

**AGREEMENT**  
**by and between**  
**CITY OF LYNNWOOD, WASHINGTON**  
**and**  
**LYNNWOOD POLICE GUILD**  
**Representing the City's Police Officers and Sergeants**  
**January 1, 2019 through December 31, 2021**

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

**ARTICLE I            DEFINITIONS**

- 1.1            For the purpose of this Agreement the following definitions shall 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 officers and sergeants.
  - 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 The provisions of this contract shall not apply to the police officer candidates while they are attending the State required police academy. Upon conclusion of the academy and receiving their commission, police officer candidates will be covered by the provisions of this contract for the duration of their probationary period and thereafter.
- 2.3 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/her appropriate supervisor.

### **ARTICLE III GUILD MEMBERSHIP**

- 3.1 The provisions of this labor agreement, apart from the union security obligations, shall not apply to employees until they have completed the Washington State Law Enforcement Training Academy. Thereafter, the provisions of this labor agreement shall apply. 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, unless otherwise provided by law.
- After successful completion of the Law Enforcement Training Academy, a new employee shall work under the provisions of this Agreement, but shall be subject to the normal probation period during which time the employee is an at will employee and has no liberty or property interest in his/her position and may be discharged at the Employer's will. In the event a new employee is retained after the probation period, the date of the employee's hire for seniority purposes, shall be considered the anniversary date of employment and the employee shall be entitled to the benefit of all provisions of this Agreement.
- 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 as a lateral hire or successful graduation from the basic law enforcement academy, the Employer shall provide notice of a new hire to the Guild Board.
- 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.

## 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. Employees will bid for officer and sergeant shifts separately; sergeants shall bid first. The bid process will be announced in a manner allowing appropriate notification to all employees assigned to the patrol division. Employees 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.

Employees 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 the employee shall sacrifice his/her place in the bid process and be re-inserted at the time the employee makes him/herself available to draw a shift.

Police officers on or placed on a **Performance Deficiency Notice (PDN)** or in receipt of an overall **“Learning or Must Improve”** evaluation may not exercise a shift bid. Upon successful completion of the **PDN** or receiving an overall rating of **“Good work”** or higher the police officer may exercise a shift bid on the succeeding shift bid process. A police officer in receipt of a **“Learning or Must Improve”** evaluation shall receive a subsequent rating at the conclusion of six months from the date of the prior rating.

In no event shall an employee be forced to work the same shift more than two consecutive rotations due to seniority. Employees in this situation must notify the Patrol Commander and Administrative Sergeant in writing during the shift bid process. The affected employee must identify their desire to be assigned to a shift time (days start times - e.g., 0600 and 0800, or nights start times – e.g., 1600 and 1800) that they are unable to bid for due to seniority. The affected employee shall be assigned to the desired shift time (day or night), but not to a specific squad. The most junior employee of the same rank who is assigned to the desired time of day will be moved to allow the affected employee to move to their desired time of day. The employee being forced to move to accommodate this process will be allowed to bid for the

squad of their choice and may bump a junior employee, other than the affected employee, per normal seniority bidding process rules. This movement shall not be subject to grievance.

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.

Probationary police officers shall not be allowed to draw a shift and will be assigned to allow for the development of police skills during the probationary period. 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.

Canine officers, drug recognition experts (DRE's) and crime scene technicians (CST's) will draw shift assignments in order of specialty assignment seniority but will be limited to drawing from the applicable dedicated positions for the assignment. 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 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, Community Health and Safety Section, and narcotics detectives and detective sergeants (excluding the administrative polygraph examiner), and Office of Professional Standards Sergeant 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. Hours and days of work may be flexed upon agreement between the employee and a supervisor (this will not create a permanent shift.)

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 alternative shift upon mutual agreement between the employee, the City and the Guild.

- 5.3 All specialty assignments receiving premium pay (e.g. Narcotics and CID, Community Health and Safety Section, Training Section, polygraph examiners, K-9, traffic section, School Resource officers, S.O.S., DRE's, CST's, Technology, Patrol Administrative Sergeant, Office of Professional Standards Sergeant) 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 Police Officers Working Out of Classification: In the event a police officer is assigned in writing by the Chief of Police or designee to act in the capacity of a higher rank within the bargaining unit for the majority of a full shift, such employee shall receive the next higher compensation for such shift as if the employee were classified in the higher rank. Any overtime compensation will accrue at the acting rate of pay. Police officers 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, a K-9 officer, a Drug Recognition Expert, or are acting in a position within their specialty unit.
- 5.6 Sergeants Working Out of Classification: In the event a sergeant is assigned in writing by the Chief of Police or designee to act in the capacity of a higher rank for the majority of a full shift, such employee shall receive an additional 10% of regular 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 or DRE. Any overtime compensation will accrue at the acting rate of pay.
- 5.7 Vacant Patrol Sergeant Shifts: When there is a vacancy for a patrol sergeant shift, the following procedures shall be utilized to fill that shift:

The Department may utilize other Bureau of Field Operations sergeants to fill shifts utilizing reasonable shift adjustments for those sergeants. The Department recognizes that shift adjustments need to be reasonable based upon the impact to the affected sergeant's time off and taking into consideration the impact on the duties of their primary assignment.

Overtime sergeants shifts to be filled will be offered to eligible sergeants in the following order:

- Patrol Sergeants

- Non-Patrol Bureau of Field Operations Sergeants (Admin, SOS, Traffic, Canine)
- Non-Bureau of Field Operations Sergeants (CID, Training, CHSS, OPS)

When a shift becomes available the scheduler will attempt to contact the eligible sergeants. In circumstances that email will not be practical due to an eligible sergeant not working prior to the available shift, the scheduler will attempt phone contact and if possible leave a message. In those instances, the sergeant will have a minimum of 30 minutes to call back prior to the shift being offered to the next sergeant.

If within 24 hours of the vacant shift a sergeant has not filled the shift, then it may be filled with an acting sergeant.

If less than 24 hours of notice is provided of the vacant shift, the shift may be filled with an acting sergeant.

## **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 2<sup>nd</sup> to June 30<sup>th</sup>. The employee shall select a second 36 hours of leave time for usage from July 1<sup>st</sup> to November 15<sup>th</sup>.
- 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 1<sup>st</sup> 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 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.

- 8.5 Detective sergeants assigned to CID shall receive 10 hours of pay at the regular rate in compensation for time spent on work-related phone calls while off-duty. This shall be paid monthly.

## **ARTICLE IX CALL BACKS**

- 9.1 Any employee called back after finishing his/her regular shift and leaving the employer's premises, or called to report on his/her day off for any reason (including being called into court on matters arising directly from the employee'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 the employee 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 an employee is required to appear in court within a two (2) hour period immediately preceding the employee's regular shift, the employee shall be entitled to pay at the overtime rate of pay from the time of his/her appearance to the time his/her regularly scheduled shift begins, whatever that period of time shall be. If any time shall remain after the officer's completion of court, he/she shall make him/herself available to the Police Department to be assigned to duty until his/her regular shift begins.

All court time accumulated which begins when an employee is on duty and extends past his/her regular shift shall be compensated at the overtime rate of pay for the period following his/her 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 an employee is given less than twenty-four (24) hours notice of cancellation of a scheduled off-duty court appearance, the officer 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 employees 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. Off-duty travel time for training will be paid as follows for all employees:

- Travel time to and from the Lynnwood Police Department to training outside of Snohomish County will be paid at the regular rate of pay, regardless of whether the employee uses a Department vehicle.
- If an entire day is scheduled as travel, the employee will be paid their regular rate of pay for their scheduled hours that day unless otherwise agreed by the City and the Guild.
- Travel from home to training in Snohomish County is considered normal commuting and is not paid time.

9.5 All employees 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 employees shall be entitled to a thirty (30) minute paid meal period plus two (2) fifteen (15) minute paid rest breaks during a regular shift. Extension of a regular shift by more than four (4) hours will entitle the employee to a third fifteen (15) minute paid rest break. No additional meal periods will be provided due to extension of a regular shift. Meal periods and rest breaks are subject to interruption and do not accrue from one day to the next.

## **ARTICLE XI           HOLIDAYS**

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

	New Years Day	January 1
	Martin Luther King Day	3 <sup>rd</sup> Monday of January

	Presidents' Day	3rd Monday of February
	Memorial Day	Last Monday in May
	Independence Day	July 4
	Labor Day	1 <sup>st</sup> Monday in September
	Veteran's Day	November 11
	Thanksgiving Day	4 <sup>th</sup> 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 1 <sup>st</sup> of each year.	Floating holiday, to be scheduled by mutual agreement between the Employer and employee, provided employee has completed six (6) consecutive months of service

11.2 The dates specified are applicable to employees 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 schedule in an organizational unit in the Bureau of Investigation and Services and for police officers who are working the Monday through Friday work schedule, these employees shall have the paid holiday recognized on the date which 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, the employee shall be paid in accordance with Section 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 at the overtime rate for all hours worked on that holiday which shall be in addition to the regular hourly rate of 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 only at the employee's overtime 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 1<sup>st</sup> 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 Officers and sergeants assigned to a ten (10) hour shift schedule shall be given an additional day off when a recognized holiday falls on one of the employee's normal scheduled days off. The day shall normally be added to the two or three days the employee 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 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 employee's floating holiday.
- 11.8 Whether or not an employee works on a specific holiday shall be determined by the Chief or designee. Shift staffing and anticipated workload shall 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.
- 11.9 Employees assigned to the Community Health and Safety Section (CHSS) will be allowed to work 2 holidays per year. The selection of the 2 holidays will be by mutual agreement between the employees and the Section commander. In the event of a disagreement, the Section commander's decision will be final. CHSS employees may request permission to work additional holidays, which shall be at the discretion of the Section commander. CHSS officers may bid for patrol overtime shifts by department seniority.

## **ARTICLE XII VACATIONS**

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

<u>AFTER</u>	<u>HOURS ACCRUED PER YEAR</u>
0 years	80
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 Employees may not utilize accumulated vacation during their first year of employment without permission of the Chief of Police or designee.
- 12.4 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. Upon termination or retirement employees shall be compensated for unused vacation at the regular hourly rate of pay.
- 12.5 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 Employees shall receive sick leave accruals as follows:

Upon employment, employees will be credited with thirty-six (36) hours of sick leave, which shall be considered "frontloaded." 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 at the regular rate on the following basis:

Termination (voluntary or discharge): Five (5) hours of unused sick leave = one (1) hours pay up to seven hundred twenty (720) hours. The maximum total payout is 144 hours.

Termination by layoff: Three (3) hours of unused sick leave = one (1) hours pay up to 720 hours. The maximum total payout is 240 hours.

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

- 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 total payout 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 If a regularly scheduled CID shift begins less than eight (8) hours from when the CID employee last worked, the employee may use sick leave to take time off between shifts.
- 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/her 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 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 XIV      BEREAVEMENT/EMERGENCY LEAVE**

- 14.1      Bereavement Leave: A full-time employee who has a member of his/her 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 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 work for such service, shall be reimbursed as provided herein, for any loss of wages while actually performing such service; provided, however, the employee shall exhibit to the Employer the properly endorsed check and permit the Employer to copy the check or voucher received for such service. The amount the employee shall be reimbursed shall be determined by subtracting the amount the employee received for such service from the amount the employee would have earned at his/her regular hourly rate of pay (specialty and/or incentive pay would be included if applicable) during the regular working hours missed while performing such service. If the employee is released from jury duty at any time while serving, the employee shall report immediately to his/her supervisor for duty assignment.

#### **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.

Effective January 1, 2018, the AWC Regence Health First 250 Plan and the Kaiser Twenty Dollar Co-Pay Plan shall be available. 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 may select from any plan offered to the bargaining unit.

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 Kaiser, 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-pays.

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     \$3000 In addition on an annual basis: after the employee pays the first  
dependent     \$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     \$4000 In addition on an annual basis: after the employee pays the first  
dependents     \$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     \$5250  
dependents

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. In the event of a change in the number of dependents enrolled in the HDHP, the Employer's HSA contribution amount will adjust on the first day of the following month. 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 250 in 2019).

- 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.
- 15.8 VEBA/HRA: The City agrees to administer a VEBA or HRA for the bargaining unit, provided it is self-funded by employees.

- 15.9 Conditional Reopener: Either party may reopen Article 15 during the term of this Agreement if reasonable projections by a qualified actuary indicate that the Affordable Care Act excise tax will be triggered by the benefits contained herein. The parties agree to an expedited negotiation (and, if necessary, interest arbitration process) to ensure an agreement or interest arbitration award is in place by September prior to the year when the tax would otherwise be triggered.

## **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 require 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/her 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**

- A. Step A: Straight time rate at which a police officer shall be hired shall be as shown on the attached pay schedule.

Lateral police officers may be hired at other than step A depending on previous length of service and experience. All provisions of this article, 17.2 shall apply accordingly.

- B. Step B: Upon satisfactory completion of the first year's service, the straight time rate of pay for a lateral officer shall be as shown on the pay schedule.

Upon satisfactory completion of the FTO period entry level officers will receive their first formal performance evaluation and the straight time rate of pay shall be as shown on the pay schedule. The date the officer successfully concludes the field training process will serve as the officer's anniversary date for subsequent pay steps and annual evaluations.

- C. Step C: Upon satisfactory completion of one year's service at Step B as evidenced by a performance evaluation with an overall rating of "Good Work" or above the straight time rate of pay shall be as shown on the pay schedule.
- D. Step D: Upon satisfactory completion of one year's service at Step C as evidenced by a performance evaluation with an overall rating of "Good Work" or above the straight time rate of pay shall be as shown on the pay schedule.
- E. Step E: Upon satisfactory completion of one year's service at Step D as evidenced by a performance evaluation with an overall rating of "Good Work" or above the straight time rate of pay shall be as shown on the pay schedule.

17.3 SERGEANT

- A. Step A: Rate at which a newly promoted sergeant shall be paid during his/her 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.

17.3.2 Salary adjustment shall be made effective on the sergeant's promotion anniversary date.

17.3.3 SERGEANT OF POLICE PROMOTIONAL

The Chief of Police shall have the authority to select from five eligible candidates on the certified Civil Service Sergeant of Police promotional list. In the case of multiple vacancies the authority shall extend to five plus the succeeding number of vacancies beyond the first.

17.4 SALARY SCHEDULE

17.4.1 Pay rates shall be carried out to four 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.

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

- 2019 100% of the Seattle-Tacoma-Bellevue CPI-W, June 2017 to June 2018, plus a Market Adjustment of 4%
- 2020 100% of the Seattle-Tacoma-Bellevue CPI-W, June 2018 to June 2019
- 2021 100% of the Seattle-Tacoma-Bellevue CPI-W, June 2019 to June 2020

17.5 Longevity Premium Pay: Effective January 1, 2019, longevity premium pay for all employees covered by the Agreement shall be paid as a percentage of their straight time rate of pay as follows:

After 5 <sup>th</sup> Year:	3%
After 10 <sup>th</sup> Year:	4%
After 15 <sup>th</sup> Year:	6%
After 20 <sup>th</sup> Year:	8%
After 25 <sup>th</sup> Year:	9%

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

17.5.2 Longevity shall be paid as per the preceding 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 an overall **"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.

17.6 Educational Premium 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.

17.6.1 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.

- 17.6.2 Books and Tuition – Police Officers: A police officer who takes an approved class through a college or university approved by the Chief of Police will be eligible for reimbursement of tuition and books required. Limit: University of Washington tuition schedule.

Books and Tuition – Sergeants: A sergeant 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 sergeant 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 sergeant shall promptly reimburse the City for tuition and books if the sergeant 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.

- 17.6.3 Probationer Eligibility: Any police officer on probationary status shall not be eligible for pay under this Section.

- 17.6.4 Educational Premium Pay Schedule: Effective January 1, 2019 the following educational premium pay schedule shall be in effect for all college credits and/or degrees earned from institutions meeting the requirements set forth in provision 17.6.

	% of Employee's Base Rate of Pay
<u>Credits</u>	
Forty-five Credits	1.95%
* Associate's Degree	4%
Bachelor's Degree	5.4%
Master's Degree	6.85%
* Note: Ninety (90) credits in a 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.	

An employee is eligible for a change in educational premium pay the first pay period after the employee submits a written request to the City.

- 17.6.5 Sergeant 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 educational premium pay for the next contract year.

- 17.7 Assignment/Specialty Pay: Employees assigned to the following specialties shall receive the listed assignment/specialty pay while so assigned. For employees assigned to multiple specialties, only one assignment/specialty payment will be made while so assigned. This single assignment/specialty pay will be at the highest eligible rate of applicable pay.
- Detectives and Detective Sergeants assigned to Criminal Investigation Division: 4%
  - Polygraph Examiner: 4%
  - Administrative Sergeant 3%
  - K-9: 3%
  - Training Section Officer: 3%
  - Traffic Motor Officers and Sergeants: 3%
  - Planning, Training and Accreditation Sergeants 3%
  - Special Operations Section Officers and Sergeants: 3%
  - Narcotics Detectives and Sergeants: 3%
  - Drug Recognition Experts (DRE's): 3%
  - Crime Scene Technicians: 3%
  - Professional Standards: 4%
  - Community Health and Safety Section (CHSS): 4%
  - School Resource Officer (SRO): 4%
  - Technology Officer: 3%

Employees assigned as Crime Scene Technicians (CST's) shall receive three percent (3%) commencing six months after initial assignment upon approval of the CST Supervisor.

- 17.8 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.
- 17.9 The Employer may assign officers to the Criminal Investigations Division, Narcotic Section or Special Operations Section for familiarization and career development. Officers so assigned will not be entitled to assignment/specialty pay or uniform allowance. These assignments shall not exceed six months in duration. Should an officer's assignment exceed the six-month period without interruption and continue on to a regular assignment the officer shall be entitled to payment of assignment/specialty pay for the preceding six months and a 50% uniform allowance payment.
- 17.10 Canine Care: In addition to the assignment/specialty pay listed above, canine officers and sergeants will be provided ten (10) hours of compensatory time paid, at straight time rate of pay, each month for care of their assigned animal to compensate for time spent caring for the canine. If another canine officer or a former canine officer provides temporary kenneling for a



canine, the officer providing kenneling will receive one (1) hour of straight time pay for each day of kenneling.

- 17.11 FTO: Police officers assigned primary FTO responsibilities training regular full-paid trainees shall receive an additional four (4) hours pay per pay period at the officer's straight time rate of pay extending from the pay period that the trainees are assigned until two successive pay periods following the completing of training. Police officers training reserves shall receive 2.5 hours of straight time compensatory time off for each forty (40) hours of training. Reserve comp time shall not be accumulated while receiving FTO premium pay. Police officers training in specialty assignments such as CID, Special Operations Section or similar assignments for the purpose of providing an overview of their function shall not receive compensation. Traffic motor officers that are official FTO's for full-time regularly employed probationary officers, providing a traffic/DRE overview, will receive one (1) hour of straight time pay for every 10 hours of training provided unless they are serving as a primary FTO.

Officers reassigned from specialized units to Patrol Division for temporary assignment as FTOs will receive the same compensation as outlined in the above reference to traffic motor officers.

When a trainee is transitioned from one FTO to another FTO and the FTOs conduct a transitional meeting by phone, each FTO will receive a minimum of one (1) hour at the rate of one and one-half times the employee's regular rate of pay. The value of conducting transitional meetings by phone shall be considered on an individual basis. If the FTOs meet in person for the transitional meeting, each FTO will be eligible for call back.

17.12 Special Incentives

The Guild acknowledges that lateral police officers hired by the Lynnwood Police Department, after ratification of the contract by the City and the Guild, will receive a five thousand dollar (\$5,000) incentive. One thousand dollars (\$1,000) will be paid upon successful completion of their probationary period. One thousand dollars (\$1,000) will be paid upon successful completion of their second year of service. The remaining three thousand dollars (\$3,000) will be paid upon successful completion of their third year of service. Lateral officers are only eligible to participate in the incentive program once. Lateral officers will be credited with vacation accrual consistent with their prior experience up to seven (7) years of service.

A current Lynnwood Police Department employee 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).

- 17.13 Accreditation Premium: Effective January 1, 2021, each bargaining unit member will receive a 1% premium applied to base wages each pay period, which is conditioned on the Lynnwood

Police Department maintaining its WASPC accreditation. If at any time the accreditation is not maintained, the premium will be discontinued the next pay period.

## **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 the employee's Commander. A "working day" is defined as Monday through Friday excluding holidays.
  - 18.1.2     The Commander shall make every effort to resolve the alleged grievance within ten (10) working days. Failure of the Commander 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 . 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 shall rule on the merits of the grievance and respond within fifteen (15) working days after receiving the grievance from the Guild.
  - 18.1.3     Failure of the Chief of Police to satisfactorily resolve the alleged grievance to the satisfaction of the Guild shall permit the Guild the right to submit the grievance to the Mayor within ten (10) working days of receiving the Chief of Police's response. The Mayor shall rule on the merits of the grievance and respond within fifteen (15) working days after receiving the grievance from the Guild.
  - 18.1.4     Failure of the Mayor to satisfactorily resolve the alleged grievance to the satisfaction of the Guild shall permit the Guild the right to submit a demand for arbitration to the Employer within ten (10) working days of the Mayor's response.
  - 18.1.5     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 located in the Pacific Northwest from the American Arbitration Association (AAA). After receipt of same, 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 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. This reserve unit of commissioned Law Enforcement Officers may be utilized to supplement the regular patrol force or other duties subject to bargaining with the Guild.
- 19.9 The Guild agrees that the Employer may employ one Provisional Police Officer who is not a member of the bargaining unit. Provisional Police Officers shall only work duties related to the Patrol Division, and Employees shall have the first right of refusal for overtime. No amount of hours worked by a Provisional Police Officer shall be considered a violation of this Agreement.
- 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.
- 19.11 Employees seeking assignment to the Snohomish County Regional Drug and Gang Task Force, or any successor organizational unit or task force, shall have a credit check performed subsequent to final selection but prior to any such assignment. The purpose of the credit check is to review any outstanding debts and creditors that may make the employee subject to being improperly influenced or intimidated. In performing such check the employer is specifically seeking information on indebtedness not related to normal and customary living conditions such as mortgage, car payments or similar obligations. Should the employee dispute the information of concern on the credit report the employee may contest this information within 10 work days. Following the review of the applicable credit report it will be provided to the

employee for retention or destruction. It will not serve as the basis for further investigation or disciplinary action. This process is voluntary for those employees seeking this specific assignment should the employee determine that he/she does not desire to have his/her credit reviewed the employee will be allowed to withdraw from the selection process without prejudice.

## **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 the employee so desires of the nature of the investigation and whether the employee is a witness or a suspect before any interrogation commences, including the name, address and other information necessary to be reasonably apprised 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 the employee's 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 the employee 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 the employee be threatened with dismissal, transfer, or other disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall the employee 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.
- 21.9 Investigation Files  
Internal investigation files shall not be retained longer than the current year plus three years from the date the investigation was initiated, except (a) as otherwise required by law; and (b) for cases that remain pending, are on appeal, are subject to a court order requiring their preservation, or where pending civil, criminal, disciplinary, or administrative proceedings make it appropriate to retain the file for a longer period of time.

## **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 upon initial appointment shall normally not exceed one (1) year after completion of the field training program. "Lateral officers" shall have a probationary period of one year after appointment. The probationary period for newly appointed Sergeants will normally be one year.

A probationary period shall be extended for the number of workdays equal to the number of workdays an employee was absent in excess of 10 work days during the probationary period.

Probationary officers and 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 one-year total probationary period.

The Chief of Police may, at his/her 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, 2019, and shall remain in full force and effect until the 31st of December 2021.
- 27.2 This Agreement may be subject to such change or modification as may be mutually agreed upon by both parties hereto.

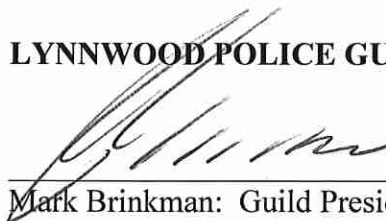
**CITY OF LYNNWOOD, WASHINGTON**



Nicola Smith, Mayor

Date 10-29-18

**LYNNWOOD POLICE GUILD**



Mark Brinkman: Guild President

Date 10-29-18

ATTEST/AUTHENTICATED:



Finance Director

11-01-2018

Date



**APPENDIX A**  
to the 2019 AGREEMENT  
by and between  
the CITY OF LYNNWOOD, WASHINGTON and  
the LYNNWOOD POLICE GUILD  
Representing the City's Police Officers and Sergeants

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

Pursuant to Article 17.4.2 of the labor agreement, the Salary Schedule will be:

Effective January 1, 2019:

	Hourly Rate	Biweekly Rate	Monthly Rate	Annual Rate
<b>Police Officer Step A</b>	\$36.94	\$2,955.20	\$6,402.93	\$76,835.20
<b>Police Officer Step B</b>	\$40.11	\$3,208.80	\$6,952.40	\$83,428.80
<b>Police Officer Step C</b>	\$41.74	\$3,339.20	\$7,234.93	\$86,819.20
<b>Police Officer Step D</b>	\$43.44	\$3,475.20	\$7,529.60	\$90,355.20
<b>Police Officer Step E</b>	\$44.77	\$3,581.60	\$7,760.13	\$93,121.60

<b>Police Sergeant Step A</b>	\$49.80	\$3,984.00	\$8,632.00	\$103,584.00
<b>Police Sergeant Step B</b>	\$51.29	\$4,103.20	\$8,890.27	\$106,683.20
<b>Police Sergeant Step C</b>	\$52.83	\$4,226.40	\$9,157.20	\$109,886.40

Effective January 1, 2019, Police Sergeant Step C will be maintained at 18% higher than Police Officer Step E.

CITY OF LYNNWOOD, WASHINGTON

By:   
Nicola Smith, Mayor

Date: 10-29-18

LYNNWOOD POLICE GUILD

By:   
Mark Brinkman, President

Date: 10-29-18

ATTEST

  
Sonja Springer, Finance Director

Date: 11-01-2018