

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, 2021, through December 31, 2022

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

THIS AGREEMENT made and entered into 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 confidential employees, Professional Standards Officer, 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 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.

2.2 Upon the written, electronic, or recorded voice authorization of an employee to 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. If the Employer receives a request for authorization of deductions, the employer shall as soon as practicable forward the request to the Guild. The City shall transmit each month said moneys to the Guild, along with the names of each employee whose dues are transmitted.

2.3 An employee may stop paying Guild dues by submitting a written request to the Guild in accordance with the terms and conditions on the authorization. After the Employer receives confirmation from the Guild that an employee has revoked authorization, the Employer shall end the deduction no later than the second payroll after receipt of the confirmation.

2.4 The Guild shall hold the City harmless for any claims filed by an employee for reasons arising out of dues deductions. The Employer will promptly notify the Guild in writing of any claim, demand, suit, or other form of liability asserted against it relating to its

implementation of this Article.

2.5 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. Employees may challenge practices or actions that they allege violate the provisions of this Article through the Employer's policies and procedures, and/or using those remedies available through applicable law. Alleged violations of this Article are not subject to Article XIV (Grievance Procedure) of this Article.

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 two-hundred fifty dollars (\$250.00) per occurrence towards replacement costs of any personal property lost, damaged, or destroyed while on-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 All employees covered under this agreement shall be entitled to annual vacation leave and accrues, as follows:

Years of Service	Vacation Days (Hours)
< 1	12 (96)
1-2	13 (104)
2-3	14 (112)
3-4	15 (120)
4-5	16 (128)
5-6	17 (136)
6-7	18 (144)
7-8	19 (152)
8-9	20 (160)
9-10	21 (168)
10-11	22 (176)
11-13	23 (184)
13-16	24 (192)
16-19	25 (200)
19-22	26 (208)
22-25	27 (216)
25+	28 (224)

- a. Except for probationary employees, an employee may sell back to the City up to a total of 100 hours of vacation leave per calendar year. The minimum sell-back for any employee shall be 50 hours per occurrence and the employee must maintain at least 40 hours of vacation leave in the employee's leave bank. In order to receive the vacation sell-back, an employee 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 from 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 employees 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 employee'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. 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. Employees hired by the City beginning on January 1, 2021 may accumulate a maximum of 420 hours vacation leave hours.

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 employees 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 one (1) 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 employees who suffer a death in their immediate family shall be 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 is 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 employee shall be earned at the rate of eight (8) hours per month.

8.2 Unused Sick Leave: All regular employees shall be compensated in cash, at 100% of their base rate of pay, for any unused accumulation of sick leave up to a maximum of 720 hours when they are permanently separated from employment in accordance with the following percentages of the employee's accumulated and unused sick leave:

Employees hired prior to January 1, 2018:

Termination for cause	0%
Resignation	25%
Lay-Off	50%
Retirement	100%
Disability Retirement	100%
Death	100%

Employees hired on or after January 1, 2018:

Termination for cause	0%
Resignation	25%
Lay-Off	25%
Retirement	100% for first 360 hours, 25% for remaining 360 hours
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);
- g. Washington Paid Family and Medical Leave Program (RCW 50A.04)

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

9.1.1 Protected Leave Use: Employees may choose to use any applicable protected leave consecutive to accrued leave, provided that after the employee uses 960 hours of sick leave, and has exhausted other available accrued leaves (vacation, compensatory or holiday time), protected leave shall run concurrent with any remaining sick leave balance.

9.2 Washington Paid Family and Medical Leave Law: Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits is established by Washington law and is therefore independent of this Agreement. Employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.04.115. The City will pay the remaining premium amounts.

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 employees 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 employees for all hours actually worked on recognized holidays 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 one-half ($\frac{1}{2}$) 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 employees work overtime on a recognized holiday, their holiday overtime rate of pay shall be two and one-quarter ($2\frac{1}{4}$) 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 an employee works an extra-duty assignment on a recognized holiday, the standard overtime rate of one and one-half ($1\frac{1}{2}$) 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 an employee's normally scheduled shift is adjusted with less than seven (7) days' notice, they shall be paid an additional one-half ($\frac{1}{2}$) of the employee's regular hourly rate of pay for all hours worked outside their normally scheduled shift. If the employee works less than three (3) 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.

A Supervisor (including WOOC or AIC) that is able to handle a work-related issue by phone while off duty shall be compensated at the overtime rate in 15-minute increments. Overtime shall be rounded up or down to the closest quarter hour based on 7-minute increments.

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, as listed on the employee's leave request. Employees wishing to be unavailable on regularly scheduled days off, immediately preceding or following their requested time off must indicate such on their leave request for this provision to apply. 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. If an employee voluntarily chooses to come back to work, this provision does not apply.

10.2.7 Court Attendance: Any time an employee is required to appear for Court for reason arising out of their employment with the City, outside of their regular shift; the employee 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.

10.2.8 Meal Payment: Anytime an employee works four (4) consecutive hours overtime immediately following a regular shift, when notice of overtime is received during the adjacent shift, the employee will receive a \$15.00

(fifteen dollar) meal allowance, if not provided a meal by the Employer. Anytime an employee is called in on a day off/holiday with three (3) hours or less notice and works at least six (6) consecutive hours, the employee will receive a \$15.00 (fifteen dollar) meal allowance, if not provided a meal by the Employer. The \$15.00 is payable in the corresponding pay check and is a gross amount. The meal payment does not apply to any overtime scheduled with more than three (3) hours advance notice of requirement to return to work. Meal payments are intended to compensate the employee for the inconvenience of returning to work, or continuing work without receiving reasonable notice for the employee to prepare their own meal for the shift.

Examples:

- A. *The employee has been working and is asked to continue work for 7 hours of overtime immediately following the regularly scheduled shift the employee is currently working. The employee would receive one meal allowance.*
- B. *The employee is called out on a day off 3 hours or less notice and works 13 hours of overtime. The employee would receive two meal allowances.*
- C. *The employee is called to work 7 hours of overtime on their day off with 4 hours advance notice to return to work. The employee would not be eligible for a meal payment.*

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 accumulated 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.

Employees who elect to attend, subject to approval by the City, or are directed to attend training on their regularly scheduled work shift where the training, to include travel time, is eight (8) hours or more shall be considered to have worked a full day and are not required to report for duty.

Employees who elect to attend, subject to approval by the City, or are directed to attend training on their regularly scheduled work shift where the training, to include travel time is less than eight (8) hours shall report for duty before and/or after the training in order to complete their full, regularly scheduled shift. If the training lasts less than eight (8) hours an employee may request to take the rest of the shift off (to reach 8 or 10 hours) using accrued leave (vacation, holiday, or compensatory time).

10.5 Safety Release Time: In the event that an employee is required to work a minimum of three (3) consecutive hours of overtime (actual hours worked, not guaranteed minimum compensation) because of a court subpoena, or any unforeseen or emergency circumstances, that employee is entitled to eight (8) consecutive hours off between the end of the overtime shift and the beginning of their next regular duty shift. If the employee's next regular duty shift is scheduled to occur in less than eight (8) hours after the overtime shift has ended, the employee shall be afforded paid **safety release time** by the City to ensure that the eight (8) hours off for proper rest has been satisfied. Safety release time is paid at the regular rate of pay. In no case shall the employee be required to use their own vacation leave, compensatory time, etc., in order to ensure that they have eight (8) hours off between work shifts. The requirements of this Section will be met as long as scheduled shifts are at least eight (8) hours apart, even if Officers spend part of their eight-hour rest period commuting. Officers shall notify dispatch when they are released from court duty.

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: Successful completion of an Associate's 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 Department.

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 in the 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 including training days (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 \$5.70 per hour additional compensation for regularly scheduled days. If the WOOC Supervisor performs work outside of normal working hours, except extra-duty assignments, they shall be compensated at the overtime rate (including WOOC). The WOOC Supervisor shall be designated for time leading up to and leading out of the Supervisor’s absence.

For example:

	Th	Fri	Sat	Sun	Mon	Tue	Wed	Th	Fri	Sat	Sun	Mon
Supervisor	REG	X	X	X	VAC	VAC	VAC	VAC	X	X	X	REG
Officer	REG	WOOC									X	

11.4 Field Training Officer Pay

An Animal Control Officer assigned as a Certified Field Training Officer (FTO), after successfully completing the CJTC Field Training Officer Academy course, shall receive a premium pay of 5.0% of their base pay for any pay period in which the employee is assigned and performs FTO duties for at least one (1) entire shift. Only Animal Control Officers are eligible for FTO pay. Only one (1) FTO may be assigned at a time. The Police Chief shall have the sole discretion to designate and assign FTOs.

ARTICLE XII - INSURANCE

12.1 Medical Coverage: Employees and eligible dependents will be covered under the

AWC High Deductible Health Plan (H.D.H.P.) with Health Savings Account (H.S.A.) and Health Reimbursement Agreement (H.R.A.) (Bridge) component. The City will pay for 100% of the premium for the employee and eligible dependents.

12.1.1 Health Savings Account (H.S.A.): The H.S.A. will be funded at the following levels:

Insured	H.S.A. Contribution:
Employee Only	\$1,500
Employee and Child	\$3,000
Employee and Child x 2 or more	\$3,000
Employee and Spouse	\$3,000
Employee, Spouse and Child	\$3,000
Employee, Spouse and Child x 2 or more	\$3,000

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 will receive a prorated amount into an H.S.A. based on the number of full months remaining in the year. Such payments will commence with the employee's first pay check (after H.S.A. account info provided), then as scheduled above thereafter. Employees, who have a qualifying event that results in a change in coverage status, e.g., have a child or add a spouse, qualify for the pro-rated amount for the remainder of whole months. Employees may contribute additional money to their Health Savings Account, up to the maximum allowed under federal law.

a) 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 of the Employee Only amount, to the employee's deferred compensation account.

12.1.2 Health Reimbursement Agreement (H.R.A. Bridge Plan): Each employee is eligible for a bridge (H.R.A.) plan to cover a portion of the out-of-pocket medical costs based on the following eligibility:

Insured	H.R.A. Eligibility:
Employee Only	\$2,400
Employee and Child	\$4,800
Employee and Child x 2 or more	\$4,800
Employee and Spouse	\$4,800
Employee, Spouse and Child	\$4,800
Employee, Spouse and Child x 2 or more	\$4,800

The H.S.A. and bridge (H.R.A.) work as follows:

Employee Only			
\$1500 H.S.A. \$2400 Bridge \$1100 OoPM			
	Medical Costs	Who Pays	Funding Source
Deductible	0-1,500	Employee	H.S.A.
80/20 Co-Insurance	1,500.01-3,900	City	Bridge
	3,900.01-5,000	Employee	Employee / H.S.A.
OoPM	5,000 +	Insurance	Insurance
Employee + Dependents			
\$3000 H.S.A. \$4800 Bridge \$2200 OoPM			
	Medical Costs	Who Pays	Funding Source
Deductible	0-3,000	Employee	H.S.A.
80/20 Co-Insurance	3,000.01-7,800	City	Bridge
	7,800.01-10,000	Employee	Employee / H.S.A.
OoPM	10,000 +	Insurance	Insurance

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 Health 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.).

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 J 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 sufficient information exists to discipline an employee with a written reprimand, 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. 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 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 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 their 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 an employee 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 bargaining unit employee believes violated any term of the Agreement.

Step 1:

- a. Any alleged grievance shall be taken up with the employee's immediate supervisor within 15-calendar days of its alleged occurrence or within 15 calendar days of when the employee first had knowledge or should have 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 the employee 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 employee's immediate supervisor. This selection remedy shall prohibit the employee from later choosing and proceeding with the other remedy. Should the employee 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 an employee choose to apply the following procedure in this Article, the grievance shall be reduced to written form by the aggrieved employee and the Guild stating the section of the Agreement violated and explaining the grievance in detail and remedy sought. The employee and/or the Guild representative shall present the written grievance to the Chief of Police who will conduct a meeting with the employee and the Guild within ten (10) calendar 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 employee 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 their designee in writing within fifteen (15) calendar days whereupon they may conduct a meeting with the involved parties within 15 calendar days of the receipt of the written grievance. The Mayor and/or their 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 within fifteen (15) calendar days. 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. If the Guild fails to comply with the time allowed in this Article, the grievance shall be deemed to have been abandoned and the right to grieve is waived.

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 employee in the bargaining unit shall be deemed a work stoppage if any of the above activities has occurred.

ARTICLE XVI – PROBATIONARY PERIOD

16.1 All new employees shall serve a trial period of twelve (12) months and shall have no seniority rights during this period, but shall be subject to all other clauses of this Agreement. Trial period 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 trial period shall be considered part of their seniority time. Periods of leave without pay, or employees in a shared leave status, for over 80 consecutive hours shall not count towards the twelve (12) month trial period.

16.2 Should an employee be promoted, there shall be a twelve (12) month promotional trial period. Should the promoted employee's performance be deemed inadequate by management during that time period, the employee shall be returned to their prior position with the City. Periods of leave without pay, or employees in a shared leave status, for over 80 consecutive hours shall not count towards the twelve (12) month trial period.

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 their 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 a 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, 2021, and it shall remain in full force and effect for a two-year period ending on midnight, December 31, 2022. 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 execute this Agreement.

CITY OF SUMNER

SUMNER POLICE GUILD

DocuSigned by:
William L. Pugh
65C9B3CE54A83761

William L. Pugh
Mayor
6/9/2021 | 8:17 AM PDT

Date

DocuSigned by:
John Kaylor
283F0430DC884A0...

John Kaylor
Guild President
6/9/2021 | 12:15 PM PDT

Date

DocuSigned by:
Jason Wilson
6007C00DBF964A7

Jason Wilson
City Administrator
6/9/2021 | 7:28 AM PDT

Date

DocuSigned by:
Ken Patten
7613AF45116043C...

Ken Patten
Vice President
6/12/2021 | 5:11 PM PDT

Date

Attest:

DocuSigned by:
Michelle Converse
9BA22DE678404D1...

Michelle Converse
City Clerk
6/14/2021 | 7:55 AM PDT

Date

APPENDIX "A"—WAGES**Section 1. Wage Adjustments**

- a. Effective on January 1, 2021, employee base wages shall increase by 1.5%.
- b. Effective on January 1, 2022, the employee base wages shall be adjusted in the amount equal to 100% of that percentage set forth in the All Urban Consumers Index (CPI-U), Seattle-Tacoma-Bellevue region, June of 2020 to June of 2021, with a minimum of 1.0% and a maximum of 4.0%, specified by the Bureau of Labor Statistics, United States Department of Labor.

2021 Pay Rates:

<i>Base Salaries</i>	BAND	1-6 mo.	7-12 mo.	13-24 mo.	25-36 mo.	37+ mo.
		Step 1	Step 2	Step 3	Step 4	Step 5
Animal Control Shelter Assistant	PS1	3,599	3,806	4,023	4,256	4,499
Records Specialist I	PS2	4,043	4,269	4,507	4,760	5,030
Records Specialist II	PS3	4,505	4,755	5,019	5,303	5,603
Parking Code/Enforcement Officer	PS4	4,818	5,066	5,324	5,601	5,897
Animal Control Officer	PS5	4,890	5,140	5,405	5,684	5,982
Animal Control Supervisor @ 17% above ACO	PS6					7,000

<i>Educational Incentive 2.5%</i>	BAND	1-6 mo.	7-12 mo.	13-24 mo.	25-36 mo.	37+ mo.
		Step 1	Step 2	Step 3	Step 4	Step 5
Animal Control Shelter Assistant	PS1	3,689	3,901	4,124	4,362	4,611
Records Specialist I	PS2	4,144	4,376	4,620	4,879	5,156
Records Specialist II	PS3	4,618	4,874	5,144	5,436	5,743
Parking Code/Enforcement Officer	PS4	4,938	5,193	5,457	5,741	6,044
Animal Control Officer	PS5	5,012	5,269	5,540	5,826	6,132
Animal Control Supervisor	PS6					7,175

<i>Educational Incentive 5%</i>	BAND	1-6 mo.	7-12 mo.	13-24 mo.	25-36 mo.	37+ mo.
		Step 1	Step 2	Step 3	Step 4	Step 5
Animal Control Shelter Assistant	PS1	3,779	3,996	4,224	4,469	4,724
Records Specialist I	PS2	4,245	4,482	4,732	4,998	5,282
Records Specialist II	PS3	4,730	4,993	5,270	5,568	5,883
Parking Code/Enforcement Officer	PS4	5,059	5,319	5,590	5,881	6,192
Animal Control Officer	PS5	5,135	5,397	5,675	5,968	6,281
Animal Control Supervisor	PS6					7,350

Section 2. 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-and-fifty-dollars

(\$250) with no contribution match from the Employee required.

Section 3. Flexible Spending Account

The City shall provide access to a limited section 125 Flexible Spending Account (FSA) to employees. Employees may contribute their own funds up to the plan maximum to be used for dental, vision or childcare.

Section 4. 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 Agreement 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 SPECIAL- AND NON-COMMISSIONED EMPLOYEES

EMPLOYEE RIGHTS

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

Unless Garrity rights are administered, 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 themselves nor in any internal investigation which could lead to a criminal charge against themselves. Any refusal by an employee to give self-incriminating information under these conditions will not result in their 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, unless otherwise provided in this Agreement.

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, but may be imposed at any level as determined by the severity of the conduct involved and all relevant circumstances.

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 employees involve them in all manners of contacts and relationships with the public. Of these contacts come many questions concerning the actions of employees 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. At the conclusion of the interview, the Guild representative or attorney shall be afforded a reasonable opportunity to ask clarifying questions.
- 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. Unless prohibited by law, no information which has been retained in a personnel file beyond the time limits established by this contract will be released.