AGREEMENT

by and between

CITY OF LYNNWOOD, WASHINGTON

and

LYNNWOOD POLICE GUILD

(Representing the City's Police Supportive Service Employees)

December 29, 2018 through December 31, 2021

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A G R E E M E N T
by and between
CITY OF LYNNWOOD, WASHINGTON
and
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(Representing the City's Police Supportive Service Employees)
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 GUILD, hereinafter referred to as the Guild.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Guild, to provide for equitable and peaceful adjustment of differences, which may arise, and to establish proper standards of performance, wages, hours and other conditions of employment.

ARTICLE 1 DEFINITIONS, RECOGNITION, GUILD MEMBERSHIP AND PAYROLL DEDUCTION

1.1 Recognition: The Employer recognizes the Guild as the exclusive bargaining representative for all full-time and regular part-time non-commissioned employees of the Lynnwood Police Department excluding supervisors, commissioned officers, cadets, confidential employees and all other employees of the Employer.

1.2 A new employee who completes the probation period, may then choose to become a member of the Guild and pay the Guild initiation fee and periodic monthly Guild dues to the maximum extent permitted by law. 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 the employee's 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 hire shall be considered the employee's anniversary date of employment and the employee shall be entitled to the benefit of all provisions of this Agreement.

1.3 Guild Notification: Within seven (7) days of date of employment, the Employer shall provide notice of a new hire to the Guild Board.

1.4 Payroll Deduction: 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.

1.5 Hold Harmless: The Guild agrees to hold the City harmless from any claims filed by any employee arising out of the Guild membership provisions of this Agreement.

1.6 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.

1.7 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.

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

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

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

ARTICLE II HOURS OF WORK AND OVERTIME

2.1 Hours of Work: The regularly scheduled hours of duty for employees shall be established by the Employer.

2.1.1 Custody shifts (not including specialty positions) will be 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. This shall be the permanent shift arrangement for the detention division.

Confinement Officers shall work either an eight (8) hour shift with five (5) days on and two (2) days off, a twelve (12) hour shift with three (3) days on and three (3) days off, or a ten (10) hour shift with four (4) days on and three (3) days off. The work period shall be 28 days for employees assigned to a 5-2 or 4-3 work schedule and 24 days for a 3-3 work schedule.

The Department will utilize a four month shift rotation for custody officers not assigned to specialty duties. 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 three four-month rotations. The bid process will be announced in a manner allowing appropriate notification to all employees assigned to the custody division. Employees will be advised of their seniority on the department as indicated by their date of hire adjusted by any unpaid absences of five (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 the employee's place in the bid process and be re-inserted at the time the employee makes himself/herself available to draw a shift.

Employees 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 employee may exercise a shift bid on the succeeding shift bid process. An employee 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.

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

In no event shall an employee be forced to work the same shift more than two consecutive rotations due to seniority. Employees in this situation may be administratively assigned with regard to seniority of the remaining officers.

If a 10 hour shift is worked in the detention division the majority of hours worked on either nights or days will constitute the shift for purposes of subsequent shift bid. 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 officers shall not be allowed to draw a shift and will be assigned to allow for the development of custody skills during the probationary period.

Employees reassigned from a specialty assignment 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.

2.1.2 Clerks, Animal Control Officer(s), Evidence Techs, Crime Prevention and all other employees in the bargaining unit aside from custody officers shall work either a 5-2, or 4-3 work schedule. The workweek shall be seven days.

Nothing in this article shall prevent an employee from working either an eight (8) or a ten (10) hour shift upon mutual agreement between the employee, the City and the Guild.

Clerical staff will rotate shifts every three (3) months rotating from days to swings to graveyard etc. Shift trades must be approved by the support services manager. A probationary clerk will be assigned shifts as necessary for training purposes.

2.1.4 Except in bona fide emergencies, the employer will provide five (5) days written notice 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.

ARTICLE III 12 HOUR SHIFT ASSIGNMENT TIME

3.1 The Employer acknowledges the 12 hour schedule results in the employee working more time than the normal 2,080 hours annually.

3.2 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.

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

3.4 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.

3.5 Shift assignment leave time dates drawn may be rescheduled by the employee with the approval of the detention commander but it is not eligible for carry over from the calendar periods set forth above in 3.3. 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.

3.6 38 hours of shift assignment time shall be paid at the regular time rate of pay as defined in Article 1, Section 1.8 of this contract. This pay is in compensation for extra 12 hour shift hours worked from September 1st of each year. Such pay will be made as outlined in Article II, Section 4.1. This pay shall be made on the first payroll in December of each year.

3.7 Employees on loan from specialty assignments to the custody division 12 hour shifts shall receive shift assignment pay at the rate of four (4) hours worked per pay period. Employees assigned between pay periods shall receive two (2) hours of shift assignment pay per calendar week. Such pay will be at the regular rate of pay as defined in Article 1, Section 1.8 of this contract.

3.8 Employees transferring or on loan to one of the three specialty assignments within the detention division 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 the above clause 3.7.

3.9 Overtime: Overtime shall be based on the following work periods:

a. Confinement Officers - Any time worked in excess of 171 hours during a 28-day work period (if assigned to a 4-3 or 5-2 schedule), 168 hours during a 24-day work period (if assigned to a 3-3 work schedule) or in excess of the employee's assigned work schedule, as set forth in Section 2.1.1, shall be paid at the overtime rate of pay.

b. Clerks, Animal Control Officers and all others in the bargaining unit - Any time worked in excess of 40 hours during a work week or in excess of the employee's assigned work schedule as set forth in Section 2.1.2, shall be paid at the overtime rate of pay.

3.9.1 Overtime shall be paid at one and one-half (1-1/2) times the employee's regular hourly rate of pay, as provided by FLSA.

3.9.2 Overtime shall be paid 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.

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

3.11 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 one (1) and one-half (1/2)).

3.11.1 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.

3.12 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.

3.13 Clerks, custody officers, evidence tech and animal control personnel shall be entitled to a thirty (30) minute paid meal period plus two (2) fifteen (15) minute paid rest breaks during a full-time shift. Other personnel (e.g. crime prevention) shall be entitled to an unpaid meal period plus two (2) fifteen (15) minute paid rest breaks during a full-time shift. Meal and rest breaks are scheduled when operationally feasible and may be taken in shorter segments. An employee who cannot take a meal or rest break should notify a supervisor. It is the parties' intent that this section supersedes WAC 296-126-092.

ARTICLE IV CALL BACKS

4.1 Any employee called back after finishing the employee's regular shift, or called to report on the employee's day off for any reason, shall be guaranteed three (3) hours pay at the employee's overtime rate of pay. There shall be a limit of one three-hour callback minimum in any 24-hour period. The employee will be released once the work requiring the callback is completed.

4.2 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. 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 8 scheduled hours lunches will be non-paid.

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.

4.3 An employee who is required to appear in court within a two (2) hour period immediately preceding his regular shift shall be entitled to pay at the overtime rate of pay from the time of his appearance to the time his regular scheduled shift begins, whatever that period of time shall be. If any time shall remain between the employee's completion of court, he shall make himself available to be assigned to duty until his regular shift begins.

4.3.1 All court time accumulated which begins when an employee is on duty and extends past his regular shift shall be compensated at the overtime rate of pay for the period following his regular duty shift.

4.3.2 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 worked in excess of the three (3) hour minimum. For other than Lynnwood Municipal Court, employees shall include documentation of the overtime worked along with the overtime compensation request.

4.4 In the event an employee is given less than twenty-four (24) hours notice of cancellation of a scheduled off-duty court appearance, he shall be entitled to three (3) hours pay at the overtime rate of pay. Notice of cancellation 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. It shall be the employee's responsibility to check for cancellation prior to attending court. If court is cancelled prior to 24 hours no compensatory time will be paid.

Subpoenas or notifications for superior or district court cases will be served via email. Thereafter 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.

ARTICLE V HOLIDAYS

5.1 The following holidays shall be declared to be official holidays of the Employer for employees covered by this Agreement:

Holiday	Dates Honored	Hours
New Years Day	January 1st	8
Martin Luther King Day	3rd Monday in January	8
President's Day	3rd Monday in February	8
Memorial Day	Last Monday in May	8
Independence Day	July 4th	8
Labor Day	1st Monday in September	8
Veteran's Day	November 11th	8
Thanksgiving Day	4th Thursday in November	8
Fri. following Thanksgiving	4th Friday in November	8
Day before Christmas	December 24th	8
Christmas Day	December 25th	8
Plus one Additional Day	Floating holiday, to be scheduled by mutual agreement between Employer and employee, provided employee has completed six (6) consecutive months of service.	8
		96

Each holiday equates to 8 hours. The floating holiday is to be taken in time off for 8 and 10 hour shifts schedules.

5.1.1 The twelfth (12th) holiday (floating holiday), applicable to those working eight (8) hour shifts, ten (10) hour shifts or for employees reassigned from twelve (12) hour shifts prior to July 1st for the remainder of the year, shall be given in accordance with Section 5.1. 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, except when an employee has requested the day and the request has been denied.

5.2 The dates specified are applicable to employees working other than a Monday through Friday work schedule when such work schedule is in effect. For employees 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 5.1. In the event the employee is required to work a holiday, he shall be paid in accordance with Section 5.3.

5.2.1 The Employee 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 days off. The day shall normally be added to the three days the employee is off during that holiday week.

5.3 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. This is not to be interpreted as a requirement for minimum staffing for holidays. If it is not deemed necessary on the shift, it may remain vacant. 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.

5.4 An employee shall receive pay for a holiday only when in a paid status on the workday immediately preceding and the workday immediately following the holiday.

5.5 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 (1) 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.

5.6 The method used to compensate each employee on a specific holiday shall be determined by the Police Chief or his designee. Shift staffing and anticipated workload shall be used to decide whether an employee 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 or support services manager. 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 be normally be scheduled to work in lieu of the holiday.

5.7 Working Out of Classification: In the event an employee 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. Employees 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 performing their specialty assignment.

ARTICLE VI VACATIONS

6.1 Employees shall be eligible to receive a paid vacation leave based upon the following schedule: combine

	Accrual for Custody Staff	**Accrual for all Remaining Members**
AFTER	HOURS ACCRUED	HOURS ACCRUED
0 year	80	80
2 years	110	100
6 years	150	130
9 years	158	140
11 years	178	160
16 years	190	180
20 years	210	200

6.2 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.

6.3 Employees may not utilize accumulated vacation during their first year of employment without permission of the Chief of Police.

6.4 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.

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

ARTICLE VII SICK LEAVE

7.1 Upon employment, employees will be credited with thirty-six (36) hours of frontloaded sick leave. Sick leave with pay shall accrue at the rate of eight (8) hours of leave for each full calendar month of the employee's service beginning with the fourth month of service. Any such leave accrued but unused in any year shall be accumulative for succeeding years.

7.1.1 An employee eligible for sick leave with pay shall be granted such leave for a bona fide illness or physical incapacity of the employee and as provided for by applicable City policy and RCW 49.12.270.

7.2 Employees who are granted a leave of absence with pay for any purpose shall continue to accrue sick leave at the regularly prescribed rate during such absence.

7.3 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 (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 Washington State Public Employees Retirement System or Washington State Public Safety Employees 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 one 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.

7.4 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 workers' compensation time loss payments. This benefit will only apply to time loss occasioned by the acts of aggression of another or those circumstances where the Chief of Police, in his sole discretion, determines that this section should apply.

7.5 **Modified Duty: On-Duty** - In the event a bargaining unit 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 the Chief of Police, which shall not be subject to the grievance procedure.

7.6 **Modified Duty: Off-Duty** - In the event a member becomes sick or disabled as a result of circumstances outside the employee's employment, the Employer may offer the 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 VIII BEREAVEMENT/EMERGENCY LEAVE

8.1 Bereavement Leave: A full-time employee who has a member of his immediate family taken by death may request up to three (3) days off without loss of pay to attend the funeral and make necessary arrangements. Immediate family shall be defined as husband, wife, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandparents, or grandchildren of the employee. Up to two (2) additional days off may be granted at the sole discretion of the Chief of Police for exceptional circumstances such as distant travel.

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

8.3 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 the employee's regular hourly rate of pay 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 IX HEALTH AND WELFARE

9.1 Medical and Dental: The Employer shall provide Medical and Dental Insurance Plans 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.

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 also be available. 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, 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 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. Additionally the employer agrees to a Section 125 Plan to provide for pre-tax 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 dependent:	$3000 In addition on an annual basis: after the employee pays the first $8,000 of the $10,000 HDHP out-of-pocket maximum (e.g., the $3,000 HSA plus $5,000 additional dollars out of pocket), The City will reimburse the employee up to $2,000 of the remainder of the out-of-pocket maximum.
Employee + 2 dependents:	$4000 In addition on an annual basis: after the employee pays the first $9,000 of the $10,000 HDHP out-of-pocket maximum (e.g., the $4,000 HSA plus $5,000 additional dollars out of pocket), The City will reimburse the employee up to $1,000 of the remainder of the out-of-pocket maximum.
Employee + 3 dependents:	$5250

The Employer's HSA contributions will be paid monthly, except that the first time an employee enrolls in the HDHP Plan the contributions will be paid quarterly. 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).

9.2 Supplemental Disability Income Plan: The Employer shall provide employees with a Supplemental Disability Income Plan through the Association of Washington Cities Plan, with the Employer paying eighty percent (80%) of the premium, effective the first of the month after the contract is signed. The basic parameters of the Plan shall provide for payment of sixty percent (60%) of an eligible employee's wages; a 90-day waiting period; a five percent (5%) pension supplement; and two (2) years retraining.

9.3 Life Insurance: The Employer will purchase a term life insurance policy for each employee in the bargaining unit in the amount of one (1) times annual base salary, rounded to the nearest thousand, to a maximum of $50,000, effective the first of the month after the contract is signed.

9.4 Flexible Spending Accounts: The Guild will be allowed to participate in the Flexible Spending Account (FSA) 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 an FSA in an amount that will not trigger the Affordable Care Act excise tax. If an employee's contribution to an 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.

9.5 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.

9.6 Retired Health Savings Account: 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.

9.7 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.

9.8 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.

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

9.10 Conditional Reopener: Either party may reopen Article 9 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 process to avoid triggering the tax.

ARTICLE X WAGES

10.1 The classifications of work and wage scales and administration of the pay plan for employees covered by this Agreement shall be as set forth within Appendix "A" to this Agreement and by this reference is incorporated herein as if set forth in full.

10.2 Field Training Officers (FTO): Custody, clerks and animal control officers who are assigned to FTO responsibilities training regular full-time trainees for at least one week's duration during the pay period shall receive an additional four (4) hours pay per pay period at the employee'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. This pay shall not apply to employees assigned for orientation purposes.

Custody, clerks and animal control officers training part-time employees shall receive 2.5 hours of straight time compensatory time off for each forty (40) hours of training. This comp time shall not be accumulated while receiving FTO premium pay.

10.3 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.

Custody Administrative Officer:	3.0%
Custody Court Security Officer:	3.0%
Custody Electronic Home Detention Officer:	3.0%
Public Disclosure Clerk	3.0%

The assignments receiving assignment/specialty pay, listed above, 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.

The Employer may assign employees to specialty positions for familiarization and career development. Employees so assigned will not be entitled to assignment/specialty pay. These assignments shall not exceed six months in duration. Should an employee's assignment exceed the six-month period without interruption and continue on to a regular assignment he shall be entitled to payment of assignment/specialty pay for the preceding six months.

When the officers assigned to specialty positions are absent for short durations of time, it is agreed that other custody staff will handle specialty unit duties as required. This does not entitle them to assignment/specialty pay.

Nothing in this provision requires the staffing of specialty assignments. If the Chief of Police determines that the need for the specialty assignment does not exist, no longer exists or manpower does not allow for specialty assignment staffing, such positions will not be assigned and no assignment/specialty pay will be due.

10.4 Bi-lingual Premium Pay: Employees not receiving assignment/specialty pay will receive bi-lingual pay of 3% after successful completion of their 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.

10.5 Special Incentives: The Guild acknowledges that lateral custody 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 the field training program (FTO). One thousand dollars ($1,000) will be paid upon successful completion of probation. The remaining three thousand dollars ($3,000) will be paid upon successful completion of their second year of service. Lateral custody officers are only eligible to participate in the incentive program once. Lateral custody 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.

10.6 Accreditation Premium: Effective December 29, 2018, 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 XI UNIFORM ALLOWANCE

11.1 A quartermaster system has been implemented for all members of the bargaining unit except crime prevention officers. 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.

11.2 The Employer shall provide contract-cleaning service at no cost to employees for the cleaning or laundering, 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.

11.3 All uniform items and equipment issued by the Employer 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.

11.4 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 replaced by the Employer where said loss 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 require 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 the board reaches no majority decision, the Chief may implement the Chief's decision, which shall be appealable through the grievance procedure.

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.

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

11.6 Crime Prevention: The Employer shall provide Crime Prevention Officer(s) with an annual clothing allowance in the amount of six hundred twenty-five dollars ($625) with one half of

the payment to be made in February and the remaining one-half to be paid in September. The Police Chief shall establish a set of standards for the uniforms to be worn.

11.6.1 For any new employees eligible for uniform allowance, the amount shall be pro-rated on the basis of fifty percent (50%) for the employees hired after July 1st.

ARTICLE XII GRIEVANCE PROCEDURE

12.1 Policy: The parties recognize that the most effective accomplishment of the work of the Employer requires prompt consideration and equitable adjustments of employee's grievances. It is the desire of the parties to adjust grievances informally whenever possible, and both supervisor sand employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there may be grievances that can be resolved only after a formal review. Accordingly, the following procedure is hereby established in order that grievances of employees may be resolved as fairly and expeditiously as possible.

12.2 A grievance shall be defined as an issue raised relating to the interpretation, application or violation of any terms or provisions of this Agreement. A "working day" is defined as Monday through Friday excluding holidays.

12.3 Procedure: 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 or 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.

12.4 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 grievances, the facts on which it is based, the provisions 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.

12.5 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.

12.6 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.

12.7 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 arbitrators until only one name remains, who shall, upon hearing the dispute, render a decision, which shall be final and binding upon both parties.

12.8 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.

12.9 The expenses of the arbitrator, the cost of any hearing room and the cost of a shorthand reporter, unless such are paid by the State of Washington shall be borne equally by the Employer and the Guild. Each party hereto will pay the expenses of their own representatives (e.g. attorney's fees) and witnesses and not seek to recover such fees from the other party in any circumstance arising from the application of this article.

12.10 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 the courts.

12.11 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 XIII MANAGEMENT'S RIGHTS

13.1 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.

13.2 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.

13.3 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.

13.4 Every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that the employee shall perform all such duties.

13.5 The Employer reserves the right to discipline or discharge for cause. 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 or unproductive.

13.6 The Employer has the right to assign work and determine duties of employees; to schedule hours of work; to determine the number of personnel to be assigned at any time; to perform all other functions not limited by this Agreement.

13.7 The Employer agrees to provide employees with the contents of their balance sheets annually. Should the balance sheet entry be of a negative nature that may result in disciplinary action should the 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.

13.8 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.

13.9 The reserve unit of commissioned Law Enforcement Officers may be utilized to supplement duties subject to bargaining with the Guild.

13.10 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 the volunteers and no reductions in staff will be accomplished due to volunteer efforts.

13.11 Employees seeking assignment to the evidence section shall have a credit check performed subsequent to final selection but prior to any such assignment. Beginning January 1, 2009 employees hired and assigned to the evidence section will have a credit check performed annually. 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 the employee does not desire to have his credit reviewed the employee will be allowed to withdraw from the selection process without prejudice.

13.12 Lead Clerk: The City shall have the right to establish a lead clerk position at the City's option. If such position is established it shall be subordinate to the Support Services Manager. The City recognizes that this position would be a represented position within the Lynnwood Police Support Services Guild. The establishment of a lead clerk position shall not be subject to bargaining at its inception however successor contracts as to wage, hours and working conditions will be subject to bargaining consistent with other units within the bargaining group.

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

13.14 The Guild agrees that the employer may at their option convert a single crime prevention specialist position to an unrepresented position without the need to bargain this provision further. This transition may occur upon a vacancy in the crime prevention position.

ARTICLE XIV MAINTENANCE OF STANDARDS

14.1 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 XV POLICE SUPPORT SERVICES BILL OF RIGHTS

15.1 All employees within the bargaining unit shall be entitled to the protection of what shall hereafter be termed as the "Police Support Services 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 Department. 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.

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

15.3 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.

15.4 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 Lynnwood Police Officers' Guild may be present during the interrogation.

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

15.6 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.

15.7 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.

15.8 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.

15.9 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 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 XVI NON-DISCRIMINATION

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

ARTICLE XVII PERFORMANCE OF DUTY

17.1 Neither the Guild, its officers or agents, nor any of the employees covered by this Agreement shall engage in, encourage, sanction, support or suggest any strikes, slow downs, blue flu, speed-ups, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. In the event that any employee violates this Article, the Guild shall immediately notify any such employees in writing to cease and desist from such actions and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined.

ARTICLE XVIII ENTIRE AGREEMENT CLAUSE

18.1 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 agrees 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 XIX SAVINGS CLAUSE

19.1 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 a Court of final jurisdiction shall declare any of such provisions invalid or inoperative. In such event either party may request renegotiation 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.

19.2 An employee terminating his/her employment with the Employer shall only be paid in accordance with the wage provisions in effect at the time of his/her termination and no retroactive wage adjustments negotiated by the parties after the employee terminates his/her employment shall apply.

ARTICLE XX PROBATION PERIODS

20.1 The probationary period for all classes represented under the provisions of this contract shall normally not exceed one (1) year following appointment, during which time the employee may be discharged at the Employer's will. Lateral custody officers shall have a probationary period of one year after appointment.

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 workdays during the probationary period.

Probationary employees who are absent for an extended period, in excess of 10 working days, due to military commitments, injury or other 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 XXI DURATION

21.1 This Agreement shall be effective as of December 29, 2018 with the Lynnwood Police Guild (representing police supportive services employees) and shall remain in full force and effect through the 31st day of December 2021.

CITY OF LYNNWOOD, WASHINGTON

By_____

Nicola Smith, Mayor

Date_____

LYNNWOOD POLICE GUILD

By_____

Mark Brinkman, Guild President

Date_____

APPENDIX 'A'

AGREEMENT
by and between

CITY OF LYNNWOOD, WASHINGTON

and

LYNNWOOD POLICE GUILD
(Representing the City's Police Support Service Employees)

December 29, 2018 through December 31, 2021

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

A.1 **Effective December 29, 2018,** the classifications of work and hourly rates of pay for each classification covered by this Agreement shall be as follows.

CLASSIFICATION	STEP I	STEP II	STEP III	STEP IV	STEP V	STEP V
Police Clerk						
	$25.74	$26.36	$27.25	$28.13	$28.92	$29.77
Confinement Officer	STEP I	STEP II	STEP III	STEP IV	STEP V	
	$30.48	$31.35	$32.44	$33.34	$34.38	
Crime Prevention Specialist	STEP I	STEP II	STEP III	STEP IV	STEP V	
	$30.48	$31.35	$32.44	$33.34	34.38	
Evidence Technician	STEP I	STEP II	STEP III	STEP IV	STEP V	
	$29.88	$30.73	$31.81	$32.70	$33.72	
Animal Control	STEP I	STEP II	STEP III	STEP IV	STEP V	
	$30.48	$31.35	$32.44	$33.34	$34.38	

Confinement Sergeant	STEP I	STEP II	STEP III
	$38.24	$39.39	$40.57

Effective December 29, 2018, Confinement Sergeant Step III will be maintained at 18% higher than Confinement Officer Step V.

A.1.1 During the duration of this contract the following general wage increases shall apply to all classes effective December 29, 2018, December 28, 2019, and December 26, 2020:

12/29/18	3.6% plus a 3% Market Adjustment (for a total of 6.6%)
12/28/19	100% of the Seattle-Tacoma-Bellevue CPI-W, June 2018 to June 2019
12/26/20	100% of the Seattle-Tacoma-Bellevue CPI-W, June 2019 to June 2020

A.2 Plan Established: There is established a basic pay plan for all employees of the Employer now employed or who shall in the future be employed in any of the classifications of employment set forth in this Agreement.

A.3 Definitions: "Continuous Service" means continuous performance in a full-time position of employment with the Employer in a full-time paid status and shall continue until the resignation or involuntary dismissal of an officer or employee. (authorized military leave, suspension from service for seven (7) days or less in any one calendar year, absence because of involuntary service in time of war, absence while receiving sick leave pay or injury pay from the Employer shall not constitute a discontinuance of service.)

A.3.1 Exclusions and Deductions: Separation from the Employer due to discharge for cause, resignation from the service of the Employer while charges are pending or which reflects discredit on the employee shall exclude all accredited service previously accumulated for continued satisfactory performance.

A.3.2 All time off duty without pay shall be deducted, except that time off duty for authorized military service or due to injury in the line of duty shall be considered as accredited service.

A.4 General Provisions: The positions and pay steps as set forth in Appendix "A" to this Agreement shall be considered the "pay schedule" for the duration of this Agreement.

A.5 Straight Time Hourly Pay Rates: Except for employees who qualify for the FLSA 207(K) exemption (i.e. work period of 24, 27 or 28 days), straight time hourly pay rates are for employment based on a forty (40) hour week, to be paid for hours actually worked.

A.6 Recommendations for Salary Advancement: The Chief of Police shall make a recommendation in writing to the Mayor for the advancement in salary rate of each employee in the department who has met the requirements for salary advancement as enumerated above and set forth within the Labor Agreement. This recommendation shall include a certification as to the employee's manner of performance in his previous twelve (12) months.

A.7 Step Increase Dates: Adjustments shall be effective on the anniversary of either the employment or last pay step increase, based on approval of Chief of Police.

A.8 Administration of Pay Plan (Confinement Officers, Crime Prevention Specialists, Evidence Technicians, Animal Control Officers): In the administration of this pay plan, the five (5) steps for Confinement Officers, Crime Prevention Specialists, Evidence Technicians, and Animal Control

Officers, and six (6) steps for Clerks, of each pay range shall be interpreted and applied as set forth in the following Sections.

A.8.1 The word "employees" in these Sections shall include both officers and employees. These step increases are intended to provide employee incentive and reward employees for meritorious service.

A.8.2 STEP I: Step I is straight time rate at which an employee shall be hired shall be as shown on the attached pay schedule.

Lateral employees may be hired at other than Step I depending on previous length of service and experience. All provisions of this article, A.8 shall apply accordingly.

A.8.3 STEP II: Upon satisfactory completion of the first year's service, the straight time rate of pay for a employee shall be as shown on the pay schedule.

A.8.4 STEP III: Upon satisfactory completion of one year's service at Step II 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.

A.8.5 STEP IV: Upon satisfactory completion of one year's service at Step III 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.

A.8.6 STEP V: Upon satisfactory completion of one year's service at Step IV 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.

A.8.7 STEP VI: Is for police clerks only and upon satisfactory completion of one year's service at Step V 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.

A.9 Administration of Pay Plan (Confinement Sergeants): In the administration of this pay plan, the three (3) steps for Confinement Sergeants, of each pay range shall be interpreted and applied as set forth in the following sections.

A.9.1 The word "employees" in these Sections shall include Confinement Sergeants. These step increases are intended to provide employee incentive and reward employees for meritorious service.

A.9.2 STEP I: Step I is straight time rate at which an employee shall be promoted shall be as shown on the attached pay schedule.

A.9.3 STEP II: Upon satisfactory completion of the first year's service, the straight time rate of pay for a employee shall be shown on the pay schedule.

A.9.4 STEP III: Upon satisfactory completion of one year's service at Step II 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.

A.10 Longevity Premium Pay: Upon completion of the required time of service, employees shall be entitled to longevity premium pay. Longevity shall be based on an employee's date of hire for full-time service, to become effective with the beginning of the pay period following completion of the required service time.

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

Longevity premium pay for all employees covered by this Agreement shall be paid as a percentage of their straight time rate of pay as follows:

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

A.11 Books and Tuition: After completing the probationary period, an employee who takes a class approved by the Police Chief through a college or university approved by the Chief shall 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%) 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 (or equivalent). The employee shall promptly reimburse the City for tuition and books if the employee receives lower than a 2.0 grade in the class. Classes graded exclusively on a "pass-fail" basis will be reimbursed 100% for a "pass" and "0%" for a "fail" provided, however, that these classes will be specifically approved by the Chief of Police prior to enrollment. This provision shall apply to the GPA for both quarter and semester enrollment.

A.12 Payday: The Guild agrees that the Employer may make payday changes, provided such changes are made after reasonable notice has been given to the Guild and the Guild has had an opportunity to negotiate with the Employer prior to implementation. It is the intent that such changes will occur at the same time and under the same terms and conditions as those made for other City employees.

A.13 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.

A.13.1 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.

A.13.2 Probationer Eligibility: Any employee on probationary status shall not be eligible for pay under this Section.

A.13.3 Educational Premium Pay Schedule: Effective December 26, 2020, 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 A.13.

	Credits	Annual Rate (*the rate per pay period will be determined by dividing the annual rate by the number of pay periods)
	Forty-five Credits	$1000
*	Associate's Degree	$2000
	Bachelor's Degree	$2800
	Master's Degree	$3500

* Note: Ninety (90) credits in a major field which are accepted by a college which can issue 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.

A.13.4 Employees who have obtained a degree or 45 credits at the time of ratification of the 2019-2021 collective bargaining agreement will be considered to have the degree or 45 credits in an approved field of study. This grandfathering provision does not apply to future degrees or credits earned by employees.

MEMORANDUM OF UNDERSTANDING
By and between the
LYNWOOD POLICE GUILD
Representing Police Officer, Sergeants, and Support Services bargaining units and the
CITY OF LYNNWOOD

Detention Division Work Schedule
MOU 2020-01
January 10th, 2020

It is agreed upon that Lynnwood Police Department Custody Officers will commence a new work schedule on May 1st, 2020.

The Provisions shall be as follows:

- Custody officers on day shift will work what is defined in the Police CBA as the Pitman schedule on a trial basis.
- Custody officers working night shift will continue to work a 3 on 3 off schedule.
- The schedule for both shifts will be four-month rotations during the trial period.
- The length of each shift shall be 12 hours.
- The Pitman schedule will be for an eight-month trial ending on December 31st, 2020.
- The schedule may become permanent based on the consideration of a custody vote in October 2020 prior to trial termination and with the approval of the Chief of Police. The Chief of Police reserves the right to move dayshift back to 3 on 3 off after the trial period.
- Shift assignments for the remainder of 2020 shall be as follows:

  Personnel will remain on their current shifts through 2020 with currently scheduled dayshift personnel switching to the trial Pitman schedule on May 1st, 2020. A rotation after four months will commence on September 1st, 2020 to fill out the eight-month trial period.

- Shift bid for 2021 shall be as follows:

  Should the Chief of Police approve the Pitman schedule moving forward into 2021 a new bid for shifts will be completed in November 2020 in comportment with current CBA language contained in 2.1.1. Shift rotation with Pitman days and 3 on 3 off nights will be for six-month rotations moving forward in 2021.

If it is determined by the Chief of Police that dayshift will revert back to the current 3 on 3 off schedule a shift bid will be completed in November to comport with current CBA language contained in 2.1.1.

- Any overtime hours accrued due to transitioning back to the current CBA schedule, days 3 on 3 off, on January 1st, 2021 shall be paid at the regular rate of pay.

Date: 1-24-2020

Tom J. Davis

Chief of Police

Date: 1.24.2020

Rodney Cohnheim

Deputy Chief of Police

Date: 1.24.20

Mark Brinkman

President Lynnwood Police Guild

MEMORANDUM OF UNDERSTANDING

By and between the

LYNNWOOD POLICE GUILD

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

CITY OF LYNNWOOD

This Memorandum of Understanding ("MOU") is entered into by and between the City of Lynnwood ("City") and the Lynnwood Police Guild representing the Police Officer, Sergeants, and Support Services bargaining units ("Guild").

WHEREAS, the City has adopted a policy to implement the Families First Coronavirus Response Act ("FFCRA"); and

WHEREAS, the City has decided not to exclude Guild members from FFCRA leave.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions set forth herein, it is voluntarily agreed by and between the City and the Guild as follows:

1. FFCRA leave for Guild members shall be administered consistent with federal law and the City of Lynnwood's Families First Coronavirus Response Act Emergency Policy ("Policy"). Consistent with the terms of the Policy:
    a. Guild members are permitted to supplement FFCRA partial paid leave benefits with their own accrued paid leave to maintain their regular rate while on an FFCRA absence of up to 14 calendar days; and
    b. Emergency Paid Sick Leave can be used when an employee is unable to work or telework because the employee has been advised by a health care provider or employer to self-quarantine due to concerns related to COVID-19.

2. This MOU is effective when signed by both parties and expires on December 31, 2020. This MOU does not establish a past practice and may not be cited or used by either party as precedent in any future dispute.

Thomas Davis Jr
Tom Davis, Chief of Police

4/21/2020
Date

Mark Brinkman, President
Lynnwood Police Guild

4.17.20
Date