

AGREEMENT BY AND BETWEEN  
CITY OF MILTON  
AND THE  
MILTON POLICE GUILD  
UNIFORMED POLICE EMPLOYEES  
JANUARY 1, 2017 through DECEMBER 31, 2019

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**AGREEMENT**  
**By and between**  
**CITY OF MILTON, WASHINGTON**  
**And**  
**MILTON POLICE GUILD**  
**UNIFORMED POLICE EMPLOYEES**  
**January 1, 2017 through December 31, 2019**

THIS AGREEMENT is entered into by and between the CITY OF MILTON, hereinafter referred to as "Employer," and the MILTON POLICE GUILD, hereinafter referred to as "Guild."

ARTICLE 1 - RECOGNITION

Guild Recognition. The Employer recognizes the Guild as the exclusive bargaining representative for all regular full-time uniformed police employees, including detective and sergeant, and excluding provisional officers, confidential employees and supervisors.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 Direction of Workforce. The Guild recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers of authority which the Employer has not specifically abridged, delegated, or modified by this Agreement are retained by the Employer, including but not limited to the right to contract services of any and all types. The direction of its working force is vested exclusively in the Employer. This shall include, but not be limited to, the rights to (a) direct employees; (b) hire, promote, transfer, assign and retain employees; (c) suspend, demote, discharge, or take legitimate disciplinary action against employees for just cause; (d) relieve employees from duty because of lack of work or other legitimate reasons; (e) maintain the efficiency of the operation entrusted to the city; (f) determine methods, means and personnel by which such operations are to be conducted; and (g) take any actions necessary in conditions of emergency regardless of prior commitments or the provisions of the Agreement, to carry out the mission of the agency; provided, however that items (a) through (g) shall not be in conflict with the terms of this Agreement.

2.2 Employer Rules and Regulations. The Employer shall have the right to make such reasonable direction, rules and regulations as may be deemed necessary by the Employer for the conduct and the management of the affairs of the Employer, and the Guild agrees that the employees shall be bound by and obey such directions, rules, and regulations insofar as the same do not conflict with the express terms of the Agreement. The parties agree to abide by collective bargaining laws as provided in RCW 41.56.

2.3 Application of Rules. Rules shall be applied in a fair and equitable manner to all employees. Rules and regulations shall be made available by the Employer in writing to all employees.

### ARTICLE 3 - GUILD SECURITY

3.1 Maintenance of Membership. All employees covered by this Agreement shall become members of the guild within thirty-one (31) days from the effective date of this Agreement or within thirty-one (31) days from the date of employment, whichever is later and shall remain members of the Guild in good standing as a condition of continued employment or, in lieu thereof, shall pay each month a fair share of the costs of collective bargaining to the extent allowed by law, PROVIDED, however, that an employee who objects to joining the Guild based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member shall pay an amount of money equivalent to regular Guild dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by employee and the Guild. For the purposes of this Section, membership in the Guild shall be deemed to have been maintained if the employee has not failed to tender their normal monthly dues and/or initiation fee, or in lieu thereof, the fair share costs of collective bargaining or an equivalent amount to a charitable organization.

3.2 Payroll Deduction for Guild Dues. The Employer shall deduct monthly dues, initiation fees and assessments "fees" required of the employees in the bargaining unit who voluntarily execute a wage assignment authorization form. The Employer shall deposit such dues with the Milton Police Guild. Upon issuance and transmission of such fees the Employer's responsibility shall cease with respect to such deductions. The Guild and each employee authorizing the assignment of wages for payment of fees hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deductions made by the wages of such employee.

3.3 New Employees. The Employer will notify the Guild of all new hires in the bargaining unit within ten (10) working days of hire.

### ARTICLE 4 - GRIEVANCE PROCEDURE

4.1 Definition of Grievance. For the purpose of this Agreement the term "grievance" shall be defined as only those disputes involving the interpretation, application, or accordance with the following procedures within the stated time limits, unless mutually extended by the Guild and the Employer.

4.2 General Grievance Policy. It is the desire of the parties to adjust grievances informally whenever possible, and both the Employer and the Guild are expected to make every effort to resolve problems as they arise. However, there may be instances where a grievance can be resolved only after a formal review. Accordingly, the following procedure is established to process such disputers as fairly and expeditiously as possible.

4.3 Step One - Within fifteen (15) calendar days of the grievant's knowledge of the alleged violation, the grievant and/or Guild representative shall discuss the matter with the Chief. Resolution of the dispute at this Step should be handled expeditiously and informally. No written grievance shall be required.

4.4 Step Two. If the dispute is not resolved within fifteen (15) calendar days of when it was discussed with the Chief, a written grievance shall be submitted by the Guild to the Mayor or Mayor's designee. A meeting between the Mayor or designee and the Guild shall be held within fifteen (15) calendar days of the Mayor or designee's receipt of the grievance. The Mayor or designee shall render a written decision about the grievance within ten (10) calendar days of the grievance meeting.

4.5 Step Three. The Guild may appeal an adverse decision of the Mayor or designee to a neutral arbitrator. The Guild shall give written notice to the Mayor or designee of its intent to submit a grievance to arbitration within thirty (30) calendar days of the Mayor's decision. Verbal and written warnings may not be pursued to arbitration. If unresolved, such disputes may be brought before an arbitrator if they are brought up in a subsequent disciplinary action subject to arbitration. Individual grievants may not pursue an adverse decision to arbitration without the Guild's authorization. If the parties are unable to mutually agree on an arbitrator within ten (10) calendar days of the Guild's request to arbitrate, the Guild shall request a list of the names of seven (7) arbitrators with offices in Washington or Oregon from the Public Employment Relations Commission. The parties shall alternately strike names until one name remains on the list. The remaining person shall be the arbitrator. The order of striking names shall be determined by a coin toss. The arbitrator shall render a written decision which shall be final and binding on all parties; except that any party to the arbitration may file suit for judicial review of the award as permitted by law. The power and authority of the arbitrator is strictly limited to the interpretation and/or application of the express provisions of this Agreement. The arbitrator shall have no power to add to, subtract from, alter, amend or change any provision of this Agreement. The fees and expenses of the arbitrator will be shared equally by the parties; otherwise each party will bear its own arbitration expenses, including attorney's fees.

4.6 Election of Remedies. Employees who have the option of utilizing the Civil Service Commission or the grievance procedure under this Agreement shall be required to elect either the Civil Service Commission or the grievance procedure. In no event, shall an employee be entitled to utilize both procedures for the resolution of a grievance.



## ARTICLE 5 - GUILD ACCESS

5.1 Guild Representative. Access to Employees during Working Hours. Authorized agents of the Guild shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to.

5.2 Number of Guild Representatives. The Guild may designate two (2) employees as Guild Representatives to carry out authorized Guild activities. The Employer will pay two (2) representative at the straight time rate of pay for scheduled work hours lost in attendance at formal negotiations for a successor collective bargaining agreement between the Employer and the Guild.

5.3 Guild Bulletin Boards. The Employer shall provide suitable, non-public space for the Guild to use as a bulletin board in each City building staffed by bargaining unit employees. Posting by the Guild on such boards shall be confined to official business of the Guild.

## ARTICLE 6 - NON-DISCRIMINATION

6.1 Election of Remedies. The Employer and the Guild agree that the administration and application of this Agreement shall be consistent with applicable state, federal and local laws regarding nondiscrimination in employment. If the Guild chooses to arbitrate a grievance alleging discrimination under this provision, the Guild and the grievant shall be precluded from pursuing a claim based on the same facts in any other forum including, but not limited to, the Equal Employment Opportunity Commission and State Human Rights Commission. A failure to pursue arbitration under this provision shall not constitute a waiver of the right to pursue a discrimination claim in another forum.

6.2 No Discrimination because of Guild Membership. No employee covered by this Agreement shall be discriminated against because of his/her membership or non-membership in the Guild, or activities on behalf of the Guild; provided, however, that such activity shall not be conducted during working hours nor be allowed to interfere with the Employer's operation. The Guild may pursue a grievance to arbitration based on an alleged discrimination claim in violation of this provision. In that event, the arbitrator considering the alleged violation of this provision shall have the same authority to issue remedies as PERC. If the Guild utilizes arbitration to resolve a claim in violation of this provision, this shall be considered an election of remedies which shall preclude the Guild and the grievant from pursuing before PERC a claim based on the same facts. A failure to pursue arbitration under this provision shall not constitute a waiver of the right to pursue an unfair labor practice claim before PERC.

## ARTICLE 7 - STRIKES OR LOCKOUTS

During the term of this Agreement, neither the Guild nor any employee shall cause, engage in, sanction, encourage, direct, request, or assist in a slowdown, work stoppage, interruption of work strike of any kind, including a sympathy strike, against the Employer. The Guild and its representatives shall undertake every reasonable measure to prevent and/or terminate all such strikes, slow-downs, or stoppage of work. The Employer may discipline or discharge any employee who violates this Article. This remedy shall not be exclusive of any other remedy available to the Employer. The sole question which may be processed through the grievance and arbitration procedure in the event of discipline or discharge for violation of this Article is whether in fact the employee did violate this Article. During the term of this Agreement, the Employer shall not cause, permit, or engage in any lockout of its employees.

## ARTICLE 8 – SAFETY

**8.1 Mutual Objective.** It is the mutual objective of both parties to this Agreement to maintain high standards of safety in order to eliminate as far as possible industrial accidents and illness.

**8.2 Safety Committee.** A Safety Committee consisting of four (4) employees, two (2) representing the Employer and two (2) representing the Guild shall be established. The chair of this committee shall be rotated between the Employer and the Guild once every year. The Safety Committee shall meet a minimum of every six (6) months. The Safety Committee meetings shall be conducted on Employer's paid time and shall not exceed for hours per six (6) months.

**8.3 Safety Committee Activities.** The duties of the Safety Committee shall be to advise on matters relating to employee safety, as set forth in WISHA laws, review applicable WISHA laws and regulations, and make recommendations for maintenance of proper safety standards. Minutes of the meetings will be taken by an appointed member of the Committee. Copies of the minutes shall be sent to the Mayor's office and to the Guild Representative. Available members of the Safety Committee including at least one (1) designee of the Guild shall accompany WISHA Authorities on any walk-around inspections.

**8.4 Safety Equipment.** The Employer shall furnish proper safety devices for all employees as prescribed by WISHA standards. It shall be mandatory that all employees be trained to use such devices.

## ARTICLE 9 - LABOR-MANAGEMENT COMMITTEE

9.1 Labor-Management Committee. The Employer and the Guild agree that a need exists for closer cooperation between labor and management, and further, from time to time suggestions and complaints of a general nature affecting the Guild and the Employer require consideration. To accomplish this objective, the Employer and the Guild agree that two (2) duly authorized representatives of the Guild shall function as one-half (1/2) of a Labor-Management Committee, the other half being two (2) representatives of the Employer named for that purpose. The committee shall meet periodically for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties.

9.2 Letters of Agreement. Should the Guild and the Employer mutually agree to change, add, or delete any provision of this agreement, such change shall be set forth in an Appendix to the Agreement.

9.3 Notification. The Employer agrees to provide twenty (20) days written notice to the Association of any intent to implement a new written policy or to revise current written policy for the purpose of allowing input on the proposed implementation or change. Implementation or change of a policy may be instituted immediately in the event of an unforeseen emergency involving health or safety subject to review and input within twenty (20) days by the Association.

## ARTICLE 10 - PROBATIONARY EMPLOYEES

10.1 Probation. All employees shall serve an initial probationary period of twelve (12) months continuous service following the completion of the Academy and shall have no seniority rights during that period. Lateral hires shall serve an initial probationary period of twelve (12) months. Continuous service for purposes of calculating any period of probationary employment is not interrupted by paid leaves of absence of less than twenty-one (21) working days in the aggregate. Any period(s) of unpaid leave(s) of absence or any paid leave(s) of absence of more than twenty-one (21) working days in the aggregate shall not count toward continuous service for purposes of calculating any probationary period of employment. After completion of the initial probationary period, an employee's seniority date shall become the date on which the employee started the probation period. The discipline or dismissal of a probationary employee is specifically excluded from the grievance and arbitration provisions contained in this Agreement. The probationary period may be extended six (6) months if agreeable to both the Employer and the Guild.

10.2 Promotional/Transfer Probation & Voluntary Return to Prior Position. The probationary period for an employee who has been promoted/transferred to a new classification shall be twelve (12) months of continuous service. If an employee's performance

in the new classification is found to be unacceptable during the probationary period, a determination that is within the Employer's sole discretion, the employee shall have the right to return to the position from which the employee was promoted/transferred or, at the Employer's discretion, to any vacant position in the classification from which the employee was promoted/transferred.

10.3 Voluntary Return to Prior Position. An employee shall have the right to return to any vacant position in the classification from which the employee was promoted/transferred at any time during the probationary period.

## ARTICLE 11 – SENIORITY

11.1 Definitions. Seniority shall be defined as the length of continuous service with the Employer including the employee's probationary period, unless Civil Service Rules provide otherwise. Any bargaining unit employee promoted to a position outside of the bargaining unit shall not continue to accrue seniority for purposes of the Article. Approved leaves of absence will not interrupt continuous service for purposes of seniority. Periods of layoff will not count toward the computation of continuous service.

11.2 Seniority List. The Employer shall establish and provide to the Guild a seniority list which shall be brought up to date on an annual basis. The order of seniority shall be based on the hire or rehire date of employment, whichever is later, unless Civil Service Rules provide otherwise. The Guild will have thirty (30) calendar days following receipt of the annual seniority list to protest the placement of any employee on the list. The term "rehire" for purposes of this Article means the rehire of an employee after separation from employment for any reason other than layoff and the recall of any laid off employee at any time after the applicable period of recall set forth in Article 11.5 below.

11.3 Vacancies and Promotions. Seniority shall be given consideration along with the requirement of the Employer in filling job vacancies and promotions. Seniority shall apply when qualifications are equal.

11.4 Layoffs. When the Employer decides to eliminate a job position or positions in a classification, the layoff of employees in the affected job position(s) shall be determined strictly by the order of the seniority list by classification with the employee with the least seniority affected first. Employees who have previously held other classifications shall have the right to return to such classification if their seniority is greater than the other employees in such classification. Employees shall not accrue seniority while on layoff; seniority lists shall be adjusted accordingly.

11.5 Recall Rights. Laid off employees shall be recalled strictly on the basis of seniority to any previously held classification if a vacancy occurs. A laid off employee with one (1) year, but less than three (3) years seniority, who is not recalled within three (3) years shall lose recall rights. A laid off employee with three (3) or more years of seniority, who is not recalled within five (5) years shall lose recall rights.

11.6 Loss of Seniority. An employee shall lose seniority and the right to return to work, subject to the grievance procedure, for any of the following reasons:

- (a) voluntary resignation;
- (b) discharge for just cause;
- (c) failure to report for work within five (5) working days after receipt of notice of recall from layoff unless mutually extended by the Employer and the Employee;
- (d) exceeding a leave of absence (unless excused in writing);
- (e) giving a false reason for obtaining a leave of absence;
- (f) accepting employment while on leave of absence unless agreed to in writing by the Employer, with a copy of such writing to be sent to the Guild;
- (g) exceeding laid off employee's recall rights.

## ARTICLE 12. - EMPLOYEE CLASSIFICATIONS

12.1 Full-time Regular Employees. Full-time regular employee means any position in which the employee regularly works forty (40) hours per week.

12.2 Chief or Commissioned Command Staff Member. The Chief or Commissioned Command Staff Member shall be allowed to perform departmental bargaining unit work but shall not deprive bargaining unit employees of opportunities to work additional hours. The Chief may always perform bargaining unit work to respond to an emergency.

12.3 New Classifications. Should the Employer establish a new classification during the term of this Agreement, it shall establish wage rates for the classification which are in proper relationship to wage rates paid similar classifications or requirements of other classifications within the facility. Before putting these wage rates into effect, the Employer will bargain them with the Guild and attempt to arrive at mutual agreement on wage rates for the new classification.

## ARTICLE 13 - WAGES AND COMPENSATION

13.1 Wages. Monthly rates of pay are set forth in Appendix A which by reference herein is made a part of this Agreement. Wages shall be deposited directly by the Employer in to a bank account of the Employee's choice.

13.2 Promotions. Any employee who is promoted into a higher classification shall be placed into a step in the higher classification that represents a rate of pay which is not less than the previous rate of pay that the employee received in the classification from which the employee was promoted.

13.3 Out of Class Pay. Should an employee fill in for the absence of an employee in a classification assigned a higher salary to carry out the duties of any such absent employee for more than three (3) consecutive days, the employee shall receive out of class pay differential equal to ten percent (10%) of the employee's regular pay for all hours worked in the higher classification.

13.4 Overtime and Compensatory Time. Overtime shall be paid only upon the approval of the department director or designee for each hour worked beyond the normal working day at one-and-one-half times the employee's regular straight-time hourly rate of pay. The Mayor or designee may approve the employee's requests for compensatory time off in lieu in writing. Overtime hours shall be offered to regular officers before provisional officers not covered by this agreement.

13.4.1 Overtime for Alternative Work Schedule. In the event the parties agree to implement an alternative work schedule, consisting of twelve (12) -hour shifts, the parties agree to adopt the Fair Labor Standards Act Section 7(k) exemption for computing overtime compensation.

13.5 Call Back Pay. Police employees called back to work outside of their normally scheduled shift shall receive one and one-half times (1.5) their regular straight time hourly rate of pay; provided, however, the employee shall receive not less than three (3) hours of pay at one and one-half times the employee's regular straight time hourly rate of pay.

13.6 Detective Duty. No more than two (2) police officers will be regularly assigned to detective duty at any given time. Designation of a detective is an assignment and the number and identity of the detectives are at the Chief's discretion. The Chief's decision shall be based on the needs of the department. The police officers who are regularly assigned to detective duty will be paid Specialty Pay three percent (3%) per month for the duration of a regular assignment to, and for the period of time during which the police officer performs assigned detective duties for any part of the month.

13.7 Specialty Pay. At the Chief's discretion, specialty pay is paid at a rate of one and one-half percent (1.5%) of the regular rate of pay, per specialty, per employee. No more than two specialties per employee will be paid. The Chief has the authority to determine which specialties are subject to the extra compensation, and the specialties subject to the extra compensations are: Motorcycle Officer, Field Training Officer, SRT/ SWAT, Firearms instructor, Defensive tactics/Taser, Emergency vehicle operations course (EVOC), Crime Scene Response Unit. Employees on probation do not qualify for specialty pay

13.8 Education Pay. Employees working under this contract who have achieved an Associate of Arts (AA) or a Bachelor of Arts (BA) degree will receive additional pay per month as follows:

Degree	Additional pay per month
AA Degree	\$35.00
BA Degree	\$75.00

13.9 Telephone Consultations with City Prosecutor. Police officers will be compensated, at the applicable straight time or overtime rate, for actual time spent in afterhours telephone conversations with the City Prosecutor; provided however, that the minimum compensation for any such phone consultation will be fifteen (15) minutes.

13.10 No Pyramiding. Pay increments shall not be pyramided. Calculation of all such pay provisions shall be calculated and based upon the employee's regular rate of pay and added to the regular rate to determine monthly compensation. Overtime shall be based upon the total of regular rate and all premium and specialty pays.

#### ARTICLE 14 – HOURS OF WORK AND MEAL PERIOD

14.1 Hours of Work. Police officers shall make a bid for a duty shift of their choice submitting their first, second, and third choices to the Chief of Police or his/her designee. Based upon Department needs, employee seniority and rotation, efforts will be made to place all officers on their desired shift. The Employer shall post the new shift schedule not less than fifteen (15) days in advance. The work week shall consist of four (4) consecutive ten-hour (10) shifts or a combination of twelve-hour (12) hour shifts. Eight-hour (8) shifts may apply to any special assignment including, but not limited to light duty, detective and probationary employees. Shift assignments will last for a period of time determined by the Chief of Police and with input from the Milton Police Guild. Employees other than detectives required to return to work with less than eight (8) hours off between shifts shall be paid the overtime rate of pay for the entire shift. The City retains the final authority over shift schedules.

14.2 Meal Period. Employees shall receive a one (1) hour meal period; such time shall be considered as on-duty time.

#### ARTICLE 15 - UNIFORMS AND EQUIPMENT

15.1 Uniforms and equipment. Uniforms and equipment are itemized in the Milton Police Policy Manual. Changes to such lists shall be made through a Labor Management Committee.

Employer shall provide certain uniforms and equipment, as per said lists, at the time of enrollment in the academy and upon completion of the academy. In addition, the Employer shall provide a uniform allowance of eleven hundred dollars (\$1100.00) per year, which will be taxable as per IRS regulations.

15.2 Hazardous Materials. The Employer shall provide a mandatory decontamination of employee uniforms, equipment and vehicles in the event the employee has been exposed to any potentially hazardous chemical. The Employer shall replace the employee's equipment promptly if it is determined by chemical technicians that the equipment cannot be decontaminated. Authorized duty weapons and bullet proof vest shall be maintained by the Employer. All uniforms and equipment issued by the Employer shall remain the property of the Employer and shall be returned to the Employer upon each employee's termination of employment.

## ARTICLE 16 - HOLIDAYS

16.1 Number of Paid Holidays. Unless otherwise specified in an Appendix to this Agreement, all regular full-time and regular part-time employees shall be entitled to compensation for twelve (12) holidays per year as listed below:

The holidays herein referred to shall be as follows:

New Year's Day	Labor Day
Martin Luther King, Jr.'s Birthday	Veterans Day
Presidents' Day	Thanksgiving Day
Easter Day	The day following Thanksgiving
Memorial Day	Christmas Eve Day
Fourth of July	Christmas Day

16.2 Dates of Holidays. Dates of the above legal holidays will be the actual date of the holiday

16.3 Worked Holidays. If an employee is required to work on any the actual day of holiday listed in Section 16.1, such time worked on the holiday shall be paid at two times the employee's regular straight time hourly rate of pay. Employees assigned to the patrol division may accrue up to three hundred and thirty-six (336) hours of holiday time and vacation time.

16.4 Holiday Pay. Employees shall be entitled to eight (8) hours of holiday pay at the employee's regular straight time hourly rate of pay.



## ARTICLE 17 - VACATION

17.1 Vacation. All regular full-time employees shall be entitled to the following vacation time with pay after indicated period of continuous service:

Years of Service	Vacation Leave	Hours
1 <sup>st</sup> - 5 <sup>th</sup> year	Eight (8) hours per each full month worked	96
6 <sup>th</sup> – 15 <sup>th</sup> year	Twelve (12) hours per each full month worked	144
16 <sup>th</sup> – 20 <sup>th</sup> year	Thirteen-and-one-third (13.3) hours per each full month worked	160
20 <sup>th</sup> year and above	Fourteen and seven-tenths (14. 7) hours per each full Month worked	176

17.2 **Eligibility, Accrual and Scheduling.** Employees who have not completed their first year of service may use accrued, but unearned, vacation after six (6) months of continuous employment; provided, however, that any such employee who separates from employment before completing one year of continuous employment shall have such unearned vacation pay deducted from their final paycheck.

Continuous service for purposes of vacation leave entitlement is not interrupted by paid leaves of absence. Unless otherwise required by law, periods of unpaid leaves of absence. Unless otherwise required by law, periods of unpaid leaves of absence and layoff do not count toward the computation of continuous service.

Employees shall be entitled to accrue unused vacation leave and holiday leave not to exceed a maximum of three hundred thirty-six (336) hours. All vacation leave shall be taken at a time mutually agreeable between the employee and the Employer. Should the three hundred thirty-six (336) hour maximum be exceeded through no fault of the employee, the Employer shall pay the employee for all vacation and holiday time in excess of three hundred thirty-six (336) hours.

New employees, on being appointed to regular full-time employment, shall accrue vacation leave in accordance with the aforementioned provisions; provided, however, that any such employee who leaves the Employer's service prior to completion of one year's service shall not be compensated for any accrued vacation time.

17.3 **Payment for Unused Vacation Leave.** Employees who have completed one (1) or more years of service and leave the employment of the Employer shall be eligible for pay for all unused accrued vacation leave. Vacation leave payment will be paid at the employee's regular straight time rate of pay.

17.4 Vacation Scheduling. On November 1" of each year the Chief shall post a twelve (12) month vacation roster establishing the dates that vacation is available. Employees within the Department shall bid vacation on or before December 1" each year. Selection of vacation dates shall be made by order of seniority within each department. Where an employee chooses to split vacation into two (2) or more periods, no second or third choice may be made until all other employees have made their first or second selection respectively. Vacation scheduling requested after December 1" of each year shall be on a first come, first served basis, subject to the approval of the Chief or designee. The Employer has the right to make modification to the vacation schedule for bona fide operational reasons; provided however, that no change to a vacation schedule shall be made by either the Employer or the employee within thirty (30) calendar days of the scheduled vacation absent circumstances outside either party's control.

## ARTICLE 18 - SICK LEAVE

18.1 Sick Leave Accrual. All regular full-time employees shall accrue sick leave at the rate of eight (8) hours for each full calendar month of continuous service. All regular part-time employees shall accrue prorated sick leave based on average hours regularly worked. Continuous service for purposes of sick leave entitlement is not interrupted by paid leaves of absence. Unless otherwise required by law, periods of unpaid leaves of absence, unapproved leaves of absence and layoff do not count toward the computation of continuous service. Sick leave earned shall be credited to an employee's accruals only upon the completion of each calendar month. The maximum accrual of sick leave shall be nine hundred sixty (960) hours.

18.2 Sick Leave Compensation. All employees hired prior to January, 1993, and after five years of continuous employment shall be compensated for fifty percent (50%) of the unused sick leave at the time of mutually agreed upon severance of employment, other than termination for cause.

18.3 **Use of Sick Leave.** Sick leave may be used for any of the following reasons and purposes:

- (a) Personal illness or incapacity of the employee;
- (b) Forced quarantine of the employee by a public health official;
- (c) Family leave as required by state and federal law;
- (d) Medical or Dental appointments of the employee when such appointments cannot be scheduled during off-duty time;
- (e) Bereavement leave as set forth in Article 21.5 of this Agreement.

Sick leave shall be granted on a daily or hourly basis but in no case less than one (1) hour or increments less than one-half(½) hour when over an hour.

Any employee with perfect attendance during a six (6)-month period (January 1-June 30 or July 1-December 31) shall receive a bonus in the amount of one (1) day's pay. Any employee

with up to one (1) day's absence during a six (6)-month period shall receive a bonus in the amount of a half(½) day's pay.

Any portion of accrued sick time may be donated to another Guild member who has exhausted their sick leave.

## ARTICLE 19 - EMPLOYEE RIGHTS

19.1 Employee Protection. All employees within the bargaining unit shall be entitled to the following protection.

19.2 Application of Discipline. Any formal discipline of employees shall be applied by the Mayor or designee. Discipline shall include documented verbal warnings, written warnings, suspension without pay, demotion or discharge for just cause. Paid Administrative Leave shall not be considered discipline. Sergeants may impose discipline, including verbal and written warnings, with the concurrence of the Chief.

19.3 Just Cause. Disciplinary action shall be imposed upon an employee only for just cause.

19.4 Guild and Employee Rights. The Guild shall have the right to process any disciplinary action as a grievance through the grievance procedure, except for employees serving an initial probationary period. The suspect employee and the Guild shall be entitled to Guild representation at all meetings attended by the suspect employee where discipline is being considered for that suspect employee.

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

- a. If an employee is considered a suspect, at a reasonable time in advance of the investigative interview, the suspect employee shall be informed in writing, with a copy to the Guild, of the nature of the investigation and the allegations related thereto.
- b. The requirements of Section 19.5a of this Section 19.5 shall not apply if (1) the suspect employee is under investigation for violations that are punishable as felonies or misdemeanors under law, or (2) in the discretion of the Chief or designee, notices to the suspect employee would jeopardize the administrative investigation.
- c. The suspect employee shall have the right to have a Guild representative or attorney present during any interview which may reasonably result in a suspension without pay, demotion or discharge of the suspect employee. The opportunity to have a Guild representative or attorney present at the interview or the opportunity to consult with a Guild representative or attorney shall not

unreasonable delay the interview. However, if the interview begins with the consent of the suspect employee in the absence of a Guild representative or attorney, but during the interview the suspect employee concludes that assistance is required by reason of increasing seriousness of the disciplinary problem, the suspect employee shall be allowed a reasonable time in which to obtain a Guild representative or attorney. Provided, however, that if an employee elects to have a private attorney present during any interview or other process, the interviewer or other disciplinary process shall not be unreasonable delayed. An "unreasonable delay" is any delay in excess of forty-eight (48) hours.

- d. To the extent reasonably possible, all interviews under this Section shall take place at Police Department facilities.
- e. The City may schedule the interview outside of the employee's regular working hours, however, in that even the appropriate overtime rate of payment shall be made to the employee.
- f. The employee shall be required to answer any question concerning a noncriminal matter under investigation and shall be afforded all rights and privileges to which the employee is entitled under State or Federal laws.
- g. The employee shall not be subject to coercion, nor shall interrogator(s) make promises of rewards or threats of harm as inducements to answer questions.
- h. During an interview, the employee shall be entitled to such reasonable intermissions as the employee may request for personal physical necessities.
- i. All interviews shall be limited in scope to activities, circumstances, events and conduct that pertain to the action(s) or inaction(s) of the employee that is the subject of the investigation. Nothing in this Section shall prohibit the Employer from questioning the employee about information that is developed during the course of the interview.
- j. If the Police Department tape records the interview, a copy of the complete tape recorded interview of the suspect employee, noting the length of all recess previous, shall be furnished to the employee upon the suspect employee's written request. If the interviewed suspect employee is subsequently charged with misconduct, upon the written request of the suspect employee or the Guild, the Employer shall provide a complimentary copy of any tapes to the Guild or attorney on behalf of the employee.
- k. The employee and the Guild shall be advised within a reasonable period of time, in writing, of the results of the investigation and what future action, if any, will be taken regarding the matter investigated.
- l. This Article is not intended to limit the Police Department's ability to conduct a fair and comprehensive investigation nor impose unreasonable time limits upon the conduct of such investigation.

**19.6 Loudermill Hearing.** An opportunity to respond to the allegation(s) or charge(s) involving either a suspension, demotion or termination shall occur at a Loudermill hearing conducted and

presided over by the Chief or designee, who shall have the authority to impose or to recommend the proposed disciplinary action. Reasonable advance notice of this meeting, its time and place shall be given the employee and the Guild. In addition, prior to the Loudermill hearing, the employee and the Guild shall be provided with the following items:

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

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

19.7 Employer's Decision. Within a reasonable time, but not beyond thirty (30) calendar days from the date of the Loudermill hearing, the Chief or designee shall issue a written decision imposing discipline, exonerating the employee or taking such other action deemed appropriate.

19.8 Lie Detector tests. No employee shall be required to take or be subjected to any lie detector or similar test as a condition of continued employment.

19.9 Substance Abuse Tests. No employee, except those employees required by State or Federal law or regulation, shall be required to take or be subjected to any random alcohol or drug testing as a condition of continued employment.

19.10 Warning Records. Employee disciplinary warning records shall be provided to the employee and the Guild for each case of issuance.

## ARTICLE 20 - PERSONNEL FILES

Each employee shall have the right upon request to review and obtain copies of the contents of their personnel file. No material shall be placed in an employee's personnel file without the knowledge of the employee. An employee may respond in writing to any item placed in their personnel file and said response shall become part of the personnel file. Upon request of the employee, written warnings shall be reviewed by the Chief after twelve (12) months. Removal of the written warning shall be at the Chiefs discretion.

## ARTICLE 21 - LEAVE OF ABSENCE

21.1 Family and Medical Leave. Family and medical leave will be granted to eligible employees as required by applicable state and federal laws. During a personal medical leave of

absence, the employee will cooperate with the Employer by allowing the Employer access to attending physicians and to medical information relating to the disability or health condition for which leave has been granted; by submitting to an independent medical examination by a physician paid for and chosen by the Employer at the Employer's request; and, by assisting the Employer in searching for and accepting any alternative work the employee is able to perform. Employees taking leave under this Section for the birth and care of a newborn or the placement of a foster or adopted child will be required to use any accrued paid vacation leave and floating holidays during the leave period, prior to continuing the leave in an unpaid status. Employees taking leave under this Section for their own or a family member's serious health condition will be required to use any accrued vacation leave, sick leave and floating holidays during the leave period prior to continuing the leave in an unpaid status. Pursuant to applicable law, employees will be assigned to the same or an equivalent position upon return to work following a family or medical leave of twelve (12) weeks or less.

21.2 Military Leave. Military leave will be granted to employees as required by state and federal laws.

21.3 Jury Duty. Employees who are required by due process of law to render jury service shall receive their regular pay during such period. Employees shall remit to the City all jury pay received.

21.4 Bereavement Leave. All employees who suffer a death in their immediate family, upon submitting verification, shall be given up to five (5) days off with full pay. If additional leave is necessary, it may be granted at the discretion of the Employer and such additional bereavement leave shall be deducted from accrued sick leave. Immediate family shall be defined as spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, stepchildren, stepparents, and grandchildren on both sides.

## ARTICLE 22 - HEALTH AND WELFARE

### 22.1 Medical.

- a. Employer will contribute ninety percent (90%) of the monthly premium necessary to provide employee, spouse and dependent coverage under AWC HealthFirst Plan for every regular full-time employee. The employee shall pay the balance of the premium.
- b. The City agrees to pay the sum of One Hundred Dollars (\$100.00) per month to an HRA/VEBA account for the benefit of all Guild members.
- c. In lieu of contributions for monthly premiums for the AWC Health First Plan listed above, and at the employee's written request, the Employer will contribute one hundred percent (100%) of the monthly premium necessary to provide

employee, spouse and dependent coverage under AWC Group Health Plan 2, \$10 Co-pay Plan for every regular full-time employee.

22.2 Dental. The Employer will contribute one hundred percent (100%) of the monthly premium necessary to provide employee and dependent coverage under the AWC Dental Plan "F", with a \$1500 yearly maximum, for every regular full-time employee.

22.3 Vision. The Employer will make contributions equal to one hundred percent (100%) of the premium necessary to provide employee and dependent coverage under the AWC Vision Service Plan for every regular full-time employee.

22.4 Life. The Employer will contribute 100% of the cost of life insurance compensation for a total of \$100,000 to be paid to the employee's designated beneficiary.

22.5 EAP. The Employer shall make contributions equal to one hundred percent (100%) of the premium necessary to provide every regular full-time employee coverage under the AWC Employee Assistance Program.

22.6 Orthodontia. The Employer will contribute one hundred percent (100%) of the monthly premium necessary to provide employee and dependent coverage under the AWC Orthodontia Rider Plan V.

22.7 FSA Account. Employer will set up a Flexible Spending Arrangement (FSA) account to allow employees to pay for qualified healthcare and daycare expenses on a pre-tax basis, as governed by Section 125 of the IRS Tax Code.

22.8 Opt Out Provision. An employee may elect to opt out of medical insurance coverage for spouse and or dependents, provided that the employee has medical insurance coverage through another provider for them, and this decision is in conjunction with the annual, enrollment period. In the event that the terms of the medical insurance policy limit the number or percentage of employees who may opt out, the employer shall accept elections to opt out on a first come/first served basis. If the employee opts out, then in the month the employer is no longer required to pay the employee's health care insurance premiums, the employer shall pay the employee an amount equal to fifty percent (50%) of the employer's share of the monthly premium as compensation for each month the employer does not have to pay the insurance premium. This payment will not be considered as part of the base wage compensation for calculating overtime, longevity, or any other special pay.

22.9 Cadillac Tax Limitation. The total health benefit paid both in premiums, VEBA contributions, and related health care benefits shall not, during the life of the contract and any holdover period, exceed the amount established by federal law or regulation for the imposition of a "cadillac" tax. In the event that the total of health insurance benefits, including premiums and VEBA contributions, would exceed the limit imposed by federal law, the parties will meet to

discuss the apportionment of the available amount between the premium, VEBA account and other benefits.

## ARTICLE 23 - RETIREMENT AND DISABILITY

Employees shall receive retirement benefits as provided by State law.

## ARTICLE 24 - SAVINGS CLAUSE

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

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

24.3 Conflict with Civil Service Rules. If any provision of this Agreement is in conflict with the Employer's Civil Service Rules, the latter shall control.

## ARTICLE 25 - INDEMNIFICATION OF CITY EMPLOYEES

The Employer agrees to either provide insurance coverage on behalf of the employees or provide liability defense for employees or a combination thereof in order to reasonably protect and indemnify employees from liability to third parties resulting from employees negligently performing duties with the scope of employment; provided, however, that such coverage will not protect employees from their intentional and/or malicious tortious acts or assaults. Subject to the provisions of this Article, the coverage will include reasonable attorneys' fees and reasonable costs connected with lawsuits.



ARTICLE 26 - LONGEVITY

26.1 Longevity. In addition to the rates of pay identified in APPENDIX A, each regular full-time employee shall receive longevity pay as follows:

Years of Service	Longevity Pay
Starting 5th -9th	2% of Base Wage
Starting 10th -14th	3% of Base Wage
Starting 15th and on	4% of Base Wage

26.2 Previous Contract Provisions. Employees who received higher longevity wages as a result of the previous contract's provisions are to be grandfathered into the current contract at their previous rate of pay.

26.3 Anniversary Date. The anniversary date, for purposes of calculating eligibility for longevity pay and for step increases, will be (i) the 1st day of the month of hire for employees hired on or before the 15th day of any given month and (ii) the 1st day of the month following hire for employees hired after the 15th day of any given month.

ARTICLE 27 - SUBCONTRACTING

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

ARTICLE 28 – DURATION

This Agreement shall become effective January 1, 2017, and shall remain in full force and effect until and through December 31, 2019.


MILTON POLICE GUILD

  
Joshua Beauchamp, President

  
Kevin Peterson, Vice President

CITY OF MILTON

  
Debra Perry, Mayor  
Attest:

  
Katie Bolam, CMC, City Clerk

## APPENDIX A – WAGES

**A1.** For **January 1, 2017**<sup>1</sup>, the monthly base pay rates for employees covered by this Agreement shall be increased by \$275.00 over the 2016 wages, as follows:

2017	ACADEMY	STEP A	STEP B	STEP C	STEP D
		12 months	12 months	12 months	12 months
POLICE OFFICERS	\$5129	\$5370	\$5626	\$5892	\$6175
SERGEANT		\$6768	\$7093	\$7433	\$7792

**A2.** Effective **January 1, 2018**, the monthly base pay rates for employees covered by this Agreement shall increase by 3% (three percent) over the 2017 wages, as follows:

2018	ACADEMY	STEP A	STEP B	STEP C	STEP D
		12 months	12 months	12 months	12 months
POLICE OFFICERS	\$5283	\$5531	\$ 5795	\$6069	\$6360
SERGEANT		\$6971	\$7306	\$7656	\$8026

**A3.** Effective **January 1, 2019**, the monthly base pay rates for employees covered by this Agreement shall increase by 3% (three percent) over the 2018 wages, as follows:

2019	ACADEMY	STEP A	STEP B	STEP C	STEP D
		12 months	12 months	12 months	12 months
POLICE OFFICERS	\$5441	\$5697	\$5969	\$6251	\$6551
SERGEANT		\$7180	\$7525	\$7886	\$8267

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<sup>1</sup> 2017 Pay is retroactive to the beginning of 2017 in accord with agreement of the parties.