



AGREEMENT

BY AND BETWEEN

CITY OF BONNEY LAKE

AND

BONNEY LAKE POLICE GUILD

{REPRESENTING THE LAW ENFORCEMENT EMPLOYEES}

{JANUARY 1, 2018 THROUGH DECEMBER 31, 2020}

TO THE
COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
CITY OF BONNEY LAKE
AND
BONNEY LAKE POLICE GUILD

(REPRESENTING THE LAW ENFORCEMENT EMPLOYEES)

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ARTICLE 3 ENTIRE AGREEMENT

3.1 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.

ARTICLE 4 MANAGEMENT RIGHTS

4.1 MANAGEMENT RIGHTS – City's business, the efficient management and operation of the workforce are vested in the City.

4.2 Except as specifically restricted by this Agreement, and subject to the City's obligation to bargain pursuant to RCW 41.56 et seq., the foregoing functions of the City are recognized to include, but are not limited to, the right to hire, promote, and change or discontinue operations, practices and work of employees, including establishing or modifying job classifications and descriptions. It further includes the right to determine the hours of work, work schedules, and to make and enforce rules and regulations to promote safety, efficiency, discipline for just cause, order, and protection of the City's employees, operations, and property from injury, damage, or other loss from any source, provided nothing herein shall be construed to waive the City's obligation to bargain changes in mandatory subjects of bargaining and nothing herein shall be construed to waive the Guild's obligation to bargain changes in mandatory subjects.

ARTICLE 5 GRIEVANCE PROCEDURE

5.1 Grievance, as used herein shall mean any dispute or controversy that may arise over the interpretation or application of an express provision of the Agreement.

5.1.1 STEP ONE – Within fifteen (15) calendar days of knowledge of the occurrence the situation, condition or action giving rise to an alleged employee grievance, the employee affected or a Guild representative, shall present the grievance, in writing, to the Chief of Police or his/her designee. The written grievance shall contain the specific contract violation, a brief summary of the relevant facts, and the remedy sought by the grievant. The Chief of Police or his/her designee shall provide a written response to the employee or Guild representative within fifteen (15) calendar days of receipt of the grievance.

5.1.2 STEP Two – Within fifteen (15) calendar days of receiving the Step One written response from the Chief of Police or his/her designee that a satisfactory settlement was not reached, the employee affected or a Guild representative shall present the grievance, in writing, to the Mayor or his/her designee. The Mayor or designated representative may request a meeting as soon as possible, but in no event may the meeting occur later than twenty (20) calendar days after the Mayor or designated representative's receipt of the request for the purpose of discussing the grievance. If a meeting between the Mayor or his/her designee and the Guild occurs, the Mayor or his/her designee shall render a written decision about the grievance within fifteen (15) calendar days. If a meeting does

not occur, the Mayor or his/her designee shall render a written decision about the grievance within ten (10) calendar days following receipt of the grievance.

5.1.3 STEP THREE – If a settlement is not reached in Step Two, either party may submit the matter to arbitration within twenty (20) calendar days following the completion of Step Two.

5.2 ARBITRATOR – Should the parties be unable to agree upon an Arbitrator, they shall request a list of the names of seven (7) Arbitrators from the Public Employment Relations Commission. The parties shall alternatively strike names until one name remains on the list. The remaining person shall be the arbitrator. The order of striking of names shall be determined by a coin toss.

5.2.1 The decision of the Arbitrator shall be final and binding on both parties; provided, however, the Arbitrator shall have no power to add to, subtract from or alter, change, or modify the terms of this Agreement, and the Arbitrator's power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

5.2.2 Each party shall bear the cost of its own representation and presentation of their case. The Arbitrator's fee and costs shall be paid by the losing party as determined by the Arbitrator.

5.3 TIME LIMITS – At any step of the grievance procedure time limits may be extended by mutual written agreement of the parties.

5.4 ELECTION OF REMEDY – Should the effected employee wish to appeal disciplinary action as defined in the progressive discipline Article of this Agreement, the employee may file a petition with the Civil Service Commission in accordance with the rules of the Commission. Such petition to the Civil Service Commission waives all rights of appeal through the grievance procedure.

ARTICLE 6 NON-DISCRIMINATION

6.1 NON-DISCRIMINATION – Any employee member of the Guild, acting in any official capacity whatsoever, shall not be unlawfully discriminated against for his/her acts as such officer of the Guild, nor shall there be any unlawful discrimination against any employee because of Guild membership or activities.

6.2 The City is an equal opportunity employer, and shall not discriminate on the basis of race, religious creed, color, national origin, ancestry, age, sex, marital status, sexual orientation, genetic information, veteran status or disability consistent with state and federal laws.

ARTICLE 7DISCIPLINE AND DISCHARGE

7.1 JUST CAUSE. – Disciplinary action and/or discharge shall be imposed upon an employee only for just cause.

7.2 In the administration of discipline, the provisions of the Police Department Policy and Procedure Manual that relate to standards of conduct by an employee shall apply unless contrary to or inconsistent with expressed language in this Agreement.

7.2.1 DISCIPLINARY ACTIONS - Disciplinary action shall include only the following:

- a. Verbal Reprimand
- b. Written Reprimand
- c. Reassignment (with an economic benefit attached)
- d. Suspension Without Pay
- e. Demotion
- f. Discharge

Disciplinary action will normally be progressive in nature, but the level of discipline administered may depend upon the seriousness of the offense.

7.2.2 GUILD AND EMPLOYEE RIGHTS – The Guild shall have the right to process any disciplinary action as a grievance through the grievance procedure, except for a verbal reprimand and except for employees serving an initial probationary period who are discharged. Written reprimands may be grieved only to Step Two of the grievance procedure (appeal to Mayor or designee), not Step Three (arbitration); if a written reprimand is timely grieved in accordance with the terms of the grievance procedure, the merits of the grievance may later be challenged if the written reprimand is relied upon to support a higher step of progressive discipline.

The suspect employee and the Guild shall be entitled to Guild representation and/or legal representation at all meetings attended by the suspect employee where discipline is being considered for that suspect employee.

7.3 INVESTIGATIVE INTERVIEWS/GARRITY/ADMINISTRATIVE LEAVE - The employee will be required to cooperate with any investigation conducted by the Employer or a member agency. During any investigation into a non-criminal matter, the employee will be required to answer any questions asked that reasonably relate to his/her conduct, job performance, or fitness for duty. If the employee is required to answer questions as part of an investigation the employee's responses may be used for administrative purposes but will not be used or introduced into evidence in a criminal proceeding against the employee. An employee's failure to cooperate with an investigation and/or to answer questions during an investigation will be considered insubordination, and may be the subject of disciplinary action in and of itself, including dismissal.

The Employer may place employees on paid administrative leave during investigations where appropriate to protect the employee/other employees/agency operations, to limit disruptions within the workplace, or to protect the integrity of the investigation. Employees on paid administrative leave must remain available during their normal hours of work. Paid administrative leave, consistent with the foregoing, is not discipline and is not subject to the grievance procedure.

7.4 INVESTIGATIVE INTERVIEWS/INTERNAL AFFAIRS INVESTIGATIONS - The interview of a suspect employee concerning action(s) or inaction(s) which, if proved, could reasonably lead to a reassignment, suspension without pay, demotion, or discharge for that employee, shall be conducted under the following conditions and procedures:

- a. If an employee is considered a suspect, at a reasonable time in advance of the investigative interview, the suspect employee shall be informed in writing, with a copy to the Guild, of the nature of the investigation; the specific allegations related thereto; and the policies, procedures and/or laws that form the basis for the investigation; and shall be advised that an opportunity to consult with a Guild representative and/or legal representative will be afforded prior to the interview.
- b. The requirements of Section 7.4.a of this Section 7.4 shall not apply if (1) the suspect employee is under investigation for violations that are punishable as felonies or misdemeanors under law, or (2) in the discretion of the Chief or his designee, notices to the suspect employee would jeopardize the administrative investigation.
- c. The suspect employee shall have the right to have a Guild representative present during any interview which may reasonably result in a suspension without pay, demotion or discharge of the suspect employee. The opportunity to have a Guild representative present at the interview or the opportunity to consult with a Guild representative shall not unreasonably delay the interview. However, if the interview begins with the consent of the suspect employee in the absence of a Guild representative, but during the interview the suspect employee concludes that assistance is required by reason of increasing seriousness of the disciplinary problem, the suspect employee shall be allowed a reasonable time in which to obtain a Guild representative.
- d. To the extent reasonably possible, all interviews under this Section shall take place at Police Department facilities.
- e. The City may schedule the interview outside of the employee's regular working hours, however, in that event the appropriate overtime rate and/or irregular hours payment shall be made to the employee.
- f. . The employee shall be required to answer any question concerning a non-criminal matter under investigation and shall be afforded all rights and privileges to which the employee is entitled under State or Federal laws.

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- g. The employee shall not be subject to coercion, nor shall interrogator(s) make promises of rewards or threats of harm as inducements to answer questions.
 - h. During an interview, the employee shall be entitled to such reasonable intermissions as the employee may request for personal physical necessities.
 - i. All interviews shall be limited in scope to activities, circumstances, events and conduct that pertain to the action(s) or inaction(s) of the employee that is the subject of the investigation. Nothing in this Section shall prohibit the City from questioning the employee about information that is developed during the course of the interview.
 - j. If the Police Department records the interview, a copy of the complete recorded interview of the suspect employee, noting the length of all recess periods, shall be furnished to the employee upon the suspect employee's written request. If the interviewed suspect employee is subsequently charged with misconduct, upon the written request of the suspect employee or the Guild, the City shall provide a complimentary copy of any recordings to the Guild on behalf of the employee.
 - k. Interviews and Internal Affairs investigations shall be concluded without unreasonable delays.
 - l. The employee and the Guild shall be advised within a reasonable period of time, in writing, of the results of the investigation and what future action, if any, will be taken regarding the matter investigated.
 - m. This Article is not intended to limit the Police Department's ability to conduct a fair and comprehensive investigation nor impose unreasonable time limits upon the conduct of such investigation.

7.5 NOTICE AND OPPORTUNITY TO RESPOND - Upon reaching the conclusion that just cause exists to discipline an employee with a reassignment, or a suspension without pay, or a demotion, or discharge, the Chief of Police or his designee shall provide the employee and the Guild with the following prior to the administration of discipline:

- a. A copy of all materials a part of or related to the investigation upon which the allegation(s) or charge(s) are based.
- b. The directives, policies, procedures, work rules, regulations or other order of the City that allegedly was violated and how these were violated.
- c. What disciplinary action is being considered.
- d. Copies of previous documented disciplinary actions identified in Section 7.2.1 above.

7.5.1 EMPLOYEE'S RESPONSE – The affected employee and the Guild shall have the opportunity to respond to the allegation(s) or charge(s) orally or in writing, normally within forty-eight (48) hours of receiving the information and materials provided by the City in Section 7.3 above, provided the Guild may request a reasonable extension of time to respond, which request will not be unreasonably denied by the Police Chief or his/her designee.

7.5.2 PRE-DISCIPLINARY MEETING - If the employee and/or the Guild chooses to respond orally, an opportunity to respond to the allegation(s) or charge(s) shall occur at a Pre-Disciplinary meeting conducted and presided over by the Police Chief or his/her designee, who shall have the authority to impose or to recommend the proposed disciplinary action. Reasonable advance notice of this meeting, its time and place shall be given the employee and the Guild. This meeting shall be informal. The employee and the Guild shall be given reasonable opportunity to be heard, to respond to the allegation(s) or charge(s), and to have the responses considered prior to the imposition of discipline.

7.5.3 CITY'S DECISION - Within a reasonable time, but not beyond forty-five (45) calendar days from the date of the Pre-Disciplinary meeting, the Police Chief or his/her designee shall issue a written decision imposing discipline, exonerating the employee or taking such other action deemed appropriate.

7.6 USE OF DEADLY FORCE SITUATIONS – An employee using deadly force while exercising authority as a Police Officer shall be allowed to consult with a Guild representative or attorney, upon request, prior to being required to give an oral or written statement about the use of deadly force. An employee using deadly force shall be afforded seventy-two (72) hours before giving a statement.

ARTICLE 8 BULLETIN BOARDS

8.1 BULLETIN BOARDS – The Employer agrees to provide suitable space for the Guild to use as a bulletin board. Postings by the Guild on such boards shall be confined to official business of the Guild.

ARTICLE 9 GUILD OFFICIAL TIME OFF

9.1 GUILD OFFICIALS TIME OFF – Guild officials who are employees in the bargaining unit (officer, executive board member, or member of the negotiating team), shall be granted reasonable time off to conduct guild business provided: (1) the number of employees allowed time off for negotiations shall be limited to three (3), otherwise the number of employees allowed time off at any one time shall be limited to two (2) and the Guild officials may conduct Guild business during his/her shift, provided it does not interfere with the necessary operations of the department. Guild business includes grievance-related meetings and hearings, negotiations, discipline-related meetings and hearings, and other labor-management meetings with the City.

11.3.4 Any other permissible use required by Washington state law.

11.4 NOTIFICATION – An employee on sick leave shall notify the Chief or his/her designee of the fact and the reasons therefore within four (4) hours (when possible) prior to the beginning of the employee's scheduled shift, and shall complete a sick leave report upon return to work.

11.4.1 Should the sick leave continue beyond three (3) consecutive shifts, and if required by the Chief or his/her designee, the employee shall file a health care practitioner's statement with the Chief confirming that the employee was not fit for duty during the time in question.

11.4.2 Unless otherwise prohibited by Washington law based on an established "undue burden or expense," failure to provide notice or provide a health care practitioner's statement and/or complete a sick leave report as required herein, may be cause for denial of such leave with pay for the period of absence.

11.4.3 WORKERS' COMPENSATION AND LEOFF II BENEFITS - The Employer provides Workers' Compensation benefits, or comparable benefits administered through a self-insurance program, based on the minimum requirements of Washington law. The Employer also provides LEOFF 2 supplemental disability benefits based on the minimum requirements of Washington law.

Upon suffering a temporary on-the-job injury qualifying for Workers' Compensation and/or LEOFF 2 benefits, the injured employee shall meet with the Employer's Human Resources department to discuss available options. This meeting shall occur as soon as reasonably possible following the injury. Employees have the option of supplementing Workers' Compensation and/or LEOFF 2 benefits with the use of paid leave, discounted by that amount owed by the Employer under the LEOFF 2 benefit (RCW 41.04.510).

To restore paid leave balances and/or properly reconcile Workers' Compensation and/or LEOFF 2 benefits owed to an employee, the Employer may require an employee to furnish proof of Workers' Compensation time-loss payments and/or endorse time-loss checks (or make similar reimbursement) to the Employer.

Should an employee exhaust paid leave while on leave covered by Workers' Compensation and/or LEOFF 2 benefits, the employee will still be responsible for making any payments typically taken by payroll deduction (e.g., union dues, health insurance premiums) directly to the Employer. The Employer will notify the employee of this obligation. Should an employee fail to timely pay for these items that he/she would normally be responsible, the Employer shall have the right to terminate the affected benefits.

11.5 LIGHT DUTY – If available, to help facilitate a return-to-work, the Employer has the

discretion to offer a light duty assignment to an employee on Workers' Compensation leave. Light duty assignments shall normally be limited to ninety (90) calendar days, unless extended at the discretion of the Employer.

- 11.6 PAID FAMILY AND MEDICAL INSURANCE BENEFITS -Beginning January 1, 2019, with benefits effective January 1, 2020 and onward, eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits are established by state law and therefore independent of this Agreement. Benefits for this program are funded by both Employer and employee payroll deductions, with payroll deductions for eligible employees based on the default maximum percentages listed in RCW SOA.04.115.
- 11.7 FAMILY LEAVE – The Employer shall comply with the state and federal Family Leave Acts as presently set forth or hereinafter amended.

ARTICLE 12 BEREAVEMENT LEAVE

- 12.1 BEREAVEMENT LEAVE – In the event of the death of one of the employee's immediate family, up to four (4) shifts bereavement leave shall be granted. Additional leave time, which will be charged as sick, vacation, or to compensatory time balances previously earned, at the employee's discretion, may be granted at the discretion of the Chief or his/her designee. All leave under this section shall be taken within thirty (30) days of the date of death. Immediate family shall include parents, siblings, spouse, spouse equivalent, child (including step-child, foster child or legally adopted child), mother-in-law and father-in-law or grandparents of the employee.

ARTICLE 13 VACATIONS

- 13.1 VACATIONS – Employees shall earn paid vacation time on the following basis: ninety-six (96) hours at the completion of the first year of continuous service, and eight (8) additional hours' vacation for each completed year of continuous service thereafter to a maximum accrual of one hundred seventy-six (176) hours' vacation.
- 13.2 Employees may accumulate a maximum of two hundred forty (240) hours vacation. Any vacation accrued up to the pay period ending December 15th of the current calendar year, but not taken or scheduled to be taken by December 31, in excess of two hundred forty (240) hours shall be paid to the employee at his/her current regular straight time rate of pay, PROVIDED; the employee has been prohibited from taking sufficient vacation time to reduce his/her vacation balance to the maximum allowable carryover by December 31; AND PROVIDED employees are required to responsibly manage their vacation balances during the calendar year, including an obligation to schedule vacation time outside of the most desired dates if those dates are already reserved. Otherwise, such vacation in excess of two hundred forty (240) hours shall be forfeited. Vacation accrued during the pay period ending December 31st of the current calendar year and not eligible for use until the following calendar year is not subject to this forfeiture.

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- 13.3 Any employee separated from service with the City for any reason, shall be paid for their accrued vacation pay at the time of separation.
- 13.4 The employee shall choose vacation time in order of classification seniority. Where an employee chooses to split vacation into two (2) or more periods, no second or third choice may be made until all other employees have made their first selection or second selection respectively. The Employer will post a department vacation roster on or about February 15th, and will reserve the right to make final changes or modifications depending on bona fide operational requirements.

ARTICLE 14 HOLIDAYS

- 14.1 All employees employed with the City on January 1st shall receive a bank of six (6) shifts of in-lieu-of holiday time on the pay check posting January 22nd and another bank of six (6) shifts of in-lieu-of holiday time on the pay check posting July 22nd_ An employee hired after January 1st shall accrue in-lieu-of holiday time on a monthly pro-rata basis until July 22nd at which time they will receive a bank of six (6) shifts of in-lieu-of holiday time. Any employee hired after the pay check posting July 22nd shall accrue in-lieu-of holiday time on a monthly pro-rata basis until January 22nd at which time they will receive a bank of six (6) shifts of in-lieu-of holiday time.
- 14.2 Scheduling of holiday time shall be done on a classification seniority basis provided that time off requests are submitted at least one (1) month before each shift change for the upcoming schedule. Any time off requests submitted less than one (1) month before each shift change shall be done on a first come, first serve basis. If a supervisor receives two (2) or more requests for time off at the same time, then resolution of the conflicting time off shall be based on classification seniority.
- 14.3 In-lieu-of holiday time shall be used during the calendar year in which it is accrued. If the use of in-lieu-of holiday time has been denied during the calendar year it was accrued, the amount of in-lieu-of holiday time denied during the calendar year it was accrued shall be paid to the employee at his/her current regular straight time rate of pay on the check posted January 7th, PROVIDED; that written denied shifts of in-lieu-of holiday time are unable to be scheduled prior to January 31st.
- 14.4 If an employee uses more in-lieu-of holiday pay than he or she has accumulated during the calendar year and there is a separation of employment either voluntarily or involuntarily, then the employee will reimburse the City at his or her time of separation through his or her vacation, sick leave, or wages earned. Should an employee not have enough accrued leave or wages earned to reimburse the City, the employee must make arrangements to pay reimburse the City prior to the final paycheck being issued. Upon separation of employment either voluntarily or involuntarily, an employee shall be paid for all unused banked in-lieu-of holiday time for only those holidays that would have already occurred during the calendar year at the employee's current regular rate of pay.

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- 14.5 In addition, all employees shall receive an additional one-half (1/2) times their regular straight time hourly rate of pay for all hours worked on Labor Day, Memorial Day, Independence Day, Thanksgiving, Christmas and New Year's.
- 14.6 UNPAID RELIGIOUS HOLIDAYS - Pursuant to RCW 1.16.050(3), an employee is entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. Leave will be provided in accordance with Washington law and the City's personnel policies. In the event the City's personnel policies conflict with Washington law, then the minimum requirements of the law shall apply.

ARTICLE 15 WAGES

- 15.1 WAGES – Employees covered by this Agreement shall be compensated in accordance with the wage schedule set forth in Appendix A to this Agreement.
- 15.2 PAYDATES - Pay dates are on the 7th and 22nd each month.

ARTICLE 16 UNIFORMS & EQUIPMENT

- 16.1 UNIFORMS Upon employment, the Employer shall provide a new probationary employee with all clothing and uniforms as may be required by the Police Chief.
- 16.2 The Employer shall provide each employee all uniforms and equipment required by changes or additions as required by the Police Chief.
- 16.3 The City shall provide an annual credit of eight hundred-fifty dollars (\$850) to be paid in January of each year in a lump sum to each (non-probationary) police officer for the purchase of uniforms and items required by the Police Chief. All uniforms will be produced for inspection upon request by the chief or his/her designee
- 16.4 Any uniform or equipment item authorized by the Police Chief which becomes damaged in the line of duty through no fault of the employee shall be replaced by the City and not charged against the officer's clothing allowance.
- 16.5 Upon termination for any reason, the employee shall return all clothing, uniforms, and equipment issued and authorized by the Police Chief.
- 16.6 VEHICLES – Each non-probationary commissioned officer shall be assigned a vehicle with take home privileges, provided that vehicle use shall be limited to no more than fifteen (15) miles outside the City limits unless authorized by the Police Chief. All employees in the Guild at the time of ratification are excluded from the fifteen (15)-mile requirement if they remain at their current address. If at any point the Employer is unable or unwilling to provide a vehicle with take home privileges to any commissioned officer hired prior to January 1, 2006, the Employer shall replace the vehicle with a premium equal to six (6%) percent of the officer's monthly base wage, such premium to

be paid on a monthly basis; and for a commissioned officer hired on or after January 1, 2006, the Employer shall replace the vehicle with a premium equal to three percent (3%) of the officer's monthly base wage, such premium to be paid on a monthly basis. The Employer is allowed up to one hundred eighty (180) days following the completion of the basic law enforcement academy, if necessary, in which to assign a take home car to a newly hired officer. The Employer is allowed up to one hundred eighty (180) days following an employee's lateral hire, to provide the officer with a take home vehicle. The Employer will also have up to ninety (90) days, if necessary, to repair or replace damaged vehicles.

16.6.1 Employees who are a Washington State Criminal Justice Training Commission (CJTC) certified lateral police officer or a police officer who can be certified by the CJTC equivalency academy the probation period shall be twelve (12) months from their date of hire.

16.6.2 Entry level police officer probation shall be eighteen (18) months from their date of hire.

16.6.3 At the Police Chiefs discretion, an employee on probation may be assigned a vehicle with take-home privileges.

16.7 Each full time employee, including detective, shall receive a cleaning allowance of forty dollars (\$40.00) for each full month of service. Employees shall receive twenty dollars (\$20.00) each pay period.

16.8 The City reserves the right to hire a cleaning service in lieu of paying the cleaning allowance set forth in Section 16.7. If the City exercises this option, the City will notify the Guild and involve the Guild negotiators in the change to a cleaning service.

ARTICLE 17 HEALTH AND WELFARE

17.1 **MEDICAL** – The Employer agrees to make contributions, as set forth in succeeding sections. These contributions shall be made on behalf of every employee covered by this Agreement who was compensated eighty (80) or more hours in the preceding month.

17.2 Contributions are to be made to the Trust Fund on or before the tenth (10th) day of each month.

17.3 The Employer and the Guild agree to be bound by the terms and conditions of the United Employees Benefit Trust Agreement and the Law Enforcement Officers' and Fire Fighters' (LEOFF) Trust Agreement, and subsequent amendments.

17.3.1 **HEALTH & WELFARE** – Effective the first available enrollment period following execution of this Agreement by the parties, the Employer shall provide benefits identified as LEOFF Plan F. As an alternative, subject to any

participation/enrollment requirements imposed by the LEOFF Trust or AWC, employees may enroll in AWC Kaiser \$200.

- 17.3.2 DENTAL – The Employer shall provide dental benefits, with additional orthodontia coverage, identified as Plan D-5 with the United Employees Benefit Trust.
- 17.3.3 VISION – For employees who select LEOFF Trust Plan F, the Employer shall provide vision benefits through LEOFF Plan F, which is bundled with Plan F. For employees who select AWC Kaiser \$200, the Employer shall provide vision benefits through Vision Services Plan (VSP) No-Deductible and pay 100% of the premiums.
- 17.3.4 TIME Loss – The Employer shall provide benefits for Time Loss through the United Employees Benefit Trust.
- 17.3.5 LIFE INSURANCE - THE Employer will provide life insurance to each covered employee in the amount of fifty thousand (\$50,000) dollars.
- 17.3.6 DISABILITY – The Employer shall provide AWC long term disability for LEOFF II Employees.

- 17.4 Premium sharing for LEOFF Trust Plan F (2018): Solely for the 2018 calendar year, the Employer shall pay ninety-five percent (95%) of the premiums for medical per month for the employee and eligible spouse/dependents, and the employee shall pay five percent (5%) of the medical premiums per month for the employee, an eligible spouse, and up to two (2) dependents, with no additional charge for more than two (2) dependents. In any calendar year in which the cost of annual medical premiums increases by more than eight percent (8%) over the previous year, the Employer and employees agree to equally split the cost increase exceeding eight percent (8%).

Premium sharing for LEOFF Trust Plan F (starting 2019): Effective January 1, 2019, the City shall pay ninety-five percent (95%) of the medical premiums per month for the employee and eligible spouse/dependents, and the employee shall pay five percent (5%) of the medical premiums per month for the employee, an eligible spouse, and up to two (2) dependents, with no additional charge for more than two (2) dependents. This premium cost-sharing arrangement shall apply without any cap on annual premium increases.

Premium sharing for AWC Kaiser \$200 (starting 2019): Effective January 1, 2019, the City shall pay ninety-five percent (95%) of the medical premiums per month for the employee and eligible spouse/dependents, and the employee shall pay five percent (5%) of the medical premiums per month for the employee, an eligible spouse, and up to two (2) dependents, with no additional charge for more than two (2) dependents. This premium cost-sharing arrangement shall apply without any cap on annual premium increases.

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- 17.5 The employee's contribution to insurance premiums shall be paid through the City's IRC Section 125 plan.

ARTICLE 18 HOURS OF WORK AND OVERTIME

- 18.1 **WORK CYCLE** – The regular work cycle shall be one hundred sixty (160) hours in a twenty-eight (28)-day period.

18.1.1 **Work Schedule** – The regular patrol work schedule shall consist of four (4) consecutive ten (10)-hour days on duty, followed by three (3) consecutive days off duty. The Police Chief reserves the right to assign an alternate work schedule for employees when assignments, special duties, training, vacations or sick leave preclude the use of the regular work schedule. In addition, the Employer has the discretion to assign the Traffic Unit to a 3/12 alternative work schedule. Alternative work schedules for other specialty units may be assigned based on mutual agreement between the Employer and the Guild.

18.1.2 **Work Day** – The work day shall consist of a twenty-four (24)-hour period which begins at the start of the employee's regular work shift. For example, if an employee's work shift begins at 0700 on Monday, then the work day runs from 0700 Monday until 0659 Tuesday.

18.1.3 Absent an emergency, or the circumstances described in Section 18.1.1 above, the Employer shall notify the Guild in writing not less than thirty (30) calendar days before a proposed permanent change to the work schedule (*i.e.*, 4140, 5/8, etc.). The parties agree to promptly meet to bargain the issue. Should no mutual agreement be reached, the parties agree to submit the issue to mediation and then, if necessary, to statutory interest arbitration solely for resolution of the issue. No permanent schedule change shall occur unless by mutual agreement or an interest arbitration award authorizing such change.

18.1.4 Overtime shall be hours worked in excess of one hundred-sixty (160) hours in a twenty-eight (28)-day work cycle, or in excess of the employee's scheduled work shift, and shall be paid at the rate of one and one-half (1Y:z) times the employee's regular straight time hourly rate of pay for hours actually worked to the nearest quarter of an hour, or in compensatory time off at one and one-half (1Y:z) times the employee's regular straight time hourly rate of pay.

18.1.5 The use of vacation, holiday, sick leave and compensatory time shall, for the purpose of overtime calculation, constitute hours worked.

18.1.6 **Shift Adjustment** – In the event that an employee's work schedule, as defined in Section 18.1.1 is changed and the employee is assigned to a new patrol shift (day/swing/grave) with less than seventy-two (72) hours' notice, the employee shall work the new shift. All hours worked outside of the hours the employee was originally

scheduled to work shall be paid at the employee's overtime rate of pay or in compensatory time off, at his/her discretion. If the employee voluntarily requests a new patrol shift outside of his/her regular patrol shift, then the overtime and compensatory time off provisions of this section shall not apply.

18.1.7 Shift Extensions – Shift extensions are paid at the employee's overtime rate of pay or in compensatory time off.

18.2 OFF-DUTY CALLOUT – An employee called out to cover a partial patrol shift, or prior to his/her scheduled patrol shift, or for investigative purposes, shall receive three (3) hours minimum pay at the employee's overtime rate of pay or in compensatory time off. If an employee is called in early prior to his/her scheduled shift, the employee shall still work his/her entire scheduled shift.

18.2.1 Telephone Calls – Telephone calls to employees shall not be eligible for overtime or compensatory time off unless the call exceeds five (5) minutes. In that event, employees shall be compensated to the nearest quarter hour at the overtime rate of pay.

18.3 Any employee who volunteers to work an overtime or compensatory time shift for any specialty unit is not subject to Section 18.1.6 (shift adjustment overtime) or Article 18.2 (off-duty callout).

18.4 Any employee who works and submits for overtime payment while performing the duties outlined in a federal/state grant or a Memorandum of Understanding (MOU) from an external agency shall follow the guidelines and requirements of the federal/state grant or the MOU. In the event any terms of the federal/state grant or the MOU conflict with any of the policies stated in Article 18, then the terms of the federal/state grant or MOU shall apply.

18.5 Court Appearances – Any employee subpoenaed for a court appearance shall receive three (3) hours minimum pay at the employee's overtime rate of pay or in compensatory time off. For telephonic court hearings, including administrative DOL hearings, employees not on duty who are required to attend the telephonic hearing shall be paid one (1) hour at the employee's overtime rate of pay or in compensatory time off, plus overtime or compensatory time off for actual time spent beyond one (1) hour.

18.6 Department-Wide/Quarterly Squad Meetings – Department-wide or quarterly squad meetings, where employees are required to attend while not on duty, will be paid at employees' overtime rates of pay or in compensatory time off.

18.7 K-9 PREMIUM – Employees who are assigned to the K-9 division shall receive a four (4) hour reduction in the normal monthly work schedule as compensation for the required off-duty responsibilities inherent to the K-9 program, only when the City has a full-time K-9 animal. The K-9 officer will receive a 5% premium per month. The employer agrees

to purchase one jumpsuit and/or current approved K-9 uniform per year, per officer assigned to the unit.

18.8 COMPENSATORY TIME – Compensatory time up to eighty (80) hours at the applicable rate may be accrued at the employee's discretion. Requests to use accrued compensatory time will be scheduled within a reasonable time after the request is submitted, provided the time off will not unduly disrupt the operations of the Department.

18.8.1 Once an employee has reached the compensatory time accrual maximum of eighty (80) hours, all additional overtime hours worked will be paid at the applicable overtime rate of pay.

18.9 Except in emergencies the Employer shall post the new shift schedules fourteen (14) calendar days in advance of said shift change. Any shift change which is mutually agreed upon shall not apply to this section.

18.10 SHIFT BIDDING: Shift bids for patrol (*i.e.*, non-specialty assignments) occur twice each calendar year, no later than April 1st and November 1st respectively. Shifts are bid in six (6) calendar month blocks (January - June; July - December). Sergeants bid first by seniority within the classification. Officers bid next by seniority within the Department.

18.11 MANDATORY OVERTIME ON A HOLIDAY: When an employee not regularly scheduled to work on a recognized holiday, as defined in Article 14, is required to work mandatory overtime on the holiday, or is called out to duty (*e.g.*, SWAT call-out) on the holiday, his/her holiday overtime rate of pay shall be two (2) times his/her regular rate of pay for all hours worked on the holiday, including hours worked outside of a regular shift that occur on a holiday.

ARTICLE 19 OUT OF CLASS PAY

19.1 ACTING PAY – Employees required by the Police Chief or his/her designee to accept the responsibilities and carry out the duties of a position or rank above that which he normally holds shall be paid at the rate for that position's rank or a five percent (5%) premium increase of their current rate whichever is highest while so acting. However, such person shall not be paid in the higher wage classification until the employee has worked one (1) shift at the higher classification. If any such employee works the above amount or more at the higher classification, he/she shall be paid the proper pay scale beginning with the first day so assigned.

ARTICLE 20 PREMIUMS

20.1 EDUCATIONAL PREMIUM - An educational premium of two and one half percent (2.5%) of the employee's base monthly wage shall be paid to those employees who have achieved an AA/AS Degree (a two-year degree in a job related field). Employees who have achieved a BA/BS Degree (a four-year degree in a job related field) shall receive five (5.0%) percent of the employee's base monthly wage.

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- 20.2 DETECTIVE PREMIUM -- Patrol Officers assigned to the investigation division shall receive five percent (5%) premium pay per month while in the assignment. Patrol officers and sergeants assigned to the investigation division shall receive one hundred dollars (\$100) for each on-call weekend shift.
- 20.3 FIELD TRAINING OFFICER (FTO) PREMIUM - Patrol Officers who are certified and assigned as field training officers shall receive five percent (5%) premium pay per month for any month in which the employee is assigned and performs FTO duties for at least one (1) shift. This premium shall apply only to the training of regular full-time police officers, commissioned reserve officers.
- 20.4 HAZARDOUS DUTY PAY - Patrol Officers assigned to the Clan-Lab Team or SWAT Team shall receive two and one-half percent (2.5%) premium pay per month while in the assignment. Officers assigned to operate a police Motorcycle shall receive 5% premium pay.
- 20.5 LIMITATIONS – No employee shall receive more than a total of five percent (5%) per month of the non-educational premium pays set forth in Sections 20.2, 20.3, and/or 20.4 above.
- 20.6 SERGEANT SPECIALTY PAY – Sergeants assigned to a specialty shall receive a four percent (4%) premium per month while performing the assignment. Specialties shall include, but are not limited to, Investigations (Detective Sergeant), FTO/Reserves (combined), Traffic, Firearms, and Marine Services. Each sergeant in the bargaining unit will be assigned at least one (1) specialty and corresponding specialty pay, however, a sergeant may voluntarily opt-out of the assignment and specialty pay upon mutual agreement with the Employer. If a sergeant is both qualified and volunteers for a specialty, but the Employer elects not to assign, the sergeant shall nonetheless receive the four percent (4%) premium. Probationary sergeants will not be eligible for either specialties or corresponding specialty pay unless approved at the sole discretion of the Employer. No sergeant may receive more than four percent (4%), regardless of the number of specialty assignments performed.
- 20.7 SERVICE BASED MERIT PAY - Employees who obtain an overall satisfactory performance rating in the past two (2) annual evaluations, have not received economic discipline in past twenty-four (24) months and if have served at least twenty-four (24) months in an ancillary assignment to patrol, which includes: Firearms, Less Lethal, Field Training Officer, School Resource Officer, Detectives, Traffic, SWAT, Marine Services Unit, Civil Disobedience, Target Zero Team, Clandestine Lab Team, Reserve Coordinator, K9, Bike Unit, Public Information Officer, will receive a premium set forth in the schedule below.
- Step 1 – 7 to 10 years – 2% increase
Step 2 – 10 – 15 years – 3% additional increase
Step 3 – 15 – 20 years – 4% additional increase

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- 20.7.1 Employees hired after January 1, 2009 with previous law enforcement experience may use their combined time from their previous employer to calculate service time at a rate of one half (.5) years for each year of full-time service to the City of Bonney Lake, toward service based merit pay. The employees can use a maximum of 50% of time from the previous employer.
- 20.7.2 SERVICE BASED MERIT PAY APPLICATION -Employees who believe they are eligible for Service Based Merit Pay must submit a departmentally approved Service Based Merit Pay Application to the Police Chief or his/her designee at each indicated step as indicated in Article 20.6. The Police Chief or designee shall review the employee file and respond in writing (formal memo or electronic) indicating acceptance or denial of the application within seven (7) calendar days of receipt of the application. If the application is approved, the employee will receive the step requested on the next appropriate pay period. If the City fails to complete an annual evaluation, the employee may request a performance evaluation review to be completed within thirty (30) calendar days of received request. Failure to submit an application for Service Based Merit Pay in a timely manner will not result in retroactive pay for the employee.

ARTICLE 21 SAVINGS CLAUSE

- 21.1 SAVINGS CLAUSE – If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The Article and Section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be negotiated for the purpose of adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, the parties agree to be bound by the position of a tribunal of competent jurisdiction, or a tribunal agreed to by the parties.

ARTICLE 22 PURGING OF DISCIPLINE

- 22.1 Records of disciplinary action shall not be considered for purposes of progressive discipline based on the following timelines:

Verbal reprimand: Written records of a verbal reprimand shall be excluded from consideration for purposes of progressive discipline after twelve (12) months without reoccurrence of the same or similar conduct giving rise to the verbal warning. Should there be a reoccurrence, the time period shall reset.

Written reprimand: Written reprimands shall be excluded from consideration for purposes of progressive discipline after twelve (12) months without reoccurrence of the same or similar conduct giving rise to the written reprimand. Should there be a reoccurrence, the time period shall reset.

Suspensions: Records of a suspension shall be excluded from consideration for purposes of progressive discipline after forty-eight (48) months without reoccurrence of the same or similar conduct giving rise to the suspension. Should there be a

reoccurrence, the time period shall reset. Provided, however, that any suspension based on workplace violence, sexual harassment, discrimination, or theft shall permanently remain in effect for purposes of progressive discipline.

22.2 The provisions of this Article shall not apply to probationary employees.

ARTICLE 23 SAFETY

23.1 The Employer shall comply with the Washington State Safety and Health Act. This does not require the Employer to purchase firearms, which will be purchased by employees as per current practice. This does require the Employer to provide body armor, and does require the Employer to replace or repair safety items according to manufacturers' recommendations.

ARTICLE 24 LAYOFF

24.1 In the event of a reduction in the workforce, the Employer shall lay off the employee with the least seniority within the classification from which the layoff occurs. Employees who have completed their probation in a previous position may bump back to the classification from which they were promoted.

ARTICLE 25DEFERRED COMPENSATION

25.1 The Employer shall provide a monthly contribution to a Deferred Compensation Plan of fifty dollars (\$50.00) for regular full-time employees who have completed their initial probation period. In addition, the Employer will match up to an additional fifty dollars (\$50.00) per month for regular full-time employees who have completed their initial probation period and elect to make monthly contributions. The maximum total contribution by the Employer for any regular full-time employee shall not exceed one hundred dollars (\$100.00). Lateral hire employees shall receive matching contributions from date of hire. The bargaining unit membership shall choose one (1) plan for all members from a list of available plans provided by the Employer.

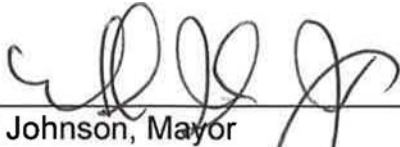
ARTICLE 26EFFECTIVE DATE AND DURATION OF AGREEMENT

26.1 This Agreement, effective and retroactive to January 1, 2018, shall remain in full force and effect until December 31, 2020.


DATED this 16th day of October ' 2018

CITY OF BONNEY LAKE

BONNEY LAKE POLICE GUILD



Neil Johnson, Mayor



Ron Sasaki, President



Bryan Jeter, Chief of Police



Marcus Koehn, Vice President

APPENDIX A
 TO THE
 AGREEMENT
 BY AND BETWEEN
 CITY OF BONNEY LAKE, WASHINGTON
 AND
 BONNEY LAKE POLICE GUILD
 (REPRESENTING THE POLICE OFFICERS)
 JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

THIS APPENDIX is supplemental to that Agreement by and between the CITY OF BONNEY LAKE, WASHINGTON ("Employer") and the BONNEY LAKE POLICE GUILD ("Guild").

A.1 Effective January 1, 2018, the monthly rates of pay for employees covered by this Agreement shall be increased by 2.50% (January 1, 2018) + 0.50% (July 1, 2018).

Classification	Step A 00-06 mo.	Step B 07-12 mo.	Step C 13-24 mo.	Step D 25-36 mo.	Step E 37-48 mo.	Step F 49+ mo.
Police Sergeant	8283	8283	8283	8283	8283	8283
Patrol Officer	5783	6048	6329	6594	6872	7144
Police Sergeant July 1, 2018	8324	8324	8324	8324	8324	8324
Patrol Officer July 1, 2018	5812	6078	6361	6627	6906	7180

A.2 Effective January 1, 2019, the monthly rates of pay for employees covered by this Agreement shall increase by 2.50% (January 1, 2019) + 0.50% (July 1, 2019).

Classification	Step A 00-06 mo.	Step B 07-12 mo.	Step C 13-24 mo.	Step D 25-36 mo.	Step E 37-48 mo.	Step F 49+ mo.
Police Sergeant	8533	8533	8533	8533	8533	8533
Patrol Officer	5957	6230	6520	6792	7079	7359
Police Sergeant July 1, 2019	8575	8575	8575	8575	8575	8575
Patrol Officer July 1, 2019	5987	6261	6553	6826	7114	7396

A.3 Effective January 1, 2020, the monthly rates of pay for employees covered by this Agreement shall increase by 3.25%.

Classification	Step A 00-06 mo.	Step B 07-12 mo.	Step C 13-24 mo.	Step D 25-36 mo.	Step E 37-48 mo.	Step F 49+ mo.
Police Sergeant	8854	8854	8854	8854	8854	8854
Patrol Officer	6182	6464	6766	7048	7345	7637