

AGREEMENT EXTENSION
By and Between
CITY OF MERCER ISLAND, WASHINGTON
and
MERCER ISLAND POLICE ASSOCIATION

This Agreement Extension is between the City of Mercer Island, Washington, hereinafter, referred to as the "City" and the Mercer Island Police Association, hereinafter referred to as the "Association".

Background:

- A. Whereas, the 2018-2020 Collective Bargaining Agreement ("CBA") expires December 31, 2020; and
- B. Whereas, the Association and the City are subject to the statutory guideline at RCW 41.56.440 to bargain on a successor contract during the five-month period prior to the submission of the budget to the City Council; and
- C. Whereas, the Association advised the City by letter dated May 7, 2020, of its desire to open bargaining on a successor agreement; and
- D. Whereas, the City's attention has been focused on addressing the impacts of COVID-19 on City operations and finances; and
- E. Whereas, there is a mutual interest of the parties to extend the terms of the CBA through 2021 and, at the same time, to address certain operational issues. This extension foregoes formal negotiations that would otherwise entail bargaining involving comparison of 2020 wages, hours, and conditions of employment pursuant to statute.

Agreement:

Now, therefore, the parties agree as follows:

- 1. Extend the terms of the 2018-2020 CBA through December 31, 2021, including the 2020 wage schedule adjustment as follows:

Effective January 1, 2021, the wage rates will be increased by 1.9%, which reflects 100% of the percentage increase in the

*Seattle/Tacoma/Bellevue CPI-W (semi-annual index released in July 2020).*¹

2. Open bargaining for the successor agreement by July of 2021 to enter formal negotiations on a successor CBA.
3. Convert the Marine Support Officer (formerly called Marine Patrol Technician) into a fully commissioned Marine Patrol Officer (MPO) assignment provided:
 - a. The current Marine Support Officer retires.
 - b. Selection for the MPO assignment will be made from a pool of current MIPD officers, creating the need to backfill this position with a new patrol officer.
 - c. The MPO will be assigned to work in the Marine Patrol Unit during Quarters 2 and 3 of each year and will be assigned to Patrol during Quarters 4 and 1.
 - d. During the six months the MPO is assigned to work in the Marine Patrol, the MPO will receive a 3% increase in their wages above that which he/she would otherwise receive if assigned to day-shift patrol.
 - e. The MPO position will be assigned by the Chief on a rotational basis, similar to the Marine Patrol Sergeant and Detective positions. The MPO will be added to the list of assignments in Section 5.6.
 - f. The MPO may be temporarily reassigned from marine patrol duties to cover patrol shifts on an occasional basis, and vice versa.
 - g. If temporarily reassigned from Marine Patrol duties during Q2 or Q3 to cover a patrol shift, the MPO will continue to receive the 3% increase in their wages. The schedule for the MPO shall be approved by mutual agreement between the employer and the Association.
4. All other terms and conditions of the CBA will remain unchanged.

¹ The above CPI-W (semi-annual index) was reported July 14, 2020, by bls.gov at 1.9% over a year ago, such that the reference to the semi-annual index released in August in the 2018-20 CBA has the same meaning since BLS did not release a CPI-W index for the Seattle/Tacoma/Bellevue Area in August, 2020.

5. The Association and the City will meet as necessary to discuss any of the provisions in this agreement, or any other issues related to the implementation of this agreement.
6. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this agreement.
7. Any dispute, disagreement, or complaint concerning the interpretation or alleged violation of this MOU is subject to the grievance process stated in Article 15 of the CBA.

Executed _____, 2020.

City of Mercer Island

Mercer Island Police Association

Jessi Bon
City Manager

Scott Schroeder
Association President

Attest:

Deborah A. Estrada, City Clerk

Approved as to Form:

/s/ Bio Park, 10/12/2020
Bio Park, City Attorney