

City of Oak Harbor/Oak Harbor Police Association  
Commissioned Unit

**AGREEMENT**

**by and between**

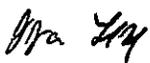
**THE CITY OF OAK HARBOR**

**and**

**OAK HARBOR POLICE ASSOCIATION**

**\*\* COMMISSIONED UNIT \*\***

**JANUARY 1, 2024 through DECEMBER 31, 2026**



OAK HARBOR POLICE  
COMMISSIONED UNIT

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**Article 1 PURPOSE AND RECOGNITION**

- 1.1 This Agreement is effective January 1, 2024, between the City of Oak Harbor and the Oak Harbor Police Association. The parties recognize that the Mayor, or designee, is the Chief Executive Officer and the Police Chief, or designee, is the official of the day-to-day operations of the Police Department. Accordingly, the term "Employer" or "City" shall be used herein and shall apply interchangeably to those officials or their authorized designees. The Oak Harbor Police Association, shall herein be referred to as the "Association" or "Bargaining Unit Members."
- 1.2 The Employer and the Association recognize the need to provide efficient service to the public and to enhance the quality of service. Further, both parties agree to the need for establishing and maintaining a sound labor-management relationship and mutually agree to continue working toward this goal. Each party had been afforded the opportunity to put forth all its proposals and to bargain in good faith and both parties agree that this Agreement expressed the results of their negotiations.
- 1.3 Prevailing Rights - The Association and Employer agree that the "wages, hours and conditions of employment" in effect at the time of signature of this Agreement and which are not addressed in this Agreement nor waived in the Management Rights clause herein will remain in effect unless the Employer or Association wishes to change a mandatory subject of bargaining not addressed or waived. If so, the Employer agrees to bargain regarding such changes not addressed or waived pursuant to its obligation under Chapter 41.56.465 RCW.
- 1.4 The City hereby recognizes the Association is the sole and exclusive bargaining representative for the "law enforcement officers" commissioned regular full-time employees of the Oak Harbor Police Department as defined in RCW 41.56.030(13), excluding rank of Lieutenant or above, full-time confidential employees, and all other employees of the Employer not otherwise represented by the Association or any other certified bargaining representative. In addition, this bargaining unit is defined as: "Any person who is commissioned and employed by an employer on a full time, fully compensated basis to enforce the criminal laws of the state of Washington." RCW 41.26.030(18)
- 1.5 The Parties recognize the City has adopted City Code Chapter 2.34 PERSONNEL (<http://www.codepublishing.com/WA/OakHarbor/>) and its subsections along with an Employee Policy Manual (EPM) adopted in 2012 providing for the general terms and conditions of employment (collectively City Policy). City Policy is included in this Agreement by this reference. Where this Agreement addresses a topic or provision also contained in City Policy this Agreement shall prevail as to any conflicting provisions. This Agreement shall supplement City Policy where a term is provided for in this Agreement on a like subject matter but is not in conflict or contained in City Policy. The Employer will notify the Association of "wages, hours and conditions of employment" changes to City Code or the Employee Policy Manual ten (10) days prior to change taking affect.

**Article 2 MEMBERSHIP AND PAYROLL DEDUCTION**

- 2.1 **Association Membership** - The Employer recognizes the Oak Harbor Police Association as the exclusive bargaining representative for all fulltime employees working for the Oak Harbor Police Department, excluding command staff (above the rank of sergeant or supervisor), confidential employees, police reserves, and/or other employees of the Employer.
- 2.2 **Payroll Deduction** - The Employer shall deduct from the pay of each employee covered by this Agreement, upon their written authorization, the monthly amount of dues and fees as certified by the Association, and shall remit to said Association all such deductions monthly (RCW 41.56.110).
- 2.3 The Association shall indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check-off of dues and fees for the Association. The Association shall refund to the Employer any amount paid to it in error on account of this check-off provision upon presentation of proper evidence thereof.

**Article 3 ASSOCIATION BUSINESS**

- 3.1 **Association Officials Time Off** - Association officials who are employees in the Bargaining Unit shall be granted reasonable time off with pay while conducting contract negotiations or grievance resolution on behalf of the employees in the Bargaining Unit, provided that the Employer is able to properly staff the employees' job duties during the time off, and without any additional expense to the Employer. The Association Negotiations Committee shall consist of not more than four (4) Association members.
- 3.2 **Bulletin Boards** - The Employer shall provide space for a bulletin board which may be used by the Association.
- 3.3 **Access to Office Equipment** - The employer shall allow Association access to the telephone, photocopiers and computers for purposes of administering this contract; provided reasonable reimbursement is made for the use of materials and services, by providing their own paper and paying .02 cents per page for each copy as well as paying any actual long distance charges for any phone calls made. The Association will coordinate payment details with the department's Administrative Assistant.
- 3.4 **Association Investigative and Visitation Privileges** - The Labor Representative of the Association may visit the work location of employees covered by this Agreement at any reasonable time for purpose of investigating grievances. Such representative shall coordinate their visitation in advance with the Chief of Police or designee for a mutually agreed-upon time and shall limit their activities during such investigations to matters relating to this Agreement. Employer work hours shall not be used by employees or Association Representatives for the promotion of Association affairs other than stated in

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Article 3.1. The Association may utilize Employer Facilities for meetings, subject to availability, and with the prior approval by the Chief of Police or designee.

- 3.5 Reservation of Rights -The Chief of Police or designee reserves the right to determine the total amount of specific hours of official time which will be approved for Association officials to conduct other Association business on duty time, not addressed in Article 3.1.

#### **Article 4 MANAGEMENT RIGHTS**

- 4.1 Any and all rights concerned with the management and operations of the Department are vested exclusively in the City unless otherwise provided for by the terms of this Agreement. The City has the authority to adopt reasonable rules for the operation of the Department and the conduct of its employees, provided such rules are not in conflict with the provisions of this Agreement. The City has the right to (among other actions) discipline or discharge employees for just cause, to lay off employees due to financial reasons or other legitimate business reasons; to transfer and promote employees; to assign work and determine duties of employees consistent with the traditional duties of law enforcement; to schedule hours of work; to determine the number of personnel to be assigned to duty at any one time; to establish reasonable performance and productivity standards; to introduce and use new improved, or automated methods and equipment; to build, move, or modify its facilities; to take action on any matter in the event of an emergency; and to perform all other functions not expressly limited by this Agreement.
- 4.2 The Employer reserves the right to contract out for goods and services, provided said contracting out does not displace any members of the bargaining unit. In the event of the Employer's business or budgetary necessity results in a reduction or elimination of law enforcement operations, the Employer and the Union shall negotiate the effects of such changes.
- 4.3 Emergencies – The Chief of Police may take whatever action is necessary for the duration of an emergency in order to assure the proper functioning of the Department.

#### **Article 5 NON-DISCRIMINATION**

- 5.1 The Union and the Employer agree to provide equal opportunity as to the provisions of this Agreement to all their members and employees. Neither the Employer nor the Union shall discriminate against any person on the basis of such person's race, sex, marital status, color, creed or religion, national origin, age, veteran status, sexual orientation or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

#### **Article 6 PROBATION, SENIORITY, EMPLOYEE ROSTER**

- 6.1 Initial Probation Period New employees shall be subject to a probation period as described:
- 6.1.1 Entry Level Employees: commencing from their date of hire and concluding after twelve (12) months post academy graduation date. Initial probationary period may be extended up to six (6) months at the discretion of the Chief of Police with written

notice to the Employee and Association. During either the initial or extended probationary periods, said employee may be disciplined and/or discharged at the sole discretion of the Employer.

- 6.1.2 **Lateral Employees:** commencing from their date of hire and concluding after twelve (12) months. During the initial probation period, said employee may be disciplined and/or discharged at the sole discretion of the Employer.
- 6.1.3 For the purposes of pay, a new entry level employee's pay step will increase from the 1st grid step to the 2nd grid step on the anniversary date of their date of hire. A new lateral entry employee's pay step will increase to the next grid step on the anniversary of their hire date.
- 6.2 **Promotion Probation Period** – A member of the bargaining unit who has been promoted shall serve a twelve (12) month probationary period commencing with their first work shift with no extension. In the event the employee does not satisfactorily complete the probationary period as determined solely by the Employer, said employee shall be returned to their former position and pay if such is available or to a comparable position and pay.
- 6.3 **Seniority** – An employee's seniority, as it applies to this agreement, shall be defined as that period from the employee's date of hire or promotion within the bargaining unit within classification.
- 6.4 **Employee Roster** — Upon request, the Employer shall provide the Association a roster of all current employees in the bargaining unit with their respective seniority dates.
- 6.5 **Termination** – An employee shall lose all seniority in the event of discharge or voluntary termination.

## **Article 7 HOURS OF WORK**

- 7.1 **Hours of Work – Defined** – The Section 7(k) work period under the Fair Labor Standards Act, 29 U.S.C., 207 (k) for those employees eligible for such exemption shall consist of twenty-eight (28) consecutive days. Otherwise, the work period shall consist of seven (7) consecutive days.
- 7.2 **Five-8 Hour Shifts (5/8s)**: Employees who work the eight (8) hour shift shall work five (5) consecutive days and have two (2) consecutive days off. Any hours worked in excess of the above will be compensated at the overtime rate. The School Resource Officer works this schedule.
- 7.3 **Four-10 Hour Shifts (4/10s)**: Employees who work the ten (10) hour shifts shall work one (1) of the following two (2) schedules:

- 7.3.1 Work four (4) consecutive days and have three (3) consecutive days off.
- 7.3.2 Work four (4) consecutive days and have two (2) days off, then work four (4) days followed by (4) days off.
- 7.3.3 Any hours worked in excess of the above shall be compensated at the overtime rate. Employees assigned to the Detective and Special Operations Division may be assigned to work this schedule at the discretion of the Chief of Police.

7.4 12-Hour Shifts

- 7.4.1 Three 12-Hour Shifts (3/12s) – Employees who work three (3) consecutive days on and have three (3) consecutive days off. Employees assigned to patrol work this schedule.
- 7.4.2 Two – Two – Three Shift (2-2-3) – Employees shall work two (2) consecutive twelve (12) hour shifts followed by two (2) consecutive days off, followed by three (3) consecutive twelve (12) hour shifts followed by two (2) consecutive days off, following by two (2) consecutive days on, followed by three (3) consecutive days off. Employees assigned to Patrol work this schedule.
- 7.4.3 Kelly Days – All employees on this plan are entitled to nine (9) “Kelly” days per year. “Kelly” days shall be taken as time off, and cannot be paid. Any employee who does not use their Kelly Day within a 6-week period may be assigned a day off by management. The shifts will rotate from AM (days) to Cover to PM (nights) every sixty (60) days (excluding Cover Shift). Employees work three (3) consecutive days on and have three (3) consecutive days off. Employees assigned to Patrol work this schedule.
- 7.4.4 Employees who work 12-hour shift schedules the shifts will rotate from AM (days) to Cover to PM (nights) every two (2) months (~~sixty (60) days~~) (excluding Cover Shift).

7.5 Cover Shift – The Employer may have a shift designate an Officer to a mandatory cover shift. Officers working the cover shift are to be assigned as part of the dayshift team for scheduling purposes. If the cover shift is to be filled on a rotating basis within each dayshift team, it will have a priority to be filled. Cover Shift selection may be on a voluntary/seniority basis prior to mandatory assignment.

7.6 Changing Hours of Work - An employee's hours of work can be changed if mutually agreed upon by the Association and the Employer. Notwithstanding the department's ability to set and adjust the hours of work, as needed, during any properly posted shift schedule change.

7.7 Breaks - Management reserves the right to schedule breaks and lunches.

- 7.7.1 Employees who work the three (3) twelve (12) hour or the two (2) two (2) three (3) day shift plan, the workday shall include one (1) 40-minute lunch break, and three (3) 20-minute rest breaks.
- 7.7.2 Employees who work the five (5) eight (8) hour shift plan, and the four (4) ten (10) hour shift plan, the workday shall include at least one (1) 40-minute lunch break and two (2) 20-minute rest breaks.
- 7.7.3 All employees shall be subject to immediate call during rest and lunch breaks at no cost to the Employer.
- 7.8 Alteration of Schedules - With Employer approval, work schedules may be altered upon written request of the employee. The Employer shall post a monthly work schedule. Schedules shall be posted not less than three (3) days in advance of a change. Any shifts changed with less than three (3) days' notice shall be compensated at the overtime rate. In the event of planned schedule changes, i.e., training, vacations, special events, extended illness or injury, etc., and with three (3) days' notice, those employees may have their schedules adjusted to maintain shift coverage. Days off and shift hours may be changed to cover shifts, at no cost to the Employer. As a result of a Department imposed shift change, any approved employee leave or vacation requests consistent with 13.7 or 13.8 will be taken into consideration and approved leave or vacation requests should only be adjusted due to immediate or unexpected department needs.
- 7.9 Extra Work - Additional consecutive days worked after a regular shift, due to shift or scheduled work changes, not subject to 7.8, but required by the employer, will be paid overtime at the rate of one and one-half (1 ½) times the hourly rate of pay.
- 7.10 Shift Changes - Employees agree that additional days worked as a result of bimonthly shift schedule changes will not be considered overtime. Employer agrees that days not worked as a result of bimonthly shift schedule changes will not place employee under any obligation to "make up" for time not worked. This same policy will apply to hours worked or not worked due to changes from Standard to Daylight Savings Time.

## Article 8 OVERTIME, CALLBACK, STANDBY, COURT TIME

- 8.1 Overtime - Overtime pay shall be paid for any work authorized and performed in excess of that provided by these provisions. All such work shall be paid at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay.
- 8.1.1 Definition - "Overtime" as used in this Agreement shall mean that time an employee works in excess of the regularly established hours of work. Shifts which commence within eight (8) hours of the end of the preceding shift shall constitute an overtime shift.
- 8.1.2 Rate - Overtime shall be paid at the rate of one and one-half (1-1/2) times the



employee's regular straight-time hourly rate of pay; provided however, with the mutual agreement of the employee and the employer, the employee may elect to receive compensatory time off at the rate of one and one-half (1-1/2) times the time worked, in lieu of paid overtime. Overtime shall be paid on the check for the time period in which it is earned; unless such overtime is earned after the deadline for payroll preparation, in which case it will be paid on the following month's check.

8.2 Callback - Employees ordered to report back to duty after going home from their regular shift, or called in on their day off, shall be guaranteed two (2) hours at time and one half (1 ½) rate and may be required to perform work for the entire time. Callback details include but are not limited to: Court preparation and Department of Licensing Administrative Hearings, if pre-approved by the department.

8.2.1 Court Time – Court time shall commence when reporting to work at the station or at the time of arrival at the court (unless receiving prior authorization by the Chief of Police). Court time shall be compensated at the employee's straight-time hourly rate of pay, or overtime hourly rate of pay, if applicable.

8.2.2 Time spent in court may be taken as compensatory time, if mutually agreed between employee and the Chief of Police. All officers subpoenaed to appear in court will call their OHPD Voice Mail service, after 1530 the day before the court date, (or the Friday before if the court date is a Monday), to see if their court appearance has been cancelled. Employees who are not notified that they need not respond to scheduled court appearances before the end of the prior business day shall receive three (3) hours minimum, at the time one and one-half (1 ½) rate.

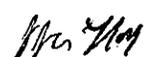
8.2.3 Vacation Call Back – Any employee called back to duty for any reason once vacation has been approved, and the affected employee has incurred expenses in planning for the same, shall be reimbursed for costs involved in returning for duty, or any other non-refundable expenses incurred. Reimbursement for travel shall be made on the same basis as the original mode of transportation. If applicable, mileage shall be paid at the approved City rate. Vacation approval shall not unreasonably be withheld to frustrate the intent of this section. For purposes of the Vacation Call Back section, all vacations will have been previously approved according to Department procedures, and will have been for a block of five (5) days minimum. Employee shall suffer no loss of vacation time.

8.3 Department Meetings - The Chief of Police may require employees to attend department meetings upon one (1) week's advance notice; time spent by employees at such meetings will be governed by the appropriate overtime policy.

8.4 Time of Effect for Overtime - Overtime pay will come into effect after fifteen (15) minutes of the employee's regular shift and they will be paid for the one (1) hour's overtime until they are at one hour and fifteen minutes past their shift, at which time they will be paid for two (2) hours, etc., until their duties are completed or

they are relieved, at the rate of one and one-half (1 ½) their regular hourly rate.

- 8.5 Overtime Earned At Department Mandated Training – Any overtime that is earned while at Department mandated training will be computed using the above described process, (Articles 8.1 –8.4).
- 8.6 Compensatory Time – Any payable compensatory time given, in excess of one hundred twenty (120) hours, in lieu of paid overtime, will be by mutual agreement between the Department and the employee. A maximum of one hundred twenty (120) hours of payable comp time can be carried over from one month to the next. Any additional hours in excess of one hundred twenty (120) payable hours at the end of the year will be paid to the employee at their regular rate of pay or an employee may choose to deposit the payable hours into a Deferred Compensation Plan (DCP). The Department reserves the right to schedule this time off if the employee fails to schedule the excess time. Comp time must be used before vacation leave, sick leave, and leave without pay. Upon termination or retirement, unused payable compensatory time will be paid to the employee at their regular rate of pay.
- 8.7 No Loss - No compensatory time shall be deducted from that accrued to the employee unless the employee actually used that compensatory time or was paid for same or agreed to having it removed for disciplinary purposes.
- 8.8 Approval of Overtime - All overtime work performed must be requested and/or approved by the Department.
- 8.9 Shift Rotation – It is recognized the Department has the responsibility to manage staff and personnel. This includes reviewing specialty positions, shift alignments, ancillary duties, and other responsibilities. It is also understood that personnel moves may be necessary for a variety of reasons, but that moves can also sometimes be a disruption. When possible, the Department will attempt to look at personnel assignments prior to the November 1 each year and determine if personnel moves should take place. This would also coincide with the established process for “calls for vacation” and attempt to allow for shift staffing stability for the year. However, it is understood that a variety of issues, opportunities or other factors may occur over the course of a year, necessitating staffing moves or changes as determined by the Chief of Police.
- 8.9.1 Should personnel movements take place, the rotation for these officers will occur using a two (2) shift on two (2) shift off schedule until the rotation is complete (to be completed within two (2) work shift cycles) if possible. The Employees agree that additional days worked, (with in the two work/ week cycles), as a result of the rotations, will not be considered overtime. The Employer agrees that days not worked as a result of the rotation will not place the employee under any obligation to make up for time not worked. It is agreed that consistent with Article 7.8 and 7.10, vacations that have been approved by the Department should not be changed as a result of a Department imposed shift change occurring after the vacation selection period set out in Article 13.7.
- 8.9.2 The department will attempt to minimize any alterations to prescheduled vacation for those



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employees who have had their shift/schedule changed due to a department mandated move (and not resulting from an employee voluntary request for schedule change, performance related, probation related or as a result from sustained discipline) after the annual vacation requests have been approved during the period described in Article 13.7 (November 1 – December 1), to attempt to not accrue additional expenditure of benefit days off if possible. If additional days off are required due to the change, a maximum of up to two (2) of those days off will be “absorbed” by the department (not charged to the employee), during a calendar year, due to the department-imposed change.

- 8.10 Offers of Overtime for Jail Facility and/or Transportation Detail – In the event an overtime shift remains unfilled, Employees may be offered to volunteer for open overtime shifts in the jail. Offers of overtime are made by seniority from all Commissioned Officers; with the senior member first and junior member last. Employees will retain their standard and overtime rate of pay while performing out-of-classification work in the Jail Facility. If there is no employee(s) volunteer for the overtime shift, then staff will be assigned to fill the shift by seniority, with the junior member being first.
- 8.11 Offers of Overtime for Normal Shifts - The employer shall offer employees to volunteer for overtime shifts based, on seniority, within job classification and as time permits. If no employee(s) volunteer for the overtime shift the junior most employee will be assigned.
- 8.12 Offers of Overtime for Special Detail – The employer shall offer employees to volunteer for overtime shifts based on seniority, most qualified, certifications, availability, or special circumstances and as time permits. If no employee(s) volunteer for the overtime shift the junior most qualified employee(s) will be assigned.
- 8.13 Use of Reserves to Circumvent Overtime - The employer will in no event use police reserves to do normal work of Association members or to circumvent the holiday overtime and/or any other provisions of this Agreement.
- 8.14 Use of Reserves in Normal Department Functions - Reserve officers shall not be regularly assigned to perform police functions normally performed by a sworn officer working in a paid status. It is understood that Reserve officers may be used by the Department to supplement police services, such as for additional staffing for special projects, (i.e., Community Oriented functions, civic activities, monitoring city parks, surveillance by reserves and citizens); in emergencies, for traffic or crowd control, or in other short-term circumstances. If the Association believes that Reserve Officers are being utilized inappropriately, it may meet with the Chief of Police or their designee to discuss such disputes or disagreements, and to attempt to resolve any disputes or disagreements. Disputes regarding the utilization of Reserve Officers shall be subject to grievance procedure.

**Article 9 MAINTENANCE OF STANDARDS**

- 9.1 No Reductions – No employee shall suffer any reduction of wages or less favorable working conditions or any loss of vacation benefits through the adoption or operation of this Agreement, except as negotiated.



**Article 10**                    **HOLIDAYS**

10.1 Holidays Identified – The City of Oak Harbor provides paid time off for thirteen (13) holidays per year for regular full-time Employees and part-time Employees regularly scheduled to work twenty (20) hours or more per week. The holidays observed at the time this CBA was adopted by the City are:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King, Jr.'s Birthday	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labör Day	1 <sup>st</sup> Monday in September
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Day	December 25 <sup>th</sup>
Three (3) Floating Holidays	See below

For non-essential personnel, any holiday falling on Saturday will be celebrated on the preceding Friday. Any holiday falling on Sunday will be celebrated on the following Monday.

10.2 Definition of Work on a Holiday – In the event an employee works the bulk of their shift hours on a given date, that date is the one for which he will be considered paid, regardless of the date upon which the shift commenced.

10.3 Pay for Holidays – Employees shall receive pay for Holidays listed herein, regardless of which day of the week on which the Holiday falls. Employees shall be paid for such Holidays, if no work is performed, at the hourly rate of the employee's regularly scheduled work shift for their classification.

10.3.1 Floating Holidays – A new Employee hired between January 1<sup>st</sup> and September 30<sup>th</sup> of the calendar year will be eligible to use floating holidays after their first (1<sup>st</sup>) day of employment. A new Employee hired on October 1<sup>st</sup> or after of the calendar year will not be eligible for any floating holidays until January 1<sup>st</sup> of the new calendar year.

10.3.2 The 3<sup>rd</sup> floating holiday was provided in 2022 and reflects recognition of the "Juneteenth" holiday.

10.4 Additional Compensation – If an employee works on any of the above Holidays, on a regular workday, they shall be compensated at the Employee's regular straight time hourly rate of pay for all hours worked on the holiday; plus, the Employee shall receive holiday pay for all hours worked on the holiday at one (1) times the regular hourly rate.

10.5 Regular Day Off – If a Holiday falls on the employee's regular workday off, the employee accrues a floating holiday to be used within the same calendar year or an



employee may deposit eight (8) hours at the regular straight time hourly rate of pay into a Deferred Compensation Plan (DCP).

- 10.6 Called in on Holidays—If an employee is called in to work on a Holiday, on their regular day off, they will receive time-and-one-half (1-1/2) rate of pay for the number of hours worked on the holiday.
- 10.7 Officers assigned to Detectives - will observe the holidays listed in 10.1 on the date specified for that holiday if it falls on a regularly scheduled workday, unless otherwise designated or authorized by the Chief or a designee.
- 10.8 Holidays during Vacation or Sick Leave – Holidays which occur during the employee's vacation or sick leave shall not be charged against such leave and shall be compensated as a holiday.

#### **Article 11 WAGES AND SPECIALTY PAY**

- 11.1 Wage Schedule – Wages effective January 1, 2024 through December 31, 2026 are listed on the attached Classification Schedule, as Appendix A to this Agreement.
- 11.2 Officer in Charge (OIC) Pay (For Patrol only): When a Sergeant is off on a normal workday and a qualified supervisor is not on shift, an employee may be assigned as the Officer in Charge (OIC) for the work shift. Employees assigned to perform in this role shall be at the sole discretion of the Employer.
  - 11.2.1 Employees assigned and filling the duties of OIC for over half of their normal “full” shift or more (example: for a 12-hour shift at least 6 hours or more), shall receive a shift differential of fifty dollars (\$50.00) per day.
- 11.3 Out-of-Class Pay/Supervisor Pay—Assignments will be in advance and in writing to cover operational needs or absences. Employees assigned to perform in a higher paid job classification shall be at the sole discretion of the Employer.
  - 11.3.1 Employees assigned to perform in a higher paid job classification for thirty (30) days or more, shall receive the base rate of pay for the higher classification or shall receive the rate of pay for the higher classification that provides an increase in pay for the duration of such assignment.
- 11.4 Specialty Pay – Employees assigned a duty which receives specialty pay is not considered a promotion. Any such duty is at the discretion of the Chief of Police.
  - 11.4.1 Field Training Officer (FTO) –Twenty dollars (\$20.00) per shift when training an assigned officer.
  - 11.4.2 Special Weapons and Tactics (SWAT) Member = Three hundred dollars

(\$300.00) per month when assigned.

11.4.3 School Resource Officer (SRO) – Three hundred dollars (\$300.00) per month when assigned to SRO duties during the months school is in session (generally September through June) – a partial month equals a full month).

11.4.4 On-Call Status Detectives = Three hundred dollars (\$300.00) per month when assigned to a detective on-call position

11.4.4.1 Police Officers or Sergeants assigned to detectives may be designated to participate in an on-call detective rotation. The on-call status consists of one full week of being on-call at a time. The on-call status is rotated and repeated within the detectives designated to participate. The on-call detective rotation schedule is established and designated by the Chief of Police or their designee, or as otherwise modified by the Chief of Police or their designee.

11.4.4.2 A detective in on-call status will ensure they have their department issued cellular phone with them during this assigned on-call period, in order to be able to respond by phone within 10 minutes. The on-call detective is expected to be in a condition to reliably and professionally respond to a call out within a 45-minute time period, while operating under all rules and expectations of being on-duty consistent with department and city policies. The hours spent “on-call” are not considered hours worked.

11.4.5 Specialty pay may not be compounded. Employees may combine up to two (2) specialty pays to a maximum of four hundred-fifty dollars (\$450.00) per month.

11.4.6 Specialty assignment may be removed at discretion of the Chief of Police.

11.4.7 Specialty pay for On-call Detectives and HRET team members is for the entire month, while the officer is in good standing and involved in the activities as required for those specialty pay duties.

## **Article 12 LEAVES OTHER THAN VACATION**

12.1 Sick Leave – The City follows the Washington State Paid Sick Leave Law (RCW 49.46.210). All full-time Employees shall receive sick leave benefits in accordance with the following:

12.2 Accrual – Each Employee shall accrue eight (8) hours sick leave for each calendar month from their date of hire as a full-time employee. All sick leave accrued by the current policy of the Employer shall be included with all future accumulation. The total accumulation shall be limited to one-hundred eighty (180) days (equivalent to 1440

hours), as it pertains to "Payment Upon Separation" as outlined in Article 12.8 but shall continue to accrue for sick leave usage.

- 12.3 Sick Leave Bank – Effective their date of employment with the Employer, a new employee will be credited with ninety-six (96) hours of sick leave. This initial bank will be reduced at the rate of one (1) day per month for the first twelve (12) months of employment.
- 12.4 Family and Medical Leave - Shall be provided for qualifying conditions in accordance with Federal Family and Medical Leave Act (FMLA) and Washington State Family Leave Act (FLA). Incorporation, by reference, of the Employee Policy Manual into this agreement provides for permitted leaves including but not limited to family and medical, domestic violence/sexual assault, and other paid leaves.
- 12.5 Sick Leave as Supplement to State Industrial Insurance – Sick leave may be used to supplement partial benefits received from State Industrial Insurance, provided that in no event shall an Employee receive more than otherwise would have been received in base salary. In the event that State Industrial Insurance benefits are later received for a period for which an Employee has already received payment through sick leave benefits, the Employee shall pay the partial benefit back to the Employer and the sick leave shall be reinstated. And, when sick leave is so used the required supplemental amount of sick-leave shall be charged against the Officer's sick leave account on the basis of only one-half (½) of the amount actually required for the wage supplement for work related disability or illness with the City making up the other one- half without charge to the Officer's sick-leave accrued balance (RCW 51.32.090 and EPM 5.05).
- 12.5.1 If an employee is on sick leave for a workers' compensation injury and keeps a payment received from Labor & Industries (L&I), then the employee uses 100% sick leave.
- 12.5.2 If an employee is on sick leave for a workers' compensation injury and turns any payments received from L&I directly over to the City, then the employee uses 20% sick leave, the City covers 20% sick leave, and the L&I payment covers 60% sick leave.
- 12.6 Special Sick Leave – All LEOFF II, PERS I, PERS II and PERS III employees who have been employed through Civil Service examination shall be provided with 120 hours of special sick leave, which shall be used only to supplement the employee's industrial insurance benefit should the employee be injured on the job during their first calendar year on the job. The special sick leave shall not be used until regular sick leave has been exhausted and will be reimbursed by the employee should they leave City employment before having earned enough regular sick leave to pay back any Special Sick Leave used.
- 12.7 Extended Leave – An extended period of leave (in excess of 2 calendar weeks), the



employee will revert to a standard 8-hour schedule until returning to duty status.

12.8 Transfers and Rehires – Employees transferring from one department or office to another shall retain all accrued and unused sick leave benefits. Any employee rehired within one (1) year after termination who, within sixty (60) days after rehire, reimburses the Employer for any lump sum sick leave settlement paid him/her shall retain all accrued and unused sick leave benefits.

12.9 Payment Upon Separation— Upon retirement, or termination, unused sick leave shall be paid at the regular straight-time hourly rate of pay (not including incentives or premiums) to current employees who separate by December 31, 2025, according to the following schedule:

After:

5 years of service			10%	of accumulated sick leave.
10	“	“	25%	“
15	“	“	35%	“
20	“	“	45%	“
25	“	“	50%	“
30	“	“	60%	“

12.9.2 Upon retirement, or termination, unused sick leave shall be deposited into a Health Reimbursement Account (HRA) VEBA to employees who separate after December 31, 2025, according to the above schedule.

12.10 Death – Upon the death of any Bargaining Unit employee, their estate shall be paid any accrued but unused vacation, compensatory time and sick leave in accordance with Article 12.8. An employee is deemed on active service for the purpose of this Article if he is on duty status, or is on annual leave, sick leave, compassionate leave, jury duty or other leave for a period of time not to exceed one (1) calendar year; or Military leave not to exceed five (5) years (USERRA 38 U.S.C. 4301-4335). Any such payment shall be made as a lump sum settlement for the number of days provided for in this Article.

12.11 Light Duty Assignments - The Chief of Police or designee will evaluate and determine whether or not a departmental need exists that would warrant the use of an employee in a light duty capacity. The prior approval of a medical doctor will be required.

12.12 Compassionate Leave — In the event of a death in the "immediate family" of an employee, the Chief of Police or designee shall, upon request, grant the employee compassionate leave with pay. The maximum number of consecutive work hours granted shall be forty (40) not to exceed five (5) working days; provided however, if necessary for health or travel, an amount up to an additional forty (40) hours leave not to exceed five (5) working days can be charged to the employee's sick leave, upon approval of the Chief of Police or designee.

When requesting compassionate leave, employees should inform their Department Director in their relation to the deceased and the date of the event (death). Proof of death (obituary,

death certificate, funeral program, etc.) and relationship will be required by Human Resources for Payroll verification (EPM 5.19).

12.13 Definition of Family – The term "immediate family" shall include:

Spouse and children, including stepchildren and foster children of the employee.  
Mother, Father, Brother, Sister of the employee or spouse;  
Biological Grandparents of the employee or spouse;  
Any relative living in the immediate household of the employee;  
Any individual for whom the employee is legally responsible;  
Step parents of the employee or spouse;

Employees will, with approval, be allowed to use accrued paid-time-off as compassionate leave with pay for unlisted relations close to the employee but not in the employee's household.

12.14 Military Leave In the event an employee covered by the Agreement is a member of the Washington National Guard or a Federal Military Reserve unit who is called to temporary or full-time active duty or is called or volunteers for service with the Armed Services of the United States or Washington National Guard, such employee shall be entitled to the applicable provisions of R.C.W. 38.40.060 and/or the Uniformed Services Employment and Reemployment Rights Act (USERRA 38 U.S.C. 4301-4335 and EPM 5.13).

12.15 Military Orders - During the term of this Agreement, employees who serve in the military reserve or National Guard shall provide the Chief of Police or designee with their individual training dates in writing for that calendar year on or before each January 15. The Employer shall block out such training dates in determining the number of employees that may be scheduled off, other than the employee's annual vacation, consistent with the current minimum staffing standard. The Employer shall minimize overtime expense as a direct result of scheduled military or National Guard training.

12.16 Jury Leave – Employee shall be granted leave with pay except as herein limited while required to perform jury service; or required to appear before a court or other public body on any matter related to his work. In order to receive such leave, employees must surrender to the City all fees connected with their court service or appearance (EPM 5.12).

12.17 Political Leave -Employees elected or appointed to a political or legislative position which is incompatible with the employee's employment, may, upon request, be granted leave of absence without pay. The period of leave may be for up to one (1) year. Requests for political leave renewals shall be granted at the discretion of the Chief of Police or designee.

12.18 Education Leave Employees may request a leave of absence without pay for educational purposes to attend accredited institution. The period of leave may be for up to one (1) year. Requests for educational leave and educational leave renewals shall be granted at



the discretion of the Chief of Police or designee.

12.19 Leave of Absence – Leave of absence without pay may be granted to the employee upon written request, which shall specify the reason for the request and the requested period of time for the leave. Such requests shall be granted at the discretion of the Chief of Police or designee (EPM 5.09).

**Article 13 VACATION**

13.1 Vacation Leave -Employees shall accrue annual leave with pay for the number of working days corresponding to the following schedule:

<b>Continuous Years of Service</b>	<b>Monthly Accrual</b>	<b>Vacation Hours Earned</b>	<b>Max Accrual of Hours Earned (24-month max accrual)</b>
0-5 years (1 <sup>st</sup> month through month 60)	8 hours	96 hours/year	192 hours
6-10 years (month 61 through month 120)	10 hours	120 hours/year	240 hours
11-15 years (month 121 through month 180)	13.33 hours	159.96 hours/year	320 hours
16-20 years (month 181 through month 240)	15 hours	180 hours/year	360 hours
21 + years (month 241 and beyond)	16.66 hours	199.92 hours/year	400 hours

13.2 Prior Vacation Accumulation – All vacation accrued under a prior policy of the Employer shall be included with all future accumulation.

13.3 Annual Leave/Maximum Accrual – Except when approved by the Chief of Police or designee for good cause shown, an employee's accrued unused annual leave may not exceed the twenty-four (24) monthly maximum accrual as listed in the table above, at the end of the calendar year. Annual leave accrued and unused in excess of that permitted by this Article shall be forfeited.

13.4 No Deduction of Vacation - Except as provided in Article 13.3, no annual leave shall be deducted from that accrued until it has actually been used; or the employee has agreed to the deduction in lieu of other discipline; or there has been a lump sum settlement.

13.5 Termination Upon termination from all City employment, the employee shall be paid a lump sum settlement at the regular straight-time hourly rate of pay (not including

incentives or premiums) for the number of days of annual leave accrued and not previously used, not to exceed the maximum accrual. The employee may choose to have the lump sum settlement deposited into a Deferred Compensation Plan (DCP).

13.6 Transfers, Leave of Absence and Termination – Employees transferring from one department or office to another or granted a leave of absence for more than one (1) month or rehired within one (1) year after layoff for lack of funds shall accrue annual leave benefits based on the total time of active employment with the Employer which, in the case of lay-off, was not separated by more than one (1) year. In the event of a transfer, leave of absence for more than a month, or lay-off for a time less than one (1) year, the employment anniversary date shall be adjusted to reflect the actual period of active-duty employment.

13.6.1 Employees re-hired after layoff for more than one (1) year shall have their employment anniversary date adjusted to reflect the actual period of active-duty employment. An individual on sick leave or disability leave shall for purposes of this Section be deemed to be on active-duty employment.

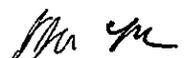
13.7 Seniority / Scheduling – Vacation periods shall be selected by seniority. Future blackout dates and any anticipated squad assignments will be posted for employees by November 1<sup>st</sup> for the following calendar year. Vacation requests shall be submitted in writing between November 1<sup>st</sup> and December 1<sup>st</sup> for the following calendar year and will include delineation of the entire vacation period, to include what is anticipated as “regular days off”. The Employer has four (4) weeks after December 1<sup>st</sup> to notify employees if vacation requests are approved. After January 1<sup>st</sup> of the current calendar year any vacation requests shall be subject to availability.

13.7.1 Right to Request – The above sections do not serve to bar the employee from submitting vacation requests later than the relevant dates but sets forth deadlines for those who wish to have priority pursuant to seniority provisions. Late requests will be granted to the extent consistent with staffing needs and approval will not be unreasonably withheld.

13.8 Leave – Leave shall be at a time when it shall not impair the efficiency of the Department or section; and, if the nature of the work is such that no employees or a limited number of employees may be on vacation at a given time, the Employer may establish non-leave period and priority list for assigning the order in which leaves may be taken.

#### **Article 14 DISTANCE FROM RESIDENCE**

14.1 Distance from Residence – Due to the emergency nature of the Police function, employees recognize a responsibility to be available and ready to perform assigned functions in a proper and effective manner. To accomplish these assigned functions, employees will reside at a residence that will allow them to be present at the Department in an elapsed time of no more than (90) minutes travel time under normal travel conditions. Full-service tactical team members will be available



and ready for assignment within thirty (30) minutes.

**Article 15 UNIFORMS, CLOTHING, AND CLEANING**

15.1 Fair Wear and Tear – Uniform and equipment items in need of replacement shall be reviewed by the Chief of Police or designee for approval. In the event that a replacement has been denied, the employee will take the item to the Chief of Police or designee in the form of a grievance as described in Article 19.

15.2 Standard Uniform Items:

Shirts . . . . .	2 short sleeve, 2 long sleeve
Trousers . . . . .	..2 pair
Utility Jacket . . . . .	1
Ties . . . . .	2
Tie Bar . . . . .	1
Soft Body Armor . . . . .	1
Collar Devices . . . . .	1 pair
Uniform Boots or Shoes . . . . .	1 pair
Baseball Hat . . . . .	1
Rain gear . . . . .	1 set
Jumpsuit* . . . . .	..2 (winter/summer: officer choice)

\*Jumpsuit issued upon successful completion of FTO status\*

15.3 Standard Weapon, Weapon Items & Equipment:

Service Weapon . . . . .	1
Chemical Irritant . . . . .	1
Hinged & Chained Handcuffs . . . . .	1 pair each
Night Stick . . . . .	1
Portable Radios Holder . . . . .	1

15.4 Standard Leather/Nylon Gear Items:

Gun Belt . . . . .	1
Uniform Pan Belt . . . . .	1
Gun Holster . . . . .	1
Chemical Irritant Holster . . . . .	1
Handcuff Cases . . . . .	2 singles or 1 double
Bullet Pouches . . . . .	2 singles or 1 double
Riot Helmet . . . . .	1 (optional)
Keepers . . . . .	4
Night Stick Ring/Flashlight Ring . . . . .	1
Key Holder . . . . .	1
Wristwatch . . . . .	1 (Up to \$40/replacement only)
Trouser Belts . . . . .	1



Glove.....1 pair

15.5 Standard Special Department Uniforms/Accessories:

- Detective Raid Jacket..... 1
- Motorcycle Boots ..... 1
- Motorcycle Uniform Pants ..... 1
- Motorcycle Gloves ..... 1
- Motorcycle Helmet. .... 1

15.6 Miscellaneous Special Team Equipment – Required SWAT, Dive, Motorcycle and K-9 Uniform and miscellaneous items will be designated and furnished by the Employer.

15.7 BASIC Academy Uniform/Supplies – Uniforms and supplies required for an officer's attendance at the Basic Police Academy will be designated and furnished by the Employer.

15.8 Required Uniform Attachments – All required patches, cloth badges, name emblems, service bars or any such items will be provided and affixed to all such uniform items issued to employees, at Employer cost.

15.9 Uniform Maintenance – All reasonable uniform maintenance, alterations and repairs shall be provided by the Employer.

15.10 Body Armor Replacement – Soft body armor shall be replaced by the Employer based on the Manufacturer's replacement recommendation.

15.11 Uniform Accountability – The employee shall be held accountable for all uniforms, weapons and leather gear which is issued to the employee by the Employer. Items which become worn out and/or items which become lost or destroyed as a direct result of the performance of the employee's duties, or as a result of an occurrence not due to the employee's intentional act or willful negligence, shall be replaced by the Employer. Accountable items of clothing or protective devices assigned to an employee which are lost or mutilated as a direct result of that particular employee's willful negligence shall be replaced by the employee.

15.12 Plainclothes officers - Plainclothes officers assigned to the Investigations Unit shall receive a \$600 maximum clothing reimbursement per calendar year. The clothing reimbursement will be paid upon the employee submitting a receipt for clothing approved by the department. Any residual unused amount shall be forfeited upon a 3-month notice of reassignment to uniform patrol.

Reimbursement items include the following:

- |              |                 |       |             |                   |
|--------------|-----------------|-------|-------------|-------------------|
| Sports Coats | Slacks          | Belts | Sweaters    | Skirt/Dress       |
| Overcoats    | Business Shirts | Ties  | Dress Shirt | Dress Shoes/Boots |



- 15.13 Cleaning - The Employer shall pay all cleaning costs for uniforms furnished by the Department.
- 15.14 Property of Employer – All uniforms and equipment issued by the Employer to each employee shall remain the property of the Employer.

**Article 16      TECHNOLOGY**

- 16.1 In order to continuously upgrade technology resources and any evolution of those respective technologies, including devices carried and used by Employees to record data and to communicate, and to insure the City's commitment to internal mobility for employees, the City agrees to give advance notice to the Association when a major technology change is being considered.
- 16.2 In collaboration with the City, the Association may suggest alternative technology resources, may request to sit on design or implementation committee, and may request workers on labor-management implementation teams.
- 16.3 In-service training programs and courses at worksites will be offered during paid time. Employees are to receive training on the technology and how it may be used for lawful purposes.
- 16.4 Employer provided electronic mobile devices must remain active during all work hours but may be turned off during lunches and breaks. Except for employees with break and lunch periods included in work hours.

**Article 17      TRAINING**

- 17.1 Cost of Training – When any employee is required to attend law enforcement training courses, unless otherwise paid for, the entire cost shall be borne by the Employer by making arrangements to be billed by the school in advance for tuition and actual expenses incurred, by reimbursement, or by a combination of these methods. Whenever permitted by State Law, the Employer shall make every effort to obtain authorization for payment of expenses in advance to ensure the employee shall not be required, to the extent possible, to attend such schools under a "pay out of your own pocket and be reimbursed" arrangement.
- 17.2 Travel Time – Travel to training in Island and Skagit Counties, shall be considered normal travel to the place of work for the day, in order to attend training, and shall not result in regular pay or overtime. Employees will not be required to first report to OHPD, but may travel directly to the training location as their location to report to work.
- 17.2.1 Travel to training outside Island and Skagit Counties (including by air) shall be factored into an adjusted work schedule for the employee, with that travel time considered as normal work hours when the adjustments are made.



- 17.2.2 Any travel time outside Island and Skagit Counties which cannot be successfully factored into the adjusted work schedule, may be taken as overtime if pre-approved by the Chief of Police or his designee.
- 17.2.3 Employees attending Basic Academy will be paid travel time as normal work hours at the outset of training and upon completion of training.
- 17.2.4 Employees traveling to training are authorized to call-in/out of service via cellular phone or, if pre-approved, by an alternate method.
- 17.3 Schedule Adjustment – Any schedule adjustments made to accommodate training shall be done in a fair and equitable manner and any small adjustment of excess time shall go in the employees favor and be considered “Adj Time”. Adjustments to a schedule to accommodate training shall be clearly explained to and accepted by the employee prior to authorization of the training.
- 17.4 The schedule of an employee attending full day or longer training courses shall be adjusted to conform to the hours of the training program and to exclude breaks and meal periods from the workday. With advanced Employer approval, Employees may be paid for travel time to and from training at the overtime rate except for employees attending Basic Academy.
- 17.5 Reimbursement — In the event an Employer vehicle is not available, with advanced Employer approval, the employee may travel to required training in a personal vehicle, and shall be reimbursed for mileage at the approved IRS rate. If pre-approved, reimbursement costs for using a Washington State Ferry to facilitate travel to/from training may be authorized.

**Article 18 DISCIPLINE**

- 18.1 Discipline and Discharge – The Employer reserves the right to suspend, demote, discharge, or take disciplinary action against an employee covered by this Agreement for just cause.

**Article 19 GRIEVANCE PROCEDURE**

- 19.1 Grievance Defined -A "grievance" is defined as a claim, allegation or dispute, with respect to the interpretation or application of the provisions of this agreement, by an employee or group of employees or the Association on behalf of a member of the bargaining unit.
- 19.2 Grievance Process -The procedure shall be as follows:
- 19.2.1 Step 1 – An employee or group of employees, or their delegated representative, who consider they have a grievance, may present such grievance within ten (10)



working days of its alleged occurrence, or knowledge of its alleged occurrence to the employee's immediate supervisor or designee, who shall attempt to resolve it within ten (10) working days after it is presented.

19.2.2 Step 2 – If the employee is not satisfied with the solution by the immediate supervisor or designee, the employee may present the grievance within ten (10) working days, in writing together with all other pertinent material, to the Chief of Police or designee, who shall attempt to resolve the grievance within (10) working days. The Chief of Police or designee shall make his decision in writing and a copy of such decision will be given to the employee.

19.2.3 Step 3 – If the employee is not satisfied with the decision of the Chief of Police or designee, may present the grievance to the President of the Association, or his designee. Upon receipt of such grievance, the President shall call for a meeting of the Association Executive Board, who will review all of the pertinent facts. The Executive Board shall attempt to resolve the grievance within ten (10) working days, and shall make their decision in writing, with a copy given to the employee.

19.2.4 Step 4 – If the grievance is not resolved, the matter may be submitted by the signatory parties to this agreement to final and binding grievance arbitration. Arbitration shall be the exclusive method of appeal of a grievance not resolved in step 3. Either party may submit a demand for arbitration to the other party within ten (10) working days of the step 3 decision. The parties may attempt to agree on an arbitrator to hear the dispute. The arbitrator shall have no authority to alter, modify, vacate or amend any terms of this agreement. If the Employer and the Association are unable to agree upon an arbitrator within ten (10) working days after receipt of the demand for arbitration, either party may request a list of nine (9) arbitrators from the Federal Mediation and Conciliation Service (also known as the FMCS). Determination of payment shall be made based on existing law governing grievance arbitration payment.

19.3 Association Right to Grievance – None of the foregoing is intended to mean that the Association itself cannot lodge a grievance and process the same through the various steps, in accordance with and subject to the provision thereof. The right of the Association to so lodge and process a grievance is expressly confirmed. No settlement of a grievance with an employee or the Association shall be contrary to the terms of this Agreement.

19.4 Time Limits – May be modified by mutual agreement of the parties. Working days shall be defined as Monday through Friday and shall exclude Saturday, Sunday and holidays.

19.5 Arbitration.

19.5.1 Arbitrator Selection. The parties may mutually agree upon an arbitrator. In the event that no such agreement is reached within fourteen (14) calendar days of Union's arbitration demand, the Union will request a list of seven (7) arbitrators from Washington and/or Oregon provided by the American Arbitration Association (AAA), Washington State Public Employment Relations Commission (PERC), or from any

other mutually agreed source. Within seven (7) calendar days following the receipt of the list of eligible arbitrators, the parties' representatives will meet or confer to select an arbitrator. The parties will each strike three (3) arbitrators from the list in an alternating order, and the remaining arbitrator shall hear the dispute. The party exercising the first strike shall be the loser of a coin flip.

**Article 20 LIABILITY INSURANCE PROTECTION**

- 20.1 Employer Contributions -The Employer will purchase insurance coverage in the following amounts, on behalf of employees covered by this Agreement against false arrest and detention, malicious prosecution, assault and battery, negligent or wrongful act, errors and omission, with the following limits: \$2,000,000 each person, \$2,000,000 each occurrence; \$2,000,000 total aggregate.

The policy will provide for the payment of judgment against any member of the bargaining unit within its coverage and will provide for the legal defense of the member, based upon a lawful act performed in the course of their duty.

- 20.2 Judgment and Legal Defense – The Employer shall provide legal counsel or reasonable attorney's fees for representation and defense, settlement or monetary judgments from such actions, claims, or proceedings arising out of or incident to acts and/or omissions occurring while the employee was acting in good faith in the performance or purported failure of performance of his official duties or employment and provided further that the employee was not engaging in criminal or malicious misconduct. A criminal conviction shall be deemed conclusive but not exclusive proof of criminal misconduct for the purposes of this Section. If the Employer elects to pay reasonable attorney's fees hereunder, no claim for such payment may be made by an employee prior to the conclusion of a criminal lawsuit.

**Article 21 SEPARATION**

- 21.1 Separation Payment – Upon an employee's separation for any reason, the City shall not be required to pay additional monies to cover any increased pension benefits, due to compensation for accrued Vacation, Holidays or Sick Leave.

**Article 22 HEALTH AND WELFARE**

- 22.1 Pursuant to Section 2.34.085(1) City Policy, for consistency and in recognition of fiscal obligations for the provision of quality health insurance for City employees, it is the policy of the City of Oak Harbor to provide health insurance benefits to its employees at a level which is comparable to benefits provided by other municipal government entities in the State of Washington.
- 22.2 Eligibility and continued employee and dependent participation in any group insurance or other financially based group benefit plan provided through the Employer shall be in accordance with the applicable Group Insurance Plan Document or Master Plan Agreement.



- 22.3 The Employer will provide an IRS Code Section 125, Flexibility Benefits Plan for enrolled members of the bargaining unit and their enrolled dependents shall be consistent with the provisions of this Article 22.
- 22.4 The Employer shall provide eligible enrolled employees a group medical, group dental, and group vision plan at no cost to the employee during the term of this Agreement. In the event of extraordinary increases in group insurance premiums imposed by the group insurance carrier(s), the Employer and the Association agree to reopen this Article 22 for renegotiation.
- 22.5 The Employer shall provide eligible enrolled employee only group long term disability and basic group term life insurance benefits at no cost to the employee. Enrolled employees shall have the option at their expense to purchase additional group term life insurance as well as participate in other group benefit plans as may be offered by the Employer's group benefit carrier(s) with payments by payroll deduction.
- 22.6 The Employer shall pay ninety percent (90%) of premium amount required to provide eligible enrolled dependents of enrolled employee covered by this Agreement with group medical, group dental, and group vision insurance coverage.

#### **Article 23 PERFORMANCE OF DUTY**

- 23.1 Performance of Duty – All employees covered by this Agreement shall present themselves on time for their duty schedules in proper working uniform, ready to perform their assigned duties. There shall be no strikes, slow-downs, stoppage of work or any interference with the efficient management of the Police Department.

#### **Article 24 EMPLOYEE RIGHTS**

- 24.1 Preamble - Because of the ever increasing responsibilities and duties required of law enforcement officers in the performance of their job duties which of necessity increase their contact with the general public and could lead to misunderstandings and questions surrounding the activities of employees covered by this Agreement, it is mutually required, therefore, that procedures be established in order to provide for full investigation of any questions arising from contacts and relations with the public and also to provide for safeguards in order to protect the police officer in these investigations so that the matters can be dealt with in fairness and in an expeditious manner, the following guidelines are set forth. The following provisions shall apply anytime the employer is conducting any investigation, (including those that did not arise from contacts or relations with the public), where the agent of the Department who is conducting the investigation or questioning an employee knows, (or reasonably should know), that the questioning could reasonably result in the employee being suspended, demoted or terminated as opposed to a routine inquiry.
- 24.2 Notice in Writing - An employee shall be advised in writing of the particular nature of the

investigation and as to whether they are a witness, involved person, or suspect. This information shall be provided 24 hours prior to the interview of the employee and should include names and addresses or other information which shall reasonably inform him/her of the allegations against the said members of the bargaining unit.

- 24.3 Interview - Interviews of said employee shall be at a reasonable hour; preference for such time of interviews shall be when the individual is on duty and/or during the daytime; provided, however, that the gravity and exigencies of the investigation in all cases control the time of said interview.
- 24.4 Location of Interview – All interviews shall be held at the Employer's Police Station facility except when this would be impractical. The employee shall be afforded an opportunity and the necessary facilities to contact an attorney and/or Association representative prior to commencement of the interview. The employee's attorney and/or the Association representative may be present during the interview but said attorney and/or Association representative shall not be permitted to participate in the interview. Nothing herein shall in any way restrict the rights of the attorney and/or the Association representative to consult with the employee during the process of the interview.
- 24.5 Expeditious Handling – The interview shall be conducted in the most expeditious manner consistent with the scope and gravity of the subject matter of the interview and the employee shall at all times be given reasonable periods to attend to personal activities, such as meals, telephone calls to their private attorney and rest periods. Employees shall be granted up to three (3) hours to contact an attorney or Association representative in administrative matters. No employee shall be compelled to waive their constitutional rights in criminal matters.
- 24.6 Disposition of Investigation – The employee shall be advised of the results of the investigation and any future action which the Employer has decided to take on the incident.
- 24.7 When the Investigation Results in Departmental Charges Being Filed – After the investigation is complete, the employee will be furnished with a copy of the reports of the investigation which will contain all known material facts of the matter to include any tape recording at no cost. The employee will also be furnished with the names of all witnesses and complaints known to the Employer, who will appear against them and/or whose statements will be used against them. This obligation shall continue after charges have been filed against the employee. Under no circumstances shall said employee, or representative, attempt to intimidate or harass any witness and/or complainant or other individual who provides information regarding an investigation of misconduct.
- 24.8 No Abuse -The employee shall not be subject to any profane language nor threatened with dismissal, transfer or other disciplinary punishment as a guide to obtain the resignation of said employee nor shall the employee be subjected to intimidation in any manner during the process of interview. No promises or rewards shall be made to said employee as an inducement to answer questions.
- 24.9 Taping of Interview – Upon mutual agreement and at no cost to the employee, the interview shall be recorded on tape as part of the Internal Investigation file.

- 24.10 Lie Detector Test - An employee covered by this Agreement shall not be required to take or be subjected to any lie detector tests or similar tests as a condition of continued employment within the Police Department.
- 24.11 No limitation on Chief's Authority - Nothing contained in any of the above provisions shall restrict and/or limit the authority of the Chief of Police or designee in the performance of his duties and responsibilities as the Chief Administrator of the Police Department.
- 24.12 Use of Force Situations Employees involved in the use of force where deadly force or force resulting in serious bodily injury shall be advised of their rights to and allowed to consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of force. In such cases no statement will be mandatorily required by the employer for seventy-two (72) hours after the incident except for the immediate Public Safety Statement.

Note: It shall not be considered a violation of this article, if, based on the information known at the time, there was no information available that would lead a reasonable person to believe that excessive use of force occurred.

#### **Article 25 WHISTLEBLOWER ACT**

- 25.1 The City of Oak Harbor, in compliance with the Local Government Employee Whistleblower Protection Act, RCW 42.41.050, encourages employees to disclose any improper governmental action taken by City officials or employees without fear of retaliation. This policy also safeguards legitimate employer interests by encouraging complaints to be made first to the City, with a process provided for speedy dispute resolution. Refer to the Employee Policy Manual, 2.06 Reporting Improper Governmental Action (Whistleblower Policy).

#### **Article 26 SEPARABILITY AND SAVINGS**

- 26.1 Compliance - It is the intention of the parties hereto to comply with all applicable provisions of the State or Federal Law, and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by final judgment of a Court of competent jurisdiction. In such event upon request, the parties shall meet for renegotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof.

#### **Article 27 ENTIRE AGREEMENT**

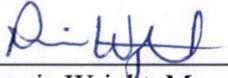
- 27.1 This Agreement and all of its Articles and/or Appendices constitute the entire Agreement between the parties and no oral statement shall add to nor supersede any of its provisions. Each party to this Agreement agrees that it has had the unlimited right to make proposals that are proper subjects for collective bargaining and waives the right to oblige the other party to negotiate any matters to become effective until the expiration of this Agreement.

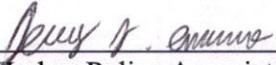


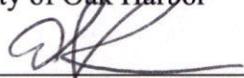
**Article 28 TERM OF AGREEMENT**

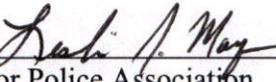
This Agreement shall be effective upon adoption by the City, unless otherwise provided for herein, and shall remain in full force and effect through December 31, 2026, and year to year thereafter, unless written notice is given by the Employer to the Association or the Association to the Employer not later than September 01, 2026, to the effect that the Employer or the Association wishes to terminate or modify the Agreement.

SIGNED THIS 12<sup>TH</sup> DAY OF FEBRUARY, 2024.

BY:   
Ronnie Wright, Mayor  
City of Oak Harbor

BY:  Jeremy Anichino - PRESIDENT  
Oak Harbor Police Association OHPA

BY:   
Tony Slowik, Chief of Police  
City of Oak Harbor

BY:  Leslie Morgan - Vice President  
Oak Harbor Police Association OHPA

**APPENDIX A  
TO THE  
AGREEMENT  
by and between  
THE CITY OF OAK HARBOR  
and  
OAK HARBOR POLICE ASSOCIATION  
COMMISSIONED UNIT**

**CLASSIFICATION SCHEDULE**

JANUARY 1, 2024 – DECEMBER 31, 2026

- A.1 Wage rates shall be as set out below to be effective the first full pay period of January of the referenced year.
- A.2 As of January 1, 2024, the wage rates have been adjusted by a market average comparable rate with comparable cities in the State of Washington. All classifications have been adjusted to reflect appropriate market adjustments to each classification from the 2023 wage rates.
- A.3 Effective January 1, 2024, the monthly rates of pay will be increased by three percent (3%) cost of living adjustment (COLA) and two percent (2%) market adjustment for employees covered by this agreement shall be as follows:

Classification	Group	Pre-Academy	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
		80% of Step 1	% above base	5%	10%	15%	20%	25%
Police Officer	PO1	\$5,381	\$6,726	\$7,062	\$7,399	\$7,735	\$8,071	\$8,408
Police Sergeant	PS1		\$9,249	\$9,447	\$9,648	\$9,854	\$10,064	
<i>Step 6 Officer is 25% over Step 1 Officer. Step 1 Sergeant is 10% over Step 6 Officer.</i>								

- A.4 Effective January 1, 2025, the monthly rates of pay set forth in A.3 will be increased by two percent (2%) cost-of-living adjustment (COLA) and two percent (2%) market adjustment for employees covered by this agreement shall be as follows:

Classification	Group	Pre-Academy	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
		80% of Step 1	% above base	5%	10%	15%	20%	25%
Police Officer	PO1	\$5,596	\$6,995	\$7,345	\$7,695	\$8,045	\$8,394	\$8,745
Police Sergeant	PS1		\$9,619	\$9,825	\$10,034	\$10,248	\$10,467	
<i>Step 6 Officer is 25% over Step 1 Officer. Step 1 Sergeant is 10% over Step 6 Officer.</i>								

- A.5 Effective January 1, 2026, the monthly rates of pay set forth in A.4 will be increased by

OAK HARBOR POLICE  
COMMISSIONED UNIT

two percent (2%) cost-of-living adjustment (COLA) and one percent (1%) market adjustment for employees covered by this agreement shall be as follows:

Classification	Group	Pre-Academy	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
		<i>80% of Step 1</i>	<i>% above base</i>	<i>5%</i>	<i>10%</i>	<i>15%</i>	<i>20%</i>	<i>25%</i>
Police Officer	PO1	\$5,764	\$7,205	\$7,565	\$7,926	\$8,286	\$8,646	\$9,007
Police Sergeant	PS1		\$9,908	\$10,119	\$10,335	\$10,556	\$10,781	
		<i>Step 6 Officer is 25% over Step 1 Officer. Step 1 Sergeant is 10% over Step 6 Officer.</i>						

- A.6 Wage Step Increases – Any wage STEP increase shall become effective the first of the month coincident with or next following the employee's anniversary date of employment.
- A.7 In the event an employee covered by this Agreement is on disciplinary status and becomes otherwise eligible for a wage increase in accordance with Appendix A.1, such increase shall not be granted until the employee has been removed from such status by the Chief of Police or designee. There shall be no retroactive pay adjustment under such circumstance.
- A.8 Wage Step Placement – The Association recognizes the Employer may find it necessary to hire individuals with current or prior experience in the classification of Commissioned Employee. Such lateral entry placement may be assigned to any step in the Classification wage rate structure in Appendix A.1 at the sole discretion of the Chief of Police or designee.
- A.9 Pre-Academy Wage - The Association recognizes the Employer may find it necessary to hire individuals prior to Police Academy convening dates. New hire employees awaiting the start of their Police Academy class, may be hired at a “Pre-Academy Wage” modified pay rate, based on the Classification wage rate structure in Appendix A, at the sole discretion of the Chief of Police or designee. Employees hired at the Pre-Academy Wage modified rate will advance to Step 1 in the Classification wage rate structure on the first day of the month when they begin the Police Academy.

The following rate will be the Pre-Academy Wage modified pay rate:

- 80% of Step 1 Police Officer Base Wage.
- A.10 During this same time, and up until the first day of the month the new hire employee begins the Police Academy, the new hire employee falling within this category will operate under the Collective Bargaining Agreement (CBA), with the following exceptions:
- Article 7 – The schedule for the employee may vary and will be at the discretion of the Chief of Police or designee.
  - Article 10.1 – The employee will be considered “non-essential” and may be assigned to take holidays off on the days of the holiday (or when they are recognized).
  - Article 12.2 – The employee will not receive an advance sick leave bank (96 hours), but each month they will receive the standard amount earned per month (8-hours). They will receive a bank of hours beginning on the first day of the month they begin

the Police Academy, minus the number of hours they may have already received.

- Article 15 – The employee will not be issued equipment under this section until a time to be determined by the Chief of Police or designee. They will be issued “Pre-Academy” work clothing (i.e., polo shirts and cargo pants).
- These modifications may be waived by the Chief of Police or designee.



**APPENDIX B – INCENTIVE PAY**

B.1 Education Incentive Pay

- B.2 Employees covered by this Agreement with an **Associate’s of Arts or Science degree** from an accredited institution shall receive three percent (3%) of the applicable wage rate of pay in Appendix A or as amended.
- B.3 Employees covered by this Agreement with a **Bachelor’s of Arts or Science degree** from an accredited institution shall receive six percent (6%) of the applicable wage rate of pay in Appendix A or as amended.
- B.4 It is understood that the Education Pay in Appendix B.2 and B.3 shall only be awarded upon completion of probation and when an actual degree from an accredited college or university is presented by the applicant for the applicable incentive increase.
- B.5 Those already receiving pay for college credits from a previous agreement, would continue receiving the same pay rate until they terminate employment, or another agreement supersedes or modifies this Appendix B.
- B.6 Employees who possess a degree as outlined in B.2-B.3 above, would receive the education incentive pay based on this Appendix B.

B.7 Longevity Incentive Pay

B.8 Upon adoption of this agreement, longevity will be paid to employees after completion of five (5) years of consecutive years of continuous full-time employment with the City as follows based on the employee’s base wage rate of pay:

Five (5) years .....	Two percent (2%)
Ten (10) years .....	Three percent (3%)
Fifteen (15) years .....	Four percent (4%)
Twenty-plus (20+) years.....	Five percent (5%)

Longevity percentages are not compounded

B.9 Retroactive checks to be issued within thirty (30) days after signing of contract. The retroactive pay will only apply to those employees who are employed with the City at the time the contract is officially approved and ratified by the Union and the City.



**APPENDIX C DRUG RELATED PROVISIONS**

1. General Rule The employer and the Association jointly recognize the need for a drug free workplace and the appropriate use of drug testing. Tests are permitted when probable cause of unlawful drug use exists.
2. Testing Mechanisms – The following testing mechanism shall be used for any drug test performed on member of the Association:
  - a. Screening Test – Any screening test shall be performed using the Immunoassay (IA) method.
  - b. Positive Results – Any positive results on the initial screening test shall be confirmed through the use of Gas Chromatography/Mass Spectrometry (GC/MS).
3. Procedures to be Used When the Sample is Given – The testing procedure shall be used whenever an employee is required to give a urine sample.
  - c. Listing of Drugs Taken – Prior to testing, the employee will be requested to list all drugs currently being used by the employee on a form to be supplied by the testing facility.
  - d. Sampling – A urine sample will be taken of the employee. The test shall be given in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.
  - e. Tests – The sample will first be tested using the screening procedure set forth in 2.a. If the sample tests are positive for any prohibited drug, the confirmatory test specified in 2.b will be employed.
  - f. Procedure After Positive Results – If the confirmatory test is positive for the presence of an illegal drug, the employee will be notified of the positive result, and will be provided with copies of all documents pertinent to the test sent to or from the employer by the laboratory. The employee will then have the option of having the untested sample submitted to NIDA Certified lab of the employee's own choosing, to be tested at the employee's cost. If the retest results in a negative, the employer will reimburse the employee for all costs. The employer and employee will be given a copy of the results.
  - g. Documentation – Each step in collecting and processing of urine specimens shall be documented to establish procedural integrity and a chain of evidence.
  - h. Right of Access -The employer and any employee who test positive shall be given access to all written documentation available from the testing

laboratory which verifies the accuracy of the equipment used in the testing process, the chain of custody of the specimen and the accuracy rate of the laboratory.

4. Limitation Or Action "First Offense" – Any action taken by the employer for a "first offense" shall be rehabilitative in nature (i.e., counseling referral, treatment.), except when the employee is involved in criminal activity.
5. Second Offense – Second or more offenses by an employee shall be subject disciplinary action, up to and including dismissal.
6. Informing Employees about Drug and Alcohol Testing – All employees shall be fully informed of the Employer's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the Employer shall inform the employees on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested before this information is provided to him/her. Employees who voluntarily come forward and ask for assistance to deal with the drug or alcohol problem shall not be disciplined by the Employer for doing so. No disciplinary action will be taken against an employee unless they refuse the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs after completing an appropriate program.
7. Employee Testing -Employees shall not be subjected to random medical testing involving urine or blood analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. If, however, objective evidence exists establishing probable cause to believe an employee's work performance is impaired due to drug or alcohol abuse, the Employer will require the employee to undergo a medical test consistent with the conditions as set forth in the Policy.
  - a) In the event an employee is involved in an accident with serious injury requiring off-site medical treatment, or shooting incident, the employee may be ordered to submit to drug testing where surrounding circumstances provide an articulate suspicion that the employee is impaired.
  - b) "For Cause" (also known as "Reasonable Cause") is defined as work-related performance, behaviors and actions that a reasonable and prudent person would believe constitute a potential hazard, either to oneself or others which could indicate that an employee may be under the influence of an illegal drug, or may be abusing a prescription or over the counter (OTC) drug, or alcohol.

8. Sample Collection – The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA). The laboratory chosen must be agreed to between the Association and the Employer. The laboratory used shall also be one whose procedures are periodically tested by NIDA where they analyze unknown samples sent to an independent party. The results of the employee tests shall be made available to the Medical Review Physician.

Collection of blood or urine samples shall be conducted in a manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as set by NIDA. The Association and the Employer agree that security of the biological urine and blood samples is absolutely necessary; therefore, the Employer agrees that if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purpose.

Blood or urine sample will be submitted as per NIDA Standards. Employees have the right for Association or legal counsel representatives, whichever is more readily accessible, to be present during the submission of the sample. Employees shall not be witnessed while submitting a urine specimen. Prior to submitting a urine or blood sample, the employee will be required to sign a consent and release form (as attached to this Policy).

A portion of the original sample will be separated by the lab in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientific acceptable preserved manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least twelve (12) months or for the duration of any grievance disciplinary action or legal proceedings, whichever is longer. At the conclusion of this period, the paperwork and specimen shall be destroyed. Tests shall be conducted in a manner as to ensure that an employee's legal drug use and diet does not affect the test results.

9. Drug Testing – The laboratory shall test for only the substances and within the limits as follows for the initials and confirmation test as provided within NIDA standards. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for drugs or classes of drugs.

**INITIAL TESTING**

Marihuana metabolites	100ng/ml
Cocaine metabolites	300ng/ml
Opiate metabolites	300ng/ml
Phencyclidine	25ng/ml
Amphetamines	1,000ng/ml
<u>Barbiturates:</u>	
Secobarbital	300ng/ml
Phenobarbital	1,000-3,000ng/ml
Butalbital	1,000ng/ml
<u>Benzodiazepines:</u>	
Oxazepam	300ng/ml
Chlordiazepoxide	3,000ng/ml
Diazepam	2,000ng/ml
Methadone	300ng/ml
Methaqualone	300ng/ml
Propoxyphene	300ng/ml
Ethanol	0.03g/dl

(1) If immunoassay is specific for free morphine, the initial test level is 25ng/ml. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the following listed cutoff values:

**CONFIRMATORY TESTING**

Marihuana metabolites (1)	15ng/ml
Cocaine metabolites (2)	150ng/ml
<u>Opiates</u>	
Morphine	300ng/ml
Codeine	300ng/ml
Phencyclidine	25ng/ml
<u>Amphetamines</u>	
Amphetamine	500ng/ml
Methamphetamine	500ng/ml
Barbiturates	200ng/ml
Benzodiazepines	200ng/ml
Methadone	100ng/ml
Methaqualone	300ng/ml
Propoxyphene	100ng/ml
Ethanol	0.03g/dl



- (1) *Delta-9-tetrahydrocannabinol-9-carboxylic acid*
- (2) *Benzoyllecgonine*

If confirmatory testing results are negative, all samples shall be destroyed and record of the testing expunged from the employee's file.

- a) Alcohol Consumption Disclosure – An employee who has consumed any alcoholic beverage and who is called in on off-duty time will advise their supervisor of that consumption.
10. Medical Review Physician – The Medical Review Physician shall be chosen and agreed upon between the Association and the Employer and must be a licensed physician with a knowledge of substance abuse disorders. The Medical Review Physician shall be familiar with the characteristics of test (sensitivity, specificity and predictive value), the laboratories running the tests and the medical conditions and work exposures of the employee.
- The role of the Medical Review Physician will be to review and interpret the positive test results. He must examine the alternate medical explanations for any positive test results. This action shall include conducting a medical review of any other relevant biomedical factors. The Medical Review Physician must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.
11. Laboratory Results -The laboratory will advise only the employee and the Medical Review Physician of the positive results. The results of a positive drug or alcohol test can only be released to the Employer by the Medical Review Physician once he has completed his review and analysis of the laboratory's test. The Employer will be required to keep the results confidential and it shall not be released to the general public.
12. Testing Program Costs – The Employer shall pay for all costs involving drug and alcohol testing as well as the expenses involved with the Medical Review Physician. The Employer shall also reimburse each employee for their time and expenses including travel incurred involved in the testing procedure only, if outside normal shift schedule.
13. Association Held Harmless – This drug and alcohol testing program was initiated at the request of the Employer. The Employer assumes the sole responsibility for the administration of this Policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement relating to drug and alcohol testing. The Association shall be held harmless for the violation of any employee rights arising from the administration of the drug and alcohol testing programs.

14. Changes in Testing Procedures – The parties recognize that during the life of this Agreement, there may be improvements in the technology of testing procedures which provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree on the amendments they will be submitted to dispute resolution procedures as agreed upon in this contract.
  
15. Conflict with other Laws – This Article is in no way intended to supersede or waive any constitutional or other rights that the employee may be entitled to, or legal rights and obligations that the Employer may have, under Federal, State or local statutes.



**CITY OF OAK HARBOR**  
Confidential Reinstatement Agreement  
Oak Harbor Police Association

I, \_\_\_\_\_, request reinstatement to my former position with the City of Oak Harbor. I understand that my reinstatement to employment is conditional, subject to the following terms:

1. I have successfully completed an approved rehabilitation program at a licensed, approved facility and will actively comply with any and all follow-up requirements as stated by the program mandates
2. I understand that any future violation of the substance abuse policy, or failure to comply with and complete the follow-up terms of the approved treatment program will result in my immediate termination of employment.
3. I understand and recognize the importance of involving, (if applicable) my spouse, family or the significant other person in my life in the process of my recovery program.
4. I understand and agree that, as a condition to reinstatement, I am expected to meet all established requirements of the policies and procedures and that I will continue to be subject to established procedures for failure to comply with these standards.
5. I understand that my past conduct and my recovery program require that I comply with random drug screening requests during the period of this Agreement. My failure to comply with this section may result in my immediate termination.
6. I understand that I will be subject to the terms of this Reinstatement Agreement for a period of twelve (12) months from the date of my reinstatement. Upon completion of this twelve (12) month period, I will receive a formal, written review of my work performance and recovery progress during such period. This evaluation will determine if the terms of this Agreement have been met, require modification or, if special detailed circumstances warrant, should be extended.

**ACKNOWLEDGEMENT**

I understand and agree that my reinstatement and continued employment are conditioned upon my satisfactory compliance with the terms listed above. I have discussed these terms with my supervisor(s) and understand that, should I fail to comply with the terms of those sections specifically cited or in all other sections not so noted, I will be subject to further disciplinary action, up to and including termination of employment with the City of Oak Harbor.

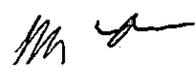
Date: \_\_\_\_\_

\_\_\_\_\_  
Employee Signature

Copy received and acknowledged: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Employee

Initials \_\_\_\_\_



**DRUG TESTING**  
**CONSENT/RELEASE**

I consent to the collection of a urine sample by \_\_\_\_\_, and its  
analysis by \_\_\_\_\_, for those drugs specified in the Collective Bargaining  
Agreement.

The laboratory administering the tests will be allowed to release the results to my Employer only after the laboratory's results have been reviewed and interpreted by the Medical Review Physician. The information provided to the Employer shall be only whether the tests were confirmed positive or were negative and not any other results of the test without my written consent.

The laboratory is not authorized to release the results of this test to any other person without my written consent.

I understand that I have the right to my complete test results and that the laboratory will preserve the sample for at least twelve months. I have the right to have this sample separated at the lab and a portion tested at my expense at a second NIDA Certified laboratory of my choice, in the event the test results are confirmed positive.

I understand that the Employer is requiring me to submit to this testing as a condition of my employment and that alteration of the sample or failure to reasonably cooperate with the collection of a urine sample may result in disciplinary action by the Employer.

I understand that a confirmed positive test may result in a requirement that I undergo rehabilitation.

By signing this consent form, I am not waiving any of my rights under any federal, state, or local law, statute, constitution, ordinance, administrative rule or regulation or common law provision. I understand that I have the right to challenge any confirmed positive test results and any Employer action based thereon, by filing a grievance under the Collective Bargaining Agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Name (Printed)

\_\_\_\_\_  
Employee Signature

