

AGREEMENT  
by and between  
CITY OF FIFE  
and  
CITY OF FIFE POLICE GUILD  
(Commissioned)

January 1, 2013 – December 31, 2017

ARTICLE I - GENERAL

1.1 Parties - This Agreement is entered into between the City of Fife, a municipal corporation (herein referred to as the City) and the City of Fife Police Guild (herein referred to as the Guild) representing the City of Fife Police Department Guild members (herein referred to as the employees).

1.2 Public Employees - The Police Department and the individual members of the Guild are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

1.3 Term of Agreement - The effective date of this Agreement shall be January 1, 2013, and shall continue in effect through December 31, 2017.

ARTICLE II - GUILD RECOGNITION

2.1 Guild Recognized - The City recognizes the Guild as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, conditions of employment, and for the resolution of disputes as authorized by Washington state law for all sworn members, including police officers, police sergeants, and detectives of the Police Department except for the Chief of Police, any officer above the rank of Sergeant, the Confidential Secretary, and any emergency appointee, provisional appointee or temporary appointee, as those appointees are defined in the Civil Service Commission Rules adopted May 14, 1991, and any amendments thereto.

2.2 Negotiations - The City, for the life of this Agreement, agrees not to negotiate with any other employee organization or its representative on matters pertaining to the wages, hours or conditions of employment for the employees represented by the Guild as stated in this Article.

2.3 Classification Not Guaranteed –

(a) The classification of job titles used in this Agreement are for descriptive purposes only. Their use is neither an indication nor a guarantee that these

  
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classifications or titles will continue to be utilized by the City.

(b) The City shall promptly notify the Guild of its decision to implement any and all new classifications pertaining to work of a nature performed by employees in the bargaining unit. If the new classification is a successor title to a classification covered by the Agreement and the job duties are not significantly altered or changed, the new classification shall automatically become a part of this Agreement.

(c) If the new classification contains a significant part of the work now being done by any of the classifications covered by this Agreement, or such functions are similar to employees in this bargaining unit, and the Guild notifies the City of a desire to meet within ten (10) days of its receipt of the City's notice, the parties will then meet to review the proposed classification and if unable to reach agreement as to its inclusion or exclusion from the unit shall submit the question to P.E.R.C. The parties shall then negotiate as to the proper rate of pay for the classification, the City being free to assign a temporary rate pending the resolution of negotiations.

(d) The City will negotiate in good faith with the Guild before implementing any new job title or job description.

2.4 Integrity of Bargaining Unit - Absent an emergency, the City will not assign work normally performed by employees in the bargaining unit to persons outside the bargaining unit. This provision shall not apply where there are not sufficient bargaining unit employees willing or available to perform the work in question; provided the bargaining unit employee has not exceeded a maximum of twenty four (24) hours of non-emergency overtime work during the preceding seven (7) calendar days.

### ARTICLE III - GUILD MEMBERSHIP

3.1 Guild Membership - It shall be a condition of employment that all employees of the City covered by this Agreement who are members of the Guild in good standing on the effective date of this Agreement shall remain members in good standing or pay an agency fee, and those who are not members on the effective date of this Agreement, shall on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Guild or pay an agency fee. It shall also be a condition of employment that all employees covered by this Agreement hired on or after its effective date, shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Guild or pay an agency fee.

3.2 In accordance with RCW 41.56.122, employees covered by this Agreement who have a right of non-association based on bona fide religious tenets, or teachings of a church or religious body shall contribute an amount equivalent to regular union dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Guild to which such employee would, otherwise pay regular monthly dues. The employee shall furnish written proof to the Guild and to

  
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the City that such payment has been made.

#### ARTICLE IV - GUILD DUES

4.1 The City will deduct from each employee's paycheck once each pay period, commencing thirty-one days following the initial date of employment, the uniform regular monthly dues or agency fees for each employee in the bargaining unit who has filed with the City a voluntary effective check-off authorization. Such dues and fees shall be forwarded to the Guild at an address designated by the Guild.

4.2 A Guild member desiring to revoke the dues check-off may do so by written notice to the City at any time during the ten-day period prior to the annual anniversary date of this Agreement, and each year during the life of the Agreement.

4.3 The actual dues amount deducted, as determined by the Guild, shall be uniform in nature for each employee in order to ease the City's burden of administering this provision.

4.4 If the employee has no earnings due for that period, the Guild shall be responsible for collection of dues. The Guild agrees to refund to the employee any amounts paid to the Guild in error on account of this dues deduction provision. The Guild may change the fixed uniform dollar amount which will be considered the regular monthly fees once each year during the life of this Agreement. The Guild will give the City thirty days written notice of any such change in the amount of uniform dues to be deducted.

4.5 Guild Indemnification - The Guild shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Guild shall refund directly to the employee any such amount.

#### ARTICLE V - ADDITIONS TO THE AGREEMENT

5.1 In the event the City and the Guild mutually agree that, due to unforeseen circumstances, an emergency exists as to the administration of any sections of this Agreement, then those sections affected by such emergency situation may be reopened to further negotiations for the purpose of solving such emergency. Any agreements so negotiated shall become part of this Agreement.

#### ARTICLE VI - SENIORITY AND PROBATION

6.1 The Police Chief shall provide a seniority list which shall be brought up to date prior to January 31st of each year, and immediately posted thereafter for a period of not less than thirty (30) days and a copy of same delivered to the Guild. Any objections

  
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to the seniority list as posted shall be reported to the Police Chief within ten (10) days or stand approved. Employees hired simultaneously shall be listed according to Civil Service standings, the employee with the highest score listed first.

6.2 Seniority shall be in accordance with the City Civil Service regulations. Seniority shall be broken only by discharge for cause, voluntary quit or layoff.

6.3 Any seniority earned by a bargaining unit member during employment with the City outside the bargaining unit, will be applied to ensure that the bargaining unit member receives vacation leave accrual and sick leave accrual that is reflective of his or her combined seniority with the City, both inside and outside the bargaining unit. If a bargaining unit member received longevity pay while employed by the City outside of the bargaining unit, his or her seniority outside of the bargaining unit will also be included when determining his or her right to receive longevity pay pursuant to this Agreement. Seniority earned outside the bargaining unit will not be applied in order to determine any other rights of the bargaining unit member under this Agreement.

6.4 In the event of economic layoff, the last employee hired shall be the first laid off and the last employee laid off shall be the first rehired in accordance with existing Civil Service Rules. If the City intends to rehire after an economic layoff, it shall send notice of its intent to rehire to all employees that were laid off as a result of economic circumstances. That notice shall be sent certified mail to the last known address contained in the City record. The laid off employee shall have five (5) days from his/her receipt of the notice to advise the City in writing, that he/she intends to accept the offer of rehire. He/she shall then report for duty on the date of rehire set forth in the notice, or thirty (30) days from receipt of the Notice of Intent to rehire, whichever is later; provided, however, the City shall have no obligation to rehire said laid off employee if he/she is no longer physically fit to perform the duties of the position, does not have current certifications for all equipment and training necessary to be a non-probationary employee within the position, or does not provide the City with his/her current address and the Notice of Intent to hire is returned unopened, or he/she fails to provide the City with written notice of acceptance within the five (5) day deadline referred to above.

6.5 All new employees who have had previous law enforcement experience shall serve a probationary period of twelve (12) months, and new employees without previous law enforcement experience shall serve a probationary period of eighteen (18) months. New employees shall have no seniority rights during their probationary period. Upon successful completion of their probationary period, new employees shall become regular employees, and their probationary period shall be considered part of their seniority time.

6.6 Employees who are promoted to a detective or sergeant position shall serve a six (6) month probationary period. If any employee fails to successfully complete his or her probationary period pursuant to this section, except for reasons which would subject the employee to just-cause discharge, he or she shall be returned to the position

from within the bargaining unit from which they have been promoted. Employees who are on probation, pursuant to this section, shall continue to accrue seniority at all times, unlike individuals who are on probation pursuant to section 6.5 of this Agreement.

6.7 Any bargaining unit member who has been permanently promoted into any position covered under this agreement, and has passed the required probationary period for that position, shall be afforded the following protections:

If that person is then reduced in grade and/or rank due to: an economic lay off; someone else properly bumping back into the position that the bargaining unit member holds; or an unanticipated reduction in staffing; they shall be placed back into the position from which they were demoted immediately upon that position becoming open. There will be no requirement for the bargaining unit member to retest, return to a civil service eligibility list, or go back on probation: PROVIDED THAT they still meet all of the minimum bona fide qualifications for the position (i.e. such as possessing a driver's license, etc.). There will be no time limitations associated with these protections.

#### ARTICLE VII - BULLETIN BOARDS

7.1 The City agrees to provide suitable space for the bargaining unit to use as a bulletin board. Postings by the bargaining unit on such boards shall be confined to official business of the unit that is of a non-political, non-inflammatory nature. The Guild shall provide a copy of all postings to the City at least two hours prior to posting, unless approved for immediate posting by the Chief of Police. The Guild will remove all dated material. All costs incident to preparing and posting the Guild's material will be borne by the Guild and the Guild will be responsible for maintaining its portion of the bulletin board in an orderly and neat fashion.

#### ARTICLE VIII - VACATIONS

8.1 Members of the Police Department shall be granted vacation time in each calendar year without loss of pay. Such vacations shall be computed in the following manner:

(a) After one (1) year of continuous service, a full-time employee shall be granted ninety-six (96) hours of vacation, and eight (8) additional hours of vacation for every completed year of continuous service thereafter, up to a maximum of two hundred and forty (240) hours of vacation per year. Beginning on the first anniversary date of employment, employees accrue vacation on a monthly basis, at the accrual rate for that year, which accrual shall immediately be available for use by the employee, subject to scheduling. EXCEPT THAT probationary employees, whether on a twelve (12) month or an eighteen (18) month probation, shall not be entitled to use vacation nor be paid for vacation (see section 8.2 below) until the successful completion of their probation.

(b) All vacation scheduling shall be done by seniority for each division and squad of the Police Department and shall be approved by the employee's immediate supervisor and the Chief of Police. The list shall be introduced September 1<sup>st</sup> for the upcoming year, to be completed by November 30<sup>th</sup>. Newly hired employees who are on probation at the time when vacation scheduling is conducted, may participate in the process, but can only schedule vacation leave for dates which will occur after the completion of their probation. Similarly, employees who will have extra vacation leave available to them after the scheduling process has been completed, because of the timing of their anniversary date, may schedule that extra vacation leave as part of this process, but only for dates which will occur after their anniversary date.

(c) Vacation leave shall not interfere with the acceptable level of staffing of the Police Department. Officers are not permitted to use more than twenty (20) vacation days in succession. Vacation selection will be by round, with four rounds allowed for each division. Vacation requests must be approved by the employee's immediate supervisor and the Chief of Police.

(d) Vacation leave for Sergeants shall be scheduled so as to ensure that a minimum of two Sergeants are available to work at all times. Sergeants will select their vacation separate from other ranks in the Department.

(e) Changes in vacation scheduling due to court trials, training, or mandatory classes or special circumstances will be permitted with the approval of the immediate supervisor and the Chief of Police.

(f) Employees shall schedule, during the annual vacation selection process, all vacation leave hours and all of the front-loaded holiday leave that he/she will accrue during each calendar year, with the exception of up to eighty (80) hours per calendar year which may be unscheduled and taken subject to the approval of the employee's immediate supervisor and the Chief of Police.

8.2 Whenever a non-probationary employee separates from the City's employment, for any reason, he or she will receive a cash payment from the City for accrued and unused vacation leave, calculated at the straight-time rate of pay in effect for the employee at the time of separation of employment.

8.3 Vacation hours may be carried over from year to year up to a maximum of three hundred (300) hours. Provided, however, during the course of the year, an employee's total vacation accumulation may exceed 300 hours. Provided, however, if an employee has a previously scheduled vacation pursuant to Section 8.1 above and said vacation is cancelled by the City so that the employee is unable to take the vacation before the end of the calendar year, then the employee shall have an absolute right to carry forward the amount of the cancelled vacation hours into the following year.

8.4 All employees' accrued vacation shall be capped at three hundred (300) hours. To effectuate this cap, employees with 300 hours accrued vacation shall be

  
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required to use any vacation accrued over the 300 hour cap in the month the excess vacation accrues or the vacation shall be lost without compensation. For example, if on December 1st, an employee has 300 accrued hours of vacation and would then accrue an additional 8 hours of vacation for the month of December, that employee must take the 8 hours of new accrued vacation by December 31st, or he/she shall lose the 8 new excess vacation hours without compensation. This same process shall apply for each month the employee's vacation accrual would exceed the 300 hour cap.

8.5 An employee taking vacation leave pursuant to the terms of section 8.4 shall take said leave at a time approved by their supervisor and the Chief of Police. The Department will attempt to work with the employee to find a mutually agreeable time for the employee to take the leave. However, the employee may not displace another employee with previously scheduled leave. If the Department and the employee cannot agree upon a time for the employee to take the excess vacation leave, then the Department may require the employee to take the excess vacation leave at a specific time during the applicable month. If the employee fails to take the excess vacation leave when required by the Department, he/she shall lose the right to the excess vacation leave without compensation.

8.6 Employees who have at least one hundred and forty (140) hours of combined vacation leave and/or compensatory time may, upon thirty (30) days written notice of intent to the City Manager through the chain of command, cash out up to one hundred (100) hours per calendar year of this accrued time, in increments of fifty (50) hours, at the straight-time rate of pay applicable to the employee when the cash-out request is made. By mutual agreement of the employee and the City Manager, the employee may also be allowed to cash out more than one hundred (100) hours of accrued leave time per calendar year.

#### ARTICLE IX - HOLIDAYS

9.1 Employees may be granted up to thirteen (13) working days off without loss of pay as holidays. For the purpose of this section, the following holidays will be observed: (1) New Year's Day; (2) Martin Luther King's Birthday; (3) President's Day; (4) Memorial Day; (5) Independence Day; (6) Labor Day; (7) Veteran's Day; (8) Thanksgiving Day; (9) the day after Thanksgiving; (10) the day before Christmas; (11) Christmas Day; (12) the employee's birthday; and (13) one-floating holiday. A different day may be substituted for the birthday if it is necessary to accommodate City scheduling needs and is agreed to between the employee and the City. Unused holiday time does not carry over into the next calendar year. Probationary employees may schedule and use holiday leave while on probation, subject to the approval of the employee's immediate supervisor and the Chief of Police.

The foregoing holidays shall be "front-loaded" i.e., credited to each employee's leave bank on January 1<sup>st</sup> of each year. Employees shall be allowed to use this holiday time in advance of when it is actually earned. However, in the event that an employee's employment with the City ends, for whatever reason (whether voluntary or involuntary),

and he/she has taken unearned holiday time, that time shall be deducted from his/her vacation accrual and/or his/her final paycheck at the City's option. For purposes of this section, employees shall accrue (i.e., "earn") 1/12 of their total holiday time for the year at the beginning of each month during the year.

9.2 Time-and-a-half (1-1/2) the employee's regular hourly rate of pay in addition to holiday pay will be paid for scheduled work performed on a holiday or compensatory time off at one and one-half (1-1/2) times the regular hourly rate of pay, whichever is mutually agreed to between the City and employee. The employee may accumulate not more than eighty (80) hours compensatory time. The use of accumulated compensatory time shall be scheduled by agreement with the City.

#### ARTICLE X - SICK LEAVE AND BEREAVEMENT LEAVE

10.1 (a) Sick leave for injury or illness shall be computed at the rate of eight (8) hours per month up to ninety-six (96) hours each year. For the purpose of sick leave pay-out, the maximum accrual shall be eight hundred (800) hours. Upon termination of employment for any reason except for just cause, the employee shall be compensated for the unused part of accrued sick leave based on the following formula:

25% of the first 400 hours  
50% of the second 400 hours

Between January 1, 2013 and the date when this agreement is ratified by both parties, only employees hired prior to January 1, 1995 shall receive the sick leave payout set forth above. Upon the date when this agreement is ratified by both parties, all bargaining unit members currently employed by the City shall be eligible for the sick leave pay out as set forth above. Such pay shall be considered severance pay (excluding LEOFF I).

(b) As an incentive for those employees who do not use sick leave, any employee not using sick leave in a calendar year shall be given a bonus of one (1) day's pay, at regular rate of pay, to be paid in the first pay period in January of the following year. A person that has used one (1) day or less sick leave in any calendar year shall be given a bonus of one-half (1/2) day's pay, at the regular rate of pay, to be paid in the first pay period in January of the following year.

(c) If a bargaining unit member accrues more than one thousand (1000) hours of sick leave, the bargaining unit member shall have the straight time hourly rate value of any excess accrued sick leave over 1000 hours automatically deposited into their VEBA account on November 1<sup>st</sup> of each year during the term of this Agreement. Provided, if the employee, by October 1<sup>st</sup> of the year in which the payment for excess accrued sick leave is to be made, provides to the City a written request for the payment to be made instead into the employee's HSA and also at that time provides verification that the maximum amount that is allowed by law to be deposited into an HSA in that year will not be exceeded by the City's payment into the HSA, then for that year the deposit shall

  
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be made into the employee's HSA account. For employees who choose an HSA contribution, any excess sick leave accrual amount that still remains after the maximum HSA contribution limit has been reached shall be deposited into the employee's VEBA account.

10.2 When an employee is absent from work on a scheduled work day because of death in the employee's immediate family, the employee will be paid for such time up to a maximum, of three (3) working days at the employee's straight time rate, except if the employee must leave the State of Washington, an amount up to a maximum of five (5) working days at the employee's straight time rate will be paid. The employee shall provide information substantiating the need for the leave prior to being granted the leave.

10.3 Sick leave may be used if an injury, or unforeseen illness occurs to a member of an employee's immediate family. "Employee's immediate family," for purposes of sick leave shall mean an employee's mother and father, the legal spouse and any children living in the employee's household. The Police Chief may, in his/her sole discretion, authorize the use of sick leave for other emergent circumstances. The parties agree that further sick leave may be utilized for any other purpose that is mandated by laws, such as federal and/or state laws relating to family leave.

10.4 Immediate family of the employee for bereavement leave purposes shall be defined as the employee's spouse, parents, step-parents (may be substituted for a natural parent), mother-in-law, father-in-law, children, brothers, sisters, grandparents, or any resident of the employee's household.

10.5 The Police Chief may permit a non-probationary employee to receive sick leave donations from other qualified employees if:

(a) Policy.

(1) The employee suffers from a medical condition, illness or injury which is of a catastrophic or severe nature, and which has caused, or is likely to cause, the employee to:

- a. Go on leave without pay status; or
- b. Terminate employment with the City.

(2) The employee's absence and the use of shared sick leave are justified;

(3) The employee has depleted, or will shortly deplete, his/her annual vacation leave, holiday leave, and sick leave reserve;

(4) The employee has abided by all personnel rules regarding sick leave use, including physician certification; and

(5) The employee has diligently pursued and was found to be ineligible for state industrial insurance or disability benefits.

(b) Definition. A “catastrophic or severe medical condition, illness or injury” shall be defined as:

(1) A physician certified death imminent case; or

(2) A medical condition, illness or injury of an extraordinarily severe nature which has caused, or is likely to cause, the Employee to:

a. Go on leave of absence without pay (including state industrial or disability benefits) in excess of ten (10) working days; or

b. Terminate City employment, but shall not include any mental, emotional, or stress-related medical condition, illness, claims or injuries, except for periods during hospitalization or institutional internment.

(c) Procedures.

(1) The Police Chief shall determine the amount of sick leave which an employee may receive under this section. However, an employee shall not receive, in donations, a total of more than 320 hours of donated sick leave.

(2) Donated sick leave shall be utilized in the order received by the Police Chief. Such leave shall be donated in eight (8) hour increments.

(3) An employee who has accrued a sick leave balance of more than 200 hours, may request, in writing, that the Police Chief transfer a specified amount of sick leave hours to another Employee authorized to receive sick leave hours under this section. In no event may the employee request a transfer of sick leave hours that would exceed ten percent (10%) of his/her accumulated sick leave balance nor that would result in his/her own sick leave account going below 200 hours. No employee may be required to donate sick leave hours, and no undue influence shall be brought upon an employee to make such a donation. There shall be no retaliation against an employee who does not donate. No employee may donate more than fifteen percent (15%) of his/her accumulated sick leave balance in any one calendar year, as measured by the donated employee’s sick leave balance on January 1.

(4) The amount of sick leave transferred under this section which remains unused shall be returned to the employee or employees who transferred the leave when the Police Chief finds that leave is no longer needed, or will not be needed at a future time in connection with the illness or injury for which the leave was transferred.

## ARTICLE XI - WORK SCHEDULE

11.1 The hours of scheduled duty shall not exceed an accumulative average of forty (40) hours per week in any one year. Work week is defined from 0000 hours on Sunday to 2359 hours on the following Saturday. Work schedules are to be posted thirty (30) days in advance, PROVIDED that mutually agreed upon changes to schedules can occur with less than thirty (30) days' notice.

11.2 There shall be no more than one double-back shift change at the end of each month.

11.3 Bargaining unit members will have at least eight (8) hours off between regularly scheduled shifts. This provision only applies to "regularly scheduled shifts" and does not apply to overtime, call-back, emergencies, minimum hour guarantees such as three hours for court pay, or like situations. In the event that a bargaining unit member is required to work overtime because of a court subpoena, or any unforeseen or emergency circumstances, that bargaining unit member is entitled to eight (8) consecutive hours off between the end of the overtime shift and the beginning of their next regular duty shift. If the bargaining unit member's next regular duty shift is scheduled to occur in less than eight (8) hours after the overtime shift has ended, the bargaining unit member shall be afforded paid administrative time by the City to ensure that the eight (8) hours off for proper rest has been satisfied. In no case shall the bargaining unit member be required to use their own vacation leave, compensatory time, etc., in order to insure that they have eight (8) hours off between work shifts. The requirements of this Section will be met as long as scheduled shifts are at least eight (8) hours apart, even if Officers spend part of their eight hour rest period commuting. Officers shall notify dispatch when they are released from court duty.

11.4 Bargaining unit members will be scheduled so that their scheduled work hours during any rotational period are uniform in nature. Split shifts will not be scheduled, except by mutual agreement between the employee and the city.

11.5 Shift Differential Pay – Officers working the designated graveyard shift will receive a two percent (2%) premium pay. Officers must work the designated graveyard shift for at least one (1) work week to be eligible to receive shift differential premium pay.

## ARTICLE XII - OVERTIME

12.1 In the event that a need for overtime should occur in the Police Department because of vacation, sickness or other unforeseen conditions, overtime shall be paid at one and one-half (1 1/2) times the employee's regular rate of pay according to Appendix "A", to the nearest half (1/2) hour. Bargaining unit members will receive double time pay for all consecutive hours worked in excess of sixteen (16) consecutive hours.

12.2 Court Pay - Court pay for all required off-duty court and hearing appearances, including Fife Court, shall be paid at one-and-one-half-(1-1/2) times the employee's regular hourly rate of pay for the period required, with a minimum of three (3) hours guaranteed. Any time over an hour shall be paid to the nearest half (1/2) hour.

12.3 Telephonic Testimony - Telephonic testimony required by the Department of Licensing that occurs during off-duty hours shall be paid at one and one-half (1-1/2) times the employee's regular hourly rate of pay for the period required with a minimum of one (1) hour guaranteed. Any time over an hour shall be paid to the nearest one-half (1/2) hour.

### ARTICLE XIII - EMERGENCY CALL-IN AND STAND-BY

13.1 Whenever any employee is brought back to work on emergency call-in the employee shall be paid a minimum of three (3) hours at double-time rate and at 1-1/2 time rate thereafter per Appendix "A", to the nearest 1/2 hour, provided no compensation will be allowed for employees returned to duty because of their failure to complete an assigned task which should have and could have been completed during their regular tour of duty. The employee shall revert to the straight time rate at the commencement of the regular work shift.

13.2 Standby practice is not to be used.

13.3 Electronic Recall - Electronic recall-responder-tepage units shall be assigned to police personnel as necessary as determined by the Chief of Police. Employees assigned to carry this equipment will be required to be available for, recall to duty in a reasonable period of time and shall receive additional compensation of Two Hundred Fifty Dollars (\$250.00) per month. Employees subject to specialty team recall notification via pager shall not receive electronic recall pay for their specialty team duties.

13.4 Whenever a sergeant or detective is contacted outside of his/her regularly scheduled duty hours, he/she shall be paid at one and one-half (1-1/2) times the employee's regular hourly rate of pay for the period required, to be paid a minimum of one-half (1/2) hour to the nearest one-half (1/2) hour.

13.5 Whenever a bargaining unit member is required to perform work that: occurs outside of his or her regular shift; is not related to an emergency; and is not an extension of either the end or the beginning of his or her regular shift, the bargaining unit member shall receive a minimum of three (3) hours of pay, at the bargaining unit member's regular overtime rate of pay.

### ARTICLE XIV - WAGES AND LONGEVITY

14.1 Wages. The bargaining unit employees shall have the job classifications, and shall be paid the wages, set forth in this Article and Appendix A attached hereto and by reference incorporated herein.

(a) Effective January 1, 2013, all bargaining unit members shall have their base wage that was in effect in 2012 increased by 2 ½ percent, as reflected in the Year 2013 Update to Appendix A.

(b) Effective January 1, 2014, all bargaining unit members shall have their base wage increased by a COLA based upon the Seattle-Bremerton-Tacoma CPI-W June to June, 2012-2013, 2% minimum, 5% maximum. The wage increase for 2014 has thus been identified as being 2.0%, as reflected in the Year 2014 Update to Appendix A.

(c) Effective January 1, 2015, all bargaining unit members shall have their base wage increased by a COLA based upon the Seattle-Bremerton-Tacoma CPI-W June to June, 2013-2014, 2% minimum, 5% maximum. The wage increase for 2015 has thus been identified as being 2.2%, as reflected in the Year 2015 Update to Appendix A.

(d) Effective January 1, 2016, all bargaining unit members shall have their base wage increased by 1%, plus a COLA based upon the Seattle-Bremerton-Tacoma CPI-W June to June, 2014-2015, 2% minimum, 5% maximum

(e) Effective January 1, 2017, all bargaining unit members shall have their base wage increased by 1%, plus a COLA based upon the Seattle-Bremerton-Tacoma CPI-W June to June, 2015-2016, 2% minimum, 5% maximum.

(f) Effective on the 1<sup>st</sup> day of the first full month after the department obtains WASPC accreditation, all bargaining unit members shall have their base pay increased by an additional 1% with said increase continuing so long as the department remains WASPC accredited.

(g) Effective on the 1<sup>st</sup> day of the first full month after the department obtains CALEA accreditation, all bargaining unit members shall have their base pay increased by an additional 1%, with said increase continuing so long as the department remains CALEA accredited.

14.2 Longevity schedule for all employees covered by this Agreement shall be as follows:

- Upon completion of seven (7) years, 3%
- Upon completion of twelve (12) years, 4%
- Upon completion of fifteen (15) years, 5%
- Upon completion of twenty (20) years, 6%

14.3 Employee shall receive specialty pay as follows:

(a) FTO – five percent (5%) premium pay per day on each day where a certified FTO is performing work as an FTO. A certified FTO is entitled to receive premium pay on any day when he or she is: instructing a new police officer during their

  
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FTO process; evaluating a reserve officer during Level 4 (solo) field certification or recertification, and instructing a reserve officer during their first mandatory shift.

(b) Bilingual – bargaining unit members currently receiving bilingual premium pay will continue to receive it at the rates set forth in this paragraph without meeting the proficiency requirements of this section. Any bargaining unit member that has and maintains certification from the Washington State Court System as a translator from any language into English will receive a premium of two percent (2%) of the employee's base wage in each month the employee is so certified. This two percent (2%) premium pay will apply towards the three percent (3%) cap as set forth in section 14.3(g) below.

(c) SWAT, canine, meth lab, and motorcycle officer (meaning an employee assigned full time to this position) – two percent (2%) premium pay per month for employees assigned to each one of the above-referenced dedicated specialty positions. Certified Technical Collision Investigators, Certified Collision Reconstructionists and Civil Disturbance Team members shall not receive premium pay, but will be paid double time for all approved call out time.

(d) In addition to the two percent (2%) premium pay that is referred to in section 14.3(c) above, the canine officer(s) shall be released one hour prior to the end of, or one hour at the beginning of, his/her scheduled shift, but will be paid for the entire shift, unless the Chief of Police or his/her designee does not allow the release. If the employee is not allowed to be released, one hour of overtime or compensatory time will be paid. The City will have the discretion as to whether the canine officer will receive compensatory time or overtime, and whether the release will occur at the beginning or the end of the shift. Canine officer(s) will be compensated for one half (1/2) hour, at the employee's overtime rate of pay, for time spent caring for the dog during each of the officer's regular days off.

(e) In the event that the canine officer is sick, on vacation, on combination leave, on major medical leave, on compensatory time off, or is otherwise unable to care for their canine, the employee may be required by the Chief of Police or his/her designee to kennel the canine at a kennel approved by the Chief of Police or his/her designee. The City shall pay for the cost of the kenneling. With the approval of the Chief of Police or his/her designee, in the event that the canine officer continues to care for the police canine in lieu of kenneling under these circumstances, the officer will be compensated for one half (1/2) hour worked at the employee's regular rate of pay, and his/her leave bank will be used accordingly for each day.

(f) The City and the Guild agree that the compensation formulas that are listed in sections 14.3(d) and (e) are reasonable approximations of the time that is necessary for the canine officer(s) to spend on grooming, feeding, maintaining, transporting, and caring for his/her assigned canine.

(g) Premium pay is capped at three percent (3%) per month for those

bargaining unit members holding more than one specialty position, but the cap does not apply to the FTO premium.

14.4 Promotion Pay. Upon being promoted to a detective position, bargaining unit members will receive pay at Step 1 of the detective wage scale for six (6) months. After six (6) months, upon successfully completing their probation period, detectives will move to Step 2 on the detective wage scale. Upon being promoted to a sergeant position, bargaining unit members will receive pay at Step 1 of the sergeant wage scale for six (6) months. After six (6) months, upon successfully completing their probation period, sergeants will move to Step 2 on the sergeant wage scale. After eighteen (18) months, sergeants will move to Step 3 of the sergeant wage scale.

14.5 No bargaining unit member shall take a pay cut as a result of a promotion, which circumstance could occur if a detective at Step 2 of the detective pay scale was promoted to sergeant. Under such a circumstance, the employee in question would have his/her pay frozen at Step 2 of the detective pay scale during the first six (6) months that he/she was serving as a sergeant, and then, if he/she successfully completes his/her probation as a sergeant, he/she would move to Step 2 on the sergeant's pay scale.

#### ARTICLE XV - HEALTH AND WELFARE

15.1 For calendar year 2013 and 2014 the City shall offer to permanent, full-time employees and their dependents, the Health First Plan, with VSP/\$10 Deductible Vision and Washington Dental Plan F with Orthodontic Rider Plan 4. Effective January 1, 2015 the AWC HDHP HSA qualified plan shall be offered to all permanent full-time employees and their dependents with VSP/\$10.00 deductible vision, Effective January 1, 2015 the City shall offer to permanent full time employees and their dependents Washington Dental Plan F with Orthodontic Rider Plan 4 and the Willamette Dental Plan, so long as the Willamette Dental Plan is offered (the City may, but will not be obligated to, offer a replacement plan should the Willamette Dental Plan no longer be made available to all City Employees) . The employee may change his/her selected dental plan for the following year if, by November 1 of the prior year he/she provides the City Human Resources Manager with written notification of the employee's requested plan change. The City shall also continue to offer the Health First Plan, but the employee shall be responsible for 100% of the difference in monthly premium between the AWC HDHP plan and the Health First Plan, in addition to the contribution to premium set forth in paragraph 15.2.

15.2 Except as modified hereafter, the City shall pay 100% of the premiums for the health and welfare plan set forth in paragraph 15.1. Each employee, as a payroll deduction, shall reimburse the City for a portion of the premium. For calendar year 2013 and 2014 the employee shall each month contribute four percent (4%) of the cost of the monthly premium. For calendar years 2015, 2016, and 2017 as a payroll deduction, each employee shall continue to pay four percent (4%) of the premium for the vision and dental plans set forth in paragraph 15.1, and three percent (3%) of the premium for the AWC HDHP HSA qualified plan. The employee portion of premiums shall be capped at

a maximum of one hundred dollars (\$100.00) per month.

15.3 The City shall allow a full-time employee to opt-out of City provided medical insurance coverage only if:

(a) The employee has medical insurance coverage through another provider; and

(b) The City's insurance plan providers allow employees to opt-out if the employee has alternative health care coverage.

If the employee opts out, then, commencing in the month the City is no longer required to pay the employee's health care insurance premium, the City shall pay the employee an additional amount as compensation for each month the City does not have to pay the insurance premium. The amount to be paid shall be ½ of the amount of the premium that would have been paid. This payment will not be considered as a part of the base wage compensation for calculating overtime, unless required by state or federal law.

15.4 The City shall provide both a VEBA flexible spending plan, and an HSA flexible spending plan, or other medical savings plan that qualifies as a health reimbursement arrangement for IRS and FLSA purposes. By December 1 of each year the employee shall provide the City with written verification as to whether or not the City contribution for the following year should be made into the employee's HSA or into the employees VEBA. If the Employee does not make a timely election then the City will continue to deposit the required funds into the same account used for the current year. The City shall pay the plan administration costs. The City may change to a different qualifying plan, in its sole discretion, in order to reduce plan administrative costs. Employees hired after February 1<sup>st</sup> of each year of this Agreement, shall receive, within thirty days, a pro-rata portion of the applicable VEBA or HSA contribution for the half of the year in which they are hired. If hired in the first half of the year, then they shall receive the second payment on July 1.

(a) Commencing on January 1, 2013, the City shall contribute to each full-time employee's VEBA or HSA, Two Thousand Nine Hundred Twenty Nine dollars (\$2,929.00). Any payment to VEBA or HSA will be payable in two equal installments, one payment on January 1 and one payment on July 1.

(b) Commencing on January 1, 2015 the annual City VEBA or HSA contribution shall be increased to \$4,000 per year, payable as set forth in paragraph 15.4(a). Single employees who choose the HSA option in any given year shall have any funds that exceed the legal annual HSA contribution limit deposited into their VEBA account.

15.5 For each employee that is enrolled in the AWC HDHP the City shall provide a self-funded medical bridge so that the employees' maximum payout for insurance deductibles in the AWC HDHP plan is \$2,000.00, which will be paid from

VEBA, HSA or self funded. Proof of funding the medical bridge by City contribution shall be provided to the Guild on an annual basis each December 1.

ARTICLE XVI - LIABILITY INDEMNITY

16.1 The City shall indemnify, defend and hold harmless any employee and his/her marital community who is named as a defendant in a lawsuit for alleged acts or omissions made in good faith during the course and in the scope of City employment and on off-duty employment approved by the City provided, however, this protection shall only apply after the time written notice is given to the City Attorney by the employee or Union that the employee has been named as a defendant in the lawsuit. The indemnity protection shall not apply to a criminal complaint nor to an intentional tort or willful and wanton act. The City shall, however, defend the officer from an alleged criminal act, intentional tort or willful and wanton act committed in good faith and within the scope of his/her duties if the employee denies the conduct. However, the City shall have no duty to indemnify the employee for any judgment awarded against him based upon the alleged wrongful conduct.

ARTICLE XVII - GRIEVANCE PROCEDURES

17.1 The purpose of the grievance procedure shall be to settle all grievances between the City and the Guild as quickly as possible so as to ensure efficiency and promote employee morale. This grievance procedure shall apply to disputes concerning the interpretation or application of any of the provisions in this Agreement.

17.2 Should any employee or group of employees feel aggrieved as a result of any condition arising out of this Agreement, adjustment shall be sought as follows by the employee with the assistance of the Guild; if it so determines the grievance is justified. Nothing herein shall prevent an individual employee from carrying on the grievance, provided, however, all grievance activity shall be on the employee's own time. He/she shall not be paid for participating in preparing a grievance or presenting a grievance through the grievance procedure. If any required hearing or presentation occurs during his/her normal work shift, then the time involved shall be considered leave without pay.

17.3 Step 1 - No settlement of a grievance presented by an employee shall contravene the provisions of this Agreement. Within ten (10) working days from the date the act or acts occurred or within ten (10) working days from the date the act or acts were discovered, the matter shall be discussed orally with the employee's immediate supervisor. The parties agree that the term "working days" means Monday through Friday excluding holidays that are recognized in Article IX.

17.4 Step 2 - If the grievance cannot be settled in Step 1, then the employee may have the grievance presented by the Guild Representative to the Chief of Police within ten (10) working days from the response in Step 1. It shall be reduced to writing for such purpose, indicating the section of the Collective Bargaining Agreement

  
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allegedly violated, the facts of the case and the remedy sought. The Chief of Police shall then arrange for such meetings and make such investigations as are necessary to provide a response. If the response is not provided within ten (10) working days of the receipt of the written grievance, it may be processed to Step 3.

17.5 Step 3 - If no settlement is reached in Step 1 and Step 2, the grievance shall be presented in writing to the City Manager within ten (10) working days from the date the Chief of Police provides his/her written response to the Guild Representative pursuant to Step 2. The City Manager shall then conduct such investigation as is necessary to fully evaluate the merits of the grievance. If the City Manager does not provide his/her written response within ten (10) working days from the date the matter is referred to him, the grievance may be processed to Step 4.

17.6 Step 4 -- Should the grievance not be resolved at the City Manager's level, either the Guild or the City can require that the matter shall be submitted to an arbitrator chosen through the offices of PERC by delivering a written demand for arbitration to the other party with ten (10) working days from the date the City Manager renders his/her written opinion. The decision of the arbitrator shall be final and binding on both parties. Each party shall bear the costs of its own preparation and presentation of any matter heard by an arbitrator.

17.7 Should the grievance involve the discharge of any employee, the parties may, by mutual written agreement, choose an arbitrator outside of PERC. If the parties are unable to agree on an arbitrator within ten (10) working days after receipt of the demand for an outside arbitrator, the parties may request a list of seven (7) outside arbitrators from PERC. After receipt of the same, the parties shall alternately strike the names of the arbitrators until only one name remains, who shall upon hearing the dispute, render a decision which shall be final and binding upon all parties.

#### 17.8 Guidelines for Investigation of Bargaining Unit Members

(a) Bargaining unit members who are the subject of a formal IA investigation shall be informed in writing, and in advance, about the general nature of the investigation prior to a formal interview or questioning of said member as part of the IA investigation.

(b) Any interrogation or questioning of a bargaining unit member who is the subject of a formal IA investigation shall take place during his/her regularly scheduled hours of work unless, as determined by the Chief of Police or his/her designee, the circumstances of the investigation require otherwise.

(c) Any bargaining unit member who is the subject of a formal IA investigation shall be advised that they have the right to have a Guild representative and/or Guild attorney present if the member is formally interviewed or questioned during the investigation. Before commencing such an interview, the City will also make a reasonable effort to accommodate the schedule of the member's Guild representative or

  
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Guild attorney so that the representative or attorney will have a reasonable opportunity to be present.

(d) Any interview of a bargaining unit member who is the subject of a formal IA investigation shall be conducted in the most expedient manner possible given the scope and gravity of the subject matter of the interview. The bargaining unit member shall be permitted reasonable periods to attend to personal necessities. The bargaining unit member shall not be subject to profane language during the interview.

(e) If any tape recording is made of an interview of a bargaining unit member who is the subject of a formal IA investigation, a copy of such tape recording will be provided to said bargaining unit member and/or the Guild upon request at their expense.

(f) If a bargaining unit member uses deadly force in connection with his/her job duties, said member shall not be required by the City to give any oral or written statement for at least 24 hours from the use of deadly force unless the exigencies of the matter require otherwise as determined by the Chief of Police or his/her designee. Provided, however, that this provision shall not apply if it could impact public safety or welfare.

(g) Any suspension of a bargaining unit member from active duty while an investigation is being conducted must be with pay.

(h) Internal Affairs investigations shall be conducted in a timely and expeditious manner. Except in highly unusual circumstances, Internal Affairs investigations shall be completed within sixty (60) sixty days from the date that the investigation commenced. In those unusual cases where the I/A investigation is expected to take longer than sixty (60) days, the City shall inform the Guild at reasonable intervals as to the status of the investigation's general progress, the expected date of completion, and any circumstances in general that are preventing the investigation from being completed in a timely manner.

(i) Nothing contained in the above guidelines shall restrict or limit the authority of the Chief of Police in his/her duties and responsibilities as the Chief Administrator of the Fife Police Department.

#### ARTICLE XVIII - GUILD ACTIVITIES

18.1 One member of the Guild negotiating committee shall be granted leave from duty with pay for negotiation meetings held during time in which that member is on duty. For meetings that take place at a time during which such a member is not scheduled to be on duty, that time shall be non-compensatory.

#### ARTICLE XIX - DISCRIMINATION

19.1 Any employee member of the Guild acting in any official capacity whatsoever, shall not be unlawfully discriminated against for his/her acts as such Officer of the Guild so long as such acts do not interfere with the conduct of the City's business, nor shall there be any unlawful discrimination against any employee because of Guild's membership or activities.

19.2 The Guild recognizes the City as an equal opportunity employer and agrees with the City's policy of non-discrimination because of race, religious creed, color, national origin, ancestry, disability, sex or marital status.

ARTICLE XX - DISCIPLINE

20.1 The City may discipline, discharge or suspend any non-probationary employee only for just cause.

20.2 Any non-probationary employee may request an investigation of his/her discipline and may submit such a request pursuant to the grievance procedure set forth in this Agreement. Any such request should be presented to the City Manager in writing within ten (10) working days after the discipline, and if not presented within such period shall be waived. Any request for investigation submitted to the Civil Service Commission shall not be subject to the arbitration process of this Agreement.

ARTICLE XXI - RIGHTS AND AUTHORITY

21.1 The Guild recognizes that the City possesses the sole right, authority and responsibility to operate and direct the employees of the Police Department in all aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement, or any predecessor agreements, except as modified by this Agreement. These rights include, but are not limited to:

(a) The right to determine its mission, policies and all standards of service offered to the public;

(b) To plan, direct, schedule, control and determine the operations or services to be conducted by the employees of the Police Department, provided management will consult with the Guild and consider the Guild's input prior to making a final decision on the upcoming year's schedule;

(c) To determine the methods, means and number of personnel needed to carry out the departmental operations and services. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described, but nevertheless, it is intended by both parties that all such duty shall be performed by the employee;

  
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- (d) To direct the work force;
- (e) To hire and assign or to transfer employees within their classification consistent with Civil Service Regulations;
- (f) To promote, demote, suspend, discipline or discharge employees for just cause except for probationary employees, who can be terminated without just cause, subject to Civil Service Regulations;
- (g) To lay off or relieve employees of duty for lack of work or funds or because of the occurrence of conditions beyond the control of the City;
- (h) To make, publish and enforce rules and regulations including reasonable rules pertinent to secondary employment, as per existing regulations; provided that the City will also fulfill its bargaining obligations towards the Guild in this regard pursuant to Ch. 41.56 RCW;
- (i) To introduce and use new or improved methods, equipment, or facilities;
- (j) To contract for goods;
- (k) To take any and all actions that may be necessary to carry out the mission of the City and the Police Department in situations of civil emergency or martial law;
- (l) To restrict, reassign, or discontinue the use of any machinery, equipment or facilities now in use or that may subsequently be acquired.

21.2 If, in the sole discretion of the City Manager, or other authorized City representative, it is determined that a civil emergency or martial law condition exists, including, but not limited to, riots, civil disorders, tornado conditions, floods, accidents or other similar situations, the provisions of this Agreement may be suspended by the City Manager or his/her designee. It is agreed that the processing of any grievance occurring during this activity beyond Step 1 of the grievance procedure shall be delayed until a time when this condition or the results of the condition no longer hamper normal business activity.

#### ARTICLE XXII - PERFORMANCE OF WORK

22.1 The Guild and the City agree that the public interest requires the efficient and uninterrupted performance of public safety service. To this end the Guild and the City pledge their best efforts to avoid or eliminate any conduct contrary to this objective.

22.2 The Guild and the City agree that during the life of the Agreement the Guild will not cause, encourage or participate in any strike (including strike picketing),

  
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slowdown, walk-out or work stoppage. Nothing in this Agreement shall prohibit political activity of individual members, or the Guild as prescribed in RCW 41.06.250.

22.3 In the event of a strike (including strike picketing), slow-down, walk-out or work stoppage, the Guild shall within twenty-four (24) hours, issue a public statement disavowing such action and requesting the employees to return to work. A copy of this statement will be simultaneously supplied to the City. The Guild shall also make every effort to bring about the resumption of normal operations. Within twenty-four (24) hours after the commencement of a strike, (including strike picketing), slow-down, walk-out or work stoppage, the Guild shall advise the City in writing of their effort to resume normal operations.

22.4 Failure by the Guild to comply with the provisions of this Article shall be cause for the City to terminate this Agreement, in addition to other remedies that may be available; in such a case, the City will give written notice to the President of the Guild. Failure to respond to the Guild request to return to work by an individual's work shift shall cause disciplinary action to be taken. This action may include immediate dismissal. Except as to the issue of the Guild's or employee's compliance or noncompliance with this Article, the provisions of this Article shall not be subject to the grievance procedure as provided in this Agreement.

22.5 No individual shall receive any portion of his/her salary or benefits as provided by the City and in accordance with applicable law while engaging in activities in violation of this Article.

22.6 Any individual Police Officer striking or refusing to work forfeits his/her right to work for the City of Fife.

### ARTICLE XXIII - UNIFORMS AND EQUIPMENT

23.1 The City shall provide an annual uniform allowance, not to exceed One Thousand One Hundred Dollars (\$1,100.00) per year for full-time commissioned officers. The City shall provide these funds to each employee via a separate check for the sole purpose of providing the employee with adequate funds to purchase and maintain approved uniforms and equipment throughout each year. The check will be issued to the employee on or before February 15<sup>th</sup> of each year.

23.2 The City will supply an appropriate uniform(s) and related duty gear to newly hired employees, subject to an established uniform list. If an employee fails to successfully complete their probationary period, he/she shall return all issued uniform(s) and related equipment to the City prior to receiving their last paycheck or within seven (7) calendar days whichever occurs first. If the employee fails to return all uniform(s) and related equipment furnished to him/her by the City, the City shall be entitled to deduct the cost to replace items not returned and/or the cost to repair or replace items damaged by the employee's fault or negligence, beyond normal wear and tear, and items not damaged while in the performance of their duties, from the employee's final

paycheck. The City shall also be entitled to pursue any other legal remedies available to recover the items not returned by the employee. The employee will receive a copy of an itemized list of uniforms and equipment issued pursuant to this section.

23.3 Uniforms and equipment shall be as authorized by the City after consulting with the Guild. All uniforms and equipment shall be subject to approval of the Chief of Police. The wearing and use of specific uniforms and equipment shall be governed by the department policy manual, as implemented by the Chief of Police after consultation with the Guild.

23.4 The Chief of Police may add items as is necessary for departmental needs.

23.5 The City will repair or replace essential City equipment, uniforms and personal items, (e.g., watch, glasses, etc.) damaged or destroyed beyond normal wear and tear while on duty. The employee will be reimbursed, no more than One Hundred Fifty Dollars (\$150.00) per incident for essential personal items, except as provided hereafter. The City will reimburse the employee for the full replacement cost of any personal items with a value in excess of One Hundred Fifty Dollars (\$150.00), that are damaged or destroyed beyond normal wear and tear while on duty, whenever the City has pre-approved in writing the use of these items, with knowledge of the approximate value of the items.

23.6 Bargaining unit members shall purchase uniforms from the State selected vendor or another responsible vendor chosen by the City.

#### ARTICLE XXIV - EDUCATION

24.1 Subject to the conditions listed below in Section 24.4, all employees are eligible to receive education pay in the following amounts, if they possess the following degrees and meet the requirements listed in Section 24.2:

AA/AAS Degree	\$100.00 per month
BA Degree	\$180.00 per month
MA Degree	\$270.00 per month

24.2 For the purposes of BA and MA Degrees, the degree must be in a job-related area of study, which shall be defined as a degree from an accredited institution in one of the following areas: criminal justice, police science, psychology, sociology, public administration, political science, business administration, and any other area of study mutually agreed upon and/or approved by the Chief. For the purposes of AA/AAS Degrees, the degree may be in any area of study, but must be possessed from an accredited institution.

24.3 An employee obtaining a degree in a job-related area of study shall begin receiving education pay the first of the month following the receipt of the degree.

24.4 Employees are eligible to participate in the City's Educational

Assistance/Training program under the guidelines that are enumerated in Section 16 of the City of Fife Personnel Management Administrative Guidelines, subject to the following conditions:

- (a) Employees are eligible to receive the education pay listed above in Section 24.1 only for qualifying degrees that they obtained on their own without financial assistance from the City.
- (b) Employees who possess an AA/AAS degree that they receive education pay for may elect to then complete a qualifying BA Degree. If the employee obtains a qualifying BA degree solely at their own expense, they shall receive education pay at the BA level. However, if the employee obtains a qualifying BA degree with any financial assistance from the City under the Educational Assistance/Training program, they are not eligible to receive education pay at the BA level, but shall continue to receive education pay at the AA/AAS degree level.
- (c) Employees who possess a qualifying BA degree that they receive education pay for may elect to then complete a qualifying MA Degree. If the employee obtains a qualifying MA degree solely at their own expense, they shall receive education pay at the MA level. However, if the employee obtains a qualifying MA degree with any financial assistance from the City under the Educational Assistance/Training program, they are not eligible to receive education pay at any level.
- (d) For the purposes of this section, the option between either pursuing a degree at the employee's expense, or electing the city's education assistance program, is exclusive of the other and not interchangeable once elected.

ARTICLE XXV - SET-UP PAY

25.1 A bargaining unit employee shall be entitled to additional compensation when he/she is serving as a detective, sergeant, or in a supervisory position which is outside of the bargaining unit.

25.2 A bargaining unit employee must act as a detective or sergeant for a minimum of four (4) hours in order to receive acting pay. A bargaining unit member who acts as a detective or sergeant for a consecutive period of time between four (4) hours and fourteen (14) days, shall receive premium pay equal to three percent (3%) per hour for all hours worked in this acting capacity. Bargaining unit employees who are assigned to perform work as acting detectives or sergeants for more than fourteen (14) calendar days shall be paid at the lowest rate of regular pay that is applicable to the position worked, detective or sergeant.

25.3 Bargaining unit employees working in an acting capacity in a supervisory

  
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position that is outside of the bargaining unit will receive premium pay of ten percent (10%) per hour for all hours worked in this acting capacity, with no minimum hours necessary in order to begin receiving premium pay.

ARTICLE XXVI - SAVINGS CLAUSE

26.1 If any Article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The Article and Section held invalid shall be modified as required by law or by the tribunal of competent jurisdiction, or shall be renegotiated for the purpose of adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, the matter shall be referred to PERC for determination.

ARTICLE XXVII - ACCIDENT REVIEW BOARD

27.1 Accidents involving damage to City vehicles in excess of the amount established by the Washington State Patrol for reportable collisions will be reviewed by the Vehicle Safety Review Board. The review shall be conducted as set forth in the procedures and guidelines to be established under agreement between the City and the Guild in the Fife Police Department Manual.

ARTICLE XXVIII - ASSIGNED VEHICLE MAINTENANCE

28.1 Full-time, commissioned police officers will be responsible for maintaining the appearance of their assigned vehicles, PROVIDED HOWEVER, that this section will only apply during time periods when the City has made reasonable resources (such as free access to convenient car washing facilities and the necessary time to spend on the washing of vehicles) available to officers in order to allow them to be able to reasonably maintain the appearance of their vehicles.

ARTICLE XXIX - DETECTIVE POSITIONS

29.1 As of January 1, 2010 , there are three (3) detective positions within the bargaining unit, which are currently lifetime appointment positions as opposed to rotating positions. When and if a fourth (4<sup>th</sup>) detective position is created within the bargaining unit, the fourth (4<sup>th</sup>) detective position will be a rotational position as long as it is maintained and filled. The term of the rotation for this fourth (4<sup>th</sup>) position will be limited to three (3) years, with an option of two (2) separate one (1) year extensions, upon approval of the Chief of Police and the supervisor of the Investigations Division. The current individuals who are filling the other three (3) detective positions at the time when a fourth (4<sup>th</sup>) detective position is created and filled will be grandfathered into their lifetime appointment positions. When the first one of those individuals leaves their detective position, that position will also become a rotational position as described above, as long

  
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as a fourth (4<sup>th</sup>) detective position is maintained and filled within the bargaining unit. Should the fourth (4<sup>th</sup>) detective position cease to be maintained and filled within the bargaining unit, then the third (3<sup>rd</sup>) detective position will no longer be rotational and will revert back to a lifetime appointment position. Should the third (3<sup>rd</sup>) detective position revert back to a lifetime appointment position, the person promoted into this third (3<sup>rd</sup>) lifetime appointment position shall be selected solely from the established civil service list in effect at that time. The person so selected shall be subject to the probationary requirements listed in Section 6.6.

Individuals appointed to any of the detective positions mentioned above in Section 29.1 will be selected solely from the established civil service detective promotional list that is in effect at the time of the appointment.

29.3 Nothing contained in this article applies to the Sergeant that is assigned to supervise the Investigations Division. The Sergeant assigned to supervise the Investigations Division does not count towards the number of detective positions that the department has filled.

#### ARTICLE XXX – HEALTH & SAFETY

30.1 Communications Center: The City agrees that it will make a good faith effort to attempt to maintain a minimum of two (2) Communications Officers working in the Dispatch center at all times.

30.2 Fitness For Duty: The City and the Guild agree the performance of Department duties requires that employees maintain the necessary physical fitness to perform the essential job functions of their position, with reasonable accommodation as needed. A fitness for duty certificate signed by the employee's consulting physician may be required upon an employee's return from a prolonged absence due to injury or illness of at least two weeks' duration. When the Chief or designee has a reasonable basis for questioning whether an employee is able to perform their essential job functions, a fitness for duty exam may be required, provided that the Chief or his/her designee articulates the basis for these concerns in writing, and provides this written documentation to the employee at or before the time when the fitness for duty exam is required. Fitness for duty exams will be performed by the employee's consulting physician or by an appropriate expert that the employee is referred to by their consulting physician. Fitness for duty exams will be at the City's expense and employees will be compensated at the applicable overtime or straight time rate depending upon the circumstances presented for time spent in connection with such exams. Exams will be designed to determine if the employee is capable of performing the essential functions of their position, as well as any applicable limitations or restrictions. If an employee is determined to be fit for duty without any restrictions as a result of an exam, then the employer will be provided with this information. If in a particular instance, limitations or restrictions are necessary, then the employer will be provided with the minimum amount of information resulting from the exam that is necessary in order to allow the employer to assist the employee to be placed into a suitable light duty position.

30.3 Temporary Modified Duty: The parties hereby agree to incorporate into this Agreement the past practice of the Fife Police Department regarding light duty assignments for bargaining unit members. The parties hereby agree further that, by doing so, they are superseding all City Policies on the subject of Light Duty assignments. The past practice that is being incorporated herein has been that at the request of the bargaining unit member, every possible effort is made to ensure that light duty work is made available for those bargaining unit members who are suffering from a temporary disability and/or injury, whether it occurred on duty or off duty, that limits their ability to perform their normal job functions in any way.

ARTICLE XXXI – OFF DUTY / EXTRA DUTY EMPLOYMENT

31.1 Off Duty / Extra Duty Employment: Police related off duty and extra duty employment will be administered by the City, and through the City payroll. Officers assigned to off duty or extra duty shifts will follow the established rules and regulations that are prescribed in the Fife Police Department policy manual.

ARTICLE XXXII – CITY PERSONNEL POLICIES

32.1 All employees of this bargaining unit, in addition to being governed by this Agreement, shall also be subject to the Personnel Policies / Personnel Management Administrative Guidelines published by the City, having general applicability to all employees of the City and any subsequent personnel policies, rules, and regulations that may be promulgated in the future, so long as they do not conflict with this Agreement. In case of conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement. Any changes to be made in the personnel policies, rules, and regulations that affect the employees covered by this agreement shall be subject to bargaining where applicable.

ARTICLE XXXIII – DEFERRED COMPENSATION

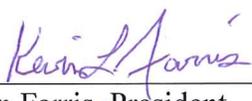
33.1 The City shall provide matching contribution funds up to \$50.00 per month for each employee who participates in a deferred compensation program that is offered and or administered through the City via payroll deduction.

DATED: November 25, 2014.

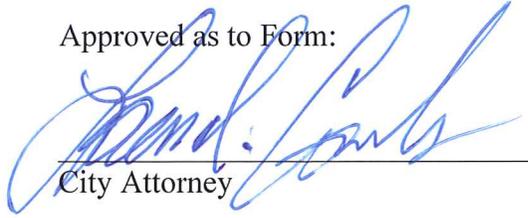
CITY OF FIFE

FIFE POLICE GUILD

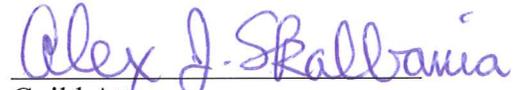
By   
Subir Mukerjee, Interim City Manager

By  11/21/14  
Kevin Farris, President

Approved as to Form:

  
\_\_\_\_\_  
City Attorney

Approved as to Form:

  
\_\_\_\_\_  
Guild Attorney



**YEAR 2013 UPDATE to APPENDIX "A"**  
to the  
**AGREEMENT**  
by and between  
**CITY OF FIFE**  
and  
**CITY OF FIFE POLICE GUILD**  
(Commissioned)

January 1, 2013 – December 31, 2017

THIS APPENDIX is supplemental to the Agreement by and between the CITY OF FIFE, hereinafter referred to as the "City" and the Commissioned Employees of the CITY OF FIFE POLICE GUILD.

A.1 Effective January 1, 2013 through December 31, 2013, the monthly rates of pay for police officers covered by this Agreement shall be as follows:

Step 1 0-6 Mos	Step 2 7-12 Mos	Step 3 13-24 Mos	Step 4 25-42 Mos	Step 5 43-60 Mos	Step 6 61+ Mos
\$4,932.35	\$5,342.92	\$5,662.70	\$6,337.52	\$6,398.50	\$6,458.12

A.2 Effective January 1, 2013 through December 31, 2013, the monthly rates of pay for sergeants covered by this Agreement shall be as follows:

Step 1 0-6 Mos	Step 2 7-17 Mos	Step 3 18+ Mos
\$6,926.34	\$7,394.54	\$7,588.29

\* The sergeant assigned to supervise Investigations shall also receive an additional one percent (1%) for supervising the C.I.T. officer(s), until the duty is assigned to a command level position.

A.3 Effective January 1, 2013 through December 31, 2013, the monthly rates of pay for detectives covered by this Agreement shall be as follows:

Step 1 0-6 Mos	Step 2 7+ Mos
\$6,781.02	\$7,103.93

**YEAR 2014 UPDATE to APPENDIX "A"**  
to the  
**AGREEMENT**  
by and between  
**CITY OF FIFE**  
and  
**CITY OF FIFE POLICE GUILD**  
(Commissioned)

January 1, 2013 – December 31, 2017

THIS APPENDIX is supplemental to the Agreement by and between the CITY OF FIFE, hereinafter referred to as the "City" and the Commissioned Employees of the CITY OF FIFE POLICE GUILD.

A.1 Effective January 1, 2014 through December 31, 2014, the monthly rates of pay for police officers covered by this Agreement shall be as follows:

Step 1 0-6 Mos	Step 2 7-12 Mos	Step 3 13-24 Mos	Step 4 25-42 Mos	Step 5 43-60 Mos	Step 6 61+ Mos
\$5,031.00	\$5,449.78	\$5,775.95	\$6,464.27	\$6,526.47	\$6,587.28

A.2 Effective January 1, 2014 through December 31, 2014, the monthly rates of pay for sergeants covered by this Agreement shall be as follows:

Step 1 0-6 Mos	Step 2 7-17 Mos	Step 3 18+ Mos
\$7,064.87	\$7,542.43	\$7,740.06

\* The sergeant assigned to supervise Investigations shall also receive an additional one percent (1%) for supervising the C.I.T. officer(s), until the duty is assigned to a command level position.

A.3 Effective January 1, 2014 through December 31, 2014, the monthly rates of pay for detectives covered by this Agreement shall be as follows:

Step 1 0-6 Mos	Step 2 7+ Mos
\$6,916.64	\$7,246.01

**YEAR 2015 UPDATE to APPENDIX "A"**  
to the  
**AGREEMENT**  
by and between  
**CITY OF FIFE**  
and  
**CITY OF FIFE POLICE GUILD**  
(Commissioned)

January 1, 2013 – December 31, 2017

THIS APPENDIX is supplemental to the Agreement by and between the CITY OF FIFE, hereinafter referred to as the "City" and the Commissioned Employees of the CITY OF FIFE POLICE GUILD.

A.1 Effective January 1, 2015 through December 31, 2015, the monthly rates of pay for police officers covered by this Agreement shall be as follows:

Step 1 0-6 Mos	Step 2 7-12 Mos	Step 3 13-24 Mos	Step 4 25-42 Mos	Step 5 43-60 Mos	Step 6 61+ Mos
\$5,141.68	\$5,569.68	\$5,903.02	\$6,606.48	\$6,670.05	\$6,732.20

A.2 Effective January 1, 2015 through December 31, 2015, the monthly rates of pay for sergeants covered by this Agreement shall be as follows:

Step 1 0-6 Mos	Step 2 7-17 Mos	Step 3 18+ Mos
\$7,220.30	\$7,708.36	\$7,910.34

\* The sergeant assigned to supervise Investigations shall also receive an additional one percent (1%) for supervising the C.I.T. officer(s), until the duty is assigned to a command level position.

A.3 Effective January 1, 2015 through December 31, 2015, the monthly rates of pay for detectives covered by this Agreement shall be as follows:

Step 1 0-6 Mos	Step 2 7+ Mos
\$7,068.81	\$7,405.42

  
City

  
Guild

APPENDIX "B"  
to the  
AGREEMENT  
by and between  
CITY OF FIFE  
and  
CITY OF FIFE POLICE GUILD  
(Commissioned)

January 1, 2013 – December 31, 2017

The City, as an exercise of its management rights, has decided to continue an assigned vehicle program for all full-time, fully commissioned, sworn officers. The program will remain in effect for the term of the contract. The City reserves the right to terminate the program at the end of the contract. In order to be assigned a vehicle, the officer must live within thirty (30) air miles of the City limits, and must be able to park the vehicle off the street. If the vehicle cannot be parked in a secure area off-street, all weapons, credentials, and badges must be removed from the vehicle. Officers living more than fifteen (15) air miles, but less than thirty (30) air miles, from the city limits shall reimburse the City via payroll deduction at the established government mileage rate for all miles travelled to and from their residence in excess of fifteen (15) air miles from the city. Officers commuting to the city from their residence shall be responsible for the payment of any tolls and/or fees associated with commuting to and from work. Although it is anticipated that there will be backup vehicles available, there may be occasion due to the maintenance demands, vehicle accidents, or other similar circumstances, where there may be insufficient vehicles for each officer to have a vehicle to take home. In that case, the officer would be required to obtain alternative transportation to and from the City and the officer would not be entitled to additional compensation as a result of a vehicle not being available. It is anticipated that the City Council, as a policy decision, will increase the "vehicle retirement age" based upon the representation from Guild members that the assigned vehicle program should increase the effective operational life of the patrol vehicles. Within the parameters set forth above, the police chief shall establish the standard operating procedure for the assigned vehicle program.

DETECTIVE BUREAU VEHICLES

Vehicles utilized by the Investigation Division shall fall under the same guidelines as addressed in the above paragraph. Investigation Division personnel shall not use the city vehicle in any off duty capacity or when on call for other than official department business. It is assumed the departmental vehicle will be housed at the Detective's residence when not on duty and not used until such time as the Detective is brought into service. Detective personnel will normally only use their Investigation Division vehicle during their regular shift, during an extension or continuation of a shift, during a work job, during an overtime situation, during a designated assignment, and during their commute to and from work.

UNDERCOVER VEHICLES

Unmarked units, if not assigned to an individual employee, shall not be used without first obtaining approval from the respective unit command staff.

APPENDIX "C"  
to the  
AGREEMENT  
by and between  
CITY OF FIFE  
and  
CITY OF FIFE POLICE GUILD  
(Commissioned)

January 1, 2013 – December 31, 2017

DRUG AND ALCOHOL TESTING

**I. POLICY**

1.1 Reporting to work under the influence of alcohol and /or illegal drugs, or the use, sale or possession by an employee of illegal drugs is strictly prohibited and may result in disciplinary action, including immediate termination.

1.1.1 Each employee must advise the Employer if they are using prescription or other over-the-counter drugs they know, or reasonably should know, may impair their ability to perform job functions and/or operate machinery such as automobiles. Under appropriate circumstances, the Employer may request the employee provide written medical authorization to perform various essential job functions from a physician while using such drugs.

1.1.2 A voluntary request by an employee for assistance with his/her own alcohol or drug abuse problem will remain confidential and such abuse, request and treatment/rehabilitation for alcohol or drug abuse shall not be used as the basis for any disciplinary action provided that the request for assistance is initiated prior to commencement of any internal investigation or other disciplinary action

1.1.3 Treatment/rehabilitation for alcohol or drug abuse undertaken by an employee following commencement of any internal investigation or other disciplinary action shall be considered by the City in administering discipline to the employee.

## II. DEFINITION

- 2.1 For the purpose of administering this Policy the following definition of terms is provided:
- 2.1.1 Alcohol -means the intoxicating agent in alcoholic beverages, ethyl alcohol or their low molecular weight alcohols, including methyl or isopropyl alcohol.
  - 2.1.2 Drug – means any substance (other than alcohol) capable of altering the mood, perception, pain level, or judgment of the individual consuming it.
  - 2.1.3 Illegal Drug – means any drug for which sale, purchase, transfer, or unauthorized use or possession is prohibited or restricted by federal or state law or the intentional misuse of a prescription or over-the-counter drug.
  - 2.1.4 Over-the-Counter Drug –means those drugs that are generally available without a prescription and are limited to those drugs that are capable of impairing the judgment and/or ability of an employee to safely perform the employee’s duties.
  - 2.1.5 Prescription – means any drug used in the course of medical treatment and that has been legally prescribed to the employee and authorized for use by a licensed health care professional.
  - 2.1.6 Reasonable Suspicion – means suspicion that an employee is under the influence of alcohol and/or illegal drugs based on specific objective observations by a supervisory employee in the City ‘s Police Department of the rank of Sergeant or above who has received training in the detection of probable drug and/or alcohol use by observing an individual’s behavior and can describe concerning the performance, appearance, behavior, speech or breath odor of an employee.
  - 2.1.7 Under the Influence – means having alcohol or drugs in the body in excess of the concentration cutoff levels established in this Policy.

## III. WHEN TESTING IS REQUIRED

- 3.1. An employee may be required to submit to drug or alcohol testing only when there is reasonable suspicion to believe that the employee is under the influence of drugs or alcohol. Reasonable suspicion testing shall not be used to harass or intimidate any employee.
- 3.1.1 The basis for the reasonable suspicion shall be documented in writing prior to, or as close in time as reasonably possible to the time the employee is requested to submit to testing.
  - 3.1.2 A Guild representative shall be summoned before the employee is approached. A Guild representative shall be present when the employee is first told of the reasonable suspicion; however, in no case shall the testing be unreasonably delayed or cancelled in an attempt to obtain Guild representation.
  - 3.1.3 At the employee’s request the employee shall be given an opportunity to confer with the Guild representative, provided that such conference does not unreasonably delay any test. The employee shall be given an opportunity to explain the reasons for the employee’s condition, such as reaction to prescription or over-the-counter drugs, fatigue, exposure to toxic substances, or any other reasons known to the employee, to the City representative telling the

employee the basis for reasonable suspicion. The Guild representative may be present during this discussion.

- 3.2 An employee who refuses to submit to testing for alcohol and/or drugs shall be conclusively presumed to be under the influence of alcohol or a drug for the purpose of administering this Policy, and therefore will be subject to discipline, up to and including immediate discharge.

#### IV. COLLECTION/TESTING PROCEDURES

- 4.1 The City shall provide the employee with transportation to the collection site and to his/her home from the collection site.

4.1.1 The Guild representative shall be allowed to accompany the employee to the collection site.

#### 4.2 Alcohol Testing

4.2.1 Alcohol testing will be conducted by a trained Breath Alcohol Technician ("BAT") using a breath testing device approved by the Department of Transportation which the BAT has been trained to operate in conformance with Department of Transportation's Procedures for Transportation Workplace Alcohol Testing, 49 CFR 40.221, et. Seq. ("DOT Procedures")

4.2.2 Alcohol testing shall take place at a facility that meets the requirements of the DOT Procedures

4.2.3 The procedures used for conducting all screening and confirmation alcohol tests shall be in conformance with DOT procedures.

4.2.4 The cutoff levels for screening and confirmation alcohol test shall be .04 gm/dl.

4.2.5 The procedures used for reporting the results of alcohol tests shall be in conformance with DOT procedures.

4.2.6 Reference herein to conformity with DOT procedures shall not be construed to mean that testing must or will be reported on DOT forms.

#### 4.3 Drug Testing

4.3.1 All specimens for drug testing shall be obtained at a collection site that shall have all necessary personnel, materials, equipment, facilities, and supervision to provide for the collection, security, temporary storage, and shipping or transportation of urine specimens to a certified drug testing facility in accordance with the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Mandatory Guidelines for Federal Work Place Testing Programs ("Mandatory Guidelines").

4.3.2 All specimens shall be collected in conformance with the specimen collection procedures set forth in the Mandatory Guidelines. Handling and transportation of urine specimens from one authorized individual or place to another shall always be accomplished through chain of custody procedures.

4.3.3 A split specimen method of collection shall be used and the split specimen method of collection shall be in conformance with the Mandatory Guidelines.

4.3.4 All testing shall be done at the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration certified

laboratory and transportation of the specimen to the laboratory shall be in conformance with the Mandatory Guidelines.

- 4.3.5 Laboratory security, chain of custody, and analysis procedures shall be in conformance with Mandatory Guidelines.
- 4.3.6 The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used:

**Initial Test Level Nanograms per Milliliter (ng/mL)**

	<u>ng/mL</u>	
Amphetamines		1000
Marijuana metabolites	50	
Cocaine metabolites	300	
Opiates metabolites(codeine/ Morphine)	200	
Phencyclidine	25	

- 4.3.7 Specimens that test negative on all initial immunoassay tests will be reported negative. No further testing of these negative specimens for drugs is permitted.
- 4.3.8 All specimens identified as positive on the initial test shall be confirmed for the class(es) of drugs screened positive on the initial test using gas chromatography/mass spectrometry (GC/MS) in conformance with Mandatory Guidelines at the following cutoff values:

**Confirmatory Test Level Nanograms per Milliliter (ng/mL)**

	<u>ng/ML</u>	
Marijuana Metabolite <sup>1</sup>		15
Cocaine Metabolite <sup>2</sup>	150	

**OPIATES**

Morphine	2000
Codeine	2000
6-Acetylmorphine <sup>4</sup>	10
Phencyclidine	25

**AMPHETAMINES**

Amphetamine	500
Methamphetamine <sup>3</sup>	500

<sup>1</sup>Delta-9-tetrahydrocannabinol-9-carboxylic acid

<sup>2</sup>Benzoylcegonine

<sup>3</sup>Specimen must also contain amphetamine at a concentration > 200 ng/mL

  
City

  
Guild

<sup>4</sup>Test for 6-AM when the morphine concentration exceeds 2,000 ng/mL

- 4.3.9 Specimens that test negative on confirmatory tests shall be reported negative and no further testing of these specimens for drugs is permitted.
- 4.3.10 An essential part of this drug testing program is the final review and reporting of results. The final review and reporting of the results of such drug testing shall be in conformance with the Mandatory Guidelines.
- 4.3.10.1 A positive test result does not automatically identify an employee as being in violation of this policy. An individual with a detailed knowledge of possible alternate medical explanations is essential to the review of the results. This review shall be performed by the Medical Review Officer (“MRO”) prior to the transmission of the results to the City . The MRO will consider alternate medical explanations in conjunction with his/her review.
- 4.3.10.2 The qualifications and responsibilities of the MRO shall be in conformance with the Mandatory Guidelines.
- 4.3.10.3 Prior to making a final decision to verify a positive test result, the MRO shall give the employee an opportunity to discuss the test result with him or her in conformance with the Mandatory Guidelines.
- 4.3.10.4 Upon notification by the MRO that an employee has a verified positive drug test or refusal to test because of adulteration or substitution, the employee shall have 72 hours from the time of notification to request a test of the split specimen at the employee’s expense. The request may be verbal or in writing.
- 4.3.10.5 When an employee makes a timely request for a test of the split specimen the MRO shall immediately provide written notice to the laboratory that tested the primary specimen directing the laboratory to forward the split specimen to a second HHS certified laboratory for confirmation testing in accordance with this Policy.
- 4.3.10.6 Following verification of a positive test result, the MRO shall report the result to the City ‘s official who is designated to receive results.

## V. CONSEQUENCE OF A NEGATIVE TEST

- 5.1 In the event the test results are reported as negative the employer shall be so notified, such test results shall be destroyed (unless otherwise provided by law), the employee shall be paid for lost work time due to the testing, and no discipline shall be levied against the employee.

  
City

  
Guild

## **VI. CONSEQUENCES OF A POSITIVE TEST**

- 6.1 In the event the MRO reports the test results positive, an employee who tests positive for any of the drugs or alcohol referred to in this Policy may be subject to discipline up to, and including, termination.
- 6.2 Nothing in this Policy shall be construed to limit the City's right to discipline/discharge a bargaining unit employee for engaging in serious criminal conduct, whether or not alcohol or drug-related.
- 6.3 Nothing in this Policy shall be construed to limit or abridge any of the rights set forth in the Collective Bargaining Agreement between the Guild and the City and/or any rights provided by federal and state law.

## **VII. RECORDKEEPING**

- 7.1 All records related to the alcohol or drug testing of an employee shall be treated as confidential medical records.
- 7.2 Any employee who is the subject of an alcohol or drug test shall, upon written request, have access to any and all records relating to his or her drug test and any records relating to the results of any relevant certification, review, or revocation-of-certification proceedings.

## **VIII. RIGHT OF APPEAL**

- 8.1 Employees and the Guild have the right to challenge an alleged violation of this Policy and/or the results of alcohol and drug testing through the grievance procedure set forth in the Collective Bargaining Agreement between the Guild and the City.

## **IX. RIGHT OF GUILD PARTICIPATION**

- 9.1 At any time, the Guild, upon request, will have the right to inspect and observe any aspect of the drug testing program with the exception of specimen collection and individual test results. The Guild may observe specimen collection and inspect individual test results if the release of this information is authorized by the employee involved.

## **X. GUILD HELD HARMLESS**

- 10.1 The City shall be solely liable for any legal obligations and costs arising out of the provisions of this Policy and/or application of this Policy.
- 10.2 The Guild shall be indemnified, defended, and held harmless from any claim, demand, or liability arising from the implementation and/or administration of the Policy.

APPENDIX "D"  
to the  
AGREEMENT  
by and between  
CITY OF FIFE  
and  
CITY OF FIFE POLICE GUILD  
(Commissioned)

January 1, 2013 – December 31, 2017

This Appendix is attached to this collective bargaining agreement for the purpose of authorizing scheduled 12 (twelve) hour work shifts for commissioned police officers. The intent of this Appendix is to modify or suspend selected sections of this agreement in order to facilitate this scheduling, as it relates to officers scheduled for 12 (twelve) hour shifts.

The City and Guild agree that either the City or the Guild, for any reason, may terminate this agreement on or before August 1<sup>st</sup> of each year with a written notice to the other party. Upon termination of this agreement by either side, any modifications to the Collective Bargaining Agreement shall be void beginning on January 1<sup>st</sup> of the following year. This Appendix is intended to supersede and replace the previously terminated MOU on this subject, which has been incorporated into the 2010-2012 Commissioned Collective Bargaining Agreement (on pages 37 and 38).

The City and the Guild would like to have the option of using 12 (twelve) hour work shifts for commissioned members of the department, in addition to the 10 (ten) and 8 (eight) hour work shifts that are also currently being utilized. Therefore, it is mutually agreed that beginning on January 1, 2014, and unless changed by future bargaining or by termination of this agreement in accordance with the provisions listed above:

1. The City may schedule commissioned personnel to work 12 (twelve) hours per day as a regular work shift.
2. Article 11.1 of the Collective Bargaining Agreement as it relates to the defined "work week" is suspended for officers scheduled to work 12 (twelve) hour shifts. Under the current 12 (twelve) hour work schedule, an average work week is 42 (forty two) hours. Overtime at the rate of time and one-half will be paid to any officer who works in excess of 84 (eighty-four) hours in any consecutive 14 (fourteen) day work period for officers assigned to work 12 (twelve) hour shifts for the purposes of complying

  
City

  
Guild

with Section 7(K) of the Fair Labor Standards Act. The provision of Article 11.1 that requires that any changes to the posted work schedule follow a minimum of 30 (thirty) day notice (without mutual consent of the parties) remains in force as written.

3. The provisions of Article 13.1 relating to emergency call in remains in force as written.

4. Because of the 42 (forty-two) hour work week, the 12 (twelve) hour work schedule allows each officer to accrue additional leave time of 12 (twelve) hours every six (6) weeks. These additional leave hours (also known as "Green" time) will be used as follows:

- Employees assigned to 12 (twelve) hour shifts will have this additional leave deposited into a separate leave account.
- Leave time is accrued at a rate of two (2) hours per week, with a maximum accrual of one hundred four (104) hours per year. Leave time for each quarter shall be "front loaded" into an employee's leave bank at the beginning of each quarter.
- The leave may be scheduled at the discretion of the employee, subject to approval by a command level supervisor.
- The scheduling of leave may not create overtime at the time that it is scheduled.
- These leave hours will not "roll over" into the next year, and must be used by the end of the year in which they are accrued, or they will be lost without compensation. However, any leave hours that cannot be scheduled through no fault of the employee due to illness, injury, or other circumstances beyond their control, shall roll over into the next year.
- Employees must use all leave accrued between January 1<sup>st</sup> and September 30<sup>th</sup> no later than September 30<sup>th</sup> of each year. Leave hours accrued between October 1<sup>st</sup> and December 31<sup>st</sup> shall be used by December 31<sup>st</sup> of each year.
- These leave hours may not be cashed out at any time.

APPENDIX "E"  
to the  
AGREEMENT  
by and between  
CITY OF FIFE  
and  
CITY OF FIFE POLICE GUILD  
(Commissioned)

January 1, 2013 – December 31, 2017

**Command Level Positions– Filling position – Bumping**

- 1) Any person promoted to a command level position (currently this would include the ranks of Captain, Commander, Assistant Chief of Police, and Chief of Police) from within the current ranks of the Fife police department shall retain, for a period of one year for the Captain position and for all other positions three years from the effective date of the promotion, the right to return to his/her previously held civil service position, in the event the employee voluntarily requests reduction in rank, or is directed to take a reduction in rank for reasons other than just cause. For purposes of this section, "just cause" shall mean violation of state or federal criminal laws, or a substantiated complaint of a violation of Fife police department policy serious enough to require termination of employment.
- 2) If there is no vacancy in the position at the time of such return, the last person promoted or hired to the position shall be displaced. An employee so displaced shall have the option to accept reduction to the next lower class. If there is no vacancy in the class, the last person promoted or hired to the class shall be displaced. Any employee displaced under this section shall have the option to accept reduction to the next lower class. If there is no vacancy in the class, the last person promoted or hired to the class shall be displaced. If there is no lower class, the displaced employee may be laid off. Employees laid off under this section shall have their names placed on the top of the eligibility list of the class to which their position was allocated. Notice of displacement shall be given to the employee concerned at least two weeks before the effective date thereof.
- 3) Notwithstanding any other provision of this section, to be eligible to displace another employee under this section, the displacing employee must possess the skills required to perform the duties of the position held by the employee who would be displaced.
- 4) Any employee who leaves a command level position and returns to his/her previously held civil service position pursuant to this section, shall retain full seniority rights that are reflective of both the seniority earned while in the bargaining unit previous to the promotion to the command level position, and the seniority earned while working outside of the bargaining unit in the command level position.

APPENDIX "F"  
to the  
AGREEMENT  
by and between  
CITY OF FIFE  
and  
CITY OF FIFE POLICE GUILD  
(Commissioned)

January 1, 2013 – December 31, 2017

Any current member of the Non-Commissioned Bargaining Unit of the Fife Police Guild who is hired into a position that is covered by the Commissioned Bargaining Unit of the Fife Police Guild shall have their VEBA or HSA account credited, within 30 days of hire, with the difference between the annual VEBA or HSA allowance that had already been provided to them and the amount of VEBA or HSA allowance that is annually provided to Commissioned Bargaining Unit members.

Any current member of the Commissioned Bargaining Unit of the Fife Police Guild who is hired into a position that is covered by the Non-Commissioned Bargaining Unit of the Fife Police Guild shall not receive an additional amount added to their VEBA or HSA account for that year. Also under these circumstances, Commissioned Bargaining Unit members hired during the year into a position covered by the Non-Commissioned Bargaining Unit shall not owe a credit to the City for receiving a VEBA or HSA allowance that year in the amount provided to commissioned officers.

Any current member of the Fife Police Guild who changes job descriptions between the Commissioned and Non-Commissioned bargaining units shall not be subject to any type of VEBA or HSA pro-ration, and their VEBA or HSA allowances shall be strictly governed by the procedures outlined above.

  
City

  
Guild