



CITY COUNCIL

AGENDA BILL # AB22-0054

City of Algona
200 Washington Blvd.
Algona, WA 98001

ITEM INFORMATION																					
SUBJECT:	Agenda Date: November 14th, 2022																				
Algona Police Officers Association 2023-2025 Proposed Collective Bargaining Agreement	Department/Committee/Individual	Created	Reviewed																		
	Mayor		X																		
	City Administrator		X																		
	City Attorney		X																		
	City Clerk		X																		
	Finance Dept																				
	PW/Utilities																				
	Planning Dept																				
	Community Services																				
	Police Dept		X																		
Cost Impact:	Finance Committee																				
Fund Source:	Planning Commission																				
Timeline:	Civil Service Committee																				
Staff Contact: James Schrimpscher, Acting City Administrator																					
Attachments: Algona Police Officers Association Proposed Collective Bargaining Agreement																					
<p>SUMMARY STATEMENT: The proposed 2023-2025 Algona Police Officers Association CBA has the following changes from the current CBA:</p> <ul style="list-style-type: none"> - There is a new vacation accrual schedule as shown here: <table border="1" style="margin-left: 20px; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Length of Service</th> <th style="text-align: center;">Hours/Pay Period</th> <th style="text-align: center;">Hours/Per Month</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">0-60 months</td> <td style="text-align: center;">2</td> <td style="text-align: center;">4</td> </tr> <tr> <td style="text-align: center;">61-120 months</td> <td style="text-align: center;">5</td> <td style="text-align: center;">10</td> </tr> <tr> <td style="text-align: center;">121-180 months</td> <td style="text-align: center;">7.5</td> <td style="text-align: center;">15</td> </tr> <tr> <td style="text-align: center;">180-240 months</td> <td style="text-align: center;">9</td> <td style="text-align: center;">18</td> </tr> <tr> <td style="text-align: center;">240 months +</td> <td style="text-align: center;">10</td> <td style="text-align: center;">20</td> </tr> </tbody> </table> <ul style="list-style-type: none"> - COLA 4% for 2023 and minimum 2.5% and maximum 4.5% for the remainder of the agreement term. - In lieu of holidays, add 3.5% to the semi-monthly wage and paid out on each payroll in lieu of holiday pay. Holidays essentially become a regular work day under this arrangement (no overtime, no replacement days off). - Longevity pay has increased by 1%. It now has completion of 5 years of service a 3% increase, 10 years – 4%, 15 years – 5%, etc.) - The Premium Pay cap has increased from 5% to 6% and the premiums from 2% to 3%. 				Length of Service	Hours/Pay Period	Hours/Per Month	0-60 months	2	4	61-120 months	5	10	121-180 months	7.5	15	180-240 months	9	18	240 months +	10	20
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COMMITTEE REVIEW AND RECOMMENDATION:																					
RECOMMENDED ACTION:																					
RECORD OF COUNCIL ACTION																					
<i>Meeting Date:</i>	<i>Action:</i>	<i>Vote:</i>																			

AGREEMENT

BY AND BETWEEN

CITY OF ALGONA

AND

**Algona Police
Officer
Association**

(REPRESENTING THE LAW ENFORCEMENT EMPLOYEES)

(JANUARY 1, 3 THROUGH DECEMBER 31, 5)

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COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
CITY OF ALGONA
AND

**Algona Police Officer
Association**

(REPRESENTING THE LAW ENFORCEMENT EMPLOYEES)

(JANUARY 1, 3 THROUGH DECEMBER 31, 5)

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AGREEMENT
BY AND BETWEEN
CITY OF ALGONA
AND
Algona Police Officer Association

(JANUARY 1, 2023 THROUGH DECEMBER 31, 2025)

These Articles constitute an Agreement between the City of Algona, a political subdivision of the State of Washington, hereinafter referred to as the "Employer" or "City" and the Algona Police Association, Washington, hereinafter referred to as the "Association".

ARTICLE 1..... ASSOCIATION RECOGNITION

1.1 **ASSOCIATION RECOGNITION** - The Employer, for all employees in classifications listed in Appendix A and under their direct and indirect control of hiring and firing, hereby recognizes the Association to be the exclusive bargaining agent in all matters of wages, hours and conditions for said employees.

The language of this section does not waive and is not a bar to the Association's right to petition PERC for the inclusion of other classifications (new or current) in the Association.

1.2 Temporary and provisional employees, as defined in the City's Civil Service Rules in effect as of January 1, 2008, are not covered by this Agreement. However, no temporary or provisional employee may work more than 960 hours in any calendar year without mutual agreement between the Association and the Police Chief.

1.3 The City agrees to not hire a temporary or provisional employee to displace or replace a current member of the bargaining unit.

ARTICLE 2..... ASSOCIATION SECURITY

The Employer shall deduct monthly dues clearly and affirmatively authorized by assignment authorization form acknowledging the indemnity/hold harmless provision of this paragraph.¹ The Employer will deposit such dues with the Association. Upon issuance and transmission of such dues and initiation fees to the Association, the Employer's

responsibility shall cease with respect to such deductions. The Association and each employee authorizing the assignment of the wages for payment of Association dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made in good faith from the wages of such employee. In the event an employee gives the Employer written notice of their withdrawal of authorization for a wage assignment and instruction to cease making monthly dues deductions from their wages, Employer shall give the Association Business Agent written notice (email is sufficient) within five (5) working days of receipt of the employee's notice/instruction and comply with the employee's instruction no later than the payroll period next following the Employer's receipt of the notice/instructions.

2.1 NEW EMPLOYEES - The Employer will notify the Association of all new hires involving Bargaining Unit positions within twenty (20) calendar days of hire.

All newly hired employees shall be introduced to the Shop Steward or designee who will be allowed thirty (30) minutes to brief the new hire on the collective bargaining agreement, Association membership and related matters as part of the new hire orientation. No employee, however, may be mandated to remain with the Shop Steward or designee for the briefing after the introduction.

2.2 The Employer shall provide the Association with the name, home address, home phone number, starting pay step, and classification of the new employee.

¹The Association's wage assignment authorization form shall include the supplement attached as Appendix B to this Agreement.

ARTICLE 3.....ENTIRE AGREEMENT

3.1 ENTIRE AGREEMENT - The agreement expressed herein in writing constitutes the entire agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

3.2 The parties acknowledge that each has had the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that opportunity are set forth in this agreement. Therefore, the Employer and the Association, for the duration of this agreement, each voluntarily agree to waive the right to oblige the other party to bargain with respect to any matter not specifically referred to or covered by this agreement, except as may be mutually agreed to.

ARTICLE 4.....MANAGEMENT RIGHTS

4.1 MANAGEMENT RIGHTS - Employer's business, the efficient management and operation of the workforce are vested in the Employer.

Except as specifically restricted by this agreement, and subject to the Employer's obligation to bargain pursuant to RCW 41.56 et seq., the foregoing functions of the Employer are recognized to include, but are not limited to, the right to hire, promote, and change or discontinue operations, practices and work of employees, including establishing or modifying job classifications and descriptions.

- 4.2.1 It further includes the right to determine the hours of work, work schedules, and to make and enforce rules and regulations to promote safety, efficiency, discipline for just cause, order, and protection of the Employer's employees, operations, and property from injury, damage, or other loss from any source, provided nothing herein shall be construed to waive the Employer's obligation to bargain changes in mandatory subjects of bargaining and nothing herein shall be construed to waive the Association's obligation to bargain changes in mandatory subjects.
- 4.2.2 **EMPLOYEE CLASSIFICATION - Full-Time Employees** - Full-time employees means any position in which the employee regularly works one hundred sixty (160) hours in a twenty eight (28) day period.
- 4.2.3 Except in emergency situations, the Chief of Police shall not perform bargaining unit work.
- 4.2.4 **NEW CLASSIFICATION** - Should the Employer establish a new classification during the term of this agreement, it shall establish wage rates for the classification which are in proper relationship to wage rates paid similar classifications or requirements of other classifications within the facility. Before putting these wage rates into effect, the Employer will discuss them with the Association and attempt to arrive at mutual agreement on wage rates for the new classification. If no agreement is reached, the Employer shall implement its previously determined wage rate.

ARTICLE 5.....GRIEVANCE PROCEDURES

- 5.1 Grievance, as used herein shall mean any dispute or controversy that may arise over the interpretation or application of an express provision of the agreement.
 - 5.1.1 **STEP ONE** - Within fifteen (15) calendar days of knowledge of the occurrence the situation, condition or action giving rise to an alleged employee grievance, the employee affected or a Association representative, shall present the grievance, in writing, to the employee's immediate supervisor or the Police Chief. The written grievance shall contain the specific contract violation, a brief summary of the relevant facts, and the remedy sought by the grievant.

The employee's immediate supervisor or the Police Chief shall provide a written response to the employee or Association representative within fifteen (15) calendar

days of receipt of the grievance.

- 5.1.2 STEP TWO - If a settlement is not reached, the written grievance shall be presented by a Association representative to the Mayor or the Mayor's designated representative, who may request a meeting as soon as possible, but in no event may the meeting occur later than twenty (20) calendar days after the Mayor's receipt of the request for the purpose of discussing the grievance. If a meeting between the Mayor and the Association occurs, the Mayor shall render a written decision about the grievance as soon as possible after the grievance if a meeting is not requested, the Mayor shall render a written decision about the grievance within twenty (20) calendar days following receipt of the grievance.
- 5.1.3 STEP THREE - If a settlement is not reached in Step Two, either party may submit the matter to arbitration within twenty (20) calendar days following the completion of Step Two.
- 5.2 ARBITRATORS - Should the parties be unable to agree upon an arbitrator, they shall request a list of the names of seven (7) arbitrators from the Public Employment Relations Commission. The parties shall alternatively strike names until one name remains on the list. The remaining person shall be the arbitrator. The order of striking of names shall be determined by a coin toss.
 - 5.2.1 The decision of the arbitrator shall be final and binding on both parties; provided, however, the arbitrator shall have no power to add to, subtract from or alter, change, or modify the terms of this agreement, and the arbitrator's power shall be limited to interpretation or application of the express terms of this agreement, and all other matters shall be excluded from arbitration.
 - 5.2.2 Each party shall bear the cost of its own representation and presentation of their case. The arbitrator's fee and costs shall be paid by the losing party as determined by the arbitrator.
- 5.3 TIME LIMIT -At any step of the grievance procedure, time limits may be extended by mutual written agreement of the parties.
- 5.4 ELECTION OF REMEDY - Should the affected employee wish to appeal disciplinary action as defined in the progressive discipline article of this agreement; the employee may file a petition with the Civil Service Commission in accordance with the rules of the commission. Such petition to the Civil Service Commission waives all rights of appeal through the grievance procedure.

ARTICLE 6 NON-DISCRIMINATION

- 6.1 NON-DISCRIMINATION Any employee member of the Association, acting in any official capacity whatsoever, shall not be unlawfully discriminated against for

his/her acts as such officer of the Association, nor shall there be any unlawful discrimination against any employee because of Association membership or activities. The Employer is an equal opportunity employer, and shall not discriminate on the basis of race, religious creed, color, national origin, ancestry, age, sex, marital status, or disability consistent with state and federal laws.

ARTICLE 7.....DISCIPLINE AND DISCHARGE

7.1 **JUST CAUSE** - Disciplinary action and/or discharge shall be imposed upon an employee only for just cause.

7.2 In the administration of discipline, the provisions of the Police Department Policy and Procedure Manual that relate to standards of conduct by an employee shall apply unless contrary to or inconsistent with expressed language in this agreement.

7.2.1 **PROBATIONARY EMPLOYEES** -All new employees shall serve a probationary period as established by the Civil Service Commission. The Association may not question the dismissal of any probationary employees nor shall the dismissed be the subject of a grievance. Nothing contained in this article shall prohibit the Employer from extending the probationary period, provided the affected employee agrees to such extension.

7.2.2 **DISCIPLINARY ACTIONS** - Disciplinary action shall include only the following:

- a. Verbal Reprimand
- b. Written Reprimand
- c. Reassignment (with an economic benefit attached)
- d. Suspension without Pay
- e. Demotion
- f. Discharge

Disciplinary action will normally be progressive in nature, but the level of discipline administered may depend upon the seriousness of the offense.

7.2.3 New employees shall serve a probationary period of twelve (12) months commencing upon successful completion of a certified police academy.

7.2.4 **ASSOCIATION AND EMPLOYEE RIGHTS** - The Association shall have the right to process any disciplinary action as a grievance through the grievance procedure, except for a verbal reprimand or written reprimand, and except for employees serving an initial probationary period who are discharged.

The suspect employee and the Association shall be entitled to Association representation and/or legal representation at all meetings attended by the suspect employee where discipline is being considered for that suspect employee.

- 7.3 INVESTIGATIVE INTERVIEWS/INTERNAL AFFAIRS INVESTIGATION - The interview of a suspect employee concerning action(s) or inaction(s) which, if proved, could reasonably lead to a reassignment, suspension without pay, demotion, or discharge for that employee, shall be conducted under the following conditions and procedures:
- a. If an employee is considered a suspect, at a reasonable time in advance of the any investigative interviews, the suspect employee shall be informed in writing, with a copy to the Association, of the nature of the investigation; the specific allegations related thereto; and the policies, procedures and/or laws that form the basis for the investigation; and shall be advised that an opportunity to consult with a Association representative and/or legal representative will be afforded prior to the interview.
 - b. The requirements of Section 7.3.a of this Section 7.3 shall not apply if (1) the suspect employee is under investigation for violations that are punishable as felonies or misdemeanors under law, or (2) in the discretion of the Chief or his designee notices to the suspect employee would jeopardize a criminal investigation.
 - c. The suspect employee shall have the right to have a Association representative/attorney present during any interview which may reasonably result in a suspension without pay, demotion or discharge of the suspect employee. The opportunity to have a Association representative/attorney present at the interview or the opportunity to consult with a Association representative/attorney shall not unreasonably delay the interview. However, if the interview begins with the consent of the suspect employee in the absence of a Association representative/attorney, but during the interview the suspect employee concludes that assistance is required by reason of increasing seriousness of the disciplinary problem, the suspect employee shall be allowed a reasonable time in which to obtain a Association representative/attorney.
 - d. To the extent reasonably possible, all interviews under this section shall take place at Police Department facilities.
 - e. The Employer may schedule the interview outside of the employee's regular working hours, however, in that event the appropriate overtime rate and/or irregular hour's payment shall be made to the employee.
 - f. The employee shall be required to answer any question concerning a non-

criminal matter under investigation and shall be afforded all rights and privileges to which the employee is entitled under State or Federal laws.

- g. The employee shall not be subject to coercion, nor shall investigator(s) make promises of rewards or threats of harm as inducements to answer questions.
- h. During an interview, the employee shall be entitled to such reasonable intermissions as the employee may request for personal physical necessities.
- i. All interviews shall be limited in scope to activities, circumstances, events and conduct that pertain to the action(s) or inaction(s) of the employee that is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the employee about information that is developed during the course of the interview.
- j. If the Police Department tape records the interview, a copy of the complete tape recorded interview of the suspect employee, noting the length of all recess periods, shall be furnished to the employee upon the suspect employee's written request. If the interviewed suspect employee is subsequently charged with misconduct, upon the written request of the suspect employee or the Association, the Employer shall provide a complimentary copy of any tapes to the Association on behalf of the employee.
- k. Interviews and internal affairs investigations shall be concluded without unreasonable delays.
- l. The employee and the Association shall be advised within a reasonable period of time, in writing, of the results of the investigation and what future action, if any, will be taken regarding the matter investigated.
- m. This article is not intended to limit the Police Department's ability to conduct a fair and comprehensive investigation nor impose unreasonable time limits upon the conduct of such investigation.

7.4 NOTICE AND OPPORTUNITY TO RESPOND - Upon reaching the conclusion that just cause exists to discipline an employee with a reassignment, or a suspension without pay, or a demotion, or discharge, the Chief of Police shall provide the employee and the Association with the following prior to the administration of discipline:

- a. A copy of all materials that are part of or related to the investigation upon which the allegation(s) or charge(s) are based.

- b. The directives, policies, procedures, work rules, regulations or other order of the Employer that allegedly was violated and how these were violated.
- c. What disciplinary action is being considered.
- d. Copies of previous documented disciplinary actions identified in Section 7.2.2 above.

7.4.1 EMPLOYEE'S RESPONSE - The affected employee and the Association shall have the opportunity to respond to the allegation(s) or charge(s) orally or in writing, normally within three working days, Monday through Friday, receiving the information and materials provided by the Employer in Section 7.3 above, provided the Association may request a reasonable extension of time to respond, which request will not be unreasonably denied by the Chief or his designee.

7.4.2 PRE-DISCIPLINARY MEETING - If the employee and/or the Association choose to respond orally, an opportunity to respond to the allegation(s) or charge(s) shall occur at a pre-disciplinary meeting conducted and presided over by the Chief of Police or his designee, who shall have the authority to impose or to recommend the proposed disciplinary action. Reasonable advance notice of this meeting, its time and place shall be given the employee and the Association. This meeting shall be informal. The employee and the Association shall be given reasonable opportunity to be heard, to respond to the allegation(s) or charge(s), and to have the responses considered prior to the imposition of discipline.

7.4.3 EMPLOYER'S DECISION - Within a reasonable time, but not beyond thirty (30) calendar days from the date of the pre-disciplinary meeting, the Chief of Police shall issue a written decision imposing discipline, exonerating the employee or taking such other action deemed appropriate.

7.5 USE OF DEADLY FORCE SITUATIONS - An employee using deadly force while exercising authority as a Police Officer shall be allowed to consult with a Association representative or attorney, upon request, prior to being required to give an oral or written statement about the use of deadly force. Such right to consult with a representative or attorney shall not delay the giving of the statement more than twenty-four (24) hours. Unless otherwise required for compliance with state law.

7.6

ARTICLE 8.....BULLETIN BOARDS

8.1 The employer shall provide suitable, non-public space for the bargaining unit to use as a bulletin board in each Employer building staffed by bargaining unit employees. Postings by the bargaining unit on such boards shall be confined to official business of the Association.

ARTICLE 9.....ASSOCIATION OFFICIAL TIME OFF

9.1 ASSOCIATION OFFICIAL TIME OFF - Association officials who are employees in the bargaining unit (officer, executive board member, or member of the negotiating team), shall be granted reasonable time off to conduct Association business provided the number of employees allowed time off for negotiations or any other purpose shall be limited to one (1) Association official who may conduct Association business during his/her shift, provided it does not interfere with the necessary operations of the department. Association business includes grievance-related meetings and hearings, negotiations, discipline-related meetings and hearings, and other labor- management meetings with the Employer.

At the discretion of the Chief of Police, one employee at a time may be excused without pay for other official Association business for a period not to exceed one week.

ARTICLE 10.....INSPECTION PRIVILEGES

10.1 INSPECTION PRIVILEGES - Authorized agents of the Association shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the agreement is being adhered to; provided, however, that there is no interruption of the department's working schedule and with prior approval of the Chief of Police.

ARTICLE 11.....SICK LEAVE

The parties agree to the following terms and conditions for the accrual and usage of sick leave. Nothing in this Article 11 is intended or shall be interpreted to violate any provision of RCW 49.46.210 or the administrative provisions adopted by the Washington State Department of Labor and Industries in WAC Chapter 296-128 implementing the statutory requirements for sick leave.

11.1 SICK LEAVE - Employees shall accrue sick leave at the rate of eight (8) hours for each full calendar month of employment, to a maximum of seven hundred-twenty (720) hours.

11.2 USAGE - Employees eligible for sick leave with pay shall have such leave deducted from accrued sick leave for the following reasons:

11.2.1 An absence resulting from an employee's mental or physical illness, injury, or health condition; or

11.2.2 An absence resulting from the employee's care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care; or

-
- 11.2.3 When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason: or
- 11.2.4 An absence that qualifies for leave under the domestic violence leave act, chapter 49.76 RCW; AND
- 11.2.5 An employee is entitled to use accrued paid sick leave beginning on the ninetieth calendar day after the commencement of his or her employment.
- 11.3 FAMILY MEMBER - "Family member" as that term is used in this Article means any of the following:
- 11.3.1 A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
- 11.3.2 A spouse;
- 11.3.3 A registered domestic partner;
- 11.3.4 A grandparent;
- 11.3.5 A grandchild; or
- 11.3.6 A sibling.
- 11.4 NOTIFICATION - An employee on sick leave shall notify the Chief or his/her designee of the fact and the reasons therefore within four (4) hours (when possible) prior to the beginning of the employee's scheduled shift, and shall complete a sick leave report on return to work.
- 11.4.1 Should the sick leave continue beyond three (3) consecutive shifts, and if required by the Chief or his/her designee, the employee shall file a health care practitioner's statement with the Chief confirming that the employee was not fit for duty during the time in question. The three-day limitation shall not apply if the employer has documented reasonable suspicion that sick leave is being abused.
- 11.4.2 Failure to provide notice or provide a health care practitioner's statement and/or complete a sick leave report as required herein, may be cause for denial of such leave with pay for the period of absence.

Employees receiving sick leave with pay who simultaneously receives compensation under the Worker's Compensation Law or other insurance plan paid for by the Employer shall receive, for the duration of such compensation only that portion of their regular salary which together with said compensation

shall equal their regular salary provided, however, this provision shall not apply to compensation received for benefits other than salary compensation.

11.5 INCREMENTS OF USAGE - Sick leave shall be granted on a daily or hourly basis but in no case less than one hour or increments of less than one-half hour when over an hour.

11.6 FAMILY LEAVE - The Employer shall comply with the State and Federal Family Leave Acts as presently set forth or hereinafter amended.

ARTICLE 12.....BEREAVEMENT LEAVE

12.1 BEREAVEMENT LEAVE - In the event of the death of one of the employee's immediate family, up to three (3) days bereavement leave shall be granted. Additional leave time which will be charged as sick, vacation, or to compensatory time balances previously earned, at the employee's discretion, may be granted at the discretion of the Chief or his designee. Immediate family shall include parents, siblings, spouse, spouse equivalent, child (including step-child, foster child or legally adopted child), mother-in-law and father-in-law, brother-in-law, sister-in-law, grandchildren, or grandparents of the employee.

12.2 DEATH OF SPOUSE DOMESTIC PARTNER OR CHILD - The Chief of Police has the ability, at his discretion to authorize 30 calendar days of paid leave for the employee.

ARTICLE 13.....VACATION

13.1 VACATION - All full-time regular employees shall be entitled to the following vacation time with pay.

Length of Service	Hours/Pay Period	Hours/Per Month
0-60 months	4	8
61-120 months	5	10
121-180 months	7.5	15
180-240 months	9	18
240 months +	10	20

- 13.2 Each full-time regular employee shall be entitled to accrue unused vacation leave not to exceed a maximum of two hundred forty (240) hours. Except for medical leave of absence all vacation leave shall be taken at a time mutually agreeable between the employee and the Employer. Should the two hundred forty (240) hour maximum be exceeded at the end of the year, the Employer shall pay into the employee's VEBA account, all vacation hours in excess of two hundred forty (240) hours at the employee's regular hourly rate of pay.
- 13.3 New employees, on being appointed to a full-time position, shall accrue vacation leave in accordance with the aforementioned provisions; provided, however, that such employee who leaves the Employer's service prior to completion of one year of service shall not be compensated for any accrued vacation time.
- 13.4 **PAYMENT FOR UNUSED VACATION LEAVE** - Employees who have completed one (1) or more years of service and who leaves the employment of the Employer shall be eligible for pay for all accrued vacation leave not used.
- 13.5 **VACATION SCHEDULE** - On February 1st of each year each department director shall post a twelve (12) month vacation roster establishing the dates that vacation is available. Employees within the department shall bid vacation on or before March 1st of each year. Selection of vacation dates shall be made by order of seniority within each department. Where an employee chooses to split vacation into two (2) or more periods, no second or third choice may be made until all other employees have made their first or second selection respectfully. Vacation scheduling requested after March 1st of each year shall be on a first come first serve basis, subject to the approval of the Chief of Police. The employee reserves the right to make modifications to the vacation schedule depending on bona fide operational requirements.

ARTICLE 14.....HOLIDAYS

- 14.1 **NUMBER OF PAID HOLIDAYS** - All full-time employees shall be entitled to compensation for twelve (12) eight (8) hour holidays per year as listed below:

All full time employees who are scheduled to work on one of the agreed upon holidays shall be compensated as follows:

The holidays herein referred to shall be as follows:

- | | |
|----------------------------|--------------------------------|
| New Year's Day | Veteran's Day |
| Martin Luther King Jr. Day | Thanksgiving Day |
| President's Day | The day following Thanksgiving |
| Memorial Day | Christmas Eve |
| Fourth of July | Christmas Day |
| Labor Day | One "Floating Holiday" |

For employees in commissioned positions, in lieu of holidays, the City has agreed to add 3.5% to the semi-monthly wage and paid out on each payroll in lieu of holiday pay. Holidays essentially become a regular work day under this arrangement (no overtime, no replacement days off). This change will become effective January 1st 2023. e.

- 14.2 Scheduling of holiday time shall be done on a classification seniority basis provided that time *off* requests are submitted at least one (1) month before each shift change for the upcoming schedule. Any time *off* requests submitted less than one (1) month before each shift change shall be done on a first come, first serve basis. If a supervisor receives two (2) or more requests for time *off* at the same time, then resolution of the conflicting time *off* shall be based on classification seniority.
- 14.3 ELIGIBILITY: New employees shall be eligible for all holidays except the "floating holiday". New employees shall become eligible for the "floating Holiday" after four (4) months of continuous employment.
- 14.4 Upon separation of employment, an employee shall be paid for all accrued, but unused in-lieu-of holiday time at the employee's current regular rate of pay.

MERIT LEAVE: Each employee is eligible to receive up to one complete shift *off* as "Merit Leave" subject to the following condition - merit leave shall be at the discretion of the Chief of Police. In order to receive merit leave an employee must meet with the Chief of Police and the Police Sergeant in January of the year prior to being eligible for merit leave. At that meeting a written agreement will be created setting out goals for the year. Merit leave will be given to employees who meet or exceed all individual goals set for a calendar year. By December 31, the Chief of Police must sign the written agreement indicating whether or not an officer has met all of their individual goals and will indicate on said agreement whether any merit leave shall be granted. These records shall be provided to the City Clerk.

ARTICLE 15.....WAGES

- 15.1 WAGES - Employees covered by this agreement shall be compensated in accordance with the wage schedule set forth in Appendix A to this agreement.

ARTICLE 16.....UNIFORMS & EQUIPMENT

- 16.1 UNIFORMS - Upon employment, the Employer shall provide a new probationary employee with all equipment and uniforms as may be required by the Police Chief.
- 16.2 The Employer shall provide each employee all uniforms and equipment required by changes or additions as required by the Police Chief.

- 16.3 The Employer shall provide an annual credit of seven hundred fifty dollars (\$750.00) to an authorized vendor to each commissioned officer of the Police Department for the purchase of items required by the Chief.
- 16.4 Any uniform or equipment item authorized by the Chief which becomes damaged in the line of duty through no fault of the employee shall be replaced by the Employer and not charged against the officer's clothing allowance.
- 16.5 Upon termination for any reason, the employee shall return all clothing, uniforms, and equipment issued and authorized by the Chief.
- 16.6 Each full time employee, including detective, shall receive a cleaning allowance of twenty-five dollars (\$25.00) for each full month of service. Employees shall receive twelve dollars and fifty cents (\$12.50) each pay period.
- 16.7 The Employer reserves the right to hire a cleaning service in lieu of paying the cleaning allowance set forth in Section 16.6. If the Employer exercises this option, the Employer will notify the Association and involve the Association negotiators in the change to a cleaning service.
- 16.8 The Employer shall provide the following, which shall not be charged against the uniform and equipment allowance:
- 16.9 Additional Items
Body Armor - Must meet or exceed the standards developed by the National Institute of Justice (NIJ), US Department of Justice. The armor shall be replaced every five (5) years.
Two (2) breast badges
Shoulder patches
One (1) name tag
One (1) I.D. card
- 16.10 Items purchased through the uniform and equipment allowance and all additional items provided by the Employer shall be maintained on a department inventory and shall remain the property of the Employer.
- 16.11 The replacement of uniform and equipment items lost or damaged because of employee negligence shall be the responsibility of the employee.
- 16.12 Should an employee purchase any items other than those listed above, such items will be paid for and maintained at the employee's expense. The use of such additional items is subject to the approval of the Chief of Police and shall remain the property of the employee.
- 16.13 Upon termination for any reason, all items purchased through the uniform and equipment allowance shall be returned to the Employer.

ARTICLE 17HEALTH AND WELFARE

- 17.1 AFFORDABLE HEALTH CARE ACT OF 2010 - The members of the Association agree to the plan provided by the Employer from the Association of Washington Cities (AWC) - However, should circumstances rise due to federal legislation such as the "Affordable Health Care Act of 2010" that cause an undue burden on either the Employer or members of the Association, the Association will agree to move to the plan selected by the Employer, and may then reopen the collective bargaining process regarding the healthcare issue only to bargain any changes sought by the Association.
- 17.2 MEDICAL - The Employer shall make available Association of Washington Cities Health First 250 Plan (or a subsequent plan if the Health First 250 Plan is discontinued due to the above described provisions of the Affordable Care Act) medical insurance program for all full-time regular employee's spouse/domestic partner, and dependents, and shall pay one hundred percent (100%) of the medical insurance premiums for coverage of each employee, but the Employer and employee shall share the costs of the medical insurance premium for the employee's spouse/domestic partner and dependents in accordance with the following
- Effective - January 1, 2011, each employee shall pay twenty five percent (25%) of the medical insurance premiums for the employee's spouse/domestic partner and dependents.
- 17.3 DENTAL - The Employer shall make available the following dental insurance plans for all full-time employees, and shall pay one hundred percent (100%) of the premiums for employee, employee's spouse and qualified dependents.
- Plan: Washington Dental Service Plan (A) plus orthodontia plan 1
- 17.4 VISION - The Employer shall make available the AWC Vision Plan for all full-time employees, as well as the Second Pair Rider benefit, and shall pay one hundred percent (100%) of the premium.
- 17.5 LIFE INSURANCE - The Employer shall make available the Guardian Life/Disability Plan (\$30,000) for all full-time employees, and shall continue to pay one hundred percent (100%) of the premium.
- 17.6 EMPLOYEE ASSISTANCE PROGRAM-The Employer shall make available the AWC Employee Assistance Plan (EAP) for all full-time employees, and shall continue to pay one hundred percent (100%) of the premium.
- 17.7 CITY OF ALGONA WELLNESS PROGRAM - The Association recognizes that every dollar counts and for that reason pledges full commitment and support in helping the Employer accomplish their goals set forth in the "Well City" program

so that the Employer may continue to receive the 2% reduction to health care insurance costs.

- 17.8 MEDICAL SAVINGS TRUST-The Association members may join a Medical Savings Trust plan administered by the Association. The Employer shall provide minimal clerical support to set up participation and support authorized payroll deductions.
- 17.9 DISABILITY INSURANCE - The Association members may join a (short and long term) disability insurance program administered by the Association. The Employer shall provide minimal clerical support to set up participation and support authorized payroll deductions. The Employer shall contribute \$25.00 per member each month to this program. During calendar year 2019, the City shall increase its contribution to \$35.00 per month for each employee.

ARTICLE 18.....HOURS OF WORK AND OVERTIME

- 18.1 WORK CYCLE -A regular work cycle shall be one hundred sixty (160) hours in a twenty-eight (28) day period.
 - 18.1.1 WORK SCHEDULE - A regular work schedule shall consist of four (4) consecutive ten (10) - hour days on duty, followed by three (3) consecutive days off duty. The Chief reserves the right to assign an alternate work schedule for employees when assignments, special duties, training, vacations or sick leave preclude the use of the regular work schedule. The Employer reserves the right to determine the hours of work and work schedules.
 - 18.1.2 WORK DAY - The work day shall consist of a twenty four (24) hour period which begins at the start of the employee's regular work shift. For example, if an employee's work shift begins at 0700 on Monday, then the work day runs from 0700 Monday until 0659 Tuesday.
 - 18.1.3 Absent an emergency, or the circumstances described in Section 18.1.1 above, the Employer shall notify the Association in writing not less than fourteen (14) calendar days of a shift change, (i.e., 4-40 vs. 5 on, 2 off) but such change may not be implemented until the Employer has met and conferred for not less than thirty (30) calendar days (following the 14 days referred to above) with the Association regarding said change.
 - 18.1.4 Overtime shall be hours worked in excess of one hundred sixty (160) hours in a twenty eight (28) day work cycle and shall be paid at the rate of one and one half (1½) times the employee's regular straight time hourly rate of pay for hours actually worked to the nearest quarter of an hour, or in compensatory time off at one and one half (1½) times the employee's regular straight time hourly rate of pay.

18.1.5 The use of vacation, holiday, sick leave and compensatory time shall, for the purpose of overtime calculation, constitute hours worked.

18.1.6 In the event that an employee's scheduled shift is changed with less than a thirty-six (36) hour notice the employee shall work the new shift. All hours worked outside of the hours the employee was originally scheduled to work shall be paid at the employee's overtime rate of pay or in compensatory time off, at his/her discretion.

18.2 OFF-DUTY CALLBACK - Employees called back to duty after the completion of a shift shall receive two (2) hours minimum pay at the employee's overtime rate of pay. The employee will not be scheduled consecutive ten (10) or eight (8) hour shifts with less than fifteen (15) hours between shifts. If the employee is required to work with less than fifteen (15) hours between shifts, they shall be paid at the employee's overtime rate of pay or in compensatory time off, at his/her discretion.

18.2.1 REPORT PAY - Report pay shall be utilized for court appearances and staff meetings. Compensation for report pay shall be a minimum of two (2) hours at the regular straight time hourly rate of pay.

COMPENSATORY TIME - Employees may elect to accrue overtime as compensatory time up to a maximum of eighty (80) straight time hours. Compensatory time will be granted at one and one half (1 1/2) hours for each qualifying hour worked. All compensatory time shall be scheduled off with the concurrence of the Chief of Police.

18.2.2 Compensatory time accumulated beyond eighty (80) hours shall be paid to the employee's VEBA account, at the end of the year, at the employee's regular hourly rate of pay.

18.3 Except in emergencies the Employer shall post the new shift schedules seventy two (72) hours in advance of said shift change. Any shift change which is mutually agreed upon shall not apply to this section.

ARTICLE 19.....LONGEVITY

19.1 LONGEVITY - Longevity pay shall be added to the employee's base pay according to the following schedule:

Upon Completion of 5 years service	3.0% of base pay
Upon Completion of 10 years service	4.0% of base pay
Upon Completion of 15 years service	5.0% of base pay
	6

ARTICLE 20 CIVIL SERVICE

20.1 Civil Service rules shall prevail concerning any subject not specifically addressed within this agreement.

ARTICLE 21.....EDUCATIONAL REIMBURSEMENT

21.1 EDUCATIONAL REIMBURSEMENT - Employees who have completed the probation period may receive reimbursement for attending courses or training previously approved by the Chief of Police. To be qualified for said reimbursement the employee must achieve a grade of B (3.0 for college classes) or if no numerical or letter grade is given, passing grade. Approval and the amount shall be at the discretion of the Chief of Police, subject to the approval of the Mayor, and shall not be subject to the grievance procedure.

ARTICLE 22OUT OF CLASS PAY

ACTING PAY - Employees required by the Chief or designee to accept the responsibilities and carry out the duties of a position or rank above that which he normally holds shall be paid a 5 percent (5%) premium while so acting. However, such person shall not be paid in the higher wage classification until the employee has worked one (1) shift at the higher classification. If any such employee works the above amount or more at the higher classification, he/she shall be paid the proper pay scale beginning with the first day so assigned. An employee assigned by the Chief of Police to an "Acting" or "Out of Classification" position shall return to their original rank and position at the conclusion of the temporary or out of classification assignment.

ARTICLE 23 PREMIUM PAY

23.1 DETECTIVE PREMIUM - Employees assigned by the Chief of Police to the investigation function of the police department shall receive five percent (5%) premium pay per month while assigned.

23.2 EMERGENCY VEHICLE OPERATION INSTRUCTOR- The assigned officer will receive two percent (3 %) premium pay per month while performing these duties.

23.3 FIELD TRAINING OFFICER - The officer assigned to this position will receive premium pay at the rate of two percent (3 %) per month, and agrees to complete 3 hours of continued educational classes yearly.

23.4 PATROL TACTICS INSTRUCTOR - The assigned officer in this position, as appointed by the Chief will receive a two percent (3 %) premium while performing these duties.

- 23.5 FIREARMS AND ARMOR - Employees assigned by the Chief of Police as the Departments Firearms/Armor shall receive a two percent (3 %) premium pay per month while assigned.
- 23.6 COLLEGE DIPLOMA - Employees with an AA degree will receive an additional one percent (1%), and employees with a BA degree will receive an additional two percent (2%) premium pay per month.
- 23.7 BI-LINGUAL PREMIUM - Employees who speak a second language, which is used in the line of duty, will receive a two percent (3 %) premium pay, per month.

Not bolded

Combined premium pay shall not exceed six percent (6 %), at any given time, for any given officer **ARTICLE 24 PURGING OF DISCIPLINE**

- 24.1 The Employer may take disciplinary action of any employee for just cause, but no employee shall be discharged or suspended unless a written warning notice shall previously have been given to such employee of a complaint against the employee concerning work conduct, except that no such prior warning notice shall be necessary if the cause for discharge or suspension is for serious misconduct.
- 24.2 The complaint specified in such prior written warning notice shall be for the same type of misconduct as the cause for disciplinary action. The written notice shall remain in an employee's file for a period of twelve (12) months.
- 24.3 Should the employee commit the same misconduct during the next thirty-six (36) month period, a written reprimand (including the disciplinary action taken) may remain in the employee's file for twenty-four (24) months from the date of the subsequent misconduct.
- 24.4 The provisions of this article shall not apply to probationary employees.
- 24.5 It is the intent of both parties to this agreement that disciplinary records be retained consistent with Washington State Public Records law and best practice.
- 24.6 No record of serious misconduct shall be removed from an employee's personnel file for a minimum of 72 months and then only upon petition to the Chief of Police. Records of minor misconduct may be removed by petitioning the Chief of Police, and the approval of the Mayor, after one year has passed without any new disciplinary action. Any records removed from an employee's personnel file shall be retained or destroyed consistent with Washington State Records Retention law and guidelines. If a disciplinary record is removed from an employee's personnel file via the petition process, it shall be retained by the City for a period of time required by Washington State Public Records Law and best practice.

- 24.7 Notwithstanding the above sections, discipline will be purged consistent with Washington State Law. Nothing in this article is intended to alter the requirements of state law regarding records retention, and in the event of any conflict between the provisions of this article and state law, state law shall prevail.

ARTICLE 25.....SAFETY

- 25.1 **MUTUAL OBJECTIVE** - It is the mutual objective of both parties to this agreement to maintain high standard of safety in order to eliminate as far as possible industrial accidents and illness.
- 25.2 **SAFETY COMMITTEE** - A Safety Committee consisting of four employees, two representing the Employer and two representing the Association shall be established. The Chair of this committee shall rotate between the Employer and the Association once every year. The Safety Committee shall meet a minimum of once every calendar quarter. The Safety Committee meetings shall be conducted on Employer's paid time and shall not exceed four (4) hours per calendar quarter.
- 25.3 The duties of the Safety Committee shall be to advise on matters relating to employee safety, as set forth in WISHA laws, review applicable WISHA laws and regulations, and make recommendations for maintenance of proper safety standards. Minutes of the meetings will be taken by an appointed member of the committee. Copies of the minutes shall be sent to the Mayor's office and to the Association Representative.
- 25.4 **SAFETY EQUIPMENT** - The Employer shall furnish proper safety devices for all employees as prescribed by WISHA standards. It shall be mandatory that all employees use such devices.

ARTICLE 26 LAYOFF

- 26.1 In the event of a reduction in the workforce, the Employer shall lay *off* the employee with the least seniority within the classification from which the layoff occurs. Employees who have completed their probation in a previous position may bump back to the classification from which they were promoted.

ARTICLE 27 SENIORITY

- 27.1 In the month of January of each year, Association employees will have the opportunity to bid on shift preference, with preferred shifts being awarded on a seniority basis at the discretion of the Police Chief. Shift assignment for the Sergeant or future detective's position will be at the discretion of the Chief of

Police.

ARTICLE 28 INDEMNIFICATION OF EMPLOYEES

28.1 The Employer indemnifies and holds personally harmless all of its employees for any action, claim or proceeding instituted against said individuals arising out of acts or omissions, except in cases of intentional acts or omissions and willful and wanton negligence, in the scope of employment.

The Employer holds such individuals harmless from any expenses connected with the defense, settlement, or monetary judgment from such actions, claims or proceedings. If insurance becomes unavailable, then employees shall, at the Employer's request, obtain substitute individual insurance protecting themselves against liability for their acts or omissions in the scope of their employment.

The Employer shall pay the premiums for such insurance and shall have the right to approve the policies. If substitute individual insurance is not available, or if no policy is in effect at the time of a liability-creating event, the Employer shall act as self-insurer for the indemnity under this article.

ARTICLE 29 SUBCONTRACTING

29.1 The Employer shall not subcontract the bargaining unit work of an employee who is on layoff.

ARTICLE 30 SAVINGS CLAUSE

30.1 Should any term or provision of this agreement be in conflict with any State or Federal statute or other applicable law or regulation binding upon the Employer, such law or regulation shall prevail. In such event, however, the remaining terms and provisions of this agreement will continue in full force and effect. No Employer ordinance or resolution shall modify or change any article of this agreement during the life of this agreement, unless mutually agreed by the Employer and the Association.

30.2 If any article or section of this agreement shall be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such tribunal, the remainder of this agreement shall not be affected thereby, and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 31 DEFERRED COMPENSATION

- 31.1 The Employer shall provide matching contribution to a Deferred Compensation Plan for regular full-time employees who have completed their initial probation period, not to exceed seventy-five dollars (\$75.00) **per-month**. Lateral hire employees shall receive matching contributions from date of hire. The bargaining unit members shall choose one (1) plan for all members from a list of available plans provided by the Employer.
- 31.2 If the Algona Police Department becomes a W.A.S.P.C. accredited police department during the effective date and duration of this agreement, then each member shall be eligible to an additional \$25.00 per month matching contribution to the Deferred Compensation Plan. This eligibility shall remain in effect as long as the Algona Police Department remains accredited.
- 31.3 If the Algona Police Department develops a "block watch program" that includes participation by at least one half of the households in Algona (Note that number would be 472 for the year 2017), then each member shall be eligible for an additional \$25.00 per month matching contribution to the Deferred Compensation Plan. This eligibility shall remain in effect as long as one half of the households remain as active participants in the Crime Prevention Program. (Active participation shall be determined via an annual survey to be completed during the month of October of each year or other mutually agreed upon method.)

ARTICLE 32.....EFFECTIVE DATE AND DURATION OF AGREEMENT

32.1 This Agreement, effective and retroactive to January 1, 2023 , shall remain in full force and effect until December 31, 2025 .

DATED this _____ day of _____, 2022.

CITY OF ALGONA

**Algona Police
Association**

David E. Hill, Mayor

James Schrimpsheer, Chief of Police

Sergeant Hector Aponte,
Algona Police Officer Association
President

Zach Lell,
Attorney for City of Algona

APPENDIX A
TO THE
AG REEMENT
BY AND BETWEEN
CITY OF ALGONA, WASHINGTON
AND

Algona Police Officer Association

JANUARY 1, 3, THROUGH DECEMBER 31, 5

THIS APPENDIX is supplemental to that Agreement by and between the CITY OF ALGONA, WASHINGTON ("Employer") and the Algona Police Officer Association, ("Association").

A.1 Effective January 1, 3, monthly rates of pay for employees covered under this Agreement shall be as follows with an increase of 4.0%:

Classification	Step A 00-06 mo.	Step B 07-18 mo.	Step C 19-30 mo.	Step D 31-42 mo.	Step E 43-60 mo.
Police Sergeant I	7,909.03	8,304.83	8,720.57	9,156.25	9,614.11
Police Corporal	6,395.22	6,714.85	7,050.94	7,403.50	7,773.65
Police Officer	6,033.21	6,334.73	6,651.84	6,984.47	7,333.65
Police Specialist	4,558.15	4,786.51	5,013.75	5,264.91	5,528.73

A.2 Effective January 1, 2023, monthly rates of pay set forth in Section A.1 shall be increased by a COLA increase of one hundred percent (100%) of that percentage increase set forth from June 2021 to June 2022 as is supplied by the Bureau of Labor Statistics, United States Department of Labor; provided however said increase shall not exceed four percent (4.5%) nor shall it be less than two percent (2.5%).

A.3 Effective January 1, 2024, monthly rates of pay set forth in Section A.1 as further amended by Section A.2, shall be increased by a COLA increase of one hundred percent

(100%) for that period from June 2021 to June 2022 as is supplied by the Bureau of Labor Statistics, United States Department of Labor; provided however said increase shall not exceed four percent (4.5%) nor shall it be less than two percent (2.5 %).

Collective Bargaining Agreement 2020-2022
City of Algona/ Fraternal Order of Police Local #27