

 **COPY**

AGREEMENT

By and Between

CITY OF MARYSVILLE, WASHINGTON

and

MARYSVILLE POLICE OFFICERS ASSOCIATION

(COMMISSIONED SERGEANT)

Signed:

Effective: January 1, 2014

To: December 31, 2016

AGREEMENT BETWEEN
THE CITY OF MARYSVILLE
AND MARYSVILLE POLICE OFFICERS' ASSOCIATION
SERGEANTS

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AGREEMENT

By and Between
CITY OF MARYSVILLE, WASHINGTON
and
MARYSVILLE POLICE OFFICERS ASSOCIATION
COMMISSIONED SERGEANTS

This Agreement is by and between the City of Marysville, Washington, herein after referred to as the Employer, and Marysville Police Officer Association, hereinafter referred to as the Association.

ARTICLE I. RECOGNITION, ASSOCIATION MEMBERSHIP & PAYROLL DEDUCTION

- 1.1 Recognition: The Employer recognizes the Association as the sole collective bargaining representative for all employees of the City of Marysville, Washington employed in the Marysville Police Department Pursuant to PERC Certification in Decision 485 5-A-PECB all Full-Time Commissioned Law Enforcement Officers excluding all other employees of the City of Marysville, Washington.
- 1.2 Association Membership: It shall be a condition of employment that all employees covered by this Agreement who are members of the Association in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members in good standing on the effective date of this Agreement, shall on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Association. It shall also be a condition of employment that all employees covered by this Agreement hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Association.
- 1.2.1 An employee shall be protected from having to join said Association provided the employee can substantiate that there exists bona fide religious tenets or teachings of a church or religious body of which he is a member, in which case he shall pay an amount of money equivalent to regular Association dues and initiation fee to a non-religious charity mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fee. The employee shall furnish proof that such payment has been made.
- 1.3 Payroll Deduction. The Employer shall deduct from the pay of all employees covered by this Agreement the dues of the Association and shall remit to said Association all such deduction monthly, except that all deductions for the above items must be uniform and regular to accommodate the monthly machine processed payroll. Where laws require written authorization by the employee, the same shall be furnished in the form required. No deduction shall be made which is prohibited by applicable law. The Association shall indemnify and save harmless the Employer from any and all liability resulting from the dues check-off system.

1.4 The Association shall indemnify and hold the Employer harmless from taking any action requested in writing by the Association.

1.5 Association Representatives. It is recognized that the Marysville Police Officers Association Executive Board (President and two (2) Vice Presidents or their designee) and negotiating committee (1 person per bargaining unit or their designee) shall be required to absent themselves from their regular duties while partaking in official meetings of the Association, attending negotiation sessions.

1.5.1 The Chief of Police may, at his/her discretion, release officers to attend meetings during regular working hours without loss of pay. The Employer may restrict this time when such release time from regular duty assignments will substantially impair the ability of the department to function with its remaining regularly scheduled staff. Employees in the bargaining unit shall be permitted to attend meetings of the Marysville Police Officers Association without loss of the pay during scheduled working hours: provided, that said attendance shall not substantially impair the ability of the department to maintain operations.

Employer agrees to provide release time for any officer or officers whose attendance is requested at a meeting by the LEOFF System Board or local disability board, the Civil Service Commission, or a labor arbitrator selected under the terms of this agreement.

1.6 Bulletin Boards. The Employer shall provide space on or for a bulletin board which may be used by the Association. The Association shall be strictly liable to the city for any unsuitable material posted on the Bulletin Board.

ARTICLE II. NON-DISCRIMINATION & ASSOCIATION INVESTIGATION

- 2.1 No employee shall be discriminated against for upholding Association principles or serving on a committee, and shall not lose his job or be discriminated against for this reason; provided however; such activities shall not interfere with the employee's work duties.
- 2.2 The Employer and the Association shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individuals race, color, religion, gender, sexual orientation, national origin, or marital status, or the presence of any physical, mental, or sensory impairment, or age, unless such physical, mental, or sensory impairment, or age, is a bona fide occupational qualification.
- 2.2.1 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either.
- 2.3 Conduct of Association Business. Association business such as handling grievances and other legitimate routine matters may be conducted on Police Department premises provided that such business does not interfere with City operations. Scheduled Association meeting may be held in City facilities provided such meetings do not interfere with City operations.

ARTICLE III- HOURS OF WORK, OVERTIME, CALLBACK & STANDBY

- 3.1 Hours of Work. The normal schedule for hours of duty for employees in the bargaining unit shall be as follows:
- 3.1.1 Patrol Sergeant: The standard shift for patrol officers shall be twelve hours, including up to a one hour lunch break, and two twenty-minute breaks. Sergeants are "on call" during lunch and breaks which are included in the standard paid shift and are to be observed during slack periods. Sergeants shall work three shifts of 12 hours on and three days off. "PM" shifts and "AM" shift rotation shall be every four months. PM shifts start at 18:00 and end at 06:00 hours. AM shifts begin at 06:00 hours and end at 18:00 hours. Alternative shifts may be implemented pursuant to Section 3.5.
- 3.1.2 Detectives Sergeant: Members of the Association assigned to detective positions shall work four (4) consecutive days followed by three (3) consecutive days off. Days off shall be Saturday and Sunday consecutively with either a Friday or Monday. The standard shift for detectives shall be 10.53 hours (or the equivalent of the 3/12 shift total hours), including a lunch of up to one hour and two twenty minute breaks. Detective Sergeants are "on call" during lunch and breaks and are included in the paid hours of work. Breaks/lunch will be observed during slack periods. Alternative shifts may be implemented pursuant to Section 3.5.
- 3.1.3 Training Unit Sergeant: Members who are assigned to the Training Unit shall work four (4) consecutive days followed by three (3) consecutive days off. Days off shall be Saturday and Sunday consecutively with either a Friday or Monday. The standard shift for the Training Unit shall be 10.53 hours (or the equivalent of the 3/12 shift total hours), including a lunch of up to one hour and two twenty minute breaks. The Training Unit is "on call" during lunch and breaks and are included in the paid hours of work. Breaks/lunch will be observed during slack periods. Alternative shifts may be implemented pursuant to Section 3.5.
- 3.1.4 Overlap Shift: The standard shift for officers working the Overlap Shift shall be twelve hours, including up to a one hour lunch break, and two twenty-minute breaks. Officers are "on call" during lunch and breaks which are included in the standard paid shift and are to be observed during slack periods. Overlap Shift Officers shall work three shifts of 12 hours on and three days off. Hours of work shall start at 2:00 PM and end at 2:00 AM. Alternative shifts may be implemented pursuant to Section 3.5. Staffing for Overlap shift shall not be more than current shift staffing (a squad).
- 3.1.5 Motor Units Sergeant: Members of the units who are assigned to the Motor Units shall work four (4) consecutive days followed by three (3) consecutive days off. Days off shall be Saturday and Sunday consecutively with either a Friday or Monday. The standard shift for Motor Units shall be 10.53 hours (or the equivalent of the 3/12 shift total hours), including a lunch of up to one hour and two twenty minute breaks. Motor Units are "on call" during lunch and breaks and are included in the paid hours of work. Breaks/lunch will be observed during slack periods. Alternative shifts may be implemented pursuant to Section 3.5.

- 3.1.6 Pro-Act Team Sergeant: Members of the Association who are assigned to the Marysville Pro-Act Team, which is recognized as a specialty assignment shall work four (4) consecutive days followed by three (3) consecutive days off. Days off shall be Saturday, Sunday, & Monday consecutively. The schedule shall include a start time of 1400 hours to 0030 hours. The standard shift for the Pro-Act Team shall be 10.53 hours, (or the equivalent of the 3/12 shift total hours), including a lunch of up to one hour and two twenty minute breaks. Pro-Act Team employees are “on-call” during lunch and breaks and are included in the paid hours of work. Breaks/lunch shall be observed during slack periods. The Pro-Act Sergeant may adjust shift hours to address identified specific criminal issues and/or crime trends. Alternative shifts may be implemented pursuant to section 3.5 of the contract.
- 3.2 Overtime: All hours worked outside an employees scheduled shift shall be paid at one and one-half (1-1/2) times the employee’s regular straight-time hourly rate of pay.
- 3.2.1 Employees will be paid for all overtime due each month.
- 3.2.2 Use of Compensatory Time: Employee request to utilize accumulated compensatory time off shall be granted as required by the Fair Labor Standards Act. The City reserves the right to compel employees to use comp time in excess of 40 hours to avoid a large year end pay-out. Upon death or termination, the employee’s accumulated but unused compensatory time off shall be cashed out at the applicable rate and paid to the employee or the employees’ estate. In no event shall an employee lose accrued compensatory time. The Employer agrees to, at least once every year, provide each employee with a statement showing the number of accrued compensatory time hours the employee has in his/her bank. Employees may request a “cash-out” of their Comp time bank twice a year – June request for July payment and/or November for December payment. All amounts over 40 hours on December 31 will be paid-out with the December pay check; December adjustments, if any, will be made on the January check.
- 3.3 Callback: Employees called back to duty following the completion of their scheduled shift shall be paid no less than three (3) hours at one and one-half (1-1/2) times the employee’s regular straight-time hourly rate of pay. Employees called back to duty on their scheduled day off shall be paid no less than three (3) hours at one and one-half (1-1/2) times the employee’s regular straight-time hourly rate of pay.
- 3.3.1 Minimum Overtime: Employees ordered to report back to duty after arriving home after their regular shift, or called to duty on their day off, either as a court witness, case officer or for an emergency call in shall be guaranteed three (3) hours at the rate of one and one-half (1-1/2) times the employee’s regular straight-time hourly rate of pay. If such employees are not provided with seventy-two (72) hours of notice that they will be required to attend a staff meeting or training, they will be guaranteed three (3) hours at the rate of time and one-half (1-1/2) for such activity.
- 3.3.2 Court Appearances: Required off-duty appearance in any court at any hearing shall be compensated for at the overtime rate of pay, with a minimum of three (3) hours at one and one-half (1-1/2) times the employee’s straight time hourly rate of pay. In order to

earn call-back pay for court appearances the employee must inquire with the Prosecutor's office prior to the court appearance to verify attendance is still required. Required standby for possible appearances shall be compensated for as provided in section 3.5 Standby.

- 3.4 Standby: The Employer and the Association agree that the use of standby time shall be minimized consistent with sound law enforcement practices and the maintenance of public safety. Standby assignments shall be for a fixed, predetermined period of time not to exceed eight (8) hours of compensation (16 hours) during any twenty-four (24) hour period. Employees formally placed on standby status shall be compensated on the basis of one (1) hour straight time pay for each two (2) hours of standby or fraction thereof. If the employee is actually called back to work, normal overtime rules shall apply in addition to the standby pay.
- 3.5 Unilateral shift changes by the City (including mandatory training) will be limited to a maximum of 9 days per calendar year per employee with a 3 consecutive day maximum. (Any combination of days that does not exceed these caps is acceptable.) The City will give the employee two (2) weeks written notice prior to the schedule change.
- 3.6 Non-Pyramiding: Premium or overtime pay shall not be duplicated or pyramided except as may be required by the Fair Labor Standards Act. In no event shall premium or overtime pay be based on other than the employee's regular straight time hourly rate of pay.
- 3.7 Employees and management may mutually agree to schedule changes. The employer will give the MPOA written advance notice of those schedule changes to include: length, hours and duration. The MPOA will be deemed to have concurred unless the MPOA objects on behalf of the employee.

ARTICLE IV. WAGES

4.1 Each employee covered by this Agreement shall be compensated in accordance with the rates of pay as set forth below:

4.2 New employees may be given credit for prior work experience in computing entry level salary.

4.2.1 Promotion: A Marysville Police Officer who is promoted from the patrol officer pay grid to the Sergeant pay grid will be placed into the Sergeants pay grid (0). The promoted employee will then move to the final step (1) after one (1) year.

4.3 Effective January 1, 2014 - A 2 % wage increase. The Pay Grades and rates of pay for each Pay Grade covered by this Agreement shall be as follows:

SERGEANT	Step 0	Step 1
	7,268	7,554

Effective January 1, 2015 – A 2% wage increase.

Effective January 1, 2016 – A 2% wage increase. The Association shall have the option to reopen this section of Article 4 regarding wages for calendar year 2016 if the City exercises its right to reopen the contract pursuant to Article 8.

4.4 Premiums will be paid in accordance with the rates listed below:

PREMIUMS	Percentage of Monthly Wage
Detective Sgt	4.5%
Traffic	4.5%
FTO (when performing duties)	4%
SRO	4.5%
Canine	4.5%
Peddle Bike	\$1.00 per hour
Pro-Act Team Sgt	4.5%

4.4.1 Removal from a specialty must be supported with sufficient documentation to justify the removal and may not necessarily be part of a disciplinary process.

4.5 Longevity Effective 1/1/2006:

After 5 years service	3%
After 10 years service	6%
After 15 years service	8%

After 20 years service	10%
After 25 years service	12%
After 28 years service	15%

4.6 Work Out of Classification: Any employee performing work in a higher classification (i.e.: Sergeant) shall be paid at the higher classification in the pay step, which is the lowest step in the higher classification that still provides an increase over the employee's regular pay scale. Compensation for work in a higher classification shall become payable upon the completion of one (1) or more shifts of work in the higher classification per incidence of such out of class work. A shift is defined as the normal work shift of the officer.

4.7 Education Incentive shall be available to each employee covered by this Agreement.

4.8 Effective January 1, 2007, the Educational Incentive shall be as follows:

45 credits	3% (Only for employees hired before 1/1/06)
90 quarter credits or 60 semester credits or AA	6%
BA/BS	8%

*Any college, 100 level or above, credits earned at an accredited college or university are acceptable. (Only for employees hired after January 1, 2012).

4.9 Employees shall receive a bilingual pay allowance of 2% added to their base pay when language skills have been confirmed by an agreed upon language specialist or such other method as the City shall reasonably determine. Bilingual pay for officers having conversational proficiency in Spanish, Asian, Pacific Islander, Russian, Slavic, and Sign Languages can qualify for this incentive. Recertification of language skills must be made every three years within three months following the anniversary date of the certification. Those failing to recertify will lose the premium the first pay period following the 3-month certification time period.

ARTICLE V. HOLIDAYS

- 5.1 Employees other than those employees set forth in Section 6.1 shall receive the following holidays and associated benefits of this Section V and such other days as the City Council may establish without a reduction in pay:

January 1 st	New Year's Day
3 rd Monday in January	Martin Luther King, Jr.'s Birthday
3 rd Monday in February	President's day
Last Monday in May	Memorial Day
July 4 th	Independence Day
1 st Monday in September	Labor Day
November 11 th	Veteran's Day
4 th Thursday in November	Thanksgiving Day
The day after Thanksgiving Day	Day after Thanksgiving
December 25 th	Christmas Day
One Floating Holiday	

- 5.1.1 Employees who actually work on Fourth of July, Thanksgiving Day or Christmas Day will be paid time and one half for all hours worked between 00:01 and 24:00 the day of the holiday.
- 5.2 Employees who have been continuously employed for six (6) months shall be eligible to take the Floating Holiday with pay. Those who have been employed less than six (6) months in a calendar year shall not earn a Floating Holiday for that year. When an employee requests the Floating Holiday, he shall provide no less than two (2) weeks advance notice. Granting of the Floating Holiday shall be based upon departmental needs and requirements. Seniority shall prevail in granting time off in those instances where more than one (1) employee requests the same day.
- 5.3 No employee shall be called back to duty or called out on a holiday for less than four (4) hours at the overtime rate for such work.
- 5.4 The dates set forth within section 5.1 represent the specific dates on which a holiday shall be observed. Should the dates for any such holiday be changed by the Legislature or the Governor or the State of Washington, said holiday shall be observed on the date established by the change and not the date set forth within Section 5.1.

ARTICLE VI. VACATION

6.1 Holidays shall not be recognized for Sergeants. In lieu of holidays, the afore referenced employees shall receive vacation benefits according to the following schedule when they work in excess of 2080 hours per year.

<u>YEARS OF EMPLOYMENT</u>	<u>VACATION</u>	<u>HOLIDAYS</u>	<u>OVERTIME</u>	<u>TOTAL</u>
1 through 2	10 days	11 days	4 days	25 d/200 hrs
3 through 5	12 days	11 days	4 days	27 d/216 hrs
6 through 10	15 days	11 days	4 days	30 d/240 hrs
11 years	20 days	11 days	4 days	35 d/280 hrs
12 through 13	21 days	11 days	4 days	36 d/288 hrs
14 through 15	22 days	11 days	4 days	37 d/296 hrs
16 through 17	23 days	11 days	4 days	38 d/304 hrs
18 through 19	24 days	11 days	4 days	39 d/312 hrs
20 and more	25 days	11 days	4 days	40 d/320 hrs

6.2 The vacation schedule set forth herein shall be used in determination of vacation leave accrual for each employee commencing with his anniversary date of employment with the City regardless of the employees coverage by this, another or no bargaining unit prior to becoming subject to this Agreement.

6.2.1 Employees classified as falling under the Law Enforcement and Fire Fighters Act II and all other employees shall be entitled to accrue unused vacation leave not to exceed a maximum of sixty (60) days of vacation in accordance with 6.1. The maximum accrual rates may be exceeded if an employee's request for leave is denied by the Employer in writing; the maximum day's accrual shall be extended for each month that the leave is deferred. Such deferral shall be reported to and approved by the Personnel Office.

6.2.3 Employees who have accumulated vacation in excess of the maximums set forth in 6.2.1 shall have until December 31, of the following year to bring their vacation accumulation into compliance with Section 6.2.1.

6.3 No employee shall receive compensation for unused vacation leave greater than four hundred eighty (480) hours at the time of retirement. Leave in excess of two hundred forty (240) hours shall be deposited into a Health Reimbursement Arrangement plan.

6.3.1 In the event of death in the line of duty, payment of all unused vacation leave shall be made to the surviving spouse or to the employee's estate if there is no spouse at the employee's regular straight-time hourly rate of pay.

6.4 Vacation leave shall not accrue during any pre approved leave without pay, but such leave shall not be considered an interruption of consecutive years of employment for the purpose of determining entitlement to additional vacation days under the afore-referenced schedule.

- 6.5 Vacation time shall be taken at a time mutually agreeable to the Chief of Police or his designee and the employee. Vacation carry over must be pre-approved by the Chief Administrative Officer.
- 6.6 Earned vacation leave may be taken at any time during a period of sickness after the expiration of accumulated sick leave.
- 6.7 Employees upon being appointed to employment shall accrue vacation leave in accordance with these provisions; provided however, such employee who leaves the Employer's service prior to completion of six (6) months shall not be compensated for any accrued vacation time.
- 6.8 An employee who fails to provide a two (2) week advance notification of intent to resign shall forfeit rights to earned vacation. The two (2) week notice may be waived by the Chief Administrative Officer in situations that would make such notice by the employee impossible. The maximum forfeiture shall not exceed the amount accrued during the preceding twelve (12) months.
- 6.9 A day for purposes of this Article shall mean eight (8) consecutive hours.
- 6.10 Perfect Attendance: Employees who during each of the twelve (12) months January through December have perfect attendance shall be granted one (1) day of additional vacation to be used during the next calendar year. For the purposes of this Section, "perfect attendance" shall include utilization of up to eight (8) hours of sick leave during the calendar year.
- 6.11 Sergeants will bid by seniority in rank within squad/shift A and B schedule and will not affect any officer vacation bidding.

ARTICLE VII. LEAVES

- 7.1 Sick Leave: Employee's other than LEOFF I, shall be entitled to receive accident or sick leave of one (1) day (eight (8) hours) for each month of employment. Regular part-time employees, other than LEOFF I, shall accrue sick leave on pro rata basis. Each employee, other than LEOFF I, may accumulate up to a maximum of one thousand four hundred and forty hours (1440) of accident or sick leave. An employee, other than LEOFF I, who is unable to work due to an accident or an illness shall be entitled to full salary for each day of missed work up the total number of accumulated days of accident or sick leave. An employee shall notify his supervisor of any absence prior to the commencement of his regular work period unless circumstances make such notification impossible. Failure to properly notify the supervisor may result in denial of sick leave pay.
- 7.1.1 New Entry Level Employees will accrue sick leave while attending the Washington State Basic Law Enforcement Academy (BLEA) but will not be allowed to utilize sick leave while attending the BLEA.
- 7.1.2 Upon retirement or involuntary layoff, an employee may use sick leave earned but not used in excess of three hundred sixty (360) hours by converting to cash such surplus on the basis of one (1) day for four (4) sick leave days (eight (8) hours). Any cash out is subject to taxes and cannot be put into the medical retirement health savings plan.
- 7.1.2.1 In the event of death in the line of duty, payment of all unused sick leave shall be made to the surviving spouse or to the employee's estate if there is no spouse at the employee's regular straight-time hourly rate of pay.
- 7.1.3 The certificate of a physician and/or a written report concerning the need for the sick leave may be required by the Employer, and if so required, shall be supplied by the employee in order to qualify for sick leave with pay.
- 7.2 Light Duty: Employees with an injury that results in disability of more than 5 consecutive working days off may request to be assigned to temporary light duty work or, at the City's request, the employee may agree to work light duty. Employees injured on the job will be given preference in filling temporary light duty assignments. Consideration for temporary light duty assignments will be made on a case by case basis and will be contingent upon the procedures established in the City's Personnel Rules, Workplace Health and Safety – Return to Work Procedures and Temporary Light Duty Policy. The Light Duty provisions of this Agreement shall not amend or modify the requirements for physical and/or mental fitness required by the Civil Service Rules and Regulations for the City of Marysville, as amended and will not interfere with the application of Civil Service Rule XIV, § 4.
- 7.2.1 Light Duty assignments, when granted, shall only be for work that does not require the physical and/or mental standard for "on duty Police Officers". The availability and content of work that does not require full "on duty" physical and/or mental fitness, shall be determined by the Chief of Police, with concurrence of the Chief Administrative Officer, in their absolute discretion.

- 7.2.2 Employees granted Light Duty assignments, and who accept same, where the pay rate is less than the officer's normal wage or if an officer is denied requested light duty assignments shall be able to "make up" any deficiency in full straight time monthly earnings through the use of sick leave. And when sick leave is so used the required supplemental amount shall be charged against the officer's sick leave account only on the basis of half of the amount required for the wage supplement for work related disability or illness.
- 7.3 Bereavement Leave: If an employee covered by this agreement suffers a death in the immediate family, said employee shall be entitled to three (3) days off with pay. The employee shall be entitled to up to five (5) days pay if out-of-state travel is required to attend an organized remembrance.
- 7.3.1 "Immediate family" for bereavement leave shall be defined as a wife, husband, son, daughter, mother, father, mother-in-law, father-in-law, brother, sister, grandparents, daughter-in-law or son-in-law, current step-parents, and step-children residing in the home of the employee.
- 7.4 Leaves of Absence: Leaves of absence may be granted to an employee upon approval by the Employer, preserving seniority status. Seniority shall not accrue during any such leave of absence.
- 7.5 Temporary Disability Leave: Other than LEOFF I, regular employees who are physically unable to perform the functions of their position for medical reasons may be placed on temporary disability leave. Temporary disability leave shall be granted for illness, injury, surgery, or because of pregnancy or childbirth and shall only be granted for the period of disability and shall not exceed one (1) year.
- 7.6 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 1250 hours (an average of 24 hours per week) during the previous 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. To the extent available, an employee shall use accrued paid leave (e.g. sick leave, comp-time, vacation, etc.) during family leave to assure that the total scheduled leave of all kinds shall not exceed twelve (12) weeks in a period of 52 consecutive weeks, except that an employee may reserve up to a total of thirty (30) hours of accrued paid leave benefits during a family leave absence. During a family leave period, the Employer shall continue the employee's health insurance benefits on the same basis as active employees.
- 7.7 Shared Leave: Shared leave shall be pursuant to the City's personnel policy which shall not be changed without bargaining with the Association.

ARTICLE VIII. HEALTH AND WELFARE

- 8.1 Effective on the date of ratification of this agreement, the Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee coverage, and ninety percent (90%) of the premium necessary for the purchase of dependent coverage under the Association of Washington Cities' HealthFirst Plan or Group Health Plan 2.

The City has the option to reopen Article 8 for calendar year 2016 for the limited purpose of compliance with the Affordable Care Act or if AWC HealthFirst plan is eliminated for calendar year 2016.

- 8.1.1 The City and Association will establish a Health Reimbursement Arrangement (VEBA) plan that will be funded to pay or reimburse eligible out-of-pocket healthcare costs and premiums for the employee, spouse, and qualified dependents. This Health Reimbursement Arrangement will, at a minimum, allow funding through article (6.3) vacation leave cash out and mandatory deductions from employee's wages. Rules regarding qualified contributions to the plan shall be as outlined by the chosen provider for this plan and the applicable IRS regulations.

The City will remit the amount deducted to the qualified Health Reimbursement Arrangement plan on behalf of each member. Each Association member is required to participate in this program and deduct the amount the MPOA members agree upon each year through a vote of its membership.

- 8.2 Dental Insurance: The Employer shall pay each month one hundred percent (100%) of the premium necessary of the purchase of employee and dependent coverage under the Association of Washington Cities' Washington Dental Service Plan F. The association members agree to pay the difference from Washington Cities' Washington Dental Service Plan A to F by having that difference deducted each month from their pay check.
- 8.3 Vision Insurance: The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee and dependent coverage under the Western Vision Service Plan.
- 8.4 Industrial Insurance: The Employer shall pay one hundred percent (100%) of the premium necessary for the purchase of employee coverage under the Washington State Industrial Insurance Accident Fund, and fifty percent (50%) of the premiums necessary for the purchase of employee coverage under the Washington State Industrial Insurance Medical Aid Fund and Supplemental Pension Fund.
- 8.5 False Arrest Insurance: The Employer shall provide, and make available to the Association a copy of, the Employer's current liability and False Arrest Insurance.
- 8.6 Disability Insurance: The Employer shall pay one hundred percent (100%) of the premium necessary for the purchase of disability insurance for LEOFF II Officers.

ARTICLE IX. UNIFORMS AND ALLOWANCE

9.1 The Employer shall initially provide each new employee and all current employees, at the time of ratification, with the required uniform(s) and equipment as set forth below.

EQUIPMENT

<u>QUANTITY</u>	<u>ITEM</u>
1	Department approved handgun .40 cal and 3 magazines
1	Department approved rifle and 2 magazines.
1	Portable Radio
1	Ear piece
3	Uniform Shirts - Long Sleeve
3	Uniform Shirts - Short Sleeve
3	Uniform trousers
1	Jump Suit (Bratwear)
1	Baseball Cap
1	Tie
1	Coat - Medium weight
1	Gun belt
1	Holster
4	Keepers
1	Belt for Uniform Pants (if required)
2	Cuff Case w/Handcuffs and Key
2	Bullet Pouches
1	Body Armor (Level 2 or Greater/ National Institute for Justice-NIJ)
1	Set Collar Devices
2	Name Tags
1	Badge
1	ASP and holder not to exceed \$75/\$20
1	Flashlight & holder
1	Set of Suspenders
As issued	Service Ammunition

9.1.1 In addition to the above equipment, those officers assigned to specialty duties such as K9, Traffic, SRO, Pro-Act Team, and Detectives will be issued the following:

Canine

4	Jump Suit (Bratwear -In addition to the initial hire issue)
1	30' lead
1	6' lead
1	Traffic lead
1	Tracking Harness
1	Dog grooming equipment
1	Concrete pad (this is to be installed at officer home)
1	Kennel (this is to be installed at officer home)

1	Padlock for Kennel
1	Dog vest
1	Sleeve
1	Training collars

Traffic

2	Helmet (One full face and one ¾ helmet)
1	Boots
1	Rain Gear
1	Riding Gloves
1	Riding Glasses
1	Leather riding jacket
1	Dress breeches
2	Duty breeches
1	Duty weapon light
1	Duty weapon light holster

SRO

1	Shirt (Polo)
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Detectives

1	Bust Jacket
1	Badge chain
1	Plain-clothes holster
1	Detective badge

Pro-Act Team

1	Drop down thigh holster
1	Duty Weapon light
1	Bust Jacket
1	Raid Vest
1	Alternate Badge Holder
1	Polo-type shirt
1	Tactical type pant
	And/or other approved equipment

9.2 All equipment issued by the Employer to each employee shall be signed for by the employee and shall remain the property of the Employer. The Employee shall be responsible for the cost of equipment issued that is not returned to the Employer. Jumpsuits will be considered standard duty uniform.

9.3 Any change in the uniform or equipment required by the Employer shall be provided for by the Employer at no cost to the employees.

9.4 After initial uniform outfitting, officers (including detectives) shall receive a \$850.00 per year clothing allowance (paid each year on the second pay check in February) to keep uniforms and equipment in satisfactory condition. The employer will replace or repair uniforms/equipment

damaged in the line of duty as determined by the Employer. After initial issue, officers will have the responsibility for maintaining in good serviceable condition, equipment initially issued (including footwear) with the exception of firearms, body armor, badges and portable radio equipment, which replacement responsibility, and the cost thereof, will remain with the employer.

- 9.5 The employee shall obtain the pre-approved issue item from a supplier designated by the Employer.
- 9.6 Items not issued in the uniform and equipment list which the employee wishes to wear or carry must be approved by the Employer. Department approved short pants shall be at officer's expense.
- 9.7 The City will provide dry cleaning service to all employees in the bargaining unit. Each employee shall be entitled to have four clothing items, worn in the line of duty, cleaned each week. Extra cleaning may be authorized at the sole discretion of the chief or designee when items are extraordinarily soiled in the line of duty.
- 9.8 The Employer shall pay reasonable cost of repair or replacement of employee's personal property reasonable and necessarily worn or carried on duty when such property is stolen, damaged, or destroyed as a direct result of the employee's performance of his official duties and without negligence for the proper care of property by the employee. Personal property shall include, but is not limited to reasonably priced eyeglasses, wristwatches, contact lenses, gloves, and clothing.

ARTICLE X. TRAINING

- 10.1 Travel to training and time spent in training shall be compensated if required by the Fair Labor Standards Act.
- 10.2 Employee requested training: (If training falls outside employee's normal work schedule). (Mandatory training falls under the caps in 3.5.)

1 day training: No schedule change - Overtime paid.

More than one day: Employees may accept schedule change with no overtime. If an employee refuses to accept the schedule change with no overtime, the Employer may decline to grant the employee the requested training on that basis.

ARTICLE XI. NO STRIKE PROVISION

- 11.1 Nothing contained in this Agreement shall permit or be construed to grant an employee or group of employees the right to strike or refuse to perform their prescribed duties.

ARTICLE XII. EMPLOYER'S RIGHTS

- 12.1 The Employer has and shall retain the exclusive rights to manage and direct the performance of the Employer's services and the work force performing such services.
- 12.2 The Employer has and shall retain the exclusive rights to determine issues of public policy; to determine the merits, necessity or organization of any service or activity conducted by the Employer.
- 12.3 The Employer has and shall retain the exclusive right to determine and change the facilities, methods, means and personnel by which the Employer's operations are to be conducted, to expand or diminish services and programs, to determine and change the number of locations, relocations and types of operations and the processes and materials to be employed.
- 12.4 The Employer has and shall retain the exclusive right to determine the size and composition of the work force, to assign work to all of its employees in accordance with requirements as determined by the Employer and to establish work assignments and set work schedules in the best interests of the Employer.
- 12.5 The Employer has and shall retain the exclusive right to relieve employees from duty because of lack of work or other non-disciplinary reason, to discharge, suspend, or otherwise discipline employees for proper cause, to determine position classifications, to hire, transfer, promote and demote its employees for non-disciplinary reasons, to determine policies, procedures and standards for retention, selection, training and promotion of employees, to establish performance standards, to maintain the efficiency and effectiveness of governmental operations, to take any and all necessary actions to carry out its missions in emergencies, to exercise control and discretion over its services to maintain the economy desirable for the performance of the Employer's services.
- 12.6 Incidental duties connected with police operations are not necessarily specified in the job description and job descriptions shall not limit the Employer's right to assign such duties as the needs of the Employer may require.
- 12.7 Nothing contained in this Article shall be construed to be a waiver of the Association's rights to compel bargaining regarding mandatory subjects.

ARTICLE XIII. DISCHARGE, REDUCTION OR DEPRIVATION OF PRIVILEGES

- 13.1 The tenure of employees shall be only during good behavior, and any employee may be removed or discharged, suspended without pay, demoted, or reduced in rank, or deprived of vacation privileges or other special privileges for the reason and through the procedures established by the Rules and Regulations of the Civil Service Commission of the City of Marysville. Provided, however, no employee who has completed probation shall be disciplined except for just cause.

ARTICLE XIV. LAW ENFORCEMENT BILL OF RIGHTS

- 14.1 The Law Enforcement Bill of Rights is established and set forth herein. The City and MPOA will meet and collaborate to establish policies and procedures regarding Internal Investigations (IA's) prior to the ratification of this contract.
- 14.1.1 Police Officer's Bill of Rights. All employees within the bargaining unit shall be entitled to the protection of what shall hereafter be termed as the "Police Officer's Bill of Rights" which shall be added to the present Rules and Regulations of the Marysville 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 Marysville Police Department. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline the following guidelines are promulgated:
- 14.1.2 The employee shall be informed in writing of the nature of the investigation and whether he is a witness or a suspect before any interrogation commences, including the name, address and other information necessary to reasonably apprise him of the allegations of such complaint.
- 14.1.3 Any interrogation 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, interrogations shall be scheduled for the daytime.
- 14.1.4 The interrogation (which shall not violate the employee's constitutional rights) shall take place at the Police Station facility, except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately with an attorney of his own choosing and/or a representative of the Marysville Police Officers Association may be present during the interrogation, but may not participate in the interrogation except to counsel the employee.
- 14.1.5 The questioning shall not be overly long and the employee shall be entitled to reasonable intermissions as he shall request for personal necessities, meals, telephone calls and rest periods.
- 14.1.6 The employee shall not be subjected to any offensive language, nor shall he be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain his resignation, nor shall be intimidated in any other manner. No promises or rewards shall be made as an inducement to answer questions.
- 14.1.7 No employee or officer covered by this Agreement shall be required to take or be subjected to any lie detector or similar tests as a condition of continued employment.
- 14.1.8 The City shall make reasonable efforts to complete disciplinary investigations, through issuance of discipline, within 120 days of the commencement of the IA investigation. If

additional time is necessary the City shall give notice to the Association of the reason for the delay and the expected completion date.

14.2. Critical Incidents:

- 14.2.1 Statement of Purpose: The parties recognize that adequate training is critical for preventing unnecessary use of force and for minimizing the impact on an Employee who is involved in a situation where force must be used. The Department recognizes that it is its obligation to provide adequate training in this area, including the reactions of Employees in critical instances and in dealing with problems that result after being involved in a critical incident.
- 14.2.2 Procedures: Any time an incident occurs involving a use of lethal force, against a person, the following will apply:
- 14.2.3 When an Employee, whether on or off duty, uses lethal force which results in the injury or death of a person, or discharges a firearm in which no injury occurs, the Employee shall not be required to make a written or recorded statement for seventy-two (72) hours after the incident, except that immediately following the incident the Employee shall verbally report to a Superior Officer any exigent information regarding outstanding suspects or similar information necessary to preserve the immediate safety of the public and fellow officers. The affected Employee may waive the requirement to wait seventy-two (72) hours. Beyond that, the Department will not question the Employee(s) regarding any information relating to the incident, but will immediately inform the Employee involved in the incident that they have the Right to be allowed prompt access to any of the following:
- (a) Their spouse;
 - (b) The Association's attorney, the attorney's agents, and/or Union Representative;
 - (c) The Employee's personal attorney;
 - (d) Psychologists, psychotherapists, or ministers depending upon the Employee's choice and
 - (e) Peer Support Counselor.
- 14.2.4 The Department will encourage the Employee to have access to any of the above listed persons and to promptly do so telephonically if the Employee so requests. Any discussions about the incident that the Employee has with the above-mentioned personnel shall be confidential with the exception of the Union Representative. The Department and the Association shall mutually agree on designated Peer Support Counselors with appropriate training.
- 14.2.5 The Department or its designee will conduct a thorough and competent investigation of the incident, including using the appropriate techniques for preservation of the scene if relevant where the use of force took place. All reports and findings from this investigation, following a determination as to whether criminal charges should be filed, will be promptly made available to the Association upon request. If the Department must preserve a chain of custody for weapon or weapons utilized in the incident, the Employee will be promptly issued replacement weapons unless it is inappropriate to do so.
- 14.2.6 The Department or its designee will assign a properly trained interviewer to interview the Employee. The interviewer will be trained in the appropriate techniques of interview, interrogation and investigation of Use of Force or Critical Incidents. If there are multiple

investigators assigned because of the concurrent investigations that are underway, the investigators will coordinate so that one investigator will be primarily responsible for the interview. All reasonable attempts will be made to minimize the need for successive interviews.

- 14.2.7 No statement will be required within seventy-two (72) hours after the incident except as indicated above. The interview of the Employee involved in a use force situation will be done under circumstances intended to minimize the traumatic affect of the interview on the Employee. The Employee will be given reasonable breaks and periods to prepare for the interview, and be given reasonable telephonic access to the above listed personnel during the interview upon request. Additionally, the Employee shall have a Right to be represented during the interview by an Association Representative or the Employees attorney. If requested, the interview will be postponed until the Employee has had a reasonable opportunity to seek prompt professional counseling before the interview takes place.
- 14.2.8 In the discretion of the Department, the Employee may be placed on administrative duty and assigned to training or other administrative areas with the specific nature of the Employee's duty to be assigned by the Department in consultation with the Employee. The Department may also place the Employee on administrative leave. The request to be considered for an administrative assignment or administrative leave may be initiated by the Employee.
- 14.2.9 While on administrative assignment or leave, the Department will allow access to the Employee's choice of Department approved licensed mental or medical health professional without loss of pay or benefits to the Employee.
- 14.2.9.1 When either the Employee or the Employer believes that the Employee should return to the Employee's regular assignment, at the Employer's option the Employee will provide a letter from the licensed psychologist or medical doctor indicating that the Employee is ready to return to their regular duties or to modified duties. The Employer at its option may request an additional independent medical psychological exam, which will be conducted in conformity with the procedures outlined in this agreement and the Americans with Disabilities Act (ADA).
- 14.2.9.2 While on administrative leave and after returning to duty, the Employee will be encouraged and allowed full access for up to twelve (12) sessions with licensed mental or medical health professional without loss of pay or benefits to the Employee while participating in such program.

ARTICLE XV. WARNING LETTER & PERSONNEL FILES

- 15.1 The Employer shall not discipline an employee who has completed the probationary period without just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee (excepting probationary employees) to the employee, in writing, and a copy of the same to the Association, except that no warning notice need be given to an employee before (s)he is discharged if the cause of such discharge is theft, gross insubordination, drunkenness on duty or issues of parallel magnitude.
- 15.2 Probationary periods shall be as provided in the Civil Service Rules of the City of Marysville. Extensions of the probationary period are limited to one additional probationary period of like length. Extensions of probation must be in writing and issued prior to the expiration of the initial probation. Employees who are promoted but remaining in a bargaining unit position represented by the Association shall serve a promotional probation period which shall not exceed six (6) months. During that period, employees may be reverted to their former positions without resort to the grievance procedure for failure to pass probation. Extensions of probationary periods shall only be by agreement of the Chief and the Association.
- 15.3 Personnel Files. Written reprimands shall not be used for purposes of progressive discipline after a maximum period of twenty-four (24) months when there has been no reoccurrence of similar misconduct for which the employee was reprimanded. Any record of serious discipline shall not be used for purposes of progressive discipline after a maximum period of thirty-six (36) months when there has been no recurrence of similar misconduct for which the employee was disciplined.
- 15.3.1 Access to Personnel Files. All employees have the right to view their entire personnel files. Employees wishing to view said file shall give the Personnel Department advanced notice and establishing an agreed time and place. An employee shall be permitted to read any disciplinary material affecting his/her employment before it is placed in a personnel file. The employee shall be allowed to rebut such statements in writing (such rebuttal will be attached to the file copy of statement). The Employer will notify employees before any additions of disciplinary or negative performance are made to the individual's file.

ARTICLE XVI. GRIEVANCE PROCEDURE

- 16.1 A grievance shall be defined as an alleged violation of the express terms and conditions of this Agreement. If any such grievance arises it shall be submitted to the following grievance procedure.
- 16.1.1 STEP I: An employee and/or the Association within ten (10) working days from the occurrence or knowledge of the occurrence of an alleged grievance, but in no event more than sixty (60) calendar days from the date of the occurrence, may bring said grievance to the attention of the employee's immediate supervisor. This action shall be in writing, specifying the Article in the Agreement that has allegedly been violated, giving the date, time, place and witnesses, if applicable, and remedy sought. The immediate supervisor shall make every effort to resolve the alleged grievance and respond within five (5) working days. In the event the supervisor is a member of any Bargaining Unit represented by the Association no grievance settlement shall be final until accepted by the Chief Administrative Officer or his/her designee.
- 16.1.2 STEP II: Failure of the immediate supervisor to resolve the alleged grievance within five (5) working days shall permit the Employee and/or the Association the right to submit a demand for resolution to the Division Commander, who shall rule on the merits of the grievance and respond within seven (7) working days.
- 16.1.3 STEP III: Failure of the Division Commander to satisfactorily resolve the alleged grievance within seven (7) working days shall permit the Association the right to submit a demand for resolution to the Chief of Police, within seven (7) days of the Step II response, who shall rule on the merits of the grievance and respond within seven (7) working Days.
- 16.1.4 STEP IV: Failure of the Chief of Police to satisfactorily resolve the alleged grievance within seven (7) working days shall permit the Association the right to submit a demand for resolution to the Chief Administrative Officer, within seven (7) days of the Step III response, who shall rule on the merits of the grievance and respond within seven (7) working Days.
- 16.1.5 STEP V: Upon failure of the Chief Administrative Officer to satisfactorily resolve the alleged grievance within seven (7) working days, the Association within ten (10) days of the Step IV response shall notify the Employer of the need to select an arbitrator to hear the dispute. If the Employer and the Association are not able to agree upon an arbitrator within three (3) working days after receipt by the Employer of the demand for arbitration, the Employer and the Association may request a list of eleven (11) arbitrators from the Federal Mediation Conciliation Service (FMCS). After receipt of same the parties involved shall alternately strike names, one at a time until only one name remains, who upon hearing the dispute shall render a decision which shall be final and binding upon all parties.
- 16.2 Nothing herein shall prevent an employee from seeking assistance from the Association or the Association from furnishing such assistance at any stage of the grievance procedure.

- 16.3 Each party shall be responsible for payment of all fees and expenses related to the presentation of its arbitration case, including attorney fees. The expense of the arbitrator, the cost of any hearing room and the cost of a court reporter, unless such are paid by the State of Washington, shall be borne equally by the Employer and the Association.
- 16.4 The parties agree that except where matters are covered by express provisions of this agreement, the employees are subject to the Rules of the Marysville Civil Service Commission and any alleged violation of contractual provision also covered by Civil Service Rules may be adjudicated either through the Civil Service appeals process or through the grievance process, provided that, the filing of a Civil Service Appeal, either before or after the filing of a grievance, shall constitute an election of remedies and a waiver of the subject employee's right to further pursue his grievance or the Association's right to require the Employer to arbitrate the grievance.
- 16.5 The timelines noted within this article may be waived by written mutual agreement between the parties. Furthermore, any step may be waived by mutual written agreement of the parties to expedite the process.

ARTICLE XVII. MISCELLANEOUS

- 17.1 The Employer agrees it shall maintain the existing practice regarding the use of reserve officers.
- 17.2 During the term of this agreement, CSO's may perform the following duties historically performed by bargaining unit members:
1. Items listed in the current job description;
 2. Juvenile Bike Program;
 3. Found Property;
 4. Civil collisions that are, non-injury, non-reportable, non-blocking accidents;
 5. Blocking disabled vehicles (pushbar);
 6. Traffic Hazards;
 7. Animal control;
 8. Non-occurring vandalism/malicious mischief reports(misdemeanor only);
 9. Non-occurring theft reports (misdemeanor only); and

Provided, the Department may not employ more than five (5) CSO's. Further, the Department shall provide comprehensive descriptions of the above duties to the MPOA. The City shall not assign such duties to the CSO's until the MPOA has agreed to the descriptions of the duties.

The City agrees to insure that the CSO's will not perform duties beyond those provided above. Provided, any additional duties performed by CSO's during the term of this agreement shall not constitute a past practice or provide the basis for performing any additional beyond those listed above.

- 17.3 All employees shall be paid on the 5th and 20th day of each month, except for emergency (as defined in Webster's). If the 5th or 20th day of month falls on a holiday or weekend period, the employees shall, if feasible, be paid on the last business day prior to that period.
- 17.4 Background investigations will be conducted by Sergeants or other commissioned officers within the Marysville Police Department.

ARTICLE XVIII. SAVINGS CLAUSE

- 18.1 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. In such event either party may request renegotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof; provided however, that such findings shall have no affect whatsoever on the balance of this Agreement.

ARTICLE XIX. DURATION

19.1 This Agreement shall be effective from January 1, 2014, and shall remain in force through December 31, 2016.

CITY OF MARYSVILLE

MARYSVILLE POLICE OFFICERS
ASSOCIATION

BY: 
TITLE: Mayor
DATE: 5/12/2014

BY: 
TITLE: PRESIDENT
DATE: 5/8/2014

APPENDIX "A"
to the
AGREEMENT
by and between
CITY OF MARYSVILLE, WASHINGTON
and
MARYSVILLE POLICE OFFICERS ASSOCIATION
(Representing the Commissioned Law Enforcement Sergeants)

- A. The City and Association are parties to a Labor Agreement; and
- B. The City and Association have adopted a working schedule for Patrol Officers of three shifts of 12 hours on and three consecutive days off; four 10.53 hours shifts with three consecutive days off, and five 8.42 hours shifts with two consecutive days off.
- C. The parties have met, conferred and wish to resolve the issue.

NOW it is agreed:

1. Officers working 2190 hours per year shall bank 110 working hours per calendar year to account for hours worked in excess of 2080 per year. "Banked Work Hours" (BWH) are to be used when an officer is otherwise not working.
2. Officers may use BWH to supplement any regular scheduled duty day when because of training the officer has a "short shift" meaning a work period of less than 12, 10.53, or 8.42 hours. The BWH will "top up" the actual work hours to 12 hours for that shift.
3. Because BWH are actual straight time hours worked they shall be counted as such in calculating overtime during the work rotation period of eight days.
4. Hours worked, including BWH used to top up a short shift, in excess of 48 hours in a shift rotation of eight (8) days shall be compensated at time and one half BWH shall not be used to increase the hours in any shift beyond the normal work shift.
5. Officers allocating BWH shall write the hours allocated to a given shift on the "miscellaneous" line of the time sheet and put a small "B.T." next to the entry to signify the use of BWH.
6. Each officer with BWH may request a cash out of their BWH in June for July payment. Otherwise, the BWH shall be cashed out as the last paycheck issued in December.
7. It is understood by the parties that if the work shift or rotation should in the future be changed, the BWH shall be adjusted to provide for a "no gain .no loss" concept as it relates to a normal 2080 hour work year.
8. Employees who have not been paid, in accordance with to this settlement shall be adjusted with the next payroll.

9. For purposes of complying with Section 7(k) of the Fair Labor Standards Act, the work period shall be twenty-four (24) days. This settlement shall be an agreement of the parties regarding section 7(k) of FLSA