Location: Bonney Lake Justice Center, 9002 Main Street East, Bonney Lake, Washington.

I. Call to Order: Mayor Neil Johnson

II. Roll Call:
Elected Officials: Mayor Neil Johnson, Jr., Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember James Rackley, and Councilmember Tom Watson.

III. Agenda Items:


   C. Council Open Discussion.


IV. Executive Session: Pursuant to RCW 42.30.110(b), the City Council may hold an executive session. The topic(s) and the session duration will be announced prior to the executive session.

V. Adjournment

For citizens with disabilities requesting translators or adaptive equipment for listening or other communication purposes, the City requests notification as soon as possible of the type of service or equipment needed.
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City of Bonney Lake, Washington

City Council Agenda Bill (AB)

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<tr>
<th>Department/Staff Contact: Jenna Richardson / Administrative Services</th>
<th>Meeting/Workshop Date: 17 January 2011</th>
<th>Agenda Bill Number: AB12-12</th>
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<tr>
<td><strong>Agenda Item Type:</strong></td>
<td><strong>Ordinance/Resolution Number:</strong> 2180</td>
<td><strong>Councilmember Sponsor:</strong></td>
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<td>Resolution</td>
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**Agenda Subject:** Collective Bargaining Agreement Between the City and Bonney Lake Police Guild

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington,Authorizing The Mayor To Sign The 2012 - 2014 Collective Bargaining Agreement Between The City And The Bonney Lake Police Guild For Law Enforcement And Support Services.

**Administrative Recommendation:** Approve

**Background Summary:** The Collective Bargaining Agreements between the City and the Bonney Lake Police Guild (Law Enforcement and Support Staff) expired on 12/31/2011. The City met with representatives from the Bonney Lake Police Guild and have reached a tentative agreement. The City Council was briefed on 10 January 2012.

**Attachments:** Collective Bargaining Agreements for the Bonney Lake Police Guild for Law Enforcement and Support Staff with changes (in strikethrough and double underlined format) as tentatively agreed upon.

### BUDGET INFORMATION

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<th>Current Balance</th>
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**Budget Explanation:** The City budgeted 3% for an increase to the cost of the contract in 2012. The tentative agreement that has been reached would cost approximately 3.03% in 2012. The cost in additional years of the contract (2013 and 2014) will depend upon the cost of health care increases, but the salary increase will be 2.88%. The increase includes: changes to the salary range, the ICMA deferred compensation program, health care premiums, clothing allowances and a new program that includes a Retirement Health Savings program through ICMA.

### COMMITTEE, BOARD & COMMISSION REVIEW

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<th>Approvals:</th>
<th>Yes</th>
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**Forward to:**

**Consent Agenda:** Yes ♦ No ☐

**Commission/Board Review:**

**Hearing Examiner Review:**

### COUNCIL ACTION

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<th>Public Hearing Date(s):</th>
<th>Meeting Date(s):</th>
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### APPROVALS

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<th>Mayor: NHJ</th>
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**Date Reviewed by City Attorney:**

(if applicable):
RESOLUTION NO. 2180


The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the agreement attached hereto and incorporated herein by this reference.

PASSED by the City Council this 17th day of January, 2012.

______________________________
Neil Johnson Jr., Mayor

ATTEST:

______________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

______________________________
James Dionne, City Attorney
AGREEMENT

BY AND BETWEEN

CITY OF BONNEY LAKE

AND

BONNEY LAKE POLICE GUILD

(REPRESENTING THE LAW ENFORCEMENT EMPLOYEES)

(JANUARY 1, 2012 THROUGH DECEMBER 31, 2014)
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TO THE
COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

CITY OF BONNEY LAKE
AND

BONNEY LAKE POLICE GUILD

(REPRESENTATING THE LAW ENFORCEMENT EMPLOYEES)

(JANUARY 1, 2009 THROUGH DECEMBER 31, 2014)

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City of Bonney Lake / Bonney Lake Police Guild

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City of Bonney Lake / Bonney Lake Police Guild

These Articles constitute an Agreement between the City of Bonney Lake, a political subdivision of the State of Washington, hereinafter referred to as the "Employer" or "City" and the Bonney Lake Police Guild, Bonney Lake Washington, hereinafter referred to as the "Guild".

ARTICLE 1   GUILD RECOGNITION

1.1 GUILD RECOGNITION — The Employer, for all employees in classifications listed in Appendix A and under their direct and indirect control of hiring and firing, hereby recognizes the Guild to be the exclusive bargaining agent in all matters of wages, hours and conditions for said employees.

The language of this Section does not waive and is not a bar to the Guild's right to petition PERC for the inclusion of other classifications (new or current) in the Guild.

1.2 Temporary and provisional employees, as defined in the City's Civil Service Rules in effect as of January 1, 2006, are not covered by this Agreement. However, no temporary or provisional employee may work more than 800 hours in any calendar year without mutual agreement between the Guild and the Police Chief.

1.3 The City agrees to not hire a temporary or provisional employee to displace or replace a current member of the bargaining unit.
ARTICLE 2    GUILD MEMBERSHIP

2.1  GUILD MEMBERSHIP — It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Guild in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members in good standing on the effective date of this Agreement shall become and remain members in good standing in the Guild. It shall be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the 30th day following the beginning of such employment, become and remain members in good standing in the Guild.

2.2  It shall be a condition of employment of all employees of the Employer covered by this Agreement to pay to the employees' exclusive bargaining representative an amount equal to that paid by other employees in the bargaining unit who are members of the Guild, which shall be limited to an amount of money equal to the Guild's regular and usual initiation fees and its regular and usual dues. For present employees, such payment shall commence thirty-one (31) days following the effective date of this Agreement, and for new employees the payment shall start thirty-one (31) days following the date of employment.

2.3  The City shall notify the Guild in writing within twenty (20) calendar days of the hiring of a new employee. The notification shall provide the Guild with the name, home address, home phone number, Social Security number, starting pay step, and classification of the new employee.

2.4  Upon the written authorization of an employee, and with the approval of the Guild, the City shall deduct from the wages of each employee the uniform dues, initiation fees and assessments required for membership in the Guild, as provided to the City, in writing, by the Guild from time to time. The City shall transmit each once per month said moneys to the Guild, along with the names of each employee whose dues are transmitted. Beginning February 1, 2006, if requested by the Guild, in writing, the City shall use and timely transmit Guild moneys to the Guild's designated financial institution and account via Electronic Funds Transfer (EFT).

2.5  At the option of the employee, an employee's payroll shall be timely transmitted to the employee's designated financial institution and account through the use of Electronic Funds Transfer (EFT).
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.

3.2 The parties acknowledge that each has had the 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 opportunity are set forth in this Agreement. Therefore, the Employer and the Guild, for the duration of this Agreement, each voluntarily agree to waive the right to oblige the other party to bargain with respect to any matter not specifically referred to or covered by this Agreement, except as may be mutually agreed to.
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 of 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, employee’s immediate supervisor or the Police Chief. 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 employee’s immediate supervisor or the Police Chief 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 make a request to present the grievance, in writing, to the Mayor or his/her designee. The written grievance shall be presented by a Guild representative to the Mayor or the Mayor’s designated representative who shall 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 does not occur, the written grievance shall be presented by a Guild representative to 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 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 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 7 ....................... DISCIPLINE 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 or written reprimand, and except for employees serving an initial probationary period who are discharged.

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/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.

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 tape records the interview, a copy of the complete tape 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 tapes 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.

7.4 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.

7.4.1 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.

7.4.2 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.
7.4.3 **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.

7.5 **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. Such right to consult with a representative or attorney shall not delay the giving of the statement more than seventy two (72) twenty-four (24) hours.
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.

9.1.1  EDUCATIONAL CONFERENCES — Members of the Guild, including support employees, may be granted leave from duty with pay to attend Guild sponsored educational conferences; provided, however, no additional expense is incurred by the Employer, and when such attendance has been determined by the Chief of Police as a positive benefit to the Employer. If the benefit to the Employer is not positive, then such attendance shall be on the employee’s own time, with no expense to the Employer. The total time permitted for educational conferences shall not exceed four (4) working days annually.
ARTICLE 10   INSPECTION PRIVILEGES

10.1 INSPECTION PRIVILEGES — Authorized agents of the Guild shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the Department's working schedule and with prior approval of the Chief of Police.
ARTICLE 11

SICK LEAVE

11.1 SICK LEAVE — Employees shall accrue sick leave at the rate of eight (8) hours for each full calendar month of employment, to a maximum of nine hundred-sixty (960) hours.

11.2 PAYOFF — Payoff shall be based on an accumulation of unused sick leave to a maximum of seven hundred-twenty (720) hours. Employees shall be compensated at their regular base rate of pay in effect when permanently separated from employment in accordance with the following schedule:

| Resignation or layoff | 25% |
| Disability, death or retirement | 100% |

11.3 USAGE — Employees eligible for sick leave with pay shall have such leave deducted from accrued sick leave for the following reasons:

11.3.1 Personal illness or physical incapacity resulting from cause beyond employee's control.

11.3.2 Forced quarantine of the employee in accordance with community health requirements.

11.3.3 The illness of a member of the employee's immediate family which shall include spouse or registered domestic partner, son or daughter, stepchildren, mother or father, stepmother or stepfather, mother-in-law or father-in-law, or any person who is a resident of the employee's household.

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. The three-day limitation shall not apply if the employer has documented reasonable suspicion that sick leave is being abused.

11.4.2 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 Employees receiving sick leave with pay who simultaneously receives compensation under the Worker's Compensation Law or other insurance plan paid for by the Employer, shall receive, for the duration of such compensation, only that
portion of their regular salary which, together with said compensation, shall equal their regular salary; provided, however, this provision shall not apply to compensation received for benefits other than salary compensation.

11.5 **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 three (3) days 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 designee. 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 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 used one hundred twenty (120) hours of documented vacation hours in the current calendar year and PROVIDED that payout may only occur if a request to use any vacation in excess of one hundred twenty (120) hours has been denied in writing. 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.

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, PROVIDED the employee has used one hundred twenty (120) hours of vacation in the previous twelve (12) months; otherwise an employee shall be paid for up to a maximum of two hundred forty (240) hours of vacation at the time of their 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. All employees shall accrue one shift per month 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, or 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, by February 1, provided accrued in one (1) calendar year may be taken prior to April 1, in the following calendar year if scheduled prior to the end of the year of accrual.

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 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 accrued unused banked in-lieu-of holiday time for only those holidays that would have already occurred during the calendar year, but unused in-lieu-of holiday time at the employee's current regular rate of pay.

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 Years.
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 - The guild has agreed to a change of pay dates that would be the same as the other employees in the city (the 7th and 22nd of each month). It was agreed that if this change causes a shortage on a pay period the employee may request vacation or compensatory time be sold back to The City from their bank. 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 ($800.00) 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 Police 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 to provide a vehicle with take home privileges, the Employer shall replace the vehicle at no cost to the employee. If at any point the Employer is unable 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 hired after January 1, 2006, who are a Washington State Criminal Justice Training Commission (CJTC) certified lateral police officer or who are 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 For employees hired after January 1, 2006, who are an entry level police officer probation shall be eighteen (18) months from their date of hire.

16.6.3 At the Police Chief’s 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, to the United Teamsters Welfare Trust Fund. 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 subsequent amendments, creating the United Teamsters Welfare Trust Fund, and as subsequently amended. Further, the Employer accepts as his representative for the purpose of this Trust Fund, the Employer Trustees serving on the Board of Trustees of the Trust Fund and their duly appointed successors.

17.3.1 HEALTH & WELFARE — The Employer shall provide benefits identified as Plan "A-4."

17.3.2 DENTAL — The Employer shall provide benefits identified as Plan D-5. With additional Orthodontia coverage.

17.3.3 VISION — The Employer shall provide benefits identified as Vision III.

17.3.4 TIME LOSS — The Employer shall provide benefits for Time Loss.

17.3.5 LIFE INSURANCE — The Employer will provide life insurance to each covered employee in the amount of twenty thousand ($20,000) dollars.

17.3.6 LEOFF II DISABILITY — The Employer shall provide AWC long term disability for LEOFF II Employees.

17.3.7 RETIREMENT HEALTH SAVINGS — The Employer shall provide matching contributions to the ICMA Retirement Health Savings plan for regular full-time employees who have completed their initial probation period, not to exceed fifty ($50) per month. Lateral hire employees shall receive matching contributions from the date of hire.

17.4 Effective upon execution of this Agreement, the Employer shall pay 100% of the premiums for the employee and the employee shall pay three (3%) per month of the premium for his/her eligible spouse and one (1%) of the premium for each eligible dependent up to a maximum of two (2) dependents for the plans and benefits set forth above through December 31, 2014. The Employer shall pay the balance of the premiums set forth above Effective upon execution of this Agreement, the employees
shall pay sixty dollars ($60.00) per month toward the premiums for the plans and benefits set forth above through December 31, 2010. The Employer shall pay the balance of the premiums set forth above.

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 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.

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 fourteen (14) calendar days of a shift change, (i.e., 4-40 vs. 5 on, 2 off) but such change may not be implemented until the Employer has met and conferred for not less than thirty (30) calendar days (following the 14 days referred to above) with the Guild regarding said 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 and shall be paid at the rate of one and one-half (1 ½) 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 (1 ½) 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  In the event that an employee's scheduled shift is changed with less than forty-eight (48) 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.

18.2  **OFF-DUTY CALLBACK** — Personnel called back to duty after the completion of a shift shall receive three (3) hours minimum pay at the employee's overtime rate of pay. Telephone calls to employees shall not be eligible for callback pay unless the call is in excess of ten (10) minutes. In that event, employees shall be compensated to the nearest quarter hour at the overtime rate of pay.

18.2.1  Department-wide Meetings. Department-wide meetings are not subject to callback minimums as set forth in Section 18.2 above, and employees required to
attend Department-wide meetings will be paid at their appropriate rate of pay for the actual time spent in a Department-wide meeting. Training for all employees of the Department may be conducted during Department-wide meetings.

18.3 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.

18.4 COMPENSATORY TIME — Compensatory time up to forty (40) hours at the applicable rate, may be accrued at the employee's discretion to be taken at a mutually agreeable time.

18.4.1 Compensatory time accumulated beyond forty (40) shall be given the employee either in compensatory time off; or pay at the applicable rate at the Employer's discretion.

18.5 Except in emergencies the Employer shall post the new shift schedules seventy-two (72) hours in advance of said shift change. Any shift change which is mutually agreed upon shall not apply to this section.
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 which ever 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.

20.2 DETECTIVE PREMIUM -- Patrol Officers, including Sergeants assigned to the investigation division shall receive five percent (5%) premium pay per month while in the assignment.

20.3 FIELD TRAINING OFFICER (FTO) PREMIUM -- Employees 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 -- An employee assigned to the Clan-Lab Team, 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 SERVICE BASED MERIT PAY -- Employees who obtain an overall satisfactory performance rating in the past two (2) annual evaluations, have not received any economic discipline in past twenty-four (24) months and if 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, (i.e. Firearms, FTO, SRO, Detective, Investigations, Traffic, SWAT, MSU, Clandestine Lab Team or Reserve Coordinator…etc…).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

20.6.1 Employee's hired after January 1, 2009 with previous law enforcement experience may use their combined time from their previous employer to calculate...
20.6.2 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 The Employer may take disciplinary action of any employee for just cause, but no employee shall be discharged or suspended unless a written warning notice shall previously have been given to such employee of a complaint against the employee concerning work conduct, except that no such prior warning notice shall be necessary if the cause for discharge or suspension is for serious misconduct.

22.2 The complaint specified in such prior written warning notice shall be for the same type of misconduct as the cause for disciplinary action. The written notice shall remain in an employee’s file for a period of not more than twelve (12) months.

22.3 Should the employee commit the same misconduct during the next thirty-six (36) month period, a written reprimand (including the disciplinary action taken) may remain in the employee’s file for thirty-six (36) months from the date of the subsequent misconduct.

22.4 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 25 ..................... DEFERRED COMPENSATION

25.1 The Employer shall provide matching contributions to a Deferred Compensation Plan for regular full-time employees who have completed their initial probation period, not to exceed seventy-five ($75,000.00). 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 26 ..................... EFFECTIVE DATE AND DURATION OF AGREEMENT

26.1  This Agreement, effective and retroactive to January 1, 2009, shall remain in full force and effect until December 31, 2014.

DATED this _________ day of _______________, 2012

CITY OF BONNEY LAKE        BONNEY LAKE POLICE GUILD

Neil Johnson, Mayor ____________________ Robert Kocher, President

Mike Mitchell, Dana Powers, Interim Chief of Police ____________________ Brian Byerly, Sean Scott, Vice President

Laura Miller, Kristine Yanez, Secretary / Treasurer ____________________

Sean Lemoine
Attorney for Bonney Lake Police Guild
APPENDIX A
TO THE
AGREEMENT
BY AND BETWEEN
CITY OF BONNEY LAKE, WASHINGTON
AND
BONNEY LAKE POLICE GUILD
(REPRESENTING THE POLICE OFFICERS)
JANUARY 1, 2009, THROUGH DECEMBER 31, 2014

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, 2009, the monthly rates of pay for employees covered by this Agreement shall be increased by 2.88%.

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The Sergeant pay step will be $6478 as of January 1, 2009, and subsequently adjusted by the COLAs set forth below.

A.2 Effective January 1, 2013 and January 1, 2014, the monthly rates of pay for employees covered by the Agreement shall be increased by 2.88%.

A.4 Effective July 1, 2010, the rates of pay set forth in Section A.4 shall be increased by two percent (2%).
AGREEMENT

BY AND BETWEEN

CITY OF BONNEY LAKE

AND

BONNEY LAKE POLICE GUILD

(REPRESENTING THE LAW ENFORCEMENT EMPLOYEES)

(JANUARY 1, 2012 THROUGH DECEMBER 31, 2014)
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TO THE
COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
CITY OF BONNEY LAKE
AND
BONNEY LAKE POLICE GUILD

(REPRESENTING THE LAW ENFORCEMENT EMPLOYEES)

(JANUARY 1, 2012 THROUGH DECEMBER 31, 2014)

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AGREEMENT
BY AND BETWEEN
CITY OF BONNEY LAKE
AND
BONNEY LAKE POLICE GUILD
(REPRESENTING THE LAW ENFORCEMENT EMPLOYEES)

(JANUARY 1, 2012 THROUGH DECEMBER 31, 2014)

These Articles constitute an Agreement between the City of Bonney Lake, a political subdivision of the State of Washington, hereinafter referred to as the "Employer" or "City" and the Bonney Lake Police Guild, Bonney Lake Washington, hereinafter referred to as the "Guild".

ARTICLE 1    GUILD RECOGNITION

1.1 GUILD RECOGNITION — The Employer, for all employees in classifications listed in Appendix A and under their direct and indirect control of hiring and firing, hereby recognizes the Guild to be the exclusive bargaining agent in all matters of wages, hours and conditions for said employees.

The language of this Section does not waive and is not a bar to the Guild’s right to petition PERC for the inclusion of other classifications (new or current) in the Guild.

1.2 Temporary and provisional employees, as defined in the City's Civil Service Rules are not covered by this Agreement. However, no temporary or provisional employee may work more than 800 hours in any calendar year without mutual agreement between the Guild and the Police Chief.

1.3 The City agrees to not hire a temporary or provisional employee to displace or replace a current member of the bargaining unit.
ARTICLE 2                      GUILD MEMBERSHIP

2.1  **GUILD MEMBERSHIP** — It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Guild in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members in good standing on the effective date of this Agreement shall become and remain members in good standing in the Guild. It shall be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the 30th day following the beginning of such employment, become and remain members in good standing in the Guild.

2.2  It shall be a condition of employment of all employees of the Employer covered by this Agreement to pay to the employees' exclusive bargaining representative an amount equal to that paid by other employees in the bargaining unit who are members of the Guild, which shall be limited to an amount of money equal to the Guild's regular and usual initiation fees and its regular and usual dues. For present employees, such payment shall commence thirty-one (31) days following the effective date of this Agreement, and for new employees the payment shall start thirty-one (31) days following the date of employment.

2.3  The City shall notify the Guild in writing within twenty (20) calendar days of the hiring of a new employee. The notification shall provide the Guild with the name, home address, home phone number, Social Security number, starting pay step, and classification of the new employee.

2.4  Upon the written authorization of an employee, and with the approval of the Guild, the City shall deduct from the wages of each employee the uniform dues, initiation fees and assessments required for membership in the Guild, as provided to the City, in writing, by the Guild from time to time. The City shall transmit each once per month said moneys to the Guild, along with the names of each employee whose dues are transmitted. The City shall use and timely transmit Guild moneys to the Guild's designated financial institution and account via Electronic Funds Transfer (EFT).

2.5  At the option of the employee, an employee's payroll shall be timely transmitted to the employee’s designated financial institution and account through the use of Electronic Funds Transfer (EFT).
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.

3.2 The parties acknowledge that each has had the 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 opportunity are set forth in this Agreement. Therefore, the Employer and the Guild, for the duration of this Agreement, each voluntarily agree to waive the right to oblige the other party to bargain with respect to any matter not specifically referred to or covered by this Agreement, except as may be mutually agreed to.
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 7 ....................... DISCIPLINE 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 or written reprimand, and except for employees serving an initial probationary period who are discharged.

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/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.

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 tape records the interview, a copy of the complete tape 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 tapes 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.

7.4 **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.

7.4.1 **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.

7.4.2 **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.
7.4.3 **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.

7.5 **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. Such right to consult with a representative or attorney shall not delay the giving of the statement more than seventy two (72) hours.
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.

9.1.1 EDUCATIONAL CONFERENCES — Members of the Guild, including support employees, may be granted leave from duty with pay to attend Guild sponsored educational conferences; provided, however, no additional expense is incurred by the Employer, and when such attendance has been determined by the Chief of Police as a positive benefit to the Employer. If the benefit to the Employer is not positive, then such attendance shall be on the employee’s own time, with no expense to the Employer. The total time permitted for educational conferences shall not exceed four (4) working days annually.
ARTICLE 10       INSPECTION PRIVILEGES

10.1 INSPECTION PRIVILEGES — Authorized agents of the Guild shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the Department's working schedule and with prior approval of the Chief of Police.
ARTICLE 11  SICK LEAVE

11.1  SICK LEAVE — Employees shall accrue sick leave at the rate of eight (8) hours for each full calendar month of employment, to a maximum of nine hundred-sixty (960) hours.

11.2  PAYOFF — Payoff shall be based on an accumulation of unused sick leave to a maximum of seven hundred-twenty (720) hours. Employees shall be compensated at their regular base rate of pay in effect when permanently separated from employment in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Reason</th>
<th>% Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resignation or layoff</td>
<td>25%</td>
</tr>
<tr>
<td>Disability, death or retirement</td>
<td>100%</td>
</tr>
</tbody>
</table>

11.3  USAGE — Employees eligible for sick leave with pay shall have such leave deducted from accrued sick leave for the following reasons:

11.3.1  Personal illness or physical incapacity resulting from cause beyond employee's control.

11.3.2  Forced quarantine of the employee in accordance with community health requirements.

11.3.3  The illness of a member of the employee's immediate family which shall include spouse or registered domestic partner, son or daughter, stepchildren, mother or father, stepmother or stepfather, mother-in-law or father-in-law, or any person who is a resident of the employee's household.

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. The three-day limitation shall not apply if the employer has documented reasonable suspicion that sick leave is being abused.

11.4.2  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  Employees receiving sick leave with pay who simultaneously receives compensation under the Worker's Compensation Law or other insurance plan paid for by the Employer, shall receive, for the duration of such compensation, only that
portion of their regular salary which, together with said compensation, shall equal their regular salary; provided, however, this provision shall not apply to compensation received for benefits other than salary compensation.

11.5 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 three (3) days 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 designee. 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 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 used one hundred twenty (120) hours of documented vacation hours in the current calendar year and PROVIDED that payout may only occur if a request to use any vacation in excess of one hundred twenty (120) hours has been denied in writing. 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.

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, PROVIDED the employee has used one hundred twenty (120) hours of vacation in the previous twelve (12) months; otherwise an employee shall be paid for up to a maximum of two hundred forty (240) hours of vacation at the time of their 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 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.

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 Years.
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 Police 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 Chief’s 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 subsequent amendments.

17.3.1 **HEALTH & WELFARE** — The Employer shall provide benefits identified as Plan A-4.

17.3.2 **DENTAL** — The Employer shall provide benefits identified as Plan D-5. With additional Orthodontia coverage.

17.3.3 **VISION** — The Employer shall provide benefits identified as Vision III.

17.3.4 **TIME LOSS** — The Employer shall provide benefits for Time Loss.

17.3.5 **LIFE INSURANCE** - The Employer will provide life insurance to each covered employee in the amount of twenty thousand ($20,000) dollars.

17.3.6 **DISABILITY** — The Employer shall provide AWC long term disability for LEOFF II Employees.

17.3.7 **RETIREMENT HEALTH SAVINGS** — The employer shall provide matching contributions to the ICMA Retirement Health Savings plan for regular full-time employees who have completed their initial probation period, not to exceed fifty ($50) per month. Lateral hire employees shall receive matching contributions from the date of hire.

17.4 Effective upon execution of this Agreement, the Employer shall pay 100% of the premiums for the employee and the employee shall pay three (3%) per month of the premium for his/her eligible spouse and one (1%) of the premium for each eligible dependent up to a maximum of two (2) dependents for the plans and benefits set forth above through December 31, 2014. The Employer shall pay the balance of the premiums set forth above.

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 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.

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 fourteen (14) calendar days of a shift change, (i.e., 4-40 vs. 5 on, 2 off) but such change may not be implemented until the Employer has met and conferred for not less than thirty (30) calendar days (following the 14 days referred to above) with the Guild regarding said 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 and shall be paid at the rate of one and one-half (1½) 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 (1½) 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 In the event that an employee’s scheduled shift is changed with less than forty-eight (48) 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.

18.2 Off-duty Callback — Personnel called back to duty after the completion of a shift shall receive three (3) hours minimum pay at the employee’s overtime rate of pay. Telephone calls to employees shall not be eligible for callback pay unless the call is in excess of ten (10) minutes. In that event, employees shall be compensated to the nearest quarter hour at the overtime rate of pay.

18.2.1 Department-wide Meetings. Department-wide meetings are not subject to callback minimums as set forth in Section 18.2 above, and employees required to
attend Department-wide meetings will be paid at their appropriate rate of pay for the actual time spent in a Department-wide meeting. Training for all employees of the Department may be conducted during Department-wide meetings.

18.3 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.

18.4 COMPENSATORY TIME — Compensatory time up to forty (40) hours at the applicable rate may be accrued at the employee's discretion to be taken at a mutually agreeable time.

18.4.1 Compensatory time accumulated beyond forty (40) shall be given the employee either in compensatory time off or pay at the applicable rate at the Employer's discretion.

18.5 Except in emergencies the Employer shall post the new shift schedules seventy-two (72) hours in advance of said shift change. Any shift change which is mutually agreed upon shall not apply to this section.
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 which ever 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.

20.2 DETECTIVE PREMIUM -- Patrol Officers, including Sergeants assigned to the investigation division shall receive five percent (5%) premium pay per month while in the assignment.

20.3 FIELD TRAINING OFFICER (FTO) PREMIUM — Employees 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 — An employee assigned to the Clan-Lab Team, 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 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

20.6.1 Employee’s 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 employee’s can use a maximum of 50% of time from the previous employer.
20.6.2 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 The Employer may take disciplinary action of any employee for just cause, but no employee shall be discharged or suspended unless a written warning notice shall previously have been given to such employee of a complaint against the employee concerning work conduct, except that no such prior warning notice shall be necessary if the cause for discharge or suspension is for serious misconduct.

22.2 The complaint specified in such prior written warning notice shall be for the same type of misconduct as the cause for disciplinary action. The written notice shall remain in an employee’s file for a period of not more than twelve (12) months.

22.3 Should the employee commit the same misconduct during the next thirty-six (36) month period, a written reprimand (including the disciplinary action taken) may remain in the employee’s file for thirty-six (36) months from the date of the subsequent misconduct.

22.4 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 25 ..................... DEFERRED COMPENSATION

25.1 The Employer shall provide matching contributions to a Deferred Compensation Plan for regular full-time employees who have completed their initial probation period, not to exceed fifty ($50.00). 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 26 ........................ EFFECTIVE DATE AND DURATION OF AGREEMENT

26.1 This Agreement, effective and retroactive to January 1, 2012, shall remain in full force and effect until December 31, 2014

DATED this __________ day of __________________, 2012

CITY OF BONNEY LAKE  BONNEY LAKE POLICE GUILD

___________________________________  ________________________________
Neil Johnson, Mayor                                            Robert Kocher, President

___________________________________  ________________________________
Dana Powers, Interim Chief of Police   Sean Scott, Vice President

______________________________
Kristine Yanez, Secretary / Treasurer

______________________________
Sean Lemoine
Attorney for Bonney Lake Police Guild
APPENDIX A
TO THE
AGREEMENT
BY AND BETWEEN
CITY OF BONNEY LAKE, WASHINGTON
AND
BONNEY LAKE POLICE GUILD
(REPRESENTING THE POLICE OFFICERS)
JANUARY 1, 2012, THROUGH DECEMBER 31, 2014

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, 2012, the monthly rates of pay for employees covered by this Agreement shall be increased by 2.88%.

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A.2 Effective January 1, 2013 and January 1, 2014, the monthly rates of pay for employees covered by the Agreement shall be increased by 2.88%.
AGREEMENT

BY AND BETWEEN

CITY OF BONNEY LAKE

AND

BONNEY LAKE POLICE GUILD

REPRESENTING THE LAW ENFORCEMENT (SUPPORT)

JANUARY 1, 2009 THROUGH DECEMBER 31, 2014
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COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
CITY OF BONNEY LAKE
AND
BONNEY LAKE POLICE GUILD

(REPRESENTING THE LAW ENFORCEMENT SUPPORT EMPLOYEES)

| J ANUARY 1, 2009 THROUGH DECEMBER 31, 2014 |

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APPENDIX A

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Collective Bargaining Agreement 2009-20122012-2014
City of Bonney Lake / Bonney Lake Police Guild (Support)
AGREEMENT
By and Between
CITY OF BONNEY LAKE
and
Bonney Lake Police Guild
(Representing the Law Enforcement Support Employees)

January 1, 2009 through December 31, 2014

These Articles constitute an Agreement between the City of Bonney Lake, a political subdivision of the State of Washington, hereinafter referred to as the "Employer" or "City" and the Bonney Lake Police Guild, Bonney Lake Washington, hereinafter referred to as the "Guild".

ARTICLE 1 GUILD RECOGNITION

1.1 GUILD RECOGNITION — The Employer, for all full-time and regular part-time employees in classifications listed in Appendix A and under their direct and indirect control of hiring and firing, hereby recognizes the Guild to be the exclusive bargaining agent in all matters of wages, hours and conditions for said employees. Benefits for part-time employees shall be prorated. Regular part-time employees are employees working twenty (20) hours or more per week.

The language of this Section does not waive and is not a bar to the Guild’s right to petition PERC for the inclusion of other classifications (new or current) in the Guild.

1.2 Temporary and provisional employees, as defined in the City's Civil Service Rules in effect as of January 1, 2006, are not covered by this Agreement. However, no temporary or provisional employee may work more than 800 hours in any calendar year without mutual agreement between the Guild and the Police Chief.

1.3 The City agrees to not hire a temporary or provisional employee to displace or replace a current member of the bargaining unit.

1.4 Part-time permanent employees performing evidence, property, CSO and/or crime analyst work are members of the Guild. These employees shall not accrue pro-rated paid leaves (sick, holiday, vacation); shall not receive Article 17 benefits, except as required by statute; and shall only be eligible for overtime after working forty (40) hours in a 7-day work week.
ARTICLE 2. GUILD MEMBERSHIP

2.1 GUILD MEMBERSHIP — It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Guild in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members in good standing on the effective date of this Agreement shall become and remain members in good standing in the Guild. It shall be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the 30th day following the beginning of such employment, become and remain members in good standing in the Guild.

2.2 It shall be a condition of employment of all employees of the Employer covered by this Agreement to pay to the employees' exclusive bargaining representative an amount equal to that paid by other employees in the bargaining unit who are members of the Guild, which shall be limited to an amount of money equal to the Guild's regular and usual initiation fees and its regular and usual dues. For present employees, such payment shall commence thirty-one (31) days following the effective date of this Agreement, and for new employees the payment shall start thirty-one (31) days following the date of employment.

2.3 The City shall notify the Guild, in writing, within twenty (20) calendar days of the hiring of a new employee. The notification shall provide the Guild with the name, home address, home phone number, Social Security number, starting pay step, and classification of the new employee.

2.4 Upon the written authorization of an employee, and with the approval of the Guild, the City shall deduct from the wages of each employee the uniform dues, initiation fees and assessments required for membership in the Guild, as provided to the City, in writing, by the Guild from time to time. The City shall transmit each pay period month said moneys to the Guild, along with the names of each employee whose dues are transmitted. Beginning February 1, 2006, if requested by the Guild, in writing, the City shall use and timely transmit Guild moneys to the Guild's designated financial institution and account via Electronic Funds Transfer (EFT).

2.5 At the option of the employee, an employee's payroll shall be timely transmitted to the employee's designated financial institution and account through the use of Electronic Funds Transfer (EFT).
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.

3.2 The parties acknowledge that each has had the 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 opportunity are set forth in this Agreement. Therefore, the Employer and the Guild, for the duration of this Agreement, each voluntarily agree to waive the right to oblige the other party to bargain with respect to any matter not specifically referred to or covered by this Agreement, except as may be mutually agreed to.
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 or 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 employee's immediate supervisor or the Police Chief 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 employee's immediate supervisor or the Police Chief 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 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. If a settlement is not reached, the written grievance shall be presented by a Guild representative to the Mayor or the Mayor's designated representative may, who 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 as soon as possible after the grievance meeting, but in no event later than ten (10) calendar days following the above meeting. If a meeting does not occur or is not requested, 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 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, military/veteran status, or disability consistent with state and federal laws.
ARTICLE 7  DISCIPLINE 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 or written reprimand, and except for employees serving an initial probationary period who are discharged.

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/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 7.3.a of this Section 7.3 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 not 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.

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 tape records the interview, a copy of the complete tape 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 tapes 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.

7.4 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.

7.4.1 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 7.4 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.

7.4.2 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 of Police 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.

7.4.3 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 designee shall issue a written decision imposing discipline, exonerating the employee or taking such other action deemed appropriate.

7.5 USE OF DEADLY FORCE SITUATIONS — An employee using deadly force while exercising authority as a Police Officer or Community Service 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. Such right to consult with a representative or attorney shall not delay the giving of the statement more than twenty-four (24) to seventy-two (72) hours.
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 2 (two); 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.

9.1.1 Educational Conferences — Members of the Guild, including support employees,
may be granted leave from duty with pay to attend Guild sponsored educational
conferences; provided, however, no additional expense is incurred by the Employer,
and when such attendance has been determined by the Chief of Police as a positive
benefit to the Employer. If the benefit to the Employer is not positive, then such
attendance shall be on the employee’s own time, with no expense to the Employer. The
total time permitted for educational conferences shall not exceed four (4) working days
annually.
ARTICLE 10 .......................... INSPECTION PRIVILEGES

10.1 INSPECTION PRIVILEGES — Authorized agents of the Guild shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the Department's working schedule and with prior approval of the Chief of Police.
ARTICLE 11  SICK LEAVE

11.1 SICK LEAVE — Employees shall accrue sick leave at the rate of eight (8) hours for each full calendar month of employment, to a maximum of nine hundred-sixty (960) hours.

11.2 PAYOFF — Payoff shall be based on an accumulation of unused sick leave to a maximum of seven hundred-twenty (720) hours. Employees shall be compensated at their regular base rate of pay in effect when permanently separated from employment in accordance with the following schedule:

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<th>Reason</th>
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<tr>
<td>Disability, death or retirement</td>
<td>100%</td>
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11.3 USAGE — Employees eligible for sick leave with pay shall have such leave deducted from accrued sick leave for the following reasons:

11.3.1 Personal illness or physical incapacity resulting from cause beyond employee's control.

11.3.2 Forced quarantine of the employee in accordance with community health requirements.

11.3.3 The illness of a member of the employee's immediate family which shall include spouse or registered domestic partner, son or daughter, stepchildren, mother or father, stepmother or stepfather, mother-in-law or father-in-law, or any person who is a resident of the employee's household.

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. The three-day limitation shall not apply if the employer has documented reasonable suspicion that sick leave is being abused.

11.4.2 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 Employees receiving sick leave with pay who simultaneously receives compensation under the Worker's Compensation Law or other insurance plan paid for by the Employer, shall receive, for the duration of such compensation, only that portion of their regular salary which, together with said compensation, shall equal their regular salary; provided, however, this provision shall not apply to compensation received for benefits other than salary compensation.

11.5 **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 three (3) days 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 designee. 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 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 used one hundred twenty (120) hours of documented vacation hours
in the current calendar year and PROVIDED that payout may only occur if a request
to use any vacation in excess of one hundred twenty (12) hours has been denied in
writing. Otherwise, such vacation 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.

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, PROVIDED the employee has
used one hundred twenty (120) hours of vacation in the previous twelve (12)
months; otherwise an employee shall be paid for up to a maximum of two hundred
forty (240) hours of vacation at the time of their 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, provided, however, that the Department Assistant and Records Clerk shall observe holidays in accordance with the holiday schedule for City Hall employees. 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. All employees shall accrue one shift per month of in-lieu-of holiday time; provided, however, that the Department Assistant and Records Clerk shall observe holidays in accordance with the holiday schedule for City Hall employees.

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 is unable to be scheduled prior to January 31. In-lieu-of holiday time shall be used during the calendar year in which it is accrued, or if the use of in-lieu-of holiday time has been denied during the calendar year, the amount of in-lieu-of holiday time denied during the year shall be paid to the employee by February 1, provided that time accrued in one (1) calendar year may be taken prior to April 1, in the following calendar year if scheduled prior to the end of the year of accrual.

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. Upon separation of employment, an employee shall be paid for all accrued, but unused in-lieu-of holiday time at the employee's current regular rate of pay.

14.5 In addition, all employees shall receive an additional one-half (½) times their regular straight time hourly rate of pay for all hours worked on Labor Day, Memorial Day, Independence Day, Thanksgiving, Christmas and New Years.
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. The guild has agreed to a change of pay dates that would be the same as the other employees in the city (the 7th and 22nd of each month). It was agreed that if this change causes a shortage on a pay period the employee may request vacation or compensatory time be sold back to The City from their bank.
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 the following sum for the purchase of items authorized by the Police Chief:

- $300–350 annually to each Records Clerk and Department Assistant.
- $800–850 annually to each Community Service Officer.

16.3.1 The City shall provide the uniform allowances listed above in article 16.3 to be paid in January of each year in a lump sum to the each (non-probationary) Community Service Officer, Department Assistant and Records Clerk for the purchase of items required by the Police Chief.

16.3.2 Part-Time (permanent or regular) employee’s performing the duties of Community Service Officer, Department Assistant and/or Records Clerk will receive 50% uniform allowance.

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

16.7  The City reserves the right to hire a cleaning service in lieu of paying the cleaning allowance set forth in Section 16.6. 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, to the United Teamsters Welfare Trust Fund except for regular part-time employees who have opted for other City-sponsored health care plans. These contributions shall be made on behalf of every full-time employee covered by this Agreement who was compensated eighty (80) or more hours in the preceding month. Prorated benefits shall be provided to regular part-time employees, through a City-sponsored health care plan, based upon the dollar equivalent of the Guild’s health plan.

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 Trust Agreement creating the United Teamsters Welfare Trust Fund Employees Benefit Trust, and as subsequently amended. Further, the Employer accepts as his representative for the purpose of this Trust Fund, the Employer Trustees serving on the Board of Trustees of the Trust Fund and their duly appointed successors.

17.3.1 HEALTH & WELFARE — The Employer shall provide benefits identified as Plan "A-4" except for regular part-time employees who have opted for other City-sponsored health care plans.

17.3.2 DENTAL - The Employer shall provide benefits identified as Plan D-5, except for regular part-time employees who have opted for other City-sponsored health care plans, including additional Orthodontia coverage.

17.3.3 VISION — The Employer shall provide benefits identified as Vision II except for regular part-time employees who have opted for other City-sponsored health care plans.

17.3.4 DISABILITY — For the term of this Agreement, the City hall provide AWC long term disability insurance for employees. The Employer will provide life insurance to each covered employee in the amount of twenty thousand dollars ($20,000.00).

17.3.5 LIFE INSURANCE — The Employer will provide life insurance to each covered employee in the amount of twenty thousand ($20,000) dollars.
17.3.6 RETIREMENT HEALTH SAVINGS – The employer shall provide matching contributions to the ICMA Retirement Health Savings plan for regular full-time employees who have completed their initial probation period, not to exceed fifty ($50) per month. Lateral hire employees shall receive matching contributions from the date of hire.

17.4 Effective upon execution of this Agreement, the City shall pay 100% of the medical premiums for the employee and the employees shall pay sixty dollars ($60.00) three (3%) per month toward of the medical premium for his/her eligible spouse and one (1%) of the medical premium for his/her eligible dependent up to a maximum of two (2) dependents for the plans and benefits set forth above through December 31, 2014. The Employer shall pay the balance of the premiums set forth above.

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

17.6 The City and The Guild agree to open negotiations for Article 17.4 in 2010 to discuss medical insurance.
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 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.

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 fourteen (14) calendar days of a shift change, (i.e. 4-40 vs. 5 on, 2 off) but such change may not be implemented until the Employer has met and conferred for not less than thirty (30) calendar days (following the 14 days referred to above) with the Guild regarding said 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 and shall be paid at the rate of one and one-half (1½) 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 (1½) 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 In the event that an employee’s scheduled shift is changed with less than forty-eight (48) 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.

18.2 OFF-DUTY CALLBACK — Personnel called back to duty after the completion of a shift shall receive three (3) hours minimum pay at the employee’s overtime rate of pay. Telephone calls to employees shall not be eligible for callback pay unless the call is in excess of ten (10) minutes. In that event, employees shall be compensated to the nearest quarter hour at the overtime rate of pay.
18.2.1 **DEPARTMENT-WIDE MEETINGS.** Department-wide meetings are not subject to callback minimums as set forth in Section 18.2 above, and employees required to attend Department-wide meetings will be paid at their appropriate rate of pay for the actual time spent in a Department-wide meeting. Training for all employees of the Department may be conducted during Department-wide meetings.

18.3 **COMPENSATORY TIME** — Compensatory time up to forty (40) hours at the applicable rate may be accrued at the employee's discretion to be taken at a mutually agreeable time.

18.3.1 Compensatory time accumulated beyond thirty forty (40) shall be given the employee either in compensatory time off or pay at the applicable rate at the Employer's discretion.

18.4 Except in emergencies the Employer shall post the new shift schedules seventy-two (72) hours in advance of said shift change. Any shift change which is mutually agreed upon shall not apply to this section.
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 a five percent (5%) premium 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.

20.2 **FIELD TRAINING OFFICER PREMIUM** - Employees who are 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 Community Service Officers and Records Clerks.

20.3 **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.
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 The Employer may take disciplinary action of any employee for just cause, but no employee shall be discharged or suspended unless a written warning notice shall previously have been given to such employee of a complaint against the employee concerning work conduct, except that no such prior warning notice shall be necessary if the cause for discharge or suspension is for serious misconduct.

22.2 The complaint specified in such prior written warning notice shall be for the same type of misconduct as the cause for disciplinary action. The written notice shall remain in an employee’s file for a period of not more than twelve (12) months.

22.3 Should the employee commit the same misconduct during the next thirty-six (36)-month period, a written reprimand (including the disciplinary action taken) may remain in the employee’s file for thirty-six (36) months from the date of the subsequent misconduct.

22.4 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 25  DEFERRED COMPENSATION

25.1 The Employer shall provide matching contributions to a Deferred Compensation Plan for regular full-time employees who have completed their initial probation period, not to exceed seventy-five dollars ($750.00). 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 26  EFFECTIVE DATE AND DURATION OF AGREEMENT

26.1 This Agreement, effective January 1, 2009-2011, shall remain in full force and effect until December 31, 2014.

DATED this _________ day of _______________, 2008-2012.

CITY OF BONNEY LAKE       BONNEY LAKE POLICE GUILD

Neil Johnson, Mayor             Ryan Boyle, Robert Kocher, President

Mike Mitchell, Dana Powers, Interim Chief of Police     Brian Byarley, Sean Scott, Vice President

Laura Miller, Kristine Yanez, Secretary/Treasurer

Sean Lemoine, Attorney for Bonney Lake Police Guild

City of Bonney Lake / Bonney Lake Police Guild (Support)
**APPENDIX A**

to the

**AGREEMENT**

by and between

CITY OF BONNEY LAKE, WASHINGTON

and

BONNEY LAKE POLICE GUILD

(Representing the Law Enforcement Support Employees)

January 1, 2009, through December 31, 2014

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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 and retroactive to January 1, 2009**, the monthly rates of pay for employees covered by this Agreement shall be as follows (increased by 2.88%).

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**A.2 Effective July 1, 2009**, the rates of pay set forth in Section A.1 shall be increased by three percent (3%).

**A.3 Effective January 1, 2013 and January 1, 2014**, the monthly rates of pay for employees covered by the Agreement shall be increased by 2.88%.
AGREEMENT

BY AND BETWEEN

CITY OF BONNEY LAKE

AND

BONNEY LAKE POLICE GUILD

REPRESENTING THE LAW ENFORCEMENT (SUPPORT)

JANUARY 1, 2012 THROUGH DECEMBER 31, 2014
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COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
CITY OF BONNEY LAKE
AND
BONNEY LAKE POLICE GUILD
(REPRESENTING THE LAW ENFORCEMENT SUPPORT EMPLOYEES)
JANUARY 1, 2012 THROUGH DECEMBER 31, 2014

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Collective Bargaining Agreement 2012-2014
City of Bonney Lake / Bonney Lake Police Guild (Support)
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AGREEMENT
By and Between
CITY OF BONNEY LAKE
and
Bonney Lake Police Guild
(Representing the Law Enforcement Support Employees)

January 1, 2012 through December 31, 2014

These Articles constitute an Agreement between the City of Bonney Lake, a political subdivision of the State of Washington, hereinafter referred to as the "Employer" or "City" and the Bonney Lake Police Guild, Bonney Lake Washington, hereinafter referred to as the "Guild".

ARTICLE 1 - GUILD RECOGNITION

1.1 GUILD RECOGNITION — The Employer, for all full-time and regular part-time employees in classifications listed in Appendix A and under their direct and indirect control of hiring and firing, hereby recognizes the Guild to be the exclusive bargaining agent in all matters of wages, hours and conditions for said employees. Benefits for part-time employees shall be prorated. Regular part-time employees are employees working twenty (20) hours or more per week.

The language of this Section does not waive and is not a bar to the Guild's right to petition PERC for the inclusion of other classifications (new or current) in the Guild.

1.2 Temporary and provisional employees, as defined in the City's Civil Service Rules are not covered by this Agreement. However, no temporary or provisional employee may work more than 800 hours in any calendar year without mutual agreement between the Guild and the Police Chief.

1.3 The City agrees to not hire a temporary or provisional employee to displace or replace a current member of the bargaining unit.

1.4 Part-time permanent employees performing evidence, property, CSO and/or crime analyst work are members of the Guild. These employees shall accrue pro-rated paid leaves (sick, holiday, vacation); shall not receive Article 17 benefits, except as required by statute; and shall only be eligible for overtime after working forty (40) hours in a 7-day work week.
ARTICLE 2................................GUILD MEMBERSHIP

2.1 GUILD MEMBERSHIP — It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Guild in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members in good standing on the effective date of this Agreement shall become and remain members in good standing in the Guild. It shall be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the 30th day following the beginning of such employment, become and remain members in good standing in the Guild.

2.2 It shall be a condition of employment of all employees of the Employer covered by this Agreement to pay to the employees' exclusive bargaining representative an amount equal to that paid by other employees in the bargaining unit who are members of the Guild, which shall be limited to an amount of money equal to the Guild's regular and usual initiation fees and its regular and usual dues. For present employees, such payment shall commence thirty-one (31) days following the effective date of this Agreement, and for new employees the payment shall start thirty-one (31) days following the date of employment.

2.3 The City shall notify the Guild, in writing, within twenty (20) calendar days of the hiring of a new employee. The notification shall provide the Guild with the name, home address, home phone number, Social Security number, starting pay step, and classification of the new employee.

2.4 Upon the written authorization of an employee, and with the approval of the Guild, the City shall deduct from the wages of each employee the uniform dues, initiation fees and assessments required for membership in the Guild, as provided to the City, in writing, by the Guild from time to time. The City shall transmit each month said moneys to the Guild, along with the names of each employee whose dues are transmitted. The City shall use and timely transmit Guild moneys to the Guild's designated financial institution and account via Electronic Funds Transfer (EFT).

2.5 At the option of the employee, an employee's payroll shall be timely transmitted to the employee's designated financial institution and account through the use of Electronic Funds Transfer (EFT).
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.

3.2 The parties acknowledge that each has had the 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 opportunity are set forth in this Agreement. Therefore, the Employer and the Guild, for the duration of this Agreement, each voluntarily agree to waive the right to oblige the other party to bargain with respect to any matter not specifically referred to or covered by this Agreement, except as may be mutually agreed to.
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 or 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 Police Chief 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 Police Chief 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 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 the Mayor's 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.

51.3 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 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, military/veteran status, or disability consistent with state and federal laws.
ARTICLE 7........................................DISCIPLINE 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 or written reprimand, and except for employees serving an initial probationary period who are discharged.

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/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 7.3.a of this Section 7.3 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 not 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.

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 tape records the interview, a copy of the complete tape 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 tapes 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.

7.4 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.

7.4.1 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 7.4 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.

7.4.2 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.

7.4.3 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 designee shall issue a written decision imposing discipline, exonerating the employee or taking such other action deemed appropriate.

7.5 USE OF DEADLY FORCE SITUATIONS — An employee using deadly force while exercising authority as a Police Officer or Community Service 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. Such right to consult with a representative or attorney shall not delay the giving of the statement more than seventy-two (72) hours.
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 2 (two); 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.

9.1.1 Educational Conferences — Members of the Guild, including support employees, may be granted leave from duty with pay to attend Guild sponsored educational conferences; provided, however, no additional expense is incurred by the Employer, and when such attendance has been determined by the Chief of Police as a positive benefit to the Employer. If the benefit to the Employer is not positive, then such attendance shall be on the employee's own time, with no expense to the Employer. The total time permitted for educational conferences shall not exceed four (4) working days annually.
ARTICLE 10 ........................INSPECTION PRIVILEGES

10.1  INSPECTION PRIVILEGES — Authorized agents of the Guild shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the Department's working schedule and with prior approval of the Chief of Police.
ARTICLE 11

SICK LEAVE

11.1 SICK LEAVE — Employees shall accrue sick leave at the rate of eight (8) hours for each full calendar month of employment, to a maximum of nine hundred-sixty (960) hours.

11.2 PAYOFF — Payoff shall be based on an accumulation of unused sick leave to a maximum of seven hundred-twenty (720) hours. Employees shall be compensated at their regular base rate of pay in effect when permanently separated from employment in accordance with the following schedule:

- Resignation or layoff: 25%
- Disability, death or retirement: 100%

11.3 USAGE — Employees eligible for sick leave with pay shall have such leave deducted from accrued sick leave for the following reasons:

11.3.1 Personal illness or physical incapacity resulting from cause beyond employee's control.

11.3.2 Forced quarantine of the employee in accordance with community health requirements.

11.3.3 The illness of a member of the employee's immediate family which shall include spouse or registered domestic partner, son or daughter, stepchildren, mother or father, stepmother or stepfather, mother-in-law or father-in-law, or any person who is a resident of the employee's household.

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. The three-day limitation shall not apply if the employer has documented reasonable suspicion that sick leave is being abused.

11.4.2 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 Employees receiving sick leave with pay who simultaneously receives compensation under the Worker's Compensation Law or other insurance plan paid for by the Employer, shall receive, for the duration of such compensation, only that portion of their regular salary which, together with said compensation, shall equal their regular salary; provided, however, this provision shall not apply to compensation received for benefits other than salary compensation.

11.5 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 three (3) days 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 designee. 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 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 used one hundred twenty (120) hours of documented vacation hours in the current calendar year and PROVIDED that payout may only occur if a request to use any vacation in excess of one hundred twenty (12) hours has been denied in writing. Otherwise, such vacation 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.

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, PROVIDED the employee has used one hundred twenty (120) hours of vacation in the previous twelve (12) months; otherwise an employee shall be paid for up to a maximum of two hundred forty (240) hours of vacation at the time of their 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 1<sup>st</sup> shall receive a bank of six (6) shifts of in-lieu-of holiday time on the pay check posting January 22<sup>nd</sup> and another bank of six (6) shifts of in-lieu-of holiday time on the pay check posting July 22<sup>nd</sup>; provided, however, that the Department Assistant and Records Clerk shall observe holidays in accordance with the holiday schedule for City Hall employees. An employee hired after January 1<sup>st</sup> shall accrue in-lieu-of holiday time on a monthly pro-rata basis until July 22<sup>nd</sup> 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 22<sup>nd</sup> shall accrue in-lieu-of holiday time on a monthly pro-rata basis until January 22<sup>nd</sup> 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 7<sup>th</sup>, PROVIDED; that written denied shifts of in-lieu-of holiday time is unable to be scheduled prior to January 31.

14.4 If an employee uses more in-lieu of holiday pay then 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.

14.5 In addition, all employees shall receive an additional one-half (½) times their regular straight time hourly rate of pay for all hours worked on Labor Day, Memorial Day, Independence Day, Thanksgiving, Christmas and New Years.
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 the following sum for the purchase of items authorized by the Police Chief;

   $350 annually to each Records Clerk and Department Assistant.
   $850 annually to each Community Service Officer.

16.3.1  The City shall provide the uniform allowances listed above in article 16.3 to be paid in January of each year in a lump sum to the each (non-probationary) Community Service Officer, Department Assistant and Records Clerk for the purchase of items required by the Police Chief.

16.3.2  Part-Time (permanent or regular) employee’s performing the duties of Community Service Officer, Department Assistant and/or Records Clerk will receive 50% uniform allowance.

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  Each full-time employee shall receive a uniform/cleaning allowance of forty dollars ($40.00) for each full month of service. Employees shall receive twenty dollars ($20.00) each pay period.

16.7  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 full-time employee covered by this Agreement who was compensated eighty (80) or more hours in the preceding month. Prorated benefits shall be provided to regular part-time employees, through a City-sponsored health care plan, based upon the dollar equivalent of the Guild’s health plan.

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 Trust Agreement creating the United Employees Benefit Trust, and subsequent amendments.

17.3.1 HEALTH & WELFARE — The Employer shall provide benefits identified as Plan A-4.

17.3.2 DENTAL - The Employer shall provide benefits identified as Plan D-5.

17.3.3 VISION — The Employer shall provide benefits identified as Vision III.

17.3.4 DISABILITY – For the term of this Agreement, the City shall provide AWC long term disability insurance for employees.

17.3.5 LIFE INSURANCE – The Employer will provide life insurance to each covered employee in the amount of twenty thousand ($20,000) dollars.

17.3.6 17.3.6 RETIREMENT HEALTH SAVINGS – The employer shall provide matching contributions to the ICMA Retirement Health Savings plan for regular full-time employees who have completed their initial probation period, not to exceed fifty ($50) per month. Lateral hire employees shall receive matching contributions from the date of hire.

17.4 Effective upon execution of this Agreement, the City shall pay 100% of the medical premiums for the employee and the employees shall pay three (3%) per month of the medical premium for his/her eligible spouse and one (1%) of the medical premium for his/her eligible dependent up to a maximum of two (2) dependents for the plans and benefits set forth above through December 31, 2014. The Employer shall pay the balance of the premiums set forth above.
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 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.

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 fourteen (14) calendar days of a shift change, (i.e. 4-40 vs. 5 on, 2 off) but such change may not be implemented until the Employer has met and conferred for not less than thirty (30) calendar days (following the 14 days referred to above) with the Guild regarding said 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 and shall be paid at the rate of one and one-half (1½) 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 (1½) 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 In the event that an employee’s scheduled shift is changed with less than forty-eight (48) 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.

18.2 OFF-DUTY CALLBACK — Personnel called back to duty after the completion of a shift shall receive three (3) hours minimum pay at the employee’s overtime rate of pay. Telephone calls to employees shall not be eligible for callback pay unless the call is in excess of ten (10) minutes. In that event, employees shall be compensated to the nearest quarter hour at the overtime rate of pay.
18.2.1 **DEPARTMENT-WIDE MEETINGS.** Department-wide meetings are not subject to callback minimums as set forth in Section 18.2 above, and employees required to attend Department-wide meetings will be paid at their appropriate rate of pay for the actual time spent in a Department-wide meeting. Training for all employees of the Department may be conducted during Department-wide meetings.

18.3 **COMPENSATORY TIME** — Compensatory time up to forty (40) hours at the applicable rate may be accrued at the employee's discretion to be taken at a mutually agreeable time.

18.3.1 Compensatory time accumulated beyond thirty forty (40) shall be given the employee either in compensatory time off or pay at the applicable rate at the Employer's discretion.

18.4 Except in emergencies the Employer shall post the new shift schedules seventy-two (72) hours in advance of said shift change. Any shift change which is mutually agreed upon shall not apply to this section.
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 a five percent (5%) premium 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.

20.2 Field Training Officer Premium - Employees who are assigned as field training officer 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 Community Service Officers and Records Clerks.

20.3 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.
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 The Employer may take disciplinary action of any employee for just cause, but no employee shall be discharged or suspended unless a written warning notice shall previously have been given to such employee of a complaint against the employee concerning work conduct, except that no such prior warning notice shall be necessary if the cause for discharge or suspension is for serious misconduct.

22.2 The complaint specified in such prior written warning notice shall be for the same type of misconduct as the cause for disciplinary action. The written notice shall remain in an employee’s file for a period of not more than twelve (12) months.

22.3 Should the employee commit the same misconduct during the next thirty-six (36)-month period, a written reprimand (including the disciplinary action taken) may remain in the employee’s file for thirty-six (36) months from the date of the subsequent misconduct.

22.4 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 25................................DEFERRED COMPENSATION

25.1 The Employer shall provide matching contributions to a Deferred Compensation Plan for regular full-time employees who have completed their initial probation period, not to exceed fifty dollars ($50.00). 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 26..........................EFFECTIVE DATE AND DURATION OF AGREEMENT

26.1 This Agreement, effective January 1, 2012, shall remain in full force and effect until December 31, 2014.

DATED this _________ day of _______________, 2012.

CITY OF BONNEY LAKE

Neil Johnson, Mayor

Dana Powers, Interim Chief of Police

BONNEY LAKE POLICE GUILD

Robert Kocher, President

Sean Scott, Vice President

Kristine Yanez, Secretary/Treasurer

Sean Lemoine
Attorney for Bonney Lake Police Guild
APPENDIX A

to the
AGREEMENT
by and between
CITY OF BONNEY LAKE, WASHINGTON
and
BONNEY LAKE POLICE GUILD
(Representing the Law Enforcement Support Employees)
January 1, 2012, through December 31, 2014

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, 2012, the monthly rates of pay for employees covered by this Agreement shall be increased by 2.88%.

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A.2 Effective January 1, 2013 and January 1, 2014, the monthly rates of pay for employees covered by the Agreement shall be increased by 2.88%.
City of Bonney Lake, Washington  
City Council Agenda Bill (AB)

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<td>Ordinance/Resolution Number:</td>
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**Agenda Subject:** Viking Dog Park

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Requesting The Park Board To Make A Recommendation On Whether To Make A Portion Of Viking Park An Official Dog Park.

**Administrative Recommendation:** Approve

**Background Summary:** A largely undeveloped parcel of wooded open space adjacent to Bonney Lake Elementary School was acquired by the City from the Sumner School District a few years ago. The site was named Viking Park in recognition of the BL Elementary School Viking mascot. In September of 2010, a portion of the property fronting 82nd Street E was developed, largely by volunteers, into a trial dog park. This was the first off-leash dog park in Bonney Lake, and to date remains the only dog park. At the time, there were several public statements made that the dog park would be a trial dog park and that a decision as to whether to make it an "official" or "permanent" dog park would be made after a trial period. The fenced park is heavily wooded with garbage service, picnic tables and a water station. It is open daily and closing at dusk. The site has proved to be a popular and frequented dog park. The Administration believes the dog park section of Viking Park has been successful, well used, and an appropriate use of the site. It has been suggested that the trial/interim tag should be removed and the area made an official dog park. Prior to taking action on this proposal, it is recommended that this matter be referred to the Park Board for their recommendation.

**Attachments:**

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**Commission/Board Review:**

**Hearing Examiner Review:**

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(if applicable):
I. CALL TO ORDER – Mayor Neil Johnson, Jr. called the workshop to order at 5:30 p.m.

II. ROLL CALL:
Administrative Services Director/City Clerk Harwood Edvalson called the roll. In addition to Mayor Johnson, elected officials attending were Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember Jim Rackley and Councilmember Tom Watson.

Staff members in attendance were City Administrator Don Morrison, Public Works Director Dan Grigsby, Community Development Director John Vodopich, Chief Financial Officer Al Juarez, Interim Police Chief Dana Powers, Administrative Services Director/City Clerk Harwood Edvalson, City Attorney Jim Dionne, and Administrative Specialist II Shawn Campbell.

III. AGENDA ITEMS:
A. AB12-01 – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Electing The Deputy Mayor And Assigning Councilmembers To The Council Standing Committees.

Councilmember McKibbin moved to elect Councilmember Dan Swatman as Deputy Mayor. Councilmember Rackley seconded the motion.

Motion approved 7-0

Deputy Mayor Swatman moved to appoint Councilmember Rackley, Councilmember Minton-Davis, and Councilmember McKibbin to the Community Development Committee, and Councilmember Hamilton, Councilmember Watson and Councilmember Lewis to the Public Safety Committee. Councilmember Lewis seconded the motion

Motion approved 7-0

Deputy Mayor Swatman said the City Attorney is working on options for creating larger standing committee meetings. City Attorney Dionne said the Council could change the way they have standing committee meetings or completely eliminate the standing committees entirely. He said if an item goes to a standing committee, then to the consent agenda at the next meeting, the full Council does not have an opportunity to discuss the issue. Deputy Mayor Swatman suggested adding this as a discussion item at the next workshop. He said he is concerned because standing committees spend extensive time on each issue and if every item is brought before the full Council, the same amount of time and research may not be given. Mayor Johnson suggested waiting until the end of the first quarter to allow the new councilmembers an opportunity to get a feel for the process. Councilmember Hamilton said...
sometimes councilmembers feel they have not received adequate information. He said this would not be a problem if all items came before the full Council. Councilmember Rackley said the standing committees were set up at a time when the workshops were very long. He said the workload is lower now and the Council could do away with the standing committees. Councilmember Watson said he noticed some Councilmembers did not have full knowledge of an issue when he attended Council meetings in the past. Councilmember McKibbin said he receives an agenda item on a Friday and is expected to be ready to vote on the issue the following Tuesday. Councilmember Minton-Davis said she would like to wait until after the retreat to change the process. City Attorney Dionne reminded all Councilmembers not to respond to other Councilmembers by email so as not to create a quorum of Council members communicating about an individual item.


Councilmember Lewis offered several typographical corrections to the minutes.

The corrected minutes were forwarded to the January 10, 2012 meeting for action.

C. Council Open Discussion:

AB12-04 – Resolution 2176 – Developer Extension Agreement Between Thomas Witte and the City for Olympic View Estates Long Plat: Councilmember Rackley said there will not be a Community Development Committee meeting before the next full council meeting and he would like to introduce this item for discussion. Director Grigsby said when a property owner outside the City Limits wants to tie into the City water main they must enter into a Developer Extension Agreement. He said this ensures the work is done to the City’s development standards.

Sumner/Bonney Lake Sewer Treatment Plant: Councilmember Rackley said the City is being charged approximately 1/3 of the fees collected from citizens to the City of Sumner for sewage treatment. Councilmember Watson asked if the City has plans to build a sewer treatment plant in Bonney Lake. Mayor Johnson said the City would like to do so, and a great deal of discussion needs to happen on this item.

Peaking Storage Tank: Councilmember Rackley said the City collects approximately $2 million dollars more during the summer months in water fees. He said the City made a very good investment when purchasing the 15 million gallon tank.

Bonney Lake/Sumner Bowling Tournament: Councilmember Minton-Davis said Bonney Lake won the Bowling Tournament between the cities of Bonney Lake and Sumner staff and families by two pins. She said a trophy would be presented to the City at the next Council meeting.

Council Retreat: Deputy Mayor Swatman asked the Council to consider dates that would work for a full day retreat. He suggested a Saturday after the new Councilmembers have received their training. Councilmember Lewis recommended Saturday, February 25, 2012.

Community Spirit: Councilmember Hamilton said he was in Eugene, OR during the Rose Bowl. He said he was struck by how the entire community, including businesses, churches and citizens all supported the local college team. He said there was a real sense of community. He suggested finding more ways to involve the community in Bonney Lake
High School sports. Mayor Johnson said he has asked the school for any suggestions as to what the City can do to promote the school. He said the school does hang a banner for Panther day and the Bonney Lake Police escort the football team to Sumner for the annual homecoming game. Interim Police Chief Powers said the Police Department enjoys the escort and the parents and sibling of the players line the streets around the school. She said each year it becomes a larger event.

IV. EXECUTIVE SESSION:

Pursuant to RCW 42.30.110(1)(i), and RCW 42.30.140(4)(a), the Council adjourned to an executive session with the City Attorney at 6:14 p.m. for 30 minutes to discuss potential litigation and for a closed session to discuss a Collective Bargaining Agreement. The session was extended 15 minutes at 6:50 p.m., at 7:05 the session was extended 10 minutes, and at 7:15 the executive session was extended 5 minutes. Mayor Johnson called the meeting back to order at 7:21 p.m.

Deputy Mayor Swatman moved to suspend the rules and allow an item to be added to the agenda. Councilmember Lewis seconded the motion.

Motion approved 7-0.

Councilmember Rackley moved to add an action item to the agenda. Councilmember Lewis seconded the motion.

Motion approved 7-0.

Councilmember Lewis moved to add AB12-06 – A Motion of the City Council Of The City Of Bonney Lake, Pierce County, Washington, Allowing City Attorney Dionne to Appeal the City of Sumner’s Urban Growth Area Expansion. Councilmember Rackley seconded the motion.

Motion approved 7-0.

VI. ADJOURNMENT:

At 7:23 p.m., Councilmember Lewis moved to adjourn the Council Workshop. Councilmember Rackley seconded the motion.

Motion to adjourn approved 7-0.

Harwood Edvalson, CMC
City Clerk

Neil Johnson, Jr.
Mayor

Items presented to Council at the January 3, 2012 Workshop:

CALL TO ORDER – Mayor Neil Johnson, Jr. called the meeting to order at 7:00 p.m.

A. Flag Salute: Mayor Johnson led the audience in the Pledge of Allegiance.

B. Roll Call: Administrative Services Director/City Clerk Harwood Edvalson called the roll. In addition to Mayor Johnson, elected officials attending were Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember Jim Rackley, and Councilmember Tom Watson.

Staff members in attendance were City Administrator Don Morrison, Public Works Director Dan Grigsby, Community Development Director John Vodopich, Chief Financial Officer Al Juarez, Interim Police Chief Dana Powers, Administrative Services Director/City Clerk Harwood Edvalson, City Attorney Jim Dionne, and Records & Information Specialist Susan Duis.

C. Announcements, Appointments and Presentations:

1. Announcements: None.

2. Appointments:

   Judge Heslop administered the Oath of Office for the new and returning Councilmembers.

   Mayor Johnson recessed the Meeting at 7:06 p.m. for 15 minutes for a short reception for the Councilmembers and their families.

   The meeting returned to order at 7:19 p.m.

3. Presentations: None.

D. Agenda Modifications: None.

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings: None.
B.  **Citizen Comments:**

*Dan Decker, 20401 70th St E, Bonney Lake,* congratulated the new councilmembers. He said the Council should rethink renaming Sumner-Buckley Hwy inside City limits, and noted that the County and Buckley are not going to change the road name. He said the Council and City staff should be aware of the Hatch Act.

*David Colbeth, 21816 113th St E,* thanked the Council and Mayor for welcoming his family to the Council meeting earlier. He said he looks forward to the Council’s approval of the memorandum of understanding with the Greater Bonney Lake Veterans Memorial Committee. He also congratulated and welcomed the new councilmembers.

*Lora Butterfield, Bonney Lake Chamber of Commerce 15712 58th St Ct E, Sumner,* spoke on behalf of the Chamber of Commerce. She congratulated the new councilmembers and thanked the Council for their work with the Chamber. She said Councilmember Hamilton plans to attend their upcoming meeting to discuss the Orton Junction proposal with Chamber members. She said the Chamber’s awards banquet is coming up and encouraged the submittal of nominations online at www.BonneyLake.com.

C.  **Correspondence:** None.

### III. COUNCIL COMMITTEE REPORTS

A.  **Finance Committee:** Deputy Mayor Swatman said the committee met at 5:30 p.m. earlier in the evening and discussed personnel updates, including the resignation of Assistant Planner Dan Buhl. The committee reviewed its minutes and the proposed extension of the City Administrator’s employment agreement. The committee discussed options to provide more information to all Councilmembers on City finances, and in the future all Councilmembers will receive the complete Vouchers listings in PDF format prior to the Voucher Review and Finance Committee meetings, for their information. He confirmed that the materials should be considered “Draft” until the Finance Committee had completed its review. The committee also discussed electronic billing options for utility billing.

Deputy Mayor Swatman said staff are working to schedule a time for Dr. Elliott Eisenberg, Senior Economist with the National Association of Home Builders, to speak to the Council, tentatively on February 14th at 6:00 p.m. He said Dr. Eisenberg will provide his analysis of the economic impact of housing in Bonney Lake, Tacoma, and Pierce County. Councilmembers will have the opportunity to ask questions about the City’s building fee structure and other issues.

B.  **Community Development Committee:** Councilmember McKibbin said the committee met on January 9th and the only item of business was the election of officers.

C.  **Public Safety Committee:** Councilmember Hamilton said the committee met on January 9th and elected its officers. He said he continues as chair on the committee, but would like to allow other committee members to chair meetings and take his place at Finance Committee meetings from time to time. He said the committee also discussed fireworks complaints from New Years Eve, and will likely discuss fireworks at an upcoming meeting. He encouraged interested citizens to come and speak to the committee.
Mayor Johnson said he heard very large fireworks from his house and suspected that some of them were illegal. He asked whether there is a police task force to stop illegal fireworks. Interim Police Chief Powers said the ATF has a task force that normally operates around Independence Day only. She said the Bonney Lake Police Department would have to look at the city’s code and options to increase enforcement.

D. Other Reports:

Pierce Transit Boundary Review Board: Councilmember Hamilton said he attended the Pierce Transit Boundary Review Board meeting on December 16th in place of Mayor Johnson. The group discussed which areas wanted to remain in the transit benefit area and which wanted to be drawn out of the area. Pierce Transit presented a map of proposed service area reductions, which was similar to the election results for the recent transit tax proposal. He said the City of Dupont asked to be drawn out of the taxing area. He said the Board will meet again on January 20th at 9:00 a.m. in Lakewood and continue the process. He said if the boundaries are redrawn, some cities would no longer be in a transit district.

Mayor Johnson said Pierce Transit is pushing this process to move forward on a fast track. He said he has heard that the City of Sumner may also ask to be drawn out of the transit area. He said his main concern is that the cities of Sumner and Bonney Lake can keep Route 496 between the Sumner Sounder Station and the Bonney Lake Park & Ride. He said this is a Sound Transit route, but the operations are contracted to Pierce Transit. He said Pierce Transit may lose more tax than it expects if additional cities request to be taken out of the benefit area. Mayor Johnson thanked Councilmember Hamilton for attending the meeting.

Community Updates: Councilmember Lewis said he attended the Sumner-Bonney Lake Communities for Families meeting on January 5th. Tim Tallon from the Sumner Food Bank gave a presentation about their service levels. He said a record number of families were served last year and they anticipate a 12% increase during 2012. Councilmember Lewis said the CFF Community Summit will be on March 15th at Calvary Community Church. He said the group also heard a presentation on drug free communities.

Councilmember Lewis said Bonney Lake High School SADD is holding a potluck dinner on January 25th at 6:00 p.m. at the Prairie Ridge Recreation Center. Bonney Lake High School is presenting the musical ‘Annie’ on March 9th through March 11th, and 20% of all proceeds will go to the Sumner and Bonney Lake food banks. Councilmember Lewis said the CFF group also discussed the ‘Beyond the Borders’ transportation program, which coordinates a network of volunteers and churches to provide rides for the elderly to medical appointments.

IV. CONSENT AGENDA:


B. Approval of Accounts Payable and Utility Refund Checks/Vouchers: Accounts Payable checks/vouchers #62526 thru 62631 (Including Wire Transfer #’s 11112011, 12052011) in the amount of $786,443.66; Accounts Payable checks/vouchers #62632 in the amount of $680.19 for a Utility refund; Accounts Payable wire transfer #20111117 in
the amount of $25,739.46, Accounts Payable checks/vouchers #62633 thru 62683 (including wire transfer #8514490) in the amount of $475,603.09, Accounts Payable checks/vouchers #62684 for a Utility refund, Accounts Payable wire transfer #20111216 in the amount of $19,357.93, Accounts Payable checks/vouchers #62685 thru 62714 (including wire transfer #20111215) in the amount of $261,044.63, Accounts Payable checks/vouchers #62715 in the amount of $132.00 for an accounts receivable deposit refund, Accounts Payable checks/vouchers #62716 thru 62736 in the amount of $261,044.63, Accounts Payable checks/vouchers #62715 in the amount of $132.00 for an accounts receivable deposit refund, Accounts Payable checks/vouchers #62716 thru 62736 in the amount of $3,550.35 for Utility refunds, Accounts Payable checks/vouchers #62737 in the amount of $278.22 for a Utility overpayment refund, Accounts Payable checks/vouchers #62738 thru 62753 in the amount of $28,326.24, Accounts Payable checks/vouchers #62754 thru 62755 for Accounts Receivable deposit refunds in the amount of $10,710.06 for a grand total of $1,611,931.08.

VOIDED CHECKS:
60745 – Lost or misplaced, still outstanding. Replaced with check number 62588.
61915 – Lost or misplaced, still outstanding. Replaced with check number 62661.
62628 – Written for wrong amount. Replace with check number 62714.
61977 – Duplicate payment.

C. Approval of Payroll: Payroll for December 1–15th, 2011 for checks 30165-30189 including Direct Deposits and Electronic Transfers in the amount of $403,900.95. Payroll for December 16th-31st for checks 30190-30215 including Direct Deposits and Electronic Transfers in the amount of $645,005.11.

Councilmember Lewis moved to approve the Consent Agenda. Deputy Mayor Swatman seconded the motion.

Consent Agenda approved 7 – 0.

V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT ISSUES:

Councilmember Lewis moved to approve Resolution 2176. Councilmember Rackley seconded the motion.

Councilmember Rackley said the item was previously discussed at the January 3rd Council Workshop.

Resolution 2176 approved 7 – 0.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES:
A. **AB12-05** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing the Mayor To Sign A Non-Binding Memorandum Of Understanding With The Greater Bonney Lake Veterans Memorial Committee For The Construction Of A Veterans Memorial.

Councilmember Rackley moved to approve motion AB12-05. Councilmember Hamilton seconded the motion.

Mayor Johnson said this has been in discussion for some time, and he is glad it has come forward. He said he hopes GBLVMC President David Colbeth and Public Works Director Dan Grigsby will continue working together on this project. Councilmember Hamilton thanked the Mayor and staff for their work on this project, which moves the City closer to having a full-fledged memorial.

Motion AB12-05 approved 7 – 0.

IX. **CLOSED SESSION:**

Pursuant to RCW 42.30.140(4)(a), the Council adjourned to a Closed Session with the City Attorney at 7:48 p.m. for 30 minutes to discuss labor negotiations. The Council returned to chambers at 8:19 p.m. No action was taken.

X. **ADJOURNMENT:**

At 8:19 p.m., Councilmember Rackley moved to adjourn the Council Meeting. Councilmember Lewis seconded the motion.

Motion to adjourn approved 7 – 0.

Harwood Edvalson, CMC
City Clerk

Neil Johnson, Jr.
Mayor

Items presented to Council at the January 10, 2012 Meeting: *None.*