CONTRACT NO. 2020-050

COLLECTIVE BARGAINING AGREEMENT

By and Between

City of Lakewood

and

Lakewood Police Management Guild

January 1, 2020 through December 31, 2022

Table of Contents

Table of Contents ii
–PREAMBLE– 1
–ARTICLE 1 • RECOGNITION– 1
1.01 Definition of Bargaining Unit 1
– ARTICLE 2 • GUILD BUSINESS– 1
2.01 Membership Dues Deductions and Revocations. 1
2.02 Hold Harmless. 2
2.03 Designated Representative. 2
2.04 Negotiations. 2
–ARTICLE 3 • MANAGEMENT RIGHTS– 3
3.01 Retention of Rights. 3
3.02 Management Rights. 3
3.03 Mandatory Subjects of Bargaining. 4
–ARTICLE 4 • EMPLOYMENT PRACTICES– 4
4.01 Vacancies and Promotions. 4
4.02 Probationary Period. 4
4.03 Extension of Probationary Period. 4
4.04 Seniority. 4
4.05 Loss of Seniority. 5
4.06 Layoffs. 5
4.07 Bump Back Privileges. 6
4.08 Recall. 6
4.09 Effect of Personnel Policies and Procedures. 6
4.10 Equal Employment Opportunity. 7
–ARTICLE 5 • DISCIPLINE AND DISCHARGE– 7
5.01 Discipline and Discharge. 7
5.02 Mandatory Discipline Retention Schedule. 7
5.03 Off-Duty Misconduct. 8
5.04 Disciplinary Investigations. 8
–ARTICLE 6 • WAGES– 9
6.01 Salary Schedule. 9
6.02 Command Duty Pay. 10
6.03 Voluntary Employees' Beneficiary Association (VEBA) Contribution. 10
–ARTICLE 7 • HOURS OF WORK– 11
7.01 Generally. 11
7.02 Hours of Work. 11
7.03 Exempt Employees. 11
–ARTICLE 8 • PAID TIME OFF (PTO)– 11
8.01 Paid Time Off (PTO). 11
8.02 Holidays. 12
–ARTICLE 9 • BEREAVEMENT LEAVE– 13
–ARTICLE 10 • JURY DUTY– 14
–ARTICLE 11 • PERFORMANCE OF DUTY– 15

–ARTICLE 12 • HEALTH AND SAFETY– 15
12.01 Physical Fitness. 15
12.02 Fitness for Duty. 15
12.03 Temporary Modified Duty. 15
–ARTICLE 13 • GRIEVANCE PROCEDURE– 16
13.01 Grievance Procedure 16
13.02 Timeliness. 16
13.03 Alternative Filing. 17
13.04 No Requirement to Grieve or Arbitrate. 17
13.05 Civil Service Appeal Constitutes Election of Remedies. 17
–ARTICLE 14 • ARBITRATION– 17
14.01 Arbitration. 17
14.02 Selection of Arbitrator. 17
14.03 Limitations on Arbitrator's Authority 17
14.04 Employee Rights. 18
14.05 Arbitration Expenses. 18
–ARTICLE 15 • INSURANCE COVERAGE– 18
15.01 Medical Insurance. 18
15.02 Dental Insurance. 18
15.03 Orthodontia Insurance. 18
15.04 Vision Insurance. 19
15.05 Labor & Industries Insurance. 19
15.06 Life Insurance. 19
15.07 Survivor Income Life Insurance. 19
15.08 Long-Term Disability Insurance. 19
15.09 Equivalent Insurance Coverage. 19
15.10 Option for Employees Covered by Outside Medical Insurance 19
–ARTICLE 16 • RETIREMENT BENEFITS/DEFERRED COMPENSATION– . 19
16.01 Law Enforcement Officers and Fire Fighters Retirement Plan 20
16.02 Social Security Alternate 20
16.03 Deferred Compensation 20
–ARTICLE 17 • ALCOHOL & DRUG FREE WORK ENVIRONMENT– 20
17.01 Prohibited Conduct 20
17.02 Duty to Disclose. 20
17.03 Voluntary Rehabilitation. 21
17.04 Reasonable Suspicion Testing. 21
17.05 Definitions. 21
17.06 Testing Procedures. 22
–ARTICLE 18 • OUTSIDE EMPLOYMENT– 24
18.01 Outside Employment. 24
18.02 Extra-Duty Employment 24
18.03 Off-Duty Employment 26
–ARTICLE 19 • FAMILY & MEDICAL LEAVE ACT– 26
–ARTICLE 20 • CONTINUATION OF BENEFITS DURING MILITARY LEAVE– 26

20.01 USERRA Health Care Coverage.....26
20.02 City-Paid Dependent Coverage.....27
20.03 Eligibility Requirements......27
20.04 Definitions......27
20.05 Procedures......27
–ARTICLE 21 • MISCELLANEOUS CONDITIONS–..... **28**
21.01 Severability.....28
21.02 Entire Agreement.....28
21.03 Labor Management Committee.....28
–ARTICLE 22 • DURATION OF AGREEMENT–..... **28**
APPENDIX A..... **30**
APPENDIX B..... **32**

–PREAMBLE–

The Lakewood Police Management Guild and the City of Lakewood, Washington, mutually recognize the importance of ensuring the highest level of public service. The parties agree that it is of paramount importance that they constantly and vigilantly work to further this goal. The parties are dedicated to provide the best possible police protection to the citizens of Lakewood, and have entered into this collective bargaining agreement, hereinafter referred to as Agreement, to set forth their complete agreement in a spirit of cooperation and collaboration in an effort to further this goal.

–ARTICLE 1 • RECOGNITION–

1.01 Definition of Bargaining Unit. The City of Lakewood, hereinafter referred to as City, recognizes the Lakewood Police Management Guild, hereinafter referred to as Guild, as the exclusive bargaining representative for all full-time, fully commissioned managerial law enforcement officers of the Lakewood Police Department, hereinafter referred to as Department. This bargaining unit solely includes officers at the rank of Lieutenant as certified by the Public Employment Relations Commission Case Number 25322-E-12-3760, February 5, 2013.

– ARTICLE 2 • GUILD BUSINESS–

2.01 Membership Dues Deductions and Revocations.

A. Upon receipt of notice from the Guild of written, electronic, or recorded voice authorization by a bargaining unit employee, the City agrees to deduct from the wages of the employee the sum certified as the initiation fee and dues each month and to forward the sum to the Guild, or a designated banking institution.

B. If the City receives a request for authorization of deductions from an employee, the City shall forward the request to the Guild.

C. The employee's authorization remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization.

D. An employee's request to revoke authorization for payroll deduction must be in writing and submitted by the employee to the Guild in accordance with the terms and conditions of the authorization.

E. If the City receives a request to revoke authorization of deductions from an employee, the City shall forward the request to the Guild.

F. Upon receipt of notice from the Guild that an employee has revoked authorization for deductions, the City shall end the deduction no later than the second payroll after receipt of the notice.

G. If any employee does not have a check coming to him/her or the check is not large enough to satisfy the deductions, no deductions shall be made from the employee for that calendar month.

2.02 Hold Harmless. The Guild agrees to indemnify and hold harmless the City for any claims, demands, suits, or other form of liability instituted against the City by third parties for any action taken or not taken by the City in order to comply with the provisions of this Article.

2.03 Designated Representative.

A. The Guild President, or any other members of the Guild appointed by the President, shall be recognized by the City as the official representatives of the Guild for the purpose of bargaining or resolving grievances with the City.

B. Members of the Guild selected to serve as authorized representatives of the Guild shall be certified in writing by the Guild President to the City. It is recognized that from time to time it may be necessary for Guild representatives to meet with City representatives or attend City-wide Committee meetings (e.g., Employee Committee). In such instances, the Department shall afford Guild representatives a reasonable amount of time while otherwise on-duty, provided that the Guild representatives contact their immediate supervisor(s), and indicate the general nature of the meeting to be attended. Whenever the City reasonably determines the timing of a meeting will interfere with Department operations, the parties will agree upon a mutually agreeable time for the meeting. In addition, the City recognizes that occasionally it will be necessary for a representative to take reasonable periods of time while on duty in order to administer the Agreement. Such time will only be taken with advance approval (which will not be unreasonably withheld) of the City, and will be scheduled so as to minimize any operational impact on the City and on other on-duty employees.

2.04 Negotiations. The Guild's official representatives for purposes of negotiating will meet with the City at mutually agreed upon times. The City will allow up to three (3) of the Guild's official representatives to attend negotiating sessions without loss of pay if those representatives would be on duty when the negotiations are scheduled.

–ARTICLE 3 • MANAGEMENT RIGHTS–

3.01 Retention of Rights. Except as otherwise expressly and specifically limited by the terms of this Agreement, the City retains all its lawful and exclusive rights, decision making prerogatives, functions, and authority connected with its responsibility to manage its affairs or any part thereof and not specifically limited by this Agreement or by law. The City does not waive any rights by the exercise or non-exercise of any rights or powers granted by this Agreement.

3.02 Management Rights. Management rights and responsibilities shall include, but are not limited to, the following examples:

A. The City and the Department shall retain all rights and authority to which by law they are entitled.

B. The City has the right to plan, direct, control and determine all the operations and services of the City, supervise and direct the workforce, establish the qualifications for employment, recruit, hire, fill vacancies, and assign employees.

C. The City has the right to determine the need for and schedule overtime work.

D. The City has the right to establish work and performance standards and to evaluate employees' competency and performance of their work assignments.

E. The City has the right to determine the equipment, organization and number of personnel by which such operations and services shall be made or purchased.

F. The City and the Department have the right to establish, modify and enforce reasonable rules and regulations and operational procedures and guidelines, except that where modification of such rules is otherwise subject to bargaining the City shall provide the Guild with the opportunity to bargain.

G. The City has the right to discipline, suspend, demote, discharge or take other disciplinary action against non-probationary employees for just cause. Scheduling of disciplinary days off will be at the convenience of Department operations, but must be scheduled within six months.

H. The City has the right to affect a layoff or a reduction in authorized positions because of lack of work, budgetary restraints, organizational changes, or for other legitimate reasons, and recall employees when appropriate. The determination of who shall be laid off shall be consistent with the layoff provisions of this Agreement.

I. The City has the right to change or eliminate existing methods, equipment or facilities, provided such change does not substantially negatively impact officer safety.

J. The City shall have the right to take any and all actions necessary in the event of an emergency. Such right shall only extend for the duration of the emergency.

3.03 Mandatory Subjects of Bargaining. The parties recognize that the City may perceive a need to make operational changes in areas that are not covered by the above management rights and responsibilities, or otherwise precluded by this Agreement. In the event the City desires to make such a change in a mandatory subject of bargaining, the City shall give the Guild at least twenty (20) calendar days' notice of the desired change. The Guild may request bargaining of the issue, and the City thereafter will negotiate with the Guild in an effort to resolve the issue. Should resolution not be achieved, either party may request the assistance of PERC. If mediation is unsuccessful, the issue will be expeditiously taken to interest arbitration pursuant to the standards contained in RCW 41.56.

–ARTICLE 4 • EMPLOYMENT PRACTICES–

4.01 Vacancies and Promotions. Vacancies shall be filled and promotions made in accordance with Lakewood Civil Service Rules.

4.02 Probationary Period. All newly hired and promoted employees must serve a probationary period, during which the newly hired employee may be terminated or the promoted employee may be demoted at the discretion of the City. The probationary period for new hires and upon promotion shall be one year from the date of appointment. The probationary period is an extension of the hiring process; therefore, the provisions of the grievance procedure will not apply to employees if they are discharged during their initial probationary period or are demoted during the promotional probationary period for not meeting the requirements of the classification.

4.03 Extension of Probationary Period. The probationary period shall be extended for the number of work days an employee was absent or on temporary modified duty status in excess of 10 work days during the probationary period. In the event of extenuating circumstances, the City may extend an employee's probationary period for up to six additional months with prior concurrence of the Guild.

4.04 Seniority.

A. "Departmental Seniority" is defined as total service as a fully commissioned police officer in Washington State for those employees hired before January 1, 2005, and as total service as a fully commissioned police officer with the City of Lakewood Police Department for employees hired thereafter.

B. "Classification Seniority" shall accrue from the effective date of regular appointment or promotion to Lieutenant. Employees shall not attain classification seniority until completion of the probationary period at which time classification seniority shall relate back to the most recent date of appointment to Lieutenant.

C. An employee shall not accrue seniority during an unpaid leave of absence in excess of thirty (30) calendar days, except as mandated by law for military leave.

D. Seniority for individuals having the same date of appointment shall be based on their civil service standing, with the person attaining the highest ranking on the eligibility list having the greatest seniority.

E. Previous employees rehired by the City shall be credited with prior year(s) of service for the purposes of leave accrual, excluding any temporary/seasonal employment.

4.05 Loss of Seniority.

An employee shall lose all accrued seniority for the following reasons:

A. If the employee voluntarily resigns; or

B. The employee retires; or

C. The employee is discharged for cause; or

D. If the employee fails to respond within three (3) calendar days after delivery or attempted delivery of a notice of reinstatement from layoff, such notice to be sent by certified mail, return receipt requested, to the employee's last known address on file with the City; or

E. If the employee fails to return to work within fourteen (14) calendar days from the date of delivery or attempted delivery of a notice of reinstatement from layoff, sent by certified mail, return receipt requested, to the employee's last known address on file with the City; or

F. If the employee fails to timely return from a leave of absence.

4.06 Layoffs. Should it become necessary to have a reduction in force, it shall be the responsibility of the City to determine job classifications in which layoffs are to occur. Employee layoffs shall be made on the basis of classification seniority. An employee who is laid off shall be permitted to bump to any

classification which the laid off employee has previously held, as provided below.

4.07 Bump Back Privileges.

A. As provided in the LPIG collective bargaining agreement.

B. In the event an employee is promoted to a position outside of the bargaining unit, that employee will be allowed to bump back to the next lesser rank within the bargaining unit in the event of layoff, voluntary reduction, or reduction in rank (including demotion). The classification seniority of employees who are bumping back shall include their previous time in grade at the position they are bumping back to plus their time in grade at the higher position(s).

4.08 Recall. Employees laid off in accordance with the provisions of this Article will be offered reinstatement into future vacancies of the same classification in the inverse order of layoff, for a period of one year from the date of layoff provided that at the time of recall the laid-off employee has maintained the mental and physical fitness necessary to perform the job. An employee who has been laid off must keep the City informed of his/her current address and phone number. An employee shall be removed from the reinstatement list:

A. If the employee fails to respond within three (3) calendar days after delivery or attempted delivery of a notice of reinstatement from layoff, such notice to be sent by certified mail, return receipt requested, to the employee's last known address on file with the City; or

B. If the employee fails to return to work within fourteen (14) calendar days from the date of delivery or attempted delivery of a notice of reinstatement from layoff, sent by certified mail, return receipt requested, to the employee's last known address on file with the City.

C. If the employee rejects an opportunity for reinstatement.

4.09 Effect of Personnel Policies and Procedures. Unless otherwise specified in this Agreement, work rules or conditions and benefits shall be in accordance with Departmental and City personnel policies, procedures and/or practices, as currently in effect or as hereafter adopted or amended.

A. If the City proposes a universal City policy (applicable to all City employees including Guild members) or a Department policy, the City shall provide the Guild draft language prior to finalization. The City shall provide a reasonable notice period (not less than 30 calendar days) and an opportunity to respond.

B. If the Guild does not respond, the City shall apply the adopted City policy to bargaining unit members, unless there are provisions in this Agreement

that supersede or contradict such policy. If the Guild requests bargaining, and bargaining is required, then the parties shall bargain the matter in good faith in accordance with this Agreement.

4.10 Equal Employment Opportunity. The Guild and the City mutually agree there shall be no unlawful discrimination because of race, creed, color, ethnicity, national origin, gender, sexual orientation, age, marital status, or disability, except for bona fide occupational qualifications. Claims of unlawful discrimination shall be processed privately by employees through administrative agencies or the court and will not be subject to the grievance procedure.

–ARTICLE 5 • DISCIPLINE AND DISCHARGE–

5.01 Discipline and Discharge.

A. The parties recognize the essential purpose of any law enforcement agency is to enforce the criminal laws. Moreover, the parties recognize the courts have held it would substantially impair law enforcement agencies if they were required to employ individuals within their ranks who have violated the very laws said agencies are charged with enforcing.

B. The parties recognize the right of the City to discharge, suspend, demote or otherwise discipline an employee for just cause; provided the discharge of a newly-hired probationary employee or demotion of a newly promoted probationary employee does not require just cause and will not be subject to the grievance procedure.

C. Written disciplinary actions shall be documented and a copy delivered to the employee. The employee shall sign and date, indicating receipt of the documentation. Signing of the documentation will not indicate agreement with the discipline. The date for the timely filing of a grievance protesting the discipline shall be measured from the date of delivery of the disciplinary documentation to the employee. A copy of the disciplinary action will be placed in the employee's official personnel file.

5.02 Mandatory Discipline Retention Schedule.

A. Oral reprimands will remain on file for a minimum period of one year from the date of the reprimand. Documentation from the supervisor's file will be removed at the employee's annual evaluation.

B. Written reprimands remain on file for a minimum period of two years from the date of the reprimand.

Once the mandatory dates are met, an employee may petition the Chief to have the documents removed from his/her personnel file. In all cases any written or oral reprimands will be automatically removed from all files maintained by the department and the City three years from the date the employee received the oral or written reprimand.

Documentation listed above may not be used for progressive discipline once it has been removed from the file.

5.03 Off-Duty Misconduct. An employee who engages in off-duty misconduct may be subject to discipline when the off-duty misconduct would, if known, negatively impact either the Department or the officer's ability to perform his/her duties.

5.04 Disciplinary Investigations. This Section does not apply to on-scene law enforcement investigations occurring at the time police services became involved in an event. The following procedures apply to follow-up or subsequent investigations of complaints of misconduct conducted by the Lakewood Police Department. In such administrative investigations, the following guidelines shall be followed:

A. "Interview" as used herein shall mean any questioning by an agent of the City who is conducting an investigation (as opposed to a routine inquiry) of the employee being interviewed, when the agent knows (or reasonably should know) that the questioning could result in serious employee discipline. Serious employee discipline means discipline involving the loss of pay. This section shall not apply to an investigation concerned solely and directly with alleged criminal activities.

B. At least forty-eight hours before an interview, the employee shall be informed in writing of the nature of the matter in sufficient detail to reasonably apprise him/her of the factual basis of the matter. The employee shall be advised of their right to and shall be allowed Guild representation/attorney to the extent allowed by the law. The member may voluntarily waive the 48-hour period between the receipt of such notification and the interview. In such instances, the waiver shall be in writing and a copy shall be forwarded to the Guild.

C. Any interview shall take place at the City, except when impractical. Any interview of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise. If the interview occurs during off-duty time of the Guild member being interviewed, the Guild member shall be compensated for any off-duty time in accordance with this Agreement.

D. The questioning shall not be overly long and the employee shall be entitled to such intermissions as are reasonably necessary.

E. The employee shall not be subjected to any offensive language or abusive questioning, nor shall he/she be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain his/her resignation.

F. The City shall not require any employee covered by this Agreement to take or be subjected to a lie detector test as a condition of continued employment, nor shall such evidence be offered at any disciplinary hearing without stipulation of the parties.

G. The Department may, and upon request will, tape record any interrogation. Upon request, a copy of the tape/transcript (if made) will be provided to the officer.

H. Any final disciplinary decision shall be announced within nine months of the time that the City undertakes the investigation. The Guild will not unreasonably deny requests for additional time.

I. An employee shall be permitted to read any adverse material affecting his/her employment before it is placed in the City's official personnel file.

J. Employees have no reasonable expectation of privacy in City property, including such things as desks, computers, file cabinets (excluding Peer Support records), lockers and vehicles, provided that employees retain a right of privacy in the personal possessions contained therein. Absent permission of the employee, no locker or vehicle search (excluding regularly scheduled vehicle inspections) shall be conducted unless in the presence of a Guild representative. Any removed items shall be inventoried.

K. If an employee is interviewed as part of a criminal investigation, the employee being investigated for alleged criminal activity will be advised (1) that they are free to leave the interview at any time; and (2) they are not compelled by their employment to answer any questions during the interview. In the event the employee elects to remain in the interview after receiving the above advisement, the Guild representative will leave the interview.

–ARTICLE 6 • WAGES–

6.01 Salary Schedule. Employees covered by this Agreement shall be compensated in accordance with the salary schedule identified below:

Effective January 1, 2020 the salary schedule shall be:

Police Lieutenant	Step 1	(1 - 12 months)	$10,736	Monthly
Police Lieutenant	Step 2	(13 – 24 months)	$11,110	Monthly
Police Lieutenant	Step 3	(25 plus months)	$11,664	Monthly

Effective January 1, 2021, 3% increase to the salary schedule shall be:

Police Lieutenant	Step 1	(1 - 12 months)	$11,058	monthly
Police Lieutenant	Step 2	(13 – 24 months)	$11,443	monthly
Police Lieutenant	Step 3	(25 plus months)	$12,014	monthly

Effective January 1, 2022, 3% increase to the salary schedule shall be:

Police Lieutenant	Step 1	(1 - 12 months)	$11,390	Monthly
Police Lieutenant	Step 2	(13 – 24 months)	$11,786	Monthly
Police Lieutenant	Step 3	(25 plus months)	$12,374	Monthly

An employee shall be granted the first step increase in salary upon completion of twelve (12) months of "actual service" when hired at the first step of the range, and succeeding step increases shall be granted after twelve (12) months of "actual service" from the date of eligibility for the next step increase to the maximum of the range.

For lateral hires assigned salary steps other than the beginning step of the salary range, subsequent salary increases within the salary range shall be granted after twelve (12) months of "actual service" from the appointment date, then at succeeding twelve (12) month intervals to the maximum of the salary range.

6.02 Command Duty Pay. The City shall increase each Lieutenant's base salary by 4% to offset time spent as a Command Duty Officer (CDO). The expectation is that each Lieutenant shall be placed on a CDO rotational assignment anticipated to be approximately 8 to 9 weeks per year.

6.03 Voluntary Employees' Beneficiary Association (VEBA) Contribution. In lieu of Management Leave, the City will contribute annually the equivalent of

64 hours of pay to the employee's VEBA account. The initial contribution will be paid in the pay period following establishment of the VEBA and no later than the second pay period of the year for successive years.

–ARTICLE 7 • HOURS OF WORK–

7.01 Generally. This Article is intended to define the normal hours of work.

7.02 Hours of Work. Schedules will be determined by operational need with recognition that five eights (8) and/or four tens (10) are the established work shifts.

7.03 Exempt Employees. It is expected that full-time, exempt work schedules will normally consist of approximately 40 hours per week; however, emphasis is placed on meeting the responsibilities assigned to the position rather than on working a specified number of hours. The nature of responsibilities associated with exempt positions often requires greater than a 40-hour work week including evening and weekend work and considerable flexibility in work schedules to accommodate circumstances as necessary.

–ARTICLE 8 • PAID TIME OFF (PTO)–

8.01 Paid Time Off (PTO). PTO is a benefit granted to employees to continue normal compensation during approved absences. All full-time regular employees shall accrue PTO at the following annualized rates prorated for each payroll based upon departmental seniority years of service provided however that any employee who was hired by the City prior to January 1, 2005 and fully commissioned at the time of such hire will also accrue combination leave at the following annualized rates prorated for each payroll based upon all years worked as a fully commissioned police officer:

During the first year	216 hours of leave per year
After 1st year through 4 years	240 hours of leave per year
After the 4th through 9 years	264 hours of leave per year
After the 9th through 14 years	288 hours of leave per year
After the 14th through 20 years	312 hours of leave per year
After 20th year	336 hours of leave per year

A. Any unused PTO shall be accumulated for succeeding years with a maximum accrual cap of 1,600 hours; however, as of the end of the calendar year, the maximum accrual amount carried over into the new year shall not exceed one thousand four hundred (1400) hours of leave that the employee accrues.

B. PTO shall not be available for use during the first sixty (60) days of employment, except for illness. An employee who qualifies for use of PTO shall not be permitted to take unpaid leave.

C. The use of PTO that was not bid is subject to the approval of an employee's supervisor and must be utilized in such a manner that service to the citizens is not disrupted.

D. Upon separation, an employee (or deceased employee's beneficiary) shall receive payment equal to sixty-five percent (65%) of such employee's then accrued and unused PTO bank based on the maximum carry over amount of no more than 1,400 hours at the employee's last regular rate of pay.

E. In the event of a duty-related death of an employee as determined by the City, the deceased employee's beneficiary shall receive payment equal to 100% of such employee's then accrued and unused PTO bank based on the maximum carry over amount of no more than 1,400 hours at the employee's last regular rate of pay.

F. Prior to each calendar year, the Guild shall designate whether 65% of PTO balances upon retirement will be paid into an approved VEBA (at the current rate of pay, and in lieu of a cash payout) for employees who retire during that calendar year.

G. Prior to December of each calendar year, the Guild shall designate whether up to a maximum of 100 hours of PTO at the then current rate of pay will be paid into the VEBA. The actual number of hours shall be the same for all employees and shall be determined annually by the Guild. The Guild shall notify the City of the number of hours to be contributed by the end of November and the contribution will be made during December of each year.

8.02 Holidays. The following days are recognized as holidays:

Commonly Called	**Actual Calendar Holiday**
New Year's Day	First day of January
Martin Luther King Jr. Day	Third Monday of January
Presidents' Day	Third Monday of February
Memorial Day	Last Monday of May
Independence Day	Fourth day of July
Labor Day	First Monday of September
Veterans' Day	Eleventh day of November
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving	Friday following the fourth Thursday in November
Christmas Day	Twenty-fifth day of December

Employees on the patrol schedule shall recognize the actual calendar holiday (midnight to midnight, 0000 to 2359). For all other bargaining unit employees, the recognized holidays shall be as specified above, with the provision that whenever any designated holiday falls upon a Sunday, the following Monday shall be the recognized holiday, and whenever any designated holiday falls upon a Saturday, the preceding Friday shall be the recognized holiday. The decision of whether an employee will be required to work on a recognized holiday will be made by the City.

A. Employees shall accrue and take holidays on a basis equivalent to the employee's regularly assigned shift hours (e.g., employees on 8-hour shifts shall accrue ten 8-hour holidays per calendar year and employees on 10-hour shifts shall accrue ten 10-hour holidays per calendar year, etc.).

B. When a recognized holiday falls on an employee's regularly scheduled workday, but the employee is given the day off, the employee shall receive their normal pay for all hours that the employee would normally be scheduled to work at the regular rate of pay for the holiday time off.

C. When a recognized holiday falls on an employee's regularly scheduled day off, the employee shall receive holiday leave hours in an amount equivalent to the employee's regularly assigned shift hours.

D. All holidays will be scheduled and taken within the calendar year earned, provided that any unused holiday hours accrued under Section D above shall be automatically cashed out at the employee's regular rate of pay (excluding acting pay and step up pay) in the first pay period of December each year with the exception of Christmas Day which shall either be taken in the second pay period of December or carried over into the next year's holiday bank. Non-patrol employees assigned to schedules of four 10-hour days or five 8-hour days are expected to take the recognized holiday off when it falls during their regular work schedule, but shall have the option of time off or payment as described above for those days falling on their regularly scheduled days off. Upon termination of employment, the employee will be paid only for unused holidays that occurred on or before the date of termination.

E. Employees regularly scheduled to work five 8-hour days will also be granted one 8-hour floating holiday. The floating holiday will accrue annually upon the employee's anniversary date and may not be accumulated.

–ARTICLE 9 • BEREAVEMENT LEAVE–

9.01 Upon timely notification to the employee's supervisor or on-duty supervisor, up to three (3) working days without deduction from accumulated paid leave may

be taken in the event of the death of the following members of the employee's family: spouse, child, parents, grandparents, grandchild, brother, sister, mother-in-law, father-in-law, stepchild, son-in-law, daughter-in-law, brother-in-law, or sister-in-law. Upon returning to work, the employee may be required to provide management with the following information about the deceased: their full name, location of death (city, state), location of funeral (city, state), and the relationship to the employee.

9.02 Employees qualifying for bereavement leave may receive additional bereavement leave in the event of unusual circumstances or if travel is required to attend a funeral. The number of days allowed will be based on the individual circumstances surrounding the request, and will be approved at the discretion of the Chief.

–ARTICLE 10 • JURY DUTY–

10.01 An employee required by law to serve on jury duty shall continue to be compensated at their regular rate of pay for each separate occasion the employee is required to serve. The City reserves the right to request that an employee who is called for jury duty be excused if his or her absence would create a hardship on the operational effectiveness of the Department.

A. When an employee is notified to serve on jury duty, he/she shall inform his/her immediate supervisor as soon as possible regarding the dates of absence from regular duties.

B. If an employee serves less than eight (8) hours, the employee may be required to report for work for any portion of their regularly scheduled shift during which they are not actually serving on a jury or waiting to be impaneled. Employees who have time remaining on their shift at the time of release or dismissal from jury duty willcontact their supervisor to determine whether they should report for duty.

C. The employee is not required to report back to his/her regular scheduled shift at the conclusion of jury duty as long as the employee was at jury duty for eight (8) hours or more. The employee will be compensated at their regular rate of pay for the full shift.

D. The City may move employees temporarily to day shift for the period of jury service upon receiving notification from the employee.

E. The fees, exclusive of mileage, shall be forwarded to the Finance Department.

–ARTICLE 11 • PERFORMANCE OF DUTY–

11.01 Neither the Guild nor the City shall initiate, authorize, or participate in any strike, work stoppage, work slow-down, lock-out, or any other organized effort that interferes with the efficient operation of the Department. If any violation of this Article takes place, the Guild Executive Board will immediately notify employees so engaging in such activities to cease and desist, and that such work stoppage, slowdown, or strike is illegal and unauthorized. No employee shall refuse to cross any picket line when called upon to cross such picket line in the line of duty.

11.02 Employees covered by this Agreement who engage in any of the actions prohibited in this Article shall be subject to discipline, up to and including discharge.

–ARTICLE 12 • HEALTH AND SAFETY–

12.01 **Physical Fitness.** The City and the Guild agree the performance of Department duties requires that employees maintain physical fitness to perform the essential job functions with or without reasonable accommodation.

12.02 **Fitness for Duty.** A fitness for duty certificate signed by the consulting physician may be required upon return from a prolonged absence due to injury or illness, generally of at least two weeks' duration. When the Chief or designee has a reasonable basis for a concern that an employee cannot perform their essential job functions, a fitness for duty exam may be required. The City may require an examination at its expense, and on compensable time (including workers' compensation), performed by a physician of its choice, to determine when the employee is capable of performing the essential functions of the position, as well as any applicable limitations or restrictions.

12.03 **Temporary Modified Duty.** The City will consider temporary modified duty assignments for employees who are temporarily disabled from performing their regular duties due to injury, serious illness, or pregnancy, according to the City's temporary modified duty policy. Temporary modified duty assignments are at the sole discretion of the City. If there is no modified duty assignment reasonably available, the City is not required to create modified duty assignments.

12.04 **On Duty Injury.** The City shall supplement all benefits and wages to 100% for any on duty injury for a period not to exceed six (6) calendar months or until the termination of the disability whichever comes first. At the expiration of the six (6) calendar months, the employee shall utilize paid leave if available to supplement time loss payments from workers' compensation. In no case may

accrued leave be utilized to the extent that it would cause the employee's salary to exceed his or her regular rate of pay had the injury not occurred.

–ARTICLE 13 • GRIEVANCE PROCEDURE–

13.01 Grievance Procedure. Any grievance that may arise between the parties concerning the application or interpretation of this Agreement shall be settled in the manner prescribed by this grievance procedure.

A "grievance" is defined as a claim or dispute by an employee, group of employees, the City or the Guild concerning the interpretation or application of the provisions of this Agreement. Should a claim or dispute arise, an earnest effort shall be made to settle such claims or disputes promptly and in the manner hereinafter outlined.

Step 1: A grievance may be presented to the Police Chief (or designee), with a copy to the Human Resources Director, by the Guild within ten (10) calendar days of the date when the Guild knew or reasonably should have known of the alleged occurrence. The submission shall be in writing, setting forth the nature and facts of the grievance, the articles of this agreement allegedly violated, and the requested remedy. The Police Chief or designee shall attempt to settle the grievance within ten (10) calendar days after it has been presented, and shall respond in writing with a copy to the Human Resources Department.

Step 2: If the grievance is not settled by the Police Chief, it may be forwarded to the City Manager, with a copy to the Human Resources Director, within ten (10) calendar days of the Police Chief's response deadline.

The City Manager shall have fourteen (14) calendar days to review the grievance. The City Manager may elect to call a meeting with the Guild to provide insight into the grievance, in which event; the City Manager shall have fourteen (14) calendar days to respond in writing.

Step 3: If the grievance is not settled at Step 2 the matter may be submitted by either of the signatory parties, in writing, to arbitration within thirty (30) calendar days of the date of the City Manager's deadline.

13.02 Timeliness. All grievances shall be processed in a timely manner. The time limits contained herein are established to settle grievances quickly. The time limits may be extended only by written agreement of the parties. Claims of untimeliness shall be presented by the claiming party in the next written submission of that party under this grievance procedure.

13.03 Alternative Filing. In those instances when the discipline involves suspension or discharge of the employee, Step 1 shall not apply, and any grievance must be filed at Step 2 of the Grievance Procedure within ten (10) calendar days of the suspension or termination. By mutual agreement, grievances may be initiated at any step in the grievance procedure.

13.04 No Requirement to Grieve or Arbitrate. The provisions of this Article shall not be interpreted to require that the Guild process any grievance through the grievance or arbitration procedure.

13.05 Civil Service Appeal Constitutes Election of Remedies. Actions both subject to appeal through Civil Service appeal procedures or grievable under the terms of this Agreement must follow either the grievance procedure contained herein or procedures regarding such appeals to the Civil Service Commission, including applicable deadlines. Under no circumstances may an employee use both the Agreement grievance procedure and Civil Service Commission procedures relative to the same action. If an employee pursues an appeal to a civil service hearing, such action constitutes an election of remedies, and by doing so, he/she agrees to have waived the right to arbitrate the matter under this Agreement.

–ARTICLE 14 • ARBITRATION–

14.01 Arbitration. Only the Guild, and not individual employees, may take a matter to arbitration.

14.02 Selection of Arbitrator. The City and the Guild will endeavor to select a mutually acceptable arbitrator to hear the dispute. If the City and the Guild are unable to agree upon an arbitrator within seven (7) calendar days after receipt by the City of the written demand for arbitration, the Guild or the City may request a list of nine (9) Washington or Oregon arbitrators from the Federal Mediation and Conciliation Service. After receipt of the same, the parties will flip a coin to determine the order of striking and shall alternately strike the names of the arbitrators until one name remains.

14.03 Limitations on Arbitrator's Authority. The arbitrator shall have not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. Any decision or award the arbitrator renders shall be final and binding upon the City and the Guild. The arbitrator's decision may not provide for retroactivity further than the time period specified in Step 1 above to the filing of the grievance.

14.04 Employee Rights. Nothing in this Article prevents an employee from adjusting employment matters directly with their employer as to the extent provided by law.

14.05 Arbitration Expenses. The fees and expenses of the Arbitrator shall be borne equally by the Guild and the City. Each side will pay its own attorneys/representatives, except that in the event the City unsuccessfully appeals to court a grievance arbitration award, the provisions of RCW 49.48.030 shall be applicable to the appeal.

–ARTICLE 15 • INSURANCE COVERAGE–

15.01 Medical Insurance. The City agrees to provide the option of medical insurance to all Guild employees and their dependents. The medical insurance plans which are in effect at the time of this Agreement are a choice of Regence HealthFirst250, High Deductible Health Plan (HDHP), or Kaiser Permanente 200, as offered through the Association of Washington Cities.

The City shall pay one hundred percent (100%) of the applicable tiered premiums for employee and dependent medical coverage for AWC HDHP including identified contributions to a Health Savings Account (HSA).

Alternative medical plans shall be offered however, the employee shall pay any premiums in excess of the equivalent of the HDHP premiums and HSA amounts as stated above. If premiums are less expensive, the employee may choose to have the difference placed into either a 457 deferred compensation plan or Flexible Spending Account (FSA).

The 2020 Premiums paid by the City and employee are identified in Appendix A.

15.02 Dental Insurance. The City agrees to provide dental insurance for employees and their dependents. The City shall pay 100% of the premium for dental coverage. The dental insurance plan in effect at the time of this Agreement is Washington Dental Service Plan E, as offered through the Association of Washington Cities.

15.03 Orthodontia Insurance. The City agrees to pay 100% of the premium for orthodontia coverage for the employee's dependent children. The orthodontia plan in effect at the time of this Agreement is Washington Dental Service Plan II, as offered through the Association of Washington Cities.

15.04 Vision Insurance. The City agrees to pay 100% of the premium for a separate vision plan for employees and their dependents. The vision plan in effect at the time of this Agreement is Vision Service Plan, as offered through the Association of Washington Cities.

15.05 Labor & Industries Insurance. The City agrees to pay the applicable employer rate portion of the premium for L&I Insurance. The employee shall pay the applicable employee rate portion of the premium.

15.06 Life Insurance. The City agrees to pay 100% of the premium for a group term life, accidental death and dismemberment insurance policy for each employee in the amount of the employee's total annual salary rounded up to the next thousand dollars, to a maximum of $100,000. The life insurance plan in effect at the time of this Agreement is Standard Insurance Company Policy 625349-C.

15.07 Survivor Income Life Insurance. The City agrees to pay 100% of the premium for a survivor income life insurance policy, which provides a monthly benefit to an employee's eligible spouse and children upon the employee's death. The survivor income life insurance plan in effect at the time of this Agreement is Standard Insurance Company Policy 625349-A.

15.08 Long-Term Disability Insurance. The City agrees to pay 100% of the premium for the WACOPS Enhanced Plus long-term disability insurance policy.

15.09 Equivalent Insurance Coverage. The City has complete authority to change the plans under this Article, so long as the level of benefits and overall cost to employees remains principally the same as those which were provided by the above-indicated plans on the date of entry of this Agreement.

15.10 Option for Employees Covered by Outside Medical Insurance. Eligible employees may opt out of medical insurance coverage, providing that proof of current medical insurance is provided and a waiver of coverage is initiated. Alternate medical coverage must be maintained. Proof of current medical coverage will be required at least annually; however, the City may require proof at any time. If the employee opts out of medical coverage, the City will contribute a flat rate of $1,500 annually (prorated each pay period) into the employee's 457 deferred compensation account and/or a portion may be placed in the employee's Section 125 plan, in compliance with the requirements of the plan, at the discretion of the employee.

–ARTICLE 16 • RETIREMENT BENEFITS/DEFERRED COMPENSATION–

16.01 Law Enforcement Officers and Fire Fighters Retirement Plan (LEOFF). All eligible employees shall be covered by the LEOFF Retirement Plan in accordance with the laws of the State of Washington for commissioned employees.

16.02 Social Security Alternate. In lieu of Social Security, the City provides an alternative 401(a) defined contribution plan. The City shall contribute on behalf of each employee 4.77 percent of the employee's earnings up to the maximum Social Security annual limits. The employee will contribute 6.2 percent of the employee's earnings up to the maximum Social Security annual limits. The City shall provide Medicare contributions pursuant to federal law and the required employee contributions shall be deducted from employees' paychecks.

16.03 Deferred Compensation. The City shall match the employees' contribution, by payroll deduction, to a qualified 457 deferred compensation plan in an amount up to but not to exceed six percent (6%) of the employee's base monthly pay rate.

–ARTICLE 17 • ALCOHOL & DRUG FREE WORK ENVIRONMENT–

17.01 Prohibited Conduct. Reporting to work under the influence of alcohol and/or illegal drugs, or the unauthorized use, sale, distribution, dispensation, manufacture or possession by an employee of illegal drugs is strictly prohibited and will result in disciplinary action, including immediate termination. For the purpose of this Article, use of substances that require a prescription or other written approval from a licensed physician or dentist for their use shall also be prohibited when used other than as prescribed.

17.02 Duty to Disclose. Employees are expected to disclose the nature of their job duties to any prescribing physician and to inquire of the physician whether their use of the drugs prescribed might result in any impairment of their ability to perform the essential job functions. Each employee must advise the City if they are using prescription or over-the-counter drugs they know or reasonably should know may impair their ability to perform job functions and/or operate machinery such as automobiles. Under appropriate circumstances the City may request the employee to provide written medical authorization from their physician to perform various essential job functions while using such drugs. The City reserves the right to restrict the work activities of any employee who is using legal drugs or prohibit any employee from working entirely while he or she is using legal drugs, if the employee cannot perform the essential job functions with or without reasonable accommodation.

17.03 Voluntary Rehabilitation. Any voluntary request by an employee for assistance with his/her own alcohol or drug abuse problem will remain confidential and shall not be used as the basis for any disciplinary action provided that the request for assistance is initiated prior to being identified as impaired through the procedures herein, and prior to the employee having engaged in any misconduct.

17.04 Reasonable Suspicion Testing. Where a supervisory employee of the City has a reasonable suspicion to believe an employee is under the influence of alcohol or illegal drugs, or is abusing the use of prescription or over-the-counter drugs, or is using illegal drugs, the City may require that the employee submit to discovery testing. Such tests include breath tests, urinalysis and/or blood screens to identify any involvement with alcohol or such drugs.

An employee who refuses to submit to discovery testing for alcohol and/or prohibited drugs where the City has reasonable suspicion shall be conclusively presumed to be under the influence of alcohol or a prohibited drug for the purpose of administering this Article, and therefore will be subject to discipline, including immediate discharge.

17.05 Definitions. For the purpose of administering this Article, the following definition of terms is provided:

A. **Reasonable Suspicion** means suspicion based on facts and reasonable inferences from those facts in the light of experience, that discovery testing will produce evidence of a violation of the Article by an employee. Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to, any of the following:

1. Observable occurrences, such as direct observation of substance abuse and/or the physical symptoms of being under the influence of a dangerous substance; or
2. A report of substance abuse by an employee while at work provided by a reliable and credible source.

B. **Under the Influence** means a condition which: is the result of using alcohol, drugs, or other substances which impair the employee's ability to perform his or her job functions.

C. **Failing a Drug/Alcohol Test** means that the test result showed positive evidence of the presence of alcohol or a drug in an employee's system in violation of this Article. Failing a drug or alcohol test may also be referred to as "testing positive." "Failing" also includes the refusal to submit to testing or complying with the requirements of any portion of this Article. For the substances listed below, an employee will be considered to have failed at the following threshold levels:

Drug	Screening Threshold*	Confirmation Threshold*
Amphetamine	500	500
Methamphetamines	1000	500
Methaqualone	300	300
Cocaine	150	150
Marijuana/THC	50	15
Opiates	2000	2000
Phencyclidine (PCP)	25	25
Barbiturates	200	200
Benzodiazepines	200	200
Methadone	300	300
Oxycodone	300	300
Propoxyphene	300	300
Tricyclic Antidepressants	1000	1000

The parties agree to meet and determine potential testing levels for steroids.

* All units are in ng

The level of the positive result for ethyl alcohol is 0.0004 gr/dl

D. **Illegal Drugs** means all forms of narcotics, depressants, stimulants, hallucinogens, and cannabis, for which sale, purchase, transfer, or unauthorized use or possession is prohibited or restricted under federal or state law.

E. **Medical Review Officer (MRO)** is a licensed physician responsible for receiving and interpreting laboratory results for drug tests, who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's positive test result together with the individual's medical history and any other relevant biomedical information.

F. **Over-the-Counter Drugs** are those drugs that are generally available without a prescription and are limited to those drugs that could reasonably be anticipated to impair the employee's ability to perform essential job functions.

G. **Prescription Drugs** are all drugs that could reasonably be anticipated to impair the employee's ability to safely perform the essential job functions, are used in the course of medical treatment, and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

17.06 Testing Procedures. If an employee is required to submit to a drug and/or alcohol test, the following procedure shall be followed:

A. The employee shall be given notice of an opportunity to confer with a Guild representative, if one is readily available.

B. The employee shall be given an opportunity to explain the reasons for the employee's condition, such as reaction to a prescribed drug, fatigue, exposure to toxic substances, or any other reasons known to employee, to the test administrator. The Guild representative may be present during this discussion.

C. The City may require breath, urine and/or blood samples.

D. Urine and blood samples shall be collected at a local laboratory, hospital or medical facility. The City shall transport the employee to the collection site. The City and/or Guild representative may be allowed to accompany the employee to the collection site and observe the bottling and sealing of the specimen. The employee shall not be observed by the City when the urine specimen is given.

E. All specimen containers, vials, and bags used to transport the specimen, shall be sealed to safeguard their integrity (upon request, in the presence of the City, employee and Guild representative) and proper chain-of-custody procedures shall be followed.

F. Employees who test positive for drugs may request a second test of the remaining portion of the split sample at a laboratory chosen by the Guild for testing. The cost of this test will be paid by the employee. Failure to exercise this option may not be considered as evidence in arbitration or other proceeding concerning the drug test or its consequences. The results of this second test shall be provided to the City in conformance with the Americans with Disabilities Act (ADA) and Health Insurance Portability and Accountability Act (HIPAA).

G. The employee and the Guild (upon consent of the employee) shall be informed of the results of all tests, and provided with all documentation regarding the tests as soon as the test results are available. Such disclosure shall be in conformance with the ADA and HIPAA.

H. If a specimen tests positive in an immunoassay screen test, the results must be confirmed by a gas chromatography/mass spectrometry test. The specimen must show positive results at/within the limits defined in Section 19.5 C on the GC/MS (gas chromatography/mass spectrometry) confirmatory test to be considered positive.

17.07 The City is a member of the Association of Washington Cities (AWC) Drug and Alcohol Consortium and uses the Medical Review Officer (MRO) designated by the Consortium to review all confirmed positive test results and communicate those results to the City. The MRO shall have the responsibility to determine for the employer when an individual has failed a drug test in accordance with the standards enumerated herein. The MRO shall retain all records of all positive tests for at least five years and records of all negative tests for at least one year.

17.08 If the results of the drug or alcohol test support a conclusion that the employee violated this Article, the employee shall be subject to discipline, including immediate discharge. If the results of testing do not confirm a violation of this Article, all test related records shall be considered confidential medical records of the employee.

17.09 Employees may be required to sign a limited medical release in conformance with this Article as a condition of employment.

–ARTICLE 18 • OUTSIDE EMPLOYMENT–

18.01 Outside Employment. A Guild member shall not accept employment outside the course of his/her official duties unless authorized in writing by the Police Chief or designee. Employees shall be authorized to work in outside employment only during their regular or scheduled time off. The Chief reserves the right to refuse any request for outside employment for reasonable cause. For purposes of this Agreement, outside employment falls into two categories, "extra-duty" and "off-duty." Nonexclusive examples of reasonable cause include:

1. Interfering with the efficiency of law enforcement and public safety;
2. Interfering with the employee's performance of regular police duties;
3. Detracting from the image of the police profession;
4. Involving work in a law enforcement or security capacity outside the corporate limits of the City of Lakewood unless authorized by both the Police Chief and the chief law enforcement officer (or his/her designee) in the jurisdiction where the employment is located;
5. Involving work in conjunction with or in any capacity with a tow company, bail bondsman, taxicab or ambulance company;
6. Involving work in a lounge, tavern, gaming establishment, or nightclub setting where alcoholic beverages are served. Exceptions will be made by the Chief or his/her designee for establishments listed by the Department as high crime bars, but the detail of officers will be for security in the parking lot of the establishment only. On-duty officers will go into bars only in response to on-going crime or as part of bar checks or sweeps;
7. Following from or resulting in sick leave abuse or excessive absenteeism in an employee's primary police employment.

18.02 Extra-Duty Employment is special detail work available to bargaining unit members during their off-duty hours when the City contracts with private and public entities to provide police related services or assistance with their business or operations.

A. The opportunity to work extra-duty is solely at the employee's discretion and is not mandatory. The Department functions as the point of contact with contracting organizations and manages the scheduling of Lieutenants. Employees remain bound by the policies, procedures and values of the City and the Department during extra-duty details.

B. All City contracted extra-duty employment will be paid through the City payroll system. Employees who accept extra-duty will be compensated at a flat hourly rate as agreed between the Guild and the Chief (or designee) from time to time. Extra-duty compensation will be for actual hours worked. Hours worked for the contracting organization are not counted for purposes of overtime compensation, per 29 CFR 553.227. The City will be reimbursed for extra-duty costs by the contracting organization, including reimbursement for vehicles and payroll costs.

C. Employees are required to wear Department uniforms for extra-duty unless otherwise authorized in writing by the Chief or designee. Employees may utilize City equipment while on extra-duty. Employees may utilize City vehicles for extra-duty only when such use is included in the City's agreement with the contracting organization.

D. Employees are covered for workers' compensation while on extra-duty. The City shall indemnify and defend any employee against any claim or suit, where such claim or suit arose because such employee exercises his/her authority as a Lakewood Police Officer during extra-duty employment. The City shall pay on behalf of any employee in the bargaining unit any sums which the employee shall be legally obligated to pay as a result of that employee's reasonable and lawful activities and exercise of authority within the scope of his/her duties and responsibilities as a Lakewood Police Officer.

E. It is understood that except as otherwise provided in this Agreement, the employee will not accrue or receive any major medical leave, combination leave, holiday benefits, or other benefits for hours worked at outside employment.

F. Employees may not work extra-duty jobs while being compensated for a personal or family illness or disability leave.

G. Employees who are on their initial probationary period shall not be eligible for extra-duty work, unless specifically exempted from this provision by the Chief. The City may suspend, deny or revoke extra-duty work privileges for reasonable cause.

H. Scheduling of extra-duty work will be the responsibility of the Guild.

I. The contracting of extra-duty employment of officers for public and private events is not a required police function. The Department reserves the right to suspend or discontinue the process at any time in the event it is not working as intended, or becomes too much of a burden on

Department resources. Such decisions will be made at the sole discretion of the Chief.

18.03 Off-Duty Employment is when a bargaining unit member is employed directly by and paid directly by an outside employer during his/her off-duty hours. All scheduling of off-duty employment is the sole responsibility of the individual employee and shall be conducted so as not to interfere with any employee's on-duty hours of employment.

A. Any use of department uniforms, vehicles and/or equipment for off-duty employment must be specifically authorized by the Chief.

B. The City provides no workers' compensation coverage for off-duty employment.

C. There shall be no obligation to defend and indemnify an officer for claims or suits arising from an officer's off-duty employment, unless otherwise required by law.

D. The employee shall provide the Chief with information about any off-duty employment, including the name of the employer, a description of the business, the duties of the employee, and the expected hours of employment. The employee shall keep the Department informed of any change in the circumstances of employment.

E. Before each new off-duty employment, an employee must obtain or have on file written authorization signed by the Chief or designee. Such authorization shall remain in effect unless there is a substantial change in circumstances.

–ARTICLE 19 • FAMILY & MEDICAL LEAVE ACT–

The City shall adhere to City policy and all federal and state mandates in the provisions of the Family and Medical Leave Act and the Washington State Family Care Act. The City and the employees shall each pay the portion of the premium for the Paid Family Medical Leave (PFML) program benefits as set forth in RCW 50A.04.

–ARTICLE 20 • CONTINUATION OF BENEFITS DURING MILITARY LEAVE–

20.01 USERRA Health Care Coverage. Under the Uniformed Services Employment and Reemployment Rights Act (USERRA), when a person is absent from employment by reason of service in the uniformed services, the

person may elect to continue coverage under the health plan provided through their employment for up to 24 months on a self-pay basis. This includes health care coverage for the employee and/or the employee's dependents. Because the City recognizes that it may place a financial burden on the employee to continue such coverage on a self-pay basis, the City agrees to offer dependent coverage during military leave as specified in this Article.

20.02 City-Paid Dependent Coverage. For any employee who meets the below eligibility requirements, and who chooses to continue the current health care coverage for his/her dependents while on military leave, the City agrees to continue to pay the employer portion of the health insurance premiums for the dependents while the employee is on active military duty.

20.03 Eligibility Requirements.

A. The employee must be military retired or a military reservist who is ordered to report for involuntary active military duty by the United States government, (this may include being a member of the Army, Navy, Air Force, Marine Corps, Coast Guard and their Reserves; the Army and Air National Guards; the Public Health Service commissioned corps; and other categories designated by the President of the United States); and

B. The involuntary active military duty requires the employee to take a leave of absence from his or her City position; and

C. The employee has exhausted annual paid military leave as provided by RCW 38.40.060; and

D. The employee continues to contribute the employee portion of health insurance premiums for dependents as though the employee were still working.

20.04 Definitions.

"Employer portion of health care benefits" means the City will continue to pay the same portion of premiums for health insurance coverage currently held by the employee's dependents as though the employee were still working full-time, plus the two percent administrative fee for USERRA continuation coverage.

20.05 Procedures.

A. An employee who meets the above eligibility requirements who wishes to continue the current health care coverage for his/her dependents during military leave under this Article must submit a written request to the Human Resources Department with as much advance notice as is reasonably possible upon learning of scheduled military duty. The written request must include an attachment of military orders or such

documentation of the upcoming period of active military duty as is readily available. The written request and documentation must be submitted prior to the military leave unless military authorities determine that military necessity precludes the employee from giving prior notice or it is otherwise impossible or unreasonable for the employee to provide such notice.

B. The employee called to active military duty may exercise this option for a maximum of 24 months, or the length of the active duty, whichever is less.

–ARTICLE 21 • MISCELLANEOUS CONDITIONS–

21.01 Severability. Should any provision of this Agreement, or its application to any person or circumstance, be held invalid by any court of competent jurisdiction, the remaining portions of this Agreement, or the application of provisions to any other person or circumstance shall be unaffected, and shall remain in full force and effect. Upon request of either party, the parties agree to meet and negotiate whether such invalid provision should be amended or replaced.

21.02 Entire Agreement. The Agreement expressed here in writing constitutes the entire agreement between the parties and no express or implied statement or previous statement shall add to or supersede any of its provisions. The City and the Guild may meet to discuss non-mandatory subjects of bargaining as mutually agreed upon.

21.03 Labor Management Committee. A Labor Management committee may be formed from time to time. Said committee will meet upon mutual agreement for the purpose of discussing issues that may arise between the parties.

–ARTICLE 22 • DURATION OF AGREEMENT–

22.01 This Agreement shall be effective from January 1, 2020, through December 31, 2022.

22.02 Contract Negotiations – This Agreement shall remain in full force and effect during the period of negotiations for a successor Agreement or, after December 31, 2022, until after thirty days written notice is given by either party to terminate this Agreement.

Dated this 4th, March, 2020.

LAKEWOOD POLICE
MANAGEMENT GUILD

Chris Lawler, Guild President

Guild Vice President

APPROVED BY CITY COUNCIL
CITY OF LAKEWOOD

John J. Caulfield, City Manager

ATTEST:

Briana Schumacher, City Clerk

APPROVED AS TO FORM:

~~Heidi~~ Ann Wachter, City Attorney

APPENDIX A

2020 HEALTH INSURANCE MONTHLY PREMIUM RATES

For LPMG

HEALTHFIRST 250

Coverage	2020 Rate (0% increase)	City Premium	City 457/FSA Contribution	City's Total Cost (0% increase)	Monthly Employee Premium	Semi-Monthly Employee Premium
Employee Only	$743.23	$743.23	$23.60	$766.83	$0.00	$0.00
Employee/Spouse	$1,492.69	$1,373.36		$1,373.36	$119.33	$59.66
Employee/Spouse/1 Child	$1,861.90	$1,719.05		$1,719.05	$142.85	$71.42
Employee/Spouse/2+ Children	$2,167.13	$2,017.18		$2,017.18	$149.95	$74.97
Employee/1 Child	$1,112.44	$1,112.44	$0.07	$1,112.51	$0.00	$0.00
Employee/2+ Children	$1,417.67	$1,410.65		$1,410.65	$7.02	$3.50

HIGH DEDUCTIBLE HEALTH PLAN

Coverage	2020 Rate (0% increase)	City Premium	City HSA Contribution	City's Total Cost (0% increase)	Monthly Employee Premium
Employee Only	$516.83	$516.83	$250.00	$766.83	$0.00
Employee/Spouse	$1,040.03	$1,040.03	$333.33	$1,373.36	$0.00
Employee/Spouse/1 Child	$1,302.38	$1,302.38	$416.67	$1,719.05	$0.00
Employee/Spouse/2+ Children	$1,517.18	$1,517.18	$500.00	$2,017.18	$0.00
Employee/1 Child	$779.18	$779.18	$333.33	$1,112.51	$0.00
Employee/2 Children	$993.98	$993.98	$416.67	$1,410.65	$0.00

KAISER 200

Coverage	2020 Rate (1.9% increase)	City Premium	City 457/FSA Contribution	City's Total Cost (0% increase)	Monthly Employee Premium	Semi-Monthly Employee Premium
Employee Only	$619.34	$619.34	$147.49	$766.83	$0.00	$0.00
Employee/Spouse	$1,228.35	$1,228.35	$145.01	$1,373.36	$0.00	$0.00
Employee/Spouse/1 Child	$1,539.11	$1,539.11	$179.94	$1,719.05	$0.00	$0.00
Employee/Spouse/2+ Children	$1,849.87	$1,849.87	$167.31	$2,017.18	$0.00	$0.00
Employee/1 Child	$930.10	$930.10	$182.41	$1,112.51	$0.00	$0.00
Employee/2+ Children	$1,240.86	$1,240.86	$169.79	$1,410.65	$0.00	$0.00

Health care FSA contributions exceeding $500 annually will be added to employee's pay.

Washington Dental Services Plan E

Coverage	2020 Rate (0% increase)	City Premium	Employee Premium
Employee Only	$48.69	$48.69	$0.00
Employee/1 Dependent	$90.53	$90.53	$0.00
Employee/2+ Dependents	$148.87	$148.87	$0.00

Ortho Plan II

Coverage	2020 Rate (0% increase)	City Premium	Employee Premium
Employee Only	$0.00	$0.00	$0.00
Employee/1 Dependent	$0.41	$0.41	$0.00
Employee/2+ Dependents	$19.36	$19.36	$0.00

Vision Service Plan			
Coverage	2020 Rate (0% decrease)	City Premium	**Employee Premium**
Employee Only	$7.72	$7.72	$0.00
Employee/1 Dependent	$15.44	$15.44	$0.00
Employee/2 Dependent	$23.16	$23.16	$0.00
EAP for Employees without City Medical Insurance			
Coverage	2020 Rate (0% increase)	City Premium	**Employee Premium**
Full Family	$1.49	$1.49	$0.00

HealthFirst & Kaiser premiums: According to the collective bargaining agreement (2016-2019), the City contributes the equivalent of the HDHP premium + HSA contribution with any difference up to $500 deposited to an FSA for the employee as allowed by IRS rules or to the employee's 457 deferred compensation account (employee's choice).

benefits/premium rates/2020/LPMG 10-22-19

APPENDIX B

COLLISION REVIEW PROCESS

1. The parties hereby adopt the following policy:

The Lakewood Police Department recognizes the necessity to administratively review collisions involving LPD employees and vehicles, and take necessary action to minimize the dangers to employees and the public. To that end, the Collision Review Process is established.

A. Reports at the time of the collision:

1. The employee/driver will complete the City of Lakewood Vehicle Accident Report form. No General Report is written.

2. The officer investigating the collision shall complete the State Collision Report, if appropriate. The State Collision Report will be for internal use only and the involved employee's date of birth and driver's license number will be excluded. Collisions involving injuries or reportable levels of damage will be investigated by a traffic officer certified in advanced collision investigation.

3. The lieutenant involved in the collision shall forward copies of all reports to the Traffic Section Sergeant prior to the end of the shift during which the collision occurred.

B. Review Process: Collisions involving LPD vehicles assigned to lieutenants are reviewed by the Assistant Chief of Police, who shall:

1. **Determination:** Make an initial determination regarding whether the collision was non-preventable or preventable.

   a. Non-preventable: The employee/driver could not have reasonably prevented the collision.

   b. Preventable: The employee/driver could have taken reasonable action or measures that would have prevented the collision from occurring.

   c. Criminal Violations: Collisions resulting in alleged criminal violations of the Revised Code of Washington, as determined by the initial collision investigation, shall be reviewed by the Assistant Chief of Police regardless of their non-preventable or preventable nature. Such incidents will be referred to the Professional Standards Section for investigation.

2. **Non-Preventable:** If the collision is initially determined to have been non-preventable, the Assistant Chief of Police will forward this recommended finding to the Police Chief for review. If the recommendation of non-preventable is approved, the Assistant Chief of Police will notify the employee/driver of the determination within one week of the collision. No further corrective action shall be taken by the Department. If the recommendation is reversed, procedures in paragraph 3 and forward will be followed.

3. **Preventable:** If the collision is determined to have been preventable, the Assistant Chief of Police shall:

   a. **Categorize:** Make an initial determination as to whether the preventable collision was Category 1 or Category 2.

      1. Category 1: Non-chargeable (not an infraction), at fault collision (i.e. hitting a pole or backing into a car in a parking lot).

      2. Category 2: Chargeable (an infraction was committed), at fault collision (i.e. Failure to Yield Right of Way, Unsafe U-Turn).

   b. **Disciplinary Recommendation:** Once a preventable collision has been categorized, the Traffic Section Sergeant shall forward the investigation to the Assistant Chief. The Assistant Chief will then review the Collision Review Discipline Matrix and make a disciplinary recommendation to the Chief of Police based upon the Matrix.

C. **Procedures:** Within one week of receipt of the investigation the Assistant Chief shall notify the employee/driver determined to have had a preventable collision of the following:

   1. That the collision has initially been determined to be preventable.

   2. What category the collision was determined to be.

   3. What corrective action/training shall be required, if any.

   4. What disciplinary recommendation shall be made to the Chief of Police.

   5. The employee/driver may accept the disciplinary recommendation contingent upon the Chief of Police accepting the disciplinary recommendation. If the employee/driver accepts the recommendation they shall waive their right to a pre-disciplinary hearing with the Chief of Police. If the Chief of Police does not accept the disciplinary recommendation as stated to the employee/driver, the employee/driver

shall retain all rights and protections afforded by law and the collective bargaining agreement (if applicable); **or**

6. The employee/driver may reject the disciplinary recommendation within one week of being notified of the initial determination, and request further review by a Collision Review Board.

D. Composition of the Collision Review Board: The board members and Guild observer are selected by the Assistant Chief, who convenes the board within one month of the employee/driver requesting the board. The board will be comprised as follows:

1. Assistant Chief

2. Collision Investigator (advanced level or higher, not the officer who investigated the collision)

3. EVOC Instructor

4. Peer member of the employee/driver

5. Guild representative (non-voting)

E. Procedures:

1. The Board is facilitated by the Assistant Chief; it considers all reports and evidence. At the discretion of the Assistant Chief, the Board may require the employee/driver, or other employee witnesses, to appear before the Board. If the employee/driver is not directed to appear before the Board, the employee/driver may, at their option, appear before the board to explain the circumstances regarding the collision.

2. The Board will reach a determination regarding the collision:

   a. Non-preventable: The employee/driver could not have reasonably prevented the collision. No further action is taken by the Board regarding non-preventable collisions.

   b. Preventable: The employee/driver could have taken reasonable action or measures that would have prevented the collision from occurring.

3. If the Board determines that a collision was preventable, the Board then categorizes the collision as described below:

   a. Category 1: Non-chargeable (not an infraction), at fault collision (i.e. hitting a pole or backing into a car in a parking lot).

b. Category 2: Chargeable (an infraction was committed), at fault collision (i.e. Failure to Yield Right of Way, Unsafe U-Turn).

4. Collisions resulting in alleged criminal violations of the Revised Code of Washington, as determined by the initial collision investigation, shall not be reviewed by a Collision Review Board regardless of their non-preventable or preventable nature. Such incidents will be referred to the Professional Standards Section for investigation.

F. Board Review: The Assistant Chief convening the Collision Review Board will review the Board's findings and take the following actions:

1. Non-Preventable: If the collision was found to be non-preventable, no further action will be taken and the investigation packet will be forwarded to the Traffic Section Sergeant for retention.

2. Preventable: If the Board determined the collision to be preventable, the Assistant Chief will make a discipline recommendation to the Chief of Police, based on the Collision Review Discipline Matrix. Placement on the matrix may be higher or lower than the collision dictates based on exigent or mitigating circumstances.

3. Once the Chief of Police has received the recommendations of the Collision Review Board, and prior to any disciplinary action being taken by the Chief of Police, the employee/driver shall be allowed a pre-disciplinary hearing with the Chief of Police or Acting Chief of Police. The finder of fact shall not be the person making the discipline decision.

G. Collision Review Discipline Matrix:

1. An employee's preventable collision history shall be considered for only thirty-six months prior to the date of the collision.

2. Vehicle removal requires that an employee leave their assigned vehicle parked at the Lakewood Police Department Headquarters when not on duty.

3. Vehicle removal does not start until the vehicle has been repaired and returned to service, or replaced.

4. Once the Administrative Review is completed and discipline has been determined, the investigative packet will be forwarded to the Professional Standards Section for processing and retention.

5. The Chief reserves the right to require additional driver's training for the employee/driver regardless of placement in the disciplinary matrix.

2. Collision Review Discipline Matrix:

Collision	Category 1	Category 2
1	Not reportable: Counseling Reportable: Oral Reprimand	Written Reprimand
2	Written Reprimand	Vehicle removed for one work week
3	Vehicle removed for one work week	Vehicle removed for 2 weeks and 10 hour suspension; **or** Vehicle removed for 1 month; **or** 20 hours of suspension
4	Vehicle removed for 2 weeks; **or** 10 hour suspension	Vehicle removed for three months; **or** Vehicle removed for 1 month and 40 hours of suspension