

AGREEMENT
BY AND BETWEEN
CITY OF PORT ORCHARD, WASHINGTON
AND
PORT ORCHARD POLICE GUILD
(REPRESENTING THE PATROL OFFICER EMPLOYEES)
JANUARY 1, 2019 THROUGH DECEMBER 31, 2021
Contract No. 046-19

TABLE OF CONTENTS
to the
AGREEMENT
By and Between
CITY OF PORT ORCHARD
and

PORT ORCHARD POLICE GUILD
(Representing Patrol Officer employees)

January 1, 2019 through December 31, 2021

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
ARTICLE 1	EXCLUSIVE BARGAINING REPRESENTATIVE.....	3
ARTICLE 2	NON-DISCRIMINATION	3
ARTICLE 3	GUILD MEMBERSHIP	3
ARTICLE 4	MANAGEMENT RIGHTS	3
ARTICLE 5	DISCIPLINE	4
ARTICLE 6	GRIEVANCE AND ARBITRATION	5
ARTICLE 7	HOURS OF WORK AND WORKING CONDITIONS	6
ARTICLE 8	WAGES, LONGEVITY PAY	8
ARTICLE 9	DEFINITIONS	9
ARTICLE 10	HOLIDAYS	9
ARTICLE 11	VACATIONS.....	10
ARTICLE 12	SICK LEAVE	10
ARTICLE 13	BEREAVEMENT	13
ARTICLE 14	LEAVES OF ABSENCE	13
ARTICLE 15	HEALTH AND WELFARE	13
ARTICLE 16	LAYOFFS	15
ARTICLE 17	UNIFORM ALLOWANCES.....	15
ARTICLE 18	SAVINGS CLAUSE.....	16
ARTICLE 19	NO STRIKE CLAUSE	16
ARTICLE 20	NEGOTIATION NOTIFICATION	16
ARTICLE 21	POLICIES	16
ARTICLE 22	LEGALITY	16
ARTICLE 23	POLICE OFFICER INTERVIEW GUIDELINES AND RELATED MATTERS.....	17
ARTICLE 24	GUILD ACTIVITIES	21
ARTICLE 25	MISCELLANEOUS	21
ARTICLE 26	TEMPORARY EMPLOYMENT	21
ARTICLE 27	TRAINING AND EDUCATION	21
APPENDIX "A"	23
APPENDIX "B"	24


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AGREEMENT
By and Between
CITY OF PORT ORCHARD
and

PORT ORCHARD POLICE GUILD

(Representing Patrol Officer employees)

January 1, 2019 through December 31, 2021

PREAMBLE

This Agreement is entered into by the City of Port Orchard, Washington, hereinafter also referred to as the Employer and the Port Orchard Police Guild, hereinafter also referred to as the Guild.

ARTICLE 1 EXCLUSIVE BARGAINING REPRESENTATIVE

1.1 The Employer recognizes the Guild as the exclusive bargaining representative for all Patrol Officer employees. The Agreement does not cover extra help, seasonal employees, supervisors, sergeants, the Deputy Chief, and the Chief of Police.

ARTICLE 2 NON-DISCRIMINATION

2.1 The Employer and the Guild agree that employment shall be consistent with applicable state and federal laws regarding non-discrimination.

ARTICLE 3 GUILD MEMBERSHIP

3.1 The parties agree to comply with the provisions of Chapter 41.56 RCW regarding guild membership.

ARTICLE 4 MANAGEMENT RIGHTS

4.1 Except as otherwise specifically provided in this Agreement, and subject to the Guild's right to negotiate mandatory subjects of bargaining, the Employer has the sole and exclusive right to exercise all the rights and functions of management. Without limiting the generality of the foregoing, management rights includes; but is not limited to:

- (1) The determination of Police Department policy, including the right to manage the affairs of the Police Department in all respects;
- (2) The right to assign working hours, including overtime;
- (3) The right to establish, modify or change work schedules, managing of facilities and equipment, including the amount of facilities and equipment;


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- (4) The right to direct the employees of the Police Department, including the right to hire, evaluate qualifications, evaluate skill and ability, promote, demote, suspend, layoff and discipline or discharge for just cause;
- (5) The right to organize and reorganize the Police Department in any manner it chooses, including the size of the Police Department and the determination of job classifications and rank based upon duties assigned, except where such changes impact mandatory subjects of bargaining, wherein the Employer will notify the Guild of its intent and offer the opportunity to bargain prior to final decision by the Employer;
- (6) The determination of the safety, health and property protection measures for the Police Department in accordance with applicable statutes and regulations;
- (7) The selection, promotion or transfer of employees to supervisory or other managerial or technical positions, except where otherwise subject to Civil Service procedures;
- (8) The allocation and assignment of work to employees within the Police Department;
- (9) The determination of policy affecting selection or training of employees;
- (10) The scheduling of operations and determination of the number and duration of hours of assigned duty per week, except that the Employer will notify the Guild of its intent and offer the opportunity to bargain prior to final decision by the Employer;
- (11) The establishment, modification and enforcement of Police Department rules, regulations and orders;
- (12) The transfer of work from one position to another within the Police Department;
- (13) The introduction of new, improved or different methods and techniques of operation of the Police Department or changes in existing methods and techniques;
- (14) The placing of service, maintenance or other work with outside contractors or agencies of the Employer;
- (15) The determination of the number of ranks and the number of employees within each rank; and
- (16) The determination of the amount of supervision necessary.

4.2 The Employer has the right to immediately exercise its management rights without consultation with the Guild in exigent circumstances, subject to any applicable requirements of Ch. 41.56 RCW and its accompanying regulations.

4.3 The Guild reserves the right to assert that the continuation of the City's management rights clause does not require the Guild to waive any bargaining rights it presently has under Ch. 41.56 RCW and the City reserves the right to contest this assertion.

ARTICLE 5.....DISCIPLINE

5.1 Discipline is defined to include written reprimands, suspensions without pay, demotions to a lower paying classification, and termination of employment.

5.2 It is agreed that the City has the right to discipline any employee for just cause.


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ARTICLE 6GRIEVANCE AND ARBITRATION

- 6.1 A "grievance" means a claim or dispute by an employee or group of employees or the Employer with respect to the interpretation or application of the provisions of this Agreement.
- 6.2 If an employee or group of employees, or their delegated Guild representative is/are not satisfied with the solution by the supervisor, the grievance, in writing, may be presented within thirty (30) calendar days of its alleged occurrence to the employee's immediate supervisor who shall attempt to resolve it within fifteen (15) calendar days after it is presented to the immediate supervisor. However, if the immediate supervisor has no authority to adjust the issue, the grievance shall be introduced at the next level in the chain of command.
- 6.3 If the employee or employees or their delegated Guild representative is/are not satisfied with the solution by the supervisor, the grievance, in writing, may be presented within fifteen (15) calendar days of receipt from the immediate supervisor to the Department Director who shall attempt to resolve it within (30) thirty calendar days after it has been presented to him or her. It is required that the written statement include the section of the Agreement allegedly violated, the facts, and the remedy sought.
- 6.4 If the employee or group of employees or their delegated Guild representative is not satisfied with the solution by the Department Director, the grievance, in writing together with all other pertinent material may be presented to the Mayor by the Guild representative, within fifteen (15) calendar days of receipt from the Department Director.
- 6.5  In the event a grievance is not satisfactorily settled after presentation to the Mayor, the Guild, if it so chooses, may submit the matter to arbitration under the following procedures; provided, however, that a grievance involving a disciplinary action at the level of an Education or Warning may only proceed through the Mayor's review and decision, unless the Employer later relies on any document of an Education or Warning as part of a subsequent disciplinary action against the disciplined employee, at which time the Employer agrees that the Guild may elect to contest any such Education or Warning through arbitration, and the Employer affirms that it will not assert any procedural defenses in processing that matter. A written request for arbitration must be made by the Guild within thirty (30) calendar days after receipt of the Mayor's decision. In regard to each case reaching this step, the parties will attempt to agree on an arbitrator to hear and decide the particular case. If the parties are unable to agree on an arbitrator within ten (10) working days of the submission of the written request for arbitration, either party may request a list of nine (9) names from the Public Employment Relations Commission (PERC). An arbitrator shall be selected by alternating strikes, the first strike to be determined by a flip of a coin. The arbitrator shall hold a hearing and accept pertinent evidence submitted by both parties and shall be empowered to request such data as he/she deems pertinent to the grievance. Each party to the proceedings may call such witnesses as may be necessary. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. The hearing shall be kept private and shall include only the parties in interest and/or their designated representatives and witnesses.
- 6.6 The arbitrator shall be authorized to rule and issue a decision in writing on the issue presented for arbitration, such decision shall be final and binding on both parties. The arbitrator shall rule only on the basis of information presented in the hearing before him/her and shall refuse to receive any information after the hearing except when there is mutual agreement, and in the presence of both parties. The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change or modify the terms of this Agreement, and the arbitrator's power shall be limited to interpretation and application of the express terms of this Agreement. The arbitrator's decision shall be made in writing and, if neither party wishes to submit a post-hearing brief, shall be issued to the parties within thirty (30) days after the arbitration hearing. If either or both parties wish to submit post-hearing briefs, said brief(s) may be submitted to the arbitrator on a date agreed upon by the parties or, if they are unable to agree on a date, designated by the arbitrator. If post-hearing briefing is submitted, the arbitrator's written decision shall be issued to the parties within thirty (30) calendar days of submission of the briefs. Each party shall pay any compensation and expenses relating to its


CITY


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own witnesses or representatives. If either party requests a stenographic record of the hearing, the cost of said record will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half of the stenographic costs. Any PERC fee for the list of nine (9) names and the fee and expenses of the arbitrator shall be paid by the party ruled against by the arbitrator. In the event that the arbitrator's decision provides for a split ruling, the arbitrator shall then determine the appropriate share of the total cost that will be paid by each party.

- 6.7 None of the foregoing is intended to mean that the Guild itself cannot lodge a grievance and process the same through the various steps to arbitration in accordance with and subject to the provisions hereof. The right of the Guild to so lodge and process a grievance is expressly confirmed. An employee may be represented at any stage of the grievance procedure by the Guild. No settlement of a grievance with an employee shall be contrary to the terms of this Agreement.
- 6.8 ELECTION OF REMEDIES – In no event may the Guild/employee receive an arbitration hearing and a hearing under the Port Orchard Civil Service Commission’s appeal procedures regarding the same grievance, issue, or matter. The Guild, on behalf of the employee, must elect a remedy i.e., either pursuing arbitration under this Article 6 or pursuing an appeal before the Port Orchard Civil Service Commission (within the timeframes established by the Civil Service Commission’s rules). Submission of a matter to the Port Orchard Civil Service Commission constitutes an election of remedies and irrevocably waives the right to pursue the matter through the arbitration process. Similarly, submission of a matter to the arbitration process constitutes an election of remedies and irrevocably waives the right to pursue the matter through the Port Orchard Civil Service Commission.

ARTICLE 7HOURS OF WORK AND WORKING CONDITIONS

7.1  HOURS OF WORK

7.1.1 The regular work week shall be forty (40) hours of work consisting of five (5) consecutive eight-hour days followed by two (2) consecutive days off or four (4) consecutive ten-hour days followed by three (3) consecutive days off during a seven-day period, except for shift changes. The selection or subsequent change in the work week shall be at the discretion of the Employer.

7.1.2 OFF DUTY WORK — If the Employer approves off duty work, the payment for such work shall be through the Employer. Any off duty work shall be paid at the overtime rate, but the hours worked shall not be counted towards the forty (40) hour work week for determining overtime for on duty work. The provisions relating to holiday pay, call back and other compensation enhancement provisions of this Agreement shall not apply to off duty work, nor shall off duty work apply to increase the compensation enhancement for on duty work. Off duty work shall be offered first to bargaining unit members before offering it to reserve officers. The officer working the special event shall receive off duty pay for the actual time worked, or the number of hours charged by the Employer to the special event sponsor, whichever is greater.

7.1.3 SHIFT BIDS – Shifts will be bid by seniority based on a mutually agreeable procedure between the Employer and the Guild. Provided, however, that the Police Chief (or his/her designee) may assign employees to different shifts than which is bid upon by any employee if determined necessary by the Police Chief based upon a legitimate operational reason.

7.2  OVERTIME - Services performed in excess of eight (8) hours in a day or forty (40) hours per week will be compensated at one and one-half (1.5) times the regular hourly rate. If a 10-hour workday is in effect all time over ten (10) hours will be compensated at one and one-half (1.5) times the regular hourly rate.

7.3 CALL-BACK - Should an employee be called for duty other than the regular shift, such employee shall receive a minimum of three (3) hours of overtime pay, excluding court time. Call back shall not apply when


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the employee is called back to work within two (2) hours of the start of their regular shift. A reserve officer shall not be used to supplant bargaining unit scheduled work, unless the work is first offered to bargaining unit members. Reserves may be used to supplement scheduled shifts, or to fill scheduled shifts where no bargaining unit member is available.

7.3.1 SCHEDULED OVERTIME - Should an employee be scheduled for duty other than the regular shift, such employee shall receive a minimum of three (3) hours of overtime pay. It is understood and agreed that the Employer may require that the employee work the entire period.

7.3.2  COURT PAY - Should an employee be called or scheduled for court such employee shall receive a minimum of three (3) hours of overtime pay for time scheduled on the employee's day off, and two (2) hours of overtime pay for time scheduled during the employee's regularly scheduled work day; provided that there is no overlap of this two hour overtime period and the start of the employee's shift. Employees called to duty for any other reason during their off-duty time, when such time is not contiguous with their regularly scheduled work day, which shall include but not be limited to the requirement to attend (as a witness or in any other capacity directly related to their official duties): (a) any case pending in Juvenile Court, County Court or District Court; (b) any Grand Jury proceeding; (c) any conference with the City or County Prosecutors or their respective assistants; (d) any pre-trial conference or related hearings; or (e) any proceedings by any City, County, State or Federal governmental entity, shall be entitled to overtime compensation at the rate of either: (i) a two (2) hour minimum at one and one-half (1.5) times their regular hourly rate of pay; OR (ii) one and one-half (1.5) times their regular hourly rate of pay for the actual number of hours in attendance, whichever is greater.

If an employee is required to attend any of the above circumstances when on an approved leave period of longer than three (3) days, the employee shall be entitled to overtime compensation at the rate of either: (i) a three (3) hour minimum at one and one-half (1.5) times their regular hourly rate of pay; OR (ii) one and one-half (1.5) times their regular hourly rate of pay for the actual number of hours in attendance, whichever is greater.

7.3.3 If at any time, the Mayor or his/her designee, closes City Hall due to inclement weather or a state of emergency, non-essential employees will not be required to report to work. The City will pay non-essential employees for the equivalent time of their regular working hours for that day and they will not be required to use leave. Employees designated as essential will need to coordinate with the supervisor regarding their schedule. Essential employees who are required to stay and work by the Employer shall be credited the equivalent time of the closure into their vacation leave banks. The foregoing shall not apply to situations in which City Hall is closed to the public but remains open for employees to work. This section 7.3.3, will not apply to non-essential and essential employees that were previously scheduled to use leave (i.e., vacation, personal holiday, sick or other leave categories) during the closure

- 7.4 Should an employee be called for duty when the employee is on approved vacation, leave time will terminate upon commencement of work and resume again after emergency work is completed. The leave time will be restored to his/her bank of vacation time to be used at a later date. A maximum of eight (8) hours in a 24-hour period may be restored. If travel time should exceed normal home to work commuting time, the excess time will be included in the eight (8) hours maximum restorable time.
- 7.5 STAND-BY - An employee shall be paid at 50% of their regular wage rate for time he/she must stand-by at home by demand of the Court or Police Department.
- 7.6 Adjustments in the regular working hours of the employees for the convenience of the Employer and employees shall not be in conflict with this Agreement.
- 7.7 DUTY SCHEDULE ---The Employer shall strive to post the master duty schedule 30 days prior to scheduled shift change. This shall not apply to changes that may occur during the thirty day posting period.

- 7.8 K-9 OFFICER ASSIGNMENT — If the Employer should, as an exercise of its management rights, determine that an officer should be assigned the duty of serving as a K-9 officer, then the following shall apply:
1. One-half hour of each eight hour work day shall be devoted to care for the animal.
 2. All mandatory training shall take place during the employee's regular shift.
 3. The Employer shall reimburse the employee for all receipted expenses, approved in advance by the Chief.
 4. The City shall pay the officer an additional four (4) hours per work week to be paid at a rate of one and one-half (1.5) times the Washington State minimum wage for home care of the K-9.
 5. At the time the animal is determined, by the Employer, as no longer fit for service, at the K-9 officer's option, ownership of the animal will be transferred to the K-9 officer. Such transfer of ownership shall relieve the city of any further liability.

7.9 TRAINING

7.9.1 Mandatory Training – For purposes of this paragraph, any training that the Employer requires an employee to attend will be considered mandatory. Travel days and attendance days for any mandatory training outside of the employee's regular shift will be compensated as an eight (8) hour work day at one and one-half (1.5) times the employee's base pay. Employees who attend mandatory training that requires overnight accommodations shall adjust their work schedule at the straight time rate for all travel and lodging time associated with the training with a maximum of ten (10) hours per day. Any overnight accommodation shall include the option that each participating employee be provided with a single occupancy room, and all meals shall be reimbursed at the applicable federal per diem rate and as otherwise consistent with City policy.

7.9.2 Voluntary Training – For purposes of this paragraph, any training that an employee requests to attend, but is not required by the Employer, will be considered voluntary. Employees who request to attend a voluntary training falling on their day(s) off waive the overtime requirement of this Section. Travel days and attendance days worked for any voluntary training will be compensated as an eight (8) hour work day at the straight time hourly rate of pay.

ARTICLE 8WAGES, LONGEVITY PAY 

- 8.1 All employees covered by this Agreement shall be classified and compensated in accordance with Appendix "A" attached hereto and considered part of this Agreement.
- 8.2 After completion of two (2) years full-time employment, an employee shall be eligible for longevity pay. Such longevity pay shall be the employee's base pay plus .25% for each additional year of employment. Each longevity pay increase shall commence in the pay period that the employee's anniversary date occurs. Each longevity increase shall be calculated on the base pay for the position held by the employee.
- 8.3 The wage set forth in Appendix A, shall be increased by 5% whenever the officer is actually serving as a Field Training Officer (FTO). FTO pay will commence for those Field Training Officers activated to train a recruit officer on the first day of assignment of the recruit officer into field training. All FTOs activated will receive FTO pay until the recruit officer is out of the field training program. If, during the training period, there is a need to replace an assigned FTO, the replacing FTO will receive FTO pay on the date of this replacement until the recruit officer is out of the field training program.
- 8.4 School Resource Officer (SRO) and Detective Premiums: Any officer serving as a SRO shall receive an additional one-and one-half percent (1.5%) premium to his/her base wages while assigned to such duties. Any officer serving as a Detective shall receive an additional two-and-one-half percent (2.50%) premium to his/her base wages while assigned to such duties. Provided, however, no employee may "stack" specialty assignment premium pay. This means that in the event an officer is eligible for two different types of premium pay (for example, for serving as a FTO and as the SRO, the officer shall receive the higher of the two premium pay rates, but not both).

ARTICLE 9DEFINITIONS

9.1 In construing the provisions of this Agreement the following definitions shall apply:

9.2 A "full-time employee" is any person employed by the Employer who devoted his/her full time to the job during working hours on a yearly basis.

9.3  A "part-time employee" is any person employed by the Employer for less than forty (40) hours per week.

9.3.1 Accumulation of Sick Leave and Vacation Leave - Part-time employees shall have their sick leave and vacation leave prorated on the basis of two thousand and eighty (2,080) hours per year (full-time employment). Sick leave and vacation leave shall be accumulated and recorded on a monthly and or calendar year basis.

ARTICLE 10HOLIDAYS

10.1  In lieu of holidays, employees shall be credited with eight (8) hours holiday leave per calendar month.

10.2 In addition to the above holiday leave, employees shall receive twenty-four (24) hours additional holiday leave on their anniversary date.

10.3 HOLIDAY PAY - Any employee whose shift starts on a holiday shall be paid one and one-half (1.5) times the straight time rate for all hours worked during their regularly scheduled full shift. Time worked on a holiday outside of an employee's regularly scheduled shift shall be compensated at double time for all hours worked. If an employee works an extra-duty assignment or an off-duty assignment on a recognized holiday, the standard rate of one and one-half (1.5) times the regular hourly rate of pay shall apply. This includes, but is not limited to, grant funded traffic emphasis assignments, extra-duty for private entities, and volunteering to work special events.

10.4 Holidays shall be observed on the traditional date (not statutory date). The recognized traditional holidays are New Years Day; Martin Luther King, Presidents Day; Memorial Day; Independence Day; Labor Day; Veterans Day; Thanksgiving Day; the day after Thanksgiving Day; and Christmas Day.

10.5 An employee may carry over a maximum of ninety-six (96) hours of accrued holiday time. All other accrued holiday hours not used by the end of each calendar year shall be forfeited. When accrued holiday hours are not used due to the convenience of the Employer, the employee will be paid in cash at the end of the year.

10.6 The Employer shall pay an employee, as defined herein, for his/her accrued holiday time, if any, which is earned, but not taken, upon separation of employment (including for the reasons of voluntary termination and death of the employee). Provided, however, that in case of voluntary termination, the employee shall have given Employer at least thirty (30) calendar days' notice of such termination in order to be eligible to receive such pay. There shall be no cap on the amount of the payment of accrued holiday time upon separation of employment (other than the current maximum accrual and carry over restrictions set forth in this Article 10) for LEOFF II employees.

10.7 HOLIDAY STAFFING

10.7.1 Employees on light duty assignments are eligible to work on a holiday and to receive "holiday pay" (described in Section 10.3 above), provided that the employee provides his or her supervisor with a work plan for that day. If the supervisor agrees that there is significant work for the employee, a recommendation will be made to the Chief of Police, who will make the final decision and notify the employee of that decision ten (10) days in advance of the holiday.


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10.7.2  In order to be eligible to receive "holiday pay" (described in Section 10.3 above), the employee must work his/her regularly scheduled shift immediately preceding, or immediately thereafter, the shift worked on the subject holiday, except if the employee is on leave due to illness or injury.

ARTICLE 11 VACATIONS

11.1  VACATION ACCRUAL

After six (6) completed months of employment, employees shall be entitled to use their accrued vacation leave.

All full-time employees will accrue vacation leave on a prorated monthly basis as follows:

Year 1: 10 days (80 hours) a year

Year 2: 11 days (88 hours) a year

Year 3: 12 days (96 hours) a year

In addition, each year on the employee's anniversary date, after three (3) full years of employment, one (1) bonus day (8 hours) of vacation for each year will be credited to his/her vacation account. After each additional year of employment, the employee shall be entitled to one (1) additional bonus day (8 hours) of vacation leave. The total vacation/bonus day accrual shall not exceed thirty (30) days (240 hours).

11.1.1  ACCUMULATION OF VACATION LEAVE - Part-time employees shall have their vacation leave prorated on the basis of two thousand and eighty (2,080) hours per year (full-time employment). Vacation leave shall be accrued and recorded on a monthly and or calendar year basis in the same manner as provided in the vacation accrual section.

11.2 Vacation leave to an employee's credit may be granted at any time during the year at the discretion of the Department Director concerned.

11.3 Each employee must use at least one week (five (5) consecutive days) leave each year for a vacation purpose. The balance of vacation leave to his or her credit may be granted one at a time.

11.4 An employee, as defined herein, shall receive leave pay for any portion of vacation earned, but not taken, upon leaving the employ of the Employer (including for the reasons of voluntary termination and death of the employee); provided, however, that in case of voluntary termination, the employee shall have given at least thirty (30) calendar days' notice of such termination in order to be eligible to receive such pay. Upon date of termination the employee shall receive compensation for bonus vacation leave prorated from the last anniversary date. There shall be no cap on the amount of the payment of accrued vacation time upon separation of employment (other than the current maximum accrual and carry over restrictions set forth in this Article 11) for LEOFF II employees.

11.5 The leave pay of all employees who are employed on a daily wage scale shall be paid on the same schedule for the vacation period as the employee would have been paid for a regular week of work without overtime.

11.6  An employee may carry over a maximum of thirty (30) days of vacation effective January 1 of each year. All other accrued vacation not used by the end of each year will be forfeited, except when accrued vacation is not used due to the convenience of the Employer, the employee will be paid in cash at the end of the year.

ARTICLE 12 SICK LEAVE

12.1  All full-time and part-time employees shall be entitled to sick leave pay when they are incapacitated from


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performance of their duties by reason of sickness or injury or when, through exposure to contagious diseases, the presence of the employee would jeopardize the health of others. Such sick leave for full-time employees shall accrue at the rate of one (1) day (8 hours) for each calendar month of employment. An employee may accumulate more than one thousand forty (1,040) hours during the year, but may only carry over a maximum of one thousand forty (1,040) hours from one calendar year to the next. Part-time employees shall have their sick leave prorated on the basis of two thousand eighty (2,080) hours per year (full-time employment). Sick leave shall be accumulated and recorded on a monthly basis as provided in this Section.

12.1.1 The Washington State Department of Labor and Industries has interpreted RCW 49.46.210 as rendering unlawful any programs that discourage employees from using sick leave. The parties agree to suspend the provisions of the sick leave incentive, as described in Section 12.1.1 of the parties' 2016-2018 collective bargaining agreement, effective upon ratification. However, these provisions shall be reinstated in the event that a court of competent jurisdiction rules that such programs are lawful.

12.1.2 Sick Leave Buy Back

12.1.2.1 Upon an employee's permanent separation of employment from the Employer due to the employee's death, disability, or voluntary termination, any employee hired by the Employer as a fully commissioned law enforcement officer may elect to cash out up to four hundred (400) hours of accrued but unused sick leave. Any such sick leave cash out payments shall be made by the Employer directly to the respective employee's medical health retirement/voluntary employees' beneficiary association account ("HRA/VEBA"). The remainder of the employee's accrued but unused sick leave, if any, shall be forfeited without compensation. Employees who are involuntary terminated or who resign in lieu of termination shall not be eligible for this benefit.

- 12.2  Sickness shall be reported at the beginning of any period of illness to the Police Department and, within three (3) days after returning to work, the employee may be required to give a written statement certifying the need for the absence and submit a formal request for approval if so taken, which request, when approved by the Department Director, shall be forwarded to the Human Resources Coordinator for filing in the employee's personnel file.
- 12.3 A doctor's certificate may be required when the sick leave extends over a period of three (3) consecutive days.
- 12.4 Advance sick leave may be granted to employees who have two (2) or more years of continuous service with the Employer after they have exhausted all of their accrued vacation, and sick leave.
- 12.5  Advance sick leave may be granted in cases of serious disabilities or ailments of the employee. Sick leave credit advanced shall be limited to not more than twelve (12) and not less than five (5) consecutive workdays. It shall be further limited to cases in which it is believed that the employee will return to full duty for a period of time sufficient to liquidate the advance.
- 12.6 Requests for advance sick leave shall be submitted by the employee to the Department Director concerned. The Department Director shall make a recommendation on the proposed request and forward it to the City Council for approval or disapproval. It will be signed by the Mayor and forwarded to the Human Resources Coordinator for filing in the employee's file and the employee will be notified of the Council's decision by the Department Director.
- 12.7 Sick leave earned after return to duty must first be applied to liquidate the sick leave advanced prior to being used as regular sick leave.
- 12.8 Any employee found to have abused the sick leave privilege by falsification or misrepresentation may thereupon be subject to discipline, up to and including dismissal.

12.9 Loss time payments for injury or illness covered by Industrial Insurance will be deducted from the employee's next regular pay after the Washington Department of Labor and Industries' (L&I) award letter.

12.10  At the option of the employee, sickness in excess of the maximum number of days accrued may be charged to unused vacation.

12.11 Workers' Compensation/LEOFF II Disability Supplement. The Employer will provide Workers' Compensation benefits administered by the Washington Department of Labor and Industries (L&I) pursuant to the requirements of Title 51 RCW. Under the terms required by RCW 41.04.500 *et. seq.*, full-time, commissioned LEOFF II employees who suffer an on-the-job injury or illness shall also receive a disability leave supplement to the extent the respective employee qualifies for payments under RCW 51.32.090 due to a temporary total disability.

12.11.1 To the extent required by RCW 41.04.505, the disability leave supplement shall be an amount which, when added to the amount payable under RCW 51.32.090, will result in the employee receiving the same pay, based on the employee's regular rate of pay, that he/she would have received for full-time active service during the period of temporary total disability, taking into account that industrial insurance payments are not subject to federal income or social security taxes.

12.11.2 Pursuant to RCW 41.04.510, the disability leave supplement shall be paid as follows:

(1) The disability leave supplement shall begin on the sixth (6th) calendar day from the date of the injury or illness which entitles the employee to benefits under RCW 51.32.090. For purposes of this Section, the day of injury shall constitute the first calendar day.

(2) One-half (1/2) of the amount of the disability leave supplement (as defined by RCW 41.04.505) shall be charged against the accrued paid leave of the employee. In computing such charge, the Employer shall convert accumulated days, or other time units as the case may be, to a monetary equivalent based on the base monthly salary of the employee at the time of the injury or illness. "Base monthly salary" for the purposes of this Section means the amount earned by the employee before any voluntary or involuntary payroll deductions, and not including overtime pay.

(3) One-half (1/2) of the amount of the disability leave supplement as defined in RCW 41.04.505 shall be paid by the Employer.

(4) Pursuant to RCW 41.04.510, if an employee has no accrued paid leave at the time of an injury or illness which entitles him/her to benefits under RCW 51.32.090, or if accrued paid leave is exhausted during the period of disability, the employee shall receive only that portion of the disability leave supplement prescribed by Section 12.11.2(3) above.

(5) In no event shall the employee receive more in combined benefits than he/she would have received in base salary if he/she had not been disabled.

12.11.3 Pursuant to RCW 41.04.515, the disability leave supplement shall continue as long as the employee is receiving benefits under RCW 51.32.090, up to a maximum of six (6) months from the date of injury or illness.

12.12 Washington State Family and Medical Leave Program. Employees are eligible for paid family and medical leave consistent with RCW 50A.04.115, effective January 1, 2020. The premium costs for the available leave will be collected by the City effective January 1, 2019 from employees as follows: 45% of the medical leave portion and 100% of the family leave portion.

ARTICLE 13 BEREAVEMENT

- 13.1 Employees shall be allowed up to twenty-four hours (24) of paid bereavement leave for death in the immediate family upon approval and authorization of the Department Director. For travel out of State an employee shall receive, subject to the approval of the Department Director, an additional sixteen (16) hours of paid bereavement leave.
- 13.2 For purposes of paragraph 13.1 above, "immediate family" means the employee's spouse (or Washington State registered domestic partner as defined by Chapter 26.60 RCW), their children and/or step-children, and both the employee's and the spouse's/domestic partner's sister, brother, grandmother, grandfather, mother, father, mother-in-law, father-in-law, as well as any "step or foster" relation and any other familial inhabitant of the employee's household. If an employee would like to attend the funeral of an individual not listed in this section, upon approval and authorization of the Department Director, the employee may do so either by using accrued vacation leave, or if the employee has no vacation leave available, leave without pay. The timelines set forth in section 13.1, above, will apply to such leave. The provisions of Section 14.3 requiring exhaustion of sick leave before leave without pay will be authorized will not apply to Article 13.

ARTICLE 14..... LEAVES OF ABSENCE

- 14.1  CIVIL LEAVE - Any necessary leave may be allowed by the Director of a Department to permit any employee to serve as a member of a jury. Each employee who is granted such leave and who, for the performance of the jury duties involved received any compensation shall be paid by the Employer for the time he/she is absent only in the amount of the difference between their regular salary and the compensation received for jury duty, exclusive of travel and any other reimbursable allowance.
- 14.2 MILITARY LEAVE - Leave not to exceed twenty-one (21) calendar days during each year beginning October 1st and ending the following September 30th, over and above annual vacation shall be allowed. Any employee who is a member of any duly established National Guard or reserve corps unit during the period of military leave shall receive their normal pay.
- 14.3 VOLUNTARY LEAVE WITHOUT PAY - Leave without pay may be granted at the discretion of the Department Director, subject to the approval of the appointing authority. Such leave will be granted only after all sick leave, holiday leave, and vacation leave has been exhausted and under no circumstances in excess of ninety (90) calendar days. Leave without pay shall not be granted for the purpose of the employee accepting other temporary employment or to gain personal advantage or profit. During an authorized leave without pay, the employee shall not receive any benefits nor shall they continue to accrue seniority. Nothing herein is intended to supersede the employee's rights under applicable State or Federal Leave Law.
- 14.4 UNAUTHORIZED ABSENCE - Unauthorized absence from duty for three (3) consecutive working days shall constitute grounds for dismissal upon recommendation of the Police Chief at the discretion of the appointing authority.
- 14.5 STATE LAWS APPLICABLE - Nothing contained in this Article shall be construed as an attempt to modify in any way the laws of the State of Washington relating to Police Relief and Pension.

ARTICLE 15HEALTH AND WELFARE

- 15.1 MEDICAL COVERAGE – Subject to the remaining terms of this Article 15, the Employer will provide health insurance coverage through the Association of Washington Cities (AWC) Kaiser Permanente \$20 Copay/\$200 Deductible Plan or LEOFF Trust Plan FX. The Employer reserves the right to reopen negotiations to bargain over any change(s) to this Article 15 to the extent that any of the insurance products agreed upon herein become unavailable or are impacted by the requirements of the Affordable Care Act, or


CITY


POPG

any changes thereto. In such event, the Employer shall have the right to change the health and welfare insurance company and/or plan so long as the medical premium impacts to the employee are cost neutral and the benefits in the new plan are substantially the same as the benefits in the plan in effect at the time the plan change is to be implemented. The term "cost neutral" is to be used in the context of employee monthly medical premiums. Employee medical premium amounts are listed in Appendix B of this Agreement and are expressed as fixed dollar amounts for 2019 and a percentage to be applied in 2020 and 2021. "Cost neutral" means that the employee medical premiums will not be increased above the fixed amounts that would have been calculated under the previous plan's allocation in the event the City elects to change health and welfare insurance plans or companies.

- 15.2 The Employer shall purchase Dental Plan "J" and Ortho Plan II through Association of Washington Cities (AWC), for the employee, spouse and dependents if such coverage is available to the Guild through AWC. In the event that such coverage is not available to the Guild, the parties agree to re-open this Agreement for the singular purpose of bargaining the dental benefits to be provided under this Article 15.
- 15.3 The Employer shall remit an amount per person per month (person means employee) equal to the \$0 Copay Vision Service Plan named "VSP" for the employee, spouse and dependents if such coverage is available to the Guild through AWC. In the event that such coverage is not available to the Guild, the parties agree to re-open this Agreement for the singular purpose of bargaining the vision benefits to be provided under this Article 15.
- 15.4 All employees must meet the eligibility threshold per the applicable plan and City policy. If the employee does not meet the eligibility requirements, then they are not entitled to the benefits or alternative compensation for the same. Eligibility is effective the first of the month following date of hire.
- 15.5 The Employer shall reimburse employees on the LEOFF Trust Plan FX or the Kaiser Permanente \$20 Copay/\$200 Deductible plan up to four dollars (\$4) for each brand name or generic prescription obtained; provided, however, that no employee on either plan shall be reimbursed more than he/she actually spent on the prescription.
- 15.5.1 Full-time employees shall be responsible for paying a portion of the total monthly premium for the subject medical plan by payroll deduction. See Appendix B.
- 15.5.2 MEDICAL INSURANCE FOR PART-TIME EMPLOYEES - Subject to the remaining terms of this Article 15, for part-time employees (employees working fewer than thirty (30) hours per week on average), the Employer will pay 50% of the medical insurance premium as specified above for the employee only if the employee elects to pay 50% of the premium by payroll deduction. The employee may elect to purchase medical insurance coverage for their spouse and/or dependents at their own expense by payroll deduction.
- 15.6 The Employer shall provide a Sixty Thousand Dollar (\$60,000) term life insurance policy on the employee's life, the beneficiary to be chosen by the employee. The policy shall remain in full force and effect so long as the employee is employed by the Employer. The Employer shall not cancel any existing policies until the new policy is in place. To be eligible for this benefit, the employee must meet the eligibility requirements of the subject life insurance policy. This currently includes a requirement that the employee work at least 30 hours per week.

If an eligible full time employee elects to waive the Employer medical coverage as provided in this Article 15 and the related insurance companies involved allow for such practice, beginning in August 2019, the employee shall be compensated five hundred dollars (\$500) as a cash contribution per month through the payroll process as a cost savings incentive (the compensation amount from January through July 2019 was \$250). This cost savings incentive is only payable for those full months where the employee elects to waive coverage. Employees who participate may not be eligible to return to medical coverage until open enrollment periods as outlined by the insurance carrier or the City's cafeteria plan document.


CITY


POPG

Enrollment and eligibility for the Medical Incentive Program is subject to the participation requirements of the LEOFF Trust Plan FX and AWC plans. The LEOFF Trust FX Plan does not allow more than fifty percent (50%) of the members to opt out.

Employees currently opting out will continue to remain opted out unless they elect to opt in. In the event, in an open enrollment period, the number of potential enrollees exceeds the available capacity, there will be a lottery for the available spots. Participants will not be unenrolled from their medical plan for the Medical Cost Savings until the City has verified that the employee is eligible to participate in the Medical Incentive Cost Savings program.

- 15.8 HRA/VEBA: The Employer shall establish, and enroll employees in, a HRA/VEBA account and deposit, on an annualized basis, four hundred eighty dollars (\$480) in each employee's account to be used for qualified medical expenses. The Employer's annual \$480 contribution shall be divided into equal installments throughout the year on either a monthly or bi-monthly basis. Each employee shall contribute an annual matching amount of four hundred eighty dollars (\$480) to be deducted from employee paychecks on a pre-tax basis in equal monthly or bi-monthly installments. The Employer's monthly matching payment has been based on \$350 per year from January 1 through July 31, 2019. As of August 1, 2019, this matching payment will be \$40 per month per employee. The employee shall be responsible for all fees charged by HRA/VEBA for his/her respective account. HRA/VEBA shall deduct these fees directly from each employee's respective account.

ARTICLE 16..... LAYOFFS

16.1 Layoffs shall be made in the following order: (1) temporary employees and then (2) regular officers.

16.2 Employees shall be provided not less than four (4) weeks written notice of layoff.

ARTICLE 17 UNIFORM ALLOWANCES

17.1 Uniform Allowance for Police:

17.1.1 The Employer will replace all items of uniform as deemed necessary by the Police Chief. Work boots will be replaced or repaired, through the same supply system applicable to uniforms, when the Police Chief, in his/her sole discretion, determines the boots are unserviceable, up to a maximum of \$175 per pair. Employees must submit to the Employer's decisions.

17.1.2 The entire cost of uniform items, including one pair of boots, will be provided by the City to a newly hired police officer upon appointment.

17.1.3 All clothing and equipment so furnished shall remain Employer property.

17.1.4 The City will provide all necessary duty gear. Replacement of these items shall only be as designated by the Department Director.

17.1.5 Each officer shall be issued a raincoat.

17.1.6 Uniform coat cleaning will be paid by Employer when authorized by the Department Director or Sergeant.

17.1.7 The Employer will make available level 3A ballistic vests for those employees desiring to utilize said vests, and will replace such equipment within thirty (30) calendar days prior to the manufacturer's expiration


CITY


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date. The City will also provide, as a one-time benefit, hard body armor approved by the Chief of Police or designee, up to a maximum cost of three hundred dollars (\$300) per officer, upon their written request. The Employer shall replace body armor damaged in the line of duty. Body armor damaged due to negligence may be replaced at the Employee's expense.

17.2 The Employer shall pay an amount equal to current vision plan benefits for the replacement or repair of prescription glasses/contacts when such items are lost or damaged in the line of duty, provided such loss or damage is not the result of employee negligence.

17.2.1 The Employer shall pay for the fair market repair or replacement for a watch that is damaged or destroyed in the line of duty, through no fault of the employee, up to a maximum of one hundred dollars.

17.3 Employees in the Detective assignment shall have an annual clothing allowance of up to \$550.00 per calendar year. Said allowance shall be reimbursed to the Detective upon presentation of appropriate receipts which are approved by the Police Chief or his/her designee.

ARTICLE 18.....SAVINGS CLAUSE

18.1 No ordinance granting any employee a benefit shall be changed during the term of the Agreement which would reduce the benefits to the employee for the duration of this Agreement.

ARTICLE 19NO STRIKE CLAUSE

19.1 Per RCW 41.56.120, public employees are not permitted the right to strike or refuse to perform his/her assigned duties, and the Guild shall so counsel its members.

19.2 Any employee violating this Article shall be subject to immediate discharge or other disciplinary action as determined appropriate.

ARTICLE 20NEGOTIATION NOTIFICATION

20.1 This Agreement shall become effective when signed by both the Guild and the Employer and remain in full force and effect from January 1, 2019 through December 31, 2021. Should either party to this Agreement wish to commence collective bargaining discussion over any changes they wish to introduce into a subsequent agreement, it is agreed that notice of such party's desires to open collective bargaining discussion shall be mailed to the other party not less than 150 days prior to the termination date of the Agreement, and all efforts will be made to complete negotiations no later than thirty (30) days prior to the termination date. Both parties after such notice has been given shall forthwith seek establishment of a meeting for the purpose of discussion and negotiation on desired changes.

ARTICLE 21POLICIES

21.1 Any Department Policies covering mandatory subjects of bargaining may not be changed without first providing the Guild with written notice of the intended change and providing the Guild with a reasonable opportunity to respond.

ARTICLE 22LEGALITY

22.1 All provisions herein are subject to existing law and, should any provision, of this Agreement be found to be in violation of any federal, state or local law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event a section is found to be in violation, both sides shall negotiate a new wording within thirty (30) days.


CITY


POPG

ARTICLE 23 POLICE OFFICER INTERVIEW GUIDELINES AND RELATED MATTERS

23.1 The Employer retains the right to adopt rules for the operation of the Port Orchard Police Department and the conduct of its employees provided that such rules do not conflict with City Ordinances, applicable Civil Service rules, or this Agreement. Unless otherwise specifically noted herein, nothing in this Article 23 shall be construed as limiting any of the Employer's management rights expressed in this Agreement.

A. General Procedures

1. It is essential that public confidence be maintained in the ability of the Employer to investigate and properly adjudicate complaints against its employees. Additionally, the Employer has the right and the responsibility to seek out and discipline those whose inappropriate conduct impairs the effective operation of the Employer. The rights of the employee, the Employer, as well as those of the public, must be protected. In criminal investigations, an employee shall be afforded those constitutional rights available to any citizen. In administrative investigations in which an employee will be interviewed concerning an act which, if proven, could reasonably result in disciplinary action involving a loss of pay against him or her, she/he will be afforded the safeguards set forth in this Article 23 and she/he shall also be subject to the obligations set forth in this Article.

2. Upon initiating an administrative investigation which could reasonably result in disciplinary action against an employee involving a loss of pay, the Employer will notify the subject employee in writing, unless such notification would endanger the investigation. To the extent possible, this notice will include a description of the general nature of the complaint. Upon receipt of this notice, the employee shall contact the Police Chief or Deputy Chief (or their designee) within five (5) calendar days for the purpose of scheduling an interview. The interview shall be held within ten (10) calendar days of the date of written notification unless the Employer determines it is appropriate to conduct the interview at a later date. Nothing in this Section or this Article shall preclude the Employer or its designee from investigating additional matters, allegations, and the like which come to light during the investigation process; in that event, the Employer shall provide the employee with written notice of the investigation of the additional matters or additional allegations.

3. The employee being interviewed as the subject of the investigation shall be afforded, upon request, the opportunity to consult with a Guild representative and/or attorney for the Guild. Up to two Guild representatives (including the attorney) may be present at the interview of the subject employee. The interview may not be unduly delayed awaiting an unavailable Guild representative or Guild attorney. The subject employee will be informed in writing not less than forty-eight (48) hours prior to conducting the interview that he/she is the subject of an inquiry that may lead to disciplinary action that involves a potential loss of pay. This notice shall describe the general nature of the investigation and a summary of the factual allegation(s) sufficient to generally apprise the employee of the nature of the charge(s).

4. The employee under such investigation shall be informed of the name of the person in charge of the investigation and the persons to be present during the questioning of the employee during the interview. The employee shall be informed of the agency or investigative section that the investigator represents.

5. When possible, the interview of the subject employee shall be conducted at a reasonable hour, preferably when the employee is on-duty or during the normal waking hours for the employees, unless the seriousness of the investigation requires otherwise. If the interview occurs during off-duty time of the subject employee, the employee shall be compensated for such off-duty time in accordance with Employer's regular procedures.

6. The interview of the subject employee shall take place at a location designated by the investigating officer, preferably at the Police Department unless another location is determined appropriate by the investigating officer.

7. The interview shall be for a reasonable period, taking into consideration the gravity and complexity of the issue(s) being investigated. Persons questioned shall be allowed to attend to their own personal physical necessities whenever reasonably possible.


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8. The employee will be required to answer any questions involving non-criminal matters under investigation and will be afforded all rights to which he/she is entitled under this Agreement and Employer's rules and regulations. Prior to any interview where the employee is the subject of an administrative investigation, the employee shall be advised of the substance of the following:

You are about to be questioned as part of an administrative investigation conducted by the City of Port Orchard Police Department or its designee. You are hereby ordered to answer the questions that are put to you that relate to your conduct and/or job performance, and to cooperate with this investigation. You are required to answer questions relating to the performance of your official duties or fitness for duties. 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.

9. Employees shall not be subjected to objectively offensive language, nor shall investigators make promises or threats as an inducement to answer questions. Investigators may, however, explain the consequences to the subject employee for his/her refusal to answer questions and cooperate with the investigation (i.e., that such conduct constitutes an independent basis for disciplinary action, up to and including dismissal).

10. The Employer shall not require employees who are the subject of an investigation to be subjected to visits by the press or news media; nor shall their home address be given to the press or news media without the employee's consent (unless otherwise required by law).

11. Unless otherwise specified herein, nothing contained in any of the above guidelines shall restrict and/or limit the authority of the Department Director in the performance of his/her duties and responsibilities as the Chief Administrator of the Port Orchard Police Department.

12. The complete interview of an employee may be recorded by the Employer or the employee, and/or the either party's representative. If a recording is made of the questioning, the party making the recording shall provide a copy of the recording (or a transcript of the recording, if made) to the other party upon request. By operation of this Agreement, all participants to the interview will be deemed to have already consented to being recorded.

13. It is the Employer's goal that all interviews and investigations be completed without unreasonable delay. After ninety (90) days have elapsed from the time the subject employee receives written notification that he/she is the subject of an administrative investigation, the employee or his/her Guild representatives may contact the Chief of Police (or his/her designee) and inquire when the Employer anticipates completing the subject investigation. The Employer shall timely respond to any such request and provide reasonable detail as to the status of the investigation and the reason for the delay.

14. Upon completion of the administrative investigation and the Employer's review of the case, the employee under investigation shall be informed of the results of the investigation i.e., whether the complaint determined unfounded, exonerated, not sustained, sustained, or other misconduct found.

15. Nothing in this Agreement shall preclude the Chief of Police or his/her designee from ordering an employee member to cooperate with other agencies involved in criminal investigations. If a member fails to comply with such an order, the member shall be subject to disciplinary action, up to and including termination. This Section shall not be construed as requiring any employee to forgo their Constitutional right against self-incrimination.

B. When the Investigation Results in Departmental Charges Being Filed

After the investigation is completed and the findings are that the complaint has been sustained or other misconduct found, the employee will be furnished with a copy of the completed investigation report. The employee shall be advised of the investigation's findings and any future action to be taken on the incident.


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C. Use of Lethal Force

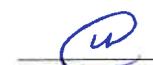
When an employee, whether on or off-duty, uses lethal force, the employee shall not be required to make a written or recorded statement for seventy-two (72) hours after the incident except that immediately following the incident the employee shall verbally report to a superior a brief summary of the incident and any information necessary to secure evidence, control the scene, identify witnesses, apprehend suspects, or similar information necessary to preserve the safety of the public and fellow officers. Employees involved in the use of lethal force shall be allowed an opportunity to consult with a Guild representative or attorney prior to being required to provide a statement regarding that use of lethal force. The affected employee may waive the requirement to wait seventy-two (72) hours, or the employee or the Guild may request, to the Chief, a reasonable extension of the waiting period (which shall be subject to the Chief's discretion).

D. Personnel Records

1. Employee personnel files are the property of the Employer. An employee's official personnel files shall be considered the official record of his/her service. Employees shall be provided a copy of all material in their official personnel file upon request. The Employer shall give the employee a copy of discipline-related documents or evaluations that will be placed into his/her official personnel file. The employee shall have the right to attach statements in rebuttal or explanation to those documents. All records of employee discipline, up to and including Written Reprimands, may upon request be removed from an employee's personnel file three (3) years after issuance of the discipline, unless the employee has subsequently been disciplined for similar misconduct demonstrating a pattern of behavior. Employees are responsible for initiating the process by making a written request to the Chief of Police. The Employer will then take appropriate actions to remove said files and notify the employee.
2. Employee personnel files will be maintained as confidential records to the extent required by applicable law. Access to the employee's personnel file will be limited to the employee, his/her representatives upon written authorization from the employee (and presentation of proper identification), officials of the City and their designees (including the Employer's attorneys), and other persons, agencies, and entities as may be required or allowed under applicable law. It is understood that certain members of the Employer's staff will have access to employee personnel files and may need to review or update personnel files while conducting Employer business.
3. The Employer shall disclose information in personnel files to third parties in accordance with applicable law. Prior to disclosing personnel file documents (other than employment verification information) the Employer will give the affected employee notification of the request. If the Employer believes that the document(s) is subject to disclosure, it will notify the employee. The employee shall have five (5) working days to provide the Employer any reason for not releasing the requested document(s) and/or to give the employee an opportunity to take action to prevent the release of said document(s) at the expense of the employee prior to the Employer releasing the requested document(s). The employee may waive the notice requirement.
4. Nothing in this Agreement shall be construed as requiring the Employer to obtain the employee's consent to use his/her personnel files in any disciplinary proceeding or other litigation of any type involving the employee.
5. No secret personnel file will be kept on any employee. This does not preclude, however, a supervisor from maintaining notes on an employee's job performance or a supervisory working file. For purposes of this Section, a "supervisory working file" may consist of material relevant to the preparation of the employee's performance evaluation and/or documentation of counseling sessions, commendations, training records, or other records/information related to an employee's performance. Material in the supervisory working file shall only include documents relevant to the completion of an employee's current performance evaluation. Upon completion of the evaluation, all material in the supervisory working file shall be returned to the employee or destroyed.
6. Nothing herein shall be construed as limiting any rights the Guild has under applicable law to access to records.



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E. Discipline

1. Prior to making a final determination of disciplinary action involving a loss of pay, the Employer shall notify the employee in writing of the contemplated discipline and, upon request, provide the employee with a copy of the completed investigative report if applicable.

2. The employee shall then have a minimum of three (3) working days to review the case.

3. A conference meeting shall be conducted subsequent to the three (3) working day review period set forth above, unless the subject employee declines to participate in such a meeting. The employee will be afforded the opportunity to present any mitigating evidence he/she deems pertinent; the employee may submit the information orally or in writing. The meeting may be recorded by either party. By operation of this Agreement, all participants to the meeting will be deemed to have already consented to being recorded. If a recording is made of the meeting, the party making the recording shall provide a copy of the recording (or a transcript of the recording, if made) to the other party upon request. The employee may be represented at the meeting by his/her Guild representative(s), the total not to exceed two (2) people (including an attorney, if any) for the employee.

4. Following a consideration of any additional information provided by the subject employee, the Employer shall make a final determination. The Employer shall notify the employee in writing of its final determination.

F. Medical Examinations

1. The Employer retains the right to require employees to submit to medical or psychological examinations when the Employer has significant evidence that could cause a reasonable person to inquire as to whether an employee is still capable of performing his or her job. Specifically, the Employer must have a genuine reason to doubt whether an employee can perform job-related functions. . Any relevant medical history of the employee which the examining professional conducting a psychological evaluation requests shall be released by the employee only to the examining professional.

2. The examining professional shall issue a written report to the Employer, as the client, provided however, the employee shall have the right to meet with the examining professional to discuss the evaluation results and provided further that such report shall indicate only whether the employee is fit or unfit for duty and in the event an employee is unfit the expected prognosis and recovery period as well as any accommodations which could be made to allow an employee to return to duty.

3. If the employee believes that the conclusions of the examining professional are in error, he/she may obtain an additional examination at his/her own expense and the Employer will make reasonable efforts to provide the examining professional with documents which were utilized by the Employer's examining professional.

4. The Employer will undertake reasonable efforts to have the Employer's examining professional make him/herself available to answer appropriate questions by the examining professional who conducts the independent examination.

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

G. Brady Designation

1. A punitive action, or denial of promotion on grounds other than merit, shall not be undertaken by the City against any officer solely because that officer's name has been placed on a *Brady* list, or that the officer's name may otherwise be subject to disclosure pursuant to *Brady*.

2. The provisions of this subsection shall not prohibit the City from taking punitive action, denying a

promotion on grounds other than merit, or taking other personnel action against an officer based on the underlying acts or omissions for which that officer's name was placed on a *Brady* list, or may otherwise be subject to disclosure pursuant to *Brady*, if the actions taken by the City otherwise conform to this agreement.

3. Evidence that an officer's name has been placed on a *Brady* list, or may otherwise be subject to disclosure pursuant to *Brady*, shall not be introduced for any purpose in any administrative appeal of a punitive action, except as provided in this subsection.
4. Evidence that an officer's name was placed on a *Brady* list may only be introduced if, during the administrative appeal of a punitive action against an officer, the underlying act or omission for which that officer's name was placed on a *Brady* list is proven and the officer is found to be subject to some form of punitive action. If the arbitrator or other administrative appeal tribunal finds or determines that an officer has committed the underlying acts or omissions that will result in a punitive action, denial of a promotion on grounds other than merit, or any other adverse personnel action, and evidence exists that an officer's name has been placed on a *Brady* list, or may otherwise be subject to disclosure pursuant to *Brady*, then the evidence shall be introduced for the sole purpose of determining the type or level of punitive action to be imposed.
5. For purposes of these subsections, "*Brady* list" means any system, index, list, or other record containing the names of officers whose personnel files are likely to contain evidence of dishonesty or bias, which is maintained by a prosecutorial agency or office in accordance with the holding in *Brady*.

ARTICLE 24GUILD ACTIVITIES

24.1 No more than two (2) Guild officers/members may attend proceedings or meetings relating to Guild business during their regular working hours. In all instances, before leaving the work area or otherwise devoting on-duty time to the performance of Guild business, the Guild officers/members shall notify their supervisor, obtain approval, and then notify their supervisor when they return to duty.

ARTICLE 25..... MISCELLANEOUS

25.1 INSURANCE SURCHARGE - When it is determined by the Safety Committee of the Employer that an employee charged with driving Employer vehicles has a poor driving record which causes a surcharge to be made on the Employees insurance policy, the Employer will not assume responsibility for this extra surcharge. The employee may elect to pay the extra surcharge personally or resign.

ARTICLE 26TEMPORARY EMPLOYMENT

- 26.1 The Chief of Police shall have the authority to hire a police officer(s) on a temporary basis with a written agreement defining the length of employment. Termination of employment at the end of the employment term shall not be subject to the grievance or progressive discipline processes.
- 26.2 All temporary positions shall be entitled to the same rights, responsibilities, Guild security, and benefits as all full-time police officers, except as to seniority, which will not apply to the temporary position, except as set forth in Section 26.5 below. There shall be a one year probationary period.
- 26.3 If a temporary police officer position is occupied when a full-time police officer position becomes available, the temporary police officer shall have the option of transferring to the full-time position. There shall be no new probationary period if the temporary police officer transfers to a full-time position except to the extent that if the transfer occurs within one year of the date of hire the officer must complete the initial one year probationary period.


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- 26.4 If there is more than one temporary position occupied when a full-time police officer position becomes available, the temporary police officer who has held the position the longest shall first have the option of transferring to the full-time position.
- 26.5 If a temporary police officer becomes a full-time police officer, without a break in service, then his/her date of hire for purposes of benefit accrual shall be the date he/she started as a temporary police officer and his/her seniority date shall be the date he/she becomes a full-time police officer.
- 26.6 If an officer is placed on special assignment with another agency or department and fails to return to duty with the Employer for at least one year after the special assignment has ended, then the officer shall reimburse the Employer \$5,000 for the Employer's expenses associated with meeting supplemental staffing needs through temporary employees.

ARTICLE 27TRAINING AND EDUCATION

- 27.1 Officers shall be eligible to receive the educational incentive pay of 2% of base pay per hour. The officer must:
 - (1) Have an associate degree from an accredited college or university in an eligible course of study; or
 To receive the educational incentive pay of 3% of base pay per hour, the officer must:
 - (2) Have a bachelor's degree from an accredited college or university in an eligible course of study.
 The officer must provide an official transcript and diploma.

The Mayor or his/her designee will confirm/verify that the officer's request for educational incentive pay meets the requirements of this Article 27.

IN WITNESS WHEREOF, the parties hereto have set their hands on this 30 day of July 2019.

CITY OF PORT ORCHARD

PORT ORCHARD POLICE GUILD


Robert Putansuu, Mayor


Nathan Lynch, President

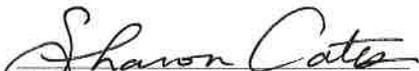


ATTEST:

Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:


Sharon Cates, City Attorney


Spencer Thal, Attorney for the Port Orchard Police Guild

APPENDIX "A"
August 4, 2019 THROUGH DECEMBER 31, 2021

Rates of pay will be as follows:

For 2020 and 2021, the new pay rates will go into effect January 1 of the pay rate year.

For 2019, the City will calculate total earnings of each officer from January 1, 2019 through August 3, 2019 and pay to employees 3.5% of that total as a signing bonus. For the remainder of 2019, the new rates will become effective beginning with the August 4, 2019 payroll hours.

PATROL OFFICERS	2019	2020	2021
After 36 mos. from DOH	40.78	*	*
After 24 mos. from DOH	37.48	*	*
After 18 mos. from DOH	35.79	*	*
After 12 mos. from DOH	34.23	*	*
Commission Date	32.94	*	*
Date of Hire	29.70	*	*

*Effective January 1, 2020 the rates of pay for 2020 will be increased by one hundred percent (100%) of that percentage increase set forth in the All Urban Consumers Index (CPI-U) (1982-1984=100) for the Seattle-Tacoma-Bellevue area for that period from June, 2018 to June, 2019, as is specified by the Bureau of Labor Statistics, United States Department of Labor; provided, however, the COLA increase shall not be less than two percent (2%) nor more than four percent (4%).

*Effective January 1, 2021 the rates of pay for 2021 will be increased by one hundred percent (100%) of that percentage increase set forth in the All Urban Consumers Index (CPI-U) (1982-1984=100) for the Seattle-Tacoma-Bellevue area for that period from June, 2019 to June, 2020, as is specified by the Bureau of Labor Statistics, United States Department of Labor; provided, however, the COLA increase shall not be less than two percent (2%) nor more than four percent (4%).


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APPENDIX "B"
January 1, 2019 THROUGH DECEMBER 31, 2021

Employee Premiums for LEOFF TRUST Plan and Kaiser Permanente

Full-time employees shall be responsible for paying a portion of the total monthly premium for the subject medical plan by payroll deduction. The employees' share of the monthly premium shall be based on a numeric percentage of the total cost of the monthly premium for the subject plan (including the cost to insure dependents, if applicable).

The monthly dollar amount employees are required to pay for each of the subject medical plans will be calculated using the employee premium percentage (as represented by the table) multiplied by the medical premium per year:

	Jan 1-July 31, 2019	Aug 1-Dec.31, 2019	2020	2021
LEOFF TRUST PLAN FX	Employee Premium Fixed Dollars	Employee Premium Fixed Dollars	Employee Premium Percentage	Employee Premium Percentage
Employee Only	\$ 43.00	\$ 43.29	5.92%	5.92%
Emp/Spouse	\$ 95.00	\$ 95.23	6.11%	6.11%
Employee Spouse /1 Dependent	\$ 122.00	\$ 122.46	6.08%	6.08%
Employee Spouse/ 2 Dependent +	\$ 138.00	\$ 137.94	6.12%	6.12%
Employee and 1 Dependent	\$ 99.00	\$ 99.11	8.35%	8.35%
Employee and 2 Dependents	\$ 115.00	\$ 114.56	8.03%	8.03%
Employee and 3 Dependents	\$ 134.00	\$ 134.25	9.41%	9.41%
Kaiser Permanente	Employee Premium Fixed Dollars	Employee Premium Fixed Dollars	Employee Premium Percentage	Employee Premium Percentage
Employee Only	\$ 28.00	\$ 27.96	4.60%	4.60%
Emp/Spouse	\$ 62.00	\$ 61.60	5.11%	5.11%
Employee Spouse /1 Dependent	\$ 85.00	\$ 85.49	5.66%	5.66%
Employee Spouse/ 2 Dependents +	\$ 105.00	\$ 105.29	5.80%	5.80%
Employee and 1 Dependent	\$ 62.00	\$ 61.70	6.76%	6.76%
Employee and 2 Dependents	\$ 86.00	\$ 85.73	7.04%	7.04%
Employee and 3 Dependents	\$ 105.00	\$ 105.34	8.65%	8.65%


 CITY


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Memorandum of Understanding
Amended to the **AGREEMENT** by and between
CITY OF PORT ORCHARD, WASHINGTON
and
PORT ORCHARD POLICE GUILD
(Representing Patrol Officer Employees) dated
January 1, 2019 through December 31, 2021

THIS AMENDMENT is supplemental to the AGREEMENT by and between the CITY OF PORT ORCHARD, WASHINGTON (the "City") and the PORT ORCHARD POLICE GUILD (the "Guild") (representing Patrol Officer Employees), dated January 1, 2019 through December 31, 2021.

WHEREAS, during the negotiations for the current contract, the City and the Guild agreed to remove language that referred to "Education and Warnings" as discipline; and

WHEREAS, during the negotiations for the current contract, an additional reference to "Education and Warnings" was not identified and modified; and

WHEREAS, both parties are in agreement that the language should be revised for clarity;

NOW THEREFORE, the City and the Guild have entered into this Memorandum of Understanding ("MOU") to revise Article 6.5 of the contract to read as follows:

6.5 In the event a grievance is not satisfactorily settled after presentation to the Mayor, the Guild, if it so chooses, may submit the matter to arbitration under the following procedures. A written request for arbitration must be made by the Guild within thirty (30) calendar days after receipt of the Mayor's decision. In regard to each case reaching this step, the parties will attempt to agree on an arbitrator to hear and decide the particular case. If the parties are unable to agree on an arbitrator within ten (10) working days of the submission of the written request for arbitration, either party may request a list of nine (9) names from the Public Employment Relations Commission (PERC). An arbitrator shall be selected by alternating strikes, the first strike to be determined by a flip of a coin. The arbitrator shall hold a hearing and accept pertinent evidence submitted by both parties and shall be empowered to request such data as he/she deems pertinent to the grievance. Each party to the proceedings may call such witnesses as may be necessary. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. The hearing shall be kept private and shall include only the parties in interest and/or their designated representatives and witnesses.

PORT ORCHARD POLICE GUILD

CITY OF PORT ORCHARD



Nathan Lynch, President



Robert Putaansuu, Mayor

10/15/2019

Date

10/9/19

Date

Memorandum of Understanding
Amended to the **AGREEMENT** by and between

CITY OF PORT ORCHARD, WASHINGTON
and
PORT ORCHARD POLICE GUILD
(Representing Patrol Officer Employees) dated
January 1, 2019 through December 31, 2021

THIS AMENDMENT is supplemental to the AGREEMENT by and between the CITY OF PORT ORCHARD, WASHINGTON (the "City") and the PORT ORCHARD POLICE GUILD (the "Guild") (representing Patrol Officer Employees), dated January 1, 2019 through December 31, 2021.

WHEREAS, on January 1, 2018, a paid sick leave law went into effect for employers in the state of Washington; and

WHEREAS, the City provides for sick leave accrual in an amount greater than the minimum required by state law; and

WHEREAS, the sick leave law has been interpreted to disallow employment policies that may act to penalize an employee for the use of paid sick leave; and

WHEREAS, the current contract language in 10.7.2 may be interpreted to negatively impact an employee using protected paid sick leave made available under the state law; and

WHEREAS, RCW 2.36.150 provides that payments received by jurors from the court for each day's attendance constitute "expense payments"; and

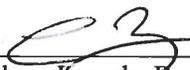
WHEREAS, the City had previously adopted a City policy providing that employees who receive such jury duty "expense payments" may keep the payment check; and

WHEREAS, the City did not make this administrative correction during contract negotiations to establish a consistent practice across the City;

NOW THEREFORE, the City and the Guild have entered into this Memorandum of Understanding ("MOU") to revise Article 10.7.2 and 14.1 of the contract to read as follows:

- 10.7.2 In order to be eligible to receive "holiday pay" (described in Section 10.3 above), the employee must work his/her regularly scheduled shift immediately preceding, or immediately following, the shift worked on the subject holiday, unless the employee is on sick leave or other protected leave during such shift.
- 14.1 CIVIL LEAVE - Any necessary leave may be allowed by the Director of a Department to permit any employee to serve as a member of a jury. Each employee who is granted such leave and who, for the performance of the jury duties involved received any compensation shall be paid by the Employer for the time he/she is absent. The City does not require employees to remit payments for jury duty service to the City, including for periods of paid leave.

PORT ORCHARD POLICE GUILD

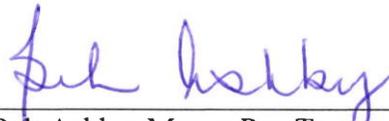


Nathan Lynch, President

11/14/2019

Date

CITY OF PORT ORCHARD



Bek Ashby, Mayor Pro-Tem

11-13-19

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF PORT ORCHARD
AND THE PORT ORCHARD POLICE GUILD
(REPRESENTING THE PATROL OFFICER EMPLOYEES)**

It is understood and agreed that the City of Port Orchard (City) and Port Orchard Police Guild (Guild) enter into the following Memorandum of Understanding (MOU) to address Hours of Work.

WHEREAS, the City and Guild entered into a Collective Bargaining Agreement (CBA), effective January 1, 2019 through December 31, 2021; and

WHEREAS, Article 1 of the CBA or contract recognizes the Guild as the designated representative of City of Port Orchard Patrol Officer employees; and

WHEREAS, the City and the Guild desire more flexibility around working hours and training days than is currently provided under the CBA; and

WHEREAS, the City and Guild are entering into this MOU to provide clarification and flexibility to language contained in Articles 7, 9, 10, 11 and 12 of the CBA; and

WHEREAS, the City acknowledges no change to the benefits afforded the Guild under the CBA as a result of this MOU; and

WHEREAS, the City and Guild both desire a smooth transition to the proposed new schedule, cognizant of the limitations of the City's payroll software;

NOW, THEREFORE, the City and the Guild agree as follows:

1. This MOU shall be implemented for a trial period beginning on June 7, 2020 and ending on December 31, 2020. At the conclusion of the trial period, the parties may re-execute this MOU to continue the effective date of this MOU for the duration of the current CBA. If re-executed, this MOU shall be incorporated into the next CBA, unless changed by future bargaining. If the parties do not re-execute this MOU at the conclusion of the trial period, the MOU will expire and the CBA will revert to the language as it existed prior to the effective date of this MOU.

All other terms of the CBA remain the same for the duration of this MOU.

The City shall have the right to terminate this MOU if the amendments described herein are impracticable due to limitations of the City's payroll software. If the City triggers this termination right, the CBA will revert to the language as it existed prior to the effective date of this MOU.

2. **Section 7.1, Hours of Work, Amended.** Section 7.1 is hereby amended to read as follows:

7.1 HOURS OF WORK - This Article is intended to define the normal hours of work and provide the basis for calculation of overtime. For the purposes of the Fair Labor Standards Act (FLSA) compliance, a 28-day work period will be utilized. The City reserves the right to maintain and modify, as necessary, work period designations for different shifts in accordance with FLSA 7K exemption rule. This includes designating different work periods for different shifts.

3. **Sections 7.1.1, 7.1.2, 7.1.3, and 7.1.4, Amended.** Sections 7.1.1, 7.1.2, 7.1.3, and 7.1.4 are hereby amended to read as follows, and all subsections in Section 7.1 are renumbered accordingly:

7.1.1 The Patrol Officers' schedule will be divided into Squad A and Squad B. Work week is defined from 0000 hours on Sunday to 2359 hours on the following Saturday. The regular patrol work day shall be 10 hours and 45 minutes (10.75), with every other Friday overlaps, with 5 days on, 4 days off, 5 days on, 4 days off, 5 days on, and 5 days off. The selection or subsequent change in the work week shall be at the discretion of the Employer.

7.1.2 Any officer may be assigned by the Chief, at the Chief's discretion, a weekly schedule of forty (40) hours of work consisting of five (5) consecutive eight-hour days followed by two (2) consecutive days off or four (4) consecutive ten-hour days with three (3) consecutive days off.

7.1.3 REQUIRED IN-SERVICE TRAINING DAYS. On an annual basis and prior to October 31, the Chief will identify the dates for each of six required in-service training dates per squad which shall be considered part of the regular work schedule. Notification of training dates will be provided prior to the time of the shift bid each year. Required in-service training will occur for both Squads A and B with Squad B covering patrol needs while Squad A is in training and vice versa. The Squad that is in training will not be allowed time off on training days except as provided by the Chief. Training content and activity is at the discretion of the Chief.

7.1.4 OFF DUTY WORK — If the Employer approves off duty work, the payment for such work shall be through the Employer. Any off duty work shall be paid at the overtime rate, but the hours worked shall not be counted for determining overtime for regularly scheduled weekly hours. The provisions relating to holiday pay, call back and other compensation enhancement provisions of this Agreement shall not apply to off duty work, nor shall off duty work apply to increase the compensation enhancement for on duty work. Off duty work shall be offered first to bargaining unit members before offering it to reserve officers. The officer working the special event shall receive off duty pay for the actual time worked, or the number of hours charged by the Employer to the special event sponsor, whichever is greater.

4. **Section 7.2 Overtime, Amended.** Section 7.2 is hereby amended to read as follows:

7.2 OVERTIME - Services performed in excess of the employee's regular work schedule shall constitute overtime and shall be compensated at one and one-half (1 1/2) times the employee's regular hourly rate of pay. When possible, overtime should be authorized in advance by the supervisor. Supervisors will monitor employee overtime and abuse of overtime will be subject to discipline. Officers who voluntarily bid for a shift change will not accrue overtime as a result of the changeover and must use a schedule adjustment. Under no circumstances will a shift trade, made upon the employee's request and with management approval, result in the payment of overtime.

5. **Section 7.3.2, Amended.** Section 7.3.2 is hereby amended to read as follows:

7.3.2 COURT PAY - Should an employee be called or scheduled for court such employee shall receive a minimum of three (3) hours of overtime pay for time scheduled on the employee's day off, and two (2) hours of overtime pay for time scheduled during the employee's regularly scheduled work day; provided that there is no overlap of this two hour overtime period and the start of the employee's shift. Employees called to duty for any other reason during their off-duty time, when such time is not contiguous with their regularly scheduled work day, which shall include but not be limited to the requirement to attend (as a witness or in any other capacity directly related to their official duties): (a) any case pending in Juvenile Court, County Court or District Court; (b) any Grand Jury proceeding; (c) any conference with the City or County Prosecutors or their respective assistants; (d) any pre-trial conference or related hearings; or (e) any proceedings by any City, County, State or Federal governmental entity, shall be entitled to overtime compensation at the rate of either: (i) a two (2) hour minimum at one and one-half (1.5) times their regular hourly rate of pay; OR (ii) one and one-half (1.5) times their regular hourly rate of pay for the actual number of hours in attendance, whichever is greater.

If an employee is required to attend any of the above circumstances when on an approved leave period of longer than three (3) calendar days, the employee shall be entitled to overtime compensation at the rate of either: (i) a three (3) hour minimum at one and one-half (1.5) times their regular hourly rate of pay; OR (ii) one and one-half (1.5) times their regular hourly rate of pay for the actual number of hours in attendance, whichever is greater.

6. **Section 9.3, Amended.** Section 9.3 is hereby amended to read as follows:

9.3 A "part-time employee" is any person employed by the Employer for less than forty (40) hours per week on average.

7. **Section 10.1, Amended.** Section 10.1 is hereby amended to read as follows:

10.1 In lieu of holidays, employees shall be credited with ninety six (96) hours of holiday leave per calendar year, prorated for each payroll cycle.

8. **Section 11.1 Vacation Accrual, Amended.** Sections 11.1 is hereby amended to read as follows:

11.1 VACATION ACCRUAL

After six (6) completed months of employment, employees shall be entitled to use their accrued vacation leave. All full-time employees will accrue and record vacation leave on a prorated bi-weekly basis as follows:

Year 1: 80 hours a year

Year 2: 88 hours a year

Year 3: 96 hours a year

In addition, each year on the employee's anniversary date, after three (3) full years of employment, 8 hours of vacation for each year will be credited to his/her vacation account. After each additional year of employment, the employee shall be entitled to an additional bonus of 8 hours of vacation leave. The total vacation/bonus accrual shall not exceed 240 hours.

9. **Section 11.1.1 Accumulation of Vacation Leave, Amended.** Sections 11.1.1 is hereby amended to read as follows:

11.1.1 ACCUMULATION OF VACATION LEAVE - Part-time employees shall have their vacation leave prorated on the basis of two thousand and eighty (2,080) hours per year (full-time employment). Vacation leave shall be accrued and recorded on a bi-weekly and or calendar year basis in the same manner as provided in the vacation accrual section.

10. **Section 11.6, Amended.** Sections 11.6 is hereby amended to read as follows:

11.6 An employee may carry over a maximum of two hundred and forty (240) hours of vacation effective January 1 of each year. All other accrued vacation not used by the end of each year will be forfeited, except when accrued vacation is not used due to the convenience of the Employer, the employee will be paid in cash at the end of the year.

11. **Section 12.1, Amended.** Section 12.1 is hereby amended to read as follows:

12.1 All full-time and part-time employees shall be entitled to sick leave pay when they are incapacitated from performance of their duties by reason of sickness or injury or when, through exposure to contagious diseases, the presence of the employee would jeopardize the health of others. Such sick leave for full-time employees shall accrue leave at the rate of ninety-six (96) hours per calendar year. An employee may accumulate more than one thousand forty (1,040) hours during the year, but may only carry over a maximum of one thousand forty (1,040) hours from one calendar year to the next. Part-time employees shall have their sick leave prorated on the basis of two thousand eighty (2,080) hours per year

(full-time employment). Sick leave shall be accumulated and recorded on a prorated bi-weekly basis.

12. **Section 12.2, Amended.** Section 12.2 is hereby amended to read as follows:

12.2 Sickness shall be reported at the beginning of any period of illness to the Police Department and, within three (3) calendar days after returning to work, the employee may be required to give a written statement certifying the need for the absence and submit a formal request for approval if so taken, which request, when approved by the Department Director, shall be forwarded to the Human Resources Coordinator for filing in the employee's personnel file.

13. **Section 12.5, Amended.** Section 12.5 is hereby amended to read as follows:

12.5 Advance sick leave may be granted in cases of serious disabilities or ailments of the employee. Sick leave credit advanced shall be limited to not more than ninety-six (96) hours and not less than forty (40) hours. It shall be further limited to cases in which it is believed that the employee will return to full duty for a period of time sufficient to liquidate the advance.

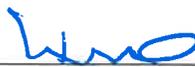
14. **Section 12.10, Amended.** Section 12.10 is hereby amended to read as follows:

12.10 At the option of the employee, sickness in excess of the maximum number of the hours accrued may be charged to unused vacation.

This Memorandum of Understanding is entered into on this the 3 day of June 2020.

CITY OF PORT ORCHARD

PORT ORCHARD POLICE GUILD



Mayor Rob Putaansuu



Nathan Lynch, President

Memorandum of Understanding
Amended to the **AGREEMENT** by and between
CITY OF PORT ORCHARD, WASHINGTON
and
PORT ORCHARD POLICE GUILD
(Representing Patrol Officer Employees) dated
January 1, 2019 through December 31, 2021

THIS AMENDMENT is supplemental to the AGREEMENT by and between the CITY OF PORT ORCHARD, WASHINGTON (the "City") and the PORT ORCHARD POLICE GUILD (the "Guild") (representing Patrol Officer Employees), dated January 1, 2019 through December 31, 2021.

WHEREAS, the Police Department has multiple vacancies; and

WHEREAS, the City has recently held oral board examinations for Lateral Police Officer as provided for under the Civil Service Rules; and

WHEREAS, an eligibility list for lateral police officers has been created; and

WHEREAS, the City desires the flexibility to offer to qualified candidates a starting rate of pay commiserate with their experience and qualifications;

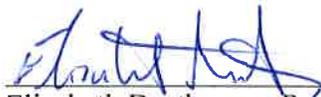
NOW THEREFORE, the City and the Guild have entered into this Memorandum of Understanding ("MOU") to revise Article 8.1 of the contract to read as follows:

8.1 All employees covered by this Agreement shall be classified and compensated in accordance with Appendix "A" attached hereto and considered part of this Agreement. As determined by the Employer, in recognition of previous work experience on a year to year basis, the starting pay for newly hired employees may be set up to and including the "After 24 months" step on (but not beyond) the pay scale.

All other terms of the Agreement remain the same for the duration of the Agreement.

PORT ORCHARD POLICE GUILD

CITY OF PORT ORCHARD



Elizabeth Deatherage, President



Robert Putaansuu, Mayor

10-27-20

Date

10-28-2020

Date



MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF PORT ORCHARD
AND THE PORT ORCHARD POLICE GUILD
(REPRESENTING THE PATROL OFFICER EMPLOYEES)

It is understood and agreed that the City of Port Orchard (City) and Port Orchard Police Guild (Guild) enter into the following Memorandum of Understanding (MOU) related to Hours of Work.

WHEREAS, Article 1 of the Collective Bargaining Agreement (CBA) or contract recognizes the Guild as the designated representative of the City of Port Orchard Patrol Officer employees; and

WHEREAS, the City and the Guild previously agreed to a change in the Hours of Work and related contract provisions to implement a new work schedule on a trial basis; and

WHEREAS, the period for the trial basis as set by the Memorandum of Understanding (MOU) signed on June 3, 2020, expires December 31, 2020; and

WHEREAS, the City and the Guild have both expressed an interest in continuing the new work schedule for the duration of 2021; and

WHEREAS, the current CBA between the parties expires December 31, 2021; and

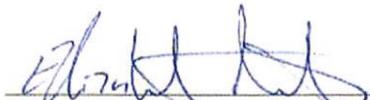
WHEREAS, the Hours of Work will be a topic of bargaining during the negotiation of the successor contract between the parties;

NOW THEREFORE, the City and the Guild have entered into this Memorandum of Understanding ("MOU") to extend the expiration date of the MOU signed on June 3, 2020, until December 31, 2021.

All other terms of the CBA, amendments and MOUs, remain the same for the duration of the CBA.

PORT ORCHARD POLICE GUILD

CITY OF PORT ORCHARD



Elizabeth Deatherage, President



Robert Putaansuu, Mayor

11-25-20

Date

11/25/20

Date

GRIEVANCE SETTLEMENT
MEMORANDUM OF UNDERSTANDING

THIS GRIEVANCE SETTLEMENT MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the City of Port Orchard, Washington ("City") and the Port Orchard Police Guilds representing Police Officers and Sergeants ("Guild").

WHEREAS, on April 6, 2020, the Guild filed Grievance 20-01 requesting additional vacation time accruals related to the closure of City Hall due to the COVID-19 pandemic (the "Grievance"); and

WHEREAS, the Grievance was scheduled for hearing before Arbitrator Dooley on February 11, 2021; and

WHEREAS, the parties wish to direct their efforts and resources away from internal disputes and toward serving the greater community serviced by the City; therefore, the parties desire to settle and resolve the Grievance under the terms of this MOU;

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions set forth herein, it is voluntarily agreed by and between the City and the Guilds as follows:

1. On the effective date of this MOU, the collective bargaining agreement ("CBA") between the City and the Guild covering Police Officers shall be modified as reflected in Attachment A to this MOU.
2. On the effective date of this MOU, the collective bargaining agreement ("CBA") between the City and the Guild covering Sergeants shall be modified as reflected in Attachment B to this MOU.
3. The Guild hereby withdraws the Grievance and agrees not to pursue any other grievance, unfair labor practice complaint, or proceeding against the City arising from the allegations that formed the basis of the Grievance. Each party is responsible for its own attorneys' fees.
4. This MOU does not constitute an admission of wrongdoing or liability by any party.
5. The venue for any action to enforce or interpret this MOU shall be through the grievance process provided in the applicable collective bargaining agreement between the City and the Guild.
6. This MOU is effective when signed by both parties. No modification to this MOU is valid unless in writing and signed by the parties.

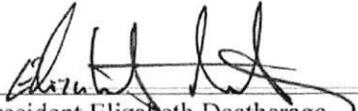
CITY OF PORT ORCHARD



Mayor Robert Putaansuu

Date: 1/27/21

PORT ORCHARD POLICE GUILD



President Elizabeth Deatherage

Date: 1-22-21

ATTACHMENT A (Patrol)

ARTICLE 11VACATIONS

11.1 VACATION ACCRUAL

After six (6) completed months of employment, employees shall be entitled to use their accrued vacation leave. All full-time employees will accrue and record vacation leave on a prorated bi-weekly basis as follows:

Year 1: 80 hours a year

Year 2: 88 hours a year

Year 3: 96 hours a year

In addition, each year on the employee's anniversary date, after three (3) full years of employment, 8 hours of vacation for each year will be credited to his/her vacation account. After each additional year of employment, the employee shall be entitled to an additional bonus of 8 hours of vacation leave. The total vacation/bonus accrual shall not exceed 240 hours.

11.1.1 ACCUMULATION OF VACATION LEAVE - Part-time employees shall have their vacation leave prorated on the basis of two thousand and eighty (2,080) hours per year (full-time employment). Vacation leave shall be accrued and recorded on a bi-weekly and or calendar year basis in the same manner as provided in the vacation accrual section.

- 11.2 Vacation leave to an employee's credit may be granted at any time during the year at the discretion of the Department Director concerned.
- 11.3 Each employee must use at least one week (five (5) consecutive days) leave each year for a vacation purpose. The balance of vacation leave to his or her credit may be granted one at a time.
- 11.4 An employee, as defined herein, shall receive leave pay for any portion of vacation earned, but not taken, upon leaving the employ of the Employer (including for the reasons of voluntary termination and death of the employee); provided, however, that in case of voluntary termination, the employee shall have given at least thirty (30) calendar days' notice of such termination in order to be eligible to receive such pay. Upon date of termination the employee shall receive compensation for bonus vacation leave prorated from the last anniversary date. There shall be a cap of two hundred and forty (240) hours on the amount of the payment of accrued vacation time upon separation of employment for LEOFF II employees.
- 11.5 The leave pay of all employees who are employed on a daily wage scale shall be paid on the same schedule for the vacation period as the employee would have been paid for a regular week of work without overtime.
- 11.6 An employee may carry over a maximum of three hundred and twenty (320) hours of vacation effective January 1 of each year. All other accrued vacation not used by the end of each year will be forfeited, except when accrued vacation is not used due to the convenience of the Employer, the employee will be paid in cash at the end of the year.

ATTACHMENT B (Sergeants)

ARTICLE 11 VACATIONS

11.1 VACATION ACCRUAL

After six (6) completed months of employment, employees shall be entitled to use their accrued vacation leave. All full-time employees will accrue and record vacation leave on a prorated bi-weekly basis as follows:

- Year 1: 80 hours a year
- Year 2: 88 hours a year
- Year 3: 96 hours a year

In addition, each year on the employee's anniversary date, after three (3) full years of employment, 8 hours of vacation for each year will be credited to his/her vacation account. After each additional year of employment, the employee shall be entitled to an additional bonus of 8 hours of vacation leave. The total vacation/bonus accrual shall not exceed 240 hours.

11.1.1 ACCUMULATION OF VACATION LEAVE - Part-time employees shall have their vacation leave prorated on the basis of two thousand and eighty (2,080) hours per year (full-time employment). Vacation leave shall be accrued and recorded on a bi-weekly and or calendar year basis in the same manner as provided in the vacation accrual section.

- 11.2 Vacation leave to an employee's credit may be granted at any time during the year at the discretion of the Department Director concerned.
- 11.3 Each employee must use at least one week (five (5) consecutive days) leave each year for a vacation purpose. The balance of vacation leave to his or her credit may be granted one at a time.
- 11.4 An employee, as defined herein, shall receive leave pay for any portion of vacation earned, but not taken, upon leaving the employ of the Employer (including for the reasons of voluntary termination and death of the employee); provided, however, that in case of voluntary termination, the employee shall have given at least thirty (30) calendar days' notice of such termination in order to be eligible to receive such pay. Upon date of termination the employee shall receive compensation for bonus vacation leave prorated from the last anniversary date. There shall be a cap of two hundred and forty (240) hours on the amount of the payment of accrued vacation time upon separation of employment) for LEOFF II employees.
- 11.5 The leave pay of all employees who are employed on a daily wage scale shall be paid on the same schedule for the vacation period as the employee would have been paid for a regular week of work without overtime.
- 11.6 An employee may carry over a maximum of three hundred and twenty (320) hours of vacation effective January 1 of each year. All other accrued vacation not used by the end of each year will be forfeited, except when accrued vacation is not used due to the convenience of the Employer, the employee will be paid in cash at the end of the year.

Memorandum of Understanding
by and between

CITY OF PORT ORCHARD, WASHINGTON
and
PORT ORCHARD POLICE GUILD
(Representing Patrol Officer Employees)

THIS AMENDMENT is supplemental to the COLLECTIVE BARGAINING AGREEMENT by and between the CITY OF PORT ORCHARD, WASHINGTON (the "City") and the PORT ORCHARD POLICE GUILD (the "Guild") (representing Patrol Officer Employees), dated January 1, 2019 through December 31, 2021.

WHEREAS, the City of Port Orchard passed Resolution 021-06 on June 12, 2006; and

WHEREAS, the intent of Resolution 021-06 was to apply to employees whose ineligibility for the retirement system was due to their own set of circumstances not related to the position for which they were hired;

WHEREAS, the only City employee covered by Resolution 021-06 is represented by the Guild; and

WHEREAS, the Guild has agreed that the more appropriate location for such an employee benefit is the union contract; and

WHEREAS, immediately after adoption of this MOU, the City intends to repeal Resolution 021-06;

NOW THEREFORE, in consideration of mutual covenants, promises and conditions set forth herein, it is voluntarily agreed by and between the City and the Guild as follows:

1. On the effective date of this MOU, the collective bargaining agreement ("CBA") between the City and the Guild representing Patrol Officers shall be modified as reflected in Attachment A to this Memorandum of Understanding ("MOU").
2. This MOU is effective when signed by both parties. No modification to this MOU is valid unless in writing and signed by the parties.

PORT ORCHARD POLICE GUILD


Elizabeth Deatherage, President

2-12-21
Date

CITY OF PORT ORCHARD


Robert Putaansuu, Mayor

2-24-2021
Date



ATTACHMENT A

ARTICLE 8 WAGES, LONGEVITY PAY

- 8.1 All employees covered by this Agreement shall be classified and compensated in accordance with Appendix "A" attached hereto and considered part of this Agreement.
- 8.2 After completion of two (2) years full-time employment, an employee shall be eligible for longevity pay. Such longevity pay shall be the employee's base pay plus .25% for each additional year of employment. Each longevity pay increase shall commence in the pay period that the employee's anniversary date occurs. Each longevity increase shall be calculated on the base pay for the position held by the employee.
- 8.3 The wage set forth in Appendix A, shall be increased by 5% whenever the officer is actually serving as a Field Training Officer (FTO). FTO pay will commence for those Field Training Officers activated to train a recruit officer on the first day of assignment of the recruit officer into field training. All FTOs activated will receive FTO pay until the recruit officer is out of the field training program. If, during the training period, there is a need to replace an assigned FTO, the replacing FTO will receive FTO pay on the date of this replacement until the recruit officer is out of the field training program.
- 8.4 School Resource Officer (SRO) and Detective Premiums: Any officer serving as a SRO shall receive an additional one-and one-half percent (1.5%) premium to his/her base wages while assigned to such duties. Any officer serving as a Detective shall receive an additional two-and-one-half percent (2.50%) premium to his/her base wages while assigned to such duties. Provided, however, no employee may "stack" specialty assignment premium pay. This means that in the event an officer is eligible for two different types of premium pay (for example, for serving as a FTO and as the SRO, the officer shall receive the higher of the two premium pay rates, but not both).
- 8.5 Employees hired prior to January 1, 2021, who are not eligible to participate in an existing state retirement plan, as determined by the State Department of Retirement Systems, will receive equivalent contributions to a state sponsored deferred compensation plan as follows:
 - 8.5.1 The employee will be required to establish a state sponsored deferred compensation plan and deposit an amount equal to or greater than the total of the employee and Employer contributions as described below.
 - 8.5.2 The employee shall contribute 100% of the state required employee contribution of the retirement system the employee would be enrolled in if they were eligible, via payroll deduction, to the deferred compensation plan.
 - 8.5.3 The Employer shall contribute 75% of the state required employer contribution of the retirement system the employee would be enrolled in if they were eligible to the employee's deferred compensation plan.
 - 8.5.3 Contributions will be calculated on base wage rates and will only include those regular and leave hours that make up the pay period. Other compensation including but not limited to overtime, Labor & Industry payments, specialty pay, longevity pay and leave buy-out will not be included in calculating the contribution.