



CITY COUNCIL AGENDA

Council Chambers, 865 SE Barrington Drive

October 18, 2016

6:00 PM

CALL TO ORDER

Invocation - Led by Pastor Andy Mahoney, Grace Community

Pledge of Allegiance - Led by Mayor Bob Severns

Excuse Absent Councilmembers

1. APPROVAL OF AGENDA

2. PRESENTATIONS

- a. Proclamations
- b. Honors & Recognitions
- c. Community Presentations

3. CITIZEN COMMENT PERIOD

Citizens may comment on subjects of interest not listed on the agenda or items listed on the Consent Agenda. To ensure comments are recorded properly, state your name clearly into the microphone. Please limit comments to three (3) minutes to ensure all citizens have sufficient time to speak.

4. CONSENT AGENDA

Items on the Consent Agenda are considered to be routine by the Council and will be enacted with one motion unless separate discussion is requested. Approval of the Consent Agenda authorizes the Mayor to implement each item in accordance with staff recommendations.

Consent Items

- a. Approval of Payroll and Accounts Payable Vouchers
- b. Approve Minutes of the October 4, 2016 Regular Meeting & October 4, 2016 Special Meeting-Budget
- c. Oak Harbor Police Association Commissioned Unit Labor Agreement Extension
- d. Appointment: Erik Mann to the Planning Commission

5. MAYOR, COUNCIL & STAFF COMMENTS

- a. Mayor
- b. Councilmembers

- c. City Administrator
 - i. Clean Water Facility Project Update

6. PUBLIC HEARINGS & MEETINGS

To speak during a scheduled public hearing or meeting, please sign-in on the sheet provided in the Council Chambers. To ensure comments are recorded properly, state your name clearly into the microphone. Please limit comments to three (3) minutes to ensure all citizens have sufficient time to speak.

- a. None

7. ORDINANCES & RESOLUTIONS

- a. None

8. CONTRACTS & AGREEMENTS

- a. None

9. OTHER ITEMS FOR CONSIDERATION

- a. None

10. REPORTS & DISCUSSION ITEMS

- a. None

11. EXECUTIVE SESSION

- a. None

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**City of Oak Harbor
City Council Agenda Bill**

Bill No. 4. a.
Date: October 18, 2016
Subject: Approval of Payroll and
Accounts Payable Vouchers

FROM: Patricia Soule, Finance Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Doug Merriman, City Administrator
- Patricia Soule, Finance Director
- Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

I move to approve:

Accounts Payable Vouchers and Payroll Checks, see Voucher Numbers listed in the attachments and Check Numbers listed in the October 18, 2016 Regular Agenda.

BACKGROUND / SUMMARY INFORMATION

Oak Harbor Municipal Code Chapter 3.72 establishes procedures for claims (vouchers) payment. The documentation that regularly supports the signature coversheets is attached. Claim coversheets will be provided prior to the City Council meeting for appropriate Council signatures.

The following Voucher and Check Numbers are submitted for approval:

Accounts Payable Voucher Numbers:

-Voucher Numbers 168113 through 168231 in the amount of \$772,068.54.

Payroll Check Numbers:

- Direct Deposit check numbers 39441 through 39576.

- EFT check numbers 845 through 847.

- Payroll check numbers 99203 through 99214.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [10.18.16 Voucher Listing A](#)
2. [10.18.16 Voucher Listing B](#)

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168113	10/5/2016	0008383 BULLER, CANDACE	Ref000237509		UB Refund Cst #00170412	48.61
					Total :	48.61
168114	10/5/2016	0004906 CHURCHILL RENTAL	Ref000237502		UB Refund Cst #00122084	31.33
					Total :	31.33
168115	10/5/2016	0008090 COASTAL COTTAGE HOMES, INC	Ref000237508 Ref000237510		UB Refund Cst #00169967 UB Refund Cst #00170659	158.25 155.52
					Total :	313.77
168116	10/5/2016	0008379 DOWNS, EDNA	Ref000237504		UB Refund Cst #00127119	166.82
					Total :	166.82
168117	10/5/2016	0008378 DYKSTRA, CHERYLE	Ref000237503		UB Refund Cst #00126053	11.55
					Total :	11.55
168118	10/5/2016	0008250 KOSAKOWSKI, RANDIE	Ref000234627		UB Refund Cst #00164360	117.34
					Total :	117.34
168119	10/5/2016	0008381 LABARGE, RYAN	Ref000237506		UB Refund Cst #00161035	301.59
					Total :	301.59
168120	10/5/2016	0008382 OBINA, MARGIE	Ref000237507		UB Refund Cst #00164288	76.40
					Total :	76.40
168121	10/5/2016	0008377 WHIDBEY MOVING & STORAGE	Ref000237501		UB Refund Cst #00121542	173.70
					Total :	173.70
168122	10/5/2016	0008389 WILSON, DAVID	Ref000238023		UB Refund Cst #00168770	48.57
					Total :	48.57
168123	10/5/2016	0008380 YOUNG, WILLIAM	Ref000237505		UB Refund Cst #00145940	59.59
					Total :	59.59
11 Vouchers for bank code : bank						Bank total : 1,349.27
11 Vouchers in this report						Total vouchers : 1,349.27

vchlist
10/05/2016 9:21:02AM

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168124	10/5/2016	0000066 AWC EMPLOYEES BENEFITS TRUST	100416		PREMIUMS	34.31
Total :						34.31
168125	10/5/2016	0000860 STANDARD INSURANCE COMPANY	093016		LONG TERM DISABILITY	4,655.42
Total :						4,655.42
168126	10/6/2016	0007449 A-1 PERFORMANCE, INC	25974 26045		SEP 2016 CLEANING SERVICES SEP 2016 JANITORIAL SERVICES	506.55 3,066.58
Total :						3,573.13
168127	10/6/2016	0007320 ALLIED 100	724682		HEARTSTART	201.00
Total :						201.00
168128	10/6/2016	0007464 ALLIED FIRE & SECURITY	RCB1214565		4TH QTR 2016 MONITORING AGREEME	90.00
Total :						90.00
168129	10/6/2016	0006984 AMERICAN PETROLEUM	3504092716		OIL	408.98
Total :						408.98
168130	10/6/2016	0000712 AMERIGAS	3056356831		PROPANE	211.81
Total :						211.81
168131	10/6/2016	0000042 ANACORTES, CITY OF	900-9080-00 900-9080-00 900-9080-00 901-9080-01 901-9080-01 901-9080-01 901-9080-02 901-9080-02 901-9080-02		SEP 2016 WATER PURCHASED AUG 2016 WATER PURCHASED JUL 2016 WATER PURCHASED SEP 2016 WATER PURCHASED AUG 2016 WATER PURCHASED JUL 2016 WATER PURCHASED SEP 2016 WATER PURCHASED AUG 2016 WATER PURCHASED JUL 2016 WATER PURCHASED	157,541.00 157,541.00 157,541.00 1,589.73 2,228.84 1,786.16 15,037.12 19,823.53 15,107.66
Total :						528,196.04
168132	10/6/2016	0007606 ANDREWS, KIM	TRAVEL ADVANCE		TRAVEL ADVANCE	92.50
Total :						92.50
168133	10/6/2016	0008394 ARVIDSON, BRETT	EXP REIMB		EXP REIMB	25.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168133	10/6/2016	0008394 0008394 ARVIDSON, BRETT	(Continued)			Total : 25.00
168134	10/6/2016	0004019 ASSOCIATED PETROLEUM PRODUCTS	0973797-IN 0973926-IN		FUEL FUEL	7,320.26 10,266.74 Total : 17,587.00
168135	10/6/2016	0002640 B&H	115875257 115885404		CONDENSER MIC STAND	617.74 56.78 Total : 674.52
168136	10/6/2016	0007807 BLIND ENTERPRISES	2937		NAME TAGS	7.00 Total : 7.00
168137	10/6/2016	0000112 BOB BARKER COMPANY, INC	WEB000447006		TOOTHBRUSHES/TOWELS/TOOTHPAS	251.14 Total : 251.14
168138	10/6/2016	0003097 BOYER, TALLIE	TRAVEL REIMB2		TRAVEL REIMB	498.97 Total : 498.97
168139	10/6/2016	0000627 CAPITAL ONE COMMERCIAL	1386174		SUPPLIES	461.39 Total : 461.39
168140	10/6/2016	0000150 CASCADE NATURAL GAS	11829220273		NATURAL GAS/208	11.44 Total : 11.44
168141	10/6/2016	0000157 CDW GOVERNMENT, INC	FMD8176		CELL MODEM/ANTENNA	1,395.79 Total : 1,395.79
168142	10/6/2016	0000172 CHRISTIANS TOWING STORAGE	29152		TOWING SERVICES	194.57 Total : 194.57
168143	10/6/2016	0005773 COMCAST	8498300271046803		INTERNET	241.39 Total : 241.39
168144	10/6/2016	0001711 COMMERCIAL FILTER SALES & SVC	338971		PLEATS	506.87 Total : 506.87
168145	10/6/2016	0002954 COMMERCIAL PLUMBING, INC	301982		VENT PIPING INSTALLATION	1,750.07

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168145	10/6/2016	0002954 0002954 COMMERCIAL PLUMBING, INC	(Continued)			Total : 1,750.07
168146	10/6/2016	0008399 CUT-RATE BATTERIES, INC	INCRB727230		CHARGER/ADAPTER	581.40
						Total : 581.40
168147	10/6/2016	0000225 DAILY JOURNAL OF COMMERCE	3317450		DUE DATE EXTENSION	189.20
						Total : 189.20
168148	10/6/2016	0000256 DAY WIRELESS SYSTEMS	419255		RADIO REPAIR	580.09
						Total : 580.09
168149	10/6/2016	0008403 DELA CRUZ, JESSICA	EXP REIMB		EXP REIMB	16.96
						Total : 16.96
168150	10/6/2016	0000247 DIAMOND RENTALS	1-500608-54		PORTABLES	60.00
			1-500608-58		PORTABLES	60.00
			1-500619-54		PORTABLES	60.00
			1-500619-58		PORTABLES	60.00
			1-533144-10		PORTABLES	60.00
			1-533144-11		PORTABLES	60.00
			1-535690-6		PORTABLES	60.00
			1-542160		PORTABLES	210.00
			1-542162		PORTABLES	300.00
			1-543216		EXTRA CAN CLEANING	38.05
						Total : 968.05
168151	10/6/2016	0000248 DICKINSON, ROBERT D	EXP REIMB		EXP REIMB	146.73
						Total : 146.73
168152	10/6/2016	0008070 DISA GLOBAL SOLUTIONS, INC	1044099		HEARING TESTS	1,482.00
						Total : 1,482.00
168153	10/6/2016	0000967 ECOLOGY, WASHINGTON STATE DEPT OF	2017-BA0020567		BIOSOLIDS PERMIT	2,194.03
						Total : 2,194.03
168154	10/6/2016	0000273 EDGE ANALYTICAL, INC	16-21862		TESTING	1,096.00
			16-24142		TESTING	18.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168154	10/6/2016	0000273 0000273 EDGE ANALYTICAL, INC	(Continued)			Total : 1,114.00
168155	10/6/2016	0008397 ELMER, ROBERT	7015		MOORAGE REFUND	221.47
						Total : 221.47
168156	10/6/2016	0006276 EXPRESS SERVICES, INC	17870194-2 17909148-3		OFFICE SERVICE SUPPORT OFFICE SERVICES SUPPORT	1,044.40 1,044.40
						Total : 2,088.80
168157	10/6/2016	0000308 FEDERAL EXPRESS	5-555-32915		SHIPPING	186.66
						Total : 186.66
168158	10/6/2016	0000355 FRONTIER	240-2350 675-1568 675-1669 675-5190 675-6858 679-0500 679-1640 679-1651 679-1789 679-2530 679-2628 679-3902 679-8477		CURRENT PHONE CHARGES CURRENT PHONE CHARGES	1,388.92 248.53 65.86 48.31 65.86 75.28 66.03 65.86 66.03 71.18 336.19 65.86 92.77
						Total : 2,656.68
168159	10/6/2016	0000329 GALLS	006110369 006134356		GARRISON BELT GARRISON BELT	15.04 45.14
						Total : 60.18
168160	10/6/2016	0000349 GRAINGER	9227482669 9228298841 9228733565 9231237737 9231585895		GEAR OIL PUMP SOAP DISPENSER SOAP REFILL GLOVES GLOVES	269.04 111.53 70.33 178.18 178.18
						Total : 807.26

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168161	10/6/2016	0000345 GREATER OAK HBR CHAMBER OF COM	30240 30241 30242		MARKETING GRANT MARKETING GRANT VISITOR CENTER OPERATIONS GRAN	13,704.50 225.00 8,333.34 Total : 22,262.84
168162	10/6/2016	0008396 GROGAN, STEVE	4621		MOORAGE REFUND	127.20 Total : 127.20
168163	10/6/2016	0002747 GUARDIAN SECURITY	684405		ALARM MONITORING	57.00 Total : 57.00
168164	10/6/2016	0005311 HB JAEGER COMPANY, LLC	49238/2		VALVE/PIPE	770.60 Total : 770.60
168165	10/6/2016	0008398 HEPPELL, RICHARD	2122		MOORAGE REFUND	108.10 Total : 108.10
168166	10/6/2016	0003095 HOME DEPOT CREDIT SERVICES	1026934 5680134 6612874		CONCRETE MIX CAUTION TAPE BUNDLING TAPE	39.03 97.50 43.15 Total : 179.68
168167	10/6/2016	0008400 HOTEL ROSE PORTLAND	CONF #3215307		HOTEL ACCOMMODATIONS	408.19 Total : 408.19
168168	10/6/2016	0000410 ISLAND COUNTY SOLID WASTE	093016		SEP 2016 TIPPING FEES	82,234.98 Total : 82,234.98
168169	10/6/2016	0000411 ISLAND COUNTY TREASURER	100416		CRIME VICTIM COMPENSATION	175.97 Total : 175.97
168170	10/6/2016	0005445 ISLAND DEFENSE, PLLC	022		SEP 2016 PUBLIC DEFENSE	10,000.00 Total : 10,000.00
168171	10/6/2016	0000415 ISLAND DISPOSAL	093016		SEP 2016 RECYCLING	5,158.40 Total : 5,158.40
168172	10/6/2016	0007910 ISLAND DIVE SERVICES	172		DIVING SERVICES	48.92

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168172	10/6/2016	0007910 0007910 ISLAND DIVE SERVICES	(Continued)			Total : 48.92
168173	10/6/2016	0000441 ISLAND SYSTEMS	244483		WATER/MARINA	7.65
			244542		WATER/MARINA	22.95
			244721		WATER/MARINA	7.65
					Total :	38.25
168174	10/6/2016	0000494 LAKESIDE INDUSTRIES	5104258MB		ASPHALT	316.25
					Total :	316.25
168175	10/6/2016	0008194 LEE, BRIAN	EXP REIMB		EXP REIMB	10.00
					Total :	10.00
168176	10/6/2016	0007974 LEFEVRE, DENNIS	TRAVEL ADVANCE		TRAVEL ADVANCE	116.25
					Total :	116.25
168177	10/6/2016	0007782 LINDENBURG, RAY	TRAVEL ADVANCE		TRAVEL ADVANCE	116.25
					Total :	116.25
168178	10/6/2016	0000515 LOGGERS & CONTRACTORS, INC	00067279		HANDLE/SHOVEL	139.40
					Total :	139.40
168179	10/6/2016	0001909 LONG, JAY	1		DRIVING SERVICES	132.00
					Total :	132.00
168180	10/6/2016	0000530 MAILLIARD'S LANDING NURSERY	122814		YARD WASTE	166.15
			122852		YARD WASTE	120.30
			123028		YARD WASTE	205.35
			123066		YARD WASTE	90.55
			123105		YARD WASTE	104.20
			123332		YARD WASTE	234.05
			123372		YARD WASTE	85.65
			123426		YARD WASTE	102.45
			123432		YARD WASTE	20.00
			123440		YARD WASTE	20.00
			123457		YARD WASTE	10.00
			123484		YARD WASTE	111.20
			123550		YARD WASTE	154.95

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168180	10/6/2016	0000530 MAILLIARD'S LANDING NURSERY	(Continued)			
			123686		YARD WASTE	346.05
			123723		YARD WASTE	10.00
			123748		YARD WASTE	10.00
			123757		YARD WASTE	15.00
			123799		YARD WASTE	200.45
			123826		YARD WASTE	5.00
			123866		YARD WASTE	124.15
			124049		YARD WASTE	188.55
			124120		YARD WASTE	108.75
			124168		YARD WASTE	127.65
			124223		YARD WASTE	74.10
					Total :	2,634.55
168181	10/6/2016	0000660 MARKET PLACE FOOD & DRUG	668356		GROCERIES	350.67
					Total :	350.67
168182	10/6/2016	0006072 MASTER'S TOUCH, LLC	47693		SEP 2016 MAILING SERVICES FOR LAT	240.88
			47694		SEP 2016 MAILING SERVICES FOR STA	889.93
			P47694		SEP 2016 POSTAGE FOR SEPTEMBER	2,870.34
			S11585		STORAGE FOR UTILITY BILLS	1,423.43
			S161588		STORAGE FOR WINDOW ENVELOPES	1,630.83
					Total :	7,055.41
168183	10/6/2016	0006072 MASTER'S TOUCH, LLC	P47693		SEP 2016 POSTAGE FOR LATE NOTICE	406.35
					Total :	406.35
168184	10/6/2016	0000197 MILES SAND & GRAVEL COMPANY	1500629		CRUSHED ROCK	325.07
					Total :	325.07
168185	10/6/2016	0007979 MYERS, JACK	080416		TRAVEL REFUND REPLACEMENT CHEQ	96.00
					Total :	96.00
168186	10/6/2016	0007164 NATIONAL TESTING NETWORK	3534		BACKGROUND INVESTGATION SERVIC	1,475.00
					Total :	1,475.00
168187	10/6/2016	0000608 NC MACHINERY COMPANY	MVCS0265160		COTTER/PIN/COUPLER	4,205.31
			MVCS0265196		PARTS	202.49

Voucher List
City of Oak Harbor

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168187	10/6/2016	0000608 0000608 NC MACHINERY COMPANY	(Continued)			Total : 4,407.80
168188	10/6/2016	0000612 NELSON PETROLEUM	0597242-IN		FUEL	282.23
						Total : 282.23
168189	10/6/2016	0000672 OAK HARBOR ACE	276486		BATTERIES	45.62
			276562		RUST NTRLZER	20.63
			276661		CAP	0.53
			276692		WALL FAN	81.51
			276699		HAMMER HANDLE	7.16
			276750		BATTERY/COUPLE	23.46
						Total : 178.91
168190	10/6/2016	0000665 OFFICEMAX, INC	104690		POSTERBOARD	28.20
			114369		ADAPTERS	135.82
						Total : 164.02
168191	10/6/2016	0008401 OR/WA JOINT CONFERENCE	105680		REGISTRATION/LEFEVRE/LINDENBURG	550.00
						Total : 550.00
168192	10/6/2016	0001377 ORCA INFORMATION	3559		VOLUNTEERS/BUXTON/SCHROER/DIC	732.00
						Total : 732.00
168193	10/6/2016	0003164 PAINTERS ALLEY	P0004257		PAINT	57.38
						Total : 57.38
168194	10/6/2016	0001218 PBY MEMORIAL ASSOCIATION	092716		REIMBURSEMENT	1,243.57
						Total : 1,243.57
168195	10/6/2016	0000732 POWERS, RICHARD S.	TRAVEL ADVANCE		TRAVEL ADVANCE	104.50
						Total : 104.50
168196	10/6/2016	0005069 PROFORCE LAW ENFORCEMENT	287807		LASER/POWER MAGS/TSR HLST	1,188.27
						Total : 1,188.27
168197	10/6/2016	0000746 PUGET SAFETY EQUIPMENT	0035263-IN		GLOVES/UNI-SORB	268.37
						Total : 268.37

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168198	10/6/2016	0000743 PUGET SOUND ENERGY	200003131170		ELECTRICITY/WELL #7	13.77
			200010549943		ELECTRICITY/WELL #6	13.77
			200020235012		ELECTRICITY/SENIOR CENTER	1,430.58
			300000007421		ELECTRICITY/STREET LIGHTS	13,948.93
					Total :	15,407.05
168199	10/6/2016	0006762 RAINIER ENVIRONMENTAL	2313		TESTING	700.00
					Total :	700.00
168200	10/6/2016	0007944 RAMIREZ, JOSEPH	EXP REIMB		EXP REIMB	25.25
					Total :	25.25
168201	10/6/2016	0004654 RILEY, KENNETH	EXP REIMB		EXP REIMB	14.12
					Total :	14.12
168202	10/6/2016	0000781 SAFEWAY	802580		GROCERIES	45.49
					Total :	45.49
168203	10/6/2016	0000801 SEA WESTERN, INC	194095		LADDER	1,775.61
					Total :	1,775.61
168204	10/6/2016	0004415 SEATTLE PUMP	16-5096		CONNECTOR/FITTING/HOSE MENDER	198.36
					Total :	198.36
168205	10/6/2016	0008395 SHELLEY, JR, TIM	20160928		TAPING SERVICES	1,754.75
					Total :	1,754.75
168206	10/6/2016	0000831 SIX ROBBLEES', INC	14-326028		CUSTOM BOX	1,546.65
			14-328938		CONCEALED LED	290.27
					Total :	1,836.92
168207	10/6/2016	0000814 SKAGIT FARMERS SUPPLY	458715		PROPANE	31.46
			458783		HERBICIDE	59.77
					Total :	91.23
168208	10/6/2016	0002901 SMITH & LOVELESS, INC	113279		ELEMENT FILTER KIT/GASKETS	296.36
					Total :	296.36

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168209	10/6/2016	0000846 SOUND PUBLISHING	WCW723223		CITY ORDINANCES	38.62
Total :						38.62
168210	10/6/2016	0003883 STAPLES BUSINESS ADVANTAGE	3314598610		TONER	86.81
			3314598611		ENVELOPES/FOLDERS	54.45
			3314598612		TONER	352.18
			3314598613		WINDOW ENVELOPES/TONER/CHAIRM	364.81
			3315283251		ACE BANDAGE/CHAIRMAT	68.71
			3315283254		INDEX MAKER	31.41
			3315283256		ROLLING DUFFEL	52.27
Total :						1,010.64
168211	10/6/2016	0000874 SURETY PEST CONTROL	1125259		PEST EXTERMINATION	31.52
			1125264		PEST EXTERMINATION	44.57
			1125266		PEST EXTERMINATION	44.57
			1125267		PEST EXTERMINATION	33.70
			1125273		PEST EXTERMINATION	31.52
			1127745		PEST EXTERMINATION	54.35
Total :						240.23
168212	10/6/2016	0007568 THYSSENKRUPP ELEVATOR CORP	3002826736		4TH QTR 2016/ELEVATOR SERVICE	314.84
Total :						314.84
168213	10/6/2016	0001053 TREASURER, WASHINGTON STATE	100416		COURT/BC FEES	9,527.32
Total :						9,527.32
168214	10/6/2016	0006331 ULINE	80048007		DISPENSER BOX	108.26
Total :						108.26
168215	10/6/2016	0000922 UNUM LIFE INSURANCE COMPANY	091916		LONG TERM CARE	338.12
Total :						338.12
168216	10/6/2016	0004903 US BANK	4485591001621568		CREDIT CARD PURCHASES	4,486.24
Total :						4,486.24
168217	10/6/2016	0004903 US BANK	4485591000222970		CREDIT CARD PURCHASES	1,734.16
Total :						1,734.16

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168218	10/6/2016	0004903 US BANK	4485590003205248		CREDIT CARD PURCHASES	1,628.61
Total :						1,628.61
168219	10/6/2016	0004903 US BANK	4485590003291289		CREDIT CARD PURCHASES	759.61
Total :						759.61
168220	10/6/2016	0004903 US BANK	4485590003222946		CREDIT CARD PURCHASES	744.30
Total :						744.30
168221	10/6/2016	0004903 US BANK	4485590100104948		CREDIT CARD PURCHASES	631.47
Total :						631.47
168222	10/6/2016	0004903 US BANK	4485590002431076		CREDIT CARD PURCHASES	532.79
Total :						532.79
168223	10/6/2016	0004903 US BANK	4485591000646855		CREDIT CARD PURCHASES	352.44
Total :						352.44
168224	10/6/2016	0008402 VARIDESK, LLC	I-N-50689		PRO PLUS DESK	395.00
Total :						395.00
168225	10/6/2016	0008404 WASHINGTON LAW ENFORCEMENT	1574		ACADEMY DUES	600.00
Total :						600.00
168226	10/6/2016	0006853 WEED, GRAAFSTRA & BENSON, INC, LAW OI 54			PROF SVC/GENERAL	2,123.50
Total :						2,123.50
168227	10/6/2016	0000995 WEST, GARY	EXP REIMB		EXP REIMB	312.00
Total :						312.00
168228	10/6/2016	0001017 WHIDBEY PRINTERS	48727		BUSINESS CARD SHELLS	3,321.18
			48764		MARINA MAPS	167.13
			48768		OHPD INVOLUNTARY EMERGENCY DE	222.66
			48769		SELF INKING STAMP	26.20
			48770		CAMPING REMITTANCE ENVELOPES	358.71
Total :						4,095.88
168229	10/6/2016	0001010 WHIDBEY TELECOM	4044311		ALARM MONITORING	65.23

Voucher List
 City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168229	10/6/2016	0001010 0001010 WHIDBEY TELECOM	(Continued)			Total : 65.23
168230	10/6/2016	0006775 WORKSAFE SERVICE, INC	232186		DRUG TESTS	220.00
						Total : 220.00
168231	10/6/2016	0008338 ZYLSTRA, DAVID	TRAVEL REIMB		TRAVEL REIMB	32.64
						Total : 32.64
108 Vouchers for bank code : bank						Bank total : 770,719.27
108 Vouchers in this report						Total vouchers : 770,719.27

City of Oak Harbor
City Council Agenda Bill

Bill No. 4. b.
Date: October 18, 2016
Subject: Approve Minutes of the
October 4, 2016 Regular
Meeting & October 4, 2016
Special Meeting- Budget

FROM: Administration

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Doug Merriman, City Administrator
- Patricia Soule, Finance Director
- Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

Approve the Minutes from the October 4, 2016 Regular Session and October 4, 2016 Special Meeting-Budget as presented.

BACKGROUND / SUMMARY INFORMATION

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [October 4, 2016 Regular Session Minutes](#)
2. [October 4, 2016 Special Meeting -Budget Minutes](#)

Oak Harbor City Council
Regular Meeting Minutes
October 4, 2016

CALL TO ORDER

Mayor Severns called the meeting to order at 6:00 p.m.

ROLL CALL

City Council Present:

Mayor Bob Severns
Mayor Pro-Tem Danny Paggao
Councilmember Joel Servatius
Councilmember Erica Wasinger
Councilmember Rick Almborg
Councilmember Jim Campbell

Staff Present:

City Attorney Nikki Esparza
Development Services Director Steve Powers
Public Works Director Cathy Rosen
Human Resources Director Emma House
Finance Director Patricia Soule
Interim Police Administrator Terry Gallagher
Police Chief Kevin Dresker
City Engineer Joe Stowell
Project Engineer Brett Arvidson
Deputy Chief Mike Buxton
Kim Perrine, Legal Administrative Assistant

INVOCATION/ PLEDGE OF ALLEGIANCE

Reverend Rilla Barrett of St. Stephen's Episcopal Church provided the invocation and then Mayor Severns led the pledge of allegiance.

EXCUSE ABSENT COUNCILMEMBERS

Motion: Councilmember Servatius moved to excuse Councilmembers Munns and Hizon. Motion seconded by Councilmember Campbell, unanimously approved.

1. APPROVAL OF AGENDA

Motion: Councilmember Almborg moved to approve the Agenda as presented, seconded by Councilmember Servatius, unanimously approved.

2. PRESENTATIONS

- Proclamation in Honor of Friends of the Oak Harbor Library was accepted by Susan Norman, President. Proclamation read by Councilmember Campbell.
- Chief of Police Kevin Dresker was given the Oath of Office by Mayor Severns.

3. CITIZEN COMMENT PERIOD

Mayor Severns opened the Citizen Comment Period at 6:12 p.m. There were no citizen comments. The comment period was closed at 6:12 p.m.

4. CONSENT AGENDA

- a. Approval of Payroll and Accounts Payable
- b. Approve Minutes of the September 20, 2016 Regular Meeting, September 27 Special Meeting and September 28, 2016 Special Workshop Meeting
- c. Request for Proposals Rejection- Comprehensive Classification and Compensation Study
- d. Reappointment: Community Police Advisory Board, Positions 2 & 9

Adoption of Consent Agenda

Mayor Severns: If there are no objections, the Consent Agenda will be adopted as presented. There were no objections.

5. STAFF, MAYOR & COUNCIL COMMENTS

- a. Mayor comments: Mayor Severns thanked Interim Police Administrator Terry Gallagher for his service to the City of Oak Harbor and welcomed aboard Police Chief Kevin Dresker.
- b. Councilmember comments: Councilmembers Servatius and Wasinger thanked Interim Police Administrator Terry Gallagher and welcomed Police Chief Kevin Dresker to our City family.
- c. City Administrator comments: Steve Powers read City Administrator comments in Dr. Merriman's absence.
 - Emma House, HR Director, emailed out the City of Oak Harbor Recruitment Dashboard sheet showing current open jobs, current jobs in draft, active/in-process jobs and other notes.
 - Upcoming meetings:
 - October 18th @ 3-5 pm - Budget workshop regarding the general fund.
 - October 18th @ 6 pm - Council meeting.
 - October 19th @ 3 pm - Joint Workshop with City Council and Planning Commission re: Low Impact Development. Dr. Merriman will be sending out an email regarding this meeting date.
 - October 26th @ 3 pm - Budget workshop regarding revenue funds with regular workshop time at the end.
 - October is National Community Planning Month. Steve recognized the planning commission members and City planning staff.

Planning Commission

Greg Wasinger, Chair
Bruce Freeman, Vice-Chair
Hal Hovey
Cecil Pierce
Alyssa Merriman
Jes Walker-Wyse

City Staff Planners

Cac Kamak, Sr. Planner
Dennis Lefevre, Sr. Planner
Ray Lindenburg, Assoc. Planner

- c.i. Clean Water Facility Project Update by City Staff.
City Engineer Joe Stowell presented the Clean Water Facility Update.

6. PUBLIC HEARINGS & MEETINGS

None

7. ORDINANCES & RESOLUTIONS

None.

8. CONTRACTS & AGREEMENTS

a. Clean Water Facility – GMP No. 9 with Hoffman Construction for Electrical and Mechanical Services

Motion: Councilmember Servatius moved to authorize the Mayor to sign AIA Document A133 – 2009 Exhibit "A" (GMP #9) in the amount of \$33,265,589 + Sales Tax (\$2,894,106) with Hoffman Construction for self-perform concrete work for Electrical Instrumentation, and Controls, Process Mechanical and Miscellaneous Changes. The motion was seconded by Councilmember Jim Campbell, unanimously approved.

9. OTHER ITEMS FOR CONSIDERATION

None.

10. REPORTS & DISCUSSION ITEMS

None

11. EXECUTIVE SESSION

None

ADJOURN

Motion: Councilmember Almberg moved to adjourn, seconded by Councilmember Jim Campbell, unanimously approved.

Meeting adjourned at 6:40 pm.

Kim Perrine
Legal Administrative Assistant

Oak Harbor City Council
Special Meeting Minutes
October 4, 2016

CALL TO ORDER

Mayor Severns called the meeting to order at 3:00 p.m.

ROLL CALL

City Council Present:

Mayor Bob Severns
Mayor ProTem Danny Paggao
Councilmember Joel Servatius
Councilmember Jim Campbell
Councilmember Erica Wasinger

Staff Present:

Development Services Director Steve Powers
Finance Director Patricia Soule
City Engineer Joe Stowell
Public Works Budget and Purchasing Sandra Place
Public Works Director Cathy Rosen
Public Works Operations Manager Rich Tyhuis
Project Engineer Brett Arvidson
Assistant to the Mayor Deanna Emery

Councilmember Rick Almberg, Councilmember Tara Hizon, and Councilmember Beth Munns were excused.

a. Budget Presentation- Public Works

Cathy Rosen, Public Works Director shared a PowerPoint presentation with City Council and reviewed the Budget Proposal for Fiscal Year 2017-2018 for the Public Works Department.

ADJOURN

The meeting adjourned at 4:24 p.m.

Nicole Tesch, Deputy City Clerk

**City of Oak Harbor
City Council Agenda Bill**

Bill No. 4. c.
Date: October 18, 2016
Subject: Oak Harbor Police Association
Commissioned Unit Labor
Agreement Extension

FROM: Emma House, Human Resources Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Doug Merriman, City Administrator
- Patricia Soule, Finance Director
- Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

This agenda bill presents the proposed labor agreement extension by and between the City of Oak Harbor and the Oak Harbor Police Association Commissioned Unit for City Council consideration and approval.

BACKGROUND / SUMMARY INFORMATION

On September 7, 2016 the City and the the Oak Harbor Police Association - Commissioned Unit tentatively agreed to a one (1) year collective bargaining agreement extension with a 1.5% cost of living adjustment. Upon ratification of the extension, the agreement covers the years 2013 through 2017. This one-year extension is considered tentative until approved by City Council.

The cost of living adjustments for the years of the agreement are as follows:

2013	0%
2014	2%
2015	2%
2016	2.5%
2017	1.5%

There were no other significant contract items negotiated other than wages. Wages for the agreement extension are reflected in Addendum A.

LEGAL AUTHORITY

Pursuant to 41.56.100 RCW, authority and duty of employer to engage in collective bargaining -

limitations - mediation, grievance procedures upon failure to agree:

A public employer shall have the authority to engage in collective bargaining with the exclusive bargaining representative and no public employer shall refuse to engage in collective bargaining with the exclusive bargaining representative.

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [OHPA Commissioned CBA dated 2013, with addendum](#)

AGREEMENT

by and between

THE CITY OF OAK HARBOR

and

**OAK HARBOR POLICE ASSOCIATION
* * COMMISSIONED UNIT * ***

JANUARY 1, 2013 through DECEMBER 31, 2016

EXTENSION JANUARY 1, 2017 through DECEMBER 31, 2017

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Article 1 PREAMBLE

- 1.1 This Agreement is effective January 1, 2013, 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.

Article 2 RECOGNITION, MEMBERSHIP AND PAYROLL DEDUCTION

- 2.1 Recognition – Employer recognizes the Association as the exclusive bargaining representative for full-time, commissioned law enforcement officers of the Oak Harbor Police Department 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.

- 2.2 Association Membership - All employees who are, or who hereafter become, members in good standing in the Association on or after the effective date of this Agreement, shall maintain their membership in good standing in the Association as a condition of continued employment. All employees who are not now members in the Association and/or all new employees hereinafter employed shall, within thirty-one (31) days from their first date of hire, or within thirty-one (31) days from the effective date of this Agreement, whichever is later, become and remain members in good standing in the Association as a condition of continued employment, or pay a service fee to the Association not exceeding the amount of regular Association dues and initiation fees and not exceeding the maximum agency fee that may be assessed as a matter of law.

- 2.3 Payroll Deduction – The Employer shall deduct from the pay of each employee covered by this Agreement, upon their written authorization, the dues and fees of the Association, and shall remit to said Association all such deductions monthly.

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.

- 2.4 Normal Police Use of Reserves in 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 his or her 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 3 NON-DISCRIMINATION/GENDER

- 3.1 Non-Discrimination – The Employer and the Association shall abide by federal, state and local laws against discrimination towards all individuals with respect to their hiring, compensation and terms and conditions of employment.

Claims of unlawful discrimination shall be pursued privately through State and Administrative agencies or through the courts and are not subject to the grievance procedure.

- 3.2 Gender – 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 4 PROBATION, SENIORITY, EMPLOYEE ROSTER

- 4.1 Initial Probation Period – New employees shall be subject to a probation period for new or inexperienced employees and lateral entry employees commencing with their date of hire and concluding eight (8) months following graduation from or certification by the Washington State Criminal Justice Training Commission Academy, or from date of hire, as it would apply to lateral Entry new hires. Said initial probationary period may be extended up to an additional four (4) months. During either the initial or extended probationary periods, such employee may be disciplined and/or discharged at the sole discretion of the Employer.

4.1.1 For the purposes of pay, an entry level employee's pay step will increase from the 1st grid step to the 2nd grid step on the anniversary date of his/her date of hire. A lateral entry employee's pay step will increase from the grid step in which they were placed at hire to the next grid step on the anniversary of their hire date as provided in the wage grid.

- 4.2 Promotion Probation Period – A member of the Bargaining Unit who has been promoted in rank shall serve a six (6) month probationary period commencing with their first work shift. 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.

- 4.3 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.
- 4.4 Employee Roster – The Employer shall provide the Association annually a roster of all current employees in the bargaining unit with their respective seniority dates effective each July 1st during the term of this Agreement.
- 4.5 Termination - An employee shall lose all seniority in the event of discharge or voluntary termination.

Article 5 **ASSOCIATION BUSINESS**

- 5.1 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.
- 5.2 Bulletin Boards – The Employer shall provide space for a bulletin board at each station which may be used by the Association.
- 5.3 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.
- 5.4 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 his/her visitation in advance with the Chief of Police or designee for a mutually agreed-upon time and shall limit his/her 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 Article 5.1. The Association may utilize Employer Facilities for meetings, subject to availability, and with the prior approval by the Chief of Police or designee.

- 5.5 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 5.1.

Article 6 WORK PERIOD

- 6.1 Work Period – Defined – Employees will be assigned to a work period under Section 7(k) of the Fair Labor Standards Act, 29 U.S.C., 207(k), based on their schedule.
- 6.1.1 3/12 Schedule – For employees working a schedule of three (3) twelve-hour days, followed by three (3) days off, the work period will consist of twenty-four (24) consecutive days.
- 6.1.2 5/8 or 4/10 Schedule – For employees working a schedule of five (5) eight-hour days followed by two (2) days off, or four (4) ten-hour days followed by three (3) days off, the work period will consist of twenty-eight consecutive days.
- 6.2 Five-8 Hour Shifts: Employees who work eight (8) hour shifts 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 High School Resource Officer will work the 5-8 shift.
- 6.3 Four-10 Hour Shifts: Employees who work the ten (10) hour shift shall work four (4) consecutive days and have three (3) consecutive days off. Any hours worked in excess of the above shall be compensated at the overtime rate. Employees assigned to the Detective and Special Operations Division will work the 4-10 hour shift.
- 6.4 Changing Hours of Work - An employee's hours of work can be changed if mutually agreed upon by the Association and the Employer.
- 6.5 Breaks - For employees who work the three (3) twelve (12) hour shift plan, the workday shall include one (1) 40-minute lunch break, and three (3) 20-minute rest breaks. For 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. All employees shall be subject to immediate call during rest and lunch breaks at no cost to the Employer. Management reserves the right to schedule breaks and lunches.
- 6.6 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 working the 4-10 shift may have their schedules adjusted to maintain shift coverage. Days off and shift hours may be changed to reflect a 5-8 schedule to cover shifts, at no cost to the Employer.
- 6.7 Shift Changes - Employees agree that additional days worked as a result of monthly shift schedule changes will not be considered overtime. Employer agrees that days not worked as a result of quarterly 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.

6.7.1 The parties agree that additional days worked as a result of bi-monthly shift and yearly squad rotation schedule changes will not be considered "overtime." Likewise, days not worked as a result of such shift and squad changes are not required to be "made up" for time not worked. The same policy regarding hours worked/not worked arising from daylight savings time change will be applied.

Article 7 WORK HOURS, OVERTIME, CALLBACK, STANDBY, COURT TIME

7.1 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.

7.1.1 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.

7.1.2 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.

7.2 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 the time and one half (1 1/2) rate and may be required to perform work for the entire time.

7.2.1 Court Time - Time spent in court, including time spent en route to and from 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, between 1600 and 1700 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 and one half (1 1/2) rate.

7.2.2 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.

- 7.3 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.
- 7.4 Time of Effect for Overtime - Overtime pay will come into effect after fifteen (15) minutes of the employee's regular shift and he/she will be paid for the one (1) hour's overtime until he/she is at one hour and fifteen minutes past his/her shift, at which time he/she will be paid for two (2) hours, etc., until his/her duties are completed or he/she is relieved, at the rate of one and one-half (1½) his/her regular hourly rate.
- 7.5 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 7.1 – 7.6).
- 7.6 Compensatory Time Accumulation – Any payable compensatory time given, in excess of eighty (80) hours, in lieu of paid overtime, will be by mutual agreement between the Department and the employee. A maximum of eighty (80) hours of payable comp time or 120 non-payable comp time hours can be carried over from one month to the next. Any additional hours in excess of eighty (80) payable hours at the end of the month will be paid to the employee at his/her regular pay rate. Any additional non-payable hours in excess of 120 hours will be carried for one month with notification that the employee has that period of time to use the non-payable comp time overage or it will be forfeited. The Department reserves the right to schedule this time off if at the end of a reasonable period of time (within the three (3) month period) the employee fails to schedule the excess time. Upon termination or retirement, unused payable compensatory time will be paid to the employee at the regular rate of pay. An employee may request to carry over more than 120 hours, for a specific amount of time, and for a specific period and purpose, upon approval by the Chief of Police.
- 7.7 No Loss - No payable 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 (see §7.6).
- 7.8 Death - Upon the death of any employee in active service within the bargaining unit, his estate shall be paid any accrued but unused payable compensatory time. An employee is deemed on active service for purpose of this Section 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. Any such payment shall be made as a lump sum settlement for the number of payable hours accumulated.

- 7.9 Time Chits in Duplicate - Time chits recording overtime shall be made in duplicate, with the employee retaining a copy.
- 7.10 Approval of Overtime - All overtime work performed must be requested and/or approved by the Department.

HOURS OF WORK

- 7.11 Three-12 Hour Shifts: Employees who work a twelve-hour shift, shall not exceed three consecutive days in a week (excluding overtime). 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 his/her Kelly Day within a six (6) week period may be assigned a day off by management. The shifts will rotate from AM (days) to PM (nights) every sixty (60) days. Employees assigned to the Patrol Division work the three 12-hour shift.
- 7.11.1 The Employer may have the Dayshift teams designate one of the Dayshift Officers to a mandatory cover shift (for the purposes of this section, cover shift will be designated as a dayshift team assignment).
- 7.11.2 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).
- 7.11.3 Shift Rotation: The Employer may implement a once yearly squad rotation for one (1) team member per squad. The designated patrol team member will rotate from one squad to another (days to nights and nights to days). 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). This rotation will be coordinated by the Patrol Supervisors. 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 16.5, vacations that have been approved by the Department will not be changed as a result of a Department imposed shift change occurring after the vacation selection period set out in Article 12.7.
- 7.11.4 Employees assigned to the Patrol Division work the 12-hour shift working three (3) consecutive days and having three (3) consecutive days off.
- 7.11.5 On an annual basis (between January and March) the patrol sergeants and their respective squads will be subject to review by the Captain for productivity and effectiveness. After review the Captain may deem it necessary to move all the patrol sergeants from their respective squads to a different squad. Moving sergeants from squads shall be for the primary purpose of career development and not for disciplinary reasons. The rotation shall be for a period of at least one year.

7.11.5.1 In making the rotation the Captain will ensure there is no loss of time or pay or benefits including any overtime that is due. The Department will pay overtime as necessary consistent with the CBA. The Captain will also ensure that issues such as sergeant's current shift, sleep pattern, etc. are taken into consideration before effectuating a rotation.

7.11.5.2 After twelve (12) months the Captain will study the effect on staffing levels, productivity and other factors.

7.12 Offers of Overtime - The employer shall offer employees to volunteer for known overtime shifts, on a seniority basis and within job classification. If no employee(s) volunteer for the overtime shift the junior most employee will be assigned.

7.13 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.

Article 8 **MAINTENANCE OF STANDARDS**

8.1 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 9 **HOLIDAYS**

9.1 Holidays Identified – the following shall be considered Holidays:

January 1 st	Labor Day	Thanksgiving Day
President's Day	July 4 th	Day after Thanksgiving
Memorial Day	Veteran's Day	Floating Holiday (1)
Martin Luther King Day	Christmas Day	

9.2 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.

9.3 Additional Compensation – If an employee works on any of the above Holidays, on a regular work day, he/she shall receive pay at one (1) times the regular rate performed, in addition to Holiday Pay. The employee may elect to add the Holiday Pay to the compensatory time bank.

9.4 Regular Day Off – If a Holiday falls on the employee's regular work day off, he/she will not receive any extra pay for that day. The employee shall receive compensatory time in the amount of the employee's regularly scheduled work shift, which must be taken as such. Holidays which occur during the employee's vacation or sick leave shall not be charged against such leave. This compensatory time may be carried over from month to month and will be drawn on first.

- 9.5 Called in on Holidays – If an employee is called in to work on a Holiday, on his/her regular day off, he/she will receive overtime pay (1-1/2) pay for the number of hours worked; in addition to the compensatory time received in §9.4 above.
- 9.6 Definition of Work on a Holiday – In the event an employee works the bulk of his 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.
- 9.7 Treatment of Vacation or Sick Leave – Holidays which occur during the employee’s vacation or sick leave shall not be charged against such leave.

Article 10 WAGES

- 10.1 Wage Schedule – Wages effective January 1, 2013 through December 31, 2016 are listed on the attached Classification Schedule, as Addendum A to this Agreement
- 10.2 Out-of-Class Pay/Supervisor Pay – An employee assigned to perform in a higher paid job classification shall receive the base rate of pay for the higher classification for the duration of such assignment.

Article 11 LEAVES OTHER THAN VACATION

- 11.1 Sick Leave – All full-time Employees shall receive sick leave benefits in accordance with the following:
- 11.2 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, as it pertains to “Payment Upon Separation” as outlined in Article 11.8, but shall continue to accrue for sick leave usage.
- 11.3 Authorization – Sick leave shall be taken as needed up to the limit of accrual on occurrence of the following conditions:
 - 11.3.1 Personal Illness – Personal illness or physical incapacity which renders the employee unable to perform the duties of his position.
 - 11.3.2 Quarantine – Enforced quarantine in accordance with health regulations.
 - 11.3.3 Medical Appointments, etc. – Medical, Dental, or optical appointments; or
 - 11.3.4 Family Care Sick Leave – Sick leave days of absence from the job shall be granted to an employee due to a requirement to care for immediate family members, as defined in Article 11.13. Written or verbal verification for family care sick leave may be required from an attending physician by the Chief of Police or his/her designee. The Employer will comply with the Family Medical Leave Act of 1993.

- 11.3.5 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.
- 11.4 Verification – After three (3) days of sick leave, the Employer may require a doctor’s certificate.
- 11.5 Accounting – Sick leave shall be computed exclusive of holidays and vacations.
- 11.6 Family Leave – An employee may use up to twelve (12) weeks of Family Leave per year, to care for a newborn, adopted or foster child, or seriously ill child, parent or spouse, or because of the employee’s own serious illness. The employee may choose to use accrued sick leave and other paid leave time, or take unpaid leave time. The employee may use a combination of paid and unpaid leave. The Employer shall agree to continue health and dental benefits only to employees while on unpaid leave. Any additional related costs shall be borne entirely by the Employee.
- 11.7 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.
- 11.8 Payment Upon Separation – Upon retirement, or termination, unused sick leave shall be paid 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% | “ “ | | |
- 11.9 Death – Upon the death of any Bargaining Unit employee, his estate shall be paid accrued but unused sick leave in accordance with Article 11.8. 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. Any such payment shall be made as a lump sum settlement for the number of days provided for in this Article.

11.10 Sick Leave Bank – Effective his/her date of employment with the Employer, a new employee will be credited with ninety-six (96) hours of sick leave. Upon completion of the first 12 full months of employment employees will begin to accrue monthly sick leave as otherwise herein provided.

11.11 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 may be required.

11.12 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); provided however, if necessary for health or travel, an amount up to an additional forty (40) hours leave can be charged to the employee’s sick leave, upon approval of the Chief of Police or designee.

11.12.1 Definition of Family – The term “immediate family” shall include:

- Spouse and children, including step-children and foster children of the employee;
- Mother, Father, Brother, Sister 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
- 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.

11.13 Maternity Leave – Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom, are, for all job-related purposes, to be considered temporary disabilities. Accrued sick leave, annual leave and Family Leave may be used for childbearing or related circumstance (i.e., miscarriage, or recovery there from). The Employer shall continue health and dental benefits only to employees while on unpaid leave. Any additional related costs shall be borne entirely by the employee. If the period of disability because of childbirth or related circumstances extends beyond the employee’s accrued sick leave, Family Leave and Maternity Leave, then she may take a leave of absence not to exceed one year without pay and fringe benefits, unless the employee reimburses the employer the cost of such benefits. When the above occurs, the employee must work out the conditions of the leave of absence with the Chief of Police or designee. Eligibility for sick leave benefits due to childbearing or related circumstances require that an employee provide the Employer thirty (30) days’ notice, if possible, of the anticipated date of departure and date of intention to return to active employment.

Employees shall not be categorically denied the opportunity to work during the entire period of pregnancy, and may continue to work as long as the individual and her physician concur in her ability to work, and the demands of the job are satisfied. Proof of the physician's concurrence shall be submitted at regular intervals during the employee's pregnancy, when requested by the Employer.

Upon return from disability leave, if related to pregnancy, childbirth or related circumstances, an employee shall return to her same job and pay.

- 11.13.1 Adoption – The above Article 11.13 shall also apply in cases of adoption by an employee.
- 11.13.2 Equal Rights – Male employees shall be entitled to use up to two (2) weeks of sick leave, vacation, or compensatory time upon the birth or adoption of a child.
- 11.13.3 Maternity Leave of Absence – A Maternity Leave of Absence without pay may be Granted to the employee, upon written request, for a defined period of time, upon approval of the Chief of Police or designee.
- 11.14 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).
- 11.15 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.
- 11.16 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.
- 11.17 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.
- 11.18 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.

Article 12 VACATION

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

CONTINUOUS YEARS OF SERVICE	VACATION ACCRUED PER YEAR	
0-5 years	12 days	96 hours
6-10 years	15 days	120 hours
11-15 years	20 days	160 hours
16-20 years	22.5 days	180 hours
21 + years	25 days	200 hours

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

12.3 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 two (2) times her/his annual accrual at the end of her/his anniversary month. Annual leave accrued and unused in excess of that permitted by this Article shall be forfeited.

12.4 No Deduction of Vacation - Except as provided in Article 12.3, 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.

12.5 Termination – Upon termination from all City employment, the employee shall be paid a lump sum settlement for the number of days of annual leave accrued and not previously used.

12.6 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.

Employees rehired after lay-off for more than one (1) year shall accrue leave benefits on the same basis as provided for lateral transfer employees under Article 11.10. 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.

12.7 Seniority / Scheduling – Vacation periods shall be selected by seniority. Vacation requests shall be submitted in writing by March 1st for proper scheduling. Vacation requests submitted prior to March 1st shall be responded to by the Chief of Police or designee within two (2) weeks following submittal. After the said March 1 date any vacation requests shall be subject to availability.

12.7.1 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.

12.8 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.

12.9 Military Leave - 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 not incur overtime expense as a direct result of scheduled military or National Guard training.

12.10 Lateral Transfer Employees – Employees who laterally transfer from an agency outside the City of Oak Harbor into the Department shall be considered to have seniority for vacation purpose as is reflected by their actual period of employment with the Employer.

12.11 Death – Upon death of any employee in active service within the Bargaining Unit, his estate shall be paid any accrued unused vacation time. An employee is deemed on active service for purpose of this Section 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. Any such payment shall be made as a lump sum settlement for the number of hours accumulated.

Article 13 **DISTANCE FROM RESIDENCE**

13.1 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 14 UNIFORMS, CLOTHING ALLOWANCE AND CLEANING ALLOWANCE

14.1 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 15.

14.2 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 Shoe	1 pair
Dress Shoe/Detective	2 pair
Uniform Boots	1 pair
Baseball Hat	1
Rain gear	1 set
Jumpsuit.....	2 (winter/summer: officer choice)

14.3 Standard Weapon, Weapon Items & Equipment:

Service Weapon	1 (new employee only)
Chemical Irritant.....	1
Hinged & Chained Handcuffs.....	1 pair each
Night Stick.....	1
Portable Radios Holder.....	1

14.4 Standard Leather Gear Items:

Gun Belt.....	1
Uniform Pan Belt.....	1
Gun Holster.....	1
Chemical Irritant Holster.....	1
Handcuff Cases.....	2
Bullet Pouches.....	2
Riot Helmet.....	1 (optional)
Keepers.....	4
Night Stick Ring/Flashlight Ring.....	1

Badge Holder or Badge Wallet.....	1
Ammo Pouch (Detective).....	1
Key Holder.....	1
Wrist Watch	1(replacement only/up to \$40 value)
Trouser Belts.....	1
Glove.....	1 pair

14.5 Standard Miscellaneous Items:

Gear Bag.....	1
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14.6 Standard Special Department Uniforms/Accessories:

Detective Raid Jacket.....	1
Motorcycle Boots.....	1
Motorcycle Uniform Pants.....	3
Motorcycle Gloves.....	2
Motorcycle Helmet.....	1

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

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

14.9 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.

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

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

14.11 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.

14.12 Plainclothes officers – Plainclothes officers assigned to the Investigative Unit shall receive \$600 maximum per budget year, effective on the 1st of January each year while in the Investigative Unit. Plainclothes officers, upon initially entering the Investigative Unit, shall receive a clothing allowance of \$500 and, after six (6) months of satisfactory service,

may receive \$400 additional allowance, for a maximum of \$900 during the first twelve (12) months in the Unit. After the first twelve (12) months in the Unit, the officer shall receive a pro-rated amount of the annual allowance, calculated on the month in which the first twelve (12) month period ends. Thereafter, effective January 1st of each subsequent year while assigned to the investigative unit, the officer will receive the standard \$600 per budget year.

14.13 Cleaning Allowance – The Employer shall pay all cleaning costs.

14.14 Property of Employer – All uniforms and equipment issued by the Employer to each employee shall remain the property of the Employer.

Article 15 **GRIEVANCE PROCEDURE**

15.1 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.

15.2 Grievance Process – The procedure shall be as follows:

15.2.1 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.

15.2.2 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.

15.2.3 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.

15.2.4 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.

- 15.3 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.
- 15.4 Time limits may be modified by mutual agreement of the parties.
- 15.5 Working days shall be defined as Monday through Friday and shall exclude Saturday, Sunday and holidays.

Article 16 MANAGEMENT RIGHTS

- 16.1 Recognition by Association - The Association recognizes the prerogative of the Employer to operate and manage its affairs in all respects, in accordance with its responsibilities and power of authority. Scheduling Work – Subject to the provisions of this Agreement, the Employer has the right to schedule work as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and public safety.
- 16.3 Job Description - It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.
- 16.4 Rights Reserved to Management - Subject to the provisions of this Agreement, the Employer reserves the right to:
 - 16.4.1 Recruiting and Promotions - Recruit, assign, transfer, or promote members to positions within the Department.
 - 16.4.2 Discipline - Suspend, demote, discharge, or take other disciplinary action against members for just cause.
 - 16.4.3 Levels and Methods of Service - Determine methods, means and personnel necessary for departmental operations.
 - 16.4.4 Budget Control - Control the departmental budget and to take whatever action is necessary in emergencies including unforeseen budget issues and shortfalls, which adversely impact the levels of service to the community, and which would cause a hardship to the Department.
 - 16.4.5 Emergencies. The Chief of Police may take whatever action is necessary for the

duration of an emergency in order to assure proper functioning of the Department.

Article 17 LIABILITY INSURANCE PROTECTION

17.1 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.

17.2 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 his/her duty.

17.3 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 17(B) SEPARATION

17(B).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 18 HEALTH AND WELFARE

18.1 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.

18.2 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 18.

18.3 The Employer shall provide eligible enrolled employees a group medical and group dental

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 18 for renegotiation.

- 18.4 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.
- 18.5 The Employer shall pay seventy-five percent (75%) of premium amount required to provide eligible enrolled dependents of enrolled employee covered by this Agreement with group medical and group dental insurance coverage.
- 18.6 Effective July 1, 2015 – December 31, 2016, employees enrolled in the HealthFirst Plan will pay the difference between the employer's maximum contribution under the HealthFirst 250, Group Health \$10 or High Deductible Health Plan (as the case may be) and the cost of the HealthFirst Plan. Effective in 2016 there shall be an open enrollment for 2017 plan selection afforded to bargaining unit employees offering the same choices as the City provides to unrepresented staff pursuant to Resolution 13-24.
 - 18.6.1 Bargaining unit employees paid "opt out money" prior to August 27, 2015 and who did not enroll in any City medical plan such employees will be eligible for medical enrollment no earlier than thirty (30) days following the date of ratification, consistent with the terms of the medical plans. .
 - 18.6.2 It is agreed that all "opt out money" ended as of [the date of ratification].
 - 18.6.3 Employees receiving money considered to be "opt out money" shall as of August 27, 2015, be covered by City Resolution 13-27 whereby their "opt out money" payments will be included in their individual wage rate (red circle rate) until such time as the wage rate in Appendix B for their classification shall exceed their individual wage rate. Administration of this provision shall be consistent with Resolution 13-27.
 - 18.6.4 All "opt out money" received by any employee after August 27, 2015 shall be constructive wages and such amounts are paid as "red circle" wages pursuant to Resolution 13-27

Article 19 MISCELLANEOUS

- 19.1 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.

- 19.1.1 Schedule Adjustment – 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 work day. Employees will be paid for travel time to and from training at the overtime rate except for employees attending Basic Academy. Employees attending Basic Academy will be paid travel time at the outset of training and upon completion of training.
- 19.1.2 Mileage Reimbursement – In the event an Employer vehicle is not available and an employee travels to required training in his personal vehicle, he shall be reimbursed for mileage at the approved IRS rate.
- 19.2 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.
- 19.3 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 fifteen (15) days 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 his or her 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 he/she leave City employment before having earned enough regular sick leave to pay back any Special Sick Leave used.

Article 20 DISCIPLINE

- 20.1 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 21 EMPLOYEE RIGHTS

- 21.1 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.

- 21.2 Notice in Writing – An employee shall be advised in writing of the particular nature of the investigation and as to whether he/she is a witness 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.
- 21.3 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.
- 21.4 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.
- 21.5 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 his/her 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 his/her constitutional rights in criminal matters.
- 21.6 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.
- 21.7 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 him or her and/or whose statements will be used against him or her. 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.
- 21.8 No Abuse – The employee shall not be subject to any profane language nor threatened with dismissal, transfer or other disciplinary punishment as a guise 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.

- 21.9 Taping of Interview – Upon mutual agreement and at no cost to the employee, the interview shall be recorded on tape and the tape(s) shall be immediately turned over to a third (3rd) party (i.e., City Clerk) who shall be responsible for their safekeeping.
- 21.10 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.
- 21.11 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.
- 21.5 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 twenty-four (24) hours after the incident. In all other incidents where the use of any force occurred the employee would have three (3) hours, (or within a reasonable proximity of three (3) hours), after having been informed of the above mentioned rights to consult with an attorney or an Association representative or both.

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 22 WHISTLEBLOWER ACT

22.1 The following principles are to be followed with regard to the City of Oak Harbor Whistleblower regulations:

22.1.1 The provisions of the Whistleblowers policy are a “safe harbor” protection for employees. Thus, an employee following the provisions of the “Whistleblowers” policy and/or acting in good faith are protected from discipline. Conversely, failing to follow the designated procedures is not a “rule of discipline.”

22.1.2 Failure to follow these procedures, depending on the circumstances, may be a relevant evidence as to (1) whether the violation of applicable rules of conduct has occurred; (2) whether the violation, if it has occurred, was done maliciously or with other bad motive; or (3) whether serious discipline, if any, is appropriate.

Article 23 SEPARABILITY AND SAVINGS

23.1 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 24 ENTIRE AGREEMENT

25.1 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 25 TERM OF AGREEMENT

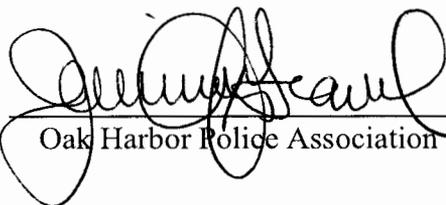
This Agreement shall be effective upon adoption by the City unless otherwise provided for herein, and shall remain in full force and effect through December 31, 2016, and year to year thereafter, unless written notice is given by the Employer to the Association or the Association to the Employer not later than September 01, 2016, to the effect that the Employer or the Association wishes to terminate or modify the Agreement.

SIGNED THIS 1st DAY OF December, 2016.

BY: 
Mayor, City of Oak Harbor

BY: 
Oak Harbor Police Association

BY: 
Chief of Police

BY: 
Oak Harbor Police Association

Article 24 SEPARABILITY AND SAVINGS

24.1 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.

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Article 26 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, 2017, 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, 2017, to the effect that the Employer or the Association wishes to terminate or modify the Agreement.

SIGNED THIS _____ DAY OF _____, 20_____.

BY: _____ BY: _____
Mayor, City of Oak Harbor Oak Harbor Police Association

BY: _____ BY: _____
Chief of Police Oak Harbor Police Association

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

January 1, 2013 through December 31, 2016

A.1 Wage rates shall be as set out below to be effective the first full pay period of January of the referenced year:

2013

POLICE OFFICER		0-12 Mo.	13-24 Mo.	25-36 Mo.	37 - 48 Mo.	49-60 Mo.	61+ Mo.
	2013	\$4,816	\$5,057	\$5,298	\$5,538	\$5,779	\$6,020
SERGEANT (Months as Sergeant)		0-12 Mo.	13-24 Mo.	25-36 Mo.			
	2013	\$6,622	\$6,742	\$6,863			

0% COLA

2014

POLICE OFFICER		0-12 Mo.	13-24 Mo.	25-36 Mo.	37 - 48 Mo.	49-60 Mo.	61+ Mo.
	2014	\$5,105	\$5,360	\$5,616	\$5,870	\$6,126	\$6,381
SERGEANT (Months as Sergeant)		0-12 Mo.	13-24 Mo.	25-36 Mo.			
	2014	\$7,019	\$7,147	\$7,275			

2% COLA
4% Mkt Increase

2015

POLICE OFFICER		0-12 Mo.	13-24 Mo.	25-36 Mo.	37 - 48 Mo.	49-60 Mo.	61+ Mo.
	2015	\$5,284	\$5,548	\$5,812	\$6,076	\$6,340	\$6,605
SERGEANT (Months as Sergeant)		0-12 Mo.	13-24 Mo.	25-36 Mo.			
	2015	\$7,265	\$7,397	\$7,529			

2% COLA
1.5%*

*It is agreed that 1.5 % wage increase was granted in recognition that Officers are called upon to perform assignments which involve special training or duties.

2016

POLICE OFFICER		0-12 Mo.	13-24 Mo.	25-36 Mo.	37 - 48 Mo.	49-60 Mo.	61+ Mo.
2016		\$5,416	\$5,687	\$5,958	\$6,228	\$6,499	\$6,770
SERGEANT (Months as Sergeant)		0-12 Mo.	13-24 Mo.	25-36 Mo.			
2016		\$7,447	\$7,582	\$7,718			

2.5% COLA

A.1.1 Additional Wage Increases

Effective the first full pay period in 2014 there shall be an additional four percent (4%) “market” increase for a total of six percent (6%) in 2014.

Effective the first full pay period in 2015 there shall be an additional one-time increase of one and one-half percent (1.5%) in the wage table rates in recognition that Officers are from time-to-time assigned to perform duties requiring training or duty emphases. This recognition of assignment wage increase shall remain a part of the wage of Officers. See note in wage table. Total increase is three and one-half percent (3.5%) in 2015.

- A.2 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.3 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.4 Wage Step Placement – The Association recognizes the Employer may find it necessary to hire individuals with current or prior law enforcement experience in the classification of Police Officer. Such lateral entry placement may be assigned to any step in the Police Officer Classification wage rate structure in Appendix A.1 at the sole discretion of the Chief of Police or designee.

Education Incentive Pay

- A.5 Employees covered by this agreement with 45 college credits from an accredited institution shall receive one hundred and one half percent (101.5%) of the applicable wage rate in section A or as amended.
 - A.5.1 Employees covered by this Agreement with an Associate Arts or Science degree from an accredited institution shall receive one hundred three percent (103%) of the applicable wage rate in Appendix A or as amended.
 - A.5.2 Employees covered by this Agreement with an Associate Arts or Science degree in Criminal Justice, Behavioral Science(s), or Public Administration from an accredited institution shall receive one hundred four and one half percent (104.5%) of the applicable wage rate in Appendix A or as amended.
 - A.5.3 Employees covered by this Agreement with a Bachelor of Arts or Science degree in the Criminal Justice, Behavioral Science(s), or Public Administration from an accredited institution subject to the approval of the Police Chief or designee shall receive one hundred six percent (106%) of the applicable wage rate in Appendix A or as amended.
 - A.5.4 It is understood that the Education Pay in Appendix A.5 and A.6 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.

- A.6 45 College Credits.....Add \$50.00/Mo. to Grid
- AA Degree.....Add \$100.00/Mo. to Grid
- LE-AA/90 Credits.....Add \$150.00/Mo. to Grid
- BA/BA-LE/180 Credits.....Add \$200.00/Mo. to Grid A.1

A.7 Longevity will be paid to employees as follows based on base wage:

- Fifteen (15) years.....One percent (1%)
- Twenty-plus (20+) years.....Two percent (2%)

EFFECTIVE 1st pay period 2014

- Ten (10) years.....One percent (1%)
- Fifteen (15) years.....Two percent (2%)
- Twenty-plus (20+) years.....Three percent (3%)

EFFECTIVE 1st Pay period 2015

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

EFFECTIVE 1st Pay period 2016

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

A.7.1 Longevity percentages are not compounded

A.8 Retroactive checks to be issued within thirty (30) days after signing of contract.

ADDENDUM A DRUG RELATED PROVISIONS

DRUG TESTING

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.
 - a. 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.
 - b. 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.
 - c. Tests – The sample will first be tested using the screening procedure set forth in Addendum 2.a. If the sample tests are positive for any prohibited drug, the confirmatory test specified in Addendum 2.b will be employed.
 - d. 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.
 - e. Documentation – Each step in collecting and processing of urine specimens shall be documented to establish procedural integrity and a chain of evidence.

- f. 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 he/she refuses 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:

(2) 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 his/her 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.

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 _____

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 _____

**ADDENDUM A
TO THE
AGREEMENT
by and between
THE CITY OF OAK HARBOR
and
OAK HARBOR POLICE ASSOCIATION
COMMISSIONED UNIT
JANUARY 1, 2017 – DECEMBER 31, 2017**

A.1 Wage rates shall be as set out below to be effective the first full pay period of January of the referenced year:

2017

POLICE OFFICER

GRID	80%	84%	88%	92%	96%	100%
Months	0-12 Mo.	13-24 Mo.	25-36 Mo.	37-48 Mo.	49-60 Mo.	61+ Mo.
Step	0	1	2	3	4	5
Jan-2017	\$5,497	\$5,772	\$6,047	\$6,321	\$6,596	\$6,871

1.5% COLA

SERGEANT (Months as Sergeant)

GRID	10%	12%	14%	(% over 5-yr Officer)
Months	0-12 Mo.	13-24 Mo.	25-36 Mo.	
Step	0	1	2	
Jan-2017	\$7,558	\$7,695	\$7,833	

City of Oak Harbor
City Council Agenda Bill

Bill No. 4. d.
Date: October 18, 2016
Subject: Appointment: Erik Mann to the
Planning Commission

FROM: Administration

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Seaverns, Mayor
- Doug Merriman, City Administrator
- Patricia Soule, Finance Director
- Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

Confirm appointment of Erik Mann, Position 4, to the Planning Commission, beginning October 18, 2016 and ending October 1, 2019.

BACKGROUND / SUMMARY INFORMATION

Mayor Seaverns appoints Erik Mann to serve on the Planning Commission. If confirmed, Mr. Mann will serve a three year term ending October 1, 2019. Mr. Mann would be filling Position 4, vacated when Sandi Peterson completed her full term of service ending August 2016.

LEGAL AUTHORITY

OHMC 18.04.

FISCAL IMPACT

N/A

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Erik Mann - Biography Form](#)



Boards and Commissions Biography Form

Board Appointment for (name of board): Planning Commission

Name: Erik Mann **Date:** 10/6/2016

Address: 1721 NE 6th Ave

City, State, Zip: Oak Harbor, WA

Phone Number: 360-632-6572 **Email Address:** emann@windermere.com

Mailing Address: *(if different from above)* _____

Resident in Oak Harbor City Limits? If yes, how long? Yes, 30+ years

Occupation and Place of Employment: *(if retired, reference previous occupation(s))* _____

Current-Realtor, Windermere Real Estate/Whidbey Island – Oak Harbor, WA
Past-Development Associate, Summit Assistance Dogs – Anacortes, WA
Past-Manager, Whidbey Auto Glass – Oak Harbor, WA

Local Group or Civic Affiliations:

Board of Directors Member and Past President – Kiwanis Club of Oak Harbor
Board of Directors Member – Oak Harbor Youth Sailing
Founder and Coach – Wildcat Sailing, Oak Harbor High School Sailing Team
Oak Harbor Chamber of Commerce Member

Special Interests:

Sailing/teaching sailing
Volunteering in my children’s schools.

Education and Other General Comments:

Oak Harbor High School Graduate
AA Degree, Parks Operation and Maintenance – Skagit Valley College

Please bring or send to the City Clerk at City Hall

City of Oak Harbor
City Council Agenda Bill

Bill No. 5. c. i.
Date: October 18, 2016
Subject: Clean Water Facility Project
Update

FROM: Brett Arvidson, Project Engineer

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Doug Merriman, City Administrator
- Patricia Soule, Finance Director
- Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

Review Clean Water Facility Project Update attached

BACKGROUND / SUMMARY INFORMATION

LEGAL AUTHORITY

City Council.

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [CWF Update](#)

City of Oak Harbor
**Clean Water
 Facility Project**



CITY COUNCIL PROJECT UPDATE – October 18, 2016

The following is a snapshot of project activities and milestones, as well as anticipated upcoming activities and risks being monitored for the Oak Harbor Clean Water Facility Project. These updates are provided to City Council on a bi-weekly basis.

RECENT ACTIVITIES AND MILESTONES (PREVIOUS TWO WEEKS)

- Deep Foundation Concrete
 - Poured first foundation concrete on June 22
 - 33 of 63 concrete pours completed
- Design
 - The Process Building 100% documents have been completed.
 - The non-process facilities 100% documents were completed
- Process Structures
 - GMP #9 was approved at the October 4, 2016 Council Meeting
- A project status report was presented at a special Council Workshop on September 27
- Installing outfall pipe in City Beach St.

ANTICIPATED/UPCOMING ACTIVITIES AND MILESTONES (NEXT SIX WEEKS)

- Advertise for bid the non-process structures.
- Windjammer Park Integration Plan
 - Begin implementation activities
- Self Perform Concrete (Buildings 20 and 30)
 - Continue concrete installation
- Process Structures Mechanical/Electrical
 - Initiated GMP #9 tasks
- Present GMP#10 Buildings 50 and 70 Self Perform Concrete to City Council for approval

CLEAN WATER FACILITY DESIGN STATUS

Item	Description	Progress %
Facility Design – Process Structures	Carollo Engineers has completed the design drawings for the process structures associated with the treatment plant.	100%
Facility Design – Biosolids Building	Design of the Biosolids building is complete.	100%
Facility Design – Admin/Maintenance	Design of the Admin and Maintenance facilities are complete.	100%

PERMIT ACQUISITIONS STATUS

Pending Permits	Description
<ul style="list-style-type: none"> Building permits 	<ul style="list-style-type: none"> The Deep Foundation GMP permit has been issued A building permit for the process facilities has been issued A permit application for the non-process facilities has been applied for.

CONSTRUCTION STATUS

Item	Description	Estimated Completion
GMP #2 (Outfall Construction)	The subcontractor has completed their work. We are currently finalizing the paperwork for this phase of work.	Final Closeout
GMP #3 (Site Preparation A)	The subcontractor has completed their work and the contract is being closed out.	Completed
GMP #4 (Site Preparation B)	Sheet piles and tie-backs have been installed. Deep excavation has been completed. A few miscellaneous tasks remain.	July 2016
GMP #6 (Site Preparation C)	Micropile installation mostly completed. Miscellaneous closeout tasks underway.	July 2016
GMP #7 (Deep Foundation Concrete)	Started installation of rebar and placement of concrete.	May 2017
GMP #8 (Building 20 and 30 Concrete)	Started installation of rebar and placement of concrete.	October 2017
GMP #9 (Process Mechanical and Electrical)	Started installation of mechanical and electrical systems.	August 2018

COST AND FUNDING STATUS

Major Cost Item	Cost Estimate	Description
GMP #1 (MBR/UV)	\$2,775,455.58 (includes sales tax)	Awarded by City Council on 12/2/2014 - Includes Membrane Bioreactor and Ultra Violet Disinfection equipment procurement and design support. Does not include installation costs.
GMP #2 (Outfall)	\$2,164,488 (includes sales tax)	Awarded by City Council on 4/21/15 - Construction of a new outfall from approximately the waterfront trail out into Oak Harbor Bay.
GMP #3 (Site Prep A)	\$908,872 (includes sales tax)	Approved by City Council 6/16/15 - Preliminary site excavation and archaeological investigation. Preliminary results indicate this work will come in under budget or be delayed until Site Preparation Package B.
GMP #4 (Site Prep B)	\$5,109,549 (includes sales tax)	Approved by City Council on 10/20/15 - Site Preparation Package B will include utility relocates, minor demolition at the existing RBC Plant, stone column installation, sheet pile installation and deep excavation.
GMP #5 (Biosolids Dryer)	\$2,028,222 (includes sales tax)	Approved by City Council on 10/20/15 - Resolution and GMP #5 regarding a biosolids dryer were approved

GMP #6 (Site Prep C)	\$4,311,589 (includes sales tax)	Site Preparation Package C will includes installation of micro-piles, preparation for a tower crane and extension of the outfall to the site.
GMP #7 (Deep Foundation)	\$10,169,937 (includes sales tax)	The Deep Foundation package includes the concrete construction to bring the Membrane building to grade and other construction activities.
GMP #8 (Self Performed Concrete)	\$11,766,510 (includes sales tax)	Contract awarded by Council on 9/4/16. The self-performed concrete work will complete the subsurface membrane and aeration structures.
GMP #9 (Mechanical Electrical packages)	\$38,159,69 (includes sales tax)	Contract awarded by Council on 10/4/16. GMP #9 includes the mechanical/electrical systems associated with the wastewater treatment plant.
GMP #10 (Building 70 Self Perform Concrete)	TBD	Design complete, preparing a self perform cost proposal
GMP #11 (Non Process Structures)	TBD	Design complete and work is out for bid.
GMP #12 (Site Restoration/Mitigation)	TBD	Windjammer Park Integration Plan Phase 1

Funding: Pending	Description
2017 CWSRF - WWTP Construction	On June 21, 2016 we received a formal offer from the Department of Ecology for a \$44,766,854 State Revolving Fund Loan at a rate of 1.6% for a term of 20 years. We will be working with DOE to amend our existing funding agreement over the coming months.
Rates	Ordinance 1760 was passed by City Council on March 15, 2016. Staff will continue to evaluate rates as the project progresses.
Funding: In hand	Description
2016 CWSRF – WWTP Construction	The City has been allocated \$15,631,311 at a reduced interest rate of 1.9% for 20 years and an additional \$463,154 forgivable principal for hardship and green project reserve. An additional \$4,586,846 in Centennial Grant has also been obtained.
2015 CWSRF – Outfall Design and Construction	The City has received \$3,200,000 in low interest loans from DOE for design and construction of the new outfall for the wastewater treatment plant. The loan is for 20 years at 2.7% interest.
2015 CWSRF – WWTP Design	The City has received \$8,260,000 in low interest loans for design of the new wastewater treatment plant. The loan is for 20 years at 2.7% interest.
Department of Commerce Grant	The City has received a \$2,500,000 grant from the Governors Capital Improvement Program. The city received the grant reimbursement.
Bond Anticipation Note	This note has been repaid with proceeds from the bond sale.
Bonds	The City released bonds and secured a rate of 3.43%. The city closed on the bond sale
Reserves	The sewer fund has been accumulating reserves that have been earmarked for this project.

COMMUNICATIONS AND OUTREACH STATUS

Upcoming activities or In-Progress activities	Description
Project communications plan	The project team continues to implement the project communications plan through weekly e-mail updates, drop-in times at the construction site, project signage and regular mailers at major milestones. A project mailer was distributed in August.
Windjammer Park Integration Plan	Staff is working to implement the plan approved by City Council on June 7 th .

PROJECT CONTACT INFORMATION

Web

www.oakharborcleanwater.org

Email

treatmentplant@oakharbor.org

General phone (24-hour)

360-914-7000

Project team contact information

Joe Stowell, P.E., City Engineer

[360-720-8796](tel:360-720-8796)

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Brett Arvidson P.E., Project Engineer

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Schedule

