

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF MOUNT VERNON, WASHINGTON

AND

MOUNT VERNON POLICE SERVICES GUILD

POLICE COMMISSIONED EMPLOYEES

January 1, 2019 through December 31, 2021

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CITY OF MOUNT VERNON POLICE EMPLOYEES CONTRACT COMMISSIONED PERSONNEL

PREAMBLE

This Agreement is entered into by and between the City of Mount Vernon, hereinafter referred to as the “Employer”, and the Mount Vernon Police Services Guild, hereinafter referred to as the “Guild”, representing all City Employees in the Police Department as described in Article 3 – Recognition.

ARTICLE 1 – STATEMENT OF PURPOSE

- 1.1 It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Guild; to provide for contractual conditions of work, to establish agreed to standards of wages and hours, and to mutually strive to achieve peaceful adjustments of any difference which may arise in accord with the terms of the grievance procedure.
- 1.2 Further, by acceptance of the Agreement, the employees accept those obligations of the profession, which are in the interest of the individual, the group, the profession-at-large, the City and its citizens.
- 1.3 As evidence of the intent of the Employer to protect the rights of Police Officers, the Employer recognizes the special nature of the duties of a Police Officer and the unique vulnerability and perils, which a Police Officer faces. All members of the bargaining unit shall maintain their individual rights, as afforded them in both Federal and State Constitutions. Further, the members shall enjoy protection of the Mount Vernon Officers’ Bill of Rights, which is incorporated in this agreement as Addendum “C”.

ARTICLE 2 - DEFINITIONS

- 2.1 Commissioned Employee – employees who are duly sworn officers of the City of Mount Vernon Police Department who are under the state mandated Civil Service System.
- 2.2 Employee – a person occupying a position within the bargaining unit and who is paid a salary for services rendered.
- 2.3 Full Time Employee – a salaried employee who is employed an average of forty (40) hours per week.
- 2.4 Probation – a working test period during which an employee is required to demonstrate the ability and capacity to perform the duties of the appointed position. The probation period

shall be one (1) year from the date of graduation from the Basic Law Enforcement Academy for all positions covered by this Agreement. Probation is an extension of the examination process and there shall be no rights to appeal based upon the failure to pass the probationary period. Employees on probation may be terminated without any cause.

ARTICLE 3 – RECOGNITION

The Employer recognizes the Mount Vernon Police Services Guild as the exclusive bargaining agent for all Commissioned Police Officers excluding the Police Chief, Assistant Police Chief and Police Lieutenants.

ARTICLE 5 – UNION/MANAGEMENT RELATIONS

- 5.1 All collective bargaining with respect to all Articles within the scope of this Agreement shall be conducted with the Employer and by authorized Guild representatives. A Guild official who is an employee in the bargaining unit (Guild Steward and/or a member of the Negotiating or Grievance Committee) shall be granted reasonable time off with pay while conducting contract negotiations or grievance resolution on behalf of the employees in the bargaining unit; provided:

They notify the Employer at least forty-eight (48) hours prior to the time off;

The Employer is able to properly staff the employee's job duties during the time off without incurring overtime costs or adversely affecting operational priorities.

- 5.2 Guild Investigative and Visitation Privileges – The Labor Representative of the Guild may visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit his/her activities during such investigations to matters relating to this Agreement. City work hours shall not be used by employees or Guild Representatives for the promotion of Guild affairs other than stated above.
- 5.3 Bulletin Boards – The Employer shall provide space for a bulletin board, which may be used by the Guild.
- 5.4 Special Conferences – Upon prior notice by the Guild, the Chief shall allow time off with pay for one (1) Guild representative to attend Washington State Council of Police annual meetings and/or any training seminars sponsored by the Guild's legal representatives not to exceed three (3) working days for a single function so long as such absence does not result in overtime and/or adversely affect the Department's operational priorities. Allowable aggregate for such paid time off for all individuals shall not exceed six (6) working days in one (1) calendar year.
- 5.5 The Employer shall allow Guild access to the telephone, and photocopies for purposes of administering the contract. The Guild shall not incur long distance toll charges. The guild shall provide its own photocopier paper and pay 2 cents (\$.02) per page for copies.

ARTICLE 6 – NON-DISCRIMINATION

- 6.1 Whenever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.
- 6.2 The parties agree not to unlawfully discriminate against any employees with respect to compensation, terms, conditions, or privileges of employment because of race, color, creed, religion, national origin, age sex, Guild activity, or disability.

ARTICLE 7 – PAYROLL DEDUCTION

The Employer agrees to deduct each month, dues and fees in an amount certified to be current by the secretary-treasurer of the Guild, from the pay of those employees who individually request and authorize, in writing, that such deductions be made. The total amount of deductions shall be remitted each month by the secretary-treasurer of the Guild. The Guild will promptly furnish the City written notification from an employee who revokes consent of the Union deduction or fees. Once notified, the City will stop deducting dues and fees the following pay period. The Association shall indemnify, defend and hold the City harmless against any claims or suits instituted against the City on account of any check-off dues and fees for the Association.

The City will provide the Union thirty (30) minutes, during the employees' regular working hours, for purposes of presenting information about the bargaining unit and Union membership.

ARTICLE 8 – MANAGEMENT RIGHTS

- 8.1 Any and all rights concerned with the management and operation of the Police Department are exclusively those of the Employer unless otherwise provided for in the terms of this agreement.
- 8.2 The Employer has the authority to adopt rules for the operation of the Police Department and the conduct of its employees, provided such rules are not in conflict with the provisions of this Agreement, Civil Service Rules, or applicable laws.
- 8.3 The Employer has the right to discipline, temporarily lay off or discharge employees for reasonable and just cause; assign work and determine duties of employees; schedule hours of work; determine the number of personnel to be assigned duty at a given time and perform all other functions not otherwise expressly limited by this Agreement, Civil Service Rules, or applicable law.
- 8.4 Notwithstanding any other provisions of this Agreement, the Employer may take all actions necessary to comply with the American with Disabilities Act, consistent with its collective bargaining obligations.

ARTICLE 9 – POLICIES AND PROCEDURES

- 9.1 The Guild agrees that its members shall comply with all lawful Police Department policies and procedures, including those relating to conduct and work performance. The Employer agrees that departmental policies and procedures, which affect working conditions and performance, shall be subject to the grievance procedure. The City shall provide the Guild at least thirty (30) days' notice preceding any proposed change and shall discharge any duties to negotiate such proposed changes. The Guild shall request bargaining over any proposed change within thirty (30) days of receipt of such proposal. The Guild's failure to request bargaining within thirty (30) days shall constitute a waiver of the right to bargain the proposed change.
- 9.2 The City shall provide each individual employee covered by this Agreement with an updated and current policies and procedures manual for the Mount Vernon Police Department and which terms shall not conflict with this Agreement.
- 9.3 Each employee covered by this Agreement will be provided a copy of all updated and revised policies and procedures as they are adopted by the City. These amendments to the policy and procedures are to clearly state whether they are new or revised policy and procedure. Each employee shall be responsible for the upkeep and maintenance of a current policies and procedures manual.
- 9.4 A copy of the Mount Vernon Civil Service Rules and Regulations will be provided by the City and be kept in the library of the Mount Vernon Police Department.

ARTICLE 10 - HOURS OF WORK

- 10.1 Work Period - Employees may expect to work one of the following work periods, depending upon assignment and needs of the Department.

Schedule One – Seven (7) day work period; Fifty-six (56) day rotation

- Five (5) consecutive eight (8) hour shifts with two (2) consecutive days off.

Schedule Two – Seven (7) day work period; Fifty-six (56) day rotation.

- Week 1: Five (5) consecutive eight and one-half (8 ½) hour shifts with two (2) consecutive days off.
- Week 2: Five (5) consecutive eight and one-half (8 ½) hour shifts with two (2) consecutive days off.
- Week 3: Four (4) consecutive eight and one-half (8 ½) hour shifts with three (3) consecutive days off.

Schedule Two is designed for assignments requiring work days and hours of officers and sergeants assigned to Traffic Enforcement, NRO, SRO, PPT, CID and Crime Prevention.

Schedule Three See Appendix A

- 10.2 Overtime – Overtime pay at the rate of one and one-half (1 ½) times the regular hourly rate shall be paid for time worked in excess of the normally scheduled shift. The following exceptions will apply:

- 1) Shift rotations.
- 2) Employees attending training sessions, ie: an employee attending training shall not be paid for a lunch break. If the lunch break is a "working lunch" in which the employee is not free to leave and must continue to work, that time will be compensated.
- 3) By mutual agreement between the parties.

It is the intent of this sub-section that, when possible, employees will be granted a minimum of twelve (12) hours off between shifts. Anything less than 12 hours shall be compensated at the rate of one and one-half (1 ½) times the hourly rate. (Employees assigned to Patrol, see Appendix A).

Employees working Schedule One shall receive overtime pay for all hours worked in excess of eight (8) hours in a twenty-four (24) hour period or for time worked in excess of one hundred sixty (160) hours in twenty-eight (28) consecutive twenty-four (24) hour periods.

Employees working Schedule Two shall receive overtime pay for all hours worked in excess of eight and one-half (8.5) hours in a twenty-four (24) hour period or for time worked in excess of one hundred sixty one and one-half (161.5) hours in twenty-eight (28) consecutive twenty-four (24) hour periods.

- 10.3 Call Back - Any time an employee is called back to work after a regular shift they shall be guaranteed a minimum of three (3) hours pay at the rate of time and one-half (1 1/2) the Employee's regular hourly rate of pay. If an Employee is directed to report to work before his regular shift, he shall be paid the appropriate rate for the actual time worked. Any time an Employee is called back to work on a regularly scheduled day off, he will be guaranteed a minimum of three (3) hours pay at the appropriate overtime rate. Employees called back for a court appearance must call the court clerk's office between 3:30 p.m. on preceding business day and the scheduled appearance time on the court date.
- 10.4 Vacation Call Back - Any employee called back to duty for any reason once vacation has been approved and the affected employee has incurred expenses in planning for the same, leave of absence, funeral leave or compensatory time off, including regularly scheduled days off, immediately preceding or following the same, shall be compensated at twice the hourly rate upon reporting for duty, and shall be reimbursed for round trip transportation costs involved in returning for duty or any other non-refundable expenses incurred. Reimbursement for travel shall be made on the same basis as the original mode of transportation. If applicable, mileage shall be paid at the approved city rate. Vacation approval shall not unreasonably be withheld to frustrate the intent of this section.

Once an employee has received approval for a work week of vacation or more, which may include furlough days immediately before and after the approved vacation, the employee's work day immediately before and after their vacation shall not be adjusted. Any adjustment shall be compensated at the double time (2x) rate. The employee will be refunded vacation hours back for the time worked.

- 10.5 A time card system shall be used in keeping overtime and time off with a copy of the record to be posted once a month in the office of the Records Manager.
- 10.6 Compensatory Time - In lieu of overtime, an employee, with Department Head approval, may choose to take compensatory time off which shall accumulate on a time and one-half (1 1/2) for each hour basis. Compensatory time may be accumulated throughout the year with no maximum as long as the maximum balance at year's end is no more than eighty (80) hours. Any excess of eighty (80) hours at year's end shall be paid on the first pay period in December. Eighty (80) hours may be carried from one year to the next year. The Department Head or designed shall approve the days on which compensatory time will be taken. Employees may cash out up to forty (40) hours in May.
- 10.7 Meal times shall consist of one (1) thirty (30) minute period per shift. The rest break shall consist of one (1) thirty (30) minute period during a shift. Emergency conditions or other circumstances, as determined by the Department Head or designee, will be considered just cause to require covered and affected officers to miss breaks and/or lunch periods, and any breaks or lunch periods shall not be recoverable as overtime. Employees assigned to schedule three shall receive one additional fifteen (15) minute rest period.
- 10.8 Employees ordered on standby time shall be guaranteed a minimum of four (4) hours of pay at one-half (1/2) their regular hourly rate of pay.
- 10.9 Absent, any unforeseen or unplanned circumstance requiring a shift change (such as unplanned sick leave, disability injury, bereavement/funeral, and major public safety event) without 7 days' notice shall be compensated at the overtime rate for those hours outside the employees regularly scheduled shift, unless mutually agreed upon. Volunteers will be sought to fill the vacancy. If there are no volunteers, an employee may be ordered to fill the vacancy. Unless manpower dictates otherwise, the employee adjusted will work the normal amount of hours for their shift.
- 10.10 Employees required to work more hours than their normal scheduled shift due to seasonal Standard Time adjustments shall be compensated for any hours over their normal schedule at the overtime rate. Employees required to work less than their normal scheduled shift due to the Seasonal Daylight Savings Time adjustment shall forfeit one (1) hour of accumulated vacation or compensatory time.
- 10.11 Employees will be given six (6) months' notice prior to any permanent change to their regular schedule. This provision does not apply to schedule changes
- During a probationary period
 - Resulting from normal rotation to or from a temporary assignment
 - Due to promotion
 - Due to removal for cause from any assignment.
- 10.12 Employee base compensation is calculated on 2080 hours of work in a calendar year. Certain work schedules will result in an employee not working a full 2080 hours in a calendar year. The parties agree that the maximum deficit number of hours per year is ten (10). Employees may elect to have the necessary hours deducted from their Compensatory Time accumulation during any pay period. Any hours still owed by an employee after the

November pay period shall be deducted in December from an employee's vacation leave bank (schedule 2).

ARTICLE 11 – WAGES

- 11.1 Effective January 1, 2019, all employees covered by this agreement will receive a 5% wage increase (including 2% that was previously designated under education pay for AA).

Effective January 1, 2020, all employees covered by this agreement will receive a 2.5% increase.

Effective January 1, 2021, all employees covered by this agreement will receive a 2.5% increase.

11.1.1 Prior Service Credit - Fully commissioned, full-time general authority Mount Vernon police officers, upon the successful completion of the probation period shall have any prior like service counted, as long as the prior service was as a fully commissioned, full-time general authority Washington State, county or municipal police officer without a break in service. A break in service is defined as more than thirty (30) days from the last day of active duty. (Wage Grid only.)

- 11.2 Longevity / Education Incentive – See attached Addendum “A”.

- 11.3 Lead Officer shall be the most qualified police officer on a shift, as determined by the Chief, with at least four (4) years of experience who is responsible for supervision of the shift in the absence of a sergeant. The officer so designated will receive the sergeant base hourly rate for time worked.

0-1,560 hours as Lead Officer: 0-1 Year Sergeant Pay

Over 1,560 hours as Lead Officer: Over 1 Year – 2 Years Sergeant Pay (2nd step)

The Lead Officer selection/removal process utilized by the Chief of Police is defined in Department Policy 5.19.00 (Lead Officer Selection/Removal Process).

- 11.4 Special Duty Pay - Officers assigned to the following special duties shall receive special duty pay for the duration of such assignment for the reasons stated below:

Investigators: In recognition of the personal inconveniences created by being assigned to on-call.

Motorcycle Patrol Officer: In recognition of the special skills required to maintain and operate a motorcycle. Motorcycle officers shall be eligible for special duty pay if assigned to at least one work period wherein the motorcycle is used during any calendar month.

Tactical Team: In recognition of the extra hazards associated with the assignment.

Narcotics Unit: In recognition of the extra hazards associated with the assignment.

Field Training Officer (FTO): In recognition of the extra responsibility and work in training officers, to be paid only during the time the FTO is assigned to an officer.

Crisis Negotiation Team: In recognition of the extra hazards associated with the assignment.

The Special Duty Pay shall be 3% of base pay per month for the duration of such assignment. Employees performing more than one (1) special duty may receive a total of 4% of base pay per month for two (2) or more such assignments.

- 11.5 Educational Costs - The City will reimburse the cost of tuition and lab fees for an advanced education course which would improve the employee's service and effectiveness to the City and which is pre-approved by the department head providing the course is satisfactorily completed with a grade "C" or higher. Reimbursement shall be limited to one (1) class per quarter or semester as appropriate and does not include the cost of textbooks. All course work related activities shall be on other than City time, except when approved by the Chief.
- 11.6 K-9 Handlers shall be allowed ½ hour per day for the care of the dog. The time may be included during the normal duty hours; the schedule is to be determined by the on-duty supervisor, unless overtime is approved. During off duty days, handlers will receive ½ hour pay per day at the overtime rate for care of the dog. Any work in excess of the ½ hour per day allowance shall be paid at the overtime rate and shall require advance approval from the supervisor. Any time the handler is not caring for the dog, i.e., non-related training, vacation, and the dog is in a kennel, the officer will not receive the ½ hour compensation.
- 11.7 Bilingual Pay: In recognition of the extra responsibilities and duties associated with having to assist other officers and citizens, Employees shall receive a premium of 4 % of their base wage when language skills have been confirmed by an agreed upon language specialist or such other method as agreed upon by the City and Guild. Bilingual pay for officers having conversational proficiency in Spanish can qualify for this incentive annually.
- 11.8 The City will match up to 1.5% of the employee's base wage in a 457 plan sponsored by the City. Effective January 1, 2020, the City will match up to 2.5%. Effective January 1,

2021, the City will match up to 3% of employee's base wage in a 457 plan sponsored by the City.

ARTICLE 12 - SICK LEAVE

- 12.1 Accumulative sick leave pay shall accrue to each employee covered by this bargaining agreement at the rate of ten (10) hours per month. Sick leave shall continue to accumulate while on sick leave or vacation. Total carry-over at year end shall not exceed 1020 hours.
- 12.2 Full-time employees may be permitted to remain away from their employment during such time as they are unable to properly perform their job due to illness or physical inability, or during such time that an immediate family member is suffering from an illness or physical inability and the employee is indispensable to care for the physical needs of such immediate family member for as many days as they have accumulated sick leave without loss of compensation. The department's sick leave will be administered per the City Employee Handbook (9.3), in accordance with Federal and State laws regarding sick leave.
- 12.3 In paying full salary requirements of RCW 41.26 as it pertains to disability leave for law enforcement officers, the City will first meet any full-time salary requirements of RCW 41.26 for disability leave from unused sick leave which may be accrued to the credit of that employee. This disability bank may only be used when employee is on L&I time loss. Once the employee is released to full duty, this bank may not be used for physician appointments.
- 12.4 LEOFF II - All LEOFF II employees covered by this Agreement shall accrue eight (8) hours of disability leave for each month of employment with the City, with total accrual not to exceed one hundred and twenty (120) hours. In the event of a duty related disability, each eligible employee shall receive full pay for the period of their disability up to the limit of their earned accrual not to exceed one hundred and twenty (120) hours shall be accomplished by coordinating the disability leave benefit with the Worker's Compensation Benefits to equal the employee's normal pay. Restoration of hours of accrual shall be at the rate of eight (8) hours for each month of employment. Eligibility for the leave shall be determined by whether or not the employee is eligible for the Worker's Compensation Benefits.
- 12.5 In the case of illness or off the job accident, it is agreed that the employee's position and seniority shall be held up to, but not exceeding, six (6) months.
- 12.6 Family Leave – family leave will be administered in accordance with any applicable federal, state or local laws with the exception that an employee may take three calendar weeks of sick leave solely for the birth or adoption of a child.
- 12.7 Sick Leave Cash-out – Upon Voluntary Termination or Retirement of an employee covered by this agreement, he/she will be eligible for a sick leave cash out based on the following criteria:
- Employed with the City of Mount Vernon for consecutive five (5) years or more of service.
 - Separated in good standing.

- May cash out any unused sick leave at the rate of 1% per year to a maximum of 25%

ARTICLE 13 - HOLIDAYS

13.1 The following days shall be recognized and observed as paid holidays.

Floating Holiday	Employee choice with approval of the Dept. or designee
New Year's	January 1
Martin Luther King Birthday	Third Monday in January
Washington's Birthday	Third Monday in Feb.
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in Sept.
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in Nov.
Day After Thanksgiving	Fourth Friday in Nov.
Christmas Day	December 25

13.2 An employee may take a floating holiday at such time as is mutually agreeable to the employee and the Department Head or designee.

13.3 Employees whose regularly scheduled days off work fall on a day observed as a holiday pursuant to this section, shall be provided equivalent holiday time off on another day subject to the approval of the department head. In the alternative at the employee's option, the Employer may pay to such employee an amount equal to the amount the employee earns in a regularly scheduled working day.

13.4 An employee who is scheduled to work on an observed holiday as set forth in this section, shall be compensated at the rate of one and one-half (1 1/2) times the employee's straight time hourly rate of pay for each hour worked in addition to his regular compensation, for the duration of their normally scheduled shift. An employee who works overtime beyond the normally scheduled shift shall receive time and one half for hours worked beyond their normal shift (For a total of 2.5x regular hourly rate).

13.5 If an employee works overtime on a holiday or is not scheduled to work on the holiday, shall be compensated at the rate of 2.5x premium pay plus regular holiday pay for the duration of their normally scheduled shift (For a total of 3.5x regular hourly rate).

13.6 Holidays occurring during the time an employee takes leave shall not be included as leave days.

ARTICLE 14 - VACATIONS

- 14.1 Vacation Accrual – Vacation with pay shall be granted to all permanent full-time employees. Vacation shall accrue at the following monthly rates.

Time in Service	Hours/Month
0 to 5 Years	8.50
Over 5 to 10 Years	12.00
Over 10 to 15 Years	16.00
Over 15 to 20 Years	18.00
Over 20 Years	20.00

- 14.2 Vacation Eligibility - Annual leave with pay shall be allowed for each new employee upon the completion of six (6) months of service. After six (6) months of service, each employee shall be allowed to take vacation according to the amount of vacation time they have accrued up to that month. Earned vacation may accrue to a maximum of the employee's annual accrual plus 80 hours. Any employee who accrues more than the maximum accrual level shall forfeit any portion of vacation above the maximum accrual level unless such vacation time has not been made available to the employee by the Chief of Police or his designees pursuant to Department Policies. All Employees with over one (1) year service must utilize a minimum of eighty (80) hours of earned vacation time per year.

14.2.1 Lateral Entry fully commissioned, full time general authority Mount Vernon Police Officers, upon successful completion of the probation period shall have any prior like law enforcement service counted, as long as the prior service was as a fully commissioned, full-time general authority Washington State, county, municipal police officer without a break in service. A break in service is defined as more than thirty (30) days from the last day of active duty.

- 14.3 Vacation Scheduling - Vacations shall be scheduled in accordance with provision of the police department's standard operating procedure manual.
- 14.4 Only one employee per patrol squad will be allowed to take a week-long vacation at any given time during the initial year trial period.
- 14.5 Upon termination of employment, employees shall receive a sum of money equal to their former regular salary for any accrued vacation time which has not been used or forfeited
- 14.6 Upon the death of an employee, the accrued vacation pay of the deceased employee will be paid to the same individual to whom is paid any accrued wages.

ARTICLE 15 - FUNERAL AND BEREAVEMENT LEAVE

- 15.1 Definition - Immediate family member or close relative shall mean only the employee's husband, wife, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson, granddaughter, stepparents, stepsiblings, or step-children.

- 15.2 In the event of the death of a member of the immediate family, or a close relative, the employee shall be allowed to remain away from employment as follows:

Employees shall be granted up to twenty-four (24) hours off with full pay for bereavement and, if needed, up to two twenty-four (24) hours if the employee is responsible for making the funeral arrangements.

In the event of the death of other extended family members or a close friend, the Chief shall determine the employee's eligibility for leave.

- 15.3 All funeral leave shall be by notification and arrangement between the employee and the Chief of Police.

ARTICLE 16 - PERSONNEL REDUCTION

- 16.1 The Chief of Police, at the direction of the Mayor, shall lay off employees for lack of work or lack of funds. Each employee will be given at least four (4) weeks written notice before such a layoff is to take place. No employee shall be laid off while another person in the same position is employed on a probationary or temporary basis.
- 16.2 In determining which employee in any position is to be laid off, consideration is to be given to seniority and in the case of employees with substantially similar seniority, individual performance can be a factor in the decision. No new employee shall be hired until the laid off employee has been given the opportunity to return to work. The last person laid off shall have the first opportunity to return to work.. Employees laid off will remain on the re-hire list for twelve (12) months from date of lay-off at that time their name will be removed.

ARTICLE 17 - TERMINATION PAY AND METHOD OF COMPUTATION

- 17.1 Upon termination of employment, all regular full-time employees shall receive earned severance pay as follows:

- 1) Accrued and unused vacation days
- 2) Overtime for which pay has been authorized
- 3) Accrued and unused compensatory time
- 4) Any sick leave bank in accordance with Article 12

- 17.2 In accordance with the terms of Article 16, Section 16.1 of this Agreement, employees terminated because of financial limitations or constraints upon the Employer's budget shall be provided the opportunity to not receive accrued vacation, holidays, time off or other compensation for a period not to exceed three months. When employees are terminated, the employees affected shall be advised by the City of their prospects for being rehired within the following three (3) and twelve (12) month periods. Should any employee who has opted to delay the termination compensation be rehired within three (3) months of

termination, such vacation, holiday, or other accruals as were earned at the date of termination for which no compensation has been made shall be restored to the employee. Otherwise, upon expiration of the three (3) months absence without being rehired, or at an earlier date if so requested in writing by the employee, full compensation for such accruals shall be made to the employee.

ARTICLE 18 - CLOTHING/UNIFORMS - See Addendum "B".

ARTICLE 19 - GRIEVANCE PROCEDURES

19.1 Grievances or disputes which may arise, including the interpretations of this Agreement, shall be settled in the following manner. It shall be understood that all grievances and responses from the grievance procedure shall be in writing. The grievance shall include the following information:

- A. A statement of the grievance and the facts upon which it is based.
- B. The section of this contract and/or disputed area to which the grievance relates.
- C. Remedial action requested.

Time periods between grievance steps may be extended by written mutual agreement of both parties.

Definition of days: Days, for the purpose of this grievance procedure, are defined as Monday through Friday, excluding holidays, Saturdays and Sundays.

Step 1: The Guild or affected employee shall present their grievance in writing within twenty (20) days of the alleged occurrence or when the employee first knew (or should have known) of its occurrence to the Police Chief. The Chief will attempt to resolve the grievance by responding to the Guild or affected employee within twenty (20) days of receiving the written grievance. If the grievance is not resolved to the employee's satisfaction, the employee may submit the grievance to Step 2.

Step 2: The employee may submit the grievance to the Guild Grievance Committee within 14 days from notification from the Police Chief (Step 1). The Guild Grievance Committee shall within twenty (20) days determine if a grievance exists. If, in their opinion no grievance exists, no further action is necessary.

Step 3: If the grievance remains unsolved, the Guild may submit the grievance to the Mayor within twenty (20) days of receiving the grievance from the affected employee. The Mayor shall answer or resolve the grievance within twenty (20) days of its submittal.

Step 4: If the grievance is not resolved, the Guild may refer the grievance to arbitration, within 35 days from receiving written notice from the Mayor and no more than ninety-one (91) days of its alleged occurrence. The Guild shall send written notification of such request in writing to Human Resources. The parties, within twenty (20) days of after

receipt of the notice, shall select an arbitrator to hear the dispute. The arbitrator shall have no authority to alter, modify, vacate, or amend any terms of this agreement. If the Employer and the Guild are unable to agree upon an arbitrator within three (3) working days after receipt of the demand for arbitration, either party may request a list of nine (9) arbitrators from the FMCS and arbitration shall proceed under the FMCS Rules.

- 19.2 **Cost of Arbitration:** Each party hereto will share the expenses of the arbitrator equally. Each part shall singly pay for all costs related to preparing and presenting its own case before the arbitrator, including costs of witnesses and attorney fees. The party desiring a record of the proceedings shall pay the cost of obtaining such record.
- 19.3 **Prescribed Time Limitations:** The prescribed time limitations are designed to resolve grievances in a timely manner. It is incumbent upon both parties to adhere to the time limitations prescribed in Steps 1 and 2 of the grievance procedure. Failure to submit a grievance in accordance with the limitations prescribed in Steps 1 and 2 of the grievance procedure shall constitute abandonment of the grievance. In the event the grievance is not resolved in the prescribed time limits set forth in Steps 3 and 4, the grievance shall automatically proceed to the next step.
- 19.4 **Prescribed Grievance Procedure:** The steps outlined in the grievance procedure are intended to provide the resolution of grievances by line of responsibility. Failure to submit a grievance in accordance with the process prescribed shall constitute abandonment of the grievance.

ARTICLE 20 - HEALTH AND WELFARE

- 20.1 The Employer shall pay 100% of the monthly premium amounts for enrolled employees and 90% of the monthly premium for enrolled dependents for the Association of Washington Cities (AWC Plan E Dental with Ortho IV or Willamette Dental-\$15 copay) and AWC \$0 deductible VSP vision plan, or similar plan with equal or greater benefits

The employer shall pay 100% of the monthly premium for the employee and 90% of the monthly premium for employee's dependents for the Kaiser High Deductible Plan. The employer will pay \$1500/\$3000 (individual/family) each year into a Notional HRA to pay for the employee's deductible. Any unused portion of the HRA will roll into an employee VEBA account the following year. Once the employee meets \$1,000 in annual out of pocket in-network covered healthcare expenses, the City will pick up the remaining out of pocket in network covered expenses through a HRA administered by BPAS.

Employees may also have the option to enroll themselves and their dependents in the Kaiser \$250 Deductible plan. The employee shall pay the difference in premiums between the High Deductible Plan (including the Notional HRA) and the 250 Deductible Plan.

- 20.2 **Change of Insurance Carriers -** By mutual agreement between the parties, the group insurance carriers specified in sections 20.1 may be changed.
- 20.3 **Cities dual insurance program –** Employees are allowed to participate in the City's Dual Insurance Incentive Program that was established by Ordinance # 824. The dual insurance incentive will be calculated using the High Deductible Plan.

- 20.4 Life Insurance – The City will pay a life insurance and ad&d policy in the amount of \$20,000 for all full time employees.

ARTICLE 21 - PHYSICAL FITNESS

The Employer agrees to pay to a health club or equivalent, located in Mount Vernon, the monthly dues up to and not to exceed the dues for a single member at Riverside Health Club, as long as the employee attends the facility a minimum of eight times a month.

For every continuous five days of vacation or sick time used in a calendar month by the employee, the minimum requirement will be reduced by two days.

ARTICLE 22 – DRUG FREE WORKPLACE POLICY

22.1 DRUG AND ALCOHOL TESTING

22.1.1 The Police Department recognizes that employees who work while affected by alcohol or controlled substances present an unacceptable risk to the public and co-workers.

22.1.2 Due to the nature of a police officer’s duties, the Department takes a no-tolerance position on violations of this policy. A sustained finding will result in disciplinary action, up to and including dismissal.

22.1.3 The Department may refer criminal charges on any employee found to have knowingly violated RCW 69.50.401.

22.2 DEFINITIONS

22.2.1 Reasonable Suspicion: Reasonable suspicion which will justify a supervisor in requiring a drug or alcohol test is an amount of information, knowledge or observation sufficient to cause an ordinary, prudent and cautious person under the circumstances to suspect drug or alcohol use in violation of Police Department policy and current collective bargaining agreement.

22.2.2 Reasonable Period of Time: For purposes of this policy, a reasonable period of time to await the arrival of a Guild or legal representative prior to submission of a blood, urine or breathe sample will be twenty (20) minutes following contact with said representative. In the event that an employee is unable to locate a guild or legal representative after a reasonable number of attempts, the sample collection will commence.

22.2.3 Medical Review Physician: The Medical Review Physician is a licensed physician with the knowledge of substance abuse disorders. He or she must be familiar with the characteristics of the tests, i.e., sensitivity, specificity and predictive value, as well as familiarity with the laboratories conducting the tests and the medical condition and work

exposure of the employee under suspicion. The physician shall be agreed upon by the City and the Guild.

22.3 DRUG AND ALCOHOL TESTING INFORMATION

22.3.1 All sworn police employees are subject to the provisions of this policy. Affected employees will be fully informed of the City's Drug Testing Policy and will be provided with written information concerning the impact of the use of drugs and alcohol on job performance. In addition, employees will be informed of how the tests are conducted, what the tests can determine and the consequences of testing positive.

22.3.2 All newly hired employees will receive information and acknowledge their understanding of the drug testing policy during their new-employee orientation period.

22.4 EMPLOYEE TESTING

22.4.1 Police employees will not be subjected to random medical testing involving urine, blood or breath analysis or other similar tests for the purpose of discovering possible drug or alcohol use except as required in Section 11. If reasonable suspicion exists to believe an employee may be under the influence of drugs or alcohol while on duty

22.4.2 An employee required to undergo such testing will first be presented with the evidence establishing reasonable suspicion. The Department will make every effort during the investigation and the testing to maintain confidentiality.

22.4.3 Employees have a duty to report suspected alcohol or drug use by any other employee while on duty or when use prior to duty might affect later work performance. Any employee may articulate a reasonable suspicion to his or her supervisor or directly to the Chief of Police. Evidence of drug or alcohol use includes, but is not limited to behaviors and physiological factors as listed through the Washington State Criminal Justice Training Commission and the Washington Cities Insurance Program.

22.5 SAMPLE COLLECTION

22.5.1 The testing of blood or urine samples will be performed for determining the presence of drugs. Collection and testing will be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the Substance Abuse & Mental Health Services Administration (SAMSHA). The laboratory chosen must be agreed to between the City and the Guild. The laboratory used shall also be one whose procedures are periodically tested by SAMSHA where unknown samples are analyzed by an independent qualified party.

22.5.2 The testing for alcohol will be conducted by a certified BAC operator using a certified BAC machine.

22.5.3 The results on employee tests will be made available to the Medical Review Physician.

22.5.4 Collection of blood or urine samples will be conducted in a manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures will be followed for all samples as set by SAMSHA. If the security of the sample is compromised in any way, any test shall be invalid and may not be used for any purpose. Blood or urine samples will be submitted as per SAMSHA standards.

22.5.5 An employee may have a Guild or legal representative present during the submission of a sample, provided the representative can be available in a reasonable period of time.

22.5.6 Employees shall not be witnessed while submitting a urine sample. Prior to submitting a blood or urine sample, the employee will be required to sign consent and release form (attached).

22.5.7 With drug testing, a split sample will be preserved in all cases. An independent analysis will always be conducted in the case of a positive test result. All samples must be stored in a scientific acceptable preserved manner as established by SAMSHA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months or for the duration of any grievance, disciplinary action or legal proceedings, whichever is longer. At the conclusion of this period, the paperwork and specimen will be destroyed. Tests shall be conducted in a manner to ensure that an employee's legal drug use does not affect the test results.

22.6 DRUG SAMPLE TESTING

The laboratory shall test for only the substances and within the limits as follows for the initial and confirmation tests as provided within SAMSHA standards. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs.

INITIAL TESTING

Marijuana Metabolites	50 ng/ml
Cocaine Metabolites	150 ng/ml
Opiate Metabolites (1)	2000 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	500 ng/ml

(1)If immunoassay is specific for free morphine, the initial test level is 25 ng/ml

If initial testing results are negative, testing shall be discontinued, all samples are to be destroyed and records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the following listed cutoff values.

CONFIRMATORY TESTING

Marijuana Metabolites (1)	15 ng/ml
Cocaine Metabolites (2)	100 ng/ml
Opiates:	
Morphine	2000 ng/ml
Codeine	2000 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	250 ng/ml
Methamphetamine	250 ng/ml

(1) Delta-9-tetrahydrocannabinol-9-carboxylic acid

(2) Benzoyl ecgonine

If, following confirmatory-testing and independent analysis (if any) the results are negative, all samples shall be destroyed and records of the testing expunged from the employee's file.

22.7 ALCOHOL SAMPLE TESTING

A Draeger machine, or other machine used by Washington State Toxicology, will be used to screen for alcohol use. This screen test shall be performed by an individual qualified through the Washington State Criminal Justice Training Commission, utilizing equipment certified by the Washington State Patrol. Two samples shall be taken. If testing results are negative, testing shall be discontinued, all samples destroyed, and records of the testing expunged from the employee's file.

22.8 MEDICAL REVIEW PHYSICIANS

The role of the Medical Review Physician will be to review and interpret the positive test results. He/she must examine alternative medical explanations for any positive test results. This action shall include conducting a medical interview with the affected employee, review of the employee's medical history and review of any other relevant biomedical factors. The Medical Review Physician must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

22.9 LABORATORY RESULTS

The laboratory will advise only the employee and the Medical Review Physician for any positive drug test. The results of a positive drug test can only be released by the Medical Review Physician once he/she has completed his/her review and analysis of the laboratory's test. The City will be required to keep the results confidential and they shall not be released to the general public except as provided by law, or when ordered by a court. In the case of BAC results, the operator shall advise the Medical Review Physician of test results. All rules of confidentiality will apply.

22.10 TESTING PROGRAM COSTS

The City will pay for all costs involving drug and alcohol testing, as well as the expenses involved for the Medical Review Physician.

22.11 REHABILITATION PROGRAM

Any employee who tests positive for alcohol, or drugs legally prescribed to the employee, shall be medically evaluated, counseled and treated for rehabilitation as recommended by the EAP Counselor. Upon successful completion of a recommended rehabilitation program and return to work, the Chief of Police may require the employee to be re-tested randomly once every quarter for the following twenty-four (24) months. Any employee may voluntarily enter rehabilitation without a requirement for prior testing. Employees shall not be subject to re-testing the first time they voluntarily enter a rehabilitation program on their own initiation without having tested positive after a finding of reasonable suspicion. Subsequent voluntary rehabilitation admissions shall be treated the same as a positive test result requiring the employee to participate in the testing program below. The treatment and rehabilitation costs shall be paid as per the current City of Mount Vernon insurance program. Any costs over and above the insurance coverage shall be paid for by the employee. Employees will be allowed to use their accrued leave for the necessary time off involved in the rehabilitation program. For the purposes of this agreement, "Leave" shall include accrued sick time, vacation time, compensatory time, and holiday comp time.

If any employee tests positive during the twenty-four (24) month period, the employee will be re-evaluated by a drug or alcohol counselor to determine if the employee requires additional counseling and/or treatment. The employee will be solely responsible for any costs, not covered by insurance, which arise from this additional counseling or treatment.

22.12 DUTY ASSIGNMENT AFTER TREATMENT

Once an employee successfully completes rehabilitation, he/she shall be returned to duty; however, the Chief of Police may elect to transfer the employee to a more suitable assignment.

22.13 RETENTION OF INFORMATION

Documentation of confirmed positive testing will be placed in the employee's medical file. Documentation of the results of administrative action stemming from misconduct will be placed in the employee's personnel file. Retention of such documents will be in accordance with existing Department policy.

22.14 MANAGEMENT'S POSITION ON POSITIVE DRUG TESTS

Upon completion of due process, together with a showing of just cause, the City may terminate from employment any employee who tests positive for illegal drugs.

22.15 RIGHT OF APPEAL

The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that he/she may grieve any other City action.

22.16 GUILD HELD HARMLESS

The City assumes the sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement related to drug and alcohol testing. The Guild shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program.

22.17 CHANGES IN TESTING PROCEDURES

The parties recognize that during the life of this Agreement, there may be improvements in the technology of testing procedures which provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree on the amendments, they will be submitted to impasse procedures outlined in RCW 41.

22.18 CONFLICT WITH OTHER LAWS

This Article is not intended to supersede or waive any constitutional or other rights that employees may be entitled to under federal, state or local statutes.

**MOUNT VERNON POLICE DEPARTMENT
EMPLOYEE CONSENT/RELEASE FORM**

I _____ consent to the collection of a blood/urine sample by _____ and its analysis by _____ for those drugs specified in the Collective Bargaining Agreement.

The laboratory administering the tests will be allowed to release the results only to the Chief of Police and myself and only after the results have been reviewed and interpreted by the Medical Review Physician. The information provided to the Chief of Police shall only indicate a confirmed positive or negative result. No other results of the test will be released without my written consent. The results will be secured in compliance with medical confidentiality requirements of the Americans With Disabilities Act.

I understand that I have the right to my complete test results and that the laboratory will preserve the sample for at least six months. I have the right to have this sample split and a portion tested at the City's expense at a second SAMSHA certified laboratory of my choice in the event the test results are confirmed positive.

I understand the City is requiring me to submit to this testing as a condition of my employment and that alteration of the sample or failure to reasonably cooperate with the collection of the sample may result in disciplinary action, up to and including dismissal.

I understand that a confirmed positive test may result in a requirement that I undergo rehabilitation.

By signing this consent form, I am not waiving any rights under federal, state or local law, or administrative or common law provision. I understand that I have the right to challenge any confirmed positive test result and any City action based thereon, by filing a grievance under the Collective Bargaining Agreement.

ACKNOWLEDGEMENT

I have read and understand my rights as set forth above

Employee _____ Date _____

Witness _____ Date _____

ARTICLE 23 – INTERNAL AFFAIRS REVIEW

23.1 INTENT

No action by the Police Department is likely to receive closer public scrutiny than the internal review process following a complaint of official misconduct. One of the Police Department's Organizational Values, subscribed to by all members, states it "...believes it must be accountable to the community it serves". The Department has averred that it exists to serve the community and is committed to openness and scrutiny. In that the power to police comes from the consent of those being policed, it is critical to the mission of the Police Department to maintain a high level of citizen trust and confidence. The Department must therefore not be an entity unto itself, shrouded in secrecy.

It is the intent of this Article to establish a citizen review panel to be employed in certain specific instances when public trust and confidence are most at risk. The purpose of the Citizen Review component is to add a citizen perspective in reviewing actions perceived to infringe on civil rights, ethical lapses, and similar matters as defined herein.

23.2 STRUCTURE

The Citizen Review component of the Department's Internal Affairs function is structured as follows:

Two qualified community members of high professional ability and reputation will be selected to review the Department's final IA investigative report. A qualified community member must be one who has completed a Citizens Academy or a substantially similar course or is a professional currently in or retired from the criminal justice system or judicial system.

The panel's role is advisor to the Chief of Police on investigative thoroughness and objectivity.

The panel members will be selected by the Chief of Police, subject to the assent of a Guild representative.

The panel members will serve until removed by the Chief, subject to the assent of a Guild representative. It is understood that the Guild may petition to have a panel member removed for good reason.

The panel members will only have access to the preliminary and final report prior to being submitted to the Chief of Police. The panel members will not be allowed to review any other documentation including but not limited to investigative notes, medical reports, personnel files, etc.

The panel's authority and jurisdiction is advisory and may be employed only for the following investigative classifications:

Police conduct resulting in death or grievous injury.

Allegations of Civil Rights violations.

Police corruption, including theft, dishonesty, severe breach of ethics.

The panel may recommend further investigation or ask for specific clarification prior to the final document being submitted to the Chief of Police.

23.3 CONFIDENTIALITY

All information made available to the panel is confidential and privileged to the extent permitted by law. There will be no secondary dissemination of any part of the report in any form except as allowed by Department policy and only through the Chief of Police or City Attorney.

The parties recognize the great importance of maintaining such confidentiality and the damage which can occur when the confidentiality of the proceedings are compromised. In recognition of the possibility of that damage and difficulty of ascertaining the extent of the damage, the parties agree that a liquidated damages provision should be maintained in lieu of traditional remedies. The parties agree that for each instance of a breach of confidentiality by a panel member, then the City, as the proponent of this arrangement, shall pay the affected member a sum of liquidated damages equal to ten thousand dollars (\$10,000.00) and in return the Guild and the employee seeking the liquidated damages shall waive other remedies which might be available from the City for the breach. A dispute against the City shall be grievable solely on the question of whether the breach of confidentiality occurred, the parties having agreed that the liquidated damages shall serve as the sole and exclusive remedy against the Employer. If a panel member receives a subpoena to testify, such testimony will not be considered a breach of confidentiality.

The parties further recognize the mandate of the Washington Public Records Act, Chapter 42.17 RCW. Upon receiving a request for disclosure pursuant to that statute, the City shall employ reasonable means to notify the Guild of receipt of the request 72 hours prior to release of any public records; transmission by facsimile shall constitute such reasonable means. Pursuant to RCW 42.17.330, the Guild shall take such steps as the Guild, in its sole discretion, determines to be reasonable to obtain an order in the Superior Court of Skagit County enjoining the City from disclosing the requested records. Such notice to the Guild shall satisfy the City's obligations under this section, and the City shall not breach its obligations hereunder to maintain confidentiality by disclosing documents in the event that the Guild for any reason fails to secure an order enjoining the City from disclosing such records. The City shall not be precluded or prevented by this paragraph from seeking an order enjoining the disclosure of public records.

ARTICLE 24 - LIMITED DUTY

The Police Department has limited-duty positions available only to members covered under this contract who are temporarily disabled due to injury or illness.

Limited-duty is defined as temporary tasks and responsibilities that may or may not be found within of the member's regular job description and may cross over entirely to another classification.

Prior to any return to work in a limited capacity, the member shall request limited duty and provide the Chief of Police and Human Resources Department with written proof of the attending doctor's review of the limited-duty job description and further shall provide the physician's written release to undertake the listed duties. If the member does not request limited duty when given authorization from their physician to return to work in a limited capacity, it is the member's responsibility to contact Labor and Industries to notify them of any time loss requested.

There will be no return to work until the appropriate supervisor has been notified and is prepared to receive and supervise the limited-duty member. Every attempt will be made to accommodate the member within seventy two (72) hours of notification.

No limited-duty assignment shall occur for more than 40 working days. A member becomes eligible for a limited-duty assignment six (6) following the end of his/her last such assignment.

Any member classified as permanently disabled to perform the essential functions of the position currently employed for is ineligible for the temporary limited-duty assignment.

A member suffering from a duty-related disability shall have priority standing to occupy the limited-duty position over a member with a non-duty related disability. Should the limited-duty position be occupied by a member with a non-duty disability when requested by another member with a duty-related disability, the position shall be vacated and made immediately available.

There shall be no express or implied right to a limited-duty position other than as described above. In the sole discretion of the Chief, a second limited-duty position may be occupied if present workload supports the request.

The Chief of Police may add or subtract duties from the limited-duty job description as necessary to reflect current Department conditions and needs.

ARTICLE 25 - POLICE PROFESSIONAL LIABILITY INSURANCE

- 25.1 The Employer agrees to remain a covered participant in the Washington Cities Insurance Authority or to obtain alternative coverage for Liability and Errors and Omissions Policy for the employees in the performance of their duty in accordance with the terms, conditions and limits of the insurance pool.
- 25.2 The Employer shall reimburse any employee in the bargaining unit for any reasonable legal expenses which the employee shall be legally obligated to pay as a result of court action and coroner's inquests, against said employee regarding an incident where such employee acted reasonably and lawfully and within the scope of said employee's authority and assigned duties and authority as a Mount Vernon Police Officer, and which are necessary in order for such officer to secure legal representation. A judicial determination that the employee was so acting made as a part of such litigation shall be binding on the issue. Where no such judicial determination is made and the Employer and employee cannot agree on reimbursement, the employee shall have recourse through the grievance procedure. The employee may designate the attorney, so long as the City's reimbursement is limited to the amount the City would pay to an attorney it would have designated. This provision allowing employees to select their own counsel shall not apply to actions which are covered by WCIA insurance as outlined in Section 25.1.

ARTICLE 26 – DISHONESTY

If there is clear and convincing evidence that an employee was dishonest during the formal interview process in an internal investigation, a presumption of termination shall apply. For purposes of this presumption of termination the Department must prove dishonesty by clear and convincing evidence. Dishonesty is defined as intentionally providing false information, which the employee knows to be false, which the employee knows to be false, regarding facts that are material to the investigation or in the course of official duties. The City will not discipline an employee solely due to placement on a Brady list.

ARTICLE 27 - STRIKES

The Guild agrees that there will be no strikes, slowdowns, stoppage of work, or any interference with the efficient management of any of the Departments covered in this Agreement.

ARTICLE 28 - DISTANCE OF RESIDENCE

Due to the emergency nature of some specialized police functions, members recognize a responsibility to be available and ready to perform these functions in a proper and effective manner. To accomplish these specialized functions, members who are assigned to these temporary assignments will reside at a residence that will allow them to be present at the intersection of Continental and East College Way (police department) in an elapsed time of no more that 45 minutes travel time under normal travel conditions. The temporary

assignments include Criminal Investigations and supervisor, Police Tactical Team and supervisor, and the Crisis Negotiation Team and supervisor.
K-9 officers shall reside at a residence no more than 20 minutes from the city limits of Mount Vernon.

ARTICLE 29 – SAVINGS CLAUSE

If any of the provisions of this Agreement or the application of such provisions should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 30 – ENTIRE AGREEMENT

This Agreement and all of its Articles, Addendums and Appendices constitute the entire Agreement between the parties and no oral statement shall add to nor supersede any of its provisions. Each party to this Agreement agrees that it has had the unlimited right to make proposals that are proper subjects for collective bargaining and waives the right to oblige the other party to negotiate any matters to become effective until the expiration of this Agreement.

ARTICLE 31 – DURATION OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2019, through and including December 31, 2022. This Agreement may otherwise be modified by the mutual consent of the Employer and Union.

SIGNED this 16th day of May, 2019



MAYOR, CITY OF MOUNT VERNON



PRESIDENT, MOUNT VERNON
POLICE SERVICES GUILD

APPROVED AS TO FORM



CITY ATTORNEY

ATTEST: 

ADDENDUM "A" - WAGES

ARTICLE 11 – WAGES

11.1 Effective January 01, 2019, through December 31, 2021, the City shall set salaries for each pay step of Patrol Officer and Sergeant as illustrated below:

Patrol Officer

Years of Service	1/1/19
0 – 1 year	\$75,126
Over 1 year – 2 years	\$78,711
Over 2 years – 3 years	\$82,321
Over 3 years – 5 years	\$85,845
Over 5 years	\$89,442

Sergeant

Years of Service	
0-1 year	\$98,813
Over 1 year – 2 years	\$102,422
Over 2 years	\$106,255

11.2 Effective January 1st of each year of this contract, the patrol officers and Sergeant's wages shall be increased over the previous year Wages by 2.5%.

11.3 Longevity Incentive. Employees will receive longevity premiums in the following amounts:

Completed Years of Service with Mount Vernon Police Department	Monthly Amount
05	1% of base salary
10	2% of base salary
15	3% of base salary
20	4% of base salary
25	5% of base salary
30	6% of base salary

11.4 Education Incentive. Employees will receive education premiums in the following amounts:

Degree	Monthly Amount
BA	4% of base salary
MA	4% plus \$100

ADDENDUM "B" - UNIFORMS AND EQUIPMENT

ARTICLE 18 - UNIFORMS AND EQUIPMENT

All uniforms, equipment and accessories listed below are restricted to duty related use only.

- 18.1 Departmental Approved Uniforms and Equipment - It shall be the responsibility of the Police Department to furnish the listed required uniforms, associated equipment and accessories, as needed, to all department employees. The uniform material shall be mutually agreed upon.

Uniform Items	Quantity
Shirts	3 Winter/3 summer
Pants (55/45)	3
Jacket	1
Sweater	1 upon request
Raincoat	1
Coveralls	1 upon request
Hat, Cloth and Rain Cover	1 ea.
Necktie	1
Light Body Armor w/cover	1 (2 cotton covers)
External Vest Carrier-mngmt approved	1
Shoes or Boots - \$200.00 Maximum	As needed
Uniform Accessories	
Shoulder Patch	As needed
Insignia of Rank	As needed
Service Marks	As needed
Tie Clasp	1
Badge (Shirt, Coat, Cap, Wallet)	1 ea. as required
Removable Buttons	2 sets
Collar Insignia	2 sets
Name Plate	2
Belt (Pants)	1
Department Billed Cap	1 upon request
Gloves (As approved by Dept.)	1 pr. upon request
Winter Cap	1 upon request
Associated Equipment	
ID and Holder	1
Gun Belt	1

Belt Keepers	As needed
Key Keepers	1
Holster	1
Clip Case	1
Clips	3
Duty Weapon	1
Handcuffs w/key**	1 pr
Cuffs w/case	1
Radio Holder	1
Stick/Light Ring	1 ea.
Briefcase	1 upon request
Groin Protector	1 upon request
Baton	1 upon request

**A second pair of handcuffs and case will be available upon request of an officer through the Operations Lieutenant.

Special Duty Uniforms and Accessories

Motorcycle Boots (Leather)	1 ea. as needed
Motorcycle Pants	3
Motorcycle Jacket	1
Motorcycle Gloves	2 (1 winter/1 summer)
K-9 Coveralls	4 (2 winter/2 summer)
Detective (POLICE) Jacket	1
K-9 Boots	1 as needed
Detective Coveralls	1

18.1.1 Other Optional Equipment - Any other optional equipment not listed shall be considered for approval on a case by case basis.

- 18.2 All issued uniforms, accessories and equipment shall remain the property of the Police Department.
- 18.3 The employee is responsible for the reasonable care of all issued items.
- 18.4 It shall be the Department's responsibility to set repair and replacement standard for all issued items. These standards shall be met through regular inspection. Items deemed in need of repair or replacement shall be repaired or replaced immediately by the Department.
- 18.5 Neglected, abused or intentionally destroyed items shall be immediately repaired or replaced by the employee.
- 18.6 The Department shall replace currently held uniforms and equipment in new conditions, as needed, to the quantities listed in 18.1.

18.6.1 All uniforms and equipment held by the employee prior to implementation of this Quartermaster System shall be considered the property of the employee and shall accompany the employee upon termination.

18.6.2 Any uniform or equipment items issued as an "original issue" shall be considered the property of the Department and shall be surrendered upon termination.

18.7 The quartermaster systems described above shall operate on a turn-in basis.

18.8 At such time as the Department might change the uniform, accessories or associated equipment, all affected items shall be replaced in the quantities listed in 18.1. All such changes in these items shall be considered replacement items.

ARTICLE 18A - CLOTHING ALLOWANCE

18.A.1 The Police Department shall provide a clothing and shoe allowance for all sworn employees assigned to plain-clothes duties excluding narcotics investigations so long as they hold that assignment. The allowance shall be in an amount not to exceed eight hundred (\$800) dollars in the initial year of such assignment, seven hundred and fifty dollars (\$750) the second year and, four hundred and fifty (\$450) dollars per year thereafter. The allowance shall be paid on assignment to plain clothes duties for the initial year and shall become eligible for use of subsequent allowance amounts on the anniversary of assignment to plain clothes duties. Any residual unused amount shall be forfeited upon reassignment to uniform duty.

Allowance items include the following:

Sports Coats	Slacks	Belts
Overcoats	Business Shirts	Ties
Skirt/Dress	Dress Shirts	Dress Shoes/Boots
Sweaters		

18.A.2 The Police Department shall provide an annual clothing and shoe allowance for all sworn employees assigned to the Narcotics Unit so long as they hold that assignment. The allowance shall be in an amount not to exceed four hundred dollars (\$400) the initial year of the assignment and two hundred dollars (\$200) per year thereafter and may only be utilized to purchase clothing items reasonably necessary for covert activities. No cleaning services will be provided for items purchased with this allowance. Any residual unused amount shall be forfeited upon reassignment to uniform duty.

18.A.3 Employees assigned to plain-clothes Criminal Investigations duty for a period of four (4) months or less shall be eligible for the clothing allowance in Article 18A.1 if required by the Department to meet the dress code.

ARTICLE 18B - CLEANING AND REPAIR

18B.1 The Police Department shall provide cleaning for all uniform items, as needed, and shall assume the responsibility for damage or loss during cleaning.

18B.2 The Department shall provide cleaning for the following plain clothes items for officers assigned to Criminal Investigations and Crime Prevention duty as needed with the exception of leather or exotic materials that require non-traditional dry cleaning methods.

Sports Coats	Ties	Sweaters
Slacks	Skirts/Dresses	Overcoats
Dress Shirts	Business Suits	

18B.3 Upon inspection and determination by a Command Officer, damaged uniforms, plain clothes items (excluding damage due to normal wear and tear) or equipment shall be repaired or replaced by the Department.

18B.4 Upon inspection and determination by a Command Officer, personal items damaged or destroyed while on duty and in the course of conducting official business, shall be repaired or replaced by the Department. The cost of repairs or replacement shall be limited to two hundred and fifty (\$250) dollars annually per employee **providing** the damage is not the direct result of the employee's negligence. Personal jewelry items such as rings, chains, bracelets, personal watches, etc., shall not be eligible for such repair and replacement.

ADDENDUM "C" – BILL OF RIGHTS

POLICE OFFICER'S BILL OF RIGHTS

In an effort to ensure that any investigation of members of the Mount Vernon Police Department shall be conducted in a lawful manner, which is conducive to good order and discipline, the following laws and guidelines shall be adhered to.

1. All Police Department employees shall be entitled to the protection of their Constitutional and Civil Rights guaranteed by the Federal and State Constitutions.

2. When employees are under investigation and subjected to interrogation by their supervisor or any other members of the Department which could lead to punitive action, the interrogation shall be conducted under the following conditions. (For purposes of this section, punitive action is defined as any action which may lead to dismissal, loss of days, loss of annual leave days or holiday credits; suspension with or without pay, demotion or reduction in salary.)

- A. The employee shall be advised in writing of the nature of the investigation and whether the employee is a potential witness or potential suspect or a suspect. This written notification shall be provided the employee 72 hours prior to any formal interview (excluding weekends and holidays) unless the seriousness of the investigation requires lesser notification.
- B. The questioning, which shall not violate nor attempt to violate the employee's Constitutional or Civil Rights, shall take place at an agreeable time and place.
- C. Before any requests for written statements or interrogation commences, the employee shall be furnished with a copy of the complaint, be advised of the name and address of the complainant, and the employee will also be provided with any other information to apprise him/her of the allegations of any such complaint, and shall be informed of the minimum and maximum disciplinary action that could take place.
- D. The officer under interrogation shall be informed of the name, rank, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during interrogation. All questions directed to the officer under this interrogation shall be asked by and through the interrogator.

- E. The employee shall be afforded an opportunity and facilities to contact and consult privately with a person of his/her own choosing and/or attorney. The representative and/or attorney may be present during all questioning and may counsel the employee.
- F. Any questioning or interrogation of an employee shall be at a reasonable hour, taking into consideration the nature of the complaint and the mental state of mind of the employee. As far as practicable, questioning will be conducted while the employee is on duty, unless circumstances dictate otherwise. If such interrogation occurs during off duty time of the employee being interrogated, the employee shall be compensated for such off duty time in accordance with regular Department procedures.

3. It shall be unlawful for any person, firm, corporation or the State of Washington, its political subdivisions or municipal corporation to require any employee covered by this agreement to take or be subject to any lie detector, polygraph or similar test as a condition of continued employment (see RCW 49.44.120, 130).

4. Investigations into allegations which might result in disciplinary action should proceed as swiftly and expeditiously as possible. The employee should be notified of a disciplinary decision no later than 14 days following the completion of the investigation.

5. No employee covered by this agreement shall be subjected to any form of harassment or disciplinary action for exercising his/her Constitutional and/or Civil Rights under this article. Police Department employees, when appearing before any interrogation session regarding disciplinary action that may affect their employment, shall be allowed, if they choose, to request that the meeting be tape recorded in accordance with RCW 9.73.

6. An employee shall be permitted to read any material affecting his/her employment before it may be placed in the personnel file or performance file and the employee shall be allowed to rebut such statements in writing, such rebuttal to be attached to the file copy of the statement. The employee may request a formal hearing to delete any such statements placed in his/her personnel file which have been provided to him/her which is believed to be unreasonable.

7. Rules of conduct which attempt to govern or control an officer's private life while off duty shall be judged in light of applicable Federal and State Laws, regulations, and ordinances.

8. No public statement shall be made prior to a disciplinary decision by the Police Department or other City official, and no public statement shall be made if the officer is found innocent, unless the officer specifically requests a public statement be made.

9. MEDICAL RECORDS

The Employer has the right to require medical examinations (physical and psychological) of all employees covered by this Agreement, provided the examination is job related and consistent with business necessity. The Employer has the right to require certification from the employee's physician that an employee is physically and mentally able to return to work

following a period of medical leave. The Employer also has the right to require such certification from its own physician, consistent with business necessity.

The Employer may also require examination when it has an objective, legitimate and non-discriminatory basis to doubt that the employee is capable of performing his or her job. An employee may request that his/her personal physician be designated as the examining physician. In the event the City designates its own physician, the City shall pay the costs of such examinations. No employee shall lose pay because a required physical and/or mental examination is scheduled by the Department during all or part of his/her normal work day.

The information provided to the Employer shall be limited to one (1) whether the employee is fit for duty, and information relevant to any potential accommodations and (2) if the employee is deemed not fit for duty, whether such unfitness is permanent or temporary, and if temporary, when the employee will either return to fitness or be re-examined.

If the employee believes that the conclusions of the examining professional are in error, he/she may obtain an additional examination at his/her own expense. The Employer will provide the examining professional with documents which were provided by the Employer to the Employer's examining professional. A copy of the conclusions will be provided by the examining professional to the Employer and a copy of the full report will be provided to the Employer's examining professional. The Employer will undertake to have the Employer's examining professional make him/herself available to answer appropriate questions by the examining professional who conducts the independent examination.

The employee will be responsible for executing the waiver attached as Appendix __

In the event of a grievance, the Employer will release to the employee a copy of the medical information that has been provided to the Employer in evaluating fitness for duty. The Employer will work with the employee to obtain additional information from the examining professional. The employee making the request for release or transfer of examination materials shall execute waiver forms as needed.

The Employer will comply with the Americans with Disabilities Act (ADA) in all such examinations. All medical records maintained by the Employer will be maintained in separate confidential files, consistent with the ADA.

MEDICAL RELEASE

I, _____, hereby release
Dr. _____ to provide the following medical information
to my employer. In accordance with sections 102(c)(B), 102(c)(C) and 102(c)(4)(C) of the
Americans with Disabilities Act, the above-named doctor is required to maintain all medical
records in association with the examination of me on separate forms and in separate medical
files and must treat those records as a confidential record with the following exceptions:

The above-named doctor may advise my employer regarding:

Psychological or physical fitness to perform all the essential functions of my current
job classification;

If unable to perform all those functions, the duties that I am able to perform and which
duties I am not able to perform;

If unable to work at this time, when I can reasonably be expected to return to work at
my regular duties;

Any necessary restrictions on my work or duties;

Any necessary accommodations which may be required to allow me to perform the
essential functions of my current job classification; and

Any recommendation for psychotherapy or other form of therapy, counseling or
medical treatment.

This Release is intended to grant no further access to my confidential medical records than the
Americans with Disabilities Act allows, and the examining physician is instructed accordingly.

Patient

Date

ADDENDUM “D” – PATROL SCHEDULE

Section 10.1

Schedule Three: Patrol Officers shall work two consecutive twelve (12) hour shifts followed by two consecutive days off followed by three (3) consecutive twelve (12) hour shifts followed by two (2) consecutive days off, followed by two (2) consecutive days on, followed by three (3) consecutive days off.

One eight (8) hour shift will be scheduled every 14 day period in place of the regular twelve (12) hour shift. This shift will be scheduled in advance by management. (Adjustment of 8 hour day once assigned will take place by mutual agreement between management and employee). The eight (8) hour shift may be adjusted within the normal standard shift time without 7 days' notice.

Shift rotations will occur every 4 months (days to nights, nights to days).

10.1.2 The parties adopt a fourteen (14) day work period for the purposes of the schedule and adopt a 28 day work cycle for purposes of Section 7K of the fair Labor Standards Act.

10.1.3 Unless otherwise provided in this agreement, employees assigned to Patrol will be scheduled to work the following shifts:

Day: 6:00 a.m. to 6:00 p.m.
8 hour shift – 10:00 a.m. to 6:00 p.m.
Night: 6:00 p.m. to 6:00 a.m.
8 hour shift – 10:00 p.m. to 6:00 a.m.
Power: 3:00 p.m. to 3:00 a.m.
8 hour shift – 3:00 p.m. 11:00 p.m.

10.1.4 Alternate work schedules may be implemented by mutual agreement between the City and the Guild:

When an employee working a 12-hour schedule is temporarily reassigned to work activities such as training, special duty, or some other work activity where the assignment is less than 12-hours, the employee will make-up his/her scheduled work hours in one of the following ways:

- a. By mutual agreement, adjust the 8-hour shift to a different day or extend the employee's scheduled work hours on the 8-hour shift day. The adjustment will take place during the current FLSA cycle. Employee will return to work in uniform, check in with supervisor, and perform regular duty functions.
- b. Use accrued leave with Supervisor or Command approval.
- c. Submit an alternative work plan, in writing, prior to the adjusted day for remaining hours on scheduled shift. A supervisor or command level officer must approve the plan prior to the adjusted day. A work plan will describe the nature of work to be performed, location it will occur, estimated completion time and any other descriptors that would aid in approval.

10.1.5 The parties agree that the 12-hour scheduling will be self-supporting within the Patrol Squads/Power positions and not unreasonably depend on specialty positions to back fill minimum coverage. As a guideline, if minimum staffing shortage can't be corrected by adjusting an on-duty squad or power shift member, backfill using Special Operations or a shift callback/holdover will be considered first. When the backfill is for a period longer than four hours, a call back from the off-duty squad will be the first consideration.

10.1.6 The annual patrol schedule will be chosen by management and posted by December 1st.

10.1.7 Employees scheduled on patrol shall receive an additional fifteen (15) minute break in addition to the two thirty minute rest periods covered under Article 10 (Section 10.7).

Section 10.2 - Overtime

Employees working Schedule Three shall receive overtime pay for all hours worked in excess of twelve (12) hours in a twenty-four (24) hour period or for time worked in excess of one hundred seventy one (171) hours in twenty-eight (28) consecutive twenty-four (24) hour periods.

It is the intent of this sub-section that, when possible, employees will be granted a minimum of eight (8) hours off between shifts and will not work in excess of 16 hours in a 24 hour period. Exceptions may be made due to exigent or emergency situations. Examples of exigent situations where employees may be required to work more than 16 hours in a 24 hour period include, circumstances outside of operational control (ex: officer shooting), necessary report completion, and court appearances. Anything less than eight (8) hours shall be compensated at the rate of one and one-half (1 ½) times the hourly rate.

The following exceptions will apply:

1. Shift rotations
2. Employees attending training sessions, i.e.: an employee attending training shall not be paid for a lunch break. If the lunch break is a "working lunch" in which the employee is not free to leave and must continue to work, that time will be compensated.
3. By mutual agreement between the parties.

