

AGREEMENT

by and between

CITY OF LAKE STEVENS, WASHINGTON

and

THE LAKE STEVENS POLICE GUILD

(Representing the Law Enforcement Employees)

January 1, 2024 through December 31, 2026

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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.

1.2 **Payroll Deduction.** The Employer shall make deductions for Guild initiation fees, dues, or other fees from the wages of all employees covered by this Agreement who executes a properly written authorization to the Employer demonstrating the employee has affirmatively consented to the deduction of such dues/fees. Such deductions shall be remitted to the Guild on a semi-monthly basis. The Employer will stop deducting such dues/fees from employees who revoke consent, in writing, to the Guild; the Guild will promptly provide the Employer a copy of the written revocation. The Guild shall defend, indemnify and hold the Employer harmless against all liability resulting from the dues deduction system.

1.3 **New Hire Orientation with Guild.** The Employer shall notify the Guild of all new officers hired into the bargaining unit. The Guild will then be provided thirty (30) minutes during the employee's regular working hours for purposes of presenting information about the bargaining unit and Guild membership. This shall generally occur within the first two (2) weeks of the employee's date of hire, but in no instance later than ninety (90) calendar days. Employees have the option to attend or not attend the orientation.

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 41.56.140(3), no employee shall be discriminated against who has filed an unfair labor practice charge.

2.3 Wherever words denoting specific gender are used in this agreement, they are intended and shall be construed as being gender neutral.

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 their 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) Commissioned 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.

With management approval, up to two (2) Commissioned Guild Members will be granted three (3) working days off paid by the Employer per year for the purpose to attend Guild-related conferences or trainings. The time off must be requested in advance and the Employer must be able to properly staff the employee's job duties during the time-off period.

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 their personnel file except for materials that are exempt from disclosure pursuant to Washington law and may obtain a copy of such file at any reasonable time. Unless otherwise provided in this section, all peace officer records will be maintained in accordance with RCW 40.14.070; however, journal entries, coaching and counseling will not be used for any disciplinary purpose after a period of twelve (12) months from the occurrence(s).

Any imposed discipline will not be used or relied upon as a basis for progressive discipline after a period of five (5) years from the occurrence(s) unless the Employee's personnel record indicates a pattern of

similar types of misconduct, in which case, all such records may be used or relied upon as a basis for progressive discipline for an additional period of two (2) years from the occurrence(s). After the additional two (2) years has elapsed, the Employer may not use or rely upon the disciplinary record as a basis for progressive discipline.

Unfounded or exonerated allegations of harassment and/or discrimination will not be used for disciplinary purposes but must be maintained in accordance with RCW 40.14.070. All sustained and not sustained harassment and/or discrimination allegations may be considered for disciplinary purpose and maintained in accordance with RCW 40.14.070. (Refer to definitions in LSPD policy 1012.)

3.5 Personnel Actions. The Employer shall provide the Guild President or their 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, change of assignment, and termination notices.

3.6 Pay Dates. The Employer’s payroll disbursement is referenced in the Employee Handbook, with pay dates on the 25th of the month (for pay between the 1st through 15th) and the 10th of the month (for pay between the 16th and end of the month). In the event the regular pay date falls on a Saturday, Sunday or Employer-recognized holiday, the last preceding regular workday shall be the regular pay date.

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. 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.** Employees shall be subject to a probationary period commencing on their date of hire or date of promotion, as specified in 5.1.1, 5.1.2, 5.1.3, and 5.1.4. During such period, the employee will be evaluated by the Employer and may be terminated with or without just cause at the sole discretion of the Employer. Discipline or termination during the probationary period shall not be subject to the grievance procedure. After the probationary period, all discipline must be for just cause. Probationary periods shall be as follows:

5.1.1 The probationary period for promoted Police Department employees will be twelve (12) months commencing from their date of promotion.

5.1.2 The probationary period for a Lateral Police Officer shall be twelve (12) months commencing from their date of hire.

5.1.3 The probationary period for an Entry Level Advanced Police Officer shall commence upon hire and conclude twelve (12) months thereafter or following successful completion of the Basic Law Enforcement Academy, whichever is later.

5.1.4 The probationary period for an Entry Level Police Officer shall commence upon hire and conclude twelve (12) months thereafter or following completion of Basic Law Enforcement Academy, whichever is later.

5.1.5 **Extension of Probation Periods.** The Employer may extend an employee's probation period on a day-for-day basis for any day(s) that the employee is on leave without pay, leave of absence (e.g., family and/or medical leave), or shared leave. The Employer may extend an employee's probation period for up to ninety (90) days for training deficiencies, performance issues, or misconduct. If the Employer extends an employee's probation period, the Employer will provide the reasons for the extension in writing to the employee.

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

5.3 **Layoff.** The employee with the least classification seniority within their 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 can satisfactorily perform 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, but not limited to: 1) the off-duty misconduct materially effects the Employer's business operation or reputation; or 2) the conduct is inconsistent with the position that the police employee holds.

6.1.1 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, coaching, or counseling.

6.2 **Internal Investigation Notification and Interviews.** Employees who become the subject of a formal internal investigation shall be advised at the time of their interview that they are accused of:

- a) Committing a criminal offense; and/or
- b) Conduct that would be grounds for termination, suspension, or other disciplinary actions.

6.2.1 Any employee who becomes the subject of a criminal investigation shall, prior to their interview, be notified they are the subject of a criminal investigation. Employees may be required to cooperate in an internal investigation so long as they have been notified of their Garrity Rights. 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.

6.2.2 Interviews shall take place at a conducive location, which allows utmost privacy to employees. The employee shall be advised of their right to and be allowed Guild representation to the extent required by law. If the employee is accused of misconduct, they shall be given a general overview of the factual allegations in writing before the interview commences.

6.2.3 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 or via electronic mail so long as a Guild representative is given the opportunity to participate in the call.

6.2.4 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 they have signed or of a verbatim transcript of any interview if one is created.

6.2.5 Interviewing shall be completed within a reasonable time and, in all internal investigation interviews, the employee shall be afforded such intermissions as they shall reasonably request for personal necessities, meals, rest periods and telephone calls with employee's representative.

6.2.6 All interviewing shall be limited in scope to activities, circumstances, or events which pertain to an employee's conduct or fitness to maintain employment.

6.2.7 Employees have a duty to cooperate with a department investigation and to answer all relevant and material questions which relate to their official duties or fitness for duty; provided, employees retain the rights afforded to them by the Constitution of the United States and the State of Washington, as well as all of the protections of the statutes of Washington State and this Collective

Bargaining Agreement. No employee shall be required to submit to a polygraph test, however, must answer all questions fully and honestly.

6.3 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.

6.4 Internal Investigation Timelines. Internal investigations must be completed within ninety (90) days of the matter coming to the attention of the Department (Police Commander or above). In the event the Employer believes an extension beyond ninety (90) days is necessary, and the Employer can show that it has acted with due diligence and the investigation could not be reasonably completed due to factors beyond the control of the Employer (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 Employer must contact the Guild prior to the expiration of the ninety (90) days and notify the Guild in writing of their 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 Employer.

6.4.1 The ninety (90) 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.

6.5 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 internal investigation for purposes of this section.

ARTICLE VII HOURS OF WORK

7.1 **Hours of Work and Work Week.** The work week shall be seven calendar days beginning at midnight (12:00 am) on Sunday through 11:59 pm on Saturday, unless the employee works a 9/80 schedule as described in article 7.1.1(c). The work schedule for 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 patrol police officers and patrol sergeants other than when the annual bid cycle takes place, unless agreed to by the Guild.

7.1.1 The Employer may approve alternate/flexible schedules, if requested by non-patrol commissioned officers (e.g. detectives, SRO, Traffic), as defined below.

- a) 5/8s. Unless otherwise agreed, non-patrol officers will be assigned to work five (5) eight- (8) hour days on duty, followed by two (2) days off. The daily starting and ending times for employees working a 5/8 schedule will be consistent with the standard operating hours of the work group to which the employee is assigned.
- b) 4/10s. Upon mutual agreement, non-patrol officers may be assigned to work four (4) ten- (10) hour days on duty, followed by three (3) days off.
- c) 9/80. Upon mutual agreement, non-patrol officers may be assigned to work a combination of eight (8) nine- (9) hour days and one (1) eight- (8) hour day on duty, during a two week period that results in eighty (80) scheduled work hours during a two (2) workweek period. The work period for non-shift commissioned officers working a 9/80 schedule will be a seven (7) calendar day period beginning at the midpoint of the officer's eight (8) hour shift.
- d) Flex Time. Upon mutual agreement, non-patrol officers may be allowed occasionally to work days of different lengths or different days in response to an employee request or the Employer's business need; such requested schedule change shall be within the officer's established work week and not incur overtime if requested by the employee. For example, a detective

works a 9/80 schedule and requests to flex time during the work week in order to leave 3 hours early on their last work day of the week, e.g. Thursday; the employee may add those 3 hours to any of their days during that work week and not be required to use leave on that Thursday. If flexing is requested by the Employer, overtime may not be incurred upon mutual agreement for the officer to take time off in the work week.

7.1.2 Daylight Savings Time.

- a) Daylight Savings Time (Fall Back) each Fall. Employees will be paid for one hour of overtime or compensatory time for the additional hour worked.
- b) Standard Time (Spring forward) each Spring. Employees will be required to start their shift one hour early or take personal time off for that hour that is not worked. Coming in early is preferable to staying an hour at the end of the shift.

7.2 Annual Patrol Bid Cycle. The Employer, in accordance with Section 7.1 of this Agreement, will normally put forth an annual patrol shift schedule for the upcoming year by no later than November 1st of each year. The bid for shifts and days off will normally take place on approximately November 15th of each year. If November 15th falls on a weekend, the patrol shift bid will take place on the following Monday. The results of the shift bid shall be posted by the Employer as soon as practical, but no later than December 1st of each year. The new schedule will normally take effect on January 1st of the following year. Lateral employees with more than two (2) years of full-time law enforcement experience 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 and lateral employees with less than two (2) years of full-time law enforcement experience are eligible to bid for a shift and days off at the next annual bid cycle only after successful completion of their probationary period.

While seniority shall be the prime factor in the selection of shifts and days off, the Guild agrees with the Employer that a balance of skills, certifications, tenure, and specialty assignments are necessary amongst shifts for efficient and effective operations of the department. In accordance with this philosophy, the order for shift bidding will be as follows:

1. Sergeants (most senior in position to least senior in position).
2. Corporals (most senior in position to least senior in position).

3. The Chief of Police will place employees who are not eligible to bid into the schedule, based on the needs of the employer.
4. Officers (most senior in position to least senior in position).
5. The Chief of Police has the option (in agreement with the Guild) of placing into the schedule any employee on a current Performance Improvement Plan:
 - The basis of placing the employee outside of the bid in step 4 will be a demonstrative skill in a particular squad which will facilitate successful completion of the PIP.
 - The junior member of the squad the PIP member will be placed into will swap squad assignments with the PIP member. At the conclusion of the PIP, the two employees will go back to the bid assignments from step 5.
6. The Chief of Police (in agreement with the Guild) can alter the bid if the bid creates a significant imbalance of specialties between the different squads. This includes, but not limited to the following examples: SWAT, VOTF, alert team, firearms instructors, defensive tactics instructors, EVOC instructors.

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 if the staffing falls below required minimum requirements.

7.3 Non-Emergency Work Schedule and Assignment Changes. For the purposes of this section, work assignment is defined as the employee's current position in the organizational chart (i.e., detectives, traffic, patrol squad B, etc.); work schedules are defined as their current hours of work and as referenced in article 7.1.1.

The Employer shall have the right to change the work schedule and assignments 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. For assignment changes, the affected employee(s) and the Guild will receive thirty (30) days prior written notice. No more than one (1) work assignment change will occur per employee in any calendar year; returning the employee back to their regular assignment will not count towards the one (1) assignment change per calendar year. If operational needs call for the change of an employee's schedule, the Employer will provide fifteen (15) days prior notice to the affected employee(s) and the Guild. The employee will be returned to their normal work schedule as soon as practicable. At no time will schedule or assignment changes be used as a form of

discipline without just cause. All work schedule changes due to training shall follow the process listed in Article 7.3.1.

7.3.1 Employee Training. In accordance with Article 8.2, the Employer may adjust an employee's normal schedule to accommodate training associated with maintaining the operational effectiveness and efficiency of the department.

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 commissioned employees shall include a paid sixty (60) minute meal period. 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.

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 rate of pay computed pursuant to Washington State Department of Labor and Industries' requirements. An employee's overtime that is joined before or after their 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 patrol officers and patrol sergeants 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 **Off-Duty/Telecommuting Response.** Off-duty employees providing assistance by telephone and/or e-mail for interdepartmental communications will be compensated at fifteen (15) minute increments at the overtime rate, provided the call or time spent responding to e-mails is seven (7) minutes or longer. Off-duty calls and/or e-mail response less than seven (7) minutes shall be considered de minimis and will not be compensated, except that if an employee receives a series of phone calls and/or emails that in total exceed seven (7) minutes in duration within the same hour, such time shall be paid in fifteen (15) minute increments. No compensation shall be provided for calls involving shift scheduling or coverage, or other routine or non-time-sensitive matters. An off-duty employee who spends more than 45 minutes on work-related issues as a result of the electronic communication will be compensated in accordance with Article 9.1.

8.5 **Compensatory time.** Compensatory time off at a rate of one and one-half (1½) compensatory hours for every one (1) 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 Chief of Police, or designee, provided that there is not an undue disruption of the Employer's operation. Employees may only accrue up to a maximum of sixty (60) hours of compensatory time off; any additional time will be automatically paid to the employee.

8.6 **Training.** Travel to training and time spent in training shall be compensated. Per Diem will be authorized for all trainings that occur outside of Snohomish County.

ARTICLE IX

CALLBACK, COURT TIME, AND SPECIALTY 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. An employee called in to work when they have taken leave during that 24-hour period will reduce the number of leave hours by a minimum of three (3) hours and not receive overtime (i.e., employee calls in sick and is called in to a meeting during the same 24-hour period will reduce the leave by a minimum of three (3) hours and not put in for callback time).

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/Contract Employment. Extra-duty/contract 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 can perform. Duties that are not a normal job function will be approved by a supervisor prior to authorizing the extra-duty/contract assignment.

Equitable opportunity for employees to participate in extra-duty/contract employment will be managed by a supervisor. Employees volunteering for extra-duty/contract employment will receive their overtime rate per hour for however long the assignment lasts. Employees engaged in extra-duty/contract 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/contract assignments are subject to department policies and regulations.

9.4 Specialty Premium Pay. Employees working in the following specialties shall receive a specialty premium, as noted below, above their base rate of pay. All specialty premiums shall be paid as follows:

Detectives/Investigations Sgt	Three and a half (3.5%) Percent
School Resource Officer	Three and a half (3.5%) Percent
Traffic	Three and a half (3.5%) Percent
Field Training Officer (FTO)	Four (4%) Percent (only during period of such assignment)
Corporal	Four (4%) Percent
K9 Handler	Three and a half (3.5%) Percent
SWAT	Three and a half (3.5%) Percent

Training Lead	Three and a half (3.5%) Percent (only Integrated Arrest Tactics, EVOC and Firearms)
Support Services Sergeant	Three and a half (3.5%) Percent

When school is not in session, 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.

9.4.1 Employees are limited to a maximum of two specialty premium pays.

9.5 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.

9.6 Corporal Program. The goal of the Corporal program is to provide experienced leadership of the squads in the Sergeant's absence, to provide the structure to accommodate growth within the Department, and to provide for the professional growth of Officers, with the ability for leadership experience and training.

The Corporal program will be a non-civil service specialty assignment made by the Chief of Police.

When a Corporal position is available, the LSPD will make an office-wide announcement, which will include the requirements for the position.

The term of the Corporal assignment is three years. Corporals are eligible to apply for additional terms.

It is not the intent of this program to use Corporals for long-term full supervisory duties, such as when a promotion, retirement, or resignation creates an open Sergeant's position. There may be times, however, due to unforeseen circumstances, when a Sergeant is absent for an extended period. Corporals acting in a full supervisory role for more than 60 calendar days will receive a five (5%) percent pay increase, pursuant

to Appendix A.7 of the collective bargaining agreement. This five (5%) percent pay increase is in addition to the four (4%) percent specialty pay already received by Corporals. This pay increase will commence on the 61st calendar day and will not be retroactive.

9.7 **K9 Handler.** The K9 handler's work hours include thirty (30) minutes of out-of-service time per scheduled workday (a total of 3.5 hours per week) which is intended to compensate the K9 handler for care and maintenance of the canine. If care for the canine will require more than the allotted out of service care time, the K9 handler shall notify their supervisor and seek approval for the additional time prior to, or as soon as practical after realizing additional time will be required. This applies exclusively to the off duty, at home care and maintenance of the dog. All other provisions of the collective bargaining agreement between the parties relating to compensation shall remain in full force and effect.

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 Non-patrol officers shall receive one hundred and thirty (130) hours off in lieu of recognized and floating holidays, and will work their regular schedule during recognized holidays per the Employee Handbook. If non-patrol officers work a recognized holiday in lieu of taking leave, they will be assigned to patrol for the day unless approved by the Deputy Chief or designee. The employee must request to work an alternate work assignment seven (7) calendar days in advance.

11.2 Patrol sergeants and patrol officers shall work their regular schedule during city recognized holidays. Patrol shall receive one hundred and fifty-six (156) hours off in lieu of recognized and floating holidays.

11.3 All holiday hours pursuant to this section shall be posted (and available for use) on January 1st of each year.

11.4 The Employer currently recognizes eleven (11) holidays and two (2) floating holidays for all employees. If the Employer adds additional recognized holidays for other city employees, the Employer will automatically add twelve (12) hours to patrol and ten (10) hours to non-patrol employee's holiday bank for each additional holiday added.

11.5 If an employee separates from service with the Employer prior to the end of the year, the Employer shall pay the employee the prorated equivalent of holiday hours per month from January 1st until separation for unused holiday hours (i.e., 13 hours per month for patrol and 10.83 hours per month for non-patrol). If the employee has used more than the prorated equivalent of holiday 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.

11.6 Employees hired on or after April 1st will have their holiday hours prorated based on their month of hire (i.e., 13 hours per month for patrol and 10.83 hours per month for non-patrol).

11.7 If an employee is reassigned to a non-patrol position from a patrol position or vice versa, the employee shall begin accruing holiday hours for their new assignment beginning in the next full pay period. Holiday hours for the employee will be credited with hours based on the number of months worked in the prior position and will be credited with prorated hours starting the following month at the new position. If the employee has used all of their holiday hours prior to reassignment and the net credit of holiday hours would be less than zero, then the Employer will reduce the employee's compensatory time first, and then vacation time to balance the hours earned.

11.8 At the employee's request, up to fifty percent (50%) of earned, but not used, holiday hours may be cashed out on the July 10th paycheck. All requests for a July 10th 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 last paycheck in November. It will be the employee's responsibility to notify Payroll no later than November 10th if they do not want all or a portion of their holiday hours cashed out. 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.)

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	96 hours	8 hours
13 through 36	112 hours	9.33 hours
37 through 60	128 hours	10.66 hours
61 through 120	144 hours	12 hours
121 through 180	168 hours	14 hours
181 through 240	196 hours	16.33 hours
241+	200 hours	16.66 hours

12.2 Vacation requests shall be selected first by rank and then by seniority within rank. Vacation requests shall be made by March 31st by seniority for proper scheduling. After the March 31st date, any vacation requests shall be subject to availability. Use of annual leave is subject to the approval of the Police Chief or designee. Timing of the requests will be a minimum of one week in advance of the leave, especially those requests for planned vacations (e.g., a full work week or majority of a work week). For example, an employee taking a weeklong trip out of town likely made travel plans before the vacation. They are expected to provide as much notice as possible.

For those opportunities that come up last minute, make the request as soon as possible with every effort to provide a minimum of one week's notice. Depending on business needs, an unplanned request may be denied; however, every attempt will be made to approve the request.

All vacation requests shall be approved or denied by the Police Chief, or designee, within fourteen (14) days of submittal.

12.3 Employees shall not carry over from year-to-year accumulated vacation more than three hundred (300) hours. Any vacation time accumulated more than three hundred (300) hours shall be forfeited on January 1st of each year. Employees may, with prior written authorization of the Police Chief, or designee, and concurrence by the City Administrator, arrange carry-over more than three hundred (300)

hours past January 1st, only when operational needs have prevented the employee from taking previously scheduled vacation, and a schedule has been agreed to for the taking of vacation within an approved period.

12.4 Full-time employees shall accrue vacation benefits based on completed months of employment. New employees shall accrue vacation benefits from the date of employment with the ability to request and use accrued vacation; however, there shall be no cash out value for accrued vacation until successful completion of the probationary period as defined in Section 5.1.

ARTICLE XIII

SICK and BEREAVEMENT LEAVE

13.1 **Sick Leave.** Employees shall accumulate sick leave pay at the rate of one (1) workday (eight (8) hours) per completed calendar month of continuous service. Employees may accrue up to one thousand one hundred sixty-eight (1,168) hours of earned, but unused sick leave.

13.1.1 **Front-loading Sick Leave for New Employees.** Upon employment, employees will be credited with eighty (80) hours of sick leave, which shall be considered “frontloaded”. The frontloaded leave is intended to cover the employee’s projected accrual described in article 13.1 and employees will not accrue additional sick leave hours until such time they have completed enough continuous service to reach the proscribed accrual rate. If an employee separates from service with the Employer and the employee has used more than the equivalent of the proscribed accrual rate described in article 13.1 prior to separation, the Employer shall withhold an amount equal to the used, but unearned sick leave hours from the employee’s final paycheck. The amount shall be based on the employee’s final rate of pay.

13.1.2 **Unused Sick Leave Cash out.** Upon honorable retirement, resignation, or death, all full-time employees (or their estate) may convert accrued and unused sick leave into a post-separation health reimbursement arrangement (HRA), at their regular rate of pay as follows:

- Employees with five (5) years (i.e., completion of 60 months) of consecutive service to the City may convert ten percent (10%), up to a maximum of forty-eight (48) hours, of available sick leave.
- Employees with seven (7) years (i.e., completion of 84 months) of consecutive service to the City may convert fifteen percent (15%), up to a maximum of one hundred and one (101) hours of available sick leave.

- Employees with ten (10) or more years (i.e., completion of 120 or more months) of consecutive service to the City may convert twenty-five (25%) percent up to a maximum of two hundred ninety-two (292) hours of available sick leave.

Honorable retirement does not include “retirement in lieu of termination”.

13.2 Sick Leave Usage. Such leave will 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 be allowed to use accrued sick leave for purposes as defined in RCW 49.46.210 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 paid sick leave, provide verification that the employee’s use of paid sick leave is for an authorized purpose. The Employer will comply with all State and Federal regulations regarding the collection of sensitive medical information. The Employer reserves the right to collect medical information for FMLA and PFML, and due to the nature of the employee’s work for a fit for duty and/or potential disability issues.

13.3 Sick leave may be utilized for care of a “family member” (as defined in RCW 49.46.210) and in accordance with applicable other federal and/or state statutes. Earned leave of any kind may be used if the employee is needed to care for a child, spouse, registered domestic partner, parent, parent-in-law, grandparent, grandchild, or sibling who has a serious health condition or emergency health situation.

13.4 Sick Leave Donation. Employees will be allowed to donate leave to another employee in need pursuant to the Employee Handbook.

13.5 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).

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

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 according to the employee’s assigned schedule. The term "immediate family" shall be defined as the employee’s spouse, child, grandparent, parent, sibling (this includes biological, foster, by marriage, or de facto) or any person

residing with or legally dependent upon the employee. Employees needing to travel out of state will receive up to five (5) working days off with pay according to the employee's assigned schedule. 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 Police Chief, or designee, 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.

13.9 **Family Medical Leave.** The Employer shall provide leave and benefits under the Family Medical Leave Act (FMLA) and Washington's Paid Family Medical Leave (PFML) program, as required by state and federal law, and is administered in accordance with the Employee Handbook. The PFML program is funded through premiums collected by the Employment Security Department (ESD) through employee payroll deductions and Employer contributions. The Employer and employee contributions will adhere to the premium rates established by law. Should the State in the future modify the PFML premium rate or the percentage of premiums subject to collection through payroll deduction, the Employer will notify the Guild of such changes prior to modifying payroll practices to reflect those statutory changes.

ARTICLE XIV

HEALTH AND WELFARE INSURANCE BENEFITS

14.1 **Medical Insurance.** On the first day of the month following employment (or the first day of the month of employment if starting work on the first business day of the month), every full-time member of the Guild shall be offered medical insurance equivalent to the Association of Washington Cities (AWC) Regence HealthFirst 250 health plan or the AWC Regence High Deductible Health Plan (HDHP). The Employer shall pay one hundred (100%) of the premiums necessary to maintain either plan for the employee and ninety (90%) of the premiums necessary to maintain either plan for the employee's spouse, dependents, or qualifying partner. The Employer has chosen to also offer the AWC Kaiser Permanente \$20 Copay / \$200 Deductible or the Kaiser Permanente HDHP health plan for those employees who choose either plan. The Employer shall pay the premiums in the same fashion as it is required to for the other AWC plans.

14.1.1 **Health Savings Account (HSA).** For an employee who chooses the AWC Regence HDHP (or Kaiser Permanente HDHP), the Employer shall set up and maintain a Health Savings Account in the employee's name for paying out-of-pocket IRS-qualified medical/dental/vision expenses. The Employer will allow employees who elect coverage under the HDHP to use pre-tax dollars through payroll deduction to add to their Health Savings Account up to the maximum limits prescribed by the IRS.

The Employer will deposit into the employee's Health Savings Account on the first (1st) business day in January of 2024, 2025 and 2026 the following amounts; the amount will be pro-rated for employees selecting this option later in the calendar year. The total Employer contribution of any HDHP plan (including insurance rate and Health Savings Accounts contributions) will not exceed the total Employer contribution of the base health insurance plan offered by the Employer. The base health insurance plan shall be the AWC HealthFirst 250 plan.

- Employee-only HDHP Plan \$1500 (one thousand five hundred dollars)
- Family HDHP Plan \$3000 (three thousand dollars)

14.1.2 **Dual Coverage Medical Incentive.** At the time of open enrollment for health insurance selection (or upon hire of a new employee), the Employer may allow an employee to opt-out of an Employer-provided medical insurance if the employee provides proof of other comprehensive medical insurance coverage (i.e. typically this would be a qualified comprehensive medical plan through another employer, not medical coverage through the state healthcare exchange). Re-enrollment of an employee into an available health plan, at a time other than the regular open enrollment period, shall only be allowed upon a qualifying event such as a loss of alternate coverage, and shall be at the earliest date permitted by the vendor (i.e., the employee shall not have to wait until the next open enrollment period.) The Employer is required to maintain a certain level of covered employees in accordance with the vendors' requirements and underwriting rules, therefore, the incentive will be based on a first-come, first-served component for opting out of coverage.

14.1.3 **Opt-Out Payment.** An employee who opts out of the Employer's health insurance plan in accordance with Article 14.1.2 will be entitled fifty (50%) percent of the savings realized by the Employer using the Regence Healthfirst 250 plan, employee only monthly premium rate. The savings will be paid into an HRA/VEBA account in the employee's name. Such payment shall not be eligible to be considered in the calculation of the employee's final average compensation, nor will the payment be included in the regular rate of pay calculations performed by the Employer.

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%) of a spouse and/or dependent's coverage under the AWC Washington Dental Service Plan J and Orthodontia Plan V.

14.3 **Vision Insurance.** The Employer shall pay one hundred percent (100%) of the premium necessary for the purchase of coverage under the AWC Vision Service Plan (VSP), \$25.00 deductible plan.

14.4 **Long-Term Disability.** The Employer shall pay 100% of premiums necessary for purchase and maintenance of employee long-term disability plan. The plan shall have no greater than a ninety (90) day elimination period and pay no less than 60% of monthly wages up to \$10,000 per month for eligible employees per the plan document.

14.5 **Life Insurance.** The Employer shall pay 100% of premiums necessary for the purchase and maintenance of employee life insurance with a minimum coverage of fifty thousand (\$50,000) dollars. The coverage shall include spousal coverage of no less than ten thousand (\$10,000) dollars and children's coverage of no less than two thousand (\$2,000), with infant coverage to age 6 months of \$500.

14.6 The Employer reserves the right to offer additional health insurance plans beyond what is listed in this agreement. Examples might be a Willamette Dental Plan option. The Employer shall pay the premiums in the same manner for alternate plans and described above.

14.7 The parties agree that the Guild's participation on a Health Care Committee would be mutually beneficial. The parties recognize that there must be representation and participation by all employee groups on the Committee. Therefore, the Guild agrees to designate one (1) representative to participate in the Health Care Committee to review other vendors and/or plan designs.

ARTICLE XV

UNIFORMS, EQUIPMENT, AND CLOTHING ALLOWANCE

15.1 The Employer shall provide each new police officer with the uniform, weapon, handcuffs, duty belt and other equipment authorized on the LSPD Uniform Standards spreadsheet. The Employer and the Guild agree to review LSPD Uniform Standards spreadsheet each January to confirm

what equipment will be provided by the Employer. This review will also address any safety equipment the Employer identifies as reasonable and customary for each position.

Manufacturer and style will be approved by the Chief of Police, or designee, in collaboration with the department's uniform committee. Safety equipment is personal protective equipment (PPE) and provided by the Employer and replaced as needed. If an officer is assigned to a specialty "assignment", the Employer will provide the initial uniform or equipment items, if different from those items listed in the LSPD Uniform Standards spreadsheet, as necessary to fulfill the assignment.

15.1.1 Police Uniform and Equipment. The Employer will use the quartermaster system for uniforms and equipment. Body armor and an external ballistic vest carrier will be replaced by the Employer every five (5) years. Jumpsuits may be replaced every two (2) years (if requested by the employee or sooner if damaged during the employee's duties). The Employer will purchase footwear not to exceed three hundred (\$300) dollars per year. Employees may purchase their own footwear and be reimbursed not to exceed three hundred (\$300) dollars per year.

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 employees assigned to a non-uniformed position shall receive upon initial assignment to the Investigations Unit, an allowance of one thousand (\$1000) dollars payable not later than the next full pay period. Thereafter, detectives shall receive an annual allowance in the amount of three hundred and fifty (\$350) dollars payable no later than the last pay period in January (reflected on first paycheck in February). The allowance may be used to purchase non-uniform clothing items to wear in the performance of their normal duties; if necessary, the Employer will inform employees to repair or replace items as soon as practical if items are in disrepair and/or not reflecting a professional image of the department. All police-related equipment and uniform items, which are approved by the Police Chief, or designee, 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 two (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 an altercation with a subject, and damages an item purchased with the allowance, the Employer will replace the item. If, however, the detective is in an altercation that damages an item purchased with the allowance that is two (2) to four (4) years old, the Employer will replace only a

percentage of the value of that item as determined by the Chief of Police, or designee. Employees assigned on or after September 1st will not be eligible for the clothing allowance in the next year.

15.2 The Employer shall provide uniform cleaning service for all employees at a cleaner designated by the Employer. Employees shall receive cleaning services for up to sixteen (16) uniform clothing items per month. If employees need additional clothing items cleaned during the month, the Police Chief, or designee, must pre-approve the request.

15.3 **Use of Uniforms & Equipment.** All uniforms and equipment items issued or purchased by the Employer, or purchased using the uniform allowance funds and directly associated as representing the LSPD (e.g. has a city logo affixed), shall remain the property of the Employer. Employees shall not use uniforms or equipment purchased or issued by the Employer or purchased with uniform allowance funds, for anything other than the official business of the Employer. Employees are required to maintain equipment in a neat and orderly manner to represent a professional image of the department.

ARTICLE XVI MISCELLANEOUS

16.1 The employer shall provide to each employee electronic access to the Lake Stevens Employee Handbook, the Police Department policy and procedure manual, and the Civil Service rules and regulations.

16.2 The Employer maintains an Employee Handbook which contains information, policies and procedures important to the employees covered by this Agreement. The Employee Handbook is amended from time to time. Employees covered by this Agreement shall comply with all provisions of the City of Lake Stevens Employee Handbook except those where members of the bargaining unit are specifically exempted. Where there is a conflict between the Employee Handbook 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 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.

16.4 **Temporary Light Duty Assignment.** The Employer may establish a temporary modified duty assignment. 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.

16.5 **AVL Data.** The Employer has or will implement Auto Vehicle Locator (AVL) technology in its vehicles, which are operated by employees covered by this Agreement. The Employer agrees that it will not review AVL data solely to generate any complaints against employees. AVL data may be used as evidence to support allegations of misconduct made against an employee by a known complainant or other investigations of employees where the use of such evidence is based on reasonable suspicion. AVL data reviewed for the purposes of determining misconduct shall be related to or arise from the incident in question. The Guild agrees that, in general, the AVL technology is valid for purposes of admissibility in a grievance hearing; however, the Guild may challenge the reliability of the AVL data in specific instances. AVL data shall not be used to monitor or evaluate an employee's performance without having first received a substantiated poor performance evaluation requiring a performance improvement plan. If AVL data is relevant to an investigation, prior to any interview of the accused, the data shall be provided to the employee and their representative. The employee shall be allowed a minimum of twenty-four (24) hours to review the data prior to the commencement of the interview.

16.6 **Feedback Surveys.** The Employer uses online citizen survey programs to gather consistent, quantifiable feedback from the community members it interacts with. The Guild agrees with the Employer that this information can be helpful in strategic planning. The Guild agrees that the Employer may use this data to discuss performance issues generally or with specific employees. If an egregious act is outlined by a citizen during the survey that violates LSPD policy, the Employer will advise the employee's supervisor to follow up with the citizen and take appropriate action.

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 agree that there are two types of grievances; disciplinary and non-disciplinary. The Guild shall submit a copy of the grievance at each step to the Human Resources Director or designee.

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 City Administrator 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 their designee. This time frame shall be extended in the event the employee is on scheduled vacation leave. The Police Chief or their 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 their designee, the grievance, in writing, together with all other materials may be presented within thirty (30) calendar days to the City Administrator or their designee by the employee and/or the Guild. The City Administrator or their 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 City Administrator or their 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 City Administrator or their 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 City Administrator's response or conclusion of mediation. For disciplinary grievances, the Guild shall request a list from the Law Enforcement Arbitrator Roster from the state Public Employment Relations Commission. For non-disciplinary grievances, 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 and court reporter 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 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 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.

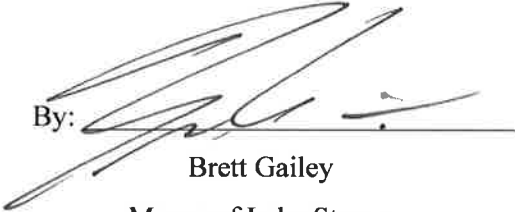
ARTICLE XIX
DURATION

19.1 This Agreement shall be effective January 1, 2024 and shall remain in full force and effect through December 31, 2026, 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 negotiating changes in the Agreement.

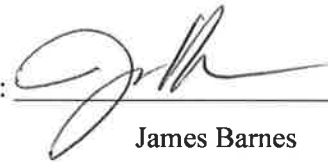
Dated: 29 April 2024

CITY OF LAKE STEVENS

By: 
Brett Gailey
Mayor of Lake Stevens

Dated: 30 APRIL 2024

LAKE STEVENS POLICE GUILD

By: 
James Barnes
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 1, 2024 through December 31, 2026:

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 1, 2024, 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
Police Sergeant	\$10,194.19	\$10,635.10	\$11,076.00			
Police Officer	\$7,388.78	\$7,776.46	\$8,164.13	\$8,551.81	\$8,939.48	\$9,327.16

*This salary schedule reflects a market adjustment and a cost-of-living increase.

A.1.2 Effective January 1, 2025, the rates of pay set forth within Section A.1 will be increased by three percent (3%).

A.1.3 Effective January 1, 2026, the rates of pay set forth within Section A.1.2 will be increased by three percent (3%).

A.2 The rates of pay set forth within Section A.1 are for full-time employees.

A.3 Step A through C for the Sergeant's classification are all twelve (12) months in duration. Step A through G for the Officer's classification 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 employees shall receive longevity pay in accordance with the following schedule.

Period of Service	Total Longevity Pay (Not Cumulative)
After 5 years	2% above the pay they would otherwise receive in A.1
After 10 years	4% above the pay they would otherwise receive in A.1
After 15 years	5% above the pay they would otherwise receive in A.1
After 20 years	7% above the pay they would otherwise receive in A.1
After 30 years	9% above the pay they would otherwise receive in A.1

A.6 Education Pay. All employees shall receive education pay in accordance with the following schedule.

Degree	Incentive Pay
Associate's Degree	3% above the pay they would otherwise receive in A.1
Bachelor's Degree	5% above the pay they would otherwise receive in A.1
Master's Degree	6% 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 both longevity and education pay.

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

A.8 Deferred Compensation. The Employer will match up to one (1%) of a member's base wages per month into the Employer's deferred compensation program. This is subject to IRS limits.