

AGREEMENT

by and between

CITY OF ISSAQUAH, WASHINGTON

and

ISSAQUAH POLICE OFFICERS' ASSOCIATION
(REPRESENTING THE LAW ENFORCEMENT OFFICERS)

January 2, 2011 through December 31, 2011

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A G R E E M E N T
by and between
CITY OF ISSAQUAH, WASHINGTON
And
ISSAQUAH POLICE OFFICERS' ASSOCIATION
(Representing the Law Enforcement Officers)
January 2, 2011 through December 31, 2011

THIS AGREEMENT is by and between the CITY OF ISSAQUAH, WASHINGTON, hereinafter referred to as the Employer, and THE ISSAQUAH POLICE OFFICERS ASSOCIATION.

ARTICLE 1: DEFINITIONS

1.1 As used herein, the following terms shall be defined as follows:

1.1.1 "Employer" shall mean the City of Issaquah, Washington.

1.1.2 "Association" shall mean the Issaquah Police Officers Association.

1.1.3 "Bargaining Unit" shall mean all commissioned Law Enforcement Officers employed by the Employer within the Issaquah Police Department, excluding supervisors, confidential employees as defined by Public Employment Relations Commission, e.g. the secretary to the Police Chief, sergeants and all other employees. Per Certification in PERC Case No. 16794-E-02-2774.

1.1.4 "Employee" shall mean an individual employed in the bargaining unit covered by this Agreement. (e.g. police officer or corporal)

1.1.5 "Regular part-time employees" shall receive pro-rated portions of fringe benefits, except Health and Welfare provisions, which shall be equal to full time employee benefits.

1.1.6 "Probation" shall mean the twelve (12) month trial service period commencing with an employee's date of hire, excluding time spent at the WSCJST. During this period such employees shall be evaluated by the Employer and may be terminated at the discretion of the Employer without recourse to the grievance procedure.

ARTICLE 2: RECOGNITION, ASSOCIATION MEMBERSHIP AND PAYROLL DEDUCTION

2.1 Recognition - The Employer recognizes the Association as the exclusive bargaining representative for all employees in the bargaining unit.

2.2 Association Membership - All employees who are, or who hereafter become members in good standing in the Association on or after the effective date of this Agreement, shall, as a condition of employment, maintain their membership in good standing in the Association as a condition of continued employment or pay a service fee therefore. All employees who are not now members in the Association and/or all new employees hereinafter employed shall, within thirty-one (31)

days from their first date of hire as a regular full-time law enforcement officer or within thirty-one (31) days from the effective date of this Agreement, whichever is later, become and remain members in good standing in the Association as a condition of continued employment or pay a service fee to the Association not exceeding the amount of regular Association dues and initiation fees and not exceeding the maximum agency fee that may be assessed as a matter of law.

2.2.1 Employees who are determined by the PERC to have bona fide religious objections to joining a labor organization shall, as a condition of employment, contribute an amount of regular Association monthly dues and initiation fees to a non-religious/non-political charitable organization recognized as such by the Internal Revenue Service, not to exceed the maximum agency fee that may be assessed as a matter of law. Payment of the same shall be made by payroll deduction.

2.3 Payroll Deduction - The Employer shall deduct from the pay of all employees covered by this Agreement, the dues and fees of the Association and shall remit to said Association all such deductions monthly. Where laws require written authorization by the employee, the same shall be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

2.4 Association Officials Time-Off - A Association Official who is an employee in the bargaining unit (no more than (1) Steward and/or no more than three (3) of the Association's Negotiating Committee) shall be granted time-off while conducting business vital to the employees in the bargaining unit; provided however, such activities do not in any way interfere with the normal routine functions of the Department. No added cost to the Employer shall result in the exercise of this Section.

2.5 Bulletin Boards - The Employer shall provide suitable space for an Association Bulletin Board on its premises which is frequented by all employees within the bargaining unit. The Employer shall not remove any postings or materials pertaining to Association Business from the Association Bulletin Board, as long as such postings or materials are approved and initialed by an Association Officer.

ARTICLE 3: NON-DISCRIMINATION

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

ARTICLE 4: HOURS OF WORK

4.1 Staffing - Minimum staffing shall be three (3) employees per shift. The minimum staffing requirement may include a Sergeant, Corporal and/or Acting Corporal to fill the minimum staffing requirement. In an atypical circumstance the supervisor may allow the staffing level to go to two (2) employees between 4 a.m. and 6 a.m. This would be a judgment decision after

carefully considering the call load, potential for enforcement issues, weather etc. The employer reserves the right to suspend this practice and require a minimum of three (3) employees at all times. Squads without a Sergeant or Corporal shall have an Acting Corporal appointed by the employer to fill the Corporal position when the Sergeant and Corporal are not working or not available to respond. Acting Corporals will receive an additional 5% for all hours worked when assigned to this supervisor position. However the intent is that the Sergeant and Corporal will make every effort to not be off at the same time. The City will make every effort not to assign a duty to either the Sergeant or Corporal that would have them off at the same time.

- 4.2 Hours of Work - The workday for Patrol employees shall consist of twelve (12) consecutive hours. Shift schedules shall provide for four (4) consecutive days on duty followed by four (4) consecutive days off duty. The twelve (12) hour shift schedule shall be based on a 2184 hour work year. Each employee assigned to the twelve (12) hour shift shall receive compensation equivalent of nine (9) twelve (12) hour Kelly days per calendar year, to be prorated on a semi-monthly basis. The compensation shall be paid in the form of money as opposed to paid time off, up to a maximum 108 hours in a work year. Under the 7k exemption the regularly scheduled work period for Patrol employees shall constitute one hundred forty-seven (147) hours in each twenty-four (24) day cycle. The 24 day cycle begins the first day the employee is assigned to a 12 hour shift.
- 4.2.1 During the spring daylight savings time change Patrol employees working a 12 hour shift will have the choice to either start their shift one hour early or use one (1) hour of leave. During the fall daylight time change Patrol employees working a 12 hour shift shall earn one (1) hour of comp time or one hour of overtime pay.
- 4.2.2 The twelve (12) hour shift schedule may be terminated by the Employer by notifying the Association in writing, thirty (30) days prior to December 01, of each calendar year.
- 4.3 The normal workday for all other employees covered by this Agreement shall be either five (5) consecutive days of eight (8) consecutive hours with two (2) consecutive days off, or four (4) consecutive days of ten (10) consecutive hours with three (3) consecutive days off in a seven (7) day work period, or four (4) consecutive days of ten (10) consecutive hours with two (2) consecutive days off followed by four (4) consecutive days of ten (10) consecutive hours with four (4) consecutive days off in a fourteen (14) day period, or similar, alternate schedule by mutual agreement. Under the 7k exemption the regularly scheduled work period for employees on eight (8) or ten (10) hour shifts shall be one hundred seventy-one (171) hours in twenty-eight (28) days.
- 4.4 At the employer's option, the employer may implement a power shift of one (1) or two (2) employee(s) with the start time of the power shift beginning at noon or plus or minus one hour of noon. At the time when the employer implements the shift the start time of the power shift shall be set and the power shift shall be a regular shift. The power shift will be a twelve (12) hour shift.
- 4.5 Meal and Rest Periods - Employees working eight (8) or ten (10) hour days shall receive a thirty (30) minute meal break and two (2) fifteen (15) minute rest periods taken at the employee's

discretion, subject to supervisor's restrictions, which shall normally be taken one (1) within each half (½) shift. Employees may at times be required to respond to emergency situations during meal and/or rest periods.

4.5.1 Twelve (12) hour shift personnel shall receive a forty-five (45) minute meal break and two (2) twenty (20) minute rest periods taken at the employee's discretion, subject to supervisor's restrictions, which shall normally be taken one (1) within each half (½) shift.

ARTICLE 5: OVERTIME AND COMPENSATORY TIME

5.1 Overtime - All work which has been specifically authorized by supervisory or command personnel performed in excess of the employee's regularly scheduled shift shall constitute overtime and shall be compensated at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay.

5.1.1 The parties have adopted the Section 7(K) exemption under the Fair Labor Standards Act, 29 USC 207(K) for all employees in the bargaining unit. The selected work periods for the 7(k) exemption are set forth in Article 4.

5.2 Overtime shall be paid for in increments of fifteen (15) minutes with the major portion of fifteen (15) minutes being paid as fifteen (15) minutes.

5.3 The Employer shall not reschedule regular shifts, particularly to avoid paying overtime, unless sufficient notice of not less than seven (7) days prior to the proposed effective change date is posted, except for emergency conditions. Emergency situations shall be defined as situations in which the Employer is unable to fulfill present scheduling commitments and basic law enforcement responsibilities without interrupting the present regular schedule.

Emergency conditions shall not normally include holidays, vacations, court appearances, training sessions, school classes or functions, and/or any other special events that could otherwise be foreseen and scheduled seven (7) days in advance.

5.3.1 At shift changes, one (1) or two (2) employees per squad may be required to respond as an "overlap" reporting to work up to one (1) hour earlier or one (1) hour later than the established shift schedule, no overtime shall be provided under those circumstances.

5.3.2 Employees attending college shall work out their schedules subject to Employer approval. Overtime shall not be paid for a schedule adjustment.

5.4 Squad changes requested by the employee shall be accomplished without requiring overtime pay.

5.5 Compensatory Time - Compensatory time-off may be accrued in lieu of overtime pay at the option of the employee. Compensatory time-off shall be taken at a time identified by mutual agreement by the employee and the Employer. Employees may maintain a balance up to one

hundred twenty (120) hours. Sick leave, holidays, and vacation time shall be considered as time worked and shall be compensated accordingly.

5.5.1 Work performed for third parties at outside billing overtime rates shall be paid and shall not be subject to accrual as compensatory time off.

ARTICLE 6: CALLBACK, COURT TIME AND STANDBY PAY

- 6.1 Callback - An employee who is called back to work after the employee's normal shift has been completed and the employee has left the premises, shall receive callback pay of a minimum of three (3) hours at the overtime rate of pay. However, an employee who is required to report to work prior to the employee's normal shift and continues on into the employee's regular shift, shall be compensated for such pre-shift hours at one and one-half (1-1/2) the employee's regular straight-time hourly rate of pay.
- 6.2 Court Appearances - Required off-duty appearances in any court or at any hearing shall be compensated for at the overtime rate of pay, with a minimum of four (4) hours at one and one-half (1-1/2) times the employee's straight-time hourly rate of pay. Required standby for possible appearances shall be compensated for as provided in Section 6.3 Standby.
- 6.2.1 Employees shall be responsible to call the dispatcher after 6 p.m. the last court business day prior to a required court appearance to determine whether they will need to appear in court the following day. Employees who are not given notice at that time that they will not be needed at Court will receive a four (4) hour minimum at the one and one-half rate.
- 6.2.2 Article 6.2 is not intended to apply to subpoenas for actions taken off duty not related to their employment.
- 6.3 Standby - An employee required to remain at a known location and be immediately available shall receive a minimum of two (2) hours at the employee's straight-time hourly rate of pay. Any time spent on standby status which exceeds the minimum two (2) hours shall also be compensated for at the straight-time hourly rate of pay. Standby time exceeding the two (2) hour minimum shall be paid in increments of fifteen minutes with the major portion of fifteen minutes being paid as fifteen minutes. This section shall not apply to basic compliance with Section 6.3.1
- 6.3.1 "Special Operations Team" - An employee assigned to the Special Operations Team shall be compensated pursuant to Appendix A.6. Such employee may be required to carry a communications device so that the employee remains available to respond within 60 minutes to incidents for which the Special Operations Team is trained and equipped.
- 6.4 Employees who are off duty and contacted by telephone by their supervision or employee with their supervisor's approval for a work-related matter may be compensated in 15-minute increments at the overtime rate of pay, with the better part of 15 minutes paid as 15 minutes.

6.5 The "regular rate" will apply to all overtime hours. The "regular rate" is defined to include the employee's straight-time hourly rate of pay and premium pays pursuant to Appendix "A" (Base Wages, Specialty Incentive Pay) and Article A.5 (Master Employee Pay).

ARTICLE 7: NON-PYRAMIDING

- 7.1 Neither paid leaves or premium pay shall be duplicated or pyramided except as may be required by the Fair Labor Standards Act.
- 7.2 In no event shall premium pay be based on other than the employee's regular straight-time hourly rate of pay.
- 7.3 Premium pay and Kelly-time shall be paid monthly. Master Employee Pay shall be paid annually pursuant to Section A.5 and Education Pay shall be paid annually pursuant to Section 14.1.

ARTICLE 8: WAGES

8.1 Employees covered by this Agreement shall receive the monthly rates of pay as set forth in Appendix "A" to this Agreement which by this reference shall be incorporated herein as if set forth in full.

ARTICLE 9: HOLIDAYS

9.1 Employees shall receive eight (8) hours off with pay for each of the following recognized holidays plus an eight (8) hour floating holiday in lieu of time-off on the specific holiday(s). Holiday schedules shall be determined by the Employer.

New Year's Day	Labor Day
Martin Luther King, Jr.'s Birthday	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
One (1) "Floating Holiday" designated by the employee	

9.1.1 Any work performed on Independence Day, Thanksgiving Day and Christmas Day by eight (8) ten (10) or twelve (12) hour personnel shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay.

9.1.2 Employees working an eight (8), ten (10) or twelve (12) hour shifts shall receive a total of eighty-eight "banked" holiday hours to be used during the year. Employees shall receive forty-eight (48) hours of their holiday bank time on December 16th and the additional forty (40) hours on July 1st. An employee hired between December 16th and June 30th

will receive the number of holiday bank hours based on the number of recognized holidays in article 9.1 from their date of hire to June 30th. An employee hired between July 1st and December 15th will receive the number of holiday bank hours based on the number of recognized holidays in article 9.1 from their date of hire to December 15th. Any balances as of December 15th will not be allowed to be carried forward into the next year and will be cashed out.

- 9.1.3 If an employee leaves employment before June 30th, they will be cashed out for the appropriate number of recognized holiday hours from December 16th through June 30th. If they have used more than the holiday hours from their bank than the number of recognized holidays that have occurred between December 16th and their termination date, the hours will be reconciled and deducted from their final pay check. The same criteria will be used for the additional forty (40) holiday hours received on July 1st.
- 9.1.4 Any holiday hours previously used or paid prior to the ratification of this contract will be reconciled to the eighty eight hours referenced in Article 9.
- 9.1.5 Employees working an eight (8) or ten (10) hour shift who are scheduled to work on the actual day of New Year's Day, 4th of July, Thanksgiving Day or Christmas Day shall take that day off from work unless they are required to work by the employer.
- 9.1.6 An employee upon request may receive subject to approval by the Department Director eight (8) hours pay at his regular straight-time hourly rate of pay in lieu of each paid holiday off as set forth in Section 9.1 for which the employee elects to receive pay.
- 9.1.7 The Employer shall have the option of choosing to pay twelve (12) hour shift employees for their accrued holidays as opposed to giving the time off.

ARTICLE 10: VACATIONS

10.1 Employees shall receive vacations with pay in accordance with the following schedule:

<u>Upon Completion Of</u>	<u>Hours Per Month</u>	<u>Hours Per Year</u>
0 through 2 years	7.66	92
3 through 4 years	8.33	100
5 through 9 years	10.33	124
10 through 14 years	13.00	156
15 through 19 years	14.33	172
20 through 24 years	15.66	188
25 years or more	16.33	196

10.2 In the event schedule conflicts occur, the employee with the earliest seniority date shall be given preference in the selection of vacation time, subject to the needs of the Department. Vacation requests shall be made by March 1st for proper scheduling to avoid unnecessary conflicts and hardships within the Department.

10.3 The final determination regarding the scheduling of vacation time off shall be subject to the sole discretion and approval of the Police Chief.

ARTICLE 11: SICK LEAVE, MODIFIED DUTY AND FAMILY LEAVE

11.1 Sick Leave - Employees shall accumulate sick leave with pay at the rate of eight (8) hours per month of service; provided however, no employee shall be accredited with an accumulation greater than nine hundred sixty (960) hours.

11.1.1 A LEOFF II employee accredited with a sick leave accumulation greater than nine hundred sixty (960) hours shall receive eight (8) hours vacation in addition to that set forth within Article 10 for each sixteen (16) hours sick leave accumulated in excess of nine hundred sixty (960) hours.

11.1.2 An employee who uses sixteen (16) hours sick leave or less in the previous full calendar year shall receive eight (8) hours vacation in addition to that set forth within Article 10.

11.2 Sick leave shall not be charged against an employee on a regularly scheduled day off.

11.3 Employees shall receive sick leave with pay for the following reasons:

- Personal illness or physical disability.
- Quarantine of an employee by a physician for a non-occupation related disability.
- Bonafide doctor and dental appointments.
- In the event of a death in the employee's "immediate family", the employee may be granted leave of absence not to exceed seven (7) calendar days. The term "immediate family" shall be defined as spouse and children or step-children of the employee and/or mother, father, sister, brother, mother-in-law, father-in-law, domestic partner or grandparents.
- When an employee participates in a funeral ceremony, the employee may be granted a reasonable time-off to perform such duty.
- Illness or injury of a dependent child under the age of eighteen (18) years.
- Family leave as may be required by Federal or State Law.

11.4 Modified Duty - During periods when an employee is off for non-duty or duty-related leave due to illness or injury, modified duty assignments may be made by the Chief or his designee, under the following conditions:

- (1) The modified duty assignment is made available by the Employer.
- (2) The modified duty assignment is appropriate given the illness or injury of the employee.

- (3) The modified work assignment is determined by mutual agreement between the Chief, or his designee, and the employee after approval by the treating physician. Such approval shall not be unreasonably withheld.
- (4) The maximum work week for light duty shall be forty (40) hours scheduled as either eight (8) or ten (10) hour work days by management.
- (5) The schedule shall allow for rehabilitation by the employee using appropriate leave during the work day if necessary.

11.5 Family Leave - Notwithstanding any provision to the contrary that may be contained elsewhere in this Agreement, employees who have been employed by the Employer for at least one thousand two hundred fifty (1250) hours (an average of twenty-four (24) hours per week) during the previous fifty-two (52) consecutive weeks shall be eligible for up to twelve (12) weeks family leave without pay during any twelve (12) month period for any of the following reasons: (1) the birth or placement of a child or adoption or foster care; or (2) a serious health condition of an employee or an employee' spouse, child, or parent. The City of Issaquah will comply with State and Federal FMLA leave laws. To the extent available, an employee shall use accrued paid leave (e.g. sick leave, vacation) during family leave to assure that the total scheduled leave of all kinds shall not exceed twelve (12) weeks in a period of fifty-two (52) consecutive weeks, except that an employee may reserve eighty (80) hours of accrued paid leave benefits during a family leave absence. During a family leave period, the Employer shall continue the employee's health insurance benefits on the same basis as active employees. The Employer may recapture any premiums paid if the employee fails to return for reason other than the serious health conditions of the employee or immediate family member.

ARTICLE 12: HEALTH AND WELFARE INSURANCE BENEFITS

12.1 Medical and Dental - The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee coverage and eighty percent (80%) of the premium necessary for purchase of dependent coverage for the following insurance plans:

AWC HealthFirst (zero annual deductible) (offered through the Association of Washington Cities (AWC) Benefit Trust)

Association of Washington Cities Dental Plan F or Willamette Dental (\$10 co-pay plan) (offered through the Association of Washington Cities (AWC) Benefit Trust) as selected by the employee

12.1.1 The Employer shall provide one thousand five hundred dollars (\$1500.00) for the bargaining unit each calendar year for use by employees to help offset the cost of orthodontic care. A three (3) person committee from the bargaining unit shall be responsible for distributing the funds. Costs not reimbursed to any employee during one (1) calendar year may be reimbursed in subsequent calendar years. It is understood and agreed by the Employer and the Association that the letter of understanding dated June 16, 1998, regarding the allocation of orthodontia benefits is hereby rescinded and made void.

12.1.2 The Employer retains the right to re-open the issue of medical insurance coverage levels in the event of unforeseen changes necessitated by Health Care Reform legislation at the State or Federal Level.

12.1.3 Health Reimbursement Account (HRA) – Regular, full-time employees shall be eligible for \$500 per calendar year (pro-rated for new hires) after being employed for 90 days, for documented, IRS approved expenses incurred for eye examinations, purchase of corrective lenses, and/or expenses related to hearing loss and orthodontia or other non-covered medical or dental expenses. Costs not reimbursed to any employee during one calendar year may be reimbursed in subsequent calendar years. Any funds not utilized in the prior two calendar years may be carried forward into the current calendar year. The funds carried forward cannot exceed the contributions for the prior two years.

12.2 Vision – This insurance benefit has been subsumed in Section 12.1.3.

12.3 Life Insurance - The Employer shall continue to pay each month on behalf of each employee those premiums necessary for the purchase of a fifty thousand dollar (\$50,000.00) Group Basic Term Life Insurance Plan naming a beneficiary selected by an employee.

12.4 Disability Insurance - The Employer shall, upon request by the Association, deduct from each employee's regular paycheck those premiums necessary to purchase and maintain a Group Disability Insurance Plan selected by the Association.

12.5 Deferred Compensation - Employees in the bargaining unit who are enrolled in the deferred compensation plan shall become eligible to receive contributions from the Employer toward the ICMA Deferred Compensation Plan. Participating employees are responsible for following the procedural requirements as dictated by the ICMA Deferred Compensation Plan.

12.5.1 The Employer's contributions are a two (2) to one (1) match-up to one hundred dollars (\$100.00) maximum for an employee contribution of two hundred dollars (\$200.00). The Employer shall match one dollar (\$1.00) for each two dollars (\$2.00) an employee contributes up to a maximum of one hundred dollars (\$100.00).

12.5.2 In addition to the matching contributions set forth in Section 12.5.1, the Employer shall also contribute on behalf of each employee one point five-four percent (1.54%) of the employee's monthly salary into the Deferred Compensation Plan. The contribution by the Employer is not contingent on the employee matching the contribution. This contribution is recognized as being in response to the reduction in the Employer's contributions into the Law Enforcement Officers' and Firefighters' Retirement System (Plan 2); therefore, if at some time in the future the State increases the Employer's contributions on behalf of employees into the Law Enforcement Officers' and Firefighters' Retirement System (Plan 2), the Employer's non-matching contributions into the Deferred Compensation Plan shall be reduced by a like amount on a percentage basis. For example, if at some time in the future the State increases the Employer's contributions on behalf of employees into the Law Enforcement Officers' and Firefighters' Retirement System (Plan 2) by one

percent (1%), the Employer's non-matching contributions into the Deferred Compensation Plan shall be reduced by one percent (1%).

ARTICLE 13: UNIFORM/CLOTHING/EQUIPMENT AND SUPPLIES

- 13.1 Uniforms and equipment required by the Employer shall be furnished by the Employer.
- 13.2 Clothing damaged in the line of duty shall be replaced or paid for by the Employer.
- 13.3 All uniforms and equipment furnished by the Employer shall remain the property of the Employer.
- 13.4 A maximum of one (1) Class A uniform per month shall be cleaned at the expense of the Employer at a vendor chosen by the Employer. Prior approval shall be required for anything in excess of one (1) uniform per month. Uniforms exposed to hazardous materials will also be cleaned at the expense of the employer.
- 13.5 The Employer may make available coffee and normally related supplies; this provision shall not be subject to the grievance procedure.

ARTICLE 14: EDUCATIONAL INCENTIVE

- 14.1 Employees who attend an approved training course while off duty shall be eligible to receive Education Incentive Merit Pay equal to one half percent (½%) of the employee's annual rate of pay which shall be paid by the end of the pay period for January 31st of the following calendar year for each eight (8) hours of successfully completed course training; provided however, in no event shall any employee receive Education Incentive Pay in excess of two percent (2%) of the employee's regular annual rate of pay. Education Incentive Merit Pay shall be approved by the Department Director and City Administrator, subject to final approval by the Mayor, which shall not be subject to the Grievance Procedure.

ARTICLE 15: MANAGEMENT RIGHTS

- 15.1 The Association recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with the responsibilities and powers of authority.
- 15.2 The Employer has the right to schedule overtime work as required in a manner most advantageous to the department and consistent with requirements of Municipal employment and public safety.
- 15.3 Every incidental duty connected with operations enumerated in job description is not always specifically described.

- 15.4 The Employer reserves the right to lay off personnel for lack of work or funds; or for the occurrence of conditions beyond the control of the department; or when such continuation of work would be wasteful and unproductive. The Employer shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed in accordance with Article 4 of this Agreement.
- 15.5 No policies or procedures covered by this Agreement shall be construed as reducing or abridging any of the following Employer authority:
- To evaluate employee performance;
 - To determine employee classification;
 - To subcontract (but not including the assignment of traditional bargaining unit work to employees outside the Police Department) and purchase equipment;
 - To recruit, assign, transfer, or recommend promotion of employees to positions within the department;
 - To take disciplinary action against employees for just cause;
 - To relieve employees from duties because of lack of work, lack of funds;
 - To determine methods, means, and personnel necessary for departmental operations;
 - To control the departmental budget;
 - To take whatever actions may be necessary in emergencies in order to assure the proper functioning of the department.
- 15.6 Any and all rights concerned with the management and operation of the department are exclusively that of the Employer unless otherwise provided by the terms of this Agreement.

ARTICLE 16: MISCELLANEOUS

- 16.1 Maintenance of Standards - The Employer and Association agree that any and all wages, hours and other terms and conditions of employment shall be maintained at not less than the highest standards as contained within any written department policies, rules or procedures, City ordinances or resolutions which are in effect at the time of the signing of this Agreement.
- 16.2 Police employees may be used to replace Communications Specialists in their absence during meals, rest periods, emergency situations and/or administrative needs.

ARTICLE 17: POLICE OFFICER'S BILL OF RIGHTS

- 17.1 Police Officer's Bill of Rights - All employees within the bargaining unit shall be entitled to the protection of what shall hereafter be termed as the "Police Officer's Bill of Rights" which shall be added to the present Rules and Regulations of the Issaquah Police Department. The wide ranging powers and duties given to the department and its members involve them in all manner of contacts and relationships with the public. Of these contacts come many questions concerning the actions of members of the force. These questions often require immediate investigations by superior officers designated by the Chief of the Issaquah Police Department. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and

discipline and in keeping with the provisions of the Civil Service Commission the following guidelines are promulgated:

- 17.1.1 The employee shall be informed in writing if he so desires of the nature of the investigation and whether he is a witness or a suspect before any interview commences, including the name, address and other information necessary to reasonably apprise him of the allegations of such complaint. Moreover, suspect employees shall be advised of their right to request Union representation during the interview.
- 17.1.2 Any interview of an employee shall be at a reasonable hour, preferably when the employee is on duty unless the exigencies of the investigations dictate otherwise. When practicable, interview shall be scheduled for the daytime.
- 17.1.3 The interview (which shall not violate the employee's constitutional rights) shall take place at the Issaquah Police Station facility, except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately with an attorney of his own choosing and at his own expense, and/or a representative of the Association may be present during the interview.
- 17.1.4 The questioning shall not be overly long and the employee shall be entitled to reasonable intermissions as he shall request for personal necessities, meals, telephone calls and rest periods.
- 17.1.5 The employee shall not be subjected to any offensive language, nor shall he be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain his resignation, nor shall be intimidated in any other manner. No promises nor rewards shall be made as an inducement to answer questions.
- 17.1.6 No employee or officer covered by this Agreement shall be required to take or be subjected to any lie detector or similar tests as a condition of continued employment.

ARTICLE 18: WARNING LETTER

- 18.1 The Employer shall not discharge, nor suspend an employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning letter of the complaint against such employee (excepting probationary employees) to the employee in writing and a copy of the same to the Association, except that no warning letter need be given to an employee before he is discharged or suspended if the cause of such discharge or suspension is for theft, gross insubordination, drunkenness on duty, sale or possession of illegal drugs and/or issues of parallel magnitude. The warning letter as herein provided shall not remain in effect for a period of more than twelve (12) months from the date of said warning letter. Warning letters to be considered as valid must be issued within ten (10) days after the Internal Investigation or administrative review (Collision Review Board, etc.) of the incident is completed. The Employer will make every effort to complete the Internal Investigation or administrative review in a timely manner.

ARTICLE 19: GRIEVANCE PROCEDURE

- 19.1 Any grievance which may arise over the application, meaning or interpretation of this Agreement, shall be settled in the following manner except that in cases of suspension, demotion, or termination the appeal will begin at Step 2 and shall follow the Employer's established chain of command, unless the specified command level does not have the authority to resolve the grievance:
- 19.1.1 Prior to the filing of a grievance the employee may attempt to resolve the issue through informal discussions with the employee's immediate Supervisor. These informal discussions and any potential resolution by the Supervisor should be concluded within eight (8) calendar days of the occurrence of such grievance.
- 19.1.2 STEP 1 - A grievance shall be presented to the employee's immediate Supervisor in writing by the aggrieved employee with a copy to the Chief of Police and/or the Association, within thirty (30) calendar days of the occurrence of such grievance. The immediate Supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify the employee/Association in writing within fourteen (14) calendar days.
- 19.1.3 STEP 2 - If the employee is not satisfied with the solution by the immediate Supervisor, the employee and/or the Association shall present the grievance, in writing with particulars (Articles alleged violated, pertinent facts and remedy sought) to the Police Chief within fourteen (14) calendar days, after which the Police Chief shall attempt to resolve the matter and notify the employee/Association in writing within fourteen (14) calendar days.
- 19.1.4 STEP 3 - If the grievance is not resolved by the Police Chief, the employee and/or Association shall present the grievance, in writing, within fourteen (14) calendar days to the City Administrator, after which the City Administrator shall attempt to resolve the matter and notify the employee/Association in writing within fourteen (14) calendar days.
- 19.1.5 STEP 4 - If the grievance is not resolved by the City Administrator, the Association may refer the grievance within fourteen (14) calendar days to arbitration by written notice to the Chief of Police. After receipt of the referral to arbitration, the parties will attempt to agree on an arbitrator. If the Association and the Employer are unable to agree upon an arbitrator, they shall jointly request that the American Arbitration Association or Federal Mediation and Conciliation Service provide a list of arbitrators from which the parties shall select one. The representatives of the Employer and the Association shall alternately eliminate the name of one (1) person on the list until one (1) name remains who shall hear and rule upon the dispute. It shall be the function of the arbitrator to hold a hearing at which time the parties may submit their cases concerning the grievance. The arbitrator shall render his decision based upon the interpretation and application of the provisions of the Agreement within thirty (30) calendar days after such hearing. The decision of the arbitrator shall be binding on the Employer, the Association and the employee(s) involved.

19.1.5.1 The cost for the services of the arbitrator shall be shared equally by both parties. Both parties agree to apply the decision of the arbitrator to all substantially similar situations arising thereafter and to eliminate the filing of grievances where possible by the application of precedent. Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements, or to change any of the present provisions of this Agreement.

Each party shall be responsible for the costs of presenting its own case to the arbitrator, including witness and attorney's fees.

19.1.5.2 The parties agree that Section 19.1.5.1 will not apply (to either the grievance or the appeal) if the decision of the arbitrator is appealed to the courts by the City.

19.1.6 It is the intent of the parties that any alleged grievance shall be advanced from one step to the next as soon as is reasonably possible in order to achieve an expeditious resolution to the disputed issue; provided however, once a grievance has been initiated pursuant to Section 19.1.2 any failure to meet the specific time limits contained within this Article shall not waive the rights of either party to pursue a final remedy to the disputed issue as is provided herein.

19.1.7 An appeal on any matter under the jurisdiction of the Civil Service Commission and the grievance procedure of the contract may be filed simultaneously but may not be processed through both. In the event the City receives simultaneous appeals of the same action through an appeal to the Public Safety Civil Service Commission and through the grievance procedure, the City shall provide notice of the simultaneous appeals to the Association. If both appeals are still pending after sixty (60) days from the receipt of such notice by the Association, the appeal through the grievance procedure shall be deemed withdrawn.

19.1.8 The City and the Association may agree to bypass steps set forth here or agree to extend timeframes. Such agreements shall be in writing.

ARTICLE 20: PERFORMANCE OF DUTY

20.1 The Association and the Employer recognized that the public interest requires the efficient and uninterrupted performance of emergency service. To this end, the Association and the Employer pledge their best efforts to avoid or eliminate any conduct contrary to this objective.

20.2 During the life of this Agreement the Association shall not cause, encourage or participate in any strike including strike picketing, slowdown, walkout, or work stoppage. Nothing contained within this Agreement shall be construed to prohibit political activity of individual members, or the Association, as prescribed in RCW 41.065.250.

20.3 Notwithstanding anything else to the contrary contained within this Agreement, failure to respond to the Association's request to return to work by an individual's next scheduled work shift, may cause disciplinary action to be taken. This action may include suspension or immediate dismissal.

ARTICLE 21: SAVINGS CLAUSE

21.1 It is the intention of the parties hereto to comply with all applicable law and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by a Court of final jurisdiction.

21.2 Should any provision of this Agreement and/or any attachments hereto be held invalid by operation of Law or by an tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such tribunal, the remainder of this Agreement and/or any attachments hereto shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provisions and/or any attachment hereto.

21.3 The Association and the Employer agree to work toward compliance with the Americans with Disabilities Act (ADA).

ARTICLE 22: DURATION

22.1 This Agreement shall be effective on the date of signing and shall remain in full force and effect through December 31, 2011, unless otherwise provided for herein and shall remain in effect during the course of negotiations on a new Agreement. All wage increases shall be retroactive to January 1st, 2011.

ISSAQUAH POLICE OFFICERS ASSOCIATION

CITY OF ISSAQUAH, WASHINGTON

By 
PAUL FAIRBANKS, President

By 
AVA FRISINGER, Mayor

Date 02/25/2011

Date 2/28/2011

Attest: 
CITY CLERK

APPENDIX A
to the
2011 AGREEMENT
by and between
CITY OF ISSAQUAH, WASHINGTON
and
ISSAQUAH POLICE OFFICERS ASSOCIATION
(REPRESENTING THE LAW ENFORCEMENT OFFICERS)
January 2, 2011 through December 31, 2011

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF ISSAQUAH, WASHINGTON, hereinafter referred to as the "Employer", and ISSAQUAH POLICE OFFICERS ASSOCIATION, hereinafter referred to as the "Association".

A.1 2011 Rates of Pay - Effective January 1, 2011, the rates of pay in effect on January 1, 2011, established in the Memorandum of Understanding signed by the parties dated 8/28/09 for the Police Officer classification shall be increased by 2%, in which case the rates of pay set forth in A.2 for steps A through F shall apply. The classification of Corporal shall be added and pay rates (steps A through F) shall be 5% above the Police Officer pay (steps A through F).

A.2

<u>CLASSIFICATION</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>	<u>STEP F</u>
<i>Months of Service</i>	(0-6)	(7-18)	(19-30)	(31-42)	(43-54)	(55+)
Police Officer	\$5051	\$5247	\$5451	\$5664	\$5940	\$6230
Corporal	\$5304	\$5509	\$5723	\$5947	\$6237	\$6541

A.3 STEPS A to B, B to C, C to D, D to E and E to F are STEP increases which become effective upon completion of the specified months of employment identified in Section A.1. These STEP increases are based on the employee performing adequately at a satisfactory rate of improvement.

A.4 The rates of pay in Section A.1 are the minimum rates of pay. Nothing shall prohibit the Employer from paying in excess of the minimum amounts.

A.5 If an employee's anniversary date occurs on the 1st through the 15th of the month, any STEP increases shall be effective on the 1st of that month. If an employee's anniversary date occurs on the 16th through the 31st of that month, any STEP increases shall be effective on the 1st of the following month.

A.6 Master Employee - All employees who have attained STEP F are eligible for a "Master Employee" merit payment. Pay at this level shall be only for performance which clearly and consistently exceeds overall job requirements and standards. This payment shall be approved by the Department Director and City Administrator, subject to final authority by the Mayor, and shall not be subject to the grievance procedure. Such payment is effective only for one (1) year. Employees who are approved for a "Master Employee" merit payment shall receive a lump sum payment of up to the following percentage of their annual salary by the end of the pay period for January of the following calendar year:

<u>Years Eligible For Master Employee Pay (MEP)</u>	<u>Maximum Percentage Annual Salary</u>
First through four	5%
Fifth and thereafter	7%

Employees may present an appeal of his/her performance payment through the Employer's chain of command and the decision of the City Administrator decision shall be final and not subject to the grievance procedure.

A.6.1 Starting February 5, 2004, MEP and Education Incentive Pay (Section 14.1) wages will be adjusted as if the employee were paid the "regular" rate when worked during the prior year.

A.7 Specialty Incentive Pay - An employee assigned to the following specialties shall be eligible to receive Specialty Incentive Pay which shall be paid monthly each month the employee is assigned to each specialty hereinafter identified:

Detective	4% of monthly rate of pay
Range Master	2% of monthly rate of pay
Field Training Officer	4% of monthly rate of pay for the month when a Certified FTO is training another Officer
Crime Prevention Officer	2% of monthly rate of pay
Traffic Officer	3% of monthly rate of pay
Special Operations Team	1% of monthly rate of pay

Specialty Incentive Pay shall be approved by the Department Director and City Administrator, subject to final approval by the Mayor, and shall not be subject to the grievance procedure.

A.8 Physical Fitness Incentive Pay - An employee who completes a physical fitness program approved by the Employer shall be eligible to receive a Physical Fitness Incentive Pay equal to one percent (1%) of their monthly salary. This Physical Fitness Incentive Merit Pay shall be approved by the

Department Director and City Administrator; subject to the final approval of the Mayor; and shall not be subject to the grievance procedure. Physical Fitness Incentive Pay will be paid semi-monthly based on a qualification test administered in December of the previous year and then another qualification test administered in June for the remaining six months of the year.


ISSAQUAH POLICE OFFICERS ASSOCIATION

CITY OF ISSAQUAH, WASHINGTON

By 
PAUL FAIRBANKS, President

By 
AVA FRISINGER, Mayor

Date 02/25/2011

Date 2/28/2011
Attest: 
CITY CLERK