

**FIRCREST CITY COUNCIL
REGULAR MEETING
AGENDA**

**TUESDAY, DECEMBER 22, 2020
4:00 P.M.**

**COUNCIL CHAMBERS
FIRCREST CITY HALL, 115 RAMSDELL STREET**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PRESIDING OFFICER'S REPORT**
- 5. CITY MANAGER COMMENT**
- 6. DEPARTMENT HEAD COMMENTS**
- 7. COUNCILMEMBER COMMENTS**
- 8. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA** (Please email the City Clerk if you would like to make a public comment. Your comment will be read into the record at the appropriate time. JWESTMAN@CITYOFFIRCREST.NET)
- 9. COMMITTEE, COMMISSION & LIAISON REPORTS**
 - A. Parks & Recreation
 - B. Pierce County Regional Council
 - C. Public Safety, Courts
 - D. Street, Water, Sewer, and Storm Drain
 - E. Other Liaison Reports
- 10. CONSENT CALENDAR**
 - A. Approval of [vouchers](#)/payroll checks
 - B. Approval of Minutes: [December 8, 2020, Regular Meeting](#)
 - C. Setting a public hearing on January 26, 2021, at 7:15 p.m. or closely thereafter to receive comments on the Westside Disposal rate adjustment
- 11. PUBLIC HEARING 7:15 P.M. OR SOON THEREAFTER**
- 12. UNFINISHED BUSINESS**
- 13. NEW BUSINESS**
 - A. [Resolution: Collective Bargaining Agreement with the Fircrest Police Guild](#)
- 14. CALL FOR FINAL COMMENTS**
- 15. EXECUTIVE SESSION**
 - A. To Review the Performance of a Public Employee per RCW 42.30.110
- 16. ADJOURNMENT**

COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON AGENDA

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo	
23456	12/11/2020	12/22/2020	6904	A R C Architects Inc	19,228.72	P#54 Pool / Bathhouse & Community Center Prof. Eng. Services 10/26/20 To 11/25/20
	594 76 62 03 Buildings & Structures		301 000 594 Park Bond Capi	19,228.72	P#54 Pool / Bathhouse & Community Center Prof. Eng. Services 10/26/20 To 11/25/20	
23482	12/11/2020	12/22/2020	4298	AWC Employee Benefit Trust	742.50	January 2021 Retired Medical
	521 22 20 01 LEOFF I Medical Premium		001 000 521 General Fund	742.50	01/2021 Retired Medical	
23433	12/09/2020	12/22/2020	8226	Absher, Clint	87.72	02-01430.5 - 213 BERKELEY AVE
	343 10 00 00 Storm Drain Fees & Charge		415 000 340 Storm Drain	-33.23		
	343 40 00 00 Sale Of Water		425 000 340 Water Fund (de	-35.18		
	343 50 00 00 Sewer Revenues		430 000 340 Sewer Fund (de	-19.31		
23518	12/17/2020	12/22/2020	8039	All Traffic Solutions	9,231.60	SpeedAlert Radar Message Sign (2)
	594 21 64 00 Machinery & Equipment - I		001 000 521 General Fund	9,231.60	SpeedAlert Radar Message Sign (2)	
23461	12/11/2020	12/22/2020	4052	Auto Value, National Auto Parts Wareh	33.66	#68057 Repair Parts
	548 65 48 12 O & M - Street		501 000 548 Equipment Ren	3.80	#68057 Repair Parts	
	548 65 48 13 O & M - Storm		501 000 548 Equipment Ren	3.80	#68057 Repair Parts	
	548 65 48 14 O & M - Wtr/Swr		501 000 548 Equipment Ren	26.06	#68057 Repair Parts	
23515	12/17/2020	12/22/2020	4052	Auto Value, National Auto Parts Wareh	144.48	Wiper Blades For Police Cars
	548 65 48 08 O & M - Police		501 000 548 Equipment Ren	144.48	Wiper Blades For Police Cars	
			Total Auto Value, National Auto Parts Wareh	178.14		
23487	12/14/2020	12/22/2020	9490	Blue to Gold, LLC	952.00	Online Training (De-Escalation And Duty To Intervene) - All Officers
	521 22 49 02 Reg & Tuition - Police		001 000 521 General Fund	952.00	Online Training (De-Escalation And Duty To Intervene) - All Officers	
23488	12/14/2020	12/22/2020	9490	Blue to Gold, LLC	119.00	Online Training (De-Escalation And Duty To Intervene) - J. Cheesman
	521 22 49 02 Reg & Tuition - Police		001 000 521 General Fund	119.00	Online Training (De-Escalation And Duty To Intervene) - J. Cheesman	
			Total Blue to Gold, LLC	1,071.00		
23459	12/11/2020	12/22/2020	8909	Cappiello, Suzanne A	75.00	Gym Fees Reimbursement (Oct - Dec)
	524 20 20 00 Personnel Benefits - Buildi		001 000 524 General Fund	37.50	Gym Fees Reimbursement (Oct - Dec) - S. Cappiello	

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558 60 20 00	Personnel Benefits - Planni		001 000 558 General Fund	37.50	Gym Fees Reimbursement (Oct - Dec) - S. Cappiello
23431	12/09/2020	12/22/2020	8028	19.87	04-01275.0 - 964 ALTADENA DR
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-4.43	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-4.74	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-10.70	
23458	12/11/2020	12/22/2020	7374	12.49	Postage For Mailing Blood Vials
521 22 49 00	Miscellaneous - Police		001 000 521 General Fund	12.49	Postage For Mailing Blood Vials
23528	12/17/2020	12/22/2020	3994	1,388.71	Telecommunications December 2020
518 10 42 00	Communication - Non Dep		001 000 518 General Fund	71.37	CH Prim 911 12/2020
518 10 42 00	Communication - Non Dep		001 000 518 General Fund	71.38	CH Message 12/2020
518 10 42 00	Communication - Non Dep		001 000 518 General Fund	71.38	CH Alarm 12/2020
518 10 42 00	Communication - Non Dep		001 000 518 General Fund	448.79	Circuit Line / PRI Line 12/2020
518 10 42 00	Communication - Non Dep		001 000 518 General Fund	149.17	DID 12/2020
521 22 42 00	Communication - Police		001 000 521 General Fund	148.72	Police BA Machine / Modem 12/2020
531 50 42 00	Communication - Storm		415 000 531 Storm Drain	35.69	PW Alarm & Prim 911 12/2020
531 50 42 00	Communication - Storm		415 000 531 Storm Drain	17.85	PW Fax 12/2020
534 10 42 00	Communication - Water		425 000 534 Water Fund (de	35.69	PW Alarm & Prim 911 12/2020
534 10 42 00	Communication - Water		425 000 534 Water Fund (de	32.50	PW DSL / Telemetry 12/2020
534 10 42 00	Communication - Water		425 000 534 Water Fund (de	17.85	PW Fax 12/2020
535 10 42 01	Communication - Sewer		430 000 535 Sewer Fund (de	35.69	PW Alarm & Prim 911 12/2020
535 10 42 01	Communication - Sewer		430 000 535 Sewer Fund (de	32.50	PW DSL / Telemetry 12/2020
535 10 42 01	Communication - Sewer		430 000 535 Sewer Fund (de	17.85	PW Fax 12/2020
542 30 42 00	Communication - Street		101 000 542 City Street Fun	35.69	PW Alarm & Prim 911 12/2020
542 30 42 00	Communication - Street		101 000 542 City Street Fun	17.85	PW Fax 12/2020
576 80 42 00	Communication - Parks		001 000 576 General Fund	71.38	REC Alarm 12/2020
576 80 42 00	Communication - Parks		001 000 576 General Fund	77.36	Parks Prim 911 12/2020
23441	12/11/2020	12/22/2020	4313	245.56	Central Supplies
518 10 34 01	Central Office Supplies		001 000 518 General Fund	245.56	Central Supplies
23499	12/14/2020	12/22/2020	4318	2,078.96	December 2020 Interfund
518 30 47 00	Public Utility Services - Ci		001 000 518 General Fund	315.88	12/2020 Interfund
531 50 47 02	Public Utility Services/Bldg		415 000 531 Storm Drain	165.86	12/2020 Interfund
531 50 47 02	Public Utility Services/Bldg		415 000 531 Storm Drain	3.54	12/2020 Interfund
534 10 47 00	Utility Services/Building -		425 000 534 Water Fund (de	165.86	12/2020 Interfund
534 80 47 01	Utility Services/Pumping		425 000 534 Water Fund (de	103.50	12/2020 Interfund
534 80 47 03	Public Utility Services/Met		425 000 534 Water Fund (de	8.26	12/2020 Interfund
535 10 47 00	Utility Services/Building -		430 000 535 Sewer Fund (de	165.86	12/2020 Interfund
535 80 47 04	Public Utility Services/Met		430 000 535 Sewer Fund (de	8.26	12/2020 Interfund

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542 30 47 02	Electricity & Gas/Bldg - St		101 000 542 City Street Fun	165.86	12/2020 Interfund
542 30 47 02	Electricity & Gas/Bldg - St		101 000 542 City Street Fun	3.55	12/2020 Interfund
548 65 47 00	Utilities ShopGarage		501 000 548 Equipment Ren	34.50	12/2020 Interfund
576 80 47 00	Public Utility Services - Pa		001 000 576 General Fund	938.03	12/2020 Interfund
23436 12/11/2020 12/22/2020 4322 City of Tacoma Washington				8,114.50	Power - Various Locations November 2020
518 30 47 00	Public Utility Services - Ci		001 000 518 General Fund	732.33	CH 11/2020
531 50 47 02	Public Utility Services/Bldg		415 000 531 Storm Drain	137.30	PW 11/2020
534 10 47 00	Utility Services/Building -		425 000 534 Water Fund (de	137.30	PW 11/2020
534 80 47 01	Utility Services/Pumping		425 000 534 Water Fund (de	2,914.75	Surface Water, Hi/Low Tank, Well #4, 6, 7, & 8, GC Tank, Weathervane 11/2020
535 10 47 00	Utility Services/Building -		430 000 535 Sewer Fund (de	137.30	PW 11/2020
535 80 47 01	Utility Services/Pumping		430 000 535 Sewer Fund (de	1,890.36	Pump #1, #3, Drake St L/S, W Creek L/S, Commons L/S, Princeton L/S 11/2020
542 30 47 02	Electricity & Gas/Bldg - St		101 000 542 City Street Fun	137.30	PW 11/2020
542 30 47 03	Electricity/Traffic Lights		101 000 542 City Street Fun	24.27	40th/Alameda 11/2020
542 63 47 00	Electricity/Street Lights		101 000 542 City Street Fun	1,169.95	Street Lights, 5200 Emerson 11/2020
548 65 47 00	Utilities ShopGarage		501 000 548 Equipment Ren	89.27	F&E Garage 11/2020
576 80 47 00	Public Utility Services - Pa		001 000 576 General Fund	744.37	Pool/Bathhouse, Pavilion, Tot Lot, Parks Garage, Whittier Lights & Irrig. 11/2020
23493 12/14/2020 12/22/2020 6268 Cole-Parmer Instrument Company				88.99	Gloves For Chlorine Testing
534 80 31 02	Oper Supplies - Water		425 000 534 Water Fund (de	88.99	Gloves For Chlorine Testing
23450 12/11/2020 12/22/2020 3565 Comfort Davies & Smith				14,329.00	November 2020
515 41 41 01	City Attorney		001 000 515 General Fund	2,331.80	11/2020
515 41 41 03	City Prosecutor		001 000 515 General Fund	8,953.40	Fircrest 11/2020
515 41 41 03	City Prosecutor		001 000 515 General Fund	3,043.80	Ruston 11/2020
23508 12/17/2020 12/22/2020 3589 Databar Inc				8,806.49	2021 Calendars Printing, Postage And Mailing
531 50 31 03	NPDES Public Outreach		415 000 531 Storm Drain	8,806.49	2021 Calendars Printing, Postage And Mailing
23481 12/11/2020 12/22/2020 365 Dept Of Labor & Industries				3.72	Chaplain Medical Aid 10/02 To 10/29 (10 Hrs)
521 22 49 06	Chaplaincy Program		001 000 521 General Fund	3.72	Chaplain Medical Aid 10/02 To 10/29 (10 Hrs)
23437 12/11/2020 12/22/2020 4310 Dept Of Revenue-EXCISE TAX				51.95	November 2020 Excise Taxes
518 20 43 01	Excise Tax Time/Temp Rei		001 000 518 General Fund	1.65	11/2020 Excise Taxes
521 22 49 00	Miscellaneous - Police		001 000 521 General Fund	1.03	11/2020 Excise Taxes
531 50 44 00	Excise Tax - Storm		415 000 531 Storm Drain	1.85	11/2020 Excise Taxes
534 10 44 00	Excise Tax - Water		425 000 534 Water Fund (de	6.81	11/2020 Excise Taxes
534 10 44 00	Excise Tax - Water		425 000 534 Water Fund (de	34.11	11/2020 Excise Taxes

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535 10 44 00	Excise Tax - Sewer		430 000 535 Sewer Fund (de	0.55	11/2020 Excise Taxes
571 10 49 00	Miscellaneous - Rec		001 000 571 General Fund	5.95	11/2020 Excise Taxes
23470	12/11/2020	12/22/2020	9488	10,346.65	Asset Management / Work Order Software (12/01/20 To 12/31/21)
			Dude Solutions, Inc		
531 50 41 00	Prof Svcs - Storm		415 000 531 Storm Drain	2,586.67	Asset Management / Work Order Software (12/01/20 To 12/31/21)
534 10 41 00	Prof Svcs - Water		425 000 534 Water Fund (de	2,586.66	Asset Management / Work Order Software (12/01/20 To 12/31/21)
535 10 41 00	Prof Svcs - Sewer		430 000 535 Sewer Fund (de	2,586.66	Asset Management / Work Order Software (12/01/20 To 12/31/21)
542 30 41 00	Prof Svcs - Street		101 000 542 City Street Fun	2,586.66	Asset Management / Work Order Software (12/01/20 To 12/31/21)
23432	12/09/2020	12/22/2020	1162	86.79	01-01550.3 - 518 SUMMIT AVE
			Estate of Anne Neal-Skala		
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-34.99	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-35.02	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-16.78	
23477	12/11/2020	12/22/2020	8610	3,254.00	December 2020 Janitorial Services
			F & L Building Maintenance, LLC		
518 30 41 01	Contract Maintenance		001 000 518 General Fund	3,254.00	12/2020 Janitorial Services
23472	12/11/2020	12/22/2020	3748	539.83	2021 Annual Budget Books (20)
			Fed Ex Office		
514 23 49 02	Printing & Binding - Finan		001 000 514 General Fund	539.83	2021 Annual Budget Books (20)
23449	12/11/2020	12/22/2020	5368	75.00	Gym Fees Reimbursement (Jan - Mar)
			Gollinger, Barbara		
518 10 20 00	Personnel Benefits - Non D		001 000 518 General Fund	75.00	Gym Fees Reimbursement (Jan - Mar) - B. Gollinger
23506	12/17/2020	12/22/2020	2262	359.47	04-03090.0 - 1026 FIR PARK LANE
			Gruver, Gary		
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-96.47	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-91.92	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-171.08	
23495	12/14/2020	12/22/2020	2077	697.77	Deposit Refund Holly Case 17-07 931 Altadena
			Holly, James		
582 10 00 00	Deposit Refunds		001 000 580 General Fund	697.77	Deposit Refund Holly Case 17-07 931 Altadena
23500	12/15/2020	12/22/2020	5576	61.51	03-01370.6 - 708 CONTRA COSTA AVE
			IH2 Property WA LP		
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-13.70	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-14.69	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-33.12	
23475	12/11/2020	12/22/2020	9316	100.00	Spanish Interpreting (2 Hrs)
			JMK Language Services		

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	512 50 41 03	Prof Svcs - Interpreter	001 000 512 General Fund	100.00	Spanish Interpreting (2 Hrs) XZ0783607	
23529	12/17/2020	12/22/2020	8773	Kassel & Associates, Inc.	568,195.66	P#64 Community Center Progress Through 11/30/20
	594 76 62 03	Buildings & Structures	301 000 594 Park Bond Capi	568,195.66	P#64 Community Center Progress Through 11/30/20	
23516	12/17/2020	12/22/2020	6089	Kitsap County Sheriff's Office	21.88	EVOC Without PIT 10/28/20 - J. Villamor
	521 22 49 02	Reg & Tuition - Police	001 000 521 General Fund	21.88	EVOC Without PIT 10/28/20 - J. Villamor	
23445	12/11/2020	12/22/2020	9483	Lakewood, City of	218.28	EVOC Training 6 Officers (10/16/20 - 10/21/20)
	521 22 49 02	Reg & Tuition - Police	001 000 521 General Fund	218.28	EVOC Training 6 Officers (10/16/20 - 10/21/20)	
23498	12/14/2020	12/22/2020	8940	Law Offices of Susan Elizabeth Drummond	135.00	November 2020 Land Use Attorney .6 Hrs)
	515 41 41 02	Special Legal Counsel	001 000 515 General Fund	135.00	November 2020 Land Use Attorney .6 Hrs)	
23446	12/11/2020	12/22/2020	3772	Lawman Badge Company	645.00	Police Officer Number Badges (5)
	521 22 49 01	Uniforms/Clothing/Laundry	001 000 521 General Fund	645.00	Police Office Number Badges (5)	
23434	12/11/2020	12/22/2020	3791	Lowe's Company-#338954	867.58	Christmas Lights For Big Island
	542 80 31 04	Beautification-Supplies	101 000 542 City Street Fun	867.58	Christmas Lights For Big Island	
23435	12/11/2020	12/22/2020	3791	Lowe's Company-#338954	34.31	Christmas Lights For Big Island
	542 80 31 04	Beautification-Supplies	101 000 542 City Street Fun	34.31	Christmas Lights For Big Island	
23513	12/17/2020	12/22/2020	3791	Lowe's Company-#338954	37.49	Tube Sand (6 Bags)
	576 80 31 02	Oper Supplies - Parks	001 000 576 General Fund	37.49	Tube Sand (6 Bags)	
23514	12/17/2020	12/22/2020	3791	Lowe's Company-#338954	204.35	Christmas Lights
	576 80 31 02	Oper Supplies - Parks	001 000 576 General Fund	204.35	Christmas Lights	
			Total Lowe's Company-#338954	1,143.73		
23455	12/11/2020	12/22/2020	2440	McCarthy, Mary	59.00	Library Reimbursement 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	59.00	Library Reimbursement 1 Year	
23462	12/11/2020	12/22/2020	9002	McDonald & Sons Ventures LLC	27,778.32	Estate Place L/S 50kw Generator And Amp
	594 35 63 01	Other Improvements Sewer	432 000 594 Sewer Improve	27,778.32	Estate Place L/S 50kw Generator And Amp	
23465	12/11/2020	12/22/2020	5766	Multicare Cntr of Occupational Medicine	110.00	DOT Exam 11/17/20 At Allenmore

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531 50 20 01	Contract Benefits - Storm		415 000 531 Storm Drain	27.50	DOT Exam 11/17/20 At Allenmore
534 10 20 01	Contract Benefits - Wtr Ad		425 000 534 Water Fund (de	27.50	DOT Exam 11/17/20 At Allenmore
535 10 20 01	Contract Benefits - Swr Ad		430 000 535 Sewer Fund (de	27.50	DOT Exam 11/17/20 At Allenmore
542 30 20 01	Contract Benefits - Street R		101 000 542 City Street Fun	27.50	DOT Exam 11/17/20 At Allenmore
23438	12/11/2020	12/22/2020	6589		Murray, Smith & Associates Inc
				3,812.00	2020 Water System Plan Prof. Eng. Services Through 11/30/20
534 10 41 00	Prof Svcs - Water		425 000 534 Water Fund (de	3,812.00	2020 Water System Plan Prof. Eng. Services Through 11/30/20
23463	12/11/2020	12/22/2020	9356		O'Meara, Robert W
				30.00	Gym Fees Reimbursement (Sep - Oct)
521 22 20 00	Personnel Benefits - Police		001 000 521 General Fund	30.00	Gym Fees Reimbursement (Sep - Oct) - R. O'Meara
23483	12/14/2020	12/22/2020	3910		Office Depot
				1,703.44	SAA #1782 Fujitsu Fi-7180 Sheetfed Scanner (AOC CARES Reimbursement)
512 50 35 00	Small Tools & Equip-Cour		001 000 512 General Fund	1,703.44	SAA #1782 Fujitsu Fi-7180 Sheetfed Scanner (AOC CARES Reimbursement)
23448	12/11/2020	12/22/2020	3957		PC Budget & Finance
				7,467.00	2020 Primary Election Costs
514 40 41 01	Special Elections & Voter I		001 000 511 General Fund	7,467.00	2020 Primary Election Costs
23474	12/11/2020	12/22/2020	3957		PC Budget & Finance
				34,757.64	Assigned Council Services - Indigent Defense (Jul - Dec 2020)
515 41 41 00	Assigned Counsel		001 000 515 General Fund	34,757.64	Assigned Council Services - Indigent Defense (Jul - Dec 2020)
			Total PC Budget & Finance	42,224.64	
23452	12/11/2020	12/22/2020	3961		PCRCDD, LLC dba LRI-HV
				221.01	Dump Fees - Street Sweeping November 2020
531 50 47 01	Dumping Fees - Storm		415 000 531 Storm Drain	221.01	Dump Fees - SS 11/2020
23512	12/17/2020	12/22/2020	4108		Pape Machinery Inc.
				382.50	Lift For Putting Lights On Christmas Tree
576 80 31 02	Oper Supplies - Parks		001 000 576 General Fund	382.50	Lift For Putting Lights On Christmas Tree
23473	12/11/2020	12/22/2020	4680		Parametrix Engineering
				7,710.30	P#60 Pool / Bathhouse & P#64 Community Center Prof. Services 10/4/20 To 10/31/20
594 76 62 03	Buildings & Structures		301 000 594 Park Bond Capi	2,491.55	P#60 Pool / Bathhouse Prof. Services 10/4/20 To 10/31/20
594 76 62 03	Buildings & Structures		301 000 594 Park Bond Capi	5,218.75	P#64 Community Center Prof. Services 10/4/20 To 10/31/20

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23511	12/17/2020	12/22/2020	4680	Parametrix Engineering	7,246.48	P#60 Pool / Bathhouse & P#64 Community Center Prof. Services 11/1/20 To 11/28/20
	594 76 62 03	Buildings & Structures	301 000 594	Park Bond Capi	1,655.00	P#60 Pool / Bathhouse Prof. Services 11/1/20 To 11/28/20
	594 76 62 03	Buildings & Structures	301 000 594	Park Bond Capi	5,591.48	P#64 Community Center Prof. Services 11/1/20 To 11/28/20
Total Parametrix Engineering					14,956.78	
23517	12/17/2020	12/22/2020	3955	Petrocard Systems Inc	339.92	Gas / Fuel December 2020
	548 65 31 12	Street Gas	501 000 548	Equipment Ren	120.68	Street 12/2020
	548 65 31 13	Storm Gas	501 000 548	Equipment Ren	78.21	Storm 12/2020
	548 65 31 14	Wtr/Swr Gas	501 000 548	Equipment Ren	141.03	W / S 12/2020
23510	12/17/2020	12/22/2020	3971	Pitney Bowes Inc Supplies	124.23	Red Ink Cartridge
	518 10 42 01	Postage - Non-Dept	001 000 518	General Fund	124.23	Red Ink Cartridge
23466	12/11/2020	12/22/2020	3986	Puget Sound Energy, BOT-01H	2,648.05	Natural Gas - Pool / Bathhouse November 2020
	576 20 47 00	Public Utility Services - Po	001 000 576	General Fund	2,648.05	Natural Gas - Pool / Bathhouse 11/2020
23485	12/14/2020	12/22/2020	3986	Puget Sound Energy, BOT-01H	192.48	Natural Gas - City Hall November 2020
	518 30 47 00	Public Utility Services - Ci	001 000 518	General Fund	192.48	Natural Gas - CH 11/2020
23486	12/14/2020	12/22/2020	3986	Puget Sound Energy, BOT-01H	190.22	Natural Gas - Public Works November 2020
	531 50 47 02	Public Utility Services/Bldg	415 000 531	Storm Drain	47.56	Natural Gas - PW 11/2020
	534 10 47 00	Utility Services/Building -	425 000 534	Water Fund (de	47.56	Natural Gas - PW 11/2020
	535 10 47 00	Utility Services/Building -	430 000 535	Sewer Fund (de	47.56	Natural Gas - PW 11/2020
	542 30 47 02	Electricity & Gas/Bldg - St	101 000 542	City Street Fun	47.54	Natural Gas - PW 11/2020
Total Puget Sound Energy, BOT-01H					3,030.75	
23524	12/17/2020	12/22/2020	4002	Redwing Shoe Store	406.06	Work Boots - R. Schlosstein, B. Wakefield
	518 30 49 00	Miscellaneous - Fac/Equip	001 000 518	General Fund	196.70	Work Boots - B. Wakefield
	531 50 20 00	Personnel Benefits - Storm	415 000 531	Storm Drain	52.34	Work Boots - R. Schlosstein
	534 10 20 00	Personnel Benefits - Wtr A	425 000 534	Water Fund (de	52.34	Work Boots - R. Schlosstein
	535 10 20 00	Personnel Benefits-Swr Ad	430 000 535	Sewer Fund (de	52.34	Work Boots - R. Schlosstein
	542 30 20 00	Personnel Benefits-Street R	101 000 542	City Street Fun	52.34	Work Boots - R. Schlosstein
23454	12/11/2020	12/22/2020	4008	Rider, Amy	59.00	Library Reimbursement 1 Year

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo		
572 21 49 00	Library Services		001 000 572 General Fund	59.00	Library Reimbursement 1 Year		
23469	12/11/2020	12/22/2020	8893		Right Systems INC	3,350.00	IT Managed Services December 2020
518 81 41 01	Prof Svcs - I/S		001 000 518 General Fund	3,350.00	IT Managed Services 12/2020		
23476	12/11/2020	12/22/2020	8893		Right Systems INC	7,600.68	SAA #1777, 1778, 1779 & 1780 HP EliteBook 850 Laptops (AOC CARES Reimbursement)
512 50 35 00	Small Tools & Equip-Cour		001 000 512 General Fund	7,600.68	SAA #1777, 1778, 1779 & 1780 HP EliteBook 850 Laptops (AOC CARES Reimbursement)		
Total Right Systems INC				10,950.68			
23464	12/11/2020	12/22/2020	337		Roberts, Christopher	92.40	Work Boots
521 22 49 01	Uniforms/Clothing/Laundr		001 000 521 General Fund	92.40	Work Boots - C. Roberts		
23457	12/11/2020	12/22/2020	7820		Roberts, John H	36.98	Gym Fees Reimbursement (Jan - Mar)
521 22 20 00	Personnel Benefits - Police		001 000 521 General Fund	36.98	Gym Fees Reimbursement (Jan - Mar) - J. Roberts		
23521	12/17/2020	12/22/2020	4026		S & B Inc	19,486.90	P#65 Estate Place And Commons L/S Eng. Services Through 10/31/20
594 35 63 01	Other Improvements Sewer		432 000 594 Sewer Improve	10,314.88	P#65 Estate Place Eng. Services Through 10/31/20		
594 35 63 01	Other Improvements Sewer		432 000 594 Sewer Improve	9,172.02	P#65 Commons L/S Eng. Services Through 10/31/20		
23522	12/17/2020	12/22/2020	4026		S & B Inc	22,392.09	P#65 Estate Place And Commons L/S Eng. Services Through 11/30/20
594 35 63 01	Other Improvements Sewer		432 000 594 Sewer Improve	22,392.09	P#65 Commons L/S Eng. Services Through 11/30/20		
Total S & B Inc				41,878.99			
23478	12/11/2020	12/22/2020	4035		Sarco Supply	61.82	Janitorial Supplies - City Hall
518 30 31 04	Oper Sup/CH		001 000 518 General Fund	61.82	Janitorial Supplies - CH		
23479	12/11/2020	12/22/2020	4035		Sarco Supply	56.20	Janitorial Supplies - Public Works
518 30 31 03	Oper Sup/PWF		001 000 518 General Fund	56.20	Janitorial Supplies - PW		
23480	12/11/2020	12/22/2020	4035		Sarco Supply	108.25	Janitorial Supplies - Public Safety Building
518 30 31 02	Oper Sup/PSB Bldg		001 000 518 General Fund	108.25	Janitorial Supplies - PSB		
23525	12/17/2020	12/22/2020	4035		Sarco Supply	106.99	Janitorial Supplies - Pool / Bathhouse

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576 20 31 02	Janitorial Supplies - Pool		001 000 576 General Fund	106.99	Janitorial Supplies - Pool
Total Sarco Supply				333.26	
23526	12/17/2020	12/22/2020	8403		Schmidtke, Judy A
573 90 49 01	Community Events		001 000 573 General Fund	79.34	Light Necklaces For Lights Of Fircrest Event (72) - J. Schmidtke
23460	12/11/2020	12/22/2020	6088		Sentinel Pest Control Inc
531 50 48 00	Rep & Maint - Storm		415 000 531 Storm Drain	48.08	Pest Control - PW 12/2020
534 50 48 01	Rep & Maint - Water Main		425 000 534 Water Fund (de	48.08	Pest Control - PW 12/2020
535 50 48 00	Rep & Maint - Sewer Main		430 000 535 Sewer Fund (de	48.08	Pest Control - PW 12/2020
542 30 48 01	Rep & Maint - Street Maint		101 000 542 City Street Fun	48.09	Pest Control - PW 12/2020
				192.33	Pest Control - Public Works December 2020
23523	12/17/2020	12/22/2020	4068		Smith, Wayne
521 22 20 03	LEOFF I Other Medical Cc		001 000 521 General Fund	1,008.80	Retired Medical Expense (11/3/20)
23519	12/17/2020	12/22/2020	7749		Sound Uniform Solutions Inc
521 22 49 01	Uniforms/Clothing/Laundry		001 000 521 General Fund	1,971.17	Vests - E. Garcia, R. O'Meara
23520	12/17/2020	12/22/2020	7749		Sound Uniform Solutions Inc
521 22 49 01	Uniforms/Clothing/Laundry		001 000 521 General Fund	677.73	Jackets - E. Garcia, R. O'Meara, J. Roberts
				2,648.90	
23491	12/14/2020	12/22/2020	4084		Staples Business Advantage
512 50 31 00	Office & Oper Sup-Court		001 000 512 General Fund	99.37	Court Supplies
23492	12/14/2020	12/22/2020	4084		Staples Business Advantage
512 50 31 00	Office & Oper Sup-Court		001 000 512 General Fund	18.51	Court Supplies
				117.88	
23444	12/11/2020	12/22/2020	4087		Star Rentals
542 80 31 01	Operating Supplies - St Bea		101 000 542 City Street Fun	810.65	Manlift Rental To Decorate Christmas Tree
23453	12/11/2020	12/22/2020	8809		Sumner Dani, Candace
572 21 49 00	Library Services		001 000 572 General Fund	59.00	Library Reimbursement 1 Year

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23496	12/14/2020	12/22/2020	7646	Switzer, Mark	48.60	Deposit Refund Switzer Case LU20-05 115 Columbia
	582 10 00 00	Deposit Refunds	001 000 580	General Fund	48.60	Deposit Refund Switzer Case LU20-05 115 Columbia
23507	12/16/2020	12/22/2020	8219	Tac Build LLC	436.21	02-00460.0 - 118 ELDORADO AVE
	343 10 00 00	Storm Drain Fees & Charge	415 000 340	Storm Drain	-97.40	
	343 40 00 00	Sale Of Water	425 000 340	Water Fund (de	-104.47	
	343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (de	-234.34	
23447	12/11/2020	12/22/2020	4120	Tacoma Daily Index	159.84	November 2020 Publications
	511 60 41 01	Advertising - Legislative	001 000 511	General Fund	159.84	Ord 1662 - 1664, Public Hearing 2020 Comp Plan
23489	12/14/2020	12/22/2020	4122	Tacoma Electric Supply	4,481.72	Acorn Style Streetlight Heads (2)
	595 63 63 00	Street Light - Other Improv	101 000 542	City Street Fun	4,481.72	Acorn Style Streetlight Heads (2)
23527	12/17/2020	12/22/2020	4139	Tapco Visa Card	2,806.45	Purchases Through 12/15/20
	512 50 35 00	Small Tools & Equip-Cour	001 000 512	General Fund	2,361.45	SAA #1783 SafeSpace Temperature Scanner (AOC CARES Reimbursement)
	512 50 49 01	Reg & Tuition - Court	001 000 512	General Fund	295.00	Managing Tech Projects Course Fee - K. Perry
	513 10 49 01	Reg & Tuition - Admin	001 000 513	General Fund	150.00	ICMA Unite Virtual Conference Reg. - S. Pingel
23467	12/11/2020	12/22/2020	4239	Thomson Reuters - West	573.68	2021 Court Rules - Local, State And Federal
	512 50 31 01	Publications - Court Rules	001 000 512	General Fund	573.68	2021 Court Rules - Local, State And Federal
23494	12/14/2020	12/22/2020	4151	Tools Plus Industries LLC	219.12	Gloves For Crew (12), Bungie Straps (30)
	535 50 31 01	Oper Supplies - Sewer Mai	430 000 535	Sewer Fund (de	57.07	Gloves For Crew (12)
	535 80 35 00	Small Tools & Equip-Swr	430 000 535	Sewer Fund (de	162.05	Bungie Straps (30)
23471	12/11/2020	12/22/2020	4180	Utilities Underground	41.82	Locates November 2020
	534 10 49 00	Miscellaneous - Water	425 000 534	Water Fund (de	20.91	Locates 11/2020
	535 10 49 00	Miscellaneous - Sewer	430 000 535	Sewer Fund (de	20.91	Locates 11/2020
23440	12/11/2020	12/22/2020	4188	Verizon Wireless LLC	400.10	December 2020 Air Cards (10)
	521 22 42 00	Communication - Police	001 000 521	General Fund	400.10	December 2020 Air Cards (10)
23484	12/14/2020	12/22/2020	4188	Verizon Wireless LLC	943.87	December Shared Plan (23 Lines)
	513 10 42 00	Communication - Admin	001 000 513	General Fund	41.96	City Manager 12/2020
	518 30 42 00	Communication - Fac/Equi	001 000 518	General Fund	41.96	Maint. Supervisor 12/2020
	521 22 42 00	Communication - Police	001 000 521	General Fund	417.65	Chief, Air Card, 2 Sergeants & 6 Officers 12/2020

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524 20 42 00	Communications- Bldg		001 000 524 General Fund	20.98	B / P Admin 12/2020
531 50 42 00	Communication - Storm		415 000 531 Storm Drain	72.94	PW Director, Crew & Air Card 12/2020
534 10 42 00	Communication - Water		425 000 534 Water Fund (de	72.95	PW Director, Crew & Air Card 12/2020
535 10 42 01	Communication - Sewer		430 000 535 Sewer Fund (de	72.94	PW Director, Crew & Air Card 12/2020
542 30 42 00	Communication - Street		101 000 542 City Street Fun	72.94	PW Director, Crew & Air Card 12/2020
558 60 42 00	Communications - Planning		001 000 558 General Fund	20.98	B / P Admin 12/2020
576 80 42 00	Communication - Parks		001 000 576 General Fund	108.57	Parks Director, Maint. Super & Comm. Events Spec 12/2020
Total Verizon Wireless LLC				1,343.97	
23490	12/14/2020	12/22/2020	2418	59.00	Library Reimbursement 1 Year
572 21 49 00	Library Services		001 000 572 General Fund	59.00	Library Reimbursement 1 Year
23497	12/14/2020	12/22/2020	339	100.74	Gym Fees Reimbursement (Jan - Feb, Aug - Nov)
521 22 20 00	Personnel Benefits - Police		001 000 521 General Fund	100.74	Gym Fees Reimbursement (Jan - Mar, Aug - Nov) - J. Villamor
23509	12/17/2020	12/22/2020	5637	35.00	2020 Membership Dues - S. Cappiello
524 20 49 00	Dues,Memberships,Subscri		001 000 524 General Fund	17.50	2020 Membership Dues - S. Cappiello
558 60 49 02	Dues,Memberships,Subscri		001 000 558 General Fund	17.50	2020 Membership Dues - S. Cappiello
23468	12/11/2020	12/22/2020	4231	287.00	Coliform And Fluoride Testing November 2020
534 80 41 00	Water Testing		425 000 534 Water Fund (de	287.00	Coliform & Fluoride Testing 11/2020
23442	12/11/2020	12/22/2020	4246	79.33	Bib Overalls - R. Schlosstein
531 50 20 00	Personnel Benefits - Storm		415 000 531 Storm Drain	19.83	Bib Overalls - R. Schlosstein
534 10 20 00	Personnel Benefits - Wtr A		425 000 534 Water Fund (de	19.83	Bib Overalls - R. Schlosstein
535 10 20 00	Personnel Benefits-Swr Ad		430 000 535 Sewer Fund (de	19.83	Bib Overalls - R. Schlosstein
542 30 20 00	Personnel Benefits-Street R		101 000 542 City Street Fun	19.84	Bib Overalls - R. Schlosstein
23443	12/11/2020	12/22/2020	4246	128.91	Bib Overalls And Pants - N. Parsons
531 50 20 00	Personnel Benefits - Storm		415 000 531 Storm Drain	32.23	Bib Overalls And Pants - N. Parsons
534 10 20 00	Personnel Benefits - Wtr A		425 000 534 Water Fund (de	32.23	Bib Overalls And Pants - N. Parsons
535 10 20 00	Personnel Benefits-Swr Ad		430 000 535 Sewer Fund (de	32.23	Bib Overalls And Pants - N. Parsons
542 30 20 00	Personnel Benefits-Street R		101 000 542 City Street Fun	32.22	Bib Overalls And Pants - N. Parsons
Total Whistle Workwear				208.24	

Report Total: 815,883.74

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Fund					
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			001 General Fund	103,271.05	
			101 City Street Fund	10,635.86	
			301 Park Bond Capital Fund	602,381.16	
			415 Storm Drain	12,556.96	
			425 Water Fund (department)	10,838.70	
			430 Sewer Fund (department)	5,900.87	
			432 Sewer Improvement Fund	69,657.31	
			501 Equipment Rental Fund	641.83	

This report has been reviewed by:

REMARKS:

Signature & Title

Date

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL (Meeting was held primarily by remote attendance)

Mayor Hunter T. George called the regular meeting to order at 7:00 P.M. and led the Pledge of Allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Brett Wittner, Joe Barrentine, Denny Waltier, and Jamie Nixon were present.

PRESIDING OFFICER’S REPORT

A. County Executive Bruce Dammeier presentation on the South Sound Housing Affordability

Executive Dammeier provided a brief history of how SSHAP came to be formed to address housing affordability issues in our area. Wages are not proportionate to housing costs and in order to address the issues, the County will have to implement economic development initiatives to bring in jobs and make changes to bring down housing costs. Dammeier reported that the goal is to provide support to local jurisdictions to make code changes to allow more housing options and support the private development of affordable housing without subsidy. Support would come from a capital fund and interlocal funding. Director of Human Services, Heather Moss briefed the Council on the CARES Act rental and mortgage assistance programs and believes more funding will be coming from the State and Federal government.

B. Pool & Community Center Update

Parks & Recreation Director Grover reported that the pool cover has been delayed and will be arriving in a few weeks. Kassel is continuing to complete punch list items on the pool and will begin forming footings at the Community Center. City Manager Pingel reported that the bricks small-donor option is available and on the website. There has been a total of 70 bricks sold.

CITY MANAGER COMMENTS

City Manager Pingel reported that City Clerk Westman has been busy with the brick campaign and anticipates a surge in sales once Town Topic arrives.

DEPARTMENT HEAD COMMENTS

Acting Chief Celis reported that the Sleigh Ride route has been finalized and almost all the streets will be on the route. The map has been posted to the City Website and Facebook and the sleigh ride will be COVID-19 compliant.

COUNCILMEMBER COMMENTS

- Nixon; no comment provided.
- Barrentine thanked everyone for their generosity and kindness this holiday season and thanked the staff for making the tree lighting happen this year. Lastly, thanked Public Works Director Wakefield for his contribution to the City.
- Wittner thanked the attendees.
- Reynolds provided an update on the spread of COVID-19 and the effects on hospital capacity. The situation is worsening, and she worries about the economic impact for 2021
- Viafore thanked the employees for doing such a great job getting ready for the holidays and reiterated that our residents are very generous. Viafore reported that the citizens of Fircrest came together to gather funds to replace Mr. Ted’s windows, who is a veteran.
- George: thanked the staff and Councilmember Barrentine for the tree lighting event and thanks to the Hawes family.

PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

George invited public comment; the following individuals provided written and/ or oral comment:

- Nancy Atwood, 1204 Farallone Ave, asked how long the citizens will be paying for the new Community Center and Pool.
Pingel reported that originally it was going to be paid over 23 years, but the project will now take 20 years to pay off the bond.

COMMITTEE, COMMISSION, AND LIAISON REPORTS

A. Administration

Viafore; No report provided.

B. Environmental, Planning, and Building

Waltier reported that the Planning & Building Department has been busy, and the staff has completed their passport certifications.

C. Finance, IT, Facilities

Barrentine reported that the Finance staff has been busy with year-end.

D. Other Liaison Reports

CONSENT CALENDAR

George requested the City Clerk read the Consent Calendar as follows: approval of Voucher No. 215822 through Voucher Check No. 215870 in the amount of \$264,095.53; approval of Payroll Check Nos. 13985 through Payroll Check No. 13988 in the amount of \$8,108.60; approval of Payroll Check Nos. 13989 through Payroll Check No. 13994 in the amount of \$85,388.92; approval of Payroll Check Nos. 13995 through Payroll Check No. 13995 in the amount of \$102,769.62; registering no objections to the Spring Lake Café liquor license renewal; approval of November 16, 2020, Study Session Meeting Minutes; approval of November 24, 2020, Regular Meeting Minutes. **Wittner MOVED to approve the Consent Calendar as amended; seconded by Barrentine. The Motion Carried (7-0).**

PUBLIC HEARING

There was no Public Hearing scheduled.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

A. Ordinance No. 1665: 2020 Budget Amendment

Corcoran briefed the Council on the proposed ordinance and highlighted that the amendment includes CARES grant revenue and COVID-19 related expenses. **Wittner MOVED to adopt Ordinance No. 1665, authorizing revenues and expenditures of funds for matters not provided for in the Adopted 2020 budget; seconded by Barrentine.** George invited Councilmember comments; none were provided. George invited public comment; none were provided. **The motion carried (7-0)**

B. Resolution No. 1698: Use of CCN Radio System Access Contract Amendment

City Manager Pingel provided an overview of the contract amendment and highlighted that there was an increase over 2020 rates. **Wittner MOVED to adopt Resolution No. 1698,**

authorizing the City Manager to execute Amendment No. 2 to the System Access and Use Contract between Pierce Transit-Pierce County Combined Communications Network and the City of Fircrest; seconded by Nixon. George invited Councilmember comments; none were provided. George invited public comment; none were provided. **The motion carried (7-0)**

C. Resolution No. 1699: 2021 Pierce County Regional Council Appointments

City Manager Pingel reported that Reynolds will continue her appointment to the PCRC, and Nixon will remain the alternate. **Wittner MOVED to adopt Resolution No. 1699, appointing Councilmember Reynolds as representative to the Pierce County Regional Council, and further appointing Councilmember Nixon as an alternate representative to the Pierce County Regional Council for 2021; seconded by Waltier.** George invited Councilmember comments; George thanked both Councilmembers for their commitment. George invited public comment; none were provided. **The motion carried (7-0).**

D. Resolution No. 1700: December 22, 2020, m Regular Meeting Time Change

City Manager Pingel reported that the December 22, 2020, meeting will be a short meeting with a limited agenda. **Wittner MOVED to adopt Resolution No. 1700, changing the time of the December 22, 2020, meeting from 7:00 P.M. to 4:00 P.M.; seconded by Reynolds.** George invited Councilmember comments; none were provided. George invited public comment; none were provided. **The motion carried (7-0).**

E. Resolution No. 1701: Landscaping Maintenance Services contract Amendment

City Manager Pingel reported that the rates for 2021 did not increase. The amendment changes the contract to an automatic renewal with a CPI increase. **Wittner MOVED to adopt Resolution No. 1701, authorizing the City Manager to amend the landscape maintenance contract with Greenleaf Landscaping, Inc. to provide landscape maintenance services for the City of Fircrest; seconded by Barrentine.** George invited Councilmember comments; none were provided. George invited public comment; none were provided. **The motion carried (7-0).**

F. Resolution No. 1702: Washington State Department of Ecology Agreement

Public Works Director Wakefield reported that the grant agreement is for the pretreatment of five Leach Creek outfalls. The staff plans to utilize the Pierce County Flood District matching funds. **Wittner MOVED to adopt Resolution No. 1702, authorizing the City Manager to execute an agreement with WSDOE to accept the grant in the amount of \$313,050.67 for funding the Pretreatment Stormwater Outfalls to Leach Creek; seconded by Barrentine.** George invited Councilmember comments; there was a brief discussion on the staff managing the maintenance and disposal. The staff will develop an in-house program based on the O & M manuals for both short-term and long-term maintenance. George invited public comment; none were provided. **The motion carried (7-0).**

G. Resolution No. 1703; Washington Traffic Safety Commission Interagency Agreement

Acting Police Chief Celis briefed the Council on the emphasis patrol agreement. **Wittner MOVED to adopt Resolution No. 1703, authorizing the City Manager to execute an interagency agreement with the Washington Traffic Safety Commission allowing the**

Fircrest Police Department to assist in multi-jurisdictional DUI, Motorcycle, and Distracted Driving patrols; seconded by Waltier. George invited Councilmember comments; none were provided. George invited public comment; none were provided. **The motion carried (7-0).**

H. Resolution No. 1704: Humane Society Contract

City Manager Pingel reported that the staff knew that a cost increase was coming but there are no other alternative agencies in the area that we could utilize.

Viafore left the meeting at 8:19 P.M. and returned at 8:20 P.M.

Wittner MOVED to adopt Resolution No. 1704, authorizing the City Manager to execute an agreement between The Humane Society for Tacoma and Pierce County and the City of Fircrest for animal sheltering and related services through 2023; seconded by Barrentine. George invited Councilmember comments; none were provided. George invited public comment; none were provided. **The motion carried (7-0).**

I. Ordinance No. 1666: Amendments to the Comprehensive Plan

Planning & Building Administrator Stahlnecker provided a brief history and reported that the duplexes on corner lots would only take effect if approved by zoning, which requires Council approval. Stahlnecker explained that the Planning Commission met and is unsure if they would be able to address the issue anytime soon. **Wittner MOVED to adopt Ordinance No. 1666, amending the City of Fircrest Comprehensive Plan and amending Ordinance No. 1651, section 1 and FMC 23.04.020; seconded by Waltier.** George invited Councilmember comments; George commented that staff would need to engage the community if we pursue duplexes on corner lots and affordable housing. George invited public comment; none were provided. **The motion carried (7-0).**

J. Ordinance No. 1667: Amendments to the Fircrest Municipal Code, Title 22 Land Development Code, including the adoption of a form-based code by reference

Planning & Building Administrator Stahlnecker briefed the Council on the history of Form-based Code and reported that Form-based Code will now mesh with the Fircrest Municipal code. **Wittner MOVED to adopt Ordinance No. 1667, amending the Fircrest Municipal Code, Title 22 Land Development Code, including the adoption of a form-based code; seconded by Barrentine.** George invited Councilmember comments; comments included thanking the staff, Planning Commission, and community for their effort as this is a big milestone. George invited public comment; none were provided. **The motion carried (7-0).**

K. Ordinance No. 1668: Repeal of Moratorium

Stahlnecker reported that after two extensions, we can repeal the moratorium that was passed by Ordinance in 2019. **Wittner MOVED to adopt Ordinance No. 1668, repealing Ordinance No. 1658 which adopted a six-month extension of the development moratorium; seconded by Barrentine.** George invited Councilmember comments; none were provided. George invited public comment; none were provided. **The motion carried (7-0).**

L. Resolution No. 1705: Tacoma Pierce County Health Department Governance

Mayor George introduced the proposed Resolution and read the proposed Resolution into the record. **Reynolds MOVED to adopt Resolution No. 1705, urging the Pierce County Council to postpone the vote to dissolve the Tacoma Pierce County Health Department; seconded by Nixon.** George invited Councilmember comments; discussions were held on the

disappointment of the County Councilmembers for rushing the proposal along without a public process during a worsening pandemic. The dissolution of the Health Department would affect every constituent and there has not been public outreach. George invited public comment; Rick Little, 154 Harvard Street, thanked the Council for speaking out and believes the process was wrong. **The motion carried (7-0).**

CALL FOR FINAL COMMENTS

Viafore; commented that he would like the City Manager to send correspondence to residents in future updates and asked about the upcoming study session. Pingel reported that there are no agenda items for the upcoming Study Session.

Viafore MOVED to cancel the study session on December 21, 2020, due to lack of agenda items; seconded by Wittner. George invited Councilmember comments; none were provided. George invited public comment; none were provided. **The motion carried (7-0).**

Barrentine; commented about the process to notify the Pierce County Council of the Resolution. Mayor George commented that he and City Clerk Westman will coordinate on ensuring that the Resolution gets submitted as part of the official record.

Reynolds; commented that Pierce County is deemed a medically underserved area and that may be something that needs to be brought to the attention of the County Council.

EXECUTIVE SESSION

At 8:51 P.M. George reported that the Council would take a five-minute recess and convene into Executive Session, not to exceed thirty (30) minutes to discuss labor negotiations per RCW 42.30.140 and to review the performance of a public employee per RCW 42.30.110

George noted that City Manager Pingel would be joining Council in the Executive Session. At 9:26 P.M., the Council reconvened into regular session

ADJOURNMENT

Viafore MOVED to adjourn the meeting at 9:26 P.M., seconded by Barrentine. The Motion Carried (7-0).

Hunter T. George, Mayor

Jayne Westman, City Clerk

NEW BUSINESS: ITEM 13A. Resolution Authorizing the Execution of a Collective Bargaining Agreement with the Fircrest Police Guild

Scott Pingel, City Manager

FROM:

RECOMMENDED MOTION: I move to adopt Resolution No. ____, authorizing the City Manager to execute a Collective Bargaining Agreement by and between the City of Fircrest and the Fircrest Police Officers Guild for the period of January 1, 2021, through December 31, 2025.

PROPOSAL: To adopt a resolution authorizing the City Manager to execute an agreement with the Fircrest Police Officers Guild for a five-year term starting January 1, 2021, and ending December 31, 2025.

- Article 2. Guild Dues Deduction and Membership – was amended to comply with the Janus Supreme Court decision.
- 3.3. Off Duty Employment – was amended to provide clarification on when an officer may be approved to use their patrol vehicle for off duty employment opportunities.
- 9.3 Scheduling – was amended to require overtime pay when an officer is required to work more than 2 hours outside of their bid shift for swing and graveyard shifts (9.3.1). It was also amended to provide clarification about alternate work schedules when vacancies occur for specific reasons (9.3.7).
- Articles 12 and 13. Sick Leave and Other Leave – were amended to comply with new State sick leave and paid family medical leave laws.
- 14.4 Take Home Cars – was amended to adjust the 10-mile radius to 21 drive miles for eligibility for an officer to take their patrol vehicle home, and adjustments were made to the conditions.
- 15.2 Continuing Education – was amended to include an \$8,500 cap per fiscal year for the Guild on continuing education.
- o Condition #5. Education Incentive – amended the bachelor’s degree incentive to \$100/month. Communications were also added as a degree program that is eligible to receive the incentive.
- Article 16. Health and Welfare – was amended to update and match these benefits to the benefits received by non-represented staff.
- Appendix A was amended to provide a 6% pay increase to Police Officer and Police Sergeant positions.
- o Premium Pay was amended to provide a 2.5% pay incentive for all hours worked by an officer assigned as a Detective/Investigator.
- Appendices B and C were adjusted to reflect the 2 sergeant organization and a 4-year seniority-based rotation.
- Other minor grammar and clarification adjustments were made throughout the agreement.

FISCAL IMPACT: The fiscal impact of this proposal on the adopted 2021 budget is \$39,318. This will reduce the 2021 General Fund operating surplus from \$59,722 to \$20,454. There will be a minor fiscal impact from changing the take-home car policy to 21 drive miles from the Public Safety Building as opposed to a 10-mile radius.

ADVANTAGE: Adoption of the resolution will bring the agreement bargaining process to a close, and gets the City and Guild into another 5-year contract, which provides both groups stability.

DISADVANTAGES: Additional costs as a result of the agreement.

ALTERNATIVES: None identified.

HISTORY: Negotiations have taken place over the last few months starting towards the beginning of September 2020. The start of negotiations this year was delayed by the impacts of COVID-19 and the unknown timeframe for which it would impact normal operations.

ATTACHMENTS: [Resolution](#)
 [Collective Bargaining Agreement – Redline copy](#)
 [Collective Bargaining Agreement – Clean copy](#)

AGREEMENT
by and between
CITY OF FIRCREST
and
FIRCREST POLICE OFFICERS GUILD

January 1, 2021, through December 31, 2025

ARTICLE 1
GENERAL

1.1 **Parties.** This Agreement is entered into between the City of Fircrest, a municipal corporation (hereinafter referred to as the City) and the Fircrest Police Guild (hereinafter referred to as the Guild). The purpose of this Agreement is to maintain and promote harmonious relations between the City and the Guild, to establish equitable and peaceful procedures for resolution of differences, and to establish terms and conditions of employment.

1.2 **Definitions.** The term "employee" as used in this Agreement includes both male and female employees covered by this Agreement. When the masculine or feminine gender is used it is intended to apply to both genders equally.

1.3 **Discrimination.** The City and the Guild agree that the administration of this Agreement shall be consistent with applicable State and Federal laws regarding non-discrimination and employment. It is mutually agreed that there shall be no discrimination because of race, color, religion, age, marital status, gender, national original or physical, mental, or sensory handicap. No employee covered by this Agreement shall be discriminated against because of membership or non-membership in the Guild, or activities on behalf of the Guild.

1.4 **Recognition.** The City recognizes the Guild as the sole and exclusive bargaining representative for all commissioned officers, ~~in good standing with the guild,~~ of the Fircrest Police Department through and including the rank of Sergeant for the purpose of bargaining with respect to wages, hours, and other conditions of employment.

1.5 **General Orders and Standard Operating Procedures.**

1. The Guild agrees that its members shall comply with all Fircrest Police Department standard operating procedures.

2. The City shall provide the Guild with written notification of changes in standard operating procedures which are mandatory subjects of bargaining. The Guild shall have fifteen (15) days after receipt of written notification, to provide a written request to bargain on such changes.

1.6 **Substance Abuse.** The City and the Guild recognize that substance abuse by employees would be a threat to the public welfare and safety of department personnel. Both parties are committed to a drug-free work environment which ensures safe and effective work performance. Employees will abide by the City's adopted Drug-Free Work Place Policy as defined in Resolution #527.

1.7 **Tobacco Use.** Employees will be allowed to use tobacco consistent with Administrative Policy 02.03.11.

1.8 **Professional Development.** The City recognizes its responsibility to provide a good working climate. The City further recognizes that it shall treat employees equitably and will encourage employee development in the course and scope of the employee's job. The City shall make an effort to be responsive to employee suggestions and needs insofar as those suggestions and needs also serve the best interests of the community of Fircrest.

ARTICLE 2

GUILD ~~DUES DEDUCTION~~MEMBERSHIP AND BUSINESS

2.1 **Bulletin Board.** The City agrees to provide reasonable space for the posting of official Guild business. Such posting shall be pre-approved by the Guild President. The Guild shall not post any materials which are obscene, defamatory, political, or impair the operations of the Police Department or the City.

~~2.2 — **Guild Membership.** It shall be a condition of employment that all employees who are members of the Guild on the effective date of this Agreement shall remain members in good standing, and those who are not members of the Guild shall, on or before the ninetieth (90) day following the effective date of this Agreement, become and remain members in good standing in the Guild, or in lieu thereof, shall make fair share payments as stated in the Bylaws of the Guild.~~

~~2.3 — **Employment Condition.** It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or before the thirtieth (30) day following the beginning of such employment, become and remain members in good standing in the Guild, or in lieu thereof, shall make fair share payments as stated in the Bylaws of the Guild.~~

~~2.4 — **Religious Objections.** Objections to joining the Guild which are based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member will be observed. Any such employee shall make fair share payments as stated in the Bylaws of the Guild, but in no event an amount greater than that permitted by law, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Guild. The employee shall furnish written proof to the Guild that such payment has been made. If the employee and the Guild cannot agree, the Public Employment Relations Commission shall designate the charitable organization.~~

2.25 **Good Standing.** The Guild agrees that membership in the Guild will not be denied or terminated for any reason other than the failure of an employee covered by this Agreement to tender the periodic dues uniformly required as a condition of acquiring or retaining membership in the Guild.

2.36 **Dues Deductions.** The City agrees to deduct from the paycheck of each employee who has authorized it, the regular dues uniformly required of members of the Guild, ~~or in lieu thereof, the fair share payments,~~ and any other special assessments, fees, or other deductions required by the Guild. The total amount of dues, special assessments, and initiation fees will be filed with the City in the month of December of the previous year for the next year's payroll deduction. The amounts deducted shall be transmitted monthly to the Guild on behalf of the employee involved. Authorization for payroll deduction shall be made by each employee on a form approved by the City and the Guild. An employee may stop paying dues by submitting a written request to the Guild. Upon receipt of the employee's notice, the Guild shall promptly notify the City of such requests and to stop deducting dues. Upon the date of notification, the City shall cease collecting payroll deductions as soon as practicable. If the funds deducted have already been remitted to the Guild, the City will notify the Guild and refer the employee to the Guild for further information.

The Guild shall provide the City with at least one full pay period notice of any changes in the dues amount. The Guild agrees to indemnify and hold harmless the City from any action arising from this ~~section~~ Article, including attorney's fees and costs, unless caused by the City's negligence.

2.47 **Guild Access.** Authorized agents of the Guild shall have access to the City's establishment during working hours for the purpose of meetings, adjusting disputes, investigating working conditions, and ascertaining that this Agreement is being adhered to provided, however, there is no interruption of the Police Department's working schedule or conditions.

2.5 **Guild Orientation.** Consistent with RCW 41.56.037, the City will provide Guild access to all new bargaining unit employees within ninety (90) days of such hire. The City will schedule such access as part of the orientation/onboarding process. The City will allow the Guild up to thirty (30) minutes to meet with such individuals during the employee's work hours and at his or her usual worksite or other City facility. The Guild orientation meeting is optional, and the employee can choose to or not to attend.

ARTICLE 3 EMPLOYEE RIGHTS

3.1 **Personnel Files.** Employees have the right to review their personnel file(s) and to request changes or removal of any material therein. If removal or amendment is refused, the employee is entitled to file a rebuttal statement within their file. Employees shall be given written notification of any negative entries made to their personnel file(s).

3.2 **Polygraph Tests.** No employee shall be required to take a polygraph test as a condition of continued employment, unless permitted by a State or Federal Law.

3.3 **Off Duty Employment.** Guild members may be permitted, with the written or verbal approval of the Chief, which approval shall not be unreasonably withheld, to participate in off duty employment both within and outside the City limits, and to utilize their uniforms and attachments for this purpose. Except for off duty employment within the City limits or local interagency projects and events, City vehicles shall not be utilized in conjunction with, nor in traveling to and from, off duty employment, ~~the Chief of Police~~. At the discretion of the Chief, City vehicles may be used to travel to and from off duty employment within the City limits when a vehicle is available. Off-duty employment utilizing City supplied apparel, weapons, and/or equipment shall be further subject to agreement by the third-party employer and employee to hold the City harmless and indemnify the City from all acts and omissions. Any such off-duty employment may not interfere with the employee's normal work duties.

In order to be approved, outside employment shall:

1. Be and remain compatible with the employee's ability to perform City duties, and
2. Present no conflict of interest with City affairs, and
3. In no way discredit or negatively impact the City or Department's image, and
4. Not be in conflict with another jurisdiction (requires approval of Chief or designee) of the other jurisdiction.

If an approved off-duty situation held by an officer is subsequently determined to interfere with the Department's image or efficiency, the on-duty work performance of the individual in question, or is determined to involve a misuse of the commission, the officer will immediately terminate such employment.

ARTICLE 4 MANAGEMENT RIGHTS

4.1 **Management Rights.** Except as otherwise specifically provided in this Agreement, and without waiving its right to negotiate mandatory subjects of bargaining, the Guild agrees that the City has the sole and exclusive right to exercise all the rights and functions of management. Without limiting the generality of the foregoing, as used herein, the term "management rights" includes:

1. The determination of a 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;
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 conditions of employment, wherein the City will notify the Guild of its intent and offer the opportunity to bargain prior to implementation by the City;
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 City will notify the Guild of its intent and offer the opportunity to bargain prior to implementation by the City;
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 City;
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 **Notification of Policies and Procedures.** The City shall provide ~~to~~ each employee with a copy of all policies and procedures, special orders, general orders, and training bulletins. One copy of this Agreement shall be furnished to each employee and the cost of copying shall be borne by the City.

ARTICLE 5 PERFORMANCE OF WORK

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

5.2 **No Strike.** The Guild and the City agree that during the life of the Agreement, the Guild will not cause, encourage or participate in any strike (including strike picketing), slowdown, walk-out, or work stoppage. Nothing in this Agreement shall prohibit political activity of individual members, or the Guild as prescribed in RCW 41.06.250.

5.3 **Violation.** Violation of this Article shall be just cause for immediate termination.

ARTICLE 6 PROBATION

6.1 **New Hire Probation.** All new entry-level employees shall serve a probationary period of twelve (12) months and shall have no seniority rights during this period. Lateral entry-level position appointments shall serve a six (6) month's probation period. The probationary period may be extended upon a mutual agreement or by City request to the Civil Service Commission. The City may discharge a new probationer without reason of just cause upon written notice. All employees who have successfully completed this probationary period shall be considered regular employees and the probationary period shall be considered part of the seniority time.

6.2 **Promotional Probation.** Promotional appointments shall serve a six (6) month's probation period. The probation may be extended upon a mutual agreement or by City request to the Civil Service Commission. The City may only discharge a promotional probationer for just cause. The City may demote a promotional probationer without reason of just cause, returning said employee to his former classification without loss of seniority or benefits.

ARTICLE 7 SENIORITY

7.1 **Seniority.** The Police Chief shall provide a seniority list which shall be brought up to date prior to January 1 of each year, and immediately posted thereafter for a period of not less than thirty (30) days and a copy of the same delivered to the Guild. Any objections to the seniority list as posted shall be reported to the Police Chief within ten (10) days, from the date of posting of the seniority list, or stand approved. Employees hired simultaneously shall be listed according to Civil Service standings, the employee having the highest score listed first. Seniority

shall be defined as the length of service with the Fircrest Police Department including probationary service, but not to include temporary or provisionary appointments.

7.2 **Break in Seniority.** Seniority shall be in accordance with the City Civil Service regulations. Seniority shall be broken only by discharge for cause, voluntary resignation, or a layoff exceeding twenty-four (24) months.

7.3 **Layoff.** Whenever it becomes absolutely necessary through lack of finances or for any other reasonable and just cause to reduce the number of employees of this unit, such reductions shall be carried out in the following order:

1. Temporary appointees;
2. Probationer (new employees);
3. Permanent employees in the order of length of service; the one with the least service being laid off first.

The City may layoff out of the regular order, upon showing of necessity, therefore, in the interest of efficient operations of the Department, after giving any employee or employees affected an opportunity to be heard.

7.4 **Recall.** Laid-off employees shall be eligible for available positions for a twenty-four (24) month period following their layoff. They shall retain but not accrue seniority during this period. When the City intends to rehire after a layoff, it shall send notice of its intent to rehire to the employee(s). Said notice shall be sent certified mail to the last known address contained in the City's records. The laid-off employee shall have fourteen (14) days from the date of mailing of such notice to advise the City in writing, that he/she intends to accept the offer of rehire. The employee shall then report for duty on the date of rehire set forth in the notice, which date shall be no less than three (3) weeks from the date of mailing of the notice. The City shall have no obligation to rehire a laid-off employee if he/she fails to provide the City with written notice of acceptance within the fourteen (14) days deadline referred to above or thereafter fails to report for duty on the date of the rehire set forth in the notice. Employees will assure that the City has their current address.

ARTICLE 8 WAGES

8.1 **Wage Rates.** Employee compensation shall include the wages set forth in Appendix "A" hereto, together with the other benefits set forth in this Agreement, including, but not limited to, the reasonable value of the use, if any, of City provided equipment and uniforms in off duty employment pursuant to Section 3.3.

8.2 **Pay Period.** The pay period shall be every two (2) weeks and employees shall receive their bi-weekly paychecks no later than twelve (12) noon on the Friday next following the close

of the pay period. If a payday falls on a holiday, payday shall be the immediate preceding workday.

8.3 **Acting Pay.** Any employee required to work in excess of two (2) hours in a higher job classification shall receive pay for all time worked in the higher classification. Each employee appointed to an acting position shall be compensated in accordance with the current salary wage for the classification, but in no case shall said acting compensation be less than an increase of five percent (5%).

ARTICLE 9 HOURS OF WORK AND OVERTIME

9.1 **Work Week and Overtime.** Patrol officers shall be scheduled, except as otherwise provided herein, to work four (4) consecutive days of ten (10) hours each, with three (3) consecutive days off. Other schedules may be established by mutual agreement of the Chief of Police and the Guild. For payroll purposes, the work-week shall be defined as those hours of a scheduled shift that start between 12:01 a.m. Monday and 12:00 midnight Sunday. For purposes of calculating overtime, paid leaves of absence, i.e., vacation, holiday, sick leave, compensatory time, are considered hours worked. Overtime shall be defined as any time worked in excess of forty (40) hours in a work-week. Overtime shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay for all such time, rounded off to the nearest quarter-hour. An officer or sergeant shall not be sent home by the Chief prior to the end of his/her shift for the purpose of avoiding overtime unless by mutual agreement.

9.1.1 **Form of Compensation.** The employee may elect to be compensated for any overtime in cash or may elect to accrue compensatory time or may elect to be compensated for overtime through a combination of cash and compensatory time, to the extent such is allowed by Washington State law, to a maximum accrued balance of eighty (80) hours. Compensatory time may be carried over from year to year. Compensatory time off shall be granted in compliance with the Fair Labor Standards Act, and at a mutually agreeable time between the Chief of Police or his designee, and the employee.

9.2 **Lunch and Breaks.** Employees are entitled to one (1) hour for lunch. For all employees this hour shall be paid for at the regular rate of pay and the employee shall be available for emergency calls. Employees are also entitled to rest periods. This time shall also be paid for at the regular rate of pay and shall be granted at the rate of fifteen (15) minutes for each four (4) hours worked. Employees shall also be available for emergency and routine calls during this time.

9.3 **Scheduling.** The following guidelines shall apply to the scheduling of officers:

9.3.1 Except when beginning a new eight to nine (8-9) week rotation, there shall be at least (14) hours between each patrol officer's regularly scheduled shifts and sixty-two (62) hours between the last work-day of the work-week and the next work-week for all officers. Work shifts are defined per the shift schedule in Appendix B of this agreement. ~~Graveyard shift will not~~

~~extend past 0900~~The cover shift should only be used to cover day and swing shifts. For graveyard and swing shifts only, if the employee's shift, per Appendix B, is subsequently rescheduled to work more than two (2) hours outside of the employee's previously scheduled shift, the employee~~or all hours after 0900~~ will be compensated at the applicable overtime rate. In case of shift adjustments due to vacancies (i.e. illness, vacation, holiday, training, etc), the fourteen (14) hours may be reduced to no less than eleven (11) hours, and the sixty-two (62) hours may be reduced to no less than fifty-nine (59) hours, and/or the Chief may cover vacant shifts, or portions thereof, to a maximum of twelve (12) hours per month, unless otherwise agreed by the parties. Upon mutual agreement of the Chief and the Guild, the shift rotation schedule may be changed, such as switching back to a 13 week rotation.

9.3.2 In the event of anticipated overtime opportunities, (where the City has 72 hours or more notice of the opportunity), a rolling list shall be used. Once an employee had accepted/rejected an overtime shift, his/her name shall be moved to the bottom of the list. The Chief or his/her designee shall be required to document all calls made to the employees in his/her log-book, with dates and times and the log entries shall be open for Guild review. For administrative purposes, when utilizing the overtime call list, once a call, page, or contact has been made, the Chief or his/her designee shall allow 15 minutes for a response from the employee to accept or reject the overtime opportunity. If the employee does not respond within 15 minutes, then it shall be considered a rejection.

9.3.3 Voluntary shift trades and changes (i.e., training opportunity) may be undertaken by or between officers, subject to approval by the Chief or his/her designee, and are not subject to the scheduling guidelines herein. Extra hours worked in a work-week, beyond that which the officer was otherwise scheduled, as a result of the shift trade, shall be paid at the regular, not overtime rate. Each officer shall be required to work at least two (2) different rotations during a two (2) year period based on the eight to nine (8-9) week rotation. The rotations consist of day shift, swing shift, and grave shift.

9.3.4 There shall be no more than two (2) different shifts scheduled for an officer in any work-week.

9.3.5 Schedules will be based on an eight to nine (8-9) week rotation and shifts shall be determined on a shift bid system based on seniority. (See Appendix B and C). Each eight to nine (8-9) week rotation shall begin on Monday. The length of shift schedules and shift times may be changed by mutual agreement of the City and the Guild. In the event that a shift bid for a new eight to nine (8-9) week rotation causes an officer's new shift to begin less than ten (10) hours after his/her last shift, the Chief may adjust the shift's bargaining unit members for the first day of the new rotation, without incurring overtime.

9.3.6 The eight to nine (8-9) week shift schedule will only be changed after a posting of at least two weeks in advance of any changes. If the required notice is not provided, the employee will be paid at the overtime rate for all hours worked outside his/her regularly scheduled shift. This provision does not apply to vacancies covered by Section 9.3.7 In the event of a vacancy in the Department, the shifts that were covered by the member that is no longer

employed or otherwise vacant from the schedule, the rotation again becomes open for the remainder of the two-year rotation for the vacant shifts. The bid would be open for the officers that had bid after the departing officer. ~~For example, if officer 3 left the department during the 4th quarter of the first year officer 5 would have first choice followed by 6 and 7. In the 1st quarter of the second year, officer 2 would have first choice followed by officer 1. In the 2nd quarter of the second year, officer 4 would have first choice followed by 6 and 7.~~

Until the vacancy is filled the cover shift that is opposite the Sergeant will be eliminated and officers that bid for that cover shift shall work the vacant shift. ~~Within two weeks of the Department having knowledge that an officer is departing or has departed, a new bid shall take place for the rest of the rotation using the above formula. Once the Department is up to full staff the cover shift will be re-implemented and again, within two weeks, a new bid using the above formula shall take place for the remainder of the two-year rotation.~~

9.3.7 The Chief reserves the right to assign alternate work schedules for employees when vacancies occur (i.e. unforeseen health conditions/illness, vacation, holiday administrative leave, retirement, termination, and training for police certificate at risk, etc.), provided that if the provisions in section 9.3.1 cannot be met or if the employee's scheduled shift is changed with less than twelve (12) hours' notice, all hours worked by the employee outside his/her originally scheduled shift shall be paid at the overtime rate.

9.3.8 Except in an emergency, an employee shall not be required to work in excess of thirteen (13) consecutive hours. An "emergency" is an unexpected significant event demanding immediate action, which must be declared by the Chief or his/her designee.

9.4 **Court Call Back.** Any employee required to appear in a court while he/she is off duty, shall be guaranteed a minimum of three (3) hours pay at the overtime rate of pay for each appearance, provided, any amount of time spent over three (3) hours shall also be paid at the overtime rate of pay computed to the nearest quarter-hour. Pay for transportation to and from court appearances, if any, shall be pursuant to FLSA. Any witness fees paid to the employee shall be turned over, or endorsed to, the City, unless the employee elects not to request overtime pay for the court appearance.

9.5 **Meetings.** Any employee required to attend a meeting of any kind called by the City, while that employee is off duty, shall be guaranteed a minimum of three (3) hours pay at the overtime rate of pay for each meeting, provided, any amount of time spent over the three (3) hours shall be paid at the overtime rate of pay computed to the nearest quarter-hour. Pay for transportation to meetings, if any, shall be pursuant to the provisions of FLSA.

9.6 **Training.** An employee attending training or classes approved by the City, while he/she is off duty, shall be paid for the actual time spent in training at the overtime rate of pay computed to the nearest quarter-hour. Pay for transportation to and from training, if any, shall be pursuant to the FLSA. Further, an employee shall receive a minimum of three (3) hours pay at the overtime rate for training.

9.7 **Call Back.** Employees called back after the completion of a regular work shift or immediately preceding a regular work shift shall be guaranteed a minimum of three (3) hours pay at the overtime rate of pay.

ARTICLE 10
VACATIONS

10.1 **Vacation.** Employees shall be granted vacation leave without loss of pay or benefits. After completion of probation, vacation time may be taken as it is accrued; however, employees are encouraged to use it in weekly increments. Such vacation shall be earned in accordance with the following schedule:

<u>Length of Service</u>	<u>Annual Leave</u>
1 - 2 years	88 hours
3 years	96 hours
4 years	104 hours
5 years	112 hours
6 years	120 hours
7 years	128 hours
8 years	136 hours
9 years	144 hours
10 years	152 hours
11-14 years	160 hours
15-19 years	176 hours
20 years and over	184 hours

10.2 **Accumulation During Probation.** Vacation leave shall be accrued, but not taken, during a new employee's probationary service period. An employee terminating employment prior to completion of his/her probationary service period shall forfeit any accrued vacation leave and is not be entitled to such receive annual leave or pay for same.

10.3 **Excess Accumulation.** An employee may accumulate vacation leave to a maximum allowable amount of 240 hours. Accrual in excess of 240 hours shall be permitted if the employee has been denied vacation leave which has been requested with reasonable notice. Absent prior written approval, vacation hours accrued in excess of 240 hours shall be lost.

10.4 **Use in Lieu of Sick Leave.** Vacation leave may be applied in cases when an employee exceeds accumulated sick leave time.

10.5 **Vacation Pay Out.** Upon termination of employment for any reason, a regular employee shall be compensated in pay for one hundred percent (100%) of their accrued and unused vacation leave at their regular rate of pay in effect at the time of termination.

10.6 **Vacation Scheduling.** Scheduling of vacation shall be done according to seniority. A vacation list for employees covered by this Agreement shall be posted no later than January 1 of each year. Such list shall include an order for which employees will bid for vacation time that will accrue during the calendar year and the amount of the vacation accrual the employees will be allowed to bid. The employee with the most seniority shall have seven (7) days to post his/her planned vacation time. The next senior employee shall have the next seven (7) days in which to post his/her planned vacation time. The third senior employee shall have the third seven (7) days and so on to the least senior employee. If an employee does not post his/her planned vacation time within their seven (7) days period, he/she shall lose their turn in the rotation. An employee who loses their turn in the rotation may bid at any time after their bidding time is expired but may not bump a less senior employee whose bid time has started. After the least senior employee's seven (7) day period, any employee having or anticipating more vacation available may post such time on a first come first serve basis.

10.7 **Vacation Sell Back.** Once annually during the last quarter of the year, an employee can sell back to the City unused vacation time, provided, no employee's accumulated vacation leave time may be reduced to less than eighty (80) hours through the use of this section. Said time shall be paid at the employee's current base rate of pay at the time of the transaction. The City reserves the right to limit an employee's request if the Police Department's budgeted appropriations, in the sole opinion of the City Manager, appear insufficient to pay off the amount of time requested.

ARTICLE 11 HOLIDAYS

11.1 **Holiday Pay.** Employees shall receive one-hundred (100) hours of leave-in-lieu-of-holidays specified in Section 11.5. Such leave time shall be scheduled and taken within the calendar year or lost, and may be used to equalize pay periods. This is to correspond with one full day of Holiday for each City of Fircrest recognized Holiday.

11.2 **Holiday Call Back.** Employees who are called back to work on a holiday previously scheduled as leave-in-lieu-of-holiday shall be paid at the rate of time and one-half the straight time hourly rate of pay, plus the holiday leave time at straight time pay, or at the employee's option can reschedule the leave day in lieu of payment, therefore.

11.3 **Working on Holidays.** Employees required to work on any day recognized as a holiday by the Employer as provided in Section 11.5 shall be paid at the rate of time and one half (1-1/2) the straight time hourly regular rate of pay for all hours worked on the designated holiday, provided that this compensation shall not pyramid on call back pay as provided in Section 11.2

11.4 **Use of Holiday Time.** Employees who hire or terminate during the calendar year shall be entitled to either a beginning bank of leave time or shall be required to reimburse the City for the excess time used, whichever is applicable, based upon the number of official holidays remaining in the calendar year at the time the employee either hires or terminates.

11.5 **Specific Holidays.** The following holidays shall be used for the purposes of Sections 11.1 and 11.4: New Year's Day (January 1), Martin Luther King's Birthday (3rd Monday in January), President's Day (3rd Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (1st Monday in September), Veteran's Day (November 11), Thanksgiving Day (4th Thursday in November), Day After Thanksgiving, Christmas Day (December 25).

11.6 **Floating Holiday.** In addition, each employee shall be granted ten (10) hours floating holiday time each calendar year; provided the employee has worked or is scheduled to work four (4) consecutive months in the calendar year. Accumulated floating holiday time shall be taken in the year it is accrued, or lost.

ARTICLE 12 SICK LEAVE

12.1 **Rate of Accumulation.** All employees shall accumulate sick leave at the rate of eight (8) hours for each calendar month of service.

12.2 **Probationary Sick Leave.** A new employee shall begin accruing sick leave immediately but shall not be entitled to use accrued sick leave until his/her 90th day of employment he/she has successfully completed the probation period. During the probation period, sick leave shall accrue but may not be used.

12.3 **Maximum Accumulation Carry Over.** Accrued sick leave may be carried over to the following calendar year accrued up to a total of 1,940 hours. Any accrued, unused sick leave shall be forfeited when the employee separates from employment with the City. If an employee is rehired within 12 months of separating employment, anyIn the event an employee having accrued sick leave shall be re-instated. ceases to be employed by the City and is thereafter re-employed within one (1) month from the date of termination of former employment, accrued sick leave of the employee shall be reinstated; but in the event such re-employment occurs later than one (1) month after the termination of the first employment, the accrued sick leave of the employee shall not be reinstated, and the employee shall thereafter accrue sick leave in the same manner as if a new employee, unless If an employee separates from employment is due to a layoff, his/her in which case accrued sick leave of the employee shall be reinstated if he/she is rehired within twenty-four (24) months of the layoff.

12.4 **Use of Sick Leave.** Employees entitled to sick leave may remain away from work, with full pay and benefits, when such absence is the result of personal illness or physical incapacity, sickness of an immediate family member which requires the employee's presence, or involuntary or enforced quarantine of such employee. An employee is authorized to use paid sick leave for the following reasons:

1. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment

of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;

2. To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care; and
3. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
4. An employee is authorized to use paid sick leave for absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW.
5. **Family Member.** For purposes of this section, "family member" means any of the following:
 - a. A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
 - b. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
 - c. A spouse;
 - d. A registered domestic partner;
 - e. A grandparent;
 - f. A grandchild; or
 - a-g. A sibling.

12.5 **Physician's Statement**~~Employee Verification~~. When the duration of sick leave used ~~for any one instance~~ exceeds five (5) consecutive days off, the City may require sufficient verification for the absence.~~written verification by a licensed physician may be required by the Police Chief or the City Manager.~~

12.6 **Abuse of Sick Leave.** Repeated applications for sick leave without ~~just causes~~sufficient justification, false application, or the furnishing of any false information with references thereto by any employee shall be grounds for suspension without pay or loss of employment.

12.7 **Immediate Family.** For the purposes of this Article, an immediate family member shall include: spouse, son, daughter, step-children, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparents or step-parents.

12.8 **Funeral Leave.** Up to three (3) days sick leave may be used if there is a death in the employee's immediate family which requires the employee's presence. An additional amount up to five (5) days total sick leave may be granted with the approval of the City Manager.

12.9 **Scheduled Exams.** If an employee needs to see a doctor or a dentist during the scheduled workday, sick leave may be used.

12.10 Catastrophic Sick Leave Sharing. The City Manager may permit a regular full time or regular part-time employee to receive sick leave donations from other qualified employees if:

1. The employee suffers from a catastrophic or severe illness, injury, or physical or mental condition which is of a catastrophic or severe nature, as defined in the City of Fircrest Ordinance #1018, and which has caused, or is likely to cause, the employee to:

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

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

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

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

5. The employee has diligently pursued, and been found to be ineligible for state industrial insurance or disability benefits.

The City Manager shall determine the amount of sick leave which an employee may receive under this section. However, an employee shall not receive, in donations, a total of more than three hundred and forty-nine (349) hours of donated sick leave.

Donated sick leave shall be utilized in the order of receipt by the City Manager. Such leave shall be donated in eight (8) hour increments. In the instance where an illness or injury qualifies an employee for State Workers' Compensation, the employee's access to shared sick leave shall only be for the difference between the employee's straight-time base hourly wage and the amount paid to the employee by the State Worker's compensation benefits, to the extent of available shared sick leave, if any.

An employee who has accrued a sick leave balance of more than one hundred and ninety-two (192) hours may request that the City Manager transfer a specified amount of sick leave to another City of Fircrest employee authorized to receive sick leave under this section. In no event may the employee request a transfer of sick leave that would result in his/her own sick leave account going below one hundred and ninety-two (192) hours.

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

ARTICLE 13

OTHER LEAVE

13.1 **Jury Duty.** Employees called to serve on a jury shall receive full pay and benefits from the City for the time missed. The employee shall be required to endorse any juror's fee for regular working days missed to the City within three (3) working days after receipt of the same. The employee may keep the jury pay for the mileage and other reimbursable personal expenses.

13.2 **Leaves Without Pay.** The City Manager may grant leaves of absence without pay in appropriate circumstances. In order to receive leave without pay, the employee must submit a written request to the City Manager. Failure to return upon the expiration date of the leave may be cause for disciplinary action up to and including discharge.

13.3 **Voting.** The City shall arrange employee's work hours to permit a reasonable time for voting in accordance with R.C.W. 49.28.120, but only if between the time an employee is informed of his/her work schedule for an election day and the election day, there is insufficient time for an absentee ballot to be secured.

13.4 **National Guard and Reserve.** Any employee who is a member of the State National Guard or any branch of the Federal Reserve Military shall be entitled to job protection, including pay and benefits, afforded by federal and state law.

13.5 **Maternity/Paternity Leave.** A maternity/paternity leave of absence shall be granted for up to eighty (80) hours, utilizing accrued sick leave or annual leave for a birth or adoption. Upon return from maternity/paternity leave, the employee shall be returned to his/her former classification and shall retain all seniority and benefits.

13.6 **Shift Changes.** Each employee may change shifts and/or rotation with another employee who is agreeable, provided, however, all shift or rotation changes must be approved by and are in the sole discretion of the Police Chief or his designee. A request for a shift or rotation change must be submitted to the Police Chief or his designee at least twenty-four (24) hours prior to the proposed shift or rotation change, subject to the Police Chief or his designee's discretion to accept a proposed shift or rotation change on shorter notice.

13.7 **Washington Paid Family Medical Leave Program.** The City will comply with the Washington State Paid Family and Medical Leave (PFML) law, Title 50A RCW. Consistent with the Washington State Paid Family and Medical Leave (PFML) law, Title 50A RCW, leave will run concurrently with the federal Family and Medical Leave Act if both are applicable. Employees will pay through payroll deductions the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits, consistent with RCW 50A.10.030. Should the State modify PFML premiums or the percentage of premiums subject to collection through payroll deductions during the term of this Agreement, the City will modify payroll practices to reflect such statutory changes. Employees may not supplement the PFML benefits with accrued or other paid leave from the City, and will not be eligible for PFML benefits if receiving time-loss benefits through the workers compensation system. When an employee is on leave and receiving PFML benefits

from the State, the employee is deemed to be in unpaid status for purposes of the City's policies. Insurance coverage will be handled in the same manner as other unpaid leaves of absence, pursuant to the City's policy and subject to any state and federal law requirements requiring continuation of coverage.

ARTICLE 14 UNIFORMS AND EQUIPMENT

14.1 **City Provided Equipment.** The City shall provide equipment and uniforms to all employees as set forth in the Department's standard operating procedures. The City agrees that the equipment provided shall be in good working order.

14.2 **Uniform Cleaning.** The City shall provide initial alterations and cleaning of the uniforms through a local cleaning company chosen by the City. Any uniforms or equipment damaged in the line of duty, including wear, shall be replaced or repaired by the City. Employees shall bear no out-of-pocket expenses for this service, as all billing shall be done directly with the City. The exception is that "jump-suit" uniform laundering is the responsibility of the officer.

14.3 **Personal Property.** Employees who suffer loss or damage to corrective lenses or other reasonable personal property in the line of duty will have such personal property repaired or replaced at the expense of the City, provided, any reimbursement shall be limited to the actual replacement cost. Reasonable personal property is property which is necessary to the performance of the employee's duties (i.e., glasses and watches) and which is appropriate for such usage, as determined by the City. (i.e., Time watch vs. Rolex).

14.4 **Take Home Cars.** Effective as soon in 2017 as the City can obtain necessary cars, City would agree to take-home cars for those officers living within 21.020 drive miles of the Fircrest Public Safety Building-City limits ~~station (must actually reside within 10 miles of station, not merely parking the car within that radius but live outside the radius)~~ with the following conditions:;

1. Vehicles may be equipped with technology (e.g., global positioning systems)GPS maywould be on vehicles and the City maycould be used such technology for disciplinary purposes.e if vehicles are used outside policy
2. Officers with take-home vehicles willould have value reported as income, per IRS guidelines.
- ~~3. No "off the clock" work allowed while driving to and from station (e.g., responding to calls, checking radio)~~
- ~~4.3. Officers willould be personally responsible for any toll charges. Cleaning and maintenance of car would be done off duty.~~

~~5.4. Car~~ The vehicle shall only be used ~~is solely~~ for driving directly from the employee's home to duty and return and cannot be used for any other purposes off-duty purposes unless expressed in this contract or with the approval of the Chief of Police.

ARTICLE 15 TRAINING

15.1 **Training.** The City agrees to provide training to employees through the Washington State Criminal Justice Training Commission, their Satellite Training Programs, and other sources such as, but not limited to, the Pierce County Sheriff's Department, Tacoma Police Department, and the Washington State Patrol Training Divisions. The City, in its discretion, agrees to provide such training as it determines is reasonable to increase the employee's knowledge, skills, and abilities to perform the job. For such training, the City agrees to pay all fees and tuition, lodging, and meals (if applicable) incurred by attending such training.

15.2 **Continuing Education.** The City shall set aside \$8,500 per fiscal year to reimburse employees for qualifying school/college tuition expenses. At the City's sole discretion, additional funds may be set aside for continuing education purposes. The City shall reimburse expenses to employees~~grant a refund~~ for any formal study course given in any accredited school or college provided the course is related to the employee's work and will increase his/her knowledge, skills, and abilities to perform the work. Time spent in attendance to these courses shall be considered employee's personal time and not time worked within the meaning of these rules. Refunds-Reimbursements shall be made by the City for 100% of the cost of tuition at any one time. However, such reimbursement shall not exceed the prevailing rate for undergraduate tuition established by the University of Washington. Any employee shall be eligible for tuition refunds by meeting the following conditions:

1. 1. He/she must be a regular employee, not on probationary status;
2. Prior to enrollment, the City Manager and the Police Chief must approve the employee's choice of courses and educational institution and the appropriate forms must be completed by the employee;
3. He/she must apply for the tuition refund no later than sixty (60) days following the completion of the course or course of study; and
4. He/she must complete each course with a grade of "C" (2.00) or above.

5. **Education Incentive**

In addition to monthly rates of pay, an officer will receive a monthly premium of \$50.00 for an AA-Associate's Degree and \$75100.00 for a Bachelor'sBA/BS Degree in the following approved fields of job-related studies: Criminal Justice, Sociology, Psychology, Police Science, Political Science, Communications or Public Administration. The City shall

recognize existing degrees currently held by those officers employed on the date of approval of this labor agreement by both parties. An employee shall only be eligible for either the Associate's Degree or Bachelor's Degree educational incentive, not both receive only one educational incentive at a time. Payment of the educational incentive shall commence when the employee submits to the City Manager or designee proof of having received such a degree from an accredited university or college. Employees as of the date of approval of this agreement who have submitted the required proof of a degree within 60 days of approval of this labor agreement shall receive education incentive pay effective January 1, 2007.

ARTICLE 16
HEALTH AND WELFARE

16.1 **Medical Insurance.** ~~Effective January 1, 2016, the City shall, as allowed by the State of Washington, pay ninety percent (90%), and the employee shall pay ten percent (10%), (payroll deduction), of the medical insurance premium for the employees, spouse and dependent children, as determined eligible by plan definition for the following:~~

~~Association of Washington Cities Employee Benefit Trust/Washington Physicians Service (AWC HealthFirst) or Group Health Cooperative medical plans.~~

~~Effective January 1, 2018, the City shall, as allowed by the State of Washington, pay ninety percent (90%), and the employee shall pay ten percent (10%), (through payroll deduction), of the medical insurance premium for the employees, spouse, and dependent child(ren), as determined eligible by plan definition for the following:~~

~~Association of Washington Cities Employee Benefit Trust/Washington Physicians Service (AWC HealthFirst 250 and AWC High Deductible Health Plan) or Group Health Cooperative \$20 copay medical plans.~~

~~Either party may reopen on medical in 2019 if projections indicate reasonable likelihood plans will hit Cadillac Tax limits of Affordable Care Act in 2020.~~

16.2 **Dental Insurance.** ~~Effective January 1, 2005, the City shall, as allowed by the State of Washington,~~ pay 100% of the premium amount for dental insurance for the employees, spouse, and dependent child(ren), as determined eligible by the Plan definition, for the following:

Association of Washington Cities Employee Benefit Trust/Washington Dental Service dental care plan, plus orthodontia amendment for adults and dependent children, Program #177 - Plan F. (Existing dental plan including existing options and any other options added or deleted by the provider during the term of this Agreement.)

16.3 **Life Insurance.** The City shall provide life insurance for each employee with a face value of one times the employee's base yearly salary rounded to the nearest One Thousand Dollars (\$1,000.00), plus the dollar value of the accrued sick leave, as of January 1 each year,

rounded to the nearest One Thousand Dollars (\$1,000.00), up to a total benefit of \$150,000. The City may provide the term insurance policy either through self-insurance, or through any insurance company approved by the Washington State Insurance Commissioner.

16.4 Disability Insurance. The City shall pay for all costs in obtaining and maintaining disability insurance, as provided through the Washington Council of Police Officers, at the Basic Plus Plan Level, excluding dues and membership fees required by WACOPS.

16.5 Vision and Hearing Care. The City shall pay 100% of the premium amount for vision insurance for the employee, spouse, and dependent child(ren), as determined eligible by the plan definition, for the following: Employees shall be reimbursed, for claims of up to a cumulative total of \$150.00 per calendar year for the cost of vision or hearing care for the employees and their dependents. This shall include, but is not limited to, the cost of exams, contact lenses, eye glasses, hearing aids and any associated "fitting" costs involved.

Association of Washington Cities Employee Benefit Trust/VSP-Plan B \$0-Copay Vision Plan (VSP). (Existing vision plan including existing options and any other options added or deleted by the provider during the term of this Agreement.)

16.6 Physical Fitness. As provided in the annual budget, the City may, in its discretion, compensate, or reimburse, employees for all or part of the cost of an approved fitness program, club or organization. Such compensation shall not exceed ~~Fifteen~~Twenty-five Dollars (~~\$15~~\$25.00) per month, per employee, but in no event shall exceed the amount, if any, provided for by the Council in its annual City budget. In the event that non-represented employees are provided reimbursement for the cost of an approved fitness plan in excess of Twenty-five Dollars (\$25.00), Guild employees will be provided the same reimbursement as non-represented employees.

16.7 Employee Assistance Program. As provided in the annual budget, the City may pay the costs involved to continue the participation of each employee in an approved Employee Assistance Program.

16.8 Effect of Federal Legislation. If the federal government passes legislation that changes the health insurance industry in a manner that has more than a de minimis effect on the provision of health insurance pursuant to Article 16 of this Agreement, either party may re-open Article 16 to bargain regarding those changes.

ARTICLE 17 RETIREMENT

17.1 Retirement Plan. The City shall participate in the state-wide system for pension, relief, disability, and retirement for qualified employees as provided by the laws of the State of Washington. (LEOFF Plan I and Plan II, or other system used under the portability provisions of the systems).

17.2 **Deferred Compensation Plan.** The City offers two (2) voluntary deferred compensation plans: Hartford and ICMA Retirement Corp. Employees may make contributions pursuant to the Plan provisions.

ARTICLE 18
WORKER'S COMPENSATION

18.1 **Worker's Compensation Coverage.** The City will provide Washington State Worker's Compensation or equivalent to employees. Any employee who is collecting Workers Compensation temporary disability benefits as a result of an on the job injury or illness shall receive sick leave benefits to supplement such Workers' Compensation benefits in an amount sufficient to equal the employee's regular rate of pay during the period of temporary disability, provided, however, such supplementary benefits shall not be paid in excess of the accrued sick leave credited to the employee. Once eligibility for payment under Worker's Compensation has been approved by the State, the employee shall endorse his/her state benefit check to reimburse the City for wages paid during the employee's absence and such endorsement shall cause reinstatement of hours to employee's sick leave accrual balance. LEOFF I system employees are provided worker's compensation as defined by RCW 41.26.

ARTICLE 19
LIABILITY AND INDEMNITY

19.1 **Liability and Indemnity.** The City shall indemnify, defend and hold harmless any employee, his spouse and/or marital community, who is named as a defendant in a lawsuit for alleged acts or omissions of the employee made in good faith during the course and in the scope of City employment, however, this protection shall only apply after the time written notice is given to the City Attorney by the employee or the Guild that the employee has been named as a defendant in the lawsuit. This indemnity, defense and hold harmless protection shall not apply to a criminal complaint or to complaints based upon intentional tort or willful and wanton acts.

ARTICLE 20
GRIEVANCE PROCEDURE

20.1 **Grievances.** A grievance shall be defined as any complaint by an individual employee, or the Guild, arising from the interpretation or application of this Agreement. Grievances relating to discipline, suspension, demotion, or discharge of regular employees shall be pursued, at the election of the employee, in accordance with the Rules and Regulations as adopted by the Fircrest Civil Service Commission or under grievance procedures hereafter set forth, but not both.

20.2 **Settlements Preferred.** Every effort will be made by both parties to settle a dispute at the lowest level of supervision possible prior to reducing the dispute to a formal grievance. Any resolution of a dispute at this level must be consistent with the terms of this Agreement.

20.3 **Step One.** The aggrieved employee, or the Guild, shall submit a written grievance to his/her immediate supervisor within ten (10) calendar days of the occurrence which gave rise to the grievance or when the employee should have reasonably had first knowledge of the grievance. Response from this supervisor shall be made in writing and delivered to the employee within five (5) calendar days of receipt of the original grievance. If there is no response within the five (5) days the grievance shall be deemed denied, and may then be advanced to the next step.

20.4 **Step Two.** If there is no response or satisfaction at step one, the employee, or the Guild, may submit the written grievance to the Police Chief within ten (10) days of the denial in step one. The Police Chief shall respond in writing and deliver such response to the employee within five (5) calendar days of receipt of the written grievance. If there is no response within five (5) days, the grievance shall be deemed denied, and may be advanced to the next step.

20.5 **Step Three.** If there is no response or satisfaction at step two, the employee, or the Guild, may submit the written grievance to the City Manager, within ten (10) calendar days of the denial in step two. The City Manager shall respond in writing and deliver such response to the employee within thirty (30) calendar days of receipt of the written grievance. If there is no response within thirty (30) calendar days, the grievance shall be deemed denied and may be advanced to the next step.

20.6 **Step Four.** If there is no response or satisfaction at step three, the Guild, may seek arbitration through the Washington State Public Employment Relations Commission by mailing a request for arbitration and a list of seven (7) arbitrators within ten (10) calendar days of the denial in step three. The decision at this step shall be binding, and final, to both parties. The parties shall alternately strike names until one name remains on the list. The remaining person shall be the arbitrator. The order of striking names shall be determined by a coin toss. The arbitrator shall render a written decision which shall be final and binding on all parties. The power and authority of the arbitrator is strictly limited to the interpretation and/or application of the express provisions of this Agreement. The arbitrator shall have no power to add to, subtract from, alter, amend, or change any provision of this Agreement. Each party shall bear the cost of its own representation and presentation of their case. The Arbitrator's fee and costs shall be paid equally by the parties.

20.7 **Time Limits.** Time limits referred to in this Article must be strictly adhered to unless waived by the mutual consent of both parties in writing. It is the intent of the parties that all procedures set forth herein shall be complied with as expeditiously as practicable. The failure of the grieving party to timely process the grievance pursuant to the time limits herein, shall be deemed a waiver of the right to proceed with the grievance.

20.8 **Contents of Grievance.** Any written grievance shall contain: the employee's name, date the action causing the grievance occurred, an explanation of the specific action which causes the grievance, identification of the specific Articles and/or sections of this Agreement alleged to have been violated, or identification of the specific policies of the Policy manuals, and the specific remedy requested by the employee.

ARTICLE 21 DISCIPLINE AND DISCHARGE

21.1 Discipline and discharge shall be only for just cause.

21.2 **Guild and Employee Rights.** The employee or the Guild shall have the right to process any disciplinary action as a grievance through the grievance procedure, except for employees serving an initial probationary period or extension of an initial probation period.

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

21.3 **Notice and Opportunity to Respond.** Upon reaching the conclusion that just cause exists to discipline an employee with a reassignment (with economic impact), or a suspension without pay, or a demotion, or discharge, the Chief of Police or designee shall provide the employee and the Guild, if requested by the employee, with the following prior to the administration of discipline:

1. A copy of all materials a part of or related to the investigation upon which the allegation(s) or charge(s) are based;
2. The directives, policies, procedures, work rules, regulations or other order of the City that allegedly was violated and how these were violated;
3. What disciplinary action is being considered.

21.3.1 **Employee's Response.** The affected employee or the Guild, if requested by the employee, shall have the opportunity to respond to the allegation(s) or charge(s) orally or in writing, normally within forty-eight (48) hours of receiving the information and materials provided by the City in Section 21.3 above and to do so prior to the Pre-Disciplinary meeting, provided the employee or the Guild may request a reasonable extension of time to respond, which request will not be unreasonably denied by the Chief or his designee.

21.3.2 **Pre-Disciplinary Meeting.** An opportunity to respond to the allegation(s) or charge(s) shall occur at a Pre-Disciplinary meeting conducted and presided over by the Chief of Police or designee, who shall have the authority to impose or to recommend the proposed disciplinary action. Reasonable advance notice of this meeting, its time and place shall be given to the employee and the Guild, if requested by the employee. This meeting shall be informal.

The employee shall be given reasonable opportunity to be heard, to respond to the allegation(s) or charge(s), and to have the responses considered prior to the imposition of discipline.

21.3.3 **City's Decision.** Within a reasonable time, the Chief of Police or designee shall issue a written decision imposing discipline, exonerating the employee, or taking such other action deemed appropriate.

21.4 **Investigative Interviews/Internal Affairs Investigations.** The interview of a suspect employee concerning action(s) or inaction(s) which, if proved, could reasonably lead to a reassignment (with economic impact), suspension without pay, demotion, or discharge for that employee, shall be conducted under the following conditions and procedures:

1. If an employee is considered a suspect, at a reasonable time in advance of the investigative interview, the suspect employee shall be informed in writing, with a copy to the Guild, if requested by the employee, of the nature of the investigation; the name of the complainant, the specific allegations related thereto; and the policies, procedures and/or laws that form the basis for the investigation; and shall be advised that an opportunity to consult with a Guild representative and/or legal representative will be afforded prior to the interview.

2. The requirements of Section 21.4.1a of this Section 21.4 shall not apply if (1) the suspect employee is under investigation for violations that are punishable as felonies or misdemeanors under law, or (2) in the discretion of the Chief or designee, notices to the suspect employee would jeopardize the administrative investigation.

3. The suspect employee shall have the right to have a Guild representative present during any interview which may reasonably result in a reassignment (with economic impact), suspension without pay, demotion, or discharge of the suspect employee. The opportunity to have a Guild representative present at the interview or the opportunity to consult with a Guild representative shall not unreasonably delay the interview. However, if the interview begins with the consent of the suspect employee in the absence of a Guild representative, but during the interview, the suspect employee concludes that assistance is required by reason of increasing seriousness of the disciplinary problem, the suspect employee shall be allowed a reasonable time in which to obtain a Guild representative.

4. To the extent reasonably possible, all interviews under this Section shall take place at Police Department facilities.

5. The City may schedule the interview outside of the employee's regular working hours, however, in that event, the appropriate overtime rate shall be made to the employee.

6. The employee shall be required to answer any question concerning a non-criminal matter under investigation and shall be afforded all rights and privileges to which the employee is entitled under State or Federal laws.

7. The employee shall not be subject to coercion, nor shall interrogator(s) make promises of rewards or threats of harm as inducements to answer questions.

8. During an interview, the employee shall be entitled to such reasonable intermissions as the employee may request for personal physical necessities.

9. All interviews shall be limited in scope to activities, circumstances, events, and conduct that pertain to the action(s) or inaction(s) of the employee that is the subject of the investigation. Nothing in this Section shall prohibit the City from questioning the employee about [the](#) information that is developed during the course of the interview.

10. If the Police Department tape records the interview, a copy of the complete tape-recorded interview of the suspect employee, noting the length of all recess periods, shall be furnished to the employee upon the suspect employee's written request. If the interviewed suspect employee is subsequently charged with misconduct, upon the written request of the suspect employee or the Guild, the City shall provide a complimentary copy of any tapes to the Guild on behalf of the employee.

11. Interviews and Internal Affairs investigations shall be concluded without unreasonable delays.

12. The employee shall be advised within a reasonable period of time, in writing, with a copy to the Guild, if requested by the employee, of the results of the investigation and what future action, if any, will be taken regarding the matter investigated.

13. This Article is not intended to limit the Police Department's ability to conduct a fair and comprehensive investigation nor impose unreasonable time limits upon the conduct of such investigation.

ARTICLE 22 BARGAINING PROCESS

22.1 **Impasse.** In the event the parties feel the bargaining process is at an impasse, mediation may be sought through the Washington State Public Employee's Relation Commission.

ARTICLE 23 COMPLETE AGREEMENT

23.1 **Complete Agreement.** The parties agree this document is a complete agreement.

23.2 **No Waiver Implied.** The failure of the Guild or the City to enforce any of the provisions of this Agreement or exercise any of the rights reserved to them, or to exercise any such rights in a particular manner, shall not be deemed a waiver of either party to insist upon full performance of such rights in the future.

ARTICLE 24
SAVINGS CLAUSE

24.1 **Supervening Illegality.** Should any provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation shall not invalidate the remaining portions of this Agreement, and the remaining portions shall remain in full force and effect. The parties agree to meet and negotiate whether by mutual consent such invalid provision should be amended or replaced.

24.2 **Continuation.** In the event a new Agreement cannot be agreed upon by both parties upon the expiration of this Agreement, this Agreement shall remain in full force and effect until such time as a new Agreement can be reached and agreed upon.

ARTICLE 25
DURATION

25.1 **Duration.** The effective dates of this Agreement shall be from January 1, 20~~14~~¹⁶, through December 31, 20~~15~~¹⁷.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of _____ 20~~16~~¹⁷.

CITY OF FIRCREST

FIRCREST POLICE GUILD

By: _____
Scott Pingel, City Manager

By: _____
Chris Roberts, Guild President

Attest:

By: _____
City Clerk

By: _____
Guild Secretary-Treasurer

APPENDIX A

SALARIES

Effective January 1, 2021*

SALARY STEPS

Job Title	A 1 Yr	B 1 Yr	C 1 Yr	D 1 Yr	E 1 Yr	F 1 Yr
Entry Police Officer	\$4,969					
Police Officer	\$5,601	\$5,882	\$6,176	\$6,484	\$6,808	\$7,149
Police Sergeant	\$6,367	\$6,686	\$7,020	\$7,371	\$7,740	\$8,127

*Includes 0% COLA

Effective January 1, 2022, the current actual base rate of the Police Officer and Police Sergeant shall be increased 100% Seattle-Tacoma-Bellevue CPI-W, June to June ~~with a minimum 1.0% and a maximum 3.0% minus .33%. (this equals a 1.67% increase).~~

Effective January 1, 2023, the current actual base rate of the Police Officer and Police Sergeant shall be increased 100% Seattle-Tacoma-Bellevue CPI-W, June to June ~~with a minimum 1.0% and a maximum 3.0%.~~

Effective January 1, 2024 the current actual base rate of the Police Officer and Police Sergeant shall be increased 100% ~~Seattle~~ Seattle-Tacoma-Bellevue CPI-W, June to June ~~with a minimum 1.0% and a maximum 3.0%.~~

Effective January 1, 2025 the current actual base rate of the Police Officer and Police Sergeant shall be increased 100% Seattle-Tacoma-Bellevue CPI-W, June to June ~~with a minimum 1.0% and a maximum 3.0%~~

Premium Pay. In addition to the above salaries, the employee shall receive 3% of his/her base wage rate during the time that they are actually performing the assigned duties of Field Training Officer, Firearms Instructor, ~~Investigator or~~ Crime Prevention Officer, ~~or Defensive Tactics Instructor.~~

An employee assigned as Detective/Investigator for the Police Department shall receive an additional 2.5% to his/her base wage rate for all hours worked while assigned as Detective/Investigator.

Step Progression. ~~An Employees employed as of October 12, 1995 will advance one step the first pay period in December every year.~~

~~Employees hired after October 12, 1995~~ shall enter the salary step system at Step A, advance to Step B upon successful completion of the probation period, and one-year continuous service. All other step advances will occur annually. Police Officers promoted to Sergeant shall be placed on the lowest Salary Step for Sergeant which represents a salary increase. Any other provisions of this Agreement notwithstanding, the City may, in its discretion, start lateral hires or the Sergeant at any salary step, other than the entry-level step. In addition, the City reserves the right to place or move any employee to a higher salary step, regardless of years of service with the City.

For payroll purposes and for the computation of hourly rates, the monthly salary of said positions shall be multiplied by twelve (12) and then divided by two thousand eighty (2080) hours to determine the corresponding regular rate of pay.

Longevity Pay Longevity pay shall be added to each employee's base monthly pay ~~effective and retroactive to January 1, 2007,~~ as follows:

After 5 years = 2%
After 10 years = 3%
After 15 years = 4%
After 20 years = 5%

For example, an employee with 17 years of service is eligible for 4% longevity pay added to the employee's base monthly pay.

Appendix B

Shift Schedule

Full staff	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
-	-	-	-	-	-	-	-
Day shift A	0630-1630	0630-1630	0630-1630	Off	Off	Off	0630-1630
Day shift B	Off	Off	0630-1630	0630-1630	0630-1630	0630-1630	Off
Sgt A (Cover)	0900-1900	0900-1900	0900-1900	Off	Off	Off	0900-1900
Cover shift B	Off	Off	0900-1900	0900-1900	0900-1900	0900-1900	Off
Swing shift A	1600-0200	1600-0200	1600-0200	Off	Off	Off	1600-0200
Sgt B (Swing)	Off	Off	1600-0200	1600-0200	1600-0200	1600-0200	Off
Grave shift A	2100-0700	2100-0700	2100-0700	Off	Off	Off	2100-0700
Grave shift B	Off	Off	2100-0700	2100-0700	2100-0700	2100-0700	Off
Total	4	4	8	4	4	4	4

This schedule represents a fully staffed department. In case of a vacancy cover shift B will go away (see short staff schedule) until the department is back to full staffing.

Sergeant A and B will flip shifts every three months throughout the year, with the senior Sergeant choosing which cycle they want to start on. This will only occur one time, and they will remain on that cycle until there is some change in seniority (i.e.: the senior Sergeant retires or resigns, etc, and the junior Sergeant becomes the senior Sergeant).

Short staff	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
-	-	-	-	-	-	-	-
Day shift A	0630-1630	0630-1630	0630-1630	Off	Off	Off	0630-1630
Day shift B	Off	Off	0630-1630	0630-1630	0630-1630	0630-1630	Off
Sgt A (Cover)	0900-1900	0900-1900	0900-1900	Off	Off	Off	0900-1900
Swing shift A	1600-0200	1600-0200	1600-0200	Off	Off	Off	1600-0200
Sgt B (Swing)	Off	Off	1600-0200	1600-0200	1600-0200	1600-0200	Off
Grave shift A	2100-0700	2100-0700	2100-0700	Off	Off	Off	2100-0700
Grave shift B	Off	Off	2100-0700	2100-0700	2100-0700	2100-0700	Off
Total	4	4	7	3	3	3	4

Appendix C

Seniority Based Rotation

Year 1						Year 2					
Jan-Mar	Mar-Apr	Apr-Jun	Jun-Aug	Aug-Oct	Oct-Dec	Jan-Mar	Mar-Apr	Apr-Jun	Jun-Aug	Aug-Oct	Oct-Dec
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>6</u>	<u>5</u>	<u>6</u>	<u>1</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<u>2</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>5</u>	<u>1</u>	<u>1</u>	<u>2</u>	<u>2</u>	<u>1</u>	<u>1</u>	<u>1</u>
<u>3</u>	<u>3</u>	<u>2</u>	<u>2</u>	<u>4</u>	<u>2</u>	<u>2</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>2</u>	<u>2</u>
<u>4</u>	<u>4</u>	<u>4</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>4</u>	<u>4</u>	<u>4</u>	<u>4</u>	<u>3</u>
<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>2</u>	<u>4</u>	<u>4</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>
<u>6</u>	<u>6</u>	<u>6</u>	<u>6</u>	<u>1</u>	<u>6</u>	<u>5</u>	<u>6</u>	<u>6</u>	<u>6</u>	<u>6</u>	<u>6</u>
-	-	-	-	-	-	-	-	-	-	-	-
Year 3						Year 4					
Jan-Mar	Mar-Apr	Apr-Jun	Jun-Aug	Aug-Oct	Oct-Dec	Jan-Mar	Mar-Apr	Apr-Jun	Jun-Aug	Aug-Oct	Oct-Dec
<u>6</u>	<u>5</u>	<u>6</u>	<u>1</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>6</u>	<u>5</u>	<u>6</u>	<u>1</u>
<u>5</u>	<u>1</u>	<u>1</u>	<u>2</u>	<u>2</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>5</u>	<u>1</u>	<u>1</u>	<u>2</u>
<u>4</u>	<u>2</u>	<u>2</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>2</u>	<u>2</u>	<u>4</u>	<u>2</u>	<u>2</u>	<u>3</u>
<u>3</u>	<u>3</u>	<u>3</u>	<u>4</u>	<u>4</u>	<u>4</u>	<u>4</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>4</u>
<u>2</u>	<u>4</u>	<u>4</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>2</u>	<u>4</u>	<u>4</u>	<u>5</u>
<u>1</u>	<u>6</u>	<u>5</u>	<u>6</u>	<u>6</u>	<u>6</u>	<u>6</u>	<u>6</u>	<u>1</u>	<u>6</u>	<u>5</u>	<u>6</u>
-	-	-	-	-	-	-	-	-	-	-	-

In the event of a vacancy in the Department, the shifts that were covered by the member that is no longer employed or otherwise vacant from the schedule, the rotation again becomes open for the remainder of the two-year rotation for the vacant shifts. The bid would be open for the officers that had bid after the departing officer. ~~For example, if officer 3 left the department during the 4th quarter of the first year officer 5 would have the first choice followed by 6 and 7. In the 1st quarter of the second year, officer 2 would have the first choice followed by officer 1. In the 2nd quarter of the second year, officer 4 would have the first choice followed by 6 and 7.~~

Until the vacancy is filled the cover shift that is opposite the Sergeant will be eliminated and the officers that bid for that cover shift shall work the vacant shift. Within two weeks of the Department having knowledge that an officer is departing or has departed, a new bid shall take place for the rest of the rotation using the above formula. Once the Department is up to full staff the cover shift will be re-implemented and again, within two weeks, a new bid using the above formula shall take place for the remainder of the two-year rotation.

AGREEMENT
by and between
CITY OF FIRCREST
and
FIRCREST POLICE OFFICERS GUILD

January 1, 2021, through December 31, 2025

ARTICLE 1
GENERAL

1.1 **Parties.** This Agreement is entered into between the City of Fircrest, a municipal corporation (hereinafter referred to as the City) and the Fircrest Police Guild (hereinafter referred to as the Guild). The purpose of this Agreement is to maintain and promote harmonious relations between the City and the Guild, to establish equitable and peaceful procedures for the resolution of differences, and to establish terms and conditions of employment.

1.2 **Definitions.** The term "employee" as used in this Agreement includes both male and female employees covered by this Agreement. When the masculine or feminine gender is used it is intended to apply to both genders equally.

1.3 **Discrimination.** The City and the Guild agree that the administration of this Agreement shall be consistent with applicable State and Federal laws regarding non-discrimination and employment. It is mutually agreed that there shall be no discrimination because of race, color, religion, age, marital status, gender, national origin or physical, mental, or sensory handicap. No employee covered by this Agreement shall be discriminated against because of membership or non-membership in the Guild, or activities on behalf of the Guild.

1.4 **Recognition.** The City recognizes the Guild as the sole and exclusive bargaining representative for all commissioned officers of the Fircrest Police Department through and including the rank of Sergeant for the purpose of bargaining with respect to wages, hours, and other conditions of employment.

1.5 **General Orders and Standard Operating Procedures.**

1. The Guild agrees that its members shall comply with all Fircrest Police Department standard operating procedures.

2. The City shall provide the Guild with written notification of changes in standard operating procedures which are mandatory subjects of bargaining. The Guild shall have fifteen (15) days after receipt of written notification, to provide a written request to bargain on such changes.

1.6 **Substance Abuse.** The City and the Guild recognize that substance abuse by employees would be a threat to the public welfare and safety of department personnel. Both parties are committed to a drug-free work environment which ensures safe and effective work performance. Employees will abide by the City's adopted Drug-Free Work Place Policy as defined in Resolution #527.

1.7 **Tobacco Use.** Employees will be allowed to use tobacco consistent with Administrative Policy 02.03.11.

1.8 **Professional Development.** The City recognizes its responsibility to provide a good working climate. The City further recognizes that it shall treat employees equitably and will encourage employee development in the course and scope of the employee's job. The City shall make an effort to be responsive to employee suggestions and needs insofar as those suggestions and needs also serve the best interests of the community of Fircrest.

ARTICLE 2 GUILD DUES DEDUCTION AND BUSINESS

2.1 **Bulletin Board.** The City agrees to provide reasonable space for the posting of official Guild business. Such posting shall be pre-approved by the Guild President. The Guild shall not post any materials which are obscene, defamatory, political, or impair the operations of the Police Department or the City.

2.2 **Good Standing.** The Guild agrees that membership in the Guild will not be denied or terminated for any reason other than the failure of an employee covered by this Agreement to tender the periodic dues uniformly required as a condition of acquiring or retaining membership in the Guild.

2.3 **Dues Deductions.** The City agrees to deduct from the paycheck of each employee who has authorized it, the regular dues uniformly required of members of the Guild, and any other special assessments, fees, or other deductions required by the Guild. The total amount of dues, special assessments, and initiation fees will be filed with the City in the month of December of the previous year for the next year's payroll deduction. The amounts deducted shall be transmitted monthly to the Guild on behalf of the employee involved. Authorization for payroll deduction shall be made by each employee on a form approved by the City and the Guild. An employee may stop paying dues by submitting a written request to the Guild. Upon receipt of the employee's notice, the Guild shall promptly notify the City of such requests and to stop deducting dues. Upon the date of notification, the City shall cease collecting payroll deductions as soon as practicable. If the funds deducted have already been remitted to the Guild, the City will notify the Guild and refer the employee to the Guild for further information.

The Guild shall provide the City with at least one full pay period notice of any changes in the dues amount. The Guild agrees to indemnify and hold harmless the City from any action arising from this Article, including attorney's fees and costs, unless caused by the City's negligence.

2.4 **Guild Access.** Authorized agents of the Guild shall have access to the City's establishment during working hours for the purpose of meetings, adjusting disputes, investigating working conditions, and ascertaining that this Agreement is being adhered to provided, however, there is no interruption of the Police Department's working schedule or conditions.

2.5 **Guild Orientation.** Consistent with RCW 41.56.037, the City will provide Guild access to all new bargaining unit employees within ninety (90) days of such hire. The City will schedule such access as part of the orientation/onboarding process. The City will allow the Guild up to thirty (30) minutes to meet with such individuals during the employee's work hours and at his or her usual worksite or other City facility. The Guild orientation meeting is optional, and the employee can choose to or not to attend.

ARTICLE 3 EMPLOYEE RIGHTS

3.1 **Personnel Files.** Employees have the right to review their personnel file(s) and to request changes or removal of any material therein. If removal or amendment is refused, the employee is entitled to file a rebuttal statement within their file. Employees shall be given written notification of any negative entries made to their personnel file(s).

3.2 **Polygraph Tests.** No employee shall be required to take a polygraph test as a condition of continued employment unless permitted by a State or Federal Law.

3.3 **Off Duty Employment.** Guild members may be permitted, with the written or verbal approval of the Chief, which approval shall not be unreasonably withheld, to participate in off duty employment both within and outside the City limits, and to utilize their uniforms and attachments for this purpose. Except for off duty employment within the City limits or local interagency projects and events, City vehicles shall not be utilized in conjunction with, nor in traveling to and from, off duty employment. At the discretion of the Chief, City vehicles may be used to travel to and from off duty employment within the City limits when a vehicle is available. Off duty employment utilizing City supplied apparel, weapons, and/or equipment shall be further subject to agreement by the third-party employer and employee to hold the City harmless and indemnify the City from all acts and omissions. Any such off duty employment may not interfere with the employee's normal work duties.

In order to be approved, outside employment shall:

1. Be and remain compatible with the employee's ability to perform City duties, and
2. Present no conflict of interest with City affairs, and

3. In no way discredit or negatively impact the City or Department's image, and

4. Not be in conflict with another jurisdiction (requires approval of Chief or designee) of the other jurisdiction.

If an approved off-duty situation held by an officer is subsequently determined to interfere with the Department's image or efficiency, the on-duty work performance of the individual in question, or is determined to involve a misuse of the commission, the officer will immediately terminate such employment.

ARTICLE 4 MANAGEMENT RIGHTS

4.1 **Management Rights.** Except as otherwise specifically provided in this Agreement, and without waiving its right to negotiate mandatory subjects of bargaining, the Guild agrees that the City has the sole and exclusive right to exercise all the rights and functions of management. Without limiting the generality of the foregoing, as used herein, the term "management rights" includes:

1. The determination of a 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;

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 conditions of employment, wherein the City will notify the Guild of its intent and offer the opportunity to bargain prior to implementation by the City;

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 City will notify the Guild of its intent and offer the opportunity to bargain prior to implementation by the City;
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 City;
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 **Notification of Policies and Procedures.** The City shall provide each employee with a copy of all policies and procedures, special orders, general orders, and training bulletins. One copy of this Agreement shall be furnished to each employee and the cost of copying shall be borne by the City.

ARTICLE 5 PERFORMANCE OF WORK

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

5.2 **No Strike.** The Guild and the City agree that during the life of the Agreement, the Guild will not cause, encourage or participate in any strike (including strike picketing), slowdown, walk-out, or work stoppage. Nothing in this Agreement shall prohibit political activity of individual members or JW11 the Guild as prescribed in RCW 41.06.250.

5.3 **Violation.** Violation of this Article shall be just cause for immediate termination.

ARTICLE 6
PROBATION

6.1 **New Hire Probation.** All new entry-level employees shall serve a probationary period of twelve (12) months and shall have no seniority rights during this period. Lateral entry-level position appointments shall serve a six (6) month probation period. The probationary period may be extended upon a mutual agreement or by City request to the Civil Service Commission. The City may discharge a new probationer without reason of [JW2] just cause upon written notice. All employees who have successfully completed this probationary period shall be considered regular employees and the probationary period shall be considered part of the seniority time.

6.2 **Promotional Probation.** Promotional appointments shall serve a six (6) months' probation period. The probation may be extended upon a mutual agreement or by City request to the Civil Service Commission. The City may only discharge a promotional probationer for just cause. The City may demote a promotional probationer without reason of just cause, returning said employee to his former classification without loss of seniority or benefits.

ARTICLE 7
SENIORITY

7.1 **Seniority.** The Police Chief shall provide a seniority list which shall be brought up to date prior to January 1 of each year, and immediately posted thereafter for a period of not less than thirty (30) days and a copy of the same delivered to the Guild. Any objections to the seniority list as posted shall be reported to the Police Chief within ten (10) days, from the date of posting of the seniority list, or stand approved. Employees hired simultaneously shall be listed according to Civil Service standings, the employee having the highest score listed first. Seniority shall be defined as the length of service with the Fircrest Police Department including probationary service, but not to include temporary or provisionary appointments.

7.2 **Break in Seniority.** Seniority shall be in accordance with the City Civil Service regulations. Seniority shall be broken only by discharge for cause, voluntary resignation, or a layoff exceeding twenty-four (24) months.

7.3 **Layoff.** Whenever it becomes absolutely necessary through lack of finances or for any other reasonable and just cause to reduce the number of employees of this unit, such reductions shall be carried out in the following order:

1. Temporary appointees;
2. Probationer (new employees);
3. Permanent employees in the order of length of service; the one with the least service being laid off first.

The City may layoff out of the regular order, upon showing of necessity, therefore, in the interest of efficient operations of the Department, after giving any employee or employees affected an opportunity to be heard.

7.4 **Recall.** Laid-off employees shall be eligible for available positions for a twenty-four (24) month period following their layoff. They shall retain but not accrue seniority during this period. When the City intends to rehire after a layoff, it shall send notice of its intent to rehire to the employee(s). Said notice shall be sent certified mail to the last known address contained in the City's records. The laid-off employee shall have fourteen (14) days from the date of mailing of such notice to advise the City in writing, that he/she intends to accept the offer of rehire. The employee shall then report for duty on the date of rehire set forth in the notice, which date shall be no less than three (3) weeks from the date of mailing of the notice. The City shall have no obligation to rehire a laid-off employee if he/she fails to provide the City with written notice of acceptance within the fourteen (14) days deadline referred to above or thereafter fails to report for duty on the date of the rehire set forth in the notice. Employees will assure that the City has their current address.

ARTICLE 8 WAGES

8.1 **Wage Rates.** Employee compensation shall include the wages set forth in Appendix "A" hereto, together with the other benefits set forth in this Agreement, including, but not limited to, the reasonable value of the use, if any, of City provided equipment and uniforms in off duty employment pursuant to Section 3.3.

8.2 **Pay Period.** The pay period shall be every two (2) weeks and employees shall receive their bi-weekly paychecks no later than twelve (12) noon on the Friday next following the close of the pay period. If a payday falls on a holiday, payday shall be the immediate preceding workday.

8.3 **Acting Pay.** Any employee required to work in excess of two (2) hours in a higher job classification shall receive pay for all time worked in the higher classification. Each employee appointed to an acting position shall be compensated in accordance with the current salary wage for the classification, but in no case shall said acting compensation be less than an increase of five percent (5%).

ARTICLE 9 HOURS OF WORK AND OVERTIME

9.1 **Work Week and Overtime.** Patrol officers shall be scheduled, except as otherwise provided herein, to work four (4) consecutive days of ten (10) hours each, with three (3) consecutive days off. Other schedules may be established by mutual agreement of the Chief of Police and the Guild. For payroll purposes, the workweek shall be defined as those hours of a scheduled shift that start between 12:01 a.m. Monday and 12:00 midnight Sunday. For purposes of calculating overtime, paid leaves of absence, i.e., vacation, holiday, sick leave, compensatory

time, are considered hours worked. Overtime shall be defined as any time worked in excess of forty (40) hours in a workweek. Overtime shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay for all such time, rounded off to the nearest quarter-hour. An officer or sergeant shall not be sent home by the Chief prior to the end of his/her shift for the purpose of avoiding overtime unless by mutual agreement.

9.1.1 Form of Compensation. The employee may elect to be compensated for any overtime in cash or may elect to accrue compensatory time or may elect to be compensated for overtime through a combination of cash and compensatory time, to the extent such is allowed by Washington State law, to a maximum accrued balance of eighty (80) hours. Compensatory time may be carried over from year to year. Compensatory time off shall be granted in compliance with the Fair Labor Standards Act, and at a mutually agreeable time between the Chief of Police or his designee, and the employee.

9.2 Lunch and Breaks. Employees are entitled to one (1) hour for lunch. For all employees, this hour shall be paid for at the regular rate of pay and the employee shall be available for emergency calls. Employees are also entitled to rest periods. This time shall also be paid for at the regular rate of pay and shall be granted at the rate of fifteen (15) minutes for each four (4) hours worked. Employees shall also be available for emergency and routine calls during this time.

9.3 Scheduling. The following guidelines shall apply to the scheduling of officers:

9.3.1 Except when beginning a new eight to nine (8-9) week rotation, there shall be at least (14) hours between each patrol officer's regularly scheduled shifts and sixty-two (62) hours between the last workday of the workweek and the next workweek for all officers. Work shifts are defined per the shift schedule in Appendix B of this agreement. The cover shift should only be used to cover day and swing shifts. For graveyard and swing shifts only, if the employee's shift, per Appendix B, is subsequently rescheduled to work more than two (2) hours outside of the employee's previously scheduled shift, the employee will be compensated at the applicable overtime rate. In case of shift adjustments due to vacancies (i.e. illness, vacation, holiday, training, etc), the fourteen (14) hours may be reduced to no less than eleven (11) hours, and the sixty-two (62) hours may be reduced to no less than fifty-nine (59) hours, and/or the Chief may cover vacant shifts, or portions thereof, to a maximum of twelve (12) hours per month, unless otherwise agreed by the parties. Upon mutual agreement of the Chief and the Guild, the shift rotation schedule may be changed, such as switching back to a 13 week rotation.

9.3.2 In the event of anticipated overtime opportunities, (where the City has 72 hours or more notice of the opportunity), a rolling list shall be used. Once an employee had accepted/rejected an overtime shift, his/her name shall be moved to the bottom of the list. The Chief or his/her designee shall be required to document all calls made to the employees in his/her logbook, with dates and times and the log entries shall be open for Guild review. For administrative purposes, when utilizing the overtime call list, once a call, page, or contact has been made, the Chief or his/her designee shall allow 15 minutes for a response from the

employee to accept or reject the overtime opportunity. If the employee does not respond within 15 minutes, then it shall be considered a rejection.

9.3.3 Voluntary shift trades and changes (i.e., training opportunity) may be undertaken by or between officers, subject to approval by the Chief or his/her designee, and are not subject to the scheduling guidelines herein. Extra hours worked in a workweek, beyond that which the officer was otherwise scheduled, as a result of the shift trade, shall be paid at the regular, not overtime rate. Each officer shall be required to work at least two (2) different rotations during a two (2) year period based on the eight to nine (8-9) week rotation. The rotations consist of day shift, swing shift, and grave shift.

9.3.4 There shall be no more than two (2) different shifts scheduled for an officer in any workweek.

9.3.5 Schedules will be based on an eight to nine (8-9) week rotation and shifts shall be determined on a shift bid system based on seniority. (See Appendix B and C). Each eight to nine (8-9) week rotation shall begin on Monday. The length of shift schedules and shift times may be changed by mutual agreement of the City and the Guild. In the event that a shift bid for a new eight to nine (8-9) week rotation causes an officer's new shift to begin less than ten (10) hours after his/her last shift, the Chief may adjust the shift's bargaining unit members for the first day of the new rotation, without incurring overtime.

9.3.6 The eight to nine (8-9) week shift schedule will only be changed after a posting of at least two weeks in advance of any changes. If the required notice is not provided, the employee will be paid at the overtime rate for all hours worked outside his/her regularly scheduled shift. This provision does not apply to vacancies covered by Section 9.3.7 In the event of a vacancy in the Department, the shifts that were covered by the member that is no longer employed or otherwise vacant from the schedule, the rotation again becomes open for the remainder of the two-year rotation for the vacant shifts. The bid would be open for the officers that had bid after the departing officer.

Until the vacancy is filled the cover shift that is opposite the Sergeant will be eliminated and officers that bid for that cover shift shall work the vacant shift. Within two weeks of the Department having knowledge that an officer is departing or has departed, a new bid shall take place for the rest of the rotation using the above formula. Once the Department is up to full staff the cover shift will be re-implemented and again, within two weeks, a new bid using the above formula shall take place for the remainder of the two-year rotation.

9.3.7 The Chief reserves the right to assign alternate work schedules for employees when vacancies occur (i.e. unforeseen health conditions/illness, administrative leave, retirement, termination, and training for police certificate at risk), provided that if the provisions in section 9.3.1 cannot be met or if the employee's scheduled shift is changed with less than twelve (12) hours' notice, all hours worked by the employee outside his/her originally scheduled shift shall be paid at the overtime rate.

9.3.8 Except in an emergency, an employee shall not be required to work in excess of thirteen (13) consecutive hours. An “emergency” is an unexpected significant event demanding immediate action, which must be declared by the Chief or his/her designee.

9.4 **Court Call Back.** Any employee required to appear in a court while he/she is off duty shall be guaranteed a minimum of three (3) hours pay at the overtime rate of pay for each appearance, provided, any amount of time spent over three (3) hours shall also be paid at the overtime rate of pay computed to the nearest quarter-hour. Pay for transportation to and from court appearances, if any, shall be pursuant to FLSA. Any witness fees paid to the employee shall be turned over, or endorsed to, the City unless the employee elects not to request overtime pay for the court appearance.

9.5 **Meetings.** Any employee required to attend a meeting of any kind called by the City, while that employee is off duty, shall be guaranteed a minimum of three (3) hours pay at the overtime rate of pay for each meeting, provided, any amount of time spent over the three (3) hours shall be paid at the overtime rate of pay computed to the nearest quarter-hour. Pay for transportation to meetings, if any, shall be pursuant to the provisions of FLSA.

9.6 **Training.** An employee attending training or classes approved by the City, while he/she is off duty, shall be paid for the actual time spent in training at the overtime rate of pay computed to the nearest quarter-hour. Pay for transportation to and from training, if any, shall be pursuant to the FLSA. Further, an employee shall receive a minimum of three (3) hours pay at the overtime rate for training.

9.7 **Call Back.** Employees called back after the completion of a regular work shift or immediately preceding a regular work shift shall be guaranteed a minimum of three (3) hours pay at the overtime rate of pay.

ARTICLE 10
VACATIONS

10.1 **Vacation.** Employees shall be granted vacation leave without loss of pay or benefits. After completion of probation, vacation time may be taken as it is accrued; however, employees are encouraged to use it in weekly increments. Such vacation shall be earned in accordance with the following schedule:

<u>Length of Service</u>	<u>Annual Leave</u>
1 - 2 years	88 hours
3 years	96 hours
4 years	104 hours
5 years	112 hours
6 years	120 hours
7 years	128 hours
8 years	136 hours

9 years	144 hours
10 years	152 hours
11-14 years	160 hours
15-19 years	176 hours
20 years and over	184 hours

10.2 Accumulation During Probation. Vacation leave shall be accrued, but not taken, during a new employee's probationary service period. An employee terminating employment prior to completion of his/her probationary service period shall forfeit any accrued vacation leave and is not entitled to such pay.

10.3 Excess Accumulation. An employee may accumulate vacation leave to a maximum allowable amount of 240 hours. Accrual in excess of 240 hours shall be permitted if the employee has been denied vacation leave which has been requested with reasonable notice. Absent prior written approval, vacation hours accrued in excess of 240 hours shall be lost.

10.4 Use in Lieu of Sick Leave. Vacation leave may be applied in cases when an employee exceeds accumulated sick leave time.

10.5 Vacation Pay Out. Upon termination of employment for any reason, a regular employee shall be compensated in pay for one hundred percent (100%) of their accrued and unused vacation leave at their regular rate of pay in effect at the time of termination.

10.6 Vacation Scheduling. Scheduling of vacation shall be done according to seniority. A vacation list for employees covered by this Agreement shall be posted no later than January 1 of each year. Such list shall include an order for which employees will bid for vacation time that will accrue during the calendar year and the amount of the vacation accrual the employees will be allowed to bid. The employee with the most seniority shall have seven (7) days to post his/her planned vacation time. The next senior employee shall have the next seven (7) days in which to post his/her planned vacation time. The third senior employee shall have the third seven (7) days and so on to the least senior employee. If an employee does not post his/her planned vacation time within their seven (7) days period, he/she shall lose their turn in the rotation. An employee who loses their turn in the rotation may bid at any time after their bidding time is expired but may not bump a less senior employee whose bid time has started. After the least senior employee's seven (7) day period, any employee having or anticipating more vacation available may post such time on a first come first serve basis.

10.7 Vacation Sell Back. Once annually during the last quarter of the year, an employee can sell back to the City unused vacation time, provided, no employee's accumulated vacation leave time may be reduced to less than eighty (80) hours through the use of this section. Said time shall be paid at the employee's current base rate of pay at the time of the transaction. The City reserves the right to limit an employee's request if the Police Department's budgeted appropriations, in the sole opinion of the City Manager, appear insufficient to pay off the amount of time requested.

ARTICLE 11
HOLIDAYS

11.1 **Holiday Pay.** Employees shall receive one-hundred (100) hours of leave-in-lieu-of-holidays specified in Section 11.5. Such leave time shall be scheduled and taken within the calendar year or lost and may be used to equalize pay periods. This is to correspond with one full day of Holiday for each City of Fircrest recognized Holiday.

11.2 **Holiday Call Back.** Employees who are called back to work on a holiday previously scheduled as leave-in-lieu-of-holiday shall be paid at the rate of time and one-half the straight time hourly rate of pay, plus the holiday leave time at straight time pay, or at the employee's option can reschedule the leave day in lieu of payment, therefore.

11.3 **Working on Holidays.** Employees required to work on any day recognized as a holiday by the Employer as provided in Section 11.5 shall be paid at the rate of time and one half (1-1/2) the straight time hourly regular rate of pay for all hours worked on the designated holiday, provided that this compensation shall not pyramid on call back pay as provided in Section 11.2

11.4 **Use of Holiday Time.** Employees who hire or terminate during the calendar year shall be entitled to either a beginning bank of leave time or shall be required to reimburse the City for the excess time used, whichever is applicable, based upon the number of official holidays remaining in the calendar year at the time the employee either hires or terminates.

11.5 **Specific Holidays.** The following holidays shall be used for the purposes of Sections 11.1 and 11.4: New Year's Day (January 1), Martin Luther King's Birthday (3rd Monday in January), President's Day (3rd Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (1st Monday in September), Veteran's Day (November 11), Thanksgiving Day (4th Thursday in November), Day After Thanksgiving, Christmas Day (December 25).

11.6 **Floating Holiday.** In addition, each employee shall be granted ten (10) hours floating holiday time each calendar year; provided the employee has worked or is scheduled to work four (4) consecutive months in the calendar year. Accumulated floating holiday time shall be taken in the year it is accrued, or lost.

ARTICLE 12
SICK LEAVE

12.1 **Rate of Accumulation.** All employees shall accumulate sick leave at the rate of eight (8) hours for each calendar month of service.

12.2 **Probationary Sick Leave.** A new employee shall begin accruing sick leave immediately but shall not be entitled to use accrued sick leave until his/her 90th day of employment.

12.3 **Maximum Carry Over.** Accrued sick leave may be carried over to the following calendar year up to a total of 1,940 hours. Any accrued, unused sick leave shall be forfeited when the employee separates from employment with the City. If an employee is rehired within 12 months of separating employment, any accrued sick leave shall be reinstated. If an employee separates from employment due to a layoff, his/her accrued sick leave shall be reinstated if he/she is rehired within twenty-four (24) months of the layoff.

12.4 **Use of Sick Leave.** An employee is authorized to use paid sick leave for the following reasons:

1. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;
2. To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care; and
3. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
4. An employee is authorized to use paid sick leave for absences that qualify for leave under the domestic violence leave act, chapter [49.76 RCW](#).
5. **Family Member.** For purposes of this section, "family member" means any of the following:
 - a. A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
 - b. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
 - c. A spouse;
 - d. A registered domestic partner;
 - e. A grandparent;
 - f. A grandchild; or
 - g. A sibling.

12.5 **Employee Verification.** When the duration of sick leave used exceeds five (5) consecutive days off, the City may require sufficient verification for the absence.

12.6 **Abuse of Sick Leave.** Repeated applications for sick leave without sufficient justification, false application, or the furnishing of any false information with references thereto by any employee shall be grounds for suspension without pay or loss of employment.

12.7 **Immediate Family.** For the purposes of this Article, an immediate family member shall include: spouse, son, daughter, step-children, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, or step-parents.

12.8 **Funeral Leave.** Up to three (3) days sick leave may be used if there is a death in the employee's immediate family which requires the employee's presence. An additional amount up to five (5) days total sick leave may be granted with the approval of the City Manager.

12.9 **Scheduled Exams.** If an employee needs to see a doctor or a dentist during the scheduled workday, sick leave may be used.

12.10 **Catastrophic Sick Leave Sharing.** The City Manager may permit a regular full time or regular part-time employee to receive sick leave donations from other qualified employees if:

1. The employee suffers from a catastrophic or severe illness, injury, or physical or mental condition which is of a catastrophic or severe nature, as defined in the City of Fircrest Ordinance #1018, and which has caused, or is likely to cause, the employee to:

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

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

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

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

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

The City Manager shall determine the amount of sick leave which an employee may receive under this section. However, an employee shall not receive, in donations, a total of more than three hundred and forty-nine (349) hours of donated sick leave.

Donated sick leave shall be utilized in the order of receipt by the City Manager. Such leave shall be donated in eight (8) hour increments. In the instance where an illness or injury qualifies an employee for State Workers' Compensation, the employee's access to shared sick leave shall only be for the difference between the employee's straight-time base hourly wage and the amount paid to the employee by the State Worker's compensation benefits, to the extent of available shared sick leave, if any.

An employee who has accrued a sick leave balance of more than one hundred and ninety-two (192) hours may request that the City Manager transfer a specified amount of sick leave to

another City of Fircrest employee authorized to receive sick leave under this section. In no event may the employee request a transfer of sick leave that would result in his/her own sick leave account going below one hundred and ninety-two (192) hours.

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

ARTICLE 13 OTHER LEAVE

13.1 **Jury Duty.** Employees called to serve on a jury shall receive full pay and benefits from the City for the time missed. The employee shall be required to endorse any juror's fee for regular working days missed to the City within three (3) working days after receipt of the same. The employee may keep the jury pay for the mileage and other reimbursable personal expenses.

13.2 **Leaves Without Pay.** The City Manager may grant leaves of absence without pay in appropriate circumstances. In order to receive leave without pay, the employee must submit a written request to the City Manager. Failure to return upon the expiration date of the leave may be cause for disciplinary action up to and including discharge.

13.3 **Voting.** The City shall arrange employee's work hours to permit a reasonable time for voting in accordance with R.C.W. 49.28.120, but only if between the time an employee is informed of his/her work schedule for an election day and the election day, there is insufficient time for an absentee ballot to be secured.

13.4 **National Guard and Reserve.** Any employee who is a member of the State National Guard or any branch of the Federal Reserve Military shall be entitled to job protection, including pay and benefits, afforded by federal and state law.

13.5 **Maternity/Paternity Leave.** A maternity/paternity leave of absence shall be granted for up to eighty (80) hours, utilizing accrued sick leave or annual leave for a birth or adoption. Upon return from maternity/paternity leave, the employee shall be returned to his/her former classification and shall retain all seniority and benefits.

13.6 **Shift Changes.** Each employee may change shifts and/or rotation with another employee who is agreeable, provided, however, all shift or rotation changes must be approved by and are in the sole discretion of the Police Chief or his designee. A request for a shift or rotation change must be submitted to the Police Chief or his designee at least twenty-four (24) hours prior to the proposed shift or rotation change, subject to the Police Chief or his designee's discretion to accept a proposed shift or rotation change on shorter notice.

13.7 **Washington Paid Family Medical Leave Program.** The City will comply with the Washington State Paid Family and Medical Leave (PFML) law, Title 50A RCW. Consistent with

the Washington State Paid Family and Medical Leave (PFML) law, Title 50A RCW, leave will run concurrently with the federal Family and Medical Leave Act if both are applicable. Employees will pay through payroll deductions the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits, consistent with RCW 50A.10.030. Should the State modify PFML premiums or the percentage of premiums subject to collection through payroll deductions during the term of this Agreement, the City will modify payroll practices to reflect such statutory changes. Employees may not supplement the PFML benefits with accrued or other paid leave from the City, and will not be eligible for PFML benefits if receiving time-loss benefits through the worker's compensation system. When an employee is on leave and receiving PFML benefits from the State, the employee is deemed to be in unpaid status for purposes of the City's policies. Insurance coverage will be handled in the same manner as other unpaid leaves of absence, pursuant to the City's policy and subject to any state and federal law requirements requiring continuation of coverage.

ARTICLE 14 UNIFORMS AND EQUIPMENT

14.1 **City Provided Equipment.** The City shall provide equipment and uniforms to all employees as set forth in the Department's standard operating procedures. The City agrees that the equipment provided shall be in good working order.

14.2 **Uniform Cleaning.** The City shall provide initial alterations and cleaning of the uniforms through a local cleaning company chosen by the City. Any uniforms or equipment damaged in the line of duty, including wear, shall be replaced or repaired by the City. Employees shall bear no out-of-pocket expenses for this service, as all billing shall be done directly with the City. The exception is that "jumpsuit" uniform laundering is the responsibility of the officer.

14.3 **Personal Property.** Employees who suffer loss or damage to corrective lenses or other reasonable personal property in the line of duty will have such personal property repaired or replaced at the expense of the City, provided, any reimbursement shall be limited to the actual replacement cost. Reasonable personal property is property which is necessary to the performance of the employee's duties (i.e., glasses and watches) and which is appropriate for such usage, as determined by the City.

14.4 **Take Home Cars.** Effective as soon in 2017 as the City can obtain necessary cars, City would agree to take-home cars for those officers living within 21.0 drive miles of the Fircrest Public Safety Building with the following conditions:

1. Vehicles may be equipped with technology (e.g., global positioning systems) and the City may use such technology for disciplinary purposes.
2. Officers with take-home vehicles will have value reported as income, per IRS guidelines.
3. Officers will be personally responsible for any toll charges.

4. The vehicle shall only be used for driving directly from the employee's home to duty and return and cannot be used for any other off-duty purposes unless expressed in this contract or with the approval of the Chief of Police.

ARTICLE 15 TRAINING

15.1 **Training.** The City agrees to provide training to employees through the Washington State Criminal Justice Training Commission, their Satellite Training Programs, and other sources such as, but not limited to, the Pierce County Sheriff's Department, Tacoma Police Department, and the Washington State Patrol Training Divisions. The City, in its discretion, agrees to provide such training as it determines is reasonable to increase the employee's knowledge, skills, and abilities to perform the job. For such training, the City agrees to pay all fees and tuition, lodging, and meals (if applicable) incurred by attending such training.

15.2 **Continuing Education.** The City shall set aside \$8,500 per fiscal year to reimburse employees for qualifying school/college tuition expenses. At the City's sole discretion, additional funds may be set aside for continuing education purposes. The City shall reimburse expenses to employees for any formal study course given in any accredited school or college provided the course is related to the employee's work and will increase his/her knowledge, skills, and abilities to perform the work. Time spent in attendance to these courses shall be considered employee's personal time and not time worked within the meaning of these rules. Reimbursements shall be made by the City for 100% of the cost of tuition at any one time. However, such reimbursement shall not exceed the prevailing rate for undergraduate tuition established by the University of Washington. Any employee shall be eligible for tuition refunds by meeting the following conditions:

1. He/she must be a regular employee, not on probationary status;
2. Prior to enrollment, the City Manager and the Police Chief must approve the employee's choice of courses and educational institution and the appropriate forms must be completed by the employee;
3. He/she must apply for the tuition refund no later than sixty (60) days following the completion of the course or course of study; and
4. He/she must complete each course with a grade of "C" (2.00) or above.

5. **Education Incentive**

In addition to monthly rates of pay, an officer will receive a monthly premium of \$50.00 for an Associate's Degree and \$100.00 for a Bachelor's Degree in the following approved fields of job-related studies: Criminal Justice, Sociology, Psychology, Police Science, Political Science, Communications or Public Administration. The City shall recognize existing degrees currently held by those officers employed on the date of approval of this labor agreement by both

parties. An employee shall only be eligible for either the Associate's Degree or Bachelor's Degree educational incentive, not both. Payment of the educational incentive shall commence when the employee submits to the City Manager or designee proof of having received such a degree from an accredited university or college. Employees as of the date of approval of this agreement who have submitted the required proof of a degree within 60 days of approval of this labor agreement shall receive education incentive pay effective January 1, 2007.

ARTICLE 16
HEALTH AND WELFARE

16.1 Medical Insurance.

The City shall pay ninety percent (90%), and the employee shall pay ten percent (10%), through payroll deduction, of the medical insurance premium for the employee, spouse, and dependent child(ren), as determined eligible by plan definition for the following:

Association of Washington Cities Employee Benefit Trust/Washington Physicians Service **(AWC HealthFirst 250 and AWC High Deductible Health Plan)**.

16.2 Dental Insurance. The City shall pay 100% of the premium amount for dental insurance for the employee, spouse, and dependent child(ren), as determined eligible by the Plan definition, for the following:

Association of Washington Cities Employee Benefit Trust/Washington Dental Service dental care plan, plus orthodontia amendment for adults and dependent children, Program #177 - Plan F. (Existing dental plan including existing options and any other options added or deleted by the provider during the term of this Agreement.)

16.3 Life Insurance. The City shall provide life insurance for each employee with a face value of one times the employee's base yearly salary rounded to the nearest One Thousand Dollars (\$1,000.00), plus the dollar value of the accrued sick leave, as of January 1 each year, rounded to the nearest One Thousand Dollars (\$1,000.00), up to a total benefit of \$150,000. The City may provide the term insurance policy either through self-insurance or through any insurance company approved by the Washington State Insurance Commissioner.

16.4 Disability Insurance. The City shall pay for all costs in obtaining and maintaining disability insurance, as provided through the Washington Council of Police Officers, at the Basic Plus Plan Level, excluding dues and membership fees required by WACOPS.

16.5 Vision and Hearing Care. The City shall pay 100% of the premium amount for vision insurance for the employee, spouse, and dependent child(ren), as determined eligible by the plan definition, for the following:

Association of Washington Cities Employee Benefit Trust/VSP-Plan B \$0-Copay Vision Plan (VSP). (Existing vision plan including existing options and any other options added or deleted by the provider during the term of this Agreement.)

16.6 Physical Fitness. As provided in the annual budget, the City may, in its discretion, compensate, or reimburse, employees for all or part of the cost of an approved fitness program, club, or organization. Such compensation shall not exceed Twenty-five Dollars (\$25.00) per month, per employee, but in no event shall exceed the amount, if any, provided for by the Council in its annual City budget. In the event that non-represented employees are provided reimbursement for the cost of an approved fitness plan in excess of Twenty-five Dollars (\$25.00), Guild employees will be provided the same reimbursement as non-represented employees.

16.7 Employee Assistance Program. As provided in the annual budget, the City may pay the costs involved to continue the participation of each employee in an approved Employee Assistance Program.

16.8 Effect of Federal Legislation. If the federal government passes legislation that changes the health insurance industry in a manner that has more than a de minimis effect on the provision of health insurance pursuant to Article 16 of this Agreement, either party may re-open Article 16 to bargain regarding those changes.

ARTICLE 17 RETIREMENT

17.1 Retirement Plan. The City shall participate in the state-wide system for pension, relief, disability, and retirement for qualified employees as provided by the laws of the State of Washington. (LEOFF Plan I and Plan II, or other system used under the portability provisions of the systems).

17.2 Deferred Compensation Plan. The City offers two (2) voluntary deferred compensation plans: Hartford and ICMA Retirement Corp. Employees may make contributions pursuant to the Plan provisions.

ARTICLE 18 WORKER'S COMPENSATION

18.1 Worker's Compensation Coverage. The City will provide Washington State Worker's Compensation or equivalent to employees. Any employee who is collecting Workers Compensation temporary disability benefits as a result of an on the job injury or illness shall receive sick leave benefits to supplement such Workers' Compensation benefits in an amount sufficient to equal the employee's regular rate of pay during the period of temporary disability, provided, however, such supplementary benefits shall not be paid in excess of the accrued sick leave credited to the employee. Once eligibility for payment under Worker's Compensation has been approved by the State, the employee shall endorse his/her state benefit check to reimburse

the City for wages paid during the employee's absence and such endorsement shall cause reinstatement of hours to employee's sick leave accrual balance. LEOFF I system employees are provided worker's compensation as defined by RCW 41.26.

ARTICLE 19
LIABILITY AND INDEMNITY

19.1 **Liability and Indemnity.** The City shall indemnify, defend and hold harmless any employee, his spouse and/or marital community, who is named as a defendant in a lawsuit for alleged acts or omissions of the employee made in good faith during the course and in the scope of City employment, however, this protection shall only apply after the time written notice is given to the City Attorney by the employee or the Guild that the employee has been named as a defendant in the lawsuit. This indemnity, defense and hold harmless protection shall not apply to a criminal complaint or to complaints based upon intentional tort or willful and wanton acts.

ARTICLE 20
GRIEVANCE PROCEDURE

20.1 **Grievances.** A grievance shall be defined as any complaint by an individual employee, or the Guild, arising from the interpretation or application of this Agreement. Grievances relating to discipline, suspension, demotion, or discharge of regular employees shall be pursued, at the election of the employee, in accordance with the Rules and Regulations as adopted by the Fircrest Civil Service Commission or under grievance procedures hereafter set forth, but not both.

20.2 **Settlements Preferred.** Every effort will be made by both parties to settle a dispute at the lowest level of supervision possible prior to reducing the dispute to a formal grievance. Any resolution of a dispute at this level must be consistent with the terms of this Agreement.

20.3 **Step One.** The aggrieved employee, or the Guild, shall submit a written grievance to his/her immediate supervisor within ten (10) calendar days of the occurrence which gave rise to the grievance or when the employee should have reasonably had first knowledge of the grievance. Response from this supervisor shall be made in writing and delivered to the employee within five (5) calendar days of receipt of the original grievance. If there is no response within the five (5) days the grievance shall be deemed denied, and may then be advanced to the next step.

20.4 **Step Two.** If there is no response or satisfaction at step one, the employee, or the Guild, may submit the written grievance to the Police Chief within ten (10) days of the denial in step one. The Police Chief shall respond in writing and deliver such response to the employee within five (5) calendar days of receipt of the written grievance. If there is no response within five (5) days, the grievance shall be deemed denied and may be advanced to the next step.

20.5 **Step Three.** If there is no response or satisfaction at step two, the employee, or the Guild, may submit the written grievance to the City Manager, within ten (10) calendar days of

the denial in step two. The City Manager shall respond in writing and deliver such response to the employee within thirty (30) calendar days of receipt of the written grievance. If there is no response within thirty (30) calendar days, the grievance shall be deemed denied and may be advanced to the next step.

20.6 **Step Four.** If there is no response or satisfaction at step three, the Guild may seek arbitration through the Washington State Public Employment Relations Commission by mailing a request for arbitration and a list of seven (7) arbitrators within ten (10) calendar days of the denial in step three. The decision at this step shall be binding, and final, to both parties. The parties shall alternately strike names until one name remains on the list. The remaining person shall be the arbitrator. The order of striking names shall be determined by a coin toss. The arbitrator shall render a written decision which shall be final and binding on all parties. The power and authority of the arbitrator is strictly limited to the interpretation and/or application of the express provisions of this Agreement. The arbitrator shall have no power to add to, subtract from, alter, amend, or change any provision of this Agreement. Each party shall bear the cost of its own representation and presentation of their case. The Arbitrator's fee and costs shall be paid equally by the parties.

20.7 **Time Limits.** Time limits referred to in this Article must be strictly adhered to unless waived by the mutual consent of both parties in writing. It is the intent of the parties that all procedures set forth herein shall be complied with as expeditiously as practicable. The failure of the grieving party to timely process the grievance pursuant to the time limits herein shall be deemed a waiver of the right to proceed with the grievance.

20.8 **Contents of Grievance.** Any written grievance shall contain: the employee's name, date the action causing the grievance occurred, an explanation of the specific action which causes the grievance, identification of the specific Articles and/or sections of this Agreement alleged to have been violated, or identification of the specific policies of the Policy manuals, and the specific remedy requested by the employee.

ARTICLE 21 DISCIPLINE AND DISCHARGE

21.1 Discipline and discharge shall be only for just cause.

21.2 **Guild and Employee Rights.** The employee or JW3 the Guild shall have the right to process any disciplinary action as a grievance through the grievance procedure, except for employees serving an initial probationary period or extension of an initial probation period.

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

21.3 **Notice and Opportunity to Respond.** Upon reaching the conclusion that just cause exists to discipline an employee with a reassignment (with economic impact), or a suspension

without pay, or a demotion, or discharge, the Chief of Police or designee shall provide the employee and the Guild, if requested by the employee, with the following prior to the administration of discipline:

1. A copy of all materials a part of or related to the investigation upon which the allegation(s) or charge(s) are based;
2. The directives, policies, procedures, work rules, regulations or other order of the City that allegedly was violated and how these were violated;
3. What disciplinary action is being considered.

21.3.1 Employee's Response. The affected employee or the Guild, if requested by the employee, shall have the opportunity to respond to the allegation(s) or charge(s) orally or in writing, normally within forty-eight (48) hours of receiving the information and materials provided by the City in Section 21.3 above and to do so prior to the Pre-Disciplinary meeting, provided the employee or the Guild may request a reasonable extension of time to respond, which request will not be unreasonably denied by the Chief or his designee.

21.3.2 Pre-Disciplinary Meeting. An opportunity to respond to the allegation(s) or charge(s) shall occur at a Pre-Disciplinary meeting conducted and presided over by the Chief of Police or designee, who shall have the authority to impose or to recommend the proposed disciplinary action. Reasonable advance notice of this meeting, its time and place shall be given to the employee and the Guild, if requested by the employee. This meeting shall be informal. The employee shall be given a reasonable opportunity to be heard, to respond to the allegation(s) or charge(s), and to have the responses considered prior to the imposition of discipline.

21.3.3 City's Decision. Within a reasonable time, the Chief of Police or designee shall issue a written decision imposing discipline, exonerating the employee, or taking such other action deemed appropriate.

21.4 Investigative Interviews/Internal Affairs Investigations. The interview of a suspect employee concerning action(s) or inaction(s) which, if proved, could reasonably lead to a reassignment (with economic impact), suspension without pay, demotion, or discharge for that employee, shall be conducted under the following conditions and procedures:

1. If an employee is considered a suspect, at a reasonable time in advance of the investigative interview, the suspect employee shall be informed in writing, with a copy to the Guild, if requested by the employee, of the nature of the investigation; the name of the complainant, the specific allegations related thereto; and the policies, procedures and/or laws that form the basis for the investigation; and shall be advised that an opportunity to consult with a Guild representative and/or legal representative will be afforded prior to the interview.

2. The requirements of Section 21.4.1 of this Section 21.4 shall not apply if (1) the suspect employee is under investigation for violations that are punishable as felonies or misdemeanors under law, or (2) in the discretion of the Chief or designee, notices to the suspect employee would jeopardize the administrative investigation.

3. The suspect employee shall have the right to have a Guild representative present during any interview which may reasonably result in a reassignment (with economic impact), suspension without pay, demotion, or discharge of the suspect employee. The opportunity to have a Guild representative present at the interview or the opportunity to consult with a Guild representative shall not unreasonably delay the interview. However, if the interview begins with the consent of the suspect employee in the absence of a Guild representative, but during the interview, the suspect employee concludes that assistance is required by reason of increasing seriousness of the disciplinary problem, the suspect employee shall be allowed a reasonable time in which to obtain a Guild representative.

4. To the extent reasonably possible, all interviews under this Section shall take place at Police Department facilities.

5. The City may schedule the interview outside of the employee's regular working hours, however, in that event, the appropriate overtime rate shall be made to the employee.

6. The employee shall be required to answer any question concerning a non-criminal matter under investigation and shall be afforded all rights and privileges to which the employee is entitled under State or Federal laws.

7. The employee shall not be subject to coercion, nor shall interrogator(s) make promises of rewards or threats of harm as inducements to answer questions.

8. During an interview, the employee shall be entitled to such reasonable intermissions as the employee may request for personal physical necessities.

9. All interviews shall be limited in scope to activities, circumstances, events, and conduct that pertain to the action(s) or inaction(s) of the employee that is the subject of the investigation. Nothing in this Section shall prohibit the City from questioning the employee about the information that is developed during the course of the interview.

10. If the Police Department tape records the interview, a copy of the complete tape-recorded interview of the suspect employee, noting the length of all recess periods, shall be furnished to the employee upon the suspect employee's written request. If the interviewed suspect employee is subsequently charged with misconduct, upon the written request of the suspect employee or the Guild, the City shall provide a complimentary copy of any tapes to the Guild on behalf of the employee.

11. Interviews and Internal Affairs investigations shall be concluded without unreasonable delays.

12. The employee shall be advised within a reasonable period of time, in writing, with a copy to the Guild, if requested by the employee, of the results of the investigation and what future action, if any, will be taken regarding the matter investigated.

13. This Article is not intended to limit the Police Department's ability to conduct a fair and comprehensive investigation nor impose unreasonable time limits upon the conduct of such investigation.

ARTICLE 22 BARGAINING PROCESS

22.1 **Impasse.** In the event the parties feel the bargaining process is at an impasse, mediation may be sought through the Washington State Public Employee's Relation Commission.

ARTICLE 23 COMPLETE AGREEMENT

23.1 **Complete Agreement.** The parties agree this document is a complete agreement.

23.2 **No Waiver Implied.** The failure of the Guild or the City to enforce any of the provisions of this Agreement or exercise any of the rights reserved to them, or to exercise any such rights in a particular manner, shall not be deemed a waiver of either party to insist upon full performance of such rights in the future.

ARTICLE 24 SAVINGS CLAUSE

24.1 **Supervening Illegality.** Should any provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation shall not invalidate the remaining portions of this Agreement, and the remaining portions shall remain in full force and effect. The parties agree to meet and negotiate whether by mutual consent such invalid provision should be amended or replaced.

24.2 **Continuation.** In the event a new Agreement cannot be agreed upon by both parties upon the expiration of this Agreement, this Agreement shall remain in full force and effect until such time as a new Agreement can be reached and agreed upon.

ARTICLE 25
DURATION

25.1 **Duration.** The effective dates of this Agreement shall be from January 1, 2021, through December 31, 2025.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of _____ 2020.

CITY OF FIRCREST

FIRCREST POLICE GUILD

By: _____
Scott Pingel, City Manager

By: _____
Chris Roberts, Guild President

Attest:

By: _____
City Clerk

By: _____
Guild Secretary-Treasurer

APPENDIX A

SALARIES

Effective January 1, 2021*

SALARY STEPS

Job Title	A 1 Yr	B 1 Yr	C 1 Yr	D 1 Yr	E 1 Yr	F 1 Yr
Entry Police Officer	\$4,969					
Police Officer	\$5,601	\$5,882	\$6,176	\$6,484	\$6,808	\$7,149
Police Sergeant	\$6,367	\$6,686	\$7,020	\$7,371	\$7,740	\$8,127

*Includes 0% COLA

Effective January 1, 2022, the current actual base rate of the Police Officer and Police Sergeant shall be increased 100% Seattle-Tacoma-Bellevue CPI-W, June to June.

Effective January 1, 2023, the current actual base rate of the Police Officer and Police Sergeant shall be increased 100% Seattle-Tacoma-Bellevue CPI-W, June to June.

Effective January 1, 2024, the current actual base rate of the Police Officer and Police Sergeant shall be increased 100% Seattle-Tacoma-Bellevue CPI-W, June to June.

Effective January 1, 2025, the current actual base rate of the Police Officer and Police Sergeant shall be increased 100% Seattle-Tacoma-Bellevue CPI-W, June to June.

Premium Pay. In addition to the above salaries, the employee shall receive 3% of his/her base wage rate during the time that they are actually performing the assigned duties of Field Training Officer, Firearms Instructor, Crime Prevention Officer, or Defensive Tactics Instructor.

An employee assigned as a Detective/Investigator for the Police Department shall receive an additional 2.5% to his/her base wage rate for all hours worked while assigned as a Detective/Investigator.

Step Progression. An employee shall enter the salary step system at Step A, advance to Step B upon successful completion of the probation period, and one-year continuous service. All other step advances will occur annually. Police Officers promoted to Sergeant shall be placed on the lowest Salary Step for Sergeant which represents a salary increase. Any other provisions of this Agreement notwithstanding, the City may, in its discretion, start lateral hires or the Sergeant at

any salary step, other than the entry-level step. In addition, the City reserves the right to place or move an employee to a higher salary step, regardless of years of service with the City.

For payroll purposes and for the computation of hourly rates, the monthly salary of said positions shall be multiplied by twelve (12) and then divided by two thousand eighty (2080) hours to determine the corresponding regular rate of pay.

Longevity Pay Longevity pay shall be added to each employee's base monthly pay as follows:

After 5 years = 2%

After 10 years = 3%

After 15 years = 4%

After 20 years = 5%

For example, an employee with 17 years of service is eligible for 4% longevity pay added to the employee's base monthly pay.

Appendix B

Shift Schedule

Full staff	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Day shift A	0630-1630	0630-1630	0630-1630	Off	Off	Off	0630-1630
Day shift B	Off	Off	0630-1630	0630-1630	0630-1630	0630-1630	Off
Sgt A (Cover)	0900-1900	0900-1900	0900-1900	Off	Off	Off	0900-1900
Cover shift B	Off	Off	0900-1900	0900-1900	0900-1900	0900-1900	Off
Swing shift A	1600-0200	1600-0200	1600-0200	Off	Off	Off	1600-0200
Sgt B (Swing)	Off	Off	1600-0200	1600-0200	1600-0200	1600-0200	Off
Grave shift A	2100-0700	2100-0700	2100-0700	Off	Off	Off	2100-0700
Grave shift B	Off	Off	2100-0700	2100-0700	2100-0700	2100-0700	Off
Total	4	4	8	4	4	4	4

This schedule represents a fully staffed department. In case of a vacancy cover shift B will go away (see short staff schedule) until the department is back to full staffing.

Sergeant A and B will flip shifts every three months throughout the year, with the senior Sergeant choosing which cycle they want to start on. This will only occur one time, and they will remain on that cycle until there is some change in seniority (i.e.: the senior Sergeant retires or resigns, etc, and the junior Sergeant becomes the senior Sergeant).

Short staff	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Day shift A	0630-1630	0630-1630	0630-1630	Off	Off	Off	0630-1630
Day shift B	Off	Off	0630-1630	0630-1630	0630-1630	0630-1630	Off
Sgt A (Cover)	0900-1900	0900-1900	0900-1900	Off	Off	Off	0900-1900
Swing shift A	1600-0200	1600-0200	1600-0200	Off	Off	Off	1600-0200
Sgt B (Swing)	Off	Off	1600-0200	1600-0200	1600-0200	1600-0200	Off
Grave shift A	2100-0700	2100-0700	2100-0700	Off	Off	Off	2100-0700
Grave shift B	Off	Off	2100-0700	2100-0700	2100-0700	2100-0700	Off
Total	4	4	7	3	3	3	4

Appendix C

Seniority Based Rotation

Year 1						Year 2					
Jan-Mar	Mar-Apr	Apr-Jun	Jun-Aug	Aug-Oct	Oct-Dec	Jan-Mar	Mar-Apr	Apr-Jun	Jun-Aug	Aug-Oct	Oct-Dec
1	2	3	4	6	5	6	1	1	2	3	4
2	1	1	1	5	1	1	2	2	1	1	1
3	3	2	2	4	2	2	3	3	3	2	2
4	4	4	3	3	3	3	4	4	4	4	3
5	5	5	5	2	4	4	5	5	5	5	5
6	6	6	6	1	6	5	6	6	6	6	6
Year 3						Year 4					
Jan-Mar	Mar-Apr	Apr-Jun	Jun-Aug	Aug-Oct	Oct-Dec	Jan-Mar	Mar-Apr	Apr-Jun	Jun-Aug	Aug-Oct	Oct-Dec
6	5	6	1	1	2	3	4	6	5	6	1
5	1	1	2	2	1	1	1	5	1	1	2
4	2	2	3	3	3	2	2	4	2	2	3
3	3	3	4	4	4	4	3	3	3	3	4
2	4	4	5	5	5	5	5	2	4	4	5
1	6	5	6	6	6	6	6	1	6	5	6

In the event of a vacancy in the Department, the shifts that were covered by the member that is no longer employed or otherwise vacant from the schedule, the rotation again becomes open for the remainder of the two-year rotation for the vacant shifts. The bid would be open for the officers that had bid after the departing officer.

Until the vacancy is filled the cover shift that is opposite the Sergeant will be eliminated and the officers that bid for that cover shift shall work the vacant shift. Within two weeks of the Department having knowledge that an officer is departing or has departed; a new bid shall take place for the rest of the rotation using the above formula. Once the Department is up to full staff the cover shift will be re-implemented and again, within two weeks, a new bid using the above formula shall take place for the remainder of the two-year rotation.