

# **A G R E E M E N T**

**By and Between**

**THE CITY OF ISSAQUAH**

**And**

**TEAMSTERS LOCAL UNION NO. 117**

**Affiliated With The  
International Brotherhood of Teamsters**

**Representing the Police Sergeants**



**Term of Agreement**

**January 1, 2023 through December 31, 2024**

<b>NOTICE TO ALL MEMBERS</b>
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**If you become unemployed, or are off due to an on the-job injury in the jurisdiction of Local Union 117, you will be put on a withdrawal status upon request, provided all dues and other financial obligations are paid to Local Union 117, including the dues for the month in which the withdrawal status is effective.**

**If you are on a dues check-off with your company and leave for any reason and dues are not deducted, it is your obligation and responsibility to keep your dues current and/or request a withdrawal by contacting the office at (206) 441-4860.**

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THIS AGREEMENT is by and between the CITY OF ISSAQUAH, WASHINGTON, hereinafter referred to as the Employer, and TEAMSTERS LOCAL UNION NO. 117, representing Police Sergeants.

## ARTICLE 1: DEFINITIONS

- 1.1 As used herein, the following terms shall be defined as follows:
  - 1.1.1 "Employer" shall mean the City of Issaquah, Washington.
  - 1.1.2 "Union" shall mean Teamsters Local Union No. 117.
  - 1.1.3 "Bargaining Unit" shall mean all full time uniformed Sergeants employed by the City of Issaquah, excluding confidential employees and all other employees, per certification in PERC Case No. 132644-E-20, Decision No. 13200-PECB.
  - 1.1.4 "Employee" shall mean an individual employed in the bargaining unit covered by this Agreement.
  - 1.1.5 "Regular part-time employees" shall receive pro-rated portions of fringe benefits.
  - 1.1.6 "Probation" shall mean the twelve (12) month trial service period commencing with an employee's date of hire or promotion, excluding time spent at the WSCJST. During this period, such employees shall be evaluated by the Employer and may be terminated at the discretion of the Employer without recourse to the grievance procedure.

## ARTICLE 2: RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION

- 2.1 Recognition - The Employer recognizes the Union as the exclusive bargaining representative for all employees in the bargaining unit as certified by the Public Employment Relations Commission.
- 2.2 Union Membership – All employees whose classification or job title is included in Article 1, Section 1 of this Agreement may voluntarily join the Union as a member.
- 2.3 Dues Deduction – Upon receipt of written authorization individually signed by a bargaining unit employee, the City shall deduct from the pay of such employee the amount of dues and fees as certified by the Union and shall transmit the same to the Union within ten (10) business days of the issuance of paychecks. Such authorization shall be terminable upon the employee providing both the City and the Union thirty (30) days' written notice.
- 2.4 Union Officials Time-Off – A Union Official who is an employee in the bargaining unit (shop steward and/or a member of the negotiating committee) shall be granted time-off while conducting business vital to the employees in the bargaining unit; provided however, such activities do not in any way interfere with the normal routine functions of the Department. No added cost to the Employer shall result in the exercise of this Section.
- 2.5 List of Employees – The City will transmit to the Union a current listing of all employees in the bargaining unit within thirty (30) days of request for the same but not to exceed

twice per calendar year. Such list shall include the name of the employee, position, and salary.

- 2.6 Hold Harmless – The Union will indemnify and save the City harmless from all suits, actions, and claims against the City or persons acting on behalf of the City whether for damages, compensation or a combination thereof, arising out of the City's faithful compliance with the terms of this Article. In the event of any suit or proceeding brought to invalidate this Article, the Union will actively defend the suit or action. However in the event any determination is made by the highest court having jurisdiction that this Article is invalid, the Union shall be solely responsible for any reimbursement.
- 2.7 Bulletin Boards – The Employer shall provide suitable space for a Union Bulletin Board on its premises which is frequented by all employees within the bargaining unit. The Employer shall not remove any postings or materials pertaining to Union business from the Union Bulletin Board, as long as such postings or materials are approved and initialed by a Union Officer.

### **ARTICLE 3: NON-DISCRIMINATION**

- 3.1 Claims of unlawful discrimination shall be pursued privately through State and federal administrative agencies or through the courts and are not subject to the grievance procedure.

### **ARTICLE 4: HOURS OF WORK**

- 4.1 Staffing – Minimum staffing shall be three (3) employees per shift. The minimum staffing requirement may include a Sergeant, Corporal and/or Acting Corporal to fill the minimum staffing requirement. In an atypical circumstance the supervisor may allow the staffing level to go to two (2) employees between 4 a.m. and 6 a.m. This would be a judgment decision after carefully considering the call load, potential for enforcement issues, weather, etc. The Employer reserves the right to suspend this practice and require a minimum of three (3) employees at all times. Squads without a Sergeant or Corporal shall have an Acting Corporal appointed by the Employer to fill the Corporal position when the Sergeant and Corporal are not working or not available to respond. However, the intent is that the Sergeant and Corporal will make every effort to not be off at the same time. The City will make every effort not to assign a duty to either the Sergeant or Corporal that would have them off at the same time.
- 4.2 Hours of Work - The workday for Patrol employees shall consist of twelve (12) consecutive hours. Shift schedules shall provide for four (4) consecutive days on duty followed by four (4) consecutive days off duty. The twelve (12) hour shift schedule shall be based on a 2184-hour work year. Each employee assigned to the twelve (12) hour shift shall receive compensation in the form of money for the additional one hundred ten (110) hours worked each year as a result of the twelve (12) hour shift, to be prorated on a semi-monthly basis. Under the 7k exemption the regularly scheduled work period for Patrol employees shall constitute one hundred forty-seven (147) hours in each twenty-

four (24) day cycle. The 24-day cycle begins the first day the employee is assigned to a twelve (12) hour shift. Upon mutual agreement, alternate schedules shall be allowed.

4.2.1 During the spring daylight savings time change Patrol employees working a twelve (12) hour shift will have the choice to either start their shift one (1) hour early or use one (1) hour of leave. During the fall daylight savings time change Patrol employees working a twelve (12) hour shift shall earn one (1) hour of comp time or one (1) hour of overtime pay.

4.2.2 The twelve (12) hour shift schedule may be terminated by the Employer by notifying the Union in writing, thirty (30) days prior to December 1<sup>st</sup>, of each calendar year.

4.3 The normal workday for all other employees covered by this Agreement shall be either five (5) consecutive days of eight (8) consecutive hours with two (2) consecutive days off. Upon mutual agreement between the employee and the Employer, alternative schedules may be established, such as: four (4) consecutive days of nine (9) hours and one (1) day of eight (hours) with (2) consecutive days off followed by four (4) consecutive days of nine (9) hours with three (3) days off (commonly referred to as a 9/80 schedule), or four (4) consecutive days of ten (10) consecutive hours with three (3) consecutive days off in a seven (7) day work period, or four (4) consecutive days of ten (10) consecutive hours with two (2) consecutive days off followed by four (4) consecutive days of ten (10) consecutive hours with four (4) consecutive days off in a fourteen (14) day period, or similar, alternate schedule by mutual agreement. Alternative schedules may be discontinued by the Employer with five (5) working days' notice, at which time the workweek will revert to five (5) days of eight (8) consecutive hours. Under the 7k exemption the regularly scheduled work period for employees on eight (8) or ten (10) hour shifts shall be one hundred seventy-one (171) hours in twenty-eight (28) days.

4.4 Meal and Rest Periods - Employees working eight (8) or ten (10) hour days shall receive a thirty (30) minute meal break and two (2) fifteen (15) minute rest periods taken at the employee's discretion, subject to supervisor's restrictions, which shall normally be taken one (1) within each half (½) shift. Employees may at times be required to respond to emergency situations during meal and/or rest periods.

4.4.1 Twelve (12) hour shift personnel shall receive a forty-five (45) minute meal break and two (2) twenty (20) minute rest periods taken at the employee's discretion, subject to supervisor's restrictions, which shall normally be taken one (1) within each half (½) shift.

## **ARTICLE 5: OVERTIME AND COMPENSATORY TIME**

5.1 Overtime – Upon City Council approval of this Agreement, employees in the bargaining unit will become overtime-eligible. All work which has been specifically authorized by supervisory or command personnel performed in excess of the employee's regularly scheduled shift shall constitute overtime and shall be compensated at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay.

- 5.1.1 The parties have adopted the Section 7(K) exemption under the Fair Labor Standards Act, 29 U.S.C. 207(K) for all employees in the bargaining unit. The selected work periods for the 7(k) exemption are set forth in Article 4.
- 5.2 Overtime shall be paid for in increments of fifteen (15) minutes with the major portion of fifteen (15) minutes being paid as fifteen (15) minutes.
- 5.3 The Employer shall not reschedule regular shifts, particularly to avoid paying overtime, unless sufficient notice of not less than seven (7) days prior to the proposed effective change date is posted, except for emergency conditions. Emergency situations shall be defined as situations in which the Employer is unable to fulfill present scheduling commitments and basic law enforcement responsibilities without interrupting the present regular schedule.
- Emergency conditions shall not normally include holidays, vacations, court appearances, training sessions, school classes or functions, and/or any other special events that could otherwise be foreseen and scheduled seven (7) days in advance.
- 5.3.1 At shift changes, one (1) or two (2) employees per squad may be required to respond as an "overlap" reporting to work up to one (1) hour earlier or one (1) hour later than the established shift schedule, no overtime shall be provided under those circumstances.
- 5.3.2 Employees attending college shall work out their schedules subject to Employer approval. Overtime shall not be paid for a schedule adjustment.
- 5.4 Squad changes requested by the employee shall be accomplished without requiring overtime pay.
- 5.5 Compensatory Time - Upon City Council approval of this Agreement, compensatory time-off may be accrued in lieu of overtime pay at the option of the employee. Compensatory time-off shall be taken at a time identified by mutual agreement by the employee and the Employer. For compensatory time-off accrued after City Council approval of this Agreement, employees may maintain a balance up to one hundred twenty (120) hours. Sick leave, holidays, and vacation time shall be considered as time worked and shall be compensated accordingly.
- 5.5.1 For existing compensatory time-off banks and upon City Council approval of this Agreement, no further accrual will be permitted. With mutual scheduling agreement, employees will be permitted to use existing compensatory time-off through November 30, 2022. Employees will have the option to cash out some or all of existing compensatory time-off banks in 2021. Any balance remaining as of November 30, 2022 will be cashed out in full.
- 5.5.2 Work performed for third parties at outside billing overtime rates shall be paid and shall not be subject to accrual as compensatory time-off.

## **ARTICLE 6: CALLBACK, COURT TIME AND STANDBY PAY**

- 6.1 Callback - An employee who is called back to work after the employee's normal shift has been completed and the employee has left the premises, shall receive callback pay of a minimum of three (3) hours at the overtime rate of pay. However, an employee who is required to report to work prior to the employee's normal shift and continues on into the employee's regular shift, shall be compensated for such pre-shift hours at one and one-half (1-1/2) the employee's regular straight-time hourly rate of pay.
- 6.2 Court Appearances - Required off-duty appearances in any court or at any hearing shall be compensated for at the overtime rate of pay, with a minimum of four (4) hours at one and one-half (1-1/2) times the employee's straight-time hourly rate of pay. Required standby for possible appearances shall be compensated for as provided in Section 6.3 Standby.
- 6.2.1 Employees shall be responsible to call the dispatcher after 6 p.m. the last court business day prior to a required court appearance to determine whether they will need to appear in court the following day. Employees who are not given notice at that time that they will not be needed at court will receive a four (4) hour minimum at the one and one-half (1-1/2) rate.
- 6.2.2 Article 6.2 is not intended to apply to subpoenas for actions taken off duty not related to their employment.
- 6.3 Standby - An employee required to remain at a known location and be immediately available shall receive a minimum of two (2) hours at the employee's straight-time hourly rate of pay. Any time spent on standby status which exceeds the minimum two (2) hours shall also be compensated for at the straight-time hourly rate of pay. Standby time exceeding the two (2) hour minimum shall be paid in increments of fifteen (15) minutes with the major portion of fifteen (15) minutes being paid as fifteen (15) minutes. This section shall not apply to basic compliance with Section 6.3.1
- 6.3.1 "Special Operations Team" – An employee assigned to the Special Operations Team may be required to carry a communications device so that the employee remains available to respond within sixty (60) minutes to incidents for which the Special Operations Team is trained and equipped.
- 6.4 Employees who are off duty and contacted by telephone by their supervisor or by an employee with their supervisor's approval for a work-related matter may be compensated in fifteen (15) minute increments at the overtime rate of pay, with the major portion of fifteen (15) minutes paid as fifteen (15) minutes.
- 6.5 The "regular rate" will apply to all overtime hours. The "regular rate" is defined to include the employee's straight-time hourly rate of pay and premium pays pursuant to Appendix A (Base Wages, Specialty Incentive Pay, Longevity Pay).

**ARTICLE 7: NON-PYRAMIDING**

- 7.1 Neither paid leaves or premium pay shall be duplicated or pyramided except as may be required by the Fair Labor Standards Act.
- 7.2 In no event shall premium pay be based on other than the employee's regular straight-time hourly rate of pay.
- 7.3 Premium pay and Kelly-time shall be paid semi-monthly.

**ARTICLE 8: WAGES**

- 8.1 Employees covered by this Agreement shall receive the monthly rates of pay as set forth in Appendix A to this Agreement which by this reference shall be incorporated herein as if set forth in full.

**ARTICLE 9: HOLIDAYS**

- 9.1 Employees shall receive eight (8) hours off with pay for each of the following recognized holidays plus an eight (8) hour floating holiday in lieu of time-off on the specific holiday(s). Holiday schedules shall be determined by the Employer.

New Year's Day	Labor Day
Martin Luther King, Jr.'s Birthday	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Eve
Independence Day	Christmas Day

Two (2) "Floating Holidays" designated by the employee. One (1) floating holiday will be added to the employees' holiday banks described in Article 9.1.2. One (1) floating holiday will be deposited into employees' annual leave banks on December 16 and must be used by December 15 of the following year or will be forfeited (annual leave days are not subject to cashout).

- 9.1.1 Any work performed on Independence Day, Thanksgiving Day and Christmas Day by eight (8), nine (9), ten (10), or twelve (12) hour personnel shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay.
- 9.1.2 Employees working an eight (8), nine (9), ten (10), or twelve (12) hour shift shall receive a total of one hundred four (104) "banked" holiday hours to be used during the year. Employees shall receive fifty-six (56) hours of their holiday bank time on December 16th and the additional forty-eight (48) hours on July 1st. An employee

hired between December 16th and June 30th will receive the number of holiday bank hours based on the number of recognized holidays in article 9.1 from their date of hire to June 30th. An employee hired between July 1st and December 15th will receive the number of holiday bank hours based on the number of recognized holidays in article 9.1 from their date of hire to December 15th. Any balances as of December 15th will not be allowed to be carried forward into the next year and will be cashed out.

- 9.1.3 If an employee leaves employment before June 30th, they will be cashed out for the appropriate number of recognized holiday hours from December 16th through June 30th. If they have used more than the holiday hours from their bank than the number of recognized holidays that have occurred between December 16th and their termination date, the hours will be reconciled and deducted from their final pay check. The same criteria will be used for the additional forty-eight (48) holiday hours received on July 1st.
- 9.1.4 Any holiday hours previously used or paid prior to the ratification of this contract will be reconciled to the one hundred four (104) hours referenced in Article 9.
- 9.1.5 Employees working an eight (8), nine (9), or ten (10) hour shift who are scheduled to work on the actual day of New Year's Day, 4th of July, Thanksgiving Day, or Christmas Day shall take that day off from work unless they are required to work by the Employer.
- 9.1.6 An employee upon request may receive subject to approval by the Department Director eight (8) hours pay at their regular straight-time hourly rate of pay in lieu of each paid holiday off as set forth in Section 9.1 for which the employee elects to receive pay.
- 9.1.7 The Employer shall have the option of choosing to pay twelve (12) hour shift employees for their accrued holidays as opposed to giving the time off.

## ARTICLE 10: VACATIONS

Employees shall have the option of selecting from two vacation/sick leave schedules. This selection shall be made at the time of hire. Once a selection is made, it will stay in force for the duration of the employee's tenure with the City. If no selection is made at the time of hire, Schedule 1 will be assigned.

VACATION SCHEDULE 1 w/12 days per year sick leave					VACATION SCHEDULE 2 w/8 days per year sick leave				
Years	Days Per Year	Hrs Per Month	Max Days Allowed	Max Hrs Allowed	Years	Days Per Year	Hrs per Month	Max Days Allowed	Max Hrs Allowed
0 – 4	12	8.00	24	192.00	0 – 4	16	10.67	32	256.08
5 – 9	16	10.67	32	256.08	5 – 9	20	13.33	40	319.92

VACATION SCHEDULE 1 w/12 days per year sick leave					VACATION SCHEDULE 2 w/8 days per year sick leave				
Years	Days Per Year	Hrs Per Month	Max Days Allowed	Max Hrs Allowed	Years	Days Per Year	Hrs per Month	Max Days Allowed	Max Hrs Allowed
10 – 14	20	13.33	40	319.92	10 – 14	24	16.00	48	384.00
15 – 19	22	14.67	44	352.08	15 – 19	26	17.33	52	415.92
20 +	24	16.00	48	384.00	20 +	28	18.67	56	448.08
SICK LEAVE SCHEDULE 1					SICK LEAVE SCHEDULE 2				
Days Per Year		Hrs Per Month	Hours Per Year		Days Per Year		Hrs Per Month	Hours Per Year	
12		8.00	96		8		5.33	64	

- 10.1 The final determination regarding the scheduling of vacation time off shall be subject to the sole discretion and approval of the Police Chief.

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

- 11.1 Sick Leave – Sick leave shall be accrued at the rate of either eight (8) hours per month or 5.33 hours per month, according to the vacation/sick leave schedule selected by the employee (presented above in Article 10). Employees shall be allowed to carry over up to twelve hundred eighty (1280) hours of sick leave from year to year. Any hours in excess of twelve hundred eighty (1280) at the time of carryover shall be forfeited.
- 11.2 Sick leave shall not be charged against an employee on a regularly scheduled day off.
- 11.3 Sick Leave Cash-Out – Upon leaving employment with the City, an employee with five (5) years of service who leaves the City in good standing may receive one percent (1%) per year of service (to a maximum of twenty-five percent [25%]) of the dollar value of their sick leave accrual balance. This amount will be paid to the employee upon separation from the City.
- 11.4 Modified Duty - During periods when an employee is off for non-duty or duty-related leave due to illness or injury, modified duty assignments may be made by the Chief or his designee, under the following conditions:
- (1) The modified duty assignment is made available by the Employer.
  - (2) The modified duty assignment is appropriate given the illness or injury of the employee.
  - (3) The modified work assignment is determined by mutual agreement between the Chief, or his designee, and the employee after approval by the treating physician. Such approval shall not be unreasonably withheld.

- (4) The maximum work week for light duty shall be forty (40) hours scheduled as either eight (8) or ten (10) hour work days by management.
- (5) The schedule shall allow for rehabilitation by the employee using appropriate leave during the work day if necessary.

11.5 Family Leave – Notwithstanding any provision to the contrary that may be contained elsewhere in this Agreement, employees who have been employed by the Employer for at least one thousand two hundred fifty (1250) hours (an average of twenty-four (24) hours per week) during the previous fifty-two (52) consecutive weeks shall be eligible for up to twelve (12) weeks family leave without pay during any twelve (12) month period for any of the following reasons: (1) the birth or placement of a child or adoption or foster care; or (2) a serious health condition of an employee or an employee's spouse, child, or parent. The City of Issaquah will comply with State and federal FMLA leave laws. To the extent available, an employee shall use accrued paid leave (e.g. sick leave, vacation) during family leave to assure that the total scheduled leave of all kinds shall not exceed twelve (12) weeks in a period of fifty-two (52) consecutive weeks. During a family leave period, the Employer shall continue the employee's health insurance benefits on the same basis as active employees. The Employer may recapture any premiums paid if the employee fails to return for reason other than the serious health conditions of the employee or immediate family member.

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

12.1 Medical and Dental - The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee and dependent dental coverage for the following insurance plans:

Association of Washington Cities Dental Plan J or Willamette Dental (\$10 co-pay plan) (offered through the Association of Washington Cities (AWC) Benefit Trust) as selected by the employee.

The Employer shall pay each month the percentage of medical premiums for employees and dependents set forth in Appendix C.

Each Employee shall select one of the City's Medical plans set forth in Appendix C. Each Employee may change from the Medical plan in Appendix C that the Employee selected to a different Medical plan in Appendix C during the annual open enrollment period (typically during the month of October) if so desired. Notice of the change from one Medical plan to a different Medical plan must be given to the Employer during open enrollment of the prior year, typically held during the month of October each year. The change to the coverage will begin effective January 1<sup>st</sup> of the following year.

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

12.1.1 For any employee who selects Delta Dental, the Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee and dependent orthodontia coverage. The orthodontia plan provided will

be Association of Washington Cities Orthodontia Plan V (offered through the AWC Benefit Trust).

12.1.2 The Employer retains the right to re-open the issue of medical insurance coverage levels in the event of unforeseen changes necessitated by Health Care Reform legislation at the State or Federal Level.

12.2 Vision – The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of vision insurance. The plan provided shall be the Association of Washington Cities Vision Service Plan \$0 Copay Second Pair Plan.

12.3 Life and Long-Term Disability Insurance - The Employer shall pay each month on behalf of each employee those premiums necessary for the purchase of a fifty thousand-dollar (\$50,000.00) Group Basic Term Life Insurance Plan naming a beneficiary selected by an employee.

12.3.1 The Employer shall pay for a long-term disability plan for each regular full time employee as approved by Human Resources.

12.4 Deferred Compensation - Employees in the bargaining unit who are enrolled in the deferred compensation plan shall become eligible to receive contributions from the Employer toward the deferred compensation plan. Participating employees are responsible for following the procedural requirements as dictated by the plan administrator of the deferred compensation plan.

12.4.1 The Employer's contributions are a one-to-one match up to two hundred dollars (\$200.00) per month maximum for a regular full time employee.

12.5 Teamsters Retirees' Welfare Trust - Effective January 1, 2022 and on a monthly basis thereafter, the City shall deduct from the employees' wages the sum of one hundred seventy-five dollars (\$175.00) per month for benefits under the "RWT-XL Plan". During the period this Collective Bargaining Agreement is in effect, the City agrees to remit payment to the Retirees Welfare Trust, c/o NORTHWEST ADMINISTRATORS, INC., for each employee who received compensation for eighty (80) hours or more in the previous month. Other than payroll deduction, the City shall have no responsibility for administration of this benefit. The parties agree that this benefit is paid solely by the employees via wage deduction and that the City's only role is to remit such payments as described above. The parties further agree that this approach to payment of the benefit is intended to remain a permanent feature that shall be maintained in successor labor agreements for as long as the parties continue to participate in the RWT-XL Plan. Nothing herein grants any vested rights to current or future retirees.

12.5.1 Maintenance of Benefits - The Trustees of the Washington Teamsters Welfare Trust or the Retirees Welfare Trust may modify benefits or eligibility of any plan (i.e. for the purpose of cost containment, cost management, or changes in medical technology and treatment). If increases are necessary to maintain the current benefits or eligibility, or benefits or eligibility as modified by the Trustees during the life of the Agreement, the employees, via payroll deduction as described above, shall pay such increases as determined by the Trustees.

### **ARTICLE 13: UNIFORM/CLOTHING/EQUIPMENT AND SUPPLIES**

- 13.1 Uniforms and equipment required by the Employer shall be furnished by the Employer.
- 13.2 Clothing damaged in the line of duty shall be replaced or paid for by the Employer.
- 13.3 All uniforms and equipment furnished by the Employer shall remain the property of the Employer.
- 13.4 A maximum of one (1) Class A uniform per month shall be cleaned at the expense of the Employer at a vendor chosen by the Employer. Prior approval shall be required for anything in excess of one (1) uniform per month. Uniforms exposed to hazardous materials will also be cleaned at the expense of the Employer.
- 13.5 The Employer may make available coffee and normally related supplies; this provision shall not be subject to the grievance procedure.
- 13.6 Take Home Vehicles – The Take Home Vehicle Memorandum of Understanding (MOU) currently in effect shall be extended through December 31, 2024. In all other respects, the terms and conditions of the MOU shall be as set forth in the MOU document.
- 13.7 Body-Worn Cameras – The Employer may reopen this Agreement for the purpose of negotiating the implementation of a Body-Worn Camera program. Should the Employer request such a re-opener, the parties agree that the matters to be bargained shall include Body-Worn Camera policy, including use of Body-Worn Cameras by bargaining unit employees, and wages. The parties agree to begin bargaining within thirty (30) days of the Employer's request to reopen the Agreement.

### **ARTICLE 14: MANAGEMENT RIGHTS**

- 14.1 The Union recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with the responsibilities and powers of authority.
- 14.2 The Employer has the right to schedule overtime work as required in a manner most advantageous to the Department and consistent with requirements of Municipal employment and public safety.
- 14.3 Every incidental duty connected with operations enumerated in job description is not always specifically described.
- 14.4 The Employer reserves the right to lay off personnel for lack of work or funds; or for the occurrence of conditions beyond the control of the Department; or when such continuation of work would be wasteful and unproductive. The Employer shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed in accordance with Article 4 of this Agreement.
- 14.5 No policies or procedures covered by this Agreement shall be construed as reducing or abridging any of the following Employer authority:
  - To evaluate employee performance;

- To determine employee classification;
- To subcontract (but not including the assignment of traditional bargaining unit work to employees outside the Police Department);
- To recruit, assign, transfer, or recommend promotion of employees to positions within the Department;
- To take disciplinary action against employees for just cause;
- To relieve employees from duties because of lack of work, lack of funds;
- To determine methods, means, and personnel necessary for departmental operations;
- To control the departmental budget;
- To take whatever actions may be necessary in emergencies in order to assure the proper functioning of the Department.

14.6 Any and all rights concerned with the management and operation of the Department are exclusively that of the Employer unless otherwise provided by the terms of this Agreement.

## **ARTICLE 15: MISCELLANEOUS**

- 15.1 Maintenance of Standards - The Employer and Union agree that any and all wages, hours and other terms and conditions of employment shall be maintained at not less than the highest standards as contained within any written department policies, rules or procedures, City ordinances or resolutions which are in effect at the time of the signing of this Agreement.
- 15.2 Police employees may be used to replace Communications Specialists in their absence during meals, rest periods, emergency situations and/or administrative needs.

## **ARTICLE 16: POLICE SERGEANT'S BILL OF RIGHTS**

- 16.1 Police Sergeant's Bill of Rights - All employees within the bargaining unit shall be entitled to the protection of what shall hereafter be termed as the "Police Sergeant's Bill of Rights" which shall be added to the present Rules and Regulations of the Issaquah Police Department. The wide-ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Of these contacts come many questions concerning the actions of members of the force. These questions often require immediate investigations by superior officers designated by the Chief of the Issaquah Police Department. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline and in keeping with the provisions of the Civil Service Commission the following guidelines are promulgated:

- 16.1.1 The employee shall be informed in writing if they so desire of the nature of the investigation and whether they are a witness or a suspect before any interview commences, including the name, address and other information necessary to reasonably apprise him of the allegations of such complaint. Moreover, suspect employees shall be advised of their right to request Union representation during the interview.
- 16.1.2 Any interview of an employee shall be at a reasonable hour, preferably when the employee is on duty unless the exigencies of the investigations dictate otherwise. When practicable, interviews shall be scheduled for the daytime.
- 16.1.3 The interview (which shall not violate the employee's constitutional rights) shall take place at the Issaquah Police Station facility, except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately with an attorney of their own choosing and at his own expense, and/or a representative of the Union may be present during the interview.
- 16.1.4 The questioning shall not be overly long and the employee shall be entitled to reasonable intermissions as they shall request for personal necessities, meals, telephone calls and rest periods.
- 16.1.5 The employee shall not be subjected to any offensive language, nor shall they be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain their resignation, nor shall be intimidated in any other manner. No promises nor rewards shall be made as an inducement to answer questions.
- 16.1.6 No employee covered by this Agreement shall be required to take or be subjected to any lie detector or similar tests as a condition of continued employment.

## **ARTICLE 17: DISCIPLINE**

- 17.1 The Employer agrees that any employee who has passed probation may be disciplined only for just cause.

## **ARTICLE 18: GRIEVANCE PROCEDURE**

18.1 Any grievance which may arise over the application, meaning or interpretation of this Agreement, shall be settled in the following manner except that in cases of suspension, demotion, or termination the appeal will begin at Step 2 and shall follow the Employer's established chain of command, unless the specified command level does not have the authority to resolve the grievance:

18.1.1 Prior to the filing of a grievance the employee may attempt to resolve the issue through informal discussions with the employee's immediate Supervisor. These informal discussions and any potential resolution by the Supervisor should be concluded within eight (8) calendar days of the occurrence of such grievance.

18.1.2 STEP 1 - A grievance shall be presented to the employee's immediate Supervisor in writing by the aggrieved employee with a copy to the Chief of Police and/or the Union, within thirty (30) calendar days of the occurrence of such grievance. The immediate Supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify the employee/Union in writing within fourteen (14) calendar days.

18.1.3 STEP 2 - If the employee is not satisfied with the solution by the immediate Supervisor, the employee and/or the Union shall present the grievance, in writing with particulars (Articles alleged violated, pertinent facts and remedy sought) to the Police Chief within thirty (30) calendar days, after which the Police Chief shall attempt to resolve the matter and notify the employee/Union in writing within fourteen (14) calendar days.

18.1.4 STEP 3 - If the grievance is not resolved by the Police Chief, the employee and/or Union shall present the grievance, in writing, within twenty-one (21) calendar days to the City Administrator, after which the City Administrator shall attempt to resolve the matter and notify the employee/Union in writing within twenty-one (21) calendar days.

18.1.5 STEP 4 - If the grievance is not resolved by the City Administrator, the Union may refer the grievance within twenty-one (21) calendar days to arbitration by written notice to the Chief of Police. After receipt of the referral to arbitration, the parties will attempt to agree on an arbitrator. If the Union and the Employer are unable to agree upon an arbitrator, they shall jointly request that the American Arbitration Association or Federal Mediation and Conciliation Service provide a list of arbitrators from which the parties shall select one. The representatives of the Employer and the Union shall alternately eliminate the name of one (1) person on the list until one (1) name remains who shall hear and rule upon the dispute. It shall be the function of the arbitrator to hold a hearing at which time the parties may submit their cases concerning the grievance. The arbitrator shall render their decision based upon the interpretation and application of the provisions of the Agreement within thirty (30) calendar days after such hearing. The decision of the arbitrator shall be binding on the Employer, the Union and the employee(s) involved.

18.1.5.1 The cost for the services of the arbitrator shall be shared equally by both parties. Both parties agree to apply the decision of the arbitrator to all substantially similar situations arising thereafter and to eliminate the filing of grievances where possible by the application of precedent. Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements, or to change any of the present provisions of this Agreement.

Each party shall be responsible for the costs of presenting its own case to the arbitrator, including witness and attorney's fees.

18.1.5.2 The parties agree that Section 17.1.5.1 will not apply (to either the grievance or the appeal) if the decision of the arbitrator is appealed to the courts by the City.

18.1.6 It is the intent of the parties that any alleged grievance shall be advanced from one step to the next as soon as is reasonably possible in order to achieve an expeditious resolution to the disputed issue. Grievances are deemed withdrawn if the matter is not moved to the next step within the prescribed amount of time, unless timelines have been waived or extended in accordance with Section 17.1.8.

18.1.7 An appeal on any matter under the jurisdiction of the Civil Service Commission and the grievance procedure of the contract may be filed simultaneously but may not be processed through both. In the event the City receives simultaneous appeals of the same action through an appeal to the Public Safety Civil Service Commission and through the grievance procedure, the City shall provide notice of the simultaneous appeals to the Union. If both appeals are still pending after sixty (60) days from the receipt of such notice by the Union, the appeal through the grievance procedure shall be deemed withdrawn.

18.1.8 The City and the Union may agree to bypass steps set forth here or agree to extend timeframes. Such agreements shall be in writing.

## **ARTICLE 19: PERFORMANCE OF DUTY**

- 19.1 The Union and the Employer recognize that the public interest requires the efficient and uninterrupted performance of emergency service. To this end, the Union and the Employer pledge their best efforts to avoid or eliminate any conduct contrary to this objective.
- 19.2 During the life of this Agreement the Union shall not cause, encourage or participate in any strike including strike picketing, slowdown, walkout, or work stoppage. Nothing contained within this Agreement shall be construed to prohibit political activity of individual members, or the Union, as prescribed in RCW 41.06.250.
- 19.3 Notwithstanding anything else to the contrary contained within this Agreement, failure to respond to the Union's request to return to work by an individual's next scheduled work shift, may cause disciplinary action to be taken. This action may include suspension or immediate dismissal.

## **ARTICLE 20: SAVINGS CLAUSE**

- 20.1 It is the intention of the parties hereto to comply with all applicable law and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by a Court of final jurisdiction.
- 20.2 Should any provision of this Agreement and/or any attachments hereto be held invalid by operation of Law or by an tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such tribunal, the remainder of this Agreement and/or any attachments hereto shall not been affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provisions and/or any attachment hereto.
- 20.3 The Union and the Employer agree to work toward compliance with the Americans with Disabilities Act (ADA).

## **ARTICLE 21: DURATION**

- 21.1 This Agreement shall be effective on the date of signing and shall remain in full force and effect through December 31, 2024, unless otherwise provided for herein and shall remain in effect during the course of negotiations on a new Agreement. All wage increases shall be effective as set forth in Appendix A of this Agreement.

## APPENDIX A: WAGES

### A.1 Rates of Pay –

A.1.1 Effective January 1, 2023, the City shall implement a new pay range, as included below. No employee's wage shall be decreased as a result of implementation of the new pay range. Upon implementation of the new pay range and effective January 1, 2023, employees shall receive a six percent (6.0%) cost of living adjustment.

A.1.1.1 In addition, employees will receive a lump sum payment of four percent (4.0%). The lump sum payment will be paid in two (2) installments. Employees must be employed from January 1, 2023 to June 30, 2023 to receive the first lump sum installment, and must be employed from July 1, 2023 to November 30, 2023 to receive the second lump sum installment.

A.1.2 Effective January 1, 2024, the pay rates in effect on December 31, 2023 shall be increased by 100% of the positive changes in the Seattle Tacoma Bellevue June 2022 to June 2023 CPI-U, with a minimum increase of two percent (2.0%) and a maximum increase of four percent (4.0%).

### A.2 Wages -

2023 Wages (not including 6.0% cost of living adjustment)

Grade	Classification Title		Step 1	Step 2	Step 3	Step 4	Step 5
SGNT	Police Sergeant	Annual	\$114,653	\$119,239	\$124,009	\$128,969	\$134,128
		Monthly	\$9,554.43	\$9,936.61	\$10,334.07	\$10,747.44	\$11,177.33
		Pay Period	\$4,777.22	\$4,968.30	\$5,167.04	\$5,373.72	\$5,588.67

2023 Wages (including 6.0% cost of living adjustment)

Grade	Classification Title		Step 1	Step 2	Step 3	Step 4	Step 5
SGNT	Police Sergeant	Annual	\$121,532	\$126,393	\$131,450	\$136,707	\$142,176
		Monthly	\$10,127.68	\$10,532.78	\$10,954.12	\$11,392.26	\$11,847.98
		Pay Period	\$5,063.84	\$5,266.39	\$5,477.06	\$5,696.13	\$5,923.99

A.3 Step increases are typically automatic upon an employee completing twelve (12) months at each step. In the event that an employee is not performing adequately at a satisfactory rate of improvement, step increases may be withheld until performance improves, at the discretion of the Police Chief.

A.4 The rates of pay in Section A.1 are the minimum rates of pay. Nothing shall prohibit the Employer from paying in excess of the minimum amounts.

A.5 If an employee's anniversary date occurs on the 1st through the 15th of the month, any STEP increases shall be effective on the 1st of that month. If an employee's anniversary

date occurs on the 16th through the 31st of that month, any STEP increases shall be effective on the 1st of the following month.

A.6 Promotional Increases – Upon promotion into a position covered by the bargaining unit, the employee's salary shall be the greater of the minimum of the new salary range or five percent (5%) above the employee's previous salary. For purposes of this provision, an employee's previous salary shall include base wage, Corporal premium, and Education Incentive Pay.

A.7 Specialty Incentive Pay - An employee assigned to the following specialties shall be eligible to receive Specialty Incentive Pay which shall be paid semi-monthly (pay period) each month the employee is assigned to each specialty hereinafter identified:

Detective	5% of monthly rate of pay
Range Master	2% of monthly rate of pay
Special Operations Team	1% of monthly rate of pay
Bilingual Incentive Pay	3% of monthly rate of pay

Regarding Bilingual Incentive Pay, the Union and the Employer will discuss in labor management the terms of the testing program that qualifies employees for the incentive pay. The Employer will determine the languages to be included using the most common languages in the Issaquah School District as a reference. The following languages will be included: Spanish, Chinese (Mandarin), Korean, Russian, and American Sign Language. No more than six (6) Officers shall receive Bilingual Incentive Pay at any one time. Should there be more than six (6) Officers who qualify, the Employer will determine who is to receive the premium based on proficiency (test scores) and the need for the employee's particular language skill.

Specialty Incentive Pay shall be approved by the Department Director and City Administrator, subject to final approval by the Mayor, and shall not be subject to the grievance procedure.

A.8 Physical Fitness Incentive Pay – An employee who completes a physical fitness program approved by the Employer shall be eligible to receive a Physical Fitness Incentive Pay equal to one percent (1%) of their monthly salary. This Physical Fitness Incentive Pay shall be approved by the Department Director and City Administrator, subject to the final approval of the Mayor, and shall not be subject to the grievance procedure. Physical Fitness Incentive Pay will be paid semi-monthly based on a qualification test administered in December of the previous year and then another qualification test administered in June for the remaining six months of the year.

A.9 Longevity Incentive Pay – Employees shall receive Longevity Incentive Pay based upon their years of service with the Issaquah Police Department. Longevity Incentive Pay shall be as follows (as a percentage of base pay):

After 5 <sup>th</sup> year:	3%
After 10 <sup>th</sup> year:	4.5%
After 15 <sup>th</sup> year:	5.5%

After 20<sup>th</sup> year: 6.5%  
After 25<sup>th</sup> year: 8%

## APPENDIX B: DRUG & ALCOHOL TESTING

### B.1 Introduction

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

### B.2 Definitions

A. For the purpose of administration, the following definition of terms is provided:

- 1. Alcohol - means the intoxicating agent in alcoholic beverages, ethyl alcohol or other low molecular weight alcohols, including methyl or isopropyl alcohol.
- 2. Drug - means any substance (other than alcohol) capable of altering the mood, perception, pain level, or judgment of the individual consuming it.
- 3. Illegal Drug - means any drug for which sale, purchase, transfer, or unauthorized use or possession is prohibited or restricted by federal or state law or the intentional misuse of a prescription or over-the-counter drug.
- 4. Over-the-Counter Drug - means those drugs that are generally available without a prescription and are limited to those drugs that are capable of impairing the judgment of an employee to safely perform the employee's duties.

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

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

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

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

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

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

B.4 Collection/Testing Procedures -

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

B.4.2 Alcohol Testing -

1. Alcohol testing will be conducted by a trained Breath Alcohol individual using an Evidential Breath Testing Device which the person has been trained to operate in conformance with the relevant section of the Washington Administrative Code governing the State toxicologist's Administration of the Breath Alcohol Test Program.
2. Alcohol Breath testing shall take place at a facility that meets the requirements of the State of Washington.
3. The procedures used for conducting all screening and confirmation alcohol tests shall be in conformance to State of Washington Procedures.
4. The cutoff levels for screening and confirmation alcohol tests shall be .02 breath alcohol.
5. The procedures used for reporting the results of alcohol tests shall be made available to each individual employee and the Union.

B.5 Drug Testing -

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

laboratory and transportation of the specimen to the laboratory shall be in conformance with the Mandatory Guidelines.

B.5.6 Laboratory security, chain of custody, and analysis procedures shall be in conformance with the Mandatory Guidelines.

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

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

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

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

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

B.5.8 Specimens that test negative on confirmatory tests shall be reported negative and no further testing of these specimens for drugs is permitted.

B.5.9 An essential part of this drug testing program is the final review and reporting of results. The final review and reporting of the results of such drug testing shall be in conformance with the Mandatory Guidelines.

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

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

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

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

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

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

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

- B.8 *Right to Appeal* - Employees and the Union have the right to challenge an alleged violation of this Policy and/or the results of alcohol and drug testing through the grievance

procedure set forth in the collective bargaining agreement between the Union and the City in effect at the time of the alleged violation.

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

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

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

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

## APPENDIX C: CITY OF ISSAQUAH MEDICAL PLANS

- C.1 The Employer shall offer the following medical plans for the employee to select from: Association of Washington Cities (AWC) Regence HealthFirst \$250 Deductible Plan, AWC Regence High Deductible Health Plan, and AWC Kaiser Permanente \$200 Deductible Plan.
- C.2 *Premium Sharing and HSA Contribution Amounts* - The premiums shall be shared between the employee and the Employer on the following basis:

AWC Regence HealthFirst \$250 Deductible Plan	Employee Premium Share	Employer Premium Share
Employee	0%	100%
Spouse/Domestic Partner	10%	90%
1 <sup>st</sup> dependent	10%	90%
2 <sup>nd</sup> dependent +	10%	90%

AWC Regence High Deductible Health Plan	Employee Premium Share	Employer Premium Share
Employee	0%	100%
Spouse	0%	100%
1 <sup>st</sup> dependent	0%	100%
2 <sup>nd</sup> dependent +	0%	100%
Employer HSA Contribution: \$3,350.00 for employee, \$6,650.00 full family (which shall be defined as employee plus one (1) or more dependents).		

For Payroll purposes, administration of the HSA (for employees covered by the AWC Regence High Deductible Health Plan) shall be pro-rated on a semi-annual basis with the option elected by the employee.

AWC Kaiser Permanente \$200 Deductible Plan	Employee Premium Share	Employer Premium Share
Employee	0%	100%
Spouse/Domestic Partner	10%	90%
1 <sup>st</sup> dependent	10%	90%
2 <sup>nd</sup> dependent +	10%	90%

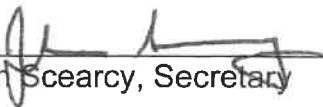
For each of the plans set forth above there shall be no additional charge to the employee if an employee has more than two (2) dependents.

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

- C.4 The Employer and the Union will partner to explore AWC WellCity criteria for plan year 2024 and beyond.

**TEAMSTERS 117/IBT ISSAQUAH POLICE  
SERGEANTS**

By

  
John Searcy, Secretary

By

**CITY OF ISSAQUAH, WASHINGTON**



Mary Lou Pauly, Mayor

Date

1.12.23

Date

2.1.23

## **MEMORANDUM OF UNDERSTANDING**

**by and between the**

**CITY OF ISSAQUAH, WASHINGTON**

**and the**

**TEAMSTERS Local Union No. 117, representing Police Sergeants**

This non-precedent setting Memorandum of Understanding (MOU) is entered into by and between the City of Issaquah (the "City") and Teamsters Local Union No. 117, representing Police Sergeants (the "Union") in order to establish a pilot take-home vehicle program ("Pilot Program").

### Background

1. The parties have executed a collective bargaining agreement ("CBA"), valid until December 31, 2022.
2. The intent of this Pilot Program is to increase operational efficiency, provide increased ability to respond to emergencies, improve cost efficiency of vehicle use by reducing overall maintenance costs, and improve retention of Police Sergeants.
3. The Pilot Program is not intended to create an entitlement.
4. For purposes of the Pilot Program, no new vehicles will be purchased, and only existing vehicles will be assigned to Police Sergeants.
5. The Mayor and/or designee has authority to assign existing City fleet to employees as needed to improve administrative or operational efficiency of City functions.
6. The parties reached agreement on the terms and conditions outlined below to implement a take-home vehicle pilot program for Police Sergeants.

### Terms and Conditions

In consideration of the terms and conditions set forth herein and the mutual benefits to be derived, the parties agree as follows:

1. The Pilot Program will be effective upon execution of this MOU by both parties and will end on December 31, 2022. The Pilot Program will not continue past that date unless the parties have agreed in writing upon a take home vehicle policy or on an extension of the pilot.

2. In order to be eligible for the Pilot Program, employees must live within a straight-line distance of 50 miles from the City. If the employee lives outside of this boundary, he/she must park the take home vehicle at a secure location, such as a police or fire station, within a straight-line distance of 50 miles from the City.
3. Take-home vehicles must be locked at all times if not in pursuant to City policy: 312.5.2 STORAGE AT HOME.
4. Take-home vehicles may be used to drive to and from work only. No stops are allowed unless in the City of Issaquah, except for stops covered in item 7, below.
5. No passengers are allowed in take-home vehicles unless the employee has obtained prior approval from a supervisor.
6. Employees must be in their assigned uniform for the day and armed while driving a marked vehicle to and from their residence or secure parking location.
7. Emergency response and enforcement action during the employee's commute in the take-home vehicle shall be according to existing City policy. Stopping for fuel is allowed.
8. Any time a take-home vehicle is involved in a traffic collision regardless of how minor, a supervisor shall be notified immediately. Investigations will be conducted in accordance with existing City policy. Investigations may result in loss of an assigned take-home vehicle or may result in disciplinary action up to and including termination.
9. It is the employee's responsibility to schedule routine maintenance with Fleet staff. Routine maintenance should be scheduled at the City Fleet Shop. In the event of a collision or extended maintenance, the employee will be expected to find alternative means to get to work. It is the employee's responsibility to clean the interior and exterior of the vehicle and any equipment within the vehicle.
10. The City reserves the right to search or conduct inspections of take-home vehicles to ensure compliance with item 9, above. Employees have no expectation of privacy within the take-home vehicle.
11. Employees are responsible for fueling their vehicles, and fuel shall be paid for by the City. Employees shall endeavor to fuel vehicles at locations supported by City fuel cards if at all possible.
12. Employees are responsible for all fees, including tolls, camera enforcement, parking citations, etc. incurred off-duty.
13. Employees must follow all federal, state, and local laws while driving their vehicles. Employees shall not operate a City vehicle after consuming any alcohol or any other substances that would impair driving ability.


14. Use of a take home vehicle can be revoked at any time by the Chief or designee when it is determined to be in the best interest of the City or if the employee has failed to comply with departmental rules or regulations. Any violation of the terms set out above is cause to remove an assigned vehicle from an employee and shall not preclude additional disciplinary action. Revoking the use of a take home vehicle is not subject to the grievance procedure.
15. The City will only assign take-home vehicles as available currently in the City's fleet. Not all employees will be assigned a vehicle. Nothing in this MOU requires the City to purchase new vehicles. Once the City has determined how many vehicles are available for the Pilot Program, vehicles will be assigned first by interest, then by seniority.
16. Employees must sign a Take Home Vehicle Policy Acknowledgment form (attached to this MOU as Exhibit A) before being issued a take-home vehicle.
17. The City retains full authority to cease offering take-home vehicles at any time during the duration of the Pilot Program for any reason and without obligation to bargain the decision to end the program. In the event that the Pilot Program is discontinued, the City's obligations shall be satisfied by providing notice.
18. This new Pilot Program shall have no precedential value for negotiations. Actions taken by the City to effectuate this MOU and program are not subject to Article 19, Grievance Procedure, of the Parties' Collective Bargaining Agreement.
19. The MOU becomes effective when signed by both parties. In all other respects the CBA between the parties shall remain in full force and effect.

This is the entire agreement between the parties. Any prior understandings, written or oral, are deemed merged with its provisions. This MOU may be amended only in writing with the express consent of the parties. Except as expressly set forth herein, the underlying CBA shall remain full force and effect.

Teamsters Local Union No. 117

City of Issaquah, Washington

DocuSigned by:  
  
7393387B28FB452...  
John Scearcy  
Secretary  
Date: 9/20/2021

DocuSigned by:  
  
CEEF8F882C07468...  
Mary Lou Pauly  
Mayor  
Date: 9/21/2021

DocuSigned by:  
  
04E34B2FE11E4D5...  
Stephanie Johnson  
Date: 9/20/2021

## **Exhibit A**

### **CITY OF ISSAQUAH**

#### **Take Home Vehicle Policy Acknowledgment**

I acknowledge that I have carefully read and understand the Take Home Vehicle Memorandum of Understanding (MOU). I have been given a copy of the Take Home Vehicle MOU to retain in my personal records.

I understand that any violation of the terms of the MOU may result in revocation of my take-home vehicle privileges and/or discipline, up to and including termination.

I understand that revocation of the use of a take home vehicle is not subject to the grievance procedure.

I understand that the City may end the take-home vehicle pilot program at any time, and that the program is currently scheduled to end on December 31, 2022.

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Employee Signature

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Date

## **WEINGARTEN RECOMMENDATIONS TO EMPLOYEES<sup>1</sup>**

**The Union recommends employees take the following steps to protect their jobs<sup>2</sup>:**

1. If you are asked to attend a meeting with management which you believe may lead to discipline, ask to have a Union steward present. If possible, notify the steward or other Union official of the meeting immediately. When in doubt, ask management whether or not anything said at the meeting could lead to disciplinary action.
2. If you are unable to obtain representation before entering the meeting, you should:
  - a. Ask whether you are free to leave the room if you choose to do so;
  - b. Ask whether anything said at the interview could lead to disciplinary action or discharge;
  - c. If so, ask that (1) a Union representative be contacted and brought to the meeting place before any questioning occurs, and (2) you be permitted to speak to the Union representative in private prior to the questioning;
  - d. If a Union representative is unavailable, ask that the meeting be postponed until a Union representative can be present;
  - e. In the event the employer nonetheless insists on proceeding with the meeting, ask that a fellow employee whom you trust be brought to the meeting to act as a witness.

**If the Employer denies any or all of you the foregoing requests, the Union recommends that you comply with their demands, including answering their questions. However, you should state that you are doing so only under protest.**

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<sup>1</sup> These recommendations do not apply when an employee faces possible criminal charges. Such employees should obtain the advice of an attorney.

<sup>2</sup> These recommendations are not appropriate in some industries and should be tailored to reflect contract and internal Union procedures.

## **TEAMSTERS 117 MEMBER FORMS**



**[www.teamsters117.org/member\\_forms](http://www.teamsters117.org/member_forms)**

Please follow the link or scan the QR code with your mobile phone camera app if:

- You are new to the Union to fill out your Teamsters 117 Member Application.
- You moved or need to update your contact information with the Union.
- You need to designate or change the beneficiary for your Union-paid life insurance.