

AGREEMENT
by and between
CITY OF LYNNWOOD, WASHINGTON
and
LYNNWOOD POLICE MANAGEMENT GUILD

December 29, 2018 - December 31, 2021

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AGREEMENT
By and between
CITY OF LYNNWOOD, WASHINGTON
And
LYNNWOOD POLICE MANAGEMENT GUILD

December 29, 2018 through December 31, 2021

THIS AGREEMENT is by and between the CITY OF LYNNWOOD, WASHINGTON, hereinafter referred to as the Employer, and the LYNNWOOD POLICE MANAGEMENT GUILD representing Commanders, hereinafter referred to as the Guild.

ARTICLE 1 DEFINITIONS

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

1.1.1 Bargaining Unit shall mean all regular full-time commissioned Commanders who are employed by the City of Lynnwood Police Department and working in the positions as set forth in Article 2 of this Agreement.

1.1.2 Employer shall mean the City of Lynnwood, Washington.

1.1.3 Employee shall mean all employees as set forth in Article 1.1.1 above and included in the bargaining unit.

1.1.4 Guild shall mean Lynnwood Police Management 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 2 BARGAINING UNIT

2.1 The Employer recognizes the Guild as the exclusive bargaining agent for all full-time commissioned employees of the Lynnwood Police Department as defined in Article 1.1.1 and per the attached memorandum of understanding dated January 1, 2019.

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 3 GUILD MEMBERSHIP

3.1 Monthly Service Fee
Employees are eligible to become and remain members in good standing in the Guild.

3.2 Guild Notification
Within seven (7) days of date of promotion into the bargaining unit, the Employer shall notify the employee of this Article.

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

3.4 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 Guild may use the Employer’s electronic mail (e-mail) for communications pertaining to Guild business, i.e. meeting times, places and agendas, voting, and election results.

ARTICLE 4 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. An employee may revoke authorization for payroll deduction of payments to the Guild by written notice to the Employer. The Employer will cease dues deduction the next scheduled deduction after receiving the notice. The Employer will notify the Guild within 15 working days when it receives a notice of revocation.

ARTICLE 5 WORKWEEK

5.1 Hours
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, employees on ten (10) hour shifts with four (4) days on and three (3) days off or employees on four (4) nine hour shifts and one (1) eight hour shift with two (2) days off, then four (4) nine hour shifts with three (3) days off (the 9/80 work schedule). The Employer will meet and confer with the Guild before making a change to the regular work schedule.

5.2 Working Out of Classification

At the sole discretion of the Chief of Police, in the event that an employee is assigned by the Chief of Police or designee to act in the capacity of a higher rank for a duration of at least one (1) calendar week the employee shall be compensated at pay step A of the higher rank to which the employee is assigned.

ARTICLE 6 FLSA EXEMPT

6.1 The Employer and the Guild agree that bargaining unit employees are FLSA exempt and not eligible for overtime compensation other than specifically set forth in the terms of this agreement. However, it is acknowledged that employees will be required to spend additional time over and above their regular workweek engaged in activities for the City. Therefore:

6.1.1 Additional Time

Employees who are called back for duty, for scheduled work, or required to continue duty for more than the normal workweek, shall be compensated as follows:

6.1.1.1 Commanders, at an amount equivalent to the rate of time-and-one-half their regular hourly rate of pay for 60 hours annually (prorated for partial years of service).

6.1.1.2 Payment shall be made annually on the first pay period in December or upon separation, if earlier.

6.1.2 Administrative Leave

Employees shall receive 64 hours of administrative leave on January 1 of each year of the contract, that can be used as leave or cashed out at the employee's discretion, provided that they have achieved an overall performance rating of "Good Work" or higher. Members working under the provisions of a Performance Deficiency Notice (PDN) shall not be eligible for administrative leave. Administrative leave shall be prorated for partial years of service.

6.1.2.1 Administrative leave not used or cashed out by November 1 of that year shall be paid on the last payday of November at the employee's regular hourly rate of pay.

ARTICLE 7 HOLIDAYS

7.1 List

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	1 st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday of November
Friday Following Thanksgiving	
Day Before Christmas	December 24
Christmas Day	December 25
Plus One Additional Day	Floating holidays, to be scheduled by mutual agreement between the Employer and employee.

7.2 Special Holiday

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.

7.3 Nine and Ten Hour Shifts

An employee assigned to ten (10) hour shifts or a 9/80 schedule shall be given an additional day off when a recognized holiday falls on one of the employee's scheduled days off. The day shall normally be added to the two days the employee is off during that holiday week.

7.4 96 Hours

For employees on eight (8), nine (9) 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 employee's floating holiday.

ARTICLE 8 VACATIONS

8.1 Accrual

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

AFTER	HOURS ACCRUED
0 year	80
2 years	96
6 years	128
9 years	136
11 years	168
16 years	184
20 years	210
25 years	224

8.2 Maximum

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.

8.3 Shared Leave

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

ARTICLE 9 SICK LEAVE

9.1 Accrual

Employees shall receive sick leave accruals as follows:

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. 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.

9.2 Upon Termination

Upon termination of employment any unused sick leave may be converted to pay at the regular hourly rate of pay 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 for a maximum of 144 hours.

Termination by layoff: - Three (3) hours of unused sick leave - one (1) hour pay up to 720 hours for a maximum of 240 hours.

Retirement under the Law Enforcement Officer Fire Fighter Retirement System 2 commencing at age 50, or non-duty death of employee:

First one hundred hours of sick leave accumulation :

1 hour unused sick leave = 1 hour pay

Remaining balance of unused sick leave up to an additional 1500 hours:

30% of balance of unused sick leave to a maximum payout of an additional 450 hours

Total maximum sick leave payout is 550 hours

On-Duty Death of employee:

2 years accumulation (192 hours) or 50% of the employee's sick leave balance, for a maximum total payout of 800 hours, whichever is greater.

At the employee's discretion and in accordance with IRS rules, any portion of an employee's accrued leave payouts (to include but not limited to sick leave and vacation) may be directed to an established HRA VEBA account.

- 9.3 Use
An employee eligible for sick leave with pay shall be granted such leave for a bona fide illness or physical incapacity of the employee, as provided by applicable City policy, or as provided for by RCW 49.12.270 and 1988 c 236 s 3 as amended by the Legislature of the State of Washington in 2002.
- 9.4 Industrial Insurance
The Employer 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 the Chief's sole discretion, determines that this Article should apply.
- 9.5 Modified Duty
In the event that an employee becomes sick or disabled the Employer, at the sole discretion of the Chief of Police, may require the employee to report to perform modified duties, which shall not be subject to the grievance procedure. The Employer may offer the employee modified duty status using the following guidelines:
- 9.4.1 The Chief of Police may require an employee to report to modified duty consistent with medical restrictions.
 - 9.4.2 Employees on modified duty will be compensated at the employee's rate of pay.
 - 9.4.3 Modified duty will only be offered for a reasonable period of recuperation where there is reasonable prognosis for the employee's return to full duty.
 - 9.4.4 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. In the case of conflicting medical opinions, the controlling opinion shall be that of the physician to whom the Employer referred the employee.

ARTICLE 10 BEREAVEMENT/EMERGENCY LEAVE

- 10.1 Bereavement
A full-time employee who has a member of the employee's 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.

10.2 Emergency
Accrued vacation or administrative 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.

10.3 Jury Duty
An employee who is called upon for 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 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.

ARTICLE 11 HEALTH AND WELFARE

11.1 Medical and Dental
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 a Group Medical and Dental Insurance Plan including Medical and Major Medical and Dental Insurance. The Employer retains the right to determine the provider of any and all of the insurance coverage's set forth within this Article; provided however, the Employer shall not reduce the present insurance benefits for the duration of this Agreement. 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.

11.2 Cost
The Employer shall pay the premiums for health and welfare plans (Medical, Vision for employee only, Life, and Dental) for the employee and ninety (90%) of such premiums for the employee's dependents who are enrolled in such health and welfare plans; provided the dependent is:

- a) a legal spouse,
- b) an employee's natural child, adopted child or step-child,
 - o up to the age of 19, or
 - o up to the age of 26 as authorized by the insurance company's underwriting rules, or
 - o who is disabled and is authorized for coverage by the insurance company's underwriting rules.

The parties acknowledge that changes in Washington State Law effective January 1, 2009 provide the opportunity for employees to obtain medical insurance for their children up to age 26. The parties further acknowledge that the full cost of health insurance for children who do not meet the criteria in Article 11.2.b shall be paid by the Employee.

If the Employer makes an agreement with the Lynnwood Police Officers Guild to pay a portion of premiums for unmarried dependent children who do not meet the criteria in Article 11.2.b, that other agreement shall be substituted for this agreement.

Employer agrees to provide medical coverage consistent with any negotiated and ratified agreement between the City of Lynnwood and the Lynnwood Police Guild representing Police Officer and Sergeants.

As of January 1, 2009 the Employer will no longer cover the \$10 co-pay for yearly vision health checks, which shall become the responsibility of the employee. 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 an Article 125 plan to provide for pretax payments of employee insurance co-pays.

11.3 Domestic Partners

If the Employer makes an agreement with the Lynnwood Police Guild representing Police Officers and Sergeants to provide a Domestic Partner Benefit Program, the same program will be made available to the Lynnwood Police Management Guild.

11.4 Supplemental Disability Income Plan

The Employer shall provide for mandatory payroll deduction for a LEOFF II disability plan selected periodically and administered by the Lynnwood Police Officers Guild upon their approval.

11.5 Flexible Spending

The Guild will be allowed to participate in the Flexible Spending Account program as determined by the Employer. Nothing in this Article shall be construed to mandate that the Employer maintain such a program.

11.6 Long Term Care

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

11.7 HRA VEBA

Upon request of the Guild the Employer will implement within a 60 day period a HRA VEBA. Members of the Guild in conjunction with other authorized employees as determined by the Guild shall be eligible to participate in this retirement health savings program in accordance with the program rules and deferment options and IRS regulations.

11.8 FMLA

The Guild and the Employer 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.

- 11.9 Supplemental Insurance
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.
- 11.10 Conditional Reopener: Either party may reopen Article 11 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 12 UNIFORMS AND EQUIPMENT

- 12.1 Uniforms
Upon appointment the Police Department will furnish one (1) complete dress uniform, two (2) complete class A uniforms, and one (1) department jumpsuit if not already issued. Commanders of Patrol and Detention shall be issued one (1) additional jumpsuit.
- 12.2 Quartermaster / Allowance
Members of the Guild shall exercise their option annually by January 1 and advise the Chief of Police whether they elect to receive a uniform allowance or the provision of uniforms under the quartermaster system. In the case the employee elects a uniform allowance; such allowance shall be \$1,250 annually. An employee appointed mid-year is eligible for a prorated allowance.
- 12.3 Equipment
Equipment required when assigned to a specialty unit will be furnished by the Employer at no expense to the officer.
- 12.4 Dry Cleaning
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.
- 12.5 Property of Employer
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.
- 12.6 Replacement
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 13 WAGES

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

13.2 Steps

Step A: Straight time rate at which a newly promoted employee shall be paid during his one-year probationary period as shown on the pay schedule.

Step B: Upon satisfactory completion of Step A as demonstrated by successful completion of the probationary period, the straight time rate of pay shall be as shown on the pay schedule.

Step C: Upon satisfactory completion of one year at Step B the employee 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.

13.2.1 After full evaluation by the Chief of Police to determine that these requirements have been met, the base rate of pay shall be as shown on the attached pay schedule in Appendix A.

13.2.2 Salary adjustment shall be made effective on the employee’s promotion anniversary date, or as determined by Article 13.2.1.

13.3 Salary Schedule

13.3.1 Pay rates shall be carried out to two decimal points to accommodate the City’s financial program. The classifications of work and straight time rate of pay for each pay step covered by this Agreement shall be indicated on the attached pay schedule in Appendix A.

Effective December 29, 2018, the monthly base rate of pay for a top step Commander shall be maintained at 125% of the monthly base rate of pay of a top step City of Lynnwood Police Sergeant.

13.4 Longevity Premium Pay

13.4.1 Effective December 29, 2018, 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 5th Year:	3%
After 10th Year:	4%
After 15th Year:	6%
After 20th Year:	8%
After 25 th Year:	9%

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

13.4.3 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 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.

13.4.3.1 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.

13.5 Education Premium Pay Plan

13.5.1 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.

13.5.1.1 Approved Fields of Study

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

Degrees awarded in non-approved fields of study may be compensated at the next lower level at the discretion of the Chief of Police.

13.5.1.2 Education Premium Pay Schedule - 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 this Article 13.5.

<u>Credits</u>	<u>% of Employee's Base Rate of Pay</u>
Forty-five Credits	1.95%
* Associate's Degree	4.0%

Bachelor's Degree	5.4%
Master's Degree	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.

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.

13.5.1.3 Eligibility - Employees shall be required to complete a minimum of twenty-four (24) hours of in-service training or education 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.

13.5.1.4 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: University of Washington tuition schedule. Upon successful completion of such class, the employee shall receive the remaining forty percent (40%) unless the employee attains a GPA of less than 2.0. In such cases, the employee shall promptly reimburse the City for tuition and books. 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.

13.6 Special Incentive

13.6.1 A current 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.

13.6.2 The annual Chief's Award recipient will receive five hundred dollars (\$500) at the sole discretion of the Chief of Police.

13.7 Accreditation Premium: Effective December 26, 2020, 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.

13.8 Assignment/Specialty Premium Pay: Effective December 29, 2018, employees assigned to the City of Lynnwood Emergency Management Director by the Chief of Police shall receive the listed assignment/specialty pay while so assigned. Effective December 31, 2019, employees assigned to

the Public Affairs and Communications Manager position by the Chief of Police shall receive the listed assignment/specialty pay while so assigned.

For employees assigned to multiple specialties, only one premium pay will be applied, whichever is highest. The decision to assign and remove an employee from a specialty assignment is at the sole discretion of the Chief of Police.

Public Affairs and Communications Manager	3% of base wage
City of Lynnwood Emergency Management Director	5% of base wage

The Guild agrees that the City may, at any time, remove the work performed by the Public Affairs and Communications Manager and/or the City of Lynnwood Emergency Management Director from the Guild and assign it outside the Guild without bargaining the decision or the effects. This provision is intended to operate as a waiver by contract and is granted by the Guild in exchange for the City's agreement to the new specialty premium pays identified above.

ARTICLE 14 GRIEVANCE PROCEDURE

14.1 Process

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:

- 14.1.1 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 immediate supervisor. A "working day" is defined as Monday through Friday excluding holidays.
- 14.1.2 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 . 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.
- 14.1.3 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.
- 14.1.4 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.

14.1.5 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.

14.2 Guild Assistance

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.

14.3 Expenses

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 Employer 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.

14.4 Grievance Procedure vs. PERC

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.

14.5 Grievance Procedure or Civil Service

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 15 MANAGEMENT RIGHTS

15.1 Manage

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.

15.2 Work Rules

The Guild recognizes the exclusive right of the Employer to establish reasonable work rules. Provided, the Employer 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.

- 15.3 Job Duties
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.
- 15.4 Discipline or Discharge for Cause
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.

ARTICLE 16 MAINTENANCE OF STANDARDS

- 16.1 Standards
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.
- 16.2 Benefits
The Employer agrees that all benefits (such as vehicles, etc.) in effect at the time of contract signing which are not specifically eliminated, altered or modified by this contract will remain in effect.
- 16.3 Organization Structure
The Employer acknowledges that the current management ranks of Commander and Deputy Chief of Police represent the organizational structure of the Lynnwood Police Department and that the Employer agrees to bargain the effects of any reorganization of the Department impacting these ranks. The Guild recognizes the Chief of Police retains discretion to rotate assignments as the Chief sees fit.
- 16.4 Civil Service Ranks
The Employer acknowledges that the rank of Commander is a civil service position governed by the City of Lynnwood Civil Service Rules. The rules remain in effect for the covered classes unless specific contrary contract provisions are agreed to.
- 16.5 Appointment and Removal Process for Deputy Chief
Appointment:
- Deputy Chiefs of Police shall only be appointed by the Lynnwood Chief of Police, and only from the ranks of the Lynnwood Police Management Guild, through December 31, 2028. Deputy Chiefs appointed from the ranks of the Guild will remain covered by Civil Service.

- Beginning January 1, 2029, one Deputy Chief of Police position may, at the discretion of the Chief of Police, be appointed from outside the Guild, subject to the following conditions: (a) a Deputy Chief appointment from outside the Guild is not allowed if the Deputy Chief vacancy was created by the exercise of the Chief's authority to revert a Deputy Chief back to the Guild pursuant to section 4(I)(a) below; (b) if a Deputy Chief appointment is to be made from outside the Guild, the parties agree that the vacant Deputy Chief of Police position shall be classified as non-civil service, subject to Civil Service Commission action.

Removal:

- The following provisions apply exclusively to Deputy Chiefs of Police who are appointed from the ranks of the Lynnwood Police Management Guild:
 - a) Without Cause. Deputy Chiefs of Police may be removed from the rank of Deputy Chief of Police at the discretion of the Chief of Police without cause. Deputy Chiefs of Police removed from their rank without cause will revert back to the rank of Commander of Police. A Deputy Chief of Police who reverts back to the rank of Commander can only be replaced by a member of the Lynnwood Police Management Guild.
 - b) Guild Seniority. Deputy Chiefs of Police who revert back to Commander of Police will become members of the Guild and shall maintain their seniority as a Commander of Police as if there had not been a break in service, inclusive of their longevity while serving as a Deputy Chief of Police.
- Deputy Chiefs of Police appointed from outside the ranks of the Lynnwood Police Management Guild shall have no right to reversion into the ranks of the Lynnwood Police Management Guild.

16.6 Competition for Appointment to Chief

Should a vacancy exist for the position of Chief of Police all members of the Guild shall be eligible to compete for said position provided they have two years of service as a Commander of Police.

16.7 F.B.I. Academy

The Employer agrees that it is the goal of the Lynnwood Police Department that Commanders attend the F.B.I. National Academy. The Employer agrees that it will facilitate application of qualified candidates for consideration of the F.B.I. consistent with current application processes as determined by the F.B.I. The timing of such application and attendance will require approval and coordination of the Employer, F.B.I. and the candidate.

ARTICLE 17 POLICE OFFICERS' BILL OF RIGHTS

17.1 Introduction

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 ensure that these investigations are conducted in a manner, which is conducive to good order and discipline, the following guidelines are promulgated.

17.2 Informed

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 reasonably apprise the employee of the allegations of such complaint. If mutually agreed to by both parties, written reports may be waived.

17.3 Timing

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.

17.4 Location

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 Article shall be deemed a waiver of any rights conferred by RCW 41.56 et. seq.

17.5 Questioning

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.

17.6 Offensive Language

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

17.7 Polygraph

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

17.8 Truthfulness

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.

17.9 Balance Sheet

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.

17.10 Investigation Files

Internal investigation files shall not be retained longer than required by law or 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 18 NON-DISCRIMINATION

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

ARTICLE 19 INDEMNIFICATION

19.1 The Employer shall indemnify, defend and hold harmless any employee, and the employee's marital community, named as a defendant in a lawsuit for alleged acts or omissions of the employee made in good faith during the course and in the scope of the employee's employment with the Employer; provided, that the Employer shall not be required to indemnify, defend or hold harmless the employee for any dishonest, fraudulent or criminal act, intentional misconduct or gross negligence of the employee, or for any suit brought against the employee by or on behalf of the Employer. This protection shall apply only after written notice that the employee has been named as a defendant in the lawsuit is given to the City Attorney by the employee or the Guild. The Employer retains the right to select the counsel to provide legal representation to the employee pursuant to this Article in the Employer's reasonable discretion.

ARTICLE 20 ENTIRE AGREEMENT

20.1 The Agreement expressed herein in writing and attached memorandums of understanding incorporated by reference 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 or memorandums of understanding agreed to.

ARTICLE 21 PERFORMANCE OF DUTY

21.1 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 22 SAVINGS CLAUSE

22.1 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 23 PROBATION PERIODS

23.1 The probationary period for newly appointed employees will normally be one year.

Probationary employees 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 24 DURATION CLAUSE

24.1 This Agreement shall be effective as of December 29, 2018 and shall remain in full force and effect through the 31st of December 2021.

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

CITY OF LYNNWOOD, WASHINGTON

LYNNWOOD POLICE MANAGEMENT GUILD

Nicola Smith, Mayor

Chuck Steichen, President

Date _____

Date _____

ATTEST/AUTHENTICATED:

Finance Director

Date

**APPENDIX A – SALARY SCHEDULE
to the 2019-2021 AGREEMENT
by and between
the CITY OF LYNNWOOD, WASHINGTON and
the LYNNWOOD POLICE MANGAEMENT GUILD**

Pursuant to Article 13.3.1 of the labor agreement, the Salary Schedule will be:

A.1 Effective December 29, 2018:

CLASSIFICATION	HOURLY RATE	BI-WEEKLY RATE	MONTHLY RATE	ANNUAL RATE
Commander Step A	\$61.0554	\$4,884.43	\$10,582.93	\$126,995.19
Commander Step B	\$63.4976	\$5,079.81	\$11,006.25	\$132,075.00
Commander Step C	\$66.0375	\$5,283.00	\$11,446.50	\$137,358.00