

AGREEMENT

By and Between

CITY OF MERCER ISLAND, WASHINGTON

and

**MERCER ISLAND POLICE ASSOCIATION
(SUPPORT)**

January 1, 2022 – December 31, 2024

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

This Agreement is effective the 1st day of January, 2022 and is entered into by and between the City of Mercer Island, Washington, hereinafter, referred to as the "Employer" or "City" and the Mercer Island Police Association, hereinafter referred to as the "Association," representing the Support Services Bargaining Unit. All terms and conditions of this Agreement shall be effective January 1, 2022 through December 31, 2024.

ARTICLE 1 – RECOGNITION

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

ARTICLE 2 - UNION MEMBERSHIP

- 2.1 The City recognizes that bargaining unit members may, at their discretion, become members of the Association. The City shall not discriminate against any employee because of their membership status or Association activity.
- 2.2 The City shall provide the Association with the name, address, and telephone number of all new bargaining unit members. As soon as practicable, the Employer shall provide an opportunity for the Association to meet with new bargaining unit members to discuss Association representation. When requested by the Association, the Employer shall provide the Association with a roster of employees covered by this Agreement.
- 2.3 Upon written authorization by an employee and approval by a representative of the Association, the City agrees to deduct from the wages of each employee the sum certified as initiation dues, assessments, and monthly Association dues, and forward the sum to the Association's Secretary or Treasurer. The Association agrees that it shall indemnify the City and save the City harmless from any and all claims, awards, judgments, attorney's fees, or other litigation costs which may be made by an employee or employees against the City by virtue of the application of this section.
- 2.4 An employee may revoke their authorization for payroll deduction of payments to the Association by written notice to the Employer and Association.
- 2.5 Designated representatives of the Association shall suffer no loss of pay while performing functions related to the administration of this Agreement, provided reasonable advance notification is given to the appropriate supervisor. The City retains the right to restrict such activities when an emergency exists or where such activities would create a danger to public

safety.

ARTICLE 3 – DEFINITIONS

- 3.1 Probationary Employee. A support services employee who has not completed the first twelve months of continuous employment. Probationary employees shall earn benefits and shall be eligible to use them as provided in this Agreement.
- 3.2 Regular Employee. An employee who has successfully completed their probationary period. Regular employees receive benefits as set forth in this Agreement.
- 3.3 Casual Employee. An employee who is hired to work on an as needed basis.
- 3.4 Full-Time Employees. An employee who is hired to work the normal work schedule as defined in Section 4.2.
- 3.5 Part-Time Employees. An employee who is hired to work one-half of the normal work schedule or more as defined in Section 4.2.
- 3.6 Anniversary Date. One year after an employee's date of hire and that date every year thereafter.
- 3.7 Basic Hourly Rate of Pay. Basic hourly rate of pay shall mean the hourly rate as shown in "Basic Hourly" of the pay scale in Appendix A, which includes any longevity and rank pays, but does not include any other additional pays.
- 3.8 Regular Hourly Rate of Pay. Regular hourly rate of pay shall mean the total non-overtime compensation (inclusive of basic pay and all other pays, such as premium and/or incentive pay) received by an employee. For purposes of calculating the regular hourly rate of pay, each additional pay will be calculated separately first and then added together with the basic pay to determine the regular rate. For example, if an employee's basic pay is \$45 and an employee has one additional pay of 2%, then you would take 2% of \$45 (\$0.90) and add it to \$45 for a total regular hourly rate of pay of \$45.90. If the employee received two additional pays at 2% each, their regular hourly rate of pay would be: \$45 + \$0.90 + \$0.90 (\$46.80). It would not be calculated by adding the additional pays of 2% and 2% together for 4% and then multiplying the 4% by \$45.

ARTICLE 4 - HOURS OF WORK AND OVERTIME

- 4.1 Normal Workday for Records Section/Police Support Officer /Evidence Technician. The normal workday for full-time Records Specialists shall consist of eight (8) consecutive hours, including a paid thirty (30) minute meal period. The normal workday for Police Support Officer shall consist of eight (8) consecutive hours and include a thirty (30) minute meal period. An employee assigned as a Police Support Officer shall be subject to immediate call out during meal and rest periods. The normal workday for part-time employees, including the Evidence Technician, shall consist of four consecutive hours, not to include a meal period.
- 4.2 Normal Work Schedule for Records Section/Police Support Officer/Evidence Technician. The normal work schedule for Records Section employees shall be five consecutive normal workdays

followed by two consecutive days off. In order to facilitate adequate coverage due to illness or vacation, the normal work schedule may be modified. Depending upon special needs and events as determined by the City, the Police Support Officer may be assigned to work some evening shifts and weekends, in lieu of the normal eight (8) hour shift, five (5) days on, followed by two (2) days off schedule. In addition, for employees filling Records Specialist positions, alternate work schedules may be utilized upon mutual agreement of both parties. All unit employees will receive a thirty (30) minute meal period and two (2) fifteen (15) minute rest periods each workday.

- 4.3 Normal Work Schedule for Marine Support Officer. The Marine Support Officer(s) shall work an eight (8) hour shift with five (5) days on, followed by two (2) days off, followed by five (5) eight (8) hour days on, followed by three (3) days off. This 5-2/5-3 schedule will be implemented during the boating season, which extends from April 1 through September 30, annually. For the remainder of the year, a 5-2, eight (8) hour schedule will be implemented. This annual schedule accounts for 2,040 hours worked and as a result, the Marine Support Officer(s) shall work one (1) extra eight (8) hour shift in the vicinity of April 1 of each year and another one (1) extra eight (8) hour shift in the vicinity of September 30 of each year, provided that the extra shift does not result in a work week in excess of forty (40) hours.
- 4.4 Normal Work Week Full-Time. The normal work week shall consist of forty hours of work within a consecutive seven-day period.
- 4.5 Overtime. All hours worked in excess of eight (8) in one day, all hours worked in excess of the normal work week, excluding part-time's normal work week, or all hours worked on a scheduled off duty day shall be considered overtime. Overtime shall be paid at one and one-half times the employee's regular rate of pay. Overtime must be authorized by the City. Time paid for, but not worked shall not count as hours worked for purposes of computing overtime. Hours paid at the overtime rate are not hours worked or paid hours for purposes of computing longevity increments or retirement benefits. The City shall attempt to meet its overtime requirements on a voluntary basis.
- 4.6 Compensatory Time. The City shall pay all authorized overtime on a cash basis. Provided, however, that nothing in this Article shall be construed as to prohibit the employee the option of taking compensatory time off in lieu of paid overtime, provided the accumulation and use of such time is provided by the administrative officer or officer officially acting in that capacity, and the compensatory time is compensated at the time and one-half rate. Provided, further, however, that in no case may an employee accrue more than 240 hours of compensatory time. Compensatory time may be used or cashed out in one-quarter of an hour increments. Upon termination of employment with the City, the employee will be paid for all unused compensatory time at the employee's current regular rate of pay or the average of the employee's regular rate of pay during the preceding three years, whichever is higher. Cash-outs of unused compensatory time include longevity pay.
- 4.7 Rest and Meal Periods. Meal and rest periods shall be handled in accordance with W.A.C. 296-126-092.
- 4.7.1 Employees shall be allowed a meal period of at least 30 minutes which commences no less than two hours nor more than five hours from the beginning of the workday.

- 4.7.2 No employee shall be required to work more than five consecutive hours without a meal period.
- 4.7.3 Full time employees working three or more hours longer than a normal workday shall be allowed at least one 30-minute meal period prior to or during the overtime period.
- 4.7.4 Employees shall be allowed a rest period of not less than ten minutes, on the City's time, for each four hours of working time. Rest period shall be scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three hours without a rest period.
- 4.7.5 Where the nature of the work allows employees to take intermittent rest periods equivalent to ten minutes for each four hours worked; scheduled rest periods are not required.
- 4.8 Pay Periods and Pay Days. Employees shall be paid every fourteen days until the City switches to a bi-monthly payroll schedule. The City will provide the Association six months' advance notice of the payroll change and will bargain the impacts prior to implementation.
- 4.9 Call Back. An employee called in to work after completing their normal workday or normal work schedule, excluding part-time employees, shall be paid a minimum of three hours at time and one-half times their regular rate of pay. Employees who are not notified by 5:00 p.m. on the day prior to a scheduled court appearance that their testimony is not necessary, shall receive the minimum call back pay provided herein, whether or not they ultimately appear. Notice may be achieved by voice mail provided that such system electronically time/date stamps messages.

ARTICLE 5 – WAGES

- 5.1 Records Supervisor, Records Specialist, and Evidence Technician. Records Supervisor, Records Specialist, and Evidence Technician employees shall be compensated in accordance with the pay scale attached to this Agreement marked Appendix "A." This pay scale shall be considered a part of this Agreement.
 - 5.1.1 Effective January 1, 2022, the pay scale will be increased by an amount that reflects 100% of the percentage increase in the Seattle-Tacoma-Bellevue CPI-W (first half index released in July 2021) plus 1%, which shall be paid retroactively for all pay periods between January 1, 2022 and the date the contract is ratified, if any.
 - 5.1.2 Effective January 1, 2023, the pay scale will be increased by an amount that reflects 100% of the percentage increase in the Seattle-Tacoma-Bellevue CPI-W (first half index released in July 2022) plus 0.5%.
 - 5.1.3 Effective January 1, 2024, the pay scale will be increased by an amount that reflects 100% of the percentage increase in the Seattle-Tacoma-Bellevue CPI-W (first half index released in July 2023).
- 5.2 Marine Support Officer and Police Support Officer. Marine Support Officer and Police Support Officer employees shall be paid at a rate of 75% of a fully commissioned officer assigned to Squads

One or Two in Patrol in the same pay step and at the same longevity rate, which can be found in Articles 5 and 6 of the current Mercer Island Police Association Collective Bargaining Agreement (Commissioned).

5.2.1 Education Incentive Pay. Any member:

- (a) who holds or obtains an A.A. Degree from an accredited college or university or who can document ninety credit hours toward a bachelor's degree in actual college course work, shall receive a 2% increase to their basic hourly rate of pay; or
- (b) who holds or obtains a B.S. or B.A. Degree from an accredited college or university, shall receive a 5% increase to their basic hourly rate of pay.

5.2.2 Double Time for Dive Team Missions. When the Marine Support Officer responds to an actual mission (call-out) with the City's Dive Team, such employee shall receive a rate of pay that is double their regular hourly rate of pay.

ARTICLE 6 - LONGEVITY PAY

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

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

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

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

ARTICLE 7 – [DELETED]

ARTICLE 8 – UNIFORM, CLEANING AND BOOT ALLOWANCE

8.1 Uniforms shall be furnished by the City in the event that they are required.

8.2 The City will provide dry cleaning services for each employee at the rate of four (4) clothing items per week. During this contract, the maximum rate the City shall be required to pay per month shall be \$30.00. The City shall provide additional dry-cleaning services if clothing is unusually soiled in the course of duty.

- 8.3 The Marine Support Officer will receive \$150 per year for the purchase of footwear. The Police Support Officer will receive \$100 per year for the purchase of footwear.

ARTICLE 9 - BENEFIT PLANS

9.1 Medical, Dental and Vision Insurance.

9.1.1 The City shall offer medical, dental, and vision insurance benefits through the LEOFF Health & Welfare Trust ("LEOFF Trust"). If desired, an employee may choose the Association of Washington Cities ("AWC") Benefits Trust Kaiser 200 Plan for medical insurance and the AWC Vision Services Plan in lieu of the LEOFF Trust Medical Plan F. Coverage shall not be reduced during the life of this Agreement.

9.1.2 Insurance premiums to provide employees and their dependents medical, dental, and vision benefits shall be paid by the City. The City shall pay 100% premium cost for medical, dental, and vision insurance for all employees, plus 90% of premium costs for dependent coverage, for the period of this Agreement. The City's contribution shall be based on the LEOFF Trust Medical Plan F and LEOFF Trust Dental Plan 2A.

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

9.2 VEBA HRA. The City shall provide yearly contributions of \$1,200 to the Health Reimbursement Account (VEBA) of each employee. One-half of the contributions shall be deposited by the second week of January of each year and one-half of the contribution shall be deposited by the second week of July of each year. Any funds not utilized by an employee in a calendar year remain available in subsequent years. The funds accumulated during employment shall be available for qualified expenses after an employee leaves employment with the City.

9.3 Retirement Plan. Employees shall be enrolled and covered to the extent required and allowed by the applicable State of Washington Department of Retirement Systems Plan. All qualified bargaining unit employees who retire during the term of this Agreement may elect, at any time, to claim benefits under the Early Retirement Plan using the Early Incentive Retirement work sheet attached as Appendix "B." A qualified employee is an employee who has reached age 55 and is vested in their respective retirement plan. The Early Retirement Plan will no longer be available after December 31, 2024, and the Early Incentive Retirement work attached as Appendix "B" shall be removed from any successor agreement.

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

9.5 Unemployment Compensation. Unemployment compensation shall be provided by the City as

provided by law.

- 9.6 Life Insurance. The City shall provide and pay the premiums for \$50,000 life insurance for each employee covered by this Agreement.

ARTICLE 10 – PART-TIME MARINE PATROL TECHNICIANS

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

ARTICLE 11 - SICK LEAVE

- 11.1 Accrual. As a benefit, employees shall accrue sick leave at the rate of one normal workday for each month of service (8 hours for full-time employee, pro-rated for part-time employee). Sick leave accumulated in one year can be carried over to the succeeding years up to a maximum of one hundred twenty days (960) hrs. This amount is prorated for part-time employees. For purposes of calculating each employee's maximum accrual, each normal workday of sick leave, whether it was earned by any employee covered by this agreement, shall be equal to eight hours. Employees who are granted a leave of absence with pay for any purpose shall continue to accrue sick leave at their regularly prescribed rate. No compensation for accrued but unused sick leave shall be paid upon the termination of employment.
- 11.2 Use. Accrued sick leave may be used by an employee to avoid loss of pay if the employee is unable to work their normal work schedule due to personal illness or injury, enforced quarantine in accordance with community health regulations, or the serious illness or injury of an immediate family member as defined in RCW 49.46.210 necessitating the employee's presence. Each normal workday of sick leave earned and used by full-time employees shall be equal to 8.0 hours of sick leave (pro-rated for part-time employees). Part-time employees sick leave earned and used shall be pro-rated.
- 11.3 Reporting. When an employee is unable to report for work, they must notify their supervisor as soon as reasonably prudent. Failure to do so may result in denial of sick leave for such absence. If the employee is absent from work for more than three consecutive days, the City may require verification from a physician that the sick leave use was for an authorized purpose.
- 11.4 Partial Absences. Absence for part of a normal workday for the reasons specified in Section 11.2 shall be charged against accrued sick leave in an amount not less than one-quarter of an hour. Holidays and other regular days off shall not be charged against accrued sick leave during periods of absence due to authorized sick leave.
- 11.5 Probationary Employees. Probationary employees accrue but are not eligible to use sick leave until they have worked six continuous months.
- 11.6 Integration of Workers' Compensation. In any case where an employee suffers an on-the-job injury and is eligible to receive workers' compensation time loss benefits, the City shall continue to pay such employee's regular pay for the normal work schedule for up to one month following such injury or illness. If an employee receives workers' compensation time loss benefits

representing lost compensation for this one-month period, the employee will reimburse the City for the value of any workers' compensation benefits received. During this one-month period, the employee's accrued sick leave benefits shall not be charged. Any continuation of wages beyond this one-month period shall be according to the City's personnel policies on disability leave. An employee on paid disability leave continues to receive all benefits provided by this Agreement.

- 11.7 Long Term Disability Insurance. The City will provide to the Records section employees who are members of the Mercer Island Police Association a long-term disability insurance benefit which provides a 60% guaranteed benefit after a 90-day qualifying period and a rehabilitation period of 36 months. The premium for this benefit will be paid by the City.

ARTICLE 12 - HOLIDAYS

- 12.1 Thirteen (13) paid holiday days are recognized by the City as follows:

New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
Day after Christmas	December 26
Floating Holiday	Employee's Choice

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

- 12.3 **Holiday Leave.** Another paid normal workday off shall be provided to the employee at the regular hourly rate of pay, as a benefit, when the holiday falls on the employee's normal day off, or when the employee works on the holiday.

Employees shall not accumulate in excess of ten paid normal days off as the result of the operation of Section 12.3 unless scheduling requirements cause the City to request that the employee not

schedule or use an accumulated holiday. Employees who accumulate more than ten paid normal workdays off will schedule a holiday off as soon as possible in order to reduce the number of accumulated holidays to 10 or less or use of the excess holidays will be scheduled by the City.

Employees may use holiday leave after completing six month's continuous employment.

12.6 **Holiday Leave Cash Out Upon Termination.** Upon termination of employment with the City, the employee will be paid for all unused holiday leave at the employee's current regular hourly rate of pay. For purposes of cash out of unused holiday leave upon termination of employment, each accrued normal workday of holiday leave, whether it was accrued by any employee covered by this agreement, shall be equal to 8 hours pay.

12.7 Part-time employees shall receive and use holiday leave on a pro-rated basis.

ARTICLE 13 – VACATION LEAVE

13.1 **Accrual.** Vacation leave is a benefit accrued by all employees as follows:

<u>MONTHS OF CONTINUOUS SERVICE</u>	<u>HOURS ACCRUED PER MONTH</u>
1st month through 59th month	10 hours per month
60th month through 119th month	12 hours per month
120th month through 179th month	14 hours per month
180th month through 239th month	16 hours per month
240th month or more	18 hours per month

Vacation leave is earned on a monthly basis and may be used in the month it is earned or during any subsequent month provided the employee has successfully completed six months employment.

13.2 **Use.** Vacation leave may be used in four-hour increments. Each normal workday of vacation leave earned and used by a full-time employee will be equal to 8.0 hours of vacation leave. Each normal workday of vacation leave earned and used by a part-time employee shall be equal to 4 hours of vacation leave.

13.3 **Maximum Accrual.** Vacation leave may be earned and accrued up to 240 hours. For purposes of calculating each employee's maximum accrual, each normal workday of vacation leave whether it was accrued by any full-time employee covered by this agreement shall be equal to 8 hours, part-time employees shall be pro-rated. No additional earnings or accruals shall be credited to an employee who has earned and accrued the maximum leave unless there are circumstances beyond the employee's control which precluded the employee from utilizing vacation leave already accrued. Employees who accumulate more than 240 hours of vacation will work with their supervisor as soon as practical to schedule vacation leave in order to reduce the number to 240 hours or fewer. Any vacation leave over 240 hours will be forfeited December 31 of each year excess hours are accrued, unless approved by the Police Chief for carryover; however, the Police Chief will always approve carryovers in scenarios where the employee has made a good faith effort to use the hours but was unable to do so because of the City's needs.

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

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

- 13.5 Cash Out of Vacation Leave. Employees who earn 12 or 15 normal workdays of vacation per year, and who have accrued any vacation leave in excess of 10 normal workdays as of October 30 of each year, and are not scheduled to use such excess vacation leave before the end of the City's fiscal year, may at such employee's option be paid for such excess accruals by separate check before December 10 of each year. Employees who earn 18 or 20 normal workdays of vacation per year and have accrued any vacation leave in excess of 15 normal workdays as of October 30 of each year, and are not scheduled to use such excess vacation leave before the close of the City's fiscal year, may at the employee's option be paid for such excess accruals by separate check before December 10 of each year. Such excess accruals shall be paid at the eligible employee's current hourly rates of pay in effect at the time of such cash out. For purposes of this section, each accrued normal workday of vacation leave, whether it was accrued by any employee covered by this agreement, shall be equal to eight hours pay at the employee's current hourly rate of pay.
- 13.6 Cash Out Upon Termination. Upon termination of employment, regular employees shall be entitled to payment for all accrued but unused vacation leave at their regular hourly rate of pay in effect at the time their employment ends up to a maximum of 240 hours, unless the amount over 240 hours was accrued while on disability leave. For purposes of this section, each accrued normal workday of vacation leave, whether it was earned by any employee covered by this agreement, shall be equal to eight hours pay at the employee's current hourly rate of pay.
- 13.7 Part-time employees shall receive vacation leave on a pro-rated basis.

ARTICLE 14 - JURY DUTY AND WITNESS LEAVE

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

any loss of pay for such periods.

ARTICLE 15 - BEREAVEMENT LEAVE

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

ARTICLE 16 - PERSONNEL PROCEDURE/LAYOFF NOTICE

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

ARTICLE 17 - GRIEVANCE PROCEDURE

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

Step 1: The employee or the Association shall formally submit grievances in writing to the Chief of Police (or designee). Such submissions shall state the factual basis for the grievance, the provision or provisions of the Agreement allegedly violated, and the remedy requested. Grievances not filed within forty-five (45) calendar days from the date the employee knew or reasonably should have known of the alleged violation, shall be deemed waived for all purposes.

The Chief of Police (or designee) shall convene a Step 1 meeting within ten (10) calendar days of receipt of the grievance. Attendance at such meeting may include appropriate supervisors, Association representative, and/or the individual grievant. The Chief of Police (or designee) shall render a decision in writing to the Association within seven (7) calendar days after the conclusion of the Step 1 meeting.

Step 2: The decision of the Chief of Police (or designee) may be appealed in writing by the employee or the Association to the City Manager within five (5) calendar days of its receipt. The City Manager shall review the facts, convene any meeting involving the

parties which he deems appropriate, and shall issue in writing the final position of the City within fifteen (15) days of receipt of the Step 2 appeal.

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

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

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

ARTICLE 18 - INSURANCE PROTECTION

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

ARTICLE 19 - SAVINGS CLAUSE

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

ARTICLE 20 - MANAGEMENT RIGHTS

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

ARTICLE 21 - SCOPE OF AGREEMENT

- 21.1 The parties agree that this Agreement is their complete Agreement and that all Agreements between the parties are merged into this Agreement. No issues negotiated by this Agreement are subject to mandatory negotiations during the term of this Agreement, but they may be modified by mutual Agreement.

ARTICLE 22 - BILL OF RIGHTS

- 22.1 When any employee of the Department is under investigation for an act that could lead to punitive action, inducing dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer, for purpose of punishment, and because of such investigation they are being interrogated, such interrogation shall be conducted under the following terms and conditions:
- 22.1.1 All complaints made against any member of the bargaining unit must be submitted in written form by the person making the complaint.
 - 22.1.2 The person under investigation shall be informed of the nature of the complaint and the person in charge of the investigation. The person under investigation shall be supplied with a copy of the written complaint filed against them, this copy shall show the complaining persons signature as well as all of the facts set down in the complaint. It is understood that from time to time we will receive anonymous citizen complaints. It is further understood that all complaints should be investigated. After an initial investigation, the person in charge deems that it is a valid complaint and more investigation is necessary, then the person in charge becomes the complainant.
 - 22.1.3 All interrogations shall be at a reasonable hour, the length of time of the interrogation shall be reasonable, and the person being interrogated shall have the right to attend to their own personal physical necessities.
 - 22.1.4 There shall be no threats, abusive language or promises made during the interrogation; however, the employee may be informed that if they are given immunity from criminal action that their refusal to truthfully answer questions concerning their official duties may be subject to dismissal or other punitive actions.
 - 22.1.5 If the investigation may lead to criminal charges, the employee must be informed of their constitutional rights.
 - 22.1.6 No employee shall be required to take a polygraph test and no adverse comment may be included in their personnel file or disciplinary hearing for their failure to take such polygraph test.
 - 22.1.7 No locker or other space assigned to an employee under investigation shall be searched, without their presence or consent, except as a result of a search warrant.

ARTICLE 23 – [DELETED]

ARTICLE 24 - PHYSICAL FITNESS

- 24.1 Smoking is not permitted within the police building or in any of the Department vehicles. Violation of this smoking policy may result in disciplinary action, up to and including termination.
- 24.2 Voluntary Physical Fitness Incentive Pay. An eligible employee who passes a physical fitness test shall receive a two percent (2%) increase to their basic hourly rate of pay ("Physical Fitness Incentive Pay"). Only the Marine Support Officer and Police Support Officer are eligible to receive Physical Fitness Incentive Pay.

The physical fitness test is voluntary and will be modeled after the Washington State Criminal Justice Training Commission Basic Law Enforcement Academy (BLEA) Physical Ability Test (PAT). The Police Chief will appoint an employee in to proctor the test which will take place while employees are on-duty and will be coordinated to minimize overtime. The test will be administered in the first quarter (January-March) of each year.

ARTICLE 25 - TERM OF AGREEMENT

- 25.1 This Agreement shall be effective January 1, 2022, and it shall remain in full force and effect until December 31, 2024.

DATED AND SIGNED THIS 16 day of December, 2021.

CITY OF MERCER ISLAND

MERCER ISLAND POLICE ASSOCIATION



Jessi Bon, City Manager



Scott Schroeder, Association President

Attest:



Andrea Larson, City Clerk

Approved as to Form:

/s/ Bio Park, December 16, 2021

Bio Park, City Attorney

APPENDIX A – PAY SCALE

MERCER ISLAND RECORDS					
January 1, 2022 Pay Scale					
4.3% COLA Increase Over December 31, 2021					
P.S.O. & Marine Patrol Tech pay equals 75% of Police Officer Pay					
STEP %	Base Hourly 2022	Base BI-WEEKLY	Base MONTHLY	Base ANNUAL	O.T.
Records Clerk					
A	\$26.91	\$2,153	\$4,664	\$33,968	\$40.36
B (Month 7)	\$28.44	\$2,273	\$4,929	\$39,153	\$42.66
C (Month 19)	\$29.97	\$2,398	\$5,199	\$62,337	\$44.95
D (Month 31)	\$31.70	\$2,536	\$5,494	\$63,926	\$47.34
E (Month 43)	\$33.72	\$2,698	\$5,843	\$70,136	\$50.38
3% (5 Years)	\$34.73	\$2,778	\$6,020	\$72,240	\$52.10
4.3% (10 Years)	\$35.24	\$2,819	\$6,108	\$73,292	\$52.85
6% (15 Years)	\$35.74	\$2,859	\$6,195	\$74,344	\$53.61
8% (18 Years)	\$36.42	\$2,913	\$6,312	\$75,747	\$54.63
10% (21 Years)	\$37.09	\$2,967	\$6,429	\$77,150	\$55.64
12% (24 Years)	\$37.77	\$3,021	\$6,546	\$78,552	\$56.65
Evidence Technician					
	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL	O.T.
A	\$29.34	\$2,363	\$5,121	\$61,447	\$44.31
B (Month 7)	\$31.02	\$2,482	\$5,377	\$64,523	\$46.33
C (Month 19)	\$32.49	\$2,599	\$5,631	\$67,572	\$48.73
D (Month 31)	\$33.95	\$2,716	\$5,885	\$70,622	\$50.93
E (Month 43)	\$35.43	\$2,833	\$6,142	\$73,698	\$53.15
3% (5 Years)	\$36.15	\$2,892	\$6,265	\$75,182	\$54.22
4.3% (10 Years)	\$36.68	\$2,934	\$6,357	\$76,289	\$55.02
6% (15 Years)	\$37.74	\$3,019	\$6,542	\$78,301	\$56.61
8% (18 Years)	\$38.27	\$3,062	\$6,634	\$79,608	\$57.41
10% (21 Years)	\$38.97	\$3,118	\$6,735	\$81,065	\$58.46
12% (24 Years)	\$39.69	\$3,173	\$6,839	\$82,549	\$59.33
Records Supervisor					
	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL	O.T.
A	\$32.29	\$2,583	\$5,597	\$67,162	\$48.43
B (Month 7)	\$34.13	\$2,730	\$5,913	\$70,983	\$51.19
C (Month 19)	\$35.96	\$2,877	\$6,234	\$74,804	\$53.95
D (Month 31)	\$38.03	\$3,043	\$6,593	\$79,111	\$57.05
E (Month 43)	\$40.46	\$3,237	\$7,014	\$84,163	\$60.69
3% (5 Years)	\$41.68	\$3,334	\$7,224	\$86,688	\$62.92
4.3% (10 Years)	\$42.28	\$3,383	\$7,329	\$87,950	\$63.43
6% (15 Years)	\$42.89	\$3,431	\$7,434	\$89,213	\$64.34
8% (18 Years)	\$43.70	\$3,496	\$7,575	\$90,896	\$65.53
10% (21 Years)	\$44.31	\$3,561	\$7,715	\$92,579	\$66.76
12% (24 Years)	\$45.32	\$3,623	\$7,835	\$94,263	\$67.98
Police Support Officer & Marine Patrol Technician - 75% of Police Officer Pay					
	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL	O.T.
A	\$27.46	\$2,197	\$4,739	\$37,111	\$41.19
B (Month 7)	\$28.90	\$2,312	\$5,009	\$60,107	\$43.33
C (Month 19)	\$30.61	\$2,449	\$5,305	\$63,665	\$45.91
D (Month 31)	\$32.22	\$2,577	\$5,584	\$67,012	\$48.33
E (Month 43)	\$33.82	\$2,705	\$5,861	\$70,336	\$50.72
F (Month 55)	\$36.71	\$2,937	\$6,363	\$76,351	\$53.06
3% (5 Years)	\$37.81	\$3,023	\$6,534	\$78,645	\$56.72
4.3% (10 Years)	\$38.36	\$3,069	\$6,649	\$79,792	\$57.34
6% (15 Years)	\$38.91	\$3,113	\$6,743	\$80,939	\$58.37
8% (18 Years)	\$39.66	\$3,172	\$6,874	\$82,434	\$59.48
10% (21 Years)	\$40.39	\$3,231	\$7,000	\$84,005	\$60.58
12% (24 Years)	\$41.12	\$3,289	\$7,127	\$85,527	\$61.68

**APPENDIX B
Early Retirement Incentive Worksheet**

Employee Name _____

_____ Minimum 5 years of service with the City

Early Retirement Incentive is computed as follows:

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

YEARS OF SERVICE

	Hire Date	
	Retirement Date	
	Years of service x \$100	\$ <input style="width: 100px;" type="text"/>

MONTHS RETIRING EARLY

	Birthdate	
	Months to age 65	
	Months to reach 25 years of service	
	Total months (use larger number, maximum 60) x \$100	\$ <input style="width: 100px;" type="text"/>

SALARY SAVINGS

	Current hourly rate, annualized @ 2088 hours	\$
	New hourly rate, annualized @ 2088 hours	\$
	Annual savings	\$
	Deduct - months temporary help costs	\$
	Monthly savings	\$
	Total months (max of 12) of salary savings	<input style="width: 100px;" type="text"/>
	Salary savings x 20%	\$ <input style="width: 100px;" type="text"/>

Total Early Retirement Incentive	\$ <input style="width: 100px;" type="text"/>
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