

CITY COUNCIL MEETING
February 27, 2024
6:00 P.M.



www.ci.bonney-lake.wa.us

AGENDA

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

The public is invited to attend Council Meetings and Workshops in person, via conference call or over the internet. The information for attending is provided below.

Council Meetings options:

In-Person: Bonney Lake Justice & Municipal Center at 9002 Main Street East in Bonney Lake

By phone: 323-792-6234 (Meeting ID: 108592120#)

By internet: Teams meeting link: [TEAMS](#) (Meeting ID: 242 012 651 183) **The City will be turning off all public cameras and microphones when attending online until the start of the citizen commenting section and will then turn them back off after the citizen commenting section is finished - Only staff and presenters will be visible and unmuted during the entire meeting.**

I. CALL TO ORDER – Mayor Michael McCullough

- A. Pledge of Allegiance
- B. Roll Call: Mayor Michael McCullough, Deputy Mayor Terry Carter, Councilmember Angela Baldwin, Councilmember Gwendolyn Fullerton, Councilmember Kerri Hubler, Councilmember J. Kelly McClimans, Councilmember Dan Roach, and Councilmember Dan Swatman.
- C. Agenda Modifications: None.
- D. Announcements, Appointments and Presentations: None.

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

- A. Public Hearing: None.
- B. Citizen Comments:
Citizen comments can be made in-person, by phone or virtually during this portion of the meeting. Comments are limited to 5 minutes. Public mics and video will be enabled-you will need to personally turn them on-during this section only. All who comment will be asked to state their name and address for the meeting record.
- C. Correspondence: None.

III. COUNCIL COMMITTEE REPORTS:

- A. Finance Committee

- B. Community Development Committee
- C. Public Safety Committee
- D. Other Reports

IV. CONSENT AGENDA:

The items listed below may be acted upon by a single motion and second of the City Council. By simple request to the Chair, any Councilmember may remove items from the Consent Agenda for separate consideration after the adoption of the remainder of the Consent Agenda items.

- Page 5
- A. **Approval of Corrected Minutes:** February 6, 2024, City Council Workshop.
 - B. **Approval of Accounts Payable and Utility Refund Checks/Vouchers:** Accounts Payable check/vouchers #96366 to #96400, and wire transfers #2024020201, and #2024020683 in the amount of \$78,925.80. Accounts payable wire transfer #2024021701 in the amount of \$37,848.92. **Voids:** Check/Voucher #95916 – Check not received, Reissue.
 - C. **Approval of Payroll:** February 1 – 15, 2024 for checks #34946 - 34949 including Direct Deposits and Electronic Transfers totaling \$741,126.22. **Voids:** None.

V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES:

- Page 9
- A. **AB24-14 – Ordinance D24-14** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending The Following Animals At Large Sections Of The Bonney Lake Municipal Code 6.04.190 Allowing Animal Services To Enforce The Code On Public As Well As Private Property; 6.04.230 Setting Guidelines For The Options Of Lowering Violation Fees; Providing For Severability And Corrections; And Establishing An Effective Date
- Page 13
- B. **AB24-16 – Ordinance D24-16** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Section 10.33.010 Of The Bonney Lake Municipal Code To Include Illegal Racing Conduct And Vehicle Impoundment And Forfeiture; Providing For Severability And Corrections; And Establishing An Effective Date.
- Page 19
- C. **AB24-17 – Ordinance D24-17** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Section 14.130.040 Of The Bonney Lake Municipal Code To Increasing The Severity Of Criminal Interference With Code Enforcement; Providing For Severability And Corrections; And Establishing An Effective Date.

VIII. FULL COUNCIL ISSUES:

Page 23 A. **AB24-18 – Resolution 3199** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Authorize A \$25,000 Hiring Bonus For Lateral Police Officers In 2024.

Page 27 B. **AB24-19 – Motion M24-19** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Labor Agreement With The Police Guild Representing The Non-Commissioned Employees From January 1, 2024, Through December 31, 2026.

IX. EXECUTIVE SESSION:

RCW 42.30.110 (c) To Consider The Minimum Price At Which Real Estate Will Be Offered For Sale Or Lease When Public Knowledge Regarding Such Consideration Would Cause A Likelihood Of Decreased Price.

X. ADJOURNMENT

For citizens with disabilities requesting translators or adaptive equipment for communication purposes, the City requests notification as early as possible prior to the meeting regarding the type of service or equipment needed.

THE COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA

**CITY COUNCIL WORKSHOP
MEETING**

**February 6, 2024
6:00 P.M.**



www.ci.bonney-lake.wa.us

DRAFT MINUTES

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

Audio starts at: 06:00 **I. CALL TO ORDER:** Deputy Mayor Terry Carter

A. Pledge of Allegiance

Audio starts at: 6:01 **II. Roll Call:** City Clerk Sadie Schaneman called the roll. In addition to Deputy Mayor Terry Carter, other elected officials attending were Councilmember Angela Baldwin, Councilmember Gwendolyn Fullerton, Councilmember Kerri Hubler, Councilmember J. Kelly McClimans, Councilmember Dan Roach, and Councilmember Dan Swatman. Deputy Mayor Terry Carter was in virtual attendance. Mayor Michael McCullough was not in attendance.

Staff members in attendance at the physical location were City Administrator John Vodopich, Chief of Police Mark Berry, Administrative Services Director Chuck McEwen, Interim Public Services Director Jason Sullivan, City Clerk Sadie Schaneman, Administrative Specialist II Debbie McDonald, and City Attorney Jennifer Robertson.

There were no staff members in virtual attendance.

III. AGENDA ITEMS:

Audio starts at: 6:02 **A. Appointment:** Friends of Fontana Recognition.

Deputy Mayor Terry Carter read a certificate of appreciation to the Friends of Fontana for 18-years of participating in the City's Adopt-A-Street program.

Colleen Littleton gave a brief history of Mike Fontana and why they started the group.

Audio starts at: 6:07 **B. Presentation:** WCIA Council Do's and Don'ts Training.

Administrative Services Director McEwen introduced Washington Cities Insurance Authority(WCIA) Deputy Director Rob Roscoe.

Deputy Director Roscoe presented City Council Do's and Don'ts training on city risks and liabilities. He explained how the City can avoid liability claims.

Council discussed and shared their ideas and concerns, including:

- How many cases go to trial.
- When should a City settle a case.
- How do they rate assessments to decide what to charge cities.

Audio starts at:
7:09

C. Council Open Discussion:

Deputy Mayor Carter:

Association of Washington Cities(AWC) Conference: Deputy Mayor Carter announced the AWC conference dates June 18-22, in Vancouver and encouraged Councilmembers to attend.

Reed Property: Deputy Mayor Carter stated that there are more businesses that are interested in the Reed property including the Bonney Lake Food Bank. He said that there has been some meetings with businesses including Mt. Rainier Athletic Club (MRAC) to discuss options.

Council discussed and shared their ideas and concerns, including:

- How others are able to walk the property without liability insurance.
- How to have MRAC be able to go forward.
- Not rushing into a decision.

Councilmember Swatman:

Council Retreat: Councilmember Swatman asked with three Councilmembers unable to attend if the Council Retreat could be moved from March 2.

Staff will work on rescheduling the Council Retreat.

Councilmember McClimans:

Sumner-Bonney Lake School Districts Capital Facilities Advisory Committee: Councilmember McClimans reported that without property the swimming pool will not make the bond list. If the City has a response of property that could be used for the pool, he will need the response by next month's meeting.

Councilmember Baldwin:

Historical Society: Councilmember Baldwin is concerned on where the Historical Society will be relocating, once the old city hall is torn down.

City Administrator Vodopich responded they are looking at moving them into the modular building that is also located on that site.

New Public Services Director: Councilmember Baldwin asked about the hiring process for a new Public Services Director.

City Administrator Vodopich discussed how the process will work to fill that position.

Councilmember Roach:

Public Services Center: Councilmember Roach took a tour of the Public Services Center. Was concerned with all the generators the City has and if power is out for more than three days the City has no way to refuel them. He wonders if the City has a plan for getting their own underground or above ground gas tank. This is something that should be a Council issue.

Pierce County Regional Council (PCRC): Councilmember Roach and Interim Public Services Director Sullivan attended PCRC meeting. The Bonney Lake amendment for Urban Growth passed and moved on to the Pierce County Council for a vote.

Councilmember Fullerton:

Communities For Families (CFF): Councilmember Fullerton announced that Community Court will be hosting a Community Resource Fair being held here at the Justice Center on February 17, from Noon-3 PM, and is open to the public.

Audio starts at:
8:10

- D. **Review Of Council Minutes:** January 9, 2024, City Council Meeting, January 16, 2024, City Council Workshop and January 23, 2024, City Council Meeting.

The draft minutes were forwarded with no corrections to the February 13, 2024, meeting for approval.

Audio starts at:
8:11

E. **Discussion: Public Comments.**

Deputy Mayor Carter introduced the discussion on how the City can try and protect itself from, "Hate Speech". City Attorney Jennifer Robertson presented different options to Council of how to help try to prevent an onslaught of Hate Speakers from hijacking a Council Meeting as other local cities have experienced.

Council discussed and shared their ideas and concerns, including:

- Not wanting to add any more barriers for citizens to make comments.
- Having a policy with very detailed do's and don'ts.
- What other cities and countries are doing.
- Waiting to see if it happens before doing anything.

Audio starts at:
8:37

EXECUTIVE/CLOSED SESSION: None.

Audio starts at:
8:38

IV. ADJOURNMENT

At 8:38 p.m. the Meeting was adjourned by Deputy Mayor Carter with the common consent of the City Council.

Sadie A. Schaneman, CMC, City Clerk

Terry Carter, Deputy, Mayor

Items presented to Council at the February 6, 2024, Workshop: Copy of the WCIA Do's and Don'ts Presentation.

Note: Unless otherwise indicated, all documents submitted at City Council meetings and workshops are on file with the City Clerk. For detailed information on agenda items, please view the corresponding Agenda Packets, which are posted on the city website and on file with the City Clerk.

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

Department/Staff Contact: Prosecutor's Office / Dena Burke - Deputy City Attorney-Prosecutor	Meeting/Workshop Date: February 27, 2024	Agenda Bill Number: AB24-14
Agenda Item Type: Ordinance	Ordinance/Resolution Number: D24-14	Sponsor:

Agenda Subject: Ordinance Amending BLMC 6.04.

Full Title/Motion: An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending The Following Animals At Large Sections Of The Bonney Lake Municipal Code 6.04.190 Allowing Animal Services To Enforce The Code On Public As Well As Private Property; 6.04.230 Setting Guidelines For The Options Of Lowering Violation Fees; Providing For Severability And Corrections; And Establishing An Effective Date.

Administrative Recommendation: Approve.

Background Summary: When local cities contracted with Metro Animal Services, they sought to create more uniform respective city codes for licensing and keeping of potentially dangerous and dangerous dogs in 2020. In doing so, the Bonney Lake Municipal Code was amended such that the portion of the code that pertained to animals at large was restricted to only animals at large in certain public areas. As the Bonney Lake Municipal Code is currently written, only animals at large in public places are in violation. This is different from other cities that also contract with Metro Animal Services. The proposed amendment includes language that is the same or similar to the other cities and creates a more uniform code in the interest of community health, safety, and welfare. At the November 14 and December 12, 2023, Public Safety Committee Meeting, Councilmembers requested additional language be added to evince the legislative intent that the Prosecutor is encouraged to move for the Court to lower the fine owed in the interest of justice, such as, when it is an isolated incident for the animal/animal owner, the animal owner takes corrective action, an inquiry into the finances of the owner shows a hardship or inability to pay, or otherwise in the interests of justice. The recommended code change has been updated with this intent.

Attachments: Ordinance No.D24-14

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
				<input type="checkbox"/> General
				<input type="checkbox"/> Utilities
				<input type="checkbox"/> Other

Budget Explanation: No Direct Budget Impact.

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:	Public Safety Date: 13 February 2024	Approvals:	Yes	No
		Chair/Councilmember Angela Baldwin	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember Dan Roach	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember Kerri Hubler	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Forward to: Council Meeting	Consent Agenda:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Commission/Board Review:				
Hearing Examiner Review:				

COUNCIL ACTION

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 2/27/2024	Tabled to Date:

APPROVALS

Director: JPV	Mayor: Michael McCullough	Date Reviewed by City Attorney: (if applicable)
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ORDINANCE NO. D24-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING THE FOLLOWING ANIMALS AT LARGE SECTIONS OF THE BONNEY LAKE MUNICIPAL CODE 6.04.190 ALLOWING ANIMAL SERVICES TO ENFORCE THE CODE ON PUBLIC AS WELL AS PRIVATE PROPERTY; 6.04.230 SETTING GUIDELINES FOR THE OPTIONS OF LOWERING VIOLATION FEES; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to revise its code to more closely reflect that of other cities served by Metro Animal Services; and

WHEREAS, the current language of the code limits citing animals at large to only those animals that become at large in generally public places; and

WHEREAS, the City Council has determined that this ordinance is in the interest of community health, safety and welfare;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Section 6.04.190 of the Bonney Lake Municipal Code is hereby amended to read as follows:

6.04.190 General Violations.

It shall be a violation of this chapter for any person or the owner of any animal to:

- A. Permit any domesticated animal to become at large ~~whether licensed or not, in any park or on any public beach, pond, fountain, or stream therein, or upon any public playground or school ground~~; provided, however, that this section shall not prohibit a person from walking or exercising a licensed animal in a public park or on any public beach, where permitted, when such animal is on a leash, tether or chain not to exceed eight feet in length. This section shall not apply to designated off-leash areas or a service animal if a leash would interfere with the service animal's work or the nature of the owner's or keeper's disability prevents use of a leash;
- B. Permit any animal to be a nuisance;

- C. Fail to keep any female dog or cat in heat confined in a building or secure enclosure in such a manner that such female dog or cat cannot come into contact with another animal except for planned breeding;
- D. Fail to provide an animal with humane care and treatment and with sufficient and proper nutritional food for its species, sufficient water, proper shelter and protection from the weather, and veterinary care when needed to prevent suffering; and not amounting to animal cruelty under BLMC 6.04.140 or as defined in Chapter 16.52 RCW;
- E. Leave an animal unattended for more than 24 consecutive hours without adequate care;
- F. Abandon an animal;
- G. Use any trap for the purpose of seizing domestic animals, except that humane traps may be used as approved by the discretion of the animal control officer for the purpose of capturing abandoned, at large and sick animals.

Section 2. Section 6.04.230 of the Bonney Lake Municipal Code is hereby amended to read as follows:

6.04.230 Violations – Penalties.

- A. Unless otherwise specifically set forth herein, any person violating the provisions of this chapter shall be guilty of a misdemeanor, except those persons who permit animals to become at large (BLMC 6.04.190(A)), permit animals to be a nuisance (BLMC 6.04.010(P) and 6.04.190(B)), fail to keep animal in heat confined (BLMC 6.04.190(D)), fail to provide animal with humane care as defined in BLMC 6.04.190, or fail to have and provide rabies vaccination as defined in BLMC 6.04.250 have committed a Class 1 civil infraction pursuant to RCW 7.80.120.

Persons charged with infractions shall be processed by the municipal court in the same manner as persons charged with traffic infractions. Persons failing to appear for hearings for violations of this chapter shall be subject to the penalties set forth in BLMC 1.16.030. (Ord. 1642 § 1, 2020; Ord. 1352 § 1, 2010).

B. The Prosecutor is encouraged to lower the fine amount for Class 1 civil infractions under this Chapter as permitted under Washington State law when one or more of the following circumstances exists:

- 1. There is no history of a similar incident for the animal, animal owner, or person in control of the animal;

2. There is no history of the animal engaging in behavior that threatens the safety of humans or domestic animals. Examples of such behavior includes, but are not limited to, the following: menacingly approaching; charging; attacking; or, inflicting or attempting to inflict a bite.
3. The person owning or in control of the animal takes corrective measures to prevent the animal to become at large in the future;
4. The person owning or in control of the animal provides an affidavit or sworn testimony to the court regarding a hardship or inability to pay the fine amount; or,
5. Other circumstances determined to be in the interest of justice.

Section 3. Severability. If any section, sentence, clause, or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 4. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 5. Corrections. Upon the approval of the city attorney, the city clerk, and/or the code publisher is authorized to make any necessary technical corrections to this ordinance, including but not limited to the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 6. Effective Date. This Ordinance shall be effective thirty (30) days after adoption and publication as provided by law.

ADOPTED by the City Council of the City of Bonney Lake and attested by the City Clerk in authentication of such passage on this 27th day of February 2024.

APPROVED by the Mayor this 27th day of February 2024.

Michael McCullough, Mayor

AUTHENTICATED:

Sadie A. Schaneman, CMC, City Clerk

AB_____
Passed:
Valid:
Published:
Filed With The City Clerk:
Effective Date:
This Ordinance totals _____ page(s)

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

Department/Staff Contact: Prosecutor's Office / Dena Burke - Deputy City Attorney-Prosecutor	Meeting/Workshop Date: February 27, 2024	Agenda Bill Number: AB24-16
Agenda Item Type: Ordinance	Ordinance/Resolution Number: D24-16	Sponsor:

Agenda Subject: Ordinance Amending BLMC 10.33.

Full Title/Motion: An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Section 10.33.010 Of The Bonney Lake Municipal Code To Include Illegal Racing Conduct And Vehicle Impoundment And Forfeiture; Providing For Severability And Corrections; And Establishing An Effective Date.

Administrative Recommendation: Approve

Background Summary: Senate Bill 5606 added and amended sections of RCW 46.55 and RCW 46.61 related to street racing and impoundment and forfeiture of vehicles when the driver is arrested for street racing. Police can now impound vehicles when the driver is arrested for racing, even if no racing charge or conviction results from the incident. The vehicle may also be subject to forfeiture. Because of this update to state law regarding the impound and forfeiture of vehicles involved in racing, it is recommended to update the Bonney Lake Municipal Code Section 10.33.010 relating to vehicle impoundment. Additional changes from the law included adding drifting - intentional vehicle oversteering that causes traction law - is now within the definitoin of racing. Also, the crime of aiding or abeting racing is added and has the same penalties as racing.

Attachments: Ordinance No.D24-16.

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
				<input type="checkbox"/> General
				<input type="checkbox"/> Utilities
				<input type="checkbox"/> Other

Budget Explanation: No Direct Budget Impact.

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:	Public Safety	<i>Approvals:</i>	Yes	No
	Date: 13 February 2024	Chair/Councilmember	Angela Baldwin	<input checked="" type="checkbox"/> <input type="checkbox"/>
		Councilmember	Kerri Hubler	<input checked="" type="checkbox"/> <input type="checkbox"/>
		Councilmember	Dan Roach	<input checked="" type="checkbox"/> <input type="checkbox"/>
	Forward to: Council Meeting	Consent Agenda:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Commission/Board Review:

Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 2/27/2024	Tabled to Date:

APPROVALS

Director: JPV	Mayor: Michael McCullough	Date Reviewed by City Attorney: (if applicable)
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ORDINANCE NO. D24-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING SECTION 10.33.010 OF THE BONNEY LAKE MUNICIPAL CODE TO INCLUDE ILLEGAL RACING CONDUCT AND VEHICLE IMPOUNDMENT AND FORFEITURE; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to ensure safe streets free from dangerous street racing for Bonney Lake's citizens, community, and visitors; and

WHEREAS, Senate Bill 5606 created RCW 46.61.748, which permits the impoundment and potential forfeiture of vehicles used in street racing; and

WHEREAS, the City Council desires that law enforcement has all methods available to keep the community of Bonney Lake safe;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Section 10.33.010 of the Bonney Lake Municipal Code is hereby amended to read as follows:

10.33.010 Removal by police officer.

- A. Whenever the driver of a vehicle is arrested or cited for a violation of RCW 46.20.342, 46.20.345, 46.61.502, or 46.61.504, or illegal racing conduct under RCW 46.61.500 or 46.61.530 or a comparable municipal ordinance, which sections have been adopted as a part of the city's Model Traffic Ordinance pursuant to Chapter 308-330 WAC as adopted through Chapter 10.04 BLMC, or subsequent amendments thereto, the vehicle may be subject to summary impoundment at the direction of a police officer. Any officer directing an impoundment pursuant to this chapter shall issue a uniform written notice clearly denoting the agency's authorization to impound, the form of which shall be approved by the chief of police and may include a law enforcement notice of infraction or citation.
- B. If the vehicle was impounded because the driver was arrested for a violation of driving while license suspended (DWLS) in the third degree, as defined in RCW 46.20.342(1)(c), and the records of the Washington State Department of Licensing (DOL) show the driver has no prior convictions of RCW 46.20.342 or other similar local ordinance, the impounded vehicle may be released as soon as all requirements of BLMC 10.33.030 and 10.33.050(A) are met.

- C. If the vehicle was impounded because the driver was arrested for a violation of DWLS in the third degree, and the records of the DOL show that the driver has one or more prior convictions of a violation of RCW 46.20.342 or similar local ordinance within the past five years, the vehicle may be impounded for 30 days.
- D. If the vehicle was impounded because the driver was arrested for DWLS in the first or second degree, as defined in RCW 46.20.342(1)(a) or (1)(b), and the records of the DOL show that the driver has no prior convictions for a violation of RCW 46.20.342 or similar local ordinance within the past five years, the vehicle may be impounded for 30 days.
- E. If the vehicle was impounded because the driver was arrested for DWLS in the first or second degree, as defined in RCW 46.20.342(1)(a) or (1)(b), and the records of the DOL show that the driver has one prior conviction for a violation of RCW 46.20.342(1)(a) or (1)(b) or similar local ordinance within the past five years, the vehicle may be impounded for 60 days.
- F. If the vehicle was impounded because the driver was arrested for DWLS in the first or second degree, as defined in RCW 46.20.342(1)(a) or (1)(b), and the records of the DOL show that the driver has two or more prior convictions for a violation of RCW 46.20.342(1)(a) or (1)(b) or similar local ordinance within the past five years, the vehicle may be impounded for 90 days.
- G. When an arrest is made for a violation of RCW 46.20.342, if the vehicle is a commercial vehicle and the driver of the vehicle is not the owner of the vehicle, before the summary impoundment is directed, the police officer shall attempt in a reasonable and timely manner to contact the owner of the vehicle and may release the vehicle to the owner if the owner is reasonably available, as long as the owner was not in the vehicle at the time of the stop and arrest and the owner has not received a prior release under this subsection or under BLMC 10.33.050.
- H. If a vehicle driver is arrested for a violation of RCW 46.61.502 or 46.61.504, driving under the influence or having physical control of a vehicle while under the influence, as adopted by the Model Traffic Ordinance in WAC 308-330-307 through Chapter 10.04 BLMC, the vehicle shall be impounded, unless the vehicle is a commercial vehicle or farm vehicle as identified in subsection J of this section.
- I. A vehicle impounded pursuant to subsection H of this section may not be redeemed within a 12-hour period following the time the impounded vehicle arrives at the operator's storage facility, unless there are two or more registered owners of the vehicle or there is a legal owner of the vehicle that is not the driver of the vehicle. A registered owner or legal owner who was not

the driver of the vehicle at the time of arrest may redeem the impounded vehicle after it arrives at the facility. Any other party redeeming the vehicle may do so after the 12-hour period has elapsed and the party has complied with the requirements of BLMC 10.33.030 and 10.33.050(A). All other procedures for notice, redemption, storage, auction, and sale shall remain the same as for other impounded vehicles under this chapter.

- J. When an arrest is made for a violation of RCW 46.61.502 or 46.61.504, if the vehicle is a commercial vehicle and the driver of the vehicle is not the owner of the vehicle, before the summary impoundment is directed, the police officer shall attempt in a reasonable and timely manner to contact the owner of the vehicle and may release the vehicle to the owner if the owner is reasonably available, as long as the owner was not in the vehicle at the time of the stop and arrest.
- K. A police officer directing that a vehicle be impounded when the driver is arrested for a violation of RCW 46.61.502 or 46.61.504 may leave a vehicle after placing a completed impound order and inventory inside a vehicle and securing the vehicle by closing the windows and locking the doors if:
 - 1. The officer has waited 30 minutes after contacting a dispatcher to request an operator and the responding tow truck operator has not arrived; or
 - 2. The officer is presented with exigent circumstances, including being called to another incident or being required to return to patrol due to limited available resources.

The city and its officers shall not be liable for any damages to the vehicle or for any theft of the vehicle or its contents that occurs between the time the officer leaves the vehicle and the time that the tow truck operator takes custody of the vehicle.

- L. A rental car business or a motor vehicle dealer or lender with a perfected security interest may immediately redeem a vehicle it owns that has been impounded pursuant to this section by payment of the costs of removal, towing and storage. Upon such payment the vehicle will not be held for the period of impoundment stated in this section.

M. When the driver is arrested for illegal racing conduct under RCW 46.61.500 or 46.61.530 or a comparable municipal ordinance, the vehicle is subject to impoundment and forfeiture as set forth in RCW 46.55.113, 46.55.360, 46.55.370, and 46.61.748.

Section 2. Severability. If any section, sentence, clause, or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such

invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 3. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 4. Corrections. Upon the approval of the city attorney, the city clerk, and/or the code publisher is authorized to make any necessary technical corrections to this ordinance, including but not limited to the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 5. Effective Date. This Ordinance shall be effective thirty (30) days after adoption and publication as provided by law.

ADOPTED by the City Council of the City of Bonney Lake and attested by the City Clerk in authentication of such passage on this 27th day of February 2024.

APPROVED by the Mayor this 27th day of February 2024.

Michael McCullough, Mayor

AUTHENTICATED:

Sadie A. Schaneman, CMC, City Clerk

AB _____
Passed:
Valid:
Published:
Filed With The City Clerk:
Effective Date:
This Ordinance totals _____ page(s)

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

Department/Staff Contact: Prosecutor's Office / Dena Burke - Deputy City Attorney-Prosecutor	Meeting/Workshop Date: February 27, 2024	Agenda Bill Number: AB24-17
Agenda Item Type: Ordinance	Ordinance/Resolution Number: D24-17	Sponsor:

Agenda Subject: Ordinance Amending BLMC 14.130.

Full Title/Motion: An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Section 14.130.040 Of The Bonney Lake Municipal Code To Increasing The Severity Of Criminal Interference With Code Enforcement; Providing For Severability And Corrections; And Establishing An Effective Date.

Administrative Recommendation: Approve.

Background Summary: As the City creates a more robust Code Enforcement presence, we wish to ensure full protection of Code Enforcement Officers in the field. The proposed ordinance increases the crime of interfering or obstructing a Code Enforcement Officer from a misdemeanor to a gross misdemeanor. Increasing the penalty sends a message about the seriousness of the offense. This also provides the Prosecutor the ability to ask for increased jail time and fine. When a defendant is on probation and fails to comply with the requirements set forth, the Court will now have the ability to order an increased sanction, such as more jail time. The maximum penalty for a misdemeanor is 90 days in jail and a \$1,000 fine. The maximum penalty for a gross misdemeanor is 364 days in jail and a \$5,000 fine.

Attachments: Ordinance No.D24-17.

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
				<input type="checkbox"/> General
				<input type="checkbox"/> Utilities
				<input type="checkbox"/> Other

Budget Explanation: No Direct Budget Impact.

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:	Public Safety	<i>Approvals:</i>	Yes	No
	Date: 13 February 2024	Chair/Councilmember	Angela Baldwin	<input checked="" type="checkbox"/> <input type="checkbox"/>
		Councilmember	Kerri Hubler	<input checked="" type="checkbox"/> <input type="checkbox"/>
		Councilmember	Dan Roach	<input checked="" type="checkbox"/> <input type="checkbox"/>
	Forward to: Council Meeting	Consent Agenda:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Commission/Board Review:				
Hearing Examiner Review:				

COUNCIL ACTION

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 2/27/2024	Tabled to Date:

APPROVALS

Director: JPV	Mayor: Michael McCullough	Date Reviewed by City Attorney: (if applicable)
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ORDINANCE NO. D24-17

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING SECTION 14.130.040 OF THE BONNEY LAKE MUNICIPAL CODE TO INCREASING THE SEVERITY OF CRIMINAL INTERFERENCE WITH CODE ENFORCEMENT; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City's Code Enforcement Officers ensure the health, safety, and overall aesthetic of the City of Bonney Lake; and

WHEREAS, the City's Code Enforcement Officers frequently work in the field and engage with members of the public, a small number of whom are combative and interfere with the Code Enforcement Officers' performance of their work duties; and

WHEREAS, the City Council desires to demonstrate the importance of Code Enforcement duties and discourage, to the greatest extent possible, interference with Code Enforcement Officers as they perform their work duties;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Section 14.130.040 of the Bonney Lake Municipal Code is hereby amended to read as follows:

14.130.040 General provisions.

- A. In the event a conflict exists between the enforcement provisions of this chapter and the enforcement provisions of any international or uniform code, statute, or regulation that is adopted in the Bonney Lake Municipal Code and subject to the enforcement provisions of this chapter, the enforcement provisions of this chapter will prevail, unless the enforcement provisions of this chapter are preempted or specifically modified by said code, statute, or regulation.
- B. Responsibility for violations of the codes enforced under this chapter is joint and several, both as to duty to correct and to payment of monetary penalties and costs, and the city is not prohibited from taking action against a party where other persons may also be potentially responsible for a violation, nor is the city required to take action against all persons potentially responsible for a violation.

- C. In computing any period of time prescribed or allowed by this code, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, nor legal holiday.
- D. Any person who intentionally intimidates, obstructs, impedes, or interferes with any lawful attempt to serve a notice of violation, stop work order, or emergency order, or intentionally obstructs, impedes, or interferes with lawful attempts to correct a violation, shall be guilty of a gross misdemeanor.
- E. A violation does not become legal by lapse of time. The responsibility established in subsection F of this section runs with the land and shall be binding on all parties having or acquiring any right, title, interest, or any part thereof of the site, including the grantee, heirs, successors, and assigns. Every successive owner of the property or premises shall assume this duty and responsibility.
- F. Every property owner has a duty to: maintain property in a lawful manner and free of violations; exercise reasonable diligence to ensure that the property remains free of violations; and ensure that no other person can cause or contribute to a violation on the property. It is not a defense to this chapter that other persons may have caused or contributed to the violation.
- G. The city of Bonney Lake prioritizes code enforcement issues as listed below in descending order of priority:
 - 1. Enforcement of life, health, and safety violations;
 - 2. Stop work orders for nonpermitted activity;
 - 3. Violations within critical and shoreline areas;
 - 4. Monitoring and enforcement of permit and approval conditions;
 - 5. Other violations of the development code. (Ord. 1610 § 5, 2019).

Section 2. Severability. If any section, sentence, clause, or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 3. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 4. Corrections. Upon the approval of the city attorney, the city clerk, and/or the code publisher is authorized to make any necessary technical corrections to this ordinance, including but not limited to the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 5. Effective Date. This Ordinance shall be effective thirty (30) days after adoption and publication as provided by law.

ADOPTED by the City Council of the City of Bonney Lake and attested by the City Clerk in authentication of such passage on this 27th day of February 2024.

APPROVED by the Mayor this 27th day of February 2024.

AUTHENTICATED:

Michael McCullough, Mayor

Sadie A. Schaneman, CMC, City Clerk

AB _____ Passed: Valid: Published: Filed With The City Clerk: Effective Date: This Ordinance totals _____ page(s)

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

Department/Staff Contact: PD/Mark Berry	Meeting/Workshop Date: February 27, 2024	Agenda Bill Number: AB24-18
Agenda Item Type: Resolution	Ordinance/Resolution/ Motion Number: 3199	Sponsor:

Agenda Subject: Lateral Bonus Program.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Authorize a \$25,000 Hiring Bonus for Lateral Police Officers in 2024.

Administrative Recommendation: Approve.

Background Summary: Law Enforcement Agencies Throughout The Region Are Offering Lateral Hiring Bonuses For Lateral Candidates. This Will Bring BLPD Into Market Competition. A Lateral Hire Will Be Able To Work As A Solo Officer In 3 Months vs 12 Months. This Is An Equivalent Salary Savings Of \$360,000.

Attachments: Salary/Cost Savings Spreadsheet.

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure \$100,000	Budget Balance	Fund Source
				<input type="checkbox"/> General
				<input type="checkbox"/> Utilities
				<input type="checkbox"/> Other

Budget Explanation: There is a current overage of approximately \$140,000 in salary and benefit savings from vacant FTE's in the Police Department budget. A portion of these existing funds would be used to pay up to 4 lateral hiring bonuses in 2024.

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:	<i>Approvals:</i>	Yes	No
Date: 13 February 2024	Chair/Councilmember Angela Baldwin	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Councilmember Dan Roach	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Councilmember Kerri Hubler	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Forward to: Full Council	Consent <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	Agenda:		
Commission/Board Review:			
Hearing Examiner Review:			

COUNCIL ACTION

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 2/27/2024	Tabled to Date:

APPROVALS

Director: Mark Berry	Mayor: Michael McCullough	Date Reviewed by City Attorney: (if applicable)
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RESOLUTION NO. 3199

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, TO AUTHORIZE A \$25,000 HIRING BONUS FOR LATERAL POLICE OFFICERS IN 2024.

WHEREAS, The Bonney Lake Police Department has 4 current police officer vacancies; and

WHEREAS, The Bonney Lake Police Department has identified Lateral Hire Police Officers can be on patrol 9 months sooner than entry level police officers, creating lower response times to citizen calls, increase crime deterrence with additional patrols, and increase safety to Bonney Lake Police Officers from available back up units; and

WHEREAS, the current police department budget will support this program without requesting supplemental funds; and

WHEREAS, authorizing a hiring bonus in 2024 resulting in the hiring of 4 lateral police officers will save the city the equivalent of \$360,000;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The Bonney Lake Police Chief is authorized to use existing salary and benefit savings to implement a \$25,000 lateral hiring bonus for lateral police officers in 2024.

PASSED by the City Council this 27th day of February 2024.

Michael McCullough, Mayor

AUTHENTICATED:

Sadie A. Schaneman, CMC, City Clerk

		Average Monthly		
Month	Vacant Police Officer FTE's	Salary with Benefits	Salary Savings	
January 2024	4	\$10,000	\$40,000	
February 2024	4	\$10,000	\$40,000	
March 2024	2	\$10,000	\$20,000	
April 2024	4	\$10,000	\$40,000	
Total Salary/Benefits Savings			\$140,000	
Total FTE Cost Savings Expected				
Lateral Bonus	4	\$25,000	\$100,000	
Adjusted Salary/Benefit Savings After Lateral Bonus			\$40,000	
Hiring Classification	# of New Hires	Months in Training Cycle	Average Monthly Salary with Benefits	Training Cycle Cost
Entry Level	1	12	\$10,000	\$120,000
Lateral	1	3	\$10,000	\$30,000
Training Cycle Equivalent Savings Per Lateral Hire				\$90,000
Training Cycle Equivalent Savings for 4 Lateral Hires			4 @ \$90,000	\$360,000

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

Department/Staff Contact: HR/ Brian Sandler	Meeting/Workshop Date: February 27, 2024	Agenda Bill Number: AB24-19
Agenda Item Type: Motion	Ordinance/Resolution/Motion Number: M24-19	Sponsor:

Agenda Subject: Collective Bargaining Agreement With Police Guild, Non-Commissioned.

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Labor Agreement With The Police Guild Representing The Non-Commissioned Employees From January 1, 2024 Through December 31, 2026.

Administrative Recommendation: Approve.

Background Summary: Since January 25, 2024, the City's negotiation team (Brian Sandler, Leslie Harris, Chief Mark Berry) have been negotiating a successor agreement that expired on December 31, 2023. The City and Guild reached a Tentative Agreement on February 15th and the Guild membership voted to ratify the agreement on February 16, 2024. The term of the new agreement runs through December 31, 2026.

Attachments: 2024 - 2026 Guild, Non-Sworn Redline Version Collective Bargaining Agreement.

BUDGET INFORMATION

Budget Amount
N/A

Current Balance

Required Expenditure

Budget Balance

Fund Source

- ☐ General
☐ Utilities
☐ Other

Budget Explanation:

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:

Date:

Approvals:

Chair/Councilmember

Councilmember

Councilmember

Yes No

☐ ☐

☐ ☐

☐ ☐

Forward to:

Consent Agenda: ☐ Yes ☐ No

Commission/Board Review:

Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s):

Public Hearing Date(s):

Meeting Date(s): 2/27/2024

Tabled to Date:

APPROVALS

Director:

Brian Sandler

Mayor:

Michael McCullough

Date Reviewed

by City Attorney:
(if applicable)



AGREEMENT
BY AND BETWEEN
CITY OF BONNEY LAKE
AND
BONNEY LAKE POLICE GUILD
REPRESENTING THE LAW ENFORCEMENT (SUPPORT)
JANUARY 1, 202~~4~~¹ THROUGH DECEMBER 31, 202~~6~~³

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

(REPRESENTING THE LAW ENFORCEMENT SUPPORT EMPLOYEES)

JANUARY 1, 202~~4~~ THROUGH DECEMBER 31, 202~~6~~3

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

JANUARY 1, 202~~4~~³ THROUGH DECEMBER 31, 202~~6~~³

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 recognizes the Guild as the exclusive bargaining representative for all full-time and regular part-time support employees in the Bonney Lake Police Department (listed in Appendix A), excluding fully commissioned officers, supervisors, confidential employees, and all other employees of the employer. Benefits for regular part-time employees shall be prorated. Regular part-time employees are employees working twenty (20) hours or more per week.

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

- 1.2 Temporary and provisional employees, as defined in the City's Civil Service Rules, are not covered by this Agreement unless otherwise adjudicated under WAC 391-35-350. 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 full-time or regular part-time member of the bargaining unit.
- 1.4 Part-time permanent employees performing evidence, property, CSO and/or crime analyst work are members of the Guild. These employees shall accrue pro-rated paid leaves (sick, holiday, vacation); shall not receive Article 17 benefits, except as required by statute, and shall only be eligible for overtime after working forty (40) hours in a 7-day work week.

ARTICLE 2.....GUILD MEMBERSHIP

- 2.1 GUILD MEMBERSHIP — The City shall notify the Guild in in writing within twenty (20) calendar days of the hiring of a new employee. The notification shall provide the Guild with the name, starting pay step, and classification of the new employee.

2.2 ~~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).~~

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

ARTICLE 3.....ENTIRE AGREEMENT

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

ARTICLE 4.....MANAGEMENT RIGHTS

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

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

ARTICLE 5.....GRIEVANCE PROCEDURE

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

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

employee or Guild representative within fifteen (15) calendar days of receipt of the grievance.

5.1.2 STEP TWO — Within fifteen (15) calendar days of receiving Step One written response from the Chief of Police or their 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 their designee. The Mayor or the Mayor's designated representative may, request a meeting as soon as possible, but in no event may the meeting occur later than twenty (20) calendar days after the Mayor or designated representative's receipt of the request for the purpose of discussing the grievance. If a meeting between the Mayor or their designee and the Guild occurs, the Mayor or their designee shall render a written decision about the grievance within fifteen (15) calendar days. If a meeting does not occur, the Mayor or their designee shall render a written decision about the grievance within ten (10) calendar days following receipt of the grievance.

5.1.3 STEP THREE — If there is no resolution of the matter at step two, either the Guild or the City may submit the matter to arbitration within twenty (20) calendar days following the completion of Step Two. Employees have no right to independently pursue a grievance to arbitration.

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

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

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

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

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

ARTICLE 6.....NON-DISCRIMINATION

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- 6.1 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.
- 6.2 The City is an equal opportunity employer, and shall not discriminate on the basis of race, religion~~us~~, creed, color, national origin, ancestry, age, sex (including pregnancy), marital status, sexual orientation, genetic information, military/veteran status, or disability status, and/or any other protected class or characteristic consistent with state and federal laws unless based on a bona fide occupational qualification.

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 and except for employees serving an initial probationary period who are discharged. Written reprimands may be grieved only to Step Two of the grievance procedure (appeal to Mayor or designee), not Step Three (arbitration); if a written reprimand is timely grieved in accordance with the terms of the grievance procedure, the merits of the grievance may later be challenged if the written reprimand is relied upon to support a higher step of progressive discipline.

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

- 7.3 INVESTIGATIVE INTERVIEWS/GARRITY/ADMINISTRATIVE LEAVE – The employee will be required

to cooperate with any investigation conducted by the Employer or a member agency. During any investigation into a non-criminal matter, the employee will be required to answer any questions asked that reasonably relate to 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/agency operations, to limit disruptions within the workplace, or to protect the integrity of the investigation. Employees on paid administrative leave must remain available during their normal hours of work. Paid administrative leave, consistent with the foregoing, is not discipline and is not subject to the grievance procedure.

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

- a. If an employee is considered a suspect, at a reasonable time in advance of the investigative interview, the suspect employee shall be informed in writing, with a copy to the Guild, of the nature of the investigation; the specific allegations related thereto; and the policies, procedures and/or laws that form the basis for the investigation; and shall be advised that an opportunity to consult with a Guild representative and/or legal representative will be afforded prior to the interview.
- b. The requirements of Section 7.4.a of this Section 7.4 shall not apply if (1) the suspect employee is under investigation for violations that are punishable as felonies or misdemeanors under law, or (2) in the discretion of the Chief or their 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.

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

7.5 NOTICE AND OPPORTUNITY TO RESPOND — Upon reaching the conclusion that just cause exists to discipline an employee with a reassignment, or a suspension without pay, or a demotion, or discharge, the Chief of Police or their 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;

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- b. The directives, policies, procedures, work rules, regulations or other order of the City that allegedly was violated and how these were violated;
 - c. What disciplinary action is being considered.
 - d. Copies of previous documented disciplinary actions identified in Section 7.2.1 above.

7.5.1 EMPLOYEE'S RESPONSE — The affected employee and the Guild shall have the opportunity to respond to the allegation(s) or charge(s) orally or in writing, normally within forty-eight (48) hours of receiving the information and materials provided by the City in Section 7.5 above, provided the Guild may request a reasonable extension of time to respond, which request will not be unreasonably denied by the Police Chief or their designee.

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

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

7.6 USE OF DEADLY FORCE SITUATIONS — An employee using deadly force while exercising authority as a ~~Police Officer 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. An employee using deadly force shall be afforded seventy-two (72) hours before giving a statement.

ARTICLE 8.....BULLETIN BOARDS

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

ARTICLE 9.....GUILD OFFICIAL TIME OFF

9.1 GUILD OFFICIALS TIME OFF — Guild officials who are employees in the bargaining unit (officer, executive board member, or member of the negotiating team), shall be granted reasonable time off to conduct guild business provided: (1) the number of employees

allowed time off for negotiations shall be limited to three (3), otherwise the number of employees allowed time off at any one time shall be limited to 2 (two); and the Guild officials may conduct Guild business during their shift, provided it does not interfere with the necessary operations of the department. Guild business includes grievance-related meetings and hearings, negotiations, discipline-related meetings and hearings, and other labor-management meetings with the City.

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

ARTICLE 10.....INSPECTION PRIVILEGES

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

ARTICLE 11.....SICK LEAVE

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

11.2 PAYOFF — Payoff for employee hired before full ratification of the 2021-2023 contract 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 (after completion of five (5) years of service)	25%
Disability, death or DRS-eligible retirement	100%

11.2.1 Sick Leave Payoff For Employees Hired after full ratification of 2021-2023 contract.

Resignation or layoff (after completion of five (5) years of service*)	25%
Disability or death	100%
DRS Eligible Retirement	100% of first 360 hours 50% of the remaining hours up to the total of 720

Those employees hired after ratification of the 2021-2023 contract who have accumulated seven hundred twenty (720) hours of sick leave in their sick leave bank in December of

each year may sell back up to thirty (30) hours of sick leave each year. Payment of the sick leave sell back shall be made on the second paycheck in January.

To qualify for sick leave payoff at resignation or layoff, an employee must have five (5) years of completed service with the City, otherwise, unused sick leave is forfeited.

11.3 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.

11.4 NOTIFICATION — An employee on sick leave shall notify the Chief or their 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 their designee, the employee shall file a health care practitioner's statement with the Chief confirming that the employee was not fit for duty during the time in question.

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

11.4.3 WORKERS' COMPENSATION BENEFITS — The Employer provides Workers' Compensation benefits, or comparable benefits administered through a self-insurance program, based on the minimum requirements of Washington law.

Upon suffering a temporary on-the-job injury qualifying for Workers' Compensation 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 benefits with paid leave.

~~To restore paid leave balances and/or properly reconcile Workers' Compensation benefits owed to an employee, the Employer may require an employee to furnish proof of Workers' Compensation time-loss payments and/or endorse time-loss checks (or make similar reimbursement) to the Employer. When employees are out on leave due to a work-related injury and receiving payment from L&I, Payroll will deduct the L&I check amount from each regular paycheck so that the paycheck is made whole. The employee shall not receive more than 100% of their regular paycheck together with the L&I check.~~

When employees are out on leave due to a work-related injury and receiving time-loss compensation payment from L&I, the employee can make a selection on the appropriate form to the HR division within seven (7) business days with their option on how to be compensated. If the employee does not submit the form within the deadline, the default option below will be initiated. HR will provide notice to the

effected employee of alternative available options, which they may elect in writing.

Default: Submit the L&I check to Payroll and Payroll will return the hours used from employee's sick leave bank. (Example: employee makes \$20/hr. and receives an L&I check for \$1500. Employee would receive 1500/20 = 75 hours back.)

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

- 11.5 LIGHT DUTY – If available, to help facilitate a return-to-work, the Employer has the discretion to offer a light duty assignment to an employee on Workers' Compensation leave. Light duty assignments shall normally be limited to ninety (90) calendar days, unless extended at the discretion of the Employer.
- 11.6 PAID FAMILY AND MEDICAL INSURANCE BENEFITS – Beginning January 1, 2019, with benefits effective January 1, 2020, and onward, eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits are established by state law and therefore independent of this Agreement. Benefits for this program are funded by both Employer and employee payroll deductions, with payroll deductions for eligible employees based on the default maximum percentages listed in RCW 50A.04.115.
- 11.7 FAMILY LEAVE — The Employer shall comply with the state and federal Family Leave Acts as presently set forth or hereinafter amended.

ARTICLE 12.....BEREAVEMENT LEAVE

- 12.1 BEREAVEMENT LEAVE — In the event of the death of one of the employee's immediate family, up to four (4) shifts bereavement leave shall be granted. Additional leave time, which will be charged as sick, vacation, or to compensatory time balances previously earned, at the employee's discretion, may be granted at the discretion of the Chief or their 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, (including stepparents), siblings, spouse, spouse equivalent, child (including stepchild, foster child or legally adopted child), mother-in-law and father-in-law brother-in-law, sister-in-law, son-in-law and daughter-in-law or grandparents of the employee, or someone who has an expectation to rely on the employee for care, whether living with the employee or not.

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 eighty four (184) hours' vacation. Employees that enter a leave without pay status for three (3) days or more during a pay period shall accrue vacation hours on a pro-rata basis.

- 13.2 Employees may accumulate a maximum of two hundred forty (240) hours vacation. Any vacation accrued up to the pay period ending December 15th of the current calendar year, but not taken or scheduled to be taken by December 31, in excess of two hundred forty (240) hours shall be paid to the employee at 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. Otherwise, such vacation shall be forfeited. Vacation accrued during the pay period ending December 31st of the current calendar year and not eligible for use until the following calendar year is not subject to this forfeiture.
- 13.3 Any employee separated from service with the City for any reason shall be paid for their accrued vacation pay at the time of separation.
- 13.4 The employee shall choose vacation time in order of classification seniority. Where an employee chooses to split vacation into two (2) or more periods, no second or third choice may be made until all other employees have made their first selection or second selection respectively. The Employer will post a department vacation roster on or about February 15th, and will reserve the right to make final changes or modifications depending on bona fide operational requirements.

ARTICLE 14.....HOLIDAYS

- 14.1 All employees employed with the City on January 1st shall receive a bank of ~~six-seven~~ (76) shifts of in-lieu-of holiday time on the pay check posting January 7th 22nd and another bank of six (6) shifts of in-lieu-of holiday time on the pay check posting July 7th 22nd; provided, however, that Records Clerks shall observe holidays in accordance with the holiday schedule for City Hall employees and shall therefore be paid straight time for hours worked on days that are not observed holidays for City Hall employees. An employee hired after January 1st shall accrue in-lieu-of holiday time on a monthly pro-rata basis until July 7th 22nd at which time they will receive a bank of six (6) shifts of in-lieu-of holiday time. Any employee hired after the pay check posting July 7th 22nd shall accrue in-lieu-of holiday time on a monthly pro-rata basis until January 7th 22nd at which time they will receive a bank of six (6) shifts of in-lieu-of holiday time.

The official holidays observed by the Records Clerk include:

- New Year's Day (First Day of January)
- Martin Luther King Day (Third Monday in January)
- Presidents Day (Third Monday in February)

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- Memorial Day (Last Monday in May)
 - Juneteenth (June 19th)
 - Independence Day (July 4th)
 - Labor Day (First Monday in September)
 - Veteran's Day (November 11th)
 - Thanksgiving Day (Fourth Thursday in November)
 - Friday Following Thanksgiving Day
 - Christmas Eve Day (December 24th)
 - Christmas Day (December 25th)

- 14.2 Scheduling of holiday time shall be done on a classification seniority basis provided that time off requests are submitted at least one (1) month before each shift change for the upcoming schedule. Any time off requests submitted less than one (1) month before each shift change shall be done on a first come, first serve basis. If a supervisor receives two (2) or more requests for time off at the same time, then resolution of the conflicting time off shall be based on classification seniority.
- 14.3 In-lieu-of holiday time shall be used during the calendar year in which it is accrued. If the use of in-lieu-of holiday time has been denied during the calendar year it was accrued, the amount of in-lieu-of holiday time denied during the calendar year it was accrued shall be paid to the employee at their current regular straight time rate of pay on the check posted January 7th, PROVIDED; that written denied shifts of in-lieu-of holiday time is unable to be scheduled prior to January 31.
- 14.4 If an employee uses more in-lieu of holiday pay then he or she has accumulated during the calendar year and there is a separation of employment either voluntarily or involuntarily, then the employee will reimburse the City at their time of separation through their vacation, sick leave, or wages earned. Should an employee not have enough accrued leave or wages earned to reimburse the City, the employee must make arrangements to pay reimburse the City prior to the final paycheck being issued. Upon separation of employment either voluntarily or involuntarily, an employee shall be paid for all unused banked in-lieu-of holiday time for only those holidays that would have already occurred during the calendar year at the employee's current regular rate of pay.
- 14.5 In addition, Community Service Officers (CSOs) shall receive one and one-half (½) times their regular straight time hourly rate of pay for all hours worked on Labor Day, Memorial Day, and Independence Day, when the Holiday falls on the normal work day of a CSO. When a CSO not regularly scheduled to work on a recognized holiday (Labor Day, Memorial Day, Independence Day, Thanksgiving, Christmas and New Year's Day) is required to work mandatory overtime on the holiday, or is called out to duty on the holiday, their holiday overtime rate of pay shall be two (2) times their regular rate of pay for all hours worked on the holiday, including hours worked outside of a regular shift that occur on a holiday.

CSOs may flex their schedule to work another day during the holiday week, rather than use time from a leave bank. If an employee does not flex their work schedule during the

holiday week, they will be required to use time from the leave bank of their choice of vacation, holiday or compensatory time for the observed holiday.

- 14.6 UNPAID RELIGIOUS HOLIDAYS – Pursuant to RCW 1.16.050(3), an employee is entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. Leave will be provided in accordance with Washington law and the City's personnel policies. In the event the City's personnel policies conflict with Washington law, then the minimum requirements of the law shall apply.

ARTICLE 15.....WAGES

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

15.3 DIRECT DEPOSIT - Direct Deposit shall be mandatory for all staff. The City shall provide a workstation in each location so employees may review and print their paystubs on work time. The City shall provide training on accessing their paystubs electronically and direct deposit options.

ARTICLE 16.....UNIFORMS & EQUIPMENT

- 16.1 UNIFORMS — Upon employment, the Employer shall provide a new probationary employee with all clothing and uniforms as may be required by the Police Chief.
- 16.2 The Employer shall provide each employee all uniforms and equipment required by changes or additions as required by the Police Chief.
- 16.3 The City shall provide the following sum for the purchase of items authorized by the Police Chief:

~~\$550 to each records clerk for 2021 only. The City shall provide clothing with the department logo for records clerks in subsequent years~~

- \$1,330 annually to each Community Service Officer.
- \$550 annually to each Police Records Clerk.

- 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 each (non-probationary) Community Service Officer and Records Clerk for the purchase of items required by the Police Chief. The amounts listed herein shall be distributed to each employee via a separate check not associated with regular payroll, subject to taxable withholdings required by law. ~~(For 2021, the new uniform allowance for GSOs will be reduced by uniform allowance previously paid and amount will be paid with total retroactive check).~~

16.3.2 Part-Time (permanent or regular) employees performing the duties of Community Service Officer will receive 50% uniform allowance.

16.4 Any uniform or equipment item authorized by the Police Chief which becomes damaged in the line of duty through no fault of the employee shall be replaced by the City and not charged against the employee's clothing allowance.

16.5 Upon termination for any reason, the employee shall return all clothing, uniforms, and equipment issued and authorized by the Police Chief.

ARTICLE 17.....HEALTH AND WELFARE

17.1 MEDICAL — The Employer agrees, as set forth in succeeding sections. These contributions shall be made on behalf of eligible employees covered by this Agreement. Eligible employees will be covered the first of the month following date of hire and will cease the last day of the month in which the employee is no longer considered an eligible employee or terminates employment. An eligible employee is one that is expected to work at least thirty (30) or more hours per week. Prorated benefits shall be provided to regular part time employees (expected to work thirty (30) thirty-nine to (39) hours per week), through a City-sponsored health care plan, based upon the dollar equivalent of the Guild's health plan. The Employer agrees to make contributions, as set forth in succeeding sections. These contributions shall be made on behalf of every full time employee covered by this Agreement on the first of the month following date of hire and benefits for employees that leave the City will end on the last day of the month in which the employee leaves service. Prorated benefits shall be provided to regular part time employees, through a City-sponsored health care plan, based upon the dollar equivalent of the Guild's health plan.

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

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

17.3.1 HEALTH & WELFARE — Effective the first available enrollment period following execution of this Agreement by the parties, the Employer shall provide benefits identified as LEOFF Plan F. As an alternative, subject to any participation/enrollment requirements imposed by the LEOFF Trust or AWC, employees may enroll in AWC Kaiser \$200.

17.3.2 DENTAL - The Employer shall provide dental benefits, with additional orthodontia coverage, identified as Plan D-8 with the United Employees Benefit Trust. Effective as soon as possible after ratification.

17.3.3 VISION — For employees who select LEOFF Trust Plan F, the Employer shall provide vision benefits through LEOFF Plan F, which is bundled with Plan F. For employees

who select AWC Kaiser \$200, the Employer shall provide vision benefits through Vision Service Plan (VSP) No-Deductible and pay 100% of the premiums.

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

17.3.5 LIFE INSURANCE – The Employer will provide life insurance to each covered employee in the amount of fifty thousand (\$50,000) dollars.

17.4 Premium sharing for LEOFF Trust Plan F: the City shall pay ninety-five percent (95%) of the medical premiums per month for the employee and eligible spouse/dependents, and the employee shall pay five percent (5%) of the medical premiums per month for the employee, an eligible spouse, and up to two (2) dependents, with no additional charge for more than two (2) dependents. This premium cost-sharing arrangement shall apply without any cap on annual premium increases. ~~(to start 9/1/2021)~~.

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

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

17.6 VEBA

The City established a Voluntary Employees Beneficiary Association (VEBA) Plan to reimburse out-of-pocket medical care costs, as defined by the IRS, for eligible employees and their dependents. The City and the Employee will **not** be contributing to the members' VEBA on a regular basis. Instead, contributions on behalf of each eligible employee shall be based on the following selected funding sources/formulas:

Eligible Sick and Vacation Leave Contributions upon retirement or separation from service. Eligibility is limited to employees who retire or separate from service with eligible leave cash-out rights during the term hereof. Employer contributions for anyone separating in 2024 shall include 100% available and eligible cash-out value of all eligible unused leave days sick and vacation accrued and eligible for cash-out upon per the negotiated agreement. The eligibility of the sick leave cash out is described in the Collective Bargaining Agreement. The bargaining unit shall elect annually whether all or a percentage of eligible sick and vacation leave cash outs shall be cashed out to pay or VEBA and provide their preference via email to Human Resources by December 31st of each year to be effective for the following year.

ARTICLE 18.....HOURS OF WORK AND OVERTIME

18.1 WORK PERIOD — The regular work period for all employees in the bargaining unit shall be forty (40) hours within a consecutive seven (7) day work period, commencing at 8:00 a.m. Monday through 7:59 a.m. the following Monday, unless otherwise specified by the Employer.

18.1.1 WORK SCHEDULE — The work schedule for CSOs shall consist of four (4) consecutive ten (10) hour days on duty, followed by three (3) consecutive days off duty. Subject to the notice requirements of Article 18.1.2 (seven (7) calendar days), the Police Chief reserves the right to assign an alternate work schedule for CSOs when operational needs, assignments, special duties, training, vacations, or sick leave preclude the use of the regular work schedule.

The work schedule for full-time Records Clerks shall be consistent with the Employer's regular business hours, normally Monday through Friday, 8:30 a.m. to 5:00 p.m., and consistent with five (5) consecutive eight (8) hour days, excluding an unpaid thirty (30) minute meal period. The Police Chief has the discretion to authorize employees to work an alternate work schedule (e.g., 9-80's, other starting and ending times) based on the business/operational needs of the Employer and/or the interests of the employee. The work schedule for part-time employees shall be set by the Employer, based on the business/operational needs of the Employer. Changes to part-time work schedules shall comply with the notice requirements of Article 18.1.2 (seven (7) calendar days).

18.1.2 Temporary Work Schedule Change: For purposes of this section, a "temporary work schedule change" shall mean a temporary adjustment to an employee's regularly scheduled work-days and days off. An overtime assignment is not considered a "temporary work schedule change" and nothing in this section precludes the Employer from assigning overtime work.

Absent mutual agreement with the affected employee, the Employer shall provide any employee subject to a temporary work schedule change with seven (7) calendar days' notice. The day that notification is given is considered the first day of notice. Should this notice not be provided, the employee shall work the new temporary work schedule, however, the employee shall receive one and one-half (1 ½) times the employee's regular straight time hourly rate for all hours worked falling outside of the employee's regular work schedule upon which the required notice was not provided. The notice period and overtime premium provided by this section shall not apply if an employee requests a temporary work schedule or is assigned a temporary work schedule as a reasonable accommodation or light-duty assignment.

Example #1: An employee is regularly scheduled to work a 4/10 schedule, Monday through Thursday, with Friday, Saturday, and Sunday off. On Saturday, the employee is given notice of a temporary work schedule change effective that week. The employee will now temporarily work a 4/10 schedule, Tuesday through Friday, with Saturday, Sunday, and Monday off. The employee will take that Monday off. Because seven (7) days' notice was not provided, the employee will work Friday,

which is normally a day off, but will be paid one and one-half (1 ½) times the employee's regular straight time hourly rate for all hours worked on Friday.

Example #2: An employee is regularly scheduled to work a 4/10 schedule, Monday through Thursday, with Friday, Saturday, and Sunday off. Based on a last-minute exigency, the employee is assigned to work Friday instead of taking the day off. No additional adjustments are made to the employee's schedule. This is not a "temporary work schedule change," and the employee will be paid overtime only as provided elsewhere in this Article.

18.1.3 Permanent Work Schedule Change: Absent an emergency or mutual agreement with the affected employees, the Employer shall notify the Guild, in writing, not less than thirty (30) calendar days of any permanent work schedule change (i.e. 4/40 vs. 5 on, 2 off). Absent an emergency or mutual agreement, any permanent change shall not be implemented until the Employer has met and conferred with the Guild regarding said change, and the parties have bargained in good faith to either a mutual resolution or implementation following impasse under Washington law.

18.1.4 Overtime for all employees in the bargaining unit shall be paid for hours worked beyond forty (40) in a work period, or in any day an employee is subject to a shift extension per Article 18.1.6, 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. Employees who work a part-time schedule are not eligible for overtime or compensatory time off unless they exceed forty (40) hours in a work week.

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

18.1.6 Shift Extensions – Shift extensions beyond an employee's regularly scheduled workday are paid at the employee's overtime rate of pay or in compensatory time off.

18.2 OFF-DUTY CALLOUT — CSOs called out to cover a partial CSO shift, or prior to their scheduled CSO shift, or for investigative purposes, shall receive three (3) hours minimum pay at the employee's overtime rate of pay or in compensatory time off. If an employee is called in early prior to their scheduled shift, the employee shall still work their entire scheduled shift. CSOs subject to off-duty callout do not qualify for "shift bump" pay provided in Article 18.1.2.

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

18.3 Any employee who works and submits for overtime payment while performing the duties

outlined in a federal/state grant or a Memorandum of Understanding (MOU) from an external agency shall follow the guidelines and requirements of the federal/state grant or the MOU. In the event any terms of the federal/state grant or the MOU conflict with any of the policies stated in Article 18, then the terms of the federal/state grant or MOU shall apply.

- 18.4 Court Appearances – Any employee subpoenaed for a court appearance shall receive three (3) hours minimum pay at the employee's overtime rate of pay or in compensatory time off. For telephonic court hearings, including administrative DOL hearings, employees not on duty who are required to attend the telephonic hearing shall be paid one (1) hour at the employee's overtime rate of pay or in compensatory time off, plus overtime or compensatory time off for actual time spent beyond one (1) hour.
- 18.5 Department-Wide/Quarterly Squad Meetings – Department-wide or quarterly squad meetings, where employees are required to attend while not on duty, will be paid at employees' overtime rates of pay or in compensatory time off.
- 18.6 COMPENSATORY TIME — Compensatory time up to eighty (80) hours at the applicable rate may be accrued at the employee's discretion. Requests to use accrued compensatory time will be scheduled within a reasonable time after the request is submitted, provided the time off will not unduly disrupt the operations of the Department.
- 18.6.1 Once an employee has reached the compensatory time accrual maximum of eighty (80) hours, all additional overtime hours worked will be paid at the applicable overtime rate of pay.

ARTICLE 19.....OUT OF CLASS PAY

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

ARTICLE 20.....PREMIUMS

- 20.1 EDUCATIONAL PREMIUM — An educational premium of two and one half percent (2.5%) of the employee's base monthly wage shall be paid to those employees who have achieved an AA/AS Degree (a two-year degree in a job related field). Employees who have achieved a BA/BS Degree (a four-year degree in a job related field) shall receive five (5.0%) percent of the employee's base monthly wage.
- 20.2 FIELD TRAINING OFFICER PREMIUM - Officers certified and assigned as FTOs shall receive a five percent (5%) premium while actively training recruits in any of the three training phases

of the program. The premium shall be paid only for those shifts when there is a recruit in training. The premium is subject to reassignment if the primary FTO becomes unavailable for one (1) week or longer. In addition, a secondary officer may be assigned as a substitute, or to assist the regular FTO, with recruit training. The secondary officer shall receive seventy-five dollars (\$75.00) for each shift spent in a secondary role.

Officers assigned as FTOs to monitor recruits from their date of hire through their probation period shall receive a two and a half percent (2.5%) premium. The premium shall be paid only for those months (paid in full calendar month increments) when at least one (1) recruit is being monitored.

The FTO premium provided by this section applies only to the training of Community Service Officers (CSOs).

20.3 ~~SERVICE BASED MERIT PAY~~ LONGEVITY PAY

20.3.1 (CSOs) – Community Service Officers (CSOs) ~~who obtain an overall satisfactory performance rating in the past two (2) annual evaluations, and have not received economic discipline in the past twenty four (24) months~~ will receive the following premium:

- ~~_____~~ 10 years of completed service and beyond – 3% increase to base pay
- 15 years of completed service and beyond – additional 3% increase to base pay for a total of 6%

20.3.21 ~~_____~~ CSOs hired with previous (“lateral”) law enforcement experience shall not have their previous experience credited when calculating eligibility for Longevity ~~Service Based Merit~~ Pay.

~~20.3.2 SERVICE BASED MERIT PAY APPLICATION (CSOs) – CSOs who believe they are eligible for Service Based Merit Pay must submit a departmentally approved Service Based Merit Pay Application to the Police Chief or their designee. The Police Chief or designee shall review the employee file and respond in writing (formal memo or electronic) indicating acceptance or denial of the application within seven (7) calendar days of receipt of the application. If the application is approved, the employee will receive the step requested on the next appropriate pay period. If the City fails to complete an annual evaluation, the employee may request a performance evaluation review to be completed within thirty (30) calendar days of received request. Failure to submit an application for Service Based Merit Pay in a timely manner will not result in retroactive pay for the employee.~~

20.4 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.

20.5 Records Clerks Longevity Leave - As a recognition for years of service, employees shall be credited with additional “Longevity Leave” at the following tiers, which are not cumulative and subject to the following conditions:

- 1) For employees who have worked for more than 10 years (As of January 1st each year) 8 hours of longevity leave will be provided.
- 2) For employees who have worked for the city for more than 15 years (as of January 1st each year) 16 hours of longevity leave will be provided.
- 3) For employees who have worked for the city for more than 20 years (as of January 1st each year) 24 hours of longevity leave will be provided.
- 4) For employees who have worked for the city for more than 25 years (as of January 1st each year) 32 hours of longevity leave will be provided.

Longevity leave will not be prorated. Longevity leave will not be carried over (banked) and must be used by Dec 31st of each calendar year. Longevity leave will not be cashed out for any reason. Longevity leave will not be construed as hours worked for calculation of overtime consistent with Article 18, Section 18.1.5.

ARTICLE 21.....SAVINGS CLAUSE

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

ARTICLE 22.....PURGING OF DISCIPLINE

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

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

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

Suspensions: Records of a suspension shall be excluded from consideration for purposes of progressive discipline after forty-eight (48) months without reoccurrence of the same or similar conduct giving rise to the suspension. Should there be a reoccurrence, the time period shall reset. Provided, however, that any suspension based on workplace violence, sexual harassment, discrimination, or theft shall permanently remain in effect for purposes of progressive discipline.

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

ARTICLE 23.....SAFETY

23.1 The Employer shall comply with the Washington State Safety and Health Act. - This does require the Employer to provide body armor, if required by the job classification, and does require the Employer to replace or repair safety items according to manufacturers' recommendations.

ARTICLE 24.....LAYOFF

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

ARTICLE 25.....DEFERRED COMPENSATION

25.1 The Employer shall match up to one hundred and fifty dollars (\$150.00) per month for regular full-time employees to the employee's MissionSquare 457 deferred compensation plan. ~~who have completed their initial probation period and elect to make monthly contributions. 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. (Effective first pay period following ratification)~~

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

26.1 This Agreement, effective January 1, 202~~4~~¹, shall remain in full force and effect until December 31, 202~~6~~³.

DATED this _____ day of _____, 202~~3~~¹.

CITY OF BONNEY LAKE

~~Neil Johnson~~Michael McCullough, Mayor

~~Bryan Jeter~~Mark Berry, Chief of Police

BONNEY LAKE POLICE GUILD

~~Ron Sasaki~~Brian VanSickle, President

~~Marcus Koehn~~Todd Green, Vice President
(Sworn)

Kristine Yanez, Vice President (Support)

APPENDIX A
TO THE
AGREEMENT
BY AND BETWEEN
CITY OF BONNEY LAKE, WASHINGTON
AND
BONNEY LAKE POLICE GUILD
(REPRESENTING THE LAW ENFORCEMENT SUPPORT EMPLOYEES)
JANUARY 1, 202~~4~~1 THROUGH DECEMBER 31, 202~~6~~3

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

For the Police Records classifications, a five percent (5.0%) wage increase shall be made as a market adjustment effective on ratification of this agreement.

For the Community Service Officers classifications, a one percent (1.0%) wage increase shall be made as a market adjustment effective on ratification of this agreement.

- A.1 Effective and retroactive to January 1, 202~~4~~1, the monthly rates of pay for employees covered by this Agreement shall be increased by ~~7%~~3%. In addition, Records Clerks will receive a Market Adjustment of 3% for 2021.

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	4490 <u>533</u> <u>5</u>	4753 <u>5647</u>	4875 <u>5793</u>	5055 <u>600</u> <u>7</u>	5205 <u>618</u> <u>5</u>	5346 <u>635</u> <u>2</u>
Community Service Officer	5425 <u>630</u> <u>9</u>	5591 <u>6502</u>	5766 <u>6706</u>	5944 <u>691</u> <u>2</u>	6129 <u>712</u> <u>7</u>	6317 <u>734</u> <u>6</u>

- A.2 Effective January 1, 202~~5~~2, the monthly rates of pay for employees covered by this Agreement shall increase by ~~4%~~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	4624 <u>554</u> <u>8</u>	4895 <u>5873</u>	5021 <u>6024</u>	5207 <u>624</u> <u>7</u>	5361 <u>643</u> <u>2</u>	5506 <u>660</u> <u>6</u>

Community Service Officer	6562558 8	57596763	59396974	6122718 9	6312741 2	6506764 0
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A.3 Effective January 1, 202~~63~~, the monthly rates of pay for employees covered by this Agreement shall increase by ~~3%~~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	4763571 4	50426049	51726205	5363643 4	5522662 5	5671680 4
Community Service Officer	5755675 9	59316965	61177183	6306740 4	6502763 4	6702786 9