

ARTICLE 8 - INTERNAL INVESTIGATIONS

- 8.1 General.
- 8.1.1 Any Association member who will be interviewed concerning an act, which, if proven, could reasonably result in disciplinary action against him or her will be afforded the following safeguards:
- 8.1.1.1 Members shall be notified, in writing, that they have become the subject of an internal investigation and of the allegations. Except that such notification may not occur when, in the opinion of the Chief of Police or designee, such notification would clearly tend to impair and/or impede a thorough, fair, and factual investigation of a particular complaint.
- 8.1.1.2 At a reasonable time prior to any investigatory interview, and with not less than 48 hours notice, the member will be informed in writing the nature of the allegation and afforded the opportunity to consult with an Association representative. The member shall be allowed a reasonable amount of time to secure the presence of an Association representative and to have an Association representative present during the interview, so long as the delay shall not unduly obstruct the City's ability to conduct its investigation. The Association representative will not unduly interfere in the interview. These restrictions on the Association's representative's role in no way limit the Association's right to present other evidence to the City at other phases of the investigation, after the conclusion of questioning.
- 8.1.1.3 To the extent reasonably possible, interviews shall take place at Police Department or City facilities.
- 8.1.1.4 The City shall make reasonable good faith effort to conduct these interviews during the member's regularly scheduled shift or normal business hours, except for emergencies or where interviews can be conducted by telephone. Where a member is working on the night shift, the interview can be scheduled contiguously to the member's shift.
- 8.1.1.5 The member will be required to answer all questions, except for those involving criminal conduct of the member if the member has been informed that criminal charges may be filed against him or her.
- 8.1.1.6 All interviews shall be limited in scope to activities, circumstances, events, conduct, acts or background which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the City from questioning the member about information which is developed during the course of the interview.
- 8.1.1.7 If the City records the interview, a copy of the recording of the complete interview of the member shall be furnished, upon request, to the member. If the interviewed employee is subsequently disciplined and any part of

any recording is transcribed by the City, the member shall be given a complimentary copy thereof. The Association shall be allowed to record the interview with the permission of the Chief of Police.

- 8.1.1.8 The member shall be advised of the results of the investigation and any further action to be taken on the incident.

- 8.1.2 When the investigation results in discipline and the matter is grieved, the Association will be furnished with a complete copy of the City's investigation file, unless limited by law.

- 8.1.3 This article shall not apply to investigations of criminal conduct by the member, unless the City has informed the member that the member's statements shall not be used in any criminal proceedings.

ARTICLE 9 - GRIEVANCES

- 9.1 Definition.
- 9.1.1 Grievance is defined as an alleged violation, misinterpretation, misrepresentation, or misapplication of the terms of this agreement. All grievances and responses from the grievance procedure shall be put in writing, setting forth the facts, section of Agreement violated, and remedy sought.
- 9.1.2 Time periods between grievance steps may be extended by written mutual agreement of both parties.
- 9.2 Procedure.
- 9.2.1 An Employee who believes he/she has a grievance as defined herein, except a discipline or discharge grievance, shall present the grievance in writing within fifteen (15) working days of the alleged grievance to the employee's supervisor who shall attempt to resolve it within seven (7) work days after it is presented to the supervisor. A copy of the signed grievance will also be provided to the Association. The grievance shall state the section of the agreement violated, the nature of the case as seen by the grieving party, and the remedy sought. If the grievance is not presented to the employee's supervisor within fifteen (15) working days, the grievance will be deemed to have been waived.
- 9.2.1.1 A grievance arising out of disciplinary action or discharge shall be presented in writing directly to the Police Chief within fifteen (15) working days of the alleged grievance in accordance with section 9.3.1 below. The grievance shall state the section of the agreement violated, the nature of the case as seen by the grieving party, and the remedy sought.
- 9.2.2 Working days will be defined as those days Monday through Friday, inclusive, and will not count officially recognized holidays.
- 9.3 Responses and Time Limits.
- 9.3.1 If either the employee or the Association is not satisfied with the supervisor's response, the grievance may be presented to the Police Chief within fifteen (15) working days after receipt of the supervisor's response in step 1. The Chief of Police or designee may meet with the grievant(s) and the Association concerning the grievance within seven (7) working days and shall respond to the grievance within fifteen (15) working days following receipt of the grievance or the date of the meeting, whichever is later. Upon the completion of this timeframe if the issue has not been resolved, the Association shall have five (5) working days to submit the grievance to the Mayor.
- 9.3.2 The Mayor or designee shall respond to the grievance within ten (10) working days. If the Association elects to arbitrate, the Association shall give written

notice to the City of its intent to arbitrate within thirty (30) working days of the Mayor's response.

9.3.3 Whenever the employer fails to respond within the time limits set forth in this section, the grievance will automatically advance to the next step. Only the signatory parties may submit grievances to arbitration.

9.3.4 The Everett Police Officers Association shall be the exclusive representative of any aggrieved employee. Pursuance of any and all grievances shall be determined exclusively by the Association in conjunction with the procedures established in this Agreement. Any decision by the Association to terminate the pursuance of a grievance shall be final and binding upon the aggrieved member; provided that nothing herein shall be construed so as to limit an employee's right to resolve employment issues in accordance with RCW 41.56.080.

9.4 Arbitration of Grievances.

9.4.1 The City and Association representatives will discuss the appointment of an arbitrator within ten calendar days after the notification of appeal. ~~The arbitration board shall consist of three persons: One (1) to be named by the Association, one (1) to be named by the City, and one (1) to be selected by these two (2) arbiters. Both the City and the Association shall name their respective representatives within three (3) working days after notification of appeal. These two (2) arbiters will complete the selection of the third committee representative within the next three (3) working days.~~ If they cannot agree on the third person arbitrator, they shall submit a request to the Federal Mediation and Conciliation Service for a listing of seven (7) professional arbiters whose principle residence is Washington or Oregon and who are members of the National Academy of Arbitrators. The City and the Association representatives will take turns striking names off the list until only one (1) person remains on the list. ~~The person shall become the third representative and shall serve as chairperson for this committee.~~ A coin flip shall determine whether the City representative or the Association representative will strike the first name on the list. The Arbitration Committee shall observe the timeframes provided within the Rules for Voluntary Arbitration of the American Arbitration Association. The cost of arbitration shall be borne equally by both parties, and each party shall pay its respective representatives' or attorneys' fees. The City and the Association agree that the decision of this committee shall be final and binding upon both parties.

9.4.2 The ~~arbitration committee~~arbitrator shall render ~~its~~his/her decision solely based on the interpretation and application and provisions of this Agreement. Neither the ~~arbitration committee~~arbitrator nor any other person or persons involved in the grievance process shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.

9.4.3 All time limits in this procedure shall be maximum.

ARTICLE 10 - ASSOCIATION LEAVE

10.1 ~~Leave for Association Representatives~~ Association Leave Bank.

10.1.1 The City will establish and maintain an Association leave bank for the purpose of ensuring that Association officers, duly appointed representatives of the Association, or bargaining unit employees designated by the President of the Association are able to attend conventions, training, seminars, meetings, etc. with no loss of pay or benefits and at no cost to the City. ~~The City agrees to allow time off with pay for an Association officer or duly appointed representative to attend State or National Conferences or State Pension System meetings, not to exceed three (3) working days for a single function. A notification for such time off must be made in writing to the Chief of Police, signed by the Association President, at least five (5) working days prior to the requested day off.~~

10.1.2 The Association leave bank will be funded by each bargaining unit member donating/transferring a maximum of 4 hours of vacation time each year from their personal vacation leave bank into the Association's leave bank. ~~Allowable aggregate of such paid time off for the Association shall not exceed two hundred and forty (240) hours in one (1) calendar year.~~

10.1.3 The City will deduct the hours in January of each year from the personal vacation leave bank of each bargaining unit member employed in January of each year.

10.1.4 If there are any hours remaining in the Association's leave bank on December 31 of any year, each bargaining unit member's contribution for the next year will be reduced proportionately in that year so that the total number of hours in the Association leave bank will not exceed 684 hours.

10.1.5 Hours in the bank will be used at the discretion of the Association Executive Board.

10.1.6 The City agrees to allow time off with pay from the Association leave bank not to exceed five (5) working days for a single function. A request for such time off must be made in writing to the Chief of Police, signed by the Association President, at least five (5) working days prior to the requested time off.

~~Such time off shall be granted if:~~

~~A. The City is able to properly staff the employee's job duties during the time off; and~~

~~B. The wage cost to the City is no greater than the cost that would have been incurred had the Association officer not taken time off.~~

~~10.1.3 Attendance by individual officers at these or similar functions at the express request of the City shall not be counted toward the allowable two hundred and forty (240) hours, but shall be considered and paid as a regular working day.~~

10.2 City Leave Bank for Association Business.

10.2.1 The City will grant a reasonable amount of paid time off for Association business that will not count against the Association leave bank. The purpose of such release time must be limited to matters that directly involve the administration of the Agreement, such as labor management meetings, the processing and adjustment of grievances, and negotiations regarding changes to the existing Agreement.~~The City shall afford Association officials a reasonable amount of time on duty to consult with appropriate management officials and/or aggrieved employees, provided that the Association official and/or the aggrieved employee receives approval from the Chief, Deputy Chief and/or their designee(s). Association officials shall guard against the use of excessive time in handling such responsibilities.~~

10.2.2 The allowable aggregate of such paid time off for the Association shall not exceed two hundred and forty (240) hours in one (1) calendar year. No unused time off shall be carried over into the following year.

10.2.3 Up to three (3) members of the Association will be released, if working, for all meetings between the Association and the City for the purpose of negotiating the terms of the contract. The three (3) members will not have to charge against a bank. Any additional team members, if working, would charge against the bank. All release time must be in compliance with 10.3.1.

10.2.4 Not charged against a leave bank will be the release of Association officials for other functions at the express request of the City.

10.3 Leave Request.

10.3.1 For any release time under Article 10, a request must be made in writing to the Chief of Police, signed by the Association President, at least five (5) working days prior to the requested time off.

Such time off shall be granted if:

- A. The City is able to properly staff the employee's job duties during the time off (this includes Operations, Investigations and Services); and
- B. The wage cost to the City is no greater than the cost that would have been incurred had the Association officer not taken time off.

ARTICLE 11- SALARY SCHEDULE

11.1 ~~2011-2014~~ Salary Schedule.

11.1.1 Effective January 1, ~~2011~~2014, the ~~2013~~ monthly salary schedule for the Association shall ~~remain the same as the salary schedule in effect on December 31, 2010~~ be increased by 2.25% as follows:

2011-2014 Schedule:				
<u>Classification</u> <u>Title</u>	<u>Range</u> <u>No.</u>	<u>Third</u> <u>Class</u>	<u>Second</u> <u>Class</u>	<u>First</u> <u>Class</u>
MONTHLY RATE				
Police Officer	03-021	4,792	5,247	6,280
		<u>5,178</u>	<u>5,670</u>	<u>6,785</u>
Sergeant	03-012			7,851
				<u>8,484</u>

Salary progression intervals are twelve (12) months between steps.

11.2 ~~2012-2015~~ Salary Schedule.

11.2.1 Effective January 1, ~~2012~~2015, the ~~2011-2014~~ monthly salary schedule shall be increased by 3.25% as follows:

2015 Schedule:				
<u>Classification</u> <u>Title</u>	<u>Range</u> <u>No.</u>	<u>Third</u> <u>Class</u>	<u>Second</u> <u>Class</u>	<u>First</u> <u>Class</u>
MONTHLY RATE				
<u>Police Officer</u>	<u>03-021</u>	<u>5,346</u>	<u>5,854</u>	<u>7,006</u>
<u>Sergeant</u>	<u>03-012</u>			<u>8,760</u>

~~a. If the percentage change in the Consumer Price Index (CPI-U) (1982-1984=100) for the Seattle-Tacoma area for the June 2010 to June 2011 index increases between 0% and 2.49%, the monthly salary schedule shall be increased by one hundred percent (100%) of the change.~~

~~b. If the percentage change in the Consumer Price Index (CPI-U) (1982-1984=100) for the Seattle-Tacoma area for the June 2010 to June 2011 index increases between 2.5% and 3.49%, the monthly salary schedule~~

shall be increased by ninety five percent (95%) of the change (unless 100% of 2.49% is higher, in which case 100% of 2.49% will be used).

- ~~c. If the percentage change in the Consumer Price Index (CPI-U) (1982-1984=100) for the Seattle-Tacoma area for the June 2010 to June 2011 index increases 3.5% or above, the monthly salary schedule shall be increased by ninety percent (90%) of the change (unless 95% of 3.49% is higher, in which case 95% of 3.49% will be used).~~

11.3 ~~2013-2016~~ Salary Schedule.

11.3.1 Effective January 1, ~~2013~~2016, the ~~2012-2015~~ monthly salary schedule shall be increased by 3.50% as follows:

<u>2016 Schedule:</u>				
<u>Classification</u>	<u>Range</u>	<u>Third</u>	<u>Second</u>	<u>First</u>
<u>Title</u>	<u>No.</u>	<u>Class</u>	<u>Class</u>	<u>Class</u>
<u>MONTHLY RATE</u>				
<u>Police Officer</u>	<u>03-021</u>	<u>5,533</u>	<u>6,059</u>	<u>7,251</u>
<u>Sergeant</u>	<u>03-012</u>			<u>9,067</u>

- ~~a. If the percentage change in the Consumer Price Index (CPI-U) (1982-1984=100) for the Seattle-Tacoma area for the June 2011 to June 2012 index increases between 0% and 2.49%, the monthly salary schedule shall be increased by one hundred percent (100%) of the change.~~
- ~~b. If the percentage change in the Consumer Price Index (CPI-U) (1982-1984=100) for the Seattle-Tacoma area for the June 2011 to June 2012 index increases between 2.5% and 3.49%, the monthly salary schedule shall be increased by ninety five percent (95%) of the change (unless 100% of 2.49% is higher, in which case 100% of 2.49% will be used).~~
- ~~c. If the percentage change in the Consumer Price Index (CPI-U) (1982-1984=100) for the Seattle-Tacoma area for the June 2011 to June 2012 index increases 3.5% or above, the monthly salary schedule shall be increased by ninety percent (90%) of the change (unless 95% of 3.49% is higher, in which case 95% of 3.49% will be used).~~

11.4 Pension Fund.

In lieu of FICA contributions, the City will continue to match contributions made by Association members into the City-sponsored Section 457 Deferred Compensation Program.

Effective January 1, 2010, the maximum contribution shall be one hundred fifty dollars (\$150.00) monthly. The City's match shall be paid up to sixty nine dollars and twenty three cents (\$69.23) bi-weekly.

ARTICLE 13 - SPECIALTY PAY

13.1 Specialty Pay.

13.1.1 All members of the rank of Police Officer who are assigned to the special additional duties enumerated in Section 13.2 of this Agreement shall receive additional pay. This amount is to be paid along with regular pay on each regularly scheduled pay period. Those members of the rank of Sergeant or higher will not receive specialty pay.

Any member not performing full performance specialty duties due to ~~any absence other than an on-the-job injury~~, an off-the-job illness or injury of more than thirty (30) days, ~~vacation or compensatory time off~~ shall not receive the additional pay.

13.1.2 In order to qualify for the additional compensation enumerated in Section 13.2 of this Agreement, the officer must be trained in the specialty to the satisfaction of the Chief of Police and must maintain skill levels as determined by the Chief of Police.

13.1.3 Assignments and disassociation for operational reasons, to the special additional duties as enumerated in this Article, shall rest in the sole discretion of the Chief of Police. Disassociation from specialty assignments for disciplinary reasons shall be subject to the grievance procedure.

13.1.4 Members who are assigned to more than one (1) special additional duty shall not receive specialty pay for more than one specialty.

13.1.5 It is agreed that any reference to specialty pay in no way guarantees that the additional compensation set forth herein shall be integrated into the current civil service classification system.

13.2 Specialty Categories.

13.2.1 Specialty assignments to be paid 4% above the first class officers Base Monthly Wage, include:

- Bomb Technicians
- Tactical Team Members
- Dive Team Members
- *Canine Handlers
- Hostage Negotiators
- Tactical Team Coordinators
- Investigations
- Motorcycle Patrol Officers
- ACT Team Members
- Video Forensics

Training Officer
Range Master
Background Investigations Officer
School Resource Officers

*Canine maintenance compensation will be the equivalent to one-half (1/2) hour per day, work days and days off inclusive. The Association and City agree that regular assigned shifts will be shortened by one (1) hour, i.e., the current twelve (12) hour shift will be changed to an eleven (11) hour shift. The one (1) hour is for one-half (1/2) hour maintenance on that work day and one-half (1/2) hour for routine maintenance days off. Therefore, canine officer(s) shall be granted three and one-half (3 1/2) hours per week for the time it is necessary for the officer to spend to care, groom, feed, maintain, transport, etc. the dog during off-duty hours. Any such non-regular duty work in excess of the above shall require advance approval from the Police Chief or his designee.

- 13.2.2 Master Police Officer specialty assignment shall be paid as follows: 10% above first class officer base monthly rate.
- 13.2.3 When an employee other than a Master Police Officer is assigned to perform Field Training Officer ("FTO") work, the employee shall receive the Master Police Officer premium (Article 13.2.2) for those hours the employee is assigned to such work.
- 13.3 Master Police Officer.
- 13.3.1 The City and the Association agree to continue the Master Police Officer program and the City agrees to staff assignments in the Master Police Officer program on a one-to-two basis with the number of Sergeants within the Police Department. The City agrees to continue the certification process that is administered by the Police Chief or designee. Testing will be administered as may be needed to fill vacancies, but not more than once a year.
- 13.3.2 Candidates for the Master Police Officer Program must have completed three years as a First Class Police Officer with the Everett Police Department at the time of testing.
- 13.3.3 An assignment list will be created ranking candidates in order of score, and based upon ~~three-two~~ areas of evaluation: a written test of knowledge, and an oral assessment board, ~~and a performance appraisal~~. Each area will be weighted equally in determining the candidates final rank. Candidates must pass the written test with a score of seventy (70) percent or higher to continue in the testing process. ~~Performance appraisals will be required from the first and second line supervisors of a candidate, and from all first and second line supervisors the candidate has been assigned to within the eighteen (18) months prior to testing. Performance appraisals will be averaged.~~
- 13.3.4 Master Police Officers will be assigned primarily as training officers, and may act as first line supervisors in the absence of a Sergeant.

ARTICLE 16 - OVERTIME AND CALL BACK PAY

16.1 Overtime.

16.1.1 Time and one-half the employee's regular hourly rate shall be paid for work under the following conditions:

1. All work performed in excess of an assigned work shift.
2. All work performed in excess of an assigned work week as set forth in Article 15.

16.1.2 The hourly rate for each bargaining unit member shall be determined by dividing the annual salary by the actual number of working hours for any given year.

16.1.3 All overtime shall be compensated for in increments of thirty (30) minutes with the major portion of thirty (30) minutes being paid as thirty (30) minutes.

16.2 Callbacks.

16.2.1 When a member has completed his/her regularly scheduled shift and is called back to perform work of any nature, he/she shall receive a guaranteed minimum of four (4) hours overtime pay.

16.2.2 When a member is called to work prior to his regularly scheduled starting time, and continues to work into the regular shift, this member shall be paid for the time worked at the member's overtime rate. If a member is called in any other time, she/he shall be guaranteed a minimum of four (4) hours overtime pay.

16.3 Court Appearances/Telephonic Hearings.

16.3.1 When a member is required to be at court outside his/her regular scheduled shift, he/she shall receive court duty compensation at the member's overtime rate. The member shall be guaranteed a minimum of four (4) hours overtime pay.

16.3.2 Any court time within one (1) hour of an employees duty time shall be paid at the appropriate overtime rate for time worked. Periods for more than one (1) hour will be paid in accordance with the aforementioned paragraph.

16.3.3 Employees subpoenaed to give testimony shall be entitled to four (4) hours overtime pay ~~if~~ unless notification of cancellation is received. Notification of cancellation must be made more than twelve (12) hours prior to the scheduled court appearance, otherwise the employee is entitled to four (4) hours overtime pay less than twelve (12) hours prior to the scheduled court appearance, unless the cancellation occurs while the employee is on duty and is so notified. Employees

are responsible for confirming court appearances no later than twelve (12) hours prior to said appearance.

16.3.4 Employees subpoenaed to give testimony at Department of Licensing (DOL) and/or Department of Corrections (DOC) telephonic hearings, shall be entitled to a minimum of two (2) hours overtime pay unless notification of cancellation or rescheduling is received less than twelve (12) hours prior to the scheduled hearing. If the hearing is within one hour of the employee's duty time, the employee shall be paid at the appropriate overtime rate for time worked with no two (2) hour minimum. Officers will prepare for telephonic hearings while on-duty which includes getting a copy of the police report and preparing for the upcoming hearing.

16.4 Standby Appearances.

16.4.1 Standby assignments issued by the City for reasons other than assignments connected with a court appearance shall be compensated at the rate of time and one half the members normal rate of pay with a minimum of four (4) hours.

16.5 Telephone Calls.

16.5.1 Employees who are off-duty and contacted by telephone by a Prosecutor's office for a work-related purpose, that is pre-approved by an Everett Police Supervisor, shall be compensated for actual time spent rounded up to the nearest quarter of an hour at the overtime rate for such contact. All other telephone contacts will be compensated pursuant to 16.1.3.

ARTICLE 18 - WORK IN HIGHER CLASSIFICATION

- 18.1 Temporary assignment.
- 18.1.1 Except as provided in 18.1.3, any member of the Department who is temporarily assigned by the Chief of Police or a designated departmental officer to accept the full duty and responsibility of a rank higher than his/her current regular classification for a period of five (5)~~one (1) full-shift~~ or more hours shall be paid at the rate of the higher rank beginning with the first ~~full-shift~~hour worked in his/her temporary assignment until returned to work in his/her regular classification.
- 18.1.2 Master Police Officers may act in supervisory positions if such assignment can be made without causing the number of patrol officers in the field to fall below minimum crew levels. A Master Police Officer may act in such capacity for ~~one (1)~~three (3) consecutive work ~~week-days~~ with no extra compensation.
- 18.1.3 A Sergeant who is temporarily assigned to perform work outside the bargaining unit will receive 10% of the employee's base salary as out of class pay. The Sergeant will continue to receive deferred compensation, longevity, educational incentive pay and insurance benefits under the labor agreement. The individual will be entitled to the applicable overtime or compensatory time rules of the assigned position.

ARTICLE 20 - HOLIDAYS

20.1 Holidays.

20.1.1 The following days are designated as holidays:

New Year's Day – January 1 *
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day – July 4 *
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas – December 25 *
Two Floating Holidays

* All other holidays except the floating holidays shall be observed pursuant to the City of Everett's annual published holiday schedule.

20.2 ~~Holiday Benefits~~ Paid Time Off.

20.2.1 ~~Beginning January 1, 2009~~ In lieu of holiday time off, the City shall bank (provide each employee with) 120 hours of paid, ~~holiday~~ time off on the first of each year to be used or paid during that year.

A. For employees hired after January 1st in a given year, the City may prorate the hours to be banked and shall bank (provide) the number of hours of ~~holiday~~ pay calculated by multiplying the number of designated holidays remaining to be celebrated in that year by 12 hours (e.g., for an employee hired on March 1st, 84 hours calculated by multiplying the number of holidays remaining to be celebrated in that year - 7 by 12 hours).

20.2.2 Each employee shall have the option of: (a) requesting to use any or all of the ~~holiday~~ hours in the bank to take time off, and/or, (b) requesting payment for any or all of the ~~holiday~~ hours in the bank.

~~A. — In the event an employee requests payment for any or all of the paid time off, such payment shall be made at his/her annual base salary (salary and longevity or education) on the last pay date in December of the year in which the time was banked.~~

BA. In the event an employee requests to use the ~~holiday~~ bank to take paid time off, the City shall attempt to grant such paid time off but such request may be denied where there are operational reasons for such denial. The paid time off shall be calculated using the employee's regular rate.

C. No time off can be scheduled or used during the month of December of the year in which it was banked. In the event an employee ~~does not use all of the banked holiday time off by~~ has time left in his/her paid time off bank after December 1 of the year in which it was banked, the employee shall be cashed out for the hours remaining ~~time off in the bank~~ at his/her ~~annual base salary~~ regular rate (salary and longevity or education) ~~on the last in the pay date period in which the~~ December ~~of the year in which it was banked~~ 25th holiday occurs.

20.2.3 Any member who is scheduled to work on a designated holiday and does not work the ~~scheduled~~, designated holiday due to any absence other than on-the-job injury, vacation or compensatory time off, shall have the sum of 12 hours deducted from his/her ~~holiday paid time off~~ bank. Anyone who retires or separates from service and has used ~~holiday banked~~ hours in excess of that number of ~~holiday banked~~ hours which occurred prior to separation, shall have those hours equal to the excess used deducted from the employee's separation check.

20.2.4 In addition to the foregoing, the two floating holidays will be available to be taken as paid time off in the year they are accrued, subject to City concurrence.

ARTICLE 21 - VACATIONS

- 21.1 General.
- 21.1.1 Vacations shall be considered as regular employment. An annual vacation is of benefit to both employees and the City and all employees should be required to take an annual vacation.
- 21.1.2 All officers shall accrue vacation credit for each month of continuous service as shown below:

VACATION CREDIT ACCRUED

<u>CONTINUOUS SERVICE FROM OFFICER ANNIVERSARY DATE</u>	<u>Number of Work Hours</u>		<u>Hours Per Pay Period</u>
	<u>Per Month</u>	<u>Per Year</u>	
1st Year	10.000	120	4.615
2nd Year	10.667	128	4.923
3rd and 4th Years	11.333	136	5.231
5th Year	12.000	144	5.538
6th and 7th Years	12.667	152	5.846
8th and 9th Years	13.333	160	6.154
10th through 14th Years	14.000	168	6.462
15th through 19th Years	15.333	184	7.077
20th through 24th Years	16.667	200	7.692
25th year and beyond	18.667	224	8.615

- 21.1.3 No vacation accrual will be allowed in excess of two (2) full year's earned vacation. For purposes of this section, vacation accrual will be reported on a regular basis to the employee. Under special circumstances, the Mayor in writing may authorize accumulation of longer leave. Time not taken which causes accrual beyond two (2) full years earned vacation will be lost to the employee.
- 21.1.4 Employees will be granted pay in lieu of vacation at such time as they are separated from City employment.
- 21.1.5 Upon execution of the labor agreement, a lateral hire who has had continuous commissioned police officer service as recognized by the Washington Criminal Justice Training Commission will have his/her vacation accrual calculated upon his/her years of continuous police officer service. The employee needs to provide the City with proof of the years of continuous service as a commissioned police officer. Lapse of continuous service over 4 weeks will not be considered continuous service. Upon approval by Human Resources, the officer will begin accruing the appropriate level of vacation beginning the next pay period.

ARTICLE 25 - INSURANCE BENEFITS

- 25.1 General.
- 25.1.1 The City agrees to provide insurance benefits for officers and their dependents as described in the following sections.
- 25.2 LEOFF I - Dependent Medical.
- 25.2.1 The City agrees to ~~provide~~ offer medical insurance and a vision plan that is acceptable to the City for ~~legal-eligible~~ dependents, provided the employee makes a ten percent contribution toward the cost of the medical coverage effective July 1, 2015.
- 25.3 LEOFF II - Employee and Dependent Medical.
- 25.3.1 The City agrees to ~~provide~~ offer medical coverage for all LEOFF II employees and their ~~legal-eligible~~ dependents, provided the employee makes a ten percent contribution toward the cost of the medical coverage effective July 1, 2015. ~~The City shall pay the premium cost of the coverage.~~ LEOFF II employees shall have the option of participating in either the Group Health or the City's self-insured basic/major medical program.
- 25.4 Dental Insurance.
- 25.4.1 The City agrees to provide dental insurance through ~~Washington~~ Dental Service of Washington for all officers and their dependents. The City shall pay the premium cost of the coverage.
- 25.5 LEOFF II - Vision Insurance.
- 25.5.1 The City agrees to provide vision coverage that is acceptable to the City for all LEOFF II employees and their legal dependents. The City shall pay the premium cost of the coverage.
- 25.6 Disability and Life Insurance.
- 25.6.1 The City agrees to sponsor and administer a disability insurance program through the insurance company of the Association's choice for all LEOFF II members. Premiums for this coverage will be the responsibility of LEOFF II officers with the requirement that all LEOFF II officers participate.
- 25.6.2 In conjunction with the disability insurance program, all officers of the City agree to purchase a \$10,000 life insurance policy through Standard Insurance Company.

25.6.3

It will be the responsibility of the Association to register all present and new members of the bargaining unit in these programs. Any dividends or financial returns from either of these programs will be forwarded to the Association.

ARTICLE 31 - DURATION

31.1 General.

31.1.1 This Agreement shall be effective as of the first day of January, ~~2011~~2014, and shall remain in full force and effect through the last day of December, ~~2013~~2016. Any one (1) Article may be opened if mutually agreed to by both parties. If agreement is not reached within thirty (30) days, the said Article or Articles will remain in force as written. It is further provided that by mutual agreement this contract may be modified or clarified at any time.

31.1.2 In witness whereof, the parties hereto have set their hands on the _____ day of ~~December~~ _____, ~~2010~~2015.

CITY OF EVERETT

EVERETT POLICE OFFICERS
ASSOCIATION

RAY STEPHANSON, Mayor

JAMES COLLIER, President

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

~~EPOA2011~~EPOA2014-132016/JLS/WINWORD/LABRCONT/EPOA