

22-196-HRD-001

AN AGREEMENT BETWEEN:

● **THE CITY OF ANACORTES, WASHINGTON**

AND

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



July 1, 2022 – December 31, 2024

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ARTICLE 1 - RECOGNITION

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

ARTICLE 2 - GUILD SECURITY

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

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

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

ARTICLE 3 - GUILD RIGHTS AND RESPONSIBILITIES

3.1 Guild members will be allowed to meet with 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 (2) paid Guild members.

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

3.3 Guild Investigative and Visitation Privileges. The 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 their activities during such investigations to matters relating to such investigation.

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

3.5 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 ten (10) days advance notice, shifts may be adjusted to meet the needs of the department on a short-term basis, not to exceed thirty (30) consecutive days; provided that this notice period will not apply to scheduled overtime shifts. For example, a power shift may be scheduled between 5:00 pm - 1:30am.

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

The parties recognize a fifteen (15) day 7(k) work period. With the exception of shift changing, the standard workweek shall be five (5) consecutive eight and one-half (8.5) hour days followed by two (2) days off, and then five (5) consecutive eight and one-half (8.5) hour days followed by three (3) days off. This schedule will then repeat itself.

4.2 Commissioned personnel not assigned to Patrol or to the Detective schedule described below, will work eight (8) hour shifts as assigned, typically 8:00 a.m. to 4:00 p.m. with five-day workweeks. The parties recognize a twenty-eight (28) day 7(k) work period. Other shifts may be agreed to by the parties.

4.3 An employee assigned to Patrol will not be scheduled consecutive eight and one-half hour (8.5) shifts with less than fifteen and one-half (15.5) hours between shifts. An exception to this is when the next shift is a scheduled training day (either in-house or at a remote location) or the preceding or following shift was an overtime shift. In the event of a scheduled training day an employee will receive overtime for the hours scheduled until ten (10) hours have elapsed from the conclusion of their last regular shift.

In the event of an emergency, an employee may work a shift for no more than ten (10) days with only twelve (12) hours between shifts.

4.4 Phone Assistance During Off-Duty Hours. An employee who is called to provide substantive phone assistance during off-duty hours will receive compensation for a minimum of one-half (1/2) hour of overtime. An employee who responds to multiple requests for substantive phone assistance separated by an hour or more of off-duty time will receive the half-hour minimum overtime compensation for each such interruption.

4.5 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 (3) hours at one and one-half (1.5) times their regular rate of pay. If an employee is subpoenaed to court on their scheduled day off, and the subpoena is cancelled with less than twenty-four (24) hours' notice, the employee will receive the three (3) hour minimum.

4.6 Shift Duration of Patrol. No employee assigned to patrol involved in shift work shall be scheduled to work more than four (4) consecutive months in any one (1) shift. Employees shall be given ten (10) 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.

4.7 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 (1) hour more than a full shift, no overtime will be paid for that hour.

4.8 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.

4.9 **Patrol Shift Scheduling Process**

4.9.1 Shift Bidding Process.

All officers, corporals, and sergeants assigned to Patrol will participate in a shift bidding process. Shift bidding does not apply to Specialty or Probationary positions.

Bidding will take place in the first ten (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.

4.9.2 Patrol Shift Bidding

Each shift rotation will be two (2) months in duration. In the first round of bids, employees may bid for three (3) shift rotations.

In the second round of bidding employees may submit their first and second preferences for the remaining three (3) shift rotations. No employee may bid for more than two (2) 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. Where operational needs permit, changes shall be made first on a volunteer basis.

4.9.3 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.

4.10 Detective Shift Schedule.

Detectives work an eight (8) or ten (10) hour shift, except in an emergency situation as defined by the Chief of Police or designee. Employees working eight (8) hour shifts will normally work five (5) consecutive weekdays followed by two (2) days off. Employees working ten (10) hour shifts normally will be scheduled to work four (4) consecutive weekdays, followed by three (3) consecutive days off, with starting and ending times established by the Chief or designee based on operational needs. The parties recognize a twenty-eight (28) day 7(k) work period that began on January 4, 2016. The work year is based on two thousand eighty (2080) hours.

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 (12) 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 (12) 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 (6) 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 (6) 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 Agreement, seniority, unless otherwise noted, is defined as continuous time with the Department measured from the date of hire. If two (2) employees share the same date of hire the most senior will be the one placing highest on the civil service exam at the time of hiring.

ARTICLE 6 - GRIEVANCE

6.1 Any disputes arising under this Agreement shall be settled as stated in this Article; provided that no employee shall avail 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.

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

- Step 1: Any employee and/or Guild representative who has a grievance shall present the grievance to the immediate supervisor, either orally or in writing, except where not feasible. All grievances must be presented no later than ten (10) business days from the date of the occurrence of the matter giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. All efforts will be made to resolve the grievance within ten business days of being filed.
- Step 2. If a resolution cannot be reached in Step 1 then it shall be submitted in writing to the Police Chief or designee. The grievance shall contain a substantially complete statement of facts, the contractual provisions allegedly violated, and the relief requested. This written grievance shall be presented to the Police Chief or designee no more than ten (10) business days after the initial time period outlined in Step 1 of the grievance procedure. The Police Chief or designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) business days with the grievant and Guild, if requested by the employee, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Chief or designee shall provide a written response to the employee and Guild within ten (10) business days following their meeting. An extension of the time periods in the grievance process may be made with the agreement of both parties.
- Step 3: If the grievance is not settled at Step 2 and the Guild desires to appeal, it shall be referred by the Guild in writing to the Mayor or designee within ten (10) business days after receipt of the City answer in Step 2. Thereafter, the Mayor or designee and the Police Chief or designee shall meet with the grievant and Guild within ten (10) business days of receipt of the Guild's appeal, if at all possible. If no agreement is reached, the Mayor or designee shall submit a written answer to the Guild within ten (10) business days following the meeting. An extension of the time periods in the grievance process may be made with the agreement of both parties.
- Arbitration: If the grievance is not settled in Step 3 and the Guild wishes to appeal the grievance from Step 3, the Guild may refer the grievance to arbitration, as described below, within twenty (20) business days of receipt of the written answer as provided to the Guild at Step 3.

- 6.2.1 For non-disciplinary grievances, the parties should attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Services (FMCS) to submit a panel of nine arbitrators from the region that includes Washington, from which list the arbitrator shall be selected by alternatively striking one name from the list until one name shall remain. The arbitrator shall be notified of their selection and shall be requested to set a time and place of the hearing, subject to the availability of Guild and City representatives.
 - 6.2.2 For disciplinary grievances, the arbitrator shall be assigned by PERC under the arbitrator assignment process for law enforcement personnel disciplinary grievances established by RCW 41.58.070.
 - 6.2.3 The City and the Guild shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Guild retain the right to employ legal counsel.
 - 6.2.4 The arbitrator shall submit their 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.
 - 6.2.5 More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
 - 6.2.6 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, including any attorneys they choose to use.
 - 6.2.7 Limitations on Authority of Arbitrator. Any decision rendered shall be within the scope of this Agreement and shall not add to or subtract from any of the terms of the Agreement.
- 6.3 Time Limits. If a grievance is not presented by the employee or the Guild within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or the guild. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof 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)
Juneteenth	(June 19 th)
Independence Day	(July 4 th)
Labor Day	(First Monday in September)
Veteran's Day	(November 11)
Thanksgiving Day	(Fourth Thursday in November)
Native American Heritage Day	(Day Immediately Following Thanksgiving)
Christmas Day	(December 25)
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 those working Patrol, 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. Employees working Patrol will observe the holiday on the actual day of the legal holiday. When there is a four (4) 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 legal holidays, they shall be guaranteed payment at the rate of one and one-half (1.5) times their regular hourly rate of pay for the actual hours worked. If an employee works overtime on a holiday, the holiday premium pay (two and one-half (2.5) times their regular hourly rate) shall apply for all hours worked. This compensation is in addition to their regular monthly wage. If any of the above-named legal holidays falls on the employee's scheduled day off, employees working Patrol will receive payment for eight and one-half (8.5) hours, and all other employees will receive payment for eight (8) hours. If an employee receiving eight (8) hours of holiday pay is regularly scheduled to work more than eight (8) hours, they are required to use vacation, compensatory time or personal holiday time to make up for the additional time the employee was scheduled to work beyond the eight (8) hours of holiday pay. 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 non-essential personnel to work on holidays. Non-essential personnel are defined as detectives and school resource officer.

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 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. Any vacation or other leave request for a partial shift shall be computed in 15-minute increments.

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 their 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 Employees are able upon retirement or death, to receive a cash buy out in an amount equal to fifty percent (50%) of their accrued sick leave hours up to a maximum of one thousand (1000) hours (e.g., of 1000 hours of accrued sick leave, 500 hours are eligible for a cash buyout). For purposes of sick leave buyout, retirement is defined as termination of the employee's employment after attaining one of the following:

- The age of fifty-three (53) and having at least five (5) years of service with the City; or
- Twenty (20) years of service with the City, regardless of age.

Whether an employee chooses to immediately withdraw retirement with the Department of Retirement Systems/Law Enforcement Officers' and Firefighters' plan is an independent choice, made by each employee.

Upon a death on duty of an employee, the employee's spouse or estate will receive a cash buyout equal to one hundred percent (100%) of all accrued sick leave hours.

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 Department Head), but no later than two (2) hours before the start of the employee's work shift unless it is shown that such notification was

unreasonable or not practical. Failure to properly report an illness may be considered as absence without pay and may subject the employee to discipline.

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 – OTHER LEAVES

11.1 Bereavement Leave. 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 (3) consecutive workdays off with pay will be approved to attend the funeral or memorial service (maximum 24 hours). Two (2) additional consecutive workdays off with pay will be approved for travel from the employee's home to the funeral or memorial service if the travel exceeds two hundred (200) miles each way (maximum 16 hours). Bereavement leave use is limited to the twelve (12) months following the immediate family member's death. With approval of

the Chief, an employee may supplement bereavement leave with sick leave and/or vacation leave.

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

ARTICLE 12 - HEALTH AND WELFARE COVERAGE

12.1 Medical Insurance Plans. The City will provide employees with the following plans, each as offered through the Association of Washington Cities Benefit Trust

AWC Regence HealthFirst High Deductible Health Plan,
Kaiser Permanente High Deductible Health Plan,
AWC Regence HealthFirst \$250 plan, or
Kaiser Permanente Access PPO

12.2 Premiums.

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

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

12.2.3 For the duration of this Agreement, the City will pay one hundred percent (100%) of the premium costs of medical insurance for employees and their dependents who select an AWC High Deductible Health Plan.

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

12.2.4 An employee may elect to have up to \$1000 (employee only) or \$2000 (family) cashed out from accrued vacation and transferred into the HSA on the

January 5 payday so long as the employee's vacation balance does not fall below forty (40) hours. The IRS determines the inflation adjusted HSA contribution maximum. (Vacation contributions by the employee will trigger the employer match. The employer match will be deposited into the HSA account throughout the year equally on each payday.)

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

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

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

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

12.7 Life Insurance. Effective August 1, 2022, the City will provide and pay one hundred percent (100%) of the premium costs of a group life insurance policy providing \$75,000 of coverage for each employee, and \$1000 for dependents six (6) months and older as offered through the Association of Washington Cities. The life plan in effect at the time of this Agreement is through Standard as offered through the Association of Washington Cities.

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

ARTICLE 13 - MANAGEMENT'S RIGHTS

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

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

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

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

13.5 Any and all rights concerned with management and operation of the Police Department are exclusively that of the City unless otherwise 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.

13.6 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 14 - EMPLOYMENT

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

ARTICLE 15 - CIVIL SERVICE STATUTES

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

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

ARTICLE 16 - CONTINUOUS OPERATION

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

ARTICLE 17 - WAGES

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

17.2 Salary Schedules.

17.2.1 Salary schedules showing the hourly, monthly, overtime and annual salaries for each classification through the term of this Agreement are set forth in Addendum A. The salary schedules will reflect the following wage increases from the prior year's salary schedule:

- a) Effective July 1, 2022 – 5.0%
- b) Effective January 1, 2023 – 2.0%
- c) Effective July 1, 2023 – 2.0%
- d) Effective January 1, 2024 – 2.0%
- e) Effective July 1, 2024 - 2.0%

17.2.2 Sergeants. As reflected in Addendum A:

- a) Effective July 1, 2022, Step 1 of the Sergeant salary schedule will be ten percent (10.0%) higher than Step 6 of the Police Officer salary schedule.
- b) Effective January 1, 2023, Step 1 of the Sergeant salary schedule will be twelve percent (12.0%) higher than Step 6 of the Police Officer salary schedule.

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

17.4 One-Time Payment. Employees in the bargaining unit on June 27, 2022, who remain in the bargaining unit on the date the Agreement is fully ratified, will receive a one-time gross payment of two thousand dollars (\$2000) to be included in the first regular payroll following full ratification of the Agreement.

ARTICLE 18 - FRINGE BENEFITS

18.1 All premiums based on a percentage of an officer's wage will be based on their base wage, exclusive of other premiums.

18.2 Longevity. Effective July 1, 2022, longevity is provided as follows:

Completed Months of Service	Percentage of Officer Base Wage
60	1%
120	2%
180	2.5%
240	3%

Effective January 1, 2024, the rates will increase to the following:

Completed Months of Service	Percentage of Officer Base Wage
60	1%
120	2%
180	3%
240	4%

18.3 Specialty Pay. With the exception of the premiums paid for Field Training Officers and Instructors, which may be earned in combination, an individual may collect only one specialty pay upgrade at any one time.

18.3.1 Detective. Detectives shall receive a four percent (4.0%) premium payment. The City will provide a one-time payment of \$400 to each officer upon their assignment to a detective position, to compensate the officer 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 magazine case during their assignment.

18.3.2 School Resource Officer. School Resource Officers shall receive a four percent (4.0%) premium payment.

18.3.3 Canine Unit Officer. Canine Unit Officers shall receive a four percent (4.0%) premium payment.

18.3.4 Field Training Officer. Effective July 1, 2022, officer(s) assigned as Patrol Field Training Officer shall receive a four percent (4.0%) premium payment for a total of three (3) months per assignment. The premium pay will begin in the first month in which the officer serves as a FTO for at least ten (10) days. Officers may not earn more than four percent (4%) as an FTO premium in any one (1) month.

18.3.5 Instructor Premium. Effective July 1, 2022, Officers assigned as a department instructor, as designated below, shall receive a two percent (2.0%) instructor premium. If an instructor is assigned to instruct two (2) or more disciplines, they are only eligible to receive one (1) instructor premium:

Firearms (including less lethal munitions), Defensive/Control Tactics, Emergency Vehicle Operations (EVOC), Patrol Tactics and Taser

18.4 Education Incentive. Effective July 1, 2022, Officers holding a bachelor’s degree from an accredited college or university shall receive a three percent (3.0%) education incentive. Effective January 1, 2024, the premium will increase to four percent (4.0%).

18.5 Deferred Compensation. The City will match of up three percent (3.0%) of the employee’s base wages. Contributions are made directly into 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.

18.6 Clothing and Equipment.

18.6.1 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 City-issued uniforms and equipment is as follows.

Patrol Uniforms	
2	Long Sleeve Shirts
2	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

2	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 Section 18.6.5)
1	Duty Pistol
3	Magazines (for issued duty pistol)
	Duty Ammo Rounds (issued once per year)
1	Double Magazine Pouch
1	Patrol Rifle
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)

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

18.6.3 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.

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

18.6.5 Protective Ballistic Vest with External Carrier. 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 (12) months. This total will also serve to establish the City's contribution if an officer chooses to obtain a vest other than that provided by the City.

Vests will be replaced five (5) years after their issue date.

18.7 Uniformed police personnel and detectives shall receive a footwear allowance of \$250.00 per year plus tax and shipping charges.

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

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

ARTICLE 19 - PROFICIENCY SYSTEM

19.1 Progression through the Proficiency Levels of a salary range will be based upon the Employee's performance in conjunction with time in a job classification. Each Employee will 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 service	after one year's service	after two year's service	after three year's service	after four year's service	after five year's

19.2 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.

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

ARTICLE 20 - WORK STOPPAGES

20.1 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 21 - INTERNAL INVESTIGATIONS

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

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

21.3 Within five (5) days of the completion of the investigation, the employee shall be advised of the results of the investigation. If the matter results in discipline to the employee, the employee is entitled to a copy of the investigative report upon request.

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

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

21.6 When an employee, whether on or off duty, uses force which results in the injury or death of a person, the employee shall not be required to make a written or recorded statement for 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 22 - PSYCHOLOGICAL / MEDICAL EVALUATIONS

22.1 Initial Evaluation.

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

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

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

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

22.3 Medical Arbitration.

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

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

ARTICLE 23 - PERSONNEL RECORDS

23.1 Only one (1) official personnel file shall be maintained for each employee. All relevant information shall be placed in that file. This does not preclude a supervisor from maintaining notes on an employee's job performance for evaluations purposes, or retaining information which is provided to the supervisor on a confidential basis, provided the request for the confidentiality was initiated by the complainant. Such confidential information shall not form the basis for discipline, but may be used for other purposes.

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

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

23.4 As provided by RCW 43.101.135(7), no personnel records will be removed from personnel files or destroyed while the employee remains employed or for a period of ten (10) years thereafter.

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

23.6 As used herein, a "personnel file" shall be defined as any file pertaining to the employment status, work history, disciplinary records, or other personnel-related matters pertaining to bargaining unit members. It is further understood that the term "personnel file" as used herein does not include material relating to medical records, pre-appointment interview forms, 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 24 - PROTECTED SPEECH

24.1 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 25 - TOBACCO POLICY

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

the needs and sensitivities of coworkers with regard to the smoking policy. Tobacco users have a special obligation to keep smoking areas litter-free and not to abuse break and work rules. Employees who violate the policy may be subject to disciplinary action.

ARTICLE 26 - VOLUNTARY PHYSICAL FITNESS PROGRAM & SICK LEAVE BUY BACK PROGRAM

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

26.2 The City and Guild agree to utilize the WA State Criminal Justice Training Commission physical fitness standards as the basis for determining standards and criteria for the physical fitness incentive. It is understood that the WA State Criminal Justice Training Commission physical fitness standards may change over time and that the most current standards will be the basis of the evaluation. Employees are encouraged, but not required, to participate in the physical fitness assessment conducted by the department and shall be given the opportunity on duty to perform the test up to two (2) times each year. Employees will be provided sixty (60) day advance notice of the testing dates.

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

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

ARTICLE 27 - DRUG AND ALCOHOL TESTING

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

27.2 Employees must report their use of over-the-counter or prescribed medications to the Police Chief if the use might impair their ability to perform their job safely and

effectively. A determination will then be made as to whether the employee should be able to perform the essential functions of the job safely and properly.

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

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

ARTICLE 28 - HARASSMENT

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

ARTICLE 29 - RESERVE UNIT

29.1 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 their own.

29.2 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.

29.3 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.

29.4 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.

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

ARTICLE 30 - ENTIRE AGREEMENT

30.1 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 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 31 - SAVINGS CLAUSE

31.1 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 32 - AGREEMENT DURATION

32.1 This Agreement shall be and remain in full force and effect from the date below through December 31, 2024. All provisions herein are subject to existing laws and ordinances and any provision found to be in conflict shall be void.

SIGNED 8/4/2022

ANACORTES POLICE SERVICES GUILD

CITY OF ANACORTES, WA

BY:

BY:


GUILD PRESIDENT - Jordan Kellington


MAYOR Matt Miller

BY:

BY:

Michael Scheepers
GUILD VICE-PRESIDENT- Michael Scheepers

Emily C. Schuh
ADMINISTRATIVE SERVICES DIRECTOR Emily Schuh

BY:

Dave Floyd
CHIEF OF POLICE Dave Floyd

ATTEST:

Steven D. Hoglund
CITY CLERK – TREASURER
Steven D. Hoglund

ADDENDUM A**07/01/2022 Wage Schedule 5.0% Wage Increase**

GRADE	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	Police Officer	6,304.56	6,588.27	6,884.74	7,194.55	7,518.31	7,894.22
14	Corporal	8,052.11	8,213.15				
15	Sergeant	8,683.65	8,965.87	9,257.26			

MONTHLY, HOURLY, OVERTIME, ANNUAL WAGES

GRADE	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	MONTHLY	6,304.56	6,588.27	6,884.74	7,194.55	7,518.31	7,894.22
	HOURLY	36.37	38.01	39.72	41.51	43.37	45.54
	OVERTIME	54.56	57.01	59.58	62.26	65.06	68.32
	ANNUAL	75,654.76	79,059.23	82,616.89	86,334.65	90,219.71	94,730.69
14	MONTHLY	8,052.11	8,213.15				
	HOURLY	46.45	47.38				
	OVERTIME	69.68	71.08				
	ANNUAL	96,625.34	98,557.85				
15	MONTHLY	8,683.65	8,965.87	9,257.26			
	HOURLY	50.10	51.73	53.41			
	OVERTIME	75.15	77.59	80.11			
	ANNUAL	104,203.76	107,590.39	111,087.07			

Note:

In 2022, the Step 1 sergeant wage increased to 10% above the Step 6 officer wage.

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

GRADE	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	Police Officer	6,430.65	6,720.03	7,022.44	7,338.45	7,668.68	8,052.11
14	Corporal	8,213.15	8,377.42				
15	Sergeant	9,018.36	9,311.46	9,614.08			

MONTHLY, HOURLY, OVERTIME, ANNUAL WAGES

GRADE	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	MONTHLY	6,430.65	6,720.03	7,022.44	7,338.45	7,668.68	8,052.11
	HOURLY	37.10	38.77	40.51	42.34	44.24	46.45
	OVERTIME	55.65	58.15	60.77	63.51	66.36	69.68
	ANNUAL	77,167.86	80,640.41	84,269.23	88,061.34	92,024.10	96,625.31
14	MONTHLY	8,213.15	8,377.42				
	HOURLY	47.38	48.33				
	OVERTIME	71.08	72.50				
	ANNUAL	98,557.85	100,529.00				
15	MONTHLY	9,018.36	9,311.46	9,614.08			
	HOURLY	52.03	53.72	55.47			
	OVERTIME	78.04	80.58	83.20			
	ANNUAL	108,220.35	111,737.51	115,368.98			

Note:

In 2023, the Step 1 sergeant wage increased to 12% above the Step 6 officer wage.

July 1 - December 30, 2023 Wage Schedule 2.0% Wage Increase

GRADE	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	Police Officer	6,559.27	6,854.43	7,162.88	7,485.21	7,822.05	8,213.15
14	Corporal	8,377.42	8,544.97				
15	Sergeant	9,198.73	9,497.69	9,806.36			
MONTHLY, HOURLY, OVERTIME, ANNUAL WAGES							
GRADE	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	MONTHLY	6,559.27	6,854.43	7,162.88	7,485.21	7,822.05	8,213.15
	HOURLY	37.84	39.54	41.32	43.18	45.13	47.38
	OVERTIME	56.76	59.32	61.99	64.78	67.69	71.08
	ANNUAL	78,711.21	82,253.22	85,954.61	89,822.57	93,864.59	98,557.82
14	MONTHLY	8,377.42	8,544.97				
	HOURLY	48.33	49.30				
	OVERTIME	72.50	73.95				
	ANNUAL	100,529.00	102,539.58				
15	MONTHLY	9,198.73	9,497.69	9,806.36			
	HOURLY	53.07	54.79	56.58			
	OVERTIME	79.60	82.19	84.86			
	ANNUAL	110,384.75	113,972.26	117,676.36			

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

GRADE	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	Police Officer	6,690.45	6,991.52	7,306.14	7,634.92	7,978.49	8,377.41
14	Corporal	8,544.97	8,715.86				
15	Sergeant	9,382.70	9,687.64	10,002.49			
MONTHLY, HOURLY, OVERTIME, ANNUAL WAGES							
GRADE	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	MONTHLY	6,690.45	6,991.52	7,306.14	7,634.92	7,978.49	8,377.41
	HOURLY	38.60	40.34	42.15	44.05	46.03	48.33
	OVERTIME	57.90	60.50	63.23	66.07	69.04	72.50
	ANNUAL	80,285.44	83,898.28	87,673.70	91,619.02	95,741.88	100,528.97
14	MONTHLY	8,544.97	8,715.86				
	HOURLY	49.30	50.28				
	OVERTIME	73.95	75.43				
	ANNUAL	102,539.58	104,590.38				
15	MONTHLY	9,382.70	9,687.64	10,002.49			
	HOURLY	54.13	55.89	57.71			
	OVERTIME	81.20	83.84	86.56			
	ANNUAL	112,592.45	116,251.70	120,029.88			

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

GRADE	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	Police Officer	6,824.26	7,131.35	7,452.26	7,787.62	8,138.06	8,544.96
14	Corporal	8,715.86	8,890.18				
15	Sergeant	9,570.36	9,881.39	10,202.54			
MONTHLY, HOURLY, OVERTIME, ANNUAL WAGES							
GRADE	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	MONTHLY	6,824.26	7,131.35	7,452.26	7,787.62	8,138.06	8,544.96
	HOURLY	39.37	41.14	42.99	44.93	46.95	49.30
	OVERTIME	59.06	61.71	64.49	67.39	70.43	73.95
	ANNUAL	81,891.15	85,576.25	89,427.18	93,451.40	97,656.72	102,539.55
14	MONTHLY	8,715.86	8,890.18				
	HOURLY	50.28	51.29				
	OVERTIME	75.43	76.93				
	ANNUAL	104,590.38	106,682.18				
15	MONTHLY	9,570.36	9,881.39	10,202.54			
	HOURLY	55.21	57.01	58.86			
	OVERTIME	82.82	85.51	88.29			
	ANNUAL	114,844.30	118,576.74	122,430.48			

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 18.2.

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 13 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 Hوجلund, City Clerk.

Certificate Of Completion

Envelope Id: 3F47436467564C808844F6B58D207209	Status: Completed
Subject: COLLECTIVE BARGAINING AGREEMENT 2022-2024, COMMISSIONED	
Source Envelope:	
Document Pages: 35	Signatures: 6
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	City of Anacortes
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	PO Box 547
	904 6th St
	Anacortes, WA 98221
	contracts@cityofanacortes.org
	IP Address: 23.90.91.2


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8/2/2022 8:33:30 AM	contracts@cityofanacortes.org	


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Emily C. Schuh emilys@cityofanacortes.org Security Level: Email, Account Authentication (None)		Sent: 8/2/2022 8:38:17 AM Viewed: 8/2/2022 9:01:01 AM Signed: 8/2/2022 9:01:32 AM
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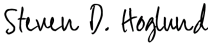
Electronic Record and Signature Disclosure:
Accepted: 8/2/2022 9:01:01 AM
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Jordan Kellington jordank@cityofanacortes.org Security Level: Email, Account Authentication (None)		Sent: 8/2/2022 8:38:17 AM Viewed: 8/2/2022 2:53:17 PM Signed: 8/2/2022 2:55:53 PM
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Michael Scheepers michaels@cityofanacortes.org Security Level: Email, Account Authentication (None)		Sent: 8/2/2022 8:38:18 AM Viewed: 8/2/2022 12:26:27 PM Signed: 8/2/2022 12:27:45 PM
	Signature Adoption: Pre-selected Style Using IP Address: 23.90.91.2	

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Accepted: 8/2/2022 12:26:27 PM
ID: 91531154-ba94-44a6-883c-c832f6cd3c08

Signer Events	Signature	Timestamp
Steven D. Hoglund steveh@cityofanacortes.org City Clerk/Treasurer City of Anacortes Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 23.90.91.2	Sent: 8/2/2022 8:38:18 AM Viewed: 8/2/2022 10:14:42 AM Signed: 8/2/2022 10:14:57 AM

Electronic Record and Signature Disclosure:
 Accepted: 1/8/2019 2:26:27 PM
 ID: 9b1630a8-aa5f-4ac5-93eb-5700d104d979

Matt Miller contracts@cityofanacortes.org Mayor City of Anacortes Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 23.90.91.2	Sent: 8/2/2022 2:55:54 PM Viewed: 8/2/2022 3:00:07 PM Signed: 8/4/2022 10:14:10 AM
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Editor Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	8/2/2022 3:00:07 PM
Signing Complete	Security Checked	8/4/2022 10:14:10 AM
Completed	Security Checked	8/4/2022 10:14:10 AM

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Enabled Security Settings:	Allow per session cookies

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