

RESOLUTION NO. 20-1336

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF BLACK DIAMOND AND BLACK DIAMOND POLICE OFFICERS ASSOCIATION ALONG WITH THE MEMORANDUM OF UNDERSTANDING

WHEREAS, the Black Diamond Police Officers Association (the "Association") is the authorized bargaining representative for the Black Diamond Police Officers; and

WHEREAS, the Association was formed in 2008; and

WHEREAS, the current agreement ended December 31, 2019; and

WHEREAS, the City negotiating team has reached tentative agreement with the Association for a new three year Collective Bargaining Agreement ("CBA") effective January 1, 2020 through December 31, 2022 (attached hereto as Exhibit A) and the City negotiating team has recommended that the Council ratify the CBA; and

WHEREAS, the Association has executed the CBA along with the Memorandum of Understanding (MOU); and


WHEREAS, the Council has reviewed the CBA and Memorandum of Understanding and finds it is in the best interests of the City and its employees to authorize the Mayor to execute the CBA and MOU;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Council hereby authorizes the Mayor to execute the CBA as attached hereto as Exhibit A.

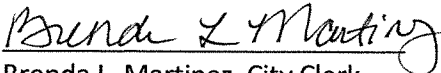
Section 2. The City Council hereby authorizes the Mayor to execute the MOU, as attached hereto as Exhibit B.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF FEBRUARY, 2020.



Carol Benson, Mayor

Attest:



Brenda L. Martinez, City Clerk

AGREEMENT

by and between

CITY OF BLACK DIAMOND

and

**BLACK DIAMOND POLICE OFFICERS
ASSOCIATION (F.O.P.)**

January 1, 2020 – December 31, 2022

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**AGREEMENT BETWEEN
CITY OF BLACK DIAMOND
and
BLACK DIAMOND POLICE OFFICERS ASSOCIATION (F.O.P.)**

THIS AGREEMENT is made and entered into by and between the City of Black Diamond, hereinafter referred to as the "Employer" or the "City," and the Black Diamond Police Officers' Association (F.O.P.), hereinafter referred to as the "Association."

PREAMBLE

WHEREAS, it is the purpose of this agreement to maintain a high level of performance in the operation of the Black Diamond City government, together with promoting efficiency, initiative, and harmonious relations between the Employer and the Association, and to provide for the rights, well-being, and security of the parties involved; and

WHEREAS, the parties have agreed to certain terms and conditions of wages, hours, and working conditions of employment for employees of the Employer as listed herein and wish to reduce the agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY AGREED TO AS FOLLOWS:

ARTICLE 1 - RECOGNITION

- 1.1 The Employer recognizes the Association as the sole collective bargaining agent for all regular full time and regular part time commissioned law enforcement officers of the Police Department, including sergeants, and excluding supervisors, confidential employees, and all other employees.

ARTICLE 2 - ASSOCIATION MEMBERSHIP

- 2.1 The Employer agrees that all employees covered under this agreement shall have the right to join the Association. Employees with questions about Association membership shall consult with an Association or FOP representative.
- 2.2 The Employer will furnish the Association on a current basis notice of all permanent and permanent part time employees as defined in Article I who have been hired, rehired, transferred, laid off or terminated.
- 2.3 If the Employer schedules a Collective Bargaining Agreement negotiation meeting during the scheduled shift of the Association member that represents the Association, then that member may attend the meeting, in paid status, provided the member remains ready to respond to emergency call out at all times. Any other Association members that attend the meeting, other than the one designated representative, shall do so in an unpaid status.

- 2.4 The Association shall be afforded thirty (30) minutes during each newly hired employee's regular working hours for purposes of presenting information about the bargaining unit and Association representation ("orientation"). One (1) employee acting in the capacity of an Association representative will be provided thirty (30) minutes paid release time to provide the orientation, provided no interruption to the Employer's business or risk to public safety. Orientation shall generally occur within the first two (2) weeks of hire, but in no instance any later than ninety (90) calendar days.
- 2.5 The Association may use the City's premises for Association meetings, provided space is available and there is no disruption to City business. On-duty Association members may attend Union meetings, provided they remain available to complete daily work tasks and respond to emergencies.

ARTICLE 3 - CHECK-OFF OF DUES

- 3.1 The Employer agrees to deduct Association dues from the wages of each employee as qualified in Section 3.2 below. The Employer agrees to forward such dues to the account of the Association monthly.
- 3.2 The Employer shall deduct Association dues from the wages of each employee in the bargaining unit who signs an authorization card to that effect, with a copy of the authorization card given to the Employer and the Association for certification purposes. Employees requesting to revoke their authorization for deductions shall submit a written request to the Association. The Employer will stop deductions after receiving confirmation from the Association that the requesting employee has properly revoked authorization. Every effort will be made by the Employer to stop monthly deductions the first payroll cycle after confirmation is received by the Association, but in no event later than the second payroll cycle.
- 3.3 The Association agrees to defend, indemnify, save and hold the City harmless from, for and against any and all claims arising from the application of this article.

ARTICLE 4 - WORK SCHEDULE

- 4.1 Establishing and changing the work schedule is a management right. Generally, the regular work schedule shall consist of the "4/10" work schedule: A work day shall consist of ten (10) consecutive hours including time for lunch when the employee is on call during the lunch period. The Chief of Police has the right to assign an alternate work schedule for employees when assignments, special duties, training, vacations, sick time, and other circumstances preclude the use of the regular work schedule. Absent an emergency, or the circumstances described above, the Employer shall notify the Association in writing, no less than 14 calendar days before a change in the regular work schedule (i.e. 4-10's

vs. 5-8s). If the Association provides written notice within the 14 day period that it wishes to discuss the change before it is implemented, then the Employer agrees not to implement the change for 30 more days in order to give sufficient time to confer with the Association.

- 4.2 The parties may, upon mutual consent, meet and discuss alternative work shifts.

ARTICLE 5 - OVERTIME

- 5.1 Overtime shall be defined as all hours worked beyond forty (40) hours from between 2400 hours on Saturday to 2359 the following Saturday. Hours of work shall include sick leave, vacation, compensatory time, holiday and any other City provided leave. Voluntary shift swapping shall not result in the payment of overtime. Training time shall be considered compensable hours of work. Training time consisting of more than seven (7) hours in a day shall constitute a regular work day for compensation purposes, regardless of whether the time spent is more or less than the regular work day. For example, if the training lasts 7 1/2 hours, the Employee will be compensated for 10 hours if they normally work a 10 hour shift. If the training lasts 11 hours the Employee would be compensated for 10 hours if they normally work a 10 hour shift.
- 5.2 Except as specifically modified herein, the Employees shall be entitled to all of the benefits in the Fair Labor Standards Act.
- 5.3 Employees on their day of rest that are subpoenaed to appear in court on a criminal case, or called back to work, shall be compensated at a minimum of three (3) hours at the overtime rate of pay. If an employee is called back to work due to the employee's own failure to perform necessary work tasks (e.g., failure to complete an urgent probable cause report before leaving the last shift worked, failure to submit monthly productivity stats on time, etc.), the employee will be paid only the time actually worked, excluding travel time.
- 5.4 Officers not notified of a cancellation of a scheduled criminal court appearance within twelve (12) hours of the scheduled appearance shall be compensated at a minimum of three (3) hours at the overtime rate of pay, only if they called the Court the day before and were advised that their Court appearance was still required.
- 5.5 Department wide meetings are not subject to the call back minimum set forth above, and Employees required to attend department wide meetings will be paid the appropriate rate of pay for actual time spent in the meeting, with a three (3) hour minimum. Training for all employees may be conducted during the department meetings.
- 5.6 Any employee, if agreed to by the Employer, may elect to accrue compensatory time off at the rate of time and one-half (1.5) in lieu of overtime payments up to a

maximum accumulation of forty (40) hours. Requests to utilize accrued compensatory shall be made to the Chief or their designee. Requests to utilize compensatory time off shall be granted in accordance with the Fair Labor Standards Act.

- 5.7 At the start of each calendar month, sergeants of the Department shall receive three (3) hours of compensatory time off. Compensatory time off under this Section is provided as the exclusive compensation for time spent by sergeants responding to work-related telephone calls during off-duty hours, provided, however, that sergeants who are called back to work after receiving an off-duty telephone call shall be paid as provided elsewhere in this Agreement. Should the City have an unfilled sergeant position, or when a sergeant is on leave for one (1) or more consecutive calendar months without a replacement, the amount of compensatory time off per calendar month shall increase to four (4) hours and shall remain at this rate until sergeant staffing levels are restored. A sergeant is eligible for compensatory time off only in those calendar months in which the sergeant works at least one (1) shift (*i.e.*, compensatory time is not provided to sergeants on an extended leave of absence). Sergeants may elect to bank the compensatory time earned under Article 5.7, provided they do not exceed the 40-hour bank maximum listed in Article 5.6. Once this 40-hour bank limit is reached, any additional compensatory time earned by sergeants under Article 5.7 shall be scheduled and used in the calendar month in which it is earned.

ARTICLE 6 - HOLIDAYS

- 6.1 Each full time Employee shall receive 110 hours of holiday time in lieu of holidays. If the City recognizes more than 11 holidays in a year as official holidays, then this allotment shall increase by 10 hours for each additional recognized holiday. Holiday time may be used before or after vacation time, and must be used in the calendar year in which it is received, with exception for the carry over provided in Article 6.3. This allotment amount shall be prorated for regular part time employees based on the percentage of a fulltime shift that they normally work. An Employee whose shift starts on a holiday shall be paid overtime for the entire shift (for example, an employee starting a 10-hour shift at 8:00 PM on Christmas shall be paid overtime for 10 hours). Provided, if, during any holiday, an off-duty Employee is called to duty, he shall be compensated at the double time rate (2x). In addition, any employee who already qualifies for overtime based on the hours worked in Article 5.1, and who is subsequently assigned to work the Fourth of July or Labor Day, or any portion thereof, shall be compensated at the overtime rate of double time (2x).
- 6.2 For Employees who do not work a full year, their prorated share of holiday time will be based on a percentage of time worked which will be established through the date of employment and determined by the Employer.

- 6.3 An Employee may carry over to the following calendar year up to 40 hours of holiday time.

ARTICLE 7 - VACATIONS

- 7.1 Vacation shall be given as an additional employment benefit. Vacation may be taken as earned according to the following schedule:

Date of hire through 5 years	8 hours per month
Beginning of 6 th through 9 th year	10 hours per month
Beginning of 10 th through 15 th year	12 hours per month
Beginning of 16 th through 19 th year	14 hours per month
Beginning of 20 th year and thereafter	16 hours per month

Vacation time is accrued from the date of hire, but cannot be used, until successfully completing six (6) months of employment. Accrued vacation shall not exceed 240 hours at any time. For purposes of establishing annual vacation accruals, lateral hires who have successfully completed at least one (1) year of service with a full commission at another U.S. law enforcement agency, or as a member of the military police of any branch of the U.S. armed forces, may be credited with their prior years of service. To earn credit, the past experience at another agency must have been within the past 24 months from the date of hire at the City. At the discretion of the Chief, for purposes of establishing annual vacation accruals, credit for prior years of service may also be extended to lateral hires with limited commissions at other agencies.

Effective January 1, 2020, any current bargaining unit employee with eligible previous lateral experience shall have their vacation accruals adjusted to account for the prior service.

- 7.2 Vacation Bid Process: Employees shall choose vacation by seniority at the City. The annual shift bid shall take place first, followed by the annual vacation bid, which spans two weeks and typically takes place during the last two weeks of November. During the annual vacation bid, employees may bid for up to eighty (80) hours of vacation each. Following the annual vacation bid, the paid leave calendar shall remain open for bidding, by rank and then seniority within the rank, for seven (7) calendar days, typically beginning on December 1 and ending on December 7. Thereafter, vacation shall be scheduled on a “first come – first served” basis. The calendar dates for bidding may be adjusted by the Employer based on a delay with issuance of the final budget, although the total days for bidding shall not be reduced. Once scheduled, vacations shall not be cancelled absent an actual emergency. Only one Employee can be on vacation at any time, unless the Chief of Police determines staffing needs can be adequately met.

Employees shall not be able to bid a vacation on January 1, July 4th, Labor Day, Thanksgiving, the day after Thanksgiving or Christmas Day. Provided, nothing prohibits the Department from granting leave on one of those dates by seniority if staffing levels otherwise permit.

- 7.3 Employees shall receive all accrued vacation at the time of termination, provided vacation earned during the year of termination shall be prorated.

ARTICLE 8 - SICK LEAVE

- 8.1 Employees of the police department shall accrue sick leave at the rate of eight (8) hours per month. Employees are allowed to accrue an unlimited amount of sick leave during the calendar year, however, they have a maximum accrual carryover of one thousand forty (1,040) hours from one calendar year to the next, with any excess hours deemed surrendered at the end of each year.

- 8.2 Sickness or disability shall be reported to the department head or the immediate supervisor at least four (4) hours prior to commencement of the employee's workday, if feasible, or as soon thereafter as practicable in the event of an emergency or unforeseeable sick leave absence. If necessary, an employee may designate another person (e.g., family member, friend, co-worker) to provide notice on his/her behalf. An employee may be required by the Employer to provide medical verification confirming that sick leave was taken for an authorized purpose when the employee has been absent for more than three (3) scheduled work days. When medical verification is required by the Employer, an employee shall have ten (10) calendar days, beginning on the date of the first sick leave absence, to obtain and provide the verification. On a case-by-case basis, an employee is subject to excusal from the requirement of providing medical verification if the employee establishes an "unreasonable burden or expense," as that phrase is defined by Washington law, that cannot be adequately mitigated by the Employer.

- 8.3 Employees noted in 8.1 above are entitled to use sick leave for the following authorized purposes:

8.3.1 An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;

8.3.2 To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care;

8.3.3 When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason; and

8.3.4 When the employee's need for leave qualifies for leave under Washington's Domestic Violence Leave Act, RCW 49.76.

8.3.5 Solely for purposes of defining authorized sick leave usage under Section 8.3, "family member" shall include the following: (a) 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; (b) 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; (c) spouse; (d) registered domestic partner; (e) grandparent; (f) grandchild; or (g) sibling.

8.3.6 Employees shall make reasonable attempts to schedule routine/preventative medical, dental, and vision appointments during their off-duty time so as not to impact Department staffing levels.

8.4 Employees entitled to sick leave who have exhausted their sick leave accrual shall then use accrued vacation.

8.5 Time off for medical purposes shall be charged against sick leave for actual time used only.

8.6 If an employee retires from the City, meeting LEOFF plan requirements, that employee is eligible to cash out 25% of their sick leave balance at their current straight time rate. The cash out rate will increase to 50% for employees who retire from the City, meeting LEOFF plan requirements, with at least 20 years of completed service with the City.

8.7 Leave Provided by Applicable Statutes.

The Employer will provide eligible employees with all family and medical leave, pregnancy disability leave, military leave, and other paid and unpaid leave required by state and federal law, including:

- a) Family and Medical Leave (29 U.S.C. § 2601 et seq. and RCW 49.78).
- b) Family Care Act Leave (RCW 49.12.265).
- c) Pregnancy Disability Leave (RCW 49.60).
- d) Leave for Victims of Domestic Violence, Sexual Assault, and Stalking (RCW 49.76).
- e) Leave for Spouses of Deployed Military Personnel (RCW 49.77).
- f) Military Leave for Public Employees (RCW 38.40.060).
- g) Leave for Certain Emergency Services Personnel (RCW 49.12.460).

Leave eligibility, benefits, and requirements will be determined by applicable state or federal law and will be administered according to the City of Black Diamond Personnel Manual. In the event any provisions of the City of Black Diamond Personnel Manual conflict with state or federal law, then the terms of the state or federal law shall apply.

8.7.1 Eligible employees are covered by Washington's Paid Family and Medical Leave Program (PFML), RCW 50A.05. Eligibility for leave and benefits, which begins January 1, 2020, is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are established by law and for the period ending December 31, 2020, will total four-tenths of one percent (0.4%) of employees' wages (unless otherwise adjusted up or down at the discretion of the State). Each year, consistent with the law, employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.05. The Employer shall pay any remaining portion, only as required by law. In addition, the Employer retains the sole discretion to self-insure, provided benefits remain the same or better as those provided by the State of Washington.

8.7.2. Eligible employees are covered by Washington's Long-Term Care Act, RCW 50B.05. Any leave and benefits is established by Washington law and is therefore independent of this Agreement. Starting January 1, 2022, employees are subject to a payroll deduction as required by Washington law, RCW 50B.04.080.

- 8.8 Employees injured on duty who receive Labor and Industries compensation shall be permitted to sign over the L&I check to the City and receive their regular compensation provided for under the Agreement. Employees shall not exhaust sick leave while on L&I status.
- 8.9 Association members shall be permitted to donate accrued, but unused, vacation or sick leave to other employees in accordance with City policy, as stated in the City of Black Diamond Personnel Manual. The parties recognize that the City will amend its current donation policy to reflect that donated hours will be converted into cash, and then converted into a proportionate share of hours for the employee receiving the donation, to account for pay disparities between the donating and receiving employees. Beyond this change, the City agrees to bargain the impacts of any subsequent policy revision that materially impacts Association members.

ARTICLE 9 - BEREAVEMENT LEAVE

- 9.1 Employees are eligible to receive up to five (5) days of paid bereavement leave for the death of an immediate family member. The specific length shall be

determined by the Chief. In addition, employees are guaranteed an additional three (3) days of paid bereavement leave for attendance at the funeral of an immediate family member located more than 500 miles away. In the event an employee's spouse or child dies, the Chief has the discretion to allow the employee to use accrued sick, vacation, or holiday leave for purposes of extended bereavement. All leave taken under this Article shall be used within thirty (30) days of the date of death.

For purposes of this section, "immediate family member" includes spouses, children, stepchildren, foster children, siblings, grandparents, parents of employees or parents of employees' spouses, grandchildren, and any other familial inhabitants of employees' households.

- 9.2 Employees may be excused by the Employer to attend the funeral of deceased fellow employees as leave with pay.

ARTICLE 10 - JURY DUTY

- 10.1 An employee serving on a jury of a federal, state, or municipal court shall be granted leave from City employment to the extent required by such service, and shall be paid during such leave the difference between his/her regular salary and the amount paid by the Court for such duty. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing date and time served and the amount of jury pay received. The employee shall submit to the City the money received for such services performed during City time. This benefit shall be expanded or diminished based upon changes in applicable federal or state law, and the impacts shall not be negotiated.

ARTICLE 11 - OTHER LEAVES

- 11.1 The Employer provides military leave in accordance with RCW 38.40.060. Leave eligibility, benefits, and requirements will be determined by applicable state law and will be administered according to the City of Black Diamond Personnel Manual. In the event any provisions of the City of Black Diamond Personnel Manual conflict with state law, then the terms of the state law shall apply.
- 11.2 The Employer may grant a regular employee a leave of absence without pay for a period not to exceed ninety (90) days, in the sole discretion of the Employer. No leave of absence without pay shall be granted except upon written request of the employee. Whenever granted, the leave shall be in writing and signed by the Employer, and a copy filed with the department head. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time leave was granted without loss of seniority status, excepting that the time on leave will be deducted from his total service to determine seniority. Failure on the part of the employee on leave without pay to

report promptly at the expiration of the leave shall result in automatic termination of employment. The Employer may, in exceptional circumstances and in its sole discretion extend leave beyond ninety (90) days but reinstatement cannot be guaranteed. The Employee shall be responsible for paying in advance all health insurance premiums during the absence without pay. Failure to do so is grounds for denying the leave of absence.

- 11.3 Pursuant to RCW 1.16.050(3), each employee is entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. Leave will be provided in accordance with Washington law and the City of Black Diamond Personnel Manual. In the event City policy conflicts with Washington law, then the minimum requirements of Washington law shall apply.

ARTICLE 12 - SENIORITY

- 12.1 Seniority is the length of continuous employment of an employee with the Employer in the police department.
- 12.2 Seniority shall be broken only by resignation, discharge, retirement, layoff of more than eighteen (18) months, or failure to return in accordance with the terms of a leave of absence or when recalled from layoff.

ARTICLE 13 - PROMOTIONS, DEMOTIONS AND TRANSFERS

- 13.1 Promotions, non-disciplinary demotions and transfers will be carried out in accordance with Civil Service Commission rules, regulations and statutes.

ARTICLE 14 - LAYOFFS AND RECALL

- 14.1 Layoffs will be conducted in reverse order of seniority. Recall from layoff shall be done in order of seniority, with the most senior employee being recalled first. Seniority shall be defined as the total length of service with the Department. As a mandatory condition of reinstatement, an employee subject to recall must be qualified to hold his/her position at the time of recall.
- 14.2 The period for recalling a laid-off employee shall be limited to eighteen (18) months beginning on the date of the layoff. The Employer reserves the right to extend the eighteen (18) month period at its discretion. It is the responsibility of a laid-off employee to provide current contact information to the Employer. If the Employer has difficulty contacting a laid-off employee, it may request assistance from the Association. Failure of an employee to report for reinstatement within ten (10) days of notification of job availability shall result in loss of seniority and, at the Employer's discretion, may result in the forfeiture of the right to reinstatement.

**ARTICLE 15 - HEALTH & WELFARE - DENTAL - VISION - PRESCRIPTION DRUG -
PENSION - LIFE INSURANCE**

- 15.1 The City shall provide all full-time employees and their dependents the option of enrolling in one of two health plans offered by AWC. The first plan is AWC HealthFirst 250 plan with AWC Plan "A" dental insurance. The second plan is AWC Kaiser Permanente \$200 AD Plan. The vision and orthodontia plans currently offered by AWC (subject to change by AWC) are the following: (1) Vision Service Plan – Full Family, \$25 Deductible; and (2) Orthodontia – Plan V. All employees agree to add both vision and orthodontia plans at their sole expense. Employees also have the option of adding any other benefits offered by AWC through the plans at their sole expense.
- 15.2 For AWC HealthFirst 250 or AWC Kaiser Permanente \$200 AD Plan, employees shall pay 10% of the cost of premiums for every tier of coverage (employee-only, employee + spouse, employee + child, etc.).
- 15.3 The City has the right to change health and welfare plans and carriers, but agrees that it shall negotiate the impacts of the changes. If the City anticipates changing a benefit from the plan specified above, it shall give the Association no less than thirty (30) days notice so that the parties may meet and discuss other possible alternatives.
- 15.4 Each full-time employee shall be paid a sum of \$770 with the January payroll of each calendar year from which sum the employee may elect to acquire supplemental disability and life insurance coverage. However, the parties agree that this additional sum is income, not a benefit, and the Employer has no responsibility for providing supplemental disability or life insurance. During the term of this Agreement, should the annual cost of the FOP's disability and life insurance premiums exceed \$770, the next lump-sum payment to employees shall increase to match (for example, if the cost of annual premiums reaches \$780, the January payment to employees shall equal \$780). Before annual checks are issued, the Association shall timely notify the City of a premium increase to the FOP plan. The parties agree to this arrangement as a replacement to the WACOPS disability/life coverage previously paid directly by the Employer.
- 15.5 The Employer shall make pension contributions required by statute to the State of Washington, Department of Retirement Systems under the Law Enforcement and Firefighters (LEOFF) Plan.
- 15.6 HRA/VEBA. The City will establish HRA/VEBA accounts for each bargaining unit employee who has successfully completed the probationary period. To be

eligible for an HRA/VEBA, an employee must be enrolled in one of the City's AWC health plans, as specified in Article 15.1.

The City shall contribute \$75 per month to each employee's HRA/VEBA.

Employees shall pay all administrative fees or other costs charged by the HRA/VEBA administrator. If the election is made by the bargaining unit, employees eligible for the cash-out of vacation (Article 7.3) and/or sick leave (Article 8.6), who separate from the City in accordance with the terms of this Agreement, shall have their eligible hours deposited into their HRA/VEBA accounts in lieu of a cash payment. Should the bargaining unit change its election for a calendar year, it shall notify the City no later than October 31 of the previous year. No contribution to HRA/VEBAs will be allowed that trigger tax liability under the "Cadillac Tax" of the Affordable Care Act; if such tax liability is expected, the parties agree to reopen this Agreement solely for purposes of bargaining alternatives.

ARTICLE 16 - DISCIPLINARY PROCEDURES

- 16.1 The Employer may discipline or discharge an employee for just cause inclusive, but not limited to, those causes set forth in the Civil Service Rules and Regulations.
- 16.2 Disciplinary action or measures may include the following:
 - A. Verbal Warning
 - B. Written reprimand
 - C. Reassignment that results in an adverse economic impact
 - D. Suspension without pay
 - E. Demotion
 - F. Discharge
- 16.3 Progressive discipline is generally preferred, but not required, as it is intended to give notice of inappropriate conduct and to afford the Employee an opportunity to improve performance. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offenses and prior record of discipline. Certain types of conduct do not require progressive discipline, and may justify an initial higher level of discipline, or even immediate discharge.
- 16.4 When the Employer determines the circumstances are such that retention of the employee will likely result in the disruption of Employer services, damage to or loss of Employer property or be injurious to the employee, fellow employees or the services provided by the Employer, the Employer may immediately suspend with pay, depending on the circumstances. In such cases the facts supporting

the circumstances will be made available to the employee by the Employer not later than three (3) working days after the action became effective.

- 16.5 The provisions of this article shall not apply to newly hired employees serving a probationary period. Consistent with Civil Service rules, the probationary period shall be twelve (12) months from police academy graduation date, not in any case to exceed eighteen (18) months from date of hire. Probationary employees shall work under the provisions of this agreement but shall be only on a trial basis during which period they may be discharged without cause and without any recourse. Employees on probationary status shall be eligible for the twelve (12) month step increase under conditions cited in Article XXIV, Section 24.2 of this agreement.
- 16.6 The employee and the employee's Association representative with the employee's written authorization shall have the right to inspect the full contents of his/her personnel file. No disciplinary document may be placed in an employee's personnel file without the employee having been first notified of said disciplinary document and given a copy. An employee who disagrees with the validity of any disciplinary document added to the file shall have the opportunity to challenge said complaint under the grievance procedure herein, other than verbal or written reprimands, which shall not be subject to the grievance process. In the case of a written reprimand or higher form of discipline, the employee may provide a written response within thirty (30) days of being provided notice, which shall be placed in the personnel file, and only removed if the written response is also removed. The employee shall be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document.
- 16.7 Records of disciplinary action shall be removed from all City or Department maintained personnel files and not considered for purposes of progressive discipline based upon the following retention schedule and upon request of the employee:
1. Verbal Warning - Written records of a verbal warning or counseling shall be removed and destroyed after twelve (12) month without a reoccurrence of similar conduct which gave rise to the warning or counseling.
 2. Written Reprimand - Written reprimands shall be removed and destroyed after eighteen (18) months without reoccurrence of the same conduct which gave rise to the reprimand.
 3. Suspension – Suspensions shall be removed and destroyed after sixty (60) months without a reoccurrence of similar conduct which gave rise to the suspension.

Records of disciplinary action shall be kept by the City as required by Washington State records retention laws and schedules, as promulgated by the Office of the Secretary of State.

ARTICLE 17 - UNIFORMS WEAPONS AND EQUIPMENT

17.1 The Employer will provide each new hire with all department issued and required equipment, including uniforms as listed:

1 Class A long sleeve shirt
1 Class A pants

For daily wear, new-hires shall have their choice of the following options:

Option A: One (1) jumpsuit, one (1) pair Class B pants, one (1) Class B short-sleeve shirt, and one (1) Class B long-sleeve shift.

Option B: Three (3) pairs Class B pants, three (3) Class B short-sleeve shirts, and two (2) Class B long-sleeve shirts.

1 tie
1 tie clip
1 metal name plate
1 pair shoes (maximum price of \$150)
1 baseball cap
1 dress cap
1 jacket with shoulder and badge patch, 1 x 5 name tape
1 ALS mid-ride level 3 holster
1 TASER holster
1 nylon duty belt liner, hook and loop
1 nylon belt keeper 4-pack
1 nylon double cuff case
1 nylon MK-4 pepper-spray holder with flap
1 nylon expandable baton holder
1 nylon 2.25" duty belt
1 nylon double magazine pouch
1 portable radio holder

The Employee shall be responsible for maintaining all issued equipment and uniforms. All issued equipment shall be returned to the City upon termination of employment.

17.2 Each employee shall be provided a new ballistic vest at least once every five (5) years or whenever the vest has expired.

- 17.3 Each calendar year, excluding the calendar year of hire, a \$700 uniform allowance will be provided to each employee and the allowance can only be used at an approved vendor. The City will pay the vendor directly, up to the amount of unused allowance. The allowance shall be credited to the employee in January of each year. If a piece of equipment or uniform is damaged in the line of duty, it will be repaired or replaced by the City separately, without deduction from the Employee or the uniform allowance.

ARTICLES 18 - GRIEVANCE PROCEDURE

- 18.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly. If a grievance cannot be resolved through informal means, the grievance will be settled as hereinafter provided.
- 18.2 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any specific provision of this Agreement.
- 18.3 Any party who believes they have a grievance arising out of the terms of this Agreement may, except for arbitration, personally or through a representative, apply for relief under the provisions of this Article. Provided an employee cannot grieve an item unless it is approved first by the Association executive board, and proof of said approval is provided to the City at the time the grievance process is commenced.
- 18.4 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless waived or extended by mutual written agreement of the parties to the grievance. For purposes of this Article, "working day" shall be defined as Monday through Friday, excluding holidays recognized by the City (and specified in the City of Black Diamond Personnel Manual).
- 18.5 To timely initiate the grievance process, a party must file a formal written grievance within ten (10) working days beginning on the date the party knew, or reasonably should have known, of the events giving rise to the grievance. If a party fails to comply with this ten (10) working day period, then that party forever waives and forfeits the grievance as well as any and all rights and remedies relating to the grievance. Failure to timely pursue a grievance to the next step renders final and conclusive the last determination and response. If an employee wishes to have those matters currently addressed under Civil Service Rules and Regulations, inclusive of promotions, demotions, transfers, layoffs, recall and discipline, but not limited thereto, the employee must file a request for an investigative hearing within ten (10) working days of the occurrence. Regarding disciplinary actions, the employee may elect to have disciplinary action reviewed by the Civil Service Commission. If the employee elects to have disciplinary action reviewed by the Civil Service Commission then a request for an

investigative hearing must be filed with the Commission within ten (10) working days from the date of the disciplinary action. The employee must elect to have disciplinary action reviewed either through the grievance procedure or by the Civil Service Commission. An employee is not entitled to review of disciplinary action under both procedures. If the employee elects to pursue matters before the Civil Service Commission then the Civil Service Commission procedures will be applicable and not those of the collective bargaining agreement.

- 18.6 Prior to initiating the formal grievance procedure, the Association and/or grievant may verbally present a grievance to the Chief or the Chief's designee. A grievant presenting a verbal grievance shall have the option of being accompanied by an Association representative. The presentation of a verbal grievance under this paragraph is intended as a voluntary, optional, and informal method of attempting to settle potential grievances at an early stage. If a verbal grievance is not satisfactorily resolved, then the grievant may initiate the formal grievance procedure. Presenting a verbal grievance under this paragraph does not suspend the ten (10) working day period for filing a formal written grievance, as dictated by paragraph 18.5 and Step 1 of the formal grievance procedure.
- 18.7 The formal grievance procedure shall be as follows:

Step 1:

The grievance shall be presented in written form, stating the specific provision(s) of this Agreement allegedly violated, to the Chief within ten (10) working days beginning on the date the party knew, or reasonably should have known, of the events giving rise to the grievance. Thereafter, the Chief shall respond in writing to the aggrieved employee within ten (10) working days after receipt of the grievance. If the employee elects to have applicable matters reviewed by Civil Service then the employee will need to comply with the provisions set forth in Section 18.5 above.

Step 2:

If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, then within ten (10) working days of the response in Step 1 above, the grievance in written form shall be presented to the Mayor or designee. The Mayor or designee shall schedule a meeting with the employee within fifteen (15) working days from the date of submission and respond within seven (7) working days of the meeting to the employee and Association. The employee has the right to be represented by his Association representative and the department head has the right to be represented by an Employer representative.

Step 3:

- A. Final and Binding Arbitration and/or Mediation:

If the grievance has not been resolved at Step 2, the Association or City may refer the unsettled grievances to mediation and/or final and binding arbitration. If the parties refer the matter to mediation then the timelines for final and binding arbitration shall be extended to accommodate the mediation process.

B. Notice - Time Limitations: The Association shall notify the other party in writing by certified mail of submission to mediation or arbitration within twenty (20) days.

C. Arbitrator - Selection: After timely notice, the parties shall establish who the arbitrator will be in the following manner:

1. After timely notice, the parties shall select an impartial arbitrator within thirty (30) days, if possible, after the request is made to arbitrate.

2. If the parties cannot mutually agree on an impartial arbitrator who is able and willing to serve on a timely basis, they will request a list of nine (9) arbitrators who are willing to abide by time limitations. A list of impartial arbitrators shall be furnished by the Public Employment Relations Commission (PERC). The parties shall flip a coin to determine who will strike the first name, following which each will alternately strike one of the names submitted until one (1) name remains. This person will serve as the sole arbitrator subject to the following provisions.

D. Decision - Time Limit: The arbitrator will meet and hear the matter at the earliest possible date after the selection of said arbitrator. After completion of the hearing, a decision shall be entered within thirty (30) days or as soon as possible thereafter, unless an extension of time is agreed upon as provided for herein.

E. Limitations - Scope - Power of Arbitrator:

1. The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.

2. The arbitrator shall only have the power to interpret and apply the specific terms of the Agreement and/or determine whether there has been a violation of the terms of this Agreement.

3. The arbitrator shall also have the authority to receive evidence and question witnesses.

4. The arbitrator shall not have the authority to review or consider appeals carried out pursuant to Civil Service Commission Rules and Regulations.

F. Arbitration Award - Damages - Expenses:

1. Each party hereto shall pay the expenses of their own attorneys, representatives, witnesses, and other costs associated with the presentation of their case. The party that did not substantially prevail shall pay the expenses of the arbitrator.

2. The arbitrator's written award shall be final and binding on all parties.

ARTICLE 19 - NON-REDUCTION OF WAGES AND WORKING CONDITIONS

19.1 The parties hereto agree that the wages and working conditions specified in this Collective Bargaining Agreement shall not be modified during the agreement term, except as provided herein or as authorized by law. The Employer may provide additional benefits to the Employees, from time to time, as may be adopted by City ordinance or resolution.

ARTICLE 20 - STRIKES AND LOCKOUTS

20.1 The employer and the Association recognize that the public interest requires the efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this agreement, neither the Association nor the Employer shall cause, engage in, or sanction any work stoppage, slowdown, or other interference with City functions. Employees who engage in any of the foregoing actions may be subject to disciplinary action including immediate discharge. No individual shall receive any portion of his/her salary or benefits as provided by the employer, and in accordance with applicable law, while engaging in activities in violation of this Article.

ARTICLE 21 - ASSOCIATION REPRESENTATION

21.1 An authorized representative of the Association shall have the right, in unpaid status and after obtaining appropriate signed releases from the affected employees, to investigate grievances or conditions at reasonable hours upon first securing permission from the Employer to do so and without interfering with the progress of work. The Association shall advise the Employer, in writing, of the names of their authorized representatives and stewards.

ARTICLE 22 - BULLETIN BOARD

22.1 The Employer shall provide space for a bulletin board of no more than 8 square feet in size, for the Association's use in an area conveniently accessible to bargaining unit employees, solely to be used for the purpose of notifying

employees of matters pertaining to Association business. All notices shall be signed by a representative of the Association who is authorized by the Association to approve Association notices. The Board shall be properly maintained, in a neat and safe manner, by the Association.

ARTICLE 23 - NON-DISCRIMINATION

- 23.1 The Employer agrees that they will not discriminate against any employee because of lawful Association activity.
- 23.2 Neither the Association nor the Employer, in carrying out their obligation under this agreement, shall not unlawfully discriminate in matters of hiring, training, promotion, transfer, layoff, discharge, or otherwise because of race, color, creed, national origin, gender, age, marital status, disability or religion.
- 23.3 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 24 – WAGES

- 24.1 The Employees shall be paid the base wage set forth in Appendix A.
- 24.2 Wage rates for the term of this Agreement are listed in Appendix A. Wage rates are subject to adjustments for education incentive pay (as described in this Article), specialty pay (as described in this Article), longevity pay (as described in this Article), progression through steps (as described in Appendix A of this Agreement), and promotions.
- 24.3 All bargaining unit employees shall receive an education incentive added to the base pay equal to 2% for an Associate Degree or 4% for a Bachelor Degree and 6% for a Master degree.
- 24.4 Employees assigned by the Chief to act as a Field Training Officer or full time Detective shall be paid an additional premium of three percent (3%) of the base rate of pay each month. There shall be no pyramiding of premium pays, and the FTO premium pay shall only apply during actual training time.
- 24.5 The K-9 Officer shall receive one-half hour release time from each shift and one-half hour of pay or compensatory time off on each day off for compensation for the at home care and feeding of the dog. During the term of this Agreement, should the City staff a K-9, the parties agree to reopen this Agreement solely for purposes of bargaining a K-9 handler premium and/or compensation for the at-home care/training of the K-9.
- 24.6 The employee assigned as Commercial Vehicle Officer (CVO) shall receive a premium of three percent (3%) of the base rate of pay each month. There shall

be no pyramiding of premium pays. Assignments to CVO shall normally be three (3) years, however, the Chief has the discretion to extend the assignment by one (1) additional year. The employee assigned to the position must maintain an acceptable level of performance. The Chief has the discretion to fill or vacate this position based upon the needs of the City.

- 24.7 LONGEVITY – Longevity pay shall be added to an employee’s base pay according to the following schedule:

Upon completion of 10 years of service with the City: 0.5%

Upon completion of 15 years of service with the City: 1.0%

Upon completion of 20 years of service with the City: 2.0%

Longevity is paid monthly as a premium added to base wages and is not cumulative.

ARTICLE 25 - SEPARABILITY

- 25.1 In the event that any provision of this agreement shall at any time be declared invalid by a final judgment of any court of competent jurisdiction, or through a final decree of a government, state or local body, such decision shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that any invalid provision of this agreement shall be modified through negotiations to comply with the existing regulations or laws.

ARTICLE 26 - MILEAGE ALLOWANCE

- 26.1 All employees required by the cognizant department head to use their private cars for official departmental business, shall be compensated at the rate provided by ordinance or resolution, or as the same may be amended or substituted.

ARTICLE 27 – TAKE HOME CARS

- 27.1 Employees shall be provided their assigned regular patrol vehicle as a take home vehicle, subject to the rules and regulations, including amendments there to, that are adopted by the Chief of Police. Each employee will be required to sign, prior to receiving a take home vehicle, an agreement with the City that they will comply with the adopted rules and regulations and failure to do so may result in losing the take home car privilege. If the take home car privilege is taken away from an officer, only whether or not a violation of the adopted rules and regulations has occurred will be subject to the grievance process.

ARTICLE 28 - CONFLICT OF CONTRACT AND ORDINANCE

- 28.1 The rules and regulation of the Black Diamond Civil Service Commission shall govern unless specifically superseded by the terms and conditions of the Agreement.

ARTICLE 29 - MANAGEMENT RIGHTS

- 29.1 Except as expressly modified or restricted by a specific provision of this Agreement or applicable Civil Service Regulations, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in management. This shall include, but is not limited to the right in its sole and exclusive judgment and discretion to; 1) take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the department or the City; 2) to discipline employees for cause; 3) to determine the number of employees to be employed and the appropriate staffing levels; 4) to conduct job analysis and performance; 5) to determine the duties, task, responsibilities and essential functions of each job; 6) to hire employees; 7) to determine employee qualifications and to assign and direct their work; 8) to evaluate employee's performance; 9) to promote, demote, transfer, lay off, recall to work, and retire employees; 10) to set productivity standards; 11) to set reasonable fitness standards; 12) to maintain the efficiency of operations; 13) to set working schedules, add or delete shifts, and determine the shift to be worked; 14) to determine the personnel, methods, means and facilities by which operations are conducted; 15) to contract for goods and or services; 16) to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation or service; 17) to control and regulate the use of facilities, equipment, and other property of the department; 18) to introduce new or improved equipment, materials, or methods; and 19) to issue, amend, revise and delete policies, rules, regulations, general orders, administrative directives and practices.
- 29.2 The Employer's failure to exercise any right reserved to it in section 29.1, or its exercise of the right in a particular way, shall not be considered a waiver of the right, or a limitation of its exercise of the right in some other way not in conflict with the express provisions of this Agreement. There shall be no prevailing right of the Association or the Employee to any particular way a management right has been exercised in the past, or a benefit has been administered, except as expressly set forth in this Agreement.

ARTICLE 30 – BILL OF RIGHTS

- 30.1 Subject to the provisions of this Agreement and except as otherwise provided, employees have the right to use the grievance procedure contained herein to protect their rights as set forth in this Agreement.
- 30.2 All employees within the bargaining unit shall be covered by the following rules and regulations. The powers and duties of law enforcement officers involve them

in many contacts with members of the public and questions are bound to arise as to the nature of such contacts, which questions require immediate investigation by superior officers who have been authorized to make such investigations by the Chief of Police.

Investigations into citizen complaints or other policy violations shall be conducted under the following general guidelines:

30.2.1 When a permanent, non-probationary employee is the subject of a formal internal investigation by the Black Diamond Police Department, prior to any interview of the employee, the employee shall be advised of the general nature of the inquiry of and whether he or she is suspected of (1) committing a criminal offense; (2) misconduct that would be grounds for termination, demotion, suspension, or other disciplinary actions; (3) that the employee may not be qualified for continued employment with the Department. If a formal investigatory interview is based on a citizen or employee written complaint, during the interview the employee shall be provided a copy of the written complaint before being questioned, although the City retains the discretion to redact the name of the complainant. All interviews shall be conducted in a manner consistent with due process rights granted by law, including *Weingarten*. The officer shall not thereafter contact the citizen or witnesses without prior written permission of the Chief of Police.

30.2.2 If the Chief of Police determines that the officer should be questioned about the allegation, such questioning shall be done as soon as practicable. Unless an emergency is thought by the Chief of Police to exist, such questioning shall be while the member is on duty and during the daytime, if possible.

30.2.3 Questioning of the officer shall be with full regard to his constitutional rights. If the allegations amount to a charge that the officer is guilty of a crime, he shall be fully advised of his rights and obligations under the Garrity decision. The employee shall have the right to retain an attorney of his own choosing, (at no expense to the City of Black Diamond). Such attorney (and/or a representative of the Association) shall have the right to be present during any questioning.

30.2.4 An employee who is the subject of a formal investigation shall have a right to make copies of any statement he or she has signed pertaining to the investigation, and shall be entitled to a copy of any recording of an interview of the employee. During an investigatory interview, should the employee be questioned about any electronic recording (e.g., video footage, audio footage, etc.), the employee and Association representative will first be entitled to review the footage before the employee is subject to questioning about the footage.

30.2.5 It is understood that under state law, no officer may be required to take any lie detector test as a condition of continued employment, though he may request a polygraph test. If one is requested by the employee, and the Employer consents to the polygraph of the employee, it shall be taken by an independent agency chosen by the Chief of Police, after consultation with the Association, at the Employee's expense.

30.2.6 Should the Employer reach a preliminary conclusion that "just cause" exists to discipline an employee with a reassignment, demotion, unpaid suspension, or termination, the employee and the Association shall be provided with the following: (1) A copy of all investigation materials relied upon by the Employer to support the allegation(s) or charge(s); (2) Citation to the directives, policies, procedures, work rules, regulations, or other orders that the Employer alleges were violated; (3) the level of discipline being considered; and (4) copies of any prior discipline records from the employee's file that the Employer intends to rely upon as part of progressive discipline. These materials will be provided to the employee and the Association prior to any *Loudermill* pre-disciplinary meeting.

30.2.7 All formal internal investigations conducted by the Black Diamond Police Department shall normally be completed within 180 calendar days, unless circumstances require otherwise. If the Employer determines that additional time is necessary to complete the investigation, it will provide written notice to both the employee and the Association, notifying them of the delay and the expected date the investigation will be completed.

ARTICLE 31- LIABILITY INSURANCE

- 31.1 The Employer agrees to either provide insurance coverage on behalf of the employees or provide liability defense for employees or a combination thereof in order to reasonably protect and indemnify employees from liability to third parties resulting from employees negligently performing duties within the scope of employment provided, however, such coverage will not protect the employee from their intentional and/or malicious tortious acts or assaults. Subject to the provisions of this Article, the coverage will include reasonable attorney's fees incurred by attorneys chosen by the City and reasonable costs connected with lawsuits.
- 31.2 The Drug and Alcohol Policy and procedures mutually agreed on by the parties is hereby incorporated by reference as though it were set out specifically and completely in this Agreement. Said policies and procedures are a part of this Agreement.

ARTICLE 32 - TERMINATION AND RENEWAL

- 32.1 This agreement shall be in full force and effect from January 1, 2020 until December 31, 2022.

CITY OF BLACK DIAMOND,
WASHINGTON

BLACK DIAMOND POLICE
OFFICERS' ASSOCIATION

By: Carol Benson
Mayor Carol Benson

By: Michael Henrich
Michael Henrich, President

Date: 2/7/20

Date: 2/11/2020

APPENDIX A

2020 Wages	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	5,163	5,786	6,411	7,035	7,626
Police Sergeant	8,499	8,976	N/A	N/A	N/A

Effective January 1, 2020, employees shall receive a 2.5% increase to base wages.

Effective January 1, 2021, employees shall receive a base wage increase equal to the June 2019-to-June 2020 CPI-U for Seattle-Tacoma-Bellevue, with a guaranteed minimum of 2.0% and a maximum of 3.5%.

Effective January 1, 2022, employees shall receive a base wage increase equal to the June 2020-to-June 2021 CPI-U for Seattle-Tacoma-Bellevue, with a guaranteed minimum of 2.0% and a maximum of 3.5%.

An officer's wage shall be increased to the next step on his/her step-increase eligibility date and upon a satisfactory performance evaluation. For employees hired on or before May 6, 2010, the step-increase eligibility date is the first day of the month of hire. For employees hired after May 6, 2010, including all future employees, the step-increase eligibility date is the first day of the month of hire if hired from the 1st through the 15th of the month, or the first day of the month following the month of hire if hired from the 16th through the 31st of the month.

Employees will submit timesheets to the Employer's payroll department one week before the end of each month to allow sufficient time for payroll processing. A lag report for overtime earned, or leave taken, during the last week of each month will be submitted by employees with the following month's timesheets.

MEMORANDUM OF UNDERSTANDING
CITY OF BLACK DIAMOND
AND
BLACK DIAMOND POLICE OFFICERS' ASSOCIATION (F.O.P.)

1. Dates and Parties. This Memorandum of Understanding (MOU) is effective January 1, 2020 through December 31, 2022, by and between the City of Black Diamond (the "City") and the Black Diamond Police Officers' Association (the "Association").
2. Background and Purpose.
 - a. The parties have executed a collective bargaining agreement ("CBA") for the period of January 1, 2020 through December 31, 2022.
 - b. During bargaining over the CBA, the parties could not reach an agreement concerning a notice period for shift adjustments. The parties agreed to this MOU as a compromise to evaluate the need for and costs associated with providing such notice.
3. Terms of this MOU – Shift Adjustments
 - a. The City will provide 48 hours' notice of adjustments to an officer's regularly-scheduled shift. Overtime will be paid for adjustments made with less than 48 hours' notice, paid for those hours falling outside of an officer's regularly-scheduled shift. A deviation of two (2) hours or less from a regularly-scheduled shift does not qualify as a shift adjustment and does not qualify for overtime payment.
 - b. The payment of overtime for shift adjustments is intended to avoid causing inconvenience to officers' personal lives during time off and is not intended to incur overtime liability on a regular basis. The payment of overtime provided by this MOU shall apply only when the Department is fully staffed and not during staffing emergencies or public emergencies (as determined by the Chief or Commander). For example, having an officer on extended L&I leave for one (1) week or more in duration counts as a staffing emergency. Shift adjustments made by mutual agreement between the Department and the affected officer(s) shall not qualify for overtime payments.
 - c. All paid time off (vacation, holiday, compensatory time off) requests must be submitted with 72 hours' notice or they are subject to denial.

4. This MOU will remain in effect for the duration of the parties' 2020-2022 CBA and then expire. While the MOU remains in effect, the parties will evaluate its pros/cons. This MOU will not become part of the status quo or evidence at interest arbitration. The terms of this MOU will be subject for negotiation during bargaining over a successor CBA. All other terms and conditions of the 2020-2022 CBA shall remain unchanged and in full force and effect.

CITY OF BLACK DIAMOND

BLACK DIAMOND POLICE OFFICERS'
ASSOCIATION

Date: 2/7/20

Date: 2/11/2020

Carol Benson
Carol Benson, Mayor

Michael Henrich
Michael Henrich, Association President