

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF MOUNT VERNON, WASHINGTON

AND

THE MOUNT VERNON POLICE SERVICES GUILD

POLICE NON-COMMISSIONED EMPLOYEES

JANUARY 1, 2018 THROUGH DECEMBER 31, 2019

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**CITY OF MOUNT VERNON
POLICE EMPLOYEES CONTRACT
JANUARY 1, 2015 THROUGH DECEMBER 31, 2017**

PREAMBLE

This agreement is entered into and 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 standards of wages and hours, and to mutually strive to achieve peaceful adjustment of any difference which may arise in accord with the terms of the grievance procedure.
- 1.2 Further, by the 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.

ARTICLE 2 - DEFINITIONS

- 2.1 "Employee" - a person occupying a position within the bargaining unit who is paid a salary for services rendered.
 - A. "Full-time Employee" - a standard Employee who is employed an average of forty (40) hours per week.
 - B. "Part-time Employee" - an Employee who is employed an average less than forty (40) hours per week.
- 2.2 "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 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

All non-commissioned Mount Vernon Police Department employees except for the Records Manager.

ARTICLE 4 - UNION SECURITY

4.1 All Employees covered by this agreement, shall within 31 days after employment with the Employer, or 31 days after signing this Agreement, whichever is first, be or become members of the Guild, and shall thereafter tender dues and initiation fees uniformly required as a condition of membership. Such Employees who through the rights of non-association based on bonofide religious tenets or teaching of a church or religious body of which such Employee is a member as may be determined by the Public Employment Relations Commission, shall pay an amount equivalent to regular Guild dues and initiation to a non-religious charity or to another charitable organization mutually agreed upon by the Employee affected and the bargaining representative to which such Employee will otherwise pay dues and initiation fee. The Employee shall furnish written proof to the Guild that such payment has been made. If the Employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization. Moreover, if an employee for any reason does not wish to be a member of the Guild, that employee shall proportionately and fairly share in the cost of the collective bargaining process. Therefore the cost for such bargaining unit member shall be fixed proportionately at the amount of the dues uniformly required of each member of the bargaining unit to defray the cost of services rendered in negotiating and administering this Agreement. Payment of a maintenance fee in this amount shall be in lieu of any other obligation under this Article.

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 the authorized Guild representative. 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 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.

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

- 7.1 The Employer agrees to deduct twice each month, dues and assessments in an amount certified to be current by the secretary-treasurer of the Guild, from the pay of those Employees who individually request, in writing, that such deductions be made. The total amount of deductions shall be remitted each month by the Employer to the secretary-treasurer of the Guild.

ARTICLE 8 - MANAGEMENT RIGHTS

- 8.1 Any and all rights concerned with the management and operation of the Police Department are exclusively that 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 law.
- 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 Americans 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 the lawful Police Department policies and procedures, including those relating to conduct and work performance. The Employer agrees that the 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 in 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 manual are to clearly state whether they are a 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 who work 8 hour shifts and employees who work eight (8) hours shall work five consecutive days and have two consecutive days off. Employees who work 10 hour shifts, shall work four consecutive days and have three consecutive days off. Any hours in excess of the above will be compensated at the overtime rate. The following exceptions will apply:
- 1) Shift rotations
 - 2) Employees attending training sessions
 - 3) By mutual agreement between the parties.
- 10.1.1 Work Period - The following work periods will apply:
- a) Records Clerk: 8.0 hour workday (40.0 hour work week) plus .5 hour unpaid meal break. Any meal periods missed as a result of the direction of the Chief of Police of his designee shall be compensated at the overtime rate.

- b) Police Secretary: 8.0 hour workday (40.0 hour work week) plus .5 hour unpaid meal break.
- c) Animal Control: 8.0 hour workday (40 hour workweek) with a paid meal period of at least .5 hours. Any hours worked in excess of the above will be compensated at the overtime rate.
- d) Community Services Officers (CSO): 8.0 hour workday (40.0 hour workweek) with an unpaid meal period of at least .5 hours.

The City and Union agree to conduct a schedule study for Animal Control and Community Service Officers, to be completed by September 2018. If a new schedule is not agreed on, the City agrees to re-open the contract for purposes of reviewing the Community Services Officer unpaid meal break period.

- 10.1.2 OVERTIME - Overtime pay at the rate of one and one-half (1-1/2) times the regular hourly rate shall be paid for time worked in excess of the normally scheduled shift, depending upon assignments to eight (8) hours or ten (10) hours, in a twenty-four (24) hour period or for time worked in excess of forty (40) hours per week. It is the intent of this subsection 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 1/2) times the hourly rate.
- 10.2 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 actual time worked. Any time an Employee is called back to work on a regularly scheduled day off (day off is defined consistent with use of the phrase "time off" in Article 10.2), he will be guaranteed a minimum of three (3) hours pay at the appropriate overtime rate.
- 10.3 VACATION CALL BACK - Any Employee called back to duty for any reason once vacation has been approved and the effected employee has incurred expenses in planning for the same, leave of absence, bereavement 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 paid at the approved city rate. Vacation approval shall not unreasonably be withheld to frustrate the intent of this section.
- 10.4 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.
- 10.5 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 up to a maximum of forty (40) hours and may be carried over from one (1) year to the next year. Accumulated compensatory time as of the twentieth (20th) of each month in excess of forty

(40) hours shall be paid on the next regular pay date. The Department Head or designee shall approve the days on which compensatory time will be taken.

- 10.6 The rest break shall consist of one (1) thirty (30) minute period during any shift or work day. Emergency conditions or other circumstance as determined by the Department Head or designee will be considered just cause to require covered or affected employees to miss breaks and/or lunch period, and any breaks or lunch periods, for those employees who normally have a paid lunch period, shall not be recoverable as overtime.
- 10.7 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.
- 10.8 Subject to Employer approval based upon operating need, employees may voluntarily trade shifts provided the employer incurs no overtime liability as a result of the shift trade.

ARTICLE 11 - WAGES

- 11.1 2018 - All employees covered by this bargaining agreement will receive a 2.5% cost of living increase. The Animal Control Officer will receive an additional .5% increase.

Effective January 1, 2019, all employees covered by this bargaining agreement will receive a 2% cost of living wage increase. The animal Control Officer will receive an additional .5% increase.

Effective January 1, 2020, all employees covered by this bargaining agreement will receive a 2% cost of living wage increase. The animal Control Officer will receive an additional .5% increase.

- 11.2 **SHIFT DIFFERENTIAL** - Shift differential pay shall be added to the basic monthly wages for any hours of 5:00 pm and 11:00 pm at the rate of an additional forty (\$.40) per hour. For any hours worked from 11:00 pm and 7:00 am, fifty-five (\$.55) cents per hour shall be added to the basic monthly wages.
- 11.3 **PREMIUM PAY** - A premium of \$110 per month shall be paid for Records Personnel assigned to the position of Evidence Custodian for the duration of the assignment to the Evidence Custodian position.
- 11.4 **EDUCATIONAL COSTS** - The Employer agrees to reimburse up to 100% of the tuition and fees (exclusive of books) for successful completion of college level law enforcement or other job related courses **provided** such class attendance is approved by the Department Head or his designee prior to enrollment. Each Employee shall receive up to four hundred (\$400.00) dollars per calendar year for such education. The Employer, at its discretion, may approve the payment for additional courses.

ARTICLE 12 - SICK LEAVE

12.1 All City employees, whether regular, full time, part-time, temporary or seasonal are eligible to accrue sick leave in accordance with RCW 49.46.210 (Washington Paid Sick Leave Law- WPSL). Employees are guaranteed to accrue WPSL at the rate of 1 hour for every 40 hours worked. For accrual purposes, hours worked encompasses actual working time, and not paid or unpaid leave. To establish the minimum accrual rates and to meet the requirements of the law, sick leave will be administered in the following manner: Accumulative sick leave with pay shall accrue to each Employee at the rate of one (1) day per month and shall continue to accumulate while on sick leave or vacation. Total carry over at the end of each year shall not exceed one hundred twenty (120) days.

12.2 Accrued Sick Leave may be used for:

The employee's own illness, injury or health condition; to accommodate the need for medical diagnosis, care or treatment of a health condition; or preventive medical care. The employee's care for a family member with illness, injury or health condition; care for family member who needs medical diagnosis, care or treatment; care for family member who needs preventive medical care. Family members include an employee's child (whether biological, adoptive, foster, step-child, or child for whom employee stands in loco parentis, is a legal guardian for, or is a de facto parent and regardless of age or dependency status); parent (whether biological, adoptive, in-law, de facto, step-parent, legal guardian or person who stood in loco parentis to employee when employee was a child); spouse or registered domestic partner; grandparent; grandchild; or sibling. An absence due to closure of the City's offices by order of public official for any health-related reason, or where the employee's child's school or day care is closed for such a reason.

12.3 Notification:

Where the need to use sick leave is foreseeable, employees should submit written notice of the need for leave to their supervisor at least 10 days in advance of the leave date(s); for unforeseeable leave, employees must contact their supervisor as soon as the need for leave becomes known. Absences for more than three (3) consecutive work days will require documentation (see Employee Verification for Authorized Use of Accrued Paid Sick Leave form). An employee will have up to 10 calendar days to provide the required documentation. Documentation need not disclose the nature of the medical condition causing the need for leave, and if a requirement to provide documentation will result in unreasonable burden or expense to the employee, an employee may advise their supervisor of this concern and the City will evaluate its request in light of the circumstances.

12.4 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, on year.

12.5 Sick Leave Cash Out - Upon voluntary termination or retirement of an employee sick leave will be cashed out as follows:

12.5.1 The employee must have been employed by the City for five (5) consecutive years or more of service

- 12.5.2 The employee must have separated in good standing
 - 12.5.3 Unused sick leave will be cashed out at the rate of 1% per year to a maximum of 25%
- 12.6 FAMILY LEAVE - Leave will be administered in accordance with any applicable federal, state, or local laws and will be granted consistent with City's Personnel Handbook as adopted by Mount Vernon Municipal Code 2.80.420, with the exception that employees may take 3 weeks of sick leave solely for the birth of a child.
- 12.7 Sick leave pay shall be coordinated with the State Industrial Insurance Act or any other state or federal act whereby benefits are paid to an employee for sickness or injury, provided, however that in no case shall the total of all such benefits exceed one hundred (100%) of the employee's regular rate of pay for any one (1) day.

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 Day	January 1
Martin Luther King Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
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

- 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 required 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. An Employee who works overtime beyond the normally scheduled shift or on the normally scheduled day off shall receive both the overtime and holiday premium rate as described in

this section, but shall not accrue additional holiday hours beyond those provided under Section 13.3

- 13.5 Holidays occurring during the time an employee takes leave shall not be included as leave days.
- 13.6 At least five days prior to an observed holiday, an employee may request to switch that holiday with a day that is either immediately prior to or immediately following that employee's next scheduled two days off, with departmental approval, a change in schedule will be made to accommodate the employee's request. Work on the holiday will be paid at regular time in lieu of taking the day off at a pre-scheduled time.
- 13.7 Holiday time off will accumulate separately from compensatory time to a maximum bank equal to the Employee's accumulation as of July 1, 1988 or forty (40) hours, whichever is more, at any calendar year-end. PROVIDED, HOWEVER, each succeeding year the accrued hours will be compared to the preceding year and the lower amount (not less than forty (40) hours) shall be the maximum accrual level. Any such holiday time off hours accumulated in excess of the above limits will be paid to the Employee at year end. Additionally, such accruals at the option of the employee may be paid to the employee during the months of May and December.
- 13.8 Inclement Weather - Upon approval of the Mayor, on days when it may be dangerous to travel to and from work, such as days with excessive accumulations of snow, an employee shall use accumulated compensatory time, vacation days or leave without pay to cover the absence from work. If it determined by the Chief of Police or his designee that the employee's presence is essential during this period of inclement weather, the Chief or Police or his designee may provide transportation for that employee to and from work.

ARTICLE 14 - VACATIONS

14.1 VACATION ACCRUAL - Vacation with pay shall be granted to all permanent full-time employees of the Police Department. Vacation shall accrue at the following monthly rates.

Time in Service	Hours/Month	Days/Year
Zero to Three (3) years	6.67	10 days
Over Three (3) to Five (5) years	8.00	12 days
Over Five (5) to Ten (10) years	10.00	15 days
Over Ten (10) to Fifteen (15) years	13.34	20 days
Over Fifteen (15) to Twenty (20) years	14.67	22 days
Over Twenty (20) years	16.67	25 days

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 annual accrual level plus eighty (80) hours. Any Employee who accrues more than the maximum accrual level shall forfeit any portion of vacation above the maximum accrual unless such vacation time has not been made available to the Employee by the Chief of Police or his designees pursuant to the Department Policies. All Employees with over one (1) year service must utilize a minimum of eighty (80) hours of earned vacation time per year.

- 14.3 VACATION SCHEDULING - The time which an Employee may take their vacation shall be determined by the Chief of Police or his designee, with due regard for the wishes of the Employee and particular regard for the needs of the Department.
- 14.4 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.
- 14.5 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 stepchildren.
- 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 three (3) days off with full pay for bereavement and, if needed, two (2) additional days if the Employee is responsible for making the funeral arrangements.

In the event of the death of the 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 Police Chief.

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 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, (a two year difference or less) 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. Employees laid off will remain on the rehire list for twelve months from date of lay-off. At the end of twelve months 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 holidays
- 2) Accrued and unused vacation days
- 3) Overtime for which pay has been authorized
- 4) Accrued and unused compensatory time
- 5) Accrued holiday compensatory time

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 (3) months. When Employees are terminated, the Employees affected shall be advised by the City of their prospects for being rehired with 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 Grievance 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 Dental and Vision –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 Dental Plan (AWC Plan E Dental with Ortho IV or Willamette Dental (\$15 copay) and AWC \$0 deductible VSP vision plan.

Medical - The employer shall pay 100% of the monthly premium for the employee and 90% of the monthly premium for employee's dependents for the Premera 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 in April. In addition, the City will pay any network non-covered healthcare expenses over \$1,000 through an HRA.

Employees may also have the option to enroll themselves and their dependents in the Premera \$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 Employees will be deemed eligible for healthcare benefits the first day of the following month they are hired.
- 20.3 Change of Insurance Carriers - By mutual agreement between the parties, the group insurance carriers specified in sections 20.1 may be changed.
- 20.4 SMOKING POLICY - Smoking will not be permitted while in City owned vehicle and buildings or during the official performance of the employee's duties. The City will contribute 50% toward the reasonable cost of a smoking cessation program. In order to qualify for this contribution, the program must be approved in advanced by the Department Head.
- 20.5 Part-time Employees shall have the healthcare premiums paid for themselves only. They may enroll their spouse and dependents in the healthcare plans and pay through payroll deduction the monthly premium.
- 20.6 A bank of 80 hours will be established for each of the CSO and Animal Control positions. The hours are to be used for on the job injury only and are to supplement L&I. There is no cash out value to the bank.

ARTICLE 21 - DRUG FREE WORKPLACE POLICY

21.1 DRUG AND ALCOHOL TESTING

- 21.1.1 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. Therefore, no employee shall *unlawfully* manufacture, distribute, dispense, possess or use any controlled substance or alcohol in any City workplace.
- 21.1.2 Due to the nature of a non-commissioned employee'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.
- 21.1.3 The Department may refer criminal charges on any employee found to have knowingly violated RCW 69.50.401.

21.2 DEFINITIONS

- 21.2.1 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.
- 21.2.2 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 breath 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.
- 21.2.3 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.

21.3 DRUG AND ALCOHOL TESTING INFORMATION

- 21.3.1 All non-commissioned 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.

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

21.4 EMPLOYEE TESTING

21.4.1 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, the Chief of Police will require the employee to undergo a medical or breath test consistent with the conditions as set forth in this policy. In the absence of the Chief of Police, the command officer in charge of the Department will require the test.

21.4.2 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.

21.4.3 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.

21.5 SAMPLE COLLECTION

21.5.1 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.

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

- 21.5.3 The results of employee tests will be made available to the Medical Review Physician.
- 21.5.4 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.
- 21.5.5 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.
- 21.5.6 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 a consent and release form (attached).
- 21.5.7 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.

21.6 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	300 ng/ml
Opiate Metabolites (1)	25 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1,000 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)	150 ng/ml
Opiates:	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	

- (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.

21.7 ALCOHOL SAMPLE TESTING

A BAC machine shall 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.

21.8 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 result. 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.

21.9 LABORATORY RESULT

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.

21.10 TESTING PROGRAM COSTS

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

21.11 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 E.A.P. 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.

21.12 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.

21.13 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.

21.14 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.

21.15 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.

21.16 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.

21.17 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 41.56.

21.18 CONFLICT WITH OTHER LAWS

This Article is not intended to supersede or waive any constitutional or other rights that employee 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 22 – PHYSICAL FITNESS – All Employees

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 23 - LIMITED DUTY

The Police Department has created one limited-duty position 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 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.

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.

The limited-duty assignment is restricted to members who have been disabled for at least seven (7) calendar days prior to assignment.

No limited-duty assignment shall occur for more than 40 working days. A member becomes eligible for a limited-duty assignment twelve (12) months 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 24 - POLICE PROFESSIONAL LIABILITY INSURANCE

- 24.1 The Employer agrees to provide a Liability and Errors and Omissions Policy for every Employee in the performance of their duty in accordance with the terms and conditions and limits of the policy in effect.
- 24.2 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 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. 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. This provision allowing employees to select their own counsel shall not apply to actions which are covered by WCIA insurance.

ARTICLE 25 - STRIKES

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

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.

ARTICLE 27 - DISTANCE OF RESIDENCE

Due to the emergency nature of the Police function, the Guild members recognized a responsibility to be available and ready to perform assigned functions in a proper and effective manner. To accomplish these assigned functions, members will reside at a residence that will allow them to be present at the intersection of College Way and Continental Place (Police Department) in an elapsed time of no more than sixty (60) minutes travel time under normal travel conditions.

ARTICLE 28 - 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.

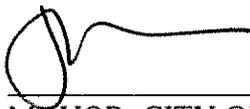
ARTICLE 29- ENTIRE AGREEMENT

The Agreement and all of its Articles and/or Appendices constitutes 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 30 - DURATION OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2018 through and including December 31, 2020, except that the amended language of the Agreement shall be effective the date of the City Council ratification. This Agreement may otherwise be modified by the mutual consent of the Employer and Union.

SIGNED this _____ day of July, 2018



MAYOR, CITY OF MOUNT VERNON



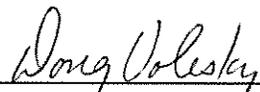
PRESIDENT, MOUNT VERNON
POLICE SERVICES GUILD

APPROVED AS TO FORM:

ATTEST:



CITY ATTORNEY



FINANCE DIRECTOR

ADDENDUM "A"

Effective January 1, 2018 the pay grades and steps will be as follows:

	Step 1 (0-1 year)	Step 2 (1-2 years)	Step 3 (2-3 years)	Step 4 (3-4 years) (standard)	Step 5 (over 5 years)	Step 6 (over 7 years)
Secretary	\$3763.00	\$3934.00	\$4103.00	\$4276.00	\$4446.00	\$4618.00
CSO	\$4374.00	\$4573.00	\$4772.00	\$4971.00	\$5169.00	\$5370.00
Animal Control	\$4109.00	\$4293.00	\$4481.00	\$4667.00	\$4855.00	\$5040.00
Records	\$3877.00	\$4053.00	\$4229.00	\$4405.00	\$4583.00	\$4758.00
Receptionist	\$3242.00	\$33371.00	\$3504.00	\$3647.00	\$3791.00	\$3944.00

Effective Jan 1, 2019 all pay grades and steps will increase 2% above the 2018 wages. The Animal Control Officer will receive an additional .5%.

Longevity – Employees will receive longevity premiums in the following amounts:

Completed Years of Service with Mount Vernon Police Department	Monthly Amount
10	\$ 45.00
15	\$ 70.00
20	\$ 95.00
25	\$120.00

ADDENDUM "B"

**CITY OF MOUNT VERNON POLICE DEPARTMENT
UNIFORMS AND EQUIPMENT**

UNIFORMS AND EQUIPMENT

All uniforms, equipment and accessories listed below are restricted to duty related uses and only will be furnished to those employees who in accordance with Department policy are required to wear them. No allowances will be permitted for non-uniformed Employees. Casual business wear shall be addressed in Mount Vernon Police Department Policy 6.13.01.

It shall be the responsibility of the Police Department to furnish the listed required uniforms, associated equipment and accessories, as needed, to the appropriate employees. The uniform material shall be mutually agreed upon.

RECORDS SPECIALIST

<u>Uniform Items</u>	<u>Quantity</u>
Coat (Evidence Custodian)	1
Department Billed Cap (Evidence Custodian)	1 (upon request)
Sweater	1
Shirts 4	
Pants 3	
Pants Belt 1	
Shoe Allowance - \$150.00 maximum	As needed
Removable Buttons	2 sets
Service Marks	As needed
Shoulder Patches	As needed
Collar Insignia	2 sets
Name Plate	2 sets
I.D.	1

CSO

<u>Uniform Items</u>	<u>Quantity</u>
Shirts	3 winter/3 summer
Pants (55/45)	3
Jacket	1
Sweater	1 (upon request)
Raincoat	1
Coveralls	1 (upon request)
Cap	1
Necktie	1

Light Body Armor	1
Shoes or Boots (\$150max)	As needed
Shoulder Patches	As needed
Service Marks	As needed
Tie Clasp	1
Removable Buttons	2 sets
Collar Insignia	2 sets
Name Plate	2
Belt (pants)	1
Gloves (as approved by Dept.)	1 pr (upon request)
ID and Holder	1
Radio Holder	1
Briefcase	1 upon request

In addition, the CSO will be provided an annual uniform allowance in the amount of \$65 to purchase a command approved business attire slack.

Animal Control

Same as CSO, and add

Coveralls	4
Department Billed Cap (request)	1 (upon request)

Any other optional equipment not listed shall be considered for approval on a case by case basis.

All issued uniforms, accessories and equipment shall remain the property of the Police Department.

The Employee is responsible for the reasonable care of all issued items.

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.

Neglected, abused or intentionally destroyed items shall be immediately repaired or replaced by the Employee.

The Department shall replace currently held uniforms and equipment in new or near new condition, as needed, to the quantities listed in 18.1.

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.

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

The Quartermaster System described above shall operate on a turn-in basis.

At such time as the Department might change the uniforms, 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.

CLEANING AND REPAIR

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

Upon inspection and determination by a Command Officer, damaged uniforms or equipment shall be repaired or replaced by the Department.

