

# **AGREEMENT**

*by and between*

**CITY OF ISSAQUAH, WASHINGTON**

*and*

**ISSAQUAH POLICE OFFICERS' ASSOCIATION**

**(REPRESENTING THE LAW ENFORCEMENT OFFICERS)**

**January 1, 2020 through December 31, 2022**

# TABLE OF CONTENTS

**ARTICLE 1: DEFINITIONS.....3**

**ARTICLE 2: RECOGNITION, ASSOCIATION MEMBERSHIP AND PAYROLL DEDUCTION .....4**

**ARTICLE 3: NON-DISCRIMINATION .....4**

**ARTICLE 4: HOURS OF WORK .....4**

**ARTICLE 5: OVERTIME AND COMPENSATORY TIME .....6**

**ARTICLE 6: CALLBACK, COURT TIME AND STANDBY PAY.....7**

**ARTICLE 7: NON-PYRAMIDING.....8**

**ARTICLE 8: WAGES .....8**

**ARTICLE 9: HOLIDAYS .....9**

**ARTICLE 10: VACATIONS .....10**

**ARTICLE 11: SICK LEAVE, MODIFIED DUTY AND FAMILY LEAVE .....11**

**ARTICLE 12: HEALTH AND WELFARE INSURANCE BENEFITS .....12**

**ARTICLE 13: UNIFORM/CLOTHING/EQUIPMENT AND SUPPLIES .....14**

**ARTICLE 14: EDUCATIONAL INCENTIVE.....15**

**ARTICLE 15: MANAGEMENT RIGHTS .....15**

**ARTICLE 17: MISCELLANEOUS.....16**

**ARTICLE 17: WARNING LETTER.....17**

**ARTICLE 18: GRIEVANCE PROCEDURE .....18**

**ARTICLE 19: PERFORMANCE OF DUTY.....19**

**ARTICLE 20: SAVINGS CLAUSE .....20**

**ARTICLE 21: DURATION .....20**

**APPENDIX A: WAGES .....25**

**APPENDIX B: DRUG & ALCOHOL TESTING .....25**

**APPENDIX C: CITY OF ISSAQUAH MEDICAL PLANS .....31**

**APPENDIX D: AUTOMATIC VEHICLE LOCATION SYSTEM.....35**

**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 1, 2020 through December 31, 2022**

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 - Bargaining unit members may, at their discretion, become members of the Association. The Employer shall provide the Association the name, address, and telephone number of all new bargaining unit employees. As soon as practicable, the Employer shall provide an opportunity for the Association to meet with new bargaining unit members to discuss Association membership, while the new employee is on-duty.
- 2.3 Payroll Deduction - The Employer shall, when authorized and directed by a member of the Association in writing upon a voluntary authorization form, deduct Association dues and/or assessments from the wages of the employee and forward such sum to the Association. An authorization for payroll deduction may be canceled upon written notice to the Employer and the Association.
- 2.4 Association Officials Time-Off - An Association Official who is an employee in the bargaining unit (no more than one (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 five percent (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 in the form of money for the additional one hundred and ten hours worked each year as a result of the twelve (12) hour shift, to be prorated on a semi-monthly basis. 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 twelve (12) hour shift.

4.2.1 During the spring daylight savings time change Patrol employees working a twelve (12) hour shift will have the choice to either start their shift one (1) hour early or use one (1) hour of leave. During the fall daylight savings time change Patrol employees working a twelve (12) hour shift shall earn one (1) hour of comp time or one (1) 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 1<sup>st</sup>, 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 U.S.C. 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 (1-1/2) 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 (15) minutes with the major portion of fifteen (15) minutes being paid as fifteen (15) 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 sixty (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 supervisor or by an employee with their supervisor's approval for a work-related matter may be compensated in fifteen (15) minute increments at the overtime rate of pay, with the major portion of fifteen (15) minutes paid as fifteen (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, Service Pay) and Appendix A.6 (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 Appendix A.6 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	Veteran's Day
Martin Luther King, Jr.'s Birthday	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor 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 shift shall receive a total of ninety-six (96) "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-eight (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 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-eight (48) 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 ninety-six (96) 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/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.
- 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:

Upon Completion Of	Hours Per Month	Hours Per Year
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 be allowed to carry over up to 960 hours of sick leave from year to year. Any hours in excess of 960 at the time of carryover shall be forfeited.

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.

11.2 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.
- Bona fide 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. Employees shall receive paid bereavement leave for the employee's entire shift for up to three (3) days of the seven (7) day absence; all three (3) days of paid bereavement leave must be used within fourteen (14) consecutive calendar days. Sick leave may be used for additional absence not covered by the three (3) day paid bereavement leave. 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.
- Any other reason provided by 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.

11.6 Sick Leave Cash-Out – Upon leaving employment with the City, an employee with five (5) years of service who leaves the City in good standing may receive one percent (1%) per year of service (to a maximum of twenty-five percent [25%]) of the dollar value of their sick leave accrual balance. This amount will be paid to the employee upon separation from the City.

## 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 dental coverage and eighty percent (80%) of the premium necessary for purchase of dependent dental coverage for the following insurance plans:

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.

The Employer shall pay each month the percentage of medical premiums for employees and dependents set forth in Appendix C. Employees and dependents may qualify for the Wellness rates annually; once qualified for the Wellness rates under the City's Wellness Program Document, which is set forth in Appendix C.5, the employees and dependents shall receive the Wellness rate for the entire calendar year. Once the qualification takes place, the employee will qualify annually and the qualification resets each calendar year thereafter under the City's Wellness Program Document. The details of how employees and dependents qualify for the Wellness rate are set out in Appendix C.5.

Each Employee shall select one of the City's Medical plans set forth in Appendix C. Each Employee may change from the Medical plan in Appendix C that the Employee selected to a different Medical plan in

Appendix C during the annual open enrollment period (typically during the month of October) if so desired. Notice of the change from one Medical plan to a different Medical plan must be given to the Employer during open enrollment of the prior year, typically held during the month of October each year. The change to the coverage will begin effective January 1<sup>st</sup> of the following year.

New employees shall be eligible for Medical benefits the first day of the first month following employment.

12.1.1 Effective January 1, 2020, the Employer shall no longer offer the Premera Plus Network to employees.

12.1.2 The Employer shall provide three thousand and one hundred dollars (\$3100.00) 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. This benefit will expire at the end of the 2020 payroll year (December 15, 2020). Effective January 1, 2021, for any employee who selects Delta Dental, the Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee orthodontia coverage and eighty percent (80%) of the premium necessary for the purchase of dependent orthodontia coverage. The orthodontia plan provided will be Association of Washington Cities Orthodontia Plan V (offered through the AWC Benefit Trust).

12.1.3 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.

12.1.4 Health Reimbursement Account (HRA) – Regular, full-time employees shall be eligible for \$750 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. Effective January 1, 2019, HRA funds will be “limited-use,” meaning employees may not use HRA funds for non-covered medical expenses that would result in HRA funds being counted towards the Affordable Care Act’s (ACA’s) Cadillac Tax Threshold. This benefit shall expire during the term of the current Agreement. The Employer shall continue to contribute the funds through December 31, 2021, but will contribute no additional funding thereafter. Employees will continue to have access to existing funding through 2022.

12.2 ACA Tax Avoidance Committee – The Employer and the Association agree that it is in the best interest of the parties to avoid paying the Affordable Care Act’s excise tax on high-cost health plans (“Cadillac Tax”). To this end, the parties agree to participate in a City-wide collaborative labor-management committee

("ACA Tax Avoidance Committee") for the purpose of discussing future ways the City may avoid paying the Cadillac Tax and comply with new ACA requirements. The Association's participation in the ACA Tax Avoidance Committee does not constitute bargaining or alter the parties' rights and obligations under the Public Employees Collective Bargaining Act. The parties intend that the Employer may use and/or consider the ACA Tax Avoidance Committee's ideas when preparing for negotiations for successor collective bargaining agreements; however, participation in this Committee will not impact or hinder the ability of either party to use the impasse resolution process, including interest arbitration, as defined by the Public Employees Collective Bargaining Act. The Association's obligation to participate in the ACA Tax Avoidance Committee ends if the Cadillac Tax is repealed.

No Association members will be required to attend ACA Tax Avoidance Committee meetings during their personal time.

12.3 Vision Hardware – Effective January 1, 2022, the employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of vision hardware insurance. The plan provided shall provide a two hundred dollar (\$200) per person per year vision hardware benefit.

12.4 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.

12.5 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 Compensated 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).

### 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 shall provide each employee assigned to detective a yearly clothing allowance of \$400.
- 13.6 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. Educational Incentive Merit Pay will be phased out during the term of the Agreement and will not be available for any training obtained after December 31, 2020.

#### **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 ensure 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, interviews 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 thirty (30) 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 twenty-one (21) 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 twenty-one (21) calendar days.
- 19.1.5 STEP 4 - If the grievance is not resolved by the City Administrator, the Association may refer the grievance within twenty-one (21) 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. Grievances are deemed withdrawn if the matter is not moved to the next step within the prescribed amount of time, unless timelines have been waived or extended in accordance with Section 19.1.8.

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 recognize 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 41.06.250.

- 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, 2022, unless otherwise provided for herein and shall remain in effect during the course of negotiations on a new Agreement. All wage increases shall be effective as set forth in Appendix A of this Agreement.

## APPENDIX A: WAGES

### A.1 Rates of Pay –

- A.1.1 The pay rates in effect December 31, 2019 shall remain in effect through December 31, 2020.
- A.1.2 Effective January 1, 2021, the City shall implement a new pay range, as included below. No employee's wage shall be decreased as a result of implementation of the new pay range. Upon implementation of the new pay range and effective January 1, 2021, employees shall receive a one percent (1.0%) cost of living adjustment.
- A.1.3 Effective January 1, 2022, the pay rates in effect on December 31, 2021 shall be increased by the positive changes in the Seattle Tacoma Bellevue June 2020 to June 2021 CPI-U.

### A.2 Wages

#### 2020 Wages

<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>	<u>STEP G</u>
<b><i>Months of Service at each step prior to progressing to the next step</i></b>	6 months	12 months	12 months	12 months	12 months	48 months	
Police Officer	\$6,300.76	\$6,545.86	\$6,799.32	\$7,065.28	\$7,409.48	\$7,923.68	\$8,075.94

#### 2021 New Wage Table (not including 1.0% cost of living adjustment)

Grade	Classification Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
		<i>Months of service:</i>	6 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	
P010	Police Officer	Annual	\$77,286	\$79,676	\$82,141	\$84,681	\$87,300	\$90,000	\$92,700	\$95,481	\$98,345
		Monthly	\$6,440.51	\$6,639.70	\$6,845.05	\$7,056.75	\$7,275.00	\$7,500.00	\$7,725.00	\$7,956.75	\$8,195.45
		Pay Period	\$3,220.25	\$3,319.85	\$3,422.52	\$3,528.38	\$3,637.50	\$3,750.00	\$3,862.50	\$3,978.38	\$4,097.73

#### 2021 New Wage Table (including 1.0% cost of living adjustment)

Grade	Classification Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
		<i>Months of service:</i>	6 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	
P010	Police Officer	Annual	\$78,059	\$80,473	\$82,962	\$85,528	\$88,173	\$90,900	\$93,627	\$96,436	\$99,329
		Monthly	\$6,504.91	\$6,706.09	\$6,913.50	\$7,127.32	\$7,347.75	\$7,575.00	\$7,802.25	\$8,036.32	\$8,277.41
		Pay Period	\$3,252.46	\$3,353.05	\$3,456.75	\$3,563.66	\$3,673.88	\$3,787.50	\$3,901.13	\$4,018.16	\$4,138.70

- A.3 Corporal Wages – Employees in the Corporal classification shall receive compensation in the form of a 6.5% differential above the Police Officer wage. A promotion from the Police Officer classification to the Corporal classification does not affect or alter the employee's pay step placement or when the employee is eligible for his or her next pay step increase.

- A.4 Step increases are typically automatic upon an employee completing the months of service required at each step. In the event that an employee is not performing adequately at a satisfactory rate of improvement, step increases may be withheld until performance improves, at the discretion of the Police Chief.
- A.5 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.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.7 Master Employee - All employees who have attained STEP F or greater are eligible for a "Master Employee" merit payment. Pay at this level shall be only for performance of projects set forth in the Individual Employee Action Plan. An employee placed on a Performance Improvement Plan (PIP) will receive a pro-rated MEP payment for the portion of the year the employee is not on a Performance Improvement Plan. 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>Eligible For</u> <u>Master Employee Pay (MEP)</u>	<u>Maximum Percentage</u> <u>Annual Salary</u>
Attainment of Step F or greater	3%

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.7.1 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.7.2 Effective December 31, 2020, the Master Employee pay system shall end. Employees shall receive their 2020 MEP pay in January 2021.
- A.8 Specialty Incentive Pay - An employee assigned to the following specialties shall be eligible to receive Specialty Incentive Pay which shall be paid semi-monthly (pay period) 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
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

Field Training Officer	4% of base hourly rate of pay for hours when a Certified FTO is training another Officer
School Resource officer	2% of monthly rate of pay (stacking permitted)

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.9 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.
- A.10 Service Pay- Employees shall receive service pay based upon their years of service with the Issaquah Police Department. Service pay shall be paid semi-monthly.

<u>Years of Service</u>	<u>Service Pay</u>
15 years	1.75% x the employee's base hourly rate of pay.
20 years	2.75% x the employee's base hourly rate of pay.
25 years	3.75% x the employee's base hourly rate of pay.

- A.11 Longevity Incentive Pay – Beginning January 1, 2021, the Service Pay referenced in A.10 will be replaced with Longevity Premium Pay as follows (as a percentage of base pay):

After 5 <sup>th</sup> year:	3%
After 10 <sup>th</sup> year:	4.5%
After 15 <sup>th</sup> year:	5.5%
After 20 <sup>th</sup> year:	6.5%
After 25 <sup>th</sup> year:	8%

- A.11.1 Employees Eligible for Master Employee Pay as of January 1, 2021 shall be grandfathered into the 5-year longevity premium, regardless of length of service as Police Officers or Corporals with the Issaquah Police Department. These employees shall then be eligible for an increase in longevity premium once they have served the required number of years to receive an increase in rate (e.g. 10 years as a Police Officer or Corporal with the Issaquah Police Department to receive an increase to the 10-year longevity rate).

*A.12 Education Incentive Pay –*

A.12.1 Beginning January 1, 2021, Education Incentive Pay shall be paid as follows (as a percentage of base pay):

AA/AS 1%

BA/BS 2%

A.12.2 Beginning January 1, 2022, Education Incentive Pay shall be paid as follows (as a percentage of base pay):

AA/AS 2%

BA/BS 4%



## **APPENDIX B: DRUG & ALCOHOL TESTING**

### **B.1 Introduction**

- B.1.1 Reporting to work under the influence of alcohol and /or illegal drugs, or the use, sale or possession by an employee of illegal drugs is strictly prohibited and may result in disciplinary action, up to and including termination. Each employee must inform the Employer if they are using prescription or over-the-counter drugs they know or reasonably should know may impair their ability to perform job functions and/or operate machinery such as automobiles. Under appropriate circumstances the Employer may require the employee to provide written medical authorization from a physician to perform various essential job functions while using such drugs. Employees are authorized to use leave if the employee believes he or she cannot perform his or her essential job duties safely.
- B.1.2 A voluntary request by an employee for assistance with his/her own alcohol or drug abuse problem will remain confidential and such abuse, request and treatment/ rehabilitation for alcohol or drug abuse shall not be used as the basis for any disciplinary action provided that the request for assistance is initiated prior to any act leading to an internal investigation or other related disciplinary action.
- B.1.3 Treatment/rehabilitation for alcohol or drug abuse undertaken by an employee following commencement of any internal investigation or other disciplinary action shall be considered by the City in administering discipline to the employee.
- B.1.4 No employee shall be asked to submit to, or be subjected to, any random drug or alcohol testing, unless it is part of a negotiated last chance or return to work agreement.

### **B.2 Definitions**

- A. For the purpose of administration, the following definition of terms is provided:
1. Alcohol - means the intoxicating agent in alcoholic beverages, ethyl alcohol or other low molecular weight alcohols, including methyl or isopropyl alcohol.
  2. Drug - means any substance (other than alcohol) capable of altering the mood, perception, pain level, or judgment of the individual consuming it.
  3. Illegal Drug - means any drug for which sale, purchase, transfer, or unauthorized use or possession is prohibited or restricted by federal or state law or the intentional misuse of a prescription or over-the-counter drug.
  4. Over-the-Counter Drug - means those drugs that are generally available without a prescription and are limited to those drugs that are capable of impairing the judgment of an employee to safely perform the employee's duties.
  5. Prescription - means any drug used in the course of medical treatment and that has been prescribed and authorized for use by a licensed health care professional.

6. Reasonable Suspicion - Reasonable suspicion is based on specific reliable, credible objective facts and reasonable inferences from those facts, that discovery testing will produce evidence of a violation of this rule.
7. Under the Influence - means having alcohol or illegal drugs in the body in excess of the concentration cutoff levels established in this rule.
8. Medical Review Officer (MRO) - is a licensed person with knowledge of substance abuse disorders and familiarity with the characteristics of laboratory test to receive positive alcohol/drug test results from the testing site, analyze and interpret the results, and report to the Chief of Police or his designee those results.

B.3 When Testing is Required - An employee may be required to submit to drug and/or alcohol testing only when there is reasonable suspicion to believe that the employee is at work under the influence of alcohol or illegal drugs. Reasonable suspicion will not be used to harass or intimidate any employee.

B.3.1 The basis for the reasonable suspicion shall be documented in writing prior to or at the time the employee is requested to submit to testing.

B.3.2 An Association representative shall be summoned before the employee is approached and the Association representative shall be present when the employee is first told of the reasonable suspicion, unless obtaining an Association representative will delay the notification required by this section for more than two (2) hours.

B.3.3 Prior to testing, the employee shall be given an opportunity to confer with the Association representative (if readily available), and the employee shall be given an opportunity to explain the reasons for the employee's condition, such as reaction to prescription or over-the-counter drugs, fatigue, exposure to toxic substances, or any other reasons known to the employee, to the City representative telling the employee the basis for reasonable suspicion. The Association representative may be present during this discussion and any testing that occurs. The Employer shall take any information provided into consideration. If the Employer decides to continue to have the employee submit to testing, the Employer must document in writing why reasonable suspicion still exists after the explanation.

Failing a drug and/or alcohol test means that the test showed positive evidence of the presence of a prohibited substance in an employee's system that is at or above the determined threshold level. This determination is made by the MRO. Failing a drug and/or alcohol test shall be referred to as "test positive". Disciplinary action may be taken by the Employer if an employee results "test positive", subject to the provisions of the parties' collective bargaining agreement.

B.4 Collection/Testing Procedures

B.4.1 The Association representative shall be allowed to accompany the employee to the collection site.

B.4.2 Alcohol Testing

1. Alcohol testing will be conducted by a trained Breath Alcohol individual using an Evidential Breath Testing Device which the person has been trained to operate in

conformance with the relevant section of the Washington Administrative Code governing the State toxicologist's Administration of the Breath Alcohol Test Program.

2. Alcohol Breath testing shall take place at a facility that meets the requirements of the State of Washington.
3. The procedures used for conducting all screening and confirmation alcohol tests shall be in conformance to State of Washington Procedures.
4. The cutoff levels for screening and confirmation alcohol tests shall be .02 breath alcohol.
5. The procedures used for reporting the results of alcohol tests shall be made available to each individual officer and the Association.

**B.5 Drug Testing**

- B.5.1 If there is reasonable suspicion to believe impairment other than alcohol is suspected the employee will be transported to a collection site and shall be ordered to provide a blood/urine sample. The basis for the reasonable suspicion shall be documented in writing prior to the employee being transported.
- B.5.2. All specimens for drug testing shall be obtained at a collection site that shall have all necessary personnel, materials, equipment, facilities, and supervision to provide for the collection, security, temporary storage, and shipping or transportation of blood or urine specimens to a certified drug testing location in accordance with the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Mandatory Guidelines for Federal Work Place Testing Programs ("Mandatory Guidelines").
- B.5.3 All specimens shall be collected in conformance with the specimen collection procedures set forth in the Mandatory Guidelines. Handling and transportation of specimen(s) from one authorized individual or place to another shall always be accomplished through chain of custody procedures.
- B.5.4 A split specimen method of collection shall be used and the split specimen method of collection shall be in conformance with the Mandatory Guidelines.
- B.5.5 All blood/urine testing shall be done at a Department of Health and Human Services, Substance Abuse and Mental Health Services Administration certified laboratory and transportation of the specimen to the laboratory shall be in conformance with the Mandatory Guidelines.
- B.5.6 Laboratory security, chain of custody, and analysis procedures shall be in conformance with the Mandatory Guidelines.

- B.5.7 The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used:

Initial Test Level	Nanograms per milliliter (ng/ml)
Amphetamines	1000
Cannabinoids	50
Cocaine metabolites	300
Opiates (codeine / morphine)	3000
Phencyclidine	25
Alcohol	0.02
Synthetic Opiates	3000
Benzodiazepines	300

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

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

Confirmatory Test Level	Nanograms per milliliter (ng/ml)
Amphetamines	500
Cannabinoids	15
Cocaine metabolites	150
Opiates (codeine / morphine)	2000
Phencyclidine	25
Synthetic Opiates	2000
Benzodiazepines	200

- B.5.8 Specimens that test negative on confirmatory tests shall be reported negative and no further testing of these specimens for drugs is permitted
- B.5.9 An essential part of this drug testing program is the final review and reporting of results. The final review and reporting of the results of such drug testing shall be in conformance with the Mandatory Guidelines.

- a. This *review* shall be performed by the Medical Review Officer ("MRO") prior to the transmission of results to the City. A positive test result does not automatically identify an employee as being in violation of this Policy. The MRO will consider alternate medical explanations in conjunction with their review.
- b. The qualifications and responsibilities of the MRO shall be in conformance with the Mandatory Guidelines.
- c. Prior to making a final decision to verify a positive test result, the MRO shall give the employee an opportunity to discuss the test result with him or her in conformance with the Mandatory Guidelines.
- d. Upon notification by the MRO that an employee has a verified positive drug test or refusal to test because of adulteration or substitution, the employee shall have 72 hours from the time of notification to request a test of the split specimen. The request may be verbal or in writing.
- e. When an employee makes a timely request for a test of the split specimen the MRO shall immediately provide written notice to the laboratory that tested the primary specimen directing the laboratory to forward the split specimen to a second HHS certified laboratory for confirmation testing in accordance with this rule.

B.5.10 Following verification of a positive test result, the MRO shall report the result to the Chief of Police or designee designated to receive results.

- B.6 *Consequence of a Positive or Negative Test* - In the event the MRO reports the test results positive, an employee who tests positive for any of the drugs or alcohol referred to in this rule may be subject to discipline, up to and including termination.

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

A negative test shall not cause the loss of pay or benefits to the employee.

- B.7 *Recordkeeping* - All records related to the alcohol or drug testing of an employee shall be treated as confidential medical records.

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

- B.8 *Right to Appeal* - Employees and the Association have the right to challenge an alleged violation of this Policy and/or the results of alcohol and drug testing through the grievance procedure set forth in the collective bargaining agreement between the Association and the City in effect at the time of the alleged violation.

- B.9 *Right of Association Participation* - At any time, the Association, upon request, will have the right to inspect and observe any aspect of the drug testing program with the exception of individual test results, provided that such inspection does not delay any testing procedure. The Association may inspect individual test results if the release of this information is authorized by the employee involved.

The Employer shall provide the Association with all records and test results it reviewed if an employee is disciplined for a violation of this Policy.

- B. 10 Association Held Harmless Legal Obligations - The City shall be solely liable for any legal obligations and costs arising out of the provisions of this Policy and/or application of this Policy, otherwise provided herein.

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

## APPENDIX C: CITY OF ISSAQUAH MEDICAL PLANS

C.1 The Employer shall offer the following medical plans for the employee to select from: Plan 1/Plan 1A (\$0 annual deductible), Plan 2 (\$500 Annual Deductible), Plan 3/Plan 3A (HDHP/HSA), and Plan 4/Plan 4A (Group Health \$10-co-pay).

C.1.1 Effective January 1, 2018, the Group Health \$10 Co-Pay Plan will be replaced by the Kaiser Permanente \$200 Deductible plan; this plan will continue to be provided to members in accordance with the rates, plan structure, and design offered by the Association of Washington Cities.

C.1.2 Effective January 1, 2019, Premera Plan 2 will be eliminated and 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, 2019:

- 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.

C.2 Premium Sharing and HSA Contribution Amounts - The premiums shall be shared between the employee and the Employer on the following basis:

Plan 1 - \$250 Annual Deductible	Employee Premium Share with Wellness Participation	Employer Premium Share with Wellness participation
Employee	6%	94%
Spouse/Domestic Partner	10%	90%
1 <sup>st</sup> dependent	10%	90%
2 <sup>nd</sup> dependent +	10%	90%

Plan 1A - \$250 Annual Deductible	Employee Premium Share without Wellness Participation	Employer Premium Share without Wellness participation
Employee	12%	88%
Spouse/Domestic Partner	16%	84%
1 <sup>st</sup> dependent	16%	84%
2 <sup>nd</sup> dependent +	16%	84%

Plan 3 – HDHP/HSA	Employee Premium Share with Wellness Participation	Employer Premium Share with Wellness participation
Employee	0%	100%
Spouse	0%	100%
1 <sup>st</sup> dependent	0%	100%
2 <sup>nd</sup> dependent +	0%	100%
Employer HSA Contribution with Wellness Participation: \$3100 for employee, \$6250 full family (which shall be defined as employee plus one or more dependents).		

Plan 3A – HDHP/HSA	Employee Premium Share without Wellness Participation	Employer Premium Share without Wellness participation
Employee	0%	100%
Spouse	0%	100%
1 <sup>st</sup> dependent	0%	100%
2 <sup>nd</sup> dependent +	0%	100%
Employer HSA Contribution without Wellness Participation: \$2500 for employee, \$5250 full family (which shall be defined as employee plus one or more dependents).		

For Payroll purposes, administration of the HSA (Plan 3 and 3A) shall be pro-rated on a semi-annual basis with the option elected by the employee.

Plan 4 – Group Health \$10 co-pay (changing to Kaiser Permanente \$200 Deductible Plan as of January 1, 2018)	Employee Premium Share with Wellness Participation	Employer Premium Share with Wellness participation
Employee	6%	94%
Spouse/Domestic Partner	10%	90%
1 <sup>st</sup> dependent	10%	90%
2 <sup>nd</sup> dependent +	10%	90%



Plan 4A – Group Health \$10 co-pay (changing to Kaiser Permanente \$200 Deductible Plan as of January 1, 2018)	Employee Premium Share without Wellness Participation	Employer Premium Share without Wellness participation
Employee	12%	88%
Spouse/Domestic Partner	16%	84%
1 <sup>st</sup> dependent	16%	84%
2 <sup>nd</sup> dependent +	16%	84%

For each of the plans set forth above there shall be no additional charge to the employee if an employee has more than 2 dependents.

C.3 The above employee and Employer premium sharing contributions shall be made monthly and shall be used only for the costs normally and reasonably associated with the provision of medical expenses for members of the City's health care fund which includes members of the bargaining unit and covered family members. The employee contributions shall be deducted semi-monthly from their paychecks.

C.4 An employee whose spouse or domestic partner is either not employed, self-employed, working for an employer who does not offer medical coverage, or working for an employer but does not meet the eligibility requirements to obtain coverage under that employer's group medical plan (not working enough hours or in an ineligible class) may enroll their eligible spouse or domestic partner on the City's health insurance plan without penalty.

An employee whose spouse or domestic partner is eligible for group medical coverage through their employer, and does not enroll in the other employer's plan, may enroll them on the City's plan but will be required to pay the entire spouse/domestic partner premium cost.

An employee whose spouse or domestic partner is enrolled in his or her employer's medical plan may enroll their eligible spouse or domestic partner on the City's health insurance plan as the secondary insurer without penalty.

C.5 Health & Wellness Incentive Program

C.5.1 Goals:

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

C.5.2 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.

### C.5.3 Requirements for Incentive Plan

#### Requirements for Incentive Plan

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
  - Blood Pressure
- Options
  - Onsite
  - Physician Fax Form

#### 2. Health Risk Assessment – Completion

- Online

#### 3. Non- Smoker or non- tobacco user Attestation

C.5.4 *Availability of an Alternative Standard* – The City is committed to helping enrollees achieve their best health. Rewards for participating in a wellness program are available to all employees. If any member is unable to meet a standard for a reward under this wellness program, as a reasonable accommodation they may qualify for an opportunity to earn the same reward by different means, including through submission of an alternative goal by the member’s healthcare provider. Members who contact Human Resources will be directed to our wellness vendor for additional details on determining an appropriate alternative standard.

## APPENDIX D: AUTOMATIC VEHICLE LOCATION SYSTEM

D.1 Purpose and Scope - It is the purpose of this policy to provide general guidelines for employees utilizing the automatic vehicle location (AVL) system. This policy applies to all employees utilizing the AVL system.

The AVL system or data shall not be used to generate questions or investigations or be the sole catalyst of a complaint.

D.2 System Overview - The GPS derived locations of vehicles equipped with AVL are transmitted to map displays visible to dispatch and patrol units. The AVL system is designed to increase employee safety, to increase dispatching effectiveness, and to facilitate the effective coordination, management, and usage of patrol resources and operations.

D.3 Employee Responsibilities - It is the responsibility of the employee to check the equipment in the vehicle or laptop at the beginning of each shift to see if it is operating properly. Any identified malfunction, damage or deviation in the operating conditions of the equipment will be immediately reported to the on-duty supervisor.

D.4 AVL Use Required - Employees are required to keep their GPS functioning with their Automatic Vehicle Location system while operating a vehicle equipped with the AVL system, unless prior approval is received from the Chief of Police or designee to turn off the GPS Function.

Employees shall not take steps to bypass the GPS connection or block the signal to the GPS antenna

D.5 Review of AVL Data

(a) Recorded AVL data

Recorded AVL data may only be reviewed by an employee (with supervisor assistance) or by someone other than the employee under the following circumstances:

1. By a supervisor investigating a specific act of employee misconduct, or a department employee, after supervisor approval, who is participating in an official investigation, such as an administrative investigation or a criminal investigation. Recorded AVL data shall not be reviewed for performance evaluations.
2. By Records personnel, processing public records requests or court requests.

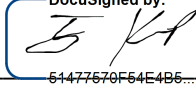
Prior to the review of any recorded data by anyone other than the employee, the individual seeking to review or obtain the data shall record the basis for reviewing/obtaining the data in an email to the reviewing employee's immediate supervisor. If the data is being reviewed/obtained to investigate a specific act of employee misconduct, the alleged misconduct shall be included in the recorded basis.

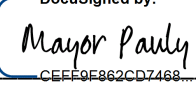
(b) Live AVL data

1. Live AVL data shall consist only of direction of travel and location.
2. Live AVL data will be available for live viewing to all Department members.
3. Live AVL data may be used by corporals and sergeants for the day-to-day management of personnel assigned to them, provided such data will not be used as the sole basis for a rating within a member's performance evaluation. Live AVL data will not be the sole basis to file an administrative complaint. Any concerns that arise from a supervisor watching the live AVL data shall be addressed with the employee as soon as possible.

**ISSAQUAH POLICE OFFICERS ASSOCIATION**

**CITY OF ISSAQUAH, WASHINGTON**

By  DocuSigned by:  
51477570F54E4B5...  
Troy Kemp, President

By  DocuSigned by:  
CEFF9E862CD7468...  
Mary Lou Pauly, Mayor

Date 7/31/2020

Date 8/3/2020