

AGREEMENT

BETWEEN

THE CITY OF CHENEY

AND

THE CHENEY POLICE GUILD

JANUARY 1, ~~2021~~ 2023

THROUGH

DECEMBER 31, ~~2022~~ 2024

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PREAMBLE

This Agreement is made by and between the City of Cheney, a municipal corporation of the State of Washington, hereinafter referred to as the "Employer," and the Cheney Police Guild, hereinafter referred to as the "Guild."

ARTICLE 1. PURPOSE

The purpose of the Employer and the Guild in entering into this agreement is to set forth their complete agreement with regard to wages, hours, and working conditions so as to promote the efficiency of law enforcement; public safety; the morale and security of persons covered by this agreement; and harmonious relations, giving recognition to the rights and responsibilities of the City and the Guild.

ARTICLE 2. DEFINITIONS

As used herein, the following terms are defined:

- A. "Employer" means the City of Cheney, Washington.
- B. "Guild" means the Cheney Police Guild.
- C. "Employee" means all trainee, probationary, and full-time law enforcement officers (excluding the Chief of Police and anyone above the rank of Sergeant) in the bargaining unit (as described in Subparagraph "D" hereof) covered by this agreement.
- D. "Bargaining Unit" as used herein means all trainees, probationary, and full-time law enforcement officers who are not excluded under the definition of Employee.
- E. "Monthly Salary" means the monthly rate of pay so identified and set forth in this agreement.
- F. "Department" means the Cheney Police Department.
- G. "Most recent hire" means the last date of hire excluding permitted leaves of absences, layoffs, and prolonged illnesses.
- H. "Emergency" means a sudden unforeseen crisis (usually involving danger) that requires immediate action. A serious situation or occurrence is one that happens by natural, human, technological, atmospheric, geologic, hydrologic, floods, droughts, seismic, volcanic, wildfires, infestation, structural failure, HAZMAT, biological, radiological, weapons of mass

destruction, civil disruption, terrorism, etc. Internal investigations triggering administrative leave, extended illnesses, injuries, death in the family, and other unexpected life-altering events requiring absence from work for more than seven days are also considered an emergency. Inadequate staffing levels do not constitute an emergency.

ARTICLE 3. RECOGNITION

The Employer agrees to recognize the Guild as the exclusive bargaining representative on matters concerning wages, hours, and working conditions for the Employee in the bargaining unit (as defined in Article 2, Subparagraph “D”).

ARTICLE 4. GUILD SECURITY CLAUSE

- a. The Employer recognizes that bargaining unit members of the Guild may, at their discretion, become members of the Guild. The Employer shall not discriminate against any Employee because of his or her membership status or Guild activity.
- b. The Employer shall provide to the Guild the name, address, and telephone number of all new bargaining unit Employees. As soon as practicable, the Employer shall provide an opportunity for the Guild to meet with new bargaining unit members to discuss Guild representation. When requested by the Guild, the Employer shall provide the Guild with a roster of Employees covered by this Agreement.
- c. The Guild will notify the Employer of its dues and any associated membership fees. The Employer will deduct such Guild dues and fees from the wages of the employees who have authorized such deductions in writing, and forward them to the Guild each pay period. Each pay period the Employer will submit the dues to the address and name provided by the Guild.
- d. An employee may revoke his or her authorization for payroll deduction of payments to the Guild by written notice to the Employer. Upon receiving written notice that an employee is revoking his or her authorization for payroll deduction, the Employer shall immediately notify the Guild. The Employer shall make every effort to end the deduction effective on the first payroll, but not later than the second payroll, after the Employer’s receipt of the employee’s written notice.
- e. The Union agrees to indemnify and save the Employer harmless against any liability, which may arise by reason of any action taken by the Employer to comply with the provisions of the Article, including reimbursement of any legal fees or expenses incurred in connection with such an action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article.

ARTICLE 5. EMPLOYER RIGHTS

Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the Employer, or in any way abridging or reducing such authority.

Any and all rights concerned with the management and operation of the Department are exclusively that of the Employer unless otherwise provided by the terms of this Agreement. Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the Employer, or in any way abridging or reducing such authority. Any and all rights concerned with the management and operation of the Department are exclusively that of the Employer unless otherwise provided by the terms of this Agreement. The Employer retains all management rights granted by the Common Law, Statutes, and City of Cheney Rules and Policies. The Guild recognizes the Employer's right to manage, and further, that all rights concerned with the management and operation of the City of Cheney are exclusively that of the Employer, unless otherwise specifically provided by the terms of this Agreement. The City of Cheney also possesses the sole right and authority to establish public policy and direct the operation of the City in all aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement. The Employer shall be required to maintain discipline and efficiency; and the management rights include, but are not limited to:

- Determining the City of Cheney's mission and policy, and to set forth all standards of service offered to the public
- Determining the methods, means, and number of personnel needed to carry out the City of Cheney's missions
- Planning, directing, controlling, and determining the operation of services to be conducted by the Employees of the City of Cheney
- Determining which services are going to be performed
- Establishing work methods
- Establishing staffing levels
- Establishing qualifications for employment
- Directing the work force
- Making, publishing, and enforcing personnel rules and regulations
- Introducing new or improved methods, equipment, or facilities
- Contracting out for goods as provided by the policies and procedures of the City of Cheney, state law, or ordinance

- Maintaining work schedules and starting times
- Assigning work
- Disciplining, suspending, or discharging Employees

Nothing in this article is intended to relieve the Employer of the obligation to bargain in good faith or abridge any terms of the contract.

ARTICLE 6. PERFORMANCE OF DUTY

Employees shall perform their assigned duties to the best of their ability. The Guild and Employer agree that there shall be no strikes, lockouts, slowdowns, stoppage of work, or any interference with efficient operation of the Department.

ARTICLE 7. STAFFING LEVELS

It is the intent of this section to provide for at least two police officers working 24 hours a day, seven days a week, for the purposes of officer safety and workload demands. Therefore, at least two police officers (excluding administrative personnel, detectives, and SRO) will be on duty at all times.

Additionally, on Thursday, Friday, and Saturday from 2000-0300 hours except during regular breaks (spring, summer, winter) of the EWU school year and/or when information surfaces that indicates additional staffing is needed, a minimum of three commissioned officers will be scheduled to meet workload demands and to provide for officer safety. This may be adjusted by mutual agreement between the shift supervisor and the field operations Captain.

Finally, nothing in this section will prohibit the Chief of Police from staffing patrol to meet unexpected operational issues and/or special events.

ARTICLE 8. HOURS OF WORK

- A. Employees working three or more hours longer than a normal workday shall be allowed at least one thirty (30) minute meal period prior to or during the overtime period.
- B. Rest periods shall be provided at the rate of not less than ten (10) minutes for each four (4) hours of working time or major portion thereof.

C. The purpose of this section is to set out break times for the five most common shifts. It is agreed and understood that the City of Cheney Police Department and the Guild may alter shifts by mutual agreement, except that there shall be no split shifts unless specifically agreed to by the Employee affected. Further, it is understood that break periods may be interrupted by emergency calls.

1. In an optional eleven (11) hours and twenty-five (25) minutes per day work week, it is understood that Employees may work a scheduled eleven (11) hours and twenty-five (25) minutes per day shift in the following manner: The shift shall consist of four (4) or five (5) consecutive eleven (11) hour and twenty-five (25) minute days with four (4) or five (5) consecutive days off [four (4) consecutive days off once and five (5) consecutive days off twice within the twenty-eight (28) day shift cycle]. Employees shall be entitled to a total of one hundred (100) minutes in break time, including mealtime, for each eleven (11) hour and twenty-five (25) minute shift.
2. In an optional five (5) day—ten (10) hours and forty (40) minutes per day—work week, it is understood that Employees may work a scheduled five (5) day—ten (10) hours and forty (40) minutes per day—shift in the following manner: The shift shall consist of five (5) consecutive ten (10) hour and forty (40) minute days with four (4) or five (5) consecutive days off [four (4) consecutive days off twice and five (5) consecutive days off once within the twenty-eight (28) day shift cycle]. Employees shall be entitled to a total of one hundred (100) minutes in break time, including mealtime, for each ten (10) hour and forty (40) minute shift.
3. In an optional four (4) day—ten (10) hours per day—work week, it is understood that Employees may work a scheduled four (4) day—ten (10) hours per day—shift in the following manner: The shift shall consist of four (4) consecutive ten (10) hour days with three (3) consecutive days off. Employees shall be entitled to a total of one hundred (100) minutes in break time, including mealtime, for each ten (10) hour shift.
4. In an optional five (5) day—eight (8) hours per day—work week, it is understood that Employees may work a scheduled five (5) day—eight (8) hours per day—shift in the following manner: The shift shall consist of five (5) consecutive eight (8) hour days with two (2) consecutive days off. Employees shall be entitled to a total of eighty (80) minutes in break time, including mealtime, for each eight (8) hour shift.
5. In an optional twelve (12) hours per day work week, it is understood that Employees may work a scheduled twelve (12) hour per day shift in the following manner: The shift shall consist of four (4) or five (5) consecutive twelve (12) hour days with four (4) or five (5) consecutive days off [four (4) consecutive days off once and five (5) consecutive days off twice within the twenty-eight (28) day shift cycle]. Employees shall be entitled to a total of one hundred (100) minutes in break time, including mealtime, for each twelve (12) hour shift.

6. The aAdditional schedule options during this contract e-life of the contract shall will be bargained handled through aduring Labor-Management Meetings between the Police Guild, Police Chief and City Administration consistent with the Public Employees?

~~Collective Bargaining Act, RCW 41.56. National Labor Relations Act which defines mandatory subjects of bargaining.~~

D. Shift Bidding

1. Commencing October 1 of each calendar year, shift bids will be open for the following year. The selection of work shifts will be made by the seniority bid process. Those with the highest seniority will bid first among their job classification within the Patrol Division. Seniority will be based on hire date to, or promotion date of, your job classification. Positions include Patrol Officer and Patrol Sergeant. Shifts will be bid for an entire calendar year with markup changes on January 1, April 1, July 1, and October 1. Each Employee will be allotted a maximum of two (2) work days after notification to complete his/her bidding.
 2. Shift selection shall be assigned through the seniority bidding process for all Guild members, excluding probationary officers. The Chief of Police shall have exclusive discretion to assign probationary officers to shifts based upon a need to further training, to evaluate and to meet departmental needs. Probationary assignments shall be made without altering non-probationary officer(s) shift bids if at all possible. In the event non-probationary officer(s) bid upon shifts are changed, the shift re-bid process defined in Article 8 (D) shall apply. Upon completion of probation, an officer will then be included in the seniority bidding process based upon their original date of hire. (prior MOU draft)
 3. The Chief of Police retains the exclusive right to determine the starting time of the work shifts and the number of shifts in a work day; provided that in the event that an Employee's routine shift starting time is changed by more than two (2) hours and/or the Employee's routine work days are changed after the bidding process, the Department must provide notice of the shift changes in accordance with Article 8 (F) and must allow for the opportunity of a shift rebid process.
 4. This section shall be interpreted as a waiver of the Guild's right to bargain changes in the starting times of work shifts in accordance with its terms, but shall not be considered a waiver of the Guild's right to require the Employer to bargain over changes in the length of the work shifts, for example, five 8's, four 10's, 10:40's, 11:25's, 12's, etc.
- E. There may be split shifts with mutual agreement of the Chief of Police and the Employee. A split shift is defined as noncontinuous work during the same twenty-four (24) hour period.
- F. The Employer agrees that in the event of a routine work week or shift rotation change affecting more than two (2) consecutive days, a fourteen (14) day notice of such change shall be given to each Employee before such change is made, except for a shift change of two (2) hours or less and/or in the case of an emergency as defined above. All other shift changes will be given with a seven (7) day notice. In the event that the Employer changes the routine work or shift rotation and fails to give the appropriate notice, the Employee shall receive overtime pay for any portion of the shift change that is outside the Employee's prior existing scheduled work time.

- G. For the purposes of administration and for the ease of figuring the Employees' benefits, as provided under Article 13, Holidays, and Article 14, Vacation, Education Leave, Sick Leave, of the main agreement, days shall be converted to hours and paid accordingly. Interim/Acting Appointments

At the recommendation of the Chief of Police and by appointment from the Mayor, Patrol Officers, when filling a vacant Sergeant position for seven (7) shifts or more, shall receive an additional 5% of their base pay for the duration of the appointment. The Officer appointed to the Interim/Acting Sergeant position must perform the essential duties of the Sergeant classification, including but not limited to, monitoring patrol activities, taking appropriate corrective/disciplinary action, assuming responsibility for high-risk calls, monitoring and approving reports, monitoring and adjusting the schedule to handle staffing needs, addressing equipment/vehicle issues, and attending supervisor staff meetings.

ARTICLE 9. OVERTIME

A. Daily and Weekly Overtime

1. All work which has been authorized by supervisory or command personnel and is performed in excess of regularly scheduled shifts at straight time in a twenty-four (24) hour period or in excess of forty (40) hours at straight time in a seven (7) day period shall constitute overtime and shall be paid for at one and one-half (1½) times their regular straight time hourly rate unless otherwise provided herein. An Employee working a shift that consists of five (5) days of eight (8) hours of work shall work five (5) consecutive days with two (2) consecutive days off. An Employee working a shift that consists of four (4) days of ten (10) hours of work shall work four (4) consecutive days with (3) consecutive days off.

All work which has been authorized by supervisory or command personnel and is performed in excess of the regularly scheduled twelve (12) hour shift in a twenty-four (24) hour period, or in excess of the regularly scheduled four (4) or five (5) consecutive days of twelve (12) hour shifts, shall constitute overtime. All work which has been authorized by supervisory or command personnel and is performed in excess of the regularly scheduled eleven (11) hour and twenty five (25) minute shift in a twenty-four (24) hour period, or in excess of the regularly scheduled four (4) or five (5) consecutive days of eleven (11) hour and twenty five (25) minute shifts, shall constitute overtime.

All work which has been authorized by supervisory or command personnel and is performed in excess of the regularly scheduled ten (10) hour and forty (40) minute shift in a twenty-four (24) hour period, or in excess of the regularly scheduled five (5) consecutive days of ten (10) hour and forty (40) minute shifts, shall constitute overtime.

The only exception to this will be normal and routine shift rotations at the mark-up changes. The above provisions pertaining to routine shift rotation must be in compliance with FLSA requirements.

2. Those bargaining unit members assigned to the optional twelve (12) hour per day work schedule will accrue one “Kelly Day” per month for a total of twelve (12) “Kelly Days” during a calendar year. This will be in exchange for giving the City ten (10) hours of in-service training or special enforcement days four (4) times per year, totaling forty (40) hours.

The training or special enforcement days will occur on the employee’s regularly scheduled days off. The Chief of Police reserves the right to designate preidentified training or special enforcement days during which vacation and/or compensatory time off requests will not be granted. The training or special enforcement dates will be selected by the Chief of Police and patrol scheduler prior to the annual vacation bid taking place in order to avoid potential conflict.

Employees will not have sick time deducted for missing their scheduled training or special enforcement day. If an employee fails to attend their scheduled training or special enforcement day, he/she will not accrue a “Kelly Day” for that month.

B. Compensatory Time

At the employee’s request, and with the approval of the Chief of Police, a renewable bank of up to sixty (60) hours of compensatory time off may be accumulated at the rate of time and one-half for all overtime hours worked. Accrual over sixty (60) hours will be paid as overtime. Employees shall be allowed to carry over their compensatory time off into the following year.

In regulating the use of comp time, supervisors will use the following guidelines, which have been agreed by the parties in order to ensure compliance with the FLSA. The parties therefore agree it is unduly disruptive to the operation of the Police Department if employees:

- Give less than five days’ written notice of their desire to use compensatory time off, provided that less notice may be given with the mutual agreement of the employee and their supervisor;
- Request the use of compensatory time on any recognized holiday as set forth in this bargaining agreement or on Christmas Eve or New Year’s Eve, when the granting of such time off would require the City to bring in another employee to cover the shift; or
- Request the use of compensatory time during any special event.
- Request the use of compensatory time that requires another employee to be mandated to work overtime (not voluntarily) in place of the requesting employee.

The above list is not intended to be all-inclusive of situations that are unduly disruptive, but rather, is intended to give the parties guidance concerning the unduly disruptive provisions of the FLSA.

C. Pay for Court Appearances

When officers are required to appear to testify in Cheney Municipal Court or work a prisoner transport shift, they shall be guaranteed a minimum of four (4) hours at the rate of time and one-half for all time spent in court. If the court appearance overlaps the officer's scheduled duty shift, the officer shall be compensated at the rate of time and one-half only for that time spent in court prior to and following his scheduled duty shift.

For Court appearances outside of normal work hours, officers will be compensated under the following conditions:

- The case must be of a criminal nature or in conjunction with official duties as a police officer, whether on or off duty and whether civil or criminal in nature.
- Officer must be off duty at court time.
- He/she must sign in and out of service before and after the appearance via the normal protocol.

In the event the above-included appearances are cancelled less than twenty-four (24) hours prior to the scheduled appearance time, the City will guarantee a minimum of two (2) hours at one and one-half (1½) times the regular hourly rate.

D. Pay for Off-Duty Pages/Calls to Supervisors and Investigative Personnel

In the event that an Employee is paged/called during off-duty time to make a decision in their capacity as an Employee for which they will be held accountable, the Employee shall be eligible for no less than one (1) hour of compensation or the actual time spent on the incident, whichever is greater, as described in this article under Daily and Weekly Overtime. In the alternative, the Employee may elect to receive the equivalent amount in comp time.

E. Pay for Off-Duty Call in

In the event that an Employee is called in during off-duty time but during their normal work week, the Employee will be paid at time and a half for the actual hours worked and will be given 8 hours of Admin time off. If the Admin time runs into the Employees normal work shift, the Employee will be paid as normal during Admin time. If an Employee is called in during off-duty time on their days off then the Employee will be entitled to a minimum of **two** hours of pay at time and a half.

ARTICLE 10. MONTHLY SALARIES

- A. 2023 – 9% increase over 2022 base wages
~~2022~~ 2024 – 6% increase over 2023 base wages

~~A.B. Wage Reopener: Notwithstanding Article 10(A), at the request of either party, the parties mutually agree to reopen the agreement for the purposes of bargaining wages.~~

B. Addition of a new classification

~~Prior to entry into the CJTC Academy, a Police Officer Trainee shall be paid receive 15% below entry step (A) of the Police Officer Classification, as set forth in the wage table below. This would be the rate the officer is paid prior to entry into the CJTC Academy.~~

STEP	2022		2023 - 9%		2024 - 6%	
	Month	Year	Month	Year	Month	Year
<u>Trainee (Pre-Academy)</u>			<u>\$4,664.93</u>	<u>\$55,979.16</u>	<u>\$4,944.82</u>	<u>\$59,337.84</u>
<u>1</u>	<u>\$5,035.00</u>	<u>\$60,420.00</u>	<u>\$5,488.15</u>	<u>\$65,857.80</u>	<u>\$5,817.44</u>	<u>\$69,809.28</u>
<u>2</u>	<u>\$5,534.00</u>	<u>\$66,408.00</u>	<u>\$6,032.06</u>	<u>\$72,384.72</u>	<u>\$6,393.98</u>	<u>\$76,727.76</u>
<u>3</u>	<u>\$5,810.00</u>	<u>\$69,720.00</u>	<u>\$6,332.90</u>	<u>\$75,994.80</u>	<u>\$6,712.87</u>	<u>\$80,554.44</u>
<u>4</u>	<u>\$6,101.00</u>	<u>\$73,212.00</u>	<u>\$6,650.00</u>	<u>\$79,800.00</u>	<u>\$7,049.00</u>	<u>\$84,588.00</u>
<u>5</u>	<u>\$6,407.00</u>	<u>\$76,884.00</u>	<u>\$6,983.63</u>	<u>\$83,803.56</u>	<u>\$7,402.64</u>	<u>\$88,831.68</u>
<u>6</u>	<u>\$6,729.00</u>	<u>\$80,748.00</u>	<u>\$7,334.61</u>	<u>\$88,015.32</u>	<u>\$7,774.68</u>	<u>\$93,296.16</u>
<u>Sergeant</u>	<u>\$7,951.00</u>	<u>\$95,412.00</u>	<u>\$8,666.59</u>	<u>\$103,999.00</u>	<u>\$9,186.58</u>	<u>\$110,238.96</u>
<u>Lieutenant</u>			<u>\$9,533.25</u>	<u>\$114,399.00</u>	<u>\$10,105.24</u>	<u>\$121,262.88</u>

B.C. Specialty Pay

~~Detectives will receive an additional monthly stipend of \$200 plus \$150 for Officers below step F of the Police Officer wage range.~~

~~Field Training Officers shall receive \$50 per shift premium pay for each shift working as an FTQ.~~

~~The Firearms Instructor/Training Coordinator will receive \$75 per month for performing duties related to the firearms program.~~

C. Specialty Pay

Members who voluntarily leave or are reassigned from any specialty assignment will no longer receive specialty pay. ~~cease to receive the added pay.~~ Changes to assignments will be communicated to the Human Resources Office. Employees ~~Members~~ may receive only one specialty pay from each of the following three (3) categories. All members assigned to these specialties will be authorized by the Chief of Police approved by the Mayor.

1. Qualified Field Training Officers and the Sergeant supervising the Field Training Unit shall receive \$300 per pay period in addition to their regular pay ~~for which~~ while they are assigned to the Field Training unit. This added pay will cease if the member is reassigned from this unit.

2. Qualified Firearms/Armorer Instructor's/Range Master Instructor's shall receive \$150 per pay period in addition to their regular pay, ~~for~~ for each month they are assigned as a Qualified Firearms/Armorer Instructor. This added pay will cease if the member is reassigned from this unit.

3. Qualified Defensive Tactics / Taser / Less lethal Impact munitions / EVOG shall receive \$100 per pay period, in addition to their regular pay, ~~for the period~~ while they are assigned as a Qualified Defensive Tactics or Taser or Less lethal Impact munitions Instructor or Emergency vehicle operations instructor or any other instructor/specialty classification approved by the Chief of Police. This added pay will cease if the member is reassigned from this unit.

The Guild and the City agree the maximum number of specialty pay positions in each of the three categories is as follows:

- 1. Qualified Field Training Officers and the Sergeant supervising the Field Training Unit – Five (5) Officers and One (1) Sergeant
- 2. Qualified Firearms/Armorer Instructor's/Range Master Instructor's – Three (3)
- 3. Qualified Defensive Tactics / Taser / Less lethal Impact munitions / EVOG – Six (6)

DETECTIVE:

~~Officers~~ Guild Members assigned to the Investigative Division shall receive ten percent (10%) above their current step upon ~~when they receive their promotion~~ assignment into the Investigative Division. Officers assigned to ~~the~~ Detective will continue their normal step progression during their assignment in the investigative division. This added pay will cease if the member is reassigned from this Division.

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Officers assigned to the “at-will” Detective role will serve for a maximum term of ~~ten (10) five (5) seven (7)~~ years assuming they are meeting the expectations set for the position. Any officer wishing to be reassigned from the position at any time during their appointment in the Investigative Division shall ~~investigative division will~~ submit a letter to the Chief of Police and provide ~~ing~~ a minimum of one (1) month notice prior to the date requested for reassignment. ~~of their desire to be reassigned.~~

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Should the City add an additional Detective position, the terms will be staggered for continuity of operations in the Investigative Division.

Eligibility for the Detective Specialty Pay will require five (5) years of experience as a certified police officer including a minimum of two (2) years of experience with the Cheney Police Department.

The City will prepare a job description for the position containing expectations for the position.

D. Deferred Compensation shall be paid as follows:

~~All Guild employees shall receive 3.50% of salary for 2021 and 3.50% for 2022.
All Guild employees shall receive 4.0% of salary for 2023-2024. (Match)~~

D.E. Retention Pay Premiums

~~After 10 years of service with CPD, Guild Members will receive \$75/month
After 15 years of service with CPD, Guild Members will receive \$100/month
After 20 years of service with CPD, Guild Members will receive \$150/month~~

After 4 years of service with CPD, Guild Members will receive \$75/month
After 7 years of service with CPD, Guild Members will receive \$100/month
After 10 years of service with CPD, Guild Members will receive \$125/month
After 15 years of service with CPD, Guild Members will receive \$150/month

Upon successful completion of Probationary Period: \$1,000 one-time gross wage lump sum payment.

Upon successful completion of 3 years of service with Cheney Police Department: \$1,000 one-time gross wage lump sum payment.

~~For the year of 2023 and 2024, Officers & Sergeants all Guild members shall receive additional retention pay in the amount of \$100/month.~~

E.F. Regular Rate

Regular rate of pay shall mean base salary together with any shift differential pay, longevity, specialty pay, educational, or other incentive pays.

G. Shift Premium

When a member is assigned a shift classified as "Power" or "Graveyard", the City agrees to pay the following amounts as a shift differentials:

Power Shift \$1.00/hour
Graveyard Shift \$1.50/hour

Power shift is defined as any shift scheduled to end between the hours of 1901 and 0300.

Graveyard Shift is defined as any shift that is scheduled to end between the hours of 0301 and 1159.

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ARTICLE 11. HEALTH BENEFITS

	City Portion	Employee Portion
Employee	85%	15%
Employee, Dependants, and Spouse	85%	15%

Additionally, the City will contribute the following monthly amounts to a VEBA account for each Guild Member:

2021-2023	\$90
2022-2024	\$90

A. The committee to review available health care plans shall include one sergeant and one officer. The City does provide for opting out of insurance, provided the Employee shows proof of other coverage. If any bargaining unit in the City of Cheney is granted compensation for opting out in the form of a VEBA contribution or other remuneration, this compensation will also be granted to members of this bargaining unit.

B. Dental Insurance

The City will pay for full family coverage and any increases of the current plan.

C. Optical/Vision Insurance

The City will pay the premium for full family coverage.

D. Life Insurance

The City will pay the premium of the AWC Group Life Insurance Term policy for \$50,000 for the Employee for the life of the contract. Additionally, in the event of the death of an active Employee, the Employer shall appoint a liaison to assist the family in obtaining death benefits that they are entitled to.

E. Long-Term Disability Insurance

The City will pay the premium of the AWC Long-Term Disability Plan for the Employee for the term of this agreement. The plan has a ninety (90) day waiting period as per AWC requirements for trial service Employees.

F. L&I Claims

Employees receiving time loss compensation from the Department of Labor and Industries may supplement their time loss payments by deducting from their accumulated time in the following sequence- Sick, Compensatory Time, Vacation. Probationary service Employees will be credited with six (6) vacation days and six (6) sick days upon appointment for the

purpose of this match only. If all vacation and all sick leaves are expended, the City agrees to continue the match for up to six (6) months for probationary service Employees. The employee must return to full-time work for a minimum of one hundred eighty (180) days to be eligible for an additional match.

G. Employees who have been authorized leave due to serious illness or work-related injury may, upon release from his/her physician and approval of the administration, qualify for return to "light duty" assignment within sworn service. For the purpose of this section, "light duty" refers to duty other than normal patrol duties. Nothing in this section shall obligate the Chief of Police to create unnecessary work. Length of the light duty assignments will be determined by the Chief of Police.

H. Employee Assistance Program

The City will pay the premium for the Employee Assistance Program for full family for the term of this agreement.

I. PHYSICAL EXERCISE ON DUTY

One goal of the Cheney Police Department is to encourage good physical fitness. With that in mind, employees may be allowed up to five (5) hours per work week to exercise on duty at a City of Cheney or other approved workout facility. Employees may only exercise while on duty when they have received approval from their supervisor. In no event will employees be allowed to exercise more than 1.5 hours on any workday (this includes showering). When considering a request by an employee to exercise on duty, the supervisor shall take into account the level of staffing, workload, location and type of exercise, ability to respond to a call if needed, and any other condition that might affect the delivery of police services. Officers exercising during a scheduled duty shift will count toward the minimum staffing per Article 7 of the contract. The authorization of physical exercise while on duty will not result in overtime for the Department.

ARTICLE 12. CLOTHING AND EQUIPMENT

- A. Uniform and equipment requests must be approved by the Chief of Police prior to their purchase unless other arrangements have been made with the Chief of Police. Clothing and equipment will be provided according to Appendix A to this contract. In addition, the City-provided body armor shall be replaced pursuant to the manufacturer's replacement schedule.
- B. Equipment or clothing damaged in the line of duty shall be repaired by the Employer. Equipment will be purchased and maintained by the Employer with due regard to Employee health and safety as per Departmental policy. Prescription eyeglasses, contacts, or any other items necessary for an Employee to perform work, which are damaged in the line of duty, without fault or negligence by the Employee, shall be repaired or replaced by the Employer subject to a maximum dollar limitation of \$400 for each event at the Chief's discretion.
- C. The City of Cheney may assign vehicles to Guild members for the benefit of the City's business and security. Guild members may be assigned a take-home vehicle at the discretion

of the Chief of Police and the authorization of the Mayor. Guild Members assigned a take-home car will follow the City of Cheney Motor Vehicle Usage Policy. Failure to do so will result in the City revoking the vehicle assignment.

ARTICLE 13. HOLIDAYS

A. All ten (10) regular holidays shall be paid monthly at eight (8) hours at one and one-half (1½) times the hourly rate. Those holidays are:

- | | |
|----------------------------|------------------------|
| New Year's Day | Martin Luther King Day |
| President's Day | Memorial Day |
| Independence Day | Labor Day |
| Veteran's Day | Thanksgiving Day |
| Day After Thanksgiving Day | Christmas Day |

Employees shall be compensated at eight (8) hours per day at one and one-half (1½) times the hourly rate for total holiday pay.

B. Floating Holidays

One floating holiday may be taken by the Employee but subject to the approval of the Chief of Police and dependent upon work schedules, or may be taken in pay at time and one-half (1½). An additional floating holiday may be taken by each bargaining unit members with the Chief's approval, so long as it does not create additional over time for the department.

Longevity Floating Holidays

To honor those Police Guild Members for their total years of dedicated services from the date of graduation from BLEA, additional floating holidays will be granted on the following schedule:²²

4-7 Years 1 Additional Floating Holiday/year

8-10 Years 2 Additional Floating Holidays/year

11-15 Years 3 Additional Floating Holidays/year

16+ Years 4 Additional Floating Holidays/year

As with all floating holidays these are a use it or lose it benefit.

C. In the event the Mayor of the City of Cheney declares a holiday, it shall be granted or equally compensated.

ARTICLE 14. VACATIONS, EDUCATION LEAVE, SICK LEAVE, ATTENDANCE, MILITARY LEAVE, AND EDUCATIONAL INCENTIVE

A. Each bargaining unit Employee shall accrue vacation time as set forth below, based on his/her continuous length of service accumulated as of the most recent anniversary date of his/her employment.

B. Vacation time shall accrue on the following basis:

<u>Length of Service</u>	<u>Monthly Rate of Annual Leave in Hours</u>
0-3 years	8 hours
4-6 years	10 hours
7-9 years	12 hours
10-12 years	14 hours
12+ years	16 hours

<u>0-3 years</u>	<u>10 hours</u>
<u>4-6 years</u>	<u>12 hours</u>
<u>7-9 years</u>	<u>14 hours</u>
<u>10-12 years</u>	<u>16 hours</u>
<u>12+ years</u>	<u>18 hours</u>

Upon signature of this agreement, lateral Officer's will receive ~~8~~ 10 hours of vacation leave per month during their probationary period. On successful completion of the probationary period, lateral officer will then earn vacation rate accrual based on their length of service as a certified peace officer per the schedule listed in Section B of article 14. This will also apply to all current employees that were hired as lateral officers for vacation accrual beginning in 2021, however their vacation banks will not be retroactively increased.

The maximum amount of vacation that an employee can roll over from year-to-year is 260 hours. Accrued leave in excess of 260 may be carried over in special circumstances with the approval of the Mayor.

C. The rate of annual leave pay shall be the Employee's regular straight-time rate of pay.

D. Vacation Bidding

1. Commencing December 1 of each calendar year, vacation bids will be open for the following calendar year. Vacation bids will open with the senior Employee. He/she and succeeding Employees, by seniority, will be allotted a maximum of two (2) days each after notification, to complete his/her bidding. Each Employee can bid up to a maximum of two (2) weeks' vacation at a time.
2. Requests for additional vacation time must be made in writing to the Chief of Police or his designated Employee at least seven (7) days in advance of the requested time off. The Chief of Police may waive this requirement from time to time as he/she deems best.

3. Additional vacation time may be taken at any time after the bidding period, depending on the service/staffing requirements of the Department. Vacation time already granted to an Employee during the bidding period will not be canceled to accommodate another Employee's vacation request after the bidding period.
 4. An Employee who voluntarily ceases to be an Employee of the Employer shall receive a sum of money equal to their former regular salary for any accrued vacation time which has not been provided; however, in the event an Employee fails to give the Employer at least ten (10) calendar days' written notice before resigning, the foregoing termination vacation pay shall be forfeited.
 5. Subject to the approval of the Chief of Police, the Employer will grant up to a maximum of five (5) days' emergency leave and personal leave per year for serious illness or death in the Employee's immediate family. The immediate family shall be defined as spouse or domestic partner, children, mother, father, grandparents, parents-in-law, brothers, and sisters of the member and his/her spouse. Leave granted will be deducted from accrued sick leave.
- E. With thirty (30) days' notice, the City may grant up to four (4) months' leave of absence without pay for the purpose of educational study at an accredited college or university. The City will consider paying the Employee's tuition for a specific class that will show benefit to the City as well as the Employee. Such class or program must be approved by the Mayor or his/her designee. The Employee need not be on leave to participate. This benefit is to be considered nongrievable.

F. Sick Leave Accrual

Sick leave shall accrue at the rate of ~~nine (9)~~ twelve (12) hours for each month of continuous service up to a maximum of 1000 hours. Sick leave shall accrue for each month in which the Employee is compensated for eighty (80) or more hours of work.

The City recognizes that exposure to a virus or contagious disease may jeopardize the health of others. Therefore, new employees, when hired, shall be advanced ~~84~~ 96 hours of sick leave and shall not accrue additional sick leave until the beginning of their ninth (9th) month of employment.

Upon permanent separation from employment as a result of retirement, death, or layoff; unused sick leave may be invested at a 4-1 ratio in a Voluntary Employee Benefit Account, taken as cash, or placed in a deferred compensation account (VEBA requires annual Guild vote to be an option).

G. Leave of Absence Without Pay

Upon written request of the Employee, the Mayor or his/her designee, after consultation with the Chief of Police, may grant a regular Employee leave of absence without pay not to exceed six (6) months. Approval of such leave shall be in writing and signed by the Mayor or his/her designee. No vacation or sick leave benefits or any other fringe benefits shall

accrue while an Employee is on leave of absence without pay; moreover, the Employee's anniversary date will be adjusted by the length of the leave granted, excluding military leave as specifically outlined in USERRA 1994, Uniformed Services Employment and Reemployment Rights Act of 1994. Upon expiration of a regularly approved leave without pay, the Employee shall be reinstated in the position held at the time the leave was granted or to another equivalent position. The Employee may continue medical, dental, optical, and other insurances by paying the premiums. (If the Employee is on Family Medical Leave, all insurance options will be paid by the City for up to twelve (12) weeks.)

H. Catastrophic Shared Leave

Pursuant to City Policy P8, Employees shall be allowed to voluntarily transfer up to a maximum of forty (40) hours of their accumulated vacation leave during any given fiscal year to another officer (or officers) who is suffering from, or has a relative or household member suffering from, a sudden or extreme and/or life-threatening condition which has caused or is likely to cause the Employee to take leave without pay or terminate employment.

I. Attendance

1. Attendance and punctuality are important to the efficient operation of the City's Police Department. Good attendance and punctuality are essential components of good Employee performance and are measured by objective standards. Poor attendance and tardiness disrupt the City's ability to deliver necessary services in a timely and effective manner.
2. Each Employee shall be responsible for being present at the correct time each day. On occasion Employees may have reason to be absent from work. On these occasions Employees are expected to contact their Supervisor at least two (2) hours before their scheduled starting time on the first day and each subsequent day of an unscheduled absence, i.e., due to a personal or dependent illness or an emergency. Employees must indicate the reason and probable duration of the absence.

J. Accrual of Sick Leave

Employees may convert accrued sick leave in excess of one hundred (100) days to vacation at the rate of one (1) day of vacation for every four (4) days of sick leave converted.

K. Excessive Absenteeism

If the City has reason to believe an Employee may be abusing his or her sick leave, the following steps will be initiated:

1. The supervisor or Chief of Police shall take the appropriate and necessary steps to identify the basis for the leave and attempt to resolve the problem without resorting to disciplinary action.
2. The City may call a labor management meeting with the Employee suspected of abusing sick leave, the Chief of Police, Employee's supervisor, the Employee's Guild

representative, and the City Administrator or his/her designee, at which time a documented account of the Employee's sick leave use will be presented to him or her.

3. The Employee shall then have five (5) working days to research the information provided to him or her to substantiate and justify or not justify the excessive use of sick leave.
4. If the Employee is unable to show justification or cause for the excessive use of sick leave, he or she shall be given up to ninety (90) days to correct the performance and/or to bring the use of sick leave under control. If it is to be less than ninety (90) days, the amount of time necessary shall be mutually agreed upon between the City and the Guild.
5. If, after the expiration of the time period described in paragraph 4 above, the Employee does not succeed in bringing his or her sick leave use under control, the City may then implement any necessary and appropriate disciplinary action up to and including discharge.

L. Military Leave

The Employer agrees to comply with the National Defense Authorization Act. The Employer agrees to abide by the terms and conditions of the National Defense Authorization Act and as required by law.

M. Educational Incentive

~~The Employer shall pay an additional \$25 a month to each Employee who has received a Bachelor's Degree and \$50 a month to each Employee who has received a Master's Degree from an accredited college or university.~~

The Employer shall pay education premiums to those Employees with degrees from an accredited college or university on the following schedule:

Guild Members with an Associate's Degree will receive \$25/month

Guild Members with a Bachelor's Degree will receive \$50/month

Guild Members with a Master's Degree will receive \$75/month

ARTICLE 15. TRAINING SESSIONS AND DEPARTMENTAL MEETINGS

The Employer will ensure that training meets minimum Washington State Criminal Justice Training Commission requirements for law enforcement officers.

The Employer also recognizes the need for contemporaneous investigation of crimes within the City of Cheney. To decrease investigation time, the Employer will provide training to the Police Detective specific to that position.

Mandatory training or department meetings shall be compensated under the same guidelines as court appearances (Article 9C).

Guild officers attending contract negotiation meetings outside of their regularly scheduled shift shall be paid at one and one-half (1½) times in compensatory time. The number of Guild officers compensated for any contract negotiation meetings shall not exceed three (3).

ARTICLE 16. DEPARTMENT CLASSIFICATIONS

A.

<u>Officer Step</u>	<u>Length of service</u>
A	Hire date until academy graduation
B	0-12 months after academy graduation
C	12-24 months after academy graduation
D	24-36 months after academy graduation
E	36-48 months after academy graduation
F	48+ months after academy graduation

Lateral Entry officers will be appointed between steps C and D at the discretion of the Chief of Police. Lateral Entry officers may be appointed to step E or F at the discretion of the Chief of Police and with the Mayor's approval.

B. The promotional process for the rank of Sergeant will consist of the Chief of Police making a selection from a list of interested and eligible applicants for the Sergeant position. This list would be formed by the interested and eligible applicants submitting a letter of interest to the Chief of Police. The list would expire immediately after any vacant Sergeant positions are filled.

A Sergeant will have his or her compensation set at Step A of the Police Sergeant Classification for the first 36 months of service with the City of Cheney Police Department. Beginning the 37th month of service, the Sergeant will progress to Step B of the Police Sergeant Classification. Step B shall be 5% above the rate defined in Step A of the Police Sergeant Classification.

Note: The City and the Guild commit to using the Labor Management Meeting process to discuss changes to the current language reference promotions. Should a mutual decision be made to change the language, a memorandum of understanding will be signed by both parties to change the current language in the contract.

C. The format and content of the evaluations shall be determined by CPD policy, but shall be at least annually and shall reflect an overall performance of either satisfactory or unsatisfactory.

~~D. Appointment to Detective~~

~~All Guild members will have at least three (3) years of experience and have successfully completed their probationary period to be considered eligible for appointment to Detective. The Detective appointment will be for a period of a minimum of three (3) years and a~~

~~maximum of four (4) years. This period can be extended for a period of one (1) year per mutual agreement between the Employee and the Chief of Police.~~

~~Six (6) months prior to the end of a Detective appointment, the Chief of Police or designee shall post a notice and take letters of interest from qualifying members. The Chief of Police shall make the appointment from those interested members submitting letters of interest. If there are no interested parties submitting their letter of interest during the posting period, the Chief of Police may extend the incumbent Detective's appointment for one (1) year.~~

~~Performance/Behavioral issues with the appointed detective will be handled through the disciplinary process. Disciplinary issues may lead to removal from the Detective appointment.~~

D. Lieutenant Classification

The City will add a Lieutenant Classification to the salary ordinance for future consideration and in the event of a change to the organizational structure of the Cheney Police Department. Lieutenant Pay will be 10% above the range for the Sergeant Classification.

E. Seniority

1. Probationary Period. No person shall be appointed to a regular officer's position until he/she has satisfactorily served a probationary period of one (1) year; in the event an officer was hired in a "trainee" status, his or her probationary period of twelve (12) months shall commence from the date of graduation from the academy. Persons reemployed who have formerly acquired regular status in the class shall be subject to probation under the same conditions of employment as any other beginning Employee (Civil Service Rule 11.01).
2. Once an Employee has completed the probationary period, his or her name shall be added to the seniority list and his/her seniority shall be dated back to the first date of hire.
3. Principle of Seniority. The City agrees to recognize the principle of seniority when laying off, rehiring, and reducing work hours with due consideration given to the ability of the Employees involved to perform the available work.
4. Should controversy arise from the application or interpretation of this clause, the City and Guild agree to meet and attempt to settle the matter within seven (7) work days. Should the matter remain unresolved, it may be submitted to the grievance procedure as provided under Article 21 of this Agreement.
5. Breaking Seniority. Seniority (and hours worked towards accruing seniority) will be broken by termination, failure to report within three (3) days of notice to return to work after a layoff, or when laid off for longer than twelve (12) months, or absent from work by any reason of sickness or injury for longer than twelve (12) months unless extended by mutual agreement between the City and the Guild.

F. Part-Time Officers

The terms and conditions of any part-time police officer positions utilized by the Cheney Police Department will be determined by mutual agreement of the City and Guild. Part-time police officers will have the option of being a Guild member in accordance with Article 4.

ARTICLE 17. CHENEY POLICE GUILD BUSINESS

The Employer recognizes the Guild's need to conduct Guild business on duty time and have reasonable access to the Employer's facilities to conduct Guild business so long as such business or activities do not unreasonably interfere with the activities of the Employer.

The Employer agrees to furnish and maintain a suitable bulletin board in a convenient place in each permanent station to be used by the members of the Guild. The Guild shall limit its postings and bulletins to such boards. Management may consult with the Guild for the removal of material that is derogatory to the Department or its Employees.

Except for attendance at contract negotiation meetings, the Employer agrees that it is reasonable for a Guild officer to spend up to two (2) hours a week on Guild business during his regularly scheduled shift. Any request for additional time should be directed to the Chief for consideration and approval.

ARTICLE 18. PERSONNEL FILE

The Employer shall maintain a central personnel file for each Employee in this bargaining unit, which shall contain all pertinent information regarding an Employee's performance, which either has in the past or may in the future, form the basis for disciplinary action or commendation.

No document reflecting critically upon the Employee shall be placed in the Employee's personnel file that does not bear the signature or initials of the Employee, indicating that the Employee has received a copy of the materials. Employees are required to sign all disciplinary actions acknowledging receipt of the same, but such signature shall in no way constitute an admission to the truthfulness or accuracy of such document's contents.

Unless otherwise required by the Washington State Records Retention Act, upon request by the Employee, unfounded internal affairs investigations more than two (2) years of age shall be purged from all City files. The Chief of Police may, upon request, purge unfounded investigative materials prior to the expiration of the two (2) year period, with approval by legal staff.

ARTICLE 19. EMPLOYEE RIGHTS

A. Disciplinary Investigations

Any Employee who will be interviewed concerning an act that, if proven, could reasonably result in disciplinary action against him or her, will be afforded the following safeguards:

1. The Employee will be informed prior to the interview if the Employer believes the Employee is a subject in an inquiry that may lead to disciplinary action.
2. Prior to an interview where the Employer may impose an economic sanction upon the Employee as a result of the underlying incident, the Employee will be informed of the nature of the investigation and allegations and afforded the opportunity to consult with a Guild representative. If, after the complainant is interviewed regarding an action or inaction of an Employee, and further investigation is deemed necessary, the Employee shall be notified, orally or in writing, of the complaint as soon as is practicable. This requirement will not apply where the Employee is under investigation for violations that are punishable as felonies or misdemeanors under Washington law. Also, the Employee will not be notified if doing so would jeopardize either the criminal or administrative investigation. The officer may have a Guild representative present to witness the interview provided the representative does not participate in the interview. However, the interview may not be unduly delayed awaiting an unavailable Guild representative when other Guild representatives are available.
3. Interviews shall take place at Police Employer facilities or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.
4. The Employer shall make a reasonable good faith effort to conduct these interviews during the Employee's regularly scheduled shift, except in cases involving exigent circumstances.
5. The Employee will be required to answer any questions involving noncriminal matters under investigation and will be afforded all rights and privileges to which he/she is entitled under the collective bargaining agreement and Employer rules and regulations. Prior to any questioning, where there is reasonable suspicion to believe the Employee may be the focus of an internal investigation, the Employee shall be notified in writing and acknowledge receipt of the following:

“You are about to be questioned as part of an internal investigation being conducted by the Employer. You are hereby ordered to answer the questions which are put to you which relate to your conduct and/or job performance, and to cooperate with this investigation. Your failure to cooperate with this investigation can be the subject of disciplinary action in and of itself, including dismissal. The statements you make or evidence gained as a result of this required cooperation may be used for administrative purposes, but will not be used or introduced into evidence in a criminal proceeding.”

6. The Employee under investigation or the Employer representative shall not be subject to offensive language or threatened with punitive action. The Employer shall not require the Employee under interrogation to be subjected to visits by the press or news media without their express consent, nor shall their home address be given to the press or news

media without the Employee's consent or lawful order.

7. All interviews shall be limited in scope to activities, circumstances, events, conduct, or acts which pertain to the incident that is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the Employee about information that is developed during the course of the interview.
8. If the Employer requires the Employee to submit to questioning which the Employee reasonably believes could result in disciplinary action, the Employee has the right to have either a Guild representative or an attorney represent the Employee during such questioning. Unless exigent circumstances exist, the Employer must give the Employee five (5) hours' notice to arrange for a suitable representative.
9. The representative has the right to ascertain the charges against the Employee before the interview starts, offer mitigating circumstances and investigatory leads, question the Employee at the conclusion of the interview, consult with the Employee during the interview, and object to inappropriate questions that may relate to privileged communications between the Employee and his attorney.
10. The Employee or his representative and the Employer are permitted to record the proceedings. If the Employer tape records the interview, a copy of the complete interview of the Employee, noting all recess periods, shall be furnished, upon request, to the Employee. If the Employee or his representative records the interview, a copy of the complete interview shall be provided to the Employer upon request.

If an interviewed Employee is subsequently charged and any part of the recording is transcribed by the Employer, the Employee shall be given a complimentary copy thereof.

11. Interviews and investigations shall be completed without unreasonable delay. For investigations that exceed thirty (30) days, the Employee shall be notified, in writing on a monthly basis, of the status of the investigation.
12. Upon completion, the Employee shall be advised of the results of the investigation and any future action to be taken on the incident, within five (5) calendar days of the Employee returning to work.

B. Criminal Investigations

Unless otherwise directed by Washington State Public Disclosure laws, when the investigation results in criminal charges being filed, after the investigation is complete, the Employee will be given an opportunity to review the reports of the investigation with the names of all witnesses and complainants that will appear against him/her. This obligation shall continue even if criminal charges have been filed against the Employee, according to current public disclosure laws.

This article shall not apply to criminal investigations conducted by the Employer. In such criminal investigations, the Employee's refusal to answer questions asked by the investigator will not be a basis for disciplinary action against the Employee by the Employer. The

Employee has the right to not participate in the interview or the investigation and the right to terminate the interview without resulting in discipline.

C. Polygraph Tests

The Employer will comply with state law with respect to the giving of polygraph or voice stress indicator examinations. Upon request of the Employee, he/she may be afforded the opportunity to take a polygraph at the Employee's expense.

D. Use of Force

Employees involved in the use of force shall be allowed to consult with a Guild representative prior to being required to give an oral or written statement about the use of force. Such right to consult with a representative or with counsel shall not delay the giving of the statement more than five (5) hours.

The Employer shall require the Employee to attend critical incident debriefings as arranged by the Department if the Employee is involved directly in a use of force incident resulting in serious bodily injury or death, which the Employer believes may cause emotional distress to the Employee.

E. Personnel Records

Materials concerning discipline shall not be relied upon by the Employer in any subsequent disciplinary action involving the Employee if the materials are more than thirty-six (36) months old unless a valid separate agreement such as a "last chance" or "return to work" agreement is in effect, or if the disciplinary document states it shall be a permanent part of the Employee's file.

F. Reprimands

If the Employer has reason to reprimand an Employee, it shall be done in private or in a manner that is least likely to embarrass the Employee before other Employees or the public.

Note: The City and the Guild commit to using the Labor Management Meeting process to discuss changes to the current language in the contract. Should a mutual decision be made to change the language, a memorandum of understanding will be signed by both parties to change the current language in the contract.

ARTICLE 20. OTHER DUTIES AND PROVISIONS

A. The Employer recognizes the following as duties performed as a matter of public relations over and above the duties of protection of life, limb, and property, including but not limited to:

- Residential and vehicle lockouts
- Minimal Central Dispatch relief and supervision
- Traveler's aid and/or calls
- Referrals of complaints involving other departments
- Certain animal calls—vicious, dangerous animals, etc.
- Referral of animal calls outside the scope of Police Department abilities

The City agrees to discuss with the Guild any other new duties assigned to or requested of the Police Department. In the event that no agreement is reached between the two parties concerning new duties, the matter will be brought before the Civil Service Commission for resolution.

- B. Police Officers shall respond to animal calls if the City has supplied training and equipment to handle the situation.

ARTICLE 21. GRIEVANCE PROCEDURE

A. General Conduct, Discipline, Termination, and Appeal

Reference City Personnel Rules and Regulations, Sections 3.1 through 3.5.2 inclusive, per adoption by City Council June 1994: This recognizes and includes misconduct regarding sexual harassment.

B. Grievances

1. A grievance is defined as a claim or dispute by an Employee with respect to the interpretation or application of the provisions of this agreement.
2. Grievances shall be settled in the following manner:
 - a. The Guild, upon receiving a complaint, shall determine if a grievance exists. If, in their opinion, no grievance exists, no further action is necessary.
 - b. If the grievance does exist, the Guild shall reduce the same to writing, have it signed by the Employee and, with or without the Employee, shall present the grievance to the Chief of Police within thirty (30) calendar days of the alleged occurrence.
 - c. If within fifteen (15) calendar days, the grievance has not been settled, it shall then be submitted to the Mayor or his/her designee for his/her written response within fifteen (15) calendar days of receipt.
 - d. If the grievance is still not resolved, both parties agree to refer the matter to mediation through the Public Employees Relations Commission. If the matter cannot be settled through mediation, then it shall be referred to arbitration.

- e. For grievances relating to disciplinary actions, discharges, or terminations, the parties shall request an arbitrator from the Public Employment Relations Commission (PERC) consistent with chapter 41.58 RCW. For all other grievances, unless the parties agree otherwise, the arbitrator shall be a member of the American Arbitration Association (AAA) or Federal Mediation Conciliation Service (FMCS) and shall be selected in accordance with the established procedures of the AAA or FMCS, depending on which agency is used. The cost of the arbitrator shall be borne by the losing party; in the event there is no loser, the costs shall be borne equally. Each party shall be responsible for its own expenses of representation. In the event this is a cost associated with the rental of a facility to conduct any arbitration proceeding, the parties shall mutually agree to share such expenses equally. The arbitrator shall render his/her decision based on the interpretation and application of the agreement. The arbitrator's decision shall be final and binding.
3. The arbitrator shall confine himself or herself to the issue submitted for arbitration and shall have no authority to determine any other issue not so submitted to him or her. The arbitrator shall not have any authority to change or modify the provisions of this agreement, but shall be authorized only to interpret existing provisions of this agreement as they may apply to the specific facts of the issue in dispute. The arbitrator shall identify the loser (if there is one) in his or her decision.
4. The Employer and Guild can, by mutual agreement, extend the time limits of any of the above steps.

ARTICLE 22. LABOR MANAGEMENT MEETINGS

It is mutually agreed that the City Management and the Police Guild shall work together individually and collectively to provide the public with efficient and courteous service, to encourage good attendance of employees, and to promote a climate of labor relations that will aid in achieving a high level of efficiency in the Cheney Police Department. The City and Guild will have regularly scheduled labor/management meetings, striving to have one each quarter.

ARTICLE 23. GUILD PARTICIPATION

Prior to the submission of the preliminary budget to the City Council, the Mayor or his/her authorized representative will meet with the Guild at reasonable times each year to discuss fringe benefits and wage rates of members of the bargaining unit, in order to give full consideration to such items, if requested.

ARTICLE 24. ENTIRE AGREEMENT

- A. The agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

B. The parties acknowledge that each has had the unlimited right and opportunity to make proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in the agreement.

ARTICLE 25. SAVINGS CLAUSE

Should any provision of this agreement be found to be in violation of any federal, state, or local law, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

ARTICLE 26. DURATION OF THIS AGREEMENT

This agreement shall become effective January 1, ~~2024~~ 2023, and shall remain in effect through December 31, ~~2022~~ 2024. In the event negotiations for a new agreement have not been completed by January 1, ~~2023~~ 2025, the provisions contained in this agreement may remain in effect by mutual agreement until the conclusion of the negotiations for a new agreement.

SIGNED THIS _____ DAY OF _____, 20~~23~~24.

CITY OF CHENEY

CHENEY POLICE GUILD

APPENDIX A. EQUIPMENT AND CLOTHING

Existing Employees shall have their uniform and equipment allotment maintained in accordance with the approved Uniform List. Said uniforms and equipment shall remain the property of the City. The style, color, material, quality, and manufacturer of all uniform items are to be determined jointly between the Guild and the Chief of Police. The final determination will be made by the Chief of Police.

The following items shall be provided by the Department to all new hires and/or purchased or replaced for all sworn personnel should the item be deemed by the Employee's supervisor to no longer be in a serviceable condition, or if they never were issued the listed item.

- 3 pair of wool trousers
- 3 long sleeve wool shirts
- 3 short sleeve wool shirts
- 1 water resistant winter coat
- 1 sweater
- 1 badge
- 1 duty belt with 4 keepers
- 1 inner belt
- 1 set of duty belt suspenders (Employee option)
- 2 sets of handcuffs with cases and key (optional double cuff case)
- 1 OC-10 canister and holder
- 1 approved baton and holder
- 1 Department radio and holder
- 1 rubber glove holder
- 1 protective vest—ballistic vest level should meet or exceed Department ammo
- 1 rechargeable flashlight and holder
- 2 pair of collar brass and 2 metal name bars
- 1 tie and tie bar
- 1 pair of black duty boots
- 1 pair of black duty shoes
- 1 Police baseball cap
- 2 metal ticket books
- All Department patches, hashes, cloth badges, and cloth name tag
- 1 service weapon and 3 magazines (duty ammo)
- 1 holster, level 2 or better, and double magazine pouch

Alternatively, officers may opt to exchange up to two of the top three items for an equal number of jumpsuits (1 pair trousers + 1 long sleeve shirt + 1 short sleeve shirt = 1 jumpsuit). Every officer would be required to maintain one set of trousers, long sleeve shirt, and short sleeve shirt in addition to the jumpsuits.

Probationary Employees will only receive two uniforms until the conclusion of their probation period, and may opt instead to maintain one class A (trousers, long sleeve shirt, and short sleeve shirt) and one jumpsuit.

The City shall continue to provide special items to officers with special requirements in the event the City approves such programs (motor, bike patrol, etc.).

All equipment items and safety equipment shall be worn and used according to directive by the Chief of Police.

APPENDIX B. SERVICE AWARD PROGRAM

A regular employee who has completed the years of employment since the most recent date of hire as a regular employee with the Cheney Police Department indicated below will receive the following service awards. A regular employee whose employment with the city is interrupted by lay off will receive credit for the continuous length of service as a regular employee immediately prior to and immediately following the lay-off.

- 5 years of service: A letter of appreciation from his/her Department Head, a certificate of service signed by the City Manager and the Mayor.
- 10 years of service: A letter of appreciation from the City Manager, a certificate of service signed by the City Manager and the Mayor.
- 15 years of service: A letter of appreciation from the City Manager, a certificate of service signed by the City Manager and Mayor.
- 20 years of service: A letter of appreciation from the City Manager and Mayor, a plaque of service signed by the City Manager, Mayor and the Councilmembers.
- 25 years of service: A letter of appreciation from the City Manager and Mayor, a plaque of service signed by the City Manager, Mayor and the Councilmembers.