

AGREEMENT

by and between

CITY OF MUKILTEO, WASHINGTON

and

Mukilteo Police Guild

(Representing the Law Enforcement Officers)

January 01, 2023 through December 31, 2025

AGREEMENT
by and between
CITY OF MUKILTEO, WASHINGTON
and
MUKILTEO POLICE GUILD (Representing the Law Enforcement Officers)

January 01, 2023 through December 31, 2025

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
ARTICLE I	RECOGNITION, GUILD MEMBERSHIP AND PAYROLL DEDUCTION.....	1
ARTICLE II	NON-DISCRIMINATION	2
ARTICLE III	GUILD RIGHTS.....	2
ARTICLE IV	HOURS OF WORK	3
ARTICLE V	OVERTIME, CALLBACK AND COURT APPEARANCES	4
ARTICLE VI	WAGES	6
ARTICLE VII	PROBATION PERIOD, LAYOFF, RECALL AND JOB VACANCIES.....	6
ARTICLE VIII	HOLIDAYS.....	7
ARTICLE IX	VACATIONS.....	8
ARTICLE X	LEAVES	9
ARTICLE XI	HEALTH AND WELFARE	10
ARTICLE XII	UNIFORMS AND EQUIPMENT	11
ARTICLE XIII	MISCELLANEOUS	13
ARTICLE XIV	DISCIPLINE	15
ARTICLE XV	GRIEVANCE PROCEDURE	15
ARTICLE XVI	MANAGEMENT RIGHTS.....	16
ARTICLE XVII	NO STRIKES OR LOCKOUTS	17
ARTICLE XVIII	SEPARABILITY AND SAVINGS.....	18
ARTICLE XIX	WAIVER AND COMPLETE AGREEMENT.....	18
ARTICLE XX	DURATION.....	18
APPENDIX "A"	CLASSIFICATIONS AND RATES OF PAY	19

A G R E E M E N T
by and between
CITY OF MUKILTEO, WASHINGTON
and
MUKILTEO POLICE GUILD (Representing the Law Enforcement Officers)

THIS AGREEMENT is by and between the CITY OF MUKILTEO, WASHINGTON, hereinafter referred to as the Employer, and the Mukilteo Police Guild, hereinafter referred to as the Guild.

ARTICLE I **RECOGNITION, GUILD MEMBERSHIP AND PAYROLL DEDUCTION**

- 1.1 Recognition - The Employer recognizes the Guild as the exclusive representative for all Police Officers of the rank of Sergeant and below.
- 1.2 Guild Membership - All employees may, at their discretion, become members of the Guild.
- 1.3 Payroll Deduction – Employees must provide the Guild with a written, electronic, or recorded voice authorization to have the Employer deduct membership dues from an employee's salary. Once employee authorization is received, the Guild shall forward the authorization to the Employer who shall deduct from the pay of the employee the dues, initiation fees, delinquent dues and fees of the Guild, and shall remit to the Guild all such deductions monthly. No deduction shall be made which is prohibited by applicable law. Employees who wish to revoke authorization for payment of membership dues must notify the Guild in writing according to RCW 41.56.110. The Guild shall indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check-off of dues for the Guild. The Guild shall refund to the Employer any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.
- 1.4 Guild Notification - Within fourteen (14) days or as soon as possible from the date of hire of a new employee, but no later than thirty (30) days from the employee's date of hire, the Employer shall forward to the Guild the name, address, telephone number and Social Security number of the new employee and provide an opportunity for the Guild to meet with new bargaining unit employees to discuss Guild membership. The Employer shall promptly notify the Guild of all employees leaving its employment.

ARTICLE II **NON-DISCRIMINATION**

- 2.1 No employee shall be discriminated against for upholding Guild principles or serving on a committee. The Employer and the Guild shall not unlawfully discriminate against any individual with respect to the person's hiring,

compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, marital status, sexual orientation, gender identity, veteran status, or the presence of any physical, mental, or sensory disability, or age, unless such is a bona fide occupational qualification; nor shall they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities, except as such may be a bona fide occupational qualification.

- 2.2 Whenever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to any gender.

ARTICLE III GUILD RIGHTS

- 3.1 Guild Official Time-off - A Guild official who is an employee in the bargaining unit shall be granted time-off without loss of pay for meetings with the Employer concerning matters vital to the employees in the bargaining unit; provided however, such activities shall not interfere with the normal functioning of the Department and prior permission from the employee's supervisor shall be obtained.
- 3.2 Guild Investigative and Visitation Privileges - The Business Representative of the Guild may visit the work location of employees covered by this Agreement at any reasonable time; provided however, such visitation shall not interfere with the normal functioning of the Department.
- 3.3 Bulletin Boards - The Employer shall provide suitable space for a Guild bulletin board on its premises in an area which is frequented by all employees within the bargaining unit.
- 3.3.1 City Email — The Employer and the Guild agree that the Employer's computers and equipment shall be used primarily for conducting the Employer's business. Guild staff members shall be allowed to use the Employer's electronic mail system to post notices through their stewards provided that such use does not interfere with the Employer's operations or cause additional cost to the Employer. The Guild understands that any communications taking place on the Employer's computers and equipment are subject to review by the Employer, is not secure or private, and is part of the public domain.
- 3.4 Guild Business - Reasonable time off with pay shall be provided to affected employees to attend official Guild functions, such as Guild membership meetings; provided however, such attendance shall not interfere with the normal operation of the Department.

ARTICLE IV HOURS OF WORK

- 4.1 Shift/Squad Schedules – For the purpose of the contract, the term “Squad” means one of four patrol groups, referred to as Squad A, B, C and D. The term “Shift” shall be understood to refer to the times of the day that the “Squads” work. Squads A & B work dayshift and Squads C & D work nightshift.

Squad assignment bids for the following calendar year open on or about September 1st and close on or about September 15th and shall be open for fifteen (15) days. A member of the administration will post a schedule on the patrol area white board. The schedule shall consist of the roster of officers, sergeants and corporals listed in order of seniority. Next to the roster will be four columns signifying each of the squads (A & B squad for days and C & D squad for nights), providing the employees a chance to bid any of the four squads. Each employee will be allowed to provide a first and second choice. Employees shall select their "squad" preferences in order of seniority.

Employees shall be notified of the result of the bid on or about October 1st. For the purpose of this section "on or about" shall mean not to exceed three (3) business days.

An employee will be allowed to bid the same shift (i.e. dayshift or nightshift) as the employee's first choice on four (4) consecutive annual bids. If this should occur, the employee must next exercise a first choice bid on a different shift (dayshift or nightshift). An employee may never bid the same shift for five consecutive years unless the employee was involuntarily moved from the employee's shift bid assignment.

4.1.1

The Chief of Police shall have authority to adjust assignments as required to ensure operational balance of personnel. Any reassignment under this Section shall be with ten (10) days' notice and any shifts worked with less than ten (10) days' notice shall be paid at the overtime rate of pay. The following is a non-exhaustive illustrative list of reasons why a shift/squad adjustment may be required: FTO/PTO, Instructor skills, junior/senior mix; to provide career development opportunities; to ensure that each shift/squad is staffed with appropriate and necessary skill sets and staffing levels; to manage supervisory and performance concerns; to cover temporary assignment needs; to accommodate a disability; to accommodate a work-life balance issue within the bargaining unit; to facilitate the efficient management of programs; etc. In considering assignment adjustments, the Chief will endeavor to hold seniority as an important factor in decisions.

In the event that the Chief adjusts an employee's assignment in accordance with this provision, the Chief shall provide the employee and the Guild with the rationale and the employee and Guild shall have the right to meet and confer with the Chief before the adjustment takes effect.

If an employee is involuntarily moved from their shift bid assignment, they retain the right to bid their seniority position during the next annual shift bid. This involuntary move will not count towards the limit of four (4) consecutive first choice shift bids in a row, provided the move is for the remainder of the year or a period of six (6) or more months.

4.2

Patrol Officer Workweek – Presently, the employer utilizes a twelve (12) hour work day which averages to a forty (40) hour work week over a bi-weekly period. Except in the case of operational or emergency need, that current work schedule(s) shall be continued.

Five (5) shifts of twelve (12) hours and two (2) shifts of ten (10) hours over a fourteen (14) consecutive day work period, with overtime to be paid for all work performed in excess of employee's daily scheduled shift, or eighty (80) hours during the fourteen (14) consecutive day work period

Non-Patrol Workweek - The workweek shall consist of five (5) consecutive days. Each work shift shall consist of eight (8) consecutive hours. Each five (5) day workweek shall be followed by two (2) consecutive twenty-four (24) hour days off. Employees may be provided optional workweeks subject to the approval of the Employer, providing that such optional workweeks shall not interfere with normal routine functions of the Department. Such optional workweeks are as follows:

Four (4) consecutive days of ten (10) consecutive hours followed by three (3) consecutive twenty-four (24) hour days off; and/or

Three (3) consecutive days of twelve (12) consecutive hours followed by three (3) consecutive twenty-four (24) hour days off; and/or

Other shifts as mutually agreed.

With supervisor approval, non-patrol employees may flex their time between workweeks.

4.3 Meals and Rest Periods – The following meal and rest periods supersede WAC 296-126-092 pursuant to RCW 49.12.187. A workshift shall normally include a paid thirty (30) minute meal period and two (2) paid fifteen (15) minute rest periods. Employees working a twelve (12) hour shift shall receive an additional fifteen (15) minute paid rest period. All employees shall be subject to immediate call during meal and rest periods for which no overtime or additional compensation shall be paid.

4.4 Notification of permanent or semi-permanent changes to starting/ending times - Each employee shall be assigned to a regular starting/ending time which shall not be changed without ten (10) days advance notification. In the event an employee's regular starting/ending time is changed without ten (10) days advance notification, he or she shall be paid overtime at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay for all hours worked outside of the employee's normal work schedule. If the Employer changes an employee's regular starting/ending time to accommodate the employee's request, the employee shall not be eligible for overtime compensation as set forth within this Section. This Section is intended to govern starting/ending times for day and night shifts and power shift in general and modifications for operational need (i.e. crime surge) for an unknown duration of time. The advance notification of a schedule change required by this Section shall not apply when an unforeseen or unavoidable situation results in a lack of coverage.

ARTICLE V OVERTIME, CALLBACK AND COURT APPEARANCES

5.1 Overtime – Unless flex time has been approved by a supervisor, all work

performed in excess of the scheduled daily shift, or on a scheduled day off, or forty (40) hours in any one (1) week for non-patrol, or eighty (80) hours in a two week work period for patrol shall be compensated for at one and one-half (1-1/2) times the employees regular straight-time hourly rate of pay. Compensatory time-off may be accrued in lieu of overtime pay at the discretion of the employee. Compensatory time-off shall be earned at one and one-half (1-1/2) times the hours worked. Scheduling of compensatory time-off shall be by mutual agreement between the employee and the Employer.

5.1.1 Compensatory time accrued shall not exceed eighty (80) hours. Employees may cash out any compensatory time on the first paycheck in June and the first paycheck in December.

5.1.2 Overtime shall be paid for in increments of fifteen (15) minutes with the major portion of each fifteen (15) minutes being paid as fifteen (15) minutes.

5.1.3 In computing overtime, all hours compensated except for special duty (Court Appearances) shall be considered hours worked.

5.1.4 For the purpose of determining an employee's "regular straight-time hourly rate of pay", the amount diverted from an employee's wages to Deferred Compensation (\$87.00 per month) shall be added back into the employee's base wage rate as set forth in Appendix "A".

5.2 Callback - An employee who is called back to work outside their regularly scheduled shift, including court appearances, shall be compensated a minimum of three (3) hours at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay.

A callback begins from the time of the phone call for Detectives. Patrol employees do not begin callback time until they arrive at the station and begin patrol work.

Detectives who field off-duty phone calls may flex their time in the same workweek to account for time spent on the phone. This provision shall not apply to the on call Detective who fields off duty phone calls.

5.2.1 Court Cancellation - A member of the Patrol Division who is scheduled for a court appearance during the employee's regularly scheduled time off must contact the court or prosecutor 48 hours prior to the scheduled court appearance to verify that the employee is still required to appear in court.

- For Snohomish County Prosecuting Attorney's Office court appearances, unless the employee has made alternative communication arrangements with the involved prosecutor, the employee shall check the Snohomish County Prosecuting Attorney's Office web portal 48 hours prior to the scheduled court appearance. If alternative communication arrangements have been made with the involved prosecutor, the employee shall maintain communications with the involved prosecutor to ensure at least 48 hours cancellation notice occurs whenever reasonably practicable.
- For Mukilteo City Prosecutor court appearances, the employee shall

maintain communications with the involved prosecutor to ensure at least 48 hours cancellation notice occurs whenever reasonably practicable.

If the court appearance is still scheduled to occur, the member shall email the member's supervisor confirming the court appearance has not yet been cancelled. If the court appearance is cancelled with less than 48 hours' notice, the City will pay the member three (3) hours of overtime to compensate the employee for the inconvenience of the late cancellation.

- 5.3 Meal Allowance - Whenever an employee is required to work four (4) hours or more after the end or before the beginning of the employee's normal shift, or four (4) hours or more on a callback, the employee shall receive ten dollars (\$10.00) for the cost of a meal. Employees who have prescheduled shift changes are not entitled to a meal allowance.
- 5.4 Standby Duty – An off-duty employee who is notified that they are on Standby Duty shall receive a Standby Duty allowance of three (3) hours of overtime pay for every day of Standby Duty. If the employee is called into work, they shall be compensated as a normal callout for duty in accordance with Section 5.2. Only the Chief or Assistant Chief can notify employees that they are on Standby Duty. If the notice is cancelled more than forty-eight (48) hours prior to the report time, no standby pay shall be awarded.
- 5.5 On-Call – Employees who are assigned to work as Detectives are required to rotate serving on an on-call status. Detectives who are on-call and are called into work are required to respond and are limited in their personal activities. Given the inconvenience in serving on-call outside of regularly scheduled work hours, Detectives who are on-call shall be compensated at the rate of \$20 per day (\$140 per week) while they are serving in an on-call status. Detectives who are called back to work outside their regularly scheduled shift shall be entitled to call back pay as set forth in Article 5.2.
- 5.6 Overtime, call back, standby, and court appearance pay under this Article shall not be pyramidal.

ARTICLE VI WAGES

- 6.1 The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth within Appendix "A" which is attached hereto and made part of this Agreement. Employees shall participate in the City's direct deposit program for payroll purposes. There shall be no cost to the employees for utilization of this program.

ARTICLE VII PROBATION PERIOD, LAYOFF, RECALL AND JOB VACANCIES

- 7.1 Probation Period - A new employee shall be subject to a twelve (12) month probation period. The probation period for Entry candidates will end twelve (12) months after successful completion of the Washington State Criminal Justice

Training Academy. Probation for Exceptional Entry and Lateral candidates will commence upon their date of hire. Absences of two consecutive weeks or more during probation shall automatically extend the probationary period by the length of such absence(s). During the probation period the employee shall be subject to discharge at the sole discretion of the Employer. Discharge during the probation period shall not be subject to the Grievance Procedure. The Employer may not discharge or discipline for the purpose of discriminating against an employee because of lawful Guild activity.

7.2 Seniority - An employee's seniority shall be defined as that period from the employee's most recent first day of compensated work within the bargaining unit. For purposes of shift bidding, an employee's seniority shall be determined by their date of rank, except for corporals whose seniority shall be determined by their most recent date of assignment.

7.2.1 An employee's seniority shall be broken so that no prior period of employment shall be counted and seniority shall cease upon:

- Justifiable discharge
 - Voluntary quit
 - Layoff exceeding twenty-four (24) months
- Leave of absence exceeding twelve (12) months (See Art.10.4 Leave of absence)
- After twenty-four (24) months of absence due to occupational injury or illness as determined by the Department of Labor and Industries and verified by a doctor/physician's note
- After twelve (12) months of absence due to a non-occupational injury or illness

7.2.2 Upon request, the Employer shall provide the Guild with a seniority list showing the name of each employee within the bargaining unit, present classification, date of hire and present rate of pay.

7.2.3 The provisions of Article 7.2 shall be applied in recognition of compliance with the Americans with Disabilities Act and Washington State Law Against Discrimination.

7.3 Layoff - In the event of a layoff, the employee with the shortest length of continuous service in the job classification shall be laid off first. Such person designated for layoff may bump a less senior employee in a lower rank for which the laid off employee is qualified. The Employer shall provide an employee with two (2) weeks advance notification prior to layoff and an additional two (2) weeks of severance pay; provided however the Employer may, in its discretion, elect to provide pay for the entire four (4) week period in lieu of notice.

7.4 Recall - In the case of recall, those employees laid off last shall be recalled first. An employee on layoff must keep both the Employer and the Guild informed of the address and telephone number where they can be contacted.

- 7.4.1 When the Employer is unable to contact any employee who is on layoff for recall, the Guild shall be notified. If neither the Guild nor the Employer are able to contact the employee within seven (7) days from the time the Guild is notified, the Employer's obligation to recall the employee shall cease. The Employer shall have no obligation to recall an employee after the employee has been on continuous layoff for a period of two (2) years. Should an employee not return to work when recalled, the Employer shall have no further obligation to recall the employee.
- 7.5 Job Vacancy - When a job or assignment vacancy, or a post-bid vacancy on a squad or shift occurs within the bargaining unit, notice shall be emailed to all employees and be prominently posted for at least seven (7) days. Present employees who desire consideration for such openings shall notify the Employer in accordance with the directions in the posted notice, and shall be considered for such job or assignment based upon their seniority, qualifications and ability to perform the duties of the position. The Chief retains discretion as outlined in Section 4.1.1 to adjust assignments made under this Section.

ARTICLE VIII HOLIDAYS

- 8.1 Employees shall receive thirteen (13) paid holidays as set forth below:

New Year's Day	January 1 st
Martin Luther King, Jr.'s Birthday	3rd Monday of January
President's Day	3rd Monday of February
Memorial Day	Last Monday of May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	1st Monday of September
Veteran's Day	November 11 th
Thanksgiving Day	4th Thursday of November
Day After Thanksgiving Day	
Christmas Day	December 25 th
Two (2) Floating Holidays	After six (6) months of employment the date to be employee's choice with mutual agreement of Employer

- 8.2 For employees working a non-patrol schedule, when any of the afore-referenced holidays fall on the weekend, the employee shall receive another day off at a time mutually agreed between the employee and the Employer, subject to the three (3) day limit in section 8.4.
- 8.2.1 Officers assigned to the Patrol Division shall receive holiday pay in accordance with Section 8.3 below when they work on the day of the holiday, not on the day that the holiday is observed in Section 8.2 above.
- 8.3 An employee who is scheduled to work on a holiday shall receive, in addition to their regular day's pay, straight time for all hours worked during the holiday for a total of double time for all hours worked. An employee who is scheduled to work the holiday as an overtime shift shall receive, in addition to their regular days' pay, one and one-half (1-1/2) times their regular straight-time hourly rate of pay for all

hours worked during the holiday for a total of double time and a half. No employee shall be called to work on New Year's Day, Thanksgiving Day or Christmas Day for less than one-half (1/2) day's pay.

8.4 When employees do not work on the holiday because the holiday falls on the employee's scheduled day off, the employee shall receive either eight (8) hours pay at their regular straight-time hourly rate of pay or an additional day off at a time mutually agreed between the employee and the Employer but at no time may an employee carry a bank of more than three (3) holidays. Any employee carrying a bank of days off in excess of three (3) holidays shall be cashed out at the rate of eight (8) hours per day.

8.5 Floating holidays shall be paid for the number of hours the employee would normally work on the day the floating holiday is taken. Floating holidays do not carry over from one year to the next and are not cashed out.

8.6 Holiday pay under this Article shall not be pyramidal.

ARTICLE IX VACATIONS

9.1 Vacation with pay shall be provided for all regular employees according to the following schedule:

<u>YEARS OF CONTINUOUS EMPLOYMENT</u>	<u>VACATION HOURS ACCRUAL</u>	
	<u>ANNUALLY</u>	<u>MONTHLY</u>
1st through the 5th year	108 hours	9.00 hours
6th through the 10th year	128 hours	10.67 hours
11th through the 15th year	168 hours	14.00 hours
16th through the 20th year	192 hours	16.00 hours
21 years and longer	204 hours	17.00 hours

9.2 Accumulated vacation time shall not exceed two (2) years allowed vacation at the beginning of any calendar year; provided however, an employee may carry over more than two (2) years vacation accrual upon the approval of the Employer.

9.3 Vacation schedules will be posted on November 1st of each year for selection purposes and shall remain posted until December 1st. Vacations shall be selected in order of seniority and a seniority list shall be posted. However, any vacation not selected by December 1st shall be granted to employees in the order in which the Employer receives employee vacation requests.

9.4 There shall be no pay in lieu of earned vacation leave which has not been taken except in cases of separation.

9.5 An employee shall not be entitled to use any accrued vacation during the probation period unless approved by the Chief or designee.

ARTICLE X LEAVES

10.1 Sick Leave – Upon employment, employees will be credited with eighty (80) hours

of sick leave, which shall be considered "frontloaded." Beginning in the eleventh month of service, employees shall accumulate sick leave with pay at the rate of eight (8) hours per month of service. If an employee separates from employment in the first ten (10) months of employment and used sick leave that would not yet have been accrued, the employee shall reimburse the City for all unaccrued sick leave from their final paycheck.

- 10.1.1 Personal illness or physical incapacity, doctor and dental appointments, forced quarantine of employee in accordance with State or Community health regulations, and care of dependents as guaranteed by State or Federal law shall be approved grounds for sick leave. Sick leave may also be used for reasons authorized by City policy.
- 10.1.2 In the event an employee shall be entitled to benefits or payments under Long-Term Disability Insurance or State Worker's Compensation, the Employer shall pay only the difference between the benefits and payments received under such insurance or act by such employee and the regular rate of pay that the employee would have received from the Employer if able to work by drawing from the employee's accumulated sick leave, vacation or accrued compensatory time, less any required LEOFF supplement for worker's compensation.
- 10.1.4 An employee who maintains a balance of at least four hundred eighty (480) hours of sick leave shall be eligible to sell back sick leave accrued in the previous calendar year at the rate of one hour of cash for every three hours of sick leave accrued during such calendar year, to a maximum of thirty-two (32) hours of cash.
- 10.1.5 Upon honorable termination (e.g. voluntary quit, disability or service retirement) the employee shall receive the following sick leave cash-out benefit, to the maximum of 480 hours:
- | | |
|----------------------------|--------|
| Between two and five years | 33.33% |
| Between five and ten years | 66.67% |
| Over ten years | 100% |
- 10.2 Bereavement/Emergency Leave - In the event of a death in the employee's immediate family, an employee shall be granted three (3) days off with pay. If travel is required with the distance greater than one hundred eighty (180) miles (one way), an additional one (1) day paid off shall be allowed to attend the funeral. The term "immediate family" shall be defined as spouse and children, or step-children of the employee and/or mother, father, step-parents, sister, brother, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, domestic partner or other relatives living in the employee's household. Police Officers may have the option to use sick leave, vacation leave or leave without pay for absences longer than the bereavement leave.
- 10.2.1 An employee may be excused by the Chief or designee to attend funeral services of a deceased City employee without loss of pay.
- 10.3 Jury Leave - An employee who is required to serve on a jury, shall be allowed authorized leave with pay less any amount received for such service.

- 10.4 Leave of Absence - Employees may take up to twelve (12) months leave of absence without pay subject to prior approval by the Employer. An employee shall not accrue seniority or benefits during a leave of absence. If possible, a returning employee shall be assigned to the same or equivalent position which the employee occupied before the leave of absence. In the event that the same or equivalent position does not exist, the employee may bump a less senior employee in a lower rank for which the employee is qualified.
- 10.5 Transfer of Paid Leave Benefits — Employees may donate accrued paid leave on an hour-for-hour basis to an employee with a serious health condition of the employee or immediate family member and who has exhausted their paid leave benefits.
- 10.6 Family Medical Leave - Employees shall be eligible for family medical leave in accordance with Federal Law (FMLA) and state leave laws. Eligible employees are covered by Washington's Paid Family and Medical Leave Program (PFML), RCW 50A et seq. Eligibility for leave and benefits is established by Washington law and is therefore independent of this Agreement. Employees will pay through payroll deductions the maximum allowable charges for both family leave and medical leave premiums, as stated by RCW 50A.10.030 and updated annually by the Employment Security Department. The Employer shall pay any remaining portion as required by law.
- 10.7 Special duty (a/k/a Light Duty) tasks may be assigned by the City per this section and applicable State Statute.
- 10.7.1 The City shall not be obligated to provide special duty tasks if it determines such duty tasks are not available.
- 10.7.2 Special Duty assignment for an on duty injury shall require physician approval but shall not require employee approval.
- 10.7.3 The parties agree that special duty assignments are to be of a temporary nature, normally not exceeding ninety (90) calendar days.
- 10.7.4 Employees on special duty under this section shall receive the regular rate of pay for the employee's classification and benefits under the terms of this agreement.
- 10.7.5 Special duty assignment for any off duty injury shall require employer and physician approval.

ARTICLE XI HEALTH AND WELFARE

- 11.1 Medical Insurance –The Employer shall pay each month on behalf of each regular enrolled full time employee one hundred percent (100%) of the premium necessary for the purchase of employee and ninety percent (90%) of the premium necessary for the purchase of dependent coverage under the LEOFF Trust Plan F. The employee shall pay 10% of the premium necessary for the purchase of dependent

coverage by payroll deduction. In addition, the Employer shall pay each month on behalf of each regular enrolled employee those amounts necessary to provide dental coverage for such employee and their eligible dependents under LEOFF Trust Dental Plan 3.

11.1.1 Domestic Partners – Domestic partners shall receive the same level of benefits as dependents receive in section 11.1. Domestic partners shall be insured in accordance with Washington State Law.

11.1.2 If an employee chooses not to cover some/or all of their dependents (including spouse) under the medical plan, the City will reimburse the employee fifty percent (50%) of the premium savings providing the employee is able to provide proof their dependents have coverage.

Example: Dependent Coverage:

Spouse:	$\$555.93 \times 50\% = \277.97
First Dependent:	$\$259.41 \times 50\% = \129.71
Second Dependent:	$\$224.10 \times 50\% = \112.05

Such payment shall not be eligible to be considered in the calculation of the employee's final average compensation, nor will the payment be included in the regular rate of pay calculations performed by the Employer. Employees are not eligible for a reimbursement when their dependent is covered under a City medical plan.

11.2 The Guild will participate in the City of Mukilteo's Health Insurance Advisory Committee. If the Committee agrees to change benefits (dental and/or vision) the City and the Guild will bargain the impact.

11.3 Life Insurance - The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of a life insurance policy covering each employee while off duty, which shall provide for a beneficiary of such policy as designated by the employee in the event of the employee's death. The face value of the policy shall be equal to the employee's annual base salary.

11.4 457 Deferred Compensation Account – The employer shall increase the base pay of each employee by \$87.00 per month and deposit the same into an Employer-sponsored Deferred Compensation account of each member of the bargaining unit.

ARTICLE XII UNIFORMS AND EQUIPMENT

12.1 The Employer shall provide each employee the following clothing:

- One (1) baseball style cap
- One (1) lightweight jacket
- One (1) winter jacket
- One (1) necktie
- One (1) raincoat
- One (1) Class A uniform set
- Either one (1) jumpsuit with two (2) uniform sets (shirts and pants); or

- Three (3) uniform sets (shirts and pants)

12.1.1 The Employer shall replace worn out clothing as needed.

12.1.2 The Employer shall provide for the cleaning of uniform clothing on a reasonable frequency at a local establishment. Plain Clothes Officers will be attired in accordance with Police Department Policy regarding non-uniformed officers.

12.1.3 The Employer shall provide an annual clothing allowance of five hundred dollars (\$500.00) to each employee assigned to plain clothes duty. Employees who are assigned to plain clothes duty after the first of the year shall be provided a prorated annual clothing allowance based on day of assignment.

Employees assigned to plain clothes duty shall dress in accordance with Department policy.

12.2 In addition to the clothing set forth within Section 12.1, the Employer shall provide each officer with the following equipment:

Footwear one (1) pair uniform boots or shoes up to \$250 plus tax (if costlier boots are requested, the Employer shall reimburse up to \$250 plus tax)

Pistol (duty) and holster and 3 magazines

Taser with DPM and holster

Body armor

Cartridge case with speed loaders or magazines and clip pouch

Collapsible baton and holder

Oleoresin capicum chemical agent and holder

Handcuffs (2 pairs)/with cases

Belt

Helmet with face shield when required

Key holder

Flat badge with identification wallet

Patrol gloves (maximum of two pair per year)

Flashlights (compact rechargeable)

Practice Ammunition - Employees will be allotted up to 100 rounds of ammunition per month.

12.3 Employees shall be held accountable for all clothing or devices assigned to the employee by the Employer. Loss or destruction of Employer assigned items shall be replaced by the Employer when said loss was incurred as a direct result of the performance of the employee while on the job. Items assigned to an employee which are lost or mutilated as a direct result of the employee's negligence shall be replaced by the employee.

12.4 All uniforms and equipment issued by the Employer to each employee shall remain the property of the Employer.

- 12.5 The Employer shall reimburse employees for the repair or replacement of personal property damaged in the performance of their duties, less any L&I reimbursement provided to the employee as part of a work-related injury. Such items as eyeglasses, hearing aids, dentures, watches, personal equipment or articles of clothing shall be repaired or replaced when the damage is caused by circumstances which arise out of employment and not from ordinary wear and tear. Employees must request in writing replacement of personal property within seven (7) days of loss or destruction otherwise the Employer shall not replace said item.
- 12.6 Rifles may be equipped with aftermarket optical sights of a type and manufacturer approved by the department range master but only after the operator has demonstrated both proficiency and accuracy with the device attached. Approval and qualification will be documented on the officer's qualification record pursuant to the qualification schedule currently in effect. If the device is altered, removed (other than for routine cleaning) or adjusted, re-approval will be obtained from the range master prior to patrol use. Officers desiring to purchase their own devices do so with the understanding they will not be reimbursed by the City if the device is damaged or lost on duty. However the device shall remain the property of the purchaser.

ARTICLE XIII MISCELLANEOUS

- 13.1 Mileage - The Employer shall reimburse employees who are required to use their private vehicles for approved Employer business at a rate equivalent to that rate established by the State of Washington for the reimbursement of State of Washington employees who use their private vehicles for state business purposes.
- 13.2 Meal Reimbursement – Whenever an employee attends an employer approved seminar, conference or training meeting that is not at the employee's home or at a City facility that takes place during a meal period as defined in City Policy, the employee shall be reimbursed for the cost of a meal at the current federal per diem rates unless a meal is provided. Employees attending the Basic Law Enforcement Academy or the Equivalency Academy shall be provided a meal card.
- 13.2.1 Tuition Reimbursement - Upon satisfactory completion ((C) grade or higher or pass in a pass/fail grading system) of each class in an Employer approved field of study, the Employer shall reimburse the employee the cost of tuition for that term; provided however, such reimbursement shall not exceed the prevailing rate for undergraduate tuition established by the University of Washington. The tuition reimbursement will be limited to AA/BA/BS degree coursework (i.e. no graduate work). (With the understanding if there are available funds.)
- 13.2.2 Employer approved fields of study shall be recognized as:
- | | |
|---|---------------------------|
| - Police Administration | - Law |
| - Political Science | - Business Administration |
| - Sociology | - Education |
| - Psychology | - Criminology |
| - Law and Justice | - Computer Science |
| - Other as maybe approved by the Employer | |

- 13.2.3 Any tuition reimbursement paid out to officers and sergeants shall be paid back to the City (pro-rated at the rate of one month for each 24 months) if the employee leaves the City within two years.
- 13.2.4 An employee hired after September 26, 1996, who terminates his employment to go to work as a Police Officer with another Police Department in the Puget Sound area within two (2) years of completing the Police Academy may be required to reimburse the Employer a pro-rata share of the cost of the Academy.
- 13.2.5 The Employer shall pay the costs of any classes necessary to obtain or maintain required certifications.
- 13.2.6 The Employer shall provide adequate training for all duties that employees are required to perform.
- 13.3 Training Pay - Attendance at non-mandatory training requested by the employee and approved by the Employer, shall be paid at the straight-time rate of pay for hours actually worked.
- 13.3.1 Mandatory training outside the employee's regular schedule shall be paid at an overtime rate). Every effort will be made to schedule training at least thirty (30) or more days in advance. Scheduled training, which is posted thirty (30) or more days before it occurs shall be considered the employee's assigned shift for that day and paid at straight time. In the rare event that the scheduling of Mandatory training is beyond the control of the Department, such as a natural disaster or state of emergency, an employee's schedule may be changed with ten (10) days' notice, provided the Department made every effort to provide as much notice as possible. If such scheduled training is cancelled within thirty (30) days of occurring and no other training is substituted, the employee has the option, with the approval of affected supervisors, of either working the scheduled training hours for that day or moving back to their regular shift. The Criminal Justice Training Academy Equivalency Academy (for laterals) and Basic Law Enforcement Academy (for entry level) are exempt from the 30-day requirement.
- 13.3.2: Employees who attend training that requires overnight accommodations shall be compensated in trade time for all travel and lodging time associated with the training up to the maximum hours in an employee's regularly scheduled workday; provided that they are traveling during a regularly scheduled work day, or if on a day off, the training was approved by the Employer.
- 13.3.3 Nothing herein shall be interpreted to prohibit the use of a non-competition agreement with an employee requesting specialized training of unusual length and cost which enhances the employee's promotional opportunities inside or outside the Police Department.
- 13.3.4 When training is eight (8) hours or more on an employee's regular workday, the employee shall not be required to return to work. When training is less than eight (8) hours on an employee's regular workday, an employee shall be required to either return to work or, with supervisor approval, may use accrued leave to cover the remainder of their regular shift.

- 13.3.5 Travel Compensation – Employees will be considered “working” and “on-duty” when they depart from the station and travel to the training location. Travel time will be compensated as trade time for all hours of travel. For extended courses of forty (40) hours or more, an employee will be compensated in trade time for any hours exceeding a forty (40) hour work week, or an eighty (80) hour two-week work period. Employees who are travelling from their personal residence to training, and who are entitled to travel time, shall be compensated for the equivalent time to travel from the station to the training location. New recruits attending the Basic Law Enforcement Academy shall not be compensated for their travel time.

Trade time under this provision shall be taken as straight time off (i.e. flex time) and shall not be banked as compensatory time.

- 13.4 Higher Classification - In the event an employee is assigned to work in a higher classification (other than Patrol Sergeant) than that to which they are regularly assigned for a period of two (2) consecutive days or more, they shall be paid at the higher rate of pay designated for the higher classification. Officers assigned to serve as Patrol Sergeant shall receive the higher rate of pay for that classification for all hours worked when assigned for two (2) hours or more. Corporals assigned to serve as Patrol Sergeant shall receive the higher rate of pay for that classification for all hours worked when assigned for more than twenty-one (21) consecutive calendar days, retroactive to include the first twenty-one (21) consecutive calendar days. If a Corporal receives the first step Sergeant's pay, they will not receive premium pay. Such employee shall be presumed working in a higher classification if assigned at least sixty percent (60%) of the duties and responsibilities of the higher classification.

- 13.5 Legal Representation - The Employer shall take such steps as are necessary to provide legal representation as may be reasonably necessary to defend a claim or law suit filed against an employee, including coroner's inquest, resulting from any conduct, act or omission of such employee performed or omitted on behalf of the City of Mukilteo in the employee's capacity as an employee of the City of Mukilteo, which act or omission is within the scope of their employment and was performed in good faith.

- 13.6 Safety Standards — All work shall be done in a competent and safe manner, and in accordance with the State of Washington Safety Codes. Where higher standards are specified by the Employer than called for as minimum by state codes, Employer standards shall prevail. Employees shall not be subject to discipline for reporting safety violations to management.

- 13.7 Personnel File — The Employer shall insure an official personnel file is maintained for each employee. Without specific permission of the City Administrator or designee, personnel records may only be available to the employee and the employee's department head. No portion of any personnel file may be duplicated by any non-supervisory person without the written consent of the employee or as required by law. An employee may place any pertinent information in their personnel file with the approval of the City Administrator or designee. Copies of their personnel file or any portion thereof may be obtained by an employee upon request to the City Administrator or designee. An employee may inspect their personnel file at any reasonable time upon request to the City Administrator or

designee. Department heads or supervisors may not maintain personnel files separate from those on file with the City Administrator or designee.

ARTICLE XIV DISCIPLINE

- 14.1 The Employer shall not discipline an employee who has completed the probation period without just cause. An employee under investigation may have a Guild representative and, with notice to the Employer, the Guild's legal representative, present at all investigatory interviews with the Employer during administrative/internal investigations. Disciplinary action or measures may include oral reprimand, written reprimand, demotion, suspension or discharge. Disciplinary action shall be taken within sixty (60) calendar days of the Chief's or Commander's knowledge of the incident which is the basis for the disciplinary action. The Chief or designee may request a mutually-agreed upon extension and a reasonable request may not be denied.
- 14.1.1 After an investigation is completed, the employee and the Guild shall be advised of the results of the investigation, any further action to be taken on the incident, and, in cases where discipline is contemplated, the employee's right to a pre-disciplinary hearing prior to the imposition of final discipline.
- 14.1.2 Within a reasonable period after the conclusion of the investigation, and no later than three (3) days prior to a pre-disciplinary hearing, the Employer shall provide the employee and the Guild with an electronic copy of the internal investigation . The Guild may request to extend the date of the pre-disciplinary hearing and a reasonable request will not be denied.
- 14.2 Disciplinary action notices for oral or written reprimands shall not be considered for progressive discipline purposes after three (3) years of subsequent service excluding breaks in service such as disability or other extended leaves of absence, provided there have been no additional disciplinary actions in the interim.
- 14.2.1 Disciplinary actions shall remain in the employee's personnel file except as provided in Section 14.2 and given appropriate weight in subsequent personnel actions, which are appealable through the grievance procedure. The weight given by an arbitrator hearing an appeal shall take into consideration the severity of the incident(s) and whether there are any recurring incidents of a similar nature - including the length of time since the last incident.

ARTICLE XV GRIEVANCE PROCEDURE

- 15.1 All matters pertaining to the proper application and interpretation of any and all of the provisions of this Agreement shall be adjusted by utilizing the following procedure:
- 15.1.1 STEP 1 - The Guild and/or employee shall promptly attempt to resolve the grievance informally with the Police Chief. If the matter is not resolved informally the Guild may refer the grievance in writing to the City Administrator within thirty (30) calendar days of its occurrence or the date the employee should have reasonably known its occurrence. The written grievance shall include a statement of the facts of the matter, the Article of the Agreement allegedly violated, and

the remedy sought. The City Administrator shall notify the employee and the Guild within fifteen twenty-one (21) calendar days of the decision on the matter.

- 15.1.2 STEP 2 - If the grievance is not settled in STEP 1, the Guild may refer the grievance to arbitration within thirty (30) calendar days of receipt of the City Administrator's notification of the employee and the Guild in Step 1 above. For a disciplinary grievance as defined by RCW 41.58.070, the arbitrator shall be assigned by PERC in accordance with state law. For other grievances, the parties will attempt to select a mutually agreeable arbitrator. If the Employer and the Guild cannot mutually agree to a neutral arbitrator, the parties shall jointly request a list of nine (9) names of qualified arbitrators from the Public Employment Relations Commission. The Guild and the Employer shall alternately strike names from the list until only one (1) name remains, which shall serve as the neutral arbitrator. The right to strike first shall be determined by the flip of a coin. The arbitrator shall hold a hearing and issue a decision which shall be final and binding on both parties; provided however, the arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change or modify the terms of this Agreement, and the arbitrator's power shall be limited to interpretation and application of the express terms of this Agreement.
- 15.1.2.1 Unless otherwise agreed by the parties, challenges to the procedural arbitrability of a grievance shall be resolved in a proceeding separate from and prior to arbitration on the merits of the grievance. Within fourteen (14) calendar days following receipt of an arbitrator's decision ruling that a challenged grievance is subject to arbitration, the parties will begin the process described in Step 2 to select an arbitrator to rule on the merits of the grievance.
- 15.2 Each party shall bear the cost of presenting its own case including witness and attorney's fees. The expense of the arbitrator shall be shared equally by the Employer and the Guild.
- 15.3 Time limits may be waived by mutual written agreement of the parties.
- 15.4 Grievance claims involving the retroactive compensation shall be limited to thirty (30) days prior to the written submission of the grievance.
- 15.5 The provisions of this grievance procedure shall be the exclusive remedy of the Guild with regard to issues relating to discipline for just cause or other matters relating to the operations of the Department as provided elsewhere by this Agreement. The Guild shall not appeal any action to nor initiate a request for investigation before the City of Mukilteo Civil Service Commission. No employee shall maintain both a grievance and an appeal to the Civil Service Commission; provided however, that an employee shall have ten (10) calendar days following a decision of the Guild not to pursue a grievance on the employee's behalf to initiate an appeal regarding any matter within the jurisdiction of the Mukilteo Civil Service Commission.

ARTICLE XVI

MANAGEMENT RIGHTS

- 16.1 All management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the Employer. It is expressly recognized that such rights, powers, authority and functions include, but are by no means whatever limited to the full and exclusive control, management and operation of its business and its activities, business to be transacted, functions to be performed and methods pertaining thereto; the location of its offices, places of business and equipment to be utilized, and the layout thereof; the right to establish or change shift schedules of work, evaluations and standards of performance; the right to establish, change, combine or eliminate jobs, positions, job classifications and descriptions; the right to establish compensation for new or changed jobs or positions; the right to establish new or change existing procedures, methods, processes, facilities, machinery and equipment or make technological changes; the right to maintain order and efficiency; the right to contract or subcontract any work; the right to designate the work and functions to be performed by the Employer and the places where it is to be performed; the determination of the number, size and location of its offices and other places of business or any part hereof; the right to make and enforce safety and security rules and rules of conduct; the determination of the number of employees and the direction of the employees, including but by no means whatever limited to, hiring, selecting and training of new employees, and suspending or discharging for just cause, scheduling, assigning, laying off, recalling, promoting, retiring, demoting and transferring of its employees, except to the extent that Civil Service Law is controlling. In the event of conflict between the provisions of this Agreement and the ordinance and rules regarding the City of Mukilteo Civil Service Commission and RCW Chapter 41.12, the provisions of this Agreement shall control.
- 16.2 The Employer and the Guild agree that the above statement of management rights shall be for illustrative purposes only and is not to be construed or interpreted so as to exclude those prerogatives not mentioned which are inherent to management, including those prerogatives granted by law. It is the intention of the Employer and the Guild that the rights, powers, authority and functions of management shall remain exclusively vested in the Employer except insofar as expressly and specifically surrendered or limited by the express provisions of this Agreement. The exercise of these rights shall not be subject to the grievance procedure of this Agreement.

ARTICLE XVII

NO STRIKES OR LOCKOUTS

- 17.1 The Employer and the Guild recognize that the public interest requires the efficient and uninterrupted performance of all the Employer's services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement the Guild shall not cause or condone any work stoppage, strike, slowdown or other interference with Employer functions by employees under this Agreement, and should same occur, the Guild shall take all steps to end such interference. Employees who engage in any of the afore-referenced actions may be subject to disciplinary action up to and including discharge. The Employer shall not lockout any employee during the life of this Agreement. Any claim by the Employer that the Guild has violated this Article shall not be subject to the grievance procedure

of this Agreement and the Employer shall have the right to submit such claim to the courts.

ARTICLE XVIII SEPARABILITY AND SAVINGS

- 18.1 Should any provision of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement as it relates to persons or circumstances other than those to which it has been held invalid shall not be affected thereby. In the event that any provision of this Agreement is held invalid or enforcement of or compliance with has been restrained, as hereinbefore set forth, the Employer and the Guild shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such provision during the period of invalidity or restraint.

ARTICLE XIX WAIVER AND COMPLETE AGREEMENT

- 19.1 The parties acknowledge that during the negotiation resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subject or matter not removed by law from the area of bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The Guild and the Employer each voluntarily and unqualifiedly waive the right and each agrees the other shall not be obligated to bargain collectively with respect to any subject or matter negotiated into the Agreement or dropped during the course of negotiations. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all inclusive. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term subject only to a desire by both parties to mutually agree to amend or supplement at any time period.

ARTICLE XX DURATION

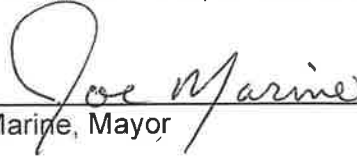
- 20.1 This Agreement shall be effective January 01, 2023 and shall remain in full force and effect through December 31, 2025.

MUKILTEO POLICE GUILD



Colt Davis, President

CITY OF MUKILTEO, WASHINGTON



Joe Marine, Mayor

Date 10/2/2023

Date 10/3/23

APPENDIX "A"
to the
AGREEMENT
by and between
CITY OF MUKILTEO, WASHINGTON
and
MUKILTEO POLICE GUILD (Representing the Law Enforcement Officers)

January 01, 2023 through December 31, 2025

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF MUKILTEO, WASHINGTON, hereinafter referred to as the Employer, and the MUKITEO POLICE GUILD, hereinafter referred to as the Guild.

A.1

Effective January 1, 2023, the classifications of work and the monthly rates of pay for each classification covered by the Agreement shall be as follows, which represents an increase of seven percent (7%):

CLASSIFICATION	MONTHLY RATES OF PAY				
	Step A	Step B	Step C	Step D	Step E
	0-12m	13-24m	25-36m	37-48m	49m+
Police Officer	\$6,438.37	\$6,848.04	\$7,327.29	\$7,815.78	\$8,313.58
Sergeant				\$9,322.62	\$9,816.23

Pursuant to Article 11.4, the base rates of pay identified in the chart above are increased by \$87 per month for deferred compensation, and the increased rate is used for calculating overtime.

Effective July 1, 2023, the classifications of work and the monthly rates of pay for each classification covered by the Agreement shall be as follows, which represents an increase of one percent (1%):

CLASSIFICATION	MONTHLY RATES OF PAY				
	Step A	Step B	Step C	Step D	Step E
	0-12m	13-24m	25-36m	37-48m	49m+
Police Officer	\$6,502.75	\$6,916.52	\$7,400.56	\$7,893.94	\$8,396.72
Sergeant				\$9,415.85	\$9,914.39

Pursuant to Article 11.4, the base rates of pay identified in the chart above are

increased by \$87 per month for deferred compensation, and the increased rate is used for calculating overtime.

A.2

Effective January 1, 2024, the classifications of work and the monthly rates of pay for each classification covered by the Agreement shall be as follows, which represents an increase of four percent and one-half (4.5%):

CLASSIFICATION	MONTHLY RATES OF PAY				
	Step A	Step B	Step C	Step D	Step E
	0-12m	13-24m	25-36m	37-48m	49m+
Police Officer	\$6,795.37	\$7,227.76	\$7,733.59	\$8,249.17	\$8,774.57
Sergeant				\$9,839.56	\$10,360.54

Pursuant to Article 11.4, the base rates of pay identified in the chart above are increased by \$87 per month for deferred compensation, and the increased rate is used for calculating overtime.

A.3

Effective January 1, 2025, the classifications of work and the monthly rates of pay for each classification covered by the Agreement shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bellevue Area Consumer Price Index (CPI-U) annual change from June 2023 to June 2024 with a minimum of three percent (3%) and a maximum of five percent (5%).

Pursuant to Article 11.4, the base rates of pay incorporating the 2025 wage increase will be increased by \$87 per month for deferred compensation, and the increased rate is used for calculating overtime.

A.4 Step Advancement Effective Dates – Based upon satisfactory performance, employees shall advance from one STEP to the next on their anniversary date.

A.5 Step Advancement – STEPS A to B, B to C, C to D, and D to E shall be recognized

as performance STEP increases based upon the successful completion of service in each respective performance STEP and a satisfactory performance evaluation. The Employer shall strive to issue a written notification of unsatisfactory performance to the employee at the earliest possible date in order to provide adequate opportunity for said employee to correct their performance prior to their anniversary date thereby meriting the STEP increase.

A.6 Premium Pay – Employees assigned the duty of Corporal, Community Service Sergeant, Traffic Officer, SWAT, Training Officer, Detective, School Resource Officer (SRO), and/or Crime Prevention Officer shall receive a premium of five percent (5%) above their monthly rate of pay for all hours compensated during the period of assignment. This duty assignment shall be not less than two (2) calendar days. Field Training Officers (FTO) shall receive a premium of five percent (5%) above their monthly rate of pay for all hours worked performing FTO duties. The maximum premium pay an employee may receive shall be seven percent (7%), notwithstanding multiple duty assignments.

A.7 Extra Duty Pay – Extra Duty work shall be defined as law enforcement related services requested by an outside agency, commercial establishment or non-profit organization which occurs outside the employee's regular duty time. Examples of Extra Duty work include traffic control, crowd control and security. Such Extra Duty work shall be scheduled by the Employer amongst those qualified employees who have indicated their availability for such work. Employees shall be paid for Extra Duty work at their overtime rate of pay.

A.8 Education Pay – An employee who has earned a degree in a field of study identified in Section 13.2.2 shall receive additional compensation as follows:

AA Degree (or equivalent credit hours)	2% of monthly salary
BA/BS Degree	4% of monthly salary

A.9 Retention Awards:

Retention Award #1 – Two Percent (2%)

1. Five (5) years of continuous service
2. Washington State Criminal Justice Commission class (Exclusive of Basic Academy) at least one hundred fifty (150) hours.
3. A performance rate of "satisfactory performance" on the yearly evaluation.

Retention Award #2 – Four Percent (4%)

1. Ten (10) years of continuous service
2. Washington State Criminal Justice Commission class (Exclusive of Basic Academy) at least three hundred (300) hours.
3. A performance rate of "satisfactory performance" on the yearly evaluation.

Retention Award #3 – Six Percent (6%)

1. Fifteen (15) years of continuous service
2. Washington State Criminal Justice Commission class (Exclusive of Basic Academy) at least four hundred fifty (450) hours.
3. A performance rate of "satisfactory performance" on the yearly evaluation.

Retention Award #4 – Eight Percent (8%)

1. Twenty (20) years of continuous service
2. Washington State Criminal Justice Commission class (Exclusive of Basic Academy) at least six hundred (600) hours.
3. A performance rate of "satisfactory performance" on the yearly evaluation.

A.10 Education and Retention Pay Incentives

Employees are eligible for the combination of education and Retention pay incentives.

Education:

Completion of AA Degree (or equivalent credit hours)	2% of monthly salary
Completion of BA/BS Degree	4% of monthly salary

Retention:

Completion of year 5 of employment:	2% of monthly salary
Completion of year 10 of employment:	4% of monthly salary
Completion of year 15 of employment:	6% of monthly salary
Completion of year 20 of employment:	8% of monthly salary

A.11 Bilingual Premium – The City recognizes the benefits of having members who are bilingual to serve as interpreters when necessary. Guild members shall be paid an additional one percent (1.0%) of monthly salary when language skills, for a language approved by the Chief, have been confirmed by an agreed upon language specialist or such other method as agreed upon by the City and the Guild.

A.12 Physical Exercise on Duty - To encourage employees of the Department to be in good physical fitness, employees may be allowed up to three (3) hours per work week to exercise on duty at any City of Mukilteo workout facility. Employees must receive approval to exercise from their supervisor. When considering a request by an employee to exercise on duty, the supervisor shall take into account the level of staffing, workload, location and type of exercise, ability to respond to a call if needed, and any other condition that might affect the delivery of police services.

A.13 Any officer who refers an experienced candidate that is hired by the City shall

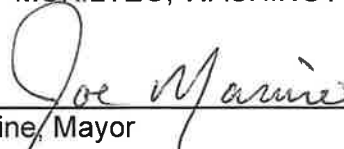
receive one thousand dollars (\$1,000) as a referral bonus when the referred employee successfully completes probation.

MUKILTEO POLICE GUILD

CITY OF MUKILTEO, WASHINGTON



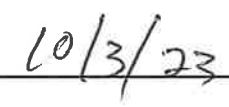
Colt Davis, President



Joe Marine, Mayor



Date



Date