

RESOLUTION NO. 3037

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A LABOR AGREEMENT WITH THE BONNEY LAKE ASSISTANT POLICE CHIEFS GUILD FROM APRIL 1, 2022 THROUGH DECEMBER 31, 2023.

WHEREAS, the Bonney Lake Assistant Police Chiefs petitioned the Public Employment Relations Commission for the formation of a labor bargaining unit; and

WHEREAS, the Public Employment Relations Commission issued a decision approving the formation of the bargaining unit on March 3, 2022; and

WHEREAS, negotiating teams for the City and the Guild have been working to reach an agreement; and

WHEREAS, the City Council finds the terms of the attached agreement are agreeable for April 1, 2022 through December 31, 2023;

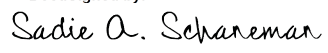
NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the contract attached hereto and incorporated herein by this reference.

PASSED by the City Council this 12th day of April, 2022.

DocuSigned by:

3AAD1DE6A42496
Michael McCullough Mayor

AUTHENTICATED:

DocuSigned by:

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Sadie A. Schaneman, CMC, City Clerk

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Executive / John P. Vodopich, AICP	Meeting/Workshop Date: 12 April 2022	Agenda Bill Number: AB22-60
Agenda Item Type: Resolution	Ordinance/Resolution Number: 3037	Sponsor:

Agenda Subject: Bonney Lake Assistant Police Chiefs Labor Agreement

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Labor Agreement With The Bonney Lake Assistant Police Chiefs Guild From April 1, 2022 Through December 31, 2023.

Administrative Recommendation: Approve

Background Summary: The Bonney Lake Assistant Police Chiefs petitioned the Public Employment Relations Commission for the formation of a labor bargaining unit. The Public Employment Relations Commission issued a decision approving the formation of the bargaining unit on March 3, 2022. Negotiating teams for the City and the Guild have been working to reach an agreement. This agreement would be effective April 1, 2022 through December 31, 2023.
Attachments: Resolution 3037 and Agreement

BUDGET INFORMATION				
Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
		\$24,620		<input checked="" type="checkbox"/> General <input type="checkbox"/> Utilities <input type="checkbox"/> Other
Budget Explanation: Increased expenditure is for salaries and benefits.				

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	<i>Approvals:</i>	Yes	No
Date:	Chair/Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
Forward to: April 12, 2022	Consent Agenda:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Commission/Board Review:			
Hearing Examiner Review:			

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): April 12, 2022	Tabled to Date:

APPROVALS		
Director: <i>JPV</i>	Mayor: <i>MM</i>	Date Reviewed by City Attorney: April 5, 2022 (if applicable)



AGREEMENT

BY AND BETWEEN

THE CITY OF BONNEY LAKE

AND

BONNEY LAKE ASSISTANT CHIEFS POLICE GUILD

(REPRESENTING THE ASSISTANT CHIEFS)

APRIL 1, 2022 THROUGH DECEMBER 31, 2023

TABLE OF CONTENTS

ARTICLE 1	GUILD RECOGNITION	3
ARTICLE 2	ENTIRE AGREEMENT	3
ARTICLE 3	MANAGEMENT RIGHTS	3
ARTICLE 4	GRIEVANCE PROCEDURE	3
ARTICLE 5	NON-DISCRIMINATION	5
ARTICLE 6	DISCIPLINE AND DISCHARGE.....	5
ARTICLE 7	SICK LEAVE	9
ARTICLE 8	BEREAVEMENT LEAVE.....	11
ARTICLE 9	VACATIONS	11
ARTICLE 10	HOLIDAYS	11
ARTICLE 11	WAGES.....	12
ARTICLE 12	UNIFORMS & EQUIPMENT	12
ARTICLE 13	HEALTH AND WELFARE	13
ARTICLE 14	HOURS OF WORK AND OVERTIME	14
ARTICLE 15	LAYOFF	14
ARTICLE 16	DEFERRED COMPENSATION.....	15
ARTICLE 17	EFFECTIVE DATE AND DURATION OF AGREEMENT	15
APPENDIX A	16

ARTICLE 1 GUILD RECOGNITION

- 1.1 GUILD RECOGNITION — The Employer recognizes the Guild as the exclusive bargaining representative for all full-time fully commissioned Assistant Chiefs employed by the City of Bonney Lake.

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.

ARTICLE 2 ENTIRE AGREEMENT

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

ARTICLE 3 MANAGEMENT RIGHTS

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

ARTICLE 4 GRIEVANCE PROCEDURE

- 4.1 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.
- 4.1.1 STEP ONE — Within fifteen (15) calendar days of knowledge of the occurrence of the situation, condition or action giving rise to an alleged employee grievance, the employee affected or a Guild representative, shall present the grievance, in writing, to the Chief of Police or designee. The written grievance shall contain the specific contract violation, a brief summary of the relevant facts, and the remedy sought by the grievant. The Chief of Police or designee shall provide a written response to the employee or Guild representative within fifteen (15) calendar days of receipt of the grievance.

- 4.1.2 STEP TWO — Within fifteen (15) calendar days of receiving the Step One written response from the Chief of Police or designee that a satisfactory settlement was not reached, the employee affected or a Guild representative shall present the grievance, in writing, to the Mayor or designee. The Mayor or designated representative may request a meeting as soon as possible, but in no event may the meeting occur later than twenty (20) calendar days after the Mayor or designated representative's receipt of the request for the purpose of discussing the grievance. If a meeting between the Mayor or designee and the Guild occurs, the Mayor or designee shall render a written decision about the grievance within fifteen (15) calendar days. If a meeting does not occur, the Mayor or designee shall render a written decision about the grievance within ten (10) calendar days following receipt of the grievance.
- 4.1.3 STEP THREE — If, after thorough evaluation, the decision of the Mayor or designee has not resolved the grievance in Step Two, the Guild shall notify the Mayor or designee in writing that they are pursuing the matter through arbitration within twenty (20) calendar days following the completion of Step Two. The Guild has sole discretion as to whether to request grievance arbitration.
- 4.2 ARBITRATOR — Arbitrations involving discipline will be processed in accordance with state law.
- 4.2.1 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.
- 4.2.2 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.
- 4.3 TIME LIMITS — At any step of the grievance procedure time limits may be extended by mutual written agreement of the parties.
- 4.4 ELECTION OF REMEDY — Should the effected employee wish to appeal a disciplinary action that results in economic sanctions, as defined in Article 6 of this Agreement, the employee may file a petition with the Civil Service Commission in accordance with the rules of the Commission. Such petition to the Civil Service Commission waives all rights of appeal through the grievance procedure.

ARTICLE 5 NON-DISCRIMINATION

- 5.1 **NON-DISCRIMINATION** — Any employee member of the Guild, acting in any official capacity whatsoever, shall not be unlawfully discriminated against for their acts as such officer of the Guild, nor shall there be any unlawful discrimination against any employee because of Guild membership or activities.
- 5.2 The City is an equal opportunity employer, and shall not discriminate on the basis of race, religious creed, color, national origin, ancestry, age, sex, marital status, sexual orientation, genetic information, veteran status, or disability consistent with state and federal laws.

ARTICLE 6 DISCIPLINE AND DISCHARGE

- 6.1 **JUST CAUSE** — Disciplinary action and/or discharge shall be imposed upon an employee only for just cause.
- 6.2 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.
- 6.2.1 **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.

- 6.2.2 **Guild and Employee Rights** — The Guild shall have the right to process any disciplinary action as a grievance through the grievance procedure, except for a verbal reprimand and except for employees serving an initial probationary period who are discharged. Written reprimands may be grieved only to Step Two of the grievance procedure (appeal to Mayor or designee), not Step Three (arbitration); if a written reprimand is timely grieved in accordance with the terms of the grievance procedure, the merits of the grievance may later be challenged if the written reprimand is relied upon to support a higher step of progressive discipline.
- 6.3 **INVESTIGATIVE INTERVIEWS/GARRITY/ADMINISTRATIVE LEAVE** — The employee will be required to cooperate with any investigation conducted by the Employer or a member agency. During any investigation of a non-criminal matter, the employee will be required

to answer any questions asked that reasonably relate to their conduct, job performance, or fitness for duty. If the employee is required to answer questions as part of an investigation, the employee's responses may be used for administrative purposes but will not be used or introduced into evidence in a criminal proceeding against the employee. An employee's failure to cooperate with an investigation and/or to answer questions during an investigation will be considered insubordination and may be the subject of disciplinary action in and of itself, including dismissal.

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

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

- a. If an employee is considered a suspect, at a reasonable time in advance of the investigative interview, the suspect employee shall be informed in writing, with a copy to the Guild, of the nature of the investigation; the specific allegations related thereto; and the policies, procedures and/or laws that form the basis for the investigation; and shall be advised that an opportunity to consult with a Guild representative and/or legal representative will be afforded prior to the interview.
- b. The requirements of Section 6.4.a of this agreement 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 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.
 - 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 the 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 interview.
 - j. If the Police Department records the interview, a copy of the complete recorded interview of the suspect employee, noting the length of all recess periods, shall be furnished to the employee upon the suspect employee's written request. If the interviewed suspect employee is subsequently charged with misconduct, upon the written request of the suspect employee or the Guild, the City shall provide a complimentary copy of any recordings to the Guild on behalf of the employee.
 - k. Interviews and Internal Affairs investigations shall be concluded without unreasonable delays.
 - l. The employee and the Guild shall be advised within a reasonable period of time, in writing, of the results of the investigation and what future action, if any, will be taken regarding the matter investigated.
 - m. This Article is not intended to limit the Police Department's ability to conduct a fair and comprehensive investigation nor impose unreasonable time limits upon the conduct of such investigation.
- 6.5 NOTICE AND OPPORTUNITY TO RESPOND — Upon reaching the conclusion that just cause exists to discipline an employee with a reassignment, or a suspension without pay, or a demotion, or discharge, the Chief of Police or 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(s) of the City that were allegedly violated and how these were violated.
 - c. The disciplinary action being considered.
 - d. Copies of previous documented disciplinary actions identified in Section 6.1 of this agreement.
- 6.5.1 EMPLOYEE'S RESPONSE — The affected employee and the Guild shall have the opportunity to respond to the allegation(s) or charge(s) orally or in writing, normally within forty-eight (48) hours of receiving the information and materials provided by the City in Section 6.5 of this agreement, provided the Guild may request a reasonable extension of time to respond, which request will not be unreasonably denied by the Police Chief or designee.
- 6.5.2 PRE-DISCIPLINARY MEETING — If the employee and/or the Guild chooses to respond orally, an opportunity to respond to the allegation(s) or charge(s) shall occur at a pre-disciplinary meeting conducted and presided over by the Police Chief or designee, who shall have the authority to impose or to recommend the proposed disciplinary action. Reasonable advance notice of this meeting and its time and location shall be given to 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.
- 6.5.3 CITY'S DECISION — Within a reasonable time, but not beyond forty-five (45) calendar days from the date of the pre-disciplinary meeting, the Police Chief or designee shall issue a written decision imposing discipline, exonerating the employee, or taking such other action deemed appropriate.
- 6.6 USE OF DEADLY FORCE SITUATIONS — An employee using deadly force while exercising authority as a Police Officer shall be allowed to consult with a Guild representative or attorney, upon request, prior to being required to give an oral or written statement about the use of deadly force. An employee using deadly force shall be afforded seventy-two (72) hours before giving a statement.

ARTICLE 7 SICK LEAVE

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

7.2 PAYOFF — At time of separation from employment, employees who have completed five (5) or more years of service with the City shall be eligible for cash out of a percentage of their sick leave balance. The maximum hours eligible for cash out is seven hundred twenty (720) hours. Employees shall be compensated at their current regular base rate of pay in effect at time of separation of employment in accordance with the following schedule:

Employees hired prior to January 1, 2022

- If separation due to resignation or layoff, eligible to be cashed out at 25%.
- If separation due to disability, death, demonstrated eligibility for DRS or Social Security, eligible to be cashed out at 100%.

Employees hired after January 1, 2022

- If separation due to resignation or layoff, eligible to be cashed out at 25%.
- If separation due to disability or death, eligible to be cashed out at 100%.
- If separation due to eligibility for retirement under DRS rules or Social Security, eligible to be cashed out at 100% of the first 360 hours with the remaining balance to be cashed out at 50%.

7.2.1 Employees hired after January 1, 2022, who have accumulated seven hundred twenty (720) hours of sick leave in their sick bank may sell up to thirty (30) hours on an annual basis. Employees who choose to sell back sick leave hours must notify payroll and the Police Chief in writing or email of their intent to cash out hours by December 31. Payment and adjustment of the employee's sick leave balance will be made by payroll by the second pay date in January of the following year.

7.3 USAGE — Employees eligible for sick leave with pay shall have such leave deducted from accrued sick leave for any reason permitted under federal, state, or local laws.

7.4 NOTIFICATION — An employee on sick leave shall notify the Chief or 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.

7.4.1 Should the sick leave continue beyond three (3) consecutive shifts, and if required by the Chief or 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.

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

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

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

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

Should an employee exhaust paid leave while on leave covered by Workers’ Compensation or LEOFF 2 benefits, the employee will be responsible for making payments typically taken by payroll deduction (e.g., union dues, health insurance premiums) directly to the Employer. The Employer will notify the employee of this obligation. Should an employee fail to pay for these employee deductions, the Employer shall have the right to terminate the affected benefits.

7.5 LIGHT DUTY – If available, to help facilitate the employee to return to work, the Employer has the discretion to offer a light duty assignment to an employee on Workers’ Compensation leave. Light duty assignments shall normally be limited to ninety (90) calendar days, unless extended at the discretion of the Employer.

7.6 PAID FAMILY AND MEDICAL INSURANCE BENEFITS – Eligible employees are covered by Washington’s Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits are established by state law and therefore independent of this Agreement. Benefits for this program are funded by both Employer and employee payroll deductions, with payroll deductions for eligible employees based on the default maximum percentages listed in RCW 50A.04.115.

7.7 FAMILY LEAVE – The Employer shall comply with the state and federal Family Leave Acts as presently set forth or hereinafter amended.

ARTICLE 8 BEREAVEMENT LEAVE

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

ARTICLE 9 VACATIONS

- 9.1 Employees may accumulate a maximum of two hundred forty (240) hours vacation. Any vacation accrued up to the pay period ending December 15th of the current calendar year, but not taken or scheduled to be taken by December 31, in excess of two hundred forty (240) hours shall be paid to the employee at their current regular straight time rate of pay, provided the employee has been prohibited from taking sufficient vacation time to reduce their vacation balance to the maximum allowable carryover by December 31, and provided employees are required to responsibly manage their vacation balances during the calendar year, including an obligation to schedule vacation time outside of the most desired dates if those dates are already reserved. Vacation balances in excess of two hundred forty (240) hours shall be forfeited. Vacation accrued during the pay period ending December 31st of the current calendar year and not eligible for use until the following calendar year is not subject to this forfeiture.
- 9.3 Any employee separated from service with the City for any reason, shall be paid for their accrued vacation pay at the time of separation.
- 9.4 The employee shall choose vacation time in order of classification seniority.

ARTICLE 10 HOLIDAYS

- 10.1 In lieu of receiving federally recognized holidays on their prescribed dates as listed in the Bonney Lake Municipal Code 2.32.010, Assistant Chiefs employed with the City on January 1st shall receive sixty (60) hours of holiday leave placed in their holiday leave bank. On July 1, an additional sixty (60) hours) of holiday leave for federally recognized holidays as listed in Bonney Lake Municipal Code 2.32.010 will be placed in their holiday leave bank. An employee hired between January 2nd and June 30th shall receive holiday leave on a pro-rata basis of the sixty (60) hours from date of hire placed in their holiday leave bank. An employee hired between July 1 and December 31, shall receive holiday leave on a pro-rata basis of the sixty (60) hours from date of hire placed in their holiday leave bank.

- 10.2 An additional two (2) ten (10) hour floating holidays shall be added to the banked holiday hours. Employees hired or promoted to the Assistant Chief position after July 1 shall receive one (1) additional ten (10) hour floating holiday added to their holiday leave balance.
- 10.3 Holiday bank hours or floating holidays not used by December 31 of the current year will be forfeited.
- 10.4 When an employee separates from employment, any unused holiday hours will be cashed out based on the number of recognized federal holidays prior to the employee's separation date. If an employee has used more than the recognized federal holidays that have occurred from their date of separation, the number of hours used will be deducted from their final paycheck.
- 10.5 UNPAID RELIGIOUS HOLIDAYS – Pursuant to RCW 1.16.050(3), an employee is entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. Leave will be provided in accordance with Washington law and the City's personnel policies. In the event the City's personnel policies conflict with Washington law, then the minimum requirements of the law shall apply.

ARTICLE 11 WAGES

- 11.1 WAGES — Employees covered by this Agreement shall be compensated in accordance with the wage schedule set forth in Appendix A to this Agreement.
- 11.2 PAY DATES — Pay dates are on the 7th and 22nd each month.

ARTICLE 12 UNIFORMS & EQUIPMENT

- 12.1 UNIFORMS — Upon employment, the Employer shall provide a new probationary employee with all clothing and uniforms as may be required by the Police Chief.
- 12.2 The Employer shall provide each employee all uniforms and equipment required by changes or additions as required by the Police Chief.
- 12.3 The City shall provide an amount consistent with the Bonney Lake Police Guild members for the purchase of uniforms and items required by the Police Chief. All uniforms will be produced for inspection upon request by the Police Chief or designee.
- 12.4 Any uniform or equipment item authorized by the Police Chief which becomes damaged in the line of duty through no fault of the employee shall be replaced by the City and not charged against the officer's clothing allowance.

- 12.5 Upon termination for any reason, the employee shall return all clothing, uniforms, and equipment issued and authorized by the Police Chief.
- 12.6 VEHICLES — Each assistant chief shall be assigned a vehicle with take home privileges, provided vehicle use shall be limited to no more than fifteen (15) miles outside the City limits unless authorized by the Police Chief. If at any point the employer is unable or unwilling to provide a vehicle with take home privileges to any assistant chief hired prior to January 1, 2006, the employer shall replace the vehicle with a premium equal to six (6%) percent of the assistant chiefs monthly base wage to be paid monthly. An assistant chief hired on or after January 1, 2006, the employer shall replace the vehicle with a premium equal to three percent (3%) of the assistant chiefs monthly base wage, such premium to be paid monthly. The employer will also have up to ninety (90) days, if necessary, to repair or replace damaged vehicles.

ARTICLE 13 HEALTH AND WELFARE

- 13.1 MEDICAL — The Employer agrees to make contributions, as set forth in succeeding sections. These contributions shall be made on behalf of every employee covered by this Agreement who was compensated eighty (80) or more hours in the preceding month.
- 13.1.1 The employer shall pay each month ninety-five percent (95%) of the premiums for the employee and eligible dependents. Employees shall pay each month five percent (5%) of the premium cost for eligible dependents.
- Employees shall select between LEOFF TRUST plan F or AWC Kaiser \$200.
- 13.2 Contributions are to be made to the Trust Fund on or before the tenth (10th) day of each month.
- 13.3 The Employer and the Guild agree to be bound by the terms and conditions of the United Employees Benefit Trust Agreement and the Law Enforcement Officers' and Fire Fighters' (LEOFF) Trust Agreement, and subsequent amendments.
- 13.3.2 DENTAL — The Employer shall pay each month one hundred percent (100%) of the premium necessary to purchase employee dental coverage and one hundred percent (100%) of the premium necessary to purchase dependent dental coverage.
- The employee shall select from AWC Dental Plan F with orthodontia rider or Willamette Dental (\$10 co-pay plan).
- 13.3.3 VISION — For employees who select LEOFF Trust Plan F, the Employer shall provide vision benefits through LEOFF Plan F, which is bundled with Plan F. For employees who select AWC Kaiser \$200, the Employer shall provide vision benefits through Vision Services Plan (VSP) No-Deductible and pay 100% of the premiums.

- 13.3.4 TIME LOSS — The Employer shall provide benefits for Time Loss through the United Employees Benefit Trust.
- 13.3.5 LIFE INSURANCE - THE Employer will provide life insurance to each covered employee in the amount of fifty thousand (\$50,000) dollars.
- 13.3.6 DISABILITY — The Employer shall pay one hundred percent (100%) of the premium for a long-term disability plan as selected by the employer, currently the AWC LTD ninety (90) day elimination plan.
- 13.5 The employee's premium contribution for medical insurance shall be paid through the City's IRC Section 125 plan.

ARTICLE 14 HOURS OF WORK

- 14.1 Work Schedule — The work week will be based on a full-time equivalency (FTE) being equal to 2080 hours through a 9/80, 4/10 or 5/8 work schedule. The regular assistant chief work schedule shall consist of four (4) consecutive ten (10) hour days on duty, followed by three (3) consecutive days off duty. One assistant chief will work Monday-Thursday and one assistant chief will work Tuesday-Friday. Selection of the work schedule is based on seniority from date of promotion to assistant chief. The Police Chief reserves the right to assign an alternate work schedule for employees when assignments, special duties, training, vacations, or sick leave preclude the use of the regular work schedule.
- 14.1.3 The Assistant Chiefs recognize that they are FLSA exempt and are not eligible for overtime compensation.

ARTICLE 15 LAYOFF

- 15.1 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. As provided under BLMC 2.08.080(B), we may elect to retain the right to discipline or dismissal only for cause and related rights under RCW 41.12.080 and 41.12.090 and the corresponding provisions of the Bonney Lake Civil Service Commission rules and regulations. If one or both assistant chief positions are eliminated for budgetary, reorganization, or other reasons other than just cause, the assistant chief(s) may return to the last held civil service position within the department at the top step of the salary range for said position.

ARTICLE 16 DEFERRED COMPENSATION

16 Employees that elect to enroll in the Mission Square (formerly known as ICMA-RC) 457 Deferred Compensation Plan are eligible to receive a matching contribution from the employer. The Employer shall match on a one-to-one basis up to one hundred and fifty dollars (\$150.00) per month for regular full-time employees. Employees are responsible for following procedural requirements as dictated by Mission Square.

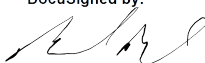
ARTICLE 17 EFFECTIVE DATE AND DURATION OF AGREEMENT

17.1 This Agreement is effective upon the date of ratification and shall remain in full force through December 31, 2023.

DATED this 12th day of April, 2022


CITY OF BONNEY LAKE

BONNEY LAKE ASSISTANT CHIEFS POLICE GUILD

DocuSigned by:

3AAAD4DE08A424D6
Michael McCullough, Mayor

DocuSigned by:

2877965E74844BD...
James Keller, Assistant Chief

DocuSigned by:

634EAA4BE7434B1...
Bryan Jeter, Chief of Police

DocuSigned by:

83BBFEFFC1A6435...
Ryan Boyle, Assistant Chief

APPENDIX A: Salary Schedules

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

A.1 The following salary schedule is effective April 1, 2022 through December 31, 2022.

Step A	Step B	Step C	Step D
0-6 Months	7-12 Months	13-24 Months	25+ Months
\$12,407	\$13,118	\$13,869	\$14,664

A.2 The following salary schedule includes a 3% COLA and is effective January 1, 2023 and effective through December 31, 2023.

Step A	Step B	Step C	Step D
0-6 Months	7-12 Months	13-24 Months	25+ Months
\$12,779.00	\$13,512.00	\$14,285.00	\$15,104.00