

**Collective Bargaining Agreement**

**Between the City of Snoqualmie**

**and**

**Snoqualmie Police Association**

**2022-2023**

A G R E E M E N T

by and between

CITY OF SNOQUALMIE, WASHINGTON  
and  
SNOQUALMIE POLICE ASSOCIATION

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2022 - 2023

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# AGREEMENT

by and between

CITY OF SNOQUALMIE, WASHINGTON

and

SNOQUALMIE POLICE ASSOCIATION

2022 - 2023

This agreement is by and between the City of Snoqualmie, Washington, hereinafter referred to as the Employer, and the Snoqualmie Police Association, hereinafter referred to as the Association.

## **ARTICLE I                    RECOGNITION, ASSOCIATION MEMBERSHIP AND PAYROLL DEDUCTION**

- 1.1     Recognition: The Employer recognizes the Association as the exclusive bargaining representative for all Employees in the bargaining unit, which shall include all full time Law Enforcement Officers, excluding all officers above the rank of Sergeant, who choose to be members of the bargaining unit.
- 1.2     Union membership or non-membership is at the option of the employee.
- 1.3     Payroll Deduction: Upon the receipt of notice from the Association of the employees' authorization, the Employer shall deduct from the pay of all employees who are members of the Association and are covered by this Agreement, the dues and fees of the Association, and shall remit to the treasurer of said Association all such deductions on the last business day of each month. Where laws require written authorization by the employee, the same shall be furnished by the employee to the Association in the form required. The Association will provide written notice of said authorization to the Employer. The Employer will begin withholding dues no later than the second payroll period following notice from the Union Association that an employee has authorized dues withholding. No deduction shall be made which is prohibited by applicable law. The employee's authorization remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization. An employee's request to revoke authorization for payroll deductions must be in writing and submitted by the employee to the Association representative in accordance with the terms and conditions of the authorization. The Association shall provide notice to the Employer of an employee's written request to revoke authorization for payroll deductions for Association dues and fees. Upon receipt of such notice of revocation from the Association, the Employer shall end the deduction no later than the second payroll after receipt of the revocation notice. Unless otherwise provided herein, the Employer shall rely on information provided by the Association regarding the authorization and revocation of authorization for deductions.
- 1.4     The Association will indemnify, defend, and hold harmless the Employer against any claims made against the Employer on account of any deduction of dues for the Association, provided that the Association shall have no obligation to defend and indemnify the Employer if the result of the liability is a result of the City's own negligence. The Association agrees to refund the Employer any amounts paid to it in

error on account of dues deduction provisions upon presentation of proper evidence thereof.

## **ARTICLE II                   NON-DISCRIMINATION**

- 2.1 No employee shall be discriminated against for upholding Association principles or serving on a committee. The Employer and the Association shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, Association activities, marital status or the presence of any physical, mental or sensory disability or age; nor shall they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities, except as such may be a bona fide occupational qualification.
- 2.2 The Association agrees to not request arbitration of any grievance only alleging a violation of this article unless the grievant agrees in writing to accept the arbitrator's decision as final and binding in lieu of any other procedure or remedy that might be available to grievant.

## **ARTICLE III                   ASSOCIATION RIGHTS**

- 3.1 Association Official's Time Off: An Association Official who is an employee in the bargaining unit, shall be granted reasonable time-off without loss of pay for grievance processing/investigation and contract negotiation activities. Such activities shall not interfere with the normal routine functions of the Department.
- 3.2 Bulletin Boards: The Employer shall provide suitable space for an Association Bulletin Board on its premises, in an area which is frequented by all employees within the bargaining unit.
- 3.3 Probationary Period: All new employees, shall be required to serve a twelve (12) month probationary period after successful certification of the Washington State Basic Law Enforcement Academy. Laterally hired officers requiring Washington State certification, shall serve a twelve (12) month probationary period after successful certification of the Washington State Basic Law Enforcement Equivalency Academy. Laterally hired officers with Washington State Certification, shall serve a twelve (12) month probationary period from the date of hire
- 3.4 Termination During Probation: During the probationary period an employee may be terminated without cause.

## **ARTICLE IV                   HOURS OF WORK**

- 4.1 Regular Work Cycle: The work cycle for Police Officers and Sergeants shall consist of five (5) consecutive days worked followed by four (4) consecutive days off, followed by five (5) consecutive days worked followed by five (5) consecutive days off This shall be commonly referred to as the 19-day cycle. Each workday shall consist of ten and one sixth (10 1/6) consecutive hours. Regular work schedule is considered to be when the employee is working their current assignment without any restrictions.
- 4.1.1 When mutually agreed the Chief of Police can adjust an Officer or Sergeant's shift to a shift schedule to meet the Operational needs of the Department. An Officer or Sergeant assigned to this shift would be eligible for Holiday pay under Article VIII, Section 8.1.

- 4.1.2 Detectives: The work cycle for Detectives shall consist of a 40-hour workweek comprised of four (4) consecutive 10-hour days worked followed by three (3) consecutive days off. This shall be commonly referred to as the 28-day cycle. There will be two detective schedules: one shift working Monday through Thursday and a second shift working Tuesday through Friday. When more than one Detective shift is vacant, Detectives will select their shift based on seniority.

Detective schedules can be modified by the Employer when the Detective is performing an alternative assignment, provided that the Detective premium will continue during the modified assignment. Detectives receive holidays as provided in Article VIII.

Detective assignments are at the discretion of the Chief of Police. The Chief of Police may remove a police officer from a detective assignment with cause, or to meet operational needs. The police chief's re-assignment of a police officer from detective to meet operational needs is an exercise of management rights pursuant to Article XVI. Detective assignments will typically be for three (3) years, with one-year extensions if approved by the Chief.

- 4.1.3 School Resource Officer: Any Police Officer assigned as a school resource officer (SRO) will work a shift consisting of four (4) consecutive workdays of ten (10) hour shifts, followed by three (3) consecutive days off, referred to as a 4/10 schedule. The SRO will work a day shift that will allow them to be on duty while school is typically in session. The department may modify the hours of work for the SRO shift based on the needs of the department and the school district, or, during significant lengths of time when school is not in session, such as summer or winter break, based on the needs of the department.

- 4.2 Make-up Time: The 19-day cycle results in 1952 hours worked per year, exclusive of vacations and other leave time. The Association and the City of Snoqualmie agree that the lesser number of hours worked is in lieu of compensation for all holidays (120 hours), either as days off or holiday pay or holiday premium. All Officers and Sergeants shall also work an additional 8 hours per year. These 8 hours will not be paid time and will be reasonably scheduled by the Employer to facilitate training or other departmental needs. These 8 hours, along with the forfeited holiday premium and holidays (120 hours) are intended to equal 2080 hours worked for the purpose calculating the member's annual salary. Should the employer fail to schedule these 8 hours, the employee will not be required to make them up the following year and there will be no reduction in pay.

- 4.3 Meal and Rest Periods: A workday shift shall include a thirty (30) minute meal period and two (2) fifteen (15) minute rest periods, taken at the employee's discretion, which shall be paid time. Employees may at time be required to respond to emergency situations during meal and/or rest periods.

- 4.4 During the contract term, management and labor will convene for the purpose of evaluating the cost-benefits of current work schedules vs. other options, best practices and alternatives in the interest of employee recruitment, retention, police officer safety and community service needs. City reserves the right to open the issue of FLSA 7k exemption as part of the 4.4 evaluation.

- 4.5 Shift Exchange: Shift exchanges and standby will be administered by the Chief in the best interests of public safety. Shift exchanges can only occur between employees of the same rank, unless an exception is granted by the Chief, or designee.

- 4.6 Shift Supervision: There shall be shift supervision on duty at all times. Compensation shall be one hour of overtime when assigned to act as Shift Supervisor for four (4) or more hours of the employee's shift, consistent with Section 7.4. Qualifications shall be established by departmental policy. In order to accommodate training, personal time off, and other unforeseen circumstances, employees who have been approved by the Captain to act as an 'officer in charge' (OIC) may be used as a field supervisor to cover for a Field Sergeant.

## **ARTICLE V OVERTIME**

- 5.1 Unless otherwise provided by this Agreement, all work which has been authorized by the Employer in excess of the regularly scheduled shift, excluding 8 hours of make-up time, shall be paid at one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay or accrued as compensatory time at one and one-half (1-1/2) times the hours worked.
- 5.2 All non-emergency overtime, such as overtime for special events or shift coverage, shall be offered to employees on a rotating basis. No employee covered by this agreement shall be required or permitted to volunteer for any police related function. Attendance at police funerals or memorials in uniform shall not be compensated unless such attendance is required by the Police Chief.
- 5.3 Overtime shall be paid in increments of thirty (30) minutes, with the major portion of thirty (30) minutes paid as thirty (30) minutes.
- 5.4 The Employer may make reasonable adjustments to shifts to accommodate operational needs. No regularly scheduled shift will start after 2100 hours or before 0500 hours. A tentative schedule will be posted in the squad room detailing the shift requirements for the upcoming three (3) months. Notice of a schedule change will be made within 72 hours and notification will be by text message or phone call to personal phone.
- 5.5 Compensatory time off will be accrued at one and one-half (1-1/2) times the overtime hours worked at the discretion of the employee. An employee may at any time elect to be paid for some or all the employees accrued compensatory time at the employee's regular straight time rate of pay. No employee shall accrue more than forty (40) hours of compensatory time. No more than twenty-four (24) hours of compensatory time shall be carried over from year to year. All overtime in excess of forty (40) hours will be paid as overtime pay. All accrued compensatory time over twenty-four (24) hours shall be paid at the employee's regular straight time rate of pay at the end of each year.
- 5.6 Mandatory overtime will be used when a shift adjustment cannot be made by voluntary acceptance to fill the shift. Employees with the lowest overtime score / overtime worked will be required to work the mandatory overtime shift.

## **ARTICLE VI CALLBACK, COURT TIME AND STANDBY PAY**

- 6.1 Callback: An employee who is called back to work after having completed his normal shift and having left the premises, shall receive callback pay of a minimum of three (3) hours at the overtime rate of pay; provided however, if the call back can be handled by telephone or Virtual Private Network from the employee's home or otherwise remotely, and lasts thirty (30) minutes or less, the employee shall be paid for a minimum of one (1) hour at the overtime rate, and further provided, an employee who is required to report to work prior to his normal shift and is compensated for all time prior to the commencement of his regular shift, shall be

compensated for such pre-shift hours at one and one-half (1 1/2) the employee's regular straight-time rate of pay.

A Detective who is called back to duty less than three hours prior to the start of the employee's regular shift shall be paid only for the actual time worked at the rate of one and one-half (1 1/2) times the employee's regular rate of pay up to the time the employee's regularly scheduled shift begins and shall not be entitled to a 3-hour minimum payment under this section.

If the call back can be handled by telephone or Virtual Private Network from the employee's home or otherwise remotely, the employee shall be paid for a minimum of one (1) hour at the rate of one and one-half (1 1/2) times the employee's regular rate of pay.

6.2 Court Appearances: An off-duty employee required to testify under oath on behalf of the Employer in a criminal or civil case arising out of the employee's performance of duties as a police officer shall be compensated for at the overtime rate of pay, with a minimum of four (4) hours at one and one-half (1 1/2) times the employee's regular straight-time rate of pay. Officers not given a minimum of forty-eight (48) hours' notice of cancellation of the need to appear will be compensated for the minimum four (4) hour period.

6.3 Standby: An employee who is placed on Standby by the Employer shall receive ten percent (10%) of his regular straight-time hourly rate of pay for all hours assigned.

6.3.1 (From MOU on Standby)

Standby Duty for Detectives shall be assigned by the Chief of Police and will generally rotate on a weekly basis among those employees assigned as a Detective, with each Detective assigned to approximately two weeks per month. Detectives will be allowed to trade their rotation schedule with each other, with the Chief's approval. Employees on Standby must make sure that they are able to respond to the Snoqualmie Police Department within one hour. If they are unable to respond within one hour, they will notify dispatch. Employees on Standby shall be obligated to respond when called in to perform their regular duties. Employees shall not report to work while on Standby in a condition that would violate the Drug Free Workplace Policy. Employees assigned to Standby Duty will receive ten (10) hours at their straight time hourly rate of pay for each full week on Standby Duty, prorated in the event of a partial week. The Chief has sole discretion to decide whether to assign a take home vehicle to a Detective on Standby Duty and the Chief's decision cannot be grieved.

## **ARTICLE VII WAGES**

7.1 Employees covered by this Agreement shall receive the rates of pay as set forth in Appendix "A" to this Agreement for 2022, and 2023 which by this reference shall be incorporated herein as if set forth in fill.

7.2 Longevity Pay All employees employed as of May 1, 2010, shall continue to receive a monthly Longevity Pay in addition to their monthly rates of pay as follows:

<b>Service Time</b>	<b>Monthly Amount</b>
After 5 years	4%
After 10 years	6%
After 15 years	8%

All Employees employed after May 1, 2010 shall receive monthly Longevity Pay in addition to their monthly rates of pay as follows:

<b>Service Time</b>	<b>Monthly Amount</b>
After 5 years	2%
After 10 years	4%
After 15 years	6%

7.3 Education Pay: All employees will receive monthly Education Pay in addition to their monthly rates of pay for education achievement in approved fields of job-related studies as follows:

<b>College Credits</b>	<b>Monthly Amount</b>
45 Credits	\$50
AA Degree	\$100
135 Credits	\$150
BA/BS Degree	\$200

The following are recognized to be job related studies and are therefore recognized as approved fields of study:

- Police Science
- Political Science/Global Studies
- Sociology
- Psychology
- Community Service
- Business Administration
- Public Administration
- Communications (added but not Retroactive)
- General Studies (added but not Retroactive)

7.3.1 Transcripts of coursework and degree(s) completed shall be provided by the employee from a regionally accredited college or university in the United States.

7.4 When management assigns duties as an acting Sergeant, Officer in Charge or while training an employee as an FTO (Field Training Officer), the employee shall receive one (1) hour of overtime per shift worked.

7.5 Specialty Pay: Employees assigned to the following specialties shall receive the listed specialty pay while assigned. Employees assigned to more than one specialty may combine the specialty pays to a maximum of 3%. Specialty pay assignments shall be made at the discretion of the Chief of Police.

- Firearms Instructor 1.5%
- Defensive Tactics Instructor 1.5%
- EVOG Instructor 1.5%
- Taser Instructor 1.5%

**ARTICLE VIII HOLIDAYS**

8.1 Police Officers and Sergeants working the days and hours of work specified in Art. IV Section 4.1 shall not be entitled to holiday pay or time off. Hours worked in excess of those identified in Article IV, Section 4.1 shall be paid at twice the employee’s regular straight-time hourly rate of pay. Time worked on a holiday which falls on a regularly schedule workday



shall be paid as straight time. Time worked on a holiday which falls on a scheduled day off shall be paid at twice the employee's regular straight-time hourly rate of pay. There shall be no other compensation paid for work performed on a holiday.

8.2 The City recognizes the following holidays:

- New Year's Day
- Martin Luther King, Jr. Day (3<sup>rd</sup> Monday of January)
- President's Day (3<sup>rd</sup> Monday of February)
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- Two (2) "Floating Holidays" designated by the employee.

8.3 Detectives receive paid time off on each holiday listed above, for a total of not more than 130 hours of holiday time off per year. If a holiday falls on a Detective's regular day off, the Detective will take the holiday on another day that week. If the Employer requires a Detective to work on a holiday listed above, the Detective shall be paid at twice the employee's regular straight time hourly rate of pay for time worked on the holiday. [From existing MOU].

8.4 School Resource Officers will be entitled to holiday leave on the recognized holidays detailed in section 8.2 falling within the regular school year. A police officer assigned to serve as an SRO that is required to work on a recognized holiday falling within the regular school year will receive one and one-half times their regular rate of pay in lieu of holiday pay. There shall be no banking of holidays. The SRO when assigned to work patrol on a holiday will be paid the same as officers normally assigned to patrol duty on a holiday.

**ARTICLE IX VACATIONS**

9.1 Regular fulltime employees shall accrue paid vacation leave in accordance with the following schedule. Accrual of vacation leave shall begin upon the date of employment for each employee and thereafter on the employee's anniversary date.

UPON COMPLETION OF SERVICE HOURS/YEAR HOURS/MONTH

<b>Upon Completion of Service</b>	<b>Hours/Year</b>	<b>Hours/Month</b>
1 through 3 years	80 Hours	6.67 Hours
4 through 8 years	120 Hours	10.00 Hours
9 through 14 years	160 Hours	13.34 Hours
15 years	168 Hours	14.00 Hours
16 years	176 Hours	14.67 Hours
17 years	184 Hours	15.34 Hours
18 years	192 Hours	16.00 Hours
19+ years	200 Hours	16.67 Hours

- 9.2 Vacations shall be scheduled at the employee's request, subject to the needs of the Department. In the event scheduling conflicts occur, the employee with the most rank and then seniority shall be given preference in the selection of vacation time; provided the request is submitted and received by the Employer prior to March 1st of each year. After March 1st of each year, vacation shall be approved on a first come first served basis.
- 9.3 A. An employee shall not carry over from year to year accrued vacation in excess of three hundred twenty (320) hours. Accrued vacation leave in excess of 320 hours shall be forfeited on the employee's anniversary date. For this section "year to year" means "anniversary date to anniversary date."
- B. An employee may be granted an extension of this provision if the employer denies vacation leave, or the employee is unable to take vacation leave due to circumstances beyond the employee's control. The employee's request for extension shall be submitted in writing to the Police Chief 60 days prior to the employee's anniversary date. A decision will be communicated to the employee 45 days prior to the employee's anniversary date. An employee who is granted an extension of this provision shall be required to reduce the excess to 320 hours or less within six months immediately following the approved extension. If the employee cannot reduce accumulated vacation below 320 hours during the period of extension because of operational needs of the Department, the employee shall be paid for carried over vacation after six months.
- 9.4 Upon termination of employment, employees shall be paid for all accrued vacation at their regular straight time rate of pay.

#### **ARTICLE X SICK LEAVE**

- 10.1 Employees shall accumulate sick leave, relevant to their shift and hours worked per day. An eight (8) hour workday accrues eight (8) hours per month and a ten (10) hour workday accrues ten (10) hours per month; provided, however, no employee shall be accredited with an accumulate greater than seven hundred twenty (720) hours.
- 10.2 Sick Leave Buy Back. Should an employee's sick leave accrual exceed the maximum accrual set forth within section 10.1, the employee shall receive compensation equal to thirty-three percent (33%) of the sick leave hour which exceed the afore-referenced maximum accrual at the employee's regular straight- time hourly rate of pay. The calculation of available sick leave buy back shall be made by the employer during the month of November and shall be paid to the Employee on December 31 of each year.
- 10.3 Sick Leave shall not be charged against an employee on a regularly scheduled day off.
- 10.4 Usage: Such sick leave shall be granted upon application before or within a reasonable time after the absence, depending on the circumstances of each case. Each employee shall use sick leave solely for the purpose of bona fide illness or injury and utilization of sick leave for any other purpose shall be cause for disciplinary action. The Employer may require that the employee, after three (3) days of concurrent illness, furnish a physician's proof of illness. Physical illness or injury of the employee or an employee's immediate dependents, doctor, dental appointments as well as forced quarantine of the employee in accordance with the State or Community Health Regulations shall be approved grounds for sick leave.

- 10.5 Under Washington State Law, immediate family member is defined as:
1. A child including: a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status.
  2. A parent including: a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
  3. A spouse
  4. A registered domestic partner
  5. A grandparent
  6. A grandchild
  7. A sibling
- 10.6 Bereavement Leave: In the event of a death or critical illness in the employee's "immediate family," he may be granted leave of absence not to exceed three (3) working days. The term "immediate family" shall be defined as spouse and children of the employee and/or grandmother, grandfather, mother, father, brother, sister, father-in-law, mother-in-law, or other relative living in the employee's household.
- 10.7 An employee may be excused by his department head to attend funeral services of a deceased City employee without loss of pay.
- 10.8 Notwithstanding any provision to the contrary that may be contained elsewhere within this Agreement, and on approval of the Police Chief, employees will be entitled to the entitlement under the Family and Medical Leave Act of 1993. During such leave, the employer will continue the employee's health insurance benefits on the same basis as active employees.
- 10.9 Light Duty In the event a LEOFF II employee suffers a short-term disability or illness that prevents the employee from performing their full range of duties for a period of two (2) weeks or more, the Employer shall consider an employee's request for light duty work when available. Short term shall mean ninety (90) days or less. The Light Duty provisions of this Agreement shall not amend or modify the requirements for physical and/or mental fitness by the Civil Service Rules and Regulations, as amended, and will not interfere with the application of Civil Service Rules requiring fitness for duty. The Chief shall determine the employee's light duty schedule.
- 10.10 Light duty assignments, when granted, shall only be for work that does not require the physical and/or mental standard for "on duty Police Officers." The availability and content of work that does not require full "on duty" physical and/or mental fitness shall be determined by the Police Chief. Employees granted Light Duty assignments, and who accept same, shall be compensated at their normal rate of pay and may be required to work a modified schedule while on light duty status.
- 10.11 Whenever any member of the Association is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of his or her duties, he or she shall become entitled to, regardless of his or her period of service with the City of Snoqualmie, a leave of absence while so disabled for the period of disability, not to exceed six months or

until a disability retirement under LEOFF is granted. During the disability period, the member will continue to receive all contracted benefits.

## **ARTICLE XI HEALTH AND WELFARE INSURANCE BENEFITS**

**Medical Insurance:** The employer shall provide such medical insurance coverage, for those employees to whom it applies, as is mandated by RCW 41.26, the Law Enforcement Officers and Fire Fighters Retirement System Laws of 1969, as revised.

- 11.1 Starting January 2022, the AWC Regence HealthFirst 500 Plan, with HRA of \$3,500 (employee only) and \$7,000 (employee and family).
- 11.2 The AWC HDHP/HSA Plan will be added as an option starting January, 2020.
- 11.2.1 For those choosing the AWC HDHP/HSA Plan, the City will add a one-time \$1500 signing bonus to go into the HSA account for those bargaining unit members in the new Section 11.2.1 above. The annual HAS contribution will then be \$1500 for those employees and \$3000 for those employees with dependents, with annual carry-over. A monthly contribution for the payments into the HSA will be made by the Employer. If an employee should leave during any given year that they are participating in the HDHP/HSA Plan, this will alleviate any overpayment into the HSA.

Effective January 1, 2019, the City will continue to pay 100% of the medical insurance premiums for each employee and eligible dependents for the applicable AWC Regence Plan for the term of this Agreement.

- 11.3 **Dental:** The Employer shall pay one hundred percent (100%) of those premiums necessary for the purchase of employees and dependent coverage under the Association of Washington Cities, Washington Dental Service, Plan F, which shall include Plan V Orthodontia benefits.
- 11.4 **Vision:** The Employer shall pay one hundred percent (100%) of the premium necessary for the purchase of employee and dependent coverage under the Association of Washington Cities Western Vision Service Plan (\$10.00 deductible).
- 11.5 **Life Insurance:** The Employer shall pay one hundred percent (100%) of those premiums necessary to purchase and maintain Group Basic Term Life Insurance coverage for each employee in the amount of three hundred thousand dollars (\$300,000.00) payable to the beneficiary designated by the employee.
- 11.6 During the life of this agreement, the Employer shall continue to pay those premiums necessary to maintain the currently existing level of benefits set forth within this Article.
- 11.7 **Deferred Compensation:** Effective upon ratification the Employer shall match an employee's contribution to the Employer provided Deferred Compensation Plan on a one (1) for one (1) basis (one (1) Employer dollar for every employee dollar), up to the maximum Employer contribution of one hundred dollars (\$100.00).
- 11.7.1 Effective July 1, 2019, the Employer shall contribute one hundred dollars (\$100.00) per month to the Deferred Compensation Plan of each employee who is represented under this Agreement. This one

hundred-dollar (\$100.00) contribution does not require a match by the employee. There shall be no change to the intent of Section 11.7 as Section 11.7.1 is separate.

11.7.1.1 It is the employee's responsibility to enroll in the Deferred Compensation Plan. The \$100 per month contribution cited in Section 11.7.1 shall begin at the employee's enrollment date for new accounts being established. For those employees with existing accounts, it is the responsibility of the employee to complete the necessary form(s) to increase the \$100 monthly amount being contributed by the Employer.

11.8 Preventative Care: The Employer shall pay the cost for all preventative vaccinations as needed by employees for occupational related diseases, Hepatitis B, Tetanus and flu vaccinations.

11.9 Shared Leave Policy per City Resolution.

## **ARTICLE XII UNIFORMS AND EQUIPMENT**

12.1 The Employer shall provide each employee with the following listed uniform equipment: pistol, patrol rifle, ammo magazines, handcuffs, asp-baton, pepper spray, flashlight, taser and all related leather or nylon gear required to carry these items. In addition to this equipment, the Employer will provide the equipment items found in Appendix B and provide replacements as necessary to properly maintain the employees uniform in a presentable manner, subject to Department procedures for replacement of uniforms and equipment on a fair wear and tear basis. Ballistic Vest/Outer carrier vest (body armor) shall be replaced every five (5) years or when necessary due to damage or manufactures recommendation.

12.1.1 In addition to 12.1, Detectives shall receive an annual clothing allowance of \$800. The allowance will be paid on the initial date of the detective assignment, and annually thereafter. It shall be the responsibility of the Association Member assigned to the position to request the annual allowance on or after their anniversary in the position. In the event the Association Member voluntarily assumes a different position within Department a monthly pro rata share of the allowance shall be returned to the City.

12.2 Employees shall be held accountable for all protective clothing or protective devices assigned to the employee by the Employer. Loss or destruction of items of clothing or protective devices shall be replaced by the Employer where said loss was incurred as a direct result in the performance of the employee's job duties not due to the employee's intentional act or negligence. Accountable items of clothing or protective devices assigned to an employee which are lost or mutilated as a direct result of the employee's negligence shall be replaced by the employee.

12.3 All uniforms and equipment issued by the Employer to each employee shall remain the property of the Employer.

12.4 Cleaning: The Employer shall provide a contract cleaning service which shall provide for the dry cleaning of any uniform worn that requires dry cleaning.

## **ARTICLE XIII MISCELLANEOUS**

13.1 Training: Training which an employee is required to attend by the Employer which is not part of the employee's regular or modified schedule shall be paid pursuant to Article V Overtime the overtime rate. An employee shall not be eligible for any overtime resulting from attendance at any training school or session in lieu of a scheduled workday (maximum regularly scheduled number of shift hours). The Chief will provide at least seven (7) calendar

days' notice of changes to the employee's regular schedule for training the employee is required to attend.

13.2 Employees who attend training that requires overnight accommodations shall be paid at the straight-time rate for all travel and lodging time associated with the training with a maximum of eight (8) hours per day; provided that they are traveling during a regularly scheduled workday, or if on a day off, the training was specifically required by the Employer. For employees on a day off where training was voluntary, no compensation will be paid for travel and lodging time.

13.3 Bill of Rights: Employees shall be entitled to those rights specified in the Police Officer's Bill of Rights as set forth in Article 19 of this agreement which by this reference shall be incorporated herein as if set forth in full.

13.4 Seniority: Seniority in the Police Department shall be defined as continuous active service within the Department. If two (2) or more employees are hired on the same day, their seniority shall be determined by the employee's ranking on the Civil Service list.

Seniority in Civil Service classifications above police officer shall be determined by length of continuous active service within the classification. Employees promoted on the same day shall have their seniority determined by the ranking established by the Civil Service promotional process.

13.5 Unless required under the Uniformed Services Employment and Reemployment Act (USERRA), seniority will not accrue for the period the officer is inactive from employment with City of Snoqualmie. Seniority will continue to accrue for employees unless the employee takes an unpaid leave of absence greater than thirty (30) days. (OK – 12/04/18)

13.6 Reduction in Force (Layoff)

Subject to City of Snoqualmie Civil Service Rules and Regulations, the following procedure shall be followed in layoff(s).

1. In the case of a reduction in force (layoff), the least senior bargaining unit employee shall be laid off. In the case of reduction in rank, the least senior employee within that rank shall be reduced.
2. If the reduction in rank results in the need for reduction in force, the employee reducing in rank shall bump the least senior bargaining union employee. It is understood that staffing levels may be reduced as a result of a reduction in department commissioned personnel.
3. In the case of a layoff, the employee shall be placed on a re-hire list for one (1) year. The employee is responsible to ensure the City has their current phone number and address. Employees laid off last will be the first to be recalled. All recalled employees must prove they are medically and physically fit to return to work.
4. It is understood that if there is a reduction in force, there may also be a reduction in staffing levels.

#### **ARTICLE XIV DISCIPLINE**

- 14.1 The Employer shall not discipline a permanent employee without just cause.
- 14.2 A written warning shall be given prior to discipline being imposed for performance or conduct issues the employer determines to be minor. Such written warning letter shall state the nature of the performance or conduct improvement required and the time period in which improvement is expected to occur.

#### **ARTICLE XV GRIEVANCE PROCEDURE**

- 15.1 A. Grievance is defined as a dispute involving the interpretation or application of the express provisions of this Agreement that arise during the term of this Agreement. It is the intent of the parties that the following procedure is the exclusive remedy for resolving disputes as defined herein. The employee shall have the right to Association representation in all steps of grievance procedure. When the term "days" is used, it shall refer to calendar days. The employee, the Association or the Employer can file a grievance.
- B. At the option of the Employee, the employee may choose to process any alleged grievance through this Article XV or through the Civil Service laws and rules of the City of Snoqualmie.
- 15.2 Step One: The employee or Association, as the case may be, shall first reduce to writing a statement of the grievance containing the following: a) the facts on which the grievance is based; b) a reference to the provision in this agreement; c) the remedy sought. The grievant shall submit the written statement of grievance to the Police Chief within fifteen (15) days. In the event the grievant does not present such grievance within fifteen (15) days of its occurrence or reasonable knowledge of the occurrence, the grievance shall be invalid and subject to no further processing. The Chief or designee shall have fifteen (15) days from submission of the written statement of the grievance to resolve the matter or deny the grievance. If resolved, the disposition shall be indicated on the written statement and signed by the Chief or designee and the Association.
- 15.3 Step Two: If the grievance is denied at Step 1, a written statement of grievance shall be submitted within fifteen (15) days of the date of the denial to the City Administrator. The City Administrator, or designee, shall have thirty (30) days from the submission of the written statement to resolve or deny the grievance. If any agreeable disposition is made, the City Administrator or designee and the Association shall sign it.
- 15.4 Step Three: If the grievance is denied at Step 2, the Association may request arbitration within twenty (20) days of the denial. Arbitration is the exclusive right and remedy of the Association, which in its sole discretion to determine which matters will be moved forward to Arbitration. This request must be submitted in writing. Arbitration of a grievance involving a matter other than a dispute or disagreement regarding any disciplinary action, discharge, or termination of an Association member shall be governed by the provisions of Articles 15.4 – 15.11 of this Agreement. Representatives from the Employer and the Association shall consult within seven (7) days of the date written request for arbitration is submitted to attempt to agree on an arbitrator. If the parties cannot agree within three (3) days, the parties shall jointly request the Public Employment Relations Commission (PERC) to provide a list of nine (9) arbitrators. The Employer and the Association shall alternatively strike one name from the list until only one name remains. The order of striking shall be determined by the toss of the coin, the loser striking the first name. The one name remaining shall be the arbitrator.

- 15.5 The arbitrator shall hold a hearing at which the parties may submit their case concerning the grievance. The arbitrator shall have no power to render a decision that shall add to, subtract from, alter, change or modify the terms of this agreement. The arbitrator's power shall be limited to interpretation and application of the express terms of this Agreement. The decision of the arbitrator shall be final and binding on the Association, the Employer and the employees involved.
- 15.6 The expense of the Arbitrator, the cost of the hearing room and the cost of a shorthand reporter, unless such one is paid by the State of Washington, shall be borne equally by the Employer and the Association. Each party shall be responsible for their own representation costs, including attorneys' fees.
- 15.7 There may be some instance where an outside agency or party may be used for arbitration in lieu of PERC, if both the Employer and Association agree.
- 15.8 The arbitrator shall have no right to amend, modify, nullify, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Association and shall have no authority to make a decision on any other issue so submitted.
- 15.9 The arbitrator shall be without power to make decisions contrary to, or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and Association and shall be based solely on the arbitrator's interpretation or application of the express terms of the Agreement and to the facts of the grievance presented.
- 15.10 The parties may mutually agree in writing to extend any deadline contained in this grievance procedure. Absent such agreement, a grievance shall be considered resolved against the party that fails to meet any deadline contained in this grievance procedure and the grievance shall not be subject to any further processing, including arbitration.
- 15.11 Arbitration of a grievance arising out of a dispute or disagreement regarding any disciplinary action, discharge, or termination decision shall be governed by RCW 41.58.070, applicable law and Articles 15.6, 15.8 and 15.9 of this Agreement.

## **ARTICLE XVI MANAGEMENT RIGHTS AND RESPONSIBILITIES**

- 16.1 The Union recognizes any and all rights, powers and authorities, which are not modified by this agreement, as being retained by the Employer. These rights include but are not limited to the following:

To maintain efficiency and to make, alter, and enforce reasonable policies and procedures to be observed by the employees. This shall include, but not be limited to, the following topics:

To direct, hire, evaluate, promote and lay off employees as covered by the Civil Service promotional and layoff processes, transfer, and for just cause, suspend, discipline or dismiss employees. Probationary employees may not use the grievance procedure to contest any disciplinary/discharge decision of the Employer.



To evaluate jobs and positions, classify positions, establish performance standards, qualification requirements of employees and specify the employee's duties and work hours.

To manage and operate the services in all respects and without restrictions.

To establish the location and number of police precincts and services to be rendered, the methods, the work procedures, the type of equipment to be used; to select, control and direct the use of all materials required in the operation of the services provided and performed.

To schedule work, to make, alter and enforce policies and regulations governing the use of material, equipment and services that may be deemed necessary.

The above is not intended to be exclusive and shall not exclude any historical or normal rights of management. The Union may raise issues of binding past practice through the grievance procedures.

#### **ARTICLE XVII SAVINGS CLAUSE**

17.1 It is the intention of the parties hereto to comply with all applicable law and they believe that each and every party to this Agreement is lawful. All provision of this Agreement shall be complied with unless any of such provision shall be declared invalid or inoperative by a Court of final jurisdiction.

17.2 Should any provision of this Agreement and/or any attachments hereto beheld invalid by operation of Law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal, the remainder of this Agreement and/or any attachments hereto 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 provisions and/or any attachment hereto.

#### **ARTICLE XVIII DURATION**

18.1 This Agreement shall be effective on the first date of the month of May, 2022 following the signing of the Agreement by both parties and shall remain in full force and effect through December 31, 2023 unless otherwise provided for herein and shall remain in effect during the course of negotiations on a new Agreement.

18.2 Within six (6) months prior to the termination date of this Agreement, the Association or the Employer shall open this Agreement for the purpose of negotiating a successor Agreement to this Agreement.

#### **ARTICLE XIX BILL OF RIGHTS**

19.1 Bill of Rights: All employees shall be entitled to the protection of what shall hereinafter be termed as the " Bill of Rights" which shall be added to the present Rules and Regulations of the City of Snoqualmie 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 these contacts come many questions concerning the actions of members of the department. These questions often require immediate investigations by supervising officers designated by the Police Chief. 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 put forth:

- 19.2 In criminal matters an employee shall be afforded those constitutional rights available to any citizen. In non-criminal matters relating to job performance, the following guidelines shall be followed.
- 19.3 “Interview” of a subject employee” as used herein shall mean any questioning by an agent of the City who is conducting an investigation (as opposed to a routine inquiry) of the employee being interviewed, when the agent knows (or reasonably should know) that the questioning could result in employee discipline. This section shall not apply to an investigation concerned solely and directly with alleged criminal activities.
- 19.4 Before an interview of a subject employee, the employee shall be informed of the matter in sufficient detail to reasonably apprise them of the factual basis of the matter. This shall not operate as a waiver of the Association’s right to request bargaining information from the City. Nor shall anything in this Article prohibit the Employer from disciplining, including discharge, an officer convicted of a crime.
- 19.5 Any interview of an employee shall be at a reasonable hour, preferably when the employee is on duty unless the exigencies of the investigations dictate otherwise. If the employee is required to be interviewed off duty, the employee shall be compensated.
- 19.6 The interview shall not violate the individual's constitutional rights, which are afforded any citizen, regardless of occupational position and shall take place at the Police Department facility, except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately with an attorney of his own choosing and/or a representative of the Association before being interviewed. An attorney of his own choosing and/or a representative of the Association may be present during the interview but may not participate in the interview except to counsel the employee.
- 19.7 The questioning shall not be overly long, and the employee shall be entitled to such reasonable intermissions as he shall request for personal necessities, meals, telephone calls and rest periods. No more than two interviewers may ask questions of an accused employee. Any employee refusing to answer questions directly related to the investigation may be ordered to answer questions administratively or be subject to discipline for insubordination. Nothing ordered may be provided or used in a criminal investigation.
- 19.8 The employee shall not be subjected to any offensive language, nor shall he be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain his resignation, nor shall be intimidated in any other manner. Neither promises nor rewards shall be made as an inducement to answer questions.
- 19.9 The Employer shall not require any employee covered by this Agreement to take or be subjected to a lie detector test as a condition of continued employment, nor shall such evidence be offered at any disciplinary hearing without stipulation of the parties.
- 19.10 The Department will audio record any interview. Upon request, a copy of the recording/transcript (if made) will be provided to the officer.
- 19.11 Any final disciplinary decision shall be announced within six (6) months of the time that the Employer undertakes the investigation. The Association will not unreasonably deny requests for additional time.

- 19.12 An employee shall be permitted to read any adverse material affecting their employment before it is placed in the Employer's official personnel file. The Employee will be able to respond in writing and have it attached to the adverse material.
- 19.13 No officer shall be disciplined solely for being placed on a prosecutor's Brady list.
- 19.14 An Employee using deadly force while exercising authority as a Police Officer shall be allowed to consult with a Union representative or attorney upon request prior to being required to give an oral or written statement about the use of deadly force. Such right to consult shall be based on the nature of the incident but shall not delay the giving of the statement more than 72 hours. Deadly force is defined as any use of force that creates a substantial risk of causing death or serious bodily injury.

## **ARTICLE XX PERSONNEL POLICIES**

- 20.1 In addition to the Employer's personnel records policy as set forth in the city of Snoqualmie Personnel Policies, all members of the bargaining unit shall have the additional right to:
- 20.2 Review their personnel file with a minimum of two (2) City business days' notice given to Human Resources.
- 20.3 May receive copies upon request of items in their personnel file.
- 20.4 Pursuant to RCW 40.14.070(4), personnel records for any peace officer must be retained for the duration of the officer's employment and a minimum of 10 years thereafter. Such records include all misconduct and equal employment opportunity complaints, progressive discipline imposed including written reprimands, supervisor coaching, suspensions, involuntary transfers, other disciplinary appeals and litigation records, and any other records needed to comply with the requirements set forth in RCW 43.101.095 and 43.101.135.
- 20.5 In the event the Snoqualmie Police Department convenes a Review Board(s) (Use of Force or Accidents), there shall be an Association representative, appointed by the Association, as a voting member on the Review Board.

## **ARTICLE XXI WFML PROGRAM**

Eligible employees are covered by WFML Program per RCW 50A.04. Eligibility for leave and benefits, which take effect January 1, 2020, is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are established by law and total 0.4% of employees' wages (unless otherwise limited by action of the State). Employees will pay, through payroll deduction, the full cost of the premiums associated with family leave benefits and 45% of the cost of premiums associated with the medical leave benefits, as determined under RCW 50A.04.115. The employer will pay the remaining premium amounts. Following finalization of regulations implementing RCW 50A.04 either party may reopen this agreement for the purpose of bargaining over issues related to the interrelation between leaves available under this Agreement and benefits provided by statute.

SNOQUALMIE POLICE ASSOCIATION

CITY OF SNOQUALMIE

Chase Smith  
Chase Smith, President  
5/17/2022  
Date

Katherine Ross  
Katherine Ross, Mayor  
5/20/2022  
Date

ATTEST:

Deborah A. Estrada  
Deborah A. Estrada, City Clerk

APPROVED AS TO FORM:

Bob C. Sterbank  
Bob C. Sterbank, City Attorney

**APPENDIX "A"**

to the AGREEMENT by and between  
CITY OF SNOQUALMIE, WASHINGTON  
And  
SNOQUALMIE POLICE ASSOCIATION  
2022-2023

A.1 CLASSIFICATION RATES

2022 3.7%	A	B	C	D	E	F
P Officer	\$6,100	\$6,710	\$7,045	\$7,395	\$7,764	\$8,154
P Sergeant	\$8,564	\$8,988	\$9,437	\$9,909		
2023: Wages for 2023 shall be adjusted in accordance with the CPI-W Seattle-Tacoma-Bellevue from June 2021 to June 2022 and with a minimum of 2% and a maximum of 4%.						

- A.2 The STEPS set forth within Section A.1 are automatic progression pay STEPS each being twelve (12) months in duration.
- A.3 New employees may be given credit for prior law enforcement experience in computing Entry salary. Such experiences may qualify the employee to start at any step as recommended by Police Chief and approved by the Mayor.
- A.4 Active members of the Snoqualmie Police Association, at the time of ratification, will be eligible to receive retroactive pay to January 1, 2022.
- A.5 For years 2022, and 2023, each year shall be increased over the previous year by the following percentages:
- |      |  |
|------|--|
| 2022 | Three-point seven percent increase (3.7%)  |
| 2023 | Equal to the CPI-W Seattle-Tacoma-Bellevue from June 2021 to June 2022 and with a minimum of 2% and a maximum of 4%. |
- A.6 Detective Premium: Employees assigned to Detectives shall receive a premium of 4% above their current step Police Officer base wage while assigned to detectives, as set forth in Appendix A. If a Detective is required to work patrol to cover shifts or due to an emergency, the Detective will continue to receive Detective premium pay.
- A.7 School Resource Officer (SRO) Premium: Employees assigned to SRO shall receive a premium of 4% above their current step Police Officer base wage while assigned to SRO, as set forth in Appendix A. If an SRO is required to work patrol to cover shifts or due to an emergency, the

SRO will continue to receive SRO premium pay. While the school district is not in session for regular scheduled mid-winter, spring, or summer breaks, the SRO will continue to receive SRO premium pay. School Resource Officer assignments will typically b for three (3) years, with one-year extensions if approved by the Chief.

**APPENDIX “B”**  
**SNOQUALMIE POLICE DEPARTMENT PROPERTY AND EQUIPMENT**

As Approved by the Police Chief

- Snoqualmie Police Department Badge (Uniform and Flat)
  - Snoqualmie Police Department Identification (Commission) card
  - Snoqualmie Police Department Cap Piece
  - Snoqualmie Police Department patches and insignia
- 
1. Ammunition
  2. Ballistic Vest/Outer carrier vest
  3. Baseball cap
  4. Baton and ring
  5. Belt - Duty belt and keepers
  6. Belt - Inner
  7. Belt light with light holder
  8. Boots
  9. Business Cards
  10. Dress shoes
  11. Flashlight and holder
  12. Gloves
  13. Handcuffs and case
  14. Handgun with laser/light
  15. Holster
  16. Jacket – duty
  17. Jacket – softshell
  18. Jumpsuit (1 every 2 years)
  19. Key holder (silent carrier) Magazine case
  20. Pants – Two Class A Pants – Two Class B Polo Shirt
  21. Portable radio and holder Rifle
  22. Raincoat
  23. Safety (reflective) vest
  24. Shirts - Two long sleeve Shirts – two short sleeve Training Pants
  25. Taser and holster
  26. Three magazines
  27. Winter beanie

All equipment issued by the Snoqualmie Police Department shall remain the property of the department and shall be returned upon request.

As approved by the Police Chief and updated – 04/24/19