

2014-2016 LABOR AGREEMENT
between
CITY OF EVERETT, WASHINGTON
and
EVERETT POLICE OFFICERS ASSOCIATION

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ARTICLE 1 - AGREEMENT

1.1 General.

- 1.1.1** The covenants contained herein constitute an agreement between the Everett Police Officers Association, hereinafter referred to as the ASSOCIATION, and the City of Everett, hereinafter referred to as the CITY, governing wages, hours and working conditions of employment for employees within the Association's bargaining unit.

ARTICLE 2 - PURPOSE

2.1 General.

2.1.1 The purpose of this agreement is to increase the general effectiveness of the Police Department and to maintain harmonious relations between the City and members of the Association, and further, to promote the morale and protect the rights and privileges, well-being and security of the Association members. To accomplish the foregoing, the parties hereto agree to the following articles within this contract.

ARTICLE 3 - RECOGNITION

3.1 Sole Bargaining Agent.

3.1.1 The City recognizes the Association as the sole bargaining agent for the purpose of establishing salaries, wages, hours and working conditions of employment for all commissioned members of the Everett Police Department up to and including the rank of sergeant, excluding the Chief of Police, appointive officers, Captains and Lieutenants.

ARTICLE 4 - ASSOCIATION SECURITY

4.1 Union Shop.

- 4.1.1** All employees covered by this Agreement shall, within thirty-one (31) days after employment with the City become members of the Association and shall thereafter tender dues and initiation fees uniformly required as a condition of membership. Such employees, who through the right of non-association, based on bona-fide religious tenets and teachings of a church or religious body of which such employee is a member, shall comply with RCW 41.56.122. Bargaining unit employees who elect to pay an agency fee to the Association in lieu of joining that body shall pay to the Association an amount equivalent to members' dues, fees and assessments as may be limited by law.

ARTICLE 5 - DUES CHECK OFF

5.1 General.

5.1.1 Upon receipt of a written and signed form from the employee authorizing payroll deduction, the City shall each month deduct Association dues and assessments from the employee's wages in the manner prescribed by law. The amount so deducted shall be mailed each month to the Association.

5.1.2 The Association agrees to indemnify, defend and hold the City harmless against any and all claims, suits, orders and judgments brought against the City as a result of any payroll deduction made on the Association's behalf. Payroll deduction errors shall be adjusted within thirty (30) days after they become known and the Association, any employee, or the City shall refund to the other any amounts paid, received, or incorrectly withheld in error.

ARTICLE 6 - MANAGEMENT RIGHTS

6.1 General.

6.1.1 Except as otherwise specifically provided in this Agreement, 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 "rights of management" includes:

1. The determination of Police Department policy, including the right to manage the affairs of the Police Department.
2. The right to assign working hours to individual members including overtime.
3. The right to establish, modify or change work schedules for each individual member.
4. The right to assign shifts and work locations and revise shift schedules for each individual member.
5. The right to direct members of the Police Department, including the right to hire, promote, transfer, discipline or discharge employees.
6. 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 ranks based on duties assigned.
7. The selection, promotion, or transfer of police officers to supervisory or other managerial positions.
8. The allocation and assignment of work to officers within the Police Department.
9. The determination of policy affecting selection or training of police officers.
10. The scheduling of operations and determination of the number and duration of hours of assigned duty per week for each individual member.
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 uniform classified service of the Police Department.

13. The introduction of new, improved or different methods and techniques of operation of the Police Department or of changes in existing methods and techniques.
14. The right to determine the need for additional educational courses, training programs, on-the-job training, class training, and to assign employees to such duties for periods to be determined by the City.
15. The determination of the number of ranks and the number of employees within each rank.
16. The determination of the amount of supervision necessary.
17. The right to change any policy, procedure or practice unless specifically limited by this Agreement.

ARTICLE 7 - POLICY CHANGES

7.1 Notification.

- 7.1.1** The City agrees that there will be no changes in policy affecting the Police Department without notifying the Association in writing. This notification is to take place at least five (5) working days prior to implementation, unless an emergency should exist.

ARTICLE 8 - INTERNAL INVESTIGATIONS

- 8.1 General.
- 8.1.1 Any Association member who will be interviewed concerning an act, which, if proven, could reasonably result in disciplinary action against him or her will be afforded the following safeguards:
- 8.1.1.1 Members shall be notified, in writing, that they have become the subject of an internal investigation and of the allegations. Except that such notification may not occur when, in the opinion of the Chief of Police or designee, such notification would clearly tend to impair and/or impede a thorough, fair, and factual investigation of a particular complaint.
- 8.1.1.2 At a reasonable time prior to any investigatory interview, and with not less than 48 hours notice, the member will be informed in writing the nature of the allegation and afforded the opportunity to consult with an Association representative. The member shall be allowed a reasonable amount of time to secure the presence of an Association representative and to have an Association representative present during the interview, so long as the delay shall not unduly obstruct the City's ability to conduct its investigation. The Association representative will not unduly interfere in the interview. These restrictions on the Association's representative's role in no way limit the Association's right to present other evidence to the City at other phases of the investigation, after the conclusion of questioning.
- 8.1.1.3 To the extent reasonably possible, interviews shall take place at Police Department or City facilities.
- 8.1.1.4 The City shall make reasonable good faith effort to conduct these interviews during the member's regularly scheduled shift or normal business hours, except for emergencies or where interviews can be conducted by telephone. Where a member is working on the night shift, the interview can be scheduled contiguously to the member's shift.
- 8.1.1.5 The member will be required to answer all questions, except for those involving criminal conduct of the member if the member has been informed that criminal charges may be filed against him or her.
- 8.1.1.6 All interviews shall be limited in scope to activities, circumstances, events, conduct, acts or background which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the City from questioning the member about information which is developed during the course of the interview.
- 8.1.1.7 If the City records the interview, a copy of the recording of the complete interview of the member shall be furnished, upon request, to the member. If the interviewed employee is subsequently disciplined and any part of

any recording is transcribed by the City, the member shall be given a complimentary copy thereof. The Association shall be allowed to record the interview with the permission of the Chief of Police.

- 8.1.1.8 The member shall be advised of the results of the investigation and any further action to be taken on the incident.
- 8.1.2 When the investigation results in discipline and the matter is grieved, the Association will be furnished with a complete copy of the City's investigation file, unless limited by law.
- 8.1.3 This article shall not apply to investigations of criminal conduct by the member, unless the City has informed the member that the member's statements shall not be used in any criminal proceedings.

ARTICLE 9 - GRIEVANCES

9.1 Definition.

9.1.1 Grievance is defined as an alleged violation, misinterpretation, misrepresentation, or misapplication of the terms of this agreement. All grievances and responses from the grievance procedure shall be put in writing, setting forth the facts, section of Agreement violated, and remedy sought.

9.1.2 Time periods between grievance steps may be extended by written mutual agreement of both parties.

9.2 Procedure.

9.2.1 An Employee who believes he/she has a grievance as defined herein, except a discipline or discharge grievance, shall present the grievance in writing within fifteen (15) working days of the alleged grievance to the employee's supervisor who shall attempt to resolve it within seven (7) work days after it is presented to the supervisor. A copy of the signed grievance will also be provided to the Association. The grievance shall state the section of the agreement violated, the nature of the case as seen by the grieving party, and the remedy sought. If the grievance is not presented to the employee's supervisor within fifteen (15) working days, the grievance will be deemed to have been waived.

9.2.1.1 A grievance arising out of disciplinary action or discharge shall be presented in writing directly to the Police Chief within fifteen (15) working days of the alleged grievance in accordance with section 9.3.1 below. The grievance shall state the section of the agreement violated, the nature of the case as seen by the grieving party, and the remedy sought.

9.2.2 Working days will be defined as those days Monday through Friday, inclusive, and will not count officially recognized holidays.

9.3 Responses and Time Limits.

9.3.1 If either the employee or the Association is not satisfied with the supervisor's response, the grievance may be presented to the Police Chief within fifteen (15) working days after receipt of the supervisor's response in step 1. The Chief of Police or designee may meet with the grievant(s) and the Association concerning the grievance within seven (7) working days and shall respond to the grievance within fifteen (15) working days following receipt of the grievance or the date of the meeting, whichever is later. Upon the completion of this timeframe if the issue has not been resolved, the Association shall have five (5) working days to submit the grievance to the Mayor.

9.3.2 The Mayor or designee shall respond to the grievance within ten (10) working days. If the Association elects to arbitrate, the Association shall give written

notice to the City of its intent to arbitrate within thirty (30) working days of the Mayor's response.

9.3.3 Whenever the employer fails to respond within the time limits set forth in this section, the grievance will automatically advance to the next step. Only the signatory parties may submit grievances to arbitration.

9.3.4 The Everett Police Officers Association shall be the exclusive representative of any aggrieved employee. Pursuance of any and all grievances shall be determined exclusively by the Association in conjunction with the procedures established in this Agreement. Any decision by the Association to terminate the pursuance of a grievance shall be final and binding upon the aggrieved member; provided that nothing herein shall be construed so as to limit an employee's right to resolve employment issues in accordance with RCW 41.56.080.

9.4 Arbitration of Grievances.

9.4.1 The City and Association representatives will discuss the appointment of an arbitrator within ten calendar days after the notification of appeal. If they cannot agree on the arbitrator, they shall submit a request to the Federal Mediation and Conciliation Service for a listing of seven (7) professional arbiters whose principle residence is Washington or Oregon and who are members of the National Academy of Arbitrators. The City and the Association representatives will take turns striking names off the list until only one (1) person remains on the list. A coin flip shall determine whether the City representative or the Association representative will strike the first name on the list. The Arbitration Committee shall observe the timeframes provided within the Rules for Voluntary Arbitration of the American Arbitration Association. The cost of arbitration shall be borne equally by both parties, and each party shall pay its respective representatives' or attorneys' fees. The City and the Association agree that the decision of this committee shall be final and binding upon both parties.

9.4.2 The arbitrator shall render his/her decision solely based on the interpretation and application and provisions of this Agreement. Neither the arbitrator nor any other person or persons involved in the grievance process shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.

9.4.3 All time limits in this procedure shall be maximum.

ARTICLE 10 - ASSOCIATION LEAVE

- 10.1 Association Leave Bank.
 - 10.1.1 The City will establish and maintain an Association leave bank for the purpose of ensuring that Association officers, duly appointed representatives of the Association, or bargaining unit employees designated by the President of the Association are able to attend conventions, training, seminars, meetings, etc. with no loss of pay or benefits and at no cost to the City.
 - 10.1.2 The Association leave bank will be funded by each bargaining unit member donating/transferring a maximum of 4 hours of vacation time each year from their personal vacation leave banks into the Association's leave bank.
 - 10.1.3 The City will deduct the hours in January of each year from the personal vacation leave bank of each bargaining unit member employed in January of each year.
 - 10.1.4 If there are any hours remaining in the Association's leave bank on December 31 of any year, each bargaining unit member's contribution for the next year will be reduced proportionately in that year so that the total number of hours in the Association leave bank will not exceed 684 hours.
 - 10.1.5 Hours in the bank will be used at the discretion of the Association Executive Board.
 - 10.1.6 The City agrees to allow time off with pay from the Association leave bank not to exceed five (5) working days for a single function. A request for such time off must be made in writing to the Chief of Police, signed by the Association President, at least five (5) working days prior to the requested time off.
- 10.2 City Leave Bank for Association Business.
 - 10.2.1 The City will grant a reasonable amount of paid time off for Association business that will not count against the Association leave bank. The purpose of such release time must be limited to matters that directly involve the administration of the Agreement, such as labor management meetings, the processing and adjustment of grievances, and negotiations regarding changes to the existing Agreement.
 - 10.2.2 The allowable aggregate of such paid time off for the Association shall not exceed two hundred and forty (240) hours in one (1) calendar year. No unused time off shall be carried over into the following year.
 - 10.2.3 Up to three (3) members of the Association will be released, if working, for all meetings between the Association and the City for the purpose of negotiating the terms of the contract. The three (3) members will not have to charge against a bank. Any additional team members, if working, would charge against the bank. All release time must be in compliance with 10.3.1.

10.2.4 Not charged against a leave bank will be the release of Association officials for other functions at the express request of the City.

10.3 Leave Request.

10.3.1 For any release time under Article 10, a request must be made in writing to the Chief of Police, signed by the Association President, at least five (5) working days prior to the requested time off.

Such time off shall be granted if:

- A. The City is able to properly staff the employee's job duties during the time off (this includes Operations, Investigations and Services); and
- B. The wage cost to the City is no greater than the cost that would have been incurred had the Association officer not taken time off.

ARTICLE 11- SALARY SCHEDULE

11.1 2014 Salary Schedule.

11.1.1 Effective January 1, 2014, the 2013 monthly salary schedule for the Association shall be increased by 2.25% as follows:

2014 Schedule:				
Classification <u>Title</u>	Range <u>No.</u>	Third <u>Class</u>	Second <u>Class</u>	First <u>Class</u>
MONTHLY RATE				
Police Officer	03-021	5,178	5,670	6,785
Sergeant	03-012			8,484

Salary progression intervals are twelve (12) months between steps.

11.2 2015 Salary Schedule.

11.2.1 Effective January 1, 2015, the 2014 monthly salary schedule shall be increased by 3.25% as follows:

2015 Schedule:				
Classification <u>Title</u>	Range <u>No.</u>	Third <u>Class</u>	Second <u>Class</u>	First <u>Class</u>
MONTHLY RATE				
Police Officer	03-021	5,346	5,854	7,006
Sergeant	03-012			8,760

11.3 2016 Salary Schedule.

11.3.1 Effective January 1, 2016, the 2015 monthly salary schedule shall be increased by 3.50% as follows:

2016 Schedule:				
Classification <u>Title</u>	Range <u>No.</u>	Third <u>Class</u>	Second <u>Class</u>	First <u>Class</u>
MONTHLY RATE				
Police Officer	03-021	5,533	6,059	7,251
Sergeant	03-012			9,067

11.4 Pension Fund.

In lieu of FICA contributions, the City will continue to match contributions made by Association members into the City-sponsored Section 457 Deferred Compensation Program.

Effective January 1, 2010, the maximum contribution shall be one hundred fifty dollars (\$150.00) monthly. The City's match shall be paid up to sixty nine dollars and twenty three cents (\$69.23) bi-weekly.

ARTICLE 12 - LONGEVITY AND COLLEGE INCENTIVE

12.1 General.

- 12.1.1 The City is favorable toward the principle and approves of longevity pay and college incentive pay as part of its salary budget. Officers shall have the option of receiving either one, but not both of the following:

LONGEVITY

After the completion of 4 years	2.0% per month additional
After the completion of 8 years	3.5% per month additional
After the completion of 12 years	5.5% per month additional
After the completion of 16 years	7.0% per month additional
After the completion of 20 years	9.0% per month additional
After the completion of 24 years	11.0% per month additional
After the completion of 28 years	13.0% per month additional

COLLEGE INCENTIVE

45 credits (one year)	2.0% per month additional
90 credits (two years)	3.5% per month additional
135 credits (three years)	5.5% per month additional
B.A. or B.S. Degree	7.0% per month additional
Master's Degree	9.0% per month additional
Ph.D. or Doctorate	11.0% per month additional

- 12.1.2 College incentive pay will be based on transcripts or other reports from accredited colleges, universities or approved training schools provided by the officer. A joint committee of the Association and the City will approve the transcripts and reports and approve credits to be assigned for college incentive pay. A report of this committee shall be placed in each officer's personnel file.

- 12.1.3 College incentive pay may not be received during the initial twelve (12) month probationary period.

12.2 Calculation.

- 12.2.1 Longevity or college incentive pay will be calculated on the base pay of a First Class Police Officer and added to the base pay of those positions contained in Article 12.

ARTICLE 13 - SPECIALTY PAY

13.1 Specialty Pay.

13.1.1 All members of the rank of Police Officer who are assigned to the special additional duties enumerated in Section 13.2 of this Agreement shall receive additional pay. This amount is to be paid along with regular pay on each regularly scheduled pay period. Those members of the rank of Sergeant or higher will not receive specialty pay.

Any member not performing full performance specialty duties due to an off-the-job illness or injury of more than thirty (30) days shall not receive the additional pay.

13.1.2 In order to qualify for the additional compensation enumerated in Section 13.2 of this Agreement, the officer must be trained in the specialty to the satisfaction of the Chief of Police and must maintain skill levels as determined by the Chief of Police.

13.1.3 Assignments and disassociation for operational reasons, to the special additional duties as enumerated in this Article, shall rest in the sole discretion of the Chief of Police. Disassociation from specialty assignments for disciplinary reasons shall be subject to the grievance procedure.

13.1.4 Members who are assigned to more than one (1) special additional duty shall not receive specialty pay for more than one specialty.

13.1.5 It is agreed that any reference to specialty pay in no way guarantees that the additional compensation set forth herein shall be integrated into the current civil service classification system.

13.2 Specialty Categories.

13.2.1 Specialty assignments to be paid 4% above the first class officers Base Monthly Wage, include:

Bomb Technicians
Tactical Team Members
Dive Team Members
*Canine Handlers
Hostage Negotiators
Tactical Team Coordinators
Investigations
Motorcycle Patrol Officers
ACT Team Members
Video Forensics

Training Officer
Range Master
Background Investigations Officer
School Resource Officers

*Canine maintenance compensation will be the equivalent to one-half (1/2) hour per day, work days and days off inclusive. The Association and City agree that regular assigned shifts will be shortened by one (1) hour, i.e., the current twelve (12) hour shift will be changed to an eleven (11) hour shift. The one (1) hour is for one-half (1/2) hour maintenance on that work day and one-half (1/2) hour for routine maintenance days off. Therefore, canine officer(s) shall be granted three and one-half (3 1/2) hours per week for the time it is necessary for the officer to spend to care, groom, feed, maintain, transport, etc. the dog during off-duty hours. Any such non-regular duty work in excess of the above shall require advance approval from the Police Chief or his designee.

- 13.2.2 Master Police Officer specialty assignment shall be paid as follows: 10% above first class officer base monthly rate.
- 13.2.3 When an employee other than a Master Police Officer is assigned to perform Field Training Officer ("FTO") work, the employee shall receive the Master Police Officer premium (Article 13.2.2) for those hours the employee is assigned to such work.
- 13.3 Master Police Officer.
 - 13.3.1 The City and the Association agree to continue the Master Police Officer program and the City agrees to staff assignments in the Master Police Officer program on a one-to-two basis with the number of Sergeants within the Police Department. The City agrees to continue the certification process that is administered by the Police Chief or designee. Testing will be administered as may be needed to fill vacancies, but not more than once a year.
 - 13.3.2 Candidates for the Master Police Officer Program must have completed three years as a First Class Police Officer with the Everett Police Department at the time of testing.
 - 13.3.3 An assignment list will be created ranking candidates in order of score, and based upon two areas of evaluation: a written test of knowledge and an oral assessment board. Each area will be weighted equally in determining the candidates final rank. Candidates must pass the written test with a score of seventy (70) percent or higher to continue in the testing process.
 - 13.3.4 Master Police Officers will be assigned primarily as training officers, and may act as first line supervisors in the absence of a Sergeant.

ARTICLE 14 - CLOTHING ALLOWANCE

14.1 General.

14.1.1 The Police Department will initially purchase and thereafter replace the following items of clothing:

Class B working uniforms required under regulations. Replacement(s) will be made at the request of the Officer to the City, by means of requisition to the property officer. Items furnished will include helmets, hard equipment and any specialized police equipment or clothing as required by the Chief of Police.

When required, Class A dress uniforms will be furnished by the City.

14.1.2 Plainclothes officers will be reimbursed up to \$680.00 per calendar year for purchases of clothing and/or equipment necessary for the performance of the position. Reimbursement will be made only upon presentation of a receipt showing actual purchase of wearing apparel or equipment. Examples of equipment include: a flashlight, handcuff case or plainclothes holster. Final approval of equipment will be determined by the Chief of Police.

14.1.3 The City will provide contract cleaning with a local dry cleaning facility, and provide uniform cleaning for Association members. Chief of Police may set policy as to establish what is considered reasonable use.

14.1.4 Association members will be reimbursed up to \$200.00 per calendar year for purchases of uniform shoes. Reimbursement will be made only upon presentation of a receipt showing actual purchase of uniform shoes.

ARTICLE 15 - HOURS OF DUTY

- 15.1 General.
- 15.1.1 The regularly scheduled work week for all sworn personnel shall be forty two (42) hours, exclusive of overtime. This will result in eighty four (84) hour pay periods, (two weeks, 14 days).
- 15.1.2 The regularly scheduled work shift shall not be less than eight (8) hours in length nor more than twelve (12) hours in length and is to include roll call, lunch and other necessary tasks associated with the position.
- 15.1.3 The regularly scheduled work shift shall be compensated for at the current hourly rate and all work performed in the excess of the regularly scheduled shift shall be deemed as overtime and compensated for per the current contract.
- 15.1.4 The FLSA 207 (k) work period shall be twenty-four (24) days for members who work a twelve (12) hour work shift, and twenty-eight (28) days for members who work an eight (8) or ten (10) hour work shift.

ARTICLE 16 - OVERTIME AND CALL BACK PAY

- 16.1 Overtime.
- 16.1.1 Time and one-half the employee's regular hourly rate shall be paid for work under the following conditions:
1. All work performed in excess of an assigned work shift.
 2. All work performed in excess of an assigned work week as set forth in Article 15.
- 16.1.2 The hourly rate for each bargaining unit member shall be determined by dividing the annual salary by the actual number of working hours for any given year.
- 16.1.3 All overtime shall be compensated for in increments of thirty (30) minutes with the major portion of thirty (30) minutes being paid as thirty (30) minutes.
- 16.2 Callbacks.
- 16.2.1 When a member has completed his/her regularly scheduled shift and is called back to perform work of any nature, he/she shall receive a guaranteed minimum of four (4) hours overtime pay.
- 16.2.2 When a member is called to work prior to his regularly scheduled starting time, and continues to work into the regular shift, this member shall be paid for the time worked at the member's overtime rate. If a member is called in any other time, she/he shall be guaranteed a minimum of four (4) hours overtime pay.
- 16.3 Court Appearances/Telephonic Hearings.
- 16.3.1 When a member is required to be at court outside his/her regular scheduled shift, he/she shall receive court duty compensation at the member's overtime rate. The member shall be guaranteed a minimum of four (4) hours overtime pay.
- 16.3.2 Any court time within one (1) hour of an employee's duty time shall be paid at the appropriate overtime rate for time worked. Periods for more than one (1) hour will be paid in accordance with the aforementioned paragraph.
- 16.3.3 Employees subpoenaed to give testimony shall be entitled to four (4) hours overtime pay unless notification of cancellation is received. Notification of cancellation must be made more than twelve (12) hours prior to the scheduled court appearance, otherwise the employee is entitled to four (4) hours overtime pay unless the cancellation occurs while the employee is on duty and is so notified. Employees are responsible for confirming court appearances no later than twelve (12) hours prior to said appearance.

- 16.3.4 Employees subpoenaed to give testimony at Department of Licensing (DOL) and/or Department of Corrections (DOC) telephonic hearings, shall be entitled to a minimum of two (2) hours overtime pay unless notification of cancellation or rescheduling is received less than twelve (12) hours prior to the scheduled hearing. If the hearing is within one hour of the employee's duty time, the employee shall be paid at the appropriate overtime rate for time worked with no two (2) hour minimum. Officers will prepare for telephonic hearings while on-duty which includes getting a copy of the police report and preparing for the upcoming hearing.
- 16.4 Standby Appearances.
- 16.4.1 Standby assignments issued by the City for reasons other than assignments connected with a court appearance shall be compensated at the rate of time and one half the members normal rate of pay with a minimum of four (4) hours.
- 16.5 Telephone Calls.
- 16.5.1 Employees who are off-duty and contacted by telephone by a Prosecutor's office for a work-related purpose, that is pre-approved by an Everett Police Supervisor, shall be compensated for actual time spent rounded up to the nearest quarter of an hour at the overtime rate for such contact. All other telephone contacts will be compensated pursuant to 16.1.3.

ARTICLE 17 - SHIFT CHANGES

- 17.1 General.
- 17.1.1 Each officer of the Police Department shall have the right to change shifts with any other officer who is agreeable to the change, providing that all shift changes must be approved by each division head affected and that the best interests of the Police Department and, thereby, the best interests of the citizens of Everett must be ensured. This is subject to approval of the Chief of Police or his/her designee.
- 17.1.2 All personnel assigned to regular shifts will be given five (5) days written notice before his/her shift is changed except in an emergency, as determined by the Police Chief or his/her designee. The above five (5) day written notice does not apply to schools, training, or temporary duty assignments. Changes in hours of duty and work schedule will not be made for the purpose of avoiding premium or overtime pay.
- 17.1.3 Schools and Training.
The City may assign Association members to detached service status for all schools and training which will require more than two days attendance. In the event detached service status is required, the City may alter the regular work schedule to maintain the Association members' hours within the work period.
- 17.1.4 Temporary Duty.
The City may assign Association members to detached service status for all temporary duty assignments. All temporary duty assignments must be printed on the twenty-eight (28) day work schedule in which the event occurs, except in an emergency or unanticipated event as determined by the Police Chief or his/her designee. If the temporary duty assignment is not printed on the applicable work schedule then detached service status will not apply and all work performed in excess of the regularly scheduled shift shall be deemed as overtime and compensated as per Article 16.
- 17.1.5 The Article 17 Shift Changes Explanations and Descriptions document arrived at through negotiations between the Association and the City shall be attached to this Agreement as Appendix B and shall become a part of this Agreement as if fully re-written herein.

ARTICLE 18 - WORK IN HIGHER CLASSIFICATION

- 18.1 Temporary assignment.
- 18.1.1 Except as provided in 18.1.3, any member of the Department who is temporarily assigned by the Chief of Police or a designated departmental officer to accept the full duty and responsibility of a rank higher than his/her current regular classification for a period of five (5) or more hours shall be paid at the rate of the higher rank beginning with the first hour worked in his/her temporary assignment until returned to work in his/her regular classification.
- 18.1.2 Master Police Officers may act in supervisory positions if such assignment can be made without causing the number of patrol officers in the field to fall below minimum crew levels. A Master Police Officer may act in such capacity for three (3) consecutive work days with no extra compensation.
- 18.1.3 A Sergeant who is temporarily assigned to perform work outside the bargaining unit will receive 10% of the employee's base salary as out of class pay. The Sergeant will continue to receive deferred compensation, longevity, educational incentive pay and insurance benefits under the labor agreement. The individual will be entitled to the applicable overtime or compensatory time rules of the assigned position.

ARTICLE 19 - MINIMUM CREW

19.1 General.

19.1.1 The City and the Association agree that for reasons of safety, the minimum number of patrol officers actually in the field on any given patrol shift shall be as follows:

Day Shift: Twelve (12) officers

Night Shift: Thirteen (13) officers

If, because of illness or other reasons, the established minimum of the assigned officers are not actually out in the field, the Chief of Police or his designee shall call in enough off-duty officers to bring the strength up to the required number of officers.

19.1.2 Not included in the established minimum staffing are the following categories of the Police Department Patrol Division.

- A. Foot patrol officers
- B. Pedacycle patrol officers
- C. Uniformed Special Operations personnel

19.1.3 Supervisor minimums are defined as follows:

Day Shift: Three (3) supervisors

Night Shift: Three (3) supervisors

If, because of illness or other reasons, the established minimum of the assigned supervisors are not actually out in the field, the Chief of Police or his designee shall call in enough off-duty supervisors to bring the strength up to the required number of supervisors. If, the assignment of an acting supervisory position can be made without effecting the aforementioned patrol minimum crew, this acting supervisory appointment can be made at the direction of the Chief of Police or his designee.

ARTICLE 20 - HOLIDAYS

20.1 Holidays.

20.1.1 The following days are designated as holidays:

New Year's Day – January 1 *
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day – July 4 *
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas – December 25 *
Two Floating Holidays

* All other holidays except the floating holidays shall be observed pursuant to the City of Everett's annual published holiday schedule.

20.2 Paid Time Off.

20.2.1 In lieu of holiday time off, the City shall bank (provide each employee with) 120 hours of paid time off on the first of each year to be used or paid during that year.

A. For employees hired after January 1st in a given year, the City may prorate the hours to be banked and shall bank (provide) the number of hours of pay calculated by multiplying the number of designated holidays remaining to be celebrated in that year by 12 hours (e.g., for an employee hired on March 1st, 84 hours calculated by multiplying the number of holidays remaining to be celebrated in that year - 7 by 12 hours).

20.2.2 Each employee shall have the option of: (a) requesting to use any or all of the hours in the bank to take time off, and/or, (b) requesting payment for any or all of the hours in the bank.

A. In the event an employee requests to use the bank to take paid time off, the City shall attempt to grant such paid time off but such request may be denied where there are operational reasons for such denial. The paid time off shall be calculated using the employee's regular rate.

B. No time off can be scheduled or used during the month of December of the year in which it was banked. In the event an employee has time left in his/her paid time off bank after December 1 of the year in which it was banked, the employee shall be cashed out for the hours remaining in the

bank at his/her regular rate (salary and longevity or education) in the pay period in which the December 25th holiday occurs.

- 20.2.3 Any member who is scheduled to work on a designated holiday and does not work the designated holiday due to any absence other than on-the-job injury, vacation or compensatory time off, shall have the sum of 12 hours deducted from his/her paid time off bank. Anyone who retires or separates from service and has used banked hours in excess of that number of banked hours which occurred prior to separation, shall have those hours equal to the excess used deducted from the employee's separation check.
- 20.2.4 In addition to the foregoing, the two floating holidays will be available to be taken as paid time off in the year they are accrued, subject to City concurrence.

ARTICLE 21 - VACATIONS

21.1 General.

21.1.1 Vacations shall be considered as regular employment. An annual vacation is of benefit to both employees and the City and all employees should be required to take an annual vacation.

21.1.2 All officers shall accrue vacation credit for each month of continuous service as shown below:

VACATION CREDIT ACCRUED

<u>CONTINUOUS SERVICE FROM OFFICER ANNIVERSARY DATE</u>	<u>Number of Work Hours Per Month</u>	<u>Per Year</u>	<u>Hours Per Pay Period</u>
1st Year	10.000	120	4.615
2nd Year	10.667	128	4.923
3rd and 4th Years	11.333	136	5.231
5th Year	12.000	144	5.538
6th and 7th Years	12.667	152	5.846
8th and 9th Years	13.333	160	6.154
10th through 14th Years	14.000	168	6.462
15th through 19th Years	15.333	184	7.077
20th through 24th Years	16.667	200	7.692
25th year and beyond	18.667	224	8.615

21.1.3 No vacation accrual will be allowed in excess of two (2) full year's earned vacation. For purposes of this section, vacation accrual will be reported on a regular basis to the employee. Under special circumstances, the Mayor in writing may authorize accumulation of longer leave. Time not taken which causes accrual beyond two (2) full years earned vacation will be lost to the employee.

21.1.4 Employees will be granted pay in lieu of vacation at such time as they are separated from City employment.

21.1.5 Upon execution of the labor agreement, a lateral hire who has had continuous commissioned police officer service as recognized by the Washington Criminal Justice Training Commission will have his/her vacation accrual calculated upon his/her years of continuous police officer service. The employee needs to provide the City with proof of the years of continuous service as a commissioned police officer. Lapse of continuous service over 4 weeks will not be considered continuous service. Upon approval by Human Resources, the officer will begin accruing the appropriate level of vacation beginning the next pay period.

ARTICLE 22 - COMPENSATORY TIME

22.1 Accrual.

- 22.1.1 An employee, subject to the approval of the Chief of Police or designee, may receive compensatory time in lieu of overtime pay at the rate of one and one-half (1.5) hours for each hour worked. The maximum accumulation of compensatory time is eighty (80) hours. Any time earned above the maximum compensatory time accrual will be paid as overtime.

22.2 Cash out.

- 22.2.1 During the first pay period of June of each year, employees may cash out all or part of their accumulated compensatory time. During the first pay period of December of each year, the employer shall cash out all of the employee's accumulated compensatory time.

ARTICLE 23 - SICK LEAVE

23.1 LEOFF I.

23.1.1 Employees qualified to receive disability benefits provided by Chapter 41.26 RCW, shall receive such benefits in lieu of provisions of Sections 23.2 and 23.3 of this Agreement.

23.2 LEOFF II - Accrual.

23.2.1 All full time employees, except as provided in Section 23.1 of this Agreement, shall receive sick leave benefits in accordance with the following:

23.2.1.1 A probationary period of twelve (12) months must be served and during that period of time a new hire may take sick leave for periods no greater than four (4) consecutive calendar days without loss of pay.

23.2.1.2 Upon completion of the probationary period, a new hire shall be credited with 280 hours of sick leave and further shall accrue six (6) hours leave per pay period beginning with the original date of employment. The maximum accrual of sick leave shall be 1040 hours.

23.3 Sick Leave Use.

23.3.1 Sick leave use is defined as follows:

- A. personal illness or physical incapacity resulting from a cause beyond the member's control;
- B. forced quarantine of the member;
- C. medical, dental, or ocular appointments with advanced supervisory approval.

23.4 Sick Leave Accrual Incentive.

23.4.1 Employees shall be allowed upon retirement or death to receive in cash an amount equal to fifty percent (50%) of the value of their then existing sick leave accrual balances up to a maximum of 520 hours.

23.4.2 Upon ratification by both parties of this agreement, for the purposes of this section, retirement shall mean: (a) a separation of employment after 20 years of service under LEOFF, or (b) a separation of employment after reaching age 53 with five years of credited service under the LEOFF system, or (c) separation after becoming totally incapacitated for continued employment with a LEOFF covered employer.

ARTICLE 24 - FUNERAL LEAVE

24.1 Leave.

24.1.1 When death occurs among members of an employee's immediate family, the employee, upon request to the Chief of Police or designee, will be granted time off to assist with funeral arrangements as necessary, and to attend the funeral. The employee will be compensated at his/her normal salary for the hours lost from his/her regular schedule, before, during, and/or after the funeral, with the maximum of four (4) days allowance. This time off shall not be deducted from accumulated sick leave, vacation, or other earned time off.

24.1.2 "Members of an employees immediate family" shall include spouse, domestic partner and children, to include stepchildren, children of a domestic partner; parents, step parents, and siblings of the employee or spouse or domestic partner; grandparents or step grandparents of the employee or spouse or domestic partner; or grandchildren.

24.1.3 Domestic partner is defined for purposes of this article as the criteria outlined by the City's Domestic Partner Resolution or the State Registry. Proof of criteria may be requested.

ARTICLE 25 - INSURANCE BENEFITS

- 25.1 General.
- 25.1.1 The City agrees to provide insurance benefits for officers and their dependents as described in the following sections.
- 25.2 LEOFF I - Dependent Medical.
- 25.2.1 The City agrees to offer medical insurance and a vision plan that is acceptable to the City for eligible dependents, provided the employee makes a ten percent contribution toward the cost of the medical coverage effective July 1, 2015.
- 25.3 LEOFF II - Employee and Dependent Medical.
- 25.3.1 The City agrees to offer medical coverage for all LEOFF II employees and their eligible dependents, provided the employee makes a ten percent contribution toward the cost of the medical coverage effective July 1, 2015. LEOFF II employees shall have the option of participating in either the Group Health or the City's self-insured basic/major medical program.
- 25.4 Dental Insurance.
- 25.4.1 The City agrees to provide dental insurance through Dental Service of Washington for all officers and their dependents. The City shall pay the premium cost of the coverage.
- 25.5 LEOFF II - Vision Insurance.
- 25.5.1 The City agrees to provide vision coverage that is acceptable to the City for all LEOFF II employees and their legal dependents. The City shall pay the premium cost of the coverage.
- 25.6 Disability and Life Insurance.
- 25.6.1 The City agrees to sponsor and administer a disability insurance program through the insurance company of the Association's choice for all LEOFF II members. Premiums for this coverage will be the responsibility of LEOFF II officers with the requirement that all LEOFF II officers participate.
- 25.6.2 In conjunction with the disability insurance program, all officers of the City agree to purchase a \$10,000 life insurance policy through Standard Insurance Company.

25.6.3

It will be the responsibility of the Association to register all present and new members of the bargaining unit in these programs. Any dividends or financial returns from either of these programs will be forwarded to the Association.

ARTICLE 26 - DEFENSE AND INDEMNIFICATION

26.1 General.

- 26.1.1** The City shall provide legal defense and pay valid judgments and claims against officers arising out of or incident to conduct occurring while the officer was performing official duties within the scope of his/her City employment.

ARTICLE 27 - VACANCIES AND PROMOTIONS

27.1 Application of Civil Service rules.

27.1.1 The City agrees that Civil Service rules and regulations will be used in filling vacancies in the classified service covered by this bargaining agreement. If this vacancy is not filled after thirty (30) days, the City agrees to notify the Association within five (5) days of the cause and the City's intent relative to that position.

27.2 Eligibility Lists.

27.2.1 Eligibility lists for promotions within the bargaining unit shall be established for a maximum duration of two (2) years. The duration of the list shall be established by the Civil Service Commission prior to the announcement of the examination.

27.3 Probationary Periods.

27.3.1 Employees shall be disciplined only for just cause, provided that employees during their probationary period upon hire may be discharged at will. Employees serving a promotional probationary period may be reverted back to their prior classification at the City's discretion.

27.3.2 A probationary period shall be extended for the number of work days equal to the number of work days an employee was absent in excess of ten (10) work days during the probationary period.

ARTICLE 28 - SENIORITY LIST AND ANNIVERSARY DATE

28.1 General.

28.1.1 The City shall keep an up-to-date seniority roster, copies of the same to be distributed to all Divisions. Any objections to the seniority list as posted shall be reported by the Association to the City. The anniversary date shall be the date of the appointment. If an Officer is promoted, the promotion date becomes the anniversary date. For purposes of determining seniority in rank, the promotion date shall apply.

ARTICLE 29 - LAYOFF

29.1 General.

- 29.1.1 In the event of a layoff by the City, the employees in the lowest rank will be laid off in the inverse order of their seniority. In the event of a vacancy in the department, an employee who has been laid off two (2) years or less will have the first opportunity to fill said vacancy or vacancies in the order of their seniority in that position, provided that the person meets LEOFF medical requirements and passes an entry level polygraph covering the period of separation to the time of rehire. The City will notify such former employee by certified mail at the last address maintained in the personnel file of the employee. Failure to respond to such certified notice within ten (10) days of the postmark shall constitute rejection of the position.
- 29.1.2 In the event of a reduction in the number of supervisory positions, the City may demote temporarily the person or persons with the least amount of seniority in that classification. The person demoted will maintain rights to the position held.
- 29.1.3 In the event of layoff, reduction shall be in the reverse order of hiring and promotion.

ARTICLE 30 - SEVERABILITY

30.1 Savings Clause.

30.1.1 If any provision of the Agreement should be rendered or declared invalid by any court action or by any reason of any subsequent legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

30.1.2 Upon invalidation of any article or provision of this contract, either party may require the other to enter into collective bargaining over the effects of such judicial or legislative determination.

ARTICLE 31 - DURATION

31.1 General.

31.1.1 This Agreement shall be effective as of the first day of January, 2014, and shall remain in full force and effect through the last day of December, 2016. Any one (1) Article may be opened if mutually agreed to by both parties. If agreement is not reached within thirty (30) days, the said Article or Articles will remain in force as written. It is further provided that by mutual agreement this contract may be modified or clarified at any time.

31.1.2 In witness whereof, the parties hereto have set their hands on the _____ day of _____, 2015.

CITY OF EVERETT

EVERETT POLICE OFFICERS
ASSOCIATION

RAY STEPHANSON, Mayor

JAMES COLLIER, President

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EPOA2014-2016/JLS/WINWORD/LABRCONT/EPOA

APPENDIX B

EPOA Labor Agreement Article 17 Shift Changes

The following explanations and descriptions are meant to clarify and standardize the spirit and intent of Article 17. The conclusions and agreements were reached through the contract negotiation process between the City, Department Administration and Union Representatives. The following is a summary and highlight of lengthy and detailed discussions.

17.1.2 addresses the issue of providing a five (5) day written notice before a shift is changed. This applies to changing a regular shift. This means a transfer from one unit to another or to a different starting time that is intended to be long term or regular. Examples: Transfer from day patrol to night patrol; from investigations to patrol; starting time from 0600 to 0900.

Changes in hours of duty and work schedule will not be made for the purpose of avoiding premium or overtime pay. This applies to changes of the schedule to avoid overtime for court attendance outside scheduled work hours, impromptu meetings and other situations that occur on a random and irregular basis.

17.1.3 Schools and Training

There are different criteria for scheduling training time dependent upon the length of the training: One method is used for training that occurs during two (2) calendar days or less. The other method is used for training that occurs during three (3) calendar days or longer.

Two days or less: The amount of time for training that occurs on a day off or Outside of normal scheduled work hours is figured at the premium rate (time and 1/2). That time is either paid as overtime or used to schedule time off from the regular schedule. Remember that if you have converted the time to time and 1/2 and have hours left over, the time has to be converted back to straight time by dividing by 1.5 and then submitting the overtime request.

Three days or more: The amount of time for training is figured at an hour for hour rate while making the proper scheduling adjustment to maintain the same amount of work hours within the 24 or 28 day period.

Schedule adjustments are to be for full shifts except that partial shift adjustments are to be completed to allow night shift officers time off the night before a training day or at mutual agreement between the department and the officer. Hours that are remaining that are less than a full shift and more than the work period hours are considered overtime.

Keys:

- All adjustments to hours must occur within the identified work period.
- All hours in the work period must equal or exceed the regular scheduled number of hours. All hours must be accounted for within the work period.
- Supervisors can not force or demand an employee to take vacation time to cover shortage of hours; however, the member can voluntarily do that.
- Training of two calendar days or less on days off or outside of normal scheduled work hours is figured at the premium rate (time and 1/2).
- Adjusted time will be for full shifts, except as needed for night shift officers to get off early for training.
- Partial shift adjustments are to be completed to allow night shift officers time off the night before a training day or at mutual agreement between the department and the officer.
- Hours that are remaining that are less than a full shift and more than the work period hours are considered overtime.

17.1.4 Temporary Duty

The department may assign members to temporary duty assignments away from their regular assignment. These temporary assignments are significant events that do not occur on a regular basis and are generally considered non-routine type assignments. Assignment to temporary duty (detached service) is intended when the event is known and planned for and printed on the work schedule in which the event is taking place. A schedule change for a known and planned event cannot occur within the current work schedule unless it's an exception as described below. These events are noted on the work schedule as DS with the number of hours included, (8DS).

Exception: In an emergency that requires immediate deployment of resources to adequately handle the situation, or in the case of an unanticipated event that also requires deployment of resources on short notice. The Association Executive Board will be notified when the department is considering or makes a change involving an event under this exception scenario.

Examples of temporary duty assignment: (not all-inclusive)

- A patrol officer required being in attendance everyday at a lengthy trial and not able to work his regular shift.
- Short term emphasis patrol or investigation. (Serial arsonist, rapist, burglar, etc.).
- Short term assignment to a task force.
- Short term assignment to a security detail.
- Festivals, parades, Oyster Run, or other significant event.
- Short term assignment to be an evaluator, instructor, etc.

Keys:

- Known and planned events must be noted on the work schedule that it occurs.
- Must be a significant event.
- Emergencies and unanticipated events can occur in the current work schedule.

Summary of issues involving this article and scheduling:

Schedule adjustments are to be made to keep the workweek as consecutive days and days off to also be consecutive days unless requested otherwise by the employee. A person working Monday through Thursday isn't given Thursday off and made to come in on Friday. That particular week should have been modified to be Tuesday — Friday, or modified to a Monday — Friday 8 hour schedule. The number of consecutive days in a workweek can change as can the number of days off, but they should be consecutive.

Schedule adjustments need to be published on future work schedules if the event is known prior to the publishing date. The department cannot force schedule adjustments for required training sessions of two days or less, unless it is to allow a night shift officer time off the night before the training. The member can ask for a schedule change to attend desired (not required) training sessions of two days or less. The member and the scheduler must mutually agree to this and to the resulting day off. It is adjusted at the premium rate to keep the total work hours within the work period constant.

ACT, Narcotics, Vice, Gambling, CIU have additional flexibility of scheduling. Due to the nature of the assignment, starting times and workdays can change within the current schedule within reason. Schedules should not be changed for attendance at non-routine impromptu meetings but only for necessity of work.

All calculations are based upon a 12 hour patrol shift. The hours may be adjusted using the same premise for shifts of other durations.

Partial shifts are considered any hours remaining that are less than a full 12 hours shift. Excess hours computed at the premium rate must be converted back to straight time to calculate the actual number of hours of overtime.

The following examples are for illustrative purposes only. Actual training or detail lengths may vary slightly due to travel time or variations in the length of the training day. Actual training time and travel time hours should be included when calculating overtime or premium rate time off.

Type of Training or Detail	Actual Training or Detail Length	Overtime Rate	Computed Time off	Partial Shift OT
<u>1 Day Training Outside of Regular Schedule</u>	9 hours	9 hours x 1.5	13.5 hours 12 hours off	1
<u>2 Day Training Outside of Regular Schedule</u>	18 hours	18 hours x 1.5	27 hours 24 hours off	2
<u>K9 Quarry</u>	8 hours	8 hours x 1.5	12 hours off	0
<u>Dive Training</u>	12 hours	12 hours x 1.5	18 hours 12 hours off	4
<u>Supervisor Training (Affected Night Shift)</u>	9 hours	9 hours x 1.5	13.5 hours 12 hours off	1
<u>Child Safety Seat Clinic</u>	4 hours	4 hours x 1.5	6 hours off	0

The employee may opt to take all of the computed time off rather than take overtime.

Training or details lasting 3 days or more shall be handled in accordance with the current EPOA labor agreement. Time off shall be calculated on an hour for hour basis, with no premium rate calculations.