

***AN AGREEMENT BETWEEN:***

**●*THE CITY OF ANACORTES, WASHINGTON***

***AND***

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

***March 1, 2018 – December 31, 2020***  
***Updated January 24, 2018***

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## **ARTICLE 1 - RECOGNITION**

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

## **ARTICLE 2 - GUILD SECURITY**

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

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

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

### **ARTICLE 3 - GUILD RIGHTS AND RESPONSIBILITIES**

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

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

3.3 Guild Investigative and Visitation Privileges - The Guild Representative, with reasonable advance notification to the Police Chief or the Chief's designee, may visit the work location of employees covered by the Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit his/her activities during such investigations to matters relating to such investigation. City work hours shall not be used by employees or Guild Representatives for the promotion of Guild affairs other than stated above. The Guild will be treated in the same manner as other city bargaining units with regard to holding Guild meetings.

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

### **ARTICLE 4- HOURS OF LABOR**

4.1 The workday, for the purpose of this Agreement, shall be eight (8) hours from 8:00 am – 4:00 pm or 9:00 am – 5:00 pm Monday – Friday.

Other shifts may be agreed to by the parties.

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

4.3 Overtime pay at the rate of one and one-half time the regular rate shall be paid for time worked in excess of eight hours in a twenty-hour period or for time worked in excess of one hundred and sixty hours over twenty-eight consecutive twenty-four hour periods.

4.4 Any Employee called to work after completing their regular shift of eight hours, or attending court 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 Employees shall be given ten days written notice in advance of any schedule change except in case of an emergency.

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

#### **ARTICLE 5 - SENIORITY**

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

5.2 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 rights of veterans to be rehired, and to all existing laws and ordinances.

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

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 retains the right to extend this timeframe if medical documentation indicates that the person will be able to return to work within the next 90 days.

5.6 Twelve months shall be considered to be a trial period during which time the Employer decides the capability and desirability of retaining the new Employee. During

the trial period, employment is at will and the employee shall not have recourse to the grievance procedure to contest any discipline or discharge.

5.7 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 it being filed.
- Step 2. If a resolution cannot be reached in Step 1 then it shall be submitted in writing to the Police Chief or designee. The grievance shall contain a substantially complete statement of facts, the contractual provisions allegedly violated, and the relief requested. This written grievance shall be presented to the Police Chief or designee no more than ten 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 calendar 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 and the arbitrator shall be borne by the losing party, provided, however, that each party shall be responsible for compensating its own representatives and witness.

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 Years 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 <sup>th</sup> )
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)
Personal Holiday (2)	

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

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

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. This compensation is in addition to their regular monthly wage.

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

**ARTICLE 8 – VACATION**

8.1 Vacation leave shall accrue as follows:

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

8.2 The Employer shall not unreasonably deny leave requests, consistent with the needs of the Department. Vacation requests shall be submitted prior to January 2nd of each year. Such requests shall be decided on a seniority basis. Request submitted after January 2nd for the calendar year shall be allocated on a first come, first serve basis. The Employer shall waive the maximum carryover restriction on vacation leave if the employee is required to cancel a scheduled vacation due to the requirements of the Employer.

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

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

8.5 Employees may elect to have their accrued vacation balance that exceeds 160 hours cashed out and deposited into a deferred compensation account. The employee must notify payroll in writing by November 20<sup>th</sup> of each year for distribution on the December 5<sup>th</sup> 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 pay period of continuous service to a maximum of 1,440 hours.

9.2 Sick leave shall be computed exclusive of holidays.

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

9.4 Notification of absence due to sickness shall be given to the City as soon as possible on the first day of such absence and every day thereafter (unless this requirement is waived by the Dept. 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, as well.

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

9.6 An employee who is eligible for retirement under the applicable DRS retirement plan is eligible for a cash out of a portion of their unused sick leave proportionate to their sick leave balance. Sick leave cash out is prorated for part time employees based on full time equivalency at retirement.

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

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

### **ARTICLE 10 - BEREAVEMENT**

10.1 In the event of the death of an employee's immediate family member, time off with pay for employee's regular scheduled workday will be granted to regular full time employees. Employees are expected to share the need for bereavement leave with their immediate supervisor as soon as they are aware of their need for bereavement leave. The phrase "immediate family" for the purposes of the bereavement policy includes the employee's spouse (or registered domestic partner), brother, sister, father, mother, stepfather, stepmother, grandparent, child, stepchild, grandchild, father in law, mother in law, grandparent in law, sister in law, brother in law, daughter in law, and son in law. Three 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).

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

### **ARTICLE 11 - RECORDS**

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

11.2 Personnel Files- Written reprimands will be removed from the employee's personnel file after three years from the date said action was finalized provided that no further reprimands of a like nature have been issued within this three-year period. An employee may request the removal of a written reprimand after a two-year period. This limitation shall not apply to suspensions or demotions. Reprimands or discipline

resulting from serious infractions against members of the public or other City employees, such as discrimination, sexual harassment or moral turpitude will be removed from personnel files after ten years as long as no similar incidents have occurred.

## **ARTICLE 12 – HEALTH AND WELFARE COVERAGE**

### **12.1 Medical Insurance Plans**

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

### **12.2 Premiums**

- i) For employees choosing the HealthFirst \$250 deductible plan, the City will pay 100% of the premiums for the employee and 90% of the premiums for dependents.
- (1) 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 Healthfirst \$250 plan to be paid on each pay period.
- ii) In 2018, 2019, and 2020 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) For employees enrolled on an AWC High Deductible Health Plan, the City will contribute fifty percent (50%) of the premium cost savings between the AWC High Deductible Plan and the Healthfirst \$250 plan to be contributed into the employee's HSA on each pay period.
- (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.)
- iii) 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.

**12.3 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.

**12.4 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.

**12.5 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.

**12.6 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.

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

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

### ***ARTICLE 13- MANAGEMENT'S RIGHTS***

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

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

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

**13.4** Except as otherwise provided herein, the Employer shall decide all questions as to lay-offs, subject to the right of the Guild to request and discuss with the Employer the reason for any layoffs involving bargaining unit positions. The Employer and Guild shall bargain over the effects of any such layoffs on individual employees. The Employer shall have the right to determine reasonable schedules of work and to establish the

methods or processes by which such work is performed in accordance with Article 4 of this Agreement.

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

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

#### ***ARTICLE 14 - EMPLOYMENT***

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

#### ***ARTICLE 15 - CIVIL SERVICE STATUTES***

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

#### ***ARTICLE 16 - CONTINUOUS OPERATION***

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

#### ***ARTICLE 17 – WAGES***

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

17.2 If an Employee is temporarily assigned in writing by the Police Chief or designee to a higher-paid classification, the Employee shall receive the higher rate of base pay for working that classification for all hours so worked. No Employee shall be subject to

censure when assigned to a position for which he has not been properly trained. In the event any Employee is temporarily shifted for the Employer's convenience to a position paying a lesser wage than the rate for his regular position, no reduction in wage shall be made. The Employer may with the Employee's consent transfer the employee to another job which is vacant and pay the regular rate for the top step of that position, as an alternative to layoff. If the former position is renewed the Employer shall automatically reinstate the Employee to the former position.

17.3 Wages shall be paid by the Employer on a bimonthly basis. Effective March 2007, paydays are on the 5<sup>th</sup> and 20<sup>th</sup> of the month.

17.4 The salary schedule will reflect the following wage increases from the January 1, 2017 wage schedule:

3/1/2018	2.2%
1/1/2019	2.0%
1/1/2020	2.0%

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

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

17.7 **Evidence/Property Custodian Incentive:** Employees assigned as the Evidence/Property Custodian will receive an incentive pay premium of fifty dollars (\$50.00) per month.

17.8 **Lead Assignment.** An employee assigned by APD management as the Records Support Lead will receive an incentive pay premium of one hundred dollars (\$100.00) per month.

## **ARTICLE 18 - FRINGE BENEFITS**

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

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

## 18.3 Clothing and Equipment

### 18.3.1 Uniforms and protective clothing.

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

City Issued Equipment:

#### ***Support Personnel Uniform***

- 2 Long Sleeve Shirts
- 2 Short Sleeve Shirts
- 2 Pants
- 1 Sweater or Jacket
- 1 Belt

A footwear allowance of \$100.00 per year for closed toe, black shoes that match uniform.

#### ***Community Service Officer & Code Enforcement Officer Uniform/ Equipment***

- 3 Short Sleeve Shirts
- 3 Long Sleeve Shirts
- 3 Uniform Pants
- Footwear allowance of \$125.00 per year plus tax and shipping charges
- 1 Uniform jacket with removable fleece liner
  
- 1 Uniform Badge
- 1 Pair Gloves
- 1 Jumpsuit (upon completion of probation period for CEO assigned to animal control)

Name Tags provided on all items of clothing that require one

- 1 Uniform Flashlight
- 1 Uniform Belt Pant
- 1 Duty Belt
  
- 1 Defensive Spray (with Case)
- 4 Belt Keeper
- 1 Key Holder
- 1 Knife (with case)
- 1 Portable Radio (with case)

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

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

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

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

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

#### **ARTICLE 19 - PROFICIENCY SYSTEM**

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

##### **Proficiency Levels**

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

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

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

#### **ARTICLE 20 - WORK STOPPAGES**

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

## **ARTICLE 21 - INTERNAL INVESTIGATIONS**

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

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

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

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

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

21.6 When an employee, whether on or off duty, uses force which results in the injury or death of a person, the employee shall not be required to make a written or recorded statement for twelve (12) hours after the incident except that promptly following the incident the employee shall verbally report to a superior a brief summary of the incident and any information necessary to secure evidence, identify witnesses, or apprehend suspects. The affected employee may waive the requirement to wait twelve (12) hours.

## **ARTICLE 22 - PSYCHOLOGICAL / MEDICAL EVALUATIONS**

### **22.1 Initial Evaluation**

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

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

22.1.3 Results of the Test. The doctor will issue a written report to the City and the employee. The report shall indicate whether the employee is fit or unfit for duty or requires modified work conditions. The report shall also indicate the reasons for the

doctor's conclusion. If the doctor believes the employee is fit for duty but needs modified work conditions, the doctor will also indicate what modifications are necessary and the extent or duration projected of the modification. Except as provided herein, the doctor will keep confidential all data made available to him or her on a confidential basis.

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

22.3 Medical Arbitration.

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

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

## **ARTICLE 23 - PERSONNEL RECORDS**

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

23.2 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.

23.3 Employees shall not have any disciplinary action entered in their personnel file without having first read and signed the document. Should an employee refuse to sign,

that fact shall be noted on the document and the document may be placed in the personnel file.

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

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

#### ***ARTICLE 24 - PROTECTED SPEECH***

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

#### ***ARTICLE 25 - TOBACCO POLICY***

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

Tobacco use is prohibited inside all City of Anacortes facilities, including City-owned buildings, vehicles, and offices or other facilities rented or leased by the City, including individual employee offices. The smoking policy 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 26 - PHYSICAL FITNESS***

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

The City and the Guild agrees to utilize the current WA State Criminal Justice Training Commission physical fitness standards as the scoring criteria for the physical fitness tests (sit-ups, push-ups, 1.5 mile run). This does not have a separate component for gender or age. There are a total of 150 points available.

- 1%- 90-112.4 points
- 2% 112.5-134.9 points
- 3% 135 points +

Those employees who meet the standard in a given year shall receive a percentage of their accrued sick leave bought out at retirement. Each year that an employee participates successfully in the program they earn an additional percentage of sick leave buyout. This benefit is in addition to the sick leave buyout provision upon retirement.

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.

#### ***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.

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 current personnel policies.

#### ***ARTICLE 28 - HARASSMENT***

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

**ARTICLE 29 - ENTIRE AGREEMENT**

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

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

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

29.4 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 30 - SAVINGS CLAUSE**

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

**ARTICLE 31 - AGREEMENT DURATION**

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

SIGNED THIS \_\_\_\_ DAY OF FEBRUARY 2018.

ANACORTES POLICE SERVICES  
GUILD  
BY:

CITY OF ANACORTES, WA  
BY:

\_\_\_\_\_  
Judy Beyer  
NON COMMISSIONED GUILD  
REPRESENTATIVE

\_\_\_\_\_  
Emily Schuh  
ADMINISTRATIVE SERVICES  
DIRECTOR

ANACORTES POLICE SERVICES BY:

CITY OF ANACORTES, WA

\_\_\_\_\_  
Chad Pruiett  
GUILD PRESIDENT GUILD

BY:

\_\_\_\_\_  
John Small  
CHIEF OF POLICE

BY:

ATTEST:

\_\_\_\_\_  
Rob Leetz  
GUILD VICE-PRESIDENT

\_\_\_\_\_  
Steve Hogleund  
CITY CLERK - TREASURER

## ADDENDUM A – WAGES

2018 Non Commissioned Police Guild Wage Schedule (Wage Increase effective 3/1/2018)																			
2.2% COLA Adjustment to Wage Scale (effective 3/1/18)	3.0% between each step	Monthly Rate					Hourly Rate	Hourly Rate					Annual Salary	Annual Salary					
		Step 1	Step 2	Step 3	Step 4	Step 5		Step 1	Step 2	Step 3	Step 4	Step 5		Step 1	Step 2	Step 3	Step 4	Step 5	
			1.03																
<b>Position</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	
	Level NC1	3,973.53	4,092.74	4,215.52	4,341.99	4,472.25	NC1	22.92	23.61	24.32	25.05	25.80	NC1	\$47,682.41	\$49,112.88	\$50,586.27	\$52,103.86	\$53,666.97	
	Level NC2	4,090.78	4,213.50	4,339.90	4,470.10	4,604.20	NC2	23.60	24.31	25.04	25.79	26.56	NC2	\$49,089.31	\$50,561.99	\$52,078.85	\$53,641.22	\$55,250.45	
	Level NC3	4,211.54	4,337.88	4,468.02	4,602.06	4,740.12	NC3	24.30	25.03	25.78	26.55	27.35	NC3	\$50,538.42	\$52,054.57	\$53,616.21	\$55,224.70	\$56,881.44	
	Level NC4	4,335.92	4,465.99	4,599.97	4,737.97	4,880.11	NC4	25.01	25.77	26.54	27.33	28.15	NC4	\$52,031.00	\$53,591.93	\$55,199.69	\$56,855.68	\$58,561.35	
	Level NC5	4,464.03	4,597.95	4,735.89	4,877.97	5,024.31	NC5	25.75	26.53	27.32	28.14	28.99	NC5	\$53,568.36	\$55,175.41	\$56,830.68	\$58,535.60	\$60,291.66	
	Level NC6	4,595.99	4,733.87	4,875.88	5,022.16	5,172.82	NC6	26.52	27.31	28.13	28.97	29.84	NC6	\$55,151.84	\$56,806.40	\$58,510.59	\$60,265.91	\$62,073.89	
	Level NC7	4,731.90	4,873.86	5,020.08	5,170.68	5,325.80	NC7	27.30	28.12	28.96	29.83	30.73	NC7	\$56,782.83	\$58,486.31	\$60,240.90	\$62,048.13	\$63,909.57	
	Level NC8	4,871.90	5,018.05	5,168.59	5,323.65	5,483.36	NC8	28.11	28.95	29.82	30.71	31.63	NC8	\$58,462.74	\$60,216.63	\$62,023.13	\$63,883.82	\$65,800.33	
	Level NC9	5,016.09	5,166.57	5,321.57	5,481.21	5,645.65	NC9	28.94	29.81	30.70	31.62	32.57	NC9	\$60,193.06	\$61,998.85	\$63,858.81	\$65,774.58	\$67,747.82	
	Level NC10	5,164.61	5,319.54	5,479.13	5,643.51	5,812.81	NC10	29.80	30.69	31.61	32.56	33.54	NC10	\$61,975.28	\$63,834.54	\$65,749.57	\$67,722.06	\$69,753.72	

2019 Non Commissioned Police Guild Wage Schedule																			
2.0% COLA Adjustment to Wage Scale	3.0% between each step	Monthly Rate					Hourly Rate	Hourly Rate					Annual Salary	Annual Salary					
		Step 1	Step 2	Step 3	Step 4	Step 5		Step 1	Step 2	Step 3	Step 4	Step 5		Step 1	Step 2	Step 3	Step 4	Step 5	
			1.03																
<b>Position</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	
	Level NC1	4,053.00	4,174.59	4,299.83	4,428.83	4,561.69	NC1	23.38	24.08	24.81	25.55	26.32	NC1	\$48,636.06	\$50,095.14	\$51,597.99	\$53,145.93	\$54,740.31	
	Level NC2	4,172.59	4,297.77	4,426.70	4,559.50	4,696.29	NC2	24.07	24.79	25.54	26.30	27.09	NC2	\$50,071.10	\$51,573.23	\$53,120.43	\$54,714.04	\$56,355.46	
	Level NC3	4,295.77	4,424.64	4,557.38	4,694.10	4,834.92	NC3	24.78	25.53	26.29	27.08	27.89	NC3	\$51,549.19	\$53,095.66	\$54,688.53	\$56,329.19	\$58,019.07	
	Level NC4	4,422.64	4,555.31	4,691.97	4,832.73	4,977.71	NC4	25.52	26.28	27.07	27.88	28.72	NC4	\$53,071.62	\$54,663.77	\$56,303.68	\$57,992.80	\$59,732.58	
	Level NC5	4,553.31	4,689.91	4,830.61	4,975.53	5,124.79	NC5	26.27	27.06	27.87	28.70	29.57	NC5	\$54,639.73	\$56,278.92	\$57,967.29	\$59,706.31	\$61,497.50	
	Level NC6	4,687.91	4,828.54	4,973.40	5,122.60	5,276.28	NC6	27.05	27.86	28.69	29.55	30.44	NC6	\$56,254.88	\$57,942.53	\$59,680.80	\$61,471.23	\$63,315.36	
	Level NC7	4,826.54	4,971.34	5,120.48	5,274.09	5,432.31	NC7	27.85	28.68	29.54	30.43	31.34	NC7	\$57,918.49	\$59,656.04	\$61,445.72	\$63,289.09	\$65,187.77	
	Level NC8	4,969.33	5,118.41	5,271.97	5,430.12	5,593.03	NC8	28.67	29.53	30.42	31.33	32.27	NC8	\$59,632.00	\$61,420.96	\$63,263.59	\$65,161.50	\$67,116.34	
	Level NC9	5,116.41	5,269.90	5,428.00	5,590.84	5,758.56	NC9	29.52	30.40	31.32	32.25	33.22	NC9	\$61,396.92	\$63,238.83	\$65,135.99	\$67,090.07	\$69,102.77	
	Level NC10	5,267.90	5,425.94	5,588.71	5,756.38	5,929.07	NC10	30.39	31.30	32.24	33.21	34.21	NC10	\$63,214.78	\$65,111.23	\$67,064.56	\$69,076.50	\$71,148.80	

2020 Non Commissioned Police Guild Wage Schedule																			
2.0% COLA Adjustment to Wage Scale	3.0% between each step	Monthly Rate					Hourly Rate	Hourly Rate					Annual Salary	Annual Salary					
		Step 1	Step 2	Step 3	Step 4	Step 5		Step 1	Step 2	Step 3	Step 4	Step 5		Step 1	Step 2	Step 3	Step 4	Step 5	
			1.03																
<b>Position</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	
	Level NC1	4,134.06	4,258.09	4,385.83	4,517.40	4,652.93	NC1	23.85	24.57	25.30	26.06	26.84	NC1	\$49,608.78	\$51,097.04	\$52,629.95	\$54,208.85	\$55,835.12	
	Level NC2	4,256.04	4,383.72	4,515.24	4,650.69	4,790.21	NC2	24.55	25.29	26.05	26.83	27.64	NC2	\$51,072.52	\$52,604.69	\$54,182.84	\$55,808.32	\$57,482.57	
	Level NC3	4,381.68	4,513.13	4,648.53	4,787.98	4,931.62	NC3	25.28	26.04	26.82	27.62	28.45	NC3	\$52,580.17	\$54,157.58	\$55,782.30	\$57,455.77	\$59,179.45	
	Level NC4	4,511.09	4,646.42	4,785.81	4,929.39	5,077.27	NC4	26.03	26.81	27.61	28.44	29.29	NC4	\$54,133.06	\$55,757.05	\$57,429.76	\$59,152.65	\$60,927.23	
	Level NC5	4,644.38	4,783.71	4,927.22	5,075.04	5,227.29	NC5	26.79	27.60	28.43	29.28	30.16	NC5	\$55,732.52	\$57,404.50	\$59,126.64	\$60,900.43	\$62,727.45	
	Level NC6	4,781.66	4,925.11	5,072.87	5,225.05	5,381.81	NC6	27.59	28.41	29.27	30.14	31.05	NC6	\$57,379.98	\$59,101.38	\$60,874.42	\$62,700.65	\$64,581.67	
	Level NC7	4,923.07	5,070.76	5,222.89	5,379.57	5,540.96	NC7	28.40	29.25	30.13	31.04	31.97	NC7	\$59,076.86	\$60,849.16	\$62,674.64	\$64,554.88	\$66,491.52	
	Level NC8	5,068.72	5,220.78	5,377.41	5,538.73	5,704.89	NC8	29.24	30.12	31.02	31.95	32.91	NC8	\$60,824.64	\$62,649.38	\$64,528.86	\$66,464.73	\$68,458.67	
	Level NC9	5,218.74	5,375.30	5,536.56	5,702.66	5,873.74	NC9	30.11	31.01	31.94	32.90	33.89	NC9	\$62,624.86	\$64,503.60	\$66,438.71	\$68,431.87	\$70,484.83	
	Level NC10	5,373.26	5,534.45	5,700.49	5,871.50	6,047.65	NC10	31.00	31.93	32.89	33.87	34.89	NC10	\$64,479.08	\$66,413.45	\$68,405.86	\$70,458.03	\$72,571.77	

**ADDENDUM B Alternative Work Schedule**

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

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

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

**EXAMPLE #1: Compressed Work week 9/80**

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

Week 1

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

Total hours worked = 40

Week 2

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

Total hours worked = 40

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

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

**Accruing and Using Sick and Vacation Leave and Holiday Pay**

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

When a paid holiday falls on an employee’s regularly scheduled work day, the employee will be paid eight hours of holiday pay. If the regularly scheduled work day is greater than

8 hours, the employee is required to use either vacation, compensatory time earned, or personal holiday to make up for the additional time the employee was scheduled to work in excess of the 8 hours of holiday pay.

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

**ALTERNATIVE WORK SCHEDULE APPLICATION**  
(Employee)

Employee Name: \_\_\_\_\_

Date Requested Submitted: \_\_\_\_\_

Dept./Division: \_\_\_\_\_

Proposed Effective Date: \_\_\_\_\_

Position: \_\_\_\_\_

Circle one:    Exempt

Non-Exempt

Description of Proposed Alternative Work Schedule: \_\_\_\_\_

Work week start/end: \_\_\_\_\_

Day								
Schedule								
# Hours								

Day								
Schedule								
# Hours								

Day								
Schedule								
# Hours								

Reason for Request: \_\_\_\_\_

\_\_\_\_\_

Potential Problems/Recommended Solutions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**ALTERNATIVE WORK SCHEDULE APPLICATION**  
(Supervisor)

Employee Name: \_\_\_\_\_ Dept./Division: \_\_\_\_\_

Position: \_\_\_\_\_ Supervisor: \_\_\_\_\_

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

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

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

---

Human Resource Dept Recommendation: \_\_\_\_\_ Approved \_\_\_\_\_ Denied

Comments/Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Review for FLSA (Fair Labor Standards Act) Compliance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Human Resources Director

\_\_\_\_\_  
Date

Effective Date: \_\_\_\_\_

Trial Period Review Date: \_\_\_\_\_