AGREEMENT
By and between

CITY OF EDMONDS, WASHINGTON

and the

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

JANUARY 1, 2017 THROUGH DECEMBER 31, 2019

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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 Employees within the Bargaining Unit as specified in **APPENDIX "A."**

1.2 **Association Membership**- It shall be a condition of employment that all Employees of the Employer who are members of the Association in good standing until effective date of this Agreement shall remain members in good standing or pay an agency fee and those who are not members on the effective date of this Agreement, shall, on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Association or pay an agency fee.

1.2.1 In accordance with **RCW 41.56.122** Employees who for bona fide religious tenets or teachings of a church or religious body are forbidden from joining a Union/Association as may be determined by the Public Employment Relations Commission (PERC) shall contribute an amount equivalent to regular Union/Association dues to a non-religious charity or to another charitable organization mutually agreed upon by the affected Employee and the Association to which such Employee would otherwise pay the regular monthly dues. If the Employee and Association are unable to agree, the Public Employment Relations Commission shall designate the charity. The Employee shall furnish written proof to the Association and the Employer that such payment has been made.

1.3 **Payroll Deduct** - The Employer shall deduct from the pay of all Employees the dues of the Association and shall remit to said Association all such deductions monthly, except that all deductions for the above items must be uniform and regular to accommodate the monthly machine processed payroll. Where laws require written authorization by the Employee, the same shall be furnished in the form required. No deduction shall be made which applicable law prohibits. 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 **Association Notification** - Within fifteen (15) days from the date of hire of a new Employee, the Employer shall forward to the Association the name and address and social security number of the new Employee. The Employer shall promptly notify the Association of all Employees 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 so as to apply equally to either gender.

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 shall be made to the Official's regular schedule on an hour for hour (straight time) basis.

3.2 **Association Investigation and Visitation Privileges** - The Business 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 Board** - 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.

The Association will supply one (1) box/case of paper of a similar type and quality as used by the City on an annual basis to the City.

ARTICLE IV. HOURS OF WORK, OVERTIME AND CALLBACK

4.1 The workweek shall be comprised of four (4) or more consecutive equal 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. The Association and the City may mutually agree to reopen **Article IV, Section 4.1,** for the purpose of negotiating a departure from the status quo on shift hours and days on/days off rotation during the term of this Collective Bargaining Agreement.

4.1.1 The policy of bidding for shift assignments on a seniority basis by rank or within classification shall be recognized, provided seniority may be disregarded for good cause by the Employer.

Shift bids for the following year **open on September 1** and **close** on or about **October 1** and shall be open for thirty (30) days. Employees shall be **notified** of the result of the bid on or about **October 15.** Bid results may be subject to change due to events such as promotion, resignation or other good cause. For the purpose of this article, "on or about" means not to exceed three (3) days.

4.1.2 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

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 All approved overtime shall be compensated for in increments of fifteen (15) minutes with the major portion of fifteen (15) minutes being paid as fifteen (15) minutes.

4.3 **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.

4.4 **Required Training-** On-duty training will be compensated at the Employee's regular rate of pay with shift adjustments allowed as necessary and agreed upon by the Supervisor and Employee. OFF duty required training shall be paid with compensatory time off or paid at the time and one-half (1.5) rate with three (3) hour minimum.

4.4.1 **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, possibly in 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 obligation to their obligated shift hours of duty.

4.5 **Shift Premium** - Employees who are assigned to work a regular shift that includes hours between 1900 and 0600 hours, (the "Premium Period") shall receive a shift premium of five percent (5%) of the hourly wage, in addition to their hourly rate of pay. The shift premium shall apply to all hours worked as part of an assigned, regular shift that includes hours within the Premium Period. Employees who elect, but are not assigned, to work regular shifts that include hours within the Premium Period will not receive a shift premium for such shifts. Employees assigned to a shift that is eligible for the shift premium will receive the shift premium for any overtime hours attached to their shift that fall within the Premium Period, but will not receive the shift premium for overtime hours falling outside the Premium Period. Employees whose regular shifts do not include hours within the Premium Period will not receive the shift premium for overtime hours or overtime shifts worked within the Premium Period.

- e. g: Employee works a regular shift from 1800 to 0600 hours. They will receive the shift premium for all twelve (12) hours. If the Employee works three (3) hours overtime from 0600 to 0900 hours, they would not receive the shift premium for the overtime hours.

- Employee works a regular shift from 1500 to 0300 hours. The Employee works two (2) hours overtime from 0300 to 0500 hours. The Employee will receive the shift premium for all twelve (12) hours of their regular shift and will also receive the shift premium for the two (2) overtime hours.

- Employee normally works a regular shift between 0700 and 1700 hours. The Employee elects to change the work schedule one (1) day to work 1200 to 2200 hours to accommodate an assignment/meeting. The Employee would not receive the shift premium.

- Employee elects or is mandated to work an overtime shift between 1800 and 0600 hours. The Employee would receive overtime pay, but would not receive the shift premium.

4.6 Employees shall receive overtime for all shifts rescheduled with less than fourteen (14) days' notice except where there is a bona fide emergency. 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.

4.7 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 (14)** days' notice only when the request would not require the Employer to call another Employee to work in order to meet minimum staffing requirement, provided further that an Employee requesting compensatory time with less than **fourteen (14)** days' 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 **eighty (80)** 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. It will be the responsibility of the Employee to provide as much notification as possible. Requests submitted less than **eight (8)** hours prior to the start of a shift, may be denied by a Supervisor. While actually at work, an Employee will be granted a request to leave early if the staffing levels are met and work load allows.

4.8 Job Sharing and Part-Time Employment

4.8.1 **Job Share-Definition and Implementation-** A job share position is defined as a full-time budgeted position, which is occupied by two (2) part-time Employees. Job sharing shall be implemented, only upon the approval of the Chief of Police or designee.

4.8.2 **Job Share-Schedule-** Employees will share a full-time position on an agreed upon work schedule, which is convenient to the Employer and the Employees. Examples of schedules that might be used are:

- One Employee works two (2) ten (10) hour days and one (1) five (5) hour day and the other Employee works one (1) ten (10) hour day and one (1) five (5) hour day;
- One Employee works three (3) five (5) hour days and one (1) ten (10) hour day and the other Employee works three (3) five (5) hour days;
- Each Employee works five (5) hours per day;
- Each Employee works forty (40) hours in alternating weeks.

4.8.3 **Job Share-Coordination-** The Employees will be expected to coordinate with each other so that the responsibilities of the position and the level of required productivity are not adversely affected.

4.8.4 **Job Share-Compensation-** Each employee will be paid the hourly rate of pay of the established salary for the position. Due to seniority, two (2) Employees may be paid at different steps in the salary grade, however. Whenever one (1) Employee works during vacation, sick leave or other absence of the second Employee, the working Employee will receive additional compensation at the regular rate of pay for excess hours worked up to forty (40) hours in one (1) week. Any hours worked beyond forty (40) in one (1) week will be compensated at time and one-half (1.5).

4.8.5 **Job Share-Benefits** – Each Employee will be entitled to the following benefits:

- Vacation, Sick Leave and Holidays on a pro-rated basis;
- Medical, Dental and Vision insurance with the Employer share of the premium pro-rated;
- A Term Life Insurance policy paid for in full by the Employer;
- Participation in other Employee programs, including but not limited to the Employee Suggestion Program, Perfect Attendance Award, Wellness Program, and Employee Assistance Program;
- Participation in the MEBT program;
- Participation in the State of Washington Department of Retirement Systems (DRS).

If any additional employee benefits are provided to full-time employees, the parties will discuss whether part-time employees will receive the benefits and, if so, at what level.

4.8.6 **Job Share-Termination of Position-** Should either job share participant leave, the remaining participant will revert back to full-time status until such time as a suitable replacement can be employed. In addition, the Employer reserves the right to discontinue the job share position at any time for legitimate operational reasons.

4.8.7 **Job Share-First Right of Refusal on an Open Full-Time Position-** Should a job share participant wish to return to full time status and a full time position is then available, the job share participant shall have first right of refusal to the full time position.

4.8.9 **Regular Part-Time Employee-Definition and Implementation-** An employee who has successfully completed an orientation period (sometimes referred to as probationary or trial period) and who regularly works less than (40) hours but at least (20) hours a week. Benefits provided to a part-time employee shall be pro-rated based upon the ratio of the regularly scheduled hours per week of the part-time employee to 40 hours per week.

4.8.10 **Regular Part-Time Employee-Schedule-** The part-time position schedule will be position specific and crafted to accomplish the intended purpose of the position and to accomplish the objectives of the department. Where reasonably possible, the employee's work schedule shall be posted at least thirty (30) days prior to the beginning of the applicable work period. Vacation leave, holiday leave and pre-planned sick leave use will be scheduled in advance and in coordination with the unit supervisor.

4.8.11 **Regular Part-Time Employee-Benefits-** Each Employee will be entitled to the following benefits:

- Vacation, Sick Leave and Holidays on a pro-rated basis;
- Medical, Dental and Vision insurance with the Employer share of the premium pro-rated;
- A Term Life Insurance policy paid for in full by the Employer;
- Participation in other Employee programs, including but not limited to the Employee Suggestion Program, Perfect Attendance Award, Wellness Program, and Employee Assistance Program.
- Participation in the MEBT program;
- Participation in the State of Washington Department of Retirement Systems (DRS).

If any additional employee benefits are provided to full-time employees, the parties will discuss whether part-time employees will receive the benefits and, if so, at what level.

ARTICLE V. PROBATION SENIORITY AND LAYOFFS

5.1 **Probation Period** – Non-Commissioned Employees and Employees with Special Commissions shall be subject to a twelve (12) month probation period commencing with their first date of regular employment in a position within the Bargaining Unit. 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. Discharge of an Employee during this probation period shall not be subject to **Section 15.1.**

5.2 "Seniority" shall be defined as total length of service in the Bargaining Unit computed from the Employee's most recent first compensated day of regular employment within the Bargaining Unit, excluding the portion of extended leave of absence in excess of thirty (30) days and excluding periods of layoff less than twelve (12) months.

5.2.1 "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.

5.3.1 An Employee shall lose all seniority in the event of discharge or voluntary termination or layoff in excess of twelve (12) months.

5.4 **Layoffs-** Positions within the Bargaining Unit shall be assigned to "work units" as follows:

Police Services: Police Services Assistant

Animal Control/Ordinance Enforcement: Senior Animal Control/Ordinance Enforcement Officer, Animal Control/Ordinance Enforcement Officer

Crime Prevention: Crime Prevention Coordinator

Property: Property Officer

In the event of a layoff involving any of these work units, full time Employees, will be laid off by reverse order of seniority within the affected work unit (as contrasted with seniority as defined in **Section 5.2).** A part-time or job share Employee will be laid off by reverse order of seniority prior to any full-time Employees being subject to layoff.

An Employee, whether regular full-time, regular part-time or job share Employee, designated for layoff who held a position in another work unit within the previous two (2) years, who had a documented satisfactory work history in that prior position and who continues to meet the minimum qualifications for the prior position, may displace an Employee occupying the prior position who has less seniority as defined in **Section 5.2;** provided that upon mutual agreement between the Chief of Police or designee and the Association, the two (2) year limitation in this Section may be waived. An Employee returning to a prior position under this Section will serve a six (6) month probationary period.

- e. g: An Employee is facing layoff from the Animal Control/Ordinance Enforcement unit. That same Employee had previously held a position within the Police Services unit within the past two (2) years, had a history of satisfactory performance in that position and continues to meet the minimum qualifications for the position. The Employee designated for layoff may displace an Employee in Police Services who has less seniority as defined in **Section 5.2.**

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 are City recognized holidays for all regular full-time employees and regular Part-time employees:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Washington's Memorial Day	Third Monday in 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	
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 and 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. 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. Employees may use only the holiday hours accrued for the holidays up to an including the date that the employee wishes to use the leave. When employees terminate employment mid-year, they will be paid only for unused holiday hours that have occurred prior to their termination.

All provisions of this section apply to regular part-time employees as well with a pro-rated adjustment. Specifically, for regular part-time employees, each holiday consists of 4 hours and the holiday bank shall consist of forty-four (44) hours based on 0.5 FTE equivalent. It is expected that under normal circumstances regular part-time employees will not be working on city recognized holidays and holiday time will be utilized on the holiday if it falls on a regularly scheduled work day.

If any work is performed by a regular part-time employee on a holiday, additional compensation at the overtime rate shall be paid and any applicable holiday hours in the employee's holiday bank will be utilized at a later time.

7.2 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, 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 31'**[1] 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.

Regular part-time employees will use their holiday hours during the year. Should any holiday hours remain in the employee's holiday bank at year-end, those hours will be forfeited, except under the following circumstance: Should an employee be unable to use all of his/her holiday hours because s/he unexpectedly worked on a November or December recognized holiday, the employee will be allowed to carry over the holiday hours into the next year's vacation bank.

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
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	216 hours

This benefit also applies to regular part-time employees on a pro-rated basis.

8.1.1 For the purpose of this article, the term employment shall include any regular full time, and regular part-time (as defined in 4.8.9), employment with the City of Edmonds.

8.2 In the event of termination of employment, the Employee shall be given proportionate vacations earned in the current year, together with any unused earned vacations for, the preceding calendar year before being separated from the payroll.

8.3 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 31' 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

8.4 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 the Employee's 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 nonrefundable 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.

8.5 In order to make provisions for timely vacation schedules, all regular full-time Employees shall bid for vacations for the coming year. Preference in bidding for vacations and scheduling extra days off shall be administered in accordance with seniority.

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. 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. 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. This section does not apply to regular, part-time employees.

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

ARTICLE IX. LEAVES

9.1 **Sick Leave-** Employees shall receive sick leave accruals under **Section 9.8,** including a **one thousand (1,000)** hour maximum accrual, accrued at the rate of **nine (9)** hours per month (pro-rated for regular part-time employees). 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.
	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. At such time as the employee elects to convert hours 401-800, the employee will no longer be entitled to accrue sick leave. Hours accrued from eight hundred one (801) hours to one thousand (1,000) hours are not eligible for compensation or conversion.

Retirement is defined as being eligible to receive PERS benefits at the time of termination. 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 pay status until the sick leave is exhausted.

9.1.1 In the event of death of the Employee, payment for all unused sick leave shall be made to the surviving spouse or domestic partner or to Employee's estate if there is no spouse or domestic partner, at this regular straight-time hourly rate of pay.

9.2 An Employee eligible for sick leave with pay shall be granted such leave for:

- Personal illness or physical incapacity resulting from a cause beyond the Employee's control;
- Forced quarantine of the Employee;
- The death of a member of the Employee's immediate family, as defined in **9.6** and
- Illness of a member of the Employee's immediate family, as defined in **9.6.**

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.

9.2.1 In the event an Employee shall be entitled to benefits or payments under any program of disability insurance furnished by the Employer, Workers' Compensation Act, or similar legislation of the State of Washington, or any other government unit, the Employer shall pay only the difference between the benefits and payments received under such insurance or Act by such Employee and the Employee's regular rate of compensation that the Employee would have received from the Employer if able to work in accordance with applicable City policies. The foregoing payment by the Employer shall be limited to the period of time that such Employee has accumulated sick leave credits as specified herein.

9.2.2 Sick leave may be used for medical, dental, or ocular appointments, when absence during working hours for this purpose is authorized in advance by the Department Head, provided that the Employee

must make a reasonable effort to schedule such appointments at times which have the least interference with the workday.

9.3 The certificate of a physician 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 three 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.

9.4 **Leaves of Absence**- Leaves of Absence may be granted to the Employees by the Employer with the approval of the Chief of Police said absence to be for the benefit of the Employer and/or police education, preserving seniority status provided adequate provision can be made for replacement of the absent Employee during the Employee's absence. Seniority shall not accrue during any leave of absence.

9.5 **Jury Leave** - An Employee who is required to serve on a jury or as a result of official police department duties is required to appear before a Court, Legislative Committee or Quasi-judicial body as a witness in response to a subpoena or other legally binding directive, shall be permitted authorized leave with pay The Employee shall sign over to the Employer compensation received from the Courts for jury duty and remain on full paid status.

9.6 **Bereavement Leave**- An Employee shall be granted up to three (3) work-days leave with pay in the event of the death of any member of the immediate family.

Additional bereavement leave not to exceed three (3) days may be granted by the Mayor should travel or other unusual circumstances require the additional time. This additional leave shall be deducted and paid from the Employee's accrued sick leave.

Immediate family defined as:

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

9.7 **Sick Leave Incentive Bonus**- Unless otherwise specified in the labor agreement, Employees, who maintain a good attendance record, shall be eligible for the following Sick Leave Incentive Plan*:

Days of Sick Leave Used during the Year	Hours of Vacation Leave Earned
0	**24**
1	**16**
2	**8**
3 or more	**0**

* Pro-rated for regular part-time employees

This Sick Leave Incentive Plan excludes sick leave used for on duty injury involving an approved Washington State Labor and Industries (L & I) claim against the City or leave taken pursuant to Family Medical Leave Act (FLMA). The hours earned and used will be pro-rated to the nearest full hour. For the purposes of this section, day is defined as a work day under the Employee's present work schedule.

In the event of death of the Employee, payment for all unused sick leave up to eight hundred (800) hours shall be made to the surviving spouse or domestic partner or to the Employee's estate if there is no spouse or domestic partner, at the Employee's regular straight-time hourly rate of pay.

9.8 Employees will accrue sick leave at the rate of **nine (9)** hours per month commencing with the date of hire (pro-rated for regular part-time employees).

9.8.1 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 unpaid leave statue and accept the L&I Time Loss Compensation checks.
- Be placed on paid sick leave status (using accrued sick leave or if insufficient sick leave, then other paid leave shall be utilized) and sign the L&I Time Loss Compensation checks over to the City. The City would then "buy-back" and reimburse the Employee's sick leave bank.

9.9 **Light-Duty** – In the event an 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 9.9.3.**

9.9.1 **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.

9.9.2 **Rate of Pay/Required Duty**- Employees assigned light-duty status shall be paid at one hundred percent (100%) of their normal rate of pay. Regular full-time 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.

9.9.3 **Requested Duty-** An 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 (pro-rated for regular part-time employees) 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.

9.9.4 **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 Employees last date of employment.

ARTICLE X. INSURANCE

10.1 **Coverage**- The Employer shall make available to eligible regular full time Employees and eligible regular part-time employees (on a pro-rated basis), 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 (Association of Washington Cities) 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 currently provided through AWC.

10.1.1 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.

10.2 The Employer shall pay one hundred percent (100%) of those premiums necessary to maintain 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 medical care, dental care, and orthodontic care insurance coverage for each Employee's Dependents. Regular part-time employees shall receive these benefits on a pro-rated basis.

10.3 **Liability** - Liability insurance for Employees shall be provided by the Employer. 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 the Employees 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 hereafter, no claim for such payment may be made by an Employee prior to the conclusion of a criminal lawsuit.

ARTICLE XI. UNIFORMS ALLOWANCE AND OTHER EQUIPMENT

11.1 The employer shall provide the following uniform items to new Employees and replace any of the following items of any employee which in the reasonable opinion of the Employer require replacement:

Police Staff Assistants

Shirts (Polo); Short sleeve	4
Shirts (Flying Cross: short sleeve	2
Trousers	3 pair
Belt	1
Sweater or Vest	1
Shoes or boots	1 pair
Badge	1
Dept. Insignia	2 pair
Shoulder Patches	4 pair

Property Officers

Shirts (Polo); Short sleeve	4
Shirts (Flying Cross: short sleeve	2
Shirts (Flying Cross); short sleeve	2
Turtleneck	1

Trousers	3 pair
Belt	1
Sweater or Vest	1
Shoes or boots	1 pair
Jacket	1
Department Insignia	2 pair
Shoulder Patches	4 pair
Hat	1
Evidence Tech call out uniform	1

Animal Control Officers

Shirts (Flying Cross); long sleeve light blue	3
Shirts (Flying Cross); short sleeve light blue	3
Turtleneck	2
Trousers	3 pair
Belt	1
Hat	1
Tie	1
Tie Bar	1
Department Insignia	2 pair
Shoulder Patches	7 pair
Shoes or boots	1 pair
Badges	1
Uniform Jacket	1
Uniform Rain Pants	1
Jump suit	1

Crime Prevention Officer

Shirts (Polo); short sleeve polo	3
Shirts (Flying Cross); long sleeve light blue	1
Shirts (Flying Cross); short sleeve light blue	2
Shirts (Flying Cross); long sleeve dress white 1 Turtleneck	1
Trousers	3
Badge	1
Sweater or Vest	1
Tie	1
Tie Bar	1
Shoes or boots	1
Department Insignia	2 pair
Shoulder Patches	4 pair

11.1.1 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:

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

11.2 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.

11.2.1 All items of clothing, protective devices, and equipment issued by the Employer to each Employee shall remain the property of the Employer.

11.3 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 Employee through payroll deduction on a pro rata basis.

ARTICLE XII. MISCELLANEOUS

12.1 Employees covered under this Agreement may at times, and in some cases, may at all times, perform some duties of a Supervisor. Nothing in this Agreement shall in any way interfere with carrying out their duties.

12.2 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.

12.2.1 The Employer has the authority to adopt rules for the operation of the Department and conduct of its Employees provided the adoption of such rules are not deemed to be a waiver of the Association's Collective Bargaining Rights.

12.2.2 The Employer has the right to schedule overtime work as required in a manner most advantageous to the Employer and consistent with the requirements on municipal employment and the public interest.

12.2.3 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.

12.2.4 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.

12.2.5 The Employer shall have the Right to assign work and determine the duties of Employees; to schedule hours of work; to determine the number of personnel to be assigned at any time and to perform all other functions not limited by this Agreement.

12.3 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. If possession of a valid driver's license is a requirement in the employee's job description, 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.

12.3.1 Employees who operate City of Edmonds vehicles shall immediately notify their respective Assistant Chief through the proper chain of command any time the employee's driver's 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.

ARTICLE XIII. NO STRIKE PROVISION

13.1 During the term of this Agreement, the Association and/or the Employees shall not cause or engage in any work stoppage, strike, slowdown or other interference with City functions. Employees who engage in any of the foregoing actions may be subject to such disciplinary actions as may be determined by the Employer.

ARTICLE XIV. DISCHARGE. REDUCTION OR DEPRIVATION OF PRIVILEGES

14.1 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 The parties shall abide by the terms of the Employees **"Bill of Rights"** set forth in **APPENDIX "B".** In the case of Special Commission Employee's, covered by this contract, the **"Bill of Rights"** set forth in **APPENDIX "B"** of the Commissioned Officers Contract will be utilized.

14.3 All Employees shall be covered by Civil Service Rules as stated below. An Employee may either **"Grieve"** discipline or discharge through **Article XVI** Grievance Procedure or **"Appeal"** through the Civil Service Commission (CSC) Rules applicable for such Appeal. The parties further agree all other provisions covered by the Civil Service Rules, including applications, examination, eligibility, and appointments, shall be administered by the Employer in accordance with Personnel Policy and Department regulations and standards. All Employees covered by this Agreement shall be "grandfathered" into the system.

ARTICLE XV. GRIEVANCE PROCEDURE

15.1 A Grievance shall be defined as an issue raised 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, 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 16.1.3,** shall permit the Employee and/or Association the Right to submit a written demand:

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

of the Chiefs 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:

- 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.**

15.6 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 Chiefs level.

ARTICLE XVI- SAVINGS CLAUSE & MISCELLANEOUS

16.1 It is the intention of the parties hereto to comply with all applicable law and they believe that each and every part of this Agreement is lawful. 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. 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.

16.2 **Definitions** – "Days" when used in this contract shall refer to "calendar days" unless otherwise specified.

16.3 **AVL:** When the Edmonds Police Department begins using Auto Vehicle Locator (AVL) technology in its vehicles which are operated by Edmonds Police Department members, 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 member. AVL data may be used as corroborating evidence to prove or disprove allegations of misconduct made against an Edmonds Police member. 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 member'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.

16.3.1 In the case of Edmonds Police members 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.

16.4 **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 lockers, 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.

16.5 **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 situation, 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 D – INFORMATION SERVICE- ACCEPTABLE USE POLICY – for guidelines on use of City computers.

ARTICLE XVII. DURATION

17.1 This Agreement shall be effective January 1, 2017 and shall remain in full force until December 31, 2019 and shall remain in effect during the course of negotiations on a new Labor Agreement.

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

By: _____

Dave Earling, Mayor

DATE: 2-26-18

ATTEST:

BY _____

Sharon Cates, City Attorney

DATE: February 26, 2018

EDMONDS POLICE OFFICERS' ASSOCIATION

By: _____

Ross Sutton, EPOA President

DATE: 02-26-2018

APPENDIX
"A" to the
AGREEMENT
by and between
CITY OF EDMONDS,
WASHINGTON
and the
EDMONDS POLICE OFFICERS' ASSOCIATION
(Representing the Law Enforcement Support Service 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.

Wages and benefits shall be retroactive for all employees who were employed by the city on the date this agreement is fully ratified by both parties, and any employee who was laid off, retired under the PERS system at normal retirement age, retired under the PERS system with an actuarially reduced retirement, or left employment due to disability. No employee who voluntarily left employment or was discharged for cause is eligible for retroactivity. For the purposes of this paragraph, retirement is defined pursuant to RCW 41.40.010(24).

A.1 **Effective January 1, 2017**, the classification of work and the monthly rates of pay for each classification covered by this Agreement shall be increased across the board by 2.3%.

A.1.1 **Effective January 1, 2018**, the wage scale shall be increased across-the-board by 3.0%.

A.1.2 **Effective January 1, 2019**, the wage scale shall be increased across-the-board by 2.5%.

PAY GRADE CLASSIFICATION MONTHLY RATES OF PAY

GRADE	STEP I	STEP II	STEP III	STEP IV	STEP V	STEP VI
NE-10*	4,576	4,674	4,908	5,153	5,410	5,680
NE-10	4,531	4,628	4,859	5,102	5,356	5,623
NE-9*	4,351	4,438	4,665	4,893	5,138	5,394
NE-9	4,308	4,396	4,620	4,845	5,086	5,341
NE-8	4,118	4,199	4,408	4,631	4,857	5,104
NE-7	3,887	3,962	4,164	4,370	4,587	4,820
NE-6	3,655	3,733	3,915	4,113	4,318	4,534

The monthly rate of pay for regular part-time employees is based on the FTE (40-hour per work week) equivalent, i.e. 20 hours per week expressed as .50 FTE.

A.1.3 **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 PAY	MONTHLY LONGEVITY PAY
After 5 years	1.5% of Employee's monthly rate of pay
After 10 years	3.5% of Employee's monthly rate of pay
After 15 years	5.5% of Employee's monthly rate of pay
After 20 years	7.5% of Employee's monthly rate of pay

A.2 **Classification and Pay Grades** - The classifications covered by this Agreement and their corresponding Pay Grades shall be as follows:

CLASSIFICATIONS	PAY GRADES
Senior Animal Control/Ordinance Enforcement Officer	**NE-10***
Crime Prevention Coordinator	**NE-10**
Domestic Violence Coordinator	**NE-9***
Animal Control/Ordinance Enforcement Officer	**NE-9***
Property Officer	**NE-8**
Police Services Assistant	**NE-7**
Administrative Assistant	**NE-6**
Parking Enforcement Officer	NE-6
Any regular part-time Employee for the above positions	**Pro-rated**

Market Rate Adjustment – Animal Control/Ordinance Enforcement Officer
Adjust Animal Control/Ordinance Enforcement Officer from NE9 to NE9* effective 1/1/18

A.2.1 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 an 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 I and/or twelve (12) months in each higher pay STEP.

A.2.2 **Generally**- Employees shall receive wages according to the six (6) STEP Pay Plan based upon longevity set forth in **Section A.l.** Each STEP (with the exception of the first STEP which represents six (6) months) represents one (1) full year of longevity with the Employer in a particular job classification.

A.2.3 **Longevity Increase** - Increases to the next higher STEP shall be made after an Employee is paid at a given pay STEP for one (1) full year. If the completion of such year occurs at other than the beginning of a semi-monthly pay period, the increase shall be effective at the beginning of the next semi-monthly pay period.

A.2.4 **Promotional/Upgrade Reclassification**- Promotion shall be defined as movement from one position covered by this Agreement to another position covered by this Agreement with a higher Pay Grade. 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 rate of pay five percent (5%) higher than that currently being received by the promoted Employee.

A.2.5 **Demotion/Downgrade Reclassification** - Demotion shall be defined as movement from one position covered by this Agreement to another position covered by this Agreement with a lower Pay Grade. An Employee demoted from one classification to another shall be placed into the pay Step affording them the same number of months service time that they had prior to the demotion to the lower classification.

A.2.6 **Transfer Reclassification** - Transfer shall be defined as movement from one position covered by this Agreement to another position covered by this Agreement in the same pay grade.

A.2.7 All Reclassifications pursuant to **Sections A.2.4; A.2.5 and A.2.6** shall be subject to a six (6) month probationary period.

A.3 **Tuition Reimbursement**-
Employees shall be eligible for a reimbursement of up to forty dollars ($40.00) per calendar quarter for tuition paid for a job-related course of instruction. If Department or Division rules require the

completion of specified courses in order to qualify for promotion in the Department or Division, the Employer shall reimburse the Employee the full cost of tuition for such courses up to eighteen (18) credit hours per year. Reimbursement' shall be made in either case only in the course of instruction is approved in advance by the Department Head or Mayor and the Employee received a grade point average of two (2) or higher. No reimbursement shall be made for any single course in which the Employee receives a grade less than C or grade point less than two (2), or equivalent. Such tuition reimbursement shall be refunded (by payroll deduction if possible) to the Employer if the Employee voluntarily terminates employment within one (1) year following completion of the course. In making such reimbursement, the Employer may use its own funds or funds from other governmental sources. If the City policy, regarding reimbursement rates, is increased during the term of this Agreement, then the reimbursement in the Agreement shall be increased accordingly.

A.4 **Accreditation Pay**- An Employee shall receive, in addition to the monthly rate of pay set forth within **Section A. 1,** monthly Accreditation Pay equal to one percent (1.0%) as long as the Department is recognized as an accredited agency by the Washington Association of Sheriffs and Police Chiefs or the Commission on Accreditation for Law Enforcement Agencies.

A. 5 **Public Disclosure Specialist**- The Public Disclosure Specialist position is to be classified as having an **"indeterminate rotation"** period. 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, candidates will be expected to serve a minimum of three (3) years in the assignment before voluntarily leaving. 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 Public Disclosure Specialist 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 Public Disclosure Specialist duties shall receive a four percent (4.0%) pay incentive while so acting in such capacity on a full time basis. An employee receiving the incentive pay will be required to obtain/maintain the Washington Public Records Officer certification. The employee will have twelve (12) months in which to obtain the certification and must maintain it as a condition of receiving the incentive pay. The City will pay the associated costs of obtaining/maintaining the certification (time in classes, cost of classes, etc.).

APPENDIX "B"
to the
AGREEMENT
by and between
CITY OF EDMONDS, WASHINGTON
and the
EDMONDS POLICE OFFICERS' ASSOCIATION
(Representing the Law Enforcement Support Service 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 (Representing the Law Enforcement Support Service Employees) 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** (IA) **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,
- 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 he is 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 (IA) interview subject to the notice requirements of **Section B.2.2.** As noted in **Section B.2.5** 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 way 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.

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.

NOTE: For Employees with Special Commissions involved in a "use of force" type incident, please refer to **Section 15.2.**

APPENDIX "C"
to the
AGREEMENT
by and between
CITY OF EDMONDS, WASHINGTON
and the
EDMONDS POLICE OFFICERS' ASSOCIATION
(Representing the Law Enforcement Support Service Employees)

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF EDMONDS, WASHINGTON, hereinafter referred to as the Employer, EDMONDS POLICE OFFICERS' ASSOCIATION (Representing the Law Enforcement Support Service Employees)

Drug & Alcohol Policy

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 "D"
to the
AGREEMENT
by and between
CITY OF EDMONDS, WASHINGTON
and the
EDMONDS POLICE OFFICERS' ASSOCIATION
(Representing the Law Enforcement Support Service Employees)

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF EDMONDS, WASHINGTON, hereinafter referred to as the Employer, EDMONDS POLICE OFFICERS' ASSOCIATION (Representing the Law Enforcement Support Service Employees)

Information Services Acceptable Use Policy

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 42.17 Public Disclosure

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-panel 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

1. Management and Administration

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 42.17) and the law governing preservation and destruction of public records (RCW 40.14).

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.

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.

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.

1.5. Use of City communication systems for solicitation of non-City business or for personal gain is prohibited.

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.

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.

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.

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.

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.

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.

1.12. Only those employees or officials who are duly 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.

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.

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.

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.)

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.

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.

1.16.2. Employees may not download entertainment software or games or play games with others over the communication systems.

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.

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.

2. Technical

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.

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.

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).

3. Security

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.

3.2. Files containing confidential and/or protected data that are transferred in any way across communication systems must be protected.

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 networks. 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.

3.4. Only those communication systems, services and functions with documented City business purpose will be enabled at the systems firewall.

4. Incidental use

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.

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.

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.

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.

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 :

4.5.1. There is little or no cost to the City;

4.5.2. Any use is brief in duration, occurs infrequently, and is the most effective use of time or resources;

4.5.3. The use does not interfere with the performance of the officer's or employee's official duties;

4.5.4. The use does not disrupt or distract from the conduct of City business due to volume or frequency;

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

4.5.6. The use does not compromise the security or integrity of City property, information, or software.

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:

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).

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).

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.

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

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.

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.

5. Policy Changes; Other City of Edmonds Policies

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.

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. References:

6.2. Regulatory Codes of Washington (RCW) 42.52.160, 42.52.180, 42.17.190

6.3. Washington Administrative Code (WAC) 292-120-035