

AGREEMENT

by and between

CITY OF EDMONDS, WASHINGTON

and the

EDMONDS POLICE OFFICERS' ASSOCIATION

(Representing the Law Enforcement Commissioned Employees)

JANUARY 1, 2020 THROUGH DECEMBER 31, 2023

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(Representing the Law Enforcement Commissioned Employees)

THIS AGREEMENT is by and between the CITY OF EDMONDS, WASHINGTON, hereinafter referred to as the Employer, and the EDMONDS POLICE OFFICERS' ASSOCIATION, hereinafter referred to as the Association.

ARTICLE I. RECOGNITION, ASSOCIATION MEMBERSHIP & PAYROLL DEDUCTION

- 1.1 Recognition** – The Employer recognizes the Association as the sole collective bargaining representative for all fully commissioned law enforcement officers of the City of Edmonds, Washington Police Department excluding the Chief of Police, Assistant Police Chiefs, Secretary to the Chief of Police, Supervisors, confidential employees and all other employees of the Employer.
- 1.2 Association Membership** – The Employer recognizes that members of the bargaining unit may, at their discretion, become members of the Association.
- 1.2.1** Temporary Employees shall work under the terms of this Agreement and may, at their discretion, become members of the Association.
- 1.3 Payroll Deduct** – Upon written authorization from the Association to the Employer that an employee in the bargaining unit has authorized the Association to deduct membership dues, the Employer shall deduct from the wages of that employee the sum certified as assessments and monthly dues of the Association and shall forward such sum to the Association except that all deductions for the above items must be uniform and regular to accommodate the monthly machine processed payroll., The Association shall indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check-off of dues for the Association. The Association shall refund to the Employer any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.
- 1.4 Cancellation** – An authorization for payroll deduction may be cancelled upon written notice to the Association before the 15th day of the month in which the cancellation is to become effective, subject to the provisions of this article.
- 1.5 Association Notification** – Within fifteen (15) days from the date of hire of a new Employee, the Employer shall notify the Association of the person's name and contact information and allow the Association the opportunity to meet with the employee as required by law. The Employer shall promptly notify the Association of all Employee's leaving its employment.

ARTICLE II. GENDER

- 2.1 Wherever the words Employee or Employees are used in this Agreement, they are intended and shall be construed to be gender neutral.

ARTICLE III. ASSOCIATION RIGHTS

- 3.1 **Association Officials Time-Off** – An Association Official who is an Employee in the Bargaining Unit (Association Board Officer, Negotiation Team Member and/or Shop Steward as appropriate to the specific activity) shall be granted a reasonable amount of release time if on duty while actually conducting contract negotiations, contract administration or discipline representation with the Employer on behalf of the Employees in the Bargaining Unit or actually engaged in preparatory meetings for said activities with the Employee. This does not include research and other preparation activities not specifically enumerated and provided:

- They notify the Employer at least forty-eight (48) hours prior to the time-off,
- The Employer is able to properly staff the Employee's job duties during the time- off,
- And the wage cost to the Employer is no greater than the cost that would have been incurred had the Association Official not taken time-off.

When Association activities, as enumerated above, must be scheduled during an Association Official's off duty hours, adjustments may be made to the Official's regular schedule on an hour for hour (straight time) basis or the employee may be compensated at the straight time hourly rate of pay on an hour for hour basis per the discretion of the employee provided that the employee's choice does not result in any overtime impacts.

Additionally, the Employer shall allow up to an aggregate of nine (9) work days per year of aggregate leave to allow one (1) delegate from the Edmonds Police Association (EPOA) to attend each meeting of the Washington State Council of Police (WACOPS) provided that time spent in such endeavors shall not be considered compensable time within the meaning of the FLSA and; provided that such delegates pay all of their own expenses in attending the above meetings.

- 3.2 **Association Investigation and Visitation Privileges** – The Labor Representative of the Association, with the permission of the Department Head or designee, may visit the work location of Employees at any reasonable time and location for the purpose of investigating Grievances. Such Representative shall limit activities during such investigations to matters relating to this Agreement; provided however, the Labor Representative shall not interfere with the operation or normal routine of any department.
- 3.3 **Bulletin Boards** – The Employer shall provide suitable space for a bulletin board to be used exclusively by the Association.

3.4 Use of Equipment – Bargaining Unit Officials may make occasional but limited use of City owned/operated communication resources (telephone, facsimile, voice mail, electronic mail, copier, computer) for communications; specifically, incidental or minimal use is permitted. Incidental or minimal use is that which is both brief in duration and accumulation and does not interfere with or impact the conduct of official City business due to volume, frequency or impedes Employee’s performance of their official duties. In no event will the Association use the City communications resources for internal Association business beyond that permitted for minimal use or for any political use.

3.5 Association Office Space – The City agrees to provide limited office space in the Public Safety Building that may be used for EPOA business. Such space may be revoked by the City in its sole discretion, or the EPOA may be required to move to a different location based upon the needs of the Department.

Documents that the EPOA expects to remain confidential must be kept in a designated, locked file cabinet owned by the EPOA. The office space itself must remain open for Department use, when not being used for EPOA business. The EPOA will exercise reasonable care in the use of the office space. The EPOA may use Department owned furnishings as available subject to immediate need by Department personnel for City business.

ARTICLE IV. HOURS OF WORK, OVERTIME AND CALLBACK

4.1 The workweek shall be comprised of three (3) or more consecutive days ON duty and two (2) or more consecutive days OFF duty. The sum total of time worked shall not exceed forty (40) hours per week based on an annual average. Officers assigned to patrol will work a **four (4) days ON and four (4) days OFF (4/4)**, twelve (12) hour schedule. Specific shift configurations (to include shift hours and days on/days off rotation) shall be as agreed between the Employer and the Association. FLSA 7(k) work period is mutually agreed to be twenty eight (28) days except for patrol working twelve (12) hour shifts shall be twenty four (24) days.

4.1.1 A workday shall normally include the following based on shift hours:

Shifts of 8 hours: One (1) thirty (30) minute meal period

Two (2) fifteen (15) minute rest periods

Shifts of 10 hours: One (1) forty-five (45) minute meal period

Two (2) fifteen (15) minute rest periods

Shifts of 12 hours: One (1) forty-five (45) minute meal period

Three (3) fifteen (15) minute rest periods

All Employees shall be subject to immediate call during meal and rest periods for which no overtime or additional compensation shall be paid. An Employee recalled to work from a meal or rest period shall be entitled to an additional rest period.

4.1.2 Scheduling of K-9 Officers – K-9 Officers will be scheduled on a forty (40) hour per week basis utilizing a four (4) day per week, ten (10) hour per day schedule.

4.2 Overtime – Overtime shall be that time worked in excess of the scheduled hours of work which shall be compensated at the rate of one and one-half (1.5) times the Employee's regular straight time hourly rate of pay.

4.2.1 Call Back –The Employee is considered to be on paid status upon being ordered back to work (i.e. notification of a call out) and off paid status when leaving the police facility or other Employer designated work site. In the case of pre-scheduled meetings, court appearances and other scheduled events, paid status commences at the time scheduled for the event and ends when the event is over but at no time less than the three (3) hour minimum as described later in this Section.

Employees ordered to report back to duty after going home after their regular shift, or ordered to report back to work on their day off, including time required to be spent in court, either as a witness or in assistance on another officer's case, or in attendance at department meetings shall be guaranteed three (3) hours at the rate of one and one-half (1.5) times the Employee's regular straight time hourly rate of pay. In the event an Employee is not notified by 12:00 noon forty eight (48) hours prior to a scheduled or subpoenaed Court appearance on a regularly scheduled day off that such an appearance is not necessary, the Employee shall be guaranteed two and one-half (2.5) hours at the Employee's regular straight time hourly rate of pay. If the employee is assigned to graveyard, and the Court appearance is scheduled during their work week, they will be notified before the end of their shift prior to the Court appearance.

Employees ordered to report back to work on a prescheduled day off (Kelly day, compensatory time, holiday time, or vacation day) shall be provided additional compensation of straight time compensatory time or straight time overtime equivalent to 50% of the hours worked on that day. As an example, an employee has a prescheduled 12 hour vacation day and gets called in to work. The employee works 6 hours. The employee would utilize 6 hours vacation time on that day, and would be paid 6 hours regular time, plus would receive an additional 3 hours straight time comp time or straight time paid time for being called in.

Employees assigned to graveyard who have a court appearance scheduled for the same day following a graveyard shift shall be allowed, except as precluded as described below, to use compensatory time to schedule six (6) hours off the shift immediately before or after a court appearance. If an employee takes compensatory time in accord with this paragraph, the employee shall have a corresponding amount of straight time compensatory time used reinstated to the employee's compensatory time bank, not to exceed six (6) hours for each incident. An employee's supervisor may deny a request for compensatory time off if the request results in staffing falling below minimum staffing and in the opinion of the supervisor falling below minimum staffing leads to unsafe working conditions. This benefit is intended to allow graveyard employees the ability to be rested for court testimony/duty and is not intended to replace or inhibit the compensation provided above.

4.2.2 All approved overtime shall be compensated in increments of fifteen (15) minutes. Overtime shall be rounded up using normal rounding process so that the major portion of fifteen (15) minutes will be paid as a full fifteen (15) minutes.

4.2.3 However, if an employee is on vacation, and regardless of the shift needing to be covered, and absent being called back to duty involuntarily, no overtime shall be earned. If an employee chooses to voluntarily cover a shift during previously scheduled vacation, those hours worked will be credited back to that employee's vacation hour bank. Should the employee voluntarily work an overtime shift that falls on what would be a regularly scheduled day off, even if in-between scheduled vacation days, then the employee will be compensated in accordance with section 4.2.

4.3 **Shift Bid** - The policy of bidding for shift assignments on a seniority basis by rank shall be recognized, provided seniority may be disregarded for good cause by the Employer. Shift bids for the following year **open** on or about **September 1** and **close** on or about **October 1** and shall be open for thirty (30) days.

Sergeants and Corporals will bid for 0600-1800 and 1800-0600 shift hours. Officers will bid for 0600-1800 and 1800-0600 shift hours.

Employees shall be **notified** of the result of the bid on or about **October 15**. For the purpose of this Section "on or about" shall mean not to exceed three (3) days. Bid results may be subject to change due to events such as promotion, specialty assignment rotation, resignation or other good cause.

Any Employer initiated change to an Employee's previously assigned bid shift will require fourteen (14) day prior notification to the Employee. Any change to an Employee's previously assigned bid shift with less than fourteen-day (14) notice will result in the Employee receiving compensation at the rate of one and one-half (1.5) times the Employee's regular straight time hourly rate of pay from the date of the change through the fourteenth (14th) day. The fourteen (14) day notification and the one and one half (1.5) times regular straight time hourly rate of pay requirement may be waived by the Association on behalf of the Employee. The fourteen (14) day notification request will not apply in the case of a bona fide emergency or other good cause.

4.3.1 There will normally be only one Corporal assigned per patrol shift, and shift bidding will be by seniority. If, however, there are more Corporals assigned to the Patrol Division than there are shifts, the "extra" Corporal shall bid for shift based on seniority.

4.4 **Training**

4.4.1 **Required Training** – Required training done on a regular duty day shall be done on a basis of shift adjustment whenever possible. Off-duty required training shall either be paid as overtime at the time and one-half (1.5) rate or with compensatory time-off at the time and one-half (1.5) rate, subject to **Article IV** at the discretion of the employee.

4.4.2 Non-Required Training – Shall be allowed at the sole discretion of the Employer. Any time accrued in furtherance of non-required training shall be paid at the straight-time hourly rate of pay, but with the concurrence of both the Employer and Employee, it may be accrued at the hourly rate with compensatory time-off on an hour-for-hour basis, subject to **Article IV**.

4.4.3 Training While On-Duty - If scheduled training occurs while on duty and consists of eight (8) hours or more; the hours of training shall constitute an entire workday, regardless of the Employee's hours of duty.

While attending training on duty and the hours of instruction are less than eight (8) hours due to circumstances such as the instructor releasing the class early from training, the Employee has the option of returning to work or using leave time of their choice to fulfill their training obligations.

Scenarios:

Employee attends training that is scheduled for eight (8) hours or more. The training ends early, after seven (7) hours. The Employee must use "leave time" of their choice to complete an eight (8) hour period.

An Employee attends training that is scheduled for less than eight (8) hours. The Employee shall return to duty to complete their obligated shift hours of duty.

4.5 The utilization of any compensatory time accrued shall be at the Employee's option; provided, however, that the scheduling of holiday time accrued pursuant to **Article VII** and the compensatory time off under this Article shall create no undue hardship to the Employer nor shall it interfere with previously scheduled vacations. An undue hardship is defined as the City being required to pay more than one employee overtime to allow for time off to be granted and still maintain minimum staffing levels.

4.5.1 Requests to schedule compensatory or holiday time shall be made not less than **fourteen (14)** days in advance of the requested date, provided, however, that compensatory time may be scheduled with less than fourteen-day (14) notice only when the request would not require the Employer to call another Employee to work in order to meet minimum staffing requirements, provided further that an Employee requesting compensatory time with less than fourteen-day (14) notice shall be allowed the time off if the Employee arranges for a volunteer replacement. Whether the substitute Employee works at the request of the Employer or at the request of another Employee, overtime will be paid. Accumulation of compensatory time shall be limited to a maximum accrual of **sixty (60)** hours at any one time, Any hours accrued in excess of the maximum shall be paid to the Employee at the next regularly scheduled pay period.

Officers whose compensatory time banks are in excess of sixty (60) hours at the time this agreement goes into effect, shall have the option of utilizing those hours or having the excess hours paid out in order to bring the bank to the sixty (60) hour limit by November 30, 2017.

4.5.2 Probationary employees may accrue compensatory time pursuant to terms of this agreement, provided however such accrued compensatory time may only be utilized when the employee is no longer in probationary status.

4.5.3 The following formula shall address “minimum staffing” as it relates to Employees’ ability to be approved for time off.

Between **0600 and 1800** hours, a Supervisor plus four (4) Officers [**total of five (5)**]

Between **1800 and 0600** hours, a Supervisor plus four (4) Officers [**total of five (5)**]

Officers assigned to the following specialty units shall be included in minimum staffing as follows:

Traffic (Motorcycle) – Dayshift minimum staffing

Traffic (Nighttime traffic car) – Graveyard minimum staffing

K9 – Graveyard minimum staffing

Street Crimes Unit – Shall not be routinely considered as part of minimum staffing. However, should circumstances arise that are non-routine (e.g. large scale event, patrol officers scheduled for partial day training such as range, annual in-service training) the Street Crimes Unit will assist the on-duty patrol squad with routine calls until such time as the event has subsided.

For the purposes of minimum staffing, vacation, compensatory, holiday, Kelly and training time that has already been awarded at the time of ratification will stand and minimum staffing shall be a supervisor plus three (3) for dayshift and a supervisor plus four (4) for graveyard. Subsequent to ratification, requests for time off shall be subject to the provision of this newly ratified section 4.5.3, minimum staffing shall consist of a supervisor plus four (4) for both day and graveyard shifts.

In an effort for consistency the following shall apply for implementing time off requests:

- Employees shall contact their shift Supervisor if available. In the event that their shift Supervisor is not available then the Employee would contact the “on-duty” shift Supervisor.
- On-duty Supervisor will check the payroll sheet and determine if staffing minimums allow for the time off request to be approved.
- If approved, the on-duty Supervisor shall document the time off request on the Payroll sheet and Turn-over sheet.
- In addition, the on-duty Supervisor shall send an e-mail to “all” Sergeants and Corporals to provide for proper communication of the staffing change.

It will be the responsibility of the Employee to provide as much notification as possible. Requests submitted less than **twelve (12)** hours prior to the start of a shift, may be denied by a Supervisor.

While actually at work an Employee will be granted requested time off during that shift if minimum staffing levels are met as described above and there are no critical incidents that would require additional staffing at that time.

Staffing minimums shall be increased during July 4th and the Taste of Edmonds by one (1) officer, without requiring any overtime coverage to meet those minimums.

4.6 In order to emulate an average of 2080 hours worked on an annual basis, Employees assigned to any given number of shift hour patrol schedules, will receive the appropriate number of “Kelly” days per year. It is the understanding of the parties that the contract work schedules are FLSA compliant. The term “Kelly” days or time is used for convenience and is not an indication that adjustments are required within the work period to avoid FLSA overtime thresholds. “Kelly” days will be accrued in a bank of hours.

- o Shifts of twelve (12) hour duration receive twelve (12) “Kelly” days totaling a bank of one hundred forty-four (144) hours in the bank.

- a) Forty-eight (48) hours per trimester will be credited to the bank.
- b) On a pro rata basis this will equate to twelve (12) hours per month.
- c) Employees shall use twenty-four (24) hours per trimester or shall be subject to forfeit those hours not used.
- d) Twenty-four (24) hours may be carried over each trimester.
- e) **Effective January 1, 2018**, up to seventy-two (72) hours may be cashed out annually.

Each year, on or before June 30th, employees may cash out up to thirty-six (36) hours of unused and unscheduled “Kelly” hours. On or before October 30, 2017, employees may cash out an additional thirty-six (36) hours of unused and unscheduled “Kelly” hours. These hours shall be repurchased by the Employer at the Employee’s regular straight time hourly rate of pay. This repurchase will be in the form of a separate check, separate from the Holiday repurchase, and not direct deposit. **Employees are responsible for monitoring their “Kelly” hour balances and planning use of “Kelly” hours to avoid “use it or lose it” scenarios.** In order to facilitate the final cash out prior to the end of the year, employees shall *schedule* any hours they intend to utilize as time off no later than October 31st of each calendar year. The maximum “Kelly” hour buy-back in any six (6) month period is thirty-six (36)

ARTICLE V. PROBATIONARY PERIODS, SENIORITY

5.1 Probationary periods upon initial appointment shall not exceed one (1) year beyond graduation from the Basic Law Enforcement Academy except as provided in Section 10.5 of the Civil Service Rules and Regulations. Probationary periods for lateral hires and those receiving Promotions shall not exceed one (1) year except as provided in Section 10.5 of the Civil Service Commission Rules

and Regulations. Any probationary period shall be extended automatically for the number of work days equal to the number of work days an Employee was absent in excess of ten (10) work days during the probationary period. In the event that the Employer requests the Civil Service Commission to extend an Employee's probation period, the Association will receive a copy of the notification provided to the Employee of said action.

5.2 "Seniority" as used in this Agreement shall accrue from an Employee's seniority date which shall be the Employee's first date of eligibility with the fully commissioned law enforcement employees bargaining unit, provided that Employees who return from layoff or period of disability, as provided in the Civil Service Rules and Regulations, shall retain the seniority held prior to the layoff or period of disability. In the event of promotion out of the bargaining unit, or demotion or reversion back into the bargaining unit, the employee will retain their original seniority held prior to leaving the bargaining unit.

5.2.1 In the event an Employee returns following a break in service, the Employee shall retain the seniority the Employee had accrued prior to the break in service. A break in service occurs when an Employee's employment relationship ends. No seniority shall accrue while an individual is on a reemployment Civil Service list. Seniority includes time spent in any leave status, including leaves without pay.

5.2.2 "Seniority by rank" as used in this Agreement shall accrue from the effective date of promotion to the Employee's current rank.

5.3 The Employer shall provide the Association with a list of all current Employees of the Bargaining Unit with their respective seniority dates on July 1st of each year and shall post a copy of same on the Association bulletin board.

5.4 Preference in vacation scheduling and extra days off shall be administered in accordance with seniority as provided in **Section 8.2** below.

5.5 An Employee shall lose all seniority in the event of discharge or voluntary termination.

ARTICLE VI. WAGES

6.1 The classification of work and the corresponding rates of pay covered by this Agreement shall be as set forth in **APPENDIX "A"** which by this reference shall be incorporated herein as if set forth in full.

ARTICLE VII. HOLIDAYS

7.1 The following days shall be recognized holidays:

New Year's Day January 1

Martin Luther King Day Third Monday of January

Washington's Birthday Third Monday of February

Memorial Day Last Monday of May

Independence Day July 4

Labor Day First Monday of September
Veteran's Day November 11
Thanksgiving Day Fourth Thursday of November
Friday following Thanksgiving Day
Christmas Eve December 24
Christmas Day December 25

7.1.1 All Employees shall be paid for all such holidays regardless upon which day in the week the holiday shall fall. **Each day consists of ten (10) hours.** This pay shall be in the form of a holiday bank equal to **one hundred ten (110) hours.** If any work is performed by such Employee on such holiday, additional compensation at the overtime rate shall be paid, in addition to the day off at a later date. If overtime is worked on a holiday, straight time comp time equivalent to the number of overtime hours worked will also be given in addition to applicable overtime. No Employee shall be called to work on such a holiday for less than a minimum call-out time and rate. Employees scheduled to work Monday through Friday 8 hour days, Monday through Thursday 10 hour days, or Tuesday through Friday 10 hour days shall observe holidays which fall upon a Saturday on the proceeding scheduled Friday workday and any holidays which fall upon a Sunday on the following scheduled Monday workday. If a holiday occurs during an Employee's vacation, the Employee shall receive the holiday on a later mutually scheduled date.

7.2 Holidays shall be scheduled in accordance with the provisions of **Section 4.5.1.**

7.3 On or before December 1st of each calendar year, all unused and unscheduled "Holiday" hours, up to and including eighty-eight (88) hours shall be repurchased by the Employer at the Employee's regular straight time hourly rate of pay. This repurchase will be in the form of a separate check, separate from the Kelly hours repurchase and not direct deposit. **Employees are responsible for monitoring their "Holiday" hour balances and planning use of "Holiday" hours to avoid "use it or lose it" scenarios. Any hours in excess of eighty-eight (88) shall be scheduled by the Employee prior to October 31st of each calendar year.** Any scheduled but remaining unused holiday hours still in the employee's bank on December 31 of each year shall be forfeited without any additional compensation. However, if the employer requires an employee to cancel a prescheduled holiday off during November or December, upon written approval of the Division's Assistant Chief, the holiday may be carried over to be used within 60 days of the new calendar year.

ARTICLE VIII. VACATIONS

8.1 All regular full-time Employees shall receive vacation with full pay annually in accordance with the following:

YEARS OF EMPLOYMENT HOURS OF VACATION

After First 6 months 48 hours
Second 6 months 40 hours additional
2 through 4 years 96 hours
5 through 10 years 136 hours
11 through 15 years 176 hours
16 through 19 years 188 hours

20 through 24 years 200 hours
25 years and thereafter 216 hours

Note: All accrual days are based on an eight (8) hour day.

- 8.2** In order to make provisions for timely vacation schedules, all Employees shall bid for vacations. Preference in bidding for vacation scheduling and extra days off shall be administered in accordance with seniority, as defined in **Section 5.2**.

Employees who request a position transfer may be subject to losing their previously bid vacation.

Vacation bidding for January through December shall open on or about October 15 and close on November 15 and shall be open for thirty (30) days.

The Assistant Chief of Police – Field Services shall award vacation bids for the patrol unit, the traffic unit, and the K9 unit as a whole and pursuant to minimum staffing requirements (section 4.5.3). Notification will be provided on or about December 1. For the purpose of this Section, “on or about” shall mean not to exceed three (3) days.

Pursuant to the December bidding process, and in an effort to account for officers who may be scheduled for training, be sick or injured, and to allow for the utilization of Holiday, Compensatory and Kelly hours, the number of officers awarded vacation shall not exceed that which would result in staffing being less than minimum plus one (1)

Vacation requests made following the annual vacation bid approval will be on a first come first served basis for the remainder of the bid year.

- 8.3** Should an Employee terminate employment, having completed no less than six (6) months employment, the Employee shall receive pro rata vacation pay.

- 8.4** The maximum vacation leave carry-over from one calendar year to the next shall be limited to two (2) years’ worth of accumulated leave at the Employee’s current accrual rate. An Employee who has reached the maximum accrual level may continue to accrue vacation until December 31st, at which time any vacation accrued in addition to the maximum carry-over will be forfeited, provided that the maximum accrual subject to cash-out upon separation shall be four hundred and thirty two (432) hours, provided further that this limitation shall not apply when the separation is caused by unanticipated events such as death, disability, illness, involuntary discharge or similar circumstances. Employees are responsible for monitoring their vacation balances and planning vacation to avoid “use it or lose it” scenarios. Where the Employee has failed to appropriately manage their vacation balances, the Employer need not incur overtime to avoid forfeiture.

- 8.5** In the event scheduling in Superior Court necessitates the appearance of an Employee during the Employee’s previously scheduled vacation time that Employee shall be offered the opportunity of rescheduling vacation at a time mutually convenient to the Employee and the Employer as determined by the Chief of Police. Once vacation has been approved and the affected Employee has incurred non-refundable or unusable expenses in planning for the same, the Employee shall be reimbursed by the City for those expenses. Upon request, the Employee shall assign any tickets or other benefits to the City for which reimbursement is made. Any Employee called back to duty for

any reason once the vacation has begun shall be reimbursed for round trip transportation costs involved in returning for duty. Reimbursement for travel shall be made on the same basis as the original mode of transportation. If applicable, mileage shall be paid at the approved IRS rate. For the purposes of this Section “vacation” shall include leave of absence, bereavement leave or compensatory time off, including regularly scheduled days off, immediately preceding or following any of the aforementioned time off.

ARTICLE IX. LEAVES

9.1 Sick Leave – All LEOFF II Employees shall receive sick leave accruals under **Section 9.1.6**, including a **one thousand (1,000)** hour maximum annual carryover, accrued at the rate of **nine (9)** hours per month. Sick leave accrued but not taken from **one (1)** hour to **four hundred (400)** hours shall be converted to pay at the Employee’s regular rate of pay in effect at the date of termination and on the basis of the following schedule:

With two (2) week notice - Honorable voluntary quit - **25%** of hours accrued.

Termination by City layoff - **25%** of hours accrued.

Termination for Retirement - **50%** of hours accrued.

Sick leave accrued but not taken from **four hundred one (401)** hours to **eight hundred (800)** hours shall be converted to pay, upon honorable termination of any nature, for **fifty percent (50%)** of hours accrued at the Employee’s regular rate of pay in effect at the date of termination. At the Employee’s option, sick leave accrued but not taken from **four hundred one (401)** hours to **eight hundred (800)** hours may be converted to vacation time, on the basis of one (1) hour for every two (2) hours accrued or fifty percent (50%), to be used prior to the Employee’s termination date. Hours accrued from eight hundred one (801) hours to one thousand (1,000) hours are not eligible for compensation or conversion.

After the employee exceeds 900 hours they have the ability to convert the hours (back to a minimum of 900 hours) at a ratio of one (1) hour for every two (2) hours accrued or fifty percent (50%). The maximum sick hours an employee can sell back is 48 hours, which will convert to 24 hours of vacation. The conversion will occur at the second paycheck in January. The converted hours will be added to the employee’s vacation bank. For example an employee at 1000 hours could sell back 48 hours and place 24 hours into their vacation bank.

Employees who terminate based on a disability may elect to either receive one hundred percent (100%) of the unused sick leave balance or remain in a paid status until the sick leave is exhausted.

For the purposes of this section 9.1, retirement, in addition to its usual meaning, shall include those employees with twenty (20) or more years’ service credit within the LEOFF II system who choose to end employment with the City on a voluntary, honorable basis, even though the Employee has not yet attained regular retirement age, as defined by LEOFF.

9.1.1 Accrued sick leave may be used only for:

- A. Absences resulting from an employee’s mental or physical illness, injury, or health condition; to accommodate the employee’s need for medical diagnosis, care, or

treatment of a mental or physical illness, injury, or health condition; or an employees' need for preventative care; and

- B. To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care for a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care; and
- C. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason; and
- D. For absences which qualify for leave under the domestic violence leave act.
- E. Other circumstances if authorized by the Chief of Police.

For the purposes of sick leave usage under this policy, "family member" is defined as:

- A child, including biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
- A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- A spouse;
- A registered domestic partner;
- A grandparent;
- A grandchild;
- A sibling.

At their election, Employees may use other accrued paid leave in place of or in addition to sick leave for any of the purposes described above.

- 9.1.2** Item (e) shall be subject to prior approval of the Chief of Police and shall be granted for the period of time required to meet the emergent situation considering all the circumstances such as distances involved, degree or kinship, etc.
- 9.1.3** The certificate of a doctor and/or written report concerning the need for the sick leave may be required by the Employer when an Employee is absent for a period in excess of four (4) days or based upon an individualized suspicion of sick leave abuse and, if so required, shall be supplied by the Employee in order to qualify for sick leave with pay.

Unreasonable Burden or Expense for Verification

If the employee believes that obtaining verification for use of paid sick leave would result in an unreasonable burden or expense, they must contact Human Resources orally or in

writing by completing the “Employee Verification for Authorized Use of Accrued Paid Sick Leave” form and submit the form to their department for processing.

The employee should indicate that the absence is for an authorized purpose and explain why verification would result in an undue burden or expense. If the Employee chooses to provide this information in writing rather than orally, the employee may complete the “Employee Verification of Authorized Use of Paid Sick Leave Form” found on the Human Resources webpage or provided by the employee’s supervisor, or the employee may send an email to Human Resources which provides the same information.

Within ten (10) calendar days of receiving the employee’s request, Human Resources will work with the employee to identify an alternative for the employee to meet the verification requirement in a way that does not result in an unreasonable burden or expense.

The City has the option to withhold sick leave payment for days taken in excess of three (3) consecutive days until verification is provided.

The employee has the right to contact the Mayor if the employee believes the proposed final alternative still results in an unreasonable burden or expense.

If an employee is not satisfied with the City’s final alternatives, they may consult with the Washington State Department of Labor and Industries.

9.1.4 In addition to the requirements herein, sick leave shall be granted and/or used in accord with applicable laws.

9.1.5 In the event of death of the Employee, payment for all unused sick leave up to **one thousand (1000)** hours shall be made to the surviving spouse or domestic partner or to the employee’s estate if there is no spouse, at the Employee’s regular straight time hourly rate of pay.

9.1.6 All Employees hired will accrue sick leave at the rate of **nine (9)** hours per month commencing with the date of hire. In the event of significant job related injury or illness to the Employee which is approved as a claim by Washington State Labor and Industries (L & I), the Employee may at the Employee’s option be placed on sick leave, and accrued sick leave (or if insufficient sick leave, then other paid leave) shall be utilized. In turn, the Employee shall sign over all payments received from L & I that relate to time loss from the Employer. The Employer will provide a sick leave supplement / “buy-back” for the affected Employee pursuant to RCW Title 41 LEOFF Supplement.

9.2 State Paid Family and Medical Leave Act (PFML) – Employees are eligible for paid family and medical leave consistent with the state PFML which became effective January 1, 2020. The premium costs for leave shall be split so that the Employer shall pay 50% of the premium and the employee shall pay 50% of the premium, effective the pay period following ratification of this contract.

9.3 Jury Leave – Necessary leave shall be allowed by the Employer to permit any Employee to report for jury duty or to serve as a member of a jury. The Employee shall receive from the Employer as compensation during this leave period regular salary. The Employee shall sign over to the Employer compensation received from the Courts for jury duty and remain on full paid status.

9.4 Bereavement Leave – In the event of a death in the “immediate family” of an Employee, the Department Head shall upon request grant the Employee bereavement leave with pay. The maximum number of workdays granted shall be three (3); provided however, in the event of unusual circumstances or if travel is required to attend a funeral, additional time not to exceed three (3) days may be granted. Such additional leave shall be deducted from the Employee’s sick leave account. The term “immediate family” shall include:

- Spouse or domestic partner and children, including step children of the Employee;
- Mother, Father, Brother, Sister of the Employee or spouse;
- Grandparents of the Employee or spouse;
- Grandchildren

9.5 Leaves of Absence – If approved by the Employer, non-probationary (permanent) Employees may take up to six (6) months leave of absence without pay. Such leaves shall not constitute a break in service but no benefits shall accrue during the leave of absence. See guidance in section 5.1 regarding Break in Service and Seniority.

9.6 Light-Duty – In the event a LEOFF II Employee suffers an illness or injury that prevents the Employee from performing their full range of duties for a period in excess of two (2) weeks, light-duty shall be assigned as authorized by the treating doctor pursuant to the terms outlined in **Article 9.6.3**.

9.6.1 Work Assignments – Light-duty status shall include work assignments within the Police Department that the Employee is released to perform by the Employee’s treating doctor until a full release for return to work is authorized.

9.6.2 Rate of Pay/Required Duty – Employees assigned light-duty status shall be paid at one hundred percent (100%) of their normal rate of pay. Employees shall work a forty (40) hour workweek schedule as determined by the Employer. Employees may work less than 40 hours per week (including partial days) if so ordered by the treating doctor. A forty (40) hour or less schedule includes changes to benefit calculations such as Kelly Hours.

9.6.3 Duration – A LEOFF II Employee with a favorable prognosis for return to full duty by the treating doctor will be assigned light-duty for a maximum period of **three hundred thirty six (336)** hours unless the Employee is earlier able to resume a full range of duties. The **three hundred thirty six (336)** hour period includes both full days and partial days on a prorated basis when required by the treating doctor. Such period may be extended upon mutual written agreement of the Employer and the Association on behalf of the Employee when the medical prognosis of the Employee being able to return to full Employment within a reasonable period of time is received by the Employer.

9.6.4 Medical Reinstatement List & Effective Life of List - Names on Civil Service Commission's (CSC) Medical Reinstatement List for a class of Employee shall be in order of separation to be established by the Commission. Names of Employees on the Medical Reinstatement List shall be carried **two (2)** years from the Employee's last date of employment.

ARTICLE X. INSURANCE

10.1 Coverage – The Employer shall make available to eligible regular full time Employees and their eligible spouses and dependents, an insurance program that includes medical, dental, vision insurance and employee assistance plan (EAP) benefit. For the purposes of this article, spouse also includes “registered domestic partner” as defined under Washington state law. This insurance program includes the following:

Medical Insurance - Employee shall choose between the Medical insurance plans offered by the City of Edmonds in accordance with the provisions of this Agreement.

Dental Insurance - Dental insurance is provided through the AWC Washington Dental Service Plan F with Option III (Orthodontia).

Vision Insurance - Vision insurance is provided through AWC Vision Service Plan (\$10.00 deductible).

EAP Plan - The Employee Assistance Program is provided through the provider as may be established by AWC.

Flexible Spending Account (FSA) – The City shall provide and administer a FSA using pre-tax deductions from employees for qualified medical, childcare, transportation, and other permitted uses as allowed by the Internal Revenue Service (IRS) Code Section 125 for employees. The City shall pay all fees for the establishment and maintenance of the FSA accounts for which it is legally allowed to pay.

10.2 The Employer shall pay the costs necessary to provide health, vision, life, dental and disability insurance plans specified in this agreement for all employees in the bargaining unit. The selection of a different/new provider shall be at the sole discretion of the Employer, provided that the benefit levels shall be substantially the same as those benefit levels in effect as of the signing of this agreement. In the event that the Employer receives notice of the termination of any plan specified in this agreement, the Employer will promptly notify the Association and the parties shall commence negotiation regarding replacement coverage and cost.

10.3 The Employer shall pay one hundred percent (100%) of those premiums necessary to maintain the existing level of hospital and medical care, dental care, orthodontic care, vision care, life and disability insurance coverage for each Employee. The Employer shall pay ninety percent (90%) of those premiums necessary to maintain the existing level of hospital, medical care, dental care, and orthodontic care insurance coverage for each Employee's Dependents.

10.3.1 The Employer shall pay ninety percent (90%) of those premiums necessary to maintain the existing level of vision care insurance coverage for each Employee who requires Dependent coverage.

10.3.2 Dependent Health Insurance Coverage Opt-out – In recognition that employees may have dual medical insurance coverage that is provided through the employee’s spouse’s employer, which may cover the spouse and/or dependents, the City is offering a dependent medical insurance coverage Opt-out program. Should an employee opt to not have a spouse and/or dependents covered by the City’s insurance plan, the employee will be entitled to 50% of the costs from the City’s portion of the insurance premiums associated with the spouse and/or dependent coverage. This benefit will be implemented in compliance with state and federal law.

Should the employee elect to Opt-out, the amount equal to 50% of the City’s premium costs shall be placed into the employee’s Deferred Compensation account. Employees are eligible for this benefit as of the date of hire, and have thirty (30) days from the date of hire to complete the Opt-out paperwork, Insurance Opt-out may thereafter occur only during a qualifying event, as defined by the health insurance plan, or on an annual basis during the regular open enrollment period for medical insurance.

10.3.3 Health Reimbursement Arrangement/Voluntary Employees’ Beneficiary Association (HRA/VEBA) - The City will establish an HRA/VEBA for each employee who is eligible and enrolled or covered by one of the City’s health insurance plans. The City agrees to pay all fees for the establishment and maintenance of the HRA/VEBA accounts for which it is legally allowed to pay. The City maintains the right to select the third-party management of the HRA/VEBA. The City agrees to make the following contributions to the HRA/VEBA accounts to eligible employees:

- A) 2020 - \$800 (Contribution to be made within forty-five (45) days of ratification)
- B) 2021 - \$300 (Contribution made January 1, 2021)
- C) 2022 - \$300 (Contribution made January 1, 2022)
- D) 2023 - \$300 (Contribution made January 1, 2023)

Employer’s contributions for 2021 – 2023 in the amounts of \$300 annually will be provided based upon the understanding that the bargaining unit will make a best faith effort to meet the annual participation requirements for the AWC Well City Award as outlined by AWC.

Association members, as a group, may elect to make mandatory employee contributions via payroll deductions into the HRA/VEBA as established by the City. Association members, as a group, may elect to have leave cash-outs deposited into the HRA/VEBA as established by the City. Elections for both mandatory employee contributions and sick leave cash-out contributions may be adjusted by a majority vote of the Association members no more than once per year and with appropriate notice to City.

10.4 Liability – The Employer shall pay one hundred percent (100%) of those premiums necessary to provide liability insurance for each Employee. The Employer shall provide legal counsel or reasonable attorney’s fees for representation and defense of lawsuits and to hold Employees harmless from any expenses connected with the defense, settlement or monetary judgments from such actions, claims, or proceedings arising out of or incident to acts and/or omissions occurring while the Employee was acting in good faith in the performance or purported failure of performance of official duties or employment and provided further that the Employee was not engaging in criminal or malicious misconduct. A criminal conviction shall be deemed conclusive but not exclusive proof of criminal misconduct for the purposes of this section. If the City elects

to pay reasonable attorney's fees hereunder, no claim for such payment may be made by an Employee prior to the conclusion of a criminal lawsuit.

- 10.5 Personal Possessions and Electronic Communications-** The City cannot assume responsibility for any theft or damage to the personal belongings of City employees, unless otherwise agreed in a Collective Bargaining Agreement. Therefore, the City requests that employees avoid bringing valuable personal articles to work. Employees are responsible for ensuring that their personal belongings are secure while at work. Employees should have no expectation of privacy as to any items or information generated/stored on City owned servers, desktop computers, laptops, tablets, flash drives, portable hard drives mobile phones, or other City owned IT devices. Employees are advised that work-related searches of an employee's work area, workspace, desk, City provided locker, computer and electronic mail on the City's property may be conducted without notice.

Use of Personal Electronic Devices for City Business: City employees are strongly discouraged from using their own personal electronic devices to conduct City business. This includes, but is not limited to: desktop computers, laptops, tablets, flash drives, portable hard drives and mobile phones. Should an employee use a personal device to conduct City business, the employee will be required to produce the appropriate records to respond appropriately to requests under the Public Records Act, RCW 42.56.

City information, records, data, emails, reports or any other writings pertaining to City business should not be stored on personal devices. All records must reside on the City network. Employees who are unclear on this policy language should consult with the Public Disclosure and Records Management Specialist.

- 10.6 Electronic and Telephonic Communications Outside of Regularly Scheduled Work Hours-** Non-supervisory employees are not expected to access City e-mails accounts or City voice mail accounts outside of their regularly scheduled hours of work.

This policy does not apply to the police department employees following department policy, to emergency situations, employees on call back, call out and stand-by or when the employee's supervisor has directed the employee to monitor e-mail or voice mail.

Please see Appendix F - INFORMATION SERVICES - ACCEPTABLE USE POLICY - for guidelines on use of City computers.

ARTICLE XI. UNIFORMS AND EQUIPMENT

- 11.1** The Employer shall provide the following uniform items to new Employees and replace any of the following uniform items of any Employee which in the reasonable opinion of the Employer require replacement, subject to the language of **Section 11.3**:

- Name Tags: One metal, requisite number of sewn on cloth name tags depending on types/numbers of uniforms selected by Employee;
- Shirts: Up to three long sleeve and three short sleeve;

- Trousers: Up to three pair;
- Trouser Belt: One;
- Jumpsuits: Up to two, with the understanding that each jumpsuit purchased by the Employer will be in lieu of the following three items collectively: one short sleeve shirt, one long sleeve shirt and one pair of trousers;
- Hat: One, with Rain Cover;
- Baseball Cap: One provided upon employee's request;
- Knit Watch Cap: One provided upon employee's request;
- Turtlenecks: One provided upon employee's request;
- Ties: One for Employee opting for Employer provided jumpsuit, two for other Employees;
- Tie Bar: One;
- Department Insignia: One pair;
- Shoulder Patches: Number dependent upon types/numbers of uniforms selected by Employee;
- Badges: Two(one each for hat and uniform);
- Shoes or boots: One pair;
- Collapsible or Wooden Baton with Holder: One(designated by Employer);
- 3 in 1 Patrol Jacket : One;
- Rain Pants: One;
- Reflective Traffic Vest: One;
- Ballistic Vest: One;
- External Vest Carrier and Accessories: One;

Additional items for K-9 Officers:

- Jumpsuits- three (3);
- Boots 2 pair;
- Cap 1;
- Insulated vest (K-9 only) 1;

Additional items for Motorcycle Officers:

- Helmets- two (2);
- Boots 2 pair consisting of one pair leather boots and one pair all-weather boots;
- Leather Jacket 1;
- Rain Suit (Jacket, pants, boots) 1;
- Cap 1;
- Breeches 3;
- Insulated Pants 1;
- Scarves (Blue or White) 2;
- Gloves (light and medium weight) 1 pair each;
- Safety Glasses (dark and clear) 1 pair each;
- Jumpsuit 1;
- Ear Plugs 1;

Additional items for Street Crimes Officers:

Subdued uniform items consisting of;

- Pants 2 pair
- Shirts 3

- Jacket 1
- Chain badge holder 1

The Employer is responsible for procurement of new jumpsuits. Any jumpsuits previously purchased by an Employee at the Employee's expense will be owned by the Employee, not subject to reimbursement by the Employer. However, an Employee may utilize the City contracted dry cleaning services for a privately owned jumpsuit.

It is understood, and agreed to by the parties, that each Employee shall maintain a minimum of one (1) Class A (long sleeve) Uniform as part of his/her issued uniform items.

- 11.2** The Employer shall provide each “**Detective and Administrative assigned Employee**” a clothing allowance in the amount of **nine hundred dollars (\$900.00)** per calendar year. This amount shall cover the purchase of clothing. Employees who are initially assigned to plain clothes duty during the year shall be paid the full annual amount at the start of the assignment. An Employee receiving the full annual amount “up-front” will not be eligible to receive any further clothing allowance until completion of the first year of assignment. If an employee elects to leave the assignment within the first year the employee shall repay the clothing allowance on a pro rata basis at the time of reassignment. Professional/Plain clothes Employees are subject to the provisions of **Section 11.2.1, 11.5 and 11.6** below. All payments will be a separate check or direct deposit.

11.2.1 In an effort to clarify garments covered by this Section, only items used during employment will be covered. Dry Cleaning/Laundry Service will be provided based on a weekly average as follows: e.g.

- Four (4) items Dry Cleaned or;
- Two (2) items Dry Cleaned and four (4) items Laundered

- 11.3** Employees shall be furnished the required weapon, handcuffs, leather goods and other equipment authorized and required. Employees may choose to furnish their own weapon provided it meets the requirements of the Department and the Employer has no responsibility for replacement or repairs in the event of loss or damage.

- 11.4** The Employer shall provide contract dry cleaning service at no cost to Employees for the cleaning care and maintenance of uniform items listed above. Each uniformed Employee shall be allowed to have two sets of shirts and trousers cleaned per work period. Additional cleaning and maintenance for uniform items shall be as authorized by the Employer.

11.4.1 Employee's assigned to plain clothes assignments that receive clothing allowances under **Section 11.2** may have uniforms (not to exceed two sets per work period) cleaned following City sponsored/assigned details that required the use of a uniform.

- 11.5** The Employee shall be held accountable for all uniform items and all other equipment so assigned to the Employee by the Employer. Loss or destruction of items of clothing or protective devices shall be replaced by the Employer where said loss was incurred as direct result of the performance

of the Employee while on the job, or as the result of an occurrence not due to the Employee's wrongful act or willful negligence. Any uniform items or equipment assigned to an Employee which is lost or mutilated or requires replacement as a direct result of the Employee's wrongful act or willful negligence shall be replaced at the Employee's expense from a supplier designated by the Employer.

11.6 All uniform items and equipment issued by the Employer to each Employee shall be the property of the Employer.

11.7 No clothing allowance that remains in effect shall accrue during any period in excess of thirty (30) days in which the Employee is on approved disability, and if previously paid it shall be refunded by the Employer through payroll deduction on a pro rata basis.

ARTICLE XII. MISCELLANEOUS

12.1 **Driver's License Checks** – While operating City of Edmonds vehicles, all Employees must have a valid Washington State Driver's License in their possession at all times. This is required for compliance with state law and is also required by the City's insurance carrier. No less frequently than on an annual basis, the City will enter the Employee's Washington State Driver's License number into the publicly accessed Washington State Department of Licensing webpage to check driver license status.

12.1.1: Employees who operate City of Edmonds vehicles shall immediately notify their respective Assistant Chief through proper chain of command any time the employee's driver license for any reason becomes suspended, revoked or is in any way not valid or current. Employees shall not resume operation of any City vehicle until a valid, current driver's license is presented to their respective Assistant Chief.

12.2 **Auto Vehicle Locator (AVL)** - When the Edmonds Police Department begins using AVL technology in its vehicles which are operated by Edmonds Police Department employees, the City agrees that it will not review and use AVL data with the intent of generating any complaints or internal investigations against an Edmonds Police Department employee. AVL data may be used as corroborating evidence to prove or disprove allegations of misconduct made against an Edmonds Police Department employee. The City shall not rely solely on AVL data to sustain any allegation. Corroborating evidence is evidence which strengthens, adds to or confirms already existing evidence. AVL data shall not be used to monitor or evaluate an Edmonds Police Department employee's performance without precipitating cause. AVL data will be used to enhance officer safety and efficiency and is not intended to replace effective first-level supervisory practices, including knowledge of subordinates' activities on shift. AVL data shall not be used solely as a personnel management tool.

12.2.1 In the case of Edmonds Police Department employees having assigned take home vehicles, the City shall comply with RCW 42.56.250 and must redact all identifiable information from a records request for AVL data that would disclose a member's residential location and/or address.

12.3 Narcotics Detective Selection - Employees seeking assignment as a Narcotics Detective with the South Snohomish County Narcotics Task Force or any successor organizational Unit or Task Force shall have a credit check performed by the Employer subsequent to the final selection but prior to such assignment. The purpose of the credit check is to review any outstanding debt/creditors that may place the Employee in the position of being unduly influenced or intimidated. In performing such check, the Employer will specifically seek information on indebtedness outside of usual, customary and timely paid obligations (usual and customary include mortgage, auto loans, credit cards).

12.3.1 Should the Employee dispute any information of concern on the credit report, the Employee may contest this information within ten business days from the date of any questionable credit report information that was presented to the Employee by the Employer.

12.3.2 Following review of the credit report by the Employer, the report will be given to the Employee for retention or destruction. The report will not serve as the basis for further investigation, nor will the information therein be used as a basis for disciplinary action. No copies of the Employee's credit report shall be retained by the City, South Snohomish County Narcotics Task Force or any succeeding Multijurisdictional Unit or Task Force. Should the Employee not be desirous of having the Employer conduct a credit check, the Employee will be allowed to withdraw from the selection process without prejudice.

12.4 Bill of Rights – Employees covered by this Agreement shall be entitled to those Rights specified in the attached Officers Bill of Rights, **APPENDIX “B”**, which by this reference is incorporated herein as if set forth in full.

12.5 Management Rights – The Association recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and the powers and authority which the Employer possesses.

12.5.1 The Association recognizes the exclusive right of the Employer to establish reasonable work rules. Provided, that nothing in this Section shall be construed as a waiver of any Rights the Association may have pursuant to **RCW 41.56**.

12.5.2 The Employer has the Right to schedule overtime work as required in a manner most advantageous to the Employer and consistent with the requirements of municipal employment and the public interest and to require pre-approval for any overtime worked when possible.

12.5.3 Every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the Employee.

12.5.4 The Employer reserves the Right to discipline or discharge for cause. The Employer reserves the Right to lay-off for lack of work or funds or the occurrence of conditions beyond the control of the Employer or where such continuation of work would be wasteful and unproductive. The Employer shall have the Right to determine reasonable schedules of work, work standards and to establish the methods and processes by which such work is performed.

12.5.5 The Employer retains the Right to determine which work assignments may be assigned take home vehicles except as currently being allowed which are K-9, SRO and Motorcycle Employees. The use of a take home vehicle may be discontinued for good cause. No take home vehicle will be assigned to any Employee who resides or subsequently moves beyond a radius of twenty (20) miles from the nearest City limits. All fees or tolls (ferry, parking etc.) associated with a take home vehicle, other than approved business expenses are the responsibility of the Employee. Motorcycles that are allowed to be taken home shall be secured inside an adequate structure at the Employees residence.

12.6 **Definitions** – “Days” when used in this contract shall refer to “calendar days” unless otherwise specified.

12.7 The parties agree that the current version of the City’s Personnel Policies will apply to EPOA membership, with the exception of the following policies: Personal Possessions and Electronic Communications; Substance Abuse; and Drug and Alcohol Testing Policies and Procedures.

12.7.1 The following policies apply to the employees covered by this Agreement and where there is conflict with any City personnel policy, whether specifically named in Article 12.7, the attached policies prevail. Personal Possessions and Electronic Communications (Appendix F); and Substance Abuse and Drug & Alcohol Testing Procedures (Appendix E)

ARTICLE XIII. NO STRIKE PROVISION

13.1 Nothing contained in this Agreement shall permit or be construed to grant any Employee or group of Employees the Right to strike or refuse to perform their prescribed duties.

13.2 During the life of this Agreement there shall be no strikes or refusal to perform official duties and there shall be no lockout.

ARTICLE XIV. DISCHARGE OR SUSPENSION

14.1 **Generally** – The tenure of Employees covered by this Agreement shall be only during good behavior and any such person may be removed or discharged, suspended without pay, demoted or reduced in rank or deprived of vacation privileges or other special privileges for cause.

14.2 **Physical Fitness** – The Employer and the Association agree that satisfactory performance of Police Department duties requires that Employees maintain physical fitness. Each Employee shall maintain a level of physical fitness to adequately perform the essential functions of their job.

ARTICLE XV. GRIEVANCE PROCEDURE

15.1 A Grievance shall be defined as an issue relating to the interpretation, application or violation of any terms or provisions of this Agreement. An Employee may either “**Grieve**” discipline or “**Appeal**” said discipline to the Civil Service Commission (CSC), provided that a Grievance shall not be processed if any Employee has previously filed a Civil Service Appeal over the same matter

and provided further, that the subsequent filing of a Civil Service Appeal shall operate to withdraw a Grievance, previously filed over the same matter.

15.1.1 When an Employee has a Grievance it shall immediately be brought to the attention of the immediate Supervisor and the Employee and Supervisor shall attempt to settle the Grievance. If the Grievance cannot be settled, the Employee shall state the Grievance **in writing** and present it to the Supervisor in accordance with the procedure set forth below.

15.1.2 An Employee and/or the Association may bring a Grievance at the appropriate step:

- within **thirty (30)** days of the occurrence of an alleged Violation, or
- within **thirty (30)** days,

of when the Employee and/or Association, by reasonable diligence, should have known of the occurrence of said Violation, provided that no remedy may be applied retroactively more than **sixty (60)** days prior to the actual filing of the Grievance.

15.1.3 The immediate Supervisor shall make every effort to resolve the Grievance:

- within **twenty (20)** days.

Failure of the immediate Supervisor to resolve the Grievance:

- within the **twenty (20)** day period,

shall permit the Employee and/or Association the Right to submit a written demand:

- within **twenty (20)** days,

of the Supervisor's answer for resolution of the alleged Violation to the Chief of Police or designee. The Chief or designee shall either schedule a meeting with the Association to discuss the Grievance or respond to the Grievance:

- within **twenty (20)** days.

If a meeting is scheduled, the Chief or designee shall be granted:

- an additional **twenty (20)** days, from the date of the meeting to respond.

15.1.4 Failure of the Chief of Police to resolve the Grievance (involving only issues that have a monetary penalty proposed), within the time lines outlined in **Section 15.1.3**, shall permit the Employee and/or Association the Right to submit a written demand:

- within **twenty (20)** days,

of the Chief's answer for resolution of the alleged Violation to the Mayor or designee. The Mayor or designee shall either schedule a meeting with the Association to discuss the Grievance or respond to the Grievance:

- within **twenty (20)** days.

If a meeting is scheduled, the Mayor or designee shall be granted:

- o an additional **twenty (20)** days,

from the date of the meeting to respond.

15.1.5 If the Association is not satisfied with the City's response, it may submit a demand for Arbitration to the Employer in writing within thirty (30) days.

15.1.6 The Employer and the Association shall immediately thereafter select an Arbitrator to hear the dispute. If the Employer and the Association are not able to agree upon an Arbitrator within **ten (10)** days, after receipt by the Employer of the written demand for arbitration, the Association may request a list of **seven (7)** Arbitrators from the Federal Mediation and Conciliation Service. After receipt of 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. The party to strike first shall be determined by a flip of a coin.

15.2 Nothing herein shall prevent an Employee from seeking assistance from the Association or the Association from furnishing such assistance at any stage of the Grievance procedure.

15.3 The expenses of the Arbitrator and the cost of any Hearing Room shall be borne equally by the parties. In all instances, attorney's fees shall be the responsibility of each individual party.

15.4 If either party fails to take the action required within the times provided herein, the party failing to act shall forfeit its Right to further protest the Grievance, denial of the Grievance or interim recommended solution provided that the time frames enumerated herein may be extended with the mutual written agreement of the parties.

15.5 Matters within the Jurisdiction of the Civil Service Commission (CSC) shall not be subject to this Grievance procedure unless they are covered by the specific terms and conditions of this Agreement, provided nothing herein constitutes a waiver of the Association's Right to bargain pursuant to **RCW 41.56**.

15.5.1 By mutual agreement between the Association representative and the Mayor's Office or when that step is the lowest level at which a matter may be resolved, an Employee or the Association may initiate a Grievance at the Chief's level.

ARTICLE XVI. SAVINGS CLAUSE

16.1 All provisions of this Agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by a court of competent jurisdiction or rendered invalid by operation of federal or state statute. In such event either party may request re-negotiations of such invalid provisions for the purpose of adequate and lawful replacement thereof, provided however, that such finding shall have no effect whatsoever on the balance of this Agreement

ARTICLE XVII. DURATION

17.1 This Agreement shall be effective January 1, 2020, and shall remain in full force through December 31, 2023.

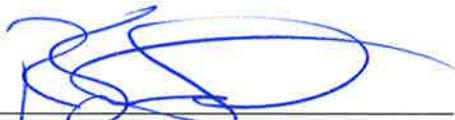
ARTICLE XVIII. ENTIRE AGREEMENT

18.1 The parties agree that each has had full and unrestricted Right and opportunity to make, advance, and discuss all matters properly within the province of collective bargaining. The above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as contained herein. Each party for the term of this Agreement specifically waives the Right to demand or to petition for changes herein or additions hereto.

CITY OF EDMONDS, WASHINGTON

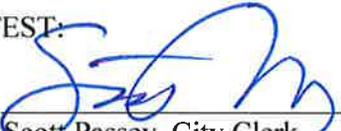
**EDMONDS POLICE OFFICERS
ASSOCIATION**

BY: 
Mike Nelson, Mayor

BY: 
Ross Sutton, EPOA President

DATE: 7/15/20

DATE: 07/15/2020

ATTEST:
BY: 
Scott Passey, City Clerk

DATE: 7-15-2020

APPENDIX "A"
to the
AGREEMENT
by and between
CITY OF EDMONDS, WASHINGTON
and the

EDMONDS POLICE OFFICERS' ASSOCIATION
(Representing the Law Enforcement Commissioned Employees)

THIS APPENDIX is supplemental to the AGREEMENT by and between the, CITY OF EDMONDS, WASHINGTON, hereinafter referred to as the Employer, and the EDMONDS POLICE OFFICERS' ASSOCIATION, hereinafter referred to as the Association.

APPENDIX "A"
COMPENSATION

A.1

- **Effective and retroactive to January 1, 2020 the wage scale shall be increased by 4% across the board.**
- **Effective July 1, 2020 the wage scale shall be increased by 3% across the board.**
- **Effective January 1, 2021 the wage scale shall be increased by 3% across the board.**
- **Effective July 1, 2021 the wage scale shall be increased by 1% across the board.**
- **Effective January 1, 2022 the wage scale shall be increased by 2.5% across the board.**
- **Effective July 1, 2022 the wage scale shall be increased by 1% across the board.**
- **Effective January 1, 2023 the wage scale shall be increased by 2.5% across the board.**

The position of **Corporal** will be paid at a step fixed at **nine and one half percent (9.5%)** above top step of First Class Police Officer. The position of **Sergeant** will be paid at a step fixed at **nineteen percent (19%)** above top step of First Class Police Officer. Upon initial promotion and during the twelve (12) month probation period, Corporals shall be paid at least five percent (5%) above the top step of the First-Class Police Officer. Upon initial promotion and during the twelve (12) month probation, Sergeants shall be paid at five percent (5%) above step 2 of the Corporal salary schedule. Both Corporals and Sergeants shall advance to step 2 after completion of probation which shall be twelve (12) consecutive months, unless extended via the established process as outlined in the Civil Service Rules and Regulations.

Unless otherwise noted, all steps in Section A.1.1 shall be a one year duration.

A.1.1 All Employees shall participate in Employer’s payroll “direct deposit” program.

JANUARY 1, 2020 PAY GRADE CLASSIFICATION MONTHLY RATES OF PAY *

	<u>STEP 1</u> <u>00 – 06 Months</u>	<u>STEP 2</u> <u>07 Months +</u>
<u>NE 9</u> <u>Second Class Police Officer</u>	<u>\$5,773</u>	<u>\$5,980</u>

	<u>STEP 1</u> <u>N/A</u>	<u>STEP 2</u> <u>0-6months</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
<u>NE 11</u> <u>First Class Police Officer</u>		<u>\$6,506</u>	<u>\$6,720</u>	<u>\$6,997</u>	<u>\$7,339</u>	<u>\$7,710</u>

	<u>STEP 1</u>	<u>STEP 2</u>
<u>NE 12</u> <u>POLICE CORPORAL</u>	<u>\$8,096</u>	<u>\$8,442</u>

	<u>STEP 1</u>	<u>STEP 2</u>
<u>NE 13</u> <u>POLICE SERGEANT</u>	<u>\$8,865</u>	<u>\$9,174</u>

*Standard rounding was used in this table. Actual amounts in the payroll system may differ slightly due to this.

- A.2 Longevity Pay** – An Employee shall receive in addition to their monthly rate of pay set forth within **Section A.1**, monthly Longevity Pay in accordance with the following.

SENIORITY MONTHLY LONGEVITY PAY

- After 5 years 3% of Employee's monthly rate of pay
- After 10 years 5% of Employee's monthly rate of pay
- After 15 years 7% of Employee's monthly rate of pay
- After 20 years 9% of Employee's monthly rate of pay

- A.3 Physical Fitness Pay** – Any Second Class Police Officer who has completed the twelve (12) month probation period, and any other Employee who fulfills the Physical Fitness Standards set forth within **APPENDIX "C"** shall receive in addition to their monthly rate of pay set forth within **Section A.1**, as further amended by **Section A.12** and all subsequent wage increases, a monthly Physical Fitness Pay equal to one and one-half percent (1.5%) of the above referenced monthly rate of pay, provided the Chief of Police has discretion to waive the testing requirements as he deems appropriate. With the exception of injuries incurred while on-duty, any Officer who is unable to participate in the annual Physical Fitness testing process for medical reasons exceeding ninety (90) days duration beyond the last scheduled primary testing date will be deemed ineligible to collect the Physical Fitness Pay for the next calendar year. Each Employee injured while on duty is entitled to one year's compensation per individual injury with a doctor's written waiver.

- A.4 Education Pay** – Any First Class Police Officer or Employee of a higher classification shall receive in addition to their monthly rate of pay set forth within **Section A.1**, as further amended by **Section A.12** and all subsequent wage increases, monthly Education Pay in accordance with the following:

JOB RELATED COLLEGE CREDITS MONTHLY EDUCATION PAY

- AA degree or 90 credits 2% of Employee's monthly rate of pay
- 135 credits 4% of Employee's monthly rate of pay
- BA degree 6% of Employee's monthly rate of pay

A.4.1 Job related college credits shall mean all credits accepted by a nationally accredited college or university.

- A.5 Specialty Assignments**

A.5.1 Detective Assignment – Each Detective position, with the exception of the Narcotics Sergeant (which is governed by a Inter local agreement), shall be on a **five (5)** year rotation, except that the Chief of Police may extend any assignment, for up to six (6) months, for good cause and based on department need. The Chief of Police may designate one (1) Detective position for every two (2) assigned Detective positions, excluding Detective Sergeants and the Narcotics Detective, as having an "**indeterminate rotation**" period to provide for a core of experienced Detectives in assignments such as Crimes Against Persons, Sexual Assault, Intelligence and/or Computer crimes. After a minimum of five (5) years, the incumbents in the designated positions will be reviewed annually for extension based on overall performance and department need criteria. The designated positions are not considered permanent assignments and are subject to rotation at the discretion of the Chief of Police at the end of each annual review. In the

absence of extenuating circumstances, or promotion, candidates will be expected to serve a minimum of three (3) years in the assignment before voluntarily leaving. At the conclusion of any full five (5) year rotation cycle, the currently assigned Detective may re-apply for the position, with the understanding that they will receive no special preference in the selection process. The Chief of Police will make all Detective selections based upon the Employees applying for the position and their attributes. The term attributes is to include consideration of the career development needs of the individual and the organization. All Detective positions shall be, at the origination and termination, for just cause. Termination for just cause may occur at any time during the assignment.

If the currently assigned Detective in a five (5) year rotation position is selected, that person will have a two (2) year full rotation cycle. Unless, the incumbent is the sole applicant pursuant to the selection process, and whereby the Chief of Police desires to reappoint the incumbent to the same position, said rotation cycle shall be five years in duration.

An Employee who is regularly assigned duties as a Detective shall receive a four percent (4.0%) pay incentive while so acting in such capacity. However, in recognition of the use of an assigned Employer or governmental vehicle, any Detective assigned to the South Snohomish County Narcotics Task Force, the Joint Terrorism Task Force, and up to two (2) Detectives assigned to the SMART team shall receive a three percent (3%) pay incentive. Should a Detective assigned to the SMART team choose to decline a take home vehicle, the Detective shall receive the same incentive as those Detectives who do not receive a take home vehicle. The City will not be responsible for any ancillary costs related to the employee's use of a take home vehicle such as road tolls and ferry fees. All city owned assigned vehicles shall be operated in accordance with Department policy.

A.5.2 Motorcycle Assignment – Each Motorcycle position shall be on a **five (5)** year rotation, except that the Chief of Police may extend any assignment, for up to six (6) months, for good cause and based on department need. The Chief of Police may designate a maximum of one (1) Motorcycle position for every two (2) assigned Motorcycle positions to be classified as having an **“indeterminate rotation”** period to provide for a Criminal Justice Training Commission (CJTC) certified or sanctioned Motorcycle Instructor and/or Collision Reconstructionist. After a minimum of five (5) years, the incumbent in the designated position will be reviewed annually for extension based on overall performance and department need criteria. The designated position is not considered a permanent assignment and is subject to rotation at the discretion of the Chief of Police at the end of each annual review. In the absence of extenuating circumstances, or promotion, candidates will be expected to serve a minimum of three (3) years in the assignment before voluntarily leaving. At the conclusion of any full five (5) year rotation cycle, the currently assigned Motorcycle Officer may re-apply for the position, with the understanding that they will receive no special preference in the selection process. The Chief of Police will make the selection based upon the Employees applying for the position and their attributes. The term attributes is to include consideration of the career development needs of the individual and the organization. All Motorcycle positions shall be, at the origination and termination, for just cause. Termination for just cause may occur at any time during the assignment.

If the currently assigned Motorcycle Officer in a five (5) year rotation position is selected, that person will have a two (2) year full rotation cycle. Unless, the incumbent is the sole applicant pursuant to the selection process, and whereby the Chief of Police desires to

reappoint the incumbent to the same position, said rotation cycle shall be five years in duration.

An Employee who is regularly assigned Motorcycle duties shall receive a three percent (3.0%) pay incentive while so acting in such capacity. An Employee that is trained to the level of Collision Reconstructionist will be considered a Traffic Detective and shall receive four percent (4%) pay incentive while acting in such capacity.

A.5.3 Traffic Officer Car Assignment Each Traffic Officer assigned to a car position shall be on a five (5) year rotation, except that the Chief of Police may extend any assignment, for up to six (6) months, for good cause and based on the department need. The Chief of Police may designate a maximum of one (1) Traffic Officer position to be classified as having an “**indeterminate rotation**” period to provide for a Collision Reconstructionist or Drug Recognition Expert (DRE). After a minimum of five (5) years, the incumbent in the designated position will be reviewed annually for extension based on overall performance and department need criteria. The designated position is not considered a permanent assignment and is subject to rotation at the discretion of the Chief of Police or designee at the end of each annual review. At the conclusion of any full five (5) year rotation cycle, the currently assigned Traffic Officer may re-apply for the position, with the understanding that they will receive no special preference in the selection process. The Chief of Police will make the selection based upon the Employees applying for the position and their attributes. The term attributes is to include consideration of the career development needs of the individual and the organization. All Traffic Officer positions shall be, at the origination and termination, for just cause. Termination for just cause may occur at any time during the assignment.

If the currently assigned Traffic Officer in a five (5) year rotation position is selected, that person will have a two (2) year full rotation cycle. Unless, the incumbent is the sole applicant pursuant to the selection process, and whereby the Chief of Police desires to reappoint the incumbent to the same position, said rotation cycle shall be five years in duration.

An Employee who is regularly assigned Traffic Officer duties shall receive a three percent (3%) pay incentive while so acting in such capacity. An Employee that is trained to the level of Collision Reconstructionist will be considered a Traffic Detective and shall receive four percent (4%) pay incentive while acting in such capacity.

A.5.4 K-9 Officer Assignment - Each K-9 Officer position shall be on a **five (5)** year rotation, except that the Chief of Police may extend any assignment to include the length of the dogs working life, or for up to six (6) months for other good cause and based on department need. In the absence of extenuating circumstances, or promotion, candidates will be expected to serve a minimum of three (3) years in the assignment before voluntarily leaving. At the conclusion of any full rotation cycle, the currently assigned K-9 Officer may re-apply for the position, with the understanding that they will receive no special preference in the selection process. The Chief of Police will make the selection based upon the Employees applying for the position and their attributes. The term attributes is to include consideration of the career development needs of the individual and the organization. The K-9 Officer position shall be, at the origination and termination, for just cause. Termination for just cause may occur at any time during the assignment.

An Employee who is regularly assigned K-9 Officer duties shall receive a three percent (3.0%) pay incentive while so acting in such capacity. The K-9 Officer shall also receive fifteen (15) hours compensatory time per calendar month, at straight time, while so acting in such capacity.

- A.5.5** Any Employee who is regularly assigned as;
- Professional Standards Sergeant Assignment
 - Administrative Sergeant Assignment
 - Training Corporal Assignment

shall receive a four percent (4.0%) pay incentive while acting in such capacity. The above noted positions shall be on a five (5) year rotation cycle under the same terms as noted in **A.5** pertaining to five (5) year rotational positions only.

A.5.6 Special Operations Sergeant – A Special Operations Sergeant (Spec Ops Sgt) will be assigned as a uniform position, in Field Services Division, shall be on a five (5) year rotation, except that the Chief of Police may extend any assignment, for up to six (6) months, for good cause and based on the department need. At the conclusion of any full five (5) year rotation cycle, the currently assigned Special Operations Sergeant may re-apply for the position with the understanding that they will receive no special preference in the selection process. The Chief of Police will make the selection based upon the Employees applying for the position and their attributes. The term attributes is to include consideration of the career development needs of the individual and the organization. All Special Operations Sergeant positions shall be, at the origination and termination, for just cause. Termination for just cause may occur at any time during the assignment.

If the currently assigned Special Operations Sergeant in a five (5) year rotation position is selected, that person will have a two (2) year full rotation cycle. Unless, the incumbent is the sole applicant pursuant to the selection process, and whereby the Chief of Police desires to reappoint the incumbent to the same position, said rotation cycle shall be five years in duration.

An Employee who is regularly assigned Special Operations Sergeant duties shall receive a three percent (3%) pay incentive while so acting in such capacity. An Employee that is trained to the level of Collision Reconstructionist will be considered a Traffic Detective Sergeant and will receive a total of 4% pay incentive while so acting in such capacity.

A.5.7 For the purposes of term of assignment for personnel assigned to specialty positions herein and who are receiving incentive pay for such assignment, the parties agree that when an incumbent is the sole applicant for the same assignment upon completion of either a five year term of service, or an additional two year term of service, the new rotation cycle will be for a five year period, subject to reappointment by the Chief of Police.

A.5.8 Street Crimes Unit - Each Street Crimes position (Sergeant or Officer) shall be on a three year rotation except that the Chief of Police may extend any assignment for up to six months for good cause and based on Department need, or in the case of initial assignment to the Unit, said term of rotation for an officer position is agreed to be three years plus an additional six months to provide for overlap transition of personnel within the Unit. At the conclusion of any full three year rotation cycle (or in the case of a staggered appointment, an original three year plus six months rotation cycle), the

currently assigned Street Crimes Sergeant or Street Crimes Officer may re-apply for the position, with the understanding that they will receive no special preference in the selection process; that the Chief of Police will make the selection based upon the employees applying for the position and their attributes, including consideration of the career development needs of the individual and the organization. If the currently assigned Street Crimes Sergeant or Street Crimes Officer in a three year (or three years plus six months) rotation position is selected, that person will have a one year rotation cycle, except that under the specific circumstance when the solicitation for applicants is posted and the incumbent is the sole applicant pursuant to the selection process, and the Chief of Police desires to reappoint the incumbent to the same position, said rotation cycle will be of three years duration. All Street Crimes positions shall be at the origination and termination for just cause. Termination for just cause may occur at any time during the assignment.

The work schedule rotation will be four days on/four days off, and the hours of work will be 1200 to 2400, working two days with the blue side of patrol and two days with the silver side of patrol, subject to short notice for schedule changes and subject to approval of the Assistant Chief of Police – Field Services. It is understood that the parties may further modify the work schedule rotation and normal hours of work specified herein upon mutual written agreement to be made part of this collective bargaining agreement.

An Employee who is regularly assigned to a Street Crimes position shall receive a four percent (4%) pay incentive while so acting in such capacity.

- A.6 Pay Step Advancement** – Advancement to the next higher pay Step shall be made after an Employee has been paid at a given pay Step for the period of time designated in **Section A.1**. If the completion of such period of time occurs at other than the beginning of a semi-monthly pay period, the advancement to the next pay Step shall become effective at the beginning of a semi-monthly pay period.
- A.7 Promotional Reclassification** – An Employee promoted from one classification to another shall be placed into the lowest pay Step of the higher classification which still provides for a monthly minimum rate of pay, five percent (5%) higher than that currently being received by the promoted Employee.
- A.8 Demotion Reclassification** – An Employee demoted from one classification to another shall be placed into the pay Step affording the same number of months service time that the Employee had prior to the demotion to the lower classification.
- A.9 Classification of Patrol Officers** – Newly employed Officers without prior significant experience shall be classified as Second-Class Patrol Officers in Pay Grade NE9. After one (1) year of employment Officers shall be qualified to advance to First Class Patrol Officer in Pay Grade NE11. Advancements are subject to Civil Service Commission Rules and Regulations. Laterals will be hired at NE11 Step C/IV and will receive a Step increase at the completion of probation.
- A.10** The rates of pay set forth within **Section A.1** provide for the maximum time an Employee shall be employed in any one particular pay Step. The Employer shall have the right to place a New Hire Employee in any pay Step set forth within **Section A.1**, in which event, advancement of said Employee to each of the next higher pay Steps shall be automatic

upon completion of six (6) months in pay Step 1 and/or twelve (12) months in each higher pay Step except as noted in **Section A.10**.

- A.11 Out of Class Pay** – First Class Officers working Out of Classification shall be paid at the Corporals rate of pay for each hour assigned to fill in for a supervisor.
- A.12 Compensation of FTOs** – Certified Field Training Officers when actually performing as an FTO in the training of entry level or lateral entry police officers in a formal field training program shall be compensated at the rate of one and one-quarter (1.25) hours of straight time compensatory time per shift of training. No compensation shall be paid when not actually engaged in training of new officers.
- A.13 Deferred Compensation** - Starting January 1, 2017 the City will contribute 4% of the employees' base wage into a deferred compensation plan of the employees' choice. The employee will choose one of the three plans currently offered by the City.
- A.14 Ancillary Duty Pay** - In exchange for removal of the Sick Leave Incentive Bonus program the following Ancillary Duty Pay will be provided as outlined below. Those employees performing ancillary duties as outlined below, as of the date of City Council approval of the contract, shall receive payments retroactive to January 1, 2020 or as of the date of their assignment, should it have occurred after January 1, 2020.

It is the intent of the parties that adding the Ancillary Duty Pay and removing the Sick Leave Incentive Bonus has a generally cost neutral effect to the total value of the contract now and in the future.

Ancillary duties are those duties performed listed below which are in addition to patrol duty or specialty duty. Employees, including Sergeants and Corporals will be selected through a competitive testing process for assignment to ancillary duties. If not employee applies for the position the Chief may appoint any employee to the position.

Ancillary duties may have a minimum and maximum time commitment.

Employees assigned to an ancillary duty, as listed below, shall receive an additional one percent (1%) incentive pay of the employee's current base wage classification with a maximum of two percent (2%) if an employee is assigned to more than one ancillary duty.

Ancillary Duty Pay Eligible assignments:

- Firearms Instructors
- Defensive Tactics Instructors
- Less Lethal Instructors

**APPENDIX “B”
to the
AGREEMENT
by and between
CITY OF EDMONDS, WASHINGTON
and the
EDMONDS POLICE OFFICERS’ ASSOCIATION**

(Representing the Law Enforcement Commissioned Employees)

THIS APPENDIX is supplemental to the AGREEMENT by and between the, CITY OF EDMONDS, WASHINGTON, hereinafter referred to as the Employer, and the EDMONDS POLICE OFFICERS’ ASSOCIATION, hereinafter referred to as the Association.

**APPENDIX “B”
BILL OF RIGHTS**

B.1 Employee Rights: It is agreed that the City has the Right to discipline, suspend, or discharge any Employee for just cause.

B.2 Bill of Rights:

B.2.1 In an effort to ensure that investigations made by an Officer as designated by the Chief of Police of the Police Department are conducted in a manner which is conducive to good order and discipline, the Employees shall be entitled to the protection of what shall hereafter be termed as the “**Employee Bill of Rights.**”

B.2.2 Every Employee who becomes the subject of an Internal Affairs (I/A) investigation, as defined by department policy, shall be advised in writing at the time of the interview that they are suspected of:

- (a) Committing a criminal offense; or
- (b) Misconduct that would be grounds for termination, suspension, or other economic sanction; or
- (c) Not being qualified for continued employment with the Police Department (such as job competency or fitness for duty).

B.2.3 Any Employee who becomes the subject of a criminal investigation shall have all Rights accorded by the State and Federal Constitutions and Washington State law.

B.2.4 The Employee under investigation must, at the time of an interview, be informed of the name of the Officer in charge of the investigation and the name of the Officer who will be conducting the interview.

B.2.5 Forty-eight (48) hours before an **Internal Affairs (I/A) Investigation** interview commences, any Employee who is the subject of an Internal Affairs Investigation shall be informed, in writing, of the nature of the

investigation, that the Employee is considered a “suspect” in the investigation and shall include the following information:

- Who is the complainant or the victim,

- what reportedly took place,

- when it happened,

- and where it happened.

No forty-eight (48) hour notice is required for, Employees subject to Investigations that will not result in any economic sanction, e.g. a **Complaint Investigation**; however if the Employee requests to contact an Association Representative, appropriate time will be allowed prior to the interview. Employees who are given a forty-eight (48) hour notification may waive that delay by signing a written waiver form.

No forty-eight (48) hour notice or Association Representation is required for an Employee listed as a “witness” in an I/A or for routine Supervisor/Subordinate inquiries that will not result in any economic sanction.

B.2.6 The interview of an Employee shall be at a reasonable hour, preferably when the Employee is on duty, unless the exigency of the interview dictates otherwise. Whenever practical, interviews shall be scheduled during the normal workday of the City.

B.2.7 At the cost of the requesting party and in accordance with Washington State Law, **RCW 9.73**, the Employee or City may request that an investigative interview be recorded, either mechanically or by a stenographer. There can be no “off-the-record” questions. Upon request, the Employee under an investigation shall be provided an exact copy of any written statement the Employee has signed or, at the Employee’s expense, a verbatim transcript of the interview.

B.2.8 The Employee may be required to answer any questions in an investigation and will be afforded all Rights and privileges to which they are entitled under the laws of the State of Washington or the United States. Prior to being ordered to respond to any question, the Employee will be notified in writing and acknowledge receipt of the following:

“You are about to be questioned as part of an internal investigation being conducted by the Police Department. You are hereby ordered to answer the questions which are put to you which relate to your conduct and/or job performance and to cooperate with this investigation. Your failure to cooperate with this investigation can be the subject of disciplinary action in and of itself, including dismissal. The statements you make or evidence gained as a result of this required cooperation may be used for administrative purposes but will not be used or introduced into evidence in a criminal proceeding.”

Employees who are subject to a Criminal Investigation shall be advised of their Miranda Rights.

- B.2.9** Interviewing shall be completed within a reasonable time and shall be done under circumstances devoid of intimidation or coercion. Written notice shall be provided forty-eight (48) hours prior to any **Investigative (I/A)** interview subject to the notice requirements of **Section B.2.2**. As noted in **Section B.2.2** the Employee may provide a written waiver of the forty-eight (48) hour requirement. The Employee shall be afforded an opportunity and facilities to contact and consult with their Association Representative before being interviewed if requested. The Employee may be represented by the Association Representative to the extent permitted by law. The Employee shall be entitled to such reasonable intermissions as the Employee shall request for personal necessities, meals, telephone calls, consultation with their Representative, and rest periods.
- B.2.10** The Employee shall not be subjected to any profane language nor threatened with dismissal, transfer or other disciplinary punishment as a guise to obtain the resignation of said Employee nor shall the Employee be subjected to intimidation in any manner during the process of interrogation. No promises or rewards shall be made to the said Employee as an inducement to answer questions.
- B.2.11** Investigations shall be concluded within a reasonable period of time as defined in Section 1020 of the Department Policy Manual. Within a reasonable period after the conclusion of the investigation and no later than forty-eight (48) hours prior to a pre-disciplinary hearing, the Employee shall be advised of the results of the investigation and the potential disposition (which may include a range of possible discipline) and shall be provided a copy of the investigatory file. In the event an investigation is sustained but no discipline is to be imposed because it was not completed within established timelines, the Employee is still entitled to a Loudermill hearing and appeal process. (NOTE: Time frames for complaint investigations increased from 30 to 45 days; internal affairs investigations increased from 60 to 90 days. Section 26.1.4 of the Department Policy Manual will be changed accordingly.)
- B.2.12** All interviews shall be limited in scope to activities, circumstances, events, conduct or actions which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the Employee about information which is developed during the course of the investigation.
- B.2.13** No Employee shall be requested or required to submit to a polygraph test or to answer questions for which the Employee might otherwise properly invoke the protection of constitutional amendment against self-incrimination, except as required pursuant to **Section B.2.8**. Nor shall any Employee be dismissed for or shall any other penalty be imposed upon the Employee solely for a failure to submit to a polygraph test or to answer questions for which the Employee might otherwise invoke the protection of any constitutional amendment against self-incrimination; and provided further that this provision shall not apply to either the initial application

for employment or to persons in the field of public law enforcement who are seeking promotion.

Should any section, subsection, paragraph, sentence, clause or phrase in this Article be declared unconstitutional or invalid, for any reason, such decision shall not affect the validity of the remaining portions of this Article.

B.2.14 Medical or Psychological Examinations:

B.2.14.1 The Employer retains the right to require Employees to submit to medical or psychological examinations when there exists good cause to believe an Employee is unfit for duty. Any relevant medical history of the Employee which the examining professional conducting a psychological evaluation requests shall be released by the Employee only to the examining professional.

B.2.14.2 The examining professional shall issue a written report to the Employer, as the client, provided however, that such report shall indicate only whether the Employee is “fit” or “unfit” for duty and in the event an Employee is unfit the expected prognosis and recovery period as well as any accommodations which could be made to allow an Employee to return to duty consistent with the attached form (**APPENDIX “B-1”**). The report shall be made available to the Employee.

B.2.14.3 The Association shall have an opportunity at its expense, to discuss with the Employer’s examining professional their conclusion and reasons therefore. If the Employee believes that the conclusions of the examining professional are in error, they may obtain an additional examination at their own expense and the Employer will provide the examining professional with documents which were utilized by the Employer’s examining professional. In the event, the Employee and/or Association seek to contest the conclusion of the first examining professional, the Employee’s report shall be in writing and shall be available to the Employer. The report shall be kept as confidential medical information and any use outside of the accommodation or fit for duty process shall be subject to a written medical release by the Employee. The Employee shall authorize the second examining professional to respond to reasonable questions clarifying the opinion, at the Employer’s expense. Nothing herein prohibits the examining professionals from making safety disclosures required by law.

B.2.14.4 The Employer will undertake to have the Employer’s examining professional make themselves available to answer appropriate questions by the examining professional, at the Association’s expense, who conducts the independent examination.

B.2.14.5 Should an Employee Grieve a disciplinary or discharge action taken as a result of an examination, the Employer shall allow release of the examination and supporting documents upon which it relies for the action, and all other prior examinations of the Employee.

B.2.14.6 Should an Employee Grieve a demotion, discharge or other action subject to the Grievance process, taken as a result of an examination, the Employer and Employee shall allow release of all examinations and supporting documents upon which it will rely in the proceedings, and all other prior examinations of the Employee determined to be relevant by the Grievance Arbitrator after a confidential review by the Arbitrator.

B.2.15 Personnel Records:

B.2.15.1 **Contents:** A "personnel file" shall be defined as any file pertaining to the Bargaining Unit member's employment status, work history, training, disciplinary records, or other personnel related matters pertaining to the Bargaining Unit member.

It is further understood that a personnel file does not include material relating to medical records, pre-appointment interview forms, Internal Affairs files, or applicant background investigation documents such as, but not limited to, psychological evaluations and polygraph results.

B.2.15.2 The Employer will promptly notify an Employee upon receipt of a court order, subpoena or a public disclosure request for information in the Employee's personnel file. The Employer will also provide at least seventy-two (72) hours' notice before releasing any requested documents, provided, however, that in the event the City is required to respond to a subpoena or other court order in a time frame less than seventy-two (72) hours, it will provide prompt notice of its response date. The Employer will allow the Employee and the Association the fullest possible opportunity to legally object to unwarranted disclosures.

B.2.15.3 Each Employee's personnel files shall be open for review by the Employee, provided that Employees shall not have the right to review psychological evaluations or supervisor's notes prepared for the purpose of preparing Employee's evaluations which are destroyed after the evaluation is prepared. The Employer shall maintain no secret personnel files not subject to inspection.

B.2.15.4 All Complaints, Internal Affairs Investigations and Review Board shall be maintained in accordance with the Secretary of State – Archivist's record retention schedule, with the following exceptions:

- (1) Any instances where subsequent disciplinary action was relied upon as part of a process of progressive discipline.
- (2) When required by law to be retained, such as instances covered by the Federal Rehabilitation Act or the Americans with Disabilities Act. All such files will be retained in a separate confidential medical file only. Any records involved in any stage of litigation or other judicial process will be purged from the personnel file according to the schedule above but may be retained by the Department in a separate litigation discovery file. All complaints and internal affairs investigations resulting in disciplinary action of a ten (10) or more day suspension, demotion or termination will not be purged.

All files noted in this policy shall be kept confidential to the full extent permitted by law or the Collective Bargaining Agreement and the Rights created there under. In the event of a request for release or review of an investigative or disciplinary file, the Employee to whom the file relates will be provided written notice of the request and the City's intended response prior to the date of release.

B.2.16 Use of Force:

B.2.16.1 **Statement of Purpose:** The parties recognize that adequate training is critical for preventing unnecessary use of force and for minimizing the impact on an Employee who is involved in a situation where force must be used. The Department recognizes that it is its obligation to provide adequate training in this area, including the reactions of Employees in critical instances and in dealing with problems that result after being involved in a critical incident.

B.2.16.2 **Procedures:** Any time an incident occurs involving a use of lethal force, against a person, the following will apply:

B.2.16.3 When an Employee, whether on or off duty, uses lethal force which results in the injury or death of a person, or discharges a firearm in which no injury occurs, the Employee shall not be required to make a written or recorded statement for forty-eight (48) hours after the incident, except that immediately following the incident the Employee shall verbally report to a Superior a brief summary of the incident and any information necessary to secure evidence, identify witnesses, or apprehend suspects or similar information necessary to preserve the immediate safety of the public and fellow officers. The affected Employee may waive the requirement to wait forty-eight (48) hours.

Beyond that the Department will not question the Employee(s) regarding any information regarding the incident, but will immediately inform the Employee involved in the incident that they have the Right to be allowed prompt access to any of the following:

- (a) Their spouse;
- (b) The Association's attorney and the attorney's agents;
- (c) The Employee's personal attorney;
- (d) Psychologists, psychotherapists, or ministers depending upon the Employee's choice and
- (e) Peer Support Counselor.

The Department will encourage the Employee to have access to any of the above listed persons and to promptly do so telephonically if the Employee so requests. Any discussions about the incident that the Employee has with the above-mentioned personnel shall be confidential. The Department and the Association shall mutually agree on designated Peer Support Counselors and appropriate training.

B.2.16.4 The Department or its designee will conduct a thorough and competent investigation of the incident, including using the appropriate techniques for preservation of the scene if relevant where the use of force took place.

All reports and findings from this investigation, following a determination as to whether criminal charges should be filed, will be promptly made available to the Association upon request. If the Department must preserve a chain of custody for weapon or weapons utilized in the incident, the Employee will be promptly issued replacement weapons unless it is inappropriate to do so.

- B.2.16.5** The Department or its designee will assign a properly trained interviewer to interview the Employee. The interviewer will be trained in the appropriate techniques of interview, interrogation and investigation of "Officer Involved Shooting." If there are multiple investigators assigned because of the concurrent investigations that are underway, the investigators will coordinate so that one investigator will be primarily responsible for the interview. All reasonable attempts will be made to minimize the need for successive interviews.
- B.2.16.6** No statement will be required within forty-eight (48) hours after the incident except as indicated above. The interview of the Employee involved in a lethal force situation will be done under circumstances intended to minimize the traumatic affect of the interview on the Employee. The Employee will be given reasonable breaks and periods to prepare for the interview, and be given reasonable telephonic access to the above listed personnel during the interview upon request. Additionally, the Employee shall have a Right to be represented during the interview by an Association Representative or the Employees attorney. If requested, the interview will be postponed until the Employee has had a reasonable opportunity to seek prompt professional counseling before the interview takes place.
- B.2.16.7** In the discretion of the Department, the Employee may be placed on administrative duty and assigned to responsibilities in training or other administrative areas with the specific nature of the Employee's duty to be assigned by the Department in consultation with the Employee. The Department may also place the Employee on administrative leave. The request to be considered for an administrative assignment or administrative leave may be initiated by the Employee.
- B.2.16.8** While on administrative assignment or leave, the Department will allow access to the Employee's choice of licensed mental or medical health professional without loss of pay or benefits to the Employee.
- B.2.16.9** When either the Employee or the Employer believes that the Employee should return to the Employee's regular assignment, at the Employer's option the Employee will provide a letter from their licensed psychologist or medical doctor indicating that the Employee is ready to return to their regular duties or to modified duties. The Employer at its option may request an independent medical psychological exam, which will be conducted in conformity with the procedures outlined in this agreement and the Americans with Disabilities Act (ADA).

B.2.16.10 While on administrative leave and after returning to duty, the Employee will be encouraged and allowed full access for up to four (4) sessions with licensed mental or medical health professional without loss of pay or benefits to the Employee while participating in such program.

APPENDIX "B-1"
to the
AGREEMENT
by and between
CITY OF EDMONDS, WASHINGTON
and the
EDMONDS POLICE OFFICERS' ASSOCIATION

I, _____, hereby authorize Dr. _____ to
(Employee Name) (Doctors Name)

provide the following medical information to my Employer, the City of Edmonds. In accordance with Sections **102(c)(B), 102(c)(C) and 102(c)(4)(C) of the Americans with Disabilities Act**, the above named Doctor is required to maintain all medical records in association with their examination of me on separate forms and in separate medical files and must treat those records as a confidential medical record with the following exceptions:

The Doctor will issue a written report to the Employer and the Employee. The report shall be a "Functional Diagnosis." Functional Diagnosis is defined as:

The evaluation by a physician or psychologist ("treating professional") of how an underlying but undisclosed disability may affect an individual's performance in the workplace. The treating professional may outline symptoms, impediments to performance, or other impacts which the Employee may display in order to reasonably accommodate the Employee's return to work. The functional diagnosis shall be kept confidential as private health care information pursuant to the Americans with Disabilities Act and released only to the Chief of Police and Assistant Chiefs of Police; and, when appropriate, emergency medical personnel.

Furthermore, I authorize the Doctor if they determine that I am able to perform the essential functions of my job, to so inform my Employer.

This release is intended to grant no further access to my confidential medical records than the Americans with Disabilities Act allows and the examining physician is instructed accordingly.

NOTE: This federal law creates a cause of action against any individual who violates its provisions.

(Patient/Employee's Signature)

(Date)

APPENDIX "C"
to the
AGREEMENT
by and between
CITY OF EDMONDS, WASHINGTON
and the

EDMONDS POLICE OFFICERS' ASSOCIATION

(Representing the Law Enforcement Commissioned Employees)

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF EDMONDS, WASHINGTON, hereinafter referred to as the Employer, and EDMONDS POLICE OFFICERS' ASSOCIATION, hereinafter referred to as the Association.

- C.1** Pursuant to **Article A.3** of the Agreement between the parties signatory hereto, the following shall serve as the controlling document with respect to the establishment of a Physical Fitness Program and the procedures by which the aforementioned program shall be administered.
- C.2** Special tests may be requested by Employees who have physical handicaps or limitations, which interfere with the ability to do one or more of the regular tests. Special tests, if requested, will be devised by the treating doctor at the Employee's expense, and approved by the Police Department, unless the injury was incurred on duty. Approval is contingent on such tests being approximately equivalent to the regular test in terms of the ability tested. Physician certifications of limitations and correlating special test(s) shall be valid for one year, and subsequent requests must be supported with current documentation. In instances where the Employee may have a chronic condition (e.g. knee or shoulder condition), certifications of limitations and correlating special tests shall be valid for three (3) years; subsequent requests for the same condition must be re-evaluated and supported by a new authorization. **In all cases, the treating doctor must certify in writing that the physical handicap, injury or limitation does not prevent the Officer from performing the essential functions of the job of a police officer.**
- C.3** Employees of the Police Department may submit to the Physical Fitness Test set forth herein, or modification thereof pursuant to **Section C.2** of this Appendix. The primary test will be scheduled annually by the department during the month of September, unless waived by the Chief of Police pursuant to **Section A.3** of the CBA. In the event of a waiver all Members of the bargaining unit will be compensated for the ensuing calendar year. A reasonable number of make-up dates will be scheduled as needed for the primary test if the Employee has an excused absence approved by their Division Commander. Each Employee shall be allowed only one opportunity to pass each event within the fitness test. Any Employee unable to pass the primary Physical Fitness Test may be afforded one opportunity, upon their written request, to repeat the entire test prior to December 31st. The compensation period will run from January 1 through December 31 of each year based on the previous year's test.

New Employees who become eligible for the Physical Fitness incentive prior to the annual test period will be compensated until the next test period if they successfully completed an equivalent Physical Fitness Test at the time of hiring.

C.4 The Employer shall purchase a group membership at the Harbor Square Athletic Club for all Edmonds Police Officers covered by this Agreement. Any increase in the group membership or hourly court rate shall be borne by the Employer.

C.5 Employees shall be compensated in pay at the applicable straight time or overtime rate when required to take Physical Fitness Tests. A retest as outlined in **Section C.3** is not a required test and will not be compensated if taken while off duty.

Exercise, conditioning and racquetball shall be on an individual and voluntary basis without compensation.

C.6 Employees shall cooperate with the physician in efforts to experiment with and improve the tests and standards contained herein.

C.7 All Employees who are classified as Law Enforcement Officers and Fire Fighters Act II (LEOFF II) Employees shall be protected against loss of pay for time off work due to any injury sustained while participating in authorized Harbor Square Athletic Club conditioning programs. Should a LEOFF II Employee become disabled due to an injury of the aforementioned nature, the Employer shall compensate the Employee for all time off work beyond depletion of any accrued sick leave benefits until such time as the Employee shall have begun to receive State Disability Benefits, provided that the Employer shall receive credit for any other employment or disability benefits received by Employee during that time.

C.8 Every three (3) years each Employee shall be given the option to obtain a blood scan and treadmill test from a physician designated by the Employer. These tests will be provided at the Employer's expense. Employees shall not be compensated for the time involved for these tests.

C.9 The medical records shall be maintained in the office of the examining physician.

C.10 **Physical Test Description** – The physical tests shall be those attached to this amendment. The flexibility and body fat tests, while required, shall be advisory only. The results of these tests shall be made available to the Employer.

C.11 The City agrees to indemnify and hold the Association harmless from liability to any Employee who successfully claims that the physical fitness standards or alternative standards adopted pursuant to this Appendix violate the Employee's Rights under the ADA or WSLAD or other law governing disability discrimination.

CURL-UPS

1. The participant is to lay on their back with knees flexed at ninety (90) degrees or less: feet and calves elevated on bench 16-20 inches high.
2. Both hands should be clasped firmly behind the back of the head.
3. During the curl-up phase, the participant's hands should remain clasped behind the head; the low back must remain in contact with the floor, while the shoulder blades must clear the floor.
4. The shoulders must touch the floor in the down position.
5. Count the number of correct curl-ups performed during the 2-minutes of metronome timing: the pace may be slower than, but not faster than the metronome.
6. No rest periods are allowed. Cessation of curl-ups terminates the test.

<u>Curl Ups Standards – Timed/50 Maximum</u>				
Age	18-29	30-39	40-49	50-59
Sex	M F	M F	M F	M F
Qty	31 26	26 21	23 17	19 14

PUSH-UPS

1. The participant is to assume the appropriate up position (see below). The body should be straight and the hands about shoulder width apart.
2. The body should remain rigid throughout the down phase; with the chest coming to within three (3) inches of the floor (a partner can place a fist on the floor beneath the participant's chest as a general guide).
3. From the down phase, the participant must return to the up position with the arms straight.
4. The participant is only permitted to rest in the up position.
5. Count the total number of push-ups the participant performs in one (1) minute.
6. For female Employees, the above technique shall be altered. Female Employees shall complete push-ups in accordance with Entry Level requirements.

<u>Push-Ups – 1 Minute</u>				
Age	21-29	30-39	40-49	50-59
Sex	M/F	M/F	M/F	M/F
Qty	34/17	25/12	20/8	15/6

1.5 MILE/RUN TEST TIME (MINUTES)

Age	20-29	30-39	40-49	50-59 and over
Sex	M/F	M/F	M/F	M/F
Time	13:00/16:57	13:38/17:45	14:17/18:30	16:15/19:30

**APPENDIX “D”
to the
AGREEMENT
by and between
CITY OF EDMONDS, WASHINGTON
and the
EDMONDS POLICE OFFICERS’ ASSOCIATION
(Representing the Law Enforcement Commissioned Employees)**

THIS APPENDIX is supplemental to the AGREEMENT by and between the, CITY OF EDMONDS, WASHINGTON, hereinafter referred to as the Employer, and the EDMONDS POLICE OFFICERS’ ASSOCIATION, hereinafter referred to as the Association.

The parties to this Agreement recognize that pursuant to GR 29(f)(5) of the Washington Rules of Court, the Judge of the Edmonds Municipal Court is responsible for the terms and working conditions of court personnel and the City is responsible for negotiating with regard to the wages of such personnel. The parties therefore have agreed to the following terms and conditions with regard to court security personnel, as follows:

1. Acknowledgement of Coverage. The parties stipulate and agree that court security services performed by armed individuals with the powers of arrest shall be considered bargaining unit work under the Collective Bargaining Agreement (“CBA”) for its commissioned police officers between the Association and the City. Bailiff service performed by unarmed individuals who do not possess a power of arrest shall not be considered bargaining unit work under the CBAs for police support personnel or commissioned officers. The Association is the collective bargaining representative for commissioned police officers and police support personnel under two separate CBAs.

2. Judge’s Discretion. Pursuant to Court Rule 9 the Judge shall, at his sole discretion, determine how security service shall be provided for the Edmonds Municipal Court. If the Judge elects to use unarmed individuals without the power of arrest and whose duties include only the ability to detain individuals pending arrest by a commissioned police officer, these persons shall not be subject to the CBA for its commissioned police officers.

3. Security Services; Commissioned Officers With Powers of Arrest. If the Judge elects to utilize armed individuals with the power of arrest to provide court services, that work shall be considered bargaining unit work and addressed under the terms of this agreement and future CBA, when approved. It is the intent of the parties that this agreement be embodied in any future CBA between the parties, but that binding effect shall not occur until a CBA is approved in full by the Edmonds City Council and the members of the applicable bargaining unit.

4. Personnel Pool Required. The parties agree and stipulate that a minimum pool of at least five interested officers in the bargaining unit are required to provide effective, continuous and trained services to the court. The Association shall be given first opportunity, on an annual basis, to provide a pool of officers for selection as court personnel. This option shall be exercised by October 31st of the preceding year. If the Association fails to exercise its option, or at any time the Association is unable to fill a given court security shift (due to vacation, illness or

other reasons), the Judge shall be free to fill additional slots on the court security personnel roster through an interlocal agreement with the City of Mountlake Terrace, or such other law enforcement entity as the Judge in his sole discretion may elect.

5. Payment of Association Members. Officers on the duty roster for court security personnel shall be paid at a base rate for such work equal to two-thirds of their contract rate of pay under the CBA between the parties, or the federal minimum wage, whichever is greater. Such base rate shall include two-thirds of the longevity and any other premium pay to which the individual would be entitled under terms of the CBA. In addition, the parties acknowledge that the following rules shall be utilized to calculate the individual's final total payment.

5.1 Because officers on the duty roster will normally be assigned to a full 7K exempt work schedule, it is the belief and understanding of the parties that this work shall be subject to an overtime rate. The parties stipulate and agree that in addition to the base rate attached above, the parties shall also be entitled to the normal CBA overtime rate for the position which the individual holds. The overtime rate is believed and stipulated to be in excess of the Fair Labor Standards Act required overtime rate. In the event that the Fair Labor Standards Act would result in an overtime rate higher than that provided by this Agreement, the individual shall be paid such rate, but may be removed from the duty roster by the Judge at his discretion. It is the parties' understanding and intent that an individual who works additional hours as court security personnel shall be compensated at two-thirds of the normal contract rate of pay for the position that the individual holds with the City be combined with the stipulated overtime rate set by this Agreement. Overtime shall be calculated in accordance with the CBA between the parties rather than the Fair Labor Standards Act so long as that calculation results in a higher rate of pay. It is the parties' understanding and intent therefore that the contract rate of pay established pursuant to this Agreement and the CBA shall always be in excess of the Fair Labor Standards Act rate.

**APPENDIX “E”
to the
AGREEMENT
by and between
CITY OF EDMONDS, WASHINGTON
and the
EDMONDS POLICE OFFICERS’ ASSOCIATION
(Representing the Law Enforcement Commissioned Employees)**

THIS APPENDIX is supplemental to the AGREEMENT by and between the, CITY OF EDMONDS, WASHINGTON, hereinafter referred to as the City, and the EDMONDS POLICE OFFICERS’ ASSOCIATION, hereinafter referred to as the Association (EPOA).

1. PURPOSE.

It is the policy and intent of the Employer and the Association to maintain a safe and healthy working environment for all employees, to ensure efficient and safe community service, to protect employees and the City from liability, to safeguard City property and assets, and to comply with all applicable laws and regulations governing substance abuse.

The parties are committed to a substance-free workplace and have an obligation to ensure public safety and trust in its services and programs. Accordingly, the manufacture, distribution, dispensation, possession, or use of a controlled substance, the unauthorized use of prescription drugs, the use of drugs not medically authorized, or the use of any other substance, including alcohol, which would impair job performance or pose a hazard to the safety and welfare of the employee, the public, or other employees is strictly prohibited. Employees who possess or use substances in violation of this Policy may be subject to discipline in accordance with this Policy.

It is imperative that employees, who abuse substances, as defined in this Policy, be aware of the seriousness of such misconduct and the potential penalties. In addition to law enforcement measures that could be invoked for criminal violations, such employees may be subject to discipline because of the serious safety, health, and service risks that they create. By avoiding substance abuse, such risks and penalties may be averted. All employees are strongly urged to follow the guidelines in this Policy and utilize rehabilitation services if substance abuse becomes a personal problem.

1.1 Medical Review Officer.

The City has designated a licensed individual with knowledge of substance abuse disorders and appropriate medical training to serve as its Medical Review Officer (“MRO”). The MRO shall interpret drug test results for the City. The Medical Review Officer is Drug Free Business MRO Services, Dr. Dee McGonigle, MD, or designee or successor, 18912 North Creek Parkway, Suite 202, Bothell, WA 98011; (866) 448 – 0657.

1.2 Substance Abuse Professional.

The City has designated a licensed individual with knowledge of substance abuse disorders and appropriate medical training to serve as its Substance Abuse Professional (“SAP”). The SAP shall determine whether employees who fail a drug or alcohol test or refuse to submit to such a test need assistance in resolving problems associated with substance abuse. The SAP will recommend a course of action to such employees and determine whether they follow through with the SAP’s recommendations. The SAP shall also determine the frequency and duration of follow-up testing for any such employees who are permitted by the City to return to work. The Substance Abuse Professional is obtained through Compsych, (800) 570 – 9315.

2. DEFINITIONS.

2.1 Employee.

“Employee” includes members of the Edmonds Police Department subject to provisions of this collective bargaining agreement.

2.2 Substance.

“Substance” includes drugs and alcohol, as defined below.

2.2.1 Drug.

“Drug” means any substance that impairs an employee’s ability to perform a job or duty, or poses a threat to the safety of the employee or others. This definition includes controlled substances (those substances whose dissemination is controlled by regulation or statute, including, but not limited to, those drugs included in Schedule I and II as defined by 21 U.S.C. 801 et seq., the possession of which is illegal under Chapter 13 of that title). Such controlled substances are frequently and commonly referred to in familiar terms and specifically include marijuana, cocaine, opiates, amphetamines, and phencyclidine (“PCP”). Further, this definition of drug also includes over-the-counter drugs and/or drugs which require a prescription or other written approval from a licensed medical practitioner for their use, if the use of such drug(s) is likely to or does impair the employee’s ability to perform a job or duty, or poses a threat to the safety of the employee or others. It further includes any other substance capable of altering an individual’s mood, perception, pain level, or judgment (*e.g.*, mushrooms, glue).

2.2.2 Alcohol.

“Alcohol” means any intoxicating liquor that when consumed to excess will produce some level of intoxication.

2.3 Substance Abuse.

“Substance abuse” means involvement with a substance in violation of this Policy.

2.4 Substance Test.

“Substance test” includes both drug and alcohol tests, as defined below.

2.4.1 Drug Test.

“Drug test” means a urinalysis test for the presence of amphetamines, cocaine, opiates, THC (marijuana), and phencyclidine (PCP).

2.4.2 Alcohol Test.

“Alcohol test” means a breath test to determine an employee’s alcohol concentration level pursuant to Section 4.6.2, below.

2.5 Passing a Substance Test.

“Passing a substance test” means passing a drug and/or alcohol test, as defined below.

2.5.1 Passing a Drug Test.

“Passing a drug test” means that the test result does not show any positive evidence of the presence of a drug in the employee’s system that is at or above a determined threshold level. The threshold level for drugs, shall be as set forth in Department of Transportation Standards 49 CFR PART 40 §40.87.

An MRO must determine that the results of a drug test:

- (1) show no evidence or insufficient evidence of a prohibited drug or drug metabolite;
- (2) show evidence of a prohibited drug or drug metabolite, but there is a legitimate medical explanation for the result;
- (3) show evidence of a prohibited drug or drug metabolite below a determined threshold level; or
- (4) are suspect because of irregularities in the administration of the test or chain of custody procedures.

Passing a drug test shall be referred to as “testing negative.”

2.5.2 Passing an Alcohol Test.

“Passing an alcohol test” means that the test result shows an alcohol concentration of 0.02. Passing an alcohol test shall be referred to as “testing negative.”

2.6 Failing a Substance Test.

“Failing a substance test” means that the test result showed positive evidence

of the presence of a substance in an employee's system that is at or above a determined threshold level. This determination shall be made by the City MRO under the same standards as passing a substance test. Failing a substance test shall be referred to as "testing positive." Refusal to submit to testing may result in disciplinary action up to and including termination.

2.7 Under the Influence.

"Under the influence" is defined as a condition arising from using a substance, which may limit an employee's ability to safely and efficiently perform a job or duties, or may pose a threat to the safety of the employee or others, and it shall be determined by the presence of a substance in an employee's system as measured by a substance test in accordance with the terms of this Policy

2.8 Impaired.

"Impaired" means a diminishing or worsening of an employee's mental or physical condition that is the result of using a substance.

2.9 Medical Authorization.

"Medical authorization" means a prescription or other written approval from a licensed medical practitioner for the use of a substance in the course of medical treatment, which must include the name of the substance, the period of authorization, and whether the prescribed medication may impair job performance. This requirement also applies to refills of prescribed drugs.

3. PROHIBITED ACTIVITY.

3.1 Alcohol.

The use or possession of alcohol during working hours, on City property, or in City vehicles is prohibited. Employees are not permitted to report for work or to perform any City business while under the influence of alcohol. Employees who report to work with an alcohol concentration at or greater than 0.02, will not be permitted to report to work or remain at work. Additionally, an employee who reports to work with the obvious odor of intoxicating beverages on their breath, but not "under the influence" of alcohol as defined herein will not be allowed to perform any City business and may be subject to discipline. Reasonable exceptions to this policy may be made for the legitimate business needs of the department (i.e. undercover work).

3.2 Drugs.

The manufacture, distribution, dispensation, possession, or use of a controlled substance, a drug not medically authorized, or other substances that impair job performance or pose a hazard to the safety and welfare of the employee, the public, or other employees is prohibited. An employee is not permitted to report to work or perform any City business

while under the influence of any drug, including medically authorized or over-the-counter drugs, which impair work performance. Employees who perform safety-sensitive functions must report the medical use of drugs or other substances that could impair safe job performance to a member of command staff or the City's HR Department and provide proper written medical authorization from a licensed medical practitioner that the substance will not adversely affect the employee's ability to safely perform work. It is the employee's responsibility to determine from the licensed medical practitioner whether the prescribed drug would impair safe job performance. Failure to report the medical use of such drugs, or failure to provide proper evidence of medical authorization, may result in disciplinary action, including possible termination. Reasonable exceptions to this policy may be made for the legitimate business needs of the department. (i.e. undercover work).

4. SUBSTANCE TESTING SITUATIONS.

4.1 Testing Based On "Reasonable Suspicion."

When a supervisor or Command Staff member reasonably suspects that an employee may be under the influence of or impaired by a substance, the employee shall be required to submit to a substance test. Although an employee may be relieved of duty at any time because of such concerns, a supervisor's or manager's decision to require a substance test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The supervisor or manager making the determination must have received training in detecting the signs and symptoms of substance abuse. Except in emergency situations, the supervisor should consult with another supervisor, Command Staff member, or representative of the Human Resources Department to ensure that adequate grounds for reasonable suspicion exist.

4.2 Refusal to Submit to Testing.

Refusal by an employee to take a substance test when directed to do so by his/her supervisor or manager after being advised of the basis for the reasonable suspicion and after being allowed to consult with an Association Representative (which consultation shall not unduly delay testing) may be considered insubordination, and the employee may be relieved of duties immediately pending investigation. Refusing to take a substance test includes: failure to appear for the test within a reasonable time after being directed to do so; failure to remain at the test site until the test is complete; failure to provide adequate breath or urine for testing without a valid medical explanation; failure to cooperate with any directions given during the testing process, including directions for an observed sample collection; use of a prosthetic device that could interfere with the test; or adulteration or substitution of the test sample. Refusal to submit to testing may result in disciplinary action

up to and including termination.

4.3 Return-to-Work and Follow-Up Testing.

An employee who has refused to take a substance test, or who has tested positive for a substance, including those employees who have undergone evaluation and/or rehabilitation, will not be permitted to return to work until the employee has passed a substance test, has been evaluated by the SAP, the SAP has confirmed that the employee complied with his/her education and/or treatment plan, and the City determines that the employee is fit to return to duty. When the City, in its sole discretion, decides to return an employee who has tested positive for drugs or alcohol to duty, and there has not been a successful grievance or charge of unfair labor practice relating to the testing process, the employee shall follow the treatment plan as determined by the SAP and shall be subject to follow up random drug testing for a period of not more than twenty four (24) months.

4.4 Right to Representation.

In all substance test situations, an employee may request the presence of his/her Association representative. Association representatives shall be immediately notified at the outset of any substances testing situation involving a bargaining unit member. Although an employee may later file a grievance against the direction to submit to substance testing, the employee must take the test when ordered to do so.

At any time, the Association, upon request of the employee, will have the right to inspect and observe any aspect of the substance testing process with the exception of individual test results, provided that such inspection does not delay any testing procedure. The Association may inspect individual test results if the release of this information is authorized by the employee involved.

4.5 Urine Specimen Collection.

Specimen collections for drug testing shall take place at Lynnwood Urgent Care (Immediate Clinic), 4725 196 St. SW, Lynnwood, WA 98036 during clinic hours and after hours at Swedish Hospital Edmonds, or any other site designated by the City. Employees are required to complete any necessary forms and to cooperate fully with collection and testing procedures. Sample collection shall be in accordance with DOT's Procedures for Transportation Workplace Drug and Alcohol Testing Programs, 49 CFR Part 40 ("DOT substance testing procedures"). These procedures are designed to ensure the integrity of the sample while maintaining employee privacy. In certain limited circumstances, employees will be required to provide a urine sample for testing under direct observation. Under no circumstances shall an employee's direct supervisor serve as the collection site person.

At the employee's or the Association's option, a sample of the specimen may be requisitioned and sent to a laboratory chosen by the Association for testing. Any request to requisition a

sample of the specimen must be made within seventy-two (72) hours of the specimen's collection. The cost of this test will be paid by the Association or the employee. The use or non-use of this option may not be considered as evidence in an arbitration or other proceeding concerning the drug test or its consequences.

Any attempt to tamper with a urine sample or otherwise obstruct the testing process shall be considered the same as testing positive and will result in discipline, up to and including termination.

4.6 Test Procedures.

All substance testing shall comply with DOT substance testing procedures. These procedures are designed to ensure the accuracy and integrity of the test results and include screening tests, confirmation tests, chain of custody safeguards, and appropriate privacy and confidentiality protections.

4.6.1 Drug Testing.

Drug testing, during normal business hours, will normally be performed by urinalysis at Pathology Associates Medical Lab, PO Box 2687, 20730 Bond Road NE #205, Spokane WA 94220 (laboratory). Testing required outside of normal business hours shall be conducted at Swedish Hospital, 21601 76th Avenue West, Edmonds, WA 98026. The test involves an initial screening performed by the enzyme multiplied immunoassay test ("EMIT"). Any positive test is then confirmed by a second test of the same sample by Gas Chromatography/Mass Spectrometry ("GC/MS"). The City's designated MRO shall receive and interpret test results and report them to the City.

Prior to reporting a positive test result, the MRO shall give the employee an opportunity to discuss the test result. If the employee meets with the MRO and fails to present information affecting the test result, or if the employee refuses to meet with the MRO, the MRO will verify a positive test result and will inform the City Human Resources Director or other designated management representative, on a confidential basis, that the employee tested positive. The MRO will also inform the employee at the time the test result is verified that s/he may request a "re-test" within seventy-two (72) hours. (The "re-test" shall be performed at a different laboratory, at employee expense unless the employee passes the re-test.) Upon request, the employee shall be given a copy of the positive test results.

4.6.2 Alcohol Testing.

Alcohol shall be tested by means of the Draeger machine currently in use or future equipment which may supersede the Draeger machine (but excluding the P.B.T device). Draeger alcohol tests shall be conducted utilizing one of the WSP Draeger testing sites. The testing shall follow the protocols established for criminal

investigations, including the requirement of two breath samples within the proper variance. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test shall be performed to confirm the results of the initial test at the election of the employee. The confirmatory test shall also use a 0.02 blood alcohol concentration level to measure a positive test. If the employee declines to take the second confirmatory test, the first test will be used to determine alcohol concentration.

At the employee's option, the employee may submit to a blood specimen to be collected and tested at a laboratory chosen by the employee or Association for testing. The blood specimen could be used to challenge the results of the breath test. The cost of this test will be paid by the Association or the employee. A decision not to use this option or an employee's failure to provide the results obtained under this option may not be considered as evidence in an arbitration or other proceeding concerning the drug test or its consequences.

5. ENFORCEMENT AND DISCIPLINE.

The City takes a strong stand against substance abuse and its impact on the workplace. Accordingly, violations of this Policy may be grounds for appropriate disciplinary action, up to and including termination. Additionally, law enforcement authorities will be notified in appropriate situations.

6. REPORTING VIOLATIONS.

Experience indicates that individuals with substance abuse problems best respond to appropriate confrontation, dialogue, and notice about the impact and risks of their situation. Therefore, an employee who is aware of substance use or behavior in violation of this Policy is encouraged to promptly report the behavior to management. To the degree possible, the reporting employee's identity will be kept confidential.

7. REHABILITATION.

The City offers employees the use of rehabilitative services subject to coverage limitations and in accordance with the terms of its benefit programs. Employees are personally responsible for seeking appropriate treatment for substance dependency. Employees who voluntarily seek treatment for substance dependencies will be allowed to use personal leave and benefits as for any other illness and will not have job security or opportunities for promotion jeopardized by seeking treatment. However, such employees are subject to the same prohibitions and penalties as other employees regarding the manufacture, distribution, dispensation, possession, or use of substances in violation of this Policy. In addition, substance-dependent employees are subject to appropriate disciplinary action, including possible termination, if they do not meet general performance standards, conduct requirements, or other conditions of employment.

Employees who refuse to take a substance test, or who test positive for a substance in violation of this Policy, may be given the opportunity to enter a rehabilitation program in

lieu of termination. Employees who successfully complete rehabilitation under such circumstances may be returned to work at the City's discretion in accordance with the return-to-work provisions of this Policy.

8. RECORDS.

Records of treatment for substance dependency, substance tests, or of employees or applicants involved in other situations related to this Policy will be maintained by the City as confidential medical records. Confidentiality of substance tests cannot be guaranteed if testing results are used by the City in a disciplinary action. Only City management representatives with a "need-to-know" responsibility will be made aware of substance abuse situations or test results. No third party shall be provided with such information without specific written authorization by the employee, except as required or permitted by law.

9. ASSOCIATION HELD HARMLESS

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, except as otherwise provided herein. The Association shall be held harmless for all claims arising out of errors, omissions or negligent acts by the third-party contractors hired by the City to conduct the drug testing under this Policy, including failure to abide by the protocol established by this Policy; and for all claims arising out of the implementation/administration of this drug Policy.

APPENDIX "F"
to the
AGREEMENT
by and between
CITY OF EDMONDS, WASHINGTON
and the
EDMONDSPOLICE OFFICERS' ASSOCIATION
(Representing the Law Enforcement Commissioned Employees)
THIS APPENDIX is supplemental to the AGREEMENT by and between the, CITY OF
EDMONDS, WASHJNGTON, hereinafter referred to as the City, and the EDMONDS POLICE
OFFICERS' ASSOCIATION, hereinafter referred to as the Association (EPOA).

1.0 Purpose

This documents acceptable use of City of Edmonds Device and Systems Policy, and provides guidance for managing the use of City owned electronic devices and systems by all departments, employees and users of City systems.

2.0 Background

The City of Edmonds provides employees with a variety of devices, and technology systems such as telephones, voice mail, computers, facsimile machines, instant messaging, electronic bulletin boards, electronic mail (email) systems, cellular phones, wireless devices, Internet access, and social media.

The City recognizes the importance of electronic devices and tools in accomplishing work in an efficient manner. Access to these systems provides rapid exchange of information that improves productivity. It is important, however, that these devices and systems be used in a manner which benefits the government and which is responsible to City taxpayers.

The goal of this policy is to ensure economical, effective, and efficient management of communication systems and to ensure that employees use these systems in a professional manner that reflects positively upon the City.

This policy establishes privileges and responsibilities for employees, and employees must agree to, and abide by this policy to utilize these systems.

3.0 Scope

This policy applies to all employees, contractors, consultants, temporary employees, vendors and any others that are provided access to City of Edmonds communication systems, including those workers associated with any third parties who access these systems. Throughout this document, the word "employee" will be used to collectively refer to all such individuals. This policy also applies to all communications and data systems owned by and/or administered by the City of Edmonds both on and off City property.

4.0 Authority

RCW 42.56 Public Disclosure (42.17 re-codified 7/1/06 to 42.56)

RCW 40.14 Public Records

5.0 Device & Systems Usage Policy

The City of Edmonds provides access to the vast information resources available through communication devices and systems including, computers, servers, email, voice mail, bulletin boards, instant messaging, cell phones, telephones, wireless devices, tablets, and other telecommunications and information systems. These information resources are for use to help employees work better, faster and smarter, and be well-informed about effective business practices.

The facilities to provide that access represent a considerable commitment of City resources. This usage policy is designed to help employees understand the City's expectations for the use of those resources.

First and foremost, the City's supplied devices, software, and systems, are provided at significant cost. That means that the City expects these systems to be used for City business related purposes: to accomplish tasks, communicate with customers, suppliers, and associates, to research relevant topics and obtain useful business information. These systems may be used for private purposes on a limited basis that does not interfere with City business. Employees should have no expectation of personal privacy in using them.

The City requires employees to conduct themselves honestly and appropriately in the use of the use of technology provided, and respect copyrights, software licensing rules, proprietary rights and prerogatives of others, just as in any other business dealings. To be absolutely clear on this point, all existing City policies apply to employees conducting business with these devices, software, and systems. This includes especially, but not exclusively, those that deal with intellectual property protection, misuse of City resources, harassment, including sexual harassment information and data security, and confidentiality.

Unnecessary or unauthorized device and system usage costs money, and causes network and server congestion. It slows other users, takes away from work time, consumes supplies, and ties up printers and other shared resources. Unlawful devices or systems usage may also garner negative publicity for the City and expose Edmonds to significant legal liabilities.

Internet postings, blogs, chat groups, social media, newsgroups, and email systems give each user an immense and unprecedented reach to propagate City messages and tell the City story. Because of that power the City must take special care to maintain the clarity, consistency and integrity of the City of Edmonds image and posture. Anything any one employee writes in the course of acting for the City on the communication systems can be interpreted as a formal representation of the City's position.

While the City's use of these devices and connections to systems offer many potential benefits, it can also open the door to significant risks to our data and systems if employees do not follow appropriate security discipline. As presented in greater detail, that may mean preventing machines with sensitive data or applications from connecting to a communication system entirely, or it may mean that certain users must be prevented from using certain communication systems or their features, for example remote file access or file transfers. The overriding principle is that security is to be a primary concern of every user. Employees may be held accountable for intentional or reckless breaches of security or confidentiality.

Certain terms in this policy should be understood expansively to include related concepts.

- Document Covers any kind of file, or stream of data, that can be stored, printed, read, or viewed. This would include files for browsers, desktop applications, such as word processing or desk-top publishing, and specialized software programs databases, GIS, and their viewers.
- Graphics Includes photographs, pictures, video, images, animations, movies, or drawings.
- Display Includes monitors, flat-plane active or passive matrix displays, monochrome LCDs, projectors, televisions, handheld screens and virtual-reality tools.
- Audio Includes any sounds, recordings and files containing sounds or voice.

All employees provided or granted device, software or systems access will be provided a copy of this policy or a "link" to the policy where it may be viewed and/or printed. Any questions concerning the policy should be directed to the employee's supervisor.

If there is any portion of this policy that is not clearly understood by the employee, it is the employee's responsibility to bring the question to the attention of their supervisor for clarification.

6.0 Detailed Policy Provisions

6.1 Management and Administration

- 6.1.1 The City of Edmonds has software and systems in place that can monitor and record all software and systems usage. Most systems such as electronic mail, facsimile transmissions, Internet traffic, and voice mail are technologies that create an electronic record. This is what separates these from other forms of communication such as a telephone conversation. An electronic record, like a paper record, is reproducible and therefore special care must be taken to avoid improper dissemination of protected or confidential information. Electronic records are subject to public disclosure laws to the same extent as are paper records. Electronic records may be inspected for audit or legitimate operational or management purposes. The City reserves the right to inspect any and all files stored in any areas of City systems in order to assure compliance with policy.

Electronic records are to be kept, maintained, released, withheld, and destroyed only in accordance with the Public Disclosure Act (RCW 42.65) and the law governing preservation and destruction of public records (RCW 40.14).

- 6.1.2 The City's security systems are capable of recording (for each and every user) each World Wide Web site visit, each chat newsgroup or email message, and each file transfer into and out of City systems, and other communications related information. The City reserves the right to monitor and record such uses at any time. No employee should have any expectation of personal privacy as to their communication systems usage or use of any software or hardware provided by the City. The City will review communication systems activity and analyze usage patterns, and may use this data to assure that City communication systems resources are devoted to maintaining the highest levels of productivity.
- 6.1.3 The creation or transmission of any kind of sexually explicit image or document on any City system is a violation of the City's policy on sexual harassment (see Personnel Policies Section 2.4, Sexual Harassment Prohibited). Some images or documents do not apply to this policy, such as the legitimate needs of public safety agencies. In addition sexually explicit material may not be accessed, viewed, downloaded, archived, stored, distributed, edited or recorded using our network or communication systems unless required for the legitimate needs of public safety. The City of Edmonds uses independently supplied software and data to identify inappropriate or sexually-explicit material. The City may block access to all such sites of which the City becomes aware. If an employee is inadvertently connected to a site that contains sexually explicit or offensive material, the employee must disconnect from that site immediately, regardless of whether that site had been previously deemed acceptable by any screening or rating program.
- 6.1.4 The creation or transmission of derogatory, inflammatory or harassing messages or content using the City system (including, without limitation, derogatory, inflammatory or harassing remarks about an individual's race, age, gender, disability, religion, national origin, marital status, military or honorably discharged veteran status, sexual orientation, including gender expression or identity, genetic information or any other protected characteristic) is a violation both of this policy and of the City's Anti-Harassment Policy.
- 6.1.5 Use of City communication systems for solicitation of non-City business or for personal gain is prohibited.
- 6.1.6 The City of Edmonds communication systems and computing resources must not be used to violate the laws and regulations of the United States or any other nation or the laws and regulations of any county, city, province or other local jurisdiction in any material way. Use of any City resources for illegal activity is grounds for discipline, up to and including immediate dismissal and consistent with applicable

law. The City will cooperate with legitimate law enforcement and regulatory agencies for logs, diaries and archives on employee activities.

- 6.1.7 Any software or files downloaded via the City's devices, software, or systems into the City's systems may be used only in ways that are consistent with their licenses or copyrights.
- 6.1.8 No employee may use City systems to knowingly download or distribute pirated software or data. Any file that is downloaded must be scanned for viruses before it is run or accessed.
- 6.1.9 No employee may use a City device, software, or its systems to deliberately propagate any viruses or other code harmful to City data or systems.
- 6.1.10 No employee may use City devices, software, or systems to knowingly disable or overload any computer system or network or to circumvent any security feature of the systems.
- 6.1.11 Each employee shall identify themselves honestly, accurately and completely (including City department and function where requested) when participating in authorized chats or newsgroups, or when setting up accounts on outside computer systems.
- 6.1.12 Only those employees or officials who are duty authorized to speak on behalf of the City to the media, to analysts or in public gatherings may speak/write in the name of the City to any electronic media, such as newsgroup, chat room, blog, or social media. Other employees may participate in electronic media in the course of business when authorized and relevant to their duties, and should be cautious to make it clear when they are expressing an individual opinion as opposed to establishing or representing the City's position or policy on a matter. Where an individual participant is identified as an employee or agent of the City of Edmonds, the employee must refrain from political advocacy and must refrain from the unauthorized endorsement or appearance of endorsement by the City of any commercial product or service.
- 6.1.13 The City of Edmonds retains proprietary rights and the copyright to any material posted to any electronic media (including, without limitation, any social media, forum, newsgroup, chat room or World Wide Web) by any employee in the course of his or her duties with the City, unless otherwise provided by law.
- 6.1.14 Electronic transmission of protected or confidential City information is governed by the same rules and principles that govern paper transmittals. Protected or confidential City information may include, but is not limited to, certain financial data, personal data, certain proprietary information, security information, trade secrets, and any other material exempted from disclosure, or required to be held confidential by law and City policies and/or procedures. The unauthorized release

of protected information - whether or not the release is inadvertent - may subject an employee to penalties or discipline under existing policies and procedures.

- 6.1.15 A wide variety of materials may be deemed offensive by colleagues, customers or business suppliers. Employees must be aware of this and not store, view, print or redistribute any document or graphic file that is not directly related to the user's job or City activities, or that is likely to be deemed offensive by a reasonable person. (Exception: Viewing of unsolicited material sent to the employee.)
- 6.1.16 Employees must understand that copyright, trademarks, libel, slander and public speech control laws of all jurisdictions in which the City conducts business apply to the City and its employees. Care must be taken so that the use of the City communication systems does not inadvertently violate any laws which might be enforceable against the City.
 - 6.1.16.1 Employees with device and communication systems access may only download software for direct business use, and they must arrange to have such software properly licensed and/or registered with Information Services. Downloaded software if subject to a license must be used only under the terms of its license.
 - 6.1.16.2 Employees may not download entertainment software or games or play games with others over the communication systems.
 - 6.1.16.3 Employees may not download audio, images or videos unless there is an explicit business-related use for the material and such downloading does not violate any copyright or licensing requirements.
- 6.1.17 Employees may not upload any software licensed to the City or data owned or licensed by the City without explicit authorization from the manager responsible for the system, software or data.

6.2 Technical

- 6.2.1 User identification (IDs) and passwords help maintain individual accountability for communication systems resource usage. However, the issuance of ID's and passwords is not intended to create any personal privacy rights. Any employee who obtains a password of or for a device or system resource must keep that password confidential, except for communication with authorized personnel. City policy prohibits the sharing of user IDs or passwords obtained for access to devices, software and systems. Employees shall not use the password or ID of another user, except in cases of job related necessity. Employees shall not reveal the password or ID to an unauthorized person or entity.

- 6.2.2 Video and audio streaming and downloading technologies represent significant data traffic which cause local network congestion. Employees should schedule communications-intensive operations such as large file transfers, video or audio downloads, mass e-mailings and the like so as not to impact other users of the City's systems. The preferred time for such transfers are the off peak hours between 6:00 PM and 7:00 AM Pacific time.
- 6.2.3 Streaming audio/video on City provided smart phones and other similarly capable devices is discouraged due to contractual data limitations with the City's cellular provider(s).

6.3 Security

- 6.3.1 The City has installed a variety of firewalls, application, network address screening programs and other security systems to assure the safety and security of systems. Any employee who intentionally attempts to disable, defeat or circumvent any security facility is subject to discipline up to and including dismissal and possible criminal prosecution.
- 6.3.2 Files containing confidential and/or protected data that are transferred in any way across communication systems must be protected.
- 6.3.3 Devices that use their own network to create an independent data connection can sidestep network security mechanisms. These independent connections to outside networks can be used by an attacker to compromise City software, systems and networks. Any device used for an independent network connection must be isolated from the City's internal network. Only approved file sharing applications may be used on City systems. Hotspot connections directly to the City's internal network are prohibited. Questions regarding the application of this section should be directed to Information Services.
- 6.3.4 Only those communication systems, services and functions with documented City business purpose will be enabled at the systems firewall.

6.4 Incidental Use

- 6.4.1 De minimis use is an infrequent or occasional use that results in little or no actual cost to the City. An occasional brief local phone call, Internet access or email is an allowable de minimis use of communications systems. The cost of a brief local phone call is negligible and need not interfere with job performance.
- 6.4.2 The proper stewardship of City resources, including funds, facilities, tools, property, and employees and their time, is a responsibility that all employees share. Accordingly, employees may not use devices, software, or systems for personal benefit or gain or for the benefit or gain of other individuals or outside

organizations. Personal benefit or gain may include a use solely for personal convenience, or a use to avoid personal expense.

- 6.4.3 Responsibility and accountability for the appropriate use of devices, software, or systems ultimately rests with the individual City official and City employee, or with the City official or City employee who authorizes such use. Employees and officials are cautioned that their own personal use of devices, software, or systems should never interfere with another City official or employee, or obligate another employee to make personal use of City resources. In addition, City employees have an affirmative duty to ensure that any personal use of devices, software, and systems is the most efficient in terms of time and resources.
- 6.4.4 Extensive or repeated personal misuse of City resources, including time, significantly undermines public trust in government. Nevertheless, a very limited personal use of City devices, software, and systems that supports organizational effectiveness would not undermine public trust and confidence.
- 6.4.5 Subject to restrictions elsewhere in this policy, a City official or employee may make an occasional, but limited, personal use of devices, software, or system resources if:
 - 6.4.5.1 There is little or no cost to the City;
 - 6.4.5.2 Any use is brief in duration, occurs infrequently, and is the most effective use of time or resources;
 - 6.4.5.3 The use does not interfere with the performance of the officer's or employee's official duties;
 - 6.4.5.4 The use does not disrupt or distract from the conduct of City business due to volume or frequency;
 - 6.4.5.5 The use does not disrupt other City employees and does not obligate them to make a personal use of City resources; and
 - 6.4.5.6 The use does not compromise the security or integrity of City property, information, or software.
- 6.4.6 The City Code, state and federal laws, strictly prohibit uses of taxpayer resources for private benefit or partisan political purposes. Any use of City resources to support such activity clearly undermines public confidence in government and reflects negatively on City employees generally. In compliance with these provisions, this policy explicitly prohibits, at all times and to any degree, the following private uses of devices, software, and systems and resources:

- 6.4.6.1 Any use for the purpose of conducting an outside business or private employment except for those instances, such as in the Police Department, where the private work has been approved by the Department (i.e. Off-duty police/security work in the City of Edmonds).
- 6.4.6.2 Any use for the purpose of supporting, promoting the interests of, or soliciting for an outside organization or group, including, but not limited to: a private business, a nonprofit organization, political candidate, a political party, or a ballot issue (unless provided for by law, City code, or other policy). (Note: It is not intended to prohibit forwarding information related to United Way or other organizations related to city government such as the Association of Washington Cities (AWC); it is also not intended to prohibit the use of City resources to communicate information related to Labor Organizations or Labor Laws of the State of Washington).
- 6.4.6.3 Any use for the purpose of assisting a campaign for election of a person to a public office or for the promotion of or opposition to a ballot proposition.
- 6.4.6.4 Any use related to conduct that is prohibited by a federal or state law or rule, or a City code or policy; and
- 6.4.6.5 Any private use of any devices, software, or systems property that has been removed from City facilities or other official duty stations, even if there is no cost to the City.
- 6.4.7 The general ethics standard is that any use of devices, software, or systems resources other than for official business purposes needs to be brief in duration and frequency to ensure there is little or no cost and the use does not interfere with the performance of official duties.

6.5 Policy Changes; Other City of Edmonds Policies

- 6.5.1 The City of Edmonds Information Services may modify or revise its devices, software, and systems use policies (including these specific regulations). The City will notify the Union of any changes in policy prior to implementation and bargain any such change that affects wages, hours, or other terms and conditions of employment that constitute mandatory subjects of bargaining. Employees are required to comply with all such subsequent modifications or revisions. Modifications and/or revisions will be posted on a shared network resource, posted on City Web sites, distributed through email, staff meetings or other communication method.
- 6.5.2 These devices, software, and systems use policies are in addition to, and do not replace or supersede, any and all other policies promulgated from time to time which are applicable to City employees (including general policies relating to

misuse of City assets or resources, sexual harassment, unauthorized public speaking and misappropriation or theft of intellectual property). Misuse or inappropriate use of devices, software, or resources, in violation of these or any other City policy, may result in discipline, up to and including discharge.

6.6 References:

- 6.6.2 Revised Code of Washington (RCW) 42.52.160, 42.52.180,
- 6.6.3 Washington Administrative Code (WAC) 292-120-035; 292-110-010

