

AGREEMENT

BY AND BETWEEN

CITY OF ENUMCLAW, WASHINGTON

AND THE

**ENUMCLAW POLICE OFFICERS ASSOCIATION
(REPRESENTING THE POLICE DEPARTMENT EMPLOYEES)**

JANUARY 1, 2022 THROUGH DECEMBER 31, 2024

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TO THE

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ARTICLE 1 - RECOGNITION

- 1.1** The Employer recognizes the Association as the sole and exclusive representative of all employees of the Police Department, as set forth in the Public Employees Relations Commission Certification, or as such Certification may from time to time hereafter be amended, commissioned police officers under the rank of lieutenant for the purposes of bargaining with respect to wages, hours of work and working conditions

ARTICLE 2 - ASSOCIATION MEMBERSHIP

- 2.1** Membership: No employee in the bargaining unit shall be required to become a member of the Association as a condition of employment. The Association recognizes that the Association's representation obligation to the employees in the bargaining unit is established both under law and under this Agreement. The Association will represent bargaining unit employees in accordance with duty of fair representation as required by law and this Agreement.
- 2.2** **PAYROLL DEDUCTION** - Upon the voluntary written authorization of an employee and approval by the Association, the Employer shall deduct from the wages of each employee initiation fees, assessments and, once each month, Association dues and shall deliver such sums to the Association's Secretary-Treasurer with a list of those employees involved. If any employee is not to receive a wage or the wage is not a sum sufficient to satisfy the assignment, no collection shall be made from the employee for said month.
- 2.2.1** An employee may cancel their payroll deduction of dues and/or service fees by written notice to the Employer and the Association. The cancellation will become effective immediately.
- 2.3** The Employer shall not discharge or discriminate against any employee because of their membership in or activities on behalf of the Association.
- 2.4** The Employer shall notify the Association in writing within ten (10) calendar days of the new employee orientation.

- 2.5 The Association shall hold the Employer harmless from any claims filed by any employee arising out of the Association membership provisions of this Agreement. If a dispute arises, the mechanism for resolution provided under RCW 41.56 will be followed. The Association shall have no obligation to defend and indemnify if the result of the liability is a result of the City's own negligence.

ARTICLE 3 - ASSOCIATION RIGHTS

- 3.1 **ASSOCIATION ACTIVITIES** - The three (3) members of the Association negotiating committee shall be granted leave from duty with full pay for all meetings between the Employer and the Association for the purpose of negotiating the terms of a contract, when such meetings take place at the time during which such members are scheduled to be on duty. A member of the Association Executive Board shall be granted reasonable release time from duty with full pay for the purpose of employee representation and processing grievances, when such activities take place at a time during which such members are scheduled to be on duty; provided, however, should any emergency arise during such activities, release time shall be suspended until the emergency is resolved.
- 3.1.1 **EDUCATIONAL CONFERENCES** - Members of the Association may be granted leave from duty with pay to attend Association sponsored educational conferences; provided, however, no additional expense is incurred by the Employer, and when such attendance has been determined by the Chief of Police as a positive benefit to the Employer. Conferences whose primary focus is employee representation and grievance processing shall be presumed to be a positive benefit to the employer. If the benefit to the Employer is not positive, then such attendance shall be on the employee's own time, with no expense to the Employer. The total time permitted for educational conferences shall not exceed three (3) working days annually.
- 3.2 **ASSOCIATION VISITATION** - A Representative of the Association shall be allowed access to all facilities of the Employer wherein the employees covered under this Agreement may be working for the purpose of conducting necessary Association business and investigating grievances, provided such representative does not interfere with the normal work process.
- 3.3 **BULLETIN BOARD** - The Employer shall provide space for a bulletin board, to be located conspicuously at the Police Department for the posting of notices relating to Association business and activities of a nonpolitical nature.
- 3.4 **LABOR MANAGEMENT COMMITTEE** - The Employer and the Association agree that a need exists for closer cooperation between labor and management, and further from time to time suggestions and complaints of a general nature affecting the Association and the Employer require consideration. To accomplish this the Employer and the Association agree that no more than three (3) duly authorized representatives of the Association shall function as one-half (½) of a Labor/Management Committee the other half being no more

than three (3) duly authorized representatives of the Employer named for that purpose, one position of which should be the City Administrator. Said Committee shall meet periodically for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties other than those for which another procedure is provided by law or by other provisions of this agreement.

ARTICLE 4 - SENIORITY LIST

- 4.1** The Police Chief shall establish a seniority list which shall contain date of hire and classification or the pro-rata equivalent for part-time employees for represented employees, and it shall be updated prior to January 31 of each year, and he/she shall post such list immediately thereafter for a period of not less than (30) calendar days. A copy of same shall be mailed to the Secretary-Treasurer of the Association. Any objections to the seniority list as posted shall be submitted in writing to the Police Chief within ten (10) calendar days. Hearing no objections, the seniority list shall stand approved. Employees hired simultaneously shall be listed according to Civil Service Standings. The employee with the highest score shall be listed first.
- 4.2** Department seniority shall be defined as length of service with the Police Department, including probationary period, and as further defined in the applicable Civil Service Regulations. Bargaining unit seniority shall be defined as the length of service within the bargaining unit in the police department. Classification seniority shall be defined as the length of an employee's service within the classification in the police department.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

- 5.1** The normal work week shall consist of five (5) consecutive days of not more than ten (10) hours per day, exclusive of briefing, followed by four (4) consecutive days off with the exception of the detective whose work week shall consist of four (4) days on and three (3) days off. All time worked over ten (10) hours, exclusive of briefings, shall be overtime and may be accumulated as compensatory time off subject to approval of the Chief of Police or designee.
- 5.1.1** The schedule shall consist of five (5) consecutive ten (10)-hour days followed by four (4) consecutive days off. Shifts shall be from 6:00 AM to 4:00 PM, 2:00 PM to Midnight and 8:00 PM to 6:00 AM. Sergeant's shifts shall be from 5:00 PM to 3:00 AM, 6:00 AM to 4:00 PM or 2:00 PM to Midnight. These starting and stopping times may not be altered except in circumstances beyond the Employer's control. Should a starting or stopping time be altered for reasons other than permitted in this section, the effected Employee shall be paid the overtime rate for the entire shift.
- (a) The 5/10 shift shall be configured with staggered coverage and rotating days off as specified in the schedule attached hereto as Appendix "B." Fixed, rotating days off shall be maintained.

(b) For purposes of the 5/10 schedule, references elsewhere in this Agreement to day or shift shall refer to the ten (10)-hour day. For example and by way of illustration, sick leave will accumulate at the rate of ten (10) hours a month while on the 5/10 schedule.

(c) Employees who have completed their probationary period shall bid for shifts based on seniority according to the following schedule. A rotating schedule consisting of six (6) months from September through February, and March through August. Employees shall bid for their six (6) month shift based on seniority. No Employee may stay on the same shift after two consecutive shift bid cycles without approval from the Chief of Police or designee. For purposes of administering this Article, seniority is defined as the length of an employee's continuous service within the bargaining unit. Bidding shall begin sixty (60) days prior to the start of a new shift; therefore bidding will start on January 1st and July 1st. If an employee is involuntarily moved from his or her bid shift with less than a ninety-six (96)-hour notice, except in circumstances beyond the Employer control, he or she shall receive overtime pay for the entire shift. Employees who are moved involuntarily shall be returned to their bid shift as soon as practical.

In the event that shifts need to be adjusted based on the department's need to train recruits, every effort will be made to move the recruit. If that is not possible, the FTO may be moved from his or her bid shift with at least two (2) weeks' notice. The FTO shall be returned to his or her bid shift as soon as training is complete.

Temporary shift exchanges between employees shall be allowed if both employees agree, and if approved by the affected Sergeants and division Commander in advance, provided no overtime shall occur as a result of said shift exchange.

In the event that an employee moves unexpectedly from a specialty unit, such as detectives to patrol, that employee shall assume his or her preferred shift based on seniority.

For the purpose of Sergeants' shift bidding, Sergeants shall use classification seniority to bid on the available Sergeant shifts. In the event of a tie in classification seniority, the Sergeant exam score shall determine the order of bidding.

5.2 OVERTIME - Overtime shall be compensated at one and one-half (1 ½) times the employee's regular rate of pay.

5.3 OVERTIME ELIGIBILITY - The parties have adopted the Section 7(K) work period under the Federal Labor Standards Act, 29 CFR 207(K) for all employees eligible for this exemption. The terms of the exemption are that overtime shall accrue after ten (10) hours in a day, or beyond the regular work-week, or beyond one hundred seventy one (171) hours within twenty eight (28) days or as otherwise provided for in this agreement.

5.4 CALLBACK - Employees called back to work for any reason shall receive not less than two and one-half (2 ½) hours at the overtime rate.

5.4.1 Court - Employees who are required to appear in court for any reason stemming from their employment shall receive not less than two and one-half (2 ½) hours at the overtime rate.

5.5 In the event a need for overtime should occur in the Police Department because of vacation, sickness or other unforeseen conditions, an attempt shall be made to distribute extra hours equally, if possible.

5.6 Employees shall have the option to receive compensatory time off for overtime worked, provided, however, the compensatory time earned must be used in compliance with federal and state law. Requests for time off shall be subject to mutual agreement between the employee and Employer. Should the employee be unable to take compensatory time off within a time frame set forth by federal and state law, the employee shall receive pay for all compensatory time not used.

5.6.1 All unused accumulated compensatory time shall be paid in cash to employees on the first November payday of the current year.

5.7 All time spent for travel, other than commuting to and from the Police Department, shall be considered to be time worked.

ARTICLE 6 - WAGES

6.1 The wage rates and pay ranges of employees shall be set forth in Appendix A.

6.2 The Employer agrees to contribute a maximum of fifty dollars (\$50.00) per month per employee on a matching basis to the City's ICMA Deferred Compensation Plan.

ARTICLE 7 - PREMIUM PAY

7.1 When an employee is called back on holidays, vacation days, or a personal leave day that was scheduled to be an off duty day, in addition to any callback pay employees shall receive one (1) leave day to be scheduled at the mutual convenience of the Employer and employee. Employees may be required to work the full ten (10)-hour shift. For the purpose of this section primary vacation shall include scheduled days off, (compensatory time, holidays, vacations, personal leave, and regularly scheduled days off) immediately prior to, during, and immediately after scheduled primary vacation leave.

7.2 OUT-OF-CLASSIFICATION WORK - Should an employee be required by management to work out of his/her classification in the capacity of Sergeant, or assignment in the capacity of Detective for more than three (3) consecutive work days, or three (3) work days within any six (6)-day work period, the employee shall be paid at the rate of pay for such higher classification for all shifts worked. The rate of pay for Sergeant out-of-classification shall be Step 1. Any overtime worked in any of these capacities shall be paid

at the overtime rate of the higher classification. Suitable forms shall be provided and forwarded to the payroll office.

- 7.3 DETECTIVE PREMIUM PAY** - Employees assigned to the Detective Division shall receive, in addition to their regular monthly salary, shall be paid an additional five percent (5%) per month during each month of service as Detective.
- 7.4 FTO PREMIUM PAY** - Employees who are qualified Field Training Officers shall receive a premium equal to forty dollars (\$40.00) for each shift they perform the functions of a FTO. FTO premium includes time spent training reserve officers.
- 7.5 DEPARTMENT INSTRUCTORS** - Employees who are qualified as Department Instructors shall receive a premium based on the time spent during the day of instruction on instructor specialties approved by the Chief of Police. The premium amount for time spent shall follow this schedule:
- 1 to 3 hours = Fifty dollars (\$50.00)
 - Greater than 3 hours up to 6 hours = Seventy-five dollars (\$75.00)
 - Greater than 6 hours = One-hundred dollars (\$100.00)
- 7.6 LONGEVITY PAY** – Longevity pay shall be added to each employee’s base monthly pay as follows:
- An employee shall receive two percent (2%) at the anniversary date of eight years (8) of employment.
 - An employee shall receive three percent (3%) at the anniversary date of twelve years (12) of employment.
 - An employee shall receive four percent (4%) at the anniversary date of sixteen years (16) of employment.
 - An employee shall receive five percent (5%) at the anniversary date of twenty years (20) of employment.
- 7.7** The combination of longevity and educational premiums shall not exceed eight and one-half percent (8.5%) of base wage.
- 7.8 SCHOOL RESOURCE OFFICER** – Employees assigned as a School Resource Officer shall receive, in addition to their regular base monthly pay, a premium of two percent (2.0%) of base wage for the period of time assigned.

ARTICLE 8 - EDUCATIONAL INCENTIVE

- 8.1 INCENTIVE PAY** - All employees shall receive incentive pay for college credit in accordance with the following schedule.
- 8.2** The following are recognized to be approved fields of study inasmuch as each has a direct relationship to police service:

1. Police Science (Law Enforcement)
2. Political Science
3. Sociology
4. Psychology
5. Community Service
6. Subject to the approval of the Chief of Police

8.2.1 Employees who hold a college degree shall receive premium pay for the highest degree obtained, either:

8.2.2 Associate Degree: two and one-half percent (2.5%) of base wage, or;

8.2.3 Bachelor's Degree: five percent (5.0%) of base wage.

8.3 College credit in any other field of study than the aforementioned are not specifically related to Police Service. Employees who have obtained college degrees in other than approved fields of study shall receive incentive pay as follows:

8.3.1 Associate Degree: one and one-quarter percent (1.25%) of base wage

8.3.2 Bachelor's Degree: two and one-half percent (2.5%) of base wage

8.4 The combination of longevity and educational premiums shall not exceed eight and one-half percent (8.5%) of base wage.

ARTICLE 9 - LEAVES

9.1 HOLIDAYS - The employer recognizes the following holidays:

New Year's Day	Thanksgiving Day
Presidents Day	Day after Thanksgiving
Martin Luther King Day	Christmas Day
Independence Day	Floating Holiday (Employee's
Labor Day	Birthday or time mutually agreed to
Veteran's Day	time in lieu thereof)
Memorial Day	Juneteenth

9.1.1 If an employee works on one (1) of the following five (5) holidays: New Year's Day, Independence Day, Thanksgiving Day, Labor Day and Christmas Day, they shall receive two (2) times their straight time hourly rate of pay in addition to their straight time hourly rate of pay. These five (5) holidays may be used as compensatory time within six (6) months of the date earned.

9.1.2 Should the holiday fall on an employee's day off, the employee shall have the option of receiving ten (10) hours' pay at the employee's straight time hourly rate of pay or another day off within the next six (6) months.

9.1.3 Employees shall receive eight (8) "floating holidays" to be scheduled off in advance. No overtime shall be paid to employees working the traditional dates and such "floating holidays" will not accumulate from year to year. If an employee does not use all the floating holidays by October 31st of each year, the Employer shall pay out the unused floating holidays in cash to the employee in the first November paycheck.

9.1.4 If a traditional holiday listed in Section 9.1 falls on a Saturday or a Sunday and the legal holiday is on another day, then holiday pay shall be paid for the traditional date only, except for the detective, who shall be paid for the legal holiday if worked on that date.

9.1.5 Holiday pay shall be paid to employees whose scheduled day of work commences on the holiday.

9.2 VACATION - Employees shall accrue vacation benefits monthly, commencing on date of employment according to the following plan:

Commencing	Per Month	Per Year
First Year	½ Day	6 Working Days
Second Year	1 Day	12 Working Days
Third thru Ninth Year	1 ½ Days	18 Working Days
Tenth Year Plus	1 ¾ Days	21 Working Days

9.2.1 Upon termination for any reason, the employee shall be paid for all unused vacation.

9.2.2 Scheduling of vacation shall be done according to Seniority during the shift bidding process. An employee may select one primary vacation period during the calendar year of up to thirty (30) consecutive days based on seniority, subject to staffing levels. Final approval by the Chief is required. If approval is denied, the reason for denial shall be furnished to the employee.

9.2.3 Employees shall be allowed to accumulate up to forty five (45) days of vacation.; provided, however, employees with more than one (1) year of service are required to use six (6) or more working days of vacation each year. Any vacation earned above forty five (45) days shall be deposited into the employee's VEBA account. Employees may cash out up to 140 hours of vacation time per calendar year.

9.2.4 Should a recognized holiday occur during an employee's vacation period, no vacation time shall be deducted from accrued vacation.

9.3 BEREAVEMENT LEAVE - When an employee is absent from work on a scheduled work day because of a death in his/her immediate family, he/she shall be allowed leave with pay for such time up to a maximum of three (3) working days; provided, however if the funeral is held in a location in excess of three hundred (300) miles from his/her established residence, leave with pay may be granted up to a maximum of five (5) days. The employee shall provide information substantiating the need for the leave.

9.3.1 Immediate family shall mean: spouse, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, sister/brother in-law, step-parent, step-children, step siblings, employee's grandparents, grandchildren or any relative or significant other who resides in the employee's household. Immediate family members shall also be defined as members of an employee's spouse or significant other's family. Bereavement leave days need not be taken consecutively, but must be taken within six (6) months of the death of the immediate family member.

9.4 SICK LEAVE - Sick leave shall be accumulated at the rate of one (1) day per month up to twelve (12) days per year with an allowable maximum accumulation as follows:

9.4.1 LEOFF II - One hundred twenty (120) days. Any sick leave earned above one-hundred twenty (120) days shall be deposited into the employee's VEBA account.

9.4.2 Sick leave shall be granted upon application before or within reasonable time after the absence, depending on the circumstances.

9.4.3 Upon death, retirement or resignation from service, employees with at least eight (8) years of service shall be entitled to pay for accumulated sick leave. The Association can make an annual election that sick leave payout be deposited in the employee's VEBA account rather than pay as income.

9.4.4 The formula for computation shall be fifty percent (50%) of sick leave accumulated.

9.5 PERSONAL LEAVE - Each full-time employee shall receive two (2) scheduled shifts off subject to the approval of the Employer. If an Employee does not use the personal leave by October 31st of each year, the Employer shall pay out the unused personal leave in cash to the Employee in the first November paycheck.

9.6 For the purpose of defining leave time (accrual and usage) the term "work day," "shift," "day" or any other word used to define a ten (10)-hour shift shall mean ten (10) hours of leave.

ARTICLE 10 - HEALTH AND WELFARE

10.1 MEDICAL – Effective at execution of this Agreement, the Employer shall pay one hundred percent (100%) of the premiums necessary to provide benefits under the LEOFF

Health and Welfare Trust Plan 6b for the employee and eighty-five percent (85%) of the premiums for the employee's spouse and dependents.

- 10.1.1 Medical Deductible – Voluntary Employees’ Beneficiary Association (hereinafter VEBA) plan**, under Section 501 (c) (9) of the Internal Revenue Code for each employee of the Association who is eligible for, and enrolls in, one of the Employer’s health insurance plans. The Employer shall make monthly contributions of two hundred dollars (\$200) into each employee VEBA account.
- 10.2 DENTAL** - The Employer shall pay one hundred percent (100%) of the premiums necessary to provide benefits under the AWC Washington Dental Service Plan F (\$1,500.00 yearly maximum) and the AWC Washington Dental Service Orthodontic Plan III (\$1,000 lifetime maximum) for the employee, the employee's spouse and dependents.
- 10.3 PRESCRIPTION DRUG** - The Employer shall pay one hundred percent (100%) of the prescription drug premium, and the employee shall pay any co-pay cost.
- 10.4 VISION CARE** - The Employer shall pay one hundred percent (100%) of the premiums necessary to provide benefits for the employee, the employee's spouse and dependents.
- 10.5** It is understood and agreed that if there is an increase in contributions needed to maintain the present benefits of the coverage listed above, the Employer agrees to maintain such benefits in an amount determined as necessary to maintain the present benefits until December 31, 2018.
- 10.6** The Employer agrees to pay each Employee an additional forty nine dollars (\$49.00) each month on an after tax basis for the purchase of disability insurance through a disability insurance provider of the Employee’s choice. The City shall not make such payment to the Employee without verification of enrollment in said insurance and may request verification at any time to insure that the member continues to purchase said insurance.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.1 GRIEVANCE** - "Grievance" is hereby defined as a question or challenge raised by an employee or the Association as to the correct interpretation or application of this Agreement by the Employer. It is the purpose of this clause to provide the employees and the Association with an orderly and effective means of achieving consideration of any grievances which may arise during the life of this Agreement. For this purpose, the following steps are agreed upon and the appropriate order of contact.
 - 11.1.1 STEP 1** - The grievant shall present a grievance to the official of the Employer most immediately involved, within fifteen (15) calendar days of its occurrence or the date the grievant should have known of its occurrence, whichever is later. If the grievance is not resolved it shall be reduced to writing and referred to Step 2 within fifteen (15) calendar days.

11.1.2 STEP 2 - Employee and the Association representative outlines grievance in writing setting forth the specific section violated and the remedy requested and presents same to the Chief of Police. The latter shall arrange a conference involving the petitioner and the Employer officials most directly concerned and shall complete such conference within fifteen (15) calendar days. The Chief of Police shall send a written reply to the Association within fifteen (15) calendar days of completion of the conference and, if the grievance is not resolved, then it shall be referred to Step 3 within fifteen (15) calendar days.

11.1.3 STEP 3 - The grievance is presented to the City Administrator who shall review all the information and may arrange a conference with the petitioner and/or their representative. The City Administrator shall render a written decision within thirty (30) calendar days.

11.1.4 STEP 4 – Non-Disciplinary Grievances. In the event that a non-disciplinary grievance is not resolved in Step 3 of the procedure it may finally be resolved through binding arbitration. A decision to arbitrate must be made and the Employer notified within fifteen (15) calendar days of the City Administrator's decision. These time limitations may be waived or extended by mutual written agreement of the two parties. The parties shall request a list of seven (7) names of arbitrators with offices in Oregon and Washington from the Public Employment Relations Commission. The parties shall alternatively strike names until one name remains on the list. The remaining person shall be the arbitrator. The order of striking of names shall be determined by a coin toss. If possible, the arbitration shall be held within (30) days of the selection of the arbitrator and a decision received within thirty (30) days following the arbitration hearing. The decision of the Arbitrator shall be final and binding on both parties; provided, however, the Arbitrator shall have no power to add to, subtract from or alter, change, or modify the terms of this Agreement, and the Arbitrator's power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration. Each party shall bear the cost of its own representation and presentation of their case. The Arbitrator's fee and costs shall be paid by the losing party as determined by the Arbitrator.

11.1.5 STEP 4 – Disciplinary Grievances. In the event that a grievance related to disciplinary action toward Law Enforcement Personnel, as defined in RCW 41.58.070, is not resolved in Step 3 of the procedure it may finally be resolved through binding arbitration. Arbitrator selection is provided by PERC through an arbitrator roster in accordance with RCW 41.58.070. Each party shall bear the cost of its own representation and presentation of their case. All fees charged by arbitrators must be in accordance with a fee schedule established and maintained by PERC.

11.2 ELECTION OF REMEDY- Should the affected employee wish to appeal disciplinary action the employee may file a petition with the Civil Service Commission in accordance with the rules of the Commission; such petition to the Civil Service Commission waives all rights of appeal through the grievance procedure.

ARTICLE 12 - UNIFORMS AND PERSONAL EQUIPMENT

- 12.1** The Employer shall provide each full-time commissioned police officer one-thousand (\$1000) dollars annually each calendar year thereafter for the duration of the contract for the purchase of uniforms and equipment specified by the Employer. Dry cleaning will be permissible and inclusive of the annual specified dollar amount.
- 12.2** Clothing or equipment of full-time commissioned police officers that become damaged in the line of duty shall be repaired or replaced by the Employer as required.
- 12.3** The Employer will replace a full-time commissioned officer's watch, if damaged in the line of duty. The replacement cost shall not exceed seventy-five dollars (\$75.00).
- 12.4** Detective clothing shall include uniform equipment, as well as civilian type attire suitable for wear in that position.
- 12.5** Uniform and equipment items may be purchased from the annual uniform allowance provided by the City.
- 12.5.1** The Employer shall provide replacement of body armor (which shall not be deducted from the uniform allowance) every five (5) years from the date of issue.
- 12.6** Upon employment, uniform and equipment items shall be provided by the Employer in lieu of the first-year allowance.
- 12.7** Departmental use of any equipment or property not listed within this Agreement shall be subject to the approval of the Chief of Police.
- 12.8** All issued uniform and equipment items are the property of the Employer and shall be returned to the Employer upon separation from employment.

ARTICLE 13 - NO STRIKE PROVISION

- 13.1** It is understood and agreed that the services performed by employees are essential to the public's health, safety and welfare. Therefore, the Association agrees that it will not authorize, instigate, aid, condone or engage in any strike, work stoppage or other action at any time, including upon termination of this Agreement, which will interrupt or interfere with the operation of the City. No employee shall cause or take part in any strike, work stoppage, slowdown or other action which will interrupt or interfere with the operation of the City. In the event of a violation of this Article, the Association agrees to take affirmative steps with the employees concerned, such as letters, bulletins, telegrams and employee meetings to bring about an immediate resumption of normal work. Should there be a violation of this Article, there shall be no discussion or negotiations regarding

the difference or dispute during the existence of such violation or before normal work has been resumed.

ARTICLE 14 - EMPLOYEE'S BILL OF RIGHTS

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

14.2 Disciplinary action shall be imposed upon an employee only for just cause.

14.2.1 DISCIPLINARY ACTIONS - 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. Records relating to disciplinary action will be retained as prescribed by RCW 40.14.070(4).

14.2.2 ASSOCIATION AND EMPLOYEE RIGHTS - The Association shall have the right to process any disciplinary action as a grievance through the grievance procedure, except for a verbal reprimand or written reprimand, and except for employees serving an initial probationary period who are discharged.

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

14.3 NOTICE AND OPPORTUNITY TO RESPOND - Upon reaching the conclusion that just cause exists to discipline an employee with a reassignment, or a suspension without pay, or a demotion, or discharge, the Chief of Police or his/her designee shall provide the employee and the Association with the following prior to the administration of discipline:

- a. A copy of all materials a part of or related to the investigation upon which the allegation(s) or charge(s) are based;
- b. The directives, policies, procedures, work rules, regulations or other order of the Employer that allegedly was violated and how these were violated;
- c. What disciplinary action is being considered.

14.3.1 EMPLOYEE'S RESPONSE - The affected employee and the Association shall have the opportunity to respond to the allegation(s) or charge(s) orally and in writing, normally within ninety-six (96) hours of receiving the information and materials provided by the Employer in Section 14.3 above and to do so prior to the Pre-Disciplinary meeting, provided the Association may request a reasonable extension of time to respond, which request will not be unreasonably denied by the Chief or his designee.

14.3.2 PRE-DISCIPLINARY MEETING - An opportunity to respond to the allegation(s) or charge(s) shall occur at a Pre-Disciplinary meeting conducted and presided over by the Chief of Police or his/her 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 Association. This meeting shall be informal. The employee shall be given reasonable opportunity to be heard, to respond to the allegation(s) or charge(s), and to have the responses considered prior to the imposition of discipline.

14.3.3 EMPLOYER'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/her designee shall issue a written decision imposing discipline, exonerating the employee or taking such other action deemed appropriate.

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

- a. If an employee is considered a suspect, at a reasonable time in advance of the investigative interview, the suspect employee shall be informed in writing, with a copy to the Association, 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 an Association representative and/or legal representative will be afforded prior to the interview.
- b. The requirements of Section 14.4.a of this Section 14.4 shall not apply if (1) the suspect employee is under investigation for violations that are punishable as felonies or misdemeanors under law, or (2) in the discretion of the Chief or his designee, notices to the suspect employee would jeopardize the administrative investigation.

- c. The suspect employee shall have the right to have an Association 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 an Association representative present at the interview or the opportunity to consult with an Association representative shall not unreasonably delay the interview. However, if the interview begins with the consent of the suspect employee in the absence of an Association 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 an Association representative.
- d. To the extent reasonably possible, all interviews under this Section shall take place at Police Department facilities.
- e. The Employer may schedule the interview outside of the employee's regular working hours, however, in that event the appropriate overtime rate and/or irregular hours payment shall be made to the employee.
- f. The employee shall be required to answer any question concerning a non-criminal matter under investigation and shall be afforded all rights and privileges to which the employee is entitled under State or Federal laws.
- g. The employee shall not be subject to coercion, nor shall interrogator(s) make promises of rewards or threats of harm as inducements to answer questions.
- h. During an interview, the employee shall be entitled to such reasonable intermissions as the employee may request for personal physical necessities.
- i. All interviews shall be limited in scope to activities, circumstances, events and conduct that pertain to the action(s) or inaction(s) of the employee that is the subject of the investigation. Nothing in this Section shall prohibit the City from questioning the employee about information that is developed during the course of the interview.
- j. If the Police Department tape records the interview, a copy of the complete tape recorded interview of the suspect employee, noting the length of all recess periods, shall be furnished to the employee upon the suspect employee's written request. If the interviewed suspect employee is subsequently charged with misconduct, upon the written request of the suspect employee or the Association, the Employer shall provide a complimentary copy of any tapes to the Association on behalf of the employee.
- k. Interviews and Internal Affairs investigations shall be concluded without unreasonable delays.

- l. The employee and the Association shall be advised within a reasonable period of time, in writing, of the results of the investigation and what future action, if any, will be taken regarding the matter investigated.
- m. This Article is not intended to limit the Police Department's ability to conduct a fair and comprehensive investigation nor impose unreasonable time limits upon the conduct of such investigation.

14.5 It shall be unlawful for any person, firm, corporation of the State of Washington, its political subdivisions or municipal corporations to require any employee to take or be subjected to any lie detector or similar tests as a condition of continued employment.

14.6 Employees involved in the use of force shall be advised of their rights to and allowed to consult with an Association representative or attorney prior to being required to provide an oral or written statement regarding the use of force. In such cases no statement will be required during the forty-eight (48) hours following the incident.

ARTICLE 15 - LIABILITY INSURANCE

15.1 The Employer shall provide false arrest liability insurance to cover employees of the Department acting in the line of duty. The employer shall defend and indemnify for any claims against an employee arising out of the employee's performance of job duties.

ARTICLE 16 - MANAGEMENT RIGHTS

16.1 Subject to provisions of this Agreement, the Association recognizes the prerogatives of the Employer to operate and manage its affairs in all respects and in accordance with its responsibilities and powers and that the Employer reserves those rights concerned with the management and operation of the Police Department which include, but are not limited to the following:

16.1.1 To recruit, assign, transfer and promote members to the positions within the Department.

16.1.2 To suspend, demote, discharge or take other disciplinary actions against employees only for just cause.

16.1.3 To determine methods, means and personnel necessary for the Department's efficient and productive operations.

16.1.4 To control the Department budget.

16.1.5 To take whatever actions are necessary in emergencies in order to assure the proper functions of the Department.

16.2 Nothing in this Agreement shall be interpreted to detract or circumscribe the trust placed in the City government and the rights and obligations owed to the electorate; provided, nothing herein shall be construed to waive the employers obligation to bargain over mandatory subjects. This Agreement shall be consistent with both federal and state laws and nothing herein is intended to usurp the powers and regulations of the Civil Service Commission.

ARTICLE 17 - SAVINGS CLAUSE

17.1 If any provision of this Agreement *or* the application of such provisions should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. The provision held invalid shall be modified as required by law or shall be negotiated for the purpose of an adequate replacement.

ARTICLE 18 - RIGHT TO BARGAIN

18.1 The parties to this Agreement acknowledge that each has had the unlimited right and opportunity to make proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, the Employer and the Association each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically covered by this Agreement during the term of the Agreement, except as otherwise mutually agreed upon. The Employer shall not unilaterally change any mandatory subject of bargaining without providing the association prior notice and the opportunity to bargain.

ARTICLE 19 - SAFETY STANDARDS

19.1 The Employer shall equip and maintain any and all equipment within the Enumclaw Police Department in accordance with safety standards required by state and federal laws.

19.2 For the safety and health of the employees no employee shall be required to perform janitorial duties or supervise such duties.

ARTICLE 20 - OFF DUTY EMPLOYMENT

- 20.1** The Department agrees to allow employees to perform off-duty employment and, in its sole discretion, may allow employees to utilize City owned vehicles and equipment. Off duty employment requests shall be granted if they do not constitute a conflict of interest, the employment is consistent with departmental guidelines and the employment is approved by the Chief.

ARTICLE 21 - LAYOFFS

In the event of layoff, the Employer shall determine the numbers and classification of any positions to be laid off.

- 21.1 STANDARD** - In the event of a layoff, employees shall be laid off on the basis of inverse seniority. 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.
- 21.2 BUMPING** - Any Bargaining Unit employee who is to be laid off who had advanced to his or her present classification from a lower classification within the Bargaining Unit in which he or she 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.
- 21.3 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 22 – RETIREE RIGHTS

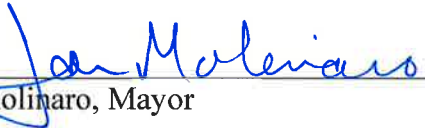


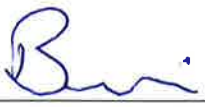
- 22.1** An employee separating from service in good standing with five (5) or more years of service with the Enumclaw Police Department, and who meets LEOFF eligibility requirements to receive retirement benefits will receive a retiree badge and commission card from their last duty assignment served. An employee separating from service, in good standing with twenty (20) or more years of service as a Commissioned and/or Certified Police Officer, and the last five (5) or more years of service with the Enumclaw Police Department, and who meets LEOFF eligibility requirements to receive retirement

benefits will additionally receive their duty weapon at retirement. The Chief of Police shall have the discretion to issue or deny department equipment to the retiree under the certain and/or exceptional circumstances.

ARTICLE 23 - DURATION

23.1 This Agreement shall become effective January 1, 2022, and shall remain in full force and effect through December 31, 2024.

Executed this 27th day of January, 2022.

<p>CITY OF ENUMCLAW</p> <p> _____ Jan Molinaro, Mayor</p> <p>Attest</p> <p> _____ Maureen Burwell, City Clerk</p>	<p>ENUMCLAW POLICE OFFICERS ASSOCIATION</p> <p> _____ Rich Tison, President</p>
<p>Approved as to form:</p> <p> _____ Brett Vinson, City Attorney</p>	

APPENDIX "A"
to the
AGREEMENT

by and between

CITY OF ENUMCLAW, WASHINGTON
&
ENUMCLAW POLICE OFFICERS ASSOCIATION
(Representing the Police Department Employees)

(January 1, 2022 through December 31, 2024)

THIS APPENDIX is by and between the City of Enumclaw, Washington, (the "Employer") and Enumclaw Police Officers Association (the Association").

A.1 Effective January 1, 2022, the 2021 rates of pay shall be increased by nine and one-half percent (9.5 %), consisting of four percent (4.0%) as market adjustment and five and one-half percent (5.5%) as a cost of living adjustment as set forth below.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
CLASSIFICATION	00-12 m	13-24 m	25-36 m	37-48 m	49-60 m	61+ m
Police Officer	6325	6641	6973	7322	7688	8072
Sergeant	8635	9067	9520			

A.2 Effective January 1, 2023, the rates of pay set forth in the 2022 wage table shall be increased by one hundred (100%) percent of the Consumer Price Index for all Urban Consumers (CPI-U) (1982-84=100) for Seattle for the period from June 2022 to June of the previous year, as supplied by the Bureau of Labor Statistics, U.S. Department of Labor. Said increase shall not exceed four and one-half percent (4.5%) nor shall it be less than two percent (2.0%).

A.3 Effective January 1, 2024, the rates of pay set forth in the 2023 wage table shall be increased by one hundred (100%) percent of the Consumer Price Index for all Urban Consumers (CPI-U) (1982-84=100) for Seattle for the period from June 2023 to June of the previous year, as supplied by the Bureau of Labor Statistics, U.S. Department of Labor. Said increase shall not exceed four and one-half percent (4.5%) nor shall it be less than two percent (2.0%).

A.4. Effective January 1, 2019, the parties acknowledge that RCW 50A.04 requires premium deductions for the Washington Paid Family Leave. The parties agree that beginning January 1, 2019, deductions will commence in accordance with the statutory splits for employer and employee contributions.