

COLLECTIVE BARGAINING AGREEMENT

by and between

THE CITY OF SUMNER

and the

THE SUMNER POLICE GUILD
Representing Special Commissioned and
Non-Commissioned Employees

January 1, 2015, through December 31, 2017

Table of Contents

ARTICLE I - RECOGNITION	2
ARTICLE II - GUILD MEMBERSHIP	2
ARTICLE III - NONDISCRIMINATION	3
ARTICLE IV - MANAGEMENT RIGHTS	3
ARTICLE V - UNIFORMS, EQUIPMENT AND CLEANING	4
ARTICLE VI - VACATION AND HOLIDAYS	5
ARTICLE VII - BEREAVEMENT LEAVE	7
ARTICLE VIII - SICK LEAVE	8
ARTICLE IX - FEDERAL AND STATE LEAVES	8
ARTICLE X - HOURS OF WORK, SALARY AND OVERTIME	8
ARTICLE XI - INCENTIVE AND PREMIUM PAY	12
ARTICLE XII - INSURANCE	12
ARTICLE XIII - DISCIPLINE AND DISCHARGE	14
ARTICLE XIV - GRIEVANCE PROCEDURE	18
ARTICLE XV - WORK STOPPAGES	19
ARTICLE XVI - PROBATION AND THE PROVISIONS	19
ARTICLE XVII - LAYOFFS	20
ARTICLE XVIII - PREVAILING RIGHTS	20
ARTICLE XIX - SAVINGS CLAUSE	20
ARTICLE XX - SENIORITY	20
ARTICLE XXI - DURATION	21
APPENDIX "A"—WAGES	22
APPENDIX "B"—EMPLOYEE RIGHTS	26

**AGREEMENT
BY AND BETWEEN
THE CITY OF SUMNER
AND
THE SUMNER POLICE GUILD
Representing Non-Commissioned Officers**

THIS AGREEMENT made and entered into this ___ day of _____ 2015, by and between the City of Sumner, hereinafter referred to as the "City" and the Sumner Police Guild, hereinafter referred to as the "Guild."

ARTICLE I - RECOGNITION

1.1 The City recognizes the Guild as the exclusive bargaining representative for all employees designated by the classifications set forth in Appendix "A" exclusive of the Confidential Administrative Assistant, Deputy Police Chief, Lieutenant, Police Chief, and other exempt positions.

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 a newly created classification in the Guild.

ARTICLE II - GUILD MEMBERSHIP

2.1 Only members in good standing in the Guild shall be retained as employees in bargaining unit positions. For purposes of this section, members in good standing shall be defined as employee members of the Guild who tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Guild.

2.2 All new employees covered by this Agreement shall become members of the Guild within thirty (30) days from their initial date of hire as a condition of continued employment. Provided, the right of non-association is safeguarded as stated by RCW 41.56.122 and other controlling State or Federal law. Any such employee shall pay to the Guild each month an amount of money equal to the percentage of regular dues attributable to collective bargaining activities, as described in Section 2.6

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

2.4 Upon the written authorization of an employee, and with the approval of the Guild, the City shall deduct from the wages of each employee the uniform dues, initiation fees and assessments required for membership in the Guild, as provided to the City, in writing, by

the Guild from time to time. The City shall transmit each month said moneys to the Guild, along with the names of each employee whose dues are transmitted.

2.5 The Guild shall hold the City harmless for any claims filed by an employee for reasons arising out of dues deductions.

2.6 Any employee who is a member of the bargaining unit and has not joined the Guild within thirty (30) days of becoming a member of the bargaining unit shall have deducted from his/her pay by the City as a condition of employment a monthly service fee in the amount of monthly dues to the Guild. This service fee shall be segregated by the Guild and used on a pro rata basis solely to defray the cost for its services in negotiating and administering this Agreement. A service fee deduction for an employee may be made only if the accrued earnings of the employee are sufficient to cover the service fee after all other authorized payroll deductions for the employee have been made. The Guild shall assume the liability for all check-off matters beyond the City's responsibility to make deductions in accordance with this Article.

2.7 The address of the Guild is: P.O. Box 1473, Sumner, Washington 98390. From time to time and as necessary, the Guild shall provide written notification to the City of the names of the Guild Executive Board members.

ARTICLE III - NONDISCRIMINATION

3.1 The Guild and the City agree not to discriminate because of race, color, creed, sex, age, marital status, national origin, sexual orientation including Gender Identity, HIV/AIDS and Hepatitis C Status, disability (unless unable to perform the essential functions of the job), or Guild membership, in accordance with State and Federal laws regarding discrimination.

ARTICLE IV - MANAGEMENT RIGHTS

4.1 Subject to the requirements of RCW 41.56 et seq., the Guild recognizes the prerogative of the City to direct the workforce and to operate and manage its affairs in all respects in accordance with its responsibilities and authority. Provided nothing in this Agreement shall be deemed to waive the Guild's right to bargain any decision or change in any condition that constitutes a mandatory subject of bargaining or has a mandatory impact as defined by Washington law.

Subject to the terms of this Agreement, it is understood and agreed that the City possesses the sole right to operate the Police Department and Metro Animal Services, regardless of the frequency or infrequency of such exercise. It is also negotiated that such rights include, but are not limited to the following:

- a. To determine the Department's mission, policies, and set forth all standards of service offered to the public.
- b. To plan, direct, control and determine the operations or services to be conducted by

employees of the Police Department.

- c. To utilize personnel, methods, and means in the most appropriate and efficient manner possible.
- d. To manage and direct the employees of the Police Department.
- e. To hire, promote, transfer, train, evaluate performance, and retain employees in positions of the Police Department.
- f. To establish work rules and rules of conduct.
- g. To suspend, demote, discharge, or take other appropriate disciplinary action against employees, for just cause, when warranted.
- h. To determine the size and composition of the work force and to lay off employees in the event of lack of work or funding pursuant to Article 17.
- i. To regulate or change shifts, work days, hours of work, work week, work locations, and assign all work duties, provided nothing in this right would be deemed to waive the Guild's right to bargain any decision or change that constitutes a mandatory subject of bargaining or has a mandatory impact as defined by Washington law.

The City and the Guild agree that the above statement of management rights is for illustrative purposes and is not to be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the City or to the Guild.

All matters not specifically treated by the language of this Agreement may be administered for its duration by the City in accordance with such policy and procedure as the City may determine, but does not preclude the Guild from seeking review of the exercise of these rights in a particular case in discussion with the City or the Chief of Police.

ARTICLE V - UNIFORMS, EQUIPMENT AND CLEANING

5.1 The City shall provide funds in the annual budget for the required uniforms and equipment and the replacement thereof. All issued uniform and equipment items are the property of the City and shall be returned to the City upon request.

5.2 The City agrees to pay up to one-hundred dollars (\$100.00) towards replacement costs of any personal property lost, damaged or destroyed in the line of duty. Provided that the City shall not be required to replace personal property lost, damaged or destroyed due to the employee's gross negligence.

5.3 **Uniform Maintenance** The City agrees to contract out for cleaning of uniforms for those employees required to wear uniforms. Employees will be allowed to drop off and pick

up uniforms while on duty.

ARTICLE VI - VACATION AND HOLIDAYS

6.1 Employees of the Sumner Police Department, shall be entitled to annual vacations as follows:

<u>Years of Service</u>	<u>Vacation Leave</u>
1 year	12 days
2 years	13 days
3 years	14 days
4 years	15 days
5 years	16 days
6 years	17 days
7 years	18 days
8 years	19 days
9 years	20 days
10 years	21 days
11 years	22 days
12 years	23 days

- a. Guild members, other than probationary employees, may sell the City up to a total of 100 hours of vacation leave per calendar year. The minimum sell-back for any member shall be 50 hours per occurrence and the member must maintain at least 40 hours of vacation in reserve. In order to receive the vacation sell-back, a member must submit a written request for vacation sell-back to the City at least thirty (30) days prior to payment of the sell-back amount to the employee.

- b. November 1st to November 15th of each year, each employee who wishes to bid vacation leave beginning with January 1st through December 31st of the following year will be permitted to do so by means of a vacation sign-up roster.

The sign-up roster will be posted on or before November 1st of each year for employees who would like to bid vacation leave. Employees will have until November 15th to sign up for their bid vacation leave.

Whenever practical, and consistent with the needs of the City and the availability of vacation relief coverage, employees shall have the right to make selections and take vacation leave times. Selection will be facilitated by the vacation sign-up roster and by seniority. Bargaining unit seniority shall determine the order in which vacation leave is bid. Seniority vacation bids will be done in "blocks." A "block" is defined as at least the normal length of an employee's regularly scheduled work week. Bargaining unit employee's shall participate in two (2) vacation bid cycles which shall establish the employee's primary and secondary block vacations. The City has the

right to specify and periodically adjust minimum staffing requirements and the maximum number of employees allowed off on vacation leave at the same time to ensure adequate staff coverage. The City will not deny or rescind a vacation request for other than a legitimate operational need. Seniority shall prevail in the event of conflict between employees over the choice of vacation dates. The City will allow employees with the conflict to attempt to resolve the issue themselves prior to imposing the right of seniority. An employee's first vacation bid takes precedence over a more senior member's second vacation bid.

After the vacation list is established (i.e. posted prior to January 1st of each year) all other vacation leave time requests made by employees shall be considered on a first-come, first-served basis, until the next November 1st sign-up period. The City shall provide written approval or written disapproval of all written requests for vacation leave time within fourteen (14) calendar days, and whenever practical, will endeavor to grant requests for vacation leave, especially those deemed to be of emergency nature.

- c. An employee known to be starting pre-approved time off at the end of their current work shift shall not be held over for more than four (4) hours at the conclusion of the employee's current work shift.
- d. Beginning in 2015, vacation leave may only be accumulated to a maximum of 552 hours per employee covered by this Agreement. The employee's vacation leave bank must be at or below 552 hours by December 31st of each year.

In consideration for implementing the accrual cap, the City will buy back up to an additional 200 hours of vacation leave from employees that begin 2015 with over 700 hours of accrued vacation. The buy back can be in the form of cash or deferred compensation contribution.

6.2 Holidays: The following days shall be recognized and observed as paid holidays:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Day before Christmas	December 24
Christmas Day	December 25

At the beginning of each year Guild members covered under this agreement shall receive 88 hours of holiday leave (11 holidays at 8 hours each). Holiday leave must be used by the end of the calendar year. Unused leave will be forfeited to the City. An employee may request a three month extension to use the holiday time, provided that the extension is needed due to a planned event (upcoming vacation, long term medical leave or retirement).

Employees hired after January 1st will receive a pro-rated amount of holiday leave based on the remaining number of holidays left in the calendar year.

Employees who separate will have their holiday leave prorated based on the number of holidays that have already occurred in the calendar year.

Examples:

Employee A separates from employment June 30th. Prior to June 30th he has already used 40 hours of holiday time. January 1-June 30th there were only four holidays (32 hours). The overage (8 hours) would be deducted from the employee's vacation bank prior to separation pay out. If the employee doesn't have adequate vacation hours it would be deducted from the final paycheck's regular hours (to make the city whole). The overage would be reported the Department of Retirement Services in the period it was earned.

Employee B separates from employment June 30th. Prior to June 30th he has only used 8 hours of holiday time. January 1-June 30th there were four holidays (32 hours). The shortage (24 hours) would be added to the separation pay out and would be reportable as wages to the Department of Retirement Services.

6.3 Floating Holiday Each employee shall receive a floating holiday (8 hours), January 1st of each year. Employees starting after the first of the year shall receive a floating holiday upon hire. The floating holiday shall be denoted in a separate leave bank. The floating holiday must be used by the end of the calendar year. Unused floating holiday time will be forfeited to the City. Upon separation the floating holiday shall not be paid out.

ARTICLE VII - BEREAVEMENT LEAVE

7.1 All Guild employees of the Sumner Police Department who suffer a death in their immediate family shall be compensated for and given up to three (3) days off with full pay as Bereavement Leave and up to five (5) days off if the death occurs out of state and the employee travels out of state. Immediate family shall be defined as spouse, son, daughter, step-son, step-daughter, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchildren, grandparents on both sides, step parents, aunt, uncle or any relative residing in the employee's immediate household.

ARTICLE VIII - SICK LEAVE

8.1 Sick leave for each regular Guild member of the Sumner Police Department shall be earned at the rate of eight (8) hours per month. Sick leave may be accumulated to a maximum of 960 hours.

8.2 Unused Sick Leave All regular Guild employees of the Sumner Police Department shall be compensated in cash, at their base rate of pay, for any unused accumulation of sick leave up to 720 hours when they are permanently separated from employment in accordance with the following:

Resignation / Termination	25%
Lay-Off	50%
Retirement	100%
Disability Retirement	100%
Death	100%

8.3 An employee injured on the job will be provided a light-duty assignment when released to perform light duty by the employee's health care provider and when there are light-duty assignments available in the Police Department, as reasonably determined by the Chief of Police.

8.4 Sick leave donations shall be in accordance with City policy.

ARTICLE IX - FEDERAL AND STATE LEAVES

9.1 Leaves Provided by Applicable Statute. The Employer will provide employees with family and medical leave, pregnancy disability leave, military leave and other paid and unpaid leave required by state and federal law, including:

- a. Family and Medical Leave (29 U.S.C. 2601 et seq., and RCW 49.78);
- b. Family Care Act Leave (RCW 49.12.265);
- c. Pregnancy Disability Leave (RCW 49.60);
- d. Leave for Victims of Domestic Violence, Sexual Assault and Stalking (RCW 49.76);
- e. Leave for Spouses of Deployed Military Personnel (RCW 49.77);
- f. Leave for Certain Emergency Services Personnel (RCW 49.12.460);

Leave eligibility, benefits and requirements will be determined by applicable law and will be administered according to the Employer's policy.

ARTICLE X - HOURS OF WORK, SALARY AND OVERTIME

10.1 The Chief of Police or designee shall post a thirty (30) day department work schedule no later than fifteen (15) days prior to the effective date of that work schedule.

10.1.2 Hours of Work Current shift schedules may be modified by memorandum of understanding by mutual agreement of the Guild and the Police Chief. All shifts shall be consecutive hours i.e. no split shifts other than for department wide training unless the split shift is agreed to by the employee and the supervisor. Employees shall be entitled to eight-hours off between shifts.

10.1.3 Work Period The work period for employees working an alternative work schedule shall be based on 80 hours in a 14 day period.

10.2 Base salaries shall be paid to the members of the Guild in accordance with the salary schedule attached hereto and designated as Appendix "A." Additional rates of pay are set forth below.

10.2.1 Overtime Overtime pay shall consist of pay at the rate of one and one half (1 ½) times the regular rate of pay as defined by the Fair Labor Standards Act, 29 USC Sec 201 et seq. The use of vacation, holiday, sick leave and compensatory time shall, for the purposes of overtime calculation, constitute hours worked. All accumulated overtime pay shall be paid in the period accrued.

10.2.2 Holiday Pay Holiday pay shall be paid to any Guild member for all hours actually worked on holidays recognized and observed by the City except for the floating holiday. The floating holiday will be paid at the regular rate of pay, including applicable premium pay(s). Holiday pay is an additional ½ of the employee's regular rate of pay. For example, if an employee's regular rate of pay, including any applicable premium pay(s), is \$10 per hour, their holiday pay for actual hours worked on the holiday will be \$15 per hour.

When Guild members work overtime on a recognized holiday, their holiday overtime rate of pay shall be two and one-quarter (2 1/4) times their regular rate of pay. For example, if an employee's regular rate of pay, including any applicable premium pay, is \$10 per hour, their holiday overtime pay for actual hours worked on the holiday will be \$22.50 per hour.

If a Guild member works an extra-duty or off-duty assignment on a recognized holiday, the standard overtime rate of one and one-half (1 ½) times the regular rate of pay shall apply. This includes grant funded traffic emphasis assignments and extra-duty for private entities.

The City at its sole discretion will determine staffing on holidays. The affected employee's schedule may be adjusted to prevent working on a holiday, or the employee may use accrued holiday or vacation leave.

10.2.3 Shift Adjustment Pay Any time a member's normally scheduled shift is

adjusted with less than seven (7) days' notice for other than court attendance, they shall be paid an additional ½ of the employee's regular hourly rate of pay for all hours worked outside their normally scheduled shift. If the member works less than three hours outside of their normally scheduled shift they shall receive a minimum of three hours of shift adjustment pay. A shift adjustment is not a "callback".

10.2.4 Shift Extension A shift extension is time worked by an employee contiguous to the beginning or end of a regularly scheduled shift. It differs from a shift adjustment because the employee works their entire scheduled shift in addition to the extension. Shift extensions shall be compensated at the applicable overtime rate for the actual hours worked in addition to the regular shift.

10.2.5 Callback A callback is a recall to duty of an employee after the employee has completed their regularly scheduled shift and the employee has stopped working and departed the premises, or when the employee is on days off or paid leave of absence. All callbacks are subject to a three (3) hour minimum and shall be compensated at the applicable overtime rate.

10.2.6 Approved Leave Callback An approved leave callback is a recall to duty of an employee for any reason once leave has been approved and the affected employee has incurred expenses in planning for the same. Approved leave includes: vacation, bereavement leave or compensatory time off, including regularly scheduled days off, immediately preceding or following the same. Hours worked during the approved leave period shall be compensated at twice the hourly rate upon reporting for duty, and the affected employee shall be reimbursed for round trip transportation costs involved in returning for duty or any other non-refundable expenses incurred. Reimbursement for travel shall be made on the same basis as the original mode of transportation. If applicable, mileage shall be paid at the approved City rate. Vacation approval or other leave requests shall not unreasonably be withheld to frustrate the intent of this section. Employees shall be credited with the number of vacation hours lost. Employee will confirm the callback with the City prior to making any travel arrangements for a return trip.

10.2.7 Court Attendance Any time a member is required to appear for Court for reason arising out of his/her employment with the City, outside of his/her regular shift, the member shall receive a minimum of at least two (2) hours at the applicable overtime rate. Court attendance is not considered a callback.

The employee shall contact by phone or email the prosecuting attorney responsible for issuing the subpoena their last day of work prior to the court date to determine if attendance is still required. If the court date is

scheduled more than 24 hours from the date the officer contacts the prosecuting attorney, support staff or a supervisor will continue to contact the prosecuting attorney and will call the officers by phone if there are any changes. Officers are responsible for checking their phones for messages prior to reporting to court. Employees appearing on cancelled or continued court appearances without attempting to confirm attendance as outlined above will not be eligible for minimum court callback pay, unless the cancellation or continuation was received on the actual court date.

When waiting to testify in Sumner Municipal Court, an officer may be assigned other Police duties to perform unless involved in Court-related duties, but only until the officer is released by the Court or the officer's court appearance is canceled.

10.3 Compensatory Time Upon mutual agreement of the City and Employee, compensatory time off may be accrued instead of overtime payments. Employees shall be permitted to accumulate up to fifty (50) hours of compensatory time. At any time and at the employee's option, unused compensatory time may be sold back to the city at the employee's regular rate of pay. Compensatory time must be used by the end of the calendar year. Unused compensatory time will be paid out at the applicable wage. An employee may request a three month extension to use the compensatory time, provided that the extension is needed due to a planned event (upcoming vacation or long term medical leave).

10.3.1 Compensatory Time Requests Employees with accumulated compensatory time may request such time off by providing a written request to their supervisor at least 72 hours in advance of the requested time off. The City will not unreasonably deny such requests as long as proper notice has been received and the city is able to provide adequate staffing without mandating an employee to fill the shift or other similar undue hardship. Once approved, compensatory time off will not be cancelled except in case of exigent circumstances.

10.4 Training Time Training is any pre-approved educational course, conference, seminar, briefing, convention, or other functions of similar nature (excluding the Animal Control Officer's Academy) that is intended to improve, maintain, or upgrade the employee's certifications, skills, or professional abilities. The City may adjust an employee's regularly scheduled shift for educational purposes, including associated travel time, to avoid the payment of overtime or shift adjustment pay. If the training, including travel time, exceeds the employee's adjusted work week, then the employee shall receive either their applicable overtime rate or compensatory time off. Travel time shall be from the Sumner Police Department to the training location and the time it takes to return to the police department.

ARTICLE XI - INCENTIVE AND PREMIUM PAY

All incentive and premium pays are calculated off the base salary. There is no pyramiding of incentive and premium pays.

11.1 Tuition Reimbursement Tuition reimbursements shall be in accordance with current City policy.

11.2 Educational Incentive AA, ATA, AS Degree or equivalent college credits (from an accredited college or university) --2.5% of monthly pay, Bachelor's Degree -- 5.0% of monthly pay.

Prior to receiving educational incentive pay, the employee shall arrange to have a sealed certified transcript(s) from their accredited college(s) or university(ies) delivered to the City's Human Resources Director.

11.3 Out of Classification Pay

11.3.1 Acting-In-Capacity (AIC) An employee assigned to AIC for one hundred sixty (160) consecutive hours or more shall be compensated at the Supervisors base salary plus applicable premium or incentive pay(s) effective the date of assignment.

11.3.2 Work-Out-of-Class (WOOC) An employee shall be designated as a WOOC Supervisor in the absence of a Supervisor for three (3) or more full duty shifts (not including a Supervisors regularly scheduled days off).

Only one (1) employee shall be assigned as the WOOC Supervisor and the WOOC Supervisor shall be assigned by seniority on the shift. The intent of this language is to have the same employee on a shift acting as the WOOC Supervisor for the duration of the assignment. When serving as a WOOC Supervisor, an employee shall receive \$3.25 per hour additional compensation.

ARTICLE XII - INSURANCE

12.1 Medical Coverage

12.1.1 2015 The City agrees to maintain AWC HealthFirst plan for employees and family. The City shall seek the approval of the Guild if a change of carrier is proposed. The Guild shall not unreasonably withhold such consent if all coverage is equal. Effective the signing of this CBA, the employees shall contribute \$30.00 per month for their spouse and an

additional \$10.00 per month per dependent (up to a maximum of two) towards premiums of the current plan. There shall be no increase in the medical contributions in 2012. The City agrees to pay \$500 for out-of-pocket expense to an employee or any eligible dependent for any inpatient hospitalization during the term of this Agreement.

12.1.2 2016-2017 The employee may elect one of the following choices (choice is an annual decision made during open enrollment the previous year).

- a. **AWC High Deductible Plan (H.D.P.) with Health Savings Account (H.S.A.):** The City will pay for 100% of the premium for the H.D.P for the employee and eligible dependents. The H.S.A. will be funded at the following levels:

Insured	Contribution:
Employee Only	\$2,500
Employee and Child	\$5,000
Employee and Child x 2 or more	\$5,500
Employee and Spouse	\$5,000
Employee, Spouse and Child	\$5,500
Employee, Spouse and Child x 2 or more	\$5,500

In January of each year the City will deposit 100% of the annual allotted amount into the employee’s H.S.A. Employees hired mid-year (during 2016 or 2017) will receive a prorated amount into an H.S.A. based on the number of full months remaining in the year. Employees may contribute additional money to their Health Savings Account, up to the maximum allowed under federal law.

Administrative fees associated with the H.S.A. will be paid by the City. Upon separation the employee owns the H.S.A. and will be required to pay any ongoing administrative fees.

- 1. **Health Savings Account Ineligibility/Choice:** If the employee is ineligible for a Health Savings Account or the employee chooses not to have a H.S.A., the City will provide an equal contribution to the employee’s deferred compensation account.

- b. **AWC HealthFirst Plan:** The employee is responsible for 100% of the premium difference between the HealthFirst plan and the H.D.P. premium + H.S.A. contribution amount.

Monthly example:

HealthFirst Premium	\$2000
H.D.P. Premium	- \$1000
H.S.A. Contribution	- \$500
Employee Share	\$500

For this option to be available the City must have at least five (5) participants enrolled in the HealthFirst Plan.

12.1.3 Medical Reopener: Both parties agree to reopen contract negotiations to discuss healthcare coverage if any of the following happen:

- a. AWC High Deductible Plan redesign that affects the co-insurance rate (currently 80% for preferred providers for most services), deductible amounts or out of pocket maximum amounts.
- b. If AWC offers another High Deductible Plan.
- c. A reduction of the IRS maximum allowable contribution amount to a Health Savings Account (H.S.A.).
- d. If the City elects not to move the non-represented employees to the AWC High Deductible Plan on or before January 1, 2016.

12.2 Dental & Vision Coverage Dental, and vision insurance programs shall be provided to full-time employees and their eligible dependents. Dental and vision premiums shall be paid one hundred percent (100%) by the City. The City agrees to provide Plan F Washington Dental to full-time employees and their eligible dependents during the term of this Agreement.

12.3 Life Insurance The City shall provide a life insurance policy in the amount of \$50,000 for all Guild employees covered by this agreement.

Guild employees may purchase additional life insurance through payroll deductions.

ARTICLE XIII - DISCIPLINE AND DISCHARGE

13.1 Discipline and discharge shall be only for just cause.

13.2 In the administration of discipline, the provisions of the Police Department Policy and Procedure Manual shall apply unless contrary to or inconsistent with expressed language in this Agreement.

13.2.1 Disciplinary Actions Formal disciplinary action shall include only the following:

- a. Verbal Reprimand
- b. Written Reprimand

- c. Suspension Without Pay
- d. Demotion
- e. Discharge

Disciplinary action will normally be progressive in nature, but the level of discipline administered may depend upon the seriousness of the offense. Informal discipline includes, but is not limited to counseling, verbal warnings, letters of instruction, and work improvement plans that are not part of annual performance evaluations. Informal disciplinary action is not subject to the grievance process. If the informal discipline is reduced to writing, the employee may provide a written rebuttal. Informal discipline will not be included in the employee's personnel file.

13.2.2 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.

If the City has reason to discipline an employee, the City shall do so privately and in a manner that will not embarrass the employee before other employees or the public.

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

13.3 Notice and Opportunity to Respond Upon reaching the conclusion that probable cause exists to discipline an employee with a written reprimand, or a suspension without pay, or a demotion, or discharge, the Chief of Police or his designee shall provide the employee and the Guild with the following prior to the administration of discipline:

- a. The nature of the allegation(s) or charge(s) against the employee;
- b. A copy of the complaint against the employee;
- c. A copy of all materials a part of or related to the investigation upon which the allegation(s) or charge(s) are based;
- d. The directives, policies, procedures, work rules, regulations or other order of the City that allegedly was violated;
- e. What disciplinary action is being considered?

13.3.1 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 seven (7) days of receiving the information and materials provided by the City in Section 13.3 above and to do so prior to the Pre-Disciplinary meeting.

13.3.2. Pre-Disciplinary Meeting a formal opportunity to respond to the allegation(s) or charge(s) shall occur at a Pre-Disciplinary meeting conducted and presided over by the Chief of Police or his designee, who shall have the authority to impose or to recommend the proposed disciplinary action. Reasonable advance notice of this meeting, its time and place shall be given the employee and the Guild. This meeting shall be informal. The employee shall be given full 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.

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

13.4 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 suspension without pay, demotion, or discharge for that employee, shall be conducted under the following conditions and procedures:

- a. The suspect employee shall be informed, in writing; at a reasonable time in advance of the interview whether or not the City believes the employee is a suspect in the investigation, with a copy of the notice to the Guild.
- b. 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 will be afforded prior to the interview.
- c. The requirements of Sections 13.4.a and 13.4.b of this Section shall not apply if (1) the suspect employee is under investigation for violations that are punishable as felonies or misdemeanors under law, or (2) notices to the suspect employee would jeopardize the administrative investigation.
- d. After a complainant has been interviewed regarding an action or inaction of a suspect employee and the City deems further investigation is necessary, the suspect employee shall be provided a copy of the complaint as soon as practical, with a copy forwarded to the Guild. The Guild agrees not to use the complaint to interfere with, manipulate or obstruct the investigation.
- e. 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.
- f. To the extent reasonably possible, all interviews under this Section shall take place at Police Department facilities.
 - g. 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 hour's payment shall be made to the employee.
 - h. 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.
 - i. The employee shall not be subject to abusive or offensive language or to coercion, nor shall interrogators make promises of rewards or threats of harm as inducements to answer questions.
 - j. During an interview, the employee shall be entitled to such reasonable intermissions as the employee may request for personal physical necessities.
 - k. 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.
 - l. If the Police Department tape records the interview, a copy of the complete tape recorded interview of the suspect employee, noting the length of all recess periods, shall be furnished the employee upon the suspect employee's written request. If the interviewed suspect employee is subsequently charged with misconduct, the City shall provide a complimentary copy of any tapes to the Guild on behalf of the employee.
 - m. Interviews and Internal Affairs investigations shall be concluded without unreasonable delays.
 - n. 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.

ARTICLE XIV - GRIEVANCE PROCEDURE

14.1 For the purpose of this Agreement, the term "grievance" shall be considered to be a member or Guild complaint concerning:

- a. Any disciplinary action, except for a verbal reprimand, and except for employees serving an initial probationary period who are discharged.
- b. Any matter relating to the interpretation and application of this Agreement.
- c. Any act or condition with reference to wages, hours or working conditions which the Guild or any represented member of the Sumner Police Department believes to be unfair or improper or in violation of any term of the Agreement.

Step 1:

- a. Any alleged grievance shall be taken up with the member's immediate supervisor within 15-calendar days of its alleged occurrence or within 15 calendar days of when the member first had knowledge of the alleged grievance. The parties agree to make every effort to settle the grievance promptly at this level.
- b. In the event the grievance is unresolved, the Guild and member shall determine whether to appeal the grievance through the Civil Service Commission or process the grievance to Step 2 of the grievance procedure contained herein within five (5) calendar days of the meeting with the member's immediate supervisor. This selection remedy shall prohibit the employee from later choosing and proceeding with the other remedy. Should the member choose to file an appeal with the Civil Service Commission, the Guild and the employee shall provide the City with written notice of such election.

Step 2:

Should a member choose to apply the following procedure, the grievance shall be reduced to written form by the aggrieved member or the Guild stating the section of the Agreement violated and explaining the grievance in detail and remedy sought. The member and/or the Guild representative shall present the written grievance to the Chief of Police who will conduct a meeting with the member and the Guild within five (5) working days of receipt of the written grievance. The Chief of Police shall make a decision on the matter in writing within 15 calendar days from such meeting, and the Chief shall deliver such decision to the member and the Guild.

Step 3:

Any grievance remaining unresolved after the decision has been rendered in Step 2 shall be transmitted to the Mayor and/or his/her designee in writing whereupon he/she may conduct a meeting with the involved parties within 15 calendar days of the receipt of

the written grievance. The Mayor and/or his/her designee shall render a decision within 15 working days of such meeting.

Step 4:

If, after Step 3 above, the grievance remains unresolved, the Guild shall notify the City of their intent to submit the matter to a neutral arbitrator for final, binding resolution. Each party shall bear the costs of presenting their case. The Arbitrators' fee shall be paid by the losing party as determined by the arbitrator. If the parties are unable to select a mutually agreeable arbitrator within five (5) working days of receipt of the Guild's written notice to the City to seek arbitration of the grievance, the Guild shall request, PERC to provide a list of seven (7) arbitrators with offices in Washington and Oregon from which the parties shall alternatively strike names. The order of striking shall be determined by coin toss.

14.2 Time limits referred to in this Article must be strictly adhered to, but may be waived by mutual agreement in writing. It is the intent of the parties that all procedures set forth herein shall be complied with as expeditiously as practicable. Should the City fail to comply within the time allowed by this Article, the grievance will be automatically advanced to the next step.

ARTICLE XV - WORK STOPPAGES

15.1 The City and the Guild agree that the public interest requires efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Guild or employees shall not cause or condone any work stoppage, including any strike or slowdown. Any concerted action by any member in the bargaining unit shall be deemed a work stoppage if any of the above activities has occurred.

ARTICLE XVI - PROBATION AND THE PROVISIONS

16.1 All new employees shall serve a probationary period of one year and shall have no seniority rights during this period, but shall be subject to all other clauses of this Agreement. Probationary employees shall not have recourse to Article XIV of this agreement. All employees who have been employed for more than one year shall be known as permanent employees and the probationary period shall be considered part of their seniority time.

16.2 Should an employee be promoted, there shall be a one year promotional probation period. Should the promoted employee's performance be deemed inadequate by management during that time period, the employee shall be returned to his/her prior position with the City.

ARTICLE XVII - LAYOFFS

17.1 Standard. In the event of a layoff, employees shall be laid off on the basis of inverse seniority, provided the employee possesses the demonstrated abilities to perform the duties as required to carry out the mission of the Department. For purposes of administering this Article, seniority is defined as the length of an employee's continuous service in a classification since the last date of hire in that classification.

17.2 Bumping. Any Bargaining Unit employee who is to be laid off who had advanced to their present classification from a lower classification within the Bargaining Unit in which they held a regular appointment shall be offered a position in the lower classification. Seniority for the purpose of bumping to the lower classification shall be the aggregate of the Bargaining Unit employee's seniority in the lower classification and all higher classifications.

17.3 Recall. No new employees shall be hired in a classification until all employees on layoff status in that classification have had an opportunity to return to work. Layoff status shall not extend beyond twelve (12) months. Employees will be called back from layoff in the inverse order of layoff, provided the employee possesses the demonstrated abilities to perform the duties as required. An employee on layoff status shall accept or decline an opening within seven (7) days of notification. The employee is obligated to keep the City informed of his/her current address. When recall occurs, the City will notify the employee through certified mail. An employee's denial or acceptance of the recall shall be conveyed in writing. In the event the employee declines or fails to notify the City in the above-specified time, all recall rights will be waived.

ARTICLE XVIII - PREVAILING RIGHTS

18.1 This Agreement shall not operate to reduce any benefits specified in this Agreement which are now more favorably enjoyed by any employee's covered herein.

ARTICLE XIX - SAVINGS CLAUSE

19.1 If any Article of this Agreement or any Addendum thereto be held invalid by operation of law or by an tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and Addendums thereto shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article.

ARTICLE XX - SENIORITY

20.1 Definition. "Seniority," as used in this Agreement, is determined by the length of an employee's continuous employment with the Sumner Police Department since the last date of hire. When an employee takes a leave of absence without pay for more than thirty (30)

consecutive calendar days, the time spent on leave does not count toward seniority accrual, except as otherwise allowed by state or federal statutes.

20.2 Seniority List. Upon request, the City will provide the Guild with a copy of the seniority for the department members. . Upon request by the Guild, the Guild will be notified of changes to the list.

20.3 Loss of Seniority. An employee shall lose all seniority in the event of discharge or voluntary termination.

ARTICLE XXI - DURATION

This Agreement shall be in effect January 1, 2015, and it shall remain in full force and effect for a three-year period ending on midnight, December 31, 2017. Either party wishing to terminate, amend or modify such contract must notify the other party, in writing, during the effective period of the contract.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above mentioned and written.

CITY OF SUMNER

**SUMNER POLICE GUILD
Representing the Non-
Commissioned Employees**

By _____
Mayor

By _____
President

By _____
City Administrator

By _____
Vice - President

Attest:

By _____
City Clerk

By _____

APPENDIX "A"—WAGES

Section 1. Pay Brackets Represented Members

Cost of Living Adjustments:

- a. Effective January 1, 2015, the 2014 rates of pay shall be increased to an amount equal to 95% of that percentage increase set forth in the All Urban Consumers Index (CPI-U) (1982-84=100) for the Seattle-Tacoma-Bremerton area for the period from June 2013 to June 2014, specified by the Bureau of Labor Statistics, United States Department of Labor. The minimum CPI-U increase is 2.0%.
- b. Effective January 1, 2016, the rates of pay set forth in Section 1 shall be increased to an amount equal to 95% of that percentage increase set forth in the All Urban Consumers Index (CPI-U) (1982-84=100) for the Seattle-Tacoma-Bremerton area for the period from June 2014 to June 2015, specified by the Bureau of Labor Statistics, United States Department of Labor. The minimum CPI-U increase is 2.0%.
- c. Effective January 1, 2017, the rates of pay set forth in Section 1 shall be increased to an amount equal to 95% of that percentage increase set forth in the All Urban Consumers Index (CPI-U) (1982-84=100) for the Seattle-Tacoma-Bremerton area for the period from June 2015 to June 2016, specified by the Bureau of Labor Statistics, United States Department of Labor.

Market Adjustments:

In addition to the Cost of Living Adjustments the following market place rate adjustments are made January 1st of each applicable year:

Position	Year	Additional Increase
Animal Control Officer	2015	1.5%
	2016	2.0%
	2017	1.0%
Animal Control Supervisor	2015	15% above top step ACO
	2016	15% above top step ACO
	2017	15% above top step ACO
Animal Shelter Assistant	2015	Adjust pay band to: (2973,3144,3324,3515,3716)
	2016	2.0%
	2017	1.0%
Parking/Code Enforcement Officer	2015	-
	2016	2.0%
	2017	1.0%
Records Clerk I	2015	-

	2016	2.0%
	2017	1.0%
Records Clerk II	2015	-
	2016	2.0%
	2017	1.0%

2015 Pay Rates:

POSITION		MONTHLY RATE	HOURLY RATE	L & I (BASED ON HRS)
Records Clerk I	1-6 mo.	\$ 3,339.00	\$ 19.26	0.0717
	7-12 mo.	\$ 3,526.00	\$ 20.34	0.0717
	13-24 mo.	\$ 3,722.00	\$ 21.47	0.0717
	25-36 mo.	\$ 3,932.00	\$ 22.68	0.0717
	After 36 mo.	\$ 4,155.00	\$ 23.97	0.0717
Records Clerk II	1-6 mo.	\$ 3,720.00	\$ 21.46	0.0717
	7-12 mo.	\$ 3,928.00	\$ 22.66	0.0717
	13-24 mo.	\$ 4,147.00	\$ 23.93	0.0717
	25-36 mo.	\$ 4,381.00	\$ 25.28	0.0717
	After 36 mo.	\$ 4,629.00	\$ 26.71	0.0717
Animal Control Shelter Asst.	1-6 mo.	\$ 2,973.00	\$ 17.15	0.0717
	7-12 mo.	\$ 3,144.00	\$ 18.14	0.0717
	13-24 mo.	\$ 3,324.00	\$ 19.18	0.0717
	25-36 mo.	\$ 3,515.00	\$ 20.28	0.0717
	After 36 mo.	\$ 3,716.00	\$ 21.44	0.0717
Animal Control Officer	1-6 mo.	\$ 4,040.00	\$ 23.31	0.2561
	7-12 mo.	\$ 4,246.00	\$ 24.50	0.2561
	13-24 mo.	\$ 4,464.00	\$ 25.75	0.2561
	25-36 mo.	\$ 4,696.00	\$ 27.09	0.2561
	After 36 mo.	\$ 4,943.00	\$ 28.52	0.2561
Animal Control Supervisor		\$ 5,685.00	\$ 32.80	0.2561
Parking/Code Enf. Officer	1-6 mo.	\$ 3,980.00	\$ 22.96	0.2561
	7-12 mo.	\$ 4,184.00	\$ 24.14	0.2561
	13-24 mo.	\$ 4,398.00	\$ 25.37	0.2561
	25-36 mo.	\$ 4,627.00	\$ 26.69	0.2561
	After 36 mo.	\$ 4,870.00	\$ 28.10	0.2561

<u>Educational Incentive 2.5%</u>		MONTHLY	HOURLY	L & I
POSITION		RATE	RATE	(BASED ON HRS)
Records Clerk I	1-6 mo.	\$ 3,422.48	\$ 19.75	0.0717
	7-12 mo.	\$ 3,614.15	\$ 20.85	0.0717
	13-24 mo.	\$ 3,815.05	\$ 22.01	0.0717
	25-36 mo.	\$ 4,030.30	\$ 23.25	0.0717
	After 36 mo.	\$ 4,258.88	\$ 24.57	0.0717
Records Clerk II	1-6 mo.	\$ 3,813.00	\$ 22.00	0.0717
	7-12 mo.	\$ 4,026.20	\$ 23.23	0.0717
	13-24 mo.	\$ 4,250.68	\$ 24.52	0.0717
	25-36 mo.	\$ 4,490.53	\$ 25.91	0.0717
	After 36 mo.	\$ 4,744.73	\$ 27.37	0.0717
Animal Control Shelter Asst.	1-6 mo.	\$ 3,047.33	\$ 17.58	0.0685
	7-12 mo.	\$ 3,222.60	\$ 18.59	0.0685
	13-24 mo.	\$ 3,407.10	\$ 19.66	0.0685
	25-36 mo.	\$ 3,602.88	\$ 20.79	0.0685
	After 36 mo.	\$ 3,808.90	\$ 21.97	0.0685
Animal Control Officer	1-6 mo.	\$ 4,141.00	\$ 23.89	0.2561
	7-12 mo.	\$ 4,352.15	\$ 25.11	0.2561
	13-24 mo.	\$ 4,575.60	\$ 26.40	0.2561
	25-36 mo.	\$ 4,813.40	\$ 27.77	0.2561
	After 36 mo.	\$ 5,066.58	\$ 29.23	0.2561
Animal Control Supervisor		\$ 5,827.13	\$ 33.62	0.2561
Parking/Code Enf. Officer	1-6 mo.	\$ 4,079.50	\$ 23.54	0.2561
	7-12 mo.	\$ 4,288.60	\$ 24.74	0.2561
	13-24 mo.	\$ 4,507.95	\$ 26.01	0.2561
	25-36 mo.	\$ 4,742.68	\$ 27.36	0.2561
	After 36 mo.	\$ 4,991.75	\$ 28.80	0.2561

<u>Educational Incentive 5%</u>		MONTHLY	HOURLY	L & I
POSITION		RATE	RATE	(BASED ON HRS)
Records Clerk I	1-6 mo.	\$ 3,505.95	\$ 20.23	0.0717
	7-12 mo.	\$ 3,702.30	\$ 21.36	0.0717
	13-24 mo.	\$ 3,908.10	\$ 22.55	0.0717
	25-36 mo.	\$ 4,128.60	\$ 23.82	0.0717
	After 36 mo.	\$ 4,362.75	\$ 25.17	0.0717
Records Clerk II	1-6 mo.	\$ 3,906.00	\$ 22.53	0.0717
	7-12 mo.	\$ 4,124.40	\$ 23.79	0.0717
	13-24 mo.	\$ 4,354.35	\$ 25.12	0.0717
	25-36 mo.	\$ 4,600.05	\$ 26.54	0.0717
	After 36 mo.	\$ 4,860.45	\$ 28.04	0.0717
Animal Control Shelter Asst.	1-6 mo.	\$ 3,121.65	\$ 18.01	0.0685
	7-12 mo.	\$ 3,301.20	\$ 19.05	0.0685
	13-24 mo.	\$ 3,490.20	\$ 20.14	0.0685
	25-36 mo.	\$ 3,690.75	\$ 21.29	0.0685
	After 36 mo.	\$ 3,901.80	\$ 22.51	0.0685

Animal Control Officer	1-6 mo.	\$ 4,242.00	\$ 24.47	0.2561
	7-12 mo.	\$ 4,458.30	\$ 25.72	0.2561
	13-24 mo.	\$ 4,687.20	\$ 27.04	0.2561
	25-36 mo.	\$ 4,930.80	\$ 28.45	0.2561
	After 36 mo.	\$ 5,190.15	\$ 29.94	0.2561
Animal Control Supervisor		\$ 5,969.25	\$ 34.44	0.2561
Parking/Code Enf. Officer	1-6 mo.	\$ 4,179.00	\$ 24.11	0.2561
	7-12 mo.	\$ 4,393.20	\$ 25.35	0.2561
	13-24 mo.	\$ 4,617.90	\$ 26.64	0.2561
	25-36 mo.	\$ 4,858.35	\$ 28.03	0.2561
	After 36 mo.	\$ 5,113.50	\$ 29.50	0.2561

Section 2. Contract Settlement Payment

In consideration for settling this agreement, the City shall provide a one-time payment in 2016. The payment is equal to the difference between the IRS Health Savings Account (H.S.A.) 2016 maximum and the 2016 City contribution to the employee's H.S.A. The settlement payment can be in the form of cash, deferred compensation or H.S.A. contribution. The payment will be issued on the first regular payroll check (January 20th) for the first regular pay period of 2016.

Section 3. Deferred Compensation

The City shall contribute monthly to the Guild employee's deferred compensation plan. The City will contribute each month to deferred compensation accounts two hundred twenty dollars (\$220) with no contribution match from the Employee required.

Section 4. Flexible Spending Account

The City shall provide a flexible spending account to employees. Employees may contribute their own funds up the plan maximum to be used for medical, dental, vision or childcare.

Section 5. Definitions

Base Pay: The employees negotiated monthly salary. Base pay does not include any incentive or premium pays.

Regular Rate of Pay: The adjusted monthly salary including all incentive and premium pays. In articles of this CBA that reference an hourly calculation tied to the regular rate of pay the hourly rate is based on a 2,080 hour annual work year.

Pyramiding: Premium pays don't stack. All premium pays are calculated off of the base pay. For example education premium and seniority pay are calculated off of the base pay independently, then added to the base pay which then creates the regular rate of pay.

APPENDIX "B"—EMPLOYEE RIGHTS
to the
AGREEMENT
by and between the
CITY OF SUMNER
and the **POLICE GUILD REPRESENTING**
SUMNER NON-COMMISSIONED EMPLOYEES

EMPLOYEE RIGHTS

No employee shall, by reason of his employment, be deprived of any rights or freedoms which are afforded to other citizens of the United States by the United States Constitution.

No employee shall be compelled by the City to give self-incriminating information, either verbal or written, during any criminal investigation when such investigation involves allegations against himself nor in any internal investigation which could lead to a criminal charge against himself. Any refusal by an employee to give self-incriminating information under these conditions will not result in his termination, suspension, reprimand, transfer or any other form of disciplinary action by the City.

Section 1. Discipline and Discharge. All discipline must be based upon just cause. Any discipline shall be imposed in a manner least likely to embarrass the employee before the public or other employees. Any disciplinary action imposed upon an employee may be the basis for a grievance through the regular grievance procedure.

Disciplinary actions or measures shall include the following: verbal reprimands; written reprimand or written letters of warning; suspension; demotion; or discharge. Discipline shall be progressive in nature where appropriate.

Section 2. Employee Rights. All employees within the bargaining unit shall be entitled to the protection of what shall hereafter be termed as the "Employee Rights". The wide-ranging powers and duties given to the department and its members involve them in all manners of contacts and relationships with the public. Of these contacts come many questions concerning the actions of members of the force. These questions often require an immediate investigation by superior officers designated by the Chief of Police. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated.

- a. Whenever the Chief of Police or the designated alternate of the Chief of Police decides to conduct a formal internal affairs investigation, any employee who is the subject of the complaint shall be informed in writing of the nature of the investigation, and advised of the rights of the employee before any interview of the employee begins. Written notice shall include sufficient information necessary to reasonably apprise the employee of the allegations of such complaint.
- b. Any interview of an employee shall be at a reasonable hour, preferably when the

employee is on duty, unless the exigencies of the investigation dictate otherwise. Where practicable, interviews shall be scheduled for the daytime.

- c. The interview, which shall not violate the employee's constitutional rights, shall take place at the Sumner Police Station facility, except where impractical. The employee shall be afforded the opportunity and facilities to contact and consult privately with an attorney of the employee's own choosing and/or a representative of the Association. Said attorney and/or representative of the Association may be present during the interview but shall not participate in the interrogation except to counsel the employee. Association representative or attorney may participate to the extent permitted by law.
- d. The questioning shall not be overly long and the employee shall be entitled reasonable intermissions as the employee shall request for personal necessities, meals, telephone calls and rest periods.
- e. The employee shall not be subjected to any offensive language, nor shall the employee be threatened with dismissal, transfer, or other disciplinary punishment as a guise to obtain the resignation of the employee nor shall the employee be intimidated in any manner. No promises or reward shall be made as an inducement to answer questions.
- f. It shall be unlawful for the City to require an employee covered by this agreement to take or be subjected to any polygraph or any polygraph type of examination as the condition of continued or continuous employment or to avoid any threatened disciplinary action.
- g. At the employee's request, the interrogation shall be recorded on tape by management. One copy shall be provided to the Association representative or employee. Three (3) days prior to a pre-disciplinary hearing, the employee shall be advised of the results of the investigation and the recommended disposition and shall be furnished a copy of the investigation report to include a list of all exhibits, provided that the Employer is not required to release statements made by persons requesting confidentiality, and provided further, such confidential statements may not be relied upon to form the sole basis of discipline.
- h. **Personnel Records.** The Police Department shall maintain only one (1) working personnel file for each employee. The City Human Resources Division will retain the permanent personnel file. This does not preclude a supervisor from maintaining notes regarding an employee's performance, or the department from maintaining computerized records relating to training, promotion, assignment, or similar data.

Formal employee evaluations and records of disciplinary action resulting in demotion or the loss of time or pay in the amount of forty (40) hours or more may be retained permanently. All other records of disciplinary action may be retained in an employee's department personnel file for a period of not more than two (2)

years, provided that if an employee's personnel record indicates a pattern of similar types of discipline, all such records may be retained until a period of two (2) years has elapsed during which there has been no further disciplinary action for the same or similar behavior. Records retained in an employee's department personnel file longer than provided in this section shall be inadmissible in any proceedings concerning disciplinary action.

Upon receiving a request for all or part of a personnel file, outside of the management chain, the affected employee shall be notified of the request, and the information shall not be released for a period of three (3) business days from the time of said notification, except upon service of a court order or subpoena properly recorded and signed by a judge or magistrate demanding immediate release. The City Attorney will advise the department in all matters pertaining to the release of information contained in a personnel file. No information which has been retained in a personnel file beyond the time limits established by this contract will be released.