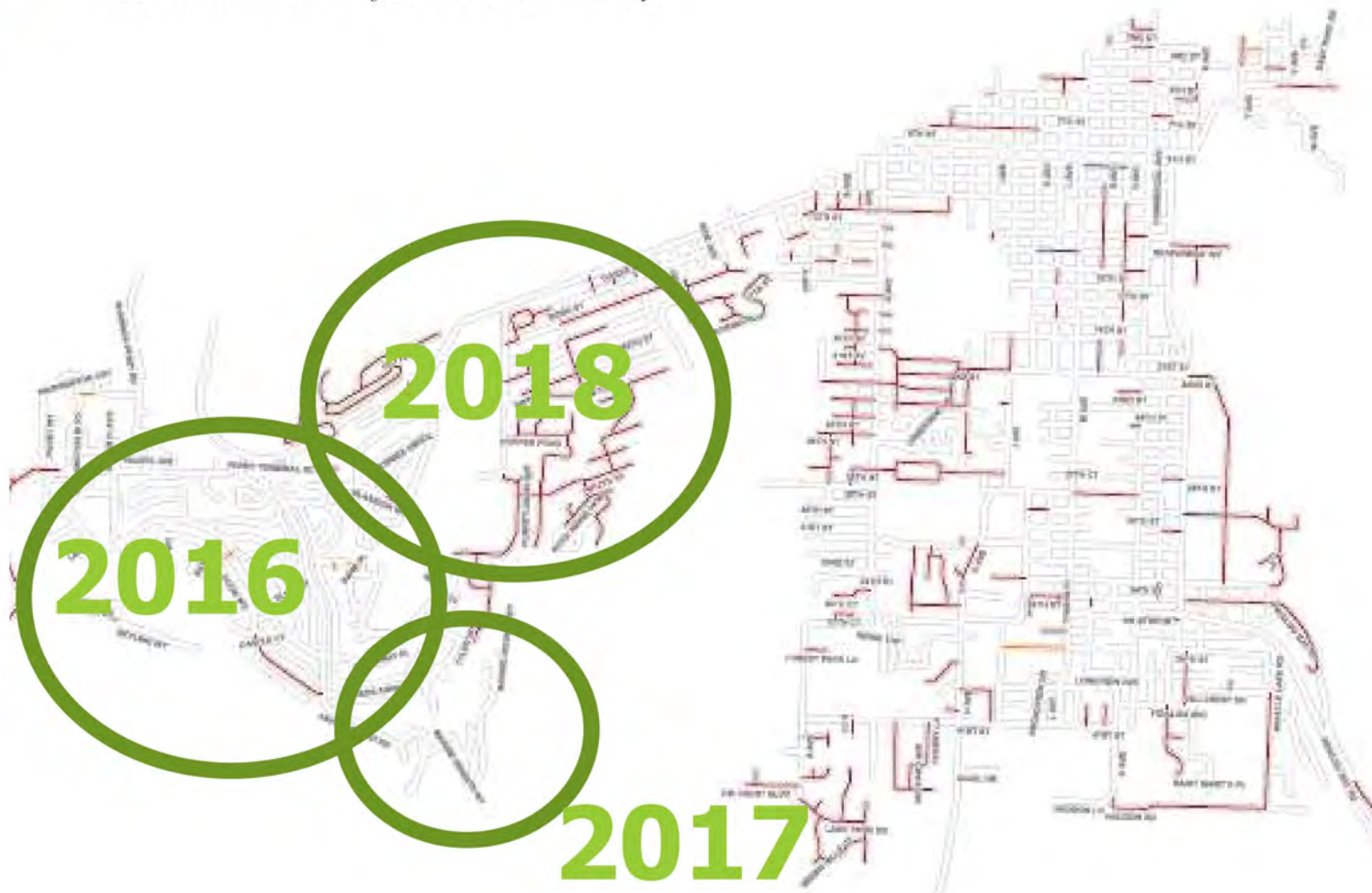
Scenario Treatments Collector Rehab 2018 to 2022 - Printed: 3/6/2018





City of Anacortes Public Works

"Essential Services for our Community"





City of Anacortes Public Works

“Essential Services for our Community”

Existing Funding Levels

Historical Annual Paving Funding





City of Anacortes Public Works

"Essential Services for our Community"

PCI OVER TIME 2014 TO 2027 AT CURRENT SPENDING LEVEL



The Average PCI among small size cities in
Washington State is 76



City of Anacortes Public Works

"Essential Services for our Community"

	Car Tabs to \$40	Sales Tax 0.2%
REET I	\$250,000	\$250,000
REET II	\$250,000	\$250,000
Solid Waste Utility Tax	\$283,000	\$283,000
TBD \$40 Car Tabs	\$640,000	
TBD 2% Sales Tax		\$928,000
	\$1,423,000	\$1,711,000

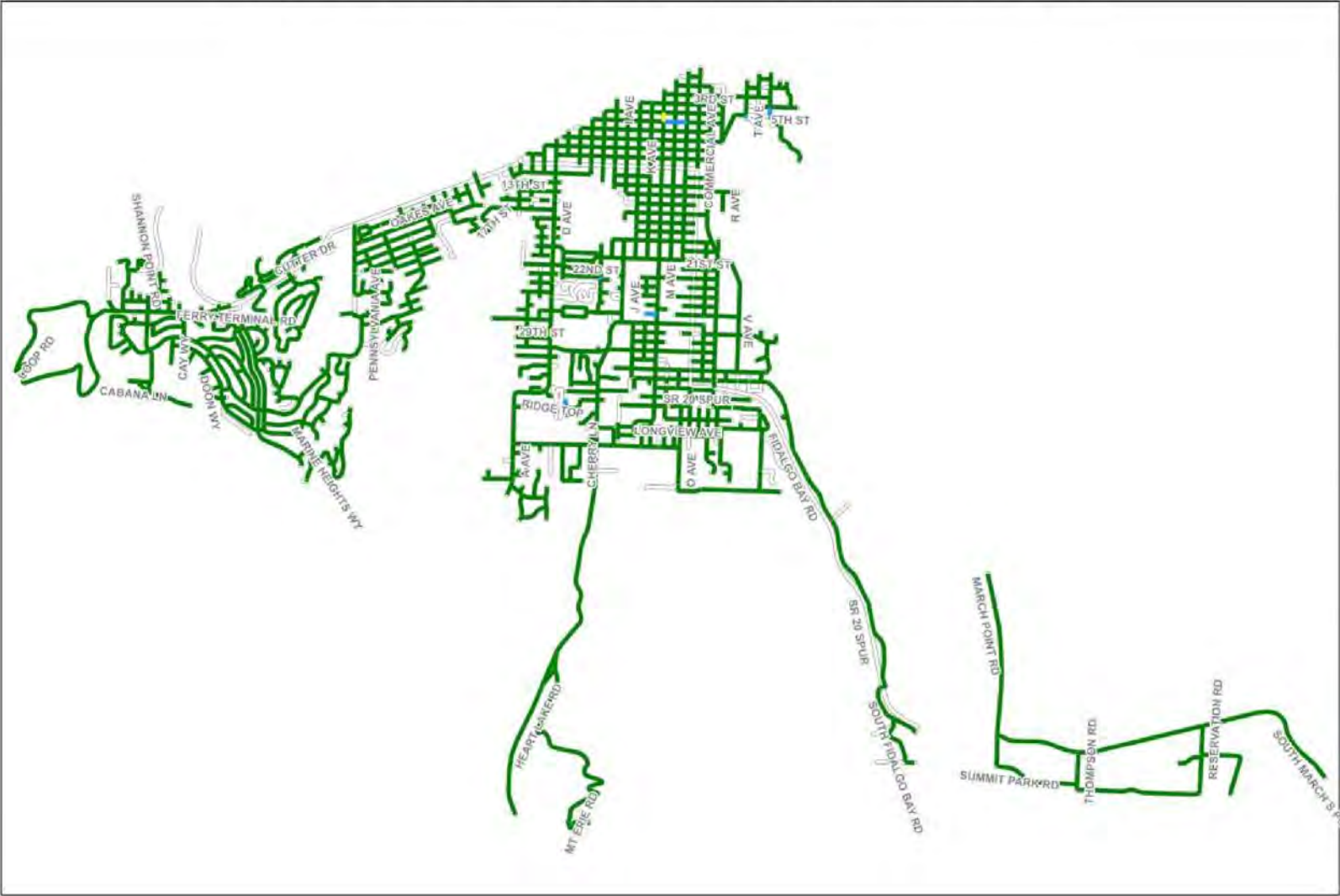


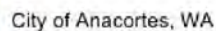
City of Anacortes, WA

Scenario PCI Condition

(1) Unconstrained Needs - 2027 Project Period - Printed: 2/14/2018

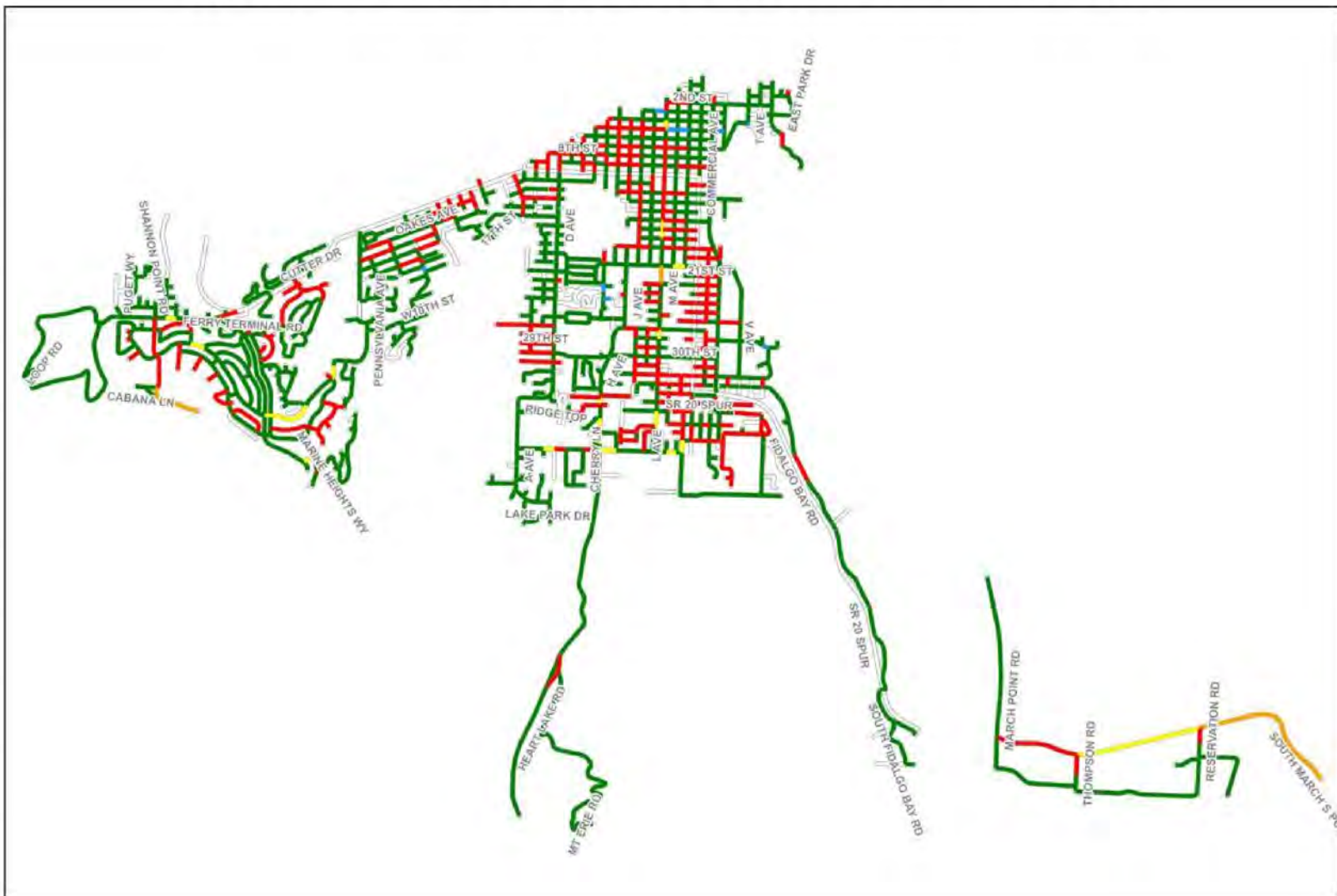
- Feature Legend**
- Category I - Very Good
 - Category II - Good (Non-Load)
 - Category III - Good (Load)





(2) Current Funding \$1.1M/Yr - 2027 Project Period - Printed: 5/21/2018

- Category I - Very Good
- Category II - Good (Non-Load)
- Category III - Good (Load)
- Category IV - Poor
- Category V - Very Poor





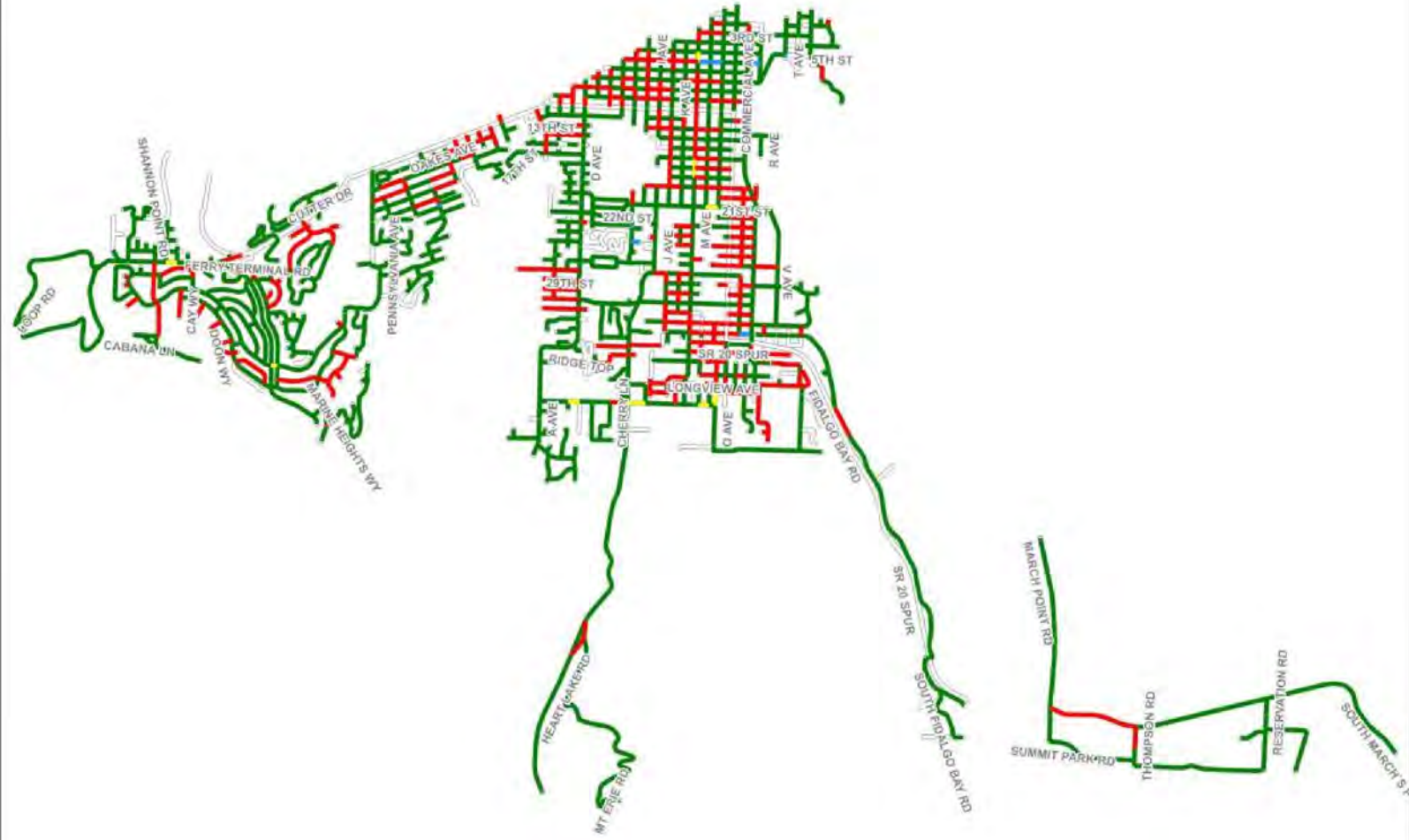
City of Anacortes, WA

Scenario PCI Condition

(3) Maintain Current PCI \$1.3M/Yr - 2027 Project Period - Printed: 2/14/2018

Feature Legend

- Category I - Very Good
- Category II - Good (Non-Load)
- Category III - Good (Load)
- Category V - Very Poor





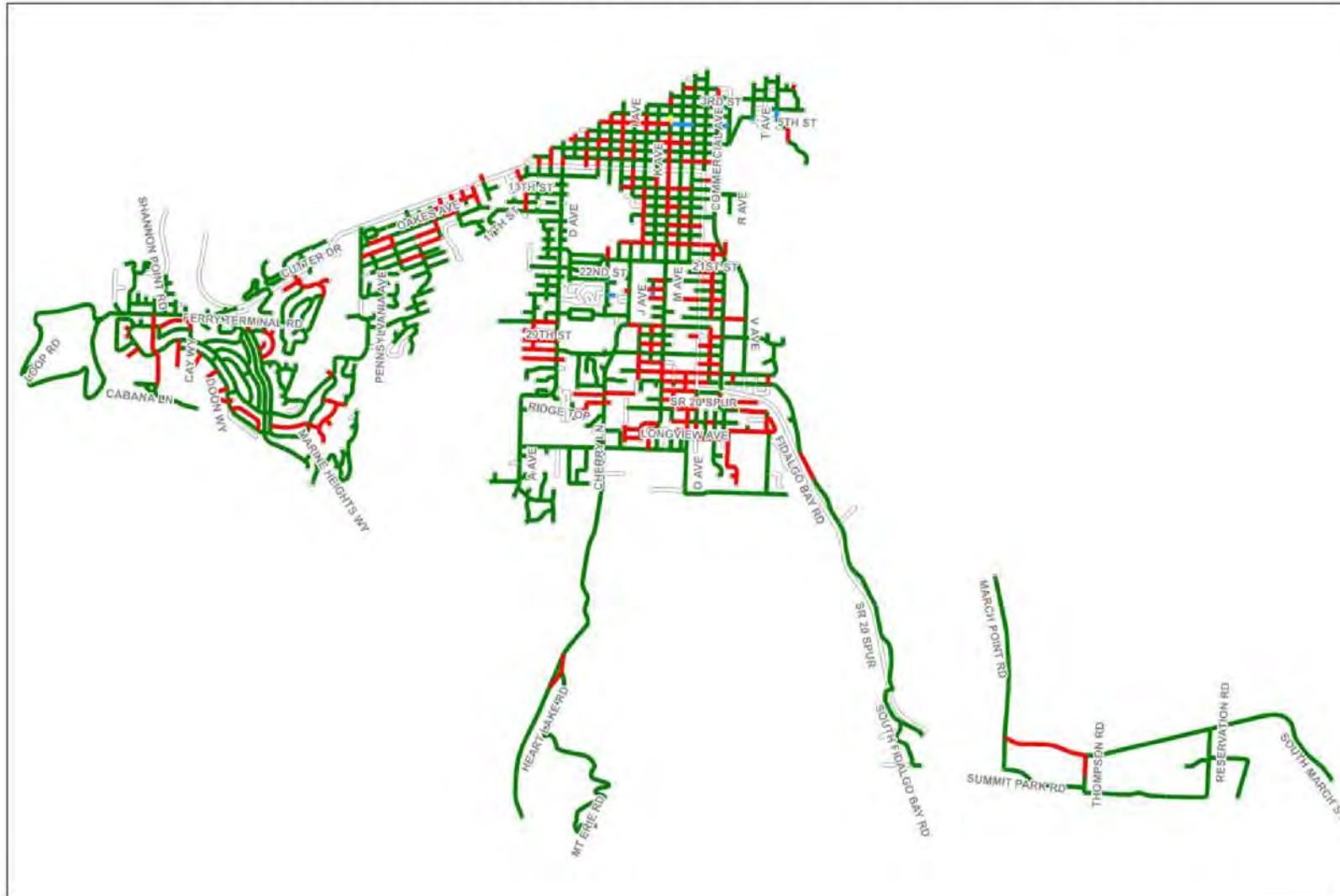
City of Anacortes, WA

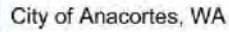
Scenario PCI Condition

(4) Increased funding \$1.5M/Yr - 2027 Project Period - Printed: 2/14/2018

Feature Legend

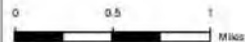
- Category I - Very Good
- Category II - Good (Non-Load)
- Category III - Good (Load)
- Category V - Very Poor





(5) Increase PCI 5 points \$1.7M/Yr - 2027 Project Period - Printed: 2/14/2018

- Category I - Very Good
- Category II - Good (Non-Load)
- Category III - Good (Load)
- Category V - Very Poor





City Council Agenda Bill

Meeting Date: 5/29/2018

Agenda Item: 7b

Subject: Collective Bargaining Agreement with Anacortes Police Services Guild Non-Commissioned Employees (3/1/18-12/31/2020)

Staff Contact: Emily Schuh

Approved for Submittal to Council by	
	Laurie Gere, Mayor
	Steve Hoglund, Finance Director
	Darcy Swetnam, City Attorney
X	Emily Schuh, Admin Services Dir.

Action Type	
	Ordinance No.
	Code Revision?
X	Resolution No. 2015
X	Contract
	Public Hearing
	Staff Report

Summary Statement: A collective bargaining agreement by and between the City of Anacortes and Anacortes Police Service Guild Commissioned Employees formalizing wages, hours, and working conditions. The term of the agreement is June 1, 2018 through December 31, 2021.

The proposed bargaining agreement provides language cleanup and a compensation package that is reflective of other police services bargaining agreements.

The proposed bargaining agreement includes:

- 4.5 language cleanup
- 4.7 language cleanup
- 4.8 language cleanup
- 5.6 language cleanup
- 8.1 format cleanup
- 8.2 Language clarification for vacation picks
- 9.6 Aligning practice with cba language
- 13 No changes in health and welfare. Updated to reflect changes in carriers only.
- 18.4 Wage increases
 - 6/1/18 2.5%
 - 1/1/19 2.25%
 - 1/1/20 2.5%
 - 1/1/21 2.5%

In lieu of retroactive pay, each employee in active employment status on the

date this agreement is fully ratified will receive a one-time gross payment of \$750.00

19 Fringe benefit calculation transitioned from flat dollar amount to percentage.

Language cleanup

19.3 Longevity changes effective 1/1/19.

19.4.1 Detective 4.0% premium and discussion on detective clothing allowance

19.4.2 School Resource Officer 4.0%

19.43 Canine Unit Officer 4.0%

19.4.4 Field Training Officer 3.0%

19.5 Education Incentive BA 2.0%

22.6 Use of Force language cleanup regarding time allowed before providing written or recorded statement

Corporal MOU update to clarify corporal pay structure.

Canine Unit MOU update to clarify canine kenneling.

WA Paid Sick Leave MOU Ability to revisit City's Personnel Policy 702 regarding WA Paid Sick Leave and Leave Share Program

Background: The current collective bargaining agreement between the City of Anacortes and Anacortes Police Services Guild Commissioned employees expired on December 31, 2017. The City and Guild began negotiations in the summer of 2017. In January 2018 a mediator assigned by PERC met with us and together we came to a tentative agreement during our 4th day of mediation which the commissioned guild members have since ratified. Tonight I am presenting the proposed bargaining agreement to City Council for final approval.

The City Council personnel committee has been aware of the status of negotiations throughout the process.

Budget Impact	
Budget Account (BARS)	
Proposed Expenditure	
Budget Amendment Required?	no
Revenue Source	

Proposed Contract	
Contractor	
Amount	
Start Date	6/1/2018
End Date	12/31/2021

Budget Impact: There will be a net 9.75% wage increase over four years: 6/1/2018 2.5%, 2019 2.25%, 2020 2.5%, and 2021 2.5%.

Previous Council/Committee Action:

Competing Viewpoints Considered:

Recommended Motion: I move to approve Resolution 2015 and the collective bargaining agreement between the City of Anacortes and Anacortes Police Services Guild Commissioned Employees effective 6/1/18-12/31/2021.

Alternative Actions:

Attachments (listed in order presented): Proposed collective bargaining agreement (tracking changes); Proposed collective bargaining agreement (clean copy), Resolution 2015

AN AGREEMENT BETWEEN:

●THE CITY OF ANACORTES, WASHINGTON

AND

●THE ANACORTES POLICE SERVICES GUILD
COMMISSIONED EMPLOYEES

TENTATIVE AGREEMENT FOR RATIFICATION VOTE

Updated April 27, 2018

June 1, 2018 – December 31, 2021

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MEMORANDUM OF UNDERSTANDING RE. ESTABLISHMENT OF A CANINE UNIT	<u>3636</u>
MEMORANDUM OF UNDERSTANDING RE: WA PAID SICK LEAVE.....	<u>4040</u>

ARTICLE 1 - RECOGNITION

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

ARTICLE 2 - GUILD SECURITY

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

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

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

ARTICLE 3 - GUILD RIGHTS AND RESPONSIBILITIES

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

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

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

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

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

ARTICLE 4- HOURS OF LABOR

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

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

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

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

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

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

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

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

Other shifts may be agreed to by the parties.

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

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

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

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

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

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

~~4.7 Any part-time Employee working 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 Employees are allowed to accumulate compensatory time to a maximum balance of 60 hours. Compensatory time in lieu of overtime pay shall be taken at the convenience of the Employer and the Employee, consistent with the Fair Labor Standards Act. Once per year employees have the option to have their accrued compensatory time deposited into their deferred compensation account or paid out in wages. Employees must actively

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request this of payroll by the timesheet due date for the 2nd pay period in November. If no selection is made, accrued comp time will carry over.

4.8 — Police Department Employees shall be allowed to accumulate compensatory time to a maximum balance of 60 hours. Compensatory time in lieu of overtime pay shall be taken at the convenience of the Employer and the Employee, consistent with the Fair Labor Standards Act. Accrued compensatory time will be deposited into a deferred compensation account or paid out in wages. Employee must inform payroll of their distribution preference by December 10. If employee fails to notify payroll of their preference, the comp time will be included on their paycheck. Employee's compensatory time balance will be distributed on the final check of the calendar year (that is paid on January 5th). Any compensatory time balance of 8.5 hours or less will be carried forward into the next calendar year.

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4.94.8 Shift Bidding Process All Officers, Corporals, and Sergeants assigned to patrol will participate in a shift bidding process. Shift bidding does not apply to Detective, Crime Prevention, Animal Control, or Probationary positions.

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

4.89.1 Patrol Shift Bidding

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

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

4.89.2 Employer Scheduling

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

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

ARTICLE 5 - SENIORITY

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

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

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

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

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

~~5.6 — All job vacancies shall be posted on the City's website for five business days.~~

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

ARTICLE 6 - GRIEVANCE

Any disputes arising under this Agreement shall be settled as stated in this Article provided that no employee shall avail himself or herself of this Article if they appeal a dispute to the Civil Service Commission. Any bargaining unit member who is the subject

of disciplinary action, including oral or written reprimand and who feels such action is improper, may complain to the Guild and may elect to pursue a grievance regarding disciplinary action through the grievance procedure of this Article, or through the Civil Service Commission but not through both.

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

- Step 1: Any employee and/or guild representative who has a grievance shall present the grievance to the immediate supervisor, either orally or in writing, except where not feasible. All grievances must be presented no later than ten business days from the date of the occurrence of the matter giving rise to the grievance or within ten business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. All efforts will be made to resolve the grievance within ten business days of being filed.
- Step 2. If a resolution cannot be reached in Step 1 then it shall be submitted in writing to the Police Chief or designee. The grievance shall contain a substantially complete statement of facts, the contractual provisions allegedly violated, and the relief requested. This written grievance shall be presented to the Police Chief or designee no more than ten business days after the initial time period outlined in step one of the grievance procedure. The Police Chief or designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten business days with the grievant and Guild, if requested by the employee, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Chief or designee shall provide a written response to the employee and Guild within ten business days following their meeting. An extension of the time periods in the grievance process may be made with the agreement of both parties.
- Step 3: If the grievance is not settled at Step 2 and the Guild desires to appeal, it shall be referred by the Guild in writing to the Mayor or designee within ten business days after receipt of the City answer in Step 2. Thereafter, the Mayor or designee and the Police Chief or designee, shall meet with the grievant and Guild within ten business days of receipt of the Guild's appeal, if at all possible. If no agreement is reached, the Mayor or designee shall submit a written answer to the Guild within ten business days following the meeting. An extension of the time periods in the grievance process may be made with the agreement of both parties.
- Arbitration: If the grievance is not settled in Step 3 and the Guild wishes to appeal the grievance from Step 3, the Guild may refer the grievance to arbitration, as described below, within twenty business days of receipt of the written answer as provided to the Guild at Step 3.

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

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

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

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

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

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

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

Time Limits:

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

ARTICLE 7 - HOLIDAYS

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

New Year's Day	(First Day of January)
Martin Luther King Day	(Third Monday in January)
Presidents Day	(Third Monday in February)

Memorial Day	(Last Monday of May)
Independence Day	(July 4 th)
Labor Day	(First Monday in September)
Veteran's Day	(November 11)
Thanksgiving Day	(Fourth Thursday in November)
Day after Thanksgiving	(Day Immediately Following Thanksgiving)
Christmas Day	(December 25)
Floating Holiday (1)	

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

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

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

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

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

ARTICLE 8 - VACATION

8.1 Vacation leave shall accrue as follows:

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Service Period	Vacation Accrual	Maximum Accrual
First month through 48 months	8 hours per month	240176 hours
Months 49 through 108	10 hours per month	2400 hours
Months 109 through 168	14 hours per month	240 hours
169 months and beyond	17 hours per month	240 hours

1 through 4 years ————— 4 hours per pay period (8 hours per month)
5 through 9 years ————— 5 hours per pay period (10 hours per month)
10 through 14 years ————— 7 hours per pay period (14 hours per month)
15 years and beyond ————— 8.5 hours per pay period (17 hours per month)

~~8.2 — Earned vacation may be accrued to a maximum of two hundred and forty hours.~~

~~8.23~~ The Employer shall not unreasonably deny leave requests, consistent with the needs of the Department. Vacation shall be based on seniority of employment provided employee's top three vacation requests are submitted between December 1st – 15th for vacations scheduled to occur January 1st - December 31st of the following year. Each vacation request can be for a minimum of one day to a maximum of 3 weeks. Requests submitted after December 15th of each year will be allocated on a first-come, first served basis. Vacation requests shall be approved by the Chief based on efficient operation of the Anacortes Police Department. The Employer shall waive the maximum carryover restriction on vacation leave if the employee is required to cancel a scheduled vacation due to the requirements of the Employer.

~~8.4~~ 8.3 Vacation leave shall be computed exclusive of holidays or sick leave testified to by a physician's written statement.

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~~8.45~~ Vacation leave is to be deducted on an hour-for-hour basis. (For example, patrol officers who are scheduled to work 8½ hour shift must also take 8½ hours of benefits (i.e. vacation or sick leave) when they are absent.

~~8.56~~ Employees may elect to have their accrued vacation balance that exceeds 160 hours cashed out and deposited into a deferred compensation account. The employee must notify payroll in writing by November 20th of each year for distribution on the December 5th payday.

ARTICLE 9 - SICK LEAVE

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

9.2 LEOFF II Duty - Related Disability Leave Benefit: LEOFF II Employees shall accrue four hours of disability leave for each pay period of employment with the City

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

9.3 Sick leave shall be computed exclusive of holidays.

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

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

9.6 Notification of absence due to sickness shall be given ~~to dispatch 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. Head), but no later than two hours before the start of the employee's work shift unless it is shown that such notification was unreasonable or not practical. Failure to properly report an illness may be considered as absence without pay and may subject the employee to discipline.

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

ARTICLE 10 – LIGHT DUTY ASSIGNMENTS

10.1 Light duty assignments shall be made available to Employees who are sick, injured or disabled and who have been released by their physician to work light duty if work is available and suitable. Management retains the ability to require employees who have been released by their physician to work light duty to work. Priority will be given to employees who are injured in the line of duty. Management retains the right to assign the work schedule during the light duty assignment; however, employees on light duty will work no more hours than their regular work schedule.

- (a) Employees working light duty shall perform those duties assigned by the Chief of Police and shall be consistent with the type of duties normally performed by members of the bargaining unit.
- (b) During the light duty schedule, employees shall continue to accrue their regular benefits as outlined in collective bargaining and current personnel policies.

- (c) The light duty assignments will be authorized in thirty (30) day increments provided there are sufficient and compatible duties to be performed. A light duty assignment shall not exceed three (3) months. Employees may request, in writing, an extension of the three month provision of this section subject to approval by the Chief of Police.

ARTICLE 11 - BEREAVEMENT

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

ARTICLE 12 - RECORDS

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

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

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ARTICLE 13 - HEALTH AND WELFARE COVERAGE

13.1 Medical Insurance Plans

- (a) ~~2015. The City will provide employees with the following plans: AWC HealthFirst \$10 copay plan, AWC High Deductible Health Plan, Group Health Cooperative Plan 2, Group Health Cooperative High Deductible Health Plan, or Group Health Access PPO all as offered through the Association of Washington Cities Benefit Trust.~~
- (a) ~~2016 & 2017.~~ The City will provide employees with the following plans: AWC Regence HealthFirst High Deductible Health Plan, Group Health Kaiser Permanente Cooperative High Deductible Health Plan, AWC Regence

HealthFirst \$250 plan, or ~~Group Health~~Kaiser Permanente Access PPO, all as offered through the Association of Washington Cities Benefit Trust.

13.2 Premiums

(a) 2015:

- i) ~~HealthFirst \$10 copay or Group Health Plan 2. Employees will be responsible for paying the following portion of the premium costs:~~

Employee only	0.00
Employee + spouse	71.00
Employee + 1 child	35.00
Employee + 2 or more children	65.00
Employee, spouse + 1 child	106.00
Employee, spouse + 2 or more children	135.00

- ii) ~~For employees enrolled on an AWC High-Deductible Health Plan, the City will pay 100% of the premiums for the employee and dependents. The City will also contribute to the employee's health savings account (HSA) fifty percent (50%) of the difference between the premium cost of the AWC HealthFirst \$10 copay plan and the employee's chosen high deductible plan for the tier of coverage selected by the employee (i.e., employee, employee plus spouse, etc.). In the event the employee is not eligible for a HSA, the City's contribution will be made to a deferred compensation plan offered by the City. (1) To begin building funds in a HSA, an employee may elect to have up to \$1000 (employee only) or \$2000 (family) cashed out from accrued vacation and transferred into the HSA on the January 5 payday so long as the employee's vacation balance does not fall below 40 hours. The 2015 maximum HSA contributions (employer and employee) are \$3350 individual and \$6650 family.~~

- iii) ~~For employees enrolled on the Group Health Access PPO plan, the City will pay 100% of the premiums for the employee and 90% of the premiums for the employee's eligible insured dependents. The City will also contribute fifty percent (50%) of the difference between the City's premium cost of the AWC HealthFirst \$10 copay plan and the employee's chosen Group Health Access PPO plan for the tier of coverage selected by the employee (i.e., employee, employee plus spouse, etc.) to a deferred compensation plan offered by the City or included in the employee's paycheck.~~

- iv) ~~Dual Insurance—no change.~~

(b) 2016 and 2017:

- i) ~~In consideration for healthcare changes, \$1300.00 will be added to the base annual wage (\$108.33 will be added to the monthly base wage) of each bargaining unit position at step one, effective January 1, 2016. The percentage between steps will remain unchanged from 2015.~~

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

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(4) **13.2.2** For employees choosing the ~~Group Health~~Kaiser Permanente PPO \$250 deductible plan, the City will pay 100% of the premiums for the employee and 90% of the premiums for dependents. The City will share fifty percent (50%) of the premium cost savings difference between the ~~Group Health~~Kaiser Permanente PPO \$250 plan and the ~~Regence~~ HealthFirst \$250 plan to be paid on each pay period.

iii) **13.2.3** ~~In 2016 and 2017~~2018, 2019, and 2020, and 2021, the City will pay 100% of the premium costs of medical insurance for employees and their dependents who select an AWC High Deductible Health Plan.

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

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

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

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

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

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

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

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

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

ARTICLE 14- MANAGEMENT'S RIGHTS

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

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

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

14.4 Except as otherwise provided herein, the Employer shall decide all questions as to 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.

14.5 Any and all rights concerned with management and operation of the Police Department are exclusively that of the City unless otherwise specially provided by the terms of this Agreement. By way of example only, the City has the right to discipline, suspend, or discharge employees for just cause; to assign work and determine job content of employees; to determine the number of personnel to be assigned duty at any time; to determine, introduce new, or revise the methods, processes and means of providing departmental services; to determine the work and shift schedule (in a manner not inconsistent with this Agreement); to establish performance standards and evaluations; to build, move, or modify its facilities; to take any action on any matter in the event of any emergency; and to perform all of the functions not otherwise expressly limited by the Agreement or applicable law. Nothing in this Article shall be interpreted to modify

other explicit provisions of this Agreement nor to waive the Guild's right to bargain the "effects" of performance standards and evaluations.

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

ARTICLE 15 - EMPLOYMENT

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

ARTICLE 16 - CIVIL SERVICE STATUTES

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

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

ARTICLE 17 - CONTINUOUS OPERATION

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

ARTICLE 18 - WAGES

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

18.2 See Corporal MOU (Attached)

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

18.4 Effective ~~January 1, 2015~~ June 1, 2018, the wages shall be those set forth in Addendum A. A salary schedule shall be prepared showing the hourly, monthly, overtime and annual salaries for each classification through the term of this agreement. The salary schedule will reflect the following wage increases from the 2017~~4~~ wage schedule:

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

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

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

ARTICLE 19 - FRINGE BENEFITS

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

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

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19.32 Longevity

Begins after 5 years of employment.

Year	Formula for monthly premium	Maximum Monthly Benefit
2015	Multiply years of service by \$2.00.	\$60.00
2016	Multiply years of service by \$3.00.	\$90.00
2017-2018	Begins after 5 years of employment. Multiply years of service by \$4.00.	\$120.00

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Effective January 1, 2019, longevity is provided as follows:

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

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

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

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

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

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

19.4.4 Field Training Officer Premium pay shall be provided to employees assigned as Detective or School Resource Officer. Employees assigned to detective shall be provided with holster, cuff case and shell case while on duty

2015 \$258/month
2016 \$265/month
2017 \$273/month

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

An individual may collect only one premium pay upgrade at any one time.

2015 \$196/month
2016 \$202/month
2017 \$207/month

19.5 Education Incentive Officers Education incentive pay shall be provided to sworn police personnel holding a Bachelor's Degree from an accredited college or university shall receive a 2.0% education incentive. Those holding a Bachelor's degree will receive \$134.00 per month.

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

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19.65 **Deferred Compensation** In March 2015, a deferred compensation program was enacted. The City began Effective March 1, 2015 the City agrees to matching each participating member's deferred compensation contribution up to a specified amount. For 2018, 2019, 2020, and 2021 the City will match of up 3.0% of step 6 police officer wages. -up to:

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2015	2.0% of step 6 police officer wages
2016	2.5% of step 6 police officer wages
2017	3.0% of step 6 police officer wages

The City's per pay period maximum contribution will be based on the above table. The City will make the contributions are made directly in to the employee's deferred compensation account.

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

19.76 Clothing and Equipment

19.76.1 Uniforms and protective clothing.

The Employer agrees to furnish and replace as necessary all required uniforms and protective clothing for all members covered by the bargaining agreement. In addition, the Employer agrees to all cleaning and care of the uniforms and protective clothing required by the Employer. The complete list of issued equipment is attached.

City Issued Equipment:

Patrol Uniforms

- 3 Long Sleeve Shirts
- 3 Short Sleeve Shirts
- 3 Pants
- 1 Uniform Hat with Badge and Cover(following completion of probation)
- 1 Baseball Hat

- 1 Uniform Ties
- 1 Tie Bar
- 1 Uniform Badge

- 1 Uniform Jacket with removable fleece liner
- 1 Uniform Jumpsuit (following completion of probation)
- 1 Pair Gloves
- Name Tags provided on all items of clothing that require one

Patrol Equipment

- 1 Flashlight (with Charger)
- 1 Protective Ballistic Vest (see 19.7.54)
- 1 Duty Pistol
- 3 Magazines (for issued duty pistol)
- Duty Ammo Rounds (issued once per year)
- 1 Double Magazine Pouch
- 1 12 Gauge Shotgun
- 1 Uniform Pant Belt
- 1 Duty Pistol Belt
- 1 Holster
- 1 Handcuff Case
- 2 Handcuffs
- 1 Portable Radio (with case)
- 1 Defensive Spray Canister (with case)
- 4 Belt Keepers
- 2 Metal Citation Holders
- 1 Key Holder
- 1 Baton (with Holder)
- 1 Knife (with Case)

19.76.2 Loss and Destruction.

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

19.76.3 Cleaning

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

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

19.7.57.1 Protective Ballistic Vest

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

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

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

Vests will be replaced five years after their issue date.

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

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

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

ARTICLE 20 - PROFICIENCY SYSTEM

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

Proficiency Levels

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

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

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

ARTICLE 21 - WORK STOPPAGES

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

ARTICLE 22 - INTERNAL INVESTIGATIONS

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

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

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

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

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

22.6 When an employee, whether on or off duty, uses force which results in the injury or death of a person, the employee shall not be required to make a written or recorded statement for ~~twelve (12)~~forty-eight (48) 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 forty-eight (48) ~~twelve (12)~~ hours.

ARTICLE 23 - PSYCHOLOGICAL / MEDICAL EVALUATIONS

23.1 Initial Evaluation

23.1.1 No psychological or medical test will take place unless the City has reasonable suspicion to believe that an employee may be psychologically or medically unfit to perform their job. In such cases, the City may require that the employee be tested by a qualified

doctor to determine the employee's fitness for duty. Such examination will be at the City's expense.

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

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

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

23.3 Medical Arbitration.

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

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

ARTICLE 24 - PERSONNEL RECORDS

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

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

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

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

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

ARTICLE 25 - PROTECTED SPEECH

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

ARTICLE 26 - TOBACCO POLICY

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

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

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

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

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

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

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

Physical Fitness Score

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

ARTICLE 28 - DRUG AND ALCOHOL TESTING

28.1 It is the intent of the City and the Guild to maintain a workplace that is free from the effects of drug and alcohol abuse. Therefore, no employee shall unlawfully manufacture, distribute, dispense, possess or use any illegal controlled substance or

alcohol in any City workplace. Nor shall any employee report to work or work under the influence of alcohol or an illegal controlled substance.

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

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

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

ARTICLE 29 - HARASSMENT

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

ARTICLE 30 - RESERVE UNIT

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

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

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

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

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

ARTICLE 31 - ENTIRE AGREEMENT

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

31.2 Both City and the Guild acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

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

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

ARTICLE 32 - SAVINGS CLAUSE

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

ARTICLE 33 - AGREEMENT DURATION

The Agreement shall be and remain in full force and effect from ~~June 1, 2018~~~~January 1, 2015~~ through December 31, ~~2021~~~~2017~~. All provisions herein are subject to existing laws and ordinances and any provision found to be in conflict shall be void.

SIGNED THIS ~~30th~~~~17th~~ DAY OF ~~MAY 2018~~~~FEBRUARY 2015~~.

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ANACORTES POLICE SERVICES GUILD CITY OF ANACORTES, WA

BY:

BY:

GUILD PRESIDENT ~~Terrence Clifford~~~~Chad Pruiett~~

MAYOR Laurie M. Gere

BY:

BY:

GUILD VICE-PRESIDENT- Rob Leetz

ADMINISTRATIVE SERVICES
DIRECTOR Emily Schuh

BY:

CHIEF OF POLICE John Small

ATTEST:

CITY CLERK – TREASURER
Steve Hoglund

ADDENDUM A- ~~2015-2016-2017~~6/1/2018-12/31/2022 Wage Scale

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

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

2019 Wage Schedule 2.25% Wage Increase

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

2020 Wage Schedule 2.5% Wage Increase							
GRADE	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	Police Officer	5,857.90	6,121.50	6,396.97	6,684.84	6,985.65	7,334.94
14	Corporal	7,481.64	7,631.27				
15	Sergeant	7,919.29	8,176.67	8,442.41			
MONTHLY, HOURLY, OVERTIME, ANNUAL WAGES							
GRADE	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	MONTHLY	5,857.90	6,121.50	6,396.97	6,684.84	6,985.65	7,334.94
	HOURLY	33.80	35.32	36.91	38.57	40.30	42.32
	OVERTIME	50.69	52.97	55.36	57.85	60.45	63.48
	ANNUAL	70,294.78	73,458.05	76,763.66	80,218.03	83,827.84	88,019.23
14	MONTHLY	7,481.64	7,631.27				
	HOURLY	43.16	44.03				
	OVERTIME	64.74	66.04				
	ANNUAL	89,779.64	91,575.24				
15	MONTHLY	7,919.29	8,176.67	8,442.41			
	HOURLY	45.69	47.17	48.71			
	OVERTIME	68.53	70.76	73.06			
	ANNUAL	95,031.52	98,120.04	101,308.95			

2021 Wage Schedule 2.5% Wage Increase							
GRADE	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	Police Officer	6,004.35	6,274.54	6,556.90	6,851.96	7,160.29	7,518.31
14	Corporal	7,668.68	7,822.05				
15	Sergeant	8,117.28	8,381.09	8,653.47			
MONTHLY, HOURLY, OVERTIME, ANNUAL WAGES							
GRADE	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	MONTHLY	6,004.35	6,274.54	6,556.90	6,851.96	7,160.29	7,518.31
	HOURLY	34.64	36.20	37.83	39.53	41.31	43.37
	OVERTIME	51.96	54.30	56.74	59.30	61.96	65.06
	ANNUAL	72,052.15	75,294.50	78,682.75	82,223.48	85,923.53	90,219.71
14	MONTHLY	7,668.68	7,822.05				
	HOURLY	44.24	45.13				
	OVERTIME	66.36	67.69				
	ANNUAL	92,024.13	93,864.62				
15	MONTHLY	8,117.28	8,381.09	8,653.47			
	HOURLY	46.83	48.35	49.92			
	OVERTIME	70.25	72.53	74.89			
	ANNUAL	97,407.31	100,573.05	103,841.67			

February 17, 2015 (updated 03/2018)

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Memorandum of Understanding re. Implementation of Corporal Classification

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

Implementation of Corporal Classification

1) Minimum Qualifications to Test for the Corporal Classification

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

2) Testing Process

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

3) Appointment

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

4) Implementation of New Classification:

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

- e) In the absence of a Sergeant and Corporal on a shift, the senior patrol officer will be assigned as the Lead Officer and will receive Corporal pay for those hours worked in that capacity.
 - f) Until the Corporal position is implemented, the most senior Police Officer on duty shall be the Lead Officer in the absence of a Sergeant, and shall be compensated with the pay of a first step Sergeant for those hours worked.
- 5) **Corporal Uniforms:**
- a) Corporals will wear an insignia of two chevrons on their uniform sleeves. They will retain their Police Officer badges.
 - b) Corporal's radio designation will be D-11 to D-14.
- 6) **Corporal Training:**
- a) Corporals, as first line supervisors, are required to obtain 40 hours of supervisory training. This can be accomplished through online training if the appropriate training is available and should be done within twelve months of appointment based on course availability.
 - b) Corporals are eligible for specialized assignments included Field Training Officer, range instructor, EVOC instructor, or defensive tactics instructor. Corporals are not eligible for School Resource Officer or other full time specialty position other than Detective.
- 7) **Removal from Position:**
- a) Removal from the position shall be consistent with the provisions of the collective bargaining agreement and the civil service rules. A Corporal may not be removed or demoted without just cause.
 - b) A Corporal may voluntarily step down from the position to a Police Officer position, retaining the same level of seniority he or she possessed as a Police Officer before accepting a Corporal promotion.
- 8) **Corporal Pay:**
- a) A new wage scale will be established for corporals.
 - b) There will be two steps. ~~1st step is 2% above top step police officer. There will be 2% between steps. Upon implementation of the 2018 collective bargaining agreement, the corporal wage scale in effect during 2017 will be increased by the same percent wage increase as all other members of the collective bargaining unit and the corporal classification wage schedule will no longer be tied to the top step police officer.~~

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

By _____ By _____
~~Chad Pruiett~~Terrence Clifford - President Laurie M. Gere - Mayor

 Emily Schuh – Admin Services Dir.

ATTEST:

By _____
Steve Hoglund - City Clerk

June 24, 2015 Revised 10/12/2017

Memorandum of Understanding re. Establishment of a Canine Unit

Memorandum of Understanding

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

Re: Establishment of a Canine Unit

POLICE CANINE OVERTIME

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

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

POLICE CANINE UNIT SPECIALTY PAY

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

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

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

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

POLICE CANINE UNIT HOURS OF WORK

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

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

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

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

CANINE UNIT ASSIGNMENT/REASSIGNMENT

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

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

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

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

CANINE UNIT EQUIPMENT

The City will provide the following equipment:

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

By _____

By _____

Chad Pruiett, Anacortes Police Guild President

Laurie M. Gere, Mayor

By _____

By _____

Rob Leetz, Anacortes Police Guild Vice President
Services

Emily C. Schuh, Admin

By _____

By _____

John Small, Chief

ATTEST:

By _____

Steve Hoglund, City Clerk.

Memorandum of Understanding re: WA Paid Sick Leave

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

Recital

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

Agreement

Now, therefore, the parties agree as follows:

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

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

Signed and Dated this _____ day of _____, 2018.

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

AN AGREEMENT BETWEEN:

●THE CITY OF ANACORTES, WASHINGTON

AND

●THE ANACORTES POLICE SERVICES GUILD

COMMISSIONED EMPLOYEES



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

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ARTICLE 1 - RECOGNITION

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

ARTICLE 2 - GUILD SECURITY

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

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

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

ARTICLE 3 - GUILD RIGHTS AND RESPONSIBILITIES

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

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

3.3 Guild Investigative and Visitation Privileges - The labor Representative of

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

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

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

ARTICLE 4- HOURS OF LABOR

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

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

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

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

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

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

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

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

Other shifts may be agreed to by the parties.

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

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

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

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

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

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

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

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

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

4.8.1 Patrol Shift Bidding

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

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

4.8.2 Employer Scheduling

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

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

ARTICLE 5 - SENIORITY

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

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

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

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

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

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

ARTICLE 6 - GRIEVANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Time Limits:

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

ARTICLE 7 - HOLIDAYS

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

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

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

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

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

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

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

ARTICLE 8 – VACATION

8.1 Vacation leave shall accrue as follows:

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

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

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

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

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

ARTICLE 9 - SICK LEAVE

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

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

9.3 Sick leave shall be computed exclusive of holidays.

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

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

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

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

ARTICLE 10 – LIGHT DUTY ASSIGNMENTS

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

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

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

ARTICLE 11 - BEREAVEMENT

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

ARTICLE 12 - RECORDS

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

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

ARTICLE 13 - HEALTH AND WELFARE COVERAGE

13.1 Medical Insurance Plans

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

13.2 Premiums

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 14- MANAGEMENT'S RIGHTS

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

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

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

14.4 Except as otherwise provided herein, the Employer shall decide all questions as to 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.

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

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

ARTICLE 15 - EMPLOYMENT

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

ARTICLE 16 - CIVIL SERVICE STATUTES

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

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

ARTICLE 17 - CONTINUOUS OPERATION

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

ARTICLE 18 - WAGES

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

18.2 See Corporal MOU (Attached)

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

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

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

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

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

ARTICLE 19 - FRINGE BENEFITS

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

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

19.3 Longevity

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

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

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

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

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

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

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

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

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

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

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

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

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

19.7 Clothing and Equipment

19.7.1 Uniforms and protective clothing.

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

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

City Issued Equipment:

Patrol Uniforms

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

Patrol Equipment

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

19.7.2 Loss and Destruction.

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

19.7.3 Cleaning

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

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

19.7.5.1 Protective Ballistic Vest

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

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

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

Vests will be replaced five years after their issue date.

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

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

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

ARTICLE 20 - PROFICIENCY SYSTEM

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

Proficiency Levels

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

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

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

ARTICLE 21 - WORK STOPPAGES

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

ARTICLE 22 - INTERNAL INVESTIGATIONS

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

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

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

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

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

22.6 When an employee, whether on or off duty, uses force which results in the injury or death of a person, the employee shall not be required to make a written or recorded statement for forty-

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

ARTICLE 23 - PSYCHOLOGICAL / MEDICAL EVALUATIONS

23.1 Initial Evaluation

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

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

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

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

23.3 Medical Arbitration.

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

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

ARTICLE 24 - PERSONNEL RECORDS

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

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

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

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

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

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

ARTICLE 25 - PROTECTED SPEECH

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

ARTICLE 26 - TOBACCO POLICY

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

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

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

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

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

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

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

Physical Fitness Score

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

ARTICLE 28 - DRUG AND ALCOHOL TESTING

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

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

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

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

ARTICLE 29 - HARASSMENT

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

ARTICLE 30 - RESERVE UNIT

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

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

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

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

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

ARTICLE 31 - ENTIRE AGREEMENT

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

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

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

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

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

ARTICLE 32 - SAVINGS CLAUSE

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

ARTICLE 33 - AGREEMENT DURATION

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

SIGNED THIS 30th DAY OF MAY 2018.

ANACORTES POLICE SERVICES GUILD

BY:

GUILD PRESIDENT Chad Pruiett

BY:

GUILD VICE-PRESIDENT- Rob Leetz

CITY OF ANACORTES, WA

BY:

MAYOR Laurie M. Gere

BY:

ADMINISTRATIVE SERVICES
DIRECTOR Emily Schuh

BY:

CHIEF OF POLICE John Small

ATTEST:

CITY CLERK – TREASURER
Steve Hoglund

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

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

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

2019 Wage Schedule 2.25% Wage Increase

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

2020 Wage Schedule 2.5% Wage Increase

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

2021 Wage Schedule 2.5% Wage Increase

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

February 17, 2015 (updated 03/2018)

Memorandum of Understanding re. Implementation of Corporal Classification

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

Implementation of Corporal Classification

1) Minimum Qualifications to Test for the Corporal Classification

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

2) Testing Process

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

3) Appointment

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

4) Implementation of New Classification:

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

5) Corporal Uniforms:

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

6) **Corporal Training:**

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

7) **Removal from Position:**

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

8) **Corporal Pay:**

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

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

By _____
Chad Pruiett - President

By _____
Laurie M. Gere - Mayor

Emily Schuh – Admin Services Dir.

ATTEST:

By _____
Steve Hoglund - City Clerk

June 24, 2015 Revised 10/12/2017

Memorandum of Understanding re. Establishment of a Canine Unit

Memorandum of Understanding

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

Re: Establishment of a Canine Unit

POLICE CANINE OVERTIME

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

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

POLICE CANINE UNIT SPECIALTY PAY

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

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

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

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

POLICE CANINE UNIT HOURS OF WORK

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

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

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

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

CANINE UNIT ASSIGNMENT/REASSIGNMENT

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

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

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

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

CANINE UNIT EQUIPMENT

The City will provide the following equipment:

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

By _____
Chad Pruiett, Anacortes Police Guild President

By _____
Laurie M. Gere, Mayor

By _____
Rob Leetz, Anacortes Police Guild Vice President

By _____
Emily C. Schuh, Admin Services

By _____
John Small, Chief

ATTEST:

By _____
Steve Hoglund, City Clerk.

Memorandum of Understanding re: WA Paid Sick Leave

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

Recital

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

Agreement

Now, therefore, the parties agree as follows:

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

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

Signed and Dated this _____ day of _____, 2018.

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

RESOLUTION NO. 2015

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
THE CITY OF ANACORTES AND
THE ANACORTES POLICE SERVICES GUILD
(COMMISSIONED EMPLOYEES)**

WHEREAS, the City of Anacortes and the Anacortes Police Services Guild (Commissioned Employees), have met, negotiated, mediated, and agreed upon a Collective Bargaining Agreement for the duration of June 1, 2018 – December 31, 2021 setting forth wages, working conditions, and other matters subject to bargaining; now, therefore,

IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, AS FOLLOWS:

That the certain Agreement by and between the City of Anacortes and the Anacortes Police Services Guild (Commissioned Employees), a copy of which is attached hereto and by this reference made a part hereof, be and it is in all respects ratified and approved and the Mayor and City Clerk are authorized and directed to execute the same as the official act and deed of the City of Anacortes.

Dated this 29th day of May 2018.

CITY OF ANACORTES, WASHINGTON

By

Laurie M. Gere, Mayor

ATTEST:

Steve Hoglund, City Clerk



City Council Agenda Bill

Meeting Date: 5/29/18

Agenda Item: 7c

Subject: Resolution Concerning the Development of a Fiber-Optic Based Internet Network

Staff Contact: Emily Schuh, Admin Services Director

Approved for Submittal to Council by	
	Laurie Gere, Mayor
	Steve Hoglund, Finance Director
	Darcy Swetnam, City Attorney

Action Type	
	Ordinance No.
	Code Revision?
X	Resolution No. 2013
	Contract
	Public Hearing
	Staff Report

Summary Statement: A resolution has been prepared that outlines the City Council's desire to pursue a municipal fiber optic internet system and provides staff with the directive to prepare a business plan. The resolution has been reviewed by City Council and the Council Fiber Committee in addition to requesting feedback from the internet service provider RFQ respondents and Fiber champions.

Background:

Budget Impact	
Amount Budgeted	
Budget Account (BARS)	
Proposed Expenditure	
Budget Amendment Required?	
Revenue Source	

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action:

Competing Viewpoints Considered:

Recommended Motion: I move to accept Resolution 2013 concerning the development of a fiber-optic based internet network.

Alternative Actions:

Attachments (listed in order presented): Resolution 2013



RESOLUTION NO. 2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES CONCERNING THE DEVELOPMENT OF A FIBER-OPTIC-BASED INTERNET NETWORK

Whereas the City of Anacortes has constructed a fiber optic network linking the Water Treatment Plant, the Wastewater Treatment Plant, and the various pump stations and other facilities that support the water and wastewater utilities for the purpose of telemetry and control of utility systems;

Whereas the City of Anacortes has connected that telemetry fiber network to other city facilities, including City Hall;

Whereas more than 1500 residents have responded to a City survey and shown overwhelming support for the City to move forward with a municipal fiber network;

Whereas the City published a Request for Qualifications for Internet Service Providers interested in leveraging a future City-owned fiber optic network to supply Internet access to residential and commercial customers within the city;

Whereas the Federal Communications Commission has recently repealed rules requiring "net neutrality," i.e., the principle that Internet service providers should treat all data on the Internet the same, not discriminating or charging differentially by user, content, website, platform, application, type of attached equipment, or mode of communication;

Whereas the City has accepted a \$205,000 grant (Interlocal #262) from Skagit County through the Port of Skagit to support a countywide fiber optic network, wherein the Port agreed not to offer dark fiber leases or internet services west of the Swinomish Channel;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Anacortes:

Section 1. Findings. The City Council finds that:

1. Information technology generally, and internet access specifically, plays an enormous role in our community today, and its impact to how we live, work, learn, and play, will continue to grow throughout the 21st century.
2. Businesses, and some residents, have an *existing* need for internet access at symmetric gigabit or higher speeds.
3. Businesses, residents, and the City will have an ever-growing need for high-speed, low-latency internet access in the future, given expected technological developments, e.g., ultra-high-resolution streaming television, ultra-high-resolution medical imaging, Smart Cities Initiatives, Internet of Things, 5G wireless, and self-driving vehicles.

4. Businesses and residents currently have few options for internet access, with most options at various performance tiers available from only a single provider.
5. World-class technology infrastructure, such as fiber-optic-based internet, helps communities attract invaluable human talent and capital, economic investment; create jobs; expand educational opportunities; improve telemedicine options, advance public safety, and position the community to take advantage of future technological innovation.
6. Fiber optic networks are widely considered “future proof” because they transmit signals at the speed of light and are constrained only by the electronics that manage the system.
7. Redundancy and resiliency of a fiber network is a critical part of making the City attractive to investment and economic development.
8. Fiber optic internet access is currently provided by private entities in the City of Anacortes but is prohibitively expensive due to the high cost of deploying infrastructure and lacks a redundant loop to the Internet backbone.
9. Private investment in capital-intensive technology infrastructure tends to converge around major metropolitan areas and population centers and is unlikely to occur organically in small cities like Anacortes.
10. A City-owned fiber-optic-based network would promote competition among Internet service providers that can both provide low-cost connectivity options for those with low incomes and offer commercial and residential stakeholders connectivity options superior to existing choices.
11. There is value in public ownership of critical infrastructure and utility services, like fiber-optic-based internet.

Section 2. Objectives. In implementing the directives below, the City Council intends that the City will accomplish the following objectives:

1. Offer “future proof” fiber-optic-based internet access to City residences and businesses.
2. Increase the resiliency of fiber-optic-based internet access throughout the County.
3. Provide affordable access to fiber-optic-based internet access to City residences and businesses.
4. Improve opportunities for economic development that utilizes and requires reliable and resilient fiber-optic-based networks.
5. Improve quality of life and property values for residents that would connect to fiber-optic-based internet, especially as the need grows for higher-bandwidth internet connections.

Section 3. Directives. The City Council authorizes and directs the preparation of a business plan to implement the following:

1. Build a redundant loop of fiber-optic-based internet access for the city.
2. Build a fiber-optic-based network throughout the city capable of delivering symmetrical internet and other network services.

3. Consider lease of dark fiber to other entities and businesses that require additional capacity or resiliency.
4. Ensure net neutrality for all internet access provided by the City.
5. Track revenues and expenses for the fiber optic system on its own balance sheet.
6. Operate the fiber optic system in a self-sustaining way without unreimbursed subsidy from general fund revenues.
7. Prioritize build out of the network within the City and its urban growth area, with intent to ultimately expand to serve the remainder of Fidalgo Island.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES on this ____ day of _____, 2018.

LAURIE M. GERE, MAYOR

Approved as to form and legality:

Darcy Swetnam, WSBA #40530
City Attorney

ATTEST:

Steve D. Hoglund, City Clerk/Treasurer



City Council Contract Agenda Bill

Meeting Date: 5/29/2018 **Agenda Item:** 7d

Subject: Interlocal Agreement 263 – Cooperative Purchasing with NoaNet

Staff Contact: Darcy Swetnam

Approved for Submittal to Council by: Darcy Swetnam, City Attorney
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Action Type: Contract Award

Summary Statement: City staff seeks City Council consent to enter into an interlocal agreement with Northwest Open Access Network (NoaNet) to allow the Agencies to cooperatively purchase goods and services in the manner known as “piggy-backing.” Specifically the City is planning on piggy-backing onto a contract between NoaNet and Robinson Brothers Construction (RBC) for the construction portion of Phase 3 of the fiber build project.

Background: Washington State RCW 39.34 “permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage”. There are no costs to the agencies to enter into a cooperative purchasing agreement, and each agency is responsible for their own payment for their acquisition of any goods and/or services. The current interlocal #232 with NoaNet provides for engineering and construction management for the fiber build project. The City does not have an interlocal in place that allows for piggybacking on NoaNet’s contracts.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to execute the Interlocal Cooperation Agreement between City of Anacortes and NoaNet.

Alternative Actions: N/A

Attachments: IL263

CITY OF ANACORTES – NORTHWEST OPEN ACCESS NETWORK
COOPERATIVE PURCHASING AGREEMENT

This Intergovernmental Cooperative Purchasing Agreement (“Purchasing Agreement”) is made by and between the undersigned City of Anacortes and the Northwest Open Access Network (“NoaNet”) (collectively “Agencies”; individually “Agency”). This Purchasing Agreement shall be effective immediately on signature of the parties.

Recitals

(A) This Purchasing Agreement is entered into pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, and other provisions of law.

(B) The purpose of this Agreement is to allow the Agencies to cooperatively purchase goods and services in the manner known as “piggy-backing.”

Agreement

To carry out the purposes of this Purchasing Agreement and in consideration of the mutual benefits and conditions set forth below, the Agencies agree as follows:

- (1) No new or separate legal or administrative entity is created to administer the provisions of this Purchasing Agreement. Nothing in this Purchasing Agreement shall authorize or permit the parties to jointly own any property, real or personal.
- (2) To the extent permitted by law and agreed on by the Agencies, either Agency may insert in any solicitation for goods and/or services a provision disclosing that other agencies may also desire to procure the goods and/or services being offered to the soliciting agency and allowing the bidder the option of extending its bid to other agencies at the same bid price, terms and conditions; however, failure to include such a provision shall not preclude a cooperative purchase (piggy-back) under this Agreement.
- (3) The Agency initiating a particular purchase (the “Lead Agency”) will contract for the purchase of goods and/or services according to the laws and regulations governing purchases by and on behalf of the Lead Agency. The other Agency accepts responsibility for compliance with additional or varying laws and regulations, if any, governing purchases by and on behalf of such other Agency.
- (4) Whenever the Lead Agency has contracted to purchase goods and/or services on its behalf and the vendor or other party contracting to supply the goods or services has opted to extend its bid and contract terms and conditions to other agencies at the same price, terms and conditions, the other Agency may purchase goods and/or services covered by the contract on the same terms and conditions as the Lead Agency. Such a purchase shall be effected by an agreement directed by the other Agency to the vendor or other party contracting to furnish goods, services or both to the Lead Agency. The Lead Agency accepts no responsibility, except as provided by separate agreement, for the performance of any purchasing contracts between the vendor and the other Agency.
- (5) Each Agency accepts no responsibility for the payment for acquisition of any goods and/or services intended for use by the other Agency.
- (6) Each Agency reserves the right to contract independently for the purchase of any particular class of goods and/or services with or without notice to the other Agency.

(7) Each Agency reserves the right to exclude the other Agency from any particular purchasing contract, with or without notice to such other Agency.

(8) This Purchasing Agreement shall remain in force until terminated by either party, which may be done without prior notice but which shall be in writing and provided to the other party within seven business days.

(9) The provisions of this Agreement are severable. If a court of competent jurisdiction rules invalid or unenforceable any of the provisions hereof, such provisions shall be disregarded, but the remainder of this instrument shall nevertheless be given full force and effect.

(10) **Mutual Hold Harmless:** Each of the Agencies that is a party to this Cooperative Purchasing Agreement does hereby individually agree and consent that it shall defend, protect, hold harmless and indemnify (generically and collectively "indemnify") the other Agency (or the affiliates, employees, representatives, agents, contractors or subcontractors of that other Agency) from and against all claims, suits or actions arising from any allegedly negligent acts or omissions or any alleged contractual breach by the indemnifying Agency or its affiliates, employees, representatives, agents, contractors or subcontractors.

The duty to indemnify as described above shall include the obligation of each Agency that is a party to this suit to process and defend at its own expense, including all costs, attorney fees and legal expenses, all claims, demands or suits at law or equity arising directly or indirectly from the alleged negligence or alleged contractual breach of the indemnifying Agency.

However, if the claims or suits are the result of a breach of contract by both Agencies that are party to this contract or by the alleged concurrent negligent act or omission of both Agencies that have executed this contract, then the above-listed paragraphs of this mutual hold harmless and indemnification shall be valid and enforceable against any ONE Agency only to the extent of the negligence or breach of contract by that one Agency's affiliates, employees, representatives, agents, contractors or subcontractors.

(11) **No Joint and Several Liability:** The parties agree that in the event that both Agencies are adjudged, found or determined by a court of competent jurisdiction to have been jointly negligent or jointly liable for breach of contract AND if money damages are awarded to the injured or damaged party or person as a result of said adjudication or determination, then each individual Agency shall be responsible only for its proportionate share of the entire damage or monetary award as decided by the jury or other fact-finder.

APPROVED BY:

NOANET

CITY OF ANACORTES

NAME/TITLE

Laurie Gere, Mayor



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning June 4, 2018

Subjects listed below have been tentatively suggested for consideration by the Anacortes City Council on the dates indicated. Items may be added to, removed from or rearranged on this list. Routine business such as approval of minutes and vouchers are not included. The complete Preliminary Agenda for each meeting is published at 3:00 on the Wednesday prior to the meeting. Published Agendas are subject to change and may be updated following the posting period. For additional information on agenda topics, please contact the City Clerk's office at 360-299-1960 to be directed to the sponsoring staff member.

June 4, 2018

- Resolution 2012: Agriculture Irrigation (Discussion/Possible Action)
- Follow Up Discussion on Transportation Benefit District and Pavement Management Funding (Discussion/Possible Action)

June 11, 2018

- Anacortes Green Club Presentation (Discussion)
- Special Joint Meeting with Port of Anacortes Commission to Review:
 - Joint Maritime Strategic Plan
 - Transit Shed and Cap Sante Marina Redevelopment Strategy

June 18, 2018

June 25, 2018

- Anacortes Senior Activity Center Foundation Donation to the Anacortes Senior Activity Center (Discussion/Possible Action)

July 2, 2018

July 9, 2018

July 16, 2018

July 23, 2018

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Planning, Tuesday, May 29, 2018, 5:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Jun 4, 2018, 5:00 PM, Public Works Director's Office, City Hall
- Public Safety, Tuesday, Jun 5, 2018, 10:00 AM, Mayor's Office, City Hall
- Port/City Liaison, Tuesday, Jun 5, 2018, 8:30 AM, City Hall
- Housing Affordability & Community Services, Thursday, Jun 7, 2018, 1:30 PM, City Hall
- Skagit County Population Health Trust, Thursday, Jun 7, 2018, 8:30 AM, Mount Vernon
- Planning, Monday, Jun 11, 2018, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Jun 13, 2018, 5:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Jun 18, 2018, 5:00 PM, Public Works Director's Office, City Hall
