

## TENTATIVE AGREEMENT

The City of Everett (City) and the Everett Police Officers Association (EPOA" have reached a tentative agreement for a successor collective bargaining agreement to the 2014-2016 collective bargaining agreement. This tentative agreement is set out below, and, is subject to ratification by the EPOA and the City.

1. Current contract language except as modified in the document attached hereto and incorporated by reference as fully re-written herein.
2. All references to a 2014-2016 term shall be changed to 2017-2019.
3. Amend Art. 11.1.1 to reflect that effective January 1, 2017 the 2016 monthly salary schedule for the Association shall be increased by 2.5% and the increase shall be retroactive for all employees performing any work after January 1, 2017.
4. Amend Art. 11.2.1 to reflect that effective January 1, 2018, the 2017 monthly salary schedule for the Association shall be increased by 3.0%.
5. Amend Art. 11.3.1 to reflect that Effective January 1, 2019, the 2018 monthly salary schedule for the Association shall be increased by 3.0%.
6. Amend Art. 11.4 as follows:

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. Upon execution of the labor agreement, the City's monthly contribution to the deferred compensation program will be 2.5% of a First Class Officer's pay. The City's maximum contribution shall be:~~

~~Upon execution of the labor agreement, the 2017 Contribution will be \$186 monthly (\$85.85 biweekly)~~

~~Effective January 1, 2018, the contribution will be \$191 monthly (\$88.15 biweekly).~~

~~Effective January 1, 2019, the contribution will be \$197 monthly (\$90.92 biweekly).~~

~~The City's match shall be paid up to sixty nine dollars and twenty three cents (\$69.23) bi weekly.~~

7. Art. 17 will be re-written and Exhibit B to the CBA will be deleted. The language for Article 17 is reflected on the attached document.

8. Amend Art. 31.1.1 as follows:

This Agreement shall be effective as of the first day of January, 201~~7~~<sup>4</sup>, and shall remain in full force and effect through the last day of December, 201~~9~~<sup>6</sup>. 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.

9. Upon execution of the labor agreement, the EPOA will: (a) pay to the City the sum of \$18, 594.27, which is the net amount the City claims and the EPOA denies the City overpaid and underpaid bargaining unit employees, (b) seek a waiver of the right to recover the amounts the City claims it owes bargaining unit employees, from those individuals the City claims were underpaid and are owed money, and (c) indemnify the City against having to pay any individual refusing to sign a waiver the amounts the City claims it owes each such individual.

10. Upon execution of the labor agreement, the EPOA will permanently withdraw the administrative leave grievance advanced to arbitration (FMCS No. 171130-00431-6) and the 2016 4th of July minimum crew grievance advanced to arbitration (FMCS No. 171209-00430-6) but without prejudice or precedent to any situations occurring in the future.

Dated: February 14, 2017

CITY

EPOA

By: \_\_\_\_\_ By: \_\_\_\_\_

## ARTICLE 17 - SHIFT CHANGES

### 17.1 General.

Definitions: Premium time-off is time off calculated at a rate of 1.5 times the number of hours worked by the employee (example: 8 hours worked calculated at premium time-off rate equals 12 hours off).

17.1.1 Each officer of the Police Department shall have the right to change shifts with any other officer who is agreeable to the change, providing that all shift changes must be approved by each division head affected and that the best interests of the Police Department and, thereby, the best interests of the citizens of Everett must be ensured. This is subject to approval of the Chief of Police or his/her designee.

17.1.2 All personnel assigned to regular shifts will be given five (5) days written notice before his/her regular shift is changed except in an emergency, as determined by the Police Chief or his/her designee. This means a transfer from one unit to another or to a different starting time that is intended to be long term or regular. Examples: Transfer from day patrol to night patrol; from investigations to patrol; starting time from 0600 to 0900. The above five (5) day written notice does not apply to schools, training, or temporary duty assignments. Changes in hours of duty and work schedule will not be made for the purpose of avoiding premium or overtime pay. This applies to changes of the schedule to avoid overtime for court attendance outside scheduled work hours, impromptu meetings and other situations that occur on a random and irregular basis. An employee has the option to waive his or her 5-day notice.

### 17.1.3 **Schools and Training.**

The City may assign employees to detached service status for all schools and training which will require more than two days attendance. In the event detached service status is required, the City may alter the regular work schedule to maintain the employees' hours within the work period or the one immediately following.

There are different criteria for scheduling training time dependent upon the length of the training: One method is used for training that occurs during two (2) calendar days or less. The other method is used for training that is more than two days in length.

Schedule adjustments are to be for full shifts except that partial shift adjustments are to be completed to allow night shift officers time off the night before a training day or at mutual agreement between the department and the officer. For purposes of this Article, mutual agreement means that both the employee and the supervisor/manager agree to the terms of the Detached Service Agreement, which may include time off at the premium rate in lieu of overtime.

**Two days or less:** The amount of time for training that occurs on an employee's day off or outside of an employee's normal scheduled work hours shall be paid as overtime, unless the employee and supervisor/manager mutually agree to use the time to schedule time off from the regular schedule. Overtime or scheduled time off is calculated at the premium rate (time and 1/2). If the employee and the supervisor/manager opt to schedule time off, the time off must be scheduled during the current work period or the one immediately following. After scheduling time off, the employee shall have the option of either taking any hours remaining that are less than a full shift as time off or have the time converted back to straight time by dividing by 1.5 and then having it paid as overtime.

**More than two days:** The amount of time for training is calculated at an hour for hour rate while making the proper scheduling adjustment to maintain the same amount of work hours within the 24 or 28 day work period.

The affected employee and his/her supervisor/manager shall agree on an adjustment within the current work period, or the one immediately following that maintains the same amount of regularly scheduled hours in the pay period. These schedule adjustments may be affected by minimum staffing requirements. After making any adjustment(s), hours that are remaining that are less than a full shift and more than the work period will be calculated at an the premium rate and taken as time off.

#### 17.1.4

#### **Temporary Duty.**

The City may assign employees to detached service status for all temporary duty assignments. All temporary duty assignments must be printed on the twenty-eight (28) day work schedule in which the event occurs, except in an emergency or unanticipated event as determined by the Police Chief or his/her designee. If the temporary duty assignment is not printed on the applicable work schedule then detached service status will not apply and all work performed in excess of the regularly scheduled shift shall be deemed as overtime and compensated as per Article 16.

The department may assign employees to temporary duty assignments away from their regular assignment. These temporary assignments are significant events that do not occur on a regular basis and are generally considered non-routine type assignments. Assignment to temporary duty (detached service) is intended when the event is known and planned for and printed on the work schedule in which the event is taking place. A schedule change for a known and planned event cannot occur within the current work schedule unless it's an exception as described below. These events are noted on the work schedule.

Exception: In an emergency that requires immediate deployment of resources to adequately handle the situation, or in the case of an unanticipated event that also requires deployment of resources on short notice. The Association Executive Board will be notified when the department is considering or makes a change involving an event under this exception scenario.

Examples of temporary duty assignment: (not all-inclusive):

- A patrol officer required being in attendance every day at a lengthy trial and not able to work his regular shift.
- Short term emphasis patrol or investigation. (Serial arsonist, rapist, burglar, etc.).
- Short term assignment to a task force.
- Short term assignment to a security detail.
- Festivals, parades, or other significant event.
- Short term assignment to be an evaluator, instructor, etc.

Keys:

- Known and planned events must be noted on the work schedule that it occurs.
- Must be a significant event.
- Emergencies and unanticipated events can occur in the current work schedule.

For the Fourth of July holiday, schedules may be adjusted for all employees on a regularly scheduled work day as long as it is published in advance on the 28-day printed work schedule. If an employee not assigned to Operations is required to work on the Fourth of July and it falls on that employee's regularly scheduled day off, then such work shall be deemed as overtime and compensated as per Article 16. If an employee not assigned to Operations is required to work on the Fourth of July, and it falls on that employee's regularly scheduled work day, the employee is required to adjust his/her schedule, it must be published in advance on the 28-day printed work schedule or such work shall be deemed as overtime and compensated as per Article 16.

17.1.5

**Summary of issues involving this article and scheduling:**

Schedule adjustments are to be made to keep the workweek as consecutive days and days off to also be consecutive days unless requested otherwise by the employee.

Schedule adjustments need to be published on future work schedules if the event is known prior to the publishing date. The department cannot force schedule adjustments for required training sessions of two days or less, unless it is to allow a night shift officer time off the night before the training. The employee and supervisor/manager can mutually agree to a schedule change to attend training sessions of two days or less. The employee and the scheduler must mutually agree to this and to the resulting day off. It is adjusted at the premium rate to keep the total work hours within the work period constant. For purposes of this Article, mutual agreement means that both the employee and the supervisor/manager agree to the terms of the Detached Service Agreement, which may include time off at the premium rate in lieu of overtime.

ACT, Narcotics, Vice, Gambling, CIU have additional flexibility of scheduling. Due to the nature of the assignment, starting times and workdays can change within the current schedule within reason. Schedules should not be changed for attendance at non-routine impromptu meetings but only for necessity of work.

Due to the need to fill-in for a sergeant, a MPO may have his/her starting time adjusted up to one (1) hour.