

## AGENDA

DES MOINES CITY COUNCIL  
REGULAR MEETING  
City Council Chambers  
21630 11<sup>th</sup> Avenue S, Des Moines, Washington

April 28, 2016 – 7:00 p.m.

### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### ROLL CALL

### CORRESPONDENCE

### COMMENTS FROM THE PUBLIC

### EXECUTIVE SESSION

### BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

### PRESIDING OFFICER'S REPORT

Item 1: PACIFIC MIDDLE SCHOOL FUTURE CITIES PRESENTATION

### ADMINISTRATION REPORT

Page 1 Item 1: MONTHLY FINANCIAL REPORT

Item 2: SOUND TRANSIT – ST3 BRIEFING

Item 3: KING COUNTY METRO TRANSIT BRIEFING

Item 4: RECOLOGY ANNUAL REPORT

Item 5: CITY MANAGER TRANSITION PLAN

### CONSENT AGENDA

Page 13 Item 1: APPROVAL OF MINUTES

Motion is to approve the minutes from the March 10<sup>th</sup> and March 31, 2016 regular City Council meetings and the minutes from the March 31, 2016 City Council Executive Session.

Page 27 Item 2: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfer through April 20, 2016 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#146510-146655	\$ 941,537.24
Electronic Wire Transfers	#692-699	\$ 152,342.57
Payroll Checks	#18782-18787	\$ 5,170.73
Payroll Direct Deposit	#160001-160153	\$ 276,746.90
Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers:		\$1,375,797.44

- Page 29 Item 3: WASHINGTON STATE FUTURE CITY REGIONAL COMPETITION  
Motion is to approve the Proclamation recognizing the achievements of the Pacific Middle School students in the Washington State Future City Regional Competition.
- Page 33 Item 4: SOUTH SOUND BOATING SEASON OPENING DAY  
Motion is to approve the Proclamation recognizing the official opening of the South Sound Yachting and Boating season May 14, 2016.
- Page 37 Item 5: AMERICAN ASSOCIATION OF COMMUNITY COLLEGES AWARD OF EXCELLENT PROCLAMATION FOR HIGHLINE COLLEGE  
Motion is to approve the Proclamation congratulating Highline College on receiving the 2016 American Association of Community Colleges Award.
- Page 41 Item 6: COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF DES MOINES AND THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS DISTRICT LODGE 160 REPRESENTING THE COURT CLERKS  
Motion is to approve the negotiated Collective Bargaining Agreement between the City and the International Association of Machinists and Aerospace Workers Representing the Court Clerks, substantially in the form as submitted, and to authorize its execution by the City Manager.
- Page 67 Item 7: LABOR AGREEMENT BETWEEN THE CITY OF DES MOINES AND THE DES MOINES POLICE MANAGEMENT ASSOCIATION  
Motion is to approve the negotiated Labor Agreement between the City and the Des Moines Police Management Association, substantially in the form as submitted, and to authorize its execution by the City Manager.
- Page 155 Item 8: LETTER OF AGREEMENT BETWEEN THE CITY OF DES MOINES AND KING COUNTY FIRE PROTECTION DISTRICT 39 (dba SOUTH KING FIRE AND RESCUE) TO SHARE A FIRE RESCUE BOAT  
Motion is to approve the Letter of Agreement with King County Fire Protection District 39 (dba South King Fire and Rescue) and to ratify and confirm the City Manager signing the letter to meet the Port Security Grant application deadline of April 25, 2016.

#### NEW BUSINESS

- Page 159 Item 1: DRAFT ORDINANCE NO. 16-048; CITIZENS ADVISORY COUNCIL  
Staff Presentation: City Manager Tony Piasecki

#### NEXT MEETING DATE

May 12, 2016 Regular City Council Meeting

#### ADJOURNMENT

# AGENDA ITEM

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Monthly Financial Report  
  
ATTACHMENTS:  
1. City Council Monthly Financial Report

FOR AGENDA OF: April 22, 2016  
  
DEPT. OF ORIGIN: Finance  
  
DATE SUBMITTED: April 8, 2016

CLEARANCES:  
 Legal N/A  
 Finance *dm*  
 Marina N/A  
 Economic Development N/A  
 Parks, Recreation & Senior Services N/A  
 Planning, Building & Public Works N/A  
 Police N/A  
 Courts N/A

APPROVED BY CITY MANAGER  
FOR SUBMITTAL *[Signature]*

**Purpose and Recommendation**

The purpose of this agenda item is to provide an update on the city wide financial condition year to date through March 31, 2016.

**Background**

City Council has asked the Finance Department to provide a monthly update on the financial condition of the city. Attachment 1 provides the requested information.

**Financial Impact**

None.

**Recommendation or Conclusion**

None.

## CITY COUNCIL MONTHLY FINANCIAL REPORT

MARCH 2016

## GENERAL FUND MONTHLY REPORT

## REVENUES &amp; EXPENDITURES

## MARCH

	2016 Budget <u>Annual</u>	2016 Actual <u>Year to Date</u>	%	2015 Actual <u>Annual</u>	2015 Actual <u>Year to Date</u>	%
<b>REVENUES</b>						
310 Taxes	12,514,977	2,330,035	18.6%	11,732,376	2,062,923	17.6%
320 Licenses & Permits	2,597,670	739,383	28.5%	2,048,118	437,266	21.3%
330 Intergovernmental	642,875	166,676	25.9%	680,664	144,358	21.2%
340 Charges Goods/Services	3,308,986	832,462	25.2%	2,938,642	668,203	22.7%
350 Fines & Foreitures	221,350	48,557	21.9%	237,702	61,793	26.0%
360 Misc Revenues	481,800	108,888	22.6%	369,181	78,825	21.4%
380 Other Financing Sources	-	-	-	24,570	1,953	7.9%
<b>TOTAL</b>	<b>19,767,658</b>	<b>4,226,001</b>	<b>21.4%</b>	<b>18,031,253</b>	<b>3,455,321</b>	<b>19.2%</b>
<b>EXPENDITURES</b>						
021 City Council	80,227	21,583	26.9%	65,728	15,903	24.2%
022 Muni Court	893,013	234,495	26.3%	954,950	235,740	24.7%
023 City Manager	1,553,576	364,627	23.5%	1,490,849	366,738	24.6%
024 Financial & Tech Services	1,638,355	365,892	22.3%	1,397,379	349,980	25.0%
026 Legal	590,111	144,293	24.5%	578,925	147,832	25.5%
030 Police	8,556,161	1,910,793	22.3%	7,578,932	1,839,074	24.3%
040 Plan, Bldg & PW Admin	3,578,116	873,505	24.4%	3,350,194	809,574	24.2%
045 Recr, Sr. Serv & Rentals	1,920,881	457,343	23.8%	1,903,281	451,976	23.7%
050 NonDepartmental	133,872	67,023	50.1%	121,877	71,973	
597 Transfers Out	286,440	3,740	1.3%	-	-	
<b>TOTAL</b>	<b>19,230,752</b>	<b>4,443,294</b>	<b>23.1%</b>	<b>17,442,115</b>	<b>4,288,790</b>	<b>24.6%</b>
<b>REVENUES MORE THAN OR (LESS THAN) EXPENDITURES</b>						
	<b>536,906</b>	<b>(217,293)</b>		<b>589,138</b>	<b>(833,469)</b>	

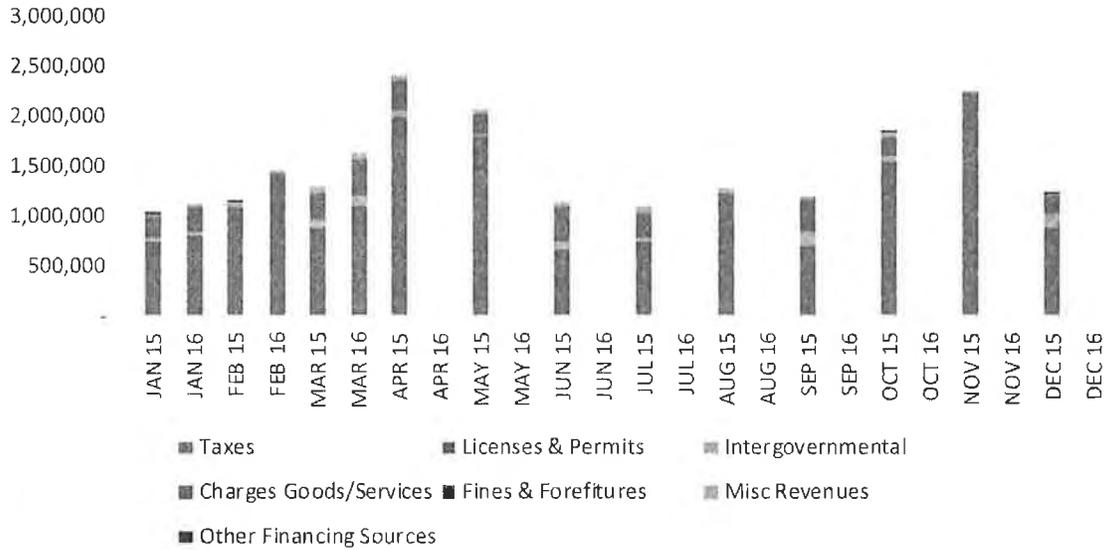
March is 3 months of 12 25.0%

Looking at 2015 % to date provides an indication of "normal" seasonality of revenues and expenditures. Information can be skewed by One-Time Revenues for either year. Looking at 3 months of 12 (25%) gives a bench mark if activity occurred evenly throughout the year.

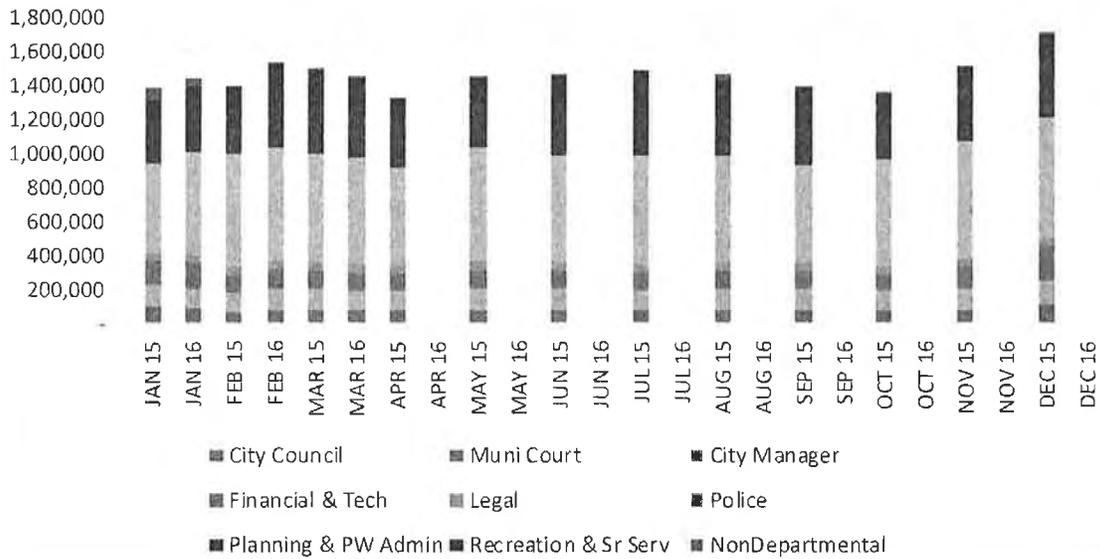
- The above revenues include both ON-GOING and ONE-TIME revenues. See graphs below for monthly tax revenue information.
- Intergovernmental revenues generally come from the state quarterly (but not all in the same months). E.g. liquor tax sharing, city assistance, marijuana tax sharing, etc. So low % is expected.
- Misc. Revenues includes facility rentals, interest, etc.
- City Council Expenditures reflect more meetings earlier in the year than in 2015.
- NonDepartmental includes annual pay-outs for organizations (AWC, Pollution Control, etc.)

- Police may need a supplemental budget as the Original Budget assumed Police gave up their Holiday Pay as part of furlough. This didn't happen so \$80K budget adjustment is likely.

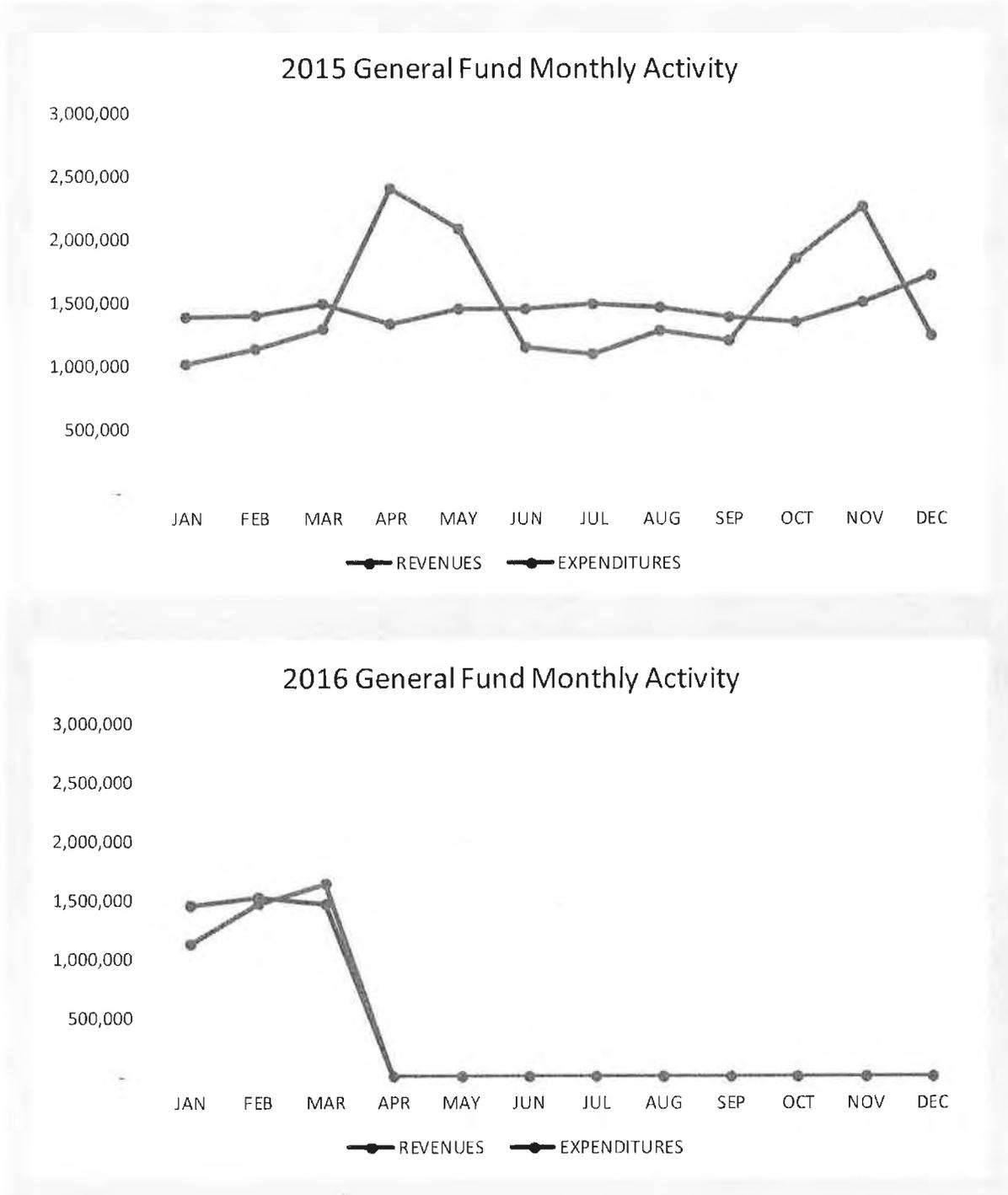
General Fund Revenues by Month



General Fund Expenditures by Month



- The above graphs INCLUDE both ON-GOING and ONE-TIME revenues and expenditures.

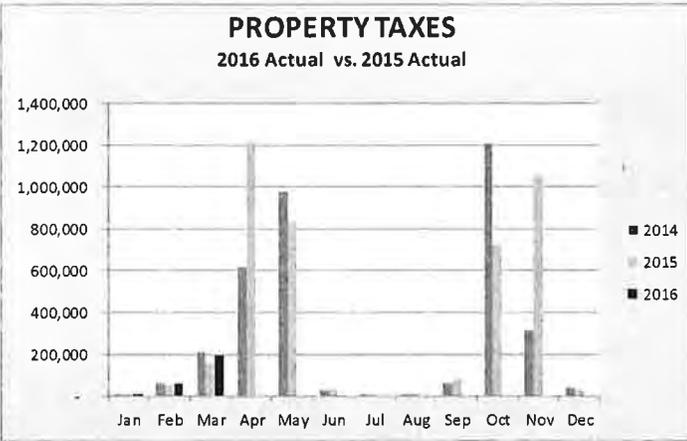


- March 2016 revenues slightly exceed expenditures. This is an improvement over prior year. March 2016 revenues higher than normal due to permit revenues. Some of the larger permits were from Adrianna (\$139K) and Pannatoni (\$39K). Also as Technology Services was moved to the General Fund (from separate internal service fund) then General Fund now has internal service revenue from other funds each month.
- March 2016's expenditures were \$1,464,085 which is \$35,945 less than March 2015.

2016 YTD Compared to 2015 YTD: **41,457 18.6%**

	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>% Mo Chg</u>
Jan	9,718	7,766	11,423	25.1%
Feb	62,078	55,462	57,840	11.9%
<b>Mar</b>	<b>192,691</b>	<b>159,802</b>	<b>215,499</b>	<b>20.6%</b>
Apr		1,214,531	615,905	
May		834,623	981,322	
Jun		34,134	26,089	
Jul		12,380	12,065	
Aug		15,762	7,950	
Sep		76,908	60,275	
Oct		723,002	1,207,885	
Nov		1,054,756	316,753	
Dec		29,206	40,485	
<b>Totals</b>	<b>264,487</b>	<b>4,218,332</b>	<b>3,553,491</b>	

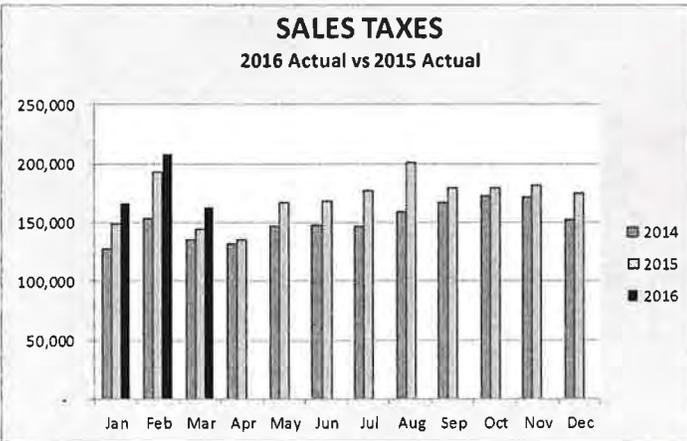
2016 YTD Compared to Annual Budget: **4,573,630 5.8%**



2016 YTD Compared to 2015 YTD: **50,867 10.5%**

	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>% Mo Chg</u>
Jan	166,482	148,542	126,879	12.1%
Feb	207,580	192,640	153,733	7.8%
<b>Mar</b>	<b>162,512</b>	<b>144,525</b>	<b>134,800</b>	<b>12.4%</b>
Apr		135,180	132,043	
May		166,575	146,468	
Jun		167,671	147,711	
Jul		176,608	147,093	
Aug		200,510	159,385	
Sep		179,594	166,522	
Oct		178,690	171,951	
Nov		181,241	171,692	
Dec		174,869	152,640	
<b>Totals</b>	<b>536,574</b>	<b>2,046,645</b>	<b>1,810,917</b>	

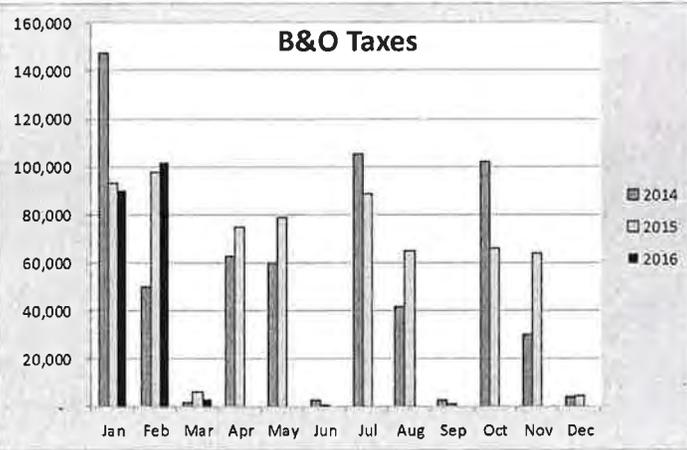
2016 YTD Compared to Annual Budget: **2,141,030 25.1%**



2016 YTD Compared to 2015 YTD: **(2,399) -1.2%**

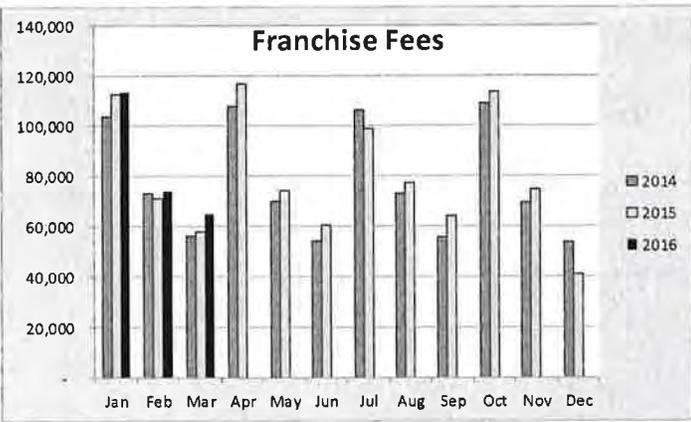
	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>% Mo Chg</u>
Jan	89,942	93,389	147,677	-3.7%
Feb	101,825	97,788	49,873	4.1%
<b>Mar</b>	<b>3,106</b>	<b>6,095</b>	<b>1,493</b>	<b>-49.0%</b>
Apr		75,027	62,741	
May		78,927	59,921	
Jun		745	2,971	
Jul		88,597	105,554	
Aug		64,797	41,690	
Sep		1,192	2,890	
Oct		66,238	102,251	
Nov		63,614	30,155	
Dec		4,682	4,108	
<b>Totals</b>	<b>194,873</b>	<b>641,091</b>	<b>611,324</b>	

2016 YTD Compared to Annual Budget: **640,000 30.4%**

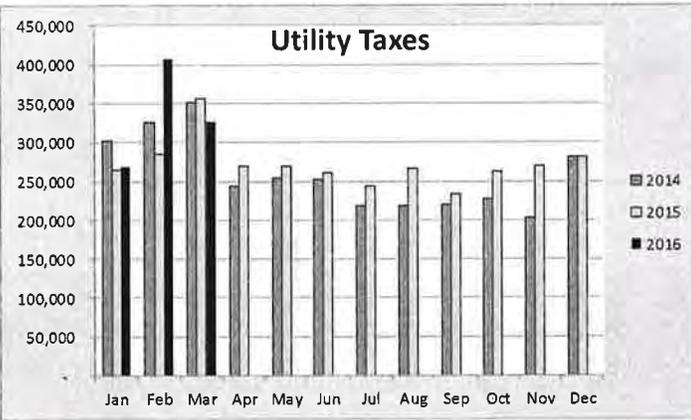


- All revenues sources shown above go to the General Fund.
- The Tax revenue shown in the above graphs EXCLUDE ONE-TIME REVENUES for all years.

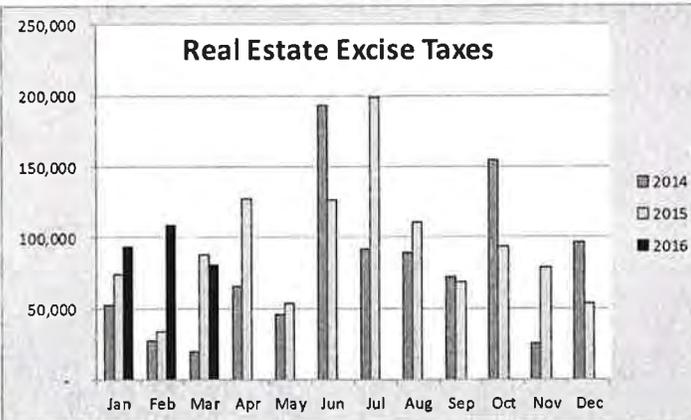
2016 YTD Compared to 2015 YTD:		10,895	4.5%	
	2016	2015	2014	% Mo Chg
Jan	113,463	112,750	104,055	0.6%
Feb	73,834	71,075	73,165	3.9%
<b>Mar</b>	<b>65,347</b>	<b>57,924</b>	<b>56,436</b>	<b>12.8%</b>
Apr		116,879	108,097	
May		74,423	70,303	
Jun		60,470	54,540	
Jul		99,070	106,309	
Aug		77,663	73,166	
Sep		64,435	55,862	
Oct		113,761	109,105	
Nov		74,997	69,418	
Dec		40,908	53,544	
<b>Totals</b>	<b>252,644</b>	<b>964,355</b>	<b>934,000</b>	
<b>2016 YTD Compared to Annual Budget:</b>		<b>996,000</b>	<b>25.4%</b>	



2016 YTD Compared to 2015 YTD:		96,196	10.6%	
	2016	2015	2014	% Mo Chg
Jan	268,749	264,911	302,063	1.4%
Feb	406,378	284,340	326,082	42.9%
<b>Mar</b>	<b>327,450</b>	<b>357,130</b>	<b>351,131</b>	<b>-8.3%</b>
Apr		270,479	243,314	
May		269,809	254,925	
Jun		260,950	251,914	
Jul		243,353	217,888	
Aug		265,630	218,164	
Sep		233,833	219,620	
Oct		263,509	226,349	
Nov		269,275	203,122	
Dec		281,830	280,978	
<b>Totals</b>	<b>1,002,577</b>	<b>3,265,049</b>	<b>3,095,550</b>	
<b>2016 YTD Compared to Annual Budget:</b>		<b>3,722,352</b>	<b>26.9%</b>	



2016 YTD Compared to Annual Budget:		87,399	44.5%	
	2016	2015	2014	% Mo Chg
Jan	93,909	74,382	52,276	26.3%
Feb	109,153	33,884	26,826	222.1%
<b>Mar</b>	<b>80,623</b>	<b>88,020</b>	<b>19,742</b>	<b>-8.4%</b>
Apr		127,450	66,103	
May		53,190	46,430	
Jun		127,038	193,059	
Jul		199,170	91,941	
Aug		110,322	88,753	
Sep		68,647	72,437	
Oct		93,478	154,557	
Nov		78,694	25,792	
Dec		53,220	96,222	
<b>Totals</b>	<b>283,685</b>	<b>1,107,495</b>	<b>934,138</b>	
<b>2016 YTD Compared to Annual Budget:</b>		<b>984,520</b>	<b>28.8%</b>	



- Real Estate Excise Taxes go to the Construction Fund and not the General Fund. All other revenues sources shown above go to the General Fund.
- The Tax revenue shown in the above graphs EXCLUDE ONE-TIME REVENUES for all years.

**SPECIAL REVENUE FUNDS MONTHLY REPORT  
MARCH**

	2016 Budget Annual	2016 Actual Year to Date	%	2015 Actual Annual	2015 Actual Year to Date	%
<b>101 STREETS</b>						
Begin Fund Balance	273,872	273,872		240,555	240,555	
Revenues	1,532,000	393,568	26%	1,254,492	256,526	20%
Expenditures	1,494,294	294,029	20%	1,221,175	256,221	21%
Net Activity	37,706	99,539		33,317	305	
Ending Fund Balance	311,578	373,411		273,872	240,860	
<b>102 ARTERIAL PAVEMENT</b>						
Begin Fund Balance	-	-		-	-	
Revenues	15,000	-	0%	-	-	
Expenditures	15,000	-	0%	-	-	
Net Activity	-	-		-	-	
Ending Fund Balance	-	-		-	-	
<b>107 POLICE DRUG SEIZURE</b>						
Begin Fund Balance	10,342	10,342		7,546	7,546	
Revenues	500	9	2%	25,640	23,630	92%
Expenditures	6,000	-	0%	22,844	-	0%
Net Activity	(5,500)	9		2,796	23,630	
Ending Fund Balance	4,842	10,351		10,342	31,176	
<b>111 HOTEL/MOTEL TAX</b>						
Begin Fund Balance	9,593	9,593		8,161	8,161	
Revenues	84,000	5,536	7%	27,678	5,265	19%
Expenditures	80,000	2,210	3%	26,246	4,601	18%
Net Activity	4,000	3,326		1,432	664	
Ending Fund Balance	13,593	12,919		9,593	8,825	
<b>140 REDONDO ZONE</b>						
Begin Fund Balance	22,064	22,064		-	-	
Revenues	53,750	3,949	7%	101,235	5,502	5%
Expenditures	58,597	16,043	27%	79,171	7,158	9%
Net Activity	(4,847)	(12,094)		22,064	(1,656)	
Ending Fund Balance	17,217	9,970		22,064	(1,656)	

- 2016 includes computer replacement and computer maintenance costs for parking systems. Interfund services cost (for Marina folks operating this area) is higher than last year. 2015 did not have charges Marina service charges Jan to May. The projected shortfall is an area of concern as parking revenues will need to be increased in order to cover operating costs and provide funding for area related capital improvements. With status quo, 2016 Revised Budget Revenue estimate is \$73K and Revised Budget Expense estimate is \$91K for a reduction in Fund 140 fund balance of \$18K.

**SPECIAL REVENUE FUNDS MONTHLY REPORT  
MARCH**

	2016 Budget <u>Annual</u>	2016 Actual <u>Year to Date</u>	%	2015 Actual <u>Annual</u>	2015 Actual <u>Year to Date</u>	%
<b>142 AUTOMATION FEES</b>						
Begin Fund Balance	22,985	22,985		-	-	
Revenues	100,000	27,935	28%	22,985	6,025	26%
Expenditures	96,726	33,456	35%	-	-	
Net Activity	<u>3,274</u>	<u>(5,521)</u>		<u>22,985</u>	<u>6,025</u>	
Ending Fund Balance	<u>26,259</u>	<u>17,464</u>		<u>22,985</u>	<u>6,025</u>	
<b>180 ABATEMENT</b>						
Begin Fund Balance	1,350	1,350		-	-	
Revenues	500	-	0%	1,350	272	20%
Expenditures	200	139	70%	-	-	
Net Activity	<u>300</u>	<u>(139)</u>		<u>1,350</u>	<u>272</u>	
Ending Fund Balance	<u>1,650</u>	<u>1,211</u>		<u>1,350</u>	<u>272</u>	
<b>190 (ASE) AUTOMATED SPEED ENFORCEMENT</b>						
Begin Fund Balance		64,389		-	-	
Revenues	356,000	102,915	29%	362,149	102,864	28%
Expenditures	411,914	48,275	12%	297,760	65,080	22%
Net Activity	<u>(55,914)</u>	<u>54,640</u>		<u>64,389</u>	<u>37,784</u>	
Ending Fund Balance	<u>(55,914)</u>	<u>119,029</u>		<u>64,389</u>	<u>37,784</u>	
<b>199 (TBD) TRANSPORTATION BENEFIT DISTRICT</b>						
Begin Fund Balance	48,160	48,160		-	-	
Revenues	880,000	115,646	13%	456,831	103,460	23%
Expenditures	434,200	150,192	35%	408,671	98,168	24%
Net Activity	<u>445,800</u>	<u>(34,546)</u>		<u>48,160</u>	<u>5,292</u>	
Ending Fund Balance	<u>493,960</u>	<u>13,614</u>		<u>48,160</u>	<u>5,292</u>	
March is 3 months of 12			<u>25%</u>			

Special Revenue funds are volatile by their nature for both revenue and spending patterns.

- The Automation fee revenues come from development activity and therefore are expected to fluctuate through the year. The fund is still on track to meet its revenue budget for the year.
- The TBD will need a supplemental budget adjustment for expenditures. The Original Budget for expenditures only included the first \$20 of car tab spending. The new, additional \$20 was included in revenues but not in the budget. Revenues for the new \$20 are expected to start fully in April. March 2016 revenue was \$46K as compared to March 2015 of \$36K.

**DEBT SERVICE FUNDS MONTHLY REPORT****MARCH**

	2016 Budget <u>Annual</u>	2016 Actual <u>Year to Date</u>	%	2015 Actual <u>Annual</u>	2015 Actual <u>Year to Date</u>	%
<b>201 REET 1 ELIGIBLE DEBT SERVICE</b>						
Begin Fund Balance	29,857	14,900		15,264	15,264	
Revenues	140,410	34,107	24%	132,659	2	0%
Expenditures	142,117	995	1%	133,023		0%
Net Activity	<u>(1,707)</u>	<u>33,112</u>		<u>(364)</u>	<u>2</u>	
Ending Fund Balance	<u>28,150</u>	<u>48,012</u>		<u>14,900</u>	<u>15,266</u>	
<b>202 REET 2 ELIGIBLE DEBT SERVICE</b>						
Begin Fund Balance	15,298	21,245		21,157	21,157	
Revenues	264,855	63,231	24%	252,459		0%
Expenditures	264,855	2,985	1%	252,371		0%
Net Activity	<u>-</u>	<u>60,246</u>		<u>88</u>	<u>-</u>	
Ending Fund Balance	<u>15,298</u>	<u>81,491</u>		<u>21,245</u>	<u>21,157</u>	

Expenditure activity reflects monthly charge for General Fund Administrative Services. In prior years Debt Service funds were not assessed their related costs for General Fund Admin Services. Semi-annual interest payments are made in June and December each year. The principal payment is made once a year in December.

**MARINA FUND 401 OPERATIONS MONTHLY REPORT**

(Budget Basis/Working Capital Basis)

MARCH

	2016 Budget Annual	2016 Actual Year to Date	%	2015 Actual Annual	2015 Actual Year to Date	%
<b>REVENUES</b>						
Intergov't Grants				38,729	38,729	100.0%
Charges Goods & Services	1,209,023	36,873	3.0%	1,165,902	35,499	3.0%
Fuel Sales	1,103,986	66,553		1,060,735	122,864	
Fines & Foreitures	15,220	4,448	29.2%	17,716	3,007	17.0%
Moorage, Parking & Misc	2,878,766	664,762	23.1%	2,792,606	646,343	23.1%
Interfund Maint Services	25,000	-	0.0%	34,940	-	
<b>TOTAL</b>	<b>4,128,009</b>	<b>772,636</b>	<b>18.7%</b>	<b>5,110,628</b>	<b>846,442</b>	<b>16.6%</b>
<i>Fuel gallons sold</i>	<i>420,609</i>	<i>39,653</i>		<i>404,432</i>	<i>52,534</i>	
<b>EXPENDITURES</b>						
Salaries	651,693	134,287	20.6%	609,486	144,032	23.6%
Benefits	271,946	57,293	21.1%	247,773	61,294	24.7%
Supplies	1,118,218	45,024	4.0%	1,048,961	43,800	4.2%
Fuel Purchases		63,059			110,985	
Services	876,082	211,405	24.1%	817,501	203,330	24.9%
Capital	-	-		7,286		
Capital Transfers	250,000			-		
Debt Transfers	819,830	204,957	25.0%	821,216	205,304	25.0%
<b>TOTAL</b>	<b>3,987,769</b>	<b>716,025</b>	<b>18.0%</b>	<b>3,552,223</b>	<b>768,745</b>	<b>21.6%</b>
<b>REVENUES MORE THAN OR (LESS THAN) EXPENDITURES</b>	<b>140,240</b>	<b>56,611</b>		<b>1,558,405</b>	<b>77,697</b>	
Ending Cash & Investments		1,192,390			1,161,468	
Min Reserves - 20%		747,554				
Avail to Xfer to Dock Replace		194,836				
<i>March is 3 month of 12</i>		<i>25.0%</i>				
<i>Fuel Profits (using COGS)</i>		<i>11,310</i>			<i>12,436</i>	

- Marina is generally on-track for the year though the number of gallons of fuel sold to date is running at about 75% of prior year to date.

**SWM FUND 450 OPERATIONS MONTHLY REPORT**  
 (Budget Basis/Working Capital Basis)  
 MARCH

	2016 Budget Annual	2016 Actual Year to Date	%	2015 Actual Annual	2015 Actual Year to Date	%	
<b>REVENUES</b>							
374	Intergov't Grants						
340	Charges Goods & Services	3,264,518	316,687	9.7%	2,756,227	294,892	10.7%
360	Interest & Miscellaneous	2,000	1,534	76.7%	14,439	-	0.0%
	<b>TOTAL</b>	<u>3,266,518</u>	<u>318,221</u>	9.7%	<u>2,770,666</u>	<u>294,892</u>	10.6%
<b>EXPENDITURES</b>							
10	Salaries	799,230	206,579	25.8%	761,468	192,010	25.2%
20	Benefits	393,022	91,760	23.3%	342,924	81,088	23.6%
30	Supplies	75,300	8,542	11.3%	39,127	7,896	20.2%
40	Services	1,375,804	350,320	25.5%	1,077,055	223,646	20.8%
60	Capital				27,698		0.0%
90	Capital Transfers				108,498		0.0%
	<b>TOTAL</b>	<u>2,643,356</u>	<u>657,201</u>	24.9%	<u>2,356,770</u>	<u>504,640</u>	21.4%
<b>REVENUES MORE THAN OR (LESS THAN) EXPENDITURES</b>							
		<u>623,162</u>	<u>(338,980)</u>		<u>413,896</u>	<u>(209,748)</u>	
	Ending Cash & Investments		915,559			<u>890,996</u>	
	Min Reserves - 10% Revenues		<u>326,652</u>				
	Waiting for CIP Xfer to Fund 451		<u>588,907</u>				
	<i>March is 3 months of 12</i>		<u>25.0%</u>				

- SWM is generally on-track for the year. Charges for Goods & Services come through the King County property tax billing system so April/May and October/November are peak revenue months for this fund.

(Budget Basis/Working Capital Basis)

## MARCH

	2016 Budget Annual	2016 Actual Year to Date	%	2015 Actual Annual	2015 Actual Year to Date	%
<b>500 EQUIPMENT RENTAL OPS</b>						
Begin Fund Balance	43,756	239,158		198,523	198,523	
Revenues	602,215	124,264	21%	526,482	126,886	24%
Expenditures	545,245	112,226	21%	485,847	104,474	22%
Net Activity	56,970	12,038		40,635	22,412	
Ending Fund Balance	100,726	251,196		239,158	220,935	
<b>501 EQUIPMENT RENTAL REPLACE</b>						
Begin Fund Balance	1,424,750	1,618,468		1,628,405	1,628,405	
Revenues	865,334	217,074	25%	462,364	74,317	16%
Expenditures	851,860	351,360	41%	472,301		0%
Net Activity	13,474	(134,286)		(9,937)	74,317	
Ending Fund Balance	1,438,224	1,484,182		1,618,468	1,702,722	
<b>506 FACILITY MAJOR REPAIRS</b>						
Begin Fund Balance	65,423	53,339		166,401	166,401	
Revenues	75,830	19,055	25%	102,760	18,989	18%
Expenditures	79,000	438	1%	215,822	12,435	6%
Net Activity	(3,170)	18,617		(113,062)	6,554	
Ending Fund Balance	62,253	71,956		53,339	172,955	
<b>511 COMPUTER REPLACEMENT</b>						
Begin Fund Balance	126,766	271,177		317,436	317,436	
Revenues	401,207	100,465	25%	162,084	32,386	20%
Expenditures	262,540	8,697	3%	208,343	11,131	5%
Net Activity	138,667	91,768		(46,259)	21,255	
Ending Fund Balance	265,433	362,945		271,177	338,691	
<b>520 SELF INSURANCE</b>						
Begin Fund Balance	99,622	138,795		150,014	150,014	
Revenues	828,455	207,409	25%	637,551	159,346	25%
Expenditures	666,660	562,522	84%	648,770	552,956	85%
Net Activity	161,795	(355,113)		(11,219)	(393,610)	
Ending Fund Balance	261,417	(216,318)		138,795	(243,596)	
<b>530 UNEMPLOY INSURANCE</b>						
Begin Fund Balance	322,817	338,159		284,467	284,467	
Revenues	58,435	14,053	24%	56,143	13,877	25%
Expenditures	75,000	-	0%	2,451	2,451	100%
Net Activity	(16,565)	14,053		53,692	11,426	
Ending Fund Balance	306,252	352,212		338,159	295,893	

March is 3 months of 12

25%

- Fund 500 Equip Rental Ops Revenues are less than 17% due to interfund fuel sales which fluctuate.
- Fund 500 Equip Rental Ops Expenses are less than 17% due to vacant position and lower fuel costs.
- Fund 501 Equipment Replacement purchase was for Camel Flush Truck.

**MINUTES**

**DES MOINES CITY COUNCIL  
STUDY SESSION  
City Council Chambers  
21630 11<sup>th</sup> Avenue South, Des Moines**

**March 10, 2016 – 7:00 p.m.**

**CALL TO ORDER**

Mayor Pina called the meeting to order at 7:00 p.m.

**PLEDGE OF ALLEGIANCE**

The flag salute was led by Councilmember Kaplan.

**ROLL CALL**

Council present: Mayor Matt Pina; Mayor Pro Tem Vic Pennington; Councilmembers Melissa Musser, Jeremy Nutting, Luisa Bangs, Robert K. Back and Dave Kaplan.

Staff present: City Manager Tony Piasecki; City Attorney Pat Bosmans; Assistant City Manager/Economic Development Director Michael Matthias; Harbormaster Joe Dusenbury; Surface Water Management Engineer Loren Reinhold; Assistant City Attorney Tim George; Police Chief George Delgado; Parks, Recreation & Senior Services Director Patrice Thorell; Management Consultant Grant Fredricks; Human Resources Manager Maureen Murphy; Planning, Building and Public Works Director Dan Brewer; IT Manager Dale Southwick; Finance Director Dunyele Mason; Senior Services Manager Sue Padden; Marina Maintenance Manager Scott Wilkins; Probation Office Melissa Patrick; Court Clerk Deborah Phillipson; Court Clerk Lead Pamela McConville; Civil Engineer II Tommy Owen; City Clerk Bonnie Wilkins

**CORRESPONDENCE**

- There were no correspondences.

**COMMENTS FROM THE PUBLIC**

- Pamela McConville, 18122 West Lake Desire Drive SE; Court Clerk union contract.
- Deborah Phillips, 1413 S 276<sup>th</sup> Place; Court Clerk union contract
- Rick Johnson, Redondo Beach Drive; Wasson home.

**BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS**

Mayor Pro Tem Pennington

- North Hill Community Club Meeting:
  - Overview of City.
- Public Safety & Transportation Committee Meeting.
- Finance & Economic Development Committee Meeting.

#### Councilmember Kaplan

- Wasson House.
- North Hill Community Club Meeting:
  - Economic Development.
  - Public Safety.
  - City Manager Search.
  - Grocery Store.
- Poverty Bay Wine Festival:
  - Good wineries.
  - Good food.
  - Thanked Rotary.
- 15<sup>th</sup> Anniversary of Master Police Officer Steven J Underwood's death:
  - Appreciate the work of all employees.

#### Councilmember Back

- Sound Cities Association Meeting.
  - Methanol Plant.
  - Staff from Federal Way gave presentation.
  - Project on hold.

#### Councilmember Bangs

- Attended welcome reception for new Port of Seattle Managing Director, Lance Lyttle.
- Public Safety & Transportation Committee Meeting:
  - Red Light Cameras.
  - Traffic Impact Fees Updates.
  - Capital Project Updates.
  - Code Enforcement Duties.
- Poverty Bay Wine Festival:
  - Well attended.
  - 20 winery vendors.
  - 1 Craft Brewery.
  - 1 Liqueur vendor.
  - Food vendors.
  - Food trucks.
  - 821 tickets sold.
  - 170 volunteer shifts.
  - Net \$33,000 for charities.
- Wesley Terrace Presentation:
  - Economic Development.

#### Councilmember Nutting

- Poverty Bay Wine Festival.
- Finance & Economic Development Committee Meeting.
  - Preliminary year end 205 financial report.
  - Siting of essential facilities.
  - Recreation marijuana zoning.

## Councilmember Musser

- Poverty Bay Wine Festival.
  - Food truck additional was awesome.
- Municipal Facilities Committee Meeting:
  - Paid parking on Marina floor.
  - 2016 Capital Improvement projects.

**PRESIDING OFFICER'S REPORT**

- Poverty Bay Wine Festival.
- Rise Program at Highline College:
  - Marty Sanders gave a short presentation to Council on the free resource program the college is offering.

**ADMINISTRATION REPORT**

- Item 1: 2015 PRELIMINARY YEAR-END FINANCIAL UPDATE
- Finance Director Mason gave an update to Council.
- Item 2: EMERGING ISSUES
- March 16 Open House regarding 268<sup>th</sup> Street Sidewalk Project.

**EXECUTIVE SESSION**

At 7:47 p.m. Council went into Executive Session. The purpose of the Executive Session is to discuss Labor Negotiations under RCW 42.30.140(4)(a). The Executive Session is expected to last 15 minutes. In attendance were: Mayor Pina; Mayor Pro Tem Pennington; Councilmembers Musser, Nutting, Bangs, Back and Kaplan; City Manager Piasecki; Assistant City Manager/Economic Development Director Matthias; City Attorney Bosmans; Human Resources Manager Murphy; Finance Director Mason.

The Executive Session ended at 8:00 p.m.

The Regular meeting resumed at 8:02 p.m.

Under the Presiding Officer's Authority, Mayor Pina removed Consent Agenda Item #7 and Old Business Item #1 from the agenda.

**CONSENT AGENDA**

- Item 1: APPROVAL OF MINUTES
- Motion is to approve the minutes from the February 4<sup>th</sup>, February 11<sup>th</sup>, February 18<sup>th</sup> and February 25, 2016 regular City Council meeting and minutes from the February 18, 2016 City Council Executive Session.

- Item 2: APPROVAL OF VOUCHERS
- Motion is to approve for payment vouchers and payroll transfer included in the attached list and further described as follows:
- |  |                |              |
|--|----------------|--------------|
| Total A/P Checks/Vouchers  | #146058-146167 | \$232,692.76 |
| Electronic Wire Transfers  | #668-675       | \$183,967.57 |
| Payroll Checks   | #18766-18772   | \$ 9,382.65  |
| Payroll Direct Deposit   | #90001-90171   | \$297,540.41 |
| Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers: |                | \$723,583.39 |

- Item 3: ANNUAL MULTI CITY HUMAN SERVICES FUNDING PROGRAM  
Motion is to approve Exhibit A for 2016 Des Moines' planning, funding and implementation of a joint human services application and funding program as provided in the 2003 Memorandum of Understanding for the Joint Human Services Funding Program between the Cities of Auburn, Burien, Covington, Des Moines, Federal Way, Renton, SeaTac and Tukwila (Attachment 2), substantially in the form as submitted.
- Item 4: INTERLOCAL AGREEMENT WITH THE CITY OF NORMANDY PARK FOR POLICE DEPARTMENT SERVICES AT SPECIAL EVENTS  
Motion is to approve the Interlocal agreement between the cities of Des Moines and Normandy Park for police services at special events, and further authorize the City Manager to sign the Agreement, substantially in the form as submitted.
- Item 5: PARAMETRIX TASK ORDER ASSIGNMENT FOR LOW IMPACT DEVELOPMENT (LID) INTEGRATION PROJECT  
Motion 1 is to approve the on-call Task Order Assignment 2016-01 with Parametrix for the Low Impact Development Integration Project in the amount of \$90,000.35, authorize a contingency in the amount of \$10,000, and further authorize the City Manager to sign said Task Order Assignment, substantially in the form as submitted.  
  
Motion 2 is to direct Administration to submit a \$55,000 SWM Operating budget amendment for the Low Impact Development Integration Project.
- Item 6: SOUTH 268<sup>TH</sup> STREET SIDEWALK IMPROVEMENTS-DESIGN TASK SUPPLEMENT  
Motion is to approve the Task Order Assignment 2016-03 with Parametrix for the additional sidewalk design of the South 268<sup>th</sup> Street Sidewalk Improvements in the amount of \$16,350.77, bringing the total Task Assignment Cost to \$81,264.70, and further authorize the City Manager to sign said Task Order substantially in the form as submitted.
- ~~Item 7: COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF DES MOINES AND THE COURT CLERKS  
Motion is to approve the collective bargaining agreement between the City and the International Association of Machinists and Aerospace Workers Representing the Court Clerks, substantially in the form as submitted.~~

**Direction/Action**

Motion made by Councilmember Nutting to approve the Consent Agenda; seconded by Councilmember Kaplan.  
The motion passed 7-0.

**PUBLIC HEARING/CONTINUED PUBLIC HEARING**

Item 1: DRAFT ORDINANCE NO. 15-176 AMENDING PACIFIC RIDGE COMMERCIAL ZONE MIXED USE LIMITATIONS  
Staff Presentation: Management Consultant Grant Fredricks

Mayor Pina opened the Public Hearing at 8:05 p.m.

Management Consultant Fredricks gave a presentation to Council.

Mayor Pina called for those that signed up to speak, seeing none Mayor Pina asked 3 times if anyone else wished to speak; seeing none Mayor Pina asked Council if they had any questions.

Mayor Pina closed the Public Hearing at 8:19 p.m.

**Direction/Action**

**Motion** made by Councilmember Kaplan to suspend Rule 26(a) in order to enact Draft Ordinance No. 15-176 on first reading; seconded by Councilmember Nutting.  
The motion passed 7-0.

**Motion** made by Councilmember Kaplan to enact Draft Ordinance No. 15-176, amending Footnote 50 of DMMC 18.52.010B, Permitted Uses Commercial Use Chart to clarify the ground floor commercial requirements for mixed use buildings in Pacific Ridge fronting on Pacific Highway South and eliminate the inconsistency with DMMC 18.135.060; seconded by Councilmember Bangs.  
The motion passed 7-0.

**OLD BUSINESS**

~~Item 1: BLUEBERRY LANE FINAL PLAT  
Staff Presentation: Senior Planner Laura Techico~~

**NEW BUSINESS**

Mayor Pina took New Business Item 2 before New Business Item 1

Item 2: COUNCIL AUTHORIZATION FOR REPLACEMENT OF COPIERS  
Staff Presentation: Finance Director Dunyele Mason

**Direction/Action**

**Motion** made by Councilmember Kaplan to approve entering into a purchase contract for eleven copiers in the amount not to exceed \$92,942, including tax, with Copiers Northwest and authorize the City Manager to negotiate and sign a contract substantially to that effect; seconded by Councilmember Musser.  
The motion passed 7-0.

Item 1: LOCAL GOVERNMENT 101, PART 4: MARINA  
Staff Presentation: Harbormaster Joe Dusenbury

Harbormaster Dusenbury gave a power point presentation to Council on the Marina.

No formal action was taken.

### EXECUTIVE SESSION

At 8:57 p.m. Council went into Executive Session. The purpose of the Executive Session is to discuss Labor Negotiations under RCW 42.30.140(4)(a). The Executive Session is expected to last 15 minutes. In attendance were: Mayor Pina; Mayor Pro Tem Pennington; Councilmembers Musser, Nutting, Bangs, Back and Kaplan; City Manager Piasecki; Assistant City Manager/Economic Development Director Matthias; Human Resources Manager Murphy; Finance Director Mason.

At 9:12 p.m. Mayor Pro Tem Pina extended the Executive Session an additional 15 minutes.

The Executive Session ended at 9:29 p.m.

No formal action was taken.

The regular meeting resumed at 9:29 p.m.

### NEXT MEETING DATE

March 31, 2016 Regular City Council Meeting

### ADJOURNMENT

**Motion** made by Councilmember Pennington to adjourn; seconded by Councilmember Bangs. The motion passed 7-0.

The meeting was adjourned at 9:30 p.m.

Respectfully Submitted,  
Bonnie Wilkins, CMC  
City Clerk

## MINUTES

### DES MOINES CITY COUNCIL STUDY SESSION City Council Chambers 21630 11<sup>th</sup> Avenue South, Des Moines

**March 31, 2016 – 7:00 p.m.**

#### CALL TO ORDER

Mayor Pina called the meeting to order at 7:00 p.m.

#### PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Back.

#### ROLL CALL

Council present: Mayor Matt Pina; Mayor Pro Tem Vic Pennington; Councilmembers Melissa Musser, Jeremy Nutting, Luisa Bangs, Robert K. Back and Dave Kaplan.

Staff present: City Manager Tony Piasecki; City Attorney Pat Bosmans; Assistant City Manager/Economic Development Director Michael Matthias; Police Chief George Delgado; Commander Bob Bohl; Planning, Building and Public Works Director Dan Brewer; Parks, Recreation & Senior Services Director Patrice Thorell; Court Administrator Jennefer Johnson; Prosecuting Attorney Matt Hutchins; Marina Maintenance Manager Scott Wilkins; Finance Director Dunyele Mason; Senior Services Manager Sue Padden; Facilities Coordinator Shannon Kirchberg; Surface Water Management Engineer Loren Reinhold; Recreation Coordinator Rick Scott; Recreation Office Aide Taria Keane; Facilities Aide Kirsta Dunlap; City Clerk Bonnie Wilkins.

#### CORRESPONDENCE

- There were no correspondences.

#### COMMENTS FROM THE PUBLIC

- None

#### BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Mayor Pro Tem Pennington

- Ad Hoc City Manager Search Committee Meeting:
  - Toured City.

Councilmember Kaplan

- Ad Hoc Franchise Committee Meeting:
  - Draft Proposals.
- Ad Hoc City Manager Search Committee Meeting:
  - Reviewed position listing.
    - Posted at City web-site.
    - Search firm web-site.
  - Council review in June.
  - Interview panels in July.
  - Social reception in July.
- State Legislature passed supplemental budget:
  - MRSC Funding.

Councilmember Back

- No report.

Councilmember Bangs

- SCORE Administrative Meeting:
  - Inmate housing agreement.
    - Cities of Lynden and Ferndale.
  - Mobile fingerprinting device.
    - Used to release to appropriate City.
  - Ten correctional officer positions vacant.
  - First jail to receive Washington Associates of Sheriff and Police Chief's Accreditation.
- Public Safety & Transportation Committee Meeting:
  - Red light running locations.
- Art jury panel.
  - Reviewed 10 artists
  - 16 sculptures submitted
    - Replace 5-6 sculptures in City.

Councilmember Nutting

- No report.

Councilmember Musser

- Master Builder Association reception:
  - Elected representatives of Cities invited.
  - Streamline permitting.
  - Increase vesting/development rights.
- Woodmont neighborhood meeting at Dana K's Café.
- Saltwater State Park restoration project meeting.
- Human Services Advisory Committee:
  - Dr. Alex Szabo elected Committee Chair.
  - United Way focusing on Homelessness.
  - Booth at Farmer's Market.
    - Services and resources citizens might not be aware of.
  - Agency presentations.
- Senior Farmer's Market Nutrition Program:
  - Over the age of 60.
  - Low income.
  - Voucher for \$40 to spend at the Farmer's Market.
  - Program starts in June.

**PRESIDING OFFICER'S REPORT**

- Huntington Park Homeowner's Association Meeting:
  - Updates on the City.
  - Great discussion.
- Presented City Proclamation to North Hill Elementary School:
  - School
- Franchise Discussion with utility districts.
  - Productive discussion.

- Judson Park Leadership Meeting:
  - Long Range plans with the City.
  - City's progress.
- Port of Seattle Meeting:
  - Opportunities for partnerships.
  - Business Park successes.
- Highline Forum Meeting:
  - Sustainable Airport Master Plan.
    - Economic and job generator.
- City Manager Search Firm, GSR:
  - Toured City with Ron Holifield.
- King County Assessor:
  - Household income of \$40,000 or less:
    - Exemption from Special Assessments.
    - Less than \$45,000.
      - Deferment of Special Assessments.

#### **ADMINISTRATION REPORT**

Parks, Recreation & Senior Services Director Thorell informed Council that the City and the Covenant Beach Bible Camp Historic District Dining Hall received the Valerie Sivinski Award.

Received letter from Ken Taylor regarding Valley Cities. Project officially closed. Partial refund of development fees; \$18,485.

Planning, Building and Public Works Director Brewer gave a brief update to Council on the Adrianna project site.

City Manager Piasecki noted that the Salt Water Park Bridge Project received the American Public Works Association Project of the Year Award for Structures.

Planning, Building and Public Works Director Brewer mentioned the passing of former Public Works Employee, Sonny Williams.

City Manager Piasecki recommends removal of Consent Agenda Item #5 as MRSC has received state funding.

Finance Director Mason gave an update to Council on the Monthly Financials.

Consent Agenda Item #5 was removed as full funding for MRSC was approved by the State Legislature on March 29, 2016.

**CONSENT AGENDA**

- Item 1: APPROVAL OF VOUCHERS  
Motion is to approve for payment vouchers and payroll transfers through March 22, 2016 included in the attached list and further described as follows:
- |  |                |                |
|--|----------------|----------------|
| Total A/P Checks/Vouchers  | #146168-146354 | \$ 715,264.16  |
| Electronic Wire Transfers  | #677-681       | \$ 162,285.87  |
| Electronic Wire Transfer   | #683-686       | \$ 146,528.69  |
| Payroll Checks   | #18773-18778   | \$ 7,846.12    |
| Payroll Direct Deposit   | #110001-110155 | \$ 273,489.85  |
| Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers: |                | \$1,305,414.69 |
- Item 2: RESOLUTION SETTING A PUBLIC HEARING RELATING TO THE UPDATE TO CITY OF DES MOINES CRITICAL AREA REGULATIONS  
Motion is to adopt Draft Resolution No. 15-147 setting a public hearing on May 12, 2016 to consider Draft Ordinance No. 15-147 amending Chapters 16.10 and 16.20 DMMC.
- Item 3: MAYORAL APPOINTMENT TO THE HUMAN SERVICES ADVISORY COMMITTEE  
Motion is to confirm the Mayoral appointment of Ms. Carolina Lucero to one two year term on the Human Services Advisory Committee, effective immediately and expiring on December 31, 2018.
- Item 4: DRAFT RESOLUTION NO. 16-027 SETTING A PUBLIC HEARING TO CONSIDER DRAFT ORDINANCE 16-027 AMENDING ALLOWED USES AND DEVELOPMENT REGULATIONS FOR THE W-C WOODMONT COMMERCIAL ZONE  
Motion is to adopt Draft Resolution No. 16-027 setting a public hearing on May 26, 2016, or as soon thereafter as the matter may be heard, to consider Draft Ordinance No. 16-027 amending allowed uses and development regulations for the W-C Woodmont Commercial Zone.
- Item 5: ~~MUNICIPAL RESEARCH SERVICE CENTER FUNDING SUPPORT~~  
~~Motion is to pass Draft Resolution No. 16-030, supporting continued adequate state funding of MRSC, with no conditions.~~
- Item 6: SURPLUS PROPERTY – VEHICLE, 2006 FORD FOCUS  
Motion is to adopt Draft Resolution No. 16-040 declaring the vehicle identified in Attachment 1 as surplus and authorize disposal of said surplus vehicle by auction, trade-in, or scrap metal.

Item 7: LOWER MASSEY CREEK IMPROVEMENTS (CHANNEL MODIFICATIONS) PROJECT-CONSTRUCTION CONTRACT AWARD  
Motion 1 is to approve the award of the construction contract of the Lower Massey Creek Improvements Project to Reed Trucking and Excavating, Inc., in the amount of \$915,625.86 including sales tax, authorize a project contingency in the amount of \$92,000.00, and authorize the City Manager to sign said contract substantially in the form as submitted.

Motion 2 is to approve the Task Order Assignment with Tetra Tech, Inc. for construction management services associated with the Lower Massey Creek Improvements Project in the amount of \$183,048.00, authorize a contingency in the amount of \$18,000, and authorize the City Manager to sign said Task Order Assignment, substantially in the form as submitted.

**Direction/Action**

**Motion** made by Councilmember Nutting to approve the Consent Agenda, as read; seconded by Councilmember Musser.  
The motion passed 7-0.

**OLD BUSINESS**

Item 1: COMMUNICATIONS PLAN/NEIGHBORHOOD ADVISORY COUNCIL  
Staff Presentation: City Manager Tony Piasecki

City Manager gave a power point presentation to Council.

**NEW BUSINESS**

Item 1: LOCAL GOVERNMENT 101, PART 5: PARKS, RECREATION & SENIOR SERVICES  
Staff Presentation: Parks, Recreation & Senior Services Director Patrice Thorell

Parks, Recreation & Senior Services Director gave a power point presentation to Council.

Item 2: DRAFT ORDINANCE NO. 16-018; AUTOMATED RED-LIGHT RUNNING ENFORCEMENT CAMERAS  
Staff Presentation: Engineering Services Manager Brandon Carver

Planning, Building and Public Works Director Brewer gave a power point presentation to Council.

**Direction/Action**

**Motion 1** made by Councilmember Musser to suspend Rule 26(a) in order to enact Draft Ordinance 16-018 on first reading; seconded by Mayor Pro Tem Pennington.  
The motion passed 7-0.

**Motion 2** made by Councilmember Musser to enact Draft Ordinance 16-018, establishing the authority for automated red light running enforcement in Des Moines; seconded by Mayor Pro Tem Pennington.

A friendly amendment was made by Mayor Pro Tem Pennington to remove item vi, on page 6 of the ordinance; agreeable to the maker of the motion.  
The motion failed 3-4.

**For:** Mayor Pina; Mayor Pro Tem Pennington; Councilmember Musser

**Against:** Councilmembers Nutting, Bangs, Back and Kaplan

**Motion** made by Councilmember Kaplan that Draft Ordinance No. 16-018 be reconsidered at the April 7, 2016 Council meeting; seconded by Councilmember Nutting.

The motion passed 7-0.

#### **NEXT MEETING DATE**

April 7, 2016 Regular City Council Meeting

#### **ADJOURNMENT**

**Motion** made by Councilmember Nutting to adjourn; seconded by Councilmember Bangs.

The motion passed 7-0.

The meeting was adjourned at 9:56 p.m.

Respectfully Submitted,  
Bonnie Wilkins, CMC  
City Clerk

**MINUTES**

**SPECIAL MEETING TO HOLD AN EXECUTIVE SESSION**

**March 31, 2016**

**CALL MEETING TO ORDER**

The Special Meeting was called to order at 6:00 p.m. in Council Chambers.

**ROLL CALL**

Council present: Mayor Matt Pina; Mayor Pro Tem Vic Pennington; Councilmembers Melissa Musser, Jeremy Nutting, Luisa Bangs, Robert K. Back and Dave Kaplan.

Staff present: City Manager Tony Piasecki; Assistant City Manager/Economic Development Director Michael Matthias; Assistant City Attorney Tim George; Human Resources Manager Maureen Murphy; Finance Director Donyele Mason.

**PURPOSE**

The purpose of the Special Meeting was to hold an Executive Session to discuss Labor Negotiations under RCW 42.30.140(4)(a).

No formal action was taken.

The meeting was adjourned at 6:45 p.m.

Respectfully submitted,  
Tony Piasecki  
City Manager

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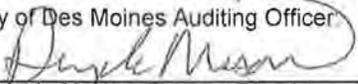
**CITY OF DES MOINES  
Voucher Certification Approval  
28-Apr-16**

**Auditing Officer Certification**

Vouchers and Payroll transfers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing, which has been made available to the City Council.

As of **Apr 28, 2016** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers through Apr 20, 2016 included in the attached list and further described as follows:

The vouchers below have been reviewed and certified by individual departments and the City of Des Moines Auditing Officer

  
Donyele Mason, Finance Director

	# From	# To	Amounts
<b>Claims Vouchers:</b>			
Total A/P Checks/Vouchers	146510 <sup>~</sup> -	146655	941,537.24
Electronic Wire Transfers	692 <sup>^</sup> -	699	152,342.57
<b>Total claims paid</b>			<b>1,093,879.81</b>
<b>Payroll Vouchers</b>			
Payroll Checks	18782 <sup>~</sup> -	18787	5,170.73
Direct Deposit	160001 -	160153	276,746.90
Payroll Checks	-		
Direct Deposit	-		
<b>Total Paychecks/Direct Deposits paid</b>			<b>281,917.63</b>
<b>Total checks and wires for A/P &amp; Payroll</b>			<b>1,375,797.44</b>

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# AGENDA ITEM

## BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

<p>SUBJECT: Washington State Future City Regional Competition</p> <p>ATTACHMENTS: 1. Proclamation</p>	<p>AGENDA OF: April 28, 2016</p> <p>DEPT. OF ORIGIN: Administration</p> <p>DATE SUBMITTED: April 20, 2016</p> <p>CLEARANCES:</p> <p>APPROVED BY CITY MANAGER FOR SUBMITTAL: </p>
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**Purpose and Recommendation:**

The purpose of this agenda item is to recognize and congratulate Pacific Middle School students for demonstrating excellence in the Washington State Future City Regional Competition which was held Saturday, January 23, 2016.

**Suggested Motion**

**MOTION:** “I move to approve the Proclamation recognizing the achievements of the Pacific Middle School students in the Washington State Future City Regional Competition.

**Background:**

Pacific Middle School teams competed in the Washington State Future City Regional Competition on Saturday, January 23, 2016. The competition is a national competition which is part of National Engineering Week held in February of each year, placing 3<sup>rd</sup>, 4<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, 15<sup>th</sup> and 18<sup>th</sup> in the competition. While the students didn’t make it to the finals in Washington DC this year, the students were up for several awards and performed exemplary.

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# City of Des Moines



CITY COUNCIL  
21630 11<sup>th</sup> AVENUE S, SUITE A  
DES MOINES, WASHINGTON 98198-6398  
(206) 878-4595 T.D.D: (206) 824-6024 FAX: (206) 870-6540



## Proclamation

**WHEREAS**, Future City is a national competition, held as part of National Engineering week in February of each year, in which teams of middle school students design and build models of cities set at least 150 years in the future, and

**WHEREAS**, the City of Des Moines recognizes that this competition introduces students to Science, Technology, Engineering and Math (STEM) concepts, as well as the Career and Technical Education aspect of working successfully in groups, time management and communication skills, that build essential future job skills for our community and our nation, and

**WHEREAS**, the City of Des Moines is pleased to observe that the students must plan for and model the basic services and features of a city, such as zoning, infrastructure, and city location, thus preparing them for the duties of future citizenship, and

**WHEREAS**, the City of Des Moines applauds the participating teams from Pacific Middle School, and their instructor, for the awards of 3<sup>rd</sup>, 4<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, 15<sup>th</sup> and 18<sup>th</sup> place at the Washington State Future City Regional Competition from 26 teams and 483 students; now therefore

**THE DES MOINES CITY COUNCIL HEREBY PROCLAIMS** that the following Pacific Middle School students, along with their Instructor Sandy Gady, have demonstrated excellence in the Washington State Future City Regional Competition, and invites all citizens to join in congratulating them:

3 <sup>rd</sup> Place:	Team “Atervinna”	Josh Willott, Sydney Thomson and Tina Fekade-Tessema, <i>Students</i>
4 <sup>th</sup> Place:	Team “Renovus”	Rebecca Bederliy, Elijah Buenarte and Robert Turner <i>Students</i>
6 <sup>th</sup> Place:	Team “Henanna”	Kennedy Englestad, Alanna Kaiphanliam and Hope Klingenstein, <i>Students</i>
7 <sup>th</sup> Place:	Team “Benghai”	David Chan, Anthony Nguyen, Joe Pacini and Reuben Ohlenkamp, <i>Students</i>
15 <sup>th</sup> Place:	Team “Comaza”	Clare Johnson, Levi Thomas and Hannah Ziegler, <i>Students</i>
18 <sup>th</sup> Place:	Team “Oasis”	Nate Bezalel, Jack McGrath and Kaeden Wray, <i>Students</i>
Student’s Choice Award:		Team “Renovus”
Most Complicated Moving Parts Award:		Team “Henanna”
Best Community Services Award:		Team “Benghai”
Best Use of Scale Award:		Team “Oasis”

**SIGNED** this 28<sup>th</sup> day of April, 2016

---

Matt Pina, Mayor

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# AGENDA ITEM

## BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: South Sound Boating Season Opening  
Day

ATTACHMENTS:  
1. Proclamation

AGENDA OF: April 28, 2016

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: April 18, 2016

CLEARANCES:

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: 

**Purpose and Recommendation:**

The purpose of this agenda item is to recognize the official opening of the 2016 South Sound Yachting and Boating Season.

**Suggested Motion**

**MOTION:** "I move to approve the Proclamation recognizing the official opening of the South Sound Yachting and Boating season on May 14, 2016.

**Background:**

The Des Moines Yacht Club has hosted an opening ceremony for over 50 years. The Des Moines Yacht Clubs present and past Commodores, and visiting Commodores from other South Puget Sound Yacht Clubs, participate in this annual celebration.

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## Proclamation

**WHEREAS**, the City of Des Moines wishes to recognize the official opening celebration for the 2016 South Sound Boating Season, and

**WHEREAS**, the Des Moines Yacht Club annually hosts this event for the South Sound Opening of Boating Season which gathers the many South Puget Sound Yacht Clubs, along with the public from surrounding cities and neighborhood communities, to participate and enjoy maritime festivities, boating information and the opening day ceremony, and

**WHEREAS**, the South Sound Opening Day of Boating celebration advocates for the safe enjoyment of boating and promotes the Des Moines waterfront amenities serving the boating community, now therefore

**THE DES MOINES CITY COUNCIL HEREBY PROCLAIMS** May 14, 2016 as this year's

### *SOUTH SOUND OPENING DAY OF BOATING SEASON*

**SIGNED** this 28<sup>th</sup> day of April, 2016

---

Matt Pina, Mayor

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# AGENDA ITEM

## BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

**SUBJECT:** American Association of Community  
Colleges Award of Excellence  
Proclamation for Highline College

**ATTACHMENTS:**  
1. Proclamation

**AGENDA OF:** April 28, 2016

**DEPT. OF ORIGIN:** Administration

**DATE SUBMITTED:** April 21, 2016

**CLEARANCES:**

**APPROVED BY CITY MANAGER  
FOR SUBMITTAL:** 

**Purpose and Recommendation:**

The purpose of this agenda item is to recognize Highline College on receiving the 2016 American Association of Community Colleges Award.

**Suggested Motion**

**MOTION:** “I move to approve the Proclamation congratulating Highline College on receiving the 2016 American Association of Community Colleges Award.

**Background:**

American Association of Community Colleges provide educational opportunities for all and have been in the forefront of preparing America’s future leaders. AACC offers a variety of awards to those individuals who have excelled in their fields and who have given back to their communities. Awards were presented at the 96<sup>th</sup> Annual Convention in Chicago, Illinois April 9-12, 2016.

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# City of Des Moines

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 (206) 878-4595 T.D.D: (206) 824-6024 FAX: (206) 870-6540



## Proclamation

**WHEREAS**, The American Association of Community Colleges brings national visibility to promising practices among its member colleges, and

**WHEREAS**, nominees are judged by a select committee and the 2016 winners were recently announced at the American Association of Community Colleges Annual Convention in Chicago, Illinois, and

**WHEREAS**, the American Association of Community Colleges awards ceremony recognized those colleges that promote economic and social vitality for the community and ongoing commitment to success for students, and

**WHEREAS**, Highline College was awarded the American Association of Community Colleges Award of Excellence and recognized President Jack Bermingham, and the college's five-member Board of Trustees, for their exemplary collaboration and working relationship, resulting in effective community college governance, and

**WHEREAS**, Highline College was one of only seven colleges in the nation awarded at the association's annual convention, now therefore

**THE DES MOINES CITY COUNCIL HEREBY PROCLAIMS** and congratulates Highline College for receiving this prestigious award.

President:	Jack Bermingham
Board Trustees:	Dan Altmayer
	Debrena Jackson Gandy
	Fred Mendoza
	Bob Roegner
	Sili Savusa

**SIGNED** this 28<sup>th</sup> day of April, 2016

---

Matt Pina, Mayor

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# AGENDA ITEM

## BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

**SUBJECT:** Collective Bargaining Agreement between the City of Des Moines and the International Association of Machinists and Aerospace Workers District Lodge 160 Representing the Court Clerks

**AGENDA OF:** April 28, 2016  
**DEPT. OF ORIGIN:** Human Resources  
**DATE SUBMITTED:** April 19, 2016

**ATTACHMENTS:**

1. Collective Bargaining Agreement between the City of Des Moines and the International Association of Machinists and Aerospace Workers District Lodge 160 Representing the Court Clerks ("IAM").

**CLEARANCES:**

- Legal RG  
 Economic Development \_\_\_\_\_  
 Finance PM  
 Marina \_\_\_\_\_  
 Parks, Recreation & Senior Services \_\_\_\_\_  
 Planning, Building & Public Works \_\_\_\_\_  
 Police \_\_\_\_\_  
 Courts \_\_\_\_\_

**APPROVED BY CITY MANAGER  
FOR SUBMITTAL:** AA

**Purpose and Recommendation:**

The purpose of this agenda item is to approve the attached Collective Bargaining Agreement (CBA) between the City of Des Moines and the International Association of Machinists and Aerospace Workers District Lodge 160 Representing the Court Clerks ("IAM").

**Suggested Motion**

**Motion:** "I move to approve the negotiated Collective Bargaining Agreement between the City and the International Association of Machinists and Aerospace Workers Representing the Court Clerks, substantially in form as submitted, and to authorize its execution by the City Manager."

**Background:**

This is the initial CBA with a new four-member bargaining unit by the International Association of Machinists and Aerospace Workers (IAM). The City began negotiations with IAM on July 21, 2015. After several negotiation sessions over the course of seven months, the parties reached a tentative agreement on the entire CBA on February 8, 2016. On February 29, 2016, the agreement was voted by the bargaining unit members in accordance with the IAM policy and accepted.

**Discussion:**

The CBA provides essentially the same pay and City contributions toward health care benefits for IAM members as the City's non-represented General Employees. IAM members had not received a wage increase since January 1, 2013, so the CBA catches them up with the non-represented employees. At the same time, IAM members had continued to contribute a smaller percentage toward their medical premiums than the General Employees. This CBA rectifies both differences, with a pay increase and a greater employee share toward medical benefits. Approving the CBA will also enact a Memorandum of Understanding (MOU) the City reached with the IAM regarding mandatory furloughs.

**Alternatives:**

The Council could choose not to approve the CBA and direct the City Manager to continue negotiations.

**Financial Impact:**

The terms of the CBA and the related furlough savings were included in the 2016 budget. The CBA brings IAM wages in alignment with Ranges 13 and 19 of the General Employees 2016 pay scale, as follows:

<u>Grade</u>	<u>Title</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
C-13	Court Clerk	\$ 3,839	\$ 4,031	\$ 4,233	\$ 4,445	\$ 4,667
C-19	Lead Court Clerk	\$ 4,859	\$ 5,101	\$ 5,356	\$ 5,624	\$ 5,905

In addition, the CBA provides a one-time lump sum payment in the form of a signing bonus as follows:

Lead Court Clerk	\$ 1,295
Court Clerk	\$ 1,756

The signing bonus represents the net increase for wage increases after deducting the additional employee share toward medical premiums for IAM members compared to the General Employees since January 2015. Effective March 1, 2016, IAM members will be contributing the same percentage toward medical coverage as the General Employees, 10% for the employee and 20% for dependents for the HealthFirst and Group Health \$10 Copay plan, or 0% for the employee and 10% for dependents for either of the City's high deductible health plans.

The furlough MOU provides a savings of approximately \$10,615 for 10.5 furlough days, consistent with Resolution 1324, which implemented mandatory furloughs for the City's non-represented employees.

**Recommendation/Conclusion:**

Staff recommends approval of the attached Collective Bargaining Agreement.

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS DISTRICT LODGE 160**

**AND**

**CITY OF DES MOINES**

March 1, 2016, through December 31, 2017

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## PREAMBLE

This Agreement is between the CITY OF DES MOINES, WASHINGTON (the "Employer") and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, DISTRICT LODGE 160 (the "Union") for the purposes of setting forth the mutual understanding of the parties as to conditions of employment for those employees for whom the City recognizes the Union as the collective bargaining representative.

## ARTICLE 1 RECOGNITION AND BARGAINING UNIT

- 1.1 The Employer recognizes the Union as the exclusive bargaining representative for all regular full-time and regular part-time Court Clerk and Lead Court Clerk employees designated by the classifications as certified by the Public Employment Relations Commission Case No. 26922-E-14-3907, March 9, 2015, excluding supervisors, confidential employees, temporary or seasonal employees, and all other employees.
- 1.2 Temporary employees shall not be subject to the terms of this Agreement except as provided under Article 11.3. Should a temporary or seasonal employee be employed in the same position for more than twelve (12) months, the temporary or seasonal employee shall be considered a regular full-time or regular part-time employee. All benefits normally provided regular employees shall begin as of the date the employee changes status from temporary or seasonal to regular.

## ARTICLE 2 MANAGEMENT RIGHTS

- 2.1 The Employer retains and reserves all powers and author to manage its operations in an effective manner with the sole and unquestioned right and prerogative in accordance with applicable laws, regulations, and City ordinances and policies whether or not specifically mentioned in this Agreement and whether or not previously exercised, subject only to the limitations expressly stated in this Agreement. Such management rights shall include but not be limited to the following:
  - a. Determine the court's mission, policies, and to set forth all standards of service offered to the public;
  - b. To plan, direct, control and determine all operations, functions, and policies of the City and to modify such operations, functions and policies as they may affect employees in the Bargaining Unit;
  - c. To establish and administer a personnel system that provides for all types of personnel transactions, including determining procedures, standards for hiring, promotion, transfer, assignment, layoff, discipline, and classification of positions;

- d. To classify jobs, establish the qualifications for employment, and determine job descriptions and job content, with the understanding that job descriptions do not and cannot detail each and every minor incidental duty employees are expected to perform; nevertheless, employees are expected and required to perform all such duties;
- e. To train, supervise, and direct employees;
- f. To schedule and assign work;
- g. To assign overtime or not. The City has the right to schedule overtime work as required in a manner most advantageous to the City and consistent with the requirements of municipal employment and the public interest;
- h. To approve and schedule all vacations and other employee leaves in accordance with the bid process listed in Article 15;
- i. To establish reasonable work and performance standards and, from time to time, to change those standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and measure the performance and productivity of employees;
- j. To suspend, demote, discharge, or take disciplinary action against employees for cause;
- k. To determine and control the budget;
- l. To determine business hours;
- m. To determine the number of personnel, the methods, means, organization, and equipment for the operations of the department;
- n. To subcontract work with either public or private sector agencies or assign work to other City non-bargaining unit personnel only as provided in Article 23, Subcontracting.
- o. To determine physical, mental, and performance standards;
- p. To determine the length of shifts, starting and quitting times;
- q. To discontinue work that would be wasteful, unproductive or duplicative;
- r. To introduce and use new and improved methods, equipment, or facilities;
- s. To lay off employees for lack of work, funds, or the occurrence of conditions beyond the control of the employer or where such condition of work would be wasteful and unproductive;
- t. To lawfully inspect spaces assigned to Employees without consent provided the Employee has a right to be present;
- u. To make and modify rules and regulations for the operations of the Department and conduct of its employees;
- v. To recruit, hire, promote, transfer, assign employees into bargaining unit positions;
- w. To take any action necessary, including modifications of work schedule and work assignments, to carry out the city's mission in the event of emergency.

- 2.2 Delivery of court services in the most efficient, effective, and courteous manner is of paramount importance to the Employer, and, as such, maximized performance is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the Employer's right to determine the methods, processes and means of

providing court services; the right to increase, diminish, or change operations, in whole or in part; the right to determine court equipment, including the introduction of any and all new, improved, or automated methods or equipment; and the assignment of employees to a specific job within the bargaining unit in accordance with their job classification or title.

- 2.3 Probationary employment with the City is at will and the City expressly reserves the right to discharge probationary employees without advanced notice and without compensation except for time actually worked.
- 2.4 The City's Personnel Manual shall apply to members of this bargaining unit. However, in the event of a conflict between a specific provision of this Agreement and any guideline, regulation, or rule of the City, the provision of this Agreement shall control. In addition, the parties agree that the City has the sole right to amend, modify, adopt, or change any such personnel policies; provided that the Union is given fifteen (15) days advance notice and an opportunity to comment.
- 2.5 The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to any grievance procedure or to bargaining during the term of this Agreement, except where such exercise is in violation of the express written terms of this Agreement.
- 2.6 The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to any grievance procedure or to bargaining during the term of this Agreement, except where such exercise is in violation of the express written terms of this Agreement.

### ARTICLE 3 UNION SECURITY

- 3.1 MAINTENANCE OF MEMBERSHIP — All employees and newly hired employees covered by this Agreement shall become members of the Union within thirty-one (31) days from the effective date of this Agreement or within thirty-one (31) days from the date of employment, whichever is later and shall remain members of the Union in good standing as a condition of continued employment. For the purpose of this Article, membership in the Union shall be deemed to have been maintained if the employee has not failed to tender his/her normal monthly dues and/or initiation fee for an accumulative period of two (2) months.
- 3.2 PAYROLL DEDUCTION — The Employer shall deduct monthly dues required of the employees in the Bargaining Unit who voluntarily execute a wage assignment authorization form. The Employer will deposit such dues and shop Agency Fee with IAM District Lodge 160, 9135 - 15th Place South, 2nd Floor, Seattle, Washington 98108-5190. The Union and each employee authorizing the assignment of wages for payment of Union dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.
- 3.3 NEW EMPLOYEES — The Employer will notify the Union of all new hires involving Bargaining Unit positions within thirty (30) days of hire. All newly hired employees shall be introduced to the Chief Steward or designee who will be allowed fifteen (15) minutes to brief the new hire on the collective bargaining agreement, Union membership and related matters as part of the new hire orientation.

- 3.4 “FAIR SHARE PROVISION” AND RELIGIOUS EXEMPTION – Employees who choose not to be members of the Union shall make “fair share” payments, not to exceed an amount equal to Union dues, in lieu of Union dues. These payments shall be for costs of the Union which are germane to the collective bargaining processing. Such payments shall be made in the amounts allowed under applicable federal and state law for such payments. These payments shall be remitted to the Union by payroll deduction or paid directly to the Union before the end of each month. The Union shall provide advance information as to the amount and calculation of the fair share payment to any Employee who requests the information. If an Employee wishes to challenge the amount of the fair share payment, an independent arbitrator shall be selected by the American Arbitration Association from their outside panel of arbitrators. The Employee and the Union shall share equally the cost of the arbitration. Initiating such a challenge shall not relieve the Employee’s requirement to continue to make fair share payments. Religious exemptions shall be handled as per Washington State law.

#### ARTICLE 4 UNION REPRESENTATION

- 4.1 A shop steward shall be granted reasonable time to participate in grievance meetings with the Employer and/or to accompany an employee in an investigatory interview.
- 4.2 UNION OFFICIALS TIME OFF – An employee who holds a Union position (Shop Steward and/or member of the Negotiating Committee) may be granted time-off while conducting business vital to the employees in the bargaining unit provided:
- a. They notify the Employer in writing at least forty-eight (48) hours prior to the time-off period, or as otherwise mutually agreed to with the Employer;
  - b. The Employer is able to properly staff the employee's job duties during the time-off period;
  - c. The wage cost to the Employer is no greater than the cost that would have been incurred had the employee not taken time-off; and
  - d. Employees shall not transact Union business while working on shift, except up to two designated representatives may participate in contract negotiation meetings with the employer, or as otherwise mutually agreed to with the Employer.
- 4.3 UNION VISITATION – An authorized representative of the Union shall have access to the City’s workplace at reasonable times for the purpose of investigation of grievances, resolving disputes and ascertaining that the Agreement is being adhered to, provided that such visit shall not interfere with the work process or cause undue interruption of the employees’ work schedule.
- 4.4 UNION BULLETIN BOARDS – The Employer shall provide suitable non-public space for the Bargaining Unit to use a bulletin board in each City building staffed by Bargaining Unit employees. Postings by the Bargaining Unit on such boards shall be confined to official business of the Union.

## ARTICLE 5 NON-DISCRIMINATION

- 5.1 Neither the Employer, the Union nor any employee shall in any manner whatsoever discriminate against any employee or applicant for employment on the basis of race; color; religion; creed; sex; marital status; national origin; age; or sensory, mental or physical disabilities. Nothing shall prevent the City from establishing bona fide occupational qualifications (BFOQ).
- 5.2 No employee shall be discriminated against because of membership or non-membership or lawful activity in the Union, provided such activity is not carried on so as to interfere with the normal work process.

## ARTICLE 6 STRIKES OR LOCKOUTS

- 6.1 Employees shall perform their assigned duties to the best of their abilities. Neither the Union nor any employee shall cause, engage in, sanction, encourage, direct, request, or assist in a slow-down, work stoppage, interruption of work, or strike of any kind, including a sympathy strike, or any interference with the efficient operation of the Court. The Employer shall not cause, permit, or engage in any lockout of its employees. The Employer, employees, and Union shall comply with state law as prescribed by the Revised Code of Washington 41.56.120 as currently enacted or as hereafter amended.

## ARTICLE 7 EMPLOYEE RIGHTS

- 7.1 The Employer recognizes and agrees that employees covered by this Agreement are entitled to all rights and privileges accorded ordinary citizens under all applicable provisions of the United States and State Constitutions as well as the rights and privileges granted by any and all applicable laws and this Agreement. If a meeting is called for disciplinary action, and employee may request a Union Representative to be present.
- 7.2 Employees shall have the right to review their personnel file on break time, lunchtime, or leave status, and request in writing amendments of any statements in their file. Any Employer's decision regarding a proposed amendment shall be in writing. If amendment is refused, the employee shall be entitled to have a rebuttal statement placed in the file. All performance evaluations shall be reviewed with the employee before being included in their personnel file. Employees shall sign the evaluation as evidence that it has been reviewed with them. An employee's signature does not necessarily indicate agreement.
- 7.3 An employee shall have the right, upon request, to have the Union Steward and/or Union Representative present at any meeting during which an employee reasonably believes discipline may be implemented against the employee. Informal discussions regarding work performance, attendance, etc., and meetings to discuss performance evaluations are not subject to this Article.
- 7.4 Any interview of an employee shall be at a reasonable hour, when the employee is on duty, unless the exigencies of the investigation dictate otherwise. Where practicable, interviews shall be scheduled for the daytime.

- 7.5 All employee interviews shall take place at an Employer's facility, except when impractical. Where an employee is the subject of an investigation, the employee shall be afforded opportunities and facilities to contact and consult privately with the Union Steward or Union Representative before being interviewed. Upon the employee's request, the Union Steward or a Union Representative shall be present during the interview, if requested, and may provide the employee with full representation.

## ARTICLE 8 EMPLOYEE PROBATION

- 8.1 PROBATION (FULL-TIME) – Employees appointed to regular full-time positions shall serve a probationary period of twelve (12) months and shall have no seniority rights during that period. After twelve (12) months an employee's seniority date shall become the date on which the employee started the probation period. The Union may not question the dismissal of any employee during the probation period nor shall the dismissal be the subject of a grievance.
- 8.2 PROBATION (PART-TIME) – Employees appointed to regular part-time positions shall serve a probation period of twelve (12) months, or shall be given credit for time worked based on pro rata hours worked (based on a 2,080-hour year), and shall have no seniority rights during that period. After twelve (12) months, or within the pro rata period set forth above, an employee's seniority date shall become the date on which the employee started the probation period. The Union may not question the dismissal of any employee during the probation period nor shall the dismissal be or become the subject of a grievance.
- 8.3 PROMOTION PROBATION – The probationary period for an employee who has been promoted to a new classification shall be twelve (12) months. If an employee's performance in the new classification is found to be unacceptable, as determined by the Employer, and if the employee is qualified to return to the position from which the employee was promoted, the employee shall have the right to return to the position from which the employee was promoted. The Union may not question the Employer's decision to return the employee to his/her previous position. Nor shall the Union question or grieve the Employer's decision to return the employee to his/her previous position.

## ARTICLE 9 SENIORITY

- 9.1 Seniority shall be the amount of continuous service within a regular bargaining unit position. Seniority shall date back to the employee's date of hire in a regular status in the bargaining unit, but shall not be established until completion of the employee's probationary period. An employee may be disciplined and/or discharged during his probationary period without recourse to the grievance procedure contained herein.
- 9.1.1 Each calendar year, upon the request of the Union, the Employer will provide the Union with a seniority list showing the name, present classification, first date of compensated work in the bargaining unit and the employee's initial date of hire for each employee in the bargaining unit.
- 9.2 An employee's seniority shall be broken so that no prior period of employment shall be counted and their seniority shall cease upon:

- a. Retirement;
  - b. Voluntary termination or job abandonment;
  - c. Discharge;
  - d. Failure of the employee to notify the employer of his willingness to return to work upon recall from a layoff within ten calendar days after mailing a written notice from the employer to the employee's last known address appearing on the employer's records;
  - e. Failure to return to work promptly after an authorized leave of absence;
  - f. Layoff exceeding fifteen (15) months; or
  - g. Unauthorized leave from work beyond three working days.
- 9.3 The period of layoff or unpaid leave of absence will not count toward the computation of the amount of "continuous time in service".
- 9.4 LAYOFF - Layoff shall be by classification. In the case of a layoff, employees shall be retained on the basis of job performance. When job performance is relatively equal, the employee with the shortest length of continuous service shall be laid off first. Relative job performance shall be determined on the basis of qualifications, past job performance evaluations and current job evaluations. Qualifications shall be determined by the knowledge, abilities and skills required for the affected position, as stated in the classification descriptions, and the employee's ability to perform the remaining work without further training.
- 9.4.1 The employer shall use no less than the last three (3) job performance evaluations in the determination of which employee is to be laid off. However, if an employee has less than three years of work in any of the classifications (can be cumulative) then those job performance evaluations shall be utilized.
- 9.4.2 Such person designated for layoff may bump an employee in a lower bargaining unit job classification the employee has previously held and/or which the employee is qualified (skills and ability) to hold. The employee to be bumped and laid off from the lower classification shall be selected through the process described in this Article.
- 9.5 RECALL - In the case of recall, those employees laid off last shall be recalled first. An employee on layoff shall keep both the Employer and the Union informed of the address and telephone number where he can be contacted. Failure of the employee to notify the Employer of his willingness to return to work upon recall from layoff within ten (10) calendar days after mailing of written notice from the Employer to the employee's last known address appearing on the Employer's records shall cause the Employer's obligation to recall the employee to cease.
- 9.5.1 The Employer shall have no obligation to recall an employee after he has been on continuous layoff for a period of fifteen (15) months.
- 9.5.2 During a period of lay-off recall, no temporary employees may be hired until laid off bargaining unit members have been offered the position. The declination or acceptance of a temporary position will not affect the recall status of the individual.

## ARTICLE 10 EMPLOYEE CLASSIFICATIONS

- 10.1 FULL-TIME REGULAR EMPLOYEES – “Full-time employee” means any position in which the employee regularly works forty (40) hours per week in an ongoing, year-round position.
- 10.2 PART-TIME REGULAR EMPLOYEES – “Part-time regular employee” means an individual appointed to an ongoing, year-round position of fewer than forty (40) hours per week on a regular basis. Part-time regular employees who work at least sixteen (16) hours per week shall accrue vacation, sick leave, seniority, and holiday benefits in direct ratio to hours worked. Part-time regular employees who work thirty (30) or more hours per week on a regular basis are eligible for medical, dental, vision, life, and long term disability insurance.
- 10.3 TEMPORARY EMPLOYEES – “Temporary employee” means an individual appointed to an ongoing, year-round position of less than 16 hours per week, or to a full-time or part-time specific assignment lasting less than twelve (12) months. No regular full-time or regular part-time employee shall be displaced by the use of temporary employees, except by mutual consent of the Employer and the Union.
- 10.4 SEASONAL EMPLOYEES – “Seasonal employee” means a temporary employee appointed to a position doing work typically performed at the same season of each calendar year, with an annual employment of less than five (5) months. No regular full-time or regular part-time employee shall be displaced by the use of seasonal employees, except by mutual consent of the Employer and the Union.
- 10.5 Pursuant to WAC 391-35-350, temporary and seasonal employees shall not be subject to the terms of this Agreement unless they work more than 347 hours in a rolling twelve-month period, they remain available for work on the same basis, and there us an expectation of continued employment.
- 10.6 NEW CLASSIFICATIONS – Should the Employer establish a new Bargaining Unit classification during the term of this Agreement, the Employer will notify the Union. If the union objects to the proposed wage rates, the Employer and the Union will attempt to arrive at mutual agreement on wage rates for the new Bargaining Unit classification. If no agreement is reached, the Employer shall implement its proposed wage rate.

## ARTICLE 11 LABOR MANAGEMENT COMMITTEE

- 11.1 LABOR MANAGEMENT – The Employer and the Union agree that a need exists for close cooperating between labor and management, and further, from time to time suggestions and complaints of a general nature affecting the Union and the Employer require consideration. To accomplish this objective, the Employer and the Union shall establish a Joint Labor-Management Committee which shall be comprised of participants from both the Employer and the Union. The committee shall meet as mutually agreed for the purpose of discussing and facilitating the resolution of problems which may arise between the parties. While it is not the purpose of the Committee to reopen collective bargaining negotiations or to change the terms of this Agreement, the Union and Employer may mutually agree to change, add, or delete any provision of this Agreement; such change shall be set forth in a Memorandum of Understanding, signed by authorized Employer and Union Representatives. Either the Employer or the Union may request a meeting of the Committee. The party requesting the meeting shall do so in writing listing the issues they wish to discuss.

- 11.2 No more than two (2) duly authorized representatives of the Union, excluding the business representative, shall function as one-half (½) of the committee, the other half being no more than two (2) representatives of the Employer. In the event the issues being discussed require the attendance of the business representative, an additional Employer representative will also attend.

## ARTICLE 12 GRIEVANCE PROCEDURE

- 12.1 GRIEVANCE DEFINITION – A grievance is a complaint by a regular, full or part-time (non-trial period) employee or group of regular employees alleging a violation of a specific provision of this Agreement or discipline involving loss of pay or monetary benefits. A complaint by an eligible employee regarding discipline that involves a loss of pay or monetary benefits may only be processed through Step 2 of the grievance procedure herein.
- 12.2 GRIEVANCE PROCEDURE STEPS – A grievance shall be handled in the following manner:
- 12.2.1 STEP 1 – The aggrieved employee or group of employees shall present the grievance orally to the immediate supervisor within ten (10) business days of its occurrence (or discovery of occurrence), not including the day of the occurrence. The supervisor shall give an oral reply within ten (10) business days of the date of presentation of the grievance, not including the date of the presentation. If the grievance is resolved at Step 1, the supervisor shall prepare a memorandum to the grievant(s) setting forth the terms of the resolution. A copy of this memorandum should be sent to the Department Director and Human Resources Manager at the time it is sent to the grievant(s).
- 12.2.2 STEP 2 – If the grievance is not settled at Step 1 it shall be: (1) reduced to writing, stating the specific section of this Agreement that was allegedly violated and describing the remedy, adjustment, or other corrective action sought; (2) dated; (3) signed by the aggrieved employee or group of employees; and (4) presented to the Department Director within ten (10) business days after the supervisor's oral reply is given, not including the day the answer is given. The Department Director shall reply in writing to the grievant(s) within ten (10) business days of the date of the presentation of the written grievance, not including the day of the presentation. If the grievance is resolved at Step 2, the Department Director shall prepare a memorandum to the grievant(s) setting forth the terms of this resolution. The Human Resources Manager should be provided with a copy of this memorandum at the time it is sent to the grievant(s).
- 12.2.3 STEP 3 – If the grievance is not settled at Step 2, and alleges a violation of a specific provision of this Agreement, the written grievance shall be presented, along with all pertinent correspondence and information to the City Manager within five working days after the Department Director's response is given, with a copy going to the Department Director. The City Manager may meet with the aggrieved employee or group of employees, the immediate supervisory personnel and the Department Director. The City Manager shall reply to the grievant(s) in writing within ten (10) working days of the date of presentation of the written grievance, not including the day of presentation.
- 12.2.4 Step 4 – If the grievance is not resolved by the City Manager, the grievance may, within fifteen (15) calendar days, be referred to a mediator. The Union or the City Manager shall forward a request to the executive director of the Public Employment Relations Commission (PERC) to assign a mediator from his or her staff. Upon designation of the mediator, the parties will make every attempt to schedule a date for mediation within fifteen (15) days.

- a. Proceedings before the mediator shall be confidential and informal in nature. No transcript or other official record of the mediation conference shall be made.
- b. The mediator shall attempt to ensure that all necessary facts and considerations are revealed. The mediator shall have the authority to meet jointly and/or separately with the parties and gather such evidence as deemed necessary.
- c. The mediator shall not have the authority to compel resolution of the grievance. If the mediator is successful in obtaining agreement between the parties, he/she shall reduce the grievance settlement to writing. Said settlement shall not constitute a precedent unless both parties so agree.
- d. If mediation fails to settle the dispute, the mediator may not serve as an arbitrator in the same matter nor appear as a witness for either party. Nothing said or done in mediation may be referred to or introduced into evidence at any subsequent arbitration hearing.

## ARTICLE 13 DISCIPLINE & DISCHARGE PROCEDURES

- 13.1 STANDARDS OF CONDUCT AND DISCIPLINE – It is the responsibility of all employees to represent the City to the public in a courteous, efficient, helpful and friendly manner. Public employees are often judged by the public they serve on first impressions and surface appearances. How the public perceives city employees influences its willingness to understand and support the needs of the City. Employees are expected to be cheerful, respectful and positive in attitude even when dealing with citizens under difficult circumstances.

Employees also should use basic tact, respect and courtesy toward their fellow employees; adhere to City policies, procedures, safety rules and safe work practices; comply with directions from supervisors; and preserve and protect the City's equipment, grounds, facilities and resources.

- 13.2 RULES OF CONDUCT – In the interest of the City and the public, it is desirable at all times, whether off-duty or on-duty, that an employee's conduct reflects favorably on the employee, his or her fellow employees, and the City. Off-duty misconduct may result in discipline when it renders an employee less capable of performing his or her duties and responsibilities, or when it reflects unfavorably upon an employee's continuing qualifications for employment.

It is the City's policy to place as few restraints on employee personal conduct as possible. The City relies on each employee's good judgment and sense of responsibility as the principal source of guidance for conducting day-to-day duties and responsibilities. However, for the protection of the City's business interests and other employees, certain rules of conduct have been established. The rules are formalized for each employee's information and to minimize the likelihood of any employee, through misunderstanding or otherwise, becoming subject to disciplinary action.

The occurrence of any of the actions set forth in the general rules of conduct section is deemed a sufficient justification for the imposition of the disciplinary procedures set forth in this section.

- 13.3 IMMEDIATE DISCHARGE – There are certain kinds of actions that cannot be permitted to occur because of their impact on other employees and the City. Such offenses may result in discharge on the first occurrence with cause. The following list contains examples of such

offenses. This list of examples is not all-inclusive. Before a final decision is made regarding a discharge, the City will convene a pre-termination meeting as provided for in the section on discharge.

The occurrence of any of the following is deemed a sufficient justification for immediate discharge:

- a. Theft, misappropriation or removal of city property or the property of employees, clients or customers.
- b. Knowing, intentional or repeated falsification of any application for employment or any report, record, time sheet or city records.
- c. Soliciting and/or accepting payment, gifts or any item of value for service performed during the regular workday, whether or not the services are performed on behalf of the City and whether or not city vehicles or equipment are used.
- d. Willful alteration, destruction or waste of city property, facilities, records or equipment, wherever located, or the destruction of another employee's property.
- e. Bringing alcohol (except for authorized city festivals such as Waterland), narcotics or other controlled substances onto city property or into city vehicles; the use of alcohol, narcotics or other controlled substances on city property or in city vehicles; reporting to work or being under the influence of alcohol, narcotics or other controlled substances while on working time, or while on city property or in city vehicles.
- f. Giving or taking a bribe of any nature as inducement for obtaining or retaining a job or position.
- g. Serious or repeated disorderly conduct or insubordination. Insubordination includes, but is not limited to: neglect of duty, or refusal or failure to obey orders or instructions in the line of duty; public disrespect displayed toward a supervisor or the City while performing work for the City; and abusive language to any supervisor.
- h. Threatening, intimidating, coercing or interfering with supervisors or other employees.
- i. Deliberate attempts to injure another employee or fighting on city property.
- j. Sleeping during working hours.
- k. Unauthorized possession of firearms, explosives or any dangerous weapons while performing city work.
- l. Participating in an unauthorized work stoppage or slowdown.
- m. Recklessness resulting in a serious accident while on duty, whether on city property or while driving a city vehicle.
- n. Repeated, unwelcome racial or sexual harassment directed toward another employee, including but not limited to demands for sexual favors in exchange for employment, retention of job, promotion or other employment benefits. Repeated use of racial epithets, slurs, insults or jokes.
- o. Conviction of a gross misdemeanor or felony.
- p. Being untruthful about one's actions when questioned.

If cause dictates that immediate discharge is warranted the employee's supervisor may relieve the employee from duty on the spot and suspend the employee without pay pending a final decision on discharge as provided in these policies.

13.4 OTHER DISCIPLINARY ACTIONS -There are certain types of actions that should not occur, but normally, it is the reoccurrence of the action rather than the first occurrence of the action which results in discharge. For such actions, a regular employee will normally receive a written or verbal warning, be suspended without pay or placed on disciplinary probation prior to discharge, depending upon all the facts and circumstances presented in each instance. The following section contains examples of such offenses. This list of such offenses is not all-inclusive.

The occurrence of any of the following is deemed sufficient justification for the imposition of lesser discipline such as a warning, suspension without pay or probation as set forth in the succeeding section, although under appropriate circumstances, the City may immediately discharge the offender with cause:

- a. Ignoring safety rules or common safety practices.
- b. Engaging in disorderly conduct, horseplay, immoral conduct or insubordination; using uncivil, insulting, vile or obscene language.
- c. Failure to report occupational injuries or accidents, including motor vehicle accidents, promptly to the employees' supervisor.
- d. Engaging in activities other than assigned work during working hours and/or while operating city equipment, without approval in advance by an employee supervisor.
- e. Acting in an insulting, disrespectful, rude, insolent or uncivil manner toward any customer or other person while working for the City, or while operating city equipment or on city premises.
- f. Failure to exercise the care and attention to one's work as required by the circumstances resulting in unsafe or potentially unsafe conditions.
- g. Smoking in restricted or prohibited areas, whether on city property or otherwise.
- h. Accepting secondary employment with another employer in violation of Section 13.5 below.
- i. Acting in any manner inconsistent with general rules of conduct necessary to the welfare of the City or its employees.
- j. Unexcused or excessive absences or tardiness.
- k. Leaving work before the end of the shift or not being ready to begin work at the start of the shift or working overtime without permission of a supervisor.
- l. Spending unnecessary time away from work.
- m. Unauthorized possession or use of any city property, equipment or materials.
- n. Carrying an unauthorized passenger in a city vehicle.
- o. Contributing to unsanitary conditions or poor housekeeping.
- p. Use of city property, time or confidential information for personal financial gain.
- q. Sexual or racial harassment or other unlawful discrimination toward another employee.
- r. Having wages or salary subject to a writ of garnishment for three or more separate indebtedness in a continuous 12-month period.
- s. Unsatisfactory work performance.

13.5 OUTSIDE EMPLOYMENT - The City does not encourage employees to hold second jobs, or have an active interest in outside business enterprises, though it does not object to employees doing so provided the following conditions are met. Engaging in employment or business enterprises that interfere with or reduce the efficiency of City employment may be grounds for disciplinary action. Prior to accepting any outside employment or outside business enterprise, employees must notify the department director or designee of their intention to do so. Outside employment or outside business in enterprise must:

- a. In no way detract from the efficiency of the employee while performing City duties;
- b. Present no conflict of interest with City affairs;
- c. Not take preference over extra duty required by City employment; and
- d. In no way involve the use of any City resources such as copiers, telephones, supplies, other equipment, or time.

13.5.1 The City understands that a regular part-time employee must often obtain outside employment to supplement the City's inability to provide full-time hours. Therefore, the City will give fifteen (15) calendar days' notice of any change to the regular part-time employee's regular schedule including any mandatory overtime, unless otherwise mutually agreed.

13.6 LEVELS OF DISCIPLINE - It is the goal of the City to apply fair and equitable disciplinary action with cause. However, the City reserves the right to decide disciplinary actions applicable for the conduct. The City may skip steps in the following sequence whenever, in its judgment, circumstances require an abbreviated disciplinary procedure. An administrative leave may be used, with or without pay, pending the results of an investigation.

- a. ORAL WARNING - Oral warnings may be given for minor offenses or to bring to the attention of an employee potential work performance problems. Oral warnings may include an explanation of the violation or problem and requests for corrective action on the part of the employee. A notation of each oral warning should be placed in a file and maintained by the supervisor for future reference. In addition, the offending employee may be handed a warning slip.
- b. WRITTEN WARNING - A written warning may be given for a more serious offense or when the employee, who has been orally warned for minor offenses or problems in his or her work performance, repeats them or fails to take corrective action. Written warnings may contain: a statement of the facts; a statement of the discipline being given, if any; if appropriate, the employee's explanation and reason for the violation; the required corrective action on the part of the employee, if appropriate; a written and definite period of disciplinary probation during which the employee must clearly demonstrate improvement; and a statement indicating further disciplinary action may follow if correction is not achieved. The employee and any other person who may be present at the discussion may sign the warning. The warning should be signed by the employee's direct supervisor and the city Department Director involved. Copies of written warnings are to be forwarded to the City Manager and the Human Resources Manager. After review with the employee, a copy of the written warning is to be given to the employee and a copy is to be entered into the employee's personnel file.
- c. SUSPENSION/FINAL WARNING - A suspension may be given for serious infractions of employee rules of conduct which are not deemed sufficient justification for immediate discharge, or for repeated offenses, or for failure to correct an action for which a written warning was previously given. A suspension is time off without pay for disciplinary reasons, and will be for as long as the City determines is reasonable

and necessary for a specific violation. In each case of disciplinary suspension, a written memo should be prepared and may indicate: the event or events which led to the suspension; the duration of suspension; a statement indicating required corrective action on the part of the employee; if appropriate, the employee's explanation or comment; and a statement indicating that it is a "final warning" and further indicating that the employee may be discharged upon the occurrence of another infraction or failure to correct the action within the stated time.

The employee and any other person who may be present at the discussion may sign the memo. The memo must be signed by the employee's direct supervisor and the Department Director involved, with copies forwarded to the City Manager and the Human Resources Manager. After review with the employee, a copy of this memo is to be given to the employee and a copy is to be entered into the employee's personnel file.

- d. DISCIPLINARY PROBATION - An employee may be placed on disciplinary probation for any violation of rules as listed above. Such an employee will be given a written statement of the action taken, the reasons for the action and the consequences of repeating or engaging in further or other unacceptable behavior. This written statement shall be given to the employee at the time the employee is placed on disciplinary probation or within two (2) days thereafter. A copy of this written statement shall be placed in the employee's personnel file.

Disciplinary probation may be for any period not to exceed twelve (12) months. During the disciplinary probation period, the regular employee must show the required improvement necessary to remain in the job. If the regular employee fails to correct his or her performance or repeats the unacceptable conduct during the disciplinary probation period, the employee may be discharged. All discharges shall be in accordance with the City's policy on pre-discharge meetings.

- e. DISCHARGE - When the supervisor feels that the nature of a violation warrants discharge, or if the discharge is a result of the disciplinary procedure where the desired corrective action was not achieved by one or all of the steps above (written warning, suspension, etc.), the supervisor will prepare a written report to his or her Department Director and the Human Resources Manager. The written report may include the reason(s) for the discharge; information on any previous warnings or disciplinary actions which may be relevant; a brief summary of the regular employee's past work record and length of employment with the City; and any other relevant information. The Department Director, the Human Resources Manager, the City Attorney and the employee's direct supervisor will process the case together and present their findings and recommendation to the City Manager. Before the final decision is made regarding a discharge, a meeting shall be convened as follows:

No regular employee shall be terminated without a pre-discharge meeting. The employee shall be provided with a written notice of the charge or grounds for termination and a summary of the City's evidence. The employee shall be given an opportunity to respond to these charges, either orally or in writing, and to explain why the City should not go ahead with the discharge. Although the Department Director's explanation of the City's evidence should be sufficient to inform the employee of the basis for discharge, this procedure shall not be construed to limit the City at any subsequent hearing or proceeding from presenting a more detailed and complete case, including the presentation of witnesses and/or documents not introduced at the discharge meeting. Should the City Manager or Department Director determine to

proceed with the discharge, or some alternative disciplinary action, the City will give the employee written notice of discipline without undue delay.

## ARTICLE 14 LEAVES OF ABSENCE

- 14.1 SICK LEAVE – All full-time employees shall accrue sick leave benefits at the rate of eight (8) hours for each calendar month of continuous employment. Employees shall accrue one-half of their monthly sick leave accrual at the end of the first pay period of the month and the second half at the end of the second pay period. Part-time employees shall accrue sick leave benefits on a pro rata basis according to hours worked.
- 14.1.1 Sick leave benefits are earned from the date of employment, and may be utilized from date of employment. Employees do not earn sick leave benefits during a leave without pay. Employees do not earn sick leave benefits, and may not use any earned but unused sick leave benefits, during a suspension without pay. Employees continue to earn sick leave and vacation time while on paid sick leave.
- 14.1.2 Sick leave benefits not used during the calendar year in which they are earned may be carried over and used during succeeding calendar years. Such benefits may be carried over into successive calendar years so long as the employee remains employed by the City. Employees who transfer to another department retain any accumulated sick leave benefits after transfer to their new position.
- 14.1.3 Sick leave benefits may be used by eligible employees for any absence due to personal injury, bereavement, illness or temporary disability which keeps the employee from performing the employee's regular duties, paternity leave for ten days after the birth or adoption of a child under the age of six, medical and dental appointments, absences of reasonable duration occasioned by the illness or injury of a minor child or spouse, or the need to accompany a minor child to a medical or dental appointment, provide care for a child with a health condition, provide care for a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or emergency condition, exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others, or use of prescription drug which impairs job performance or safety. Sick leave benefits may be used for actual periods of temporary disability associated with pregnancy or childbirth during which the employee is physically unable to perform her duties as certified by a licensed physician. For the purposes of this section, "child" is defined by RCW 49.12.265. "Health condition", "serious health condition", "emergency condition" and "mental or physical disability" are defined by WAC 296-130-020 (10-14).
- 14.1.4 In the event an employee exhausts his or her accrued sick leave, the employee has the option to use accrued vacation leave or compensatory time.
- 14.1.5 Employees injured on the job shall not simultaneously collect sick, vacation or compensatory leave and worker's compensation payments greater than the employee's regular pay. When and if the employee's sick leave is exhausted, compensatory time or accrued vacation leave may be used. In any event, the Employer shall pay only up to the maximum of the difference between the payment received under worker's compensation by such employee and the employee's regular straight-time rate of compensation that the employee would have received from the Employer if able to work. Such payment by the Employer shall be limited to the period of time that such employee has accumulated paid sick leave. The foregoing shall be accomplished by the employee "buying back" sick leave used with the time loss money from

worker's compensation. Upon receipt of each time loss check, the employee keeps those funds and is required to "buy back" sick leave by submitting a personal check or money order made payable to the Employer for the same dollar amount, and that payment will be credited back to the employee's sick leave balance.

- 14.1.6 Payment of sick leave benefits is conditioned upon the employee notifying the supervisor or Department Director, or designee, of the employee's absence(s) as outlined in Section 4.H Attendance and Tardiness/Absenteeism of the Personnel Manual. Failure to give the required notice may result in no payment of sick leave benefits or other compensation for such absence(s).
- 14.1.7 The employee may be required to provide certification of illness from a qualified health care provider if so requested by the employee's immediate supervisor or Department Director, or designee, whenever absent for three (3) or more days. Medical certification may also be required in the event an employee calls in sick on a day when a vacation request was denied or not granted by way of the vacation bidding process, or for absences or tardiness in an established pattern such as when particular job duties are performed, on a day before or after days off, holidays, scheduled vacation, or weekends. The employee shall be required to provide a written release to return to work from a qualified health care provider whenever requested by the employee's immediate supervisor or the Department Director, or designee. The City may require any employee returning after an absence to be examined by a second qualified health care provider of the City's choice. If the City deems that a second exam is required, the City will pay any and all cost related to such an exam.
- 14.1.8 Any employee found to have abused sick leave privileges by falsification or misrepresentation shall be subject to corrective action, including but not limited to repayment to the City of any amounts paid to such employee for such periods of absence, or discipline, up to and including discharge.
- 14.1.9 Employees who utilize twenty-four (24) hours or less of sick leave in any calendar year shall receive 10 (ten) hours of vacation time. This is calculated per calendar year and is not available for people who work less than a full year. The employees who qualify for this additional vacation time, and the respective Department Director, shall receive a notice of the qualification in January immediately following the completion of the applicable calendar year. The time is immediately available upon notification and the use of this time follows the same guidelines as noted in Section 7.C of the Personnel Manual.
- 4.1.10 Employees with a sick leave balance of at least two-hundred (200) hours at the beginning of a calendar year, who use less than twenty-four (24) hours of sick leave in that calendar year shall, in February of the following year, have twelve (12) hours of their sick leave balance cashed and deposited into their 457 plan.
- 14.1.11 Employees who use all their accumulated sick leave and require more time off work due to illness or injury may submit a request to the City Manager for a leave of absence as specified by Section 7.I of the Personnel Manual.
- 14.1.12 Employees may take sick leave for care of family including spousal equivalent under the Washington Family Care Act and the Family Medical Leave Act as currently enacted or as may be amended.
- 14.2 SHARED LEAVE – Employees shall be eligible for shared leave in accordance with the current Employer policy contained in Section 7.J of the Personnel Manual, with the provision that the employee shall have exhausted all accumulated vacation, holiday and comp-time and all but

forth (40) hours of accumulated sick leave. The Employer reserves the right to change the Shared Leave policy, provided that the Union is offered the opportunity to comment and provide input prior to the change and the change is applied uniformly to all employees covered by Section 7.J.

- 14.3 LIGHT DUTY - Light duty may be provided per Section 4.L of the City of Des Moines Personnel Manual.
- 14.4 BEREAVEMENT - When a death occurs in an employee's immediate family, the employee may take up to two (2) days of paid bereavement leave which is not counted against any other leave. In addition, the employee may use up to eight (8) hours of sick leave for bereavement leave for in-state deaths and up to twenty-four (24) hours of sick leave for out-of-state deaths. The timing of bereavement leave will be by mutual agreement between the employee and the Department Director, or designee. An employee is not paid for any days off if the employee would not otherwise have been entitled to compensation for that day. Bereavement leave pay shall be that amount the employee would have earned had the employee worked his or her regular work schedule during the leave. An employee may be granted a bereavement leave prior to completion of the probationary period. "Immediate family" as used in this section is defined as an employee's spouse, spousal equivalent in a cohabitation relationship, parents, grandparents, children, adopted children, foster children, grandchildren, brothers, sisters, first cousins, nephews, nieces, aunts, or uncles, and/or corresponding in-laws and "step" relations. Additional paid bereavement leave using sick leave or other leaves may be approved by the City Manager on a case-by-case basis.

## ARTICLE 15 HOURS OF WORK

- 15.1 WORK SCHEDULE - A regular, full-time work schedule is 40 hours per week. Work schedules shall be set per Section 2.1.f.
- 15.2 Any change in normal work schedules shall be posted on the Union bulletin board and sent by email to affected employees at least ten (10) calendar days prior to the effective date of the change. These notice requirements shall not apply to work schedule changes that are implemented due to an emergency or at the employee's request or if otherwise mutually agreed upon.
- 15.3 REST PERIODS - Employees shall receive a rest period of fifteen (15) minutes on the Employer's time for each four (4) hours of working time and shall be scheduled as near as possible to the midpoint of each four (4) hour work period. By mutual agreement between the employee and the Employer, the rest periods may be taken at a time other than stated above.
- 15.4 MEAL PERIODS - Employees shall receive a meal period of at least thirty (30) minutes, not to exceed sixty (60) minutes, which shall be on the employee's own time, between hours of 11:00 a.m. and 1:00 p.m., except when Court operations require that lunch be taken outside of these hours.

## ARTICLE 16 OVERTIME

- 16.1 OVERTIME - All hours worked in excess of the employee's regular schedule in a day, with an eight (8) hour minimum, or forty (40) hours in a week shall constitute overtime. Vacation and holiday time shall be considered hours of work for the purposes of calculating overtime. Overtime shall be paid at the rate of one and one-half (1½) times the employee's regular straight-time hourly rate of pay.
- 16.1.1 Overtime shall be paid for in increments of fifteen (15) minutes with the major portion (eight (8) or more minutes) of each fifteen (15) minute increment being paid as fifteen (15) minutes.
- 16.1.2 In lieu of overtime pay, compensatory time-off may be accrued upon the request of the employee and the approval of the employer. Scheduling of compensatory time-off shall be subject to the approval of the employee's supervisor. Compensatory time-off shall be taken at the rate of one and one-half (1½) times the hours worked. The maximum number of hours that can be accumulated is forty (40) hours.
- 16.1.3 Employees shall not accrue additional leave (sick leave or vacation), health or other insurance benefits while on overtime.

## ARTICLE 17 VACATION AND HOLIDAYS

- 17.1 VACATION - Each regular full-time employee shall accrue vacation leave at the following rates:

Years of Employment	Vacation Hours Earned	Carryover Maximum
0 - 3 years	8 hours per month	255 hours
4 - 6 years	10 hours per month	270 hours
7 - 10 years	12 hours per month	285 hours
11 - 15 years	14 hours per month	300 hours
16+ years	16 hours per month	315 hours

- 17.1.1 Employees accrue one-half of their monthly vacation accrual at the end of the first pay period of the month and the second half at the end of the second pay period. Employees are eligible to use earned vacation leave after six (6) months of employment. The department director can waive the six-month waiting period. Regular part-time employees earn vacation leave on a pro-rated basis.
- 17.1.2 VACATION BIDDING - All vacation must be scheduled with and approved by the department director or designee. Vacations shall be scheduled at such times as the Employer finds most suitable after considering the wishes of the employee and the requirements of the department. The primary bid for vacation leave shall be made by November 1<sup>st</sup> for the following calendar year. The primary bid will follow the process as listed; any employee that wishes to schedule vacation days throughout the following year will choose one occurrence at a time in order of seniority. Once the most senior employee chooses an occurrence, the choice will then be given to the next employee down the seniority list, and so on, until the list has been exhausted. An occurrence shall be defined as one (1) choice of a maximum of fifteen (15) consecutive vacation days. The process will continue until there are no employees left desiring to bid. No employee will be obligated to participate in the primary bid. Any subsequent vacation requests outside of the bidding process shall be taken at a time mutually agreeable to

the employee and the department director or designee on a first-come, first-served basis. The City reserves the right to deny all or a portion of vacation days requested, to include vacation bidding, when such leave would interfere with operations or create an adverse impact on the completion of work.

- 17.1.3 Employees are encouraged to use vacation in the year it is earned. The maximum vacation hours that any employee can carry over from one year to the next is according to the schedule listed in Section 15.1. Where City operations make it impractical for an employee to use his/her vacation time, the City Manager may authorize the employee to carryover more hours, provided that the employee submits a request to carryover the additional hours that includes an explanation of why he could not use all the hours over the maximum carryover amount in that year and details a plan to make sure he will not carryover more than the maximum the following year. This request must be endorsed by the department director.
- 17.1.4 Upon separation from employment, employees shall be paid for all accrued but unused vacation time on their final paycheck at their current straight-time rate. Employees who are retiring are encouraged to use unused vacation time prior to the effective date of their retirement. Retiring employees may be paid for that portion of unused vacation time that does not create a retirement financial liability or obligation for the City on their final paycheck.
- 17.2 HOLIDAYS – An employee is eligible for a paid holiday if he or she is on paid status during the work day before and after the holiday. Employees shall receive the following holidays off with eight (8) hours of compensation at their regular straight-time hourly rate of pay:

New Year's Day	January 1
Martin Luther King Jr. Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Day	December 25
16 hours of Floating Holiday	As scheduled by employee and approved by supervisor

Des Moines City Hall will close at 12:00 noon on Christmas Eve, December 24.

- 17.2.1 The above holidays shall be observed on those dates set by State law. Any holiday falling on a Sunday shall be observed on the following Monday. Any holiday falling on a Saturday shall be observed on the preceding Friday.
- 17.2.2 If a holiday occurs while an employee is on vacation or sick leave, the holiday shall be utilized rather than charged against the employee's accrued vacation or sick leave.
- 17.2.3 In the event the observation of a holiday falls on an employee's regular day off, the employee may receive their eight (8) hours of holiday compensation on their next paycheck or, with their supervisor's approval, schedule an alternate day off with eight (8) hours of pay.
- 17.2.4 Employees are eligible to use their floating holiday after six (6) months of employment. The department director may waive this six-month waiting period. The annual floating holiday does not carry over from one year to the next. It must be used in the calendar year earned or

is forfeited. The floating holiday is not compensated in any form upon separation of employment. The City Manager shall have the discretion to designate a particular day during the year as the floating holiday for all eligible employees. The City Manager may take an advisory ballot of all the eligible employees to determine for that year whether the employees wish to leave the floating holiday to individual discretion or to consolidate the floating holiday.

## ARTICLE 18 WAGES

- 18.1 The base monthly wage rates effective upon the date of ratification of this Agreement will be as follows effective upon ratification of this agreement:

<u>Grade</u>	<u>Title</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
C-13	Court Clerk	\$ 3,839	\$ 4,031	\$ 4,233	\$ 4,445	\$ 4,667
C-19	Lead Court Clerk	\$ 4,859	\$ 5,101	\$ 5,356	\$ 5,624	\$ 5,905

- 18.1.1 Effective upon ratification of this agreement, the Clerk and Lead Clerk positions will receive a one-time lump sum payment in the form of a signing bonus as follows:

Lead Court Clerk	\$ 1,295
Court Clerk	\$ 1,756

- 18.1.2 This agreement will be reopened for negotiations of a 2017 cost of living adjustment after July 15, 2016.

- 18.1.3 The Employer agrees to conduct a salary study to be completed by July 15, 2016. Any job classifications that are shown to be above the average maximum salary for comparable cities will be red-circled, meaning the individual's salary will not be increased until the reassigned salary range at the new level has met or exceeded his or her present salary.

- 18.2 **WORK AT A HIGHER CLASSIFICATION** - Employees may be temporarily assigned to perform all the duties of a position in a higher pay grade occupied by a person on suspension, furlough, vacation, or authorized leave of absence, or to a position for which a vacancy exists. When employees who are not leads, temporarily assigned by the Municipal Court Judge (hereafter Judge) or designee, are so assigned to a higher pay range for a period of five (5) days or more, and who perform the full scope job duties of such a position, shall be paid at the first step of the higher pay range or may receive a five percent (5%) pay increase, whichever is higher, for the full period worked in the temporary assignment.

## ARTICLE 19 BENEFITS

- 19.1 **HEALTH INSURANCE** - Regular full-time and regular part-time employees whose positions are budgeted for thirty (30) or more hours per week shall be eligible to participate in the City's health insurance plans. Premiums shall be paid by the City on behalf of eligible employees according to the following schedule:

- 19.1.1 Effective upon ratification of this Agreement, the City will pay ninety percent (90%) of eligible employee's premium and eighty percent (80%) of the spouse and dependents' premiums for the following Association of Washington Cities health insurance plans:
- a. HealthFirst;
  - b. Group Health Cooperative \$10 Copay Plan.
- 19.1.2 Effective upon ratification of this Agreement through December 31, 2016, the City will pay one-hundred percent (100%) of eligible employee's premium and ninety percent (90%) of the spouse and dependents' premiums for the Association of Washington Cities High Deductible Health Plans.
- a. For employees who select a High Deductible Plan for 2016, the City will provide a notional Health Reimbursement Arrangement (HRA) of \$1,500 for employee only coverage or \$3,000 for any family coverage. The City will fund the notional HRA by preloading a benefits debit card for each employee on an annual basis. For new hire employees, notional HRA funding will be prorated based on the number of months covered for the remainder of the calendar year.
  - b. Once the deductible has been met, and the employee has also paid coinsurance costs \$1,500 above and beyond the deductible for employee only coverage, or \$3,000 above and beyond the deductible for any family coverage, the City will pay any further coinsurance costs which apply to the employee's annual out-of-pocket limit.
  - c. Any unused balance in the notional HRA will be rolled into the employee's HRA VEBA account in April of the following year.
- 19.1.3 Effective upon ratification of this Agreement through December 31, 2016, the City will pay one-hundred percent (100%) of eligible employee's, spouse, and dependents premiums for the Association of Washington Cities Plan F dental plan and Plan II orthodontia plan.
- 19.1.4 Effective upon ratification of this Agreement through December 31, 2016, the City will pay one-hundred percent (100%) of eligible employee's, spouse, and dependents premiums for the Association of Washington Cities \$25 deductible Vision Service Plan (VSP).
- 19.1.5 Effective upon ratification of this Agreement through December 31, 2016, for employees who select the HealthFirst plan or the Group Health Cooperative Copay Plan 2 \$10 Copay Plan, the City shall provide a Health Reimbursement Arrangement (HRA) through HRA VEBA, with the following annual contributions from the City:
- a. Employee only: \$580;
  - b. Employee plus dependent(s): \$1,130.

For new hire employees, HRA VEBA funding will be prorated based on the number of months covered for the remainder of the calendar year.

## ARTICLE 20 SUBCONTRACTING

- 20.1 The Employer shall not subcontract bargaining unit work without notifying the group during a Labor Management Committee meeting in advance of making the decision. If the City finds that the need for subcontracting still exists, then the City will negotiate the impacts in compliance with the law.

**ARTICLE 21 SAVINGS CLAUSE**

21.1 Should any provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation shall not invalidate the remaining portions of this Agreement, and the remaining portions shall remain in full force and effect.

**ARTICLE 22 COMPLETE AGREEMENT**

22.1 All matters not specifically covered in this Agreement shall be deemed to have been raised and disposed of as if specifically covered herein. It is agreed that this document contains the full and complete agreement on all bargainable issues between the parties hereto and for all for whose benefit this Agreement is made, and no party shall be required during the term of this Agreement to negotiate or bargain upon any issue unless mutually agreed otherwise.

22.2 Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually canceled and superseded by this Agreement.

**ARTICLE 23 TERM OF AGREEMENT**

23.1 This Agreement shall be effective upon ratification and shall remain in full force and effect through December 31, 2017. Either party may upon written notice to the other no later than ninety (90) days prior to the expiration of the Agreement of their intent to meet and negotiate a successor agreement.

23.2 Notwithstanding the provisions of Section 20.1, this Agreement and all of its terms and provisions shall continue to remain in full force and effect during the course of negotiations on a new Labor Agreement until such time as the terms of a new Agreement have been reached or an impasse has been reached and declared by the Employer and/or the Union, whichever is the sooner; provided however, in no event shall an impasse be declared earlier than one (1) year following the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

City of Des Moines

International Association of Machinists and  
Aerospace Workers District Lodge 160  
Representing the Court Clerks

By \_\_\_\_\_  
Brandon Hemming, Business Representative

By \_\_\_\_\_  
Anthony A. Piasecki, City Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

# AGENDA ITEM

## BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Labor Agreement between the City of Des Moines and the Des Moines Police Management Association

AGENDA OF: April 28, 2016

DEPT. OF ORIGIN: Human Resources

DATE SUBMITTED: April 19, 2016

**ATTACHMENTS:**

1. Labor Agreement between the City of Des Moines and the Des Moines Police Management Association

**CLEARANCES:**

- [X] Legal JG  
 [ ] Economic Development \_\_\_\_\_  
 [X] Finance Am  
 [ ] Marina \_\_\_\_\_  
 [ ] Parks, Recreation & Senior Services \_\_\_\_\_  
 [ ] Planning, Building & Public Works \_\_\_\_\_  
 [ ] Police \_\_\_\_\_  
 [ ] Courts \_\_\_\_\_

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: JA

**Purpose and Recommendation:**

The purpose of this agenda item is to approve the attached Labor Agreement between the City of Des Moines and the Des Moines Police Management Association.

**Suggested Motion**

**Motion:** "I move to approve the negotiated Labor Agreement between the City and the Des Moines Police Management Association, substantially in form as submitted, and to authorize its execution by the City Manager."

**Background:**

The Police Management Association (PMA) is a two-member bargaining unit of Police Commanders. The 2012-2013 agreement with the PMA had been extended through December 14, 2014. The City began negotiations with the PMA on July 22, 2014. After several negotiation sessions over the course of seven months, the parties were unable to reach a tentative agreement and agreed to move to mediation through the Public Employees Relations Commission (PERC). PMA mediation was placed on hold pending the outcome of the mediation between the City and the Police Guild. After the Police Guild negotiations were certified to arbitration, the PMA requested mediation. Through the mediation process, the parties reached a tentative agreement on March 22, 2016. The draft agreement was exchanged between the parties, with

one correction to address a misunderstanding concerning the clothing allowance, which will remain at the current contract language. The PMA President has signed the agreement, which is attached.

**Discussion:**

The tentative agreement includes cost of living adjustments which are not tied to the CPI-U as shown on the below chart. Had the prior formula of 100% of the Seattle-Tacoma-Bremerton CPI-U been continued, the COLA for 2016 would have been 1.6%. For 2017, the COLA would have been 100% of the CPI-U from June 2015 to June 2016. For information purposes, the CPI-U was 2.2% from February 2015 to February 2016.

The agreement also allows the Commanders to make their requested change away from the current medical plan options through the Association of Washington Cities (AWC) to the LEOFF Health and Welfare Trust Plan F, resulting in significant premium savings. The employee share of medical premiums increases to 5% for the employee upon ratification and 15% for dependents in 2017, plus the employee may take on a larger percentage of premium share depending on Plan F premium increases. This protects the City so as not to bear any medical premium increases greater than a 7.5% in any one year going forward.

Topic	2012 - 2014 Agreement				2015 - 2017 Tentative Agreement					
Wages	2012	5.2%	(3.2% COLA, 2% market adjustment)		2015	2.0%				
	2013	2.0%	(1.0% 1/1/2013 + 1.0% 7/1/2013)		2016	1.5%				
	2014	1.4%	(100% CPI-U)		2017	1.5%				
Premium Share	100% employee/90% dependents HealthFirst or Group Health \$10 Copay Plan				2015	100% employee/90% dependents HF & GHS10				
					2016	Status quo until approximately May 2016 100% employee/90% dependents HF & GHS10 ASAP after ratification 95% employee/90% dependents LEOFF Trust				
					2017	95% employee/85% dependents LEOFF Trust <i>Maximum Premium Increase for City 7.5%:</i> Up to 5% premium increase City pays 5% to 10% increase split between Employee/City Beyond 10% increase Employee pays				
Monthly Medical Contributions	<u>HealthFirst</u>	<u>Total Cost</u>	<u>City %</u>	<u>Current City Cost</u>	<u>LEOFF Trust Plan F</u>	<u>Total Cost</u>	<u>City %</u>	<u>2016 City Cost</u>	<u>City %</u>	<u>2017 City Cost</u>
	Employee	\$705.88	100%	\$705.88	Employee	\$558.19	95%	\$530.28	95%	\$530.28
	Spouse	\$711.21	90%	\$640.09	Spouse	\$631.39	90%	\$568.25	85%	\$536.68
	1 child	\$349.92	90%	\$314.93	1 child	\$347.75	90%	\$312.98	85%	\$295.59
	2 <sup>nd</sup> /more children	\$289.95	90%	\$260.96	2 <sup>nd</sup> /more children	\$182.98	90%	\$164.68	85%	\$155.53
	Full family	\$2,056.96		\$1,921.85	Full family	\$1,720.31		\$1,576.19		\$1,518.08
	HRA VEBA	\$94.16		\$94.16	HRA VEBA	\$94.16		\$94.16		\$94.16
	<b>Full family cost</b>	<b>\$2,151.12</b>		<b>\$2,016.01</b>	<b>Full family cost</b>	<b>\$1,814.47</b>		<b>\$1,670.35</b>		<b>\$1,612.24</b>
					<b>Monthly City savings/employee full family</b>			<b>(\$345.66)</b>		<b>(\$403.77)</b>

**Alternatives:**

The Council could choose not to approve the agreement and direct the management team to request further mediation.

**Financial Impact:**

When comparing this agreement to budget forecast assumptions, this agreement will result in a cost increase of \$6,080 for 2015, but provides estimated **savings** of \$5,486 in 2016 and \$17,563 in 2017.

**Recommendation/Conclusion:**

Staff recommends approval of the attached Labor Agreement.

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**DES MOINES POLICE MANAGEMENT ASSOCIATION**

**And**

**CITY OF DES MOINES**

**LABOR AGREEMENT**

**January 1, 2015 through December 31, 2017**

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## PREAMBLE

*This agreement herein contains the entire agreement between the Des Moines Police Management Association (hereinafter known as the "Association") and the City of Des Moines, Washington (hereinafter known as the "City"). The purpose of the City and Association in entering into this agreement is to set forth their complete agreement with regard to wages, hours and working conditions for the employees in the bargaining unit so as to promote the efficiency of law enforcement; public safety; the morale and security of employees covered by this agreement; and harmonious relations in which the City's Values are encouraged and practiced, giving recognition to the rights and responsibilities of the City, the Association and the employees.*

*The members of this Association are and have been designated exempt employees by the City of Des Moines. The Commanders currently, are the only exempt, fully Commissioned Police Officers in the Des Moines Police Department other than the Chief of Police. The members of this Association are part of and under the color of authority of the Des Moines Civil Service Commission.*

*The members of this association by job description are currently seconds in command for the police department and oversee the daily and special operations of the department and associated employees. Association members are required to be available by phone 24 hours a day and 7 days a week. Members are frequently required to correspond and respond at all hours of the day and night to critical incidents and inquiries. Members of the Association are expected if not required to make decisions that directly affect the lives, liberties and safety of the department's employees and the customers we serve. These final decisions and directions are commonly made in the field and are required to be done in a very timely manner. Members of the Association are also responsible to attend and present at community events and special functions. Members also are responsible to ensure operations plans are developed, staffed and implemented with the care of the community and employees at the highest level. Association members enforce policy, procedure, lawful orders, ordinances, laws and State and Federal Constitutions. They oversee, conduct and review hiring processes and internal investigations and employee reviews. Association Members develop, implement and constantly monitor department budgets and closely monitor and implement the department Strategic Plan. Association members supervise more employees than any other department within the city.*

*The above description is not all inclusive and is not meant to be. The description is there to show the careers of the Association Members are quite different than those of a standard City of Des Moines exempt employee.*

## **ARTICLE 1 - RECOGNITION AND BARGAINING UNIT**

### **Section 1.1. Definitions:**

Terms used in this agreement are defined as follows:

- A. "Employer" or "City" means the City of Des Moines, Washington.
- B. "Association" means the Des Moines Police Management Association.
- C. "Employee" means regular full time commissioned Commander(s) (in the Bargaining Unit as defined in subparagraph D). New positions shall be subject to negotiation for inclusion or exclusion in the bargaining unit.
- D. "Bargaining Unit" shall include all full time commissioned Commanders
- E. "Department" means the Des Moines Police Department.

### **Section 1.2. Recognition of the Association:**

The City recognizes the Association as the exclusive bargaining representative for all Commanders in the Des Moines Police Department.

### **Section 1.3 Association Activities:**

- A. Association members shall be granted use of City meeting space and reasonable release time from duty for Association meetings. However, the Chief of Police may require an appropriate number of Commanders remain on duty during the meeting at his discretion. On duty members must remain in ready status and respond to any calls for service. Time granted for such meetings shall not be cumulative.
- B. Not more than two (2) members of the Association's negotiating team shall be permitted to attend negotiation meetings with City representatives without loss of pay, to the extent such meetings are scheduled during the working hours of the members attending and the meetings do not affect the Department's ability to manage the Department. The City may utilize no more than two (2) representatives during negotiation meetings. The Association and the City may each have one (1) additional non-city employee representative attend and take part in negotiation meetings, but neither party may have more than three (3) representatives present during negotiation meetings. Changes of representatives by either party during negotiations shall be made through written notice at the earliest opportunity.
- C. Designated members of the Association shall be granted release time (subject to subsection B above) for all mutually agreed meetings between the City and the Association, when such meetings take place at a time during which such members are scheduled to be on duty. Meetings scheduled with City representatives during off duty hours are not considered compensated time.
- D. The City shall allow Association representatives a reasonable amount of time while on duty to process grievances. The immediate supervisor of the Association representative must authorize the activity. The City will allow Association material to be distributed to members by use of City employee mailboxes.

- E. The City shall provide space on existing bulletin board(s) in a mutually agreed upon location for the Association to post notices of meetings, elections and other items of interest to Association members. These materials may not be inflammatory or personal in nature or be derogatory about the City.
- F. The Association may utilize City copy machines, faxes, telephones and other equipment provided reimbursement is made to the City in accord with Department of Finance guidelines.
- G. Association employee representatives shall be allowed a reasonable amount of on-duty time to administer the terms of this agreement.
- H. Time off required by Association members to prepare for or attend compulsory arbitration meetings or hearings during the employee's normally scheduled work day(s), the time will be granted by the City
- I. Association officials will be allowed time off (Association Officials own leave banks) to attend training related to the administration of this Agreement.

**Section 1.4. Probationers:**

- A. The parties recognize the purpose of a probationary promotion period of employment is to provide a trial period of employment during which the City can observe the performance of the probationer before confirming the rights of permanent status.
- B. During the actual or extended promotional probationary period, the probationer shall be entitled to the protection of the grievance procedure as outlined in Article 15 - GRIEVANCE PROCEDURES; however, the determination of the employee's success or failure of probation may not be challenged under the grievance procedure. If the employee is unsuccessful in their promotional probationary period, the employee has the right to revert back to their immediately prior permanently held Civil Service rank per Civil Service rules.

**Section 1.5 Memorandum of Agreements:**

All agreements reached not otherwise included in this Collective Bargaining Agreement shall be reduced to writing in a separate Memorandum of Agreement which shall be signed by the City Manager and the Management Association representative.

**Section 1.6 Dissemination of Settled Agreement:**

Upon the settlement of the Collective Bargaining Agreement, the City will make the agreement available to each member affected by the agreement by posting it on the City's intranet.

## ARTICLE 2 - ASSOCIATION MEMBERSHIP AND DUES DEDUCTION

### **Section 2.1. Eligibility:**

The City recognizes that it shall be a condition of employment that all full time employees of the Bargaining Unit covered by this agreement shall, within 30 days of their hire date or the effective date of this agreement, whichever is later, become members in good standing of the Association and pay the dues and costs of Association membership.

### **Section 2.2. Association Membership:**

The Association accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status. Neither party shall discriminate against any employee because of membership or non-membership in the Association. However, this clause shall not restrict the Association from providing internal, Association sponsored benefits to Association members only.

### **Section 2.3. Dues Deduction:**

The following procedure shall be followed in the deduction of dues for members of the Association:

- A. The City agrees to the deduction of Association dues uniformly levied by the Association for those employees who elect to become members of the Association and who request in writing to have their regular semi-monthly Association dues deduction.
- B. Each pay period, the City shall remit to the Association all dues deducted together with a list of employees and the amount deducted from each employee. The City agrees to notify the Association of new employees within thirty (30) days of the date of hire or promotion.
- C. All employees who elect not to become members of the Association shall, in lieu of Association membership, pay to the Association a regular monthly service fee equal to the Association dues schedule in effect for that employee as a semi-monthly contribution towards the administration of this agreement. Such fees shall not exceed the maximum agency fee allowed by law. Employees failing to honor their Association security obligations shall be discharged, after thirty (30) days' written notice, at the request of the Association.
- D. The Association agrees to indemnify and hold the City harmless against any and all claims, suits, orders and other judgments brought or issued against the City by third parties as a result of any action taken by the City under the provisions of this Section, unless caused by the negligence of the City.
- E. The Association and City agree that the City will not make any other deductions on behalf of the Association, except those described above.
- F. In accordance with state law, employees covered by this Agreement who are forbidden from joining a labor organization based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member shall pay an amount of money, equivalent to regular Association dues and initiation fee, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

## **ARTICLE 3 - EMPLOYMENT PRACTICES**

### **Section 3.1. Seniority Definition:**

- A. Seniority, for the purpose of vacation bids, layoffs and reductions in rank resulting from personnel reductions, shall be defined as the employee's length of permanent service within their current rank or classification, less any adjustments due to layoff, approved leaves of absence without pay (unless otherwise agreed to by the City), periods of 24 months or less between resignation and reinstatement according to Civil Service procedures, or other breaks in service. In the case of an employee who has been reduced in rank or classification, their seniority shall include time spent in the higher rank(s) or classification(s).
- B. Seniority (unless otherwise defined elsewhere within this agreement), for all other purposes, shall be defined as the employee's length of permanent service with the City of Des Moines, less any adjustments due to layoff, approved leaves of absence without pay (unless otherwise agreed to by the City), periods of 24 months or less between resignation and reinstatement according to Civil Service procedures, or other breaks in service.

### **Section 3.2. Personnel Reduction:**

- A. Should it become necessary due to budgetary conditions, lack of work, or any other reasonable cause, to reduce the number of employees in this unit, the following basic provisions will apply: authority shall determine by classification in which layoff and/or reductions in rank are to occur. Such factors as nature of function performed, risk to overall public safety, impact on the Police Department operations, shall be weighed to determine areas where reductions can be made. Layoffs or reductions in rank of employees shall be accomplished in accordance with seniority as defined in Section 3.1.A with the least senior employees being first reduced or laid off.
- B. Layoffs, (Provided an agreement exists between the Association and the Des Moines Police Guild,) Department Re-organization or Non Disciplinary Demotion/Reduction of Rank and Bumping Rights: Personnel who are reduced in rank for non-disciplinary cause or laid off work shall have bumping rights to the next lower job classification provided: they have more total seniority with the department than the employee being bumped and have previously held permanent status in that classification. The employee will be paid at the highest rate of compensation for the class they are reduced into. For example, a Commander reduced in grade for a non-disciplinary reason to a Sergeant shall be paid at the top step Master Sergeant rate of pay. The employee will be considered vested in the reduced position and will not be subject to a probationary period.
- C. No employee is obligated to accept a reduction in rank or class and may accept the involuntary lay off termination without respect to a bumping privilege.
- D. Like work Prohibition: An employee who is reduced in rank because of lay off or restructure will not be asked or expected to routinely perform like work or work customarily performed by members of the classification from which they were reduced in rank from. Performance of such duties will be considered working out of classification and will be subject to higher compensation for working out of classification at a rate at least equal to the rate they were reduced from.

**Section 3.3. Establishment of Reinstatement Registers:**

- A. The names of employees who have been laid off or reduced in rank shall be placed upon a reinstatement register for the same classification from which lay off or reduced in rank. This reinstatement register shall be in effect for two years from the date of layoff or reduction, and shall take priority over other hiring or promotional lists.
- B. Refusal to accept regular full-time work with the Des Moines Police Department from a reinstatement register shall terminate all rights granted under this rule provided the work is in the same classification from which the employee was laid off.
- C. Order of Reinstatement - If a vacancy is to be filled from the reinstatement register, recall shall be made on the basis of length of service within the classification. The regular employee on such register who has the most service credit shall be first reinstated except in the cases of reduction in rank where reinstatement shall be made by time of service in that rank.

**Section 3.4. Employee Status When Reinstated:**

In the event a non-probationary employee leaves the service of the City due to reduction in force and within the next two years the City rehires said former employee in the same classification to which assigned at the date of reduction, such employee shall be placed at the step in the relative salary range which he/she occupied at the time of the original reduction.

Association members who are recalled from layoff per Article 3.3.C shall have their sick leave balances restored to the number of hours that were in their sick leave banks at the time of layoff, minus any hours that were cashed out.

**Section 3.5. EEO/Nondiscrimination:**

It is agreed that the City and Association are mutually obligated to provide equal employment opportunity, consideration and treatment to all employees of the Des Moines Police Department. Where the masculine or feminine gender is used in this Agreement it is used solely for the purpose of illustration and shall not be construed to indicate the gender of any employee or job applicant.

**Section 3.6. Personnel Files:**

- A. The personnel files are the property of the City and shall be kept under the direct control of the Police Chief's Office and the Human Resources Department. The City agrees that the contents of the personnel files, including the personnel photographs, shall be confidential and shall restrict the use of information in the files to internal use by the Police Department and/or Employee Services Department.
- B. All Police personnel files must be kept maintained and secured in the confines of the Police Chief's Office and the Human Resources Department. The Police Chief and the Human Resources Director, or their designee(s), shall be responsible for the privacy of such files. It is understood that staff of each office will have access and may need to review or update personnel files while conducting City business.
- C. The City shall not allow anyone other than those employees responsible for Police Department operations and/or City administration to read, view or have a copy in whole or in

part of any employee's personnel file. This provision shall not restrict such information from becoming subject to due process by any court or administrative personnel tribunal or subject to disclosure as required by state or federal law. Any time an employee's file is subject to release in whole or in part to an outside party the employee will be notified three (3) City work days prior to such release. The notice of release shall contain the following information: to whom the record was released and under what authority (i.e. search warrant court order subpoenas etc.).

- D. Employees have the right to review their own entire personnel file. Employees shall not remove any material from their files but may upon their request have a copy of any material in their files without charge.
- E. The Association's attorney of record shall be given access to employees' personnel files. Employees can also give permission for third parties to view their file. The employee shall make a formal written request naming the person authorized to view their record (i.e. a DMPMA Executive Board member, family member or their designee(s), responsible for monitoring the process. The City shall accommodate such request at a time convenient for both parties.
- F. Employees may request removal of documents and table of content pages with reference to the specific disciplinary action(s) pertaining to suspensions of less than forty (40) hours, written reprimands, and memos of concern, provided the disciplinary action occurred at least five (5) years previous to the request and same or similar incidents have not occurred for at least five (5) years from the request. If the request meets the above criteria, the Chief of Police shall have the documents removed from the requesting employee's official City personnel file

## ARTICLE 4 - HOURS OF WORK

### **Section 4.1. Work Day and Work Week:**

Recognizing that flexibility is required in the scheduling of assignments for command personnel, the normal work week shall be the equivalent of forty (40) hours per week on an annualized basis. The normal work schedule shall be four ten-hour days, Monday through Friday, with 3 consecutive days off. The Employer reserves the right to schedule individual hours of work, shift assignments, and to schedule days off. The Employer will make a reasonable effort to notify Employees of such changes thirty (30) days in advance of the change, provided the Employer has advance knowledge of the need for a change in schedule. The Employer may change regular long term schedules and work weeks, provided employees are notified three months in advance of the schedule change. The Employer agrees to meet and discuss such changes with the Association, and the three month notification requirement may be waived by mutual agreement.

### **Section 4.2. Executive Leave:**

It is recognized that employees will be required to spend additional time over and above their regular work week engaged in activities for the City. Since the employees are exempt from FLSA overtime, the parties agree that each member of the bargaining unit shall receive additional vacation time as do all other exempt City employees in the amount of **32** hours per year, accrued at a rate of 8 hours per quarter. When an employee puts in substantial additional hours, the parties shall continue the current practice concerning flex-time off.

## ARTICLE 5 - DEPARTMENTAL WORK RULES AND WORK SCHEDULES

### **Section 5.1. Notification of Work Rule Changes:**

The City agrees to notify the Association in advance of changes in departmental or City of Des Moines operating procedures or working conditions which would affect employees in the bargaining unit. Conferences to discuss such changes may be arranged prior to the time such changes would become effective. However, nothing in this section shall be construed to limit the City from exercising its management responsibilities, provided, however, that when changes in procedure or department operations would cause a reduction in force or layoff of any employee, such proposed change, including the effective date shall be provided in writing to the Association in advance of making the proposed change.

## **ARTICLE 6 - SICK LEAVE**

### **Section 6.1. Sick Leave Benefits:**

All full time employees shall accrue sick leave benefits at the rate of eight (8) hours for each calendar month of continuous employment. Regular part time employees shall accrue sick leave on a pro rata basis according to hours worked. Accrued sick leave hours shall be carried over from year to year. Employees shall not earn sick leave benefits during a suspension without pay or a leave without pay. Employees will continue to earn sick leave while on paid sick leave, vacation leave, holiday leave and/or Kelly time leave.

### **Section 6.2. Sick Leave Accrual:**

- A. LEOFF II employees shall have no maximum accrual of sick leave hours.
- B. Sick leave may be utilized according to the rules contained in the City of Des Moines Personnel Manual.
- C. Other Leaves. Medical, maternity, paternity, Family Medical Leave, military reserve training, and other leaves shall be as specified in the City of Des Moines Personnel Manual.

### **Section 6.3. Sick Leave Buy Back:**

Upon the separation from service of an employee in good standing with at least ten (10) years of service or upon the death of an employee regardless of years of service with the City of Des Moines, the City will cash out two-hundred (200) hours or 25% of the employee's sick leave balance, whichever is less. For employees with at least twenty (20) years of service, the City will cash-out four-hundred (400) hours or 50% of the employee's sick leave balance, whichever is less.

### **Section 6.4. Light Duty:**

In the event an employee becomes sick or disabled the employer may allow the employee to return to work in a light duty status. A light duty status job may be assigned so as to permit the employee to continue working within the Department in a duty capacity that the employee is physically capable of performing in accordance with the conditions set forth by the employee's physician while continuing to be paid at the employee's normal rate of salary. Such assignment is contingent upon the medical prognosis of full physical recovery from the employee's disability within a reasonable period of time. The amount of time that will be allowed for assignment to light-duty status is up to one hundred eighty (180) days; provided that the one hundred eighty (180) days period may be extended in additional 180 days increments, based upon medical prognosis for recovery. Consideration of the extension shall be based upon the medical prognosis of the employee being able to return to full employment in a reasonable period of time thereafter in accordance with the advice of a physician retained by the employer. A request for light duty status will be submitted in writing by the employee to the employer or from the employer to the employee. The City reserves the right to have a City appointed physician determine the extent of an employee's disability, ability to perform light duty and/or ability to return to full duty. The City also reserves the right to impose additional restrictions on the employee's light duty assignments based on the employee's physical ability during the injury recovery period.

## ARTICLE 7 - HOLIDAYS

### **Section 7.1 Holidays Allowed:**

The following holidays will be recognized and observed as paid holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the Friday following Thanksgiving, Christmas Day, and two floating holidays.

### **Section 7.2 Holiday Bank:**

Members of the Management Association shall receive a bank of ninety-six (96) hours of leave time on January 1 of each year in compensation for the twelve (12) holidays. The use of holiday time will be governed by the same criteria as vacation time. Employees may cash in forty (40) hours of holiday pay at the end of November to be paid on the first payday in December. Employees may cash in forty (40) hours of holiday pay at the end of October to be paid on the first payday in November. Employees must use the additional sixteen (16) hours by the end of the calendar year in which the holidays are credited.

In the event an employee uses all the holiday time and employment is terminated with the City prior to the end of the year, the remaining holiday pay will be paid back to the City out of the employee's final pay check.

## **ARTICLE 8 - EDUCATION ALLOWANCE**

### **Section 8.1. Training and Education Reimbursement Policy:**

The City recognizes the need to encourage and promote education opportunities for employees, subject to budgetary limitations.

- A. Training. The City will pay for or reimburse personnel for costs incurred in receiving required and/or approved job related training upon satisfactory completion of such training. Such training must be pre-approved by the Chief, or designee. Costs eligible for City payment or reimbursement include registration, books, and fees associated with such training. Employees must submit for pre-approval. The City may pay for job related training that is not required for the employee to maintain required certifications or commissions.
- B. Education. Subject to available budgeted funds, employees who wish to attend classes offered by schools, colleges, or universities may receive reimbursements upon successful completion ("C" grade or better) of such if the classes are pre-approved in accordance with the following: The employee must have successfully passed their initial probationary period of employment; The employee must not have received any discipline greater than a written reprimand within the last twelve (12) months; The class(es) must relate to the employee's current position or a promotional position within the employee's career path; Costs eligible for reimbursement include tuition, fees associated with such class(es), and fifty percent (50%) of books; If a commissioned officer is attending an accredited State institution, the officer shall be reimbursed based upon that institution's tuition schedule. If an officer is attending a non-State supported institution, the officer shall be reimbursed on the basis of the equivalent state institution or the University of Washington tuition schedule, whichever has the lower cost.
- C. Education reimbursements for BA degree programs must be approved by the Police Chief, the City Manager and the Human Resources Director, or their designees;
- D. Employees must submit for approval in accordance with City Policy.

### **Section 8.2. Class Attendance:**

Employees who wish to attend classes offered by schools, colleges, universities, or other training organizations must do so during their off-hours. In special cases, subject to departmental approval, an irregular work schedule may be arranged in order for an employee to attend courses that are not offered during off-hours. Hours spent by an employee while attending class or studying for such class during off-hours, will not be considered compensable hours.

### **Section 8.3. Training Allowance:**

The City will provide up to \$2,500 per year, subject to budget limitations, per bargaining unit member towards career relevant training. Members understand that should they be scheduled for training such as the FBI academy, Northwestern, or Southern Police Institute that these funds would be expected to be applied towards that training.

## ARTICLE 9 - ANNUAL LEAVE

### Section 9.1. Annual Leave:

Annual paid vacation shall be granted to all full time employees and part time employees on a pro rata basis. Paid vacation will be granted according to the following schedule:

<u>Years of Service</u>	<u>Monthly Accrual</u>	<u>Annual Carryover</u>
0 - 3 years	8 hours per month	255 hours
4 - 6 years	10 hours per month	270 hours
7-10 years	12 hours per month	285 hours
11-15 years	14 hours per month	300 hours
16+ years	16 hours per month	315 hours

Annual vacations are subject to the rules contained in the City of Des Moines Personnel Manual. Vacation leave hours used are to be considered hours worked for calculation of overtime.

## **ARTICLE 10 - PENSIONS**

Pensions for employees and contributions to pension funds will be governed by applicable Washington State Statute.

## **ARTICLE 11 - BEREAVEMENT**

Employees shall be entitled to use bereavement leave in accordance with City Policy.

## **ARTICLE 12 - MANAGEMENT RIGHTS**

### **Section 12.1. General Management Rights:**

The Association recognizes that areas of responsibilities must be reserved to management if it is to function effectively. In recognition of this principle, it is agreed that the following responsibilities are not subject to collective bargaining and are management responsibilities of the City. Unless specifically modified by sections in this Agreement, management retains the exclusive right to:

- A. To direct and supervise all operations, functions and policies of the department and to modify such operations, functions and policies as they may affect employees in the Bargaining Unit.
- B. To organize and reorganize the structure, work or reporting relationships within the department.
- C. To determine the need for a reduction or an increase in the work force whether or not a vacancy exists for purposes of this agreement in accordance with Article 3.2.
- D. To contract, sub-contract, or merge with another agency for any work, goods or services; provided that any contract or sub-contract resulting in the loss of bargaining unit positions will be discussed with the Association at least 180 days in advance. In any negotiation with a potential contractor or merger partner, the City shall include in the contract proposal language that notifies the contractor of the rights of Guild members and requires compliance with all relevant federal, state, or local statutes, in particular RCW 41.14.250-280.
- E. To discipline or discharge for just cause.
- F. To determine the promotional opportunities and need for and qualifications of employees, transfers and promotions in a manner consistent with State law, Civil Service rules, or other specific provisions of this Agreement.
- G. To determine job descriptions and job content.
- H. To implement new, and to revise or discard old methods, procedures, materials, equipment, facilities and standards.
- I. To assign work and equipment, schedule employees, and establish and change work schedules.
- J. To determine the City budget and financial policies.
- K. To establish and administer a personnel system which provides for all types of personnel transactions, including determining the procedures and standards for hiring, promotion, transfer, assignment, layoff, discipline, retention, and classification of positions in a manner consistent with State law, Civil Service rules, or other specific provisions of this Agreement.
- L. To establish reasonable work and productivity standards and from time to time to change those standards.
- M. Select and determine the number of employees, including the number assigned any particular work; and increase or decrease that number.
- N. To make, establish, and enforce safety rules, operational policies and procedures, and rules of conduct for the department.
- O. To inspect locker or other spaces assigned to Employees provided notice is granted to the Employee.

## **ARTICLE 13 - PERFORMANCE OF DUTY**

### **Section 13.1. Non-Strike Provisions:**

Nothing in this agreement shall be construed to give an employee the right to strike and no employee shall strike or refuse to perform his assigned duties to the best of his ability. The Association agrees that it will not condone or cause any strike, slowdown, mass sick call, or any other form of work stoppage or interference to the normal operation of the Des Moines Police Department.

### **Section 13.2. Performance of Duty:**

It is agreed that all members of the bargaining unit shall perform all functions and duties required by laws of the State of Washington, ordinances of the City of Des Moines, and Civil Service rules and regulations and operating policies of the department.

## **ARTICLE 14 - GRIEVANCE PROCEDURE**

### **Section 14.1. Grievance Definition:**

Any dispute between the Employer and the Association or between the Employer and any employee covered by this Agreement concerning the application, claim of breach or violation of the express terms of this Agreement shall be deemed a grievance.

### **Section 14.2. Representation During Grievances:**

Grievances processed through Step 3 under Section 14.5 below of the grievance procedure shall be heard during normal City working hours unless stipulated otherwise by the parties. Employee representatives involved in such grievance meetings during their normal City working hours shall be allowed to do so without suffering a loss in pay.

### **Section 14.3. Exceptions to Time Limits:**

Any time limits stipulated in the grievance procedure may be extended by mutual agreement in writing. Failure by the Association and/or employee to comply with any time limitation in this Article shall constitute withdrawal of the grievance. Failure by the Employer to comply with any time limitation in this Article shall allow the Association and/or the employee to proceed to the next step without waiting for the Employer to reply at the previous step.

### **Section 14.4. Class Action:**

A grievance in the interest of a majority of the employees in a bargaining unit shall be reduced to writing by the Association (containing all information referenced in Step 1 below) and may be introduced at Step 2 of the grievance procedure and be processed within the time limits set forth herein.

### **Section 14.5. Steps and Time Limits:**

A grievance shall be processed in accordance with the following procedure:

**Step 1.** A grievance shall be reduced to writing and presented by the aggrieved employee and/or the Association representative within twenty-one (21) calendar days of when the employee knew of the alleged contract violation to the employee's immediate supervisor. The written grievance shall contain the section(s) of the Agreement allegedly violated, the nature of the alleged violation and the remedy sought. The parties agree to make every effort to promptly settle the grievance at this stage. The immediate supervisor shall answer the grievance within seven (7) calendar days after being notified of the grievance.

**Step 2.** If the grievance is not resolved as provided in Step 1, or if the grievance is initially submitted at Step 2 pursuant to Section 14.4 Class Action, the grievance shall be forwarded within fourteen (14) calendar days after receipt of the Step 1 answer. Said grievance shall be submitted by the Association to the City Manager with a copy to the Police Chief. The City Manager or a designee shall investigate the grievance and, if deemed appropriate, shall

convene a meeting between the appropriate parties within fourteen (14) calendar days of the receipt of the grievance. The City Manager shall thereafter forward a written reply within fourteen (14) calendar days after receipt of the grievance or the meeting between the parties, whichever occurs later.

**Step 3.** If the grievance is not resolved by the City Manager, the grievance may, within fifteen (15) calendar days, be referred to a mediator. The Association or the City Manager shall forward a request to the executive director of the Public Employment Relations Commission (PERC) to assign a mediator from his or her staff. Upon designation of the mediator, the parties will make every attempt to schedule a date for mediation within fifteen (15) days.

- a. Proceedings before the mediator shall be confidential and informal in nature. No transcript or other official record of the mediation conference shall be made.
- b. The mediator shall attempt to ensure that all necessary facts and considerations are revealed. The mediator shall have the authority to meet jointly and/or separately with the parties and gather such evidence as deemed necessary.
- c. The mediator shall not have the authority to compel resolution of the grievance. If the mediator is successful in obtaining agreement between the parties, he/she shall reduce the grievance settlement to writing. Said settlement shall not constitute a precedent unless both parties so agree.
- d. If mediation fails to settle the dispute, the mediator may not serve as an arbitrator in the same matter nor appear as a witness for either party. Nothing said or done in mediation may be referred to or introduced into evidence at any subsequent arbitration hearing.

**Step 4.** Arbitration Procedure. If the grievance is not settled in accordance with the foregoing procedures, the Association or Employer may refer the grievance to arbitration within thirty (30) calendar days after the completion of mediation or in the event mediation is bypassed, within thirty (30) calendar days after completion of Step 3. If the request for arbitration is not filed by the Association staff representative or the Employer within thirty (30) calendar days, the Association or Employer waives its right to pursue the grievance through the arbitration procedure. The City and the Association shall attempt to select a sole arbitrator by mutual agreement. In the event the parties are unable to agree upon an arbitrator, either party may request the Public Employment Relations Commission (PERC) to submit a panel of nine (9) arbitrators. Both the City representative and the Association representative shall have the right to strike four (4) names from the panel. The party striking the first name shall be determined by a flip of a coin. The other party shall then strike the next name and so on. The remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Association requesting that he/she set a time and place subject to the availability of the City and the Association representatives.

#### **Section 14.6. Special Provisions:**

- A. Each party shall bear the cost of the preparation and presentation of its own case.
- B. The term "Employee" as used in this article shall mean an individual employee, a group of employees, and/or their Association representative.
- C. An aggrieved party shall be granted time off without loss of pay for the purpose of attending a hearing on a grievance.

- D- A grievance may be entertained in, or advanced to, any step in the grievance procedure if the parties so jointly agree.
- E Any grievance shall be considered settled at the completion of any step if the Employee is satisfied or deemed withdrawn if the matter is not appealed within the prescribed period of time.
- F. Grievance claims involving retroactive compensation shall be limited to one hundred twenty (120) days prior to the written submission of the grievance.

#### **Section 14.7. Discipline:**

Disciplinary actions at a level equal to or greater than a suspension of eight hours of work, demotions, and terminations may be processed through the grievance procedure established under this Article, provided that, in no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by Department Policy, City Ordinance or other applicable law.

The time period for filing a grievance regarding disciplinary action that is subject to appeal under this Agreement, as well as the standard of review, shall be the same as that provided in a disciplinary appeal that may be filed with the Civil Service Commission. A grievance regarding disciplinary action may only be filed by a signatory of this Agreement. Grievances regarding discipline shall proceed through steps 1 through 2, as appropriate, of the grievance process. In the event the grievance is not resolved at one of the first two steps, the Association and the City agree that step 3, Mediation, shall be skipped and the grievance shall proceed per the provisions of step 4, Arbitration.

#### **Section 14.8. Arbitrator's Authority:**

In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows: The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and the power shall be limited to the interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration. The decision of the arbitrator shall be final, conclusive and binding upon the City, the Association, and the employee(s) involved. The cost of the arbitrator shall be borne equally by the City, and the association, and each party shall bear the cost of presenting its own case. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator. Any arbitrator selected under Section 14.5, Step 4 of this Article shall function pursuant to the rules and regulations of the Federal Mediation and Conciliation Services unless stipulated otherwise in writing by the parties to this Agreement.

#### **Section 14.9. Election of Remedies**

An employee covered by this Agreement must -- upon initiating objections relating to disciplinary action at a level equal to a suspension of eight hours of work or more, demotion or termination—use either the grievance procedure established under this Agreement or pertinent Civil Service procedures regarding disciplinary appeals. Should the employee attempt to adjudicate their objections(s) relating to a disciplinary action through both the grievance procedure and the Civil Service Commission, the grievance shall be considered withdrawn upon first notice that an appeal has been filed with the Civil Service Commission.

**Section 14.10. Retroactivity:**

Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based that date being twenty-one (21) calendar days or less prior to the initial filing of the grievance.

## **ARTICLE 15 - POLICE OFFICERS' BILL OF RIGHTS**

A relationship of trust and confidence between employees of the Des Moines Police Department and the community they serve and between employees of the Des Moines Police Department and their Employer is essential to effective law enforcement. Police employees must be free to exercise their best judgment and to initiate law enforcement action in a reasonable, lawful, and impartial manner. In addition, law enforcement employees are obligated to respect the rights of all people, and the Employer is obligated to respect the rights of its employees.

It is essential public confidence be maintained in the ability of the Employer to investigate and properly adjudicate complaints against its employees. The rights of the employee, as well as those of the public, must be protected.

The parties are committed to resolving internal investigation matters involving members of the Association in a manner that is expeditious, fair, and thorough, and is designed to resolve issues at the lowest possible level.

An investigation based on a complaint must be conducted in an open and fair manner, with the truth as the primary objective. The Employer accepts complaints against any of its employees and fully investigates all such complaints to the appropriate disposition.

The Employer has acknowledged its responsibility by establishing a system of complaint and disciplinary procedures which not only shall subject the employee to corrective action when improper action is evident, but also shall provide procedural protection to all employees throughout all steps of this process.

It is the purpose of these procedures to provide a prompt, just, and open disposition of complaints regarding the conduct of employees of the Des Moines Police Department. To this end, the Employer welcomes constructive and valid criticism of Employer procedures and complaints against its employees from concerned citizens of the community and from employees.

### **Section 15.1. Internal Investigations**

When an internal investigation is being initiated regarding an employee, for an act that could lead to punitive action, including dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer, for purpose of punishment, and because of such investigation he/she is being interrogated, such interrogation shall be conducted under the following terms and conditions:

- A. An internal investigation is defined as a formal inquiry into an allegation that an employee or employees violated a law or a department policy or regulation that is supported by reasonable cause to believe the violation may have occurred as alleged. Preliminary investigations which are conducted to determine if reasonable cause exists to conduct an internal investigation, informal discussions regarding work performance, and meetings to discuss performance evaluations and Personal Action Forms are not internal investigations and not the subject of this Article. Nothing in this Article or agreement prohibits an employee from invoking his or her right to have a representative present during a preliminary investigation, discussion, or meeting if the employee reasonably believes disciplinary action might result.
- B. Any employee who is the subject of an investigation shall be informed, in writing, at least seventy-two (72) hours or 3 business days, before any interview of the following: That the employee is considered a subject of the investigation, at that stage, the nature of the investigation, who is the complainant and/or the victim (unless the employer has reasonable grounds to believe by doing so the complainant and/or victim would be in danger), what

allegedly took place, when it allegedly happened, and where it allegedly happened. The employee shall also be afforded an opportunity and facilities to contact and consult with his or her Association representative, and to be represented by the Association representative to the extent permitted by law. The employee under investigation and the Association shall be informed in writing of the nature of the investigation and the person in charge of the investigation, and will be allowed to bring an attorney or Association Representative to represent him/her in the matter when the investigation may involve any discipline up to and/or including termination of the employee.

- C. All interviews shall be limited in scope to activities, circumstances, events, conduct or actions that are the subject of the investigation. If additional information is developed on a subject not related to the initial charge(s), questioning may not commence on the additional information, and the employee and Association shall be notified of additional charges in writing. At the cost of the requesting party and in accordance with Washington State Law, RCW 9.73, the employee or City may request that an investigation interview be recorded, either mechanically or by a stenographer. There can be no "off-the-record" questions. Upon request, the employee under an investigation shall be provided an exact copy of any written statement the employee has signed, or at the employee's expense a verbatim transcript of the interview.
- D. The interview of any employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigency of the interview dictates otherwise. Interviews shall be completed under circumstances devoid of improper intimidation or coercion. The employee shall be entitled to such reasonable intermissions as the employee shall request for personal necessities, meals, telephone calls, consultation with his/her representative, and rest periods.
- E. If prior to or during an internal investigation interrogation of an employee it is determined he/she may be charged with a criminal offense, he/she shall immediately be informed of his/her constitutional rights;
- F. Employees retain all of their constitutional rights. During an investigation in which an employee has been advised of their Garrity warnings, the employee will be compelled to answer questions directly related to and narrowly focused on the investigation. However, any information gained from the employee cannot be used against that employee in any criminal investigation.
- G. Disciplinary actions may include, but not limited to, the following: verbal warning, written reprimand or written letters of warning, loss of accrued vacation days, suspension, demotion, or discharge. Discipline shall generally be progressive in nature except where the offense warrants higher levels of discipline as determined by the Chief of Police.
- H. No employee shall be required to take a polygraph test and no adverse comment may be included in his/her personnel file or disciplinary hearing for his/her declining to take such polygraph test; (RCW 49.44.120)
- I. Lockers or other space assigned to an employee is considered public property and may be inspected without consent, provided the employee or Association representative has a right to be present.
- J. The employee shall not be subjected to profane language, nor shall the employee be threatened with dismissal or other disciplinary punishment as a guise to obtain the resignation of the employee. The Chief of Police will endeavor to impose discipline in a manner that is least likely to embarrass the employee.

- K. Should any section, subsection, paragraph, sentence, clause or phrase in this article be declared unconstitutional or invalid, for any reason, such decision shall not affect the validity of the remaining portions of this article.
- L. The Association recognizes the administration's effort to improve procedures involving complaints against its members. In an effort to ensure that these procedures are accomplishing their goals, there will be a review, as needed, of the procedures in a meeting between the Association and the Chief of Police.

### **Section 15.2 Investigation Timeline:**

If an employee is facing discipline due to an internal investigation, the following shall govern the timeliness of the investigation:

- A. Internal Investigations shall be completed within ninety (90) calendar days, subject to the provisions of paragraph 2, 3, and 4 below. In the event the internal investigation has not been completed within (90) days, and no notice of extension has been provided to the Association and employee, a grievance may be filed. In the event exigent circumstances such as an Emergency Declaration is declared by the City Manager or Governor, timelines relating to internal investigations will stop until the emergency no longer exists.
- B. The Employer shall notify the employee and the Association by way of Statement of Charges at the start of the internal investigation and upon completion of an internal investigation with a Memorandum of Finding, or a Loudermill process.
- C. Internal Investigations may be extended due to determined, exigent circumstances beyond the control of the Employer or Association. Such circumstances shall include the following: (a) complexity of the investigation, (b) pre-scheduled, extended leave (including extended annual leave or mandatory training) or unexpected illness of personnel integral to the investigation, (c) unavailability of witnesses after reasonable efforts to locate, (d) undue delays in transcription of interview recordings, (e) delays caused by the Association or its representatives, (f) the Chief of Police may request an extension to review completed investigation files or (g) emergencies. Investigations covered by this paragraph may also be extended if the Chief of Police requests specific, additional investigation. An extension on this basis shall require the notification in paragraph 4 below and shall be only for such time necessary to complete the additional investigation but no more than thirty (30) additional days at a time without additional notification. If the reason for the additional time stated in the extension request does not fall under paragraph three (3) above, the extension must be agreed upon by the Employer and the Association.
- D. The Employer shall notify the employee being investigated and the Association of any extension. The notification shall include the following information: (a) when the Employer anticipates completing the investigation, and (b) explanation of the reason for the extension. If the investigation is not completed on the anticipated completion date the notification shall be repeated. An extension on this basis shall be only for such time necessary to complete the additional investigation but no more than thirty (30) additional days at a time without additional notification.
- E. The Employer's obligation to limit extensions of investigations under paragraph 3 shall be subject to the grievance procedure in Article 16, to include arbitration.
- F. In the event an internal investigation has identified possible criminal conduct the internal investigation may be suspended pending the outcome of the criminal investigation and judicial process. This will stop all time clocks as relating to internal investigations.

- G Investigations shall be deemed completed when the employee is advised of the Employer's memorandum of findings, pre-discipline process begins (Loudermill) or in the event the investigation has determined the allegations are not sustained and a final review is completed by the Chief of Police.
- H At the conclusion of the investigation and no later than (3) business days, (not to include weekends) prior to a pre-disciplinary process, the employee and the Association shall be advised of the results of the investigation and the recommended disposition (which may be a range of possible dispositions). The employee and the Association shall be provided with a copy of the complete investigatory file no less than (3) business days, not to include weekends, prior to the pre-disciplinary process, for the employee to prepare a response at the disposition hearing
- I Complaints not meeting the severity of internal investigations will be investigated. Investigations arising out of these complaints shall be completed within thirty (30) calendar days and subject to the provisions of paragraph C, and D above in the event the investigation requires additional time for completion. If the investigation is not completed within forty five (45) calendar days, and subject to the provisions of paragraph C, and D above no discipline shall be discharged. The original complaint and all the attendant documentation shall be removed from the employee's disciplinary and personnel records. The affected employee and the Association shall be notified in writing of the findings of these investigations within 7 business days, not including weekends, of the completion of the investigation.

### **Section 15.3. Psychological and Medical Evaluations:**

The purpose of this Section is to balance the interest of the Employer in obtaining a psychological and medical evaluation of an employee to determine the employee's fitness for duty and the interest of the employee in having those examinations being conducted, in the least intrusive manner as possible, and in a manner as to protect the employee's right to privacy.

- A. **Conditions Under Which Evaluations Will Take Place:** No evaluation will take place without there being a reasonable suspicion to believe that an employee is psychologically or medically unfit to perform the job. If the employer has facts which provide reasonable suspicion that an employee may be unfit for duty, the employer will bring those facts to the attention of a doctor chosen from a list of doctors previously agreed to by the Employer and the Association. In the event the City and the Association do not reach agreement on an appropriate list, the City may select a doctor of its choosing. The employer may refer the employee to the selected doctor for evaluation. Any relevant medical history of the employee which the examining doctor requests shall be released by the employee only to the examining doctor. Whenever an employee is directly involved in an incident which results in a fatality, the employee will be required to have a psychological assessment and counseling prior to returning to full duty. Employees who are indirectly involved in such fatal incidents are encouraged to seek psychological assessment and counseling. The City will continue to pay for these visits.
- B. **Results of the Evaluation:** The doctor will issue a written report to the employer and the employee. The only information which the doctor may disclose shall be whether the employee is fit or unfit for duty or requires modified work conditions, and the prognosis for recovery. Additionally, where the cause of the unfitness is duty related, the doctor shall disclose that cause. If the doctor believes the employee is fit for duty but needs modified work conditions and/or continued treatment, the doctor will indicate what modifications and/or treatment are necessary and the extent and projected duration of the modification and/or treatment plan.

The employee shall follow the prescribed treatment plan. The doctor will keep all data that has been made available to him or her confidential and not release it to any party except the employee. Modified work conditions may include light duty assignments as provided in Section 6.4. Light Duty.

- C. If the employee is referred back to work by the doctor, but the employer still has reasonable suspicion that the employee remains psychologically or medically unfit to perform the job, employer may again refer the employee back to the original evaluating doctor for further evaluation.
- D. The employer has the right to send a pre-evaluation and/or post-evaluation questionnaire to the doctor listing any expectations, responsibilities and/or concerns the employer may have relating to the employee. The doctor will determine if the employee is capable of fulfilling the expectations and responsibilities outlined and clear up the concerns specified. The doctor shall provide such written determination to the employer prior to the employee's return to full duty.
- E. As used in this section, "doctor" refers to a physician, psychologist or psychiatrist.
- F. This section shall not be interpreted to limit the City's or employee's rights, obligations, or access to information under the rules and regulations applicable pursuant to the Americans with Disabilities Act, Family Medical Leave Act, or Worker's Compensation statutes.
- G. The Association/Employee shall have an opportunity at its expense, to discuss with the Employer's examining professional their conclusion and reasons therefore. If the Employee believes that the conclusions of the examining professional are in error, they may obtain an additional examination at their own expense and the Employer will provide the examining professional with documents which were utilized by the Employer's examining professional. In the event, the Employee and/or Association seek to contest the conclusion of the first examining professional, the Employee's report shall be in writing and shall be available to the Employer. The report shall be kept as confidential medical information and any use outside of the accommodation or fit for duty process shall be subject to a written medical release by the Employee. The Employee shall authorize the second examining professional to respond to reasonable questions clarifying the opinion, at the Employer's expense. Nothing herein prohibits the examining professionals from making safety disclosures required by law.

Should an Employee Grieve a disciplinary or discharge action taken as a result of an examination, the Employer shall allow release of the examination and supporting documents upon which it relies for the action, and all other prior examinations of the Employee.

Should an Employee Grieve a demotion, discharge or other action subject to the Grievance process, taken as a result of an examination, the Employer and Employee shall allow release of all examinations and supporting documents upon which it will rely in the proceedings, and all other prior examinations of the Employee determined to be relevant by the Arbitrator after a confidential review.

#### **Section 15.4 Officer involved Critical Incidents:**

Any time a critical incident occurs the following will apply:

- A. Upon arrival at a scene where use of a firearm has taken place, representatives of the Employer shall only request from the employee Public Safety Information needed to secure the scene and

identify and apprehend any perpetrators of the crime who may be at large. The Employer will not question the employee(s) regarding any non-essential information regarding the incident.

- B. The employee involved in a critical incident will be given reasonable accommodations to have contact with any persons allowed under RCW 5.60.060 (spouse, clergy, peer support, etc.)
- C. The case investigation will be made available to the Association or its attorney, upon request when completed and available to the department.
- D. The Employer must preserve a chain of custody for the weapon or weapons utilized in an incident and the employee may be immediately issued a replacement weapon or weapons (department issued weapons only) unless circumstances as determined by Command Staff deem it inappropriate to do so.
- E. If there are multiple investigators assigned because concurrent investigations are underway, the investigators will coordinate so one investigator will be primarily responsible for the interview. All attempts will be made to minimize the need for successive interviews.
- F. During the interview of the employee relating to a critical incident, the employee will be given reasonable breaks and periods to prepare for the interview, and be given the right to consult with legal counsel and /or Association representation prior to and during the interview upon request. If requested, the interview may be postponed until the employee has been able to seek professional counseling before the interview takes place.
- G. If the incident is captured on video, the employee will be allowed to review the video prior to any statement being made unless the investigation has determined possible criminal culpability by the involved employee.
- H. At the option of the Employer (considering input from the affected employee and/or Association Representative), the employee shall be placed on administrative duty or administrative leave. Employees placed on either of these two leaves will revert to a weekly (Monday through Friday) dayshift work schedule for interview and administrative availability.
- I. While on administrative assignment, the employee will be allowed access to the employee's choice of counselors or doctors without loss of pay or benefits to the employee for a reasonable period determined by the employer and under medical coverage plan options.
- J. When either the employee or the Employer believes the employee should return to the employee's regular assignment, at the Employer's option, the employee shall provide documentation from his/her counselor or doctor indicating the employee is fit to return to his/her regular duties or to modified duties. The Employer at its option may request (at their expense) an independent examination of fitness for duty.
- K. After returning to duty, the employee will be encouraged and allowed full access to counselors without loss of pay or benefits to the employee while participating in a Department/City approved program.
- L. The Association President, or his designee, will be advised as soon as possible of any change(s) or deviation from the Officer Involved Shooting (310) policy is made by the Chief of Police or his designee.

### **Section 15.5. Legal Representation**

- A. The City agrees to provide a legal defense for an Association member in defense of criminal charges brought pursuant to CrRLJ 2.1(c) against the Officer for acts and/or omissions occurring while the member was acting in good faith in the performance or purported failure

to perform his/her official duties. If a prosecutor files criminal charges as a result of the complaint being brought pursuant to CrRLJ 2.1(c), the City's obligation to provide a legal defense shall terminate immediately, except that the reimbursement provisions of 15.P. shall apply.

- B. If an Association member is prosecuted for acts and/or omissions occurring while the member was acting in good faith in the performance or purported failure to perform his/her official duties, the City shall reimburse the member for legal defense, in an amount up to \$100,000, if the member is not convicted or does not suffer any other disposition of the criminal complaint that is adverse to him or her. (e.g. An acquittal due to a finding of not guilty by reason of insanity; a dismissal by reason of incompetency, pursuant to chapter 10.77 RCW; a dismissal entered after a period of probation, suspension, or deferral of sentence; or an Alford plea.)

## **ARTICLE 16 - COMPENSATION**

### **Section 16.1. Salaries:**

- A. Effective January 1, 2015, base wages shall increase 2.0% representing a cost of living adjustment.
- B. Effective January 1, 2016, base wages shall increase 1.5% representing a cost of living adjustment.
- C. Effective January 1, 2017, base wages shall increase 1.5% representing a cost of living adjustment.

### **Section 16.2. Off Duty Employment:**

An employee who wishes to engage in additional employment, during off-duty hours must first submit a written request seeking approval to the Chief of Police and receive the Chief's approval before accepting the employment. In doing so, the employee will: (1) name the company and/or employer, (2) fully describe the nature of the work to be performed, (3) list hours of work, and (4) obtain from the company/employer an agreement in a form approved by the City that indemnifies, releases and holds the City harmless from any liability arising from the employee's discharge of his/her duties as an employee of the company/employer. If the employee complies with the above requirements, the Chief shall authorize an employee to perform other employment during off-duty hours provided such employment does not: (1) interfere with the efficiency of law enforcement and public safety; (2) interfere with the employee's performance of regular police duties; (3) detract from the image of the police profession; (4) conflict with the Employer's published policies and regulations; (5) involve the use of department uniforms or equipment unless authorized in writing by the Chief of Police; (6) involve work in conjunction with or in any capacity with a tow company, taxicab or ambulance company; (7) involve work upon any commercial premises where intoxicants are served for public consumption except in a security capacity; (8) follow or result in an unusual sick or absence record in an employee's primary police employment; (9) conflict with departmental regulations or policy governing outside employment (10) involve misuse of the commission; (11) adversely affect the department's image or efficiency; or (12) relate to any activity of a law enforcement nature.

This article also applies to off-duty work with volunteer groups. Time worked in off-duty employment, for anyone other than the City of Des Moines, is not recognized as hours worked on duty.

The Management Association agrees to appoint a member of the Bargaining Unit to coordinate off duty scheduling. The Management Association agrees that hours worked for off duty employment for anyone other than the City shall not be counted as hours worked on duty regardless of who pays the Employee.

### **Section 16.3. Working Out of Classification:**

- A. Any employee who is assigned to perform duties of a higher paying classification for periods of 40 consecutive hours (regardless of days off) or more, shall be paid at the rate of the higher classification. If the Department does not have a Deputy Chief assigned, the acting employee shall receive acting pay of five percent (5%) of pay.

- B. The Chief of Police must make formal acting assignments before provisions of this section apply, naming person placed in temporary classifications, temporary rank, and length of time employee will be working out of his/her regular classification.

**Section 16.4. Educational Incentive:**

Educational Incentives - Educational incentive pay will be paid to Employees with a qualifying AA or AS degree equal to 2.5% base pay, 4% for a BA or BS degree, and 5% for an MA, MS, MPA or JD. Qualifying degrees are Police Science, Political Science, Sociology, Psychology, Community Service, Business Administration, Criminology, Law, Criminal Justice, Public Administration, and any other degrees approved by the Chief of Police. Employees currently earning educational incentives for degrees other than those listed will continue to receive such pay and the increases itemized in this Agreement.

**Section 16.5. Clothing and Equipment:**

- A. The Employer agrees to provide all uniform clothing and equipment which an employee is authorized to wear and authorized to purchase by the Chief of Police.
- B. The Employer agrees to provide necessary cleaning of all such clothing and equipment.
- C. The Employer agrees to replace or repair clothing and equipment which is damaged in the line of duty including "fair wear and tear".
- D. Commanders shall be granted a clothing allowance for non-uniform clothing of 1% of base pay per year. Cleaning shall be provided as defined in Subsection B above.

**Section 16.6. Compensation for Training:**

The City agrees to compensate any employee for training time which is a result of an employee's required attendance at any symposium, seminar, or training school.

**Section 16.7. Retiree Rights:**

Effective the first of the month after ratification of this agreement. An employee separating from service in good standing with five (5) or more years of service with the Des Moines Police Department, and who meets LEOFF eligibility requirements to receive retirement benefits will receive a retiree badge and commission card from their last duty assignment served.

An employee separating from service, in good standing with twenty (20) or more years of service as a Commissioned and/or Certified Police Officer, and the last five (5) or more years of service with Des Moines Police Department, and who meets meeting LEOFF eligibility requirements to receive retirement benefits will additionally receive their duty weapon at retirement.

The Chief of Police shall have the discretion to issue or deny department equipment to the retiree under certain and/or exceptional circumstances.

## ARTICLE 17 - INSURANCE COVERAGE

### Section 17.1. Health Care Insurance:

The following health care plans are offered to bargaining unit members:

Medical, Dental, and Vision: Regular full-time employees and regular part-time employees budgeted for thirty (30) or more hours per week shall be eligible to participate in the City's health insurance plans. Premiums shall be paid by the City on behalf of all full-time employees and all part-time employees budgeted for thirty (30) or more hours per week according to the following schedule:

- A. Effective January 1, 2015, through the ratification of this agreement, the City will pay one hundred percent (100%) of eligible employee's premium and ninety percent (90%) of the spouse and dependents' premiums as described below for the following Association of Washington Cities (AWC) health insurance plans:

HealthFirst  
Group Health Cooperative \$10 Copay Plan

- B. Effective as soon as possible upon ratification of this agreement, the City will pay ninety-five percent (95%) of eligible employee's premium and ninety percent (90%) of the spouse and dependents' premiums for the following health insurance plans:

LEOFF Health and Welfare Trust Plan F  
AWC Group Health \$20 Copay Plan

- C. Effective January 1, 2017, through December 31, 2017, the City will pay ninety-five percent (95%) of eligible employee's premium and eighty-five percent (85%) of the spouse and dependents' premiums for the following health insurance plans:

LEOFF Health and Welfare Trust Plan F  
AWC Group Health \$20 Copay Plan

- D. Should the LEOFF Plan F premiums increase more than five percent (5%) in any benefit year, the amount between five percent (5%) and ten percent (10%) shall be split equally between the Employer and employee, and any amount in excess of ten percent (10%) shall be paid by the employee.

- E. In 2015 and 2016, the City will provide a Health Reimbursement Arrangement Voluntary Benefit Arrangement (HRA VEBA) with an annual City contribution of five hundred and eighty dollars (\$580) for employee only or eleven hundred and thirty dollars (\$1,130) for employee and one or more dependents.

- F. Effective January 1, 2017, for each employee who is eligible for and enrolls in one of the health plans in Section 17.1.C., the City will make the following monthly contribution to the employee's HRA VEBA account:

Employee only: forty-eight dollars and 33 cents (\$48.33)  
Employee plus dependent: ninety-five dollars and 16 cents (\$94.16)

- G. If an employee opts out of the City's medical plans entirely, the employee will receive their choice of cash or Section 457 deferred compensation payments in lieu of the medical benefits. Such payment will be equal to twenty-five percent (25%) of the City's savings, based on the premiums for the LEOFF Plan F plus the HRA VEBA contributions the City

would have paid for the employee and any spouse and/or dependents who are eligible for City medical coverage. To be eligible for such payments, the employee must provide proof of comprehensive group medical coverage through an employer or other entity that covers all individuals in a group. Individual medical insurance purchased on an individual or family basis does not qualify under this option.

- H. One-hundred percent (100%) of the premium for Washington Dental Service (WDS) Basic Plan F as provided by AWC.
- I. One-hundred percent (100%) of the premium for Orthodontia Option II as provided by AWC for all children required to be covered by dental plans at a level of \$1,000 lifetime coverage.
- J. One-hundred percent (100%) of the premium for the \$25 deductible Vision Service Plan (VSP) as provided by AWC.

The City reserves the right to select other insurance plans and carriers or to self-insure to provide the benefits outlined in Section 17.1., provided that the benefits are comparable with those currently offered.

### **Section 17.2. Long Term Disability, SIB, AD&D and Life Insurance:**

In lieu of Social Security disability and survivor benefits, the City covers all regular full-time employees and regular part-time employees budgeted for thirty (30) or more hours per week under the Long Term Disability (LTD) and Survivors Income Benefit (SIB) Plans. The LTD and SIB plans shall be at least equal to that provided by Cigna as of January 1, 2014. The City will continue to pay 100% of premiums for the SIB program and employees shall pay one-hundred percent (100%) of the premium for the LTD through payroll deduction on a post-tax basis, reimbursed by the City.

The City will provide each Association member Term Life Insurance, with Accidental Death and Dismemberment (AD&D) coverage, in an amount equal to one and one-half times (1½ x) each member's annual salary including educational pay. The City and Association agree the City will be responsible for any future increased cost and will also retain any savings resulting from a decrease in the cost of the premium.

### **Section 17.3. Forms Handling:**

- A. The Association and its membership agree to cooperate with the City in all requirements relating to insurance forms and processing such. It is mutually agreed that forms handling is a necessary part of the employee and City's duties, and that expeditious handling is in the best interest of both parties.
- B. Each employee shall be responsible for obtaining and filling out necessary application forms, change in coverage forms, or providing other information necessary to determine eligibility for insurance coverage.

### **Section 17.4. Hepatitis B Vaccination Program:**

The City will provide employees with the opportunity to receive vaccinations and the follow-up tests to help prevent contraction of the Hepatitis B virus. The program will be voluntary in nature and in accordance with applicable Washington State Law, WISHA directives, and Labor & Industry regulations, and Des Moines Police Department policies. Employees who wish to waive their opportunity to receive vaccinations and follow-up tests after exposure must sign a waiver form.

**Section 17.5. 401 Savings Plan:**

In lieu of Social Security, all Employees are covered under a qualified 401 retirement plan administered by ICMA-RC. The City will contribute an amount equal to 6.52% of the employee's wage, while the employee contributes an amount equivalent to the current employee Social Security deduction rate. To qualify for this program Employees must be full-time or regular part-time and work a minimum of 30 hours per week.

**Section 17.6. Indemnification:**

If an action or proceeding for damages is brought against an employee arising from acts or omissions made while acting or, in good faith purporting to act, within the scope of the employee's official duties, then the City will provide a defense of the action or proceeding for the employee and indemnify the employee from any damages arising from such an action or proceeding.

This protection shall also apply for any claims or suits arising from an employee's authorized off duty employment within the city limits of Des Moines; provided such claim or suit results from acts or omissions made while acting or, in good faith purporting to act, within the scope of the employee's official duties. This shall not preclude the City from recovering losses, to the extent coverage is otherwise provided by the off duty Employer or his insurer.

Indemnity and defense shall not be provided by the City for any dishonest, unlawful, fraudulent, criminal, or malicious act.

## ARTICLE 21 - TERM OF AGREEMENT

This Agreement shall become effective January 1, 2015, and remain in full force and effect through December 31, 2017.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Anthony A. Piasecki, City Manager  
City of Des Moines

  
\_\_\_\_\_  
Barry Sellers, President  
Des Moines Police Management Association

## APPENDIX A

### Des Moines Police Management Association

#### Pay Schedule

<u>Year</u>	<u>Range</u>	<u>Position</u>	<u>C</u>	<u>D</u>	<u>E</u>
2015	PMA 34	Commander	\$ 116,160	\$ 121,968	\$ 128,064
2016	PMA 34	Commander	\$ 117,912	\$ 123,804	\$ 129,996
2017	PMA 34	Commander	\$ 119,676	\$ 125,664	\$ 131,952

DES MOINES POLICE MANAGEMENT ASSOCIATION

And

CITY OF DES MOINES

LABOR AGREEMENT

January 1, 201~~5~~<sup>2</sup> through December 31, 201~~7~~<sup>3</sup>

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## PREAMBLE

*This agreement herein contains the entire agreement between the Des Moines Police Management Association (hereinafter known as the "Association") and the City of Des Moines, Washington (hereinafter known as the "City"). The purpose of the City and Association in entering into this agreement is to set forth their complete agreement with regard to wages, hours and working conditions for the employees in the bargaining unit so as to promote the efficiency of law enforcement; public safety; the morale and security of employees covered by this agreement; and harmonious relations in which the City's Values are encouraged and practiced, giving recognition to the rights and responsibilities of the City, the Association and the employees.*

*The members of this Association are and have been designated exempt employees by the City of Des Moines. The Commanders currently, are the only exempt, fully Commissioned Police Officers in the Des Moines Police Department other than the Chief of Police. The members of this Association are part of and under the color of authority of the Des Moines Civil Service Commission.*

*The members of this association by job description are currently seconds in command for the police department and oversee the daily and special operations of the department and associated employees. Association members are required to be available by phone 24 hours a day and 7 days a week. Members are frequently required to correspond and respond at all hours of the day and night to critical incidents and inquiries. Members of the Association are expected if not required to make decisions that directly affect the lives, liberties and safety of the department's employees and the customers we serve. These final decisions and directions are commonly made in the field and are required to be done in a very timely manner. Members of the Association are also responsible to attend and present at community events and special functions. Members also are responsible to ensure operations plans are developed, staffed and implemented with the care of the community and employees at the highest level. Association members enforce policy, procedure, lawful orders, ordinances, laws and State and Federal Constitutions. They oversee, conduct and review hiring processes and internal investigations and employee reviews. Association Members develop, implement and constantly monitor department budgets and closely monitor and implement the department Strategic Plan. Association members supervise more employees than any other department within the city.*

*The above description is not all inclusive and is not meant to be. The description is there to show the careers of the Association Members are quite different than those of a standard City of Des Moines exempt employee.*

## ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

### Section 1.1. Definitions:

Terms used in this agreement are defined as follows:

- A. "Employer" or "City" means the City of Des Moines, Washington.
- B. "Association" means the Des Moines Police Management Association.
- C. "Employee" means regular full time commissioned Commander(s) (in the Bargaining Unit as defined in subparagraph D). New positions shall be subject to negotiation for inclusion or exclusion in the bargaining unit.
- D. "Bargaining Unit" shall include all full time commissioned Commanders
- E. "Department" means the Des Moines Police Department.

### Section 1.2. Recognition of the Association:

The City recognizes the Association as the exclusive bargaining representative for all Commanders in the Des Moines Police Department.

### Section 1.3 Association Activities:

- A. Association members shall be granted use of City meeting space and reasonable release time from duty for Association meetings. However, the Chief of Police may require an appropriate number of Commanders remain on duty during the meeting at his discretion. On duty members must remain in ready status and respond to any calls for service. Time granted for such meetings shall not be cumulative.
- B. Not more than two (2) members of the Association's negotiating team shall be permitted to attend negotiation meetings with City representatives without loss of pay, to the extent such meetings are scheduled during the working hours of the members attending and the meetings do not affect the Department's ability to manage the Department. The City may utilize no more than two (2) representatives during negotiation meetings. The Association and the City may each have one (1) additional non-city employee representative attend and take part in negotiation meetings, but neither party may have more than ~~two (2)~~ three (3) representatives present during negotiation meetings. Changes of representatives by either party during negotiations shall be made through written notice at the earliest opportunity.
- C. Designated members of the Association shall be granted release time (subject to subsection B above) for all mutually agreed meetings between the City and the Association, when such meetings take place at a time during which such members are scheduled to be on duty. Meetings scheduled with City representatives during off duty hours are not considered compensated time.
- D. The City shall allow Association representatives a reasonable amount of time while on duty to process grievances. The immediate supervisor of the Association representative must

authorize the activity. The City will allow Association material to be distributed to members by use of City employee mailboxes.

- E. The City shall provide space on existing bulletin board(s) in a mutually agreed upon location for the Association to post notices of meetings, elections and other items of interest to Association members. These materials may not be inflammatory or personal in nature or be derogatory about the City.
- F. The Association may utilize City copy machines, faxes, telephones and other equipment provided reimbursement is made to the City in accord with Department of Finance guidelines.
- G. Association employee representatives shall be allowed a reasonable amount of on-duty time to administer the terms of this agreement.
- H. Time off required by Association members to prepare for or attend compulsory arbitration meetings or hearings during the employee's normally scheduled work day(s), the time will be granted by the City
- I. Association officials will be allowed time off (Association Officials own leave banks) to attend training related to the administration of this Agreement.

#### **Section 1.4. Probationers:**

- A. The parties recognize the purpose of a probationary promotion period of employment is to provide a trial period of employment during which the City can observe the performance of the probationer before confirming the rights of permanent status.
- B. During the actual or extended promotional probationary period, the probationer shall be entitled to the protection of the grievance procedure as outlined in Article 15 - GRIEVANCE PROCEDURES; however, the determination of the employee's success or failure of probation may not be challenged under the grievance procedure. If the employee is unsuccessful in their promotional probationary period, the employee has the right to revert back to their immediately prior permanently held Civil Service rank per Civil Service rules.

#### **Section 1.5 Memorandum of Agreements:**

All agreements reached not otherwise included in this Collective Bargaining Agreement shall be reduced to writing in a separate Memorandum of Agreement which shall be signed by the City Manager and the Management Association representative.

#### **Section 1.6 Dissemination of Settled Agreement:**

Upon the settlement of the Collective Bargaining Agreement, the City will make ~~a copy of~~ the agreement ~~for available to~~ each member affected by the agreement ~~and forward the copies to the Management Association for disbursement to the members by posting it on the City's intranet.~~

## ARTICLE 2 - ASSOCIATION MEMBERSHIP AND DUES DEDUCTION

### **Section 2.1. Eligibility:**

The City recognizes that it shall be a condition of employment that all full time employees of the Bargaining Unit covered by this agreement shall, within 30 days of their hire date or the effective date of this agreement, whichever is later, become members in good standing of the Association and pay the dues and costs of Association membership.

### **Section 2.2. Association Membership:**

The Association accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status. Neither party shall discriminate against any employee because of membership or non-membership in the Association. However, this clause shall not restrict the Association from providing internal, Association sponsored benefits to Association members only.

### **Section 2.3. Dues Deduction:**

The following procedure shall be followed in the deduction of dues for members of the Association:

- A. The City agrees to the deduction of Association dues uniformly levied by the Association for those employees who elect to become members of the Association and who request in writing to have their regular semi-monthly Association dues deduction.
- B. Each pay period, the City shall remit to the Association all dues deducted together with a list of employees and the amount deducted from each employee. The City agrees to notify the Association of new employees within thirty (30) days of the date of hire or promotion.
- C. All employees who elect not to become members of the Association shall, in lieu of Association membership, pay to the Association a regular monthly service fee equal to the Association dues schedule in effect for that employee as a semi-monthly contribution towards the administration of this agreement. Such fees shall not exceed the maximum agency fee allowed by law. Employees failing to honor their Association security obligations shall be discharged, after thirty (30) days' written notice, at the request of the Association.
- D. The Association agrees to indemnify and hold the City harmless against any and all claims, suits, orders and other judgments brought or issued against the City by third parties as a result of any action taken by the City under the provisions of this Section, unless caused by the negligence of the City.
- E. The Association and City agree that the City will not make any other deductions on behalf of the Association, except those described above.
- F. In accordance with state law, employees covered by this Agreement who are forbidden from joining a labor organization based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member shall pay an amount of money, equivalent to regular Association dues and initiation fee, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Association. The employee shall

furnish written proof that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

## **ARTICLE 3 - EMPLOYMENT PRACTICES**

### **Section 3.1. Seniority Definition:**

- A. Seniority, for the purpose of vacation bids, layoffs and reductions in rank resulting from personnel reductions, shall be defined as the employee's length of permanent service within their current rank or classification, less any adjustments due to layoff, approved leaves of absence without pay (unless otherwise agreed to by the City), periods of 24 months or less between resignation and reinstatement according to Civil Service procedures, or other breaks in service. In the case of an employee who has been reduced in rank or classification, their seniority shall include time spent in the higher rank(s) or classification(s).
- B. Seniority (unless otherwise defined elsewhere within this agreement), for all other purposes, shall be defined as the employee's length of permanent service with the City of Des Moines, less any adjustments due to layoff, approved leaves of absence without pay (unless otherwise agreed to by the City), periods of 24 months or less between resignation and reinstatement according to Civil Service procedures, or other breaks in service.

### **Section 3.2. Personnel Reduction:**

- A. Should it become necessary due to budgetary conditions, lack of work, or any other reasonable cause, to reduce the number of employees in this unit, the following basic provisions will apply: authority shall determine by classification in which layoff and/or reductions in rank are to occur. Such factors as nature of function performed, risk to overall public safety, impact on the Police Department operations, shall be weighed to determine areas where reductions can be made. Layoffs or reductions in rank of employees shall be accomplished in accordance with seniority as defined in Section 3.1.A with the least senior employees being first reduced or laid off.
- B. Layoffs, (Provided an agreement exists between the Association and the Des Moines Police Guild,) Department Re-organization or Non Disciplinary Demotion/Reduction of Rank and Bumping Rights: Personnel who are reduced in rank for non-disciplinary cause or laid off work shall have bumping rights to the next lower job classification provided: they have more total seniority with the department than the employee being bumped and have previously held permanent status in that classification. The employee will be paid at the highest rate of compensation for the class they are reduced into. For example, a Commander reduced in grade for a non-disciplinary reason to a Sergeant shall be paid at the top step Master Sergeant rate of pay. The employee will be considered vested in the reduced position and will not be subject to a probationary period.
- C. No employee is obligated to accept a reduction in rank or class and may accept the in-voluntary lay off termination without respect to a bumping privilege.
- D. Like work Prohibition: An employee who is reduced in rank because of lay off or restructure will not be asked or expected to routinely perform like work or work customarily performed by members of the classification from which they were reduced in rank from. Performance of such duties will be considered working out of classification and will be subject to higher compensation for working out of classification at a rate at least equal to the rate they were reduced from.

### **Section 3.3. Establishment of Reinstatement Registers:**

- A. The names of employees who have been laid off or reduced in rank shall be placed upon a reinstatement register for the same classification from which lay off or reduced in rank. This reinstatement register shall be in effect for two years from the date of layoff or reduction, and shall take priority over other hiring or promotional lists.
- B. Refusal to accept regular full-time work with the Des Moines Police Department from a reinstatement register shall terminate all rights granted under this rule provided the work is in the same classification from which the employee was laid off.
- C. Order of Reinstatement - If a vacancy is to be filled from the reinstatement register, recall shall be made on the basis of length of service within the classification. The regular employee on such register who has the most service credit shall be first reinstated except in the cases of reduction in rank where reinstatement shall be made by time of service in that rank.

### **Section 3.4. Employee Status When Reinstated:**

In the event a non-probationary employee leaves the service of the City due to reduction in force and within the next two years the City rehires said former employee in the same classification to which assigned at the date of reduction, such employee shall be placed at the step in the relative salary range which he/she occupied at the time of the original reduction.

Association members who are recalled from layoff per Article 3.3.C shall have their sick leave balances restored to the number of hours that were in their sick leave banks at the time of layoff, minus any hours that were cashed out.

### **Section 3.5. EEO/Nondiscrimination:**

It is agreed that the City and Association are mutually obligated to provide equal employment opportunity, consideration and treatment to all employees of the Des Moines Police Department. Where the masculine or feminine gender is used in this Agreement it is used solely for the purpose of illustration and shall not be construed to indicate the gender of any employee or job applicant.

### **Section 3.6. Personnel Files:**

- A. The personnel files are the property of the City and shall be kept under the direct control of the Police Chief's Office and the Human Resources Department. The City agrees that the contents of the personnel files, including the personnel photographs, shall be confidential and shall restrict the use of information in the files to internal use by the Police Department and/or Employee Services Department.
- B. All Police personnel files must be kept maintained and secured in the confines of the Police Chief's Office and the Human Resources Department. The Police Chief and the Human Resources Director, or their designee(s), shall be responsible for the privacy of such files. It is understood that staff of each office will have access and may need to review or update personnel files while conducting City business.
- C. The City shall not allow anyone other than those employees responsible for Police Department

operations and/or City administration to read, view or have a copy in whole or in part of any employee's personnel file. This provision shall not restrict such information from becoming subject to due process by any court or administrative personnel tribunal or subject to disclosure as required by state or federal law. Any time an employee's file is subject to release in whole or in part to an outside party the employee will be notified three (3) City work days prior to such release. The notice of release shall contain the following information: to whom the record was released and under what authority (i.e. search warrant court order subpoenas etc.).

- D. Employees have the right to review their own entire personnel file. Employees shall not remove any material from their files but may upon their request have a copy of any material in their files without charge.
- E. The Association's attorney of record shall be given access to employees' personnel files. Employees can also give permission for third parties to view their file. The employee shall make a formal written request naming the person authorized to view their record (i.e. a DMPMA Executive Board member, family member or their designee(s), responsible for monitoring the process. The City shall accommodate such request at a time convenient for both parties.
- F. Employees may request removal of documents and table of content pages with reference to the specific disciplinary action(s) pertaining to suspensions of less than forty (40) hours, written reprimands, and memos of concern, provided the disciplinary action occurred at least five (5) years previous to the request and same or similar incidents have not occurred for at least five (5) years from the request. If the request meets the above criteria, the Chief of Police shall have the documents removed from the requesting employee's official City personnel file

## ARTICLE 4 - HOURS OF WORK

### **Section 4.1. Work Day and Work Week:**

Recognizing that flexibility is required in the scheduling of assignments for command personnel, the normal work week shall be the equivalent of forty (40) hours per week on an annualized basis. The normal work schedule shall be four ten-hour days, Monday through Friday, with 3 consecutive days off. The Employer reserves the right to schedule individual hours of work, shift assignments, and to schedule days off. The Employer will make a reasonable effort to notify Employees of such changes thirty (30) days in advance of the change, provided the Employer has advance knowledge of the need for a change in schedule. The Employer may change regular long term schedules and work weeks, provided employees are notified three months in advance of the schedule change. The Employer agrees to meet and discuss such changes with the Association, and the three month notification requirement may be waived by mutual agreement.

### **Section 4.2. Executive Leave:**

It is recognized that employees will be required to spend additional time over and above their regular work week engaged in activities for the City. Since the employees are exempt from FLSA overtime, the parties agree that each member of the bargaining unit shall receive additional vacation time as do all other exempt City employees in the amount of **32** hours per year, accrued at a rate of 8 hours per quarter. When an employee puts in substantial additional hours, the parties shall continue the current practice concerning flex-time off.

## ARTICLE 5 - DEPARTMENTAL WORK RULES AND WORK SCHEDULES

### **Section 5.1. Notification of Work Rule Changes:**

The City agrees to notify the Association in advance of changes in departmental or City of Des Moines operating procedures or working conditions which would affect employees in the bargaining unit. Conferences to discuss such changes may be arranged prior to the time such changes would become effective. However, nothing in this section shall be construed to limit the City from exercising its management responsibilities, provided, however, that when changes in procedure or department operations would cause a reduction in force or layoff of any employee, such proposed change, including the effective date shall be provided in writing to the Association in advance of making the proposed change.

## **ARTICLE 6 - SICK LEAVE**

### **Section 6.1. Sick Leave Benefits:**

All full time employees shall accrue sick leave benefits at the rate of eight (8) hours for each calendar month of continuous employment. Regular part time employees shall accrue sick leave on a pro rata basis according to hours worked. Accrued sick leave hours shall be carried over from year to year. Employees shall not earn sick leave benefits during a suspension without pay or a leave without pay. Employees will continue to earn sick leave while on paid sick leave, vacation leave, holiday leave and/or Kelly time leave.

### **Section 6.2. Sick Leave Accrual:**

- A. LEOFF II employees shall have no maximum accrual of sick leave hours.
- B. Sick leave may be utilized according to the rules contained in the City of Des Moines Personnel Manual.
- C. Other Leaves. Medical, maternity, paternity, Family Medical Leave, military reserve training, and other leaves shall be as specified in the City of Des Moines Personnel Manual.

### **Section 6.3. Sick Leave Buy Back:**

Upon the separation from service of an employee in good standing with at least ten (10) years of service or upon the death of an employee regardless of years of service with the City of Des Moines, the City will cash out two-hundred (200) hours or 25% of the employee's sick leave balance, whichever is less. For employees with at least twenty (20) years of service, the City will cash-out four-hundred (400) hours or 50% of the employee's sick leave balance, whichever is less.

### **Section 6.4. Light Duty:**

In the event an employee becomes sick or disabled the employer may allow the employee to return to work in a light duty status. A light duty status job may be assigned so as to permit the employee to continue working within the Department in a duty capacity that the employee is physically capable of performing in accordance with the conditions set forth by the employee's physician while continuing to be paid at the employee's normal rate of salary. Such assignment is contingent upon the medical prognosis of full physical recovery from the employee's disability within a reasonable period of time. The amount of time that will be allowed for assignment to light-duty status is up to one hundred eighty (180) days; provided that the one hundred eighty (180) days period may be extended in additional 180 days increments, based upon medical prognosis for recovery. Consideration of the extension shall be based upon the medical prognosis of the employee being able to return to full employment in a reasonable period of time thereafter in accordance with the advice of a physician retained by the employer. A request for light duty status will be submitted in writing by the employee to the employer or from the employer to the employee. The City reserves the right to have a City appointed physician determine the extent of an employee's disability, ability to perform light duty and/or ability to return to full duty. The City also reserves the right to impose additional restrictions on the employee's light duty assignments based on the employee's physical ability during the injury recovery period.

## ARTICLE 7 - HOLIDAYS

### **Section 7.1 Holidays Allowed:**

The following holidays will be recognized and observed as paid holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the Friday following Thanksgiving, Christmas Day, and two floating holidays.

### **Section 7.2 Holiday Bank:**

Members of the Management Association shall receive a bank of ninety-six (96) hours of leave time on January 1 of each year in compensation for the twelve (12) holidays. The use of holiday time will be governed by the same criteria as vacation time. Employees may cash in forty (40) hours of holiday pay at the end of November to be paid on the first payday in December. Employees may cash in forty (40) hours of holiday pay at the end of October to be paid on the first payday in November. Employees must use the additional sixteen (16) hours by the end of the calendar year in which the holidays are credited.

In the event an employee uses all the holiday time and employment is terminated with the City prior to the end of the year, the remaining holiday pay will be paid back to the City out of the employee's final pay check.

## **ARTICLE 8 - EDUCATION ALLOWANCE**

### **Section 8.1. Training and Education Reimbursement Policy:**

The City recognizes the need to encourage and promote education opportunities for employees, subject to budgetary limitations.

- A. Training. The City will pay for or reimburse personnel for costs incurred in receiving required and/or approved job related training upon satisfactory completion of such training. Such training must be pre-approved by the Chief, or designee. Costs eligible for City payment or reimbursement include registration, books, and fees associated with such training. Employees must submit for pre-approval. The City may pay for job related training that is not required for the employee to maintain required certifications or commissions.
- B. Education. Subject to available budgeted funds, employees who wish to attend classes offered by schools, colleges, or universities may receive reimbursements upon successful completion ("C" grade or better) of such if the classes are pre-approved in accordance with the following: The employee must have successfully passed their initial probationary period of employment; The employee must not have received any discipline greater than a written reprimand within the last twelve (12) months; The class(es) must relate to the employee's current position or a promotional position within the employee's career path; Costs eligible for reimbursement include tuition, fees associated with such class(es), and fifty percent (50%) of books; If a commissioned officer is attending an accredited State institution, the officer shall be reimbursed based upon that institution's tuition schedule. If an officer is attending a non-State supported institution, the officer shall be reimbursed on the basis of the equivalent state institution or the University of Washington tuition schedule, whichever has the lower cost.
- C. Education reimbursements for BA degree programs must be approved by the Police Chief, the City Manager and the Human Resources Director, or their designees;
- D. Employees must submit for approval in accordance with City Policy.

### **Section 8.2. Class Attendance:**

Employees who wish to attend classes offered by schools, colleges, universities, or other training organizations must do so during their off-hours. In special cases, subject to departmental approval, an irregular work schedule may be arranged in order for an employee to attend courses that are not offered during off-hours. Hours spent by an employee while attending class or studying for such class during off-hours, will not be considered compensable hours.

### **Section 8.3. Training Allowance:**

The City will provide up to \$2,500 per year, subject to budget limitations, per bargaining unit member towards career relevant training. Members understand that should they be scheduled for training such as the FBI academy, Northwestern, or Southern Police Institute that these funds would be expected to be applied towards that training.

## ARTICLE 9 - ANNUAL LEAVE

### Section 9.1. Annual Leave:

Annual paid vacation shall be granted to all full time employees and part time employees on a pro rata basis. Paid vacation will be granted according to the following schedule:

<u>Years of Service</u>	<u>Monthly Accrual</u>	<u>Annual Carryover</u>
0 - 3 years	8 hours per month	255 hours
4 - 6 years	10 hours per month	270 hours
7-10 years	12 hours per month	285 hours
11-15 years	14 hours per month	300 hours
16+ years	16 hours per month	315 hours

Annual vacations are subject to the rules contained in the City of Des Moines Personnel Manual. Vacation leave hours used are to be considered hours worked for calculation of overtime.

## ARTICLE 10 - PENSIONS

Pensions for employees and contributions to pension funds will be governed by applicable Washington State Statute.

## ARTICLE 11 – BEREAVEMENT

Employees shall be entitled to use bereavement leave in accordance with City Policy.

## ARTICLE 12 - MANAGEMENT RIGHTS

### Section 12.1. General Management Rights:

The Association recognizes that areas of responsibilities must be reserved to management if it is to function effectively. In recognition of this principle, it is agreed that the following responsibilities are not subject to collective bargaining and are management responsibilities of the City. Unless specifically modified by sections in this Agreement, management retains the exclusive right to:

- A. To direct and supervise all operations, functions and policies of the department and to modify such operations, functions and policies as they may affect employees in the Bargaining Unit.
- B. To organize and reorganize the structure, work or reporting relationships within the department.
- C. To determine the need for a reduction or an increase in the work force whether or not a vacancy exists for purposes of this agreement in accordance with Article 3.2.
- D. To contract, sub-contract, or merge with another agency for any work, goods or services; provided that any contract or sub-contract resulting in the loss of bargaining unit positions will be discussed with the Association at least 180 days in advance. In any negotiation with a potential contractor or merger partner, the City shall include in the contract proposal language that notifies the contractor of the rights of Guild members and requires compliance with all relevant federal, state, or local statutes, in particular RCW 41.14.250-280.
- E. To discipline or discharge for just cause.
- F. To determine the promotional opportunities and need for and qualifications of employees, transfers and promotions in a manner consistent with State law, Civil Service rules, or other specific provisions of this Agreement.
- G. To determine job descriptions and job content.
- H. To implement new, and to revise or discard old methods, procedures, materials, equipment, facilities and standards.
- I. To assign work and equipment, schedule employees, and establish and change work schedules.
- J. To determine the City budget and financial policies.
- K. To establish and administer a personnel system which provides for all types of personnel transactions, including determining the procedures and standards for hiring, promotion, transfer, assignment, layoff, discipline, retention, and classification of positions in a manner consistent with State law, Civil Service rules, or other specific provisions of this Agreement.
- L. To establish reasonable work and productivity standards and from time to time to change those standards.
- M. Select and determine the number of employees, including the number assigned any particular work; and increase or decrease that number.
- ~~N. Determine the necessity for, and schedule when overtime shall be worked.~~
- ~~O.N.~~ To make, establish, and enforce safety rules, operational policies and procedures, and rules of conduct for the department.
- ~~P.O.~~ To inspect locker or other spaces assigned to Employees provided notice is granted to the Employee.

## ARTICLE 13 - PERFORMANCE OF DUTY

### **Section 13.1. Non-Strike Provisions:**

Nothing in this agreement shall be construed to give an employee the right to strike and no employee shall strike or refuse to perform his assigned duties to the best of his ability. The Association agrees that it will not condone or cause any strike, slowdown, mass sick call, or any other form of work stoppage or interference to the normal operation of the Des Moines Police Department.

### **Section 13.2. Performance of Duty:**

It is agreed that all members of the bargaining unit shall perform all functions and duties required by laws of the State of Washington, ordinances of the City of Des Moines, and Civil Service rules and regulations and operating policies of the department.

## **ARTICLE 14 - GRIEVANCE PROCEDURE**

### **Section 14.1. Grievance Definition:**

Any dispute between the Employer and the Association or between the Employer and any employee covered by this Agreement concerning the application, claim of breach or violation of the express terms of this Agreement shall be deemed a grievance.

### **Section 14.2. Representation During Grievances:**

Grievances processed through Step 3 under Section 14.5 below of the grievance procedure shall be heard during normal City working hours unless stipulated otherwise by the parties. Employee representatives involved in such grievance meetings during their normal City working hours shall be allowed to do so without suffering a loss in pay.

### **Section 14.3. Exceptions to Time Limits:**

Any time limits stipulated in the grievance procedure may be extended by mutual agreement in writing. Failure by the Association and/or employee to comply with any time limitation in this Article shall constitute withdrawal of the grievance. Failure by the Employer to comply with any time limitation in this Article shall allow the Association and/or the employee to proceed to the next step without waiting for the Employer to reply at the previous step.

### **Section 14.4. Class Action:**

A grievance in the interest of a majority of the employees in a bargaining unit shall be reduced to writing by the Association (containing all information referenced in Step 1 below) and may be introduced at Step 2 of the grievance procedure and be processed within the time limits set forth herein.

### **Section 14.5. Steps and Time Limits:**

A grievance shall be processed in accordance with the following procedure:

**Step 1.** A grievance shall be reduced to writing and presented by the aggrieved employee and/or the Association representative within twenty-one (21) calendar days of when the employee knew of the alleged contract violation to the employee's immediate supervisor. The written grievance shall contain the section(s) of the Agreement allegedly violated, the nature of the alleged violation and the remedy sought. The parties agree to make every effort to promptly settle the grievance at this stage. The immediate supervisor shall answer the grievance within seven (7) calendar days after being notified of the grievance.

**Step 2.** If the grievance is not resolved as provided in Step 1, or if the grievance is initially submitted at Step 2 pursuant to Section 14.4 Class Action, the grievance shall be forwarded within fourteen (14) calendar days after receipt of the Step 1 answer. Said grievance shall be submitted by the Association to the City Manager with a copy to the Police Chief. The City Manager or a designee shall investigate the grievance and, if deemed appropriate, shall convene a meeting between the appropriate parties within fourteen (14) calendar days of the receipt of the grievance. The City Manager shall thereafter forward a written reply within fourteen (14) calendar days after

receipt of the grievance or the meeting between the parties, whichever occurs later.

Step 3. If the grievance is not resolved by the City Manager, the grievance may, within fifteen (15) calendar days, be referred to a mediator. The Association or the City Manager shall forward a request to the executive director of the Public Employment Relations Commission (PERC) to assign a mediator from his or her staff. Upon designation of the mediator, the parties will make every attempt to schedule a date for mediation within fifteen (15) days.

- a. Proceedings before the mediator shall be confidential and informal in nature. No transcript or other official record of the mediation conference shall be made.
- b. The mediator shall attempt to ensure that all necessary facts and considerations are revealed. The mediator shall have the authority to meet jointly and/or separately with the parties and gather such evidence as deemed necessary.
- c. The mediator shall not have the authority to compel resolution of the grievance. If the mediator is successful in obtaining agreement between the parties, he/she shall reduce the grievance settlement to writing. Said settlement shall not constitute a precedent unless both parties so agree.
- d. If mediation fails to settle the dispute, the mediator may not serve as an arbitrator in the same matter nor appear as a witness for either party. Nothing said or done in mediation may be referred to or introduced into evidence at any subsequent arbitration hearing.

Step 4. Arbitration Procedure. If the grievance is not settled in accordance with the foregoing procedures, the Association or Employer may refer the grievance to arbitration within thirty (30) calendar days after the completion of mediation or in the event mediation is bypassed, within thirty (30) calendar days after completion of Step 3. If the request for arbitration is not filed by the Association staff representative or the Employer within thirty (30) calendar days, the Association or Employer waives its right to pursue the grievance through the arbitration procedure. The City and the Association shall attempt to select a sole arbitrator by mutual agreement. In the event the parties are unable to agree upon an arbitrator, either party may request the Public Employment Relations Commission (PERC) to submit a panel of nine (9) arbitrators. Both the City representative and the Association representative shall have the right to strike four (4) names from the panel. The party striking the first name shall be determined by a flip of a coin. The other party shall then strike the next name and so on. The remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Association requesting that he/she set a time and place subject to the availability of the City and the Association representatives.

#### **Section 14.6. Special Provisions:**

- A. Each party shall bear the cost of the preparation and presentation of its own case.
- B. The term "Employee" as used in this article shall mean an individual employee, a group of employees, and/or their Association representative.
- C. An aggrieved party shall be granted time off without loss of pay for the purpose of attending a hearing on a grievance.
- D. A grievance may be entertained in, or advanced to, any step in the grievance procedure if the parties so jointly agree.
- E. Any grievance shall be considered settled at the completion of any step if the Employee is satisfied or deemed withdrawn if the matter is not appealed within the prescribed period of time.

- F. Grievance claims involving retroactive compensation shall be limited to one hundred twenty (120) days prior to the written submission of the grievance.

#### **Section 14.7. Discipline:**

Disciplinary actions at a level equal to or greater than a suspension of eight hours of work, demotions, and terminations may be processed through the grievance procedure established under this Article, provided that, in no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by Department Policy, City Ordinance or other applicable law.

The time period for filing a grievance regarding disciplinary action that is subject to appeal under this Agreement, as well as the standard of review, shall be the same as that provided in a disciplinary appeal that may be filed with the Civil Service Commission. A grievance regarding disciplinary action may only be filed by a signatory of this Agreement. Grievances regarding discipline shall proceed through steps 1 through 2, as appropriate, of the grievance process. In the event the grievance is not resolved at one of the first two steps, the Association and the City agree that step 3, Mediation, shall be skipped and the grievance shall proceed per the provisions of step 4, Arbitration.

#### **Section 14.8. Arbitrator's Authority:**

In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows: The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and the power shall be limited to the interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration. The decision of the arbitrator shall be final, conclusive and binding upon the City, the Association, and the employee(s) involved. The cost of the arbitrator shall be borne equally by the City, and the association, and each party shall bear the cost of presenting its own case. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator. Any arbitrator selected under Section 14.5, Step 4 of this Article shall function pursuant to the rules and regulations of the Federal Mediation and Conciliation Services unless stipulated otherwise in writing by the parties to this Agreement.

#### **Section 14.9. Election of Remedies**

An employee covered by this Agreement must -- upon initiating objections relating to disciplinary action at a level equal to a suspension of eight hours of work or more, demotion or termination—use either the grievance procedure established under this Agreement or pertinent Civil Service procedures regarding disciplinary appeals. Should the employee attempt to adjudicate their objections(s) relating to a disciplinary action through both the grievance procedure and the Civil Service Commission, the grievance shall be considered withdrawn upon first notice that an appeal has been filed with the Civil Service Commission.

#### **Section 14.10. Retroactivity:**

Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based that date being twenty-one (21) calendar days or less prior to the initial filing of the grievance.

## ARTICLE 15 - POLICE OFFICERS' BILL OF RIGHTS

A relationship of trust and confidence between employees of the Des Moines Police Department and the community they serve and between employees of the Des Moines Police Department and their Employer is essential to effective law enforcement. Police employees must be free to exercise their best judgment and to initiate law enforcement action in a reasonable, lawful, and impartial manner. In addition, law enforcement employees are obligated to respect the rights of all people, and the Employer is obligated to respect the rights of its employees.

It is essential public confidence be maintained in the ability of the Employer to investigate and properly adjudicate complaints against its employees. The rights of the employee, as well as those of the public, must be protected.

The parties are committed to resolving internal investigation matters involving members of the Association in a manner that is expeditious, fair, and thorough, and is designed to resolve issues at the lowest possible level.

An investigation based on a complaint must be conducted in an open and fair manner, with the truth as the primary objective. The Employer accepts complaints against any of its employees and fully investigates all such complaints to the appropriate disposition.

The Employer has acknowledged its responsibility by establishing a system of complaint and disciplinary procedures which not only shall subject the employee to corrective action when improper action is evident, but also shall provide procedural protection to all employees throughout all steps of this process.

It is the purpose of these procedures to provide a prompt, just, and open disposition of complaints regarding the conduct of employees of the Des Moines Police Department. To this end, the Employer welcomes constructive and valid criticism of Employer procedures and complaints against its employees from concerned citizens of the community and from employees.

### **Section 15.1. Internal Investigations**

When an internal investigation is being initiated regarding an employee, for an act that could lead to punitive action, including dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer, for purpose of punishment, and because of such investigation he/she is being interrogated, such interrogation shall be conducted under the following terms and conditions:

- A. An internal investigation is defined as a formal inquiry into an allegation that an employee or employees violated a law or a department policy or regulation that is supported by reasonable cause to believe the violation may have occurred as alleged. Preliminary investigations which are conducted to determine if reasonable cause exists to conduct an internal investigation, informal discussions regarding work performance, and meetings to discuss performance evaluations and Personal Action Forms are not internal investigations and not the subject of this Article. Nothing in this Article or agreement prohibits an employee from invoking his or her right to have a representative present during a preliminary investigation, discussion, or meeting if the employee reasonably believes disciplinary action might result.
- B. Any employee who is the subject of an investigation shall be informed, in writing, at least seventy-two (72) hours or 3 business days, before any interview of the following: That the employee is considered a subject of the investigation, at that stage, the nature of the investigation, who is the complainant and/or the victim (unless the employer has reasonable grounds to believe by doing so the complainant and/or victim would be in danger), what allegedly

took place, when it allegedly happened, and where it allegedly happened. The employee shall also be afforded an opportunity and facilities to contact and consult with his or her Association representative, and to be represented by the Association representative to the extent permitted by law. The employee under investigation and the Association shall be informed in writing of the nature of the investigation and the person in charge of the investigation, and will be allowed to bring an attorney or Association Representative to represent him/her in the matter when the investigation may involve any discipline up to and/or including termination of the employee.

- C. All interviews shall be limited in scope to activities, circumstances, events, conduct or actions that are the subject of the investigation. If additional information is developed on a subject not related to the initial charge(s), questioning may not commence on the additional information, and the employee and Association shall be notified of additional charges in writing. At the cost of the requesting party and in accordance with Washington State Law, RCW 9.73, the employee or City may request that an investigation interview be recorded, either mechanically or by a stenographer. There can be no "off-the-record" questions. Upon request, the employee under an investigation shall be provided an exact copy of any written statement the employee has signed, or at the employee's expense a verbatim transcript of the interview.
- D. The interview of any employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigency of the interview dictates otherwise. Interviews shall be completed under circumstances devoid of improper intimidation or coercion. The employee shall be entitled to such reasonable intermissions as the employee shall request for personal necessities, meals, telephone calls, consultation with his/her representative, and rest periods.
- E. If prior to or during an internal investigation interrogation of an employee it is determined he/she may be charged with a criminal offense, he/she shall immediately be informed of his/her constitutional rights;
- F. Employees retain all of their constitutional rights. During an investigation in which an employee has been advised of their Garrity warnings, the employee will be compelled to answer questions directly related to and narrowly focused on the investigation. However, any information gained from the employee cannot be used against that employee in any criminal investigation.
- G. Disciplinary actions may include, but not limited to, the following: verbal warning, written reprimand or written letters of warning, loss of accrued vacation days, suspension, demotion, or discharge. Discipline shall generally be progressive in nature except where the offense warrants higher levels of discipline as determined by the Chief of Police.
- H. No employee shall be required to take a polygraph test and no adverse comment may be included in his/her personnel file or disciplinary hearing for his/her declining to take such polygraph test; (RCW 49.44.120)
- I. Lockers or other space assigned to an employee is considered public property and may be inspected without consent, provided the employee or Association representative has a right to be present.
- J. The employee shall not be subjected to profane language, nor shall the employee be threatened with dismissal or other disciplinary punishment as a guise to obtain the resignation of the employee. The Chief of Police will endeavor to impose discipline in a manner that is least likely to embarrass the employee.
- K. Should any section, subsection, paragraph, sentence, clause or phrase in this article be declared unconstitutional or invalid, for any reason, such decision shall not affect the validity of the remaining portions of this article.
- L. The Association recognizes the administration's effort to improve procedures involving

complaints against its members. In an effort to ensure that these procedures are accomplishing their goals, there will be a review, as needed, of the procedures in a meeting between the Association and the Chief of Police.

### **Section 15.2 Investigation Timeline:**

If an employee is facing discipline due to an internal investigation, the following shall govern the timeliness of the investigation:

- A. Internal Investigations shall be completed within ninety (90) calendar days, subject to the provisions of paragraph 2, 3, and 4 below. In the event the internal investigation has not been completed within (90) days, and no notice of extension has been provided to the Association and employee, a grievance may be filed. In the event exigent circumstances such as an Emergency Declaration is declared by the City Manager or Governor, timelines relating to internal investigations will stop until the emergency no longer exists.
- B. The Employer shall notify the employee and the Association by way of Statement of Charges at the start of the internal investigation and upon completion of an internal investigation with a Memorandum of Finding, or a Lauderhill process.
- C. Internal Investigations may be extended due to determined, exigent circumstances beyond the control of the Employer or Association. Such circumstances shall include the following: (a) complexity of the investigation, (b) pre-scheduled, extended leave (including extended annual leave or mandatory training) or unexpected illness of personnel integral to the investigation, (c) unavailability of witnesses after reasonable efforts to locate, (d) undue delays in transcription of interview recordings, (e) delays caused by the Association or its representatives, (f) the Chief of Police may request an extension to review completed investigation files or (g) emergencies. Investigations covered by this paragraph may also be extended if the Chief of Police requests specific, additional investigation. An extension on this basis shall require the notification in paragraph 4 below and shall be only for such time necessary to complete the additional investigation but no more than thirty (30) additional days at a time without additional notification. If the reason for the additional time stated in the extension request does not fall under paragraph three (3) above, the extension must be agreed upon by the Employer and the Association.
- D. The Employer shall notify the employee being investigated and the Association of any extension. The notification shall include the following information: (a) when the Employer anticipates completing the investigation, and (b) explanation of the reason for the extension. If the investigation is not completed on the anticipated completion date the notification shall be repeated. An extension on this basis shall be only for such time necessary to complete the additional investigation but no more than thirty (30) additional days at a time without additional notification.
- E. The Employer's obligation to limit extensions of investigations under paragraph 3 shall be subject to the grievance procedure in Article 16, to include arbitration.
- F. In the event an internal investigation has identified possible criminal conduct the internal investigation may be suspended pending the outcome of the criminal investigation and judicial process. This will stop all time clocks as relating to internal investigations.
- G. Investigations shall be deemed completed when the employee is advised of the Employer's memorandum of findings, pre-discipline process begins (Lauderhill) or in the event the investigation has determined the allegations are not sustained and a final review is completed by the Chief of Police.

- H At the conclusion of the investigation and no later than (3) business days, (not to include weekends) prior to a pre-disciplinary process, the employee and the Association shall be advised of the results of the investigation and the recommended disposition (which may be a range of possible dispositions). The employee and the Association shall be provided with a copy of the complete investigatory file no less than (3) business days, not to include weekends, prior to the pre-disciplinary process, for the employee to prepare a response at the disposition hearing
- I Complaints not meeting the severity of internal investigations will be investigated. Investigations arising out of these complaints shall be completed within thirty (30) calendar days and subject to the provisions of paragraph C, and D above in the event the investigation requires additional time for completion. If the investigation is not completed within forty five (45) calendar days, and subject to the provisions of paragraph C, and D above no discipline shall be discharged. The original complaint and all the attendant documentation shall be removed from the employee's disciplinary and personnel records. The affected employee and the Association shall be notified in writing of the findings of these investigations within 7 business days, not including weekends, of the completion of the investigation.

### **Section 15.3. Psychological and Medical Evaluations:**

The purpose of this Section is to balance the interest of the Employer in obtaining a psychological and medical evaluation of an employee to determine the employee's fitness for duty and the interest of the employee in having those examinations being conducted, in the least intrusive manner as possible, and in a manner as to protect the employee's right to privacy.

- A. **Conditions Under Which Evaluations Will Take Place:** No evaluation will take place without there being a reasonable suspicion to believe that an employee is psychologically or medically unfit to perform the job. If the employer has facts which provide reasonable suspicion that an employee may be unfit for duty, the employer will bring those facts to the attention of a doctor chosen from a list of doctors previously agreed to by the Employer and the Association. In the event the City and the Association do not reach agreement on an appropriate list, the City may select a doctor of its choosing. The employer may refer the employee to the selected doctor for evaluation. Any relevant medical history of the employee which the examining doctor requests shall be released by the employee only to the examining doctor. Whenever an employee is directly involved in an incident which results in a fatality, the employee will be required to have a psychological assessment and counseling prior to returning to full duty. Employees who are indirectly involved in such fatal incidents are encouraged to seek psychological assessment and counseling. The City will continue to pay for these visits.
- B. **Results of the Evaluation:** The doctor will issue a written report to the employer and the employee. The only information which the doctor may disclose shall be whether the employee is fit or unfit for duty or requires modified work conditions, and the prognosis for recovery. Additionally, where the cause of the unfitness is duty related, the doctor shall disclose that cause. If the doctor believes the employee is fit for duty but needs modified work conditions and/or continued treatment, the doctor will indicate what modifications and/or treatment are necessary and the extent and projected duration of the modification and/or treatment plan. The employee shall follow the prescribed treatment plan. The doctor will keep all data that has been made available to him or her confidential and not release it to any party except the employee. Modified work conditions may include light duty assignments as provided in Section 6.4. Light Duty.
- C. If the employee is referred back to work by the doctor, but the employer still has reasonable suspicion that the employee remains psychologically or medically unfit to perform the job, employer may again refer the employee back to the original evaluating doctor for further

evaluation.

- D. The employer has the right to send a pre-evaluation and/or post-evaluation questionnaire to the doctor listing any expectations, responsibilities and/or concerns the employer may have relating to the employee. The doctor will determine if the employee is capable of fulfilling the expectations and responsibilities outlined and clear up the concerns specified. The doctor shall provide such written determination to the employer prior to the employee's return to full duty.
- E. As used in this section, "doctor" refers to a physician, psychologist or psychiatrist.
- F. This section shall not be interpreted to limit the City's or employee's rights, obligations, or access to information under the rules and regulations applicable pursuant to the Americans with Disabilities Act, Family Medical Leave Act, or Worker's Compensation statutes.
- G. The Association/Employee shall have an opportunity at its expense, to discuss with the Employer's examining professional their conclusion and reasons therefore. If the Employee believes that the conclusions of the examining professional are in error, they may obtain an additional examination at their own expense and the Employer will provide the examining professional with documents which were utilized by the Employer's examining professional. In the event, the Employee and/or Association seek to contest the conclusion of the first examining professional, the Employee's report shall be in writing and shall be available to the Employer. The report shall be kept as confidential medical information and any use outside of the accommodation or fit for duty process shall be subject to a written medical release by the Employee. The Employee shall authorize the second examining professional to respond to reasonable questions clarifying the opinion, at the Employer's expense. Nothing herein prohibits the examining professionals from making safety disclosures required by law.

Should an Employee Grieve a disciplinary or discharge action taken as a result of an examination, the Employer shall allow release of the examination and supporting documents upon which it relies for the action, and all other prior examinations of the Employee.

Should an Employee Grieve a demotion, discharge or other action subject to the Grievance process, taken as a result of an examination, the Employer and Employee shall allow release of all examinations and supporting documents upon which it will rely in the proceedings, and all other prior examinations of the Employee determined to be relevant by the Arbitrator after a confidential review.

#### **Section 15.4 Officer involved Critical Incidents:**

Any time a critical incident occurs the following will apply:

- A. Upon arrival at a scene where use of a firearm has taken place, representatives of the Employer shall only request from the employee Public Safety Information needed to secure the scene and identify and apprehend any perpetrators of the crime who may be at large. The Employer will not question the employee(s) regarding any non-essential information regarding the incident.
- B. The employee involved in a critical incident will be given reasonable accommodations to have contact with any persons allowed under RCW 5.60.060 (spouse, clergy, peer support, etc.)
- C. The case investigation will be made available to the Association or its attorney, upon request when completed and available to the department.
- D. The Employer must preserve a chain of custody for the weapon or weapons utilized in an incident and the employee may be immediately issued a replacement weapon or weapons (department

issued weapons only) unless circumstances as determined by Command Staff deem it inappropriate to do so.

- E. If there are multiple investigators assigned because concurrent investigations are underway, the investigators will coordinate so one investigator will be primarily responsible for the interview. All attempts will be made to minimize the need for successive interviews.
- F. During the interview of the employee relating to a critical incident, the employee will be given reasonable breaks and periods to prepare for the interview, and be given the right to consult with legal counsel and /or Association representation prior to and during the interview upon request. If requested, the interview may be postponed until the employee has been able to seek professional counseling before the interview takes place.
- G. If the incident is captured on video, the employee will be allowed to review the video prior to any statement being made unless the investigation has determined possible criminal culpability by the involved employee.
- H. At the option of the Employer (considering input from the affected employee and/or Association Representative), the employee shall be placed on administrative duty or administrative leave. Employees placed on either of these two leaves will revert to a weekly (Monday through Friday) dayshift work schedule for interview and administrative availability.
- I. While on administrative assignment, the employee will be allowed access to the employee's choice of counselors or doctors without loss of pay or benefits to the employee for a reasonable period determined by the employer and under medical coverage plan options.
- J. When either the employee or the Employer believes the employee should return to the employee's regular assignment, at the Employer's option, the employee shall provide documentation from his/her counselor or doctor indicating the employee is fit to return to his/her regular duties or to modified duties. The Employer at its option may request (at their expense) an independent examination of fitness for duty.
- K. After returning to duty, the employee will be encouraged and allowed full access to counselors without loss of pay or benefits to the employee while participating in a Department/City approved program.
- L. The Association President, or his designee, will be advised as soon as possible of any change(s) or deviation from the Officer Involved Shooting (310) policy is made by the Chief of Police or his designee.

### **Section 15.5. Legal Representation**

- A. The City agrees to provide a legal defense for an Association member in defense of criminal charges brought pursuant to CrRLJ 2.1(c) against the Officer for acts and/or omissions occurring while the member was acting in good faith in the performance or purported failure to perform his/her official duties. If a prosecutor files criminal charges as a result of the complaint being brought pursuant to CrRLJ 2.1(c), the City's obligation to provide a legal defense shall terminate immediately, except that the reimbursement provisions of 15.P. shall apply.
- B. If an Association member is prosecuted for acts and/or omissions occurring while the member was acting in good faith in the performance or purported failure to perform his/her official duties, the City shall reimburse the member for legal defense, in an amount up to \$100,000, if the member is not convicted or does not suffer any other disposition of the criminal complaint that is adverse to him or her. (e.g. An acquittal due to a finding of not guilty by reason of insanity; a

dismissal by reason of incompetency, pursuant to chapter 10.77 RCW; a dismissal entered after a period of probation, suspension, or deferral of sentence; or an Alford plea.)

## ARTICLE 16 - COMPENSATION

### **Section 16.1. Salaries:**

- A. Effective January 1, ~~2015~~2012, base wages shall increase ~~2.0%~~ 5.2% ~~with 3.2%~~ representing a cost of living adjustment ~~and 2.0% representing a market adjustment.~~
- B. Effective January 1, 2016, base wages shall increase 1.5% representing a cost of living adjustment. For 2013, base wages shall increase by an amount equal to 100% of the CPI-U for Seattle as measured for the twelve month period ending in June 2012.
- C. Effective January 1, 2017, base wages shall increase 1.5% representing a cost of living adjustment.

### **Section 16.2. Off Duty Employment:**

An employee who wishes to engage in additional employment, during off-duty hours must first submit a written request seeking approval to the Chief of Police and receive the Chief's approval before accepting the employment. In doing so, the employee will: (1) name the company and/or employer, (2) fully describe the nature of the work to be performed, (3) list hours of work, and (4) obtain from the company/employer an agreement in a form approved by the City that indemnifies, releases and holds the City harmless from any liability arising from the employee's discharge of his/her duties as an employee of the company/employer. If the employee complies with the above requirements, the Chief shall authorize an employee to perform other employment during off-duty hours provided such employment does not: (1) interfere with the efficiency of law enforcement and public safety; (2) interfere with the employee's performance of regular police duties; (3) detract from the image of the police profession; (4) conflict with the Employer's published policies and regulations; (5) involve the use of department uniforms or equipment unless authorized in writing by the Chief of Police; (6) involve work in conjunction with or in any capacity with a tow company, taxicab or ambulance company; (7) involve work upon any commercial premises where intoxicants are served for public consumption except in a security capacity; (8) follow or result in an unusual sick or absence record in an employee's primary police employment; (9) conflict with departmental regulations or policy governing outside employment (10) involve misuse of the commission; (11) adversely affect the department's image or efficiency; or (12) relate to any activity of a law enforcement nature.

This article also applies to off-duty work with volunteer groups. Time worked in off-duty employment, for anyone other than the City of Des Moines, is not recognized as hours worked on duty.

The Management Association agrees to appoint a member of the Bargaining Unit to coordinate off duty scheduling. The Management Association agrees that hours worked for off duty employment for anyone other than the City shall not be counted as hours worked on duty regardless of who pays the Employee.

### **Section 16.3. Working Out of Classification:**

- A. Any employee who is assigned to perform duties of a higher paying classification for periods of 40 consecutive hours (regardless of days off) or more, shall be paid at the rate of the higher classification. If the Department does not have a Deputy Chief assigned, the acting employee shall receive acting pay of five percent (5%) of pay.

- B. The Chief of Police must make formal acting assignments before provisions of this section apply, naming person placed in temporary classifications, temporary rank, and length of time employee will be working out of his/her regular classification.

**Section 16.4. Educational Incentive:**

Educational Incentives - Educational incentive pay will be paid to Employees with a qualifying AA or AS degree equal to 2.5% base pay, 4% for a BA or BS degree, and 5% for an MA, MS, MPA or JD. Qualifying degrees are Police Science, Political Science, Sociology, Psychology, Community Service, Business Administration, Criminology, Law, Criminal Justice, Public Administration, and any other degrees approved by the Chief of Police. Employees currently earning educational incentives for degrees other than those listed will continue to receive such pay and the increases itemized in this Agreement.

**Section 16.5. Clothing and Equipment:**

- A. The Employer agrees to provide all uniform clothing and equipment which an employee is authorized to wear and authorized to purchase by the Chief of Police.
- B. The Employer agrees to provide necessary cleaning of all such clothing and equipment.
- C. The Employer agrees to replace or repair clothing and equipment which is damaged in the line of duty including "fair wear and tear".
- D. Commanders shall be granted a clothing allowance for non-uniform clothing of 1% of base pay per year. Cleaning shall be provided as defined in Subsection B above.

**Section 16.6. Compensation for Training:**

The City agrees to compensate any employee for training time which is a result of an employee's required attendance at any symposium, seminar, or training school.

**Section 16.7. Retiree Rights:**

Effective the first of the month after ratification of this agreement. An employee separating from service in good standing with five (5) or more years of service with the Des Moines Police Department, and who meets LEOFF eligibility requirements to receive retirement benefits will receive a retiree badge and commission card from their last duty assignment served.

An employee separating from service, in good standing with twenty (20) or more years of service as a Commissioned and/or Certified Police Officer, and the last five (5) or more years of service with Des Moines Police Department, and who meets meeting LEOFF eligibility requirements to receive retirement benefits will additionally receive their duty weapon at retirement.

The Chief of Police shall have the discretion to issue or deny department equipment to the retiree under certain and/or exceptional circumstances.

## ARTICLE 17 - INSURANCE COVERAGE

### Section 17.1. Health Care Insurance:

The following health care plans are offered to bargaining unit members:

Medical, Dental, and Vision: Regular full-time employees and regular part-time employees budgeted for thirty ~~(30) -two (32)~~ or more hours per week shall be eligible to participate in the City's health insurance plans. Premiums shall be paid by the City on behalf of all full-time employees and all part-time employees budgeted for thirty ~~(30) -two (32)~~ or more hours per week according to the following schedule:

A. Effective January 1, 2015, through the ratification of this agreement, the City will pay one hundred percent (100%) of eligible employee's premium and ninety percent (90%) of the spouse and dependents' premiums as described below for the following Association of Washington Cities (AWC) health insurance plans:

HealthFirst  
Group Health Cooperative \$10 Copay Plan

B. Effective as soon as possible upon ratification of this agreement, the City will pay ninety-five percent (95%) of eligible employee's premium and ninety percent (90%) of the spouse and dependents' premiums for the following health insurance plans:

LEOFF Health and Welfare Trust Plan F  
AWC Group Health \$20 Copay Plan

C. Effective January 1, 2017, through December 31, 2017, the City will pay ninety-five percent (95%) of eligible employee's premium and eighty-five percent (85%) of the spouse and dependents' premiums for the following health insurance plans:

LEOFF Health and Welfare Trust Plan F  
AWC Group Health \$20 Copay Plan

D. Should the LEOFF Plan F premiums increase more than five percent (5%) in any benefit year, the amount between five percent (5%) and ten percent (10%) shall be split equally between the Employer and employee, and any amount in excess of ten percent (10%) shall be paid by the employee.

E. In 2015 and 2016, the City will provide a Health Reimbursement Arrangement Voluntary Benefit Arrangement (HRA VEBA) with an annual City contribution of five hundred and eighty dollars (\$580) for employee only or eleven hundred and thirty dollars (\$1,130) for employee and one or more dependents.

F. Effective January 1, 2017, for each employee who is eligible for and enrolls in one of the health plans in Section 17.1.C., the City will make the following monthly contribution to the employee's HRA VEBA account:

Employee only: forty-eight dollars and 33 cents (\$48.33)  
Employee plus dependent: ninety-five dollars and 16 cents (\$94.16)

G. If an employee opts out of the City's medical plans entirely, the employee will receive their choice of cash or Section 457 deferred compensation payments in lieu of the medical benefits. Such payment will be equal to twenty-five percent (25%) of the City's savings, based on the premiums

for the LEOFF Plan F plus the HRA VEBA contributions the City would have paid for the employee and any spouse and/or dependents who are eligible for City medical coverage. To be eligible for such payments, the employee must provide proof of comprehensive group medical coverage through an employer or other entity that covers all individuals in a group. Individual medical insurance purchased on an individual or family basis does not qualify under this option.

- H. One-hundred percent (100%) of the premium for Washington Dental Service (WDS) Basic Plan F as provided by AWC.
- I. One-hundred percent (100%) of the premium for Orthodontia Option II as provided by AWC for all children required to be covered by dental plans at a level of \$1,000 lifetime coverage.
- J. One-hundred percent (100%) of the premium for the \$25 deductible Vision Service Plan (VSP) as provided by AWC.
- ~~A. One hundred percent of a LEOFF II employee's premium for the Group Health Cooperative POS Plan or HSA Plan as provided by ClearPoint.~~
- ~~B. Ninety percent (90%) of the spouse and dependents' premium for the Group Health Cooperative POS Plan or HSA Plan as provided by ClearPoint.~~
- ~~C. One hundred percent (100%) of the premium for Washington Dental Service (WDS) Incentive Plan as provided by ClearPoint.~~
- ~~D. One hundred percent (100%) of the premium for Employers Health Cooperative of Washington (EHCWa) Plan B—25/0 from VSP as provided by ClearPoint.~~
- ~~E. One hundred percent (100%) of the premium for orthodontia services for all children required to be covered by dental plans at a level of \$1,000 lifetime coverage.~~
- ~~F. To each employee who selects the POS plan, the City shall provide a Health Reimbursement Account (HRA) with an annual City contribution equal to one-half of the combined total of the annual deductible and out-of-pocket limit.~~
- ~~G. To each employee who selects the HSA plan, the City shall provide a Health Savings Account (HSA) with an annual City contribution for as follows:~~
  - ~~1. Employee only: \$2,250~~
  - ~~2. Employee plus one or more dependents: \$4,500~~

The City reserves the right to select other insurance plans and carriers or to self-insure to provide the benefits outlined in Section 17.1.4., provided that the benefits are comparable with those currently offered.

### **Section 17.2. Long Term Disability, SIB, AD&D and Life Insurance:**

In lieu of Social Security disability and survivor benefits, the City covers all regular full-time ~~E~~employees and regular part-time employees budgeted for ~~twenty-one (21)~~ thirty (30) or more hours per week under the ~~Standard~~ Long Term Disability (LTD) and Survivors Income Benefit (SIB) Plans. The LTD, ~~and~~ SIB ~~and Term Life (if applicable) and AD&D~~ plans shall be at least equal to that provided by Cigna as of January 1, 2014. ~~Assurant/Fortis prior to July 1, 2011.~~ The City will continue to pay 100% of premiums for the SIB program and employees shall pay one-hundred percent (100%) of the premium for the LTD

through payroll deduction on a post-tax basis, reimbursed by the City.

The City will provide each Association member Term Life Insurance, with Accidental Death and Dismemberment (AD&D) coverage, in an amount equal to one and one-half times (1½ x) each member's annual salary including educational pay. The City and Association agree the City will be responsible for any future increased cost and will also retain any savings resulting from a decrease in the cost of the premium.

### **Section 17.3. Forms Handling:**

- A. The Association and its membership agree to cooperate with the City in all requirements relating to insurance forms and processing such. It is mutually agreed that forms handling is a necessary part of the employee and City's duties, and that expeditious handling is in the best interest of both parties.
- B. Each employee shall be responsible for obtaining and filling out necessary application forms, change in coverage forms, or providing other information necessary to determine eligibility for insurance coverage.

### **Section 17.4. Hepatitis B Vaccination Program:**

The City will provide employees with the opportunity to receive vaccinations and the follow-up tests to help prevent contraction of the Hepatitis B virus. The program will be voluntary in nature and in accordance with applicable Washington State Law, WISHA directives, and Labor & Industry regulations, and Des Moines Police Department policies. Employees who wish to waive their opportunity to receive vaccinations and follow-up tests after exposure must sign a waiver form.

### **Section 17.5. 401 Savings Plan:**

In lieu of Social Security, all Employees are covered under a qualified 401 retirement plan administered by ICMA-RC. The City will contribute an amount equal to 5%-6.52% of the employee's wage, while the employee contributes an amount equivalent to the current employee Social Security deduction rate. To qualify for this program Employees must be full-time or regular part-time and work a minimum of 24-30 hours per week. ~~The city will continue to contribute the current 1.52% of the employee's wage into the employees' 457 Deferred Compensation plan.~~

### **Section 17.6. Indemnification:**

If an action or proceeding for damages is brought against an employee arising from acts or omissions made while acting or, in good faith purporting to act, within the scope of the employee's official duties, then the City will provide a defense of the action or proceeding for the employee and indemnify the employee from any damages arising from such an action or proceeding.

This protection shall also apply for any claims or suits arising from an employee's authorized off duty employment within the city limits of Des Moines; provided such claim or suit results from acts or omissions made while acting or, in good faith purporting to act, within the scope of the employee's official duties. This shall not preclude the City from recovering losses, to the extent coverage is otherwise provided by the off duty Employer or his insurer.

Indemnity and defense shall not be provided by the City for any dishonest, unlawful, fraudulent, criminal,

or malicious act.

## ARTICLE 18 - MILITARY LEAVE

Military Paid Leave of Absence - An employee who is a member of the reserves or any branch of the uniformed service, who is ordered to involuntary active duty by the United States government, thus requiring a leave of absence from his or her City position, and who has exhausted annual military leave as provided by RCW 38.40.060 will be granted a paid leave of absence from their City position at their regular base rate of pay including educational incentive pay less the amount of military pay to which they are entitled.

## ARTICLE 19 - SAVINGS CLAUSE

If any article of the agreement or any addenda hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of the agreement and addenda shall not be affected thereby and the parties shall enter immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such article.

## ARTICLE 20 - ENTIRE AGREEMENT

The agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this agreement.

## ARTICLE 21 - TERM OF AGREEMENT

This Agreement shall become effective January 1, ~~2015, 2012, except the changes to Management Rights in Section 12.1 and the new Legal Representation requirements in Section 15.5 shall become effective upon execution of this agreement. This agreement shall and~~ remain in full force and effect through December 31, ~~2017, 2013~~.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 201~~6~~1.

\_\_\_\_\_  
Anthony A. Piasecki, City Manager  
City of Des Moines

\_\_\_\_\_  
~~John O'Leary~~Barry Sellers, President  
Des Moines Police Management Association

## APPENDIX A

### Des Moines Police Management Association

#### Pay Schedule 2012

<u>Year</u>	<u>Range</u>	<u>Position</u>	<u>C</u>	<u>D</u>	<u>E</u>
<del>PMA 34</del>	<del>Commander</del>		<del>\$110,052</del>	<del>\$115,560</del>	<del>\$121,344</del>
2015	PMA 34	Commander	\$ 116,160	\$ 121,968	\$ 128,064
2016	PMA 34	Commander	\$ 117,912	\$ 123,804	\$ 129,996
2017	PMA 34	Commander	\$ 119,676	\$ 125,664	\$ 131,952

## A G E N D A   I T E M

### BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Letter of Agreement between The City of Des Moines and King County Fire Protection District 39 (dba South King Fire and Rescue) to share a fire rescue boat

ATTACHMENTS:

1. Letter of Agreement

FOR AGENDA OF: April 28, 2016

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: April 22, 2016

CLEARANCES:

Legal \_\_\_\_\_

Finance \_\_\_\_\_

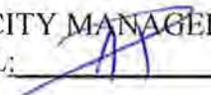
Marina \_\_\_\_\_

Parks, Recreation & Senior Services \_\_\_\_\_

Planning, Building & Public Works \_\_\_\_\_

Police \_\_\_\_\_

Courts \_\_\_\_\_

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: 

#### **Purpose and Recommendation**

The purpose of this agenda item is to request that the City Council approve the attached Letter of Agreement with King County Fire Protection District 39 (dba South King Fire and Rescue) to share a fire rescue boat and to confirm and ratify the City Manager signing the letter to allow the District to apply for a federal government Port Security Grant by the deadline of Monday, April 25, 2016.

#### **Suggested Motions**

**Motion:** "I move to approve the Letter of Agreement with King County Fire Protection District 39 (dba South King Fire and Rescue) and to ratify and confirm the City Manager signing the letter to meet the Port Security Grant application deadline of April 25, 2016."

#### **Background and Discussion**

South King Fire and Rescue is applying for a federal government Port Security Grant to replace its aging fire boat. One of the requirements of the grant is that the vessel purchased must be accessible to local law enforcement agencies for a variety of law enforcement activities, including:

- Enforcing local, state, and federal boating laws;
- Monitoring the activities of suspicious individuals along Puget Sound;
- Performing security assessments and patrols within and around the City's marina;
- Providing assistance in maritime drug interdiction;
- Responding to boaters in distress, boating accidents, overdue boaters, and other request for assistance on or near the waters within the City;
- Recovering abandoned or stolen vessels;
- Investigating crimes and collecting evidence from vessels, beaches, or on Puget Sound; and
- Conducting search, rescue, and recovery efforts.

The attached Letter of Agreement provides additional detail and satisfies the requirement that law enforcement have access to the boat. Because the submittal deadline for the grant is Monday, April 25<sup>th</sup>, the City Manager signed the Letter to make sure that this grant requirement was met.

### **Alternatives**

Council may choose not to approve the Letter of Agreement and ratify and confirm the City Manager's signature. However, not doing so will result in the Districts grant application not meeting the grant requirements.

### **Financial Impact**

The total cost of the boat is \$2.5 million. The Grant requires a twenty-five percent match so the total grant request will be \$1.875 million with South King Fire and Rescue providing a match of \$625,000. The City is not being asked to participate financially in the purchase or operation/maintenance costs of the boat. The Marine Vessel Fee of \$2,500 per year that the District will charge the City can be waived as long as the City provides ongoing training and command support with regards to law enforcement situations to which both agencies normally respond, such as violence response, gang-related incidents, etc. The City and the District will work diligently to make sure this training and command support occurs.

### **Recommendation**

Staff recommends that the City Council approve the Letter of Agreement and confirm and ratify the City Manager's signature.

### **Concurrence**

NA

## LETTER OF AGREEMENT

**THIS LETTER OF AGREEMENT** is made by and between two municipal corporations (hereinafter the "Parties"), King County Fire Protection District 39 (hereinafter the "District") and the City of Des Moines (hereinafter the "City"), and sets forth the Parties' agreement to share a fire rescue boat (hereinafter the "Marine Vessel"), owned and maintained by the District. Because the sharing of this Marine Vessel may enable the Parties to collectively fulfill the mission of providing exceptional emergency medical services and fire protection, and ensuring security during both manmade and natural emergency events, in exchange for the mutual promises contained herein, and other good and valuable consideration, the Parties hereby agree as follows:

The District and the City are currently Parties to a Fire and Emergency Medical Protection Agreement, entered into pursuant to RCW 52.12.031, 35A.11.040 and 39.34.030.

The City is annexed into the District and the District levies a real property tax on all taxable real property located in the City as compensation for the services rendered to the residents and properties of the City.

The City's jurisdiction on Puget Sound incorporates the City limits based upon a 100-foot contour line measured at mean low tide. This is approximately 1/4 mile past the breakwater at the Des Moines marina, 1 mile off shore at Saltwater State Park, and to approximately mid channel in the Redondo area. The City is responsible to mid channel per RCW 35.21.160.

The Marine Vessel shall afford City police officers and officials access to the remote areas of our coast line to ensure the safety and security of our citizens. The District agrees that the Marine Vessel may be applied by the City police in various circumstances, including, but not limited to, enforcing local, state and federal boating laws; monitoring, within the confines of Washington law, the activities of suspicious individuals along Puget Sound; performing security assessments and patrols within and around the City's full service marina which offers wet and dry moorage for 840 recreational vessels; providing escorts and security for designated vessels, waterway tactical assistance, assistance in control of crowds on boats during special events (i.e. Regattas, Power Boat Races and Firework Shows), and providing assistance in maritime drug interdiction; responding to boaters in distress, boating accidents, overdue boaters and other requests for assistance on or near the waters within the City; rendering Mutual Aid assistance with the King County Marine Unit, the Washington State Department of Wildlife and U.S. Coast Guard; conducting safety boat inspections; recovering abandoned or stolen vessels; investigating crimes and collecting evidence from vessels, beaches or on Puget Sound; and conducting search, rescue and recovery efforts.

As compensation to the District for granting the City usage of the Marine Vessel, the City agrees to remit to the District a separate "Marine Vessel Fee" in the amount of \$2,500 annually, commencing in the year 2016. Payments shall be made on a quarterly basis, within 30 days following the quarter covered by such payment. The "Marine Vessel Fee" amount shall be subject to annual adjustment (i.e. increase or decrease) by a percentage equal to the increase/decrease in the City's annual levied general property tax. However, the Marine Vessel

Fee may be waived by the Parties, so long as the City agrees to provide ongoing training and command support relative to coordinated emergency scenes to which both Parties would normally respond, including, but not limited to, violence responses, gang-related incidents, and other joint emergency operations. Such ongoing training and command support shall furnish the necessary consideration for the District furnishing the Marine Vessel described herein.

South King Fire and Rescue Owner shall indemnify, defend, and hold harmless the City of Des Moines, its officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys' fees in defense thereof, for injuries, sickness or death of persons (including employees of South King Fire and Rescue), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of South King Fire and Rescue's acts, errors or omissions with respect to the subject matter of this agreement.

The City of Des Moines shall indemnify, defend, and hold harmless South King Fire and Rescue, its officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys' fees in defense thereof, for injuries, sickness or death or persons (including employees of the City of Des Moines), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of City of Des Moines' acts, errors or omissions with respect to the subject matter of this agreement.

The separate statutory duties of the Parties are owed to the public generally and by entering into this Letter of Agreement, neither Party owes a special duty to the other. Each Party shall be responsible for its own personal property and personnel utilized on the Marine Vessel.

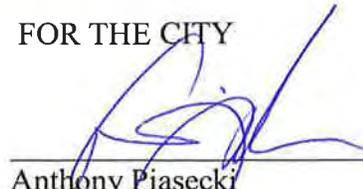
The Parties further agree that the Marine Vessel shall not be used for any purposes other than those necessary for the provision of emergency medical services and fire protection, and ensuring the safety and security of our citizens.

This Letter of Agreement may be terminated by either party within 30-days written notice to the undersigned individuals.

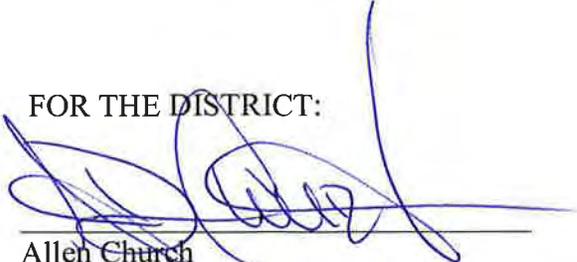
This Letter of Agreement will be in effect when signed.

In WITNESS hereof, the Parties hereto have set their hands this 21<sup>ST</sup> day of April, 2016.

FOR THE CITY

  
\_\_\_\_\_  
Anthony Piasecki  
City Manager  
City of Des Moines

FOR THE DISTRICT:

  
\_\_\_\_\_  
Allen Church  
Fire Chief  
King County Fire Protection District 39

## A G E N D A   I T E M

### BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Draft Ordinance No. 16-048 Citizens  
Advisory Council

FOR AGENDA OF: April 28, 2016

ATTACHMENTS:

1. Draft Ordinance No. 16-048
2. DMMC 4.24 Appointive Committees –  
General Provisions

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: April 21, 2016

CLEARANCES:

[NA] Legal \_\_\_\_\_  
 [NA] Finance \_\_\_\_\_  
 [NA] Marina \_\_\_\_\_  
 [NA] Parks, Recreation & Senior Services \_\_\_\_\_  
 [NA] Planning, Building & Public Works \_\_\_\_\_  
 [NA] Police \_\_\_\_\_  
 [NA] Courts \_\_\_\_\_

APPROVED BY CITY MANAGER  
 FOR SUBMITTAL: 

#### **Purpose and Recommendation**

The purpose of this agenda item is to provide the City Council an opportunity to discuss and create a Citizens Advisory Council

#### **Suggested Motions**

**Motion 1:** “I move to suspend Council Rule 26(a) in order to enact Draft Ordinance No. 16-048 on first reading.”

**Motion 2:** “I move to enact Draft Ordinance No. 16-048 relating to the creation of a Citizens Advisory Council and adding a new chapter to Title 4 of the Des Moines Municipal Code.”

**Alternate Motion:** “I move to pass Draft Ordinance No. 16-048 to a second reading on \_\_\_\_\_ or as soon thereafter as the matter may be heard.”

## **Background**

At its annual strategic planning meeting for 2016, the City Council retained from the 2015 short term strategic objects creation of a communications plan. Council added under the area of processes it would like to discuss in 2016 a discussion of neighborhood advisory committee/community engagement.

Per Council direction, staff put together a draft communications plan and included as one of the plan's strategies creation of a neighborhood advisory committee or citizens advisory council. The plan was presented to the Council on January 7<sup>th</sup> and again on March 31<sup>st</sup>. Council provided input on the various elements and strategies in the plan, including creation of a Citizens Advisory Council and directed staff to put together a draft ordinance to create one.

Staff researched how other cities have created citizens advisory groups and found two good examples in the City of Tacoma and the City of Spokane. Draft Ordinance No 16-048 is patterned after parts of the City of Tacoma ordinance and includes elements from the Des Moines Municipal Code that outline the duties and responsibilities of other Des Moines appointed committees, such as the Senior Services Advisory Committee, the Human Services Advisory Committee, and the Arts Commission.

At the April 14<sup>th</sup> City Council meeting, staff distributed Draft Ordinance No. 16-048 and asked for Council's thoughts. After a brief discussion, staff was directed to place the ordinance on the April 28<sup>th</sup> City Council meeting agenda for a full discussion.

## **Discussion**

Draft Ordinance No. 16-048 creates a Citizens Advisory Council. The ordinance outlines composition of the Council, the length of terms for its members, its duties, how often it meets, and how it reports to City Council. In particular, staff suggests that the City Council consider the following questions as it thinks about and discusses the ordinance:

1. Is the name appropriate? Using the term "council" in the name could confuse the community and cause the Citizens Advisory Council to be mistaken for the City Council. Also, "council" may give the impression that this new appointed committee has some sort of authority or powers beyond that of making recommendations to the City Council.
2. Is the number of members and the composition appropriate? At the April 14<sup>th</sup> City Council meeting, there was brief discussion of the composition, particularly with regards to the number of business representatives. Should there be more business representation?
3. Is the length of term appropriate? The draft ordinance provides for two-year terms and does not say that members can serve more than two consecutive terms. Here are the terms for other appointed committees:
  - a. Civil Service Commission – six years
  - b. Senior Services Advisory Committee – four-years
  - c. Human Services Advisory Committee – two years
  - d. Arts Commission – three years

- e. Lodging Tax Advisory Committee – no set terms. Per DMMC 4.52.020(5), “The mayor and city council shall review the membership of the advisory committee annually and make changes as appropriate.”
- 4. Are the scope of duties adequate? Should more be added? Should any of those listed be removed?
- 5. The Citizens Advisory Council is required to meet three times per year. Is this adequate?
- 6. Should there be more detail in Section 9 of the ordinance regarding reports to the City Council?
- 7. Should the Citizens Advisory Council be exempt from any of the provisions of DMMC 4.24 Appointive Committees – General Provisions, in particular the requirement that no person can serve more than two consecutive terms and allowing City employees who live in Des Moines to serve (thus waiving the conflict of interest provision)?

### **Alternatives**

Council may choose to adopt Draft Ordinance 16-048 as submitted, adopt it as submitted, or choose not to adopt it at all.

### **Financial Impact**

The financial impact is difficult to estimate because the amount of support required is unknown at this point, particularly because the number of meetings that will be held, how long they will be, how much information and presentation that will need to be created or given to the Council is unknown. There will be additional staff time needed to support the Council, but the vast majority of this support will be provided by exempt staff.

### **Recommendation**

NA

### **Concurrence**

NA

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## CITY MANAGER'S FIRST DRAFT 4/13/2016

## DRAFT ORDINANCE NO. 16-048

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to the creation of a Citizens Advisory Council and adding a new chapter to Title 4 of the Des Moines Municipal Code.

WHEREAS, it is the intent of the City Council to engage its citizens and neighborhoods as broadly as possible in the issues and concerns that directly affect them, and

WHEREAS, the City Council wishes to improve communication with and participation in local government on the part of residents, neighborhoods, business, and property owners in the City of Des Moines, and

WHEREAS, input from and participation by residents, business owners and property owners in all neighborhoods in Des Moines allows for a robust discussion of issues and matters facing the City and ultimately results in better decisions and solutions to problems, and

WHEREAS, forming a Citizens Advisory Council with each neighborhood in Des Moines represented promotes input and participation from all areas of the City and creates an environment in which residents are afforded an opportunity to participate in City government decisions in an advisory role, and

WHEREAS, the City Council finds that creation of a Citizens Advisory Council is appropriate and necessary; now therefore,

THE CITY COUNCIL OF THE CITY OF DES MOINES ORDAINS AS FOLLOWS:

Sec. 1. Title. A new chapter is added to Title 4 DMMC entitled "Citizens Advisory Council".

Sec. 2. Application. This chapter shall apply to the creation and the responsibilities and activities of the Citizens Advisory Council.

Sec. 3. Purpose. The purpose of this chapter is to establish a Citizens Advisory Council to encourage and promote

Ordinance No. \_\_\_\_  
Page 2 of 4

citizen and neighborhood involvement in the deliberations and actions of City government, to define the roles and responsibilities of the Citizens Advisory Council, to determine eligibility to serve on the Citizens Advisory Council, and to determine the number of members of the Citizens Advisory Council and the length of their terms.

**Sec. 4. Authority.** This chapter is adopted pursuant to the authority set forth in chapter 4.24 DMMC and other applicable laws.

**Sec. 5. Citizens Advisory Council composition.**

(1) There shall be twelve regular members of the Citizens Advisory Council, one each from the City's nine neighborhood planning areas, two Des Moines business owners, and one Marina tenant.

(2) There shall be one alternate member from each of the City's neighborhood planning areas who will serve in the absence of his or her neighborhood planning area regular member, one alternate Des Moines business owner and one alternate Marina tenant.

(3) Regular members and alternate members representing neighborhood planning areas must be residents of Des Moines who have lived in their neighborhood planning area for at least one year, a business owner who has owned and operated said business in Des Moines for at least one year, or a Marina tenant for at least one year.

**Sec. 6. Term.**

(1) The regular term of office for members and alternates shall be two years.

(2) The initial appointment term shall be six members and six alternates for one year and six members and six alternates for two years. It shall be the Mayor's discretion who he or she shall appoint to which length of initial term. The member representing a neighborhood planning area, business, or Marina tenants and the alternate representing that same neighborhood planning area,

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businesses or Marina tenants do not necessarily have to have the same length of initial term.

**Sec. 7. Scope of duties.**

(1) Review and provide input to the City Council on matters and issues as delegated by the City Council.

(2) Support and promote citizen participation and neighborhood enhancement.

(3) Promote and facilitate open communication between the City, residents, businesses, and other neighborhood organizations such as Homeowner Associations, Block Watches, etc.

(4) Review the City's budget and provide input to the City Council.

(5) Provide input to the City Council in advance of its annual planning/goal setting retreat.

(6) Bring matters and issues to the City Council that the Citizens Advisory Council believes require City Council attention.

**Sec. 8. Meetings.** The Citizens Advisory Council shall meet at least three times per year, including one meeting to discuss the City's budget and once to create input for the City Council to consider in advance of its annual planning/goal setting retreat. The Citizens Advisory Council shall also meet as need to discuss issues and matters delegated to it by the City Council.

**Sec. 9. Reports to the City Council.** The Citizens Advisory Council shall provide the City Council a report at a City Council meeting of its discussions within one month of each of its three regular meetings. Reports on issues and matters delegated by the City Council shall be provided in time frames as directed by the City Council.

**Sec.10. Severability - Construction.**

(1) If a section, subsection, paragraph, sentence, clause, or phrase of this Ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction,

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such decision shall not affect the validity of the remaining portions of this Ordinance.

(2) If the provisions of this Ordinance are found to be inconsistent with other provisions of the Des Moines Municipal Code, this Ordinance is deemed to control.

**Sec. 11. Effective date.** This Ordinance shall take effect and be in full force thirty (30) days after its final passage by the Des Moines City Council in accordance with law.

**PASSED BY** the City Council of the City of Des Moines this \_\_\_\_ day of \_\_\_\_\_, 2016 and signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
M A Y O R

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

Published: \_\_\_\_\_

## Chapter 4.24 APPOINTIVE COMMITTEES – GENERAL PROVISIONS

### Sections

- 4.24.010 Definitions.
- 4.24.020 Actions.
- 4.24.030 Administrative support.
- 4.24.040 Appointment.
- 4.24.050 Compensation.
- 4.24.060 Conflicts of interest.
- 4.24.070 Meetings.
- 4.24.080 Minutes.
- 4.24.090 Officers.
- 4.24.100 Political affiliations.
- 4.24.110 Quorum.
- 4.24.120 Removal from office.
- 4.24.130 Reports.
- 4.24.140 Residency.
- 4.24.150 Rules and regulations.
- 4.24.160 Term expiration.
- 4.24.170 Vacancies.

#### **4.24.010 Definitions.**

- (1) Use of Words and Phrases. As used in this title, unless the context or subject matter clearly requires otherwise, the words or phrases defined in this section shall have the indicated meanings.
- (2) "Appointive committee" means an agency, board, commission, or committee of the city whose members are not elected by the citizens of the city.
- (3) "Resident" means a registered voter of the city or a registered voter of an area that has successfully petitioned or voted to annex to the city where an annexation ordinance has been adopted by the city council. [Ord. 983 § 1, 1992.]

#### **4.24.020 Actions.**

An action of an appointive committee done by motion at a regular or special meeting and approved by a majority vote of those present, when those present constitute a quorum, is deemed to be an action of the appointive committee. [Ord. 983 § 2, 1992.]

#### **4.24.030 Administrative support.**

Except as otherwise provided in this title, the amount of administrative support supplied to an appointive committee is determined by the city manager; provided, that the city manager shall provide an appointive committee adequate space and facilities and necessary supplies to facilitate the official business of the appointive committee. [Ord. 983 § 3, 1992.]

**4.24.040 Appointment.**

(1) Except as otherwise provided in this title, members of an appointive committee are appointed by the mayor and confirmed by a majority of the city council.

(2) No person who has served two or more consecutive terms on an appointive committee shall be appointed to another term on the same appointive committee; except a person appointed to fill an unexpired term of less than two years is eligible to serve two full terms and a person who is ineligible to serve for having served two or more consecutive terms may again serve after two years have elapsed from the expiration of their last term.

(3) This section shall in no way serve to limit the number of terms a sitting councilmember may serve on an appointive committee. [Ord. 1206 § 1, 1998; Ord. 983 § 4, 1992.]

**4.24.050 Compensation.**

Members of an appointive committee shall serve without compensation. [Ord. 983 § 5, 1992.]

**4.24.060 Conflicts of interest.**

If a member of an appointive committee concludes that he/she has a conflict of interest or an appearance of fairness problem with respect to a matter pending before the appointive committee so that he/she cannot discharge his/her duties on such an appointive committee, he/she shall disqualify himself/herself from participating in the deliberations and the decision-making process with respect to the matter. [Ord. 983 § 6, 1992.]

**4.24.070 Meetings.**

Except as otherwise provided in this title, an appointive committee shall meet at 21630 - 11th Avenue South, which is the location of the Des Moines City Hall. [Ord. 983 § 7, 1992.]

**4.24.080 Minutes.**

Minutes are taken of each appointive committee meeting and copies distributed to each committee member, the city manager, and the city council. [Ord. 983 § 8, 1992.]

**4.24.090 Officers.**

Except as otherwise provided in this title, the meetings of an appointive committee are chaired by a presiding officer and in the absence of that member by a vice presiding officer, who are elected at the first regular meeting of each calendar year. [Ord. 983 § 9, 1992.]

**4.24.100 Political affiliations.**

Members of appointive committees are selected without respect to political affiliations. [Ord. 983 § 10, 1992.]

**4.24.110 Quorum.**

A majority of the members of an appointive committee shall constitute a quorum for the transaction of business. [Ord. 983 § 11, 1992.]

**4.24.120 Removal from office.**

(1) Except as otherwise provided in this title, a member of an appointive committee may be removed from office for cause by the mayor with the concurrence of a majority of the city council.

(2) The grounds for removal are:

(a) More than one absence per calendar year from duly called meetings, unless:

(i) The absence was work related or was due to personal or family illness; and

(ii) The absence is excused by the presiding officer of the appointive committee; or

(b) Failure to abide with the provisions of DMMC 4.24.060; or

(c) Inefficiency; or

(d) Malfeasance, as that expression is defined in statutory and common law; or

(e) Neglect of duty; or

(f) Special malfeasance, which is defined as:

(i) Willfully bringing to the table or placing on the agenda a subject beyond the scope of authority of the appointive committee as defined in this title; or

(ii) Deliberate refusal to abide by the rules of procedure adopted by the appointive committee.

(3) Such removal may be initiated by:

(a) Official action of the appointive committee recommending removal; or

(b) The mayor.

(4) The city clerk shall send via certified mail written notification of the pending removal within five days of the action initiating removal to the member.

(5) Within 10 days of receipt of a notice of removal, the member may file a written request with the city clerk requesting a hearing before the city council.

(6) No member is removed from an appointive committee while a hearing before the city council is pending. [Ord. 983 § 12, 1992.]

**4.24.130 Reports.**

An appointive committee, by March 1st of each year, shall make a full report in writing to the city council of its transactions and expenditures, if any, for the preceding year and such general recommendations as to matters covered by its prescribed duties and authority as may seem proper. [Ord. 983 § 13, 1992.]

**4.24.140 Residency.**

(1) Except as otherwise provided in this title, members of an appointive committee are residents of the city.

(2) Except as otherwise provided in this title, the position held by a member of an appointive committee ceasing to be a resident of the city shall immediately become vacant. [Ord. 983 § 14, 1992.]

#### **4.24.150 Rules and regulations.**

Rules and regulations for the election of the presiding and vice presiding officers and the conduct of business before an appointive committee are adopted by a majority of the members of the appointive committee. [Ord. 983 § 15, 1992.]

#### **4.24.160 Term expiration.**

Except as otherwise provided in this title, each position shall expire on December 31st of the last year of the term. [Ord. 983 § 16, 1992.]

#### **4.24.170 Vacancies.**

Membership vacancies in an appointive committee occurring, otherwise than through expiration of term, are filled for the unexpired term. [Ord. 983 § 17, 1992.]

**The Des Moines Municipal Code is current through Ordinance 1636, passed November 19, 2015.**

Disclaimer: The City Clerk's Office has the official version of the Des Moines Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

