

## COUNCIL WORKSHOP

January 6, 2009  
5:30 p.m.

### AGENDA

City of



“Where Dreams Can Soar”

*The City of Bonney Lake’s Mission is to protect the community’s livable identity and scenic beauty through responsible growth planning and by providing accountable, accessible and efficient local government services.*

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*The City Council may act on items listed on this agenda, or by consensus give direction for future action.  
The council may also add and take action on other items not listed on this agenda.*

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**Call to Order:** Mayor Neil Johnson @ Bonney Lake City Hall – 19306 Bonney Lake Blvd.

#### **Roll Call:**

Elected Officials: Mayor Neil Johnson, Deputy Mayor Dan Swatman, Councilmember David Bowen, Councilmember Laurie Carter, Councilmember Dan Decker, Councilmember Mark Hamilton, Councilmember Dave King and Councilmember James Rackley.

Expected Staff Members: City Administrator Don Morrison, Public Works Director Dan Grigsby, Director of Planning and Community Development John Vodopich, Police Chief Mike Mitchell, Chief Financial Officer Al Juarez, Community Services Director Gary Leaf, Administrative Services Director/City Clerk Harwood Edvalson and City Attorney Jim Dionne.

#### **Agenda Items**

- |   | <u>Estimated<br/>Time</u>   |
|---|-----------------------------|
| 1. <b>Action: AB09-08 – Resolution 1912</b> – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing a Contract with the Bonney Lake Police Guild for a Labor Agreement Covering the Police Officers and Support Services. | (20 Mins.)                  |
| 2. <b>Discussion: AB09-06 – Resolution 1910</b> – A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Opposing Proposition 1, Charter Code City.  | (30 Mins.)                  |
| 3. Council Open Discussion.   | (30 Mins.)                  |
| 4. Review of Council Minutes: <a href="#">November 25, 2008 Council Meeting</a> , <a href="#">December 2, 2008 Council Workshop</a> , <a href="#">December 9, 2008 Council Meeting</a> and <a href="#">December 16, 2008 Council Workshop</a> .                         | ( 5 Mins.)                  |
| 5. <b>Discussion: AB09-11 – D09-11</b> – Building Height Definition.  | (20 Mins.)                  |
| 6. <b>Discussion: AB09-12 – D09-12</b> – Permit Extensions.   | (20 Mins.)                  |
| 7. <b>Discussion: AB09-13</b> – Parliamentary Rules for Boards and Commissions.   | (20 Mins.)                  |
| 8. <b>Discussion: AB09-15 – D09-15</b> – Updates to the Floodplain Code.  | (30 Mins.)                  |
| 9. Executive Session: Pursuant to RCW 42.30.110, the City Council may meet in executive session. The topic(s) and duration will be announced prior to the executive session.  | <i>To Be<br/>Announced.</i> |
| 10. Adjournment.  |                             |

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



**RESOLUTION NO. 1912**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE,  
PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONTRACT WITH THE  
BONNEY LAKE POLICE GUILD FOR A LABOR AGREEMENT COVERING THE  
POLICE OFFICERS AND SUPPORT SERVICES**

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

**PASSED** by the City Council this 6<sup>th</sup> day of January, 2009.

\_\_\_\_\_  
Neil Johnson Jr., Mayor

ATTEST:

\_\_\_\_\_  
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
James Dionne, City Attorney

## Proposed Language Changes to Draft Police Guild CBA

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 or disability consistent with state and federal laws.

Note: RCW 49.60.030 was amended to include sexual orientation. This is no longer optional.

~~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.~~

15.2 PAY DAYS. Employees shall be paid twice per month. Effective 3/1/07, pay days shall be by the 7<sup>th</sup> day of the month for pay periods covering the sixteenth through the last day of the month, and by the 22<sup>nd</sup> day of the month for pay periods covering the first through the fifteenth (1-15) of the month.

(Note: This is the exact language from the AFSCME Agreements) Any proposed transitional payout provision will be addressed in a separate MOU.

~~SERVICE BASED MERIT PAY --Employee's who obtain an overall satisfactory performance rating in past 2 annual evaluations and if no economic discipline in past 24 months and if have served at least 12 months in a ancillary assignment to patrol (i.e. Firearms, FTO, SRO, Detective, 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, 2000 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 a maximum of 50% of time from the previous employer.~~

15.3 SERVICE BASED MERIT PAY – Bonney Lake Employee's who have obtained an overall satisfactory performance rating in the past 2 annual evaluations will receive a premium pay adjustment as set forth in the schedule below, provided:

- A. There has been no economic discipline in past 24 months, and
- B. The employee has served at least 12 months in an ancillary assignment such as Firearms, FTO, SRO, Detective, Traffic, SWAT, MSU, Clandestine Lab Team, Reserve Coordinator, or other assignments as determined by the employer.

Step 1: 7 to 10 years service – 2% increase  
Step 2: 10 – 15 years service – 3% additional increase

Step 3: 15 – 20 years service – 4% additional increase

For the purposes of calculating service years for service based merit pay eligibility, Employees hired after January 1, 2009 shall be credited with previous commissioned law enforcement experience at a rate of one half (.5) year for each year of full-time commissioned law enforcement service, up to a maximum of fifty percent (50%) of the service time from the previous employer(s).

~~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.~~

20.5 K-9 Premium. The officer who is assigned to the K-9 position will receive a 5% premium per month. The employer agrees to purchase one jumpsuit and/or current approved K-9 uniform per year. In addition, the K-9 officer 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, but only when the City has a full-time K-9 animal.

Note: Proposed to include the K-9 premium in the section with other Premiums. (Article 20). Existing 20.5 (Limitations) would be renumbered to 20.6.

~~A.5 The Guild and the City agree to open Appendix A (Wages) and Article 17 Section 4 (medical contributions) only in October, 2010 to determine amounts for remainder of contract.~~

A5. During 2009, the Guild and the City agree to open Article 17 as it relates to medical insurance only, with an anticipated effective date of 1/1/10. The parties also agree to open Appendix A (Wages) no later than October, 2010 to negotiate wages for the balance of the Agreement (2011).

## Proposed Language Changes to Draft Police Support Staff CBA

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 or disability consistent with state and federal laws.

Note: RCW 49.60.030 was amended to include sexual orientation. This is no longer optional.

~~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.~~

15.2 PAY DAYS. Employees shall be paid twice per month. Effective 3/1/07, pay days shall be by the 7<sup>th</sup> day of the month for pay periods covering the sixteenth through the last day of the month, and by the 22<sup>nd</sup> day of the month for pay periods covering the first through the fifteenth (1-15) of the month.

(Note: This is the exact language from the AFSCME Agreements) Any proposed transitional payout provision will be addressed in a separate MOU.

20.2 Field Training Officer 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 Community Service Officers and Records Clerks.

Note: This language is contained in the current agreement and is written this way in the Guild Agreement.

A5. During 2009, the Guild and the City agree to open Article 17 as it relates to medical insurance only, with an anticipated effective date of 1/1/10. The parties also agree to open Appendix A (Wages) no later than October, 2010 to negotiate wages for the balance of the Agreement (2011).



**AGREEMENT**

**BY AND BETWEEN**

**CITY OF BONNEY LAKE**

**AND**

**BONNEY LAKE POLICE GUILD**

**(REPRESENTING THE LAW ENFORCEMENT EMPLOYEES)**

**(JANUARY 1, 2009 THROUGH DECEMBER 31, 2011)**

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BY AND BETWEEN  
CITY OF BONNEY LAKE  
AND  
BONNEY LAKE POLICE GUILD

(REPRESENTING THE LAW ENFORCEMENT EMPLOYEES)

(JANUARY 1, 2009 THROUGH DECEMBER 31, 200)

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

(JANUARY 1, 2009 THROUGH DECEMBER 31, 20XX)

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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.

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## 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).

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**ARTICLE 3****ENTIRE AGREEMENT**

- 3.1 ENTIRE AGREEMENT — The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.
- 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.

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**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.

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## 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 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 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 — 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, 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's receipt of the request for the purpose of discussing the grievance. If a meeting between the Mayor and the Guild occurs, the Mayor shall render a written decision about the grievance as soon as possible after the grievance. If a meeting is not requested, the Mayor 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 it's 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.

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- 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.

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**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, or disability consistent with state and federal laws.

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## 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

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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.

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- 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 Chief or his 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 Chief of Police or his 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 Chief of Police or his

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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 twenty-four (24) hours.

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**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.

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**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.

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**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.

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**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, 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

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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.

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**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.

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**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 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 in the current calendar year. Otherwise, such vacation shall be forfeited.
- 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.

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**ARTICLE 14****HOLIDAYS**

- 14.1 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, 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 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 (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.

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**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 7<sup>th</sup> and 22<sup>nd</sup> 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.

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**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 dollars (\$800) 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 chief. All uniforms will be produced for inspection upon request by the chief or his/her designee
- 16.4 Any uniform or equipment item authorized by the 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 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 For employees hired after January 1, 2006, who are a CJTC certified lateral police officer or who are a police officer who can be certified by the CJTC equivalency academy the probation 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.

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- 16.6.3 At the 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.

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**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 Trust Agreement 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 The Employer will provide life insurance to each covered employee in the amount of twenty thousand dollars \$20,000.
- 17.3.6 **LEOFF II DISABILITY** — The Employer shall provide AWC long term disability for LEOFF II Employees.
- 17.4 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.

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## 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 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

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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.

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**ARTICLE 19****OUT OF CLASS PAY**

- 19.1 **ACTING PAY** — Employees required by the Chief or 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.

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## 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 — Employee's who obtain an overall satisfactory performance rating in past 2 annual evaluations and if no economic discipline in past 24 months and if have served at least 12 months in a ancillary assignment to patrol (i.e. Firearms, FTO, SRO, Detective, 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 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 a maximum of 50% of time from the previous employer.

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**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.

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**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.

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**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.

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**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.

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**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). 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.

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**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, 2011

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20

**CITY OF BONNEY LAKE**

**BONNEY LAKE POLICE GUILD**

\_\_\_\_\_  
Neil Johnson, Mayor .....

\_\_\_\_\_  
Ryan Boyle, President

\_\_\_\_\_  
Mike Mitchell, Chief of Police

\_\_\_\_\_  
Brian Byerley, Vice President

\_\_\_\_\_  
Laura Miller, Secretary / Treasurer

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, 2011

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 three percent (3%)

Classification	Step A 00-06 mo.	Step B 07-12 mo.	Step C 13-24 mo.	Step D 25-36 mo.	Step E 37-48 mo.	Step F 49+ mo.
Police Sgt.						
Patrol Officer						

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

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

A.3 Effective January 1, 2010, the rates of pay set forth in Section A.3 shall be increased by three percent (3%)

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

A.5 The Guild and the City agree to open Appendix A (Wages) and Article 17 Section 4 (medical contributions) only in October, 2010 to determine amounts for remainder of contract.



**AGREEMENT**

**BY AND BETWEEN**

**CITY OF BONNEY LAKE**

**AND**

**BONNEY LAKE POLICE GUILD**

**REPRESENTING THE LAW ENFORCEMENT (SUPPORT)**

**JANUARY 1, 2009 THROUGH DECEMBER 31, 2011**

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BY AND BETWEEN  
CITY OF BONNEY LAKE  
AND  
BONNEY LAKE POLICE GUILD

(REPRESENTING THE LAW ENFORCEMENT SUPPORT EMPLOYEES)

JANUARY 1, 2009 THROUGH DECEMBER 31, 2011

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A G R E E M E N T  
By and Between  
CITY OF BONNEY LAKE  
and  
Bonney Lake Police Guild  
(Representing the Law Enforcement Support Employees)

January 1, 2009 through December 31, 2011

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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.

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## 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).

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**ARTICLE 3.....ENTIRE AGREEMENT**

- 3.1 ENTIRE AGREEMENT — The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.
- 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.

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**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.

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## 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. 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 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 — 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, 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's receipt of the request for the purpose of discussing the grievance. If a meeting between the Mayor and the Guild occurs, the Mayor shall render a written decision about the grievance 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 is not requested, the Mayor 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.

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- 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.

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**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, or disability consistent with state and federal laws.

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**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

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- 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.

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- 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 Chief or his 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 Chief of Police or his 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.

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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 Chief of Police 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) hours.

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**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.

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**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.

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**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.

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**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, 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

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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.

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**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.

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**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 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 in the current calendar year. Otherwise, such vacation shall be forfeited.
- 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.

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**ARTICLE 14.....HOLIDAYS**

- 14.1 All employees shall accrue ~~eight (8) hours~~ 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, 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 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.

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**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 7<sup>th</sup> and 22<sup>nd</sup> 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.

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**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 Chief;

~~\$300 annually to each animal control officer~~ NO LONGER A POSITION  
~~\$300 annually to each communications officer~~ NO LONGER A POSITION  
\$300 annually to each records clerk and department assistant.  
~~\$750~~ \$800 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 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 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 Chief.
- 16.7 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.
- 16.8 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.

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**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, 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 III except for regular part-time employees who have opted for other City-sponsored health care plans.
- 17.3.4 **Disability** - The Employer will provide life insurance to each covered employee in the amount of twenty thousand dollars (\$20,000.00).
- 17.3.5 For the term of this Agreement, the City shall provide AWC long term disability insurance for employees.
- 17.4 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.

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- 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

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**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 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.

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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.

18.5 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.

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**ARTICLE 19.....OUT OF CLASS PAY**

19.1     **ACTING PAY** — Employees required by the Chief or 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.

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**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.

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**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.

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**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.

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**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.

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**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.

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**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 (\$75.00). 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.

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**ARTICLE 26.....EFFECTIVE DATE AND DURATION OF AGREEMENT**

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**CITY OF BONNEY LAKE**

**BONNEY LAKE POLICE GUILD**

\_\_\_\_\_  
Neil Johnson, Mayor

\_\_\_\_\_  
Ryan Boyle, President

\_\_\_\_\_  
Mike Mitchell, Chief of Police

\_\_\_\_\_  
Brian Byerley, Vice President

\_\_\_\_\_  
Laura Miller, 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, 2009, through December 31, 2011

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 3%.

Classification	Step A 00-06 mo.	Step B 07-12 mo.	Step C 13-24 mo.	Step D 25-36 mo.	Step E 37-48 mo.	Step F 49+ mo.
Records Clerk						
Community Service Officer						
Department Assistant						

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, 2010, the rates of pay set forth in Section A.2 shall be increased by three percent (3%).

A.4 Effective July 1, 2010, the rates of pay set forth in Section A.3 shall be increased by two percent (2%)

A.5 The Guild and the City agree to open Appendix A (Wages) and Article 17 Section 4 (medical contributions) only in October, 2010 to determine amounts for remainder of contract.

**City of Bonney Lake, Washington  
Council Agenda Bill (C.A.B.) Approval Form**

<b><u>Department/Staff Contact:</u></b> Legislative	<b><u>Council/Wrksbp Mtg Date:</u></b> 1/6/09	<b><u>Agenda Bill Number:</u></b> AB09-06
<b><u>Ordinance Number:</u></b>	<b><u>Resolution Number:</u></b> 1910	<b><u>Councilmember Sponsor:</u></b> Laurie Carter

**BUDGET INFORMATON**

<b><u>2009 Budget Amount</u></b>	<b><u>Required Expenditure</u></b>	<b><u>Impact</u></b>	<b><u>Remaining Balance</u></b>
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**Explanation:** The public and private costs to develop and implement a city charter, as well as hold the elections, are estimated to be between \$170,000 and \$416,000. If a new charter meant the replacement of key staff, there would be additional financial implications in addition to a loss of continuity and institutional knowledge.

**Agenda Subject:**

A resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, opposing Propostion 1, Charter Code City.

**Administrative Recommendation:**

**Background Summary:**

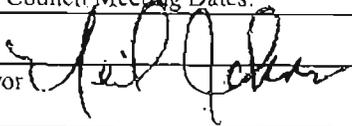
Councilmember Dan Decker filed a Petition pursuant to Chapter 35A.08 RCW to submit to the voters the question of whether the City of Bonney Lake shall become a charter code city. Based on Councilmember Decker's petition, a special election will be held February 3, 2009 to vote on Proposition 1, which proposition would change the City of Bonney Lake's classification under Revised Code of Washington Title 35A to a charter code city and would authorize a charter commission consisting of fifteen elected charter commissioners to study and draft a charter for submission to the voters for their consideration at a subsequent election.

<b><u>Council Committee Dates:</u></b>	<b><u>Commission Dates:</u></b>	<b><u>Board/Hearing Examiner Dates:</u></b>
Finance Committee:	Planning Commission:	Park Board:
Public Safety Committee:	Civil Service Commission:	Hearing Examiner:
Community Development & Planning Committee:		
Council Workshops: 01/6/09		

**Council Action:**

Council Call for Hearing:	Council Hearings Date:
Council Referred Back to:	Workshop: Committee:
Council Tabled Until:	Council Meeting Dates:

**Signatures:**

Mayor: 	Date City Attorney Reviewed:
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**RESOLUTION NO. 1910**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BONNEY LAKE, PIERCE COUNTY, WASHINGTON, OPPOSING  
PROPOSITION 1, CHARTER CODE CITY.**

WHEREAS, a Petition was filed pursuant to Chapter 35A.08 RCW to submit to the voters the question of whether the City of Bonney Lake shall become a charter code city; and

WHEREAS, a special election will be held February 3, 2009 to vote on Proposition 1, which proposition would change the City of Bonney Lake's classification under Revised Code of Washington Title 35A to a charter code city and would authorize a charter commission consisting of fifteen elected charter commissioners to study and draft a charter for submission to the voters for their consideration at a subsequent election; and

WHEREAS, the City Council wishes to take action at an open public meeting to express a collective decision to oppose Proposition 1 to become a Charter Code City; and

WHEREAS, required notice of the Council's intent to take action has been given by publishing such ballot proposition title and number on the Council's Agenda;

NOW THEREFORE, the City Council of the City of Bonney Lake, Washington, does hereby resolve as follows:

**Section 1:** The City Council hereby opposes Proposition 1 to become a Charter Code City for the following reasons:

- A. There are 138 Mayor-Council Non-Charter Code Cities in the State of Washington. There are ZERO Mayor-Council Charter Code Cities in the state, and only 1 Charter Code City in the State (Kelso, with a Council-Manager form of government). While other cities have had similar elections to become a charter code City, the voters of those cities have soundly rejected the proposition. It has not been found to be necessary elsewhere, and is not necessary here. The current form of government is flexible and can be easily amended as needed to meets the needs of the citizens.
- B. Councilmember Dan Decker submitted the petition to change to a charter code city. The last initiative he submitted was to switch to a Council-Manager form of government. That initiative was soundly defeated by the voters. This proposition is not necessary, and the voters have already spoken regarding adoption of the council-manager plan of government.
- C. The public and private costs to develop and implement a city charter, as well as hold the elections, are estimated to be between \$170,000 and \$416,000. If

a new charter meant the replacement of key staff, there would be additional financial implications in addition to a loss of continuity and institutional knowledge. While a new City charter could theoretically reduce the costs of government, it is more likely to increase them significantly. Moreover, nervous or displaced City employees may seek employment elsewhere, taking with them valuable and irreplaceable institutional knowledge of the City and its operations. Experts estimate that the cost of replacing a single employee is equivalent to 150% of the average employee's annual compensation, and 200% to 250% of annual compensation for managerial positions.

- D. The City has made significant progress on a number of fronts in the past few years. The City has finally turned the corner and been able to make significant community progress, to enjoy positive press, reach out to the community, and develop a positive reputation in the state.
- E. Should Proposition 1 be approved, the 15 freeholders who have filed for office would be charged with developing the City charter. Is it conceivable that this group of charter commissioners would develop a better plan of government? Would they follow the model city charter developed by the national civic league? What background and expertise do the freeholders have? How much would the legal consultation they would require cost the City and taxpayers?
- F. Proposition 1 would bring confusion and chaos to the City government. At the same election in which voters decide on whether to approve the city charter that was developed by the freeholders, they would also vote for the candidates who had to file for the offices created under the proposed charter. At the same time they would also vote for the mayor and 3 councilmembers who are up for election next year under the current form of government. This would likely mean simultaneous elections. All current elected officials would have to run for office again if they wanted a seat on the new government. People would have to run for any new additional offices created by the Charter. If the charter was approved, the current form of government would cease, the new plan would take effect, and the newly elected officials would take office. The Bonney Lake Municipal Code would have to be rewritten to accommodate a new Charter.

**Section 2:** The City Council encourages all citizens to study the relative advantages, disadvantages, and costs of creating a City Charter; and further encourages all registered voters to exercise their right to vote on the matter according to their individual findings as to the benefit of becoming a charter code city, and the impacts of such a decision upon the City government. After due deliberation and study, the majority of current city council members encourage all registered voters to vote NO on Proposition 1 – Charter Code City.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_\_ day of January, 2009.

\_\_\_\_\_  
Neil Johnson, Jr., Mayor

ATTEST:

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Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

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James J. Dionne, City Attorney