

AGREEMENT
by and between
CITY OF LAKE STEVENS, WASHINGTON
and
THE LAKE STEVENS POLICE GUILD
(Representing the Law Enforcement Employees)
January 1, 2015 through December 31, 2017

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

ARTICLE I
RECOGNITION, GUILD MEMBERSHIP, AND PAYROLL DEDUCTION

1.1 **Recognition.** Fully-commissioned bargaining Unit. The Employer recognizes the Guild as the exclusive bargaining representative for all fully-commissioned employees working for the Lake Stevens Police Department, excluding the command staff (above the rank of sergeant), confidential employees, police reserves, and/or other employees of the Employer.

1.1.1 Limited/Non-Commissioned Bargaining Unit. The Employer recognizes the Guild as the exclusive bargaining representative for all non-commissioned and limited-commissioned employees working for the Lake Stevens Police Department, excluding the confidential employees, police reserves, and/or other employees of the Employer.

1.2 **Guild Membership.** It shall be a condition of employment that all employees covered by this Agreement who are members of the Guild in good standing on or after the effective date of this Agreement shall maintain their membership in good standing in the Guild as a condition of their continued employment. All employees covered by this Agreement shall, within thirty-one (31) days from the first date of employment, pay Guild dues as a condition of continued employment. If an employee fails to become a fair share member, the employee will be terminated upon thirty (30) days' notice to the employer by the Guild.

Pursuant to RCW 41.56.122, employees who do not wish-to become a guild member based upon bona fide religious tenets or teachings of a church or religious body of which an employee is a member shall be recognized. Such employee shall pay an amount of money equivalent to regular Guild dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fee. The employee shall furnish written proof each month that such payment has been made in a timely manner.

1.3 **Payroll Deduction.** The Employer shall make deductions for Guild dues from the wages of all employees covered by this Agreement who executes a properly written authorization to the

Employer. Such deductions shall be remitted to the Guild on a semi-monthly basis. The Guild shall defend, indemnify and hold the Employer harmless against any and all liability resulting from the dues deduction system.

ARTICLE II GUILD RIGHTS AND NON-DISCRIMINATION

2.1 No employee shall be discriminated against because of Guild membership or service on a Committee.

2.2 Pursuant to RCW 41.46.140(3), no employee shall be discriminated against who has filed an unfair labor practice charge.

ARTICLE III MANAGEMENT AND GUILD RIGHTS

3.1 **Management Rights.** All management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the Employer. It is expressly recognized that such rights, powers, and authority and functions include, but are by no means whatever limited to the full and exclusive control, management and operation of its business and its activities, business to be transacted, functions to be performed and methods pertaining thereto; the location of its offices, places of business and equipment to be utilized. and a layout thereof; the right to establish or change shift schedules of work, evaluations and standards of performance; the right to establish, change, combine or eliminate jobs, positions, job classification and descriptions; the right to establish compensation for new or changed jobs or positions the right to establish new or change existing procedures, methods, processes, facilities, machinery and equipment or make technological changes the right to maintain order and efficiency; the right to contract or subcontract any work; the right to designate the work and functions to be performed by the Employer and the places where it is to be performed; the determination of the number, size and location of its offices and other places of business or any part hereof; the right to make and enforce safety and security rules and rules of conduct; the determination of the number of employees, including but by no means whatever limited to, hiring, selecting and training of new employees, and disciplining, suspending or discharging them for just cause, scheduling, assigning, laying off, recalling, promoting, retiring, demoting, and transferring its employees.

3.1.1 The Employer and the Guild agree that the above statement of management rights shall be for illustrative purposes only and is not to be construed or interpreted so as to exclude those prerogatives not mentioned which are inherent to management, including those prerogatives granted by law. It is the intention of the Employer and the Guild that the rights, powers, authority and functions of management shall remain exclusively vested in the Employer except insofar as expressly and specifically surrendered or limited by the express provisions of this Agreement. The exercise of these rights shall not be subject to the grievance procedure of this Agreement.

3.1.2 The Employer shall provide notice of any proposed changes to department policies and/or procedures to the Guild President or his/her designee at least thirty (30) calendar days prior to the intended implementation date. If an emergency situation prohibits notification of the Guild at least four (4) weeks prior to the intended implementation date, the Guild shall be notified as soon as possible. For the purposes of this section only, an emergency is defined as the passage of any local, state, or federal law that pertains to the policies and procedures of the Employer that require immediate modification. The emergency clause defined in this section would also apply to any court decisions that would require immediate modification of the policies and procedures of the Employer.

3.2 **Executive Board Time-Off.** Up to two (2) Guild Members will be granted paid time off from duty while engaged in collective bargaining. For other matters, such as handling grievances, Weingarten and Loudermill proceedings, one (1) Executive Board Member (Guild Representative) will be granted time with pay, regardless of whether the representative is scheduled to work, to represent the Guild or Guild member.

3.3 **Bulletin Boards.** The Employer shall provide suitable space for a Guild bulletin board on its premises. Postings by the Guild on such board shall be confined to official business of the Guild.

3.4 **Personnel Files.** An employee shall be allowed to inspect his/her personnel file with the exception of materials that are exempt from disclosure pursuant to Washington law and may obtain a copy of such file at any reasonable time. The employee may request removal of material which he/she believes erroneous or irrelevant. This request will be reviewed by the Chief of Police, in consultation with the Human Resources Department. If the employee does not agree with the City's decision, he/she may prepare a statement of dissent which will be placed in the file.

Employees may request that written reprimands be expunged from personnel files after a minimum period of three (3) years if there is no reoccurrence of similar misconduct for which the employee was disciplined during that period. Requests for expungement of disciplinary references in personnel files, pursuant to this section, shall not be unreasonably denied. Nothing in this section shall be construed as requiring the City to destroy any employment records necessary to the City's case if it is engaged in litigation, or faces potential litigation, in any way related to that employee's employment at the time those records would otherwise be destroyed.

3.5 **Personnel Actions.** The Employer shall provide the Guild President or his/her designee with copies of all personnel actions within five (5) business days after issuance. As used in this section, "personnel actions" shall be defined as all written notices of actual disciplinary actions, notices of intent to take disciplinary actions, transfer notices, and termination notices.

ARTICLE IV NO STRIKE PROVISION

4.1 The Employer and the Guild recognize that the public interest requires the efficient and uninterrupted performance of all the Employer's services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement the Guild shall not cause or condone any work stoppage, strike, slowdown or other interference with Employer functions by employees under this Agreement, and should same occur, the Guild shall take all steps to end such interference. Employees who engage in any of the previously mentioned actions may be subject to disciplinary action up to and including discharge. The Employer shall not lockout any employee during the life of this agreement. Any claim by the Employer that the Guild has violated this Article shall not be subject to the grievance procedure of this Agreement and the Employer shall have the right to submit such claim to the courts.

ARTICLE V PROBATION PERIOD, SENIORITY, LAYOFF AND RECALL

5.1 **Probation Period.** The probationary period for new non-commissioned or promoted Police Department employees will be six (6) months commencing from their date of hire or promotion. A probationary period for a Lateral Police Officer shall be twelve (12) months commencing from their date

of hire as a permanent employee with the City. The probationary period for an Entry Level Police Officer shall be eighteen (18) months commencing from their date of hire as a permanent employee with the City. Occasionally, Entry Level Police Officers are hired and scheduled to work several months prior to attending the Washington State Basic Law Enforcement Academy. Time worked prior to attending the Washington State Basic Law Enforcement Academy should be time used to evaluate an Entry Level Police Officer. During this period such employees shall be evaluated by the Employer and may be disciplined or terminated with or without cause at the sole discretion of the Employer. Discipline or termination during the probation period shall not be subject to the grievance procedure. After the probationary period, all discipline must be for just cause.

5.2 **Seniority.** An employee's seniority shall be defined as that period from the employee's most recent first day of compensated work within the bargaining unit.

5.3 **Layoff.** The employee with the least classification seniority within his or her job classification will be laid off. All employees subject to layoff shall be given thirty (30) calendar days notice of layoff or pay in lieu thereof. Employees subject to layoff may be allowed to bump the least senior employee in a different classification upon showing that the employee is capable of satisfactorily performing the duties of the position within sixty (60) days and has greater seniority than the least senior employee in that classification.

5.4 **Recall.** Laid off employees shall be recalled by seniority provided that the employee is qualified for the position vacancy. The last employee laid off within a classification shall be the first to be recalled, if qualified. A recall list shall be maintained for at least twenty-four (24) months after the layoff occurs.

ARTICLE VI EMPLOYEE RIGHTS

6.1 **Police Employee Rights in Discipline.** It is agreed that the Employer has the right to discipline, suspend, or discharge any employee for just cause. Examples of off-duty conduct that may be subject to discipline include: 1) the off-duty misconduct materially effects the Employer's business operation; or 2) the conduct is inconsistent with the office that the police employee holds.

6.1.1 In an effort to ensure that investigations are conducted in a manner which is conducive to good order and discipline, bargaining unit employees shall be entitled to the following protections which shall hereafter be termed as the "Police Employees' Rights in Discipline". Every employee who becomes the subject of an internal investigation shall be afforded the rights contained in the rest of this Section. This Section shall not apply to routine supervisory inquiries.

6.1.2 Every employee who becomes the subject of a formal internal investigation shall be advised at the time of their interview that he/she is accused of:

- a) Committing a criminal offense; and/or
- b) Conduct that would be grounds for termination, suspension, or other disciplinary actions.
- c) Of their right to Guild representation

6.1.3 Any employee who becomes the subject of a criminal investigation shall, prior to their interview, be notified that he/she is the subject of a criminal investigation and, further, that he/she is under no obligation to answer any questions or to remain in an interview setting involuntarily, except as provided herein. So long as the matter remains a criminal investigation, the remainder of this article shall not apply until or unless the Department determines to compel the subject employee to answer questions. A criminal investigation as used herein shall be interpreted as any investigation which could result in the filing of a criminal charge against the employee. In any non-criminal investigation, the balance of this article shall apply.

6.1.4 Any interview shall take place at the Lake Stevens Police Department, except when impractical. The employee shall be advised of his/her right to and be allowed Guild representation to the extent required by law. If the employee is a suspect, they shall be given a general overview of the factual allegations in writing before the interview commences

6.1.5 The interview of any employee shall be at a reasonable hour, when the employee is on duty, unless the exigency of the interview dictates otherwise. If the employee is suspected of misconduct, the interview generally shall be conducted in person, except that for limited follow-up questions or where there are other unusual situations, questioning may be telephonic so long as a Guild representative is given the opportunity to participate in the call.

6.1.6 The employee or Employer may request that an internal investigation interview be digitally recorded. There can be no "off the record" questions. Upon request, the employee under internal investigation shall be provided an exact copy of any written statement he/she has signed or of a verbatim transcript of any interview if one is created.

6.1.7 Interviewing shall be completed within a reasonable time and, in all internal investigation interviews, the employee shall be afforded such intermissions as he/she shall reasonably request for personal necessities, meals, telephone calls and rest periods.

6.1.8 All interviewing shall be limited in scope to activities, circumstances, or events which pertain to an employee's conduct or fitness to hold office.

6.1.9 No employee shall be required to submit to a polygraph test, nor will employees be required to answer questions without a direct order to do so.

6.1.10 Internal Investigation Files - Employees and/or their Guild Representative (if representing the employee) shall have access to complete copies of completed Internal Investigation files at any reasonable time once a Loudermill hearing has been scheduled, or after discipline has been imposed if no Loudermill hearing is held. Internal investigation files that do not result in an adverse finding shall not, in any way, be notated in that employee's personnel file.

6.1.11 Administrative investigations must be completed within 180 days of the matter coming to the attention of the Department (Police Lieutenant or above). In the event the Office of the Chief believes an extension beyond 180 days is necessary, and the City can show that it has acted with due diligence and the investigation could not be reasonably be completed due to factors beyond the control of the City (including, but not limited to, for example, extended illness or other unavailability of a critical witness (i.e. - the complainant, the employee being investigated), or necessary delays in the processing of forensic evidence by other agencies) the Chief must contact the Guild prior to the expiration of the 180 days and notify the Guild in writing of his/her intent to extend the time period, the reason for such extension and estimated time frame. Any notification for extension based on the unavailability of witnesses shall include a showing that the witness is expected to become available in a reasonable period of time. The period of investigation may also be extended by mutual agreement between the Guild President and the Chief.

6.1.12 The 180 day period shall be suspended when a complaint involving alleged criminal conduct is being investigated by law enforcement, reviewed by a prosecuting authority, or is being prosecuted at the city, state or federal level.

6.1.13 Compliance with this provision is required if findings are to be entered or discipline is to be imposed. Issuance of a Loudermill notice of intent to discipline will constitute conclusion of the administrative investigation for purposes of this section.

ARTICLE VII HOURS OF WORK

7.1 **Hours of Work.** The work schedule for regular full-time employees shall, at the discretion of the Employer, be any combination of no less than eight (8) hour, or more than twelve (12) hour shifts. The Employer shall not change the shift configuration (i.e., 2-12 hour & 1-10 hour shift) for full-time police officers and sergeants other than when the annual bid cycle takes place, unless agreed to by the Guild.

7.2 **Annual Bid Cycle.** The Employer, in accordance with Section 6.1 of this Agreement, will normally put forth an annual shift schedule for the upcoming year by November 15th of each year. The bid for shifts and days off will normally take place on the first business day of December of each year. The results of the shift bid shall be posted by the Employer as soon as practical, but no later than December 15th of each year. The new schedule will normally take effect on January 1st of the following year. Seniority shall be the prime factor in the selection of shifts and days off. Special circumstances may necessitate a variance from this procedure. If this occurs, the change will not take place unless it is for the efficient and effective operation of the department. The Employer will discuss any proposed change with the Guild prior to the implementation of such change. Lateral employees are eligible to bid for a shift and days off at the next annual bid cycle only after successful completion of the field training program. Entry-level employees are eligible to bid for a shift and days off at the next annual bid cycle only after ninety (90) days of successful completion of a field training program.

7.2.1 The Employer shall provide a shift schedule and, when time off is approved, assure that alternate employees are scheduled to cover for authorized leaves.

7.3 **Non-Emergency Work Schedule Changes.** The Employer shall have the right to change the work schedule for individual employees covered by this Agreement during non-emergency conditions, provided the change is necessary for the effective and efficient operation of the department. If such a change is proposed, thirty (30) days prior written notice shall be given to the Guild President or his/her designee and the affected employee(s). The change shall be effective for not less than six (6) months (or until the next bid cycle) and no more than one (1) work schedule change will occur per employee in any calendar year. If special circumstances arise that calls for the immediate change of an employee's schedule, the Employer will consult with the Guild president or his/her designee prior to the implementation of any changes. At no time will schedule changes be used as a form of discipline without just cause.

7.4 **Emergency Work Schedule Changes.** The Employer shall have the right to change the normal work schedule for individual employees during emergency conditions. If such a change is implemented, a minimum of four (4) days' notice to the Guild and the employee is required prior to the implementation of such change. Emergency conditions shall be defined as situations in which the Employer is unable to fulfill present scheduling commitments and basic law enforcement responsibilities without interrupting the present regular schedule. Emergency conditions shall not formally include holidays, vacations, training sessions, school classes or functions. The emergency work schedule change can remain in effect until the emergency no longer exists.

7.5 **Meal and Rest Periods.** A workday shift for regular full-time police officers shall include a paid sixty (60) minute meal period established by the Police Chief. All employees shall receive one (1) fifteen (15) minute paid rest period for each four (4) continuous hours worked in each day's work schedule. All other police employees shall receive an unpaid thirty (30) to sixty (60) minute meal period established by the Police Chief.

ARTICLE VIII OVERTIME

8.1 **Overtime.** All work performed by an employee which has been authorized by the Employer in excess of the regularly scheduled shift for regular full-time employees shall be paid at one and one-half (1½) times the employee's regular straight time hourly rate of pay. An employee's overtime that is joined before or after his/her regular shift shall be considered a shift extension and not callback time.

8.2 The parties have adopted a twenty-four (24) day Section 7(k) work period under the Fair Labor Standards Act for all police officers in the bargaining unit working the current shift (2-12 hour & 1-10 hour shift). If shift schedules change to a seven (7) day rotation, a twenty-eight (28) day Section 7(k) work period will be adopted.

8.3 Overtime shall be paid in increments of fifteen (15) minutes with the major portion of fifteen (15) minutes being paid as fifteen (15) minutes.

8.4 **Compensatory time.** Compensatory time off at a rate of one and one-half comp hours for every one hour of additional work may, at the option of the employee, be requested in lieu of overtime pay. Such compensatory time off shall be scheduled with the approval of the Employee's department head provided that there is not an undue disruption of the Employer's operation. Employees may only accrue up to a maximum of forty-eight (48) hours of compensatory time off; any additional time will be automatically paid to the employee.

8.5 **Training.** Travel to mandatory training and time spent in mandatory training shall be compensated. Travel to employee requested training and time spent in employee requested training shall be compensated if required by the Fair Labor Standards Act.

8.5.1 **Mandatory Training.** Overtime will be paid for mandatory training (Skills Refresher, Range Qualification, Breath Testing, Radar, and FST) or other training approved by the Chief of Police.

8.5.2 **Employee Requested Training.** Employees may accept a schedule change with no overtime. If an employee refuses to accept the schedule change with no overtime, the Employer may decline to grant the employee the requested training on that basis.

ARTICLE IX

CALLBACK, COURT TIME, AND STANDBY PAY

9.1 **Callback.** An employee who is called back to work after having left the premises shall receive callback pay of a minimum of three (3) hours at the overtime rate of pay. Part-time employees will receive a minimum of three (3) hours at his/her regular straight-time hourly rate of pay or overtime, if applicable.

9.2 **Court Appearances.** Off-duty appearances of regular full-time police officers in any Court or other hearing, done at the specific request of the Employer, shall be compensated at the employee's straight-time hourly rate of pay, or overtime hourly rate of pay, if applicable, for a minimum of three (3) hours. The employee shall reimburse the Employer for any subpoena or witness fees received. The Employer will provide notice of cancellation of court appearances in Marysville Municipal Court by close of business the day prior to the scheduled appearance. Officers will personally coordinate with Snohomish County Prosecutor's Office for Snohomish County Superior Court appearances.

9.3 **Extra-Duty Employment.** Extra-duty employment is defined as those in which another separate employer requests to employ a represented employee of the police department. Duties performed by the employee will be those related to their normal job function or areas in which they have training and are capable of performing. Duties that are not a normal job function will be approved by a supervisor prior to authorizing the extra-duty assignment.

Equitable opportunity for employees to participate in extra-duty employment will be managed by a supervisor. Employees volunteering for extra-duty employment will receive their overtime rate per hour for however long the assignment lasts. Employees engaged in extra-duty assignments are considered employees of the Lake Stevens Police Department and will wear the required uniform, arms and equipment. Use of City vehicles requires approval by the Chief of Police. Employees performing extra-duty assignments are subject to department policies and regulations.

9.4 **Field Training Program Pay.** A Field Training Officer will receive three percent (3%) above his/her base rate of pay during the period of such assignment. When a Field Training Officer is training a reserve police officer that has not yet completed the Field Training Program, the Field Training Officer will receive three percent (3%) above his/her base rate of pay during the period of such assignment.

9.5 **Specialty Premium Pay.** Employees working in the following specialties shall receive a specialty premium of three percent (3%) above his/her base rate of pay.

Detectives

School Resource Officer *

Records/Evidence Custodian

*All School Resource Officers shall receive specialty premium pay only during the school year (September – June) as long as the Employer assigns the School Resource Officer to a similar shift during the months of July and August (dayshift). If the Employer schedules the School Resource Officer to a dissimilar shift (swingshift or nightshift), then the School Resource Officer shall continue to receive the specialty premium pay during the months of July and August. The Employer shall notify each School Resource Officer of any schedule change pursuant to this section at least thirty (30) days in advance of the change. The Employer shall not be required to adhere to Section 7.3 of this Agreement for the limited scope of this section only.

9.5.1 Employees are limited to a maximum of two specialty premium pays, i.e. six percent (6%).

9.6 **Specialty Assignments.** After serving for three (3) years in a specialty assignment, an employee may be reassigned by the Employer without cause. The Employer shall provide at least a thirty (30) day written notice to the affected employee and the Guild prior to implementing the change. After serving for three (3) years in a specialty assignment, an employee may withdraw from a specialty assignment after providing at least a thirty (30) day written notice to the Employer. Special circumstances may necessitate a change earlier than three (3) years. If this occurs, the change will not occur unless it is for the efficient and effective operation of the department. The Employer will discuss any proposed change with the Guild prior to the implementation of such change.

ARTICLE X

WAGES

Employees covered by this Agreement shall receive the rates of pay as set forth in Appendix A to this Agreement which by this reference shall be incorporated herein as set forth therein.

ARTICLE XI

HOLIDAYS

11.1 The following days are recognized as holidays:

New Year's Day	January 1 st (or legally recognized holiday)
Martin Luther King, Jr.'s Birthday	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4 th (or legally recognized holiday)
Labor Day	First Monday of September
Veteran's Day	November 11 th (or legally recognized holiday)
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving Day	
Christmas Day	December 25 th (or legally recognized holiday)
Two (2) "Floating Holidays"	

11.2 Records employees shall receive the above-referenced holidays off with regular pay. If Records employees work on one of these holidays, they shall receive one and one-half (1½) times their regular straight-time hourly rate of pay in addition to their regular straight-time hour rate of pay for all holiday hours actually worked.

11.3 New employees shall be eligible to observe their floating holiday based on six (6) completed months of continuous employment in their first calendar year of employment. Employees shall take their floating holiday upon mutual approval with their Department Head.

11.4 Holidays as such shall not be recognized in police service for the Employer. Sergeants and police officers shall receive ninety-six (96) hours off in lieu of additional holiday benefits. All holiday hours pursuant to this section shall be posted (and available for use) on January 1st of each year. If an employee separates from service with the Employer prior to the end of the year, the Employer shall pay the employee the equivalent of eight (8) hours per month from January 1st until separation for unused holiday hours. If the employee has used more than the equivalent of eight (8) hours per month prior to separation, the Employer shall withhold an amount equal to the used, but unearned holiday hours from the employee's final paycheck. The amount shall be based on the employee's final rate of pay.

11.4.1 At the employee's request, up to forty-eight (48) of earned, but not used, holiday hours may be cashed out on the July 1st paycheck. All requests for a July 1st cash out must be submitted on or before June 15th. Further, any remaining holiday hours not scheduled to be used by November 15th, will be

cashed out on the December 1st paycheck. Pay will be at the employee's straight-time hourly rate of pay in effect as of the date of the paycheck just prior to the payout date (i.e., June 15th or November 15th.)

11.5 Part-time employees shall receive holidays on a pro-rated basis.

**ARTICLE XII
VACATIONS**

12.1 Employees shall receive vacations with pay in accordance with the following schedule:

Months of Continuous Employment	Annual	Monthly
01 through 12	80 hours	6.67 hours
13 through 36	88 hours	7.33 hours
37 through 60	104 hours	8.66 hours
61 through 120	128 hours	10.66 hours
121 through 180	152 hours	12.66 hours
181 through 240	184 hours	15.33 hours
241+	200 hours	16.66 hours

12.2 Vacation periods shall be selected first by rank and then by seniority within rank. Vacation requests shall be made by March 1st by seniority for proper scheduling. After the March 1st date, any requests shall be subject to availability. All vacations shall be approved or denied by the employee's Department Head within ten (10) days of submittal. Vacation requests submitted less than fourteen (14) days in advance may be denied.

12.3 Employees shall not carry over from year to year accumulated vacation in excess of two hundred-forty (240) hours. Any vacation time accumulated in excess of two hundred forty (240) hours shall be forfeited on January 1st of each year. Provided, however, employees who have approved vacation period canceled by the Employer after September 1st in any year shall be allowed to carry-over such vacation period hours for a period not to exceed six (6) months in the following year.

12.4 Full-time employees shall accrue vacation benefits based on completed months of employment. Vacation benefits shall be on a pro-rated basis for regular part-time employees. New

employees shall accrue vacation benefits from the date of employment for use following successful completion of six (6) months of service.

ARTICLE XIII PERMITTED LEAVE

13.1 **Sick Leave.** Regular full-time employees shall accumulate sick leave pay at the rate of one (1) work day (eight (8) hours) per completed calendar month of continuous service. Regular part-time employees will accrue sick leave on a pro-rated basis. Employees may accrue up to one thousand one hundred sixty-eight (1,168) hours of earned, but unused sick leave.

13.1.1 **Unused Sick Leave.** Upon honorable retirement or death, all full-time employees (or their estate) shall be compensated in cash, at their regular rate of pay, for twenty-five (25%) percent of their unused sick leave hours. up to seven-hundred-twenty (720) hours (i.e., 720 hours x 25% = 180 hours of sick leave cash out). Honorable retirement does not include “retirement in lieu of termination”.

13.2 Sick leave may be utilized for care of dependent children eighteen (18) years or younger living within the household in accordance with applicable state statutes. Earned leave of any kind may be used if the employee is needed to care for a child, spouse, parent, parent-in-law, or grandparent who has a serious health condition or emergency health situation.

13.3 **Sick Leave Donation.** Employees will be allowed to donate leave to another employee in need pursuant to City policy.

13.4 In the event of an illness or injury that qualifies for payment under State Worker's Compensation Industrial Insurance, the Employer will adhere to RCW 41.04.510 (for commissioned staff only).

13.5 Sick Leave shall not be charged against an employee on a regularly scheduled day off.

13.6 **Sick Leave Usage.** Such leave normally be granted upon application before the absence, provided, however, under certain extenuating circumstances the employee may request sick leave within reasonable time after the absence, depending on the circumstance of each case. Each employee shall use sick leave solely for the purpose of bona fide illness or injury and utilization of sick leave for any other

purpose shall be cause for disciplinary action. The Employer may require that the employee, after three (3) days of concurrent illness, furnish a physician's proof of illness. "The City will comply with all State and Federal regulations regarding the collection of sensitive medical information." "The City reserves the right to collect medical information for FMLA, fit for duty and potential disability issues."

13.7 **Bereavement Leave.** In the event of a death in the employee's "immediate family", the employee may be granted leave of absence not to exceed three (3) working days with pay. The term "immediate family" shall be defined as spouse and children of the employee and/or grandmother, grandfather, mother, father, brother, sister, father-in-law, mother-in-law, or any person residing with or legally dependent upon the employee. Employees needing to travel out of state will receive up to five (5) days (up to 40 hours) of paid bereavement leave. The Employer shall allow the employee time off at a time that is closest to the death, funeral, or memorial service for the deceased.

13.7.1 An employee may be excused by the Department Head to attend funeral services of a deceased City employee without loss of pay.

13.8 The Employer will comply with all applicable state and federal laws regarding the use of leave for illness or disability.

ARTICLE XIV HEALTH AND WELFARE INSURANCE BENEFITS

14.1 **Medical Insurance.** The Employer shall pay one hundred percent (100%) of the premium necessary for the purpose of Association of Washington Cities (AWC) Regence HealthFirst Plan for employees and ninety percent (90%) for their spouse, dependents, or qualifying same sex partners, provided however part-time employees working twenty (20) or more hours per week shall receive employee-only coverage at the Employer's expense. Dependent coverage may be purchased on an option by the part-time employee.

14.2 **Dental Insurance.** The Employer shall pay one hundred percent (100%) of the premium, necessary for the purchase of regular full-time employee and ninety percent (90%) spouse, dependent, or qualifying same sex partner's coverage under the AWC Washington Dental Service Plan A. Regular part time employees shall receive employee-only dental insurance coverage paid by the Employer.

14.3 **Vision Insurance.** The Employer shall pay one hundred percent (100%) of the premium necessary for the purchase of regular full-time, regular part-time employee and ninety percent (90%) spouse, dependent, or qualifying same sex partner coverage under the AWC Vision Service Plan Option A \$25.00 deductible plan.

14.4 **Long-Term Disability.** The Employer will maintain the existing long term disability coverage provisions.

14.5 **Life Insurance.** The Employer will maintain the existing life insurance coverage provisions.

14.6 The City reserves the right to offer additional health insurance plans beyond what is listed in this agreement. Examples might be a Group Health or Willamette Dental Plan option.

**ARTICLE XV
UNIFORMS, EQUIPMENT, AND CLOTHING ALLOWANCE**

15.1 The Employer shall provide each new police officer with the following listed uniform, weapon, handcuffs, leather goods and other equipment authorized and required.

Initial Uniform Items - Patrol

<u>Badge</u>	<u>1 each</u>
<u>Shirts – Long sleeve</u>	<u>3 each</u>
<u>Shirts- Short sleeve</u>	<u>3 each</u>
<u>Trousers</u>	<u>3 each</u>
<u>Hats</u>	<u>2 each</u>
<u>Ties</u>	<u>2 each</u>
<u>Tie Bar</u>	<u>1 each</u>
<u>Jacket (Utility)</u>	<u>1 each</u>
<u>Pepper Spray Holder</u>	<u>1 each</u>
<u>Pepper Spray</u>	<u>1 each</u>
<u>Baton Holder</u>	<u>1 each</u>

<u>Baton</u>	<u>1 each</u>
<u>Handcuffs</u>	<u>2 each</u>
<u>Handcuff Case</u>	<u>1 each: double case (2 each if single cases)</u>
<u>Holster</u>	<u>1 each</u>
<u>Magazine Holder (DBL)</u>	<u>1 each</u>
<u>Uniform Belt</u>	<u>1 each</u>
<u>Under belt</u>	<u>1 each</u>
<u>Keepers</u>	<u>4 each</u>
<u>Taser</u>	<u>1 each</u>
<u>Flashlight Holder</u>	<u>1 each</u>
<u>Flashlight</u>	<u>1 each</u>
<u>Radio</u>	<u>1 each</u>
<u>Radio Holder</u>	<u>1 each</u>
<u>Body Armor</u>	<u>1 each</u>
<u>Weapon</u>	<u>1 each</u>
<u>Taser Holder</u>	<u>1 each</u>
<u>Shoes, winter</u>	<u>1 pair</u>
<u>Shoes, summer</u>	<u>1 pair</u>
<u>Raincoat</u>	<u>1 each</u>
<u>Gloves – Leather</u>	<u>1 pair</u>
<u>Jumpsuit</u>	<u>1 each (winter or summer weight)</u>
<u>Any essential Police Academy items as determined by the City</u>	

15.1.1 **Police Uniform and Equipment Allowance.** All uniformed sergeants and police officers shall receive a uniform and equipment allowance of seven-hundred-fifty (\$750) dollars annually. The allowance will be paid on or before the February 1st paycheck of each year to each eligible employee and will not be subject to federal, state or local taxes. The uniform and equipment allowance may be used to purchase uniform items and equipment listed in Section 15.1 without further approval. Certain items will be provided directly by the Employer and the uniform and equipment allowance shall not be used (i.e., badge, duty firearm, radio, ammunition, Taser, pepper spray, ballistic vest, approved jacket, specialty gear, radio ear pieces, or other items approved by the Employer). The aforementioned items will be replaced by the Employer when needed. Any employee wishing to purchase items that are

not listed in Section 15.1 with uniform and equipment allowance funds must receive written pre-approval from the Chief of Police. Employees who purchase items with uniform and equipment allowance funds will be responsible for providing receipts for those items to the Employer by the end of the year. If the sum of the receipts is less than \$750 by December 31st, the difference between the full allowance amount and the receipt total shall be refunded to the Employer by January 15th of the following year. New items, less than 2 years old, damaged or lost in the course of duty and not due to the negligence of the employee, will be replaced by the Employer as approved by the Police Chief. For example, if an officer is involved in a fight with a subject, and damages an item purchased with the allowance, the Employer will replace the item. If, however, the officer is in a fight that damages a uniform item purchased with the allowance that is two to four years old, the Employer will replace only a percentage of the value of that item as determined by the Chief of Police. The Employer reserves the right to replace or repair the damaged item. Employees hired on or after September 1st will not be eligible for the uniform and equipment allowance in the next year. Body armor will be replaced by the Employer every five (5) years.

Only those items listed in the collective bargaining agreement (Section 15.1) as approved uniform items may be purchased with uniform allowance funds without further approval, except for the following items:

- a. Badge
- b. Jacket
- c. Pepper Spray
- d. Taser
- e. Duty Firearm
- f. Body Armor
- g. Radio

The above listed items will be replaced by the Employer when needed or in accordance with this section.

15.1.2 Detective Clothing Allowance. All sergeants and police officers assigned to a non-uniformed position shall receive seven hundred fifty dollars (\$750) of taxable income upon assignment and annually thereafter. The allowance will be paid to all eligible employees within thirty (30) days of assignment and then annually on or before the February 1st paycheck. The allowance may be used to purchase non-uniform clothing items to wear in the performance of their normal duties. All police-related equipment and uniform items, which are approved by the Police Chief, will be provided by the Employer. Employees who purchase items with clothing allowance funds will not be required to provide receipts for

those items to the Employer. Clothing items, less than 2 years old, which are damaged in the course of duty and not due to the negligence of the employee, will be replaced by the Employer as approved by the Police Chief. For example, if a detective is involved in a fight with a subject, and damages an item purchased with the allowance, the Employer will replace the item. If, however, the detective is in a fight that damages an item purchased with the allowance that is two to four years old, the Employer will replace only a percentage of the value of that item as determined by the Chief of Police. Employees assigned on or after September 1st will not be eligible for the clothing allowance in the next year. The Employer and the Guild will meet within three (3) months of the ratification of this Agreement to create a list of uniform and equipment items that will be issued to sergeants and police officers who are assigned to non-uniformed positions.

15.2 The Employer shall provide for each Records Clerk the following listed uniform and equipment authorized and required. The Employer shall retain the right to modify the Records Clerk uniform item list.

Uniform List - Records Clerk

<u>Badge</u>	<u>1 each</u>
<u>Shirts – long sleeve</u>	<u>1 each</u>
<u>Shirts – short sleeve</u>	<u>1 each</u>
<u>Pants</u>	<u>3 each</u>
<u>Belt</u>	<u>1 each</u>
<u>Shoes</u>	<u>1 pair</u>
<u>Collar Brass</u>	<u>1 pair</u>
<u>Name Badge</u>	<u>1 each</u>
<u>Jacket</u>	<u>1 each</u>
<u>Polo Shirt</u>	<u>3 each</u>
<u>Sweater or Fleece</u>	<u>1 each</u>

15.3 The Employer shall provide uniform cleaning service for all uniformed employees at a cleaners designated by the Employer. Detectives shall receive cleaning services for up to sixteen (16) clothing items per month. If a detective needs additional clothing items cleaned during the month, the Police Chief must pre-approve the request.

15.4 The Employer will requisition, upon inspection and approval of the Police Chief, the replacement of damaged or worn uniform items for Records personnel.

15.5 Use of Uniforms & Equipment. All uniforms and equipment items issued by the Employer, or purchased using the uniform and equipment allowance funds outlined in Section 15.1, shall remain the property of the Employer. Also, all uniform and equipment items issued or purchased by the Employer under Section 15.1 shall remain the property of the Employer. Employees shall not use uniforms or equipment purchased or issued by the Employer, or purchased with uniform and equipment allowance funds, for anything other than the official business of the Employer.

ARTICLE XVI MISCELLANEOUS

16.1 The employer shall furnish each employee of the bargaining unit a copy of the current Employer's personnel policies and procedures. Uniform Police Department employees shall also be provided with a copy of the Civil Service Commission Rules.

16.2 The Employer maintains a Personnel Manual which contains information, policies and procedures important to the employees covered by this Agreement. The Personnel Manual is amended from time to time. Employees covered by this Agreement shall comply with all provisions of the Lake Stevens Personnel Manual except those where members of the bargaining unit are specifically exempted. Where there is a conflict between the Personnel Manual and this Agreement, this Agreement shall govern. Any changes in work rules applicable to employees in this bargaining unit shall be negotiated between the Employer and the Guild.

16.3 For purposes of employee benefits a regular part-time employee is defined as an employee working a regular schedule of twenty (20) hours per week or more.

16.4 Employees shall continue to have the opportunity to participate in the State of Washington's Deferred Compensation Plan, or any alternative plan approved by the Employer; provided the Employer does not experience any additional costs or time in administering the plan.

16.5 Temporary Light Duty Assignment. The Employer may establish a temporary modified duty assignment that is outside the normal duties of the employee while that employee has a

temporary condition that precludes them from fulfilling their normal duties. The availability, duration and duties of this assignment shall be at the discretion of the Employer. The Employer may use a combination of salary and Worker's Compensation benefits to pay the employee. Probationary employees who are assigned to a temporary modified duty assignment shall have their probation extended by a period of time equal to the employee's assignment to modified duty.

ARTICLE XVII GRIEVANCE PROCEDURE

17.1 "Grievance" shall be defined as an alleged violation of the express terms and conditions of this Agreement. If any such grievance arises it shall be submitted to the grievance procedure outline herein. An appeal on any matter under the jurisdiction of the Civil Service Commission and the grievance procedure of this Agreement may be filed in either forum, but not both.

17.2 The Employer and the Guild are in agreement that there are two types of grievances; disciplinary and non-disciplinary.

17.2.1 **Disciplinary Grievance.** Each disciplinary grievance shall commence at the level at which the discipline was handed down. For example, if the Chief of Police disciplined an employee covered by this collective bargaining agreement, the filed grievance would start at Step 2 outlined below. If the Mayor disciplines an employee covered by this collective bargaining agreement, the filed grievance would start at Step 3 outlined below.

17.2.2 **Non-Disciplinary Grievance.** Each non-disciplinary grievance shall commence at Step 1 outlined below.

17.3 **Step 1** - An employee shall attempt to resolve an alleged grievance informally with the employee's supervisor. Informal grievances shall be submitted in writing.

17.4 **Step 2** - If the matter is not resolved informally, the employee and/or the Guild may present the grievance in writing, stating that the Agreement provision allegedly violated the facts of the matter and the remedy sought within thirty (30) calendar days of its alleged occurrence to the Police Chief or his/her designee. This time frame shall be extended in the event the employee is on scheduled vacation leave. The

Police Chief or his/her designee shall attempt to resolve the grievance within thirty (30) calendar days after it is formally submitted.

17.5 **Step 3** - If the employee is not satisfied with the solution by the Police Chief or his/her designee, the grievance, in writing, together with all other materials may be presented within thirty (30) calendar days to the Mayor or his/her designee by the employee and/or the Guild. The Mayor or his/her designee shall attempt to resolve the grievance within thirty (30) calendar days after it has been formally submitted.

17.6 If the Guild is not satisfied with the solution by the Mayor or his/her designee, the grievance may be submitted to mediation through the Public Employment Relations Commission (PERC) within thirty (30) calendar days, if the Guild and the Employer agree to the use of mediation.

17.7 If the grievance is not resolved by the Mayor or his/her designee to the satisfaction of the Guild, or if the matter has not been resolved through mediation, the grievance may be appealed to arbitration within thirty (30) calendar days of the later of the Mayor's response or conclusion of mediation. The Employer and the Guild shall attempt to select an arbitrator within fourteen (14) days after receipt by the Employer of a written request for arbitration by the Guild. In the event that the Employer and the Guild cannot agree on the selection of an arbitrator, the parties shall request that the Federal Mediation and Conciliation Service provide a list of seven (7) arbitrators. Each party shall alternately strike a name off the list of the eligible arbitrators. The remaining person shall be selected as the arbitrator.

17.8 It shall be the function of the arbitrator to hold a hearing at which the parties may submit their cases concerning the grievance. The arbitrator shall render a decision based upon the interpretation and application of the provisions of this Agreement within a reasonable time after conclusion of the hearing. However, the arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change, or modify the terms of this Agreement.

17.9 The decision of the arbitrator shall be final and binding upon the parties to the grievance provided the decision does not add to, subtract from, or alter, change, or modify the terms of this Agreement. In the event that the arbitrator's decision violates this provision, it shall be appealable to Snohomish County Superior Court.

17.10 The expense of the arbitrator shall be borne equally between the parties. The cost of any hearing room shall be borne equally by the Employer and the Guild. Each party hereto shall pay the expenses of their own representatives.

ARTICLE XVIII
SAVINGS CLAUSE

18.1 It is the intention of the parties hereto to comply with all applicable laws and they believe that each and every part to this Agreement is lawful. All provisions of this Agreement shall be complied with unless any of such provision shall be declared invalid or inoperative by a Court of Final Jurisdiction.

18.2 Should any provision of this Agreement and/or any attachments hereto be held invalid by operation of law or by any tribunal or competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal, the remainder of this Agreement and/or any attachments hereto shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provisions and/or any attachment hereto.

18.3 The parties acknowledge that during the negotiation resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of bargaining and that the understandings and agreements arrived by the parties after exercise of that right and opportunity are set forth in this Agreement. The Guild and the Employer each voluntarily and unqualifiedly waive the right and each agrees the other shall not be obligated to bargain collectively with respect to any subject or matter negotiated into the Agreement or dropped during the course of negotiations. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all inclusive. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its terms subject only to a desire by both parties to mutually agree to amend or supplement at any time period.

**ARTICLE XIX
DURATION**

19.1 This Agreement shall be effective January 1st, 2015, and shall remain in full force and effect through December 31st, 2017, unless otherwise provided for herein and shall remain in effect during the course of negotiations of a new Agreement.

19.2 Within nine (9) months prior to the termination date of this Agreement, the Guild and/or the Employer shall have the right to open this Agreement for the purpose of renegotiating changes in the Agreement.

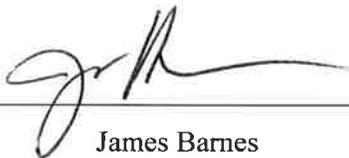
Dated: 1/28/15

Dated: 2/3/2015

CITY OF LAKE STEVENS

LAKE STEVENS POLICE GUILD

By: 

By: 

Vern Little

James Barnes

Mayor of Lake Stevens

Lake Stevens Police Guild President

APPENDIX A

To the AGREEMENT by and between CITY OF LAKE STEVENS, WASHINGTON and the LAKE STEVENS POLICE GUILD, January 1st, 2015 through December 31st, 2017:

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

A.1 Effective January 1st, 2015, the classifications of work and monthly rates of pay for classifications covered by the Agreement for all employees on the payroll at date of contract execution shall be as follows:

Classification	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Police Sergeant	\$6,575	\$6,744	\$6,921	\$7,101	\$7,285	\$7,475	\$7,667
Police Officer	\$5,000	\$5,192	\$5,389	\$5,592	\$5,804	\$6,026	\$6,263
Records Clerk	\$3,536	\$3,677	\$3,824	\$3,977	\$4,137	\$4,302	\$4,478

The above salary grid reflects an increase from 2014 e of two percent (2%) cost-of-living adjustment and one and one-half percent (1.5%) market adjustment for sergeants, an increase of two percent (2%) cost-of-living adjustment and two percent (2%) market adjustment from the previous contract for police officers, and an increase of one percent (1%) cost-of-living adjustment for records clerks.

A.1.1 Effective, January 1st, 2016, the rates of pay set forth within Section A.1 will be increased by two percent (2%) cost-of-living adjustment and one and one-half percent (1.5%) market adjustment for sergeants, two percent (2%) cost-of-living adjustment and two percent (2%) market adjustment for police officers, and one percent (1%) cost-of-living adjustment for records clerks.

Classification	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Police Sergeant	\$6,805	\$6,980	\$7,163	\$7,350	\$7,540	\$7,736	\$7,936
Police Officer	\$5,200	\$5,399	\$5,605	\$5,816	\$6,036	\$6,267	\$6,513
Records Clerk	\$3,571	\$3,714	\$3,862	\$4,017	\$4,178	\$4,345	\$4,523

A.1.2 Effective January 1st, 2017, the rates of pay set forth within Section A.1.1 will be increased by ninety percent (90%) of CPI-W (Seattle/Tacoma/Bremerton – June to June) for the prior year. The minimum increase shall be no less than one and one-half percent (1.5%) and no greater than three percent (3%).

A.2 The rates of pay set forth within Section A.1 are for full-time employees. A part-time employee shall receive a pro-rated wage based on the number of hours worked in relationship to a full-time employee.

A.3 STEP A through G are all twelve (12) months in duration. An employee shall advance from one STEP to the next STEP upon completion of the required months of service.

A.4 The Employer may assign a new employee at any monthly pay range set forth within Section A.1 at the sole discretion of the Employer.

A.5 **Longevity Pay.** All full-time, fully-commissioned employees shall receive longevity pay in accordance with the following schedule.

Period of Service	Total Longevity Pay (Not Cumulative)
After 5 years	1% above the pay they would otherwise receive in A.1
After 10 years	2.25% above the pay they would otherwise receive in A.1
After 15 years	4% above the pay they would otherwise receive in A.1
After 20 years	4.75% above the pay they would otherwise receive in A.1

A.6 Education Pay. All full-time, fully-commissioned employees shall receive education pay in accordance with the following schedule.

Degree	Incentive Pay
Associate's Degree	2% above the pay they would otherwise receive in A.1
Bachelor's Degree	4% above the pay they would otherwise receive in A.1

Advanced education degrees must be earned at an accredited college or university. A copy of the degree must be presented to the Employer prior to receiving any education pay. The Employer shall pay the employee the higher of either longevity pay or education pay, but not both.

A.7 Out of Classification Pay. When an employee is assigned by the Employer to a position that is at a pay level above his/her normal job classification, he/she shall receive the hourly wage minimum equivalent of five percent (5%) more than his/her current pay for each full shift that is worked at the higher job classification.