AGREEMENT

by and between

CITY OF LYNNWOOD, WASHINGTON

and

LYNNWOOD POLICE GUILD

(Representing the City's Sergeants of Police)

January 1, 2016 through December 31, 2018

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And
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(Representing the City's Sergeants of Police)

January 1, 2016 through December 31, 2018

THIS AGREEMENT is by and between the CITY OF LYNNWOOD, WASHINGTON, hereinafter referred to as the Employer, and Lynnwood Police Guild representing the sergeants of police, hereinafter referred to as the Guild.

ARTICLE I DEFINITIONS

1.1 For the purpose of this Agreement the following definitions will control:

1.1.1 Bargaining Unit shall be as defined in Article 2.1.

1.1.2 Employer shall mean the City of Lynnwood, Washington.

1.1.3 Employee shall mean all sergeants included in the bargaining unit.

1.1.4 Guild shall mean Lynnwood Police Guild.

1.1.5 Regular Hourly Rate of Pay shall mean the total non-overtime compensation (inclusive of all wage "augments") received by an employee.

1.1.6 Straight Time Rate of Pay shall mean the hourly rate as shown on the attached pay scale without any wage "augments".

1.1.7 Overtime Rate of Pay shall mean time and one-half the employee's "Regular Hourly Rate of Pay".

ARTICLE II BARGAINING UNIT

2.1 The Employer recognizes the Guild as the exclusive bargaining agent for all regular full-time commissioned employees of the Lynnwood Police Department who have completed the State required police academy with the exception of officers above the rank of sergeant and those personnel recognized as exempt under the definition of the Public Employees Bargaining Act per applicable PERC certification dated January 30, 1992.

2.2 Designated representatives of the Guild shall suffer no loss of pay when attending meeting(s) with the Employer while on duty related to the administration of this agreement. Advance permission shall be secured by the employee from his appropriate supervisor.

ARTICLE III GUILD MEMBERSHIP

3.1 Employees shall become and remain members in good standing in the Guild or pay a monthly service fee not to exceed the monthly Guild dues in effect to the Guild.

3.2 In the event an employee fails to meet the requirements set forth in Section 3.1, the Guild may give the Employer a reminder of this fact, with a copy to the employee. The employee shall comply within fourteen (14) calendar days of receipt of such reminder.

3.3 Guild Notification: Within seven (7) days of date of employment, the Employer shall notify the employee of his obligations under the provisions of this Article, with a copy of the notice to the Guild.

3.4 The Guild shall hold the Employer harmless from any claims filed by any employee arising out of Article 3 or 4 of this Agreement.

3.5 Bulletin Board: The Employer shall provide bulletin board space for notices of Guild meetings, elections, social events and other suitable notices similar in nature in an area accessible to employees covered by this Agreement. The Police Guild may use the City's electronic mail (e-mail) for communications pertaining to Guild business, i.e. meeting times, places and agendas, voting, and election results. Other communications pertaining to Guild business shall be approved in advance by the Police Chief.

ARTICLE IV PAYROLL DEDUCTION

4.1 For such employees of the Employer as individually and voluntarily certify in writing that they authorize such deductions, the Employer shall deduct from pay each month the Guild dues, in an amount certified by the Guild. Such amount shall be remitted promptly to the duly designated officer of the Guild.

ARTICLE V WORKWEEK

5.1 The workweek shall average forty (40) hours per week, for a yearly total of two thousand eighty (2080) hours for those employees on eight (8) hour shifts with five (5) days on and two (2) days off, or employees on ten (10) hour shifts with four (4) days on and three (3) days off. The workweek shall average forty-two (42) hours per week for those employees on twelve (12) hour shifts with three (3) days on and three (3) days off.

The Department will utilize a six-month shift rotation for the patrol division. One bid process, on or about the first week of November, will be held for each subsequent calendar year with the employees bidding for each of the two 6 month rotations. The bid process will be

announced in a manner allowing appropriate notification to all employees assigned to the patrol division. Sergeants will be advised of their seniority on the department as indicated by their date of hire adjusted by any unpaid absences of 5 days duration or longer.

Sergeants will be provided a date and time by which to indicate their preference of shift assignments. Should the employee fail to respond prior to the deadline he shall sacrifice his place in the bid process and be re-inserted at the time he makes himself available to draw a shift.

A sergeant will be allowed to bid the same shift, day or night, on two successive draws. On the third draw he must exercise a bid on a different shift. After the completion of the third shift he may elect to draw his previously preferred shift for another two successive periods upon which he must then draw an alternative shift. A sergeant may request approval for working the same shift more than two consecutive six months rotations via his chain of command to the Chief of Police. The Chief may, in his sole discretion, approve or deny this request. Such decision shall not be subject to the grievance process.

In no event shall a sergeant be forced to work the same shift more than two consecutive rotations due to seniority. Sergeants in this situation may be administratively assigned with regard to seniority of the remaining sergeants.

If a 10 hour shift is worked in the patrol division the majority of the hours worked on either nights or days will constitute the shift for purposes of subsequent shift bidding. For example, an employee working from 1200 hrs. to 2200 hrs. would be deemed to work a "day" shift for purposes of the next bid process.

The administration reserves the right to place probationary sergeants on a specific shift before the bidding process begins. Non-probationary sergeants will then select from remaining shifts.

Employees reassigned to the patrol division from other organizational units shall not be allowed to exercise their shift bid seniority until the next bid cycle and shall be assigned where the personnel needs of the department dictate.

5.1.1 The work period for employees assigned to eight (8) hour shifts with five (5) days on-duty and two (2) days off-duty or ten (10) hour shifts with four (4) days on-duty and three (3) days off-duty shall be 28 days and the work period for employees assigned to twelve (12) hour shifts with three (3) days on-duty and three (3) days off-duty shall be 24 days.

5.2 The normal work day shall either be eight (8), ten (10), or twelve (12) consecutive hours. The normal shift schedules shall provide for either a five (5) day on-duty, two (2) day off-duty, a four (4) day on-duty, three (3) day off-duty, or a three (3) day on-duty, three (3) day off-duty shift arrangement. The Employer shall have the right to determine reasonable hours of work.

Patrol shifts shall utilize either a twelve (12) hour shift with three days on and three days off, or a ten (10) hour shift with four (4) days on and three (3) days off. In the event either party desires a change to eight (8) hour shifts the work week can be modified by mutual agreement between the City and the Guild.

Criminal investigations and narcotics detective sergeants (excluding the administrative polygraph examiner) shall utilize a ten (10) hour shift with four (4) days on and three (3) days off unless modified as provided for in the preceding clause.

Other staff, training, technical, administrative officers and polygraph examiners shall normally work an eight (8) hour shift with five (5) days on and two (2) days off on the standard forty (40) hours a week scheduling unless modified as addressed previously.

Nothing in this article shall prevent an employee from working an alternate shift upon mutual agreement between the employee, the City and the Guild.

5.3 Special assignments: Sergeants receiving premium pay (e.g. narcotics and CID sergeants, administrative sergeants, sergeants assigned a Police K-9, traffic motor sergeants, S.O.S., DRE's, Planning Training and Accreditation) will be rotated consistent with administrative and personnel requirements. Such specialty assignments shall be made at the discretion of the Chief of Police. Any assignments or re-assignments do not constitute a promotion or, conversely, a demotion.

5.4 Except in bona fide emergencies, the employer will provide five (5) days written notice prior to changing an employee's regular shift schedule, unless waived by mutual agreement. Should five (5) days notice not be accomplished because of the failure or inability to notify the employee, the first work day of the changed schedule shall be subject to overtime compensation.

5.5 Working Out of Classification - In the event an employee is assigned in writing by the Chief of Police or his designee to act in the capacity of a higher rank for the majority of a full shift, such employee shall receive an additional 10% pay for that acting time period in the higher rank. Sergeants assigned to a position for a time period greater than one (1) week in length that are receiving specialty pay will be relieved of such pay unless they are bi-lingual, or are a sergeant assigned a Police K-9. Any overtime compensation will accrue at the acting rate of pay.

ARTICLE VI 12 HOUR SHIFT ASSIGNMENT TIME

6.1 The employer acknowledges the 12 hour schedule results in the employee working more than the normal 2080 hours annually.

6.2 The employer agrees to compensate for these hours as set forth in the following clauses. Such compensation shall constitute full and complete compensation for the extra hours worked annually.

6.3 Employees assigned to the patrol division and working 12 hour shifts as of the date the patrol vacation bid process takes place shall select 36 hours of leave time for usage from January 2nd to June 30th. The employee shall select a second 36 hours of leave time for usage from July 1st to November 15th.

6.4 These selections shall take place in accordance with the same procedures as utilized for the vacation draw process and shall follow the seniority provisions as vacation draws.

6.5 Shift assignment leave time dates drawn may be rescheduled by the employee with the approval of the patrol commander but it is not eligible for carry over from the calendar periods set forth in 6.3. Shift assignment time not utilized will be forfeited and not subject to compensation unless due to exigent departmental staffing issues as determined by the department.

6.6 38 hours of shift assignment time shall be paid at the regular time rate of pay as defined in Article I, Section 1.1.5 of this contract. This pay is in compensation for extra 12 hour shift hours worked from September 1st of each year. Such pay will be made as outlined in Article VIII, Section 8.3. This pay shall be made on the first payroll in December of each year.

6.7 Employees on loan to the patrol division and assigned to 12 hour shifts shall receive shift assignment pay at the rate of 4 hours worked per pay period. Employees assigned between pay periods shall receive 2 hours of shift assignment pay per calendar week. Such pay will be at the regular rate of pay as defined in Article I, Section 1.1.5 of this contract.

6.8 Employees transferring or on loan to other divisions or sections of the department not utilizing 12 hour shifts shall not continue to accrue shift assignment pay. Should 12 hour shift assignment leave time been utilized beyond the amount earned the employee shall compensate the City through accrued compensatory time or vacation. The determination of leave time shall be calculated in accordance with clause 6.7.

ARTICLE VII OFF DUTY TIME

7.1 Off duty time shall consist of all time worked beyond the end of a scheduled shift, time worked when ordered to report back to duty after going home, time when called on a day off and all off duty time required to be spent in court in cases arising directly from the officer's employment as a Lynnwood police officer.

ARTICLE VIII OVERTIME

8.1 Any time worked in excess of the scheduled hours of work shall be paid at the overtime pay rate. Overtime shall be paid at one and one-half (1-1/2) times the employee's regular hourly rate of pay. Overtime shall be accrued in increments of one-half hour, with the major portion of one-half hour to be paid as one-half hour. It is the parties' intent that compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement, which is what the parties, understand to be the current practice. This article shall constitute a no pyramiding clause applicable to all provisions of this contract.

8.2 All overtime must be authorized by the Chief of Police or his designee.

8.2.1 Compensatory time may be accrued by an employee at the overtime rate in lieu of pay for court time, callbacks, training or overtime up to a maximum of sixty (60) hours (i.e. forty (40) hours at time (1) and one-half (1/2).

8.3 Compensatory time shall be allowed when requested by the employee and approved by the employer. All compensatory time requested during the calendar year but not taken by November 1 of that year shall be paid at the regular rate of pay on the last payday of November.

8.4 Daylight Savings Time: Employees who work a longer shift when the clocks are moved back one hour to Standard Time in the Fall will be paid for time worked in excess of the employee's normal workday at the overtime pay rate. Employees who work shorter shifts when the clocks are moved forward one hour to Daylight Savings Time in the Spring will be required to utilize one hour of vacation leave or comp time, at the employee's election. Employees taking a scheduled work day off shall log the number of hours on their time card as they would on a normal work day.

ARTICLE IX CALL BACKS

9.1 Any sergeant called back after finishing his regular shift and leaving the employer's premises, or called to report on his day off for any reason (including being called into court on matters arising directly from the sergeant's employment as a Lynnwood police officer), shall be guaranteed three (3) hours pay at the overtime rate of pay. When the specific job or problem that the employee is called back for is completed he shall not be given additional assignments, but shall be permitted to leave at that time, except in the case of a public safety emergency. If the assignments require time over the three (3) hour guarantee, all time over the three (3) hours shall be paid at the overtime rate of pay. Time worked that is contiguous to the regular shift (before or after) shall be considered a shift extension and shall be paid as overtime and not a callback.

9.2 When a sergeant is required to appear in court within a two (2) hour period immediately preceding his regular shift, he shall be entitled to pay at the overtime rate of pay from the time of his appearance to the time his regularly scheduled shift begins, whatever that period of time shall be. If any time shall remain after the officer's completion of court, he shall make himself available to the Police Department to be assigned to duty until his regular shift begins.

All court time accumulated which begins when a sergeant is on duty and extends past his regular shift shall be compensated at the overtime rate of pay for the period following his regular duty shift. All court appearances other than those mentioned above, shall be paid for at a minimum of three (3) hours at the overtime rate of pay and at the overtime rate of pay for any time over the three-hour minimum. For other than Lynnwood Municipal court, employees shall include documentation of the overtime worked along with the overtime compensation request.

9.3 In the event a sergeant is given less than twenty-four (24) hours notice of cancellation of a scheduled off-duty court appearance, he shall be entitled to three (3) hours pay at the overtime rate of pay. If court is cancelled prior to 24 hours no compensatory time will be paid.

Notice of cancellation for municipal court will first be attempted by direct phone message. If no contact is made, a message to department voice mail indicating time and date of message shall suffice as notification.

Subpoenas or notifications for superior or district court cases will be served via email. It is the employee's responsibility to check the Snohomish County subpoena tracking web site (Justice Viewer) for all updates related to the case for which they are subpoenaed or notified as to attendance. In the event the employee does not have access to the internet they may call the police clerks to request that a check be completed for them.

For all processes it shall be the employee's responsibility to check for cancellation prior to attending court. Employees who are absent from work due to leave or illness shall be responsible for notification to the entity issuing the subpoena or notification of their unavailability.

9.4 In-Service Training: All sergeants may be required to attend in-service training sessions and/or general meetings scheduled by the Police Chief. The Employer reserves the right to alter an employee's schedule to accommodate training with five (5) days' advance notice, unless waived by mutual consent. All training performed on off-duty time will be compensated at the overtime rate of pay with a minimum of three (3) hours overtime compensation unless such overtime immediately precedes or follows a scheduled shift assignment in which case the actual hours worked will be compensated. Compensation will be paid in accordance with the FLSA for all training occurring away from City facilities inclusive of FLSA travel compensation regulations.

9.5 All sergeants training off-duty shall be entitled to an unpaid thirty (30) minute meal period during a shift. For personnel attending training on-duty where the training day exceeds eight (8) scheduled hours lunches will be non-paid.

ARTICLE X BREAKS

10.1 All sergeants shall be entitled to a thirty (30) minute meal period plus two (2) fifteen (15) minute rest breaks during a shift.

ARTICLE XI HOLIDAYS

11.1 The following holidays are hereby declared to be official holidays:

New Years Day	January 1
Martin Luther King Day	3rd Monday of January
Presidents' Day	3rd Monday of February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday of November
Friday Following Thanksgiving	
Day Before Christmas	December 24

Christmas Day	December 25
Plus One Additional Day (taken in time off for 8 and 10 hour shift schedules as of January 1st of each year)	Floating holidays, to be scheduled by mutual agreement between the Employer and employee.

11.2 The dates specified are applicable to sergeants working other than a Monday through Friday work schedule when such work schedule is in effect. For sergeants who are working the Monday through Friday work schedule in an organizational unit in the Bureau of Investigation and Services, these sergeants shall have the paid holiday recognized on the date which it is generally observed by other City employees in lieu of those listed in 11.1. In the event the employee is required to work a holiday, he shall be paid in accordance with Sections 11.3.

11.3 For employees working an eight (8) hour shift Monday through Friday, or a ten (10) hour shift with four (4) days on duty and three (3) days off duty, all hours worked on any of the official holidays listed above shall be paid a holiday premium rate of time (1) and one-half (1/2) for all hours worked on that holiday which shall be in addition to normal pay for that day. In no event will any hours of work be paid at a rate of more than one and one half (1 ½) times the regular rate of pay in addition to the regular hourly rate of pay.

For employees working a twelve (12) hour shift, all hours worked on any of the official eleven (11) holidays shall be paid at a rate of time and one-half (1-1/2) the employee's regular rate of pay for all hours worked on that day which shall be in addition to the regular hourly rate of pay. In no event will any hours of work be paid a rate of more than one and one half times the regular rate of pay in addition to the regular hourly rate of pay.

11.4 The twelfth (12th) holiday (floating holiday) applicable to those working eight (8) hour shifts, ten (10) hour shifts or for employees reassigned from twelve (12) hour shifts prior to July 1st for the remainder of the year, shall be given in accordance with Section 11.1, and the floating holiday must normally be taken as the first day of leave during the calendar year of entitlement. If for some reason the day is not taken it will lapse at the end of the calendar year.

11.5 In addition to the holidays specified herein, any day or portion thereof declared as a special holiday for other City employees by the City Council shall be recognized as a holiday.

11.6 The sergeant assigned to a ten (10) hour shift schedule, shall be given an additional day off when a recognized holiday falls on one of his scheduled days off. The day shall normally be added to the two days he is off during that holiday week, whichever applies.

11.7 Except for callbacks on holidays, holiday compensation for employees on eight (8) and ten (10) hour shifts, holiday compensation shall not exceed a total of ninety-six (96) hours in any one calendar year. Compensation shall be made through holiday pay, additional days off or a combination of both methods. The ninety-six (96) hours shall include the sergeant's floating holiday.

11.8 Whether or not an employee works on a specific holiday shall be determined by the Chief or his designee. Shift staffing and anticipated workload shall continue to be used to decide whether an officer will be assigned a shift or given the day off instead. Employees normally

assigned to a ten (10) hour shift schedule will work one holiday consistent with the direction of the applicable Commander of Police. Such holiday compensation will be paid as compensatory time at the holiday rate of 1.5 times hours worked. The employee may work one additional day that immediately follows a recognized holiday falling on the ten (10) hour shift schedule employee's regular day off which the employee would not normally be scheduled to work in lieu of the holiday.

ARTICLE XII VACATIONS

12.1 All regular full-time employees will accrue vacation privileges based on the following schedule:

AFTER	HOURS ACCRUED
1 year	80
2 years	110
6 years	150
9 years	158
11 years	178
16 years	190
20 years	210

12.2 Workload and scheduling permitting, employees shall be allowed to take their vacation and have this time be consecutive with accrued holiday and compensatory time off. By December 1 of the previous year employees will submit their three top vacation requests in order of priority. These requests should be submitted in increments of one week (as defined by the employee's work schedule, i.e. 36 hours for 12 hour shifts, 40 hours for 8 and 10 hour shifts). Vacation requests for each calendar year shall be allocated on the basis of seniority if submitted by December 1 of the previous year. The annual vacation schedule as approved by the Employer must be posted by January 15. Thereafter, vacation requests will be administered on a first come, first granted basis.

12.3 Vacation shall be taken within the twelve (12) month period following the period for which it is accumulated and may not be extended without the approval of the Mayor. Vacation accrued beyond the maximum accrual rate of twice the annual vacation entitlement (as of January 1st) shall be forfeited unless such overage is through no fault of the employee.

12.4 Employees shall be eligible to participate in the City's shared leave program as provided for in LMC 2.54.035.

ARTICLE XIII SICK LEAVE

13.1 The Employer shall provide sick leave salary allowances as provided by State Statute (RCW 41.26) for employees hired on or before September 30, 1977, Employees hired on or after October 1, 1977, shall receive sick leave accruals as follows:

Upon employment, employees will be credited with thirty-six (36) hours of sick leave. Sick leave with pay shall accrue at the rate of eight (8) hours of leave for each full calendar month of the employee's service beginning with the fourth month of service. Any such leave accrued but unused in any year shall be accumulative for succeeding years. Employees who are granted a leave of absence with pay for any purpose shall continue to accrue sick leave at the regularly proscribed rate during such absence. Upon termination of employment any unused sick leave may be converted to pay on the following basis:

Termination (voluntary or discharge): Five (5) hours of unused sick leave = one (1) hours pay to seven hundred twenty (720) hours.

Termination by layoff: Three (3) hours of unused sick leave: one (1) hour pay up to 720 hours.

Retirement under the Law Enforcement Officer Fire Fighter retirement system or non-duty death of employee:

Effective January 1, 2016:

A. For employees with less than 1000 hours of accrued sick leave:
The first 192 accrued hours are paid at 100%. Hours accrued from 193 to 999 are paid on a 3-1 ratio (three hours of sick leave equals 1 hour of pay). The maximum total payout is 368 hours. *For example*, an employee with 720 accrued hours receives 368 hours of paid sick leave.

B. For employees with at least 1000 hours of accrued sick leave:
The first 100 accrued hours are paid at 100%. Hours accrued from 101 to 1600 are paid at 30%. The maximum total payout is 550 hours. *For example*, an employee with 1600 accrued hours receives 550 hours of paid sick leave.

On-Duty Death of employee:
2 years accumulation (192 hours) or 50% of employee's sick leave balance to a maximum of 800 hours whichever is greater.

13.2 An employee eligible for sick leave with pay shall be granted such leave for a bona fide illness or physical incapacity of the employee resulting from cause beyond the employee's control or as provided for by RCW 49.12.270.

13.3 Sick Leave Incentive: Full time employees under the provisions of this contract who utilize twelve (12) hours or less of sick leave during the first half and or second half of a calendar year may opt to receive eight (8) hours at the regular rate of pay on the second pay period in July and January respectively and eight (8) hours of sick leave accruals deducted from their earned sick leave balance.

The calculation of sick time usage includes use of regular sick time and sick leave covered under the Family Medical Leave Act (FMLA). The provision of this sick leave incentive is to encourage the minimizations of sick time usage. Accordingly, this provision will remain in effect in the event that the average sick time usage, as calculated for the Department in its

entirety, remains at a figure of forty-eight (48) hours of sick leave or less. Should the Departmental average exceed forty eight (48) hours in a calendar year, exclusive of FMLA, this provision will no longer be in effect.

13.4 The City will provide up to one hundred sixty (160) hours of industrial insurance leave for employees to use in lieu of sick leave to supplement the employer's obligations under the supplemental disability benefits available under LEOFF II. This benefit will only apply to time loss occasioned by the acts of aggression of another or those circumstances where the Chief of Police, in his sole discretion, determines that this section should apply.

13.5 Modified Duty: In the event a LEOFF II member becomes sick or disabled as a result of circumstances during on-duty employment, the Employer may require the employee to report to perform modified duties as provided by applicable state law, which shall not be subject to the grievance procedure.

13.6 Modified Duty: In the event a LEOFF II member- becomes sick or disabled as a result of circumstances outside the employee's employment, the Employer may offer the LEOFF II member modified duty status using the following guidelines:

1. The City and an employee shall agree upon a modified duty status job that will permit the employee to work within the Department in a capacity that the employee is capable of performing.

2. Employees on modified duty will be compensated at the employee's rate of salary. If the employee is assigned to a specialty that pays more than that employee's normal assignment at the time of the employee's temporary disability, specialty pay shall not be owed as a result of that assignment.

3. Modified duty will only be offered for a reasonable period of recuperation and when there is reasonable prognosis for the employee's return to full duty.

4. As a condition of agreeing to a modified duty status job, the Employer may require the employee to be examined by and the Employer may consult with appropriate health care providers to make a determination of an employee's disability from performing full duty, ability to perform on modified duty status, and ability to return to full duty.

5. While an employee is on modified duty status and being compensated at his/her normal rate of salary, work permits to perform off-duty employment shall either be canceled or shall not be available to the employee, unless specifically authorized by the Police Chief in writing.

ARTICLE IV BEREAVEMENT/EMERGENCY LEAVE

14.1 Bereavement Leave: A full-time employee who has a member of his immediate family taken by death may request up to three (3) days off without loss of pay to attend the funeral and make necessary arrangements. Immediate family shall be defined as husband, wife, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandparents, or

grandchildren of the employee. Up to two (2) additional days off may be granted at the sole discretion of the Chief of Police for exceptional circumstances such as distant travel.

14.2 Emergency Leave: Compensatory or vacation leave may be used subject to approval of the Chief, or his designee, when it is necessary that the employee leave work to attend to an emergency in the employee's household due to serious threat to life or property, in accordance with any applicable provision(s) of the Lynnwood Municipal Code as it exists on the date of execution of this agreement.

14.3 Jury Duty: An employee who is called upon for involuntary jury service in any Municipal, County, State or Federal Court, shall advise the Employer upon receipt of such call, and if taken from his work for such service, shall be reimbursed as provided herein, for any loss of wages while actually performing such service; provided, however, he shall exhibit to the Employer his properly endorsed check and permit the Employer to copy the check or voucher he received for such service. The amount the employee shall be reimbursed shall be determined by subtracting the amount he received for such service from the amount he would have earned at his regular hourly rate of pay (specialty and/or incentive pay would be included if applicable) during the regular working hours he missed while performing such service. If the employee is released from jury duty at any time while serving, he shall report immediately to his supervisor for duty assignment. Immediately upon receiving a summons, the employee will contact the administrative assistant to the Chief of Police and obtain a written letter to be signed by the Chief of Police to apprise the Court of their employment as a police officer and advise the Court that their service as a juror may negatively impact police department staffing levels.

ARTICLE XV HEALTH AND WELFARE

15.1 The Employer shall provide such coverage for the employees as is mandated by RCW Chapter 41.26, the Law Enforcement Officers and Firefighters Retirement System Laws of 1969, as revised. The Employer shall provide Medical and Dental Insurance Plans as set forth in this Article. The Employer and the Guild recognize that coverage changes may be initiated and implemented by the insurance carrier(s) and shall not be prohibited. The Employer acknowledges the duty to bargain the effects of such changes on the Guild membership.

For 2016 and 2017, the Association of Washington Cities (AWC) Regence Health First No Deductible Plan and the Group Health Ten Dollar Co-Pay Plan shall be available. Effective January 1, 2018, the AWC Regence Health First 250 Plan and the Group Health Twenty Dollar Co-Pay Plan shall be available. As soon as administratively practical following ratification of this Agreement, the AWC Regence High Deductible Health Plan (HDHP) with Health Savings Account (HSA) will be available and will remain available for the duration of this Agreement.

Employees hired on or after January 1, 2016 may not enroll in a Health First plan. Such employees must choose between the available Group Health plan and the HDHP with HSA plan.

The Employer shall pay the premiums for health and welfare plans (Medical, Vision for employee only, Life, and Dental) for the employee. The Employer shall pay 90% of Dental premiums for the employee's enrolled dependents. The Employer shall pay ninety percent (90%) of Medical premiums for the employee's dependents who are enrolled in Health First or Group Health, and 100% of Medical premiums for the employee's dependents who are enrolled in the HDHP plan. The City will not cover the $10 co-pay for yearly vision health checks. If the co-pay is increased to exceed $10 the employer acknowledges the duty to bargain the effects of such changes on the guild membership. The life insurance benefit shall be one (1) times annual salary to a maximum of $50,000. Additionally, the Employer agrees to a section 125 plan to provide for pretax payments of employee insurance co-pay.

For employees enrolled in the HDHP with HSA plan, the Employer will contribute the following annual amounts into the employee's HSA:

Employee Only	$2000	
Employee + 1 dependent	$3000	In addition on an annual basis: after the employee pays the first $8,000 of the $10,000 HDHP out-of-pocket maximum (e.g., the $3000 HSA plus $5,000 additional dollars out of pocket), the City will reimburse the employee up to $2,000 of the remainder of the out-of-pocket maximum.
Employee + 2 dependents	$4000	In addition on an annual basis: after the employee pays the first $9,000 of the HDHP $10,000 out-of-pocket maximum (e.g., the $4000 HSA plus $5,000 additional dollars out of pocket), the City will reimburse the employee up to $1,000 of the remainder of the out-of-pocket maximum.
Employee + 3 dependents	$5250	

The Employer's HSA contributions will be paid monthly, except that the first time an employee enrolls in the HDHP Plan the contributions will be paid quarterly. Employees may contribute additional amounts into their HSA subject to IRS limits. No HSA contribution will be made that exceeds the applicable IRS limit or triggers the Affordable Care Act excise tax. The parties agree that the Employer's total contribution to an employee's HDHP and HSA will not exceed the amount the Employer would otherwise pay for that employee to enroll in the most costly other plan available to members of the bargaining unit (e.g., Health First No Deductible in 2016-2017 and Health First 250 in 2018).

15.2 LEOFF II Supplemental Disability Income Plan: The Employer shall provide for mandatory payroll deduction for a LEOFF II disability plan selected periodically and administered by the Guild.

15.3 Flexible Spending Accounts: The Guild will be allowed to participate in the Flexible Spending Account program as determined by the City. Nothing in this article shall be construed to mandate that the City maintain such a program. During open enrollment, employees may sign up to contribute to a Flexible Spending Account (FSA) in an amount that

will not trigger the Affordable Care Act excise tax. If an employee's contribution to a FSA triggers the Affordable Care Act excise tax through no fault of the City, payment of the tax will be the responsibility of the employee.

15.4 Long Term Care Insurance: The Guild will be allowed to participate in the Long Term Care Insurance program as determined by the City. Nothing in this article shall be construed to mandate that the City maintain such a program.

15.5 Retired Health Savings Accounts: The Guild will be allowed to participate in the Retired Health Savings Account program as determined by the City. Nothing in this article shall be construed to mandate that the City maintain such a program.

15.6 FMLA: The Guild and the City agree that Family Medical Leave Act (FMLA) leave eligibility will be calculated using a twelve (12) month rolling year that will commence with the first day the employee uses such leave. At the conclusion of the twelve (12) month period, a new year will reset upon the next date of benefit usage.

15.7 Supplemental Insurance Coverage: The Employer agrees to allow the Guild to purchase supplemental insurance coverage at Guild member expense, from a vendor of their choice, through payroll deduction. This program will be managed by the Guild who shall receive the total amount deducted from the Guild member's pay. Payment to the vendor for such coverage shall be the responsibility of the Guild.

ARTICLE XVI UNIFORMS AND EQUIPMENT

16.1 A quartermaster system will be maintained. The Employer shall provide the required uniform items to new employees and replace issued uniform items of any employee, which reasonably requires replacement. The Employer shall make such determinations.

The employer will replace or repair damaged wrist watches up to a maximum of $50 and repair or replace prescription eyeglasses or other items at the discretion of the Chief of Police that are damaged through no fault of the employee in the performance of duty. The decision of the Chief of Police shall be final and not subject to the grievance process.

16.2 With the exception of CID detectives, the Employer shall provide each plain-clothes employee with a clothing allowance in the amount of six hundred twenty-five dollars ($625) per calendar year. CID detectives shall receive a clothing allowance of one thousand two hundred fifty dollars ($1,250) per calendar year. Employees who are assigned to plain clothes during the year shall be paid the amount on a pro rata basis. Plain-clothes employees are subject to the provisions of Section 16.5 and 16.6 below.

16.3 Equipment required when assigned to a specialty unit will be furnished by the City at no expense to the officer.

16.4 The Employer shall provide contract dry cleaning service at no cost to employees for the cleaning, care and maintenance of clothing normally worn in the line of duty. Each employee shall be allowed to have twenty-five (25) clothing items cleaned or laundered per work month.

Additional cleaning and maintenance for uniform items shall be as authorized by the Employer.

16.5 The employee shall be held accountable for all uniform items and all other equipment so assigned to the employee by the Employer. Loss, damage or destruction of items of clothing or protective devices shall be repaired or replaced by the Employer where the action was incurred as a direct result of the performance of the employee while on the job, or as a result of an occurrence not due to the employee's wrongful act or obvious carelessness. Any uniform items or equipment assigned to an employee which requires repair or replacement as a result of the employee's wrongful act or obvious carelessness shall be replaced at the employee's expense from a supplier designated by the Employer. Disputes by the subject employee as to the application of this section, including repayment schedules, shall be submitted within 30 days of the loss or damage to a board consisting of two members appointed by the Chief and two members appointed by the Guild President or designee. The majority decision of the Board shall be final and binding on the parties. In the event no majority decision is reached by the Board, the Chief may implement his decision which shall be appealable through the grievance procedure.

16.6 All uniform items and equipment issued by the Employer to each employee shall be the property of the Employer. Upon termination of employment for any reason, employees shall return any Employer issued uniforms and equipment to the Employer.

16.7 At the Chief's discretion, uniform items that no longer fit because of weight loss or gain or changes occasioned by bodybuilding or other athletic activities will be altered or replaced at the employee's expense.

ARTICLE XVII WAGES

17.1 All employees covered by this Agreement shall receive wages during the term of this Agreement in accordance with the following:

17.2 POLICE OFFICER (See Contract Representing Police Officers)

17.3 SERGEANT

A. Step A: Rate at which a newly promoted sergeant shall be paid during his one-year probationary period or until advancement to Step B on the pay schedule. Advancement to Step B is provided in accordance with the above as evidenced by a performance evaluation with an overall rating of "Good Work" or above and in compliance with the provisions of section 17.3.1.

B. Step B: Upon satisfactory completion of one year at Step B the sergeant will be eligible for advancement to Step C as evidenced by a performance evaluation with an overall rating of "Good Work" or above. The base rate of pay shall be in accordance with the pay schedule.

C. Step C: Upon satisfactory completion of one year at Step B the sergeant will be advanced to Step C as evidenced by a performance evaluation of "Good Work" or above. The base rate of pay shall be in accordance with the pay schedule.

17.3.1 Certain criteria are required for eligibility for Step B:

(1) Satisfactory completion of a minimum of one (1) year in Step A, and after satisfactory completion of a course or courses totaling forty-five (45) credit hours relating to Police Science, Political Science, or Sociology, Supervision and related courses, or

(2) Two (2) years of satisfactory service as a Sergeant in Step A.

17.4 Salary adjustment shall be made effective on the employee's promotion anniversary date.

17.5 SALARY SCHEDULE

17.5.1 Pay rates shall be carried out to two decimal points to accommodate the City's financial program. The straight time hourly rate of pay for each pay step covered by this Agreement shall be indicated on the attached pay schedule.

17.5.2 During the duration of this contract the following wage increases shall apply effective January 1st of each year:

2016	3.25%
2017	2.25%
2018	2.25%

17.6 Longevity Premium Pay: Longevity for all employees covered by the Agreement shall be paid as a percentage of their base pay as follows:

After 5th Year:	2%
After 10th Year:	3%
After 15th Year:	5%
After 20th Year:	7%

17.6.1 Longevity shall be based on employee's date of hire on a full-time status.

17.6.2 Longevity shall be paid as per the following schedule provided that the employee has demonstrated acceptable performance as evidenced by an overall performance evaluation of **"Good Work"** or better utilizing the current evaluation instrument in use by the police department as of the date of this contract. Employees who are rated overall as **"Learning or Must Improve" or who are on, or placed on a Performance Deficiency Notice** will be compensated at the next lower longevity schedule. Upon successful completion of the requirements of the **Performance Deficiency Notice** or the achievement of a **"Good Work"** or better rating they shall be elevated to the usually applicable longevity schedule rate. Employees who are rated **"Learning or Must Improve"** shall receive a subsequent rating at the conclusion of six months from the date of the prior rating.

Should the performance evaluation instrument be changed or modified during the life of this contract the City agrees to meet and confer with the Guild over the longevity eligibility applications relevant to the new rating categories.

17.7 Educational Incentive Pay Plan - Additional compensation for college credit earned at a USA accredited college or university shall be based on the following criteria and shall not extend to degrees granted in whole or in part based upon "life experience" as opposed to conventional course work and independent study at a nationally accredited college or university:

17.7.1 Approved Fields of Study:

- Police Science
- Political Science
- Psychology
- Police Administration
- Law and Justice
- Sociology
- Law (undergraduate only)
- Or any class beneficial to the police department and approved by the Chief and the Mayor.

For employees hired on or after January 1, 2000, degrees awarded in non-approved fields of study may be compensated at the next lower level at the discretion of the Chief of Police.

17.7.2 Books and Tuition: An employee who takes an approved class through a college or university approved by the Chief of Police will be eligible for sixty percent (60%) reimbursement of tuition and books required within thirty (30) days of submitting proof of payment in full. Limit: Public Community College or State University tuition schedule. Upon successful completion of such class, the employee shall receive the remaining forty percent (40%) for a grade point average (GPA) of 3.0 or higher, twenty percent (20%) for a GPA of 2.5 or greater but less than 3.0, and zero percent (0%) for a GPA of 2.0 but less than 2.5 (or equivalent). The employee shall promptly reimburse the City for tuition and books if the employee receives lower than a 2.0 grade in the class. Classes graded exclusively on a "pass-fail" basis will be reimbursed 100% for a "pass" and "0%" for a "fail" provided, however, that these classes will be specifically approved by the Chief of Police prior to enrollment. This provision shall apply to the GPA for both quarter and semester enrollment.

17.7.3 Eligibility: Sergeants shall be required to complete a minimum of twenty-four (24) hours of in-service training in police management or supervision annually as identified by the administration in order to continue to receive education incentive pay for the next contract year.

17.7.4 Incentive Pay Schedule: Effective January 1, 2003 the following incentive pay schedule shall be in effect for all college credits and/or degrees earned from institutions meeting the requirements set forth in provision 17.7. This schedule has been converted from flat dollars to a percentage of the employee's base salary.

	Regular Hourly	Bi-weekly Rate

	Credits	Rate	Per Pay Period
	Forty-five Credits	(1.95%)	(1.95%)
*	Associate's Degree	(4.0%)	(4.0%)
	Bachelor's Degree	(5.4%)	(5.4%)
	Master's Degree	(6.85%)	(6.85%)

* Note: Ninety (90) credits in major field which are accepted by a college which can issue a Bachelor's Degree in the approved field will be eligible for "accepted field" status.

17.8 Assignment/Specialty Pay: Sergeants assigned to the following specialties shall receive the listed premium pay while so assigned. For employees assigned to multiple specialties, only one premium- payment will be made every two weeks while so assigned. This single premium will be at the highest eligible rate of applicable premium pay.

- § Detective Sergeants assigned to Criminal Investigations Division: 4.0%
- § Administrative Sergeant 3.0%
- § Traffic Motor Sergeants: 3.0%
- § Planning, Training and Accreditation Sergeants: 3%
- § Special Operations Section Sergeants: 3.0%
- § Narcotics Sergeants: 3.0%
- § Drug Recognition Experts (DRE's): 3.0%
- § Sergeants assigned a Police K-9: 3.0%
- § Community Health and Safety Section (CHSS) Sergeant: 3.0%

Employees will receive bi-lingual pay of 3% if they demonstrate they can fluently speak one or more of the following languages: Spanish, Chinese, Russian, Japanese, Korean, German, French, Ukrainian, Arabic, Farsi, Vietnamese, Laotian, or any other language as approved by the Chief of Police.

In addition to the specialty pay listed above, sergeants assigned a Police K-9 will be provided ten (10) hours of compensatory time paid, at straight time, each month for care of their assigned animal.

17.9 Bi-lingual Premium Pay: Employees not receiving assignment/specialty pay will receive bi-lingual pay of 3% after successful completion of their Field Training period, if they demonstrate proficient use of sign language or fluently speak one or more of the following languages: Spanish, Chinese, Russian, Japanese, Korean, German, French, Ukrainian, Arabic, Farsi, Vietnamese, Laotian, or any other language as approved by the Chief of Police.

17.10 Canine Care: In addition to the assignment/specialty pay listed above, canine officers will be provided ten (10) hours of compensatory time paid, at straight time rate of pay, each month for care of their assigned animal.

17.11 Special Incentives

A current Lynnwood Police Department sergeant, who recruits a successful lateral police or custody officer applicant, after ratification of the contract by the City and the Guild, will be

paid five hundred dollars ($500) for each lateral police or custody officer hired. The determination as to who receives the money is not grievable.

The annual chief's award recipient will receive five hundred dollars ($500).

ARTICLE XVIII GRIEVANCE PROCEDURE

18.1 A grievance shall be defined as an issue raised relating to the interpretation, application or violation of any terms or provisions of this Agreement, and shall be processed in the following manner:

18.1.1 An employee and/or the Guild, within ten (10) working days from the occurrence or knowledge of the occurrence of an alleged grievance (but in no event more than sixty (60) calendar days from the date of the occurrence), may bring said grievance to the attention of his immediate supervisor. A "working day" is defined as Monday through Friday excluding holidays.

18.1.2 The immediate supervisor shall make every effort to resolve the alleged grievance within ten (10) working days. Failure of the immediate supervisor to resolve the alleged grievance within the ten (10) working day period shall permit the Guild the right to submit a written demand for resolution of the alleged grievance to the Chief of Police and the Mayor with a copy to the immediate supervisor who shall have ten (10) working days to submit a written response. The written grievance shall include the nature of the grievance, the facts on which it is based, the provision of the Agreement allegedly violated and the remedy sought. The Chief of Police and Mayor shall rule on the merits of the grievance and respond within fifteen (15) working days after receiving the response from the immediate supervisor.

18.1.3 Failure of the Chief of Police and the Mayor to satisfactorily resolve the alleged grievance to the satisfaction of the grieved party within the fifteen (15) working day period shall permit the Guild the right to submit a demand for arbitration to the Employer within ten (10) working days.

18.1.4 The Employer and the Guild shall immediately thereafter select an arbitrator to hear the dispute. If the Employer and the Guild -are not able to agree upon an arbitrator within fourteen (14) working days after receipt by the Employer of the demand for arbitration, the Guild may request a list of seven (7) arbitrators from the American Arbitration Association (AAA). After receipt of some, the parties shall alternately strike the names of the arbitrators until only one (1) name remains, who shall, upon hearing the dispute, render a decision which shall be final and binding upon both parties.

18.2 Nothing herein shall prevent an employee from seeking assistance from the Guild or the Guild from furnishing such assistance at any stage of the grievance procedure.

18.3 The expenses of the arbitrator, the cost of any hearing room and the cost of shorthand reporter, unless such are paid by the State of Washington, shall be borne equally by the Employer and the Guild.

The Guild and the City agree that each party shall be fully responsible for their respective attorney's fees, if any, and that they will not seek to recover such fees from the other party in any circumstance arising from the application of this article.

18.4 The Guild and Employer agree that all issues relating to the interpretation, application or violation of any terms or provisions of this labor agreement shall be processed through this grievance procedure and not PERC or the courts.

18.5 The Guild and employees it represents, may elect to have discipline or discharge reviewed through the grievance procedure or by the Civil Service Commission. Neither the Guild nor employee is entitled to review of discipline or discharge under both procedures. Such election shall be made within ten (10) working days after notice of such disciplinary action or discharge.

ARTICLE XIX MANAGEMENT RIGHTS

19.1 The Guild recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers and authority which the Employer possesses.

19.2 The Guild recognizes the exclusive right of the Employer to establish reasonable work rules. Provided, the City has agreed to negotiate with the Guild regarding any changes in work rules regarding drug testing, physical fitness requirements and those regulations regarding personal conduct unrelated to the performance of police tasks during the term of this Agreement.

19.3 The Employer has the right to schedule overtime work as required in a manner most advantageous to the Employer and consistent with the requirements of municipal employment and the public interest.

19.4 It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee.

19.5 The Employer reserves the right to discipline or discharge for cause. The Guild acknowledges the Civil Service Laws and Rules for the City of Lynnwood. The Employer reserves the right to layoff for lack of work or funds, or the occurrence of conditions beyond the control of the Employer or where such continuation of work would be wasteful and unproductive. The Employer shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed.

19.6 The Employer agrees to provide employees with the contents of their balance sheet annually. Should the balance sheet entry be of a negative nature that may result in disciplinary action should such conduct that originated the balance sheet entry reoccur, the Employer agrees to provide the employee the contents of the negative entry as soon as practical.

Balance sheet entries shall normally be purged every two years (24 months) unless the employee is advised of the necessity for maintaining entries that document an on-going performance problem.

Employees shall at all times be permitted to view their balance sheets upon request.

19.7 Employees wishing to engage in off-duty employment must first obtain the approval of the Chief. The Chief shall not unreasonably withhold his approval of off-duty employment. No authorization for outside employment shall permit employment for a number of hours that shall result in a requirement under any Law that the Employer pay overtime; provided, however, the Chief may, on specific occasions, authorize such overtime hours. Employees will not patronize licensed liquor establishments where they have worked within the last six months.

19.8 There shall exist at the option of the Employer a reserve unit of commissioned law enforcement officers to which the provisions of this Agreement shall not apply.

19.9 This reserve unit of commissioned Law Enforcement Officers may be utilized in an emergency situation or to supplement the regular patrol force.

19.10 Volunteers: The Guild recognizes the benefit of having the community actively involved in insuring the accomplishment of police objectives. Accordingly, the Guild recognizes that Volunteers in Public Safety, the Citizens' Patrol, the Lynnwood Police Explorer Post 911 and similar programs are conducive to effective police-community interactions and are approved by the Guild. The City recognizes that no Guild work is to be supplanted by volunteers and no reductions in staff will be accomplished due to volunteer efforts.

ARTICLE XX MAINTENANCE OF STANDARDS

20.1 The Employer agrees that any and all wages, hours and other economic items shall be maintained at not less than the highest standards in effect at the time of signing of this Agreement, unless otherwise expressly agreed by the Guild and the Employer. The Guild agrees that the standards of performance shall be maintained at the highest standards in effect at the time of the signing of this Agreement.

ARTICLE XXI POLICE OFFICERS' BILL OF RIGHTS

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

21.2 The employee shall be informed in writing if he so desires of the nature of the investigation and whether he is a witness or a suspect before any interrogation commences, including the name, address and other information necessary to reasonably apprise him of the allegations of such complaint. If mutually agreed to by both parties, written reports may be waived.

21.3 Any interrogation of any employee shall be at a reasonable hour, preferably when the employee is on duty unless the exigencies of the investigation dictate otherwise. Where practicable, interrogations shall be scheduled for the daytime.

21.4 The interrogation (which shall not violate the employee's constitutional or statutory rights) shall take place at the Lynnwood Police Department except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately with an attorney or Guild representative of his own choosing, unless such selection shall result in an unreasonable delay. Such attorney or representative of the Guild may be present during the interrogation. Nothing in this section shall be deemed a waiver of any rights conferred by RCW 41.56 et. seq.

21.5 The questioning shall not be overly long and the employee shall be entitled to such reasonable intermissions as he shall request for personal necessities, meals, telephone calls and rest periods and conferences with counsel.

21.6 The employee shall not be subjected to an offensive language, nor shall he be threatened with dismissal, transfer, or other disciplinary punishment as a guise to attempt to obtain his resignation, nor shall he be intimidated in any other manner. No promises or rewards shall be made as an inducement to answer questions.

21.7 No employee or officer covered by this Agreement shall be required to take or be subjected to any lie detector or similar tests as a condition of continued employment.

21.8 The Guild recognizes the absolute requirement for truthfulness on the part of its members during departmental inquiries. Untruthfulness will constitute gross misconduct and may result in termination of employment.

ARTICLE XXII NON-DISCRIMINATION

22.1 No issues involving alleged discrimination shall be subject to the grievance procedure.

ARTICLE XXIII ENTIRE AGREEMENT

23.1 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. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, the Employer and the Guild for the duration of this Agreement each voluntarily and unqualifiedly agreed to waive the right to oblige the other

party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE XXIV PERFORMANCE OF DUTY

24.1 The Guild agrees that there shall be no strikes, slow-downs, or stoppage of work, or any interference with the efficient management of the Police Department provided all terms of this Agreement are in effect. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined.

ARTICLE XXV SAVINGS CLAUSE

25.1 It is the intention of the parties hereto to comply with all applicable provisions of the State or Federal Law and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by a court of final jurisdiction. In such event; either party may request renegotiations of such invalid provisions for the purpose of adequate and lawful replacement thereof; provided however, that such findings shall have no effect whatsoever on the balance of this Agreement

ARTICLE XXVI PROBATION PERIODS

26.1 Probationary period: The probationary period for newly appointed Sergeants of Police will normally be one year. . A probationary period shall be extended for the number of work days equal to the number of work days an employee was absent in excess of 10 work days during the probationary period.

Probationary sergeants who are absent for an extended period, in excess of 10 working days, due to military commitments, injury or causes other than vacation or comp time approved by the Department, will have their probation extended accordingly to allow for a total one-year probationary period.

The Chief of Police may, at his sole discretion, extend the probationary period of any employee in order to provide an opportunity for the probationer to achieve a satisfactory level of performance.

ARTICLE XXVII DURATION CLAUSE

27.1 This Agreement shall be effective on January 1, 2016, and shall remain in full force and effect until the 31st of December 2018.

27.2 This Agreement may be subject to such change or modification as may be mutually agreed upon by both parties hereto.

CITY OF LYNNWOOD, WASHINGTON

Nicola Smith Mayor

Date 1-6-2016

LYNNWOOD POLICE GUILD

Mark Brinkman, Guild President

Date 12-22-15

ATTEST/AUTHENTICATED:

Finance Director

1-11-2016
Date

CITY OF LYNNWOOD, WASHINGTON

Sophia Mabee: Chief City Negotiator

Bryan Stanifer: Deputy Chief of Police

Chuck Steichen: Commander of Police

Lori Charles: HR Director

LYNNWOOD POLICE GUILD

Mark Brinkman: Guild President

Jerry Riener: Negotiations Team Member

Ron Moore: Guild First Vice President

Stephen Showalter: Negotiations Member

APPENDIX A
to the 2016 AGREEMENT
by and between
the CITY OF LYNNWOOD, WASHINGTON and
the LYNNWOOD POLICE GUILD
(Representing the City's Sergeants of Police)

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF LYNNWOOD, WASHINGTON and the LYNNWOOD POLICE GUILD.

Pursuant to Article 17.5.2 of the labor agreement, the Salary Schedule will be:

Effective January 1, 2016:

CLASSIFICATION	HOURLY RATE	BI-WEEKLY RATE	MONTHLY RATE	ANNUAL RATE
Police Sergeant Step A	$44.14	$3,531.20	$7,650.93	$91,811.20
Police Sergeant Step B	$45.40	$3,632.00	$7,869.33	$94,432.00
Police Sergeant Step C	$46.76	$3,740.80	$8,105.07	$97,260.80

CITY OF LYNWOOD, WASHINGTON

By: _____
Nicola Smith, Mayor

Date: 1-6-2016

LYNNWOOD POLICE GUILD

By: _____
Mark Brinkman, President

Date: 12.22.15

ATTEST

_____ 1-19-2016
Sonja Springer, Finance Director

MEMORANDUM OF UNDERSTANDING

By and between the

LYNWOOD POLICE GUILD

Representing Police Officer, Sergeants, and Support Services bargaining units and the

CITY OF LYNNWOOD

Subject: Support Services Manager

October 17, 2016

The Guild agrees to allow the City to temporarily fill the position of Support Services Manager with a Sergeant of Police. All language and protections of the Sergeants CBA shall be afforded to this position while filled with a Sergeant of Police.

The position shall receive six percent (6%) specialty pay. The hours of work shall be determined by mutual agreement between the Sergeant and Chief of Police. The terms of this MOU shall be re-negotiated no later than June 30, 2017.

Tom Davis, Chief of Police — Date: 11/8/16

Mark Brinkman, Guild President — Date: 11.9.16