

CITY OF MERCER ISLAND REQUEST FOR PROPOSALS

Labor Contract Negotiations

RELEASE DATE: January 31, 2020

DUE DATE: February 28, 2020 at 4:00 pm PT

I. INTRODUCTION

The City of Mercer Island, Washington invites proposals from qualified firms to represent the City's interests in collective bargaining / contract negotiations with the Mercer Island Police Association (Association). The Association represents the commissioned police officers (Police) and the non-commissioned support staff (Support). The current Collective Bargaining Agreements for the Police and Support personnel expire on December 31, 2020. See **Attachments A and B** for the CBAs. Bargaining for successor agreements should commence in Q2 2020, with a target for approval in Q4 2020. The ideal firm will have experience in conducting labor negotiations for local government agencies in Washington State.

II. BACKGROUND

The City's Police Department has 31 fully commissioned officers, with 28 covered by the Police Collective Bargaining Agreement (CBA). The Police Department also has five non-commissioned support staff who are covered by the Support CBA. Both bargaining groups are represented by the same Association and labor attorney. Both groups are covered by separate, three-year CBAs that expire on December 31, 2020. The City and the Association wish to bargain successor CBAs during Q2 – Q4 2020, with an effective date of January 1, 2021.

The City and the Association have historically enjoyed a positive, collaborative relationship. To date, the City has utilized internal HR staff to represent the City's interests in labor negotiations. Due to personnel changes, the City is now looking to contract out labor negotiation services.

III. SCOPE OF WORK

The consultant will represent the City's interests in negotiating two successor CBAs, one for the Police and one for the Support personnel. Negotiations take place at Mercer Island City Hall, where the two bargaining teams (City and Union) meet an average of five times for approximately three hours per session. Negotiations for both CBAs take place during the same meetings, with the same team members. The consultant, as requested

will attend meetings with City Management and City Council to provide updates on the status of Collective Bargaining. The consultant will perform this service within the provisions governing collective bargaining pursuant to Chapter 41.56 RCW, and within the parameters set forth by City Council policy.

The City will provide the consultant with additional documents and materials pertaining to this RFP as appropriate.

IV. PROPOSAL REQUIREMENTS

Proposals shall include the following information:

- A. Cover letter summarizing the proposal and the firm's qualifications as they relate to the scope of work.
- B. Description of similar services performed.
- C. Outline of the proposed approach to this service, including a description of deliverables, activities and time estimates for completing each element.
- D. Description of the team / negotiator(s). The names, title and qualifications of the proposed lead negotiator(s) and support staff who will be conducting the service, including their experience and projects in which they had "hands on" responsibility.
- E. Proposed not-to-exceed fee and including all associated costs.
- F. A list of four references for similar projects, including contact information.

All costs for developing proposals in response to this RFP are the obligation of the consultant and are not chargeable to the City.

V. REQUEST FOR PROPOSALS SCHEDULE

Proposals will be accepted from January 31, 2020 through February 28, 2020. The City will review submittals and select a firm by March 13, 2020.

VI. SUBMISSION OF PROPOSALS

Proposals must be submitted electronically in PDF format via email. Proposals should be marked as follows and sent to:

To: ed.holmes@mercergov.org

Subject: Labor Contract Negotiations RFP

When a proposal submitted by email has been received, a response email will be sent to confirm receipt.

Proposals should provide a cogent description of provider capabilities to satisfy the requirements of the request. Emphasis should be on completeness and clarity of content.

Proposals delivered after the posted deadline will not be considered for selection.

VII. SELECTION CRITERIA

<u>Factor</u>	<u>Weight Given</u>
A. Responsiveness of the written proposal to the purpose and scope of service.	15%
B. Price	50%
C. Ability and history of successfully providing services of this type, <u>meeting projected deadlines, and experience in similar work.</u>	35%
Total	100%

Each proposal will be independently evaluated on factors A through C.

VIII. TERMS AND CONDITIONS

- A. The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- B. The City reserves the right to request clarification of information submitted, and to request additional information from any party submitting a proposal.
- C. The City reserves the right to award any contract to the next most qualified consultant if the successful consultant does not execute a contract within thirty (30) days after the award of the proposal.
- D. Any proposal may be withdrawn up until the submittal date and time set above.
- E. The City shall not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to the RFP.
- F. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP, and which is not approved by the City Attorney's office.

IX. AGREEMENT

Upon selection of a consultant, the City intends to enter into an agreement using its standard Professional Services Agreement, which shall be used to secure these services. See **Attachment C** for a sample contract.

X. DISCRETION AND LIABILITY WAIVER

The consultant, by submitting a response to this RFP, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFP.

XI. CONTACTS

All communication concerning this RFP should be directed in writing to the RFP Coordinator listed below. Any oral communications will be considered unofficial and non-binding on the City.

Ed Holmes, Chief of Police
ed.holmes@mercergov.org

XII. ATTACHMENTS

- A. 2018-2020 Mercer Island Police Association CBA
- B. 2018-2020 Mercer Island Police (Support) CBA
- C. Sample Professional Services Contract

APPENDIX A

2018-2020 MERCER ISLAND POLICE COLLECTIVE BARGAINING AGREEMENT

AGREEMENT

By and Between

CITY OF MERCER ISLAND, WASHINGTON

and

MERCER ISLAND POLICE ASSOCIATION

(January 1, 2018 through December 31, 2020)

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AGREEMENT

By and Between

CITY OF MERCER ISLAND, WASHINGTON and MERCER ISLAND POLICE ASSOCIATION

This Agreement is by and between the City of Mercer Island, Washington, hereinafter, referred to as the "Employer" or "City" and the Mercer Island Police Association, hereinafter referred to as the "Association".

ARTICLE 1 - RECOGNITION AND UNION MEMBERSHIP

- 1.1 The Employer recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all of its full-time and regular part time commissioned law enforcement personnel.
- 1.2 All employees, as a condition of continued employment, shall pay each month a service charge set by the Association but no more than regular Association dues and initiation fees to the Association as a contribution towards the administration of this Agreement.
- 1.3 The right of non-association of members of the Mercer Island Police Association based on bona fide religious tenets or teachings of a church or a religious body of which such public employee is a member shall be protected at all times and such public employee shall have their eligibility established and shall pay such sum in such manner as is provided in RCW 41.56. et. seq. as amended.
- 1.4 Upon written authorization by an employee and approval by a representative of the Association, the Employer agrees to deduct from the wages of each employee the sum certified as initiation dues, assessments and monthly Association dues, and forward the sum to the Association's Secretary or Treasurer. The Association agrees that it shall indemnify the Employer and save the Employer harmless from any and all claims, awards, judgments, attorney's fees or other litigation costs which may be made by an employee or employees against the Employer by virtue of the application of this section.
- 1.5 Designated representatives of the Association shall suffer no loss of pay while performing functions related to the administration of this

Agreement, provided reasonable advance notification is given to the appropriate supervisor. Additionally, the employer shall allow up to an aggregate of nine (9) work days per year to allow delegates from the Mercer Island Police Guild to attend meetings of the Washington State Council of Police; provided that time spent in such endeavors shall not be considered compensable time within the meaning of the FLSA and; provided further that such delegates pay all of their own expenses in attending the above meetings. The Employer retains the right to restrict such activities when an emergency exists or where such activities would create a danger to public safety.

ARTICLE 2 - DEFINITIONS

- 2.1 Probationary Employee. An employee who has not completed the first eighteen (18) month period of initial, continuous employment with the Mercer Island Police Department or a lateral transfer who is not required to complete the basic law enforcement academy and who has not completed the first twelve (12) month period of initial, continuous employment with the Mercer Island Police Department shall be classified as a probationary employee. Probationary employees shall earn benefits and shall be eligible to use them as provided in this Agreement and may be discharged without cause so long as the only information related to such discharge that the City places in that employee's personnel file is a letter specifying that the employee failed to pass probation.
- 2.2 Regular Employee. An employee who has successfully completed the first eighteen (18) month period of initial, continuous employment with the Mercer Island Police Department (probationary period) shall be classified as a regular employee. Also, a lateral transfer who is not required to complete the basic law enforcement academy and who has successfully completed the first twelve (12) month period of initial, continuous employment with the Mercer Island Police Department (probationary period) shall be classified as a regular employee. Regular employees receive benefits as set forth in this Agreement.
- 2.3 Anniversary Date. One year after an employee's date of hire and that date every year thereafter. In cases where an employee must leave the Department involuntarily, such as due to a disability retirement or layoff, and is subsequently rehired or reinstated, his anniversary date will be calculated from the employee's original date of hire for the purpose of computing longevity pay or vacation benefits.

ARTICLE 3 - HOURS OF WORK AND OVERTIME

3.1 Non-Patrol Employees.

3.1.1 Normal Work Day. The normal work day for non-patrol employees shall consist of eight or ten consecutive hours. Other normal work days may be approved by mutual agreement.

3.1.2 Normal Work Schedule. The normal work schedule for non-patrol employees shall be either five consecutive days worked followed by two consecutive days off or four consecutive days worked followed by three consecutive days off. Other normal work schedules may be approved by mutual agreement of the Employer and the Association. Employees may be scheduled by the City to work any of the shifts established by the City.

3.1.3 Section 7(k) Work Period. The Section 7(k) work period under the Fair Labor Standards Act, 29 U.S.C., 207 (k), for non-patrol employees shall consist of twenty-eight consecutive days.

3.2 Patrol Employees.

3.2.1 Normal Work Day. The normal work day for patrol employees shall consist of twelve consecutive hours.

3.2.2 Normal Work Schedule. Shifts/squads. The normal work schedule for patrol employees will vary depending on shift/squad assignment. The configuration of the twelve hour shift schedule will be four shifts/squads. There will be two day shifts and two night shifts. The start time shall be 0600 for day shift and 1800 for night shift.

There will be two shift sequences. One will begin with three (3) days on, followed by four (4) days off, followed by four (4) days on followed by three (3) days off, followed by three (3) days on, followed by four (4) days off followed by four (4) days on, followed by three (3) days off. The other shift sequence will begin with three (3) days off, followed by four (4) days on, followed by four (4) days off, followed by three (3) days on, followed by three (3) days off, followed by four (4) days on, followed by four (4) days off, followed by three (3) days on.

The day shift squads will alternate working on Wednesdays, making Wednesday their "flip day." The night shift squads will alternate working on Saturdays, making Saturday their "flip day."

The twelve hour shifts shall be bid annually by seniority. The shift bid shall commence at the beginning of September and be completed by October 15th. There shall be no off-shift bid. The City reserves the right to rearrange the work schedule for any employee in order to meet the operational needs of the Department. Operational changes shall be based upon objective facts and circumstances. Management shall notify the Association of the facts and circumstances of any schedule change prior to its implementation.

On each of the four shifts/squads, a member shall be assigned as the "early car." The purpose of the early car is to provide overlapping coverage between shift changes. The start time for the early car shall be 0500 for the day shift and 1700 for the night shift. Assignment to the early car shall be filled on a voluntary basis; if no shift/squad member volunteers, assignment shall be based on seniority.

3.2.3 Breaks. Patrol employees are entitled to two thirty-minute lunch periods and two fifteen-minute breaks during their twelve hour shift or as much time as may be required by law. Employees shall take these breaks at the discretion of their supervisors or as may be required by law.

3.2.4 Section 7(k) Work Period. The Section 7(k) work period under the Fair Labor Standards Act, 29 U.S.C., 207 (k), for patrol employees shall consist of fourteen consecutive days.

3.2.5 Kelly Days. Compensation for Extra Hours Worked. In order to compensate patrol employees for the extra hours worked resulting from the fourteen day/twelve hour shift schedule, each bargaining unit employee working the twelve hour shift shall receive a twelve-hour Kelly day each month the employee works the twelve hour shift for a maximum total of 12 Kelly days (or 144 hours) per year.

Kelly days shall be front loaded into patrol employees' leave bank every six months. In January, patrol employees shall receive a bank of six Kelly days (72 hours). In July, patrol employees shall receive an additional six Kelly days in their bank. If an employee only works part of the year in Patrol, his/her leave bank will be pro-rated for the months the employee actually works the twelve hour shift schedule. In the event the employee terminates employment with the City, the City shall deduct the actual cost of any prospective payments made from any final wages due to the employee, or take other steps to recover such payments.

3.2.6 Kelly Days. Use/Forfeit. Kelly days may be taken at any time; however, the use of a Kelly day cannot result in overtime on the employee's shift, and Kelly days may not be taken during traditional black-out days.

Kelly days received in the first half of the year must be used by July 1 of each year or be *forfeited*. Kelly days received in the second half of the year must be used by December 31 of each year or be *forfeited*, unless cashed out in accordance with Article 10.5.

3.2.7 Training. The City shall not modify the normal work schedule for a training that is one week or less in duration; for such training, if the training does not last for twelve hours, the patrol employee is required to report to work and/or account for the remaining hours in the employee's twelve-hour work day.

For training that lasts more than one week, all of the training hours shall be worked on the modified schedule.

3.3 Overtime. All hours worked under the following conditions shall be considered overtime and paid at one and one-half times the employee's regular rate of pay:

3.3.1 All hours worked, including court time, before or after the employee's normal work day;

3.3.2 All hours worked in excess of one hundred seventy-one hours in the Section 7(k) work period for non-patrol employees and all hours worked in excess of eighty-six hours in the Section 7(k) work period for patrol employees; and

3.3.3 All hours worked on a scheduled off duty day. Overtime must be authorized by the Employer. Time paid for but not worked shall not count as hours worked for purposes of computing overtime under Subsection 3.4.2. Hours paid at the overtime rate are not hours worked or paid hours for the purposes of computing longevity increments or retirement benefits.

3.4 Call Back. Any employee called in to work or required to appear in court after having completed the employee's normal work day or normal work schedule shall be paid a minimum of three hours at one and one-half times his regular rate of pay provided that such time is not a shift extension before or after a scheduled shift. Employees who are not notified by 5:00 P.M. on the day prior to a scheduled court appearance that their testimony

is not necessary, shall receive the minimum call back pay provided herein, whether or not they ultimately appear. Notice may be achieved by voice mail, provided that such system electronically time/date stamps messages.

- 3.5 Shift Trades. Employees may trade shifts within their normal work schedule and between their normal work periods. Employees who trade shifts must notify their Division Head or the Division Head's designee of the trade and receive his approval. A record will be maintained of all shift trades by employees. Any shift which is voluntarily traded by an employee must be paid back within twelve months. If a voluntary shift trade causes an employee to work overtime as defined in Section 3.4, such employee will be compensated only for any overtime the employee would have worked in the absence of the voluntary shift trade.
- 3.6 Standby. Employees placed on standby by the Employer shall be paid one-half their applicable hourly rate of pay as set forth in Appendix A for each hour such employee is required to be on standby. Standby hours do not count as hours worked for purposes of computing overtime. If the employee is called back to work while on standby, standby pay shall cease as soon as the employee is called back to work.
- 3.7 Hazard Pay. Double Time for SOT and Dive Team Missions. When members of the Special Operations Team or Dive team respond to an actual mission (call-out), such responding members shall receive a rate of pay that is double their regular rate of pay. The standard three-hour minimum at the double time rate of pay shall apply to all members who respond to such missions (including the on-duty members of the team). This double-time rate shall not apply to regularly planned training sessions, including but not limited to Dive swim beach clean-up operations and SOT firing range drills.
- 3.8 Voluntary Overtime. The Employer shall attempt to meet its overtime requirements on a voluntary basis.
- 3.9 Compensatory Time. Nothing in this Article shall be construed as to prohibit the employee the option of taking compensatory time off in lieu of paid overtime, provided that the accumulation and use of such time is approved by the Police Chief or designee, and the compensatory time is compensated at time and one-half rate. Compensatory time may be used in one-half hour increments.

Maximum compensatory time accrual shall be 240 hours. Employees who were employed prior to January 1, 2005, with 240 or more hours of accrued and unused compensatory time may continue to carry such accrual; provided, however, that an employee with 240 or more hours of accrued and unused compensatory time: (i) may be paid, upon request, all accrued and unused compensatory time in excess of 240 hours which is not

scheduled to be used, (ii) shall have his/her accrual reduced by the number of hours of accrued compensatory time that the employee uses or cashes out, and (iii) is prohibited from accruing new compensatory time unless and until such employee's balance falls below 240 hours and then to a maximum amount of 240 hours. balance during the term; (ii) are prohibited from accruing new compensatory time; and (iii) may be paid, upon request, all accrued and unused compensatory time in excess of 240 hours which is not scheduled to be used.

Employees with less than 240 accrued and unused compensatory time may accrue new compensatory time consistent with the foregoing provisions up to a maximum accrual of 240 hours. On or before July 1 of each year, employees may be paid, upon request, for up to eighty (80) hours of any accrued and unused compensatory time which is not scheduled to be used. A request for payment shall be paid within thirty (30) days. Employees will be paid for such hours by separate check.

Upon leaving employment, employees shall be entitled to payment for all accrued and unused compensatory time.

- 3.10 Rest Period. In the event a bargaining unit employee working graveyard shift is required by the City to perform work or attend training during his/her regularly scheduled time off that lasts six hours or more, resulting in the employee having less than an eight hour rest period before the commencement of his/her next regularly scheduled graveyard work shift, the employee will be provided at least an eight hour rest period before beginning his/her next regularly scheduled work shift. The employee will be paid, at the regular straight time rate, for all hours he/she was scheduled on his/her next regularly scheduled work shift but did not work because of the rest period and the employee will report to work for the remainder of the shift following the rest period. The employee will not have his/her shift extended as a result of the operation of this paragraph.

ARTICLE 4 - PROMOTIONS

The following are the requirements to be eligible for promotions within the bargaining unit:

- 4.1 Corporal. To be eligible for promotion to Corporal, a candidate shall have a minimum of three (3) years full time experience as a commissioned police officer with the City of Mercer Island. A candidate with less than three (3) years may petition the Civil Service Commission for a waiver of this requirement.
- 4.2 Sergeant. To be eligible for promotion to Sergeant, a candidate shall hold the rank of Corporal, or have a minimum of three (3) years full time

experience as a commissioned police officer with the City of Mercer Island. A candidate with less than three (3) years may petition the Civil Service Commission for a waiver of this requirement.

ARTICLE 5 – WAGES

- 5.1 Employees covered by this Agreement shall be compensated in accordance with the wage schedule attached hereto as Appendix "A" effective January 1, 2018. This wage schedule reflects an across the board cost of living adjustment in the amount of 100% of the percentage increase in the Seattle/Tacoma CPI-W (semi-annual index released in August 2017), which shall be paid retroactively for all pay periods between January 1, 2018 and the date the contract is ratified.
- 5.2 Effective January 1, 2019, the wage rates will be increased by an amount that reflects 100% of the percentage increase in the Seattle/Tacoma CPI-W (semi-annual index released in August of 2018).
- 5.3 Effective January 1, 2020, the wage rates will be increased by an amount that reflects 100% of the percentage increase in the Seattle/Tacoma CPI-W (semi-annual index released in August 2019).
- 5.4 Employees with no prior police officer experience will normally start at Step A of the wage schedule. Employees with prior police officer experience will be hired at an appropriate pay step to be determined by the Police Chief.
- 5.5 Detective Sergeant, Lead Detective, Detective, and School Resource Officer. Any employee who is assigned duties as a Detective Sergeant, Lead Detective, Detective, or School Resource Officer shall receive a three and one-half percent (3.5%) increase in their wages while acting in such capacity. Any employee assigned duties as the Lead Detective shall receive an additional percent (4.0%) to their wages while acting in such capacity, for a total increase of seven and one-half percent (7.5%).
- 5.6 Field Training Officer, Personnel & Training Sergeant and Marine Patrol Sergeant. Any employee who is designated as the primary Marine Patrol Sergeant and the Personnel & Training Sergeant shall receive a three percent (3%) increase in their wages while acting in such capacity. A Field Training Officer ("FTO") assigned to coach a probationary employee shall be paid a premium of 3% for each month that the FTO holds that assignment, with a three month minimum. Whenever practical, there shall be a limit of three (3) FTOs per trainee for this purpose. Any FTO filling in for less than 2 weeks for the assigned FTO will receive a day by day premium pay of three percent (3%).

- 5.7 Emergency Manager / Crime Prevention Officer. Any employee who is assigned as the Emergency Manager / Crime Prevention Officer shall receive a fifteen percent (15%) increase in their wages while assigned to this position. This fifteen percent (15%) increase shall be equivalent to a Sergeant's pay rate and shall be based on the regular wage scale (Appendix "A") as utilized by those employees assigned to the Patrol section in the same pay step and at the same longevity rate.
- 5.8 S.O.T and Dive Team Leaders. An employee serving as the leader of the Special Operations Team will earn a lump sum of \$500 annually. An employee serving as the Dive Team leader will receive a lump sum of \$500 annually. If an employee serves in the lead position for less than one year, that employee will receive a pro-rated lump sum.
- 5.9 Night Shift Patrol Employees. Patrol employees assigned to Squad Three or Squad Four shall receive a two percent (2%) premium. Squad Three and Squad Four are night shift squads with the majority of shift hours between 1800hrs and 0600hrs.
- 5.10 Temporary Assignment to Higher Position. A police officer who is temporarily assigned to fill a corporal's position shall be paid at the higher position rate of pay corresponding to the officer's current level of longevity. A Corporal who is temporarily assigned to fill a sergeant's position shall not receive the higher rate of pay unless he/she fills the sergeant's position for a consecutive period of time in excess of 21 working days. Upon the 22nd day, the Corporal serving in the temporary assignment as a sergeant shall begin to receive the higher rate of pay corresponding to the Corporal's current level of longevity. A sergeant who is temporarily assigned to fill a lieutenant's position shall be paid at the higher position rate of pay corresponding to the sergeant's current level of longevity. This shall apply to those hours actually worked in this position. Should the officer, corporal or sergeant work overtime in the higher position, he/she shall receive the higher overtime rate for all hours actually worked during the temporary assignment.
- 5.11 Pay Periods and Pay Days. Employees shall be paid one twenty-sixth of their annual salary every fourteen days for all non-overtime hours worked during the work period.
- 5.12 Lead Detective / Corporal Differential. The differential percentage between police officer Step F (scale) and corporal / lead detective (scale) shall reflect a 7.5% differential.
- 5.13 Sergeant and Lieutenant Differential. The differential percentage between police officer Step F (scale) and sergeant (scale) shall reflect a

15% differential. The differential between sergeant (scale) and lieutenant (scale) shall reflect a 15% differential.

5.14 Deferred Compensation. The City shall make participation in the City's deferred compensation program available to employees, provided however, the City shall have no obligation to match any part of an employee's contribution to the Plan.

5.15 Education Incentive. The City shall pay any employee:

(a) who holds or obtains an A.A. Degree from an accredited college or university or who can document ninety credit hours toward a Bachelor's Degree in actual college course work, an education allowance of \$150.00 per month; or

(b) who holds or obtains a B.S. or B.A. Degree from an accredited college or university an education allowance of \$275.00 per month.

ARTICLE 6 - LONGEVITY PAY

6.1 Employees shall receive longevity pay in accordance with the following schedule:

<u>Upon Completion of</u>	<u>% of Applicable Hourly Rate (rounded to nearest whole cent)</u>	
Five years' continuous service	Three percent	(3%)
Ten years' continuous service	Four and one half percent	(4.5%)
Fifteen years' continuous service	Six percent	(6%)
Eighteen years' continuous service	Eight percent	(8%)
Twenty-one years' continuous service	Ten percent	(10%)
Twenty-four years' continuous service	Twelve percent	(12%)

6.2 Longevity pay shall be due and payable beginning on the next regular pay day following the eligible employee's anniversary date and thereafter each consecutive pay period.

6.3 Longevity pay shall be included in the employee's regular rate of pay.

ARTICLE 7 – UNIFORM, CLEANING AND BOOT ALLOWANCE

7.1 Uniforms and safety equipment shall be furnished by the City.

7.2 The employer will provide dry cleaning services for each officer at the rate of four (4) clothing items per week. During this contract, the maximum rate the City shall be required to pay per month shall be \$60.00. This amount shall be multiplied by the number of eligible employees in the bargaining unit on an annual basis to establish the actual cap. This means, for example, if 30 employees were eligible for dry cleaning services in the actual annual cap for the City's contribution would be \$21,600. The employer shall provide additional dry cleaning services if clothing is unusually soiled in the course of duty.

7.3 Detectives and youth officers shall receive a clothing allowance of 1.02% of top step patrolman wages.

7.4 The employer shall provide a boot allowance equal to \$100 per year to each bargaining unit employee.

ARTICLE 8 - BENEFIT PLANS

8.1 Medical, Dental and Vision Insurance. Effective January 1, 2018, the employer shall offer medical, dental, and vision insurance benefits through the LEOFF Health & Welfare Trust ("LEOFF Trust"). Insurance premiums to provide employees and their dependents medical and dental benefits shall be paid by the employer. The employer's contribution shall be based on the LEOFF Trust Medical Plan F and LEOFF Trust Dental Plan 2A. If desired, an employee may choose the Association of Washington Cities ("AWC") Benefits Trust Kaiser 200 Plan for medical insurance and the AWC Vision Services Plan in lieu of the LEOFF Trust Medical Plan F. Coverage shall not be reduced during the life of this Agreement.

The employer shall pay 100% premium cost for medical and dental insurance for all employees, and ninety percent (90%) of premium costs for dependent coverage, for the period of this Agreement.

Opt-out of medical coverage - An employee who waives the right to obtain medical insurance coverage through the City and who provides proof of credible coverage through his / her spouse or other source shall be entitled to receive 50% of the total premiums that would be paid by the city, contributed to their RHS account. Example - employee with a spouse would receive amount equal to 50% of the premiums for his / herself and spouse, minus the 10% employee contribution for the spouse. Employee with two children and spouse would receive the 50% of the equivalent of those premiums, again minus the 10% employee contribution for the spouse and

dependents.

- 8.2 VEBA HRA. Effective January 1, 2018, the City shall provide yearly contributions of \$1,200 to the Health Reimbursement Account (VEBA) of each employee. One-half of the VEBA contributions shall be deposited by the second week of January of each year and one-half of the VEBA contribution shall be deposited by the second week of July of each year. Any funds not utilized by an employee in a calendar year remain available in subsequent years. The funds accumulated during employment shall be available for qualified expenses after an employee leaves employment with the City. New employees shall receive a pro-rated amount based on their date of hire.

In 2018 only, the City will deposit an additional, one-time VEBA contribution in the amount of \$1,250.00 into each employee's VEBA account by the second week of January.

- 8.3 Retirement Plan. Employees covered by this Agreement shall participate in the Washington State Law Enforcement Officer's and Firefighter's Retirement System to the extent permitted by current state law. Contributions on behalf of covered employees shall be governed by the terms of the current state statute and as hereinafter amended.

- 8.4 Service Benefit Plan. All qualified bargaining unit employees may elect, at any time, to claim benefits under the Service Benefit Plan attached as Exhibit "A". Qualified employees are those employees who are eligible to claim benefits by age and length of service in their respective retirement system.

- 8.5 Worker's Compensation. Worker's compensation shall be provided by the City as provided by law.

- 8.6 Unemployment Compensation. Unemployment compensation shall be provided by the City as provided by law.

- 8.7 Long-Term Disability Insurance. Benefits shall be provided through AWC's Standard Insurance Plan. Insurance premiums to provide qualified employees long-term disability benefits equal to sixty percent (60%) of an employee's salary after a ninety (90) day waiting period shall be paid by the Employer

- 8.8 Life Insurance. The City shall provide each bargaining unit employee with a \$50,000.00 term life insurance policy at no cost to the employee.

- 8.9 Retiree Medical Insurance. Any employee retiring from the service of the City, including any disability retirement shall be permitted to

participate in the LEOFF Trust medical and dental plans, provided such coverage is available, and further provided that the employee pays the premiums for such coverage (including any additional premium required for dependent coverage).

ARTICLE 9 - HOLIDAYS

9.1 The following twelve (12) days are recognized by the City as holidays:

1.	New Year's Day	January 1
2.	Martin Luther King Jr. Day	Third Monday in January
3.	President's Day	Third Monday in February
4.	Memorial Day	Last Monday in May
5.	Independence Day	July 4
6.	Labor Day	First Monday in September
7.	Veteran's Day	November 11
8.	Thanksgiving Day	Fourth Thursday in November
9.	Day after Thanksgiving	Fourth Friday in November
10.	Christmas Day	December 25
11.	Floating Holiday	Designated by Employee
12.	Floating Holiday	Designated by Employee

Employees are eligible to take the floating holidays off after January 1 of each calendar year. When the floating holidays are taken as days off, they must be scheduled with the employee's supervisor far enough in advance so no overtime is required to cover the shift.

9.2 Employee's Work on Holidays. Any employee required to work on a non-floating holiday shall be paid one and one-half (1 ½) times the employee's hourly rate of pay, including longevity pay, for all hours worked on the holiday; provided, however, that an employee required to work on Thanksgiving, Christmas or New Year's day shall be paid two (2) times the employee's hourly rate of pay, including longevity pay, for all hours worked on such holidays. Employees required to work on a recognized non-floating holiday shall also receive a subsequent scheduled normal work day off with pay.

9.3 Holidays Falling on Scheduled Days Off. If a holiday falls on an employee's scheduled day off and the employee is not required to work the holiday, the employee shall receive another subsequent, scheduled day off with pay.

9.4 Accrual. Per Section 9.1, the City recognizes twelve (12) paid holidays per calendar year, and each holiday is equal to ten (10) hours for a total of 120 holiday hours (12 holidays x 10 hours each = 120 holiday

hours per calendar year). Holiday leave shall be front loaded into employees' leave banks every six months. In January of each year, employees shall receive a bank of 60 hours. In July, employees shall receive an additional bank of 60 hours. In the event an employee terminates employment with the City, the City shall deduct the actual cost of any prospective payments made from any final wages due to the employee, or take other steps to recover such payment on a pro-rata basis.

9.4 Use. Employees may use accrued holiday benefits in one-half hour increments. When an employee uses a whole day of holiday benefits, the employee uses the amount of benefit hours equal to the number of hours in the employee's normal work day.

9.5 Maximum Accumulation. Employees shall not accumulate in excess of 80 hours of holidays as a result of the operation of Section 3.1, 3.2 or 3.3, unless scheduling difficulties or staffing requirements cause the City to request that an employee not schedule or use an accumulated holiday. Employees who accumulate more than 80 hours of holidays will schedule a holiday as soon as possible in order to reduce the number to 80 hours or fewer, or the holidays will be scheduled by the City.

Non-Patrol employees should maintain a minimum number of holiday hours to cover the holidays that fall within the front-load time period. If non-patrol employees fail to do so, holidays shall be covered by other accrued leave.

During the term of the current contract, the parties agree to re-open negotiations on section 9.5, if either party has concerns with significant holiday hour accruals beyond the maximum.

9.6 Payoff Upon End of Employment. Upon leaving employment, the City shall pay all employees for any accumulated and unused holidays at their regular rate of pay in effect at the time the employment ends.

ARTICLE 10 - VACATION

10.1 Accrual. Vacation benefits are accrued by all employees as follows:

<u>MONTHS OF CONTINUOUS SERVICE</u>	<u>HOURS ACCRUED PER MONTH</u>
1st month through 59th month	8 hours per month
60th month through 119th month	10 hours per month
120th month through 179th month	12 hours per month
180th month through 239th month	14 hours per month
240th month or more	16 hours per month

Vacations are accrued on a monthly basis and may be used in the month they will be accrued or during the subsequent months, provided the employee has successfully completed six months' continuous service.

10.2 Use. When an employee uses accrued vacation benefits, the employee shall continue to receive his or her salary for the hours scheduled as vacation. Vacation benefits may be used in one-half hour increments. When an employee uses a whole day of vacation benefits, the employee uses the number of hours of accrued benefits equal to the number of hours in the employee's normal work day.

10.3 Maximum Accrual. Vacation benefits may be accrued up to 280 hours. No additional accruals shall be credited to an employee who accrued the maximum benefits, unless there are circumstances beyond the employee's control which preclude the employee from utilizing vacation benefits already accrued. Such circumstances include, but are not limited to, disability leave, sick leave, or cancellation of scheduled vacation by the City.

10.4 Scheduling. The Police Chief or his designee will circulate a vacation sign-up sheet before November 1st of each year, provided that the shift bid has been completed, to allow employees to request their preferred vacation times. The City retains the right to schedule vacations in such a way as to minimize interference with functions and workloads in particular sections. The selection for vacation will be made by seniority within the ranks beginning with sergeants, followed by corporals, then officers. In the Patrol Section, no more than three fully commissioned employees will be authorized vacation at the same time. Of these three employees, no more than two will be patrol supervisors and (sergeants and corporals are considered supervisors). All vacations will be scheduled to avoid overlap as much as possible. If two or more employees request the same vacation dates, the decision may be made on the basis of individual employee seniority within the ranks. The primary vacation is defined as one set of continuous dates that the employee intends on using for vacation leave, and the employee has or will have accumulated enough vacation leave to account for the requested time. Once the primary vacation sign-up sheet has been completed and the selected vacations have been inserted into the

schedule, the vacation signup sheet will be circulated for a second time. This secondary leave request will follow the same rules as the primary sign-up list (including the consecutive day requirement), but will include the additional restriction that this secondary leave request may not leave the shift under the minimum staffing level.

An employee may request an exception to the vacation rule, but the decision is at the discretion of the Operations Commander.

10.5 Cash Out of Holiday/Vacation Benefits. Employees may be paid upon request for up to forty (40) hours of any accrued vacation or Kelly day which is not scheduled to be used before December 31 of a given year. Employees will be paid for such hours by separate check before December 10 of each year. (Maximum cash out limit is forty hours of either Kelly days, vacation or a combination of both).

10.6 Cash Out Upon Termination. Upon leaving employment, employees shall be entitled to payment for all accrued and unused vacation, up to 280 hours. This maximum accrual may be raised if the vacation accrual goes beyond 280 hours because of disability, sick leave, or cancellation of scheduled vacation by the City. Payment shall be at the current respective regular hourly rate.

ARTICLE 11 - SICK LEAVE

11.1 Accrual. Employees shall earn 16 hours paid sick leave per month of employment. The maximum number of sick leave benefits that may be accrued and used by LEOFF II employees is 1040 hours; provided, however, in no case may each period of consecutive absence under Section 11.2 or Sections 11.3 through Section 11.4 exceed six months.

11.2 Use. Accrued sick leave benefits may be used by an employee to avoid loss of pay if the employee is unable to work due to personal illness or injury, enforced quarantine in accordance with community health regulations, or the serious injury or illness of an immediate family member (spouse or children), necessitating the employee's presence. Sick leave benefits may be used in one-half hour increments. When an employee uses a whole day of sick leave benefits, the employee uses the number of hours of accrued benefits equal to the number of hours in the employee's normal work day.

11.3 Notification. When an employee is unable to report for work, the employee must notify his supervisor as soon as reasonably prudent. Failure to do so may result in denial of sick leave benefits for such absence. The City may require, for cause, a physician's statement.

11.4 LEOFF II Disability Leave. LEOFF II employees are covered by the state worker's compensation law, Title 51 of the revised Code of Washington. Such employees will make timely application for worker's compensation benefits following any on-the-job injury or illness. While a LEOFF II employee is off work due to such an injury or illness, his regular pay, including longevity, shall be continued for up to six months following the date of such illness or injury.

11.5 The continuation of the LEOFF II employee's regular pay for this six month period shall be funded as follows:

11.5.1 For the first five days, any difference between the employee's regular pay and the value of worker's compensation time loss benefits later received shall be funded out of the employee's accrued sick leave.

11.5.2 For the sixth day through the end of the six month period, any difference between the employee's regular pay and the value of worker's compensation time loss benefits, currently or later received, shall be funded one-half out of the employee's accrued sick leave and one-half by the City.

11.5.3 Should the employee have no accrued sick leave available or exhaust all his accrued sick leave during the time periods referenced in Subsections 11.5.1 or 11.5.2, the City shall fund the portion of the differentials that would have been funded out of the employee's accrued sick leave.

11.5.4 During any portion of the six month period when the employee will be eligible to receive or is currently receiving worker's compensation time loss benefits, the City shall continue to pay the employee his regular salary. Provided, however, that when the employee receives worker's compensation time loss benefits representing compensation for lost income during such six month period, the employee will reimburse the City for the value of such worker's compensation benefits received. Provided, further, however, if the employee chooses not to sign an agreement to reimburse the City for the value of the worker's compensation time loss benefits received, the City will continue the employee's salary in an amount equal to the difference between the regular salary and the benefits received.

11.6 If an employee uses accrued sick leave to fund the differentials described in Subsections 11.5.1 and 11.5.2, and later receives worker's compensation time loss benefits for such absences, the employee's sick leave benefits will be restored in an amount equal to the value of the

worker's compensation benefits received for such absences.

11.7 LEOFF II employees who are new employees will be credited with twelve (12) days of sick leave. This bank will be reduced at the rate of one (1) day per month for the first twelve months of employment. Any sick leave drawn prospectively as provided in this section shall be charged against earned sick leave until the employee has accrued the amount needed to restore the amount used. In the event the employee terminates without having restored the sick leave drawn prospectively, the City shall deduct the actual costs of any prospective payments made from any final wages due the employee or take other steps to recover such payments.

11.8 Continuation of Benefits. Employees shall continue to receive all benefits while on sick leave or disability leave; provided, however, employees shall be required to continue to pay any portion of the costs of benefits not otherwise paid for by the City.

11.9 Wellness Incentive. During the term of this Agreement, the wellness incentive plan for bargaining unit employees shall be as follows:

All employees shall earn \$25 per month for every month with zero sick leave hours used. Additionally:

- Employees with 0 through 9 years of service earn:
 - \$300 plus vacation hours equal to three days of the employee's normal work day, if 12 sick leave hours or less are used in the previous calendar year. Hours earned will be pro-rated for part-time employees.
 - \$150 plus vacation hours equal to two days of the employee's normal work day, if 13 to 24 sick leave hours are used in the previous calendar year. Hours earned will be pro-rated for part-time employees.
 - Vacation hours equal to one day of the employee's normal work day, if 25 to 48 sick leave hours are used in the previous calendar year. Hours earned will be pro-rated for part-time employees.
- Employees with 10 through 19 years of service earn:
 - \$600 plus vacation hours equal to three days of the employee's normal work day, if 12 sick leave hours or less are used in the previous calendar year. Hours earned will be pro-rated for part-time employees.
 - \$300 plus vacation hours equal to two days of the employee's normal work day, if 13 to 24 sick leave hours are used in the previous calendar year. Hours earned will be pro-rated for part-time employees.

- \$100 plus vacation hours equal to one day of the employee's normal work day, if 25 to 48 sick leave hours are used in the previous calendar year. Hours earned will be pro-rated for part-time employees.
- Employees with 20 years of service or more earn:
 - \$900 plus vacation hours equal to three days of the employee's normal work day, if 12 sick leave hours or less are used in the previous calendar year. Hours earned will be pro-rated for part-time employees.
 - \$600 plus vacation hours equal to two days of the employee's normal work day, if 13 to 24 sick leave hours are used in the previous calendar year. Hours earned will be pro-rated for part-time employees.
 - \$300 plus vacation hours equal to one day of the employee's normal work day, if 25 to 48 sick leave hours are used in the previous calendar year. Hours earned will be pro-rated for part-time employees.

Benefits for partial years of service shall be prorated as per time in service. The City shall place all money earned as part of this wellness incentive program into the employee's Retirement Health Savings (RHS) account.

ARTICLE 12 - JURY DUTY AND WITNESS LEAVE

- 12.1 An employee serving on a jury will be excused from work and will be paid the amount the employee would have earned had the employee worked his normal work schedule. The employee will reimburse the City for any fees received for jury duty.
- 12.2 Any employee who, as a result of his department duties, is required to appear before a court shall be paid for such court appearances at the appropriate rate of pay. The employee will reimburse the City for any subpoena or witness fee received.
- 12.3 Any employee who is required to appear before a court, legislative committee or quasi-judicial body as a witness in response to a subpoena or other directive for other than department duties, shall be allowed to use any accrued holiday or vacation benefits or compensatory time to offset any loss of pay for such periods.

ARTICLE 13 - EMERGENCY LEAVE

- 13.1 When death, critical illness or injury occurs in the immediate family of an employee, and his attendance is necessary, he shall be allowed up to three (3) working days off duty with pay so long as the Police Chief finds

that the public peace, health, safety and welfare will not be seriously impaired as a result of the leave granted. For purposes of this section, emergency leave in connection with normal child birth is authorized only on the day of delivery.

- 13.2 "Immediate family" shall mean the spouse or children of the employee, the employee's mother and father, or the mother and father of the employee's spouse. However, under unusual circumstances, the Police Chief may more broadly construe this term to apply to other persons living within the employee's household, others related to the employee by blood or marriage or to established foster relationships having attributes of familial ties.

ARTICLE 14 - PERSONNEL FILES/LAYOFF NOTICE/DISCIPLINE

- 14.1 Employees having completed their probationary period, but having less than thirty (30) months in the Department, shall be entitled to fifteen (15) days' notice prior to being laid off due to a reduction in force.
- 14.2 Employees having thirty (30) months or more service in the department shall be entitled to thirty (30) days' notice prior to being laid off due to a reduction in force.
- 14.3 Just Cause. The Employer shall not discipline or discharge any employee unless just cause for such discipline exists.
- 14.4 Personnel Files. Written warnings shall be expunged from personnel files after a maximum period of two years if there is no reoccurrence of similar misconduct for which the employee was disciplined during that period. Any record of more serious discipline shall be expunged from the personnel files after a maximum period of five years if there is no recurrence of similar misconduct for which the employee was disciplined during that period. Nothing in this section shall be construed as requiring the City to destroy any employment records necessary to the City's case if it is engaged in litigation with the employee regarding that employee's employment at the time those records would otherwise be destroyed. The parties recognize that the City may retain internal investigation files although such files may not be used in discipline and discharge cases if they could not otherwise be retained in personnel files pursuant to this section.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.1 Disputes regarding the interpretation of this Agreement shall be handled in the following manner:

Step I: The employee or the Association shall formally submit grievances in writing to the Police Chief (or designee) through the appropriate Shift Supervisor. Such submissions shall state the factual basis for the grievance, the provision or provisions of the Agreement allegedly violated, and the remedy requested. Grievances which are not filed within sixty (60) calendar days from the date the employee knew or reasonably should have known of the alleged violation shall be deemed waived for all purposes.

The Police Chief (or designee) shall convene a Step I meeting within five (5) calendar days of receipt of grievance. Attendance at such meeting may include appropriate supervisors, Association representative, and/or the individual grievant. The Police Chief (or designee) shall render a decision in writing to the Association within seven (7) calendar days after the conclusion of the Step I meeting.

Step II: The decision of the Police Chief (or designee) may be appealed in writing by the employee or the Association to the City Manager within five (5) calendar days of its receipt. The City Manager shall review the facts, convene any meeting involving the parties which he deems appropriate, and shall issue in writing the final position of the Employer within fifteen (15) days of receipt of the Step II appeal.

Step III: Within thirty (30) days of receipt of the Step II answer of the employer, the Association must give written notice of to the City Manager or Acting City Manager of its intent to arbitrate any remaining dispute or the grievance will be considered time barred. The arbitrator shall be mutually selected by the parties or, if they cannot agree, from a list requested from the American Arbitration Association. Only grievances which involved an alleged violation by the Employer of a specific article or provision of the Agreement and which are presented to the Employer in writing during the term of this Agreement and which are processed in the manner and within the time limits herein provided shall be subject to arbitration.

The decision of the arbitrator shall be final and binding upon

the parties. Provided, however, no arbitrator shall have the authority to render a decision or award which modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement; further provided, rendition of a decision or award shall be in writing within thirty (30) calendar days of the close of the hearing (or submission date of written brief) and shall include a statement of the reasoning and grounds upon which such decision or award is based.

The cost of services of the arbitrator shall be shared equally by the parties. All other costs (such as attorney fees, witness time, transcripts, etc.) shall be born separately by the party incurring the expense. Time limits described herein may be extended by mutual agreement of the parties.

ARTICLE 16 - INSURANCE PROTECTION

16.1 The Employer shall indemnify and defend any police officer employee against any claim or suit, where such claim or suit arose because such employee exercises his/her authority as a Mercer Island Police Officer. The Employer shall pay on behalf of any employee in the bargaining unit any sums which the employee shall be legally obligated to pay as a result of that employee's reasonable and lawful activities and exercise of authority within the scope of his/her duties and responsibilities as a Mercer Island Police Officer.

This protection shall also apply for any claims or suits arising from said employee's authorized off-duty employment; provided such claim or suit results from the employee's reasonable and lawful activities and exercise of authority within the scope of his/her duties and responsibilities as a Mercer Island Police Officer. This shall not preclude the City from recovering losses, to the extent coverage is otherwise provided by the off-duty employer, or his insurer. Indemnity and defense shall not be provided by the City for any dishonest, fraudulent, criminal or malicious act.

ARTICLE 17 - SAVINGS CLAUSE

17.1 Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall not be affected thereby, and the parties shall immediately enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement provision.

17.2 The parties agree that except where matters are covered by express provisions of this agreement, the employees are subject to the Rules of the

Mercer Island Civil Service Commission and any alleged violation of contractual provisions also covered by Civil Service Rules may be adjudicated either through the Civil service appeals process or through the grievance process, provided that, the filing of a Civil Service Appeal, either before or after the filing of a grievance, shall constitute an election of remedies and a waiver of the subject employee's right to further pursue his grievance or the Association's right to require the Employer to arbitrate the grievance. Provided further, that nothing in this Section shall be construed as a waiver of any right that the Association may have to require the City to engage in collective bargaining.

ARTICLE 18 – MANAGEMENT RIGHTS

- 18.1 Subject to the terms and limitations of this Agreement, the management of the Police Department is vested in the Employer.

ARTICLE 19 - SCOPE OF AGREEMENT

- 19.1 The parties agree that this Agreement is their complete Agreement and that all Agreements between the parties are merged into this Agreement, but they may be modified by mutual agreement.
- 19.2 The term "employee" as used in this Agreement includes both male and female employees covered by this Agreement. In addition, wherever in this Agreement the masculine gender is used, it is intended it will apply to the female gender as well.

ARTICLE 20 – DRUG AND ALCOHOL TESTING POLICY

- 20.1 The parties agree to follow the Drug and Alcohol Testing Policy attached to this agreement as Exhibit “B”.

ARTICLE 21 - BILL OF RIGHTS

- 21.1 When any employee of the Department is under investigation for an act that could lead to punitive action, including dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer, for purpose of punishment, and because of such investigation he is being interrogated, such interrogation shall be conducted under the following terms and conditions:
- 21.1.1 All interrogations shall be at a reasonable hour;
- 21.1.2 The employee under investigation shall be informed of the

nature of the investigation and the person in charge of the investigation and will be allowed to bring an attorney or Association Representative to represent him in the matter;

21.1.3 The length of time of the interrogation shall be reasonable, and the employee being interrogated shall have the right to attend to his own personal physical necessities;

21.1.4 There shall be no threats, abusive language or promises made during the interrogation; however, the employee may be informed that if he is given immunity from criminal action that his refusal to truthfully answer questions concerning his official duties may be subject to dismissal or other punitive actions;

21.1.5 If the investigation may lead to criminal charges, the employee must be informed of his constitutional rights;

21.1.6 No employee shall be required to take a polygraph test and no adverse comment may be included in his personnel file or disciplinary hearing for his failure to take such polygraph test (RCW 49.44.120); and

21.1.7 No locker or other space assigned to an employee under investigation shall be searched, without his consent, except as a result of a search warrant.

ARTICLE 22 - PHYSICAL FITNESS

22.1 The Association and the City agree that the physical fitness of Association members is important to their health and safety. Physical fitness is the personal responsibility of each Association member. The City and the Association will both support and encourage officers to be physically active and to be involved in a personal program of regular exercise.

22.2 Smoking is not permitted within the police building or in any of the Department vehicles. Exceptions can be granted only by the Police Chief.

ARTICLE 23 – PUBLIC RECORDS DISCLOSURE

23.1 The City shall not publicly disclose public records pertaining to individual Association members, except as required by statute or policy. If a request for such records has been made in accordance with applicable state and City legal requirements, and the City determines that the records must be disclosed according to law, the City shall notify the Association and individual Association member ten (10) days prior to the release of public records. The 10-day notice may be waived by mutual agreement of the

parties.

ARTICLE 24 - TERM OF AGREEMENT

24.1 This Agreement shall be effective January 1, 2018, and it shall remain in full force and effect until December 31, 2020.

DATED AND SIGNED THIS _____ day of _____, 2018.

City of Mercer Island

Mercer Island Police Association

Julie Underwood, City Manager

Scott Schroeder, Association President

Attest:

Allison Spietz, City Clerk

Approved as to Form:

Kari Sand, City Attorney

APPENDIX "A"

MERCER ISLAND POLICE								
January 1, 2018 Pay Scale								
3.17% COLA Increase Over December 31, 2017								
STEP %	Hourly 2018	O.T.	BI-WEEKLY	MONTHLY	ANNUAL	ACTING	SHIFT PREMIUM	FTO
A	32.54	48.81	2,603	5,640	67,681	14.22	0.65	0.98
B (Month 7)	34.24	51.36	2,739	5,935	71,217	12.52	0.68	1.03
C (Month 19)	36.27	54.40	2,901	6,286	75,432	10.49	0.73	1.09
D (Month 31)	38.17	57.25	3,053	6,616	79,390	8.59	0.76	1.15
E (Month 43)	40.07	60.11	3,206	6,946	83,348	6.69	0.80	1.20
F (Month 55)	43.49	65.24	3,480	7,539	90,467	3.27	0.87	1.30
	0.00							
3% (5 Years)	44.80	67.20	3,584	7,765	93,184	3.37	0.90	1.34
4.5% (10 Years)	45.45	68.18	3,636	7,879	94,542	3.41	0.91	1.36
6% (15 Years) 6%	46.11	69.16	3,688	7,992	95,900	3.46	0.92	1.38
8% (18 Years)	46.98	70.48	3,759	8,144	97,727	3.51	0.94	1.41
10% (21 Years)	47.85	71.78	3,828	8,294	99,530	3.59	0.96	1.44
12% (24 Years)	48.72	73.08	3,897	8,444	101,334	3.65	0.97	1.46
CORPORAL = 7.5% OVER POLICE OFFICER								
CORPORAL	46.76	70.14	3,741	8,105	97,259	3.27	0.94	1.40
3% (5 Years)	48.17	72.25	3,853	8,349	100,186	3.36	0.96	1.44
4.5% (10 Years)	48.86	73.30	3,909	8,470	101,638	3.41	0.98	1.47
6% (15 Years) 6%	49.56	74.34	3,965	8,591	103,090	3.47	0.99	1.49
8% (18 Years)	50.50	75.75	4,040	8,753	105,034	3.52	1.01	1.51
10% (21 Years)	51.44	77.16	4,115	8,917	107,001	3.58	1.03	1.54
12% (24 Years)	52.37	78.55	4,189	9,077	108,921	3.66	1.05	1.57
SGT / EMERGENCY MGR BASE = TOP PATROL OFFICER + 15%								
SGT/Emergency Mgr	50.02	75.04	4,002	8,671	104,050	7.50	1.00	
3% (5 Years)	51.52	77.28	4,122	8,930	107,165	7.72	1.03	
4.5% (10 Years)	52.28	78.41	4,182	9,061	108,734	7.84	1.05	
6% (15 Years) 6%	53.03	79.55	4,242	9,192	110,303	7.95	1.06	
8% (18 Years)	54.02	81.03	4,322	9,364	112,364	8.23	1.08	
10% (21 Years)	55.02	82.53	4,402	9,537	114,448	8.25	1.10	
12% (24 Years)	56.03	84.04	4,482	9,711	116,532	8.40	1.12	
LT BASE = SGT BASE + 15%								
LT	57.52	86.28	4,602	9,971	119,647		1.15	
3% (5 Years)	59.25	88.87	4,740	10,269	123,230		1.18	
4.5% (10 Years)	60.11	90.17	4,809	10,419	125,034		1.20	
6% (15 Years) 6%	60.98	91.47	4,878	10,570	126,837		1.22	
8% (18 Years)	62.25	93.38	4,980	10,790	129,483		1.25	
10% (21 Years)	63.28	94.91	5,062	10,968	131,614		1.27	
12% (24 Years)	64.42	96.64	5,154	11,167	134,003		1.29	

EXHIBIT "A"

SERVICE BENEFIT PLAN

This Service Benefit Plan is attached to and a part of the Collective Bargaining Agreement (Agreement) between the City of Mercer Island (Employer) and the Mercer Island Police Association (Association). Association members (Employees) shall be entitled to the benefits of this Service Benefit Plan as set forth in the following paragraphs.

1. Qualification. Employees shall be qualified to participate in this Service Benefit Plan upon (a) completion of a minimum of ten (10) years of service with the city, and (b) eligibility to retire as required in Article 8.2 of the Agreement. Employees shall not be qualified to participate in this Service Benefit Plan if terminated for disciplinary reasons and such discipline is sustained upon final appeal.
2. Service Benefit. Upon qualified separation from employment with the Employer, Employees shall be paid the sum of the following in recognition of years of service to the City of Mercer Island:
 - A. \$12,789.00 plus;
 - B. The applicable amount from the following table:

Years of Service	Amount for 2018
Up through 14 years	\$0
15 - 19 years	\$3,294.00
20 - 24 years	\$4,944.00
25 - 29 years	\$7,417.00
30 years and above	\$9,063.00

The amounts set forth in Parts A and B shall be adjusted upwards annually in an amount equal to 100% of the cost of living. The cost of living index in Article 5.1 of the Agreement shall be used.

3. Payment. Payment of amounts due under this Service Benefit Plan shall be made to an eligible Employee in the Employee's final check from the City.

“Exhibit B”

DRUG AND ALCOHOL TESTING POLICY

I. POLICY

A. Reporting to work under the influence of alcohol and /or illegal drugs, or the use, sale or possession by an employee of illegal drugs is strictly prohibited and may result in disciplinary action, including immediate termination. Each employee must inform the Employer if they are using prescription or over-the-counter drugs they know or reasonably should know may impair their ability to perform job functions and/or operate machinery such as automobiles. Under appropriate circumstances the Employer may require the employee to provide written medical authorization from a physician to perform various essential job functions while using such drugs.

B. A voluntary request by an employee for assistance with his/her own alcohol or drug abuse problem will remain confidential and such abuse, request and treatment/rehabilitation for alcohol or drug abuse shall not be used as the basis for any disciplinary action provided that the request for assistance is initiated prior to commencement of any internal investigation or other related disciplinary action.

C. Treatment/rehabilitation for alcohol or drug abuse undertaken by an employee following commencement of any internal investigation or other disciplinary action shall be considered by the City in administering discipline to the employee.

II. DEFINITION

A. For the purpose of administering this Policy the following definition of terms is provided:

1. Alcohol - means the intoxicating agent in alcoholic beverages, ethyl alcohol or other low molecular weight alcohols, including methyl or isopropyl alcohol.

2. Drug - means any substance (other than alcohol) capable of altering the mood, perception, pain level, or judgment of the individual consuming it.

3. Illegal Drug – means any drug for which sale, purchase, transfer, or unauthorized use or possession is prohibited or restricted by federal or state law or the intentional misuse of a prescription or over-the-counter drug.

4. Over-the-counter Drug – means those drugs that are generally available without a prescription and are limited to those drugs that are capable of impairing the judgment of an employee to safely perform the employee’s duties.

5. Prescription – means any drug used in the course of medical treatment and

that has been prescribed and authorized for use by a licensed health care professional.

6. Reasonable Suspicion – Reasonable suspicion is based on specific, reliable, credible objective facts and reasonable inferences from those facts, that discovery testing will produce evidence of a violation of this policy.

7. Under the Influence – means having alcohol or illegal drugs in the body in excess of the concentration cutoff levels established in this Policy.

III. WHEN TESTING IS REQUIRED

A. An employee may be required to submit to drug or alcohol testing only when there is reasonable suspicion to believe that the employee is in violation of this policy. Reasonable suspicion will not be used to harass or intimidate any employee.

1. The basis for the reasonable suspicion shall be documented in writing prior to or at the time the employee is requested to submit to testing.

2. An Association representative shall be summoned before the employee is approached and the Association representative shall be present when the employee is first told of the reasonable suspicion, unless obtaining an Association representative will delay the notification required by this section for more than two (2) hours.

3. The employee shall be given an opportunity to confer with the Association representative (if readily available), and the employee shall be given an opportunity to explain the reasons for the employee's condition, such as reaction to prescription or over-the-counter drugs, fatigue, exposure to toxic substances, or any other reasons known to the employee, to the City representative telling the employee the basis for reasonable suspicion. The Association representative may be present during this discussion.

B. An employee who refuses to submit to testing for alcohol and/or drugs shall be conclusively presumed to be under the influence of alcohol or an illegal drug for the purpose of administering this Policy, and therefore will be subject to discipline, up to and including immediate discharge.

IV. COLLECTION/TESTING PROCEDURES

A. The Association representative shall be allowed to accompany the employee to the collection site.

B. Alcohol Testing

1. Alcohol testing will be conducted by a trained Breath Alcohol Technician

("BAT") using an Evidential Breath Testing Device ("EBT") which the BAT has been trained to operate in conformance with Department of Transportation's Procedures for Transportation Workplace Alcohol Testing, 49 CFR 40.221, et. seq. ("DOT Procedures")

2. Alcohol testing shall take place at a facility that meets the requirements of the DOT Procedures.

3. The procedures used for conducting all screening and confirmation alcohol tests shall be in conformance DOT Procedures.

4. The cutoff levels for screening and confirmation alcohol tests shall be .02 breath alcohol.

5. The procedures used for reporting the results of alcohol tests shall be in conformance with DOT Procedures.

C. Drug Testing

1. All specimens for drug testing shall be obtained at a collection site that shall have all necessary personnel, materials, equipment, facilities, and supervision to provide for the collection, security, temporary storage, and shipping or transportation of urine specimens to a certified drug testing in accordance with the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Mandatory Guidelines for Federal Work Place Testing Programs ("Mandatory Guidelines").

2. All specimens shall be collected in conformance with the specimen collection procedures set forth in the Mandatory Guidelines. Handling and transportation of urine specimens from one authorized individual or place to another shall always be accomplished through chain of custody procedures.

3. A split specimen method of collection shall be used and the split specimen method of collection shall be in conformance with the Mandatory Guidelines.

4. All testing shall be done at a Department of Health and Human Services, Substance Abuse and Mental Health Services Administration certified laboratory and transportation of the specimen to the laboratory shall be in conformance with the Mandatory Guidelines.

5. Laboratory security, chain of custody, and analysis procedures shall be in conformance with the Mandatory Guidelines.

6. 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:

Initial Test Level (ng/mL)

<u>(Nanograms per milliliter)</u>	<u>(ng/ml) Test Level</u>
Amphetamines	1000
Cannabinoids	50
Cocaine metabolites	300
Opiates (codeine / morphine)	300
Phencyclidine	25
Level of the positive result for alcohol	0.02 Breath alcohol

7. Specimens that test negative on all initial immunoassay tests will be reported negative. No further testing of these negative specimens for drugs is permitted

8. All specimens identified as positive on the initial test shall be confirmed for the class(es) of drugs screened positive on the initial test using gas chromatography/mass spectrometry (GC/MS) in conformance with the Mandatory Guidelines at the following cutoff values:

<u>Confirmatory Test Level</u>	<u>(ng/mL)</u>
Amphetamines	500
Cannabinoids (1)	15
Cocaine metabolites (2)	150
Opiates (codeine / morphine)	2000
Phencyclidine	25
1 Delta-9-tetrahydrocannabinol-9-carboxylic acid	
2 Benzoyllecgonine	

9. Specimens that test negative on confirmatory tests shall be reported negative and no further testing of these specimens for drugs is permitted

10. An essential part of this drug testing program is the final review and reporting of results. The final review and reporting of the results of such drug testing shall be in conformance with the Mandatory Guidelines.

a. This review shall be performed by the Medical Review Officer (“MRO”) prior to the transmission of results to the City. A positive test result does not automatically identify an employee as being in violation of this Policy. The MRO will consider alternate medical explanations in conjunction with their review.

b. The qualifications and responsibilities of the MRO shall be in conformance with the Mandatory Guidelines.

c. Prior to making a final decision to verify a positive test result, the MRO shall give the employee an opportunity to discuss the test result with him or her in conformance with the Mandatory Guidelines.

d. Upon notification by the MRO that an employee has a verified

positive drug test or refusal to test because of adulteration or substitution, the employee shall have 72 hours from the time of notification to request a test of the split specimen. The request may be verbal or in writing.

e. When an employee makes a timely request for a test of the split specimen the MRO shall immediately provide written notice to the laboratory that tested the primary specimen directing the laboratory to forward the split specimen to a second HHS certified laboratory for confirmation testing in accordance with this Policy.

Following verification of a positive test result, the MRO shall report the result to the City's official designated to receive results.

In the future, the employer may add to the list of prohibited drugs any drug which the federal government adds to their list as prohibited for DOT workers. The employer will follow the same cutoff levels and screening procedures used by the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Mandatory Guidelines for Federal Work Place Testing Programs ("Mandatory Guidelines").

V. CONSEQUENCE OF A NEGATIVE TEST

A. In the event the test results are reported as negative, such test results shall be destroyed, the employee shall be paid for lost work time due to the testing, and no discipline shall be levied against the employee based upon the testing process and/or the result of the testing process.

VI. CONSEQUENCES OF A POSITIVE TEST

A. In the event the MRO reports the test results positive, an employee who tests positive for any of the drugs or alcohol referred to in this Policy may be subject to discipline, up to and including termination.

B. Nothing in this Policy shall be construed to limit the City's right to discipline/discharge a bargaining unit employee for violations of this or any other City / Department policy.

C. Nothing in this Policy shall be construed to limit or abridge any of the rights set forth in the collective bargaining agreement between the Association and the City and/or any rights provided by federal and state law.

VII. RECORDKEEPING

A. All records related to the alcohol or drug testing of an employee shall be treated as confidential medical records.

B. Any employee who is the subject of an alcohol or drug test shall, upon written request, have access to any and all records relating to his or her drug test and any records relating to the results of any relevant certification, review, or revocation-of-certification proceedings. Such access shall not include communications protected by attorney-client privilege.

VIII. RIGHT OF APPEAL

A. Employees and the Association have the right to challenge an alleged violation of this Policy and/or the results of alcohol and drug testing through the grievance procedure set forth in the collective bargaining agreement between the Association and the City.

IX. RIGHT OF ASSOCIATION PARTICIPATION

A. At any time, the Association, upon request, will have the right to inspect and observe any aspect of the drug testing program with the exception of individual test results, provided that such inspection does not delay any testing procedure. The Association may inspect individual test results if the release of this information is authorized by the employee involved.

X. ASSOCIATION HELD HARMLESS

A. The City shall be solely liable for any legal obligations and costs arising out of the provisions of this Policy and/or application of this Policy, except as otherwise provided herein.

B. The Association shall be held harmless for all claims arising out of errors, omissions or negligent acts by the third party contractors hired by the City to conduct the drug testing under this Policy, including failure to abide by the protocol established by this Policy; and for all claims arising out of the implementation/administration of this Drug Policy, except for a failure of the Association to file a timely grievance based on known violations of Article III(A) of this policy.

APPENDIX B

2018-2020 MERCER ISLAND POLICE (SUPPORT) COLLECTIVE BARGAINING AGREEMENT

AGREEMENT

By and Between

CITY OF MERCER ISLAND, WASHINGTON

and

MERCER ISLAND POLICE ASSOCIATION

(SUPPORT)

January 1, 2018 – December 31, 2020

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AGREEMENT
By and Between
CITY OF MERCER ISLAND, WASHINGTON
And
MERCER ISLAND POLICE ASSOCIATION
(SUPPORT)

This Agreement is effective the 1st day of January, 2018 and is entered into by and between the City of Mercer Island, Washington, hereinafter, referred to as the "Employer" or "City" and the Mercer Island Police Association, hereinafter referred to as the "Association," representing the Support Services Bargaining Unit. All terms and conditions of this Agreement shall be effective January 1, 2018 through December 31, 2020.

ARTICLE 1 - RECOGNITION

- 1.1 The Employer recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all of its full-time and part-time Police Department employees employed in work classifications set forth in Appendix "A". It is agreed that temporary and on-call employees are not covered by this Agreement.

ARTICLE 2 - UNION MEMBERSHIP

- 2.1 No employee covered by this Agreement shall be discriminated against by either party for his/her activities on behalf of the Association so long as they do not interfere with city business.
- 2.2 All employees classified and hired full-time and/or part-time as a condition of continued employment, shall pay each month a service charge equivalent to regular Association dues to the Association as a contribution towards the administration of this Agreement.
- 2.3 The right of non-association of employees of the Mercer Island Police Department based on bona fide religious tenets or teachings of a church or a religious tenet of which such employee is a member shall be protected at all times and such employee shall pay such sum in such manner as is provided in RCW 41.56.122. as now enacted and hereafter amended.

- 2.4 Upon written authorization by an employee and approval by a representative of the Association, the Employer agrees to deduct from the wages of each employee the sum certified as initiation dues, assessments and monthly Association dues, and forward the sum to the Association's Secretary or Treasurer. The Association agrees that it shall indemnify the Employer and save the Employer harmless from any and all claims, awards, judgments, attorney's fees or other litigation costs which may be made by an employee or employees against the Employer by virtue of the application of this section.
- 2.5 Designated representatives of the Association shall suffer no loss of pay while performing functions related to the administration of this Agreement, provided reasonable advance notification is given to the appropriate supervisor. The Employer retains the right to restrict such activities when an emergency exists or where such activities would create a danger to public safety.

ARTICLE 3 - DEFINITIONS

- 3.1 Probationary Employee. A support services employee who has not completed the first twelve months of continuous employment. Probationary employees shall earn benefits and shall be eligible to use them as provided in this Agreement.
- 3.2 Regular Employee. An employee who has successfully completed his/her probationary period. Regular employees receive benefits as set forth in this Agreement.
- 3.3 Casual Employee. An employee who is hired to work on an as needed basis.
- 3.4 Full-Time Employees. An employee who is hired to work the normal work schedule as defined in Section 4.2.
- 3.5 Part-Time Employees. An employee who is hired to work one-half of the normal work schedule or more as defined in Section 4.2.
- 3.6 Anniversary Date. One year after an employee's date of hire and that date every year thereafter.

ARTICLE 4 - HOURS OF WORK AND OVERTIME

- 4.1 Normal Work Day for Records Section/PSO/Evidence Technician. The normal work day for full-time Records Specialists shall consist of eight consecutive hours, including a paid one half-hour meal period. The normal work day for Police Support Officer shall consist of eight (8) consecutive

hours and include a thirty (30) minute meal period. An Employee assigned as a Police Support Officer shall be subject to immediate call out during meal and rest periods. The normal work day for part-time employees, including the Evidence Technician, shall consist of four consecutive hours, not to include a meal period.

- 4.2 Normal Work Schedule for Records Section/PSO/Evidence Technician. The normal work schedule for Records Section employees shall be five consecutive normal work days followed by two consecutive days off. In order to facilitate adequate coverage due to illness or vacation, the normal work schedule may be modified. Depending upon special needs and events as determined by the employer, the Police Support Officer may be assigned to work some evening shifts and weekends, in lieu of the normal eight (8) hour shift, five (5) days on, followed by two (2) days off schedule. In addition, for employees filling Records Specialist positions, alternate work schedules may be utilized upon mutual agreement of both parties. All unit employees will receive a thirty (30) minute meal period and two (2) fifteen (15) minute rest periods each work day.
- 4.3 Normal Work Schedule for Marine Patrol Technician. The Marine Patrol Technician(s) shall work an eight (8) hour shift with five (5) days on, followed by two (2) days off, followed by five (5) eight (8) hour days on, followed by three (3) days off. This 5-2/5-3 schedule will be implemented during the boating season, which extends from April 1 through September 30, annually. For the remainder of the year, a 5-2, eight (8) hour schedule will be implemented. This annual schedule accounts for 2,040 hours worked and as a result, the Marine Patrol Technician(s) shall work one (1) extra eight (8) hour shift in the vicinity of April 1 of each year and another one (1) extra eight (8) hour shift in the vicinity of September 30 of each year, provided that the extra shift does not result in a work week in excess of forty (40) hours.
- 4.4 Normal Work Week Full-Time. The normal work week shall consist of forty hours of work within a consecutive seven day period.
- 4.5 Overtime. All hours worked in excess of eight in one day, all hours worked in excess of the normal work week, excluding part-time's normal work week, or all hours worked on a scheduled off duty day shall be considered overtime. Overtime shall be paid at one and one-half times the employee's regular rate of pay. Overtime must be authorized by the employer. Time paid for, but not worked shall not count as hours worked for purposes of computing overtime. Hours paid at the overtime rate are not hours worked or paid hours for purposes of computing longevity increments or retirement benefits. The City shall attempt to meet its overtime requirements on a voluntary basis.

- 4.6 Compensatory Time. The employer shall pay all authorized overtime on a cash basis. Provided, however, that nothing in this Article shall be construed as to prohibit the employee the option of taking compensatory time off in lieu of paid overtime, provided the accumulation and use of such time is provided by the administrative officer or officer officially acting in that capacity, and the compensatory time is compensated at the time and one-half rate. Provided, further, however, that in no case may an employee accrue more than 240 hours of compensatory time. Compensatory time may be used or cashed out in one-quarter of an hour increments. Upon termination of employment with the City, the employee will be paid for all unused compensatory time at the employee's current regular rate of pay or the average of the employee's regular rate of pay during the preceding three years, whichever is higher. Cash-outs of unused compensatory time include longevity pay.
- 4.7 Rest and Meal Periods. Meal and rest periods shall be handled in accordance with W.A.C. 296-126-092.
- 4.7.1 Employees shall be allowed a meal period of at least 30 minutes which commences no less than two hours nor more than five hours from the beginning of the work day.
- 4.7.2 No employee shall be required to work more than five consecutive hours without a meal period.
- 4.7.3 Full time employees working three or more hours longer than a normal work day shall be allowed at least one 30-minute meal period prior to or during the overtime period.
- 4.7.4 Employees shall be allowed a rest period of not less than ten minutes, on the Employer's time, for each four hours of working time. Rest period shall be scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three hours without a rest period.
- 4.7.5 Where the nature of the work allows employees to take intermittent rest periods equivalent to ten minutes for each four hours worked, scheduled rest periods are not required.
- 4.8 Pay Periods and Pay Days. Employees shall be paid every fourteen days.
- 4.9 Call Back. An employee called in to work after completing his/her normal work day or normal work schedule, excluding part-time employees, shall be paid a minimum of three hours at time and one-half times his/her regular rate of pay. Employees who are not notified by 5:00 p.m. on the day prior to a scheduled court appearance that their testimony is not necessary, shall

receive the minimum call back pay provided herein, whether or not they ultimately appear. Notice may be achieved by voice mail provided that such system electronically time/date stamps messages.

ARTICLE 5 - WAGES

- 5.1 Records Specialist and Evidence Technician. Effective January 1, 2018, Records Specialist and Evidence Technician employees shall be compensated in accordance with the wage schedule attached to this Agreement marked Appendix "A." This wage schedule shall be considered a part of this Agreement. This wage schedule reflects an across the board cost of living adjustment in the amount of 100% of the percentage increase in the Seattle/Tacoma CPI-W (semi-annual index released in August 2017).
- 5.1.1 Effective January 1, 2019, the wage rates will be increased by an amount that reflects 100% of the percentage increase in the Seattle/Tacoma CPI-W (semi-annual index released in August 2018).
- 5.1.2 Effective January 1, 2020, the wage rates will be increased by an amount that reflects 100% of the percentage increase in the Seattle/Tacoma CPI-W (semi-annual index released in August 2019).
- 5.1.3 Any Records Specialist who is assigned by the Police Chief or his/her designee as the Public Records Officer or Lead Records Specialist shall receive a 5% premium while serving in this capacity, as reflected in the wage schedule. Additional duties of the Lead Records Specialist may include, but are not limited to, TAC duties and training new Records Specialist(s). This 5% premium pay shall correspond with the Records Specialist's level of longevity. Should the Records Specialist work overtime in such capacity, he/she shall receive overtime at one-and-one half times the higher wage rate calculated as provided herein.
- 5.2 Marine Patrol Technician and Police Support Officer (PSO). Marine Patrol Technician and PSO employees shall be paid at a rate of 75% of a fully-commissioned officer assigned to Patrol in the same pay step and at the same longevity rate, which can be found in Articles 5 and 6 of the current Mercer Island Police Association Collective Bargaining Agreement (Commissioned).
- 5.3 Education Incentive. The City shall pay any Marine Patrol Technician or Police Support Officer:
- (a) who holds or obtains an A.A. Degree from an accredited college or university or who can document ninety credit hours toward a Bachelor's

Degree in actual college course work, an education allowance of \$150.00 per month; or

(b) who holds or obtains a B.S. or B.A. Degree from an accredited college or university an education allowance of \$275.00 per month.

ARTICLE 6 - LONGEVITY PAY

6.1 Effective January 1, 2014, Support Employees adopted the following longevity schedule, which matches that as outlined in the Police Collective Bargaining Agreement. If an employee's wages would have been higher at the former longevity and wage scale, the employee will be moved to the next step on the wage scale. The employee shall remain at that step until his/her years of service catch up to the applicable step.

Employees shall receive longevity pay in accordance with the following schedule:

<u>Upon Completion of</u>	<u>% of Applicable Hourly Rate (rounded to nearest whole cent)</u>	
Five years' continuous service	Three percent	(3%)
Ten years' continuous service	Four and one half percent	(4.5%)
Fifteen years' continuous service	Six percent	(6%)
Eighteen years' continuous service	Eight percent	(8%)
Twenty-one years' continuous service	Ten percent	(10%)
Twenty-four years' continuous service	Twelve percent	(12%)

6.2 Longevity pay shall be due and payable beginning on the next regular pay day following the eligible employee's anniversary date, and thereafter each consecutive pay period.

6.3 Longevity pay shall be included in the employee's regular rate of pay for purposes of computing overtime. Longevity pay shall be included in the computation of any pay received.

ARTICLE 7 - PERSONAL LEAVE

7.1 Employees shall receive up to three normal work days of personal leave with pay during each year of this Agreement. Personal leave may not be used until an employee has successfully complete six months' employment. Such leave shall require advance approval. Employees who terminate during the life of this Agreement shall have their final check adjusted to reflect any personal leave used in advance of actual accrual.

ARTICLE 8 – UNIFORM, CLEANING AND BOOT ALLOWANCE

8.1 Uniforms shall be furnished by the employer in the event that they are

required.

- 8.2 The employer will provide dry cleaning services for each employee at the rate of four (4) clothing items per week. During this contract, the maximum rate the City shall be required to pay per month shall be \$30.00. The employer shall provide additional dry cleaning services if clothing is unusually soiled in the course of duty.
- 8.3 The Marine Patrol Technician will receive \$150 per year for the purchase of footwear. The Police Support Officer will receive \$100 per year for the purchase of footwear.

ARTICLE 9 - BENEFIT PLANS

9.1

Medical, Dental and Vision Insurance. Effective January 1, 2018, the employer shall offer medical, dental, and vision insurance benefits through the LEOFF Health & Welfare Trust ("LEOFF Trust"). Insurance premiums to provide employees and their dependents medical and dental benefits shall be paid by the employer. The employer's contribution shall be based on the LEOFF Trust Medical Plan F and LEOFF Trust Dental Plan 2A. If desired, an employee may choose the Association of Washington Cities ("AWC") Benefits Trust Kaiser 200 Plan for medical insurance and the AWC Vision Services Plan in lieu of the LEOFF Trust Medical Plan F. Coverage shall not be reduced during the life of this Agreement.

The employer shall pay 100% premium cost for medical and dental insurance for all employees, plus 90% of premium costs for dependent coverage, for the period of this Agreement.

Opt-out of medical coverage - An employee who waives the right to obtain medical insurance coverage through the City and who provides proof of credible coverage through his / her spouse or other source shall be entitled to receive 50% of the total premiums that would be paid by the City, contributed to their Retirement Health Savings (RHS) account. Example - employee with a spouse would receive amount equal to 50% of the premiums for his / herself and spouse, minus the 10% employee contribution for the spouse. Employee with two children and spouse would receive the 50% of the equivalent of those premiums, again minus the 10% employee contribution for the spouse and dependents.

- 9.2 VEBA HRA. Effective January 1, 2018, the employer shall provide yearly contributions of \$1,200 to the Health Reimbursement Account (VEBA) of each employee. One-half of the VEBA contributions shall be deposited by the second week of January of each year and one-half of the VEBA

contribution shall be deposited by the second week of July of each year. Any funds not utilized by an employee in a calendar year remain available in subsequent years. The funds accumulated during employment shall be available for qualified expenses after an employee leaves employment with the City.

In 2018 only, the employer shall deposit an additional one-time VEBA contribution in the amount of \$1,250 into each employee's VEBA account by the second week of January.

- 9.3 Retirement Plan. Employees shall be enrolled and covered to the extent required and allowed by the applicable State of Washington Department of Retirement Systems Plan. All qualified bargaining unit employees may elect, at any time, to claim benefits under the Early Retirement Plan using the calculations on the work sheet attached as Exhibit "A". A qualified employee is an employee who has reached age 55 and is vested in their respective retirement plan.
- 9.4 Worker's Compensation. Worker's compensation shall be provided by the City as provided by law.
- 9.5 Unemployment Compensation. Unemployment compensation shall be provided by the City as provided by law.
- 9.6 Vision Insurance. The City will provide employees and their dependents eye care and eye wear benefits through the LEOFF Trust medical plan.
- 9.7 Life Insurance. The Employer shall provide and pay the premiums for \$50,000 life insurance for each employee covered by this Agreement.

ARTICLE 10 – PART-TIME MARINE PATROL TECHNICIANS

- 10.1 Part-Time Marine Patrol Technicians. The wages, hours, and other conditions of employment for part-time Marine Patrol Technicians (also referred to as "Marine Patrol Assistants") shall be governed by Appendix A. Appendix A shall be considered a part of this Agreement.

ARTICLE 11 - SICK LEAVE

- 11.1 Accrual. Employees accrue sick leave at the rate of one normal work day for each month of service (8 hours for full-time employee, pro-rated for part-time employee). Sick leave accumulated in one year can be carried over to the succeeding years up to a maximum of one hundred twenty days (960) hrs. This amount is prorated for part-time employees. For purposes of calculating each employee's maximum accrual, each normal work day of sick leave benefits, whether it was earned by any employee covered by this

agreement, shall be equal to eight hours. Employees who are granted a leave of absence with pay for any purpose shall continue to accrue sick leave at their regularly prescribed rate. No compensation for accrued but unused sick leave shall be paid upon the termination of employment.

- 11.2 Use. Accrued sick leave benefits may be used by an employee to avoid loss of pay if the employee is unable to work his/her normal work schedule due to personal illness or injury, enforced quarantine in accordance with community health regulations, or the serious illness or injury of an immediate family member necessitating the employee's presence. Each normal work day of sick leave benefits earned and used by full-time employees shall be equal to 8.0 hours of sick leave benefits (pro-rated for part-time employees). Part-time employees sick leave earned and used shall be pro-rated.
- 11.3 Reporting. When an employee is unable to report for work, he/she must notify his/her supervisor as soon as reasonably prudent. Failure to do so may result in denial of sick leave benefits for such absence. The City may, for cause, require a physician's statement.
- 11.4 Partial Absences. Absence for part of a normal work day for the reasons specified in Section 10.2 shall be charged against accrued sick leave in an amount not less than one-quarter of an hour. Holidays and other regular days off shall not be charged against accrued sick leave benefits during periods of absence due to authorized sick leave.
- 11.5 Probationary Employees. Probationary employees accrue but are not eligible to use sick leave benefits until they have worked six continuous months.
- 11.6 Integration of Workers' Compensation. In any case where an employee suffers an on-the-job injury and is eligible to receive workers' compensation time loss benefits, the City shall continue to pay such employee's regular pay for the normal work schedule for up to one month following such injury or illness. If an employee receives workers' compensation time loss benefits representing lost compensation for this one month period, the employee will reimburse the City for the value of any workers' compensation benefits received. During this one month period, the employee's accrued sick leave benefits shall not be charged. Any continuation of wages beyond this one month period shall be according to the City's personnel policies on disability leave. An employee on paid disability leave continues to receive all benefits provided by this Agreement.
- 11.7 Long Term Disability Insurance. The City will provide to the Records section employees who are members of the Mercer Island Police Association a long-term disability insurance benefit which provides a 60% guaranteed

benefit after a 90 day qualifying period and a rehabilitation period of 36 months. The premium for this benefit will be paid by the City.

11.8 Wellness Incentive. During the term of this Agreement, the wellness incentive plan for bargaining unit employees shall be as follows:

All employees shall earn \$25 per month for every month with zero sick leave hours used. Additionally:

- Employees with 0 through 9 years of service earn:
 - \$300 plus 24 hours of vacation if eight (8) sick leave hours or less are used in the previous calendar year. Hours earned will be pro-rated for part-time employees.
 - \$150 plus 16 hours of vacation if 8 - 24 sick leave hours are use in the previous calendar year. Hours earned will be pro-rated for part-time employees.
 - 8 hours of vacation if 25 to 48 sick leave hours are used in the previous calendar year. Hours earned will be pro-rated for part-time employees.

- Employees with 10 through 19 years of service earn:
 - \$600 plus 24 hours of vacation if eight (8) sick leave hours or less are used in the previous calendar year. Hours earned will be pro-rated for part-time employees.
 - \$300 plus 16 hours of vacation if 8 - 24 sick leave hours or less hours are use in the previous calendar year. Hours earned will be pro-rated for part-time employees.
 - \$100 plus 8 hours of vacation if 25 to 48 sick leave hours are used in the previous calendar year. Hours earned will be pro-rated for part-time employees.

- Employees with 20 years of service or more earn:
 - \$900 plus 24 hours of vacation if eight (8) sick leave hours or less are used in the previous calendar year. Hours earned will be pro-rated for part-time employees.
 - \$600 plus 16 days of vacation if 8 - 24 sick leave hours or less hours are use in the previous calendar year. Hours earned will be pro-rated for part-time employees.
 - \$300 plus 8 hours of vacation if 25 to 48 sick leave hours are used in the previous calendar year. Hours earned will be pro-rated for part-time employees.

Benefits for partial years of service shall be pro-rated as per time in service. Use of sick leave benefits does not include Labor and Industries time loss. The City shall place all money earned as part of this wellness incentive

program into the employee's Retirement Health Savings (RHS) account.

ARTICLE 12 - HOLIDAYS

12.1 Twelve paid holiday days are recognized by the City as follows:

New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
Day after Christmas	December 26
Floating Holiday	Employee's Choice

12.2 Hours actually worked on New Year's Day, Thanksgiving Day and Christmas Day shall be paid at two times the employee's regular rate of pay. On all other recognized holidays, the employee shall be paid for any normal work days worked on such holidays, at one and one-half times the employee's regular rate of pay. Any hours worked on any holiday in excess of the normal work day shall be compensated at two and twenty five hundredths (2.25) times the regular rate of pay. On New Year's Day, Thanksgiving Day and Christmas Day any hours worked on any holiday in excess of the normal work day shall be compensated at three times the regular rate of pay. At the employee's option, he/she may receive straight time pay for the first eight hours worked on a recognized holiday and compensatory time at the rate of either two times the regular rate for hours actually worked on Thanksgiving, Christmas or New Year's Day, or one and one-half times the regular rate of pay for hours actually worked on other recognized holidays.

12.3 Another paid normal work day off shall be provided to the employee at the regular rate when the holiday falls on the employee's normal day off, or when the employee works on the holiday.

12.4 Employees shall not accumulate in excess of ten paid normal days off as the result of the operation of Section 12.3 unless scheduling requirements cause the City to request that the employee not schedule or use an accumulated holiday. Employees who accumulate more than ten paid normal work days off will schedule a holiday off as soon as possible in order to reduce the number of accumulated holidays to 10 or less, or use of the

excess holidays will be scheduled by the City.

- 12.5 Employees may use holiday benefits after completing six month's continuous employment.
- 12.6 Upon termination of employment with the City, the employee will be paid for all unused holiday benefits at the employee's current regular hourly rate. For purposes of payoff of unused holiday benefits upon termination of employment, each accrued normal work day of holiday benefits, whether it was accrued by any employee covered by this agreement, shall be equal to 8 hours pay.
- 12.7 Part-time employees shall receive and use holiday leave on a pro-rated basis.

ARTICLE 13 - VACATIONS

- 13.1 Accrual. Vacation benefits are accrued by all employees as follows:

<u>MONTHS OF CONTINUOUS SERVICE</u>	<u>HOURS ACCRUED PER MONTH</u>
1st month through 59th month	8 hours per month
60th month through 119th month	10 hours per month
120th month through 179th month	12 hours per month
180th month through 239th month	14 hours per month
240th month or more	16 hours per month

Vacations benefits are earned on a monthly basis. Benefits may be used in the month they are earned or during any subsequent month provided the employee has successfully completed six months employment. Vacation benefits may be used in four-hour increments.

- 13.2 Pay. Vacation pay shall be the amount the employee would have earned had the employee worked his/her normal work schedule on the scheduled vacation days. Each normal work day of vacation benefits earned and used by a full-time employee will be equal to 8.0 hours of vacation benefits. Each normal work day of vacation benefits earned and used by a part-time employee shall be equal to 4 hours of vacation benefits.
- 13.3 Maximum Accrual. Vacation benefits may be earned and accrued up to 240 hours. For purposes of calculating each employee's maximum accrual, each normal work day of vacation benefits whether it was accrued by any full-time employee covered by this agreement shall be equal to 8 hours, part-time employees shall be equal to 4 hours. No additional earnings or accruals shall be credited to an employee who has earned and accrued the maximum benefits unless there are circumstances beyond the employee's

control which precluded the employee from utilizing vacation benefits already accrued.

- 13.4 Scheduling. The Chief of Police or his/her designee will post a calendar before February 1 of each year in a conspicuous place that all employees will see for the purpose of allowing employees to request their preferred vacation times. The City retains the right to schedule vacations in such a way as will minimize interference with functions and workloads in particular sections. All vacations must have the approval of the Chief of Police or his/her designee. If two or more employees request identical or overlapping vacation dates, the more senior employee's request will be given preference. Employees who choose to split their vacation may exercise their seniority on preferred dates only once.

Employees may sign up for three weeks of vacation at a time and only one (1) person may be off at a time.

- 13.5 Cash Out of Holiday/Vacation Benefits. Employees who earn 12 or 15 normal work days of vacation per year, and who have accrued any vacation benefits in excess of 10 normal work days as of October 30 of each year, and are not scheduled to use such excess vacation benefits before the end of the City's fiscal year, may at such employee's option be paid for such excess accruals by separate check before December 10 of each year. Employees who earn 18 or 20 normal work days of vacation per year and have accrued any vacation benefits in excess of 15 normal work days as of October 30 of each year, and are not scheduled to use such excess vacation benefits before the close of the City's fiscal year, may at the employee's option be paid for such excess accruals by separate check before December 10 of each year. Such excess accruals shall be paid at the eligible employee's current hourly rates of pay in effect at the time of such cash out. For purposes of this section, each accrued normal work day of vacation benefits, whether it was accrued by any employee covered by this agreement, shall be equal to eight hours pay at the employee's current hourly rate of pay.

- 13.6 Cash Out Upon Termination. Upon termination of employment, regular employees shall be entitled to payment for all accrued but unused vacation benefits at their current hourly rate of pay up to a maximum of 240 hours, unless the amount over 240 hours was accrued while on disability leave. For purposes of this section, each accrued normal work day of vacation benefits, whether it was earned by any employee covered by this agreement, shall be equal to eight hours pay at the employee's current hourly rate of pay.

- 13.7 Part-time employees shall receive vacation leave on a pro-rated basis.

ARTICLE 14 - JURY DUTY AND WITNESS LEAVE

- 14.1 An employee serving on a jury will be excused from work and will be paid the amount the employee would have earned had the employee worked his/her normal work schedule. The employee will reimburse the City for any fees received for jury duty.
- 14.2 Any employee who, as a result of his/her department duties, is required to appear before a court shall be paid for such court appearances at the appropriate rate of pay. The employee will reimburse the City for any subpoena or witness fee received.
- 14.3 Any employee who is required to appear before a court, legislative committee or quasi-judicial body as a witness in response to a subpoena or other directive for other than department duties, shall be allowed to use any accrued holiday or vacation benefits or compensatory time to offset any loss of pay for such periods.

ARTICLE 15 - EMERGENCY LEAVE

- 15.1 When death, critical illness or injury occurs in the immediate family of an employee, and his/her attendance is necessary, he/she shall be allowed up to three (3) normal work days off duty with pay so long as the Chief of Police finds that the public peace, health, safety and welfare will not be seriously impaired as a result of the leave granted.
- 15.2 "Childbirth". At the time of delivery, five (5) days of emergency leave shall be granted for those employees who carry and deliver a child. On the day of delivery, one day of emergency leave shall be granted to an employee whose spouse gives birth.
- 15.3 "Immediate family" shall mean the spouse or children of the employee, the employee's mother and father, or the mother and father of the employee's spouse. However, under unusual circumstances, the Chief of Police may more broadly construe this term to apply to other persons living within the employee's household, others related to the employee by blood or marriage or to established foster relationships having attributes of familial ties.

ARTICLE 16 - PERSONNEL PROCEDURE/LAYOFF NOTICE

- 16.1 Employees having completed their probationary period, but having less than thirty (30) months in the Department, shall be entitled to fifteen (15) days' notice prior to being laid off due to a reduction in force.
- 16.2 Employees having thirty (30) months or more service in the department shall be entitled to thirty (30) days' notice prior to being laid off due to a

reduction in force.

ARTICLE 17 - GRIEVANCE PROCEDURE

17.1 Disputes regarding the interpretation of this Agreement shall be handled in the following manner:

Step 1: The employee or the Association shall formally submit grievances in writing to the Chief of Police (or designee) through the appropriate Supervisor. Such submissions shall state the factual basis for the grievance, the provision or provisions of the Agreement allegedly violated, and the remedy requested. Grievances which are not filed within sixty (60) calendar days from the date the employee knew or reasonably should have known of the alleged violation shall be deemed waived for all purposes. The Chief of Police (or designee) shall convene a Step 1 meeting within five (5) calendar days of receipt of grievance. Attendance at such meeting may include appropriate supervisors, Association representative, and/or the individual grievant. The Chief of Police (or designee) shall render a decision in writing to the Association within seven (7) calendar days after the conclusion of the Step 1 meeting.

Step 2: The decision of the Chief of Police (or designee) may be appealed in writing by the employee or the Association to the City Manager within five (5) calendar days of its receipt. The City Manager shall review the facts, convene any meeting involving the parties which he deems appropriate, and shall issue in writing the final position of the Employer within fifteen (15) days of receipt of the Step 2 appeal.

Step 3: Within thirty days of receipt of the Step II answer of the employer, the Association must give written notice of to the City Manager or Acting City Manager of its intent to arbitrate any remaining dispute or the grievance will be considered time barred. The arbitrator shall be mutually selected from a list requested from the Federal Mediation and Conciliation Service. Only grievances which involved an alleged violation by the Employer of a specific article or provision of the Agreement and which are presented to the Employer in writing during the term of this Agreement and which are processed in the manner and within the time limits herein provided shall be subject to arbitration.

17.2 The decision of the arbitrator shall be final and binding upon the parties.

Provided, however, no arbitrator shall have the authority to render a decision or award which modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement; further provided, rendition of a decision or award shall be in writing within thirty (30) calendar days of the close of the hearing (or submission date of written brief) and shall include a statement of the reasoning and grounds upon which such decision or award is based.

- 17.3 The cost of services of the arbitrator shall be shared equally by the parties. All other costs (such as attorney fees, witness time, transcripts, etc.) shall be born separately by the party incurring the expense. Time limits described herein may be extended by mutual agreement of the parties.

ARTICLE 18 - INSURANCE PROTECTION

- 18.1 The City shall protect employees of the bargaining unit against civil claims arising out of the employees' actions taken in the course of their employment. Employees are not insured for illegal acts or other acts outside department procedures. Insurance coverage presently provided by the City shall be continued for the duration of this Agreement; provided, however, that it is specifically recognized that the City's insurance coverage may be changed or cancelled by the insurer(s) without the City's consent and in the event of such a change or cancellation, the City will make a good faith attempt to obtain replacement coverage.

ARTICLE 19 - SAVINGS CLAUSE

- 19.1 Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall not be affected thereby, and the parties shall immediately enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement provision. In the event the City's Police Department is totally or partially exempted from the federal wage and hour laws, the parties shall immediately enter into collective bargaining negotiations for the purpose of renegotiating relevant provisions in this Agreement.

ARTICLE 20 - MANAGEMENT RIGHTS

- 20.1 Subject to the terms and limitations of this Agreement, the management of the Police Department is vested in the Employer.

ARTICLE 21 - SCOPE OF AGREEMENT

- 21.1 The parties agree that this Agreement is their complete Agreement and that

all Agreements between the parties are merged into this Agreement. No issues negotiated by this Agreement are subject to mandatory negotiations during the term of this Agreement, but they may be modified by mutual Agreement.

- 21.2 The term "employee" as used in this Agreement includes both male and female employees covered by this Agreement. In addition, wherever in this Agreement the masculine gender is used, it is intended it will apply to the female gender as well.

ARTICLE 22 - BILL OF RIGHTS

- 22.1 When any employee of the Department is under investigation for an act that could lead to punitive action, inducing dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer, for purpose of punishment, and because of such investigation he/she is being interrogated, such interrogation shall be conducted under the following terms and conditions:
- 22.1.1 All complaints made against any member of the bargaining unit must be submitted in written form by the person making the complaint.
- 22.1.2 The person under investigation shall be informed of the nature of the complaint and the person in charge of the investigation. The person under investigation shall be supplied with a copy of the written complaint filed against them, this copy shall show the complaining persons signature as well as all of the facts set down in the complaint. It is understood that from time to time we will receive anonymous citizen complaints. It is further understood that all complaints should be investigated. After an initial investigation, the person in charge deems that it is a valid complaint and more investigation is necessary, then the person in charge becomes the complainant.
- 22.1.3 All interrogations shall be at a reasonable hour, the length of time of the interrogation shall be reasonable, and the person being interrogated shall have the right to attend to his/her own personal physical necessities.
- 22.1.4 There shall be no threats, abusive language or promises made during the interrogation; however, the employee may be informed that if he/she is given immunity from criminal action that his/her refusal to truthfully answer questions concerning his/her official duties may be subject to dismissal or other punitive actions.
- 22.1.5 If the investigation may lead to criminal charges, the employee must be informed of his/her constitutional rights.

22.1.6 No employee shall be required to take a polygraph test and no adverse comment may be included in his/her personnel file or disciplinary hearing for his/her failure to take such polygraph test.

22.1.7 No locker or other space assigned to an employee under investigation shall be searched, without his/her presence or consent, except as a result of a search warrant.

ARTICLE 23 - MARINE PATROL HAZARD PAY

23.1 Double Time for Dive Team Missions. When the Marine Patrol Technician responds to an actual mission (call-out) with the City's Dive Team, such employee shall receive a rate of pay that is double his/her regular rate of pay.

ARTICLE 24 - SMOKING POLICY

24.1 Smoking is not permitted within the police building or in any of the Department vehicles. Exceptions may be granted only by the Police Chief. Violation of this smoking policy may result in disciplinary action, up to and including termination.

ARTICLE 25 - TERM OF AGREEMENT

25.1 This Agreement shall be effective January 1, 2018, and it shall remain in full force and effect until December 31, 2020.

DATED AND SIGNED THIS _____ day of _____, 2018.

City of Mercer Island

Mercer Island Police Association

Julie Underwood, City Manager

Scott Schroeder, Association President

Attest:

Allison Spietz, City Clerk

Approved as to Form:

Kari Sand, City Attorney

EXHIBIT A

Early Retirement Incentive Worksheet

Employee Name: _____ SSN: _____

___ Minimum 5 year of service with City

Early Retirement Incentive is computed as follows:

- \$100 for each year of service with the City
- \$100 for each month retiring early (maximum of 60 months)
- Up to 20% of salary savings

YEARS OF SERVICE

_____ Hire date
_____ Retirement date
_____ Years of service @ \$100 each

MONTHS

RETIRING EARLY

_____ Birthdate
_____ Months to age 65
_____ Months to reach 25 _____
_____ years service
_____ Months (use larger number, maximum 60)
_____ @ \$100 each _____

SALARY SAVINGS

_____ Current hourly rate, annualized @ 2088 hours _____
_____ New hourly rate, annualized @ 2088 hours _____
_____ Annual savings _____
_____ Monthly savings _____
_____ Deduct - months temporary help costs _____
_____ Total months (maximum of 12 months) times
_____ monthly savings x 20%

TOTAL

APPENDIX A

MERCER ISLAND RECORDS					
January 1, 2018 Pay Scale					
3.17% COLA Increase Over December 31, 2017					
PSO & Marine Patrol Tech pay equals 75% of Police Officer Pay					
STEP %	2018 HOURLY	O.T.	BI-WEEKLY	MONTHLY	ANNUAL
<i>Records Clerk</i>					
A	\$23.91	\$35.87	\$1,913	\$4,145	\$49,736
B (Month 7)	\$25.27	\$37.91	\$2,022	\$4,381	\$52,566
C (Month 19)	\$26.63	\$39.95	\$2,131	\$4,616	\$55,396
D (Month 31)	\$28.17	\$42.25	\$2,253	\$4,882	\$58,585
E (Month 43)	\$29.96	\$44.95	\$2,397	\$5,194	\$62,326
3% (5 Years)	\$30.86	\$46.30	\$2,469	\$5,350	\$64,196
4.5% (10 Years)	\$31.31	\$46.97	\$2,505	\$5,428	\$65,131
6% (15 Years)	\$31.76	\$47.64	\$2,541	\$5,505	\$66,066
8% (18 Years)	\$32.36	\$48.54	\$2,589	\$5,609	\$67,312
10% (21 Years)	\$32.96	\$49.44	\$2,637	\$5,713	\$68,559
12% (24 Years)	\$33.56	\$50.34	\$2,685	\$5,817	\$69,805
<i>Evidence Technician</i>					
	HOURLY	O.T.	BI-WEEKLY	MONTHLY	ANNUAL
A	\$26.25	\$39.38	\$2,100	\$4,550	\$54,604
B (Month 7)	\$27.57	\$41.35	\$2,205	\$4,778	\$57,338
C (Month 19)	\$28.87	\$43.30	\$2,310	\$5,004	\$60,048
D (Month 31)	\$30.17	\$45.26	\$2,414	\$5,230	\$62,758
E (Month 43)	\$31.49	\$47.23	\$2,519	\$5,458	\$65,492
3% (5 Years)	\$32.12	\$48.18	\$2,570	\$5,568	\$66,811
4.5% (10 Years)	\$32.59	\$48.89	\$2,607	\$5,649	\$67,794
6% (15 Years)	\$33.54	\$50.31	\$2,683	\$5,813	\$69,760
8% (18 Years)	\$34.01	\$51.02	\$2,721	\$5,895	\$70,744
10% (21 Years)	\$34.63	\$51.95	\$2,771	\$6,003	\$72,039
12% (24 Years)	\$35.27	\$52.90	\$2,821	\$6,113	\$73,357
<i>Police Support Officer & Marine Patrol Technician - 75% of Police Officer Pay</i>					
	HOURLY	O.T.	BI-WEEKLY	MONTHLY	ANNUAL
A	\$27.35	\$41.02	\$2,188	\$4,740	\$56,883
B (Month 7)	\$28.83	\$43.25	\$2,307	\$4,998	\$59,976
C (Month 19)	\$29.60	\$44.39	\$2,368	\$5,130	\$61,559
D (Month 31)	\$31.07	\$46.61	\$2,486	\$5,386	\$64,628
E (Month 43)	\$32.46	\$48.68	\$2,597	\$5,626	\$67,509
3% (5 Years)	\$33.43	\$50.15	\$2,674	\$5,795	\$69,535
4.5% (10 Years)	\$33.92	\$50.88	\$2,713	\$5,879	\$70,548
6% (15 Years)	\$34.40	\$51.61	\$2,752	\$5,963	\$71,561
8% (18 Years)	\$35.05	\$52.58	\$2,804	\$6,076	\$72,912
10% (21 Years)	\$35.70	\$53.55	\$2,856	\$6,189	\$74,262
12% (24 Years)	\$36.35	\$54.53	\$2,908	\$6,301	\$75,613

APPENDIX C

AGREEMENT FOR PROFESSIONAL SERVICES EXAMPLE

III. NON-DISCRIMINATION AND COMPLIANCE WITH LAWS

- A. Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.
- B. Consultant shall comply with and perform the Services in compliance with all federal, state and local laws and ordinances, as now existing or hereafter adopted or amended.
- C. Violation of this Paragraph III shall be a material breach of this Agreement and may result in ineligibility for further work for the City.

IV. TERM AND TERMINATION OF AGREEMENT

- A. This Agreement shall commence on the effective date of this Agreement and shall remain in effect until completion of the Services and final payment, but in any event, no later than (“Term”).
- B. This Agreement may be terminated immediately by the City with or without cause. The Consultant may terminate this Agreement upon thirty days written notice, in which event all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation at the rate set forth in Paragraph II for any satisfactory work completed prior to the date of termination.

V. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Consultant shall not be held liable for reuse of documents or modifications thereof by City or its representatives for any purpose other than the intent of this Agreement.

VI. GENERAL ADMINISTRATION AND MANAGEMENT

The _____ of the City of Mercer Island, or his/her designee, shall be City’s representative and shall oversee and approve all Services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

VII. HOLD HARMLESS

- A. Consultant shall protect, indemnify and save harmless the City, its officers, elected officials, agents, volunteers and employees from any and all costs, claims, judgments or awards of damages (including costs and all attorney fees), arising out of or in any way resulting from the negligent acts, errors or omissions of Consultant, its officers, employees and agents in

performing this Agreement. Consultant waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. Consultant's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs.

- B. City shall protect, defend, indemnify and save harmless Consultant, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the sole negligent acts or omissions of City, its officers, employees or agents in performing this Agreement. City waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. City's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs.

The provisions of this Section shall survive the expiration or termination of this Agreement.

VIII. INSURANCE

- A. Consultant agrees to carry as a minimum, the following insurance, in such form and with such carriers who have a current A.M. Best rating of not less than A:VII or other industry rating which is satisfactory to the City:
- (1) Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington;
 - (2) Commercial general liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 - (3) Automobile liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage, with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - (4) Professional liability insurance appropriate to the Consultant's profession with limits of no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- B. The insurance policies for Commercial General Liability and Automobile Liability shall contain the following endorsements or provisions:

- (1) The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- (2) The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including without limitation the additional insured endorsement evidencing the insurance requirement of the Consultant before commencement of the Services. Consultant's failure to maintain such insurance policies as required shall constitute a material breach of this Agreement, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

IX. SUBLETTING OR ASSIGNING CONTRACT

Neither City nor Consultant shall assign, transfer, or encumber any rights, duties or interests accruing from this Agreement without the express prior written consent of the other party.

X. FUTURE SUPPORT

City makes no commitment and assumes no obligations for the support of Consultant's activities except as set forth in this Agreement.

XI. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an Independent Contractor and the City shall be neither liable nor obligated to pay Consultant sick leave, vacation pay, or any other benefit of employment nor to pay any social security or other tax which may arise as an incident of employment. The Consultant shall pay all income and other taxes as due.

XII. NON-APPLICATION OF FUNDS

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts after the end of the current fiscal periods, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

XIII. GENERAL PROVISIONS

This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of the Agreement may be amended or modified except

by written agreement signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorney fees, costs and expenses. The venue for any dispute related to this Agreement shall be King County, Washington. Failure of the City to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. In the event of a conflict between Exhibit A, Scope of Services, and this Agreement, this Agreement shall be controlling. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 20____.

CONSULTANT:

CITY:

CITY OF MERCER ISLAND

By: _____

By: _____

Jessi Bon, Interim City Manager

Name:

Title:

9611 SE 36th Street

Mercer Island, WA 98040

Tax ID No. _____

Staff name _____

Address:

Staff phone # _____

Approved as to form:

Phone:

By: _____

Bio Park, Interim City Attorney