

AGREEMENT

by and between

CITY OF ISSAQUAH, WASHINGTON

and

ISSAQUAH POLICE SUPPORT SERVICES ASSOCIATION

January 1, 2017 through December 31, 2020

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by and between
CITY OF ISSAQUAH, WASHINGTON
and
ISSAQUAH POLICE SUPPORT SERVICES ASSOCIATION

January 1, 2017 - December 31, 2020

This agreement is by and between the CITY OF ISSAQUAH, WASHINGTON, hereinafter referred to as the EMPLOYER, and the ISSAQUAH POLICE SUPPORT SERVICES ASSOCIATION, hereinafter referred to as the ASSOCIATION.

ARTICLE 1: DEFINITIONS

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

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

1.3 "Association" shall mean the Issaquah Police Support Services Association.

1.4 "Bargaining Unit" shall mean all full-time and/or regular part-time employees employed by the Employer within the Issaquah Police Department, excluding confidential and supervisory employees.

1.5 "Employee" shall mean an individual employed in the bargaining unit covered by this Agreement.

1.6 "Regular part-time employee" shall mean a regular budgeted position of twenty (20) hours or more per week. Regular part-time employees shall only be eligible for sick leave, scheduled holidays and vacation time on a prorated scale based on the budgeted FTE for the position, not based on hours actually worked. Other benefits are specifically addressed in the Agreement.

1.6.1 "Non-Regular part-time employees" are employees who work in a non-budgeted non-benefitted position of less than thirteen hundred (1300) hours per year. If these employees work more than one-sixth (1/6th) time, they shall become members of the bargaining unit and pay Association dues. Such employees will be hired by the Chief and placed, at the Chief's discretion, within the applicable pay range for the applicable position as set forth in Appendix "A". Such employees are "at-will" and their employment may be terminated by either the employee or the City at any time and for any reason. Such employees shall not be covered by any other provisions of the Agreement. Non-regular employees who work less than one-sixth (1/6th) shall not be members of the bargaining unit.

1.7 "Probation" shall mean either the twelve (12) or fifteen (15) month trial service period commencing with an employee's date of hire. Records staff shall serve twelve (12) month probation as provided herein. Corrections staff and Communication staff shall serve fifteen (15) month probation, as provided herein, due to the Academy and/or

FTO program. During the probationary 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.* Employees covered by this Agreement may become and remain members of the Association and pay the initiation fee and periodic membership dues uniformly levied against all Association members; provided however, an employee who wishes to cease being a member of the Association, shall notify the Employer in writing.
- 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. Payroll deductions shall cease immediately upon written notice to the Employer of the employee's wish to withdraw from the Association.
- 2.4 *Association Officials Time-Off.* An 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, i.e. during contract negotiations and grievance meetings; provided however, such activities do not interfere with the normal routine functions of the Department. No added cost to the Employer shall result in the exercise of this Section. Prior to the first bargaining session the Association will identify the specific bargaining team members.
- 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.

ARTICLE 3: NON-DISCRIMINATION

- 3.1 No employee shall be discriminated against for upholding Association principles. An employee who works under instruction of the Association, or who serves on a committee, shall not lose his job or be discriminated against for this reason, providing such activities do not interfere with the employee's duties. The Employer and Association agree that there will be no discrimination against an employee on any basis prohibited by applicable federal, state or local laws.

ARTICLE 4: HOURS OF WORK

- 4.1 *Workdays, work schedules, and paid shifts.* For purposes of this Agreement, the term "workday" shall refer to the normal hours the employee is required to be at the worksite for a scheduled shift. The term "work schedule" shall refer to the normal number and sequence of workdays and unpaid days off. Except as otherwise qualified below, the term "shift" shall refer to the normal number of scheduled hours of pay during a "workday."

4.1.1 *Police Communications Specialists* The "work schedule" for Police Communications Specialists shall consist of four (4) consecutive workdays on duty followed by four (4) consecutive days off (This represents an average of 182 12 hour

shifts in a year for a total of 2184 hours). The "work shift" shall consist of twelve (12) consecutive hours, including the paid meal period and paid rest breaks (see section 4.2.3). Communication Specialists will be paid based on hours worked.

4.1.2 Corrections Officers The "work schedule" for Corrections officers shall consist of four (4) consecutive workdays on duty followed by four (4) consecutive days off (This represents an average of 182 12 hour shifts in a year for a total of 2184 hours). The "work shift" shall consist of twelve (12) consecutive hours, including the paid meal period and paid rest breaks (see section 4.2.3). Corrections officers assigned to the twelve (12) hour schedule shall receive compensation equivalent of nine (9) twelve hours Kelly days. Kelly day compensation shall be prorated on a semi-monthly basis. The compensation shall be paid in the form of money as opposed to time off, up to a maximum 108 hours in a work year, based on the employee's regular hourly rate of pay.¹ Under the 7K exemption, the regularly scheduled work period for Corrections Officers 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.

4.1.3 Other Employees. The normal work schedule for all other employees covered by this Agreement shall be either one of the following: five (5) consecutive days on followed by two (2) consecutive days off; or four (4) consecutive days on followed by three (3) consecutive days off - or a "9/80" schedule, which shall include a 7-day work week, beginning at Friday at 12:00 p.m. and ending the following Friday at 11:59 a.m. (TA – 11/6/14)

4.1.3.1 Excluding the Corrections Transport Officer position(s), those on a 5 on/2 off work schedule shall have workdays consisting of eight and one-half (8.5) consecutive hours, which includes an unpaid thirty (30) minute lunch break. The normal paid hours of work or length of a "shift" shall be eight (8) hours during the eight and one-half (8.5) hour workday.

4.1.3.2 Excluding the Corrections Transport Officer position(s), those on a 4 on/3 off work hours during the ten and a half (10.5) hour workday.

4.1.3.3 The normal work hours for employees not working a twelve (12) hour shift shall be two thousand eighty (2080) hours. For pay purposes, the workweek consists of forty (40) hours in a seven (7) day work period.

4.2 Meal and Rest Periods. At the employee's request, a longer unpaid lunch period may be scheduled by mutual agreement between the Employer and the employee.

4.2.1 A Corrections Transport Officer working an eight (8) or ten (10) hour workday and shift shall receive a thirty (30) minute paid meal during the shift. In addition, during the shift, a Corrections Transport Officer shall take two (2) fifteen (15) minute paid rest periods. The rest periods shall be taken at the employee's discretion and shall normally be taken one (1) within each half (1/2) shift.

4.2.2 A Police Records Specialist, Lead Police Records Specialist, Lead Police Records Specialist (qualified) or a Police Records Support Specialist working an eight and a half (8.5) hour workday and an eight (8) hour shift, or a ten and a half (10.5) hour workday and a ten (10) hour shift, shall receive a thirty (30) minute unpaid meal period and two

¹ The intent shall be to implement the same payroll calculations for Corrections Officers receiving Kelly day compensation as was in effect (2014) for Police Officers eligible for Kelly day compensation.

(2) fifteen (15) minute paid rest periods. Each paid rest period shall be taken at the mid-point within each half shift. A Police Records Specialist, Lead Police Records Specialist or Police Records Support Specialist who is required to remain in the building or is otherwise called back to work from a meal period shall receive additional compensation at the employee's overtime rate of pay.

4.2.3 A Police Communications Specialist or a Corrections Officer shall receive two thirty-minute paid meal periods and two (2) fifteen (15) minute paid rest periods consistent with applicable law. Normally the meal period will be taken at approximately the middle of the shift but not during the first and last two hours of the shift. The two rest periods shall be taken at the employee's discretion and shall normally be taken one (1) within each half (1/2) shift. An employee may combine one rest period with a meal break when the workload allows. Police Communications Specialists or Corrections Officers are required to remain in the building and be available for immediate call back should the workload require it. With Supervisor approval an employee may be permitted to leave the building during one of the fifteen (15) minute breaks. If an employee leaves the building during a break, they must have a communications device with them and be able to return immediately (within five (5) minutes) if required.

4.2.4 Excluding Police Records Support Specialists, Lead Police Records Specialist (qualified) and Police Communication Supervisor staff shall not be used to replace Police Communications Specialists except during emergency situations or *de minimis* relief as needed.

4.3 Short-Term Shift Trades: For purposes of this section, a "short-term shift trade" shall mean shift or partial shift trade with another employee certified in the same job classification upon their mutual agreement, and with the approval of the appropriate supervisor. The Employer will not be responsible for any shifts owed by employees at the time their employment is terminated. Short-term shift trades cannot result in an employee working more than two (2) consecutive shifts. It is the responsibility of both individuals who wish to trade shifts to fulfill the agreement. If the agreement is not fulfilled, the individual not fulfilling the trade will be charged with the leave for the hours not worked. Also, short-term shift trades:

- a. Must be completed with a thirty (30) day period in those instances where a single or partial shift is the subject of the trade. In no instance will the city incur the cost of overtime to accommodate a requested shift trade;
- b. Must be submitted as soon as practicable, but no later than forty-eight hours in advance on a Trade Request Form indicating the dates and time of the trade and the employees involved to the Supervisor who will approve and put the shift trade on the schedule;
- c. The employee working the traded shift does not receive compensation for the traded hours. The employee who would have normally worked the shift shall be compensated for the traded hours. This includes Holiday Premium Pay;
- d. If either employee involved in a trade is unable to work the traded shift, they must use their accrued time for the hours not worked on their time sheet;
- e. Work shift trades shall not be taken in conjunction with vacations or days off where the employee will not be available to work the shift needed, except in cases where the trade involves an entire shift rotation.

4.3.1 Long Term Shift Exchanges – An employee may request a "Shift Exchange". A shift exchange shall mean an employee will be scheduled to work four (4) day shifts or four (4) night shifts and will not be scheduled to work two (2) day shifts and two (2) nights shifts prior to their four (4) days off. The shift exchange will be for a period of no longer than four (4) months with another

employee certified in the same job classification, upon their mutual agreement and with the approval of the appropriate supervisor. If the Long Term Shift Exchange occurs:

- a. All employees affected by the long term shift exchange must be in agreement with the exchange.
- b. In no instance will the city incur the cost of additional pay or overtime to accommodate a requested shift exchange.
- c. Employees with twelve (12) months or less of service with the City working under a discipline work plan are not eligible for the long-term shift exchange.
- d. A written request for a shift exchange must be submitted with at least fourteen (14) days advance notice of the trade indicating the dates and times of the trade and the employees involved. The supervisor will review the request and, if approved, document it on the schedule.
- e. Once the trade occurs, the assigned work hours will be the scheduled shift for the two employees for the duration of the exchange.
- f. An employee may not request and will not be granted two (2) shift exchanges of all days or all nights in a row.
- g. At any time during the shift exchange, one of the employees can request that the shift exchange be cancelled. Cancellation shall be subject to the approval of the appropriate supervisor. The employee will be returned within fourteen (14) days to the work schedule as outlined in 4.1.1.
- h. The Employer retains the right to adjust schedules to cover for personnel shortages. The Employer shall have discretion to allow or deny a long term shift exchange between employees or to stop the exchange in the case of an emergency.

4.4 Shift Bidding. Shifts shall be bid once annually (in dispatch and corrections) by seniority within classification since date of hire (employees in the Records division shall be grandfathered in for purposes of this section pursuant to the ordered list in Appendix D. The shift bid will be for hours and days off (i.e., squads). Such bidding will be utilized for a new schedule to be implemented in the following calendar year in order to offer predictability for employee time on and off the job. Shift bidding will also be used when practical when new positions become available such as filling vacancies or the creation of new positions. Employees who are on leave during the shift bidding process shall participate by leaving their shift preference with their supervisor. The Employer shall endeavor to begin bidding by October 1, with a goal of announcing the bid results by November 15. The initial changeover shall occur after January 1. For legitimate operational reasons, the Employer has the discretion to modify the parameters of the shift bidding process, and the right to adjust schedules to cover for personnel shortages.

4.5 Work Assignments for Part-time Employees, as determined by the Chief:

4.5.1 *Regular Part-time employees.* Upon the completion of the shift and vacation bid process for full time employees, regular part-time employees may be assigned open shifts throughout the year to average twenty (20) hours or more per week. Overtime for regular part-time employees will be paid in accordance with FLSA standards. An employee's request to transfer from a regular full time to a regular part-time position shall be granted at the Chief's discretion. Such employee shall not be guaranteed any right to return (including any bumping of another employee) to a full time status under any of the provisions of this Agreement, unless the regular part-time position held by the employee is being increased to regular full time budgeted status or in a layoff situation. In such cases, the employee in the regular part-time position being increased to regular full time

status shall have the right of first refusal to return to a full time budgeted position. Furthermore, regular part-time employees offered a full time bargaining unit position, and then refusing such offer, may be laid off as provided by the terms of the Agreement. Regular part-time employees may volunteer to work overtime after regular full time employees have been given an opportunity to do so. Compensatory time shall not apply to part-time employees.

- 4.5.2 *Non-Regular Part-time employees.* Non-regular part-time employees may be assigned open shifts throughout the year to average less than twenty (20) hours per week. Overtime for non-regular part-time employees will be paid in accordance with FLSA standards. Non-regular part-time employees may volunteer to work overtime after regular full time and regular part-time employees have been given an opportunity to do so. Compensatory time shall not apply to such employees. The City intends to use non-regular part-time employees to supplement, and not to supplant, regular employees.
- 4.5.3 *Part-time for Corrections Officers.* The City will not utilize part-time corrections officers unless mutually agreed upon by the parties.

ARTICLE 5: OVERTIME AND COMPENSATORY TIME

- 5.1 *Overtime.* Unless otherwise required by FLSA, all hours compensated which have been specifically authorized by supervisory or command personnel outside of the employee's regularly scheduled shift, as defined in this Agreement, shall constitute overtime and shall be compensated for at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay.
- 5.2 The parties have adopted the Section 7(k) work period under the Fair Labor Standards Act, 29 USC 207(k), for all employees in the bargaining unit working as Corrections Officers and who are eligible for this exemption under the law. The work period for Corrections Officer scheduled for twelve (12) hour shifts shall be one hundred forty seven (147) hours in twenty four (24) days.
- 5.3 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.
- 5.4 For purposes of computing overtime pay, for forty (40) hour a week employees, hours in excess of forty (40) hours in a work period, all hours paid excluding sick leave, use of banked compensatory time, annual PSO bank time, vacation leave, holiday hours, and time worked, will count towards the forty (40) hour threshold in a seven (7) day FLSA week.
- 5.5. Overtime for Police Communications Specialists and Corrections Officers shall be assigned on a rotation basis whenever feasible. When an open shift is known at least seven (7) days in advance, the rotational list shall be utilized to elicit volunteers to fill in the open shift(s). If no qualified employee volunteers for the open shift, the supervisor may assign the open shift from the rotational list. For open shifts less than seven (7) days in advance, assigned overtime shall be on a rotation basis. The Employer's inability to reach or contact a particular Police Communications Specialist or Corrections Officer, or the contacted employee's refusal to respond to a call, shall result in the placement of that particular employee at the bottom of the rotation list.
- 5.5.1 *Mandatory Overtime Procedures:*
- Overtime needs not filled with volunteers will be filled through mandatory overtime. A rotational mandatory overtime list shall be established and posted by the Employer. The

Employer will make a good faith effort to provide employees with as much notice of mandatory overtime as reasonably practical. The Employer will attempt to provide at least a seven-calendar day notice of mandatory overtime assignment. For mandatory overtime, the employer's inability to reach or contact a particular Police Communications Specialist or Corrections Officer, or the contacted employee's refusal to respond to a call, shall result in that particular employee remaining at the top of the rotation list.

- 5.5.2 The regular days-off (RDO) immediately adjacent to a master vacation block shall be placed on the Master Vacation schedule, provided that such days may be subject to cancellation by the Chief of Police or his/her designee for legitimate operational considerations.

Subsequent to the completion of master vacation bids, employees may submit paid time off (PTO) requests for individual days off.

Once a PTO request has been submitted, the Department will act upon the request as soon as practical and with the acknowledgment of the request made known to the employee as soon as practical after its submission.

A request that is approved to be filled with volunteer overtime will be placed on the schedule and filled as outlined in Section 5.5. If the volunteer overtime shift is not filled, the PTO request may be denied.

Any denied request may be filled through the short-term shift trade process outlined in Section 4.3.

- 5.5.3 The Employer will not deduct sick leave from employees who cannot work an overtime shift due to illness.

- 5.6 In accordance with this Article, all overtime hours beyond the scheduled shifts shall be paid at time-and-one-half (1-1/2). Compensatory time-off may be accrued in lieu of overtime pay at the option of the employee. Approval for compensatory time-off requests shall be granted unless the request would create an undue burden on the Employer. Employees may maintain a balance up to one hundred twenty (120) hours with the exception of those employees who, at the time of this agreement, are in excess of the one hundred twenty (120) hour threshold, and shall be permitted to maintain their current balances to be drawn down by the end of the 2013 calendar year. The employee may request pay in lieu of time off for any hours in excess of one hundred twenty (120) hour threshold. Compensatory time-off shall be taken at the same rate it was earned.

- 5.7 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. If a change is made from the twelve hour shift for training purposes management will discuss with the employee in an attempt to balance hours of the work week.

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

- 5.9 Squad changes requested by the employee shall be accomplished with no overtime being paid.

- 5.10 **Scheduled Shift Transitions.** During schedule transitions, i.e. changes to squad assignments, FTO, etc., shifts can be assigned outside of the regular four-on/four-off work schedule. During these transitions, employees will be assigned, at a minimum, an equivalent amount of shifts the employee would have worked for the pay period if no adjustment had occurred. The Employer will strive to accomplish transitions within one pay-period. In the event a Corrections Officer works more than twelve (12) regularly assigned shifts in any twenty-four (24) day cycle, the extra shift(s) shall be paid at the applicable overtime rate of pay.
- 5.11 **Short Shifts in February.** Employees in the Police Communication Specialist position are currently paid an hourly rate, and the City pays amounts due in semi-monthly increments. The second pay period in February is shorter than other pay periods in the year, meaning that employees on impacted squads will work less hours, usually eight (8) or sixteen (16) less hours, than in a typical pay period. Employees assigned to a squad that is impacted by the short pay period in February may cash out an amount of holiday time commensurate with the difference between the number of regularly scheduled hours worked in a typical pay period (forty-eight (48) hours) and the number of regularly scheduled hours worked during the short pay period in February. For example, an employee who normally works 48 regularly scheduled hours in a pay period but in the short February pay period works only 40 regularly scheduled hours may cash out up to 8 hours of holiday time. Employees who wish to cash out holiday hours in accordance with this provision must notify the Human Resources Department and Payroll no later than January 31 of the year in which they intend to cash out holiday hours. Holiday hours cashed out according to this provision will be paid on the regular paycheck for the February 16-end of February pay period.

ARTICLE 6: CALLBACK, COURT TIME, AND STANDBY PAY

- 6.1. **Callback.** An employee who is called back to work after his/her normal shift has been completed and he/she 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 his/her normal shift and continues on into his/her 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 at 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.
- 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.

ARTICLE 7: NON-PYRAMIDING

- 7.1 Premium or overtime pay shall not be duplicated or pyramided except as may be required by the Fair Labor Standards Act. In no event shall premium or overtime pay be based on other than the employee's regular straight-time hourly rate of pay.

ARTICLE 8: WAGES

- 8.1 Employees covered by this Agreement shall receive the rates of pay as set forth in Appendix "A" (sections A.2 and A.3) to this Agreement which by this reference shall be incorporated herein as if set forth in full.

ARTICLE 9: HOLIDAYS

- 9.1 Employees working eight (8) hour shifts or ten (10) hour shifts shall receive eight (8) hours off with pay for each of the following recognized holidays, for a total of twelve (12) holidays, in lieu of time-off on the specific holiday(s). Holiday schedules shall be determined by the Employer.

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

- 9.1.1 Subject to approval by the Department Head, an employee working eight (8) hour shifts or ten (10) hour shifts may, upon request, receive (8) hours pay at his/her 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. The annual floating holiday must be used by December 15 and will not be carried forward into the following calendar year.
- 9.2 Corrections Officers and Communications Specialists shall receive a total of ninety six "banked" holiday hours during the year. Employees shall receive forty (48) hours of their holiday bank time on December 16th and the additional forty (48) 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 and June 30th. 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 Section 9.1 from their date of hire and 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. 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 deducted from their final pay check. The same criteria will be used for the additional forty (48) holiday hours received on July 1st.

9.2.1 "Holiday time-off" in reference to Article 9.2 must be requested at least 10 calendar days in advance of the day off sought. In addition, upon approval of the Supervisor, an employee may be permitted to use holiday hours for partial days off with less than 10 days' notice.

9.2.2 Time-off sought must be a shift which would not incur overtime or other available time as approved by the Supervisor or Manager. Requests for time-off that do incur overtime may be approved on a case-by-case basis at the discretion of the Supervisor.

9.2.3 When an employee schedules time off as allowed in 9.2.2 it is understood that it may be cancelled upon 10 days' notice if changed circumstances would require that the time off would incur overtime. Once cancelled, employees would be encouraged to reschedule the time off.

9.2.4 Management reserves the right to cash out any unused holiday bank hours in lieu of time off.

9.3 Any work performed on Independence Day, Thanksgiving Day, Christmas Eve and Christmas Day by twelve (12) hour shift 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.

ARTICLE 10: VACATIONS

Employees shall have the option of selecting from two vacation/sick leave schedules based on years of service. This selection shall be made on an annual basis. Once an election is made, it will stay in force until the employee notifies payroll of their decision to change their selection. It is the employee's responsibility to notify payroll of any change within the open enrollment period during the month of November. If no selection is made, Schedule 1 will be assigned.

VACATION SCHEDULE 1 w/12 days per year sick leave					VACATION SCHEDULE 2 w/8 days per year sick leave				
Years	Days Per Year	Hrs Per Month	Max Days Allowed	Max Hrs Allowed	Years	Days Per Year	Hrs per Month	Max Days Allowed	Max Hrs Allowed
0 – 4	12	8.00	24	192.00	0 – 4	16	10.67	32	256.08
5 – 9	16	10.67	32	256.08	5 – 9	20	13.33	40	319.92
10 – 14	20	13.33	40	319.92	10 – 14	24	16.00	48	384.00
15 – 19	22	14.67	44	352.08	15 – 19	26	17.33	52	415.92
20 +	24	16.00	48	384.00	20 +	28	18.67	56	448.08

SICK LEAVE SCHEDULE 1			SICK LEAVE SCHEDULE 2		
Days Per Year	Hrs Per Month	Hours Per Year	Days Per Year	Hrs Per Month	Hours Per Year
12	8.00	96	8	5.33	64

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.

- 10.2 The final determination regarding the scheduling of vacation time off shall be subject to the sole discretion and approval of the Police Chief.
- 10.3 After shift bidding has concluded, master vacation shall be bid by seniority within classification since date of hire (employees in the Records division shall be grandfathered in for purposes of this section pursuant to the ordered list in Appendix X to be added). Each member shall bid in complete blocks up to the maximum vacation earned in one year. A "block" shall be defined as a complete week or a complete rotation. The Employer shall endeavor to add the employees' master vacation to the official master vacation schedule by January 7.
- 10.4 Vacation Cashout. Upon the effective date of an employee's termination of employment, the City shall pay to the employee with more than one (1) years' service a sum of money equal to his or her former regular compensation for any earned, but unused vacation leave.

ARTICLE 11: SICK LEAVE, MODIFIED DUTY AND FAMILY LEAVE

- 11.1 *Sick Leave.* Except for employees who elect Vacation Schedule 2 which includes an increase in vacation days and a reduction in sick leave accruals, 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.
- 11.2 An 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.
- 11.3 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. Effective January 1, 2019, this article will sunset. All eligible bargaining unit members will receive one (1) additional vacation day in 2019 and one (1) additional vacation day in 2020. Employees must be active and working for at least one (1) day in 2019 to be eligible for the additional vacation day in 2019, and must be active and working for at least one (1) day in 2020 to be eligible for the additional vacation day in 2020.
- 11.4 Upon retirement, employees with a minimum of ten years' employment with the City, may receive 1% per year of service (to a maximum of 25%) of the dollar value of their sick leave accrual account to be paid to the employee upon separation from the City. The sick leave accrual account is limited to 960 hours.
- 11.5 Sick leave shall not be charged against an employee on a regularly scheduled day off.

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

- a. Personal illness or physical disability.
- b. Quarantine of an employee by a physician for a non-occupation related disability.
- c. Bona fide doctor and dental appointments.
- d. When an employee participates in a funeral ceremony, the employee may be granted a reasonable time off to perform such duty.
- e. Illness or injury of a dependent child under the age of eighteen (18) years.
- f. An employee may be approved to use up to an additional seven (7) days of sick leave to attend funeral services of a member of their immediate family or other family members. Immediate family member is as defined below in Article 11.6, Bereavement Leave. "Other family members," for this article, shall be defined as follows: spouse, domestic partner, parent, child, step-child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law grandparent, grandchild, aunt, uncle, niece, and nephew.

11.6 *Bereavement Leave.* In the event of a death in the employee's immediate family, an employee shall receive up to three (3) consecutive bereavement leave days. Immediate family shall include only the following family members: father, mother, spouse, domestic partner, brother, sister, children, step children, father-in-law, mother-in-law and the employee's and spouse's grandparents. Employees may not use bereavement leave days for family members not listed (e.g. great grandparents) but may be eligible to use sick leave for such deaths (see Article 11.5). For the purposes of Bereavement Leave, the term "day" shall mean the employee's regularly scheduled work day.

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

- a. The modified duty assignment is made available by the Employer.
- b. The modified duty assignment is appropriate given the illness or injury of the employee.
- c. The modified work schedule 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.
- d. The maximum workweek for light duty shall be forty (40) hours as either eight (8) or ten (10) hour work days as scheduled by management.
- e. The schedule shall allow for rehabilitation by the employee using appropriate leave during the workday if necessary.

11.8 *Family Leave.* The City will comply with all Federal and State family leave laws.

11.7.1 *Paid Family and Medical Leave.* The City will pay one hundred percent (100%) of the premiums associated with the Washington Paid Family and Medical Leave law, RCW 50A.04 (hereinafter "WPFML") in 2019. Effective January 1, 2020, the City and the Association will split the premiums associated with WPFML, with employees sharing the maximum premium allowed by law.

ARTICLE 12: HEALTH AND WELFARE NSURANCE BENEFITS

12.1 Medical and Dental Insurance Premiums.

12.1.1 Medical:

The Employer will maintain all medical plans and monthly premium share charges at the same percentage level for 2017, 2018, 2019, and 2020 as provided in Appendix C . The Employee shall select one of the above plans as set forth in Appendix C. The different medical plan specifications are provided and included as part of this Agreement. The Employee may change from one of the above plans to a different plan above on a yearly basis, if so desired. Notice of the change must be given to the Employer during open enrollment of the prior year. New employees shall be eligible for Medical benefits the first day of the first month following employment.

Effective January 1, 2018, the Group Health \$10 copay plan will change to the Kaiser Permanente \$200 deductible plan. The Kaiser Permanente \$200 deductible plan differs from the Group Health \$10 copay plan in regard to deductibles, coinsurance, the standard co-pay for office visits, and the maximum out-of-pocket amounts.

Effective January 1, 2019, Premera Plan 2 will be eliminated.

Effective January 1, 2020, Premera Plan 1 will be restructured. The Association and the City have agreed that the following changes will be implemented to Premera Plan 1 effective January 1, 2020:

- The plan deductible will increase to \$250 per individual, up to \$500 per family.
- Coinsurance will be added for most services in accordance with the plan design.
- Out-of-pocket maximums will increase to \$2,000 per individual, \$4,000 per family.

Effective January 1, 2019, the City shall offer the Premera Heritage Plus preferred provider option ("Plus Network") in addition to the Premera Heritage Prime preferred provider option ("Prime Network"). Employees who enroll in the Plus Network shall be responsible for the full difference in premium between the Plus Network rates and the Prime Network rates. The employee and any spouse or dependent(s) covered by the medical plan must participate in the same preferred provider network (e.g. if an employee chooses the Plus Network, their spouse and all dependents covered by the medical plan must also be on the Plus Network).

IHAC: The parties will participate in the City-Wide Issaquah Health Advisory Committee (IHAC) which will include representation from the City bargaining groups as well as non-represented employees of the City. Each participating group will have one representative. The purpose and mission of the Advisory Committee is to: (1) gather and share information with respect to benefit related issues; (2) consider changes in health insurance benefits, and (3) identify and consider any cost containment measures for the City's self-funded medical plan. The IHAC shall make recommendations to the Employer with regard to plan design changes for the following plan year.

Health & Wellness Incentive Program: Premium contributions by employees to the City's medical plans shall be differentiated between employees who elect to participate

and non-participating employees. All eligible bargaining unit members shall be provided the opportunity to participate in the City's Health and Wellness Incentive Program, upon ratification of the Agreement. To be eligible for the reduced percentage of premium contributions, the employee and any covered spouse-domestic partner must complete the "Requirements for the Incentive Plan" as detailed in Appendix C. Future eligibility for a reduced percentage of premium contributions in subsequent plan years shall remain as outlined in Appendix C, unless otherwise mutually agreed upon.

If a spouse or domestic partner has coverage through their employer, the spouse or domestic partner must enroll in their employer's medical plan. Failure to enroll will require the spouse or domestic partner to pay for 100% of the premium for coverage on the City's Medical Plan. (Moved from Appendix C)

12.1.2 Dental: The Employer shall pay each month one hundred percent (100%) of the premiums necessary for the purchase of full-time employee coverage and eighty percent (80%) of the premiums necessary for purchase of a full-time employee's dependent(s) coverage for Association of Washington Cities Dental Plan F or Willamette Dental (\$10 co-pay plan).

12.1.3 Except as required by the ACA, Regular part-time employees shall be eligible for pro-rated medical benefits based on the budgeted FTE for the position (e.g. 0.5, 0.75, etc.). The employer shall pay one hundred percent (100%) of dental premiums for the regular part-time employees and their dependent(s). Part-time employees assigned to work at least the minimum number of hours under the applicable definition of "full time" employees as provided in the shared responsibility laws or regulations of the Affordable Care Act shall be offered medical benefits as set forth in the Act and its accompanying regulations and any amendments to the Act or its accompanying regulations.

12.1.4 New employees shall be eligible for the benefits listed in this Article on the first day of the first month following employment.

12.1.5 The Employer shall provide the Association two thousand five hundred dollars (\$2,500.00) each calendar year for use by employees to help offset the cost of orthodontic care. A three (3) person committee from the Association 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.

12.2 *Vision*. The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of full family coverage under the AWC/VSP vision plan.

12.3 *Life Insurance*. Effective upon ratification, 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 mutually selected by the Employer and the Association.

12.5 *Deferred Compensation*. Employees in the Association 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 Effective upon ratification, the Employer shall match one dollar (\$1.00) for each one dollar (\$1.00) an employee contributes, up to a maximum Employer contribution of one hundred fifty dollars (\$150.00).

12.6 Health Reimbursement Account (HRA) – Regular, full-time employees were eligible for \$550 in 2015 and \$600 in 2016 (pro-rated for new hires from date of employment) after being employed for 90 days, for documented, IRS approved, non-covered medical or dental expenses, expenses incurred for eye examinations, purchase of corrective lenses, and/or expenses related to hearing loss and orthodontia. 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. HRA funding will sunset on December 31, 2020. Employees will receive no new funding after that date. Access to HRA funds will end December 31, 2020.

12.6.1 The above City contributions will be made with the understanding that the amount, if any will be subject to negotiations for the successor Agreement. The interest of the City is the effect upon the City's obligation to pay the ACA excise tax in 2022. The interest of the Association is the value of the benefit to employees.

12.7 Association bargaining unit members shall be allowed usage of City Pool and Exercise Facility with no membership fee.

ARTICLE 13: UNIFORM/CLOTHING/EQUIPMENT AND SUPPLIES

- 13.1 Uniforms and equipment required by the Employer shall be furnished by the Employer. Such uniforms should be suitable for the workplace and for home laundry/ maintenance.
- 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 Uniforms for Corrections Officers and Transport Officers will be washable and appropriately maintained by the employees to whom the uniforms are assigned.
- 13.5 The Employer may make available coffee and normally related supplies, however this provision shall not be subject to the grievance procedure.

ARTICLE 14: MANAGEMENT RIGHTS

- 14.1 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.
- 14.2 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.
- 14.3 Every incidental duty connected with operations enumerated in job descriptions is not always specifically described.

14.4 The Employer reserves the right to lay off employees as provided in Article 15.4. 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 IV of this Agreement.

14.5 No policies or procedures covered by this Agreement shall be construed as delegating to others or as reducing or abridging any of the following authority conferred on City Officials.

14.5.1 The Ordinance responsibility of the Mayor as Chief Executive Officer of the City, passing upon Ordinances adopted by the City Council, recommending an annual budget, enforcing the laws of the State and City, and directing the proper performance of all executive departments.

14.5.2 The responsibility of the City Council for enactment of Ordinances, the appropriation of moneys, final determination of employee compensation and classification and the right to subcontract and purchase equipment.

14.5.3 The responsibility of the Police Chief and his delegates governed by Ordinances, and departmental rules and to the extent that they are not limited by the terms of this Agreement:

- a. To recruit, assign, transfer, or recommend promotion of employees to positions within the department;
- b. To take disciplinary action against employees for just cause;
- c. To relieve employees from duties because of lack of work, lack of funds or for disciplinary reasons;
- d. To determine methods, means, training and personnel necessary for departmental operations;
- e. To control the departmental budget;
- f. To take whatever actions may be necessary in emergencies in order to assure the proper functioning of the department.

14.5.4 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 15: MISCELLANEOUS

15.1 Maintenance of Standards. The Employer agrees that any and all wages, hours and other terms and conditions of employment that constitute mandatory subjects of bargaining as set forth in this Agreement shall be maintained unless changes to such subjects are the result of a mutual agreement between the parties or as provided elsewhere in this Agreement. Except as may be expressly provided by this Agreement, the City's Personnel Policies shall apply to members of the bargaining unit. Advance notice of changes to the City's Personnel Policies will be sent to the Association president. (TA – 10/6/14)

15.2 Bill of Rights. Employees covered by this Agreement shall be entitled to those rights specified in the attached Bill of Rights as set forth in Appendix "C" to this Agreement, which by this reference shall be incorporated herein as if set forth in full.

- 15.3 Seniority. Seniority shall be determined by date of hire into an IPSSA bargaining unit position, except as the term is otherwise defined in this Agreement.

15.3.1 An official seniority roster shall be made available annually. With the exception of shift and vacation bidding, seniority shall be determined by date of hire into an IPSSA bargaining unit position. Employees who have a break in service due to medical leave shall retain their seniority based on their date of hire. A full time employee moving to part-time status shall have his/her seniority suspended for all purposes except layoffs per Section 15.4.1. Employees who take other unpaid leaves of longer than fourteen (14) consecutive days shall retain their seniority less the time they were on unpaid leave.

15.3.2 When more than one individual is hired into the IPSSA bargaining unit position on the same day, the employees shall be placed on the seniority list based on the date of the non-conditional offer of employment.

15.3.3 An employee who takes or has taken a position with the Employer outside of the bargaining unit and later returns to an IPSSA bargaining unit position within six (6) months that follow shall be credited with such seniority in the previously held bargaining unit position.

- 15.4 Layoff. In case of a layoff, the employee with the least amount of total seniority in the bargaining unit shall be laid off first from the job classification to be eliminated. For purposes of layoff total Bargaining unit seniority shall be the total length of continuous service, including approved leaves, within the bargaining unit.

15.4.1 An employee who is laid off may revert to their most recent previous job classification in which they had passed the probationary period and are still qualified to perform.

- 15.5 Recall. In the case of recall, those employees shall be recalled in inverse order of layoff. An employee on layoff shall keep both the Employer and the Union informed of the address and telephone number where they can be contacted. When the Employer is unable to contact an employee who is on layoff for recall, the Association shall be so notified. If neither the Association nor the Employer is able to contact the employee within five (5) working days from the time the Association is notified, the Employer's obligation to recall the employee shall cease. The Employer has no obligation to recall an employee after he has been on continuous layoff for a period of one (1) year. Also, if an employee does not return to work when recalled, the Employer shall have no further obligation to recall them

- 15.6 As to bumping, the employee's "competence" and the ability to adequately perform the unique functions of the job assignment will be the primary consideration, applied in accordance with seniority. Competence / Ability to adequately perform will be defined as the immediate, clear and full performance on the job, with a minimal period of orientation and no material reduction in the efficiency of the operation or services, as determined by the Employer.

- 15.7 Training. Employees who participate in training activities either during or outside of their regularly scheduled work shift shall be compensated consistent with the FLSA and IRS regulations. "Training activities" shall include time spent in training, including meal periods on the employee's regularly scheduled off-duty day.

ARTICLE 16: DISCIPLINE

- 16.1 The City may reprimand, suspend, demote or discharge an employee for just cause. Probationary employees are not subject to just cause provisions and do not have access to the grievance procedure. The employees are on notice that the City may initiate disciplinary action for the reasons listed in the City's Personnel Policies and IPD Policy manual.

- 16.2 The parties agree that the primary objective of progressive discipline is to assist the employee with performance improvement or to correct misconduct. The parties further recognize that the principles of progressive discipline are determined on a case-by-case basis, given the nature of the problem and behavior. To these ends, in order of increasing severity, the disciplinary actions the City may take include:
- A. Oral and/or Written Warning (not included in City Personnel file and removed after 12 months) Oral and Written Warning will not be subject to the grievance procedure.
 - B. Written Reprimand;
 - C. Suspension;
 - D. Demotion;
 - E. Termination.
- 16.3 In cases where the City determines a need to interview an employee regarding a matter for which they may reasonably believe discipline is warranted, the City will provide the affected employee sufficient notice and an opportunity to request the presence of an Association representative. Within thirty (30) days of completing its investigation the City will notify the employee of its intent, if any, to discipline. Prior to imposing disciplinary action, except for oral and written warnings, requiring a pre-disciplinary hearing, the City shall provide the employee written notice 48 hours prior to the pre-disciplinary hearing. The written notice shall include the following: the reason(s) for discipline, the facts supporting the discipline, the form of the discipline to be imposed, and the effective date of the discipline. The employee may have a representative of their choice at the hearing.

ARTICLE 17: GRIEVANCE PROCEDURE

- 17.1 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 demotion, suspension, or termination, the grievance will begin at Step 2:

17.1.1 Step 1 - A grievance shall be presented to the employee's immediate Supervisor by the aggrieved employee and/or his representative, within fourteen (14) calendar days of the occurrence of such grievance or knowledge of its occurrence by either the employee or the Association. The immediate Supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify the employee in writing within fourteen (14) calendar days.

17.1.2 Step 2 - If the employee is not satisfied with the solution by the immediate Supervisor, the grievance, in writing with particulars (i.e., Articles allegedly violated, pertinent facts, and remedy sought) may be presented to the Police Chief within fourteen (14) calendar days, after which the Police Chief shall attempt to resolve the matter and notify the employee in writing within fourteen (14) calendar days. [assume grievance is denied]

17.1.3 Step 3 - If the employee is not satisfied with the solution by the Police Chief, the grievance, in writing, may be presented within fourteen (14) calendar days to the City Administrator, after which the City Administrator shall attempt to resolve the matter and notify the employee in writing within fourteen (14) calendar days. [assume grievance is denied]

17.1.4 Step 4 - If the grievance is not resolved by the City Administrator, the grievance may be referred within thirty (30) calendar days to an arbitrator by the Association. If the Association and the Employer are unable to agree upon an arbitrator, they shall

jointly request that the Washington State Public Employment Relations Commission provide a list of nine (9) 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/her 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.

17.1.4.1 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.

17.1.4.2 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 Sections 17.1.1 or 17.1.2, 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.

17.1.4.3 An employee taking an appeal on any matter under the jurisdiction of the Civil Service Commission shall have waived the right to take the same issue through the grievance procedure of this contract and vice versa.

17.1.5 Time Limits: Time limits within the above grievance procedure may be waived or extended by mutual agreement of both parties.

ARTICLE 18: PERFORMANCE OF DUTY

- 18.1 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.
- 18.2 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.
- 18.3 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 19: SAVINGS CLAUSE

- 19.1 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

06/13/19

complied with unless any of such provisions shall be declared invalid or inoperative by a Court of final jurisdiction.

- 19.2 Should any provision of this Agreement and/or any attachments hereto be held invalid by operation of Law or by a 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.
- 19.3 The Association and Employer agree to work toward compliance with the Americans with Disabilities Act (ADA).

ARTICLE 20: LABOR MANAGEMENT COMMITTEE

- 20.1 The City and the Association agree that cooperation between labor and management is important and that from time to time suggestions and concerns of a general nature affecting the Association and the City may need consideration. The City and the Association agree that the establishment of the Labor Management Committee (LMC) serves as a positive effort and cooperative effort to handle such considerations. The makeup of the LMC would consist of Association representatives designated by the Association and Management of the Department. The LMC shall meet upon the request of either party. The purpose of discussing and facilitating suggestions and or concerns which may arise between the parties other than those for which another procedure is provided by law or by other provisions of this Agreement.
- 20.2 Prior to its first meeting the City and the Association will arrange for training through the Public Employment Relations Commission.

ARTICLE 21: DURATION

- 21.1 This Agreement shall be effective January 1, 2017 (and shall remain in full force and effect through December 31, 2020, unless otherwise provided for herein, and shall remain in effect during the course of negotiations on a new Agreement.
- 21.2 Within nine (9) months prior to the termination date of this Agreement, the Association or the Employer shall have the right to open this Agreement for the purpose of renegotiating changes in the Agreement.

ISSAQUAH POLICE SUPPORT SERVICES ASSOCIATION

CITY OF ISSAQUAH, WASHINGTON

By 
 Allen Hensley, President

By 
 Mary Lou Pauly, Mayor

Date July 22, 2019

Date July 25, 2019

APPENDIX A
to the
AGREEMENT
by and between
CITY OF ISSAQUAH, WASHINGTON
and
ISSAQUAH POLICE SUPPORT SERVICES ASSOCIATION

January 1, 2017 - December 31, 2020

This appendix is supplemental to the AGREEMENT by and between the CITY OF ISSAQUAH, WASHINGTON, hereinafter referred to as the EMPLOYER, and the ISSAQUAH POLICE SUPPORT SERVICES ASSOCIATION, hereinafter referred to as the ASSOCIATION.

A.1 Classifications covered by this agreement are as follows:

Corrections Transport Officer. This class is authorized and expected to transport felons and carry weapons, including a firearm.

Corrections Officer. This class guards and protects Issaquah jail inmates and provides related custody services. This class may also receive training in and assignments to transport non-felonious inmates. No firearm is carried in connection with such transport work.

Police Communications Specialist. Provides 911 call receiving and police dispatching services as described in class specification.

Lead Police Records Specialist. Leads records unit as described in class specification for Records Lead.

Lead Police Records Specialist (qualified). This position leads the records unit as described in the class specification for Records Lead and, in addition, performs fully qualified Police Communications Specialist back-up work when relieving Communication Specialist as needed.

Police Records Support Specialist. This class performs the records duties of a Police Records Specialist and, in addition, performs fully qualified Police Communications Specialist back-up work. All Records Specialist employees are free to allocate to this class, however employees must be certified for Issaquah communications work, and further, must be willing to be assigned to perform work in the communications center during an employee's regularly assigned Records shift. The allocation to this class is voluntary on a renewing six (6) month basis with employee approval. If an employee does not voluntarily renew their allocation to this class they will be allocated to the class and in-kind pay step of Records Specialist, and thus not receive the wage differential paid the Police Records Support Specialist class. If an employee does not renew their allocation to Police Records Support Specialist for eighteen (18) months they will forfeit their certification to work as a Police Records Support Specialist.

APPENDIX A (Cont.)

Police Records Specialist. This class performs police records and related support work as described in the specification for Records Assistant.

A.2 Wage Addendum (Pursuant to Article 8.1):

REVISED SALARY AND WAGE SCHEDULE

A.2.1 2017 Wages: Effective January 1, 2017, the rates of pay for each classification listed below and in effect on December 31, 2016, shall be the same as in 2016. However, the City will also pay all eligible employees a lump sum amount equal to one and eight tenths percent (1.8%) of the employee's gross earned compensation received between January 1, 2017 and December 31, 2017, minus payroll taxes. Gross earnings are defined as regular earnings plus any overtime.

A.2.2 2018 Wages: Effective January 1, 2018, the rates of pay for each classification listed below and in effect on December 31, 2017 shall be increased by two percent (2.0%).

A.2.3 2019 Wages: Effective January 1, 2019, the rates of pay for each classification listed below and in effect on December 31, 2018 shall be increased by two percent (2.0%).

A.2.4 2020 Wages: Effective January 1, 2020, the rates of pay for each classification listed below and in effect on December 31, 2019 shall be increased by two percent (2.0%).

A.2.5 Retroactivity: Employees active and working on the date that the contract is ratified by the Association shall receive the lump sum amount for 2017, as described in A.2.1, and retroactive pay for all pay periods between January 1, 2018 and the date the contract is ratified, minus applicable payroll taxes. Earned/compensated wages includes salary and overtime pay.

Effective 1/1/15, the MEP program will be eliminated and effective 1/1/16 will be replaced by adding steps G and H. Employees hired prior to 1/1/15 shall then be eligible for Steps A through H.

MEP History:

Effective 1/1/15, the MEP program will be eliminated and effective 1/1/16 will be replaced by adding steps G and H. Employees hired prior to 1/1/15 shall then be eligible for Steps A through H.

Administration:

a) Employees hired prior to 1/1/15 who are at step F in 2015 will be moved to step G or H depending upon their MEP eligibility rate on January 1, 2016.

APPENDIX A (Cont.)

- b) Employees hired after 1/1/15 are eligible for Steps A through F. Steps G and H shall be at the same level as Step F. The parties agree to revisit increases to Steps G and H for employees hired on or after 1/1/15, during subsequent contract negotiations. In the meantime, these employees shall not be eligible for Steps G or H.***
- c) Step G represents the 5% MEP eligible employee's pay and step H represents the 7% MEP eligible employee's pay, as understood in the prior CBA between the parties.***
- d) Eligibility for advancement: Employees not at Step F will continue to be eligible to advance to Step G based on their annual review date. Before an employee can move to Step H, the employee must be at Step G for forty-eight (48) months.***
- e) Lateral employees who are hired into a Step above Step A shall be credited with an equivalent number of months of service, for purposes of step advancement, commensurate with whatever Step the employee was placed into when hired.***

APPENDIX A (Cont.)

Salary and Wage Tables:

Communications Specialist (2184 hr work year)	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
2017 (plus 1.8% lump sum)	\$23.23	\$24.39	\$25.61	\$26.87	\$28.21	\$29.65	\$31.14	\$31.73
2018 (includes 2.0% adjustment)	\$23.69	\$24.88	\$26.12	\$27.41	\$28.77	\$30.24	\$31.76	\$32.36
2019 (includes 2.0% adjustment)	\$24.17	\$25.38	\$26.64	\$27.96	\$29.35	\$30.85	\$32.40	\$33.01
2020 (includes 2.0% adjustment)	\$24.65	\$25.88	\$27.18	\$28.51	\$29.94	\$31.46	\$33.05	\$33.67
Corrections Officer	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
2017 (plus 1.8% lump sum)	\$4,365	\$4,582	\$4,813	\$5,054	\$5,306	\$5,572	\$5,851	\$5,962
2018 (includes 2.0% adjustment)	\$4,452.30	\$4,673.64	\$4,909.26	\$5,155.08	\$5,412.12	\$5,683.44	\$5,968.02	\$6,081.24
2019 (includes 2.0% adjustment)	\$4,541.35	\$4,767.11	\$5,007.45	\$5,258.18	\$5,520.36	\$5,797.11	\$6,087.38	\$6,202.86
2020 (includes 2.0% adjustment)	\$4,632.17	\$4,862.46	\$5,107.59	\$5,363.35	\$5,630.77	\$5,913.05	\$6,209.13	\$6,326.92
Corrections Transport Officer	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
2017 (plus 1.8% lump sum)	\$4,813	\$5,056	\$5,310	\$5,573	\$5,853	\$6,145	\$6,452	\$6,575
2018 (includes 2.0% adjustment)	\$4,909.26	\$5,157.12	\$5,416.20	\$5,684.46	\$5,970.06	\$6,267.90	\$6,581.04	\$6,706.50
2019 (includes 2.0% adjustment)	\$5,007.45	\$5,260.26	\$5,524.52	\$5,798.15	\$6,089.46	\$6,393.26	\$6,712.66	\$6,840.63
2020 (includes 2.0% adjustment)	\$5,107.59	\$5,365.47	\$5,635.01	\$5,914.11	\$6,211.25	\$6,521.12	\$6,846.91	\$6,977.44
Police Records Specialist Lead	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
2017 (plus 1.8% lump sum)	\$4,211	\$4,421	\$4,642	\$4,873	\$5,116	\$5,375	\$5,643	\$5,751
2018 (includes 2.0% adjustment)	\$4,295.22	\$4,509.42	\$4,734.84	\$4,970.46	\$5,218.32	\$5,482.50	\$5,755.86	\$5,866.02
2019 (includes 2.0% adjustment)	\$4,381.12	\$4,599.61	\$4,829.54	\$5,069.87	\$5,322.69	\$5,592.15	\$5,870.98	\$5,983.34
2020 (includes 2.0% adjustment)	\$4,468.75	\$4,691.60	\$4,926.13	\$5,171.27	\$5,429.14	\$5,703.99	\$5,988.40	\$6,103.01
Police Records Support Specialist	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
2017 (plus 1.8% lump sum)	\$4,012	\$4,211	\$4,421	\$4,642	\$4,873	\$5,116	\$5,372	\$5,474
2018 (includes 2.0% adjustment)	\$4,092.24	\$4,295.22	\$4,509.42	\$4,734.84	\$4,970.46	\$5,218.32	\$5,479.44	\$5,583.48
2019 (includes 2.0% adjustment)	\$4,174.08	\$4,381.12	\$4,599.61	\$4,829.54	\$5,069.87	\$5,322.69	\$5,589.03	\$5,695.15
2020 (includes 2.0% adjustment)	\$4,257.57	\$4,468.75	\$4,691.60	\$4,926.13	\$5,171.27	\$5,429.14	\$5,700.81	\$5,809.05
Police Records Specialist	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
2017 (plus 1.8% lump sum)	\$3,818	\$4,012	\$4,211	\$4,421	\$4,642	\$4,873	\$5,117	\$5,214
2018 (includes 2.0% adjustment)	\$3,894.36	\$4,092.24	\$4,295.22	\$4,509.42	\$4,734.84	\$4,970.46	\$5,219.34	\$5,318.28
2019 (includes 2.0% adjustment)	\$3,972.25	\$4,174.08	\$4,381.12	\$4,599.61	\$4,829.54	\$5,069.87	\$5,323.73	\$5,424.65
2020 (includes 2.0% adjustment)	\$4,051.69	\$4,257.57	\$4,468.75	\$4,691.60	\$4,926.13	\$5,171.27	\$5,430.20	\$5,533.14

APPENDIX A (Cont.)

- A.4 STEPS A to B, B to C, C to D, D to E, E to F, F to G and G to H are STEP increases which become effective upon completion of the specified months of employment identified herein. These STEP increases are based on the employee performing adequately at a satisfactory rate of improvement. The length of time at each step is adjusted by this Agreement as provided on the attached pay schedule.
- A.5 The rates of pay are the minimum rates of pay. Nothing shall prohibit the Employer from paying in excess of the minimum amounts.
- A.6 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.8 Specialty Incentive Pay. Corrections Officers and Police Communication Specialists assigned to serve as a Field Training Officer (FTO) shall be paid, when performing all the responsibilities assigned as the designated Field Training Officer, as follows:
- 4% of the maximum hourly range for their assigned job classification rounded to the nearest penny.
- A.9 Physical Fitness incentive Pay. A Corrections Officer who completes a physical fitness program approved by the Employer shall be eligible to receive a Physical Fitness Pay equal to one percent (1%) of his/her monthly salary. This Physical Fitness Incentive Merit Pay shall be approved by the Department Director and City Administrator and shall be subject to final approval of the Mayor. Physical Fitness Incentive Pay will be paid monthly based on a six (6) months qualification test administered in December of the previous year and then another six (6) months qualification test administered in June for the balance of remaining six (6) months of the year.

ISSAQUAH POLICE SUPPORT
SERVICES ASSOCIATION

By 
Allen Hensley, President

Date July 22, 2019

CITY OF ISSAQUAH, WASHINGTON

By 
Mary Lou Pauly, Mayor

Date July 25, 2019

APPENDIX B
to the
AGREEMENT
by and between
CITY OF ISSAQUAH, WASHINGTON
and
ISSAQUAH POLICE SUPPORT SERVICES ASSOCIATION

January 1, 2017 – December 31, 2020

This appendix is supplemental to the AGREEMENT by and between the CITY OF ISSAQUAH, WASHINGTON, hereinafter referred to as the EMPLOYER, and the ISSAQUAH POLICE SUPPORT SERVICES ASSOCIATION, hereinafter referred to as the ASSOCIATION.

B.1 Bill of Rights. All employees within the Association shall be entitled to the protection of what shall hereafter be termed as the "Employee'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 ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated:

B.1.1 Whenever the employer decides to initiate an investigation that may lead to disciplinary action, the employer shall provide the employee notice of the investigation, excluding an allegation of criminal conduct or those incidents which involve current or on-going conduct which is considered to be a serious violation of a law, department rules or regulations and such notification could hamper a successful investigation. The employee shall be informed in writing 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/her of the allegations of such complaint.

B.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.

B.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, prior to the interview, shall be afforded an opportunity and facilities to contact and consult privately with an attorney of his/her own choosing, and at his/her own expense, and/or a representative of the Association. The representative may be present during the interview and allowed to participate to the extent allowable by law.

B.1.4 The questioning shall not be overly long and the employee shall be entitled to reasonable intermissions as he/she shall request for personal necessities, meals, telephone calls, and rest periods.

B.1.5 The employee shall not be subjected to any offensive language, nor shall he/she be threatened with dismissal, transfer, or other disciplinary punishment as a guide to attempt to obtain his/her resignation, nor shall the employee be intimidated in any other

manner. Neither promises nor rewards shall be made as an inducement to answer questions.

B.1.6 No employee 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.

B.1.7 The employee will be required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which she/he is entitled under the collective bargaining agreement, and Issaquah's rules and regulations. Prior to any questioning where the employee is the focus of an administrative investigation, the employee shall, if applicable, be advised of the following:

You are about to be questioned as part of an administrative investigation being conducted by the Issaquah Police Department. You are hereby ordered to answer the questions that are put to you that relate to your conduct and/or job performance, and to cooperate with this investigation. You are required to answer questions relating to the performance of your official duties or fitness for duties. Your failure to cooperate with this investigation can be the subject of disciplinary action in and of itself, including dismissal. The statements you make or evidence gained as a result of this required cooperation may be used for administrative purposes but will not be used or introduced into evidence in a criminal proceeding.

B.1.8 Upon completion of the administrative investigation and the Employer's review of the case, the employee under investigation shall be informed of the results, i.e., whether the complaint was not accepted, exonerated, unfounded, not sustained, sustained or other misconduct found.

B.1.9 After the investigation is completed and the findings are that the complaint has been sustained or other misconduct found, the employee may, upon request be furnished with a copy of the completed report(s) of the investigation and opportunity to review all known material facts of the matter. The employee shall be advised of the investigation's findings and any future action to be taken on the incident.

B.1.10 Prior to making a final determination of disciplinary action, a Loudermill hearing will be conducted between a representative of the Employer and the impacted employee. The Employer will notify the employee in writing of the contemplated discipline and provide the employee with a copy of the completed investigative report.

B.1.11 The employee will have a minimum of three (3) working days to review the case. This period may be extended if the employee has legitimate justification for an extension.

B.1.12 During the Loudermill hearing, the employee will be afforded the opportunity to present any mitigating evidence he/she deems pertinent; the employee may submit the information orally, in writing, or by and through their designated representative. The session may be recorded by either party provided all participants the employee concur consents, in accordance with state law requirements. Upon request, the employee shall be given a copy of any tape-recording made by the employer and the employer shall be given a copy of any tape recording made by the employee. The employee may be represented at the conference by his/her representative.

B.1.13 Following a consideration of any additional information provided by the impacted employee, the final determination will be made. The employee will be notified in writing of the final determination and provided with a copy of any additional documents generated through the due process meeting process.

**ISSAQUAH POLICE SUPPORT
SERVICES ASSOCIATION**

By 
Allen Hensley, President

Date July 22, 2019

CITY OF ISSAQUAH, WASHINGTON

By 
Mary Lou Pauly, Mayor

Date July 25, 2019

APPENDIX C
to the
AGREEMENT
by and between
CITY OF ISSAQUAH, WASHINGTON
and
ISSAQUAH POLICE SUPPORT SERVICES ASSOCIATION

Premium Sharing

January 1, 2017 - December 31, 2020

This Appendix is supplemental to the agreement by and between the CITY OF ISSAQUAH, WASHINGTON, hereinafter referred to as the EMPLOYER, and the ISSAQUAH POLICE SUPPORT SERVICES ASSOCIATION, hereinafter referred to as the ASSOCIATION.

Premium Sharing
City Plan Employee Contribution rate

Plan 1 – Premera – Your Choice - \$0 Annual Deductible (Changes to this plan will be implemented January 1, 2020)	Employee premium share with Wellness Participation **
Employee	6%
Employee	6%
Spouse	10%
1st dependent	10%
2nd dependent	10%

Plan 1 A – Premera – Your Choice - \$0 Annual Deductible (Changes to this plan will be implemented January 1, 2020)	Employee premium share without Wellness Participation **
Employee	12%
Spouse	16%
1st dependent	16%
2nd dependent	16%

Plan 2 – Premera – Your Choice - \$500 Annual Deductible (eliminated January 1, 2019)	Employee premium share without Wellness Participation **
Employee	10%
Spouse	15%
1st dependent	15%
2+ dependents	15%

Plan 3 – Premera – Your Future - HDHP/HSA	Employer contribution with Wellness Participation - \$3,350 employee, full family \$6650 **
Employee	0%
Spouse	0%
1st dependent	0%
2nd dependent	0%

Plan 3 A – Premera – Your Future - HDHP/HSA	Employer contribution without Wellness Participation ; employee \$2,850 ; full family \$5,650 **
Employee	0%
Spouse	0%
1st dependent	0%
2nd dependent	0%

Plan 4 - Group Health \$10-co-pay (changed to Kaiser Permanente \$200 deductible Plan January 1, 2018)	Employee premium share with Wellness participation**
Employee	6%
Employee	6%
Spouse	10%
1st dependent	10%
2nd dependent	10%

Plan 4 A - Group Health \$10-co-pay (Changed to Kaiser Permanente \$200 deductible plan January 1, 2020)	Employee premium share without Wellness participation
Employee	12%
Spouse	16%
1st dependent	16%
2nd dependent	16%

**

****See Health & Wellness Incentive
Program**

**ISSAQUAH POLICE SUPPORT
SERVICES ASSOCIATION**

By 
Allen Hensley, President

Date July 22, 2019

CITY OF ISSAQUAH, WASHINGTON

By 
Mary Lou Pauly, Mayor

Date July 25, 2019

APPENDIX D
to the
AGREEMENT
by and between
CITY OF ISSAQUAH, WASHINGTON
and

ISSAQUAH POLICE SUPPORT SERVICES ASSOCIATION

Affordable Care Act (ACA)

January 1, 2017 - December 31, 2020

This Appendix is supplemental to the agreement by and between the CITY OF ISSAQUAH, WASHINGTON, hereinafter referred to as the EMPLOYER, and the ISSAQUAH POLICE SUPPORT SERVICES ASSOCIATION, hereinafter referred to as the ASSOCIATION.

If the City's existing medical plan(s) become subject to the Affordable Care Act excise tax, commonly referred to as the "Cadillac Tax", the parties will meet to negotiate changes to bring the plan(s) under the Cadillac Tax threshold. If the parties are unable to agree, the City reserves the right to make such changes, with ninety (90) days' notice to the union of the decision to make the changes and the nature of the changes, and the union waves bargaining over the decision but reserves the right to bargain impacts.

**ISSAQUAH POLICE SUPPORT
SERVICES ASSOCIATION**

CITY OF ISSAQUAH, WASHINGTON

By _____

Allen Hensley, President

By _____

Mary Lou Pauly, Mayor

Date _____

Date _____

City of Issaquah

Health & Wellness Incentive Program

Goals:

- Engage employees in their health
- Improve employee's health
- Maintain and preferably reduce medical claims cost trend
- Improve productivity and reduce absenteeism

Eligible Population

- Employees, spouses, domestic partners **covered** under the health plan
- **NOTE: Individuals not covered on the medical plan can participate, but they will NOT receive an incentive.**

Requirements for Incentive Plan

In order to achieve the incentive, **ALL** three requirements **MUST** be fulfilled.

1. Biometric Testing – Completion

▪ Specifics

- Measured height and weight, Calculated BMI
- Fasting Cholesterol panel
 - Total Cholesterol, LDL, HDL and Triglycerides
- Fasting Blood Sugar
- Blood Pressure

▪ Options

- Onsite testing
- Physician Fax Form
 - An eligible employee, spouse or domestic partner can either fax into Worksite Wellness the lab report with the above results OR have their physician do so as long as the results have been done within 12 months prior to the onsite testing.

2. Health Risk Assessment – Completion

- Online
- Note: Computers will be available onsite with assistance available. Work time will be allocated for the completion of the health risk assessment.

3. Non-Smoker or non- tobacco Attestation user as of a specified date to be determined or a commitment to quit smoking or using tobacco in 2013

Notes:

- NEW HIRES: Employees and dependents will receive the lower monthly premiums for the year they were hired. However, participation shall be required in the next bio-metric testing period in order to qualify for the lower monthly premium for the subsequent year. Non-participation or failure to qualify will result in the higher monthly premiums.

All four sections below must be met in order to achieve the lower premium

1. **Biometric Testing – Completion**

- **Specifics**
 - Measured height and weight, Calculated BMI
 - Fasting Cholesterol panel
 - Fasting Blood Sugar (hemoglobin A1C for known diabetics)
 - Blood Pressure
- **Options**
 - Onsite
 - Physician Fax Form

2. **Biometric Testing - Achievement (2 parameters out of 4 must be met*)**

- **Body Mass Index**
 - Less than 30
 - OR a 5% improvement in weight from the previous year program measure
- **Blood Pressure**
 - Less than 140/90 (Stage I Hypertension)
 - Note: Both the Systolic (top number) and Diastolic (bottom number) need to be below the defined target.
 - OR a 5% improvement in BOTH the systolic AND diastolic measures from the previous year program measure
- **LDL (Bad) Cholesterol**
 - Equal to or less than 130
 - OR a 5% improvement from the previous year program measure
- **Blood Sugar**
 - Equal to or less than 115
 - Note: If someone is known to have diabetes, they can achieve this parameter by either having;
 - A fasting blood sugar equal to or less than 126 OR preferably
 - A hemoglobin A1C less than 8
 - **Note:** There is no % improvement for this measure since above these measures a person would be diagnosed as having diabetes with two fasting readings above 126. A person with diabetes should try to achieve a certain standard of hemoglobin A1C, which is a three month report card of blood sugar control. Ideally, a hemoglobin A1C for a person with diabetes should be below 6.5 – 7.0 depending on the reference.

3. **Health Risk Assessment – Completion**

- Online

4. **Non- Smoker or non- tobacco user Attestation**

***Availability of reasonable accommodation** - If a condition exist that makes it unreasonably difficult or medically inadvisable for a member to achieve the results as stipulated under the *Biometric Testing – Achievement* portion of the Wellness Incentive Program, an alternative goal may be submitted by the member’s healthcare provider prior to the beginning of the plan year.

**ISSAQUAH POLICE SUPPORT
SERVICES ASSOCIATION**

By 
Allen Hensley, President

Date July 22nd, 2019

CITY OF ISSAQUAH, WASHINGTON

By 
Mary Lou Pauly, Mayor

Date July 25, 2019