

RESOLUTION NO. 1846

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKE FOREST PARK, WASHINGTON, AUTHORIZING
THE MAYOR TO SIGN A COLLECTIVE BARGAINING
AGREEMENT BETWEEN THE CITY OF LAKE FOREST
PARK AND THE LAKE FOREST PARK POLICE GUILD**

WHEREAS, the Administration began negotiations with the Lake Forest Park Police Guild on July 7, 2021 to reach agreement on a successor contract with the Guild; and

WHEREAS, the City Administration and Police Guild have bargained in good faith and reached agreement on a three year contract for the term January 1, 2022 through December 31, 2024.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lake Forest Park, as follows:

Section 1. CITY COUNCIL RATIFIES COLLECTIVE BARGAINING AGREEMENT . The City Council of the City of Lake Forest Park authorizes the Mayor to execute the Collective Bargaining Agreement by and between the City of Lake Forest Park and Lake Forest Park Police Guild, dated January 1, 2022 through December 31, 2024, in the form ratified by the Guild on April 13, 2022.

Section 2. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 12th day of May, 2022.

APPROVED:



Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:



Matthew McLean
City Clerk

FILED WITH THE CITY CLERK: April 22, 2022
PASSED BY THE CITY COUNCIL: May 12, 2022
RESOLUTION NO.: 1846

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

CITY OF LAKE FOREST PARK

AND

LAKE FOREST PARK POLICE GUILD

(REPRESENTING THE LAW ENFORCEMENT EMPLOYEES)

January 1, 2022 through December 31, 2024

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COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
CITY OF LAKE FOREST PARK
AND
LAKE FOREST PARK POLICE GUILD

PREAMBLE

This Agreement is made and entered into pursuant to RCW Chapter 41.56 by and between the City of Lake Forest Park, a municipal corporation of the State of Washington, hereinafter known as the "City" or "Employer," and the Lake Forest Park Police Guild, hereinafter known as the "Guild," for the purpose of setting forth the wages, hours, and working conditions which will be in effect during the term of this Agreement for employees included in the bargaining unit described in Article 2 below.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Guild; to provide for contractual conditions of work; to establish agreed standards of wages and hours; and to achieve peaceful, rapid, and inexpensive adjustment of any differences which may arise in accord with the terms of this Agreement.

ARTICLE 1 CLAIMS AND ALLEGATIONS

- 1.1 An employee who believes that he or she has been the subject of unlawful discrimination on the basis of political affiliation, age, sex, marital status, race, creed, color, religion, national origin, disability or activity protected by RCW 41.56 or other applicable Federal Law may process such complaints through the Grievance Procedure of this Agreement.
- 1.2 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.
- 1.3 Further, this Agreement shall not cover: those matters for which the Washington State Department of Labor & Industries rules and regulations provide relief; City, State or Federal "whistleblower" statutes and ordinances; or matters exclusively subject to Civil Service rules and regulations.

ARTICLE 2 RECOGNITION

- 2.1 The City recognizes the Guild as the sole and exclusive bargaining representative for the purpose of negotiations concerning wages, hours and working conditions for police department personnel, including: police officers, corporals, sergeants, support service officers, and records clerks.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.1 The Guild recognizes that the City maintains certain inherent "management rights" and that the rights not specifically limited herein are reserved to the City. These management rights include but are not limited to:
 - 3.1.1 Any and all rights concerned with the management and operation of the Police Department are exclusively that of the Employer unless otherwise provided for in the terms of this Agreement.

- 3.1.2 The Employer has the authority to adopt rules for the operation of the Police Department and the conduct of its Employees, provided such rules are not in conflict with the provisions of this Agreement, Civil Service Rules, or applicable law.
- 3.1.3 The Employer has the right to discipline, temporarily lay off or discharge employees for reasonable and just cause; assign work and determine duties of Employees; schedule hours of work; determine the number of personnel to be assigned duty at a given time and perform all other functions not otherwise expressly limited by this Agreement, Civil Service Rules, or applicable law.
- 3.1.4 Subject to the provisions of this Agreement, the Employer has the right to schedule work as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and personnel and public safety.
- 3.1.5 Incidental duties connected with operations enumerated in job descriptions may not be specifically described.
- 3.1.6 The Employer has the right to recruit, assign, transfer, or promote employees to positions within the Department.
- 3.1.7 The Employer has the right to determine methods, means and personnel necessary for departmental operations.
- 3.1.8 The Employer has the right to control the departmental budget, and to lay off any employee as a result of budgetary limitations, or lack of work or good faith reorganization for efficiency.
- 3.1.9 The Employer has the right to take whatever actions are necessary in emergencies in order to assure the proper functioning of the Department.
- 3.2 Provided nothing contained herein shall be construed as a waiver of the Guild right to require bargaining concerning mandatory subjects of bargaining.

ARTICLE 4 GUILD MEMBERSHIP, DUES DEDUCTION, AND UNION ORIENTATION

- 4.1 Guild Membership: Employees in the bargaining unit may voluntarily join the Guild, including payment of Guild dues in accordance with Article 4.2 below. The City and Guild recognize it is not a condition of employment to become a Guild member, however, the Guild encourages all employees to join the Guild for purposes of solidarity, employee benefits, and job security. The City agrees to remain neutral with regard to Guild membership.
- 4.2 Dues Deductions: For those employees who affirmatively consent and provide written authorization to the City, the City will deduct monthly Guild dues and initiation fees uniformly required of membership. The City shall be allowed a reasonable period of time, subject to its regular payment of claims and warrants, in which to commence such deduction. Employees who withdraw consent shall notify the Guild, the Guild shall then notify the City of the same, and the City will stop deducting dues by the next payroll period or as soon as practicable.
- 4.6 Hold Harmless: The Guild shall indemnify and hold the City harmless from any and all liability arising as a result of administration of the membership provisions and dues deductions provisions in this Article.
- 4.7 Guild Orientation: Per RCW 41.56.037, the City will schedule a 30-minute meeting to provide the Guild access to new bargaining unit employees within ninety (90) days of the employee's hire date. This meeting is optional for employees. These meetings may take place during the City's New Employee Orientation, in small groups, or individually. The meeting will occur during work hours at the regular worksite of the employee.

ARTICLE 5 GUILD ACTIVITY

- 5.1 Conduct of Guild Business: Guild business such as handling grievances and other legitimate routine matters may be conducted on the City premises only with advance approval of the City and further provided that such business does not, in the opinion of the City, interfere with Police Department operations or other City functions. Scheduled Guild meetings may be held in City facilities subject to the foregoing. Use of Police Department premises shall be subject to the approval of the Police Chief or designee; other City facilities shall be subject to approval of the Mayor, City Administrator or other designee. This Article shall not give rise to a specific right on the part of the Guild to conduct a certain number of meetings or certain specified activities on the premises. All minor and miscellaneous Guild business conducted on premises shall be conducted during off-duty time for the employees involved, taking 20 minutes or less.
- 5.2 Guild Representatives: The Guild shall provide written notice to the City of the names of the officials authorized to represent the Guild immediately upon their election or appointment. The City will allow such authorized representatives reasonable access to Guild members for purposes of handling grievances and other legitimate Guild business provided that such access shall not take more than a reasonable time for any person who is on duty; shall not interfere with the work and duties of the Guild employee; shall be subject to approval of the Chief or designee. The Police Chief may grant an employee who is also a Guild representative reasonable release time, while on duty, for the purpose of handling grievances and other legitimate Guild business, provided that such release time does not unreasonably interfere with the work and duties of the representative or other on-duty employees. For the purpose of negotiating a successor Agreement, the City shall permit up to three (3) representatives paid release time for the purpose of attending negotiations.
- 5.3 Bulletin Boards: The Employer shall provide space for a bulletin board which may be used by the Guild.
- 5.4 Educational Meetings: The Employer agrees to allow two members of the Guild, as selected by the Guild, unpaid leave of absence, to take up to four (4) days per calendar year, for the purpose of attending training session related to Guild representation, provided that any such unpaid leave shall be scheduled at least thirty (30) days in advance and shall be subject to scheduling limitations of the Police Department. In the event that release of two members shall cause a hardship on police staffing, the City shall be under no obligation to provide or allow for such release.

ARTICLE 6 HOURS OF WORK

- 6.1 For sergeants and patrol officers, 12-hour shifts shall apply which shall be scheduled from: (a) 06:00 to 18:00; (b) 18:00 to 06:00; (c) 15:00 to 03:00; or as otherwise mutually agreed upon. The shift cycle shall be three (3) days on followed by three (3) consecutive days off. This shift cycle may be adjusted to an alternative shift cycle if the Employer provides at least 30 calendar days' of notice to the Guild. The shift cycle may also be adjusted to an alternate shift cycle by the employer after furnishing fourteen (14) calendar days' notice to the employee under the following circumstances:

- For an employee's mandatory training, where the shift cycle adjustment affects only the employee attending the training and such adjustment is for a temporary duration; or
- For special details where the adjustment is only for a temporary duration.

For purposes of this section, "mandatory training" is defined as training required for employee certification, Department accreditation, when required by the Department to fill anticipated specialty assignment vacancies, and identified in the annual training plan.

For purposes of this section, a "temporary duration" is defined as a period of time no more than two (2) consecutive shift cycles. Employer-initiated shift cycle adjustments are limited to

a total of two (2) shift cycle adjustments per year, per employee. Shift cycle adjustments may not impact any pre-approved time off.

For purposes of this section, "special details" are defined as policing assignments outside of normal patrol functions, created to address criminal activity in the community or other emergent issues. This section shall not displace those assignments which receive overtime funding from an outside entity or state/federal grant funding.

- 6.2 Each officer shall be entitled to one-half (1/2) hour meal period. There shall be a minimum of seven (7) and one-half (1/2) hour separation between shifts.
- 6.3 At the beginning of each calendar year, twelve (12) hour shift employees shall receive one hundred and ten (110) hours of Kelly time. Kelly time may be taken at any time in the calendar year upon approval from the Chief or designee. Should an employee sever employment with the City with Kelly time owing, it will be deducted from any final payout. All regular employees shall be compensated in cash, at their base wage rate of pay as listed on Appendix A, for any accrued but unused Kelly time that has been earned and accumulated during the calendar year when they are permanently separated from the City.
- 6.4 Detectives, Administrative Sergeants, and Special Assignments such as Traffic, CRO, or K-9 shifts shall be eight (8), ten (10), or twelve (12) hour shifts if mutually agreed. Shift lengths may be modified upon approval of the Chief or designee.

The assigned shift schedule for employees designated in Paragraph 6.4 above, as well as employees assigned to the SWAT team, may vary during shift cycles in which they attend mandatory training, special details, or a preplanned deployment that is scheduled at least fourteen (14) calendar days prior to the training/special detail/deployment. In the event of such scheduled mandatory training, special detail, or preplanned deployment, the affected employee and his/her supervisor will mutually agree to deviations from the employee's regular shift cycle to avoid the occurrence of unnecessary overtime.

- 6.5 For records personnel, eight (8) hour shifts shall apply which shall be scheduled from 08:00 to 17:00 (with a one (1) hour unpaid meal break) Monday through Friday. Support Services Officer will work an eight (8) hour shift with a half-hour (1/2) unpaid meal break during the eight (8) hour day from 09:00 to 17:00 Monday through Friday. Shift schedules for records and support staff may be modified by mutual agreement.
- 6.6 In the event of a shift schedule change, not the result of an emergency or a mutual request between employees, the Employer shall be required to pay overtime for any changed hours with less than seventy-two (72) hours' notice.
- 6.7 Employees will be allowed to flex their hours of work to attend voluntary training. Training may be denied if an employee does not flex his or her work schedule.
- 6.8 Volunteer training is any pre-approved educational course, conference, seminar, briefing, convention, or other function of a similar nature (excluding the Basic Law Enforcement Academy) intended to improve, maintain, or upgrade the employee's certifications, skills, or professional abilities. The City may adjust an employee's regularly scheduled shift for educational purposes, including associated travel time, to avoid payment of overtime or shift adjustment pay. If the training, including travel time, exceeds the employee's adjusted work week, then the employee shall receive either their applicable overtime rate or compensatory time off. Travel time to/from training shall be paid based on the minimum requirements of the FLSA.

ARTICLE 7 OVERTIME

- 7.1 Overtime Defined: Overtime is all required and specifically authorized work performed in excess of an employee's normal daily work schedule or work exceeding forty (40) hours in any workweek. All overtime shall be pre-approved by a supervisor when practicable and reported on forms to be provided by the Department. Overtime shall be taken and paid in increments of 15 minutes, only. Sick leave, compensatory time, vacation time, and holiday time (including floating holiday time) off shall apply as time worked for purposes of calculating overtime.
- 7.1.1 A 207(k) exemption to the FLSA is agreed for 12-hour shift employees. For purposes of the 207(k) exemption, 12-hour shift employees will be on a 24-day cycle in which they work 144 regularly scheduled hours, three (3) days on followed by three (3) days off. Overtime for 12-hour shift employees shall be incurred for work in excess of the employee's normal daily schedule or in excess of the work cycle.
- 7.2 Overtime Compensation: Overtime work shall be compensated for at the rate of one and one-half times an employee's regular hourly rate of pay, that is, the base wage rate of pay plus any special pays for longevity, education or extra duty assignments, in cash, or, if the employee does not elect cash payment, then the employer may choose either a cash payment or compensatory time-off at the rate of one and one-half (1 and 1/2) times per hour worked, provided the employee shall have the sole discretion to choose comp time until the employee has accumulated two hundred (200) hours in his/her bank.
- 7.3 Limitations on Overtime: An employee shall be allowed to accrue a maximum of 200 hours of banked compensatory time. An employee may require the City to purchase up to eighty (80) hours of compensatory time per year. The City may, elect to purchase up to eighty (80) hours of the employees compensatory time per year, provided the Employer's action will not drop the employees compensatory time balance below eighty (80) hours.
- 7.4 Accrued Unpaid Overtime: Requests to take accrued unpaid compensatory time shall be granted unless to do so would unnecessarily disrupt the Department operations, as determined by the Chief or Chief's designee.
- 7.5 Call In Overtime: Any time an Employee is called in to work, the employee shall be guaranteed a minimum of three (3) hours pay at one and one half times the employee's regular hourly rate of pay or compensatory time off.
- 7.6 Court and/or Subpoenaed Appearances: An employee who appears in Court or responds to a subpoena on behalf of the City shall receive a minimum of three (3) hours of overtime compensation for such appearance. An employee is not entitled to the three (3) hour minimum if the appearance begins during an employee's paid shift, provided the employee is paid at the overtime rate for all time spent beyond the employee's regular shift.
- 7.7 Overtime Awards & Scheduling:
- a. General Overtime: All overtime shall be first offered to employees at the top of the overtime list. Employees offered overtime will have twenty-four (24) hours to call in and accept the overtime before the supervisor continues down the list.
- b. Short Notice/Emergency Overtime: All overtime with less than a 72-hour notice, such as shift extension or emergency, will be granted to bargaining unit members on a first to accept basis. Agreement by bargaining unit members to fill a short notice overtime need will not alter their status on the General Overtime sign up. An emergency, for purposes of this subsection, is defined as an immediate and unforeseen threat to public safety, e.g. earthquake, plane crash, flood, etc. For short notice overtime, the supervisor will start at the top of the list and proceed down the list until someone is contacted and accepts the overtime. After a short-term overtime assignment has been accepted, the supervisor will offer the next person on the list in

order of appearance the next short-term overtime shift. If nobody wants the overtime, the least senior officer will be assigned the overtime.

c. If the short-notice overtime shift is due to start in less than six hours, the Employer may conduct a shift extension as long as the overtime shift does not exceed six (6) hours.

ARTICLE 8 HOLIDAYS

8.1 Paid Holidays: The following days shall be recognized and observed as paid holidays:

Recognized Holiday	Observed Date
New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in Sept.
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in Nov.
Day After Thanksgiving	Fourth Friday in Nov.
Christmas Day	December 25

8.2 Work on Paid Holiday: Employees who are required to work on the above listed holidays shall be paid one and one-half (1 1/2) times the employee's regular hourly rate of pay as defined in Article 7.2. Commissioned employees assigned to the traffic, K-9, and detective units may schedule their holiday day off on a different date than the observed holiday with advance approval by the Chief of Police or designee.

Employees who elect to receive comp time for working a holiday shall receive their regular rate of pay for all time worked in addition to 1/2 time worked credit to the employee's comp time bank.

8.3 Employees who are called in on a holiday referenced in Article 8.1 shall receive a minimum of three (3) hours of compensation at the rate of two (2) times the employee's regular rate of pay or the employee may opt for a comp time equivalent. Employees who work overtime on a holiday shall receive two (2) times the employee's regular rate of pay or the employee may opt for a comp time equivalent.

8.4 Floating Holidays: Any employee who has completed six (6) months of service shall be given sixteen (16) hours of floating holiday time each year. An Employee may take said floating holiday hours at such time as is mutually agreeable to both Employee and the Department Head or designee. If no mutually agreeable time is found, the employee may elect to cash out at the base wage rates listed in Appendix A or add the holiday hours to their vacation bank or compensatory time bank by the end of each calendar year. See compensatory time cash out provisions in Article 7.2 and vacation cash out provisions described in Article 9.3.

8.5 Employees shall receive 96 hours of paid holiday leave per year. When an employee requests paid time off, the employee shall specify which bank or banks of leave are to be used. For example, if a 12 hour shift employee wants to take a paid day off, the employee can specify many different combinations of leave for pay which include the following: 8 hours holiday plus 4 hours vacation; 8 hours holiday plus 4 hours compensatory time; or just 12 hours of holiday leave. If the 12 hour shift employee applies for 8 hours of holiday only, the employee will only receive 8 hours of pay for that shift, and nothing more. Likewise, if a 12 hour shift employee requests a paid Kelly Day or vacation day off, and wants to be compensated for all 12 hours of the shift, the employee shall specify a sum total of 12 hours of leave to be deducted from his/her bank(s).

- 8.6 Accrued Holiday Hours – Holiday hours may be taken at any time in the calendar year upon approval from the Chief or designee. Should an employee sever employment with the City with holiday time owing, it will be taken from any final payout.
- 8.7 All regular employees shall be compensated in cash, at their base wage rate of pay as listed in Appendix A, for any accrued but unused holiday time not to exceed eighty (80) hours when they are permanently separated from the department. Per Article 8.4, on January 1 of each calendar year, employees earn sixteen (16) hours of personal/floating holiday time. The other holiday hours are considered accrued on or after the date of the holiday specified by Article 8.1 of this Agreement.

ARTICLE 9 VACATION LEAVE

- 9.1 Vacation: Employees shall accrue the following vacation leave with pay based upon their length of service with the Employer.

Length of Service	Annual Vacation Time Accrued
1 st through 48 th month	96 hours
49 th through 84 th month	120 hours
85 th through 120 th month	128 hours
121 st through 144 th month	152 hours
145 th through 180 th month	160 hours
181 st through 216 th month	176 hours
217 th month and more	192 hours

- 9.1.1 Annual leave with pay shall be allowed for each new Employee upon the completion of six (6) months of service. After six (6) months of service, each Employee shall be allowed to take vacation up to the amount of vacation time accrued. For purposes of providing annual vacation time accrual applicable to lateral new hires, the City may substitute length of continuous service with the Employer with length of continuous service in law enforcement.
- 9.2 Vacation Scheduling/Time-off Request: Employees may schedule vacation time off in accordance with the following rules:
- a. Employees may schedule time off until minimums are reached in each of the following work groups: each Patrol squad, Investigations, Records and Support Services.
 - b. Time off will be awarded to the employee requesting the time off first (first come = first served).
 - c. If a conflict exists between employees requesting the same time off because minimums will be reached, the time off will be granted by seniority.
 - d. Each employee will work with his or her supervisor to make the selection.
 - e. The employee is only guaranteed time off in the selected ("picked") period, not days before or after the selection.
 - f. All employees must receive the Chief's approval to take more than three (3) consecutive weeks of vacation.
 - g. For records employees, vacation will be scheduled by seniority
- 9.2.2 Sergeants: The time which a Sergeant may take vacation shall be determined by the Chief or designee and shall be based upon seniority within class.

- 9.3 Vacation Accrual: The maximum vacation accrued/banked shall be 240 hours. All regular employees shall be compensated in cash, at their base wage rate of pay as listed on Appendix A, for any unused accumulation of vacation up to 240 hours when they are permanently separated from employment.
- 9.4 Vacation Cancellation: Once scheduled, a vacation shall not be canceled except in case of an actual emergency. Should a vacation be canceled due to a City declared emergency, the City shall reimburse the Employee for all non-recoverable costs, including the cost of transportation, not to exceed a total of \$500.00.

ARTICLE 10 OTHER LEAVE

- 10.1 Bereavement Leave - Definition: Immediate family member shall mean only the Employee's husband, wife, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson, granddaughter, step-children, or domestic partner.
- 10.2 Bereavement Leave - Duration: In the event of the death of a member of the Employee's immediate family, the Employee shall be allowed to remain away from employment as follows:
- 10.2.1 Up to three (3) days off, to be taken as paid bereavement leave, with additional days, at the discretion of the Chief or designee, to be charged to accrued sick leave, overtime, uncompensated time, or vacation time. One day off with pay will also be granted in the event of the death of a relative who is not a member of the immediate family as defined above.
- 10.3 Bereavement Leave Notification: All bereavement leave shall be by notification and arrangement between the Employee and the Police Chief or designee.
- 10.4 Jury Duty: An Employee shall be granted leave of absence with pay for the purpose of reporting to Jury Duty. Any juror fees received shall be assigned to the City.
- 10.5 Emergency Leave: In the event of an unforeseen emergency which requires the absence of the employee from work, emergency leave shall be granted at the discretion of the Chief or Chief's designee. Such emergency leave shall be charged to an employee's unused vacation/holiday or compensatory time leave balance. Emergency leave shall be utilized only in instances where leave time is necessary but is not provided for elsewhere in the contract.
- 10.6 Sick Leave: Sick leave with pay shall accrue for employees at the rate of eight hours of leave for each full calendar month of the employee's service. There shall be a cap on the number of sick leave hours a member may carry over to the following calendar year, which shall be a maximum of 1,140 hours. The cap for cash-out calculation of any unused sick leave shall be limited to a maximum of 960 hours. Employees who are granted vacation or sick leave shall continue to accrue sick leave at the regular prescribed rate during such absence. An employee eligible for sick leave with pay shall be granted such leave for the following reasons:
- 10.6.1 Illness or physical incapacity. If the Chief or designee has reasonable cause to believe that an Employee is abusing sick leave, the Chief or said designee may ask for a written statement from a medical doctor verifying such illness.
- 10.6.2 Forced quarantine in accordance with community health requirements.
- 10.6.3 Care of a child of the employee with a health condition that requires treatment or supervision.
- 10.6.1 An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;

- 10.6.2 To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a Family Member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care; and
- 10.6.3 When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
- 10.6.4 An employee is authorized to use paid sick leave for absences that qualify for leave under the Domestic Violence Leave Act, chapter 49.76 RCW.
- 10.6.5 For purposes of this Article, "Family Member" means:
- a. A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
 - b. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
 - c. A spouse;
 - d. A registered domestic partner;
 - e. A grandparent;
 - f. A grandchild; or
 - g. A sibling.
- 10.7 Sick Leave – Notification: An employee intending to request sick leave shall inform the Police Chief or his designee of the fact and the reason therefore as soon as possible, at least one hour prior to their next scheduled work shift, or soon as practicable if one-hour notice cannot be provided.
- 10.8 Sick Leave - Physician's Certificate: Following the third consecutive sick leave absence, the City may require the employee to provide a physician's certificate verifying the necessity for sick leave. The City will pay the cost of such verification, if any, unless the same is covered by the applicable health plan.
- 10.9 Sick Leave - Transfers: When an employee is transferred to another position within the City of Lake Forest Park, any unused sick leave shall remain available for use, as necessary.
- 10.10 Family Medical Leave Act: Employees may qualify to take leave under the Federal Family Medical Leave Act of 1993, and RCW 49.78, if such statutes provide for leave, as provided for or hereinafter amended. Employees taking leave under Federal Family Medical Leave Act of 1993, and RCW 49.78, are required to use all accrued leave (sick, vacation, comp time or Kelly hours) concurrently with the leave provided for in the Federal Family Medical Leave Act of 1993, and RCW 49.78 as presently existing or hereinafter amended. The only exception to this requirement will be that an employee taking FMLA leave for new child purposes may request to retain up to 40 hours of accrued sick leave or comp time off for use upon his or her return to active employment.
- 10.11 Unused Sick Leave: All regular employees shall be compensated in cash, at 100% of their base wage rate of pay, for any unused accumulation of sick leave up to a total of 960 hours

when they are permanently separated from employment in accordance with the following payout schedule:

Separation Reason	Percentage of Accumulated, Unused Sick Leave Eligible for Cash Out
Termination	0%
Lay-Off, Separation in Anticipation of Lay-Off	25%
Disability Retirement	100%
Death	100%
Retirement	50%

- 10.12 An employee may transfer any unused sick leave to an employee who has used up all of their sick leave from a serious illness, injury or accident.
- 10.13 The Employer will abide by all State and Federal law s regarding the job rights of reservists and volunteers who are called or volunteer for active military duty. Returning veterans or reservists who comply with such laws shall be reinstated to the prior position (or position of like seniority, status and pay) with the same wage and benefit increases he or she would have earned if employment had not been interrupted by military service.
- 10.14 During the term of this Agreement, upon 30 days' written notice to the Guild, the City has the discretion to reopen this Agreement solely for purposes of bargaining changes to paid leave provided by this Agreement. This reopener is provided in light of potential impacts of Washington's paid sick leave law, Initiative 1433.
- 10.15 Washington Paid Family and Medical Leave Program: The City shall comply with the Washington State Paid Family and Medical Leave (PFML) law (Title 50A RCW) and supporting regulations by either participating in the State-administered program or the City may self-administer the program following approval by the state Employment Security Department (ESD), consistent with the law.

The City has the sole discretion to determine if it will also pay the employee's share of the Paid Family and Medical Leave premium. For reference, in the 2021-2022 biennial, the City has determined that it will pay the employee's share of the premium for all employees from January 1, 2021, through December 31, 2022. Every two years, the City will determine whether or not it will pay the employee share of the Family and Medical Leave premiums when it drafts and approves its biennial budget. It is not a guarantee or Union right that the City will be able to pay the employee share in the future, and at the City's discretion, the employee may be required to pay their share with 30 days' notice to the employee and the Guild.

ARTICLE 11 SENIORITY AND LAYOFF

- 11.1 Seniority - Definition: Seniority shall be defined as the entire period of full-time, fully paid service with the employer, including probationary period.
- 11.2 Seniority - List: The Employer shall establish a seniority list which shall contain date of hire and classification of all regular employees. Said list shall be updated at least once a year and more frequently if needed. The Employer shall provide the Guild with a copy of said list each time the list is updated.
- 11.3 Layoff: In a given class in a department, the following shall be the order of layoff:
- a. Provisional appointees;
 - b. Temporary or intermittent employees not earning service credit;

- c. Probationers (except as their layoff may be affected by military service during probation);
 - d. Regular employees in the order of their length of service, the one with the least service being laid off first. Layoff shall be within a classification, such as, police officers, records or other similar classification.
- 11.4 All employees subject to layoff shall be given 21 calendar days' notice of layoff or pay in lieu thereof. Employees subject to layoff may be allowed to bump the least senior in a different classification upon showing that the employee is capable of satisfactorily performing the duties of the position within sixty (60) days and has greater seniority than the least senior in that classification. Employees subject to layoff shall be placed on a rehire list for a period of two years. Those employees on the rehire list shall be called to return to work as positions become available before the City seeks outside applicants subject to the following:
- 11.4.1 The employee meets all standards and qualifications for the position;
 - 11.4.2 Employees shall be called back in reverse order of layoff;
 - 11.4.3 The laid off employee shall keep the Employer advised of their current address and telephone number;
 - 11.4.4 Notices shall be mailed to the employee's last known address, and the failure of an employee to respond within seven (7) calendar days shall relieve the Employer of all further recall responsibilities.

ARTICLE 12 WAGES

- 12.1 Base wages shall be at the rates set forth in Appendix A.

Commissioned Police Officers

- 12.1.1 Effective January 1, 2022, wage rates shall increase by 3.0%.
- 12.1.2 Effective July 1, 2022, wage rates shall increase by 3.0% for a market adjustment.
- 12.1.3 Effective January 1, 2023, wage rates shall be increased by 3.0%.
- 12.1.4 Effective January 1, 2024, wage rates shall be increased by 3.0%.

Non-Commissioned and Special-Commissioned Employees

- 12.1.5 Effective January 1, 2022, wage rates shall increase by a 4.0%.
- 12.1.6 Effective January 1, 2023, wage rates shall be increased by 3.0%.
- 12.1.7 Effective January 1, 2024, wage rates shall be increased by 3.0%.

ARTICLE 13 RECRUITING INCENTIVE

- 13.1 The City recognizes the importance of recruiting quality candidates for the Police Department. The City shall pay to any employee covered by this Agreement the sum of \$500 for successfully recruiting a lateral entry police officer ("recruited employee"). To be eligible for the recruitment incentive, the recruited employee must successfully complete the probationary

period before the \$500 incentive is paid. The recruited employee shall state in writing the name of the employee responsible for his/her recruitment. Only one incentive shall be paid out per successful recruit.

ARTICLE 14 DEFINED BENEFIT PROGRAM

- 14.1 The City and employees will contribute to a 401(a) defined benefit plan. Each employee has a mandatory contribution rate of 6.2% of gross earnings. The Employer will match mandatory contributions to the 401(a) plan.
- 14.2 Employees are one hundred percent (100%) vested for their employee contributions to the 401(a) plan. Employees shall receive vesting credit in the Employer's contributions according to the following schedule that is based on their length of employment with the City of Lake Forest Park, as follows:

14.2.1

Length of Employment	Vesting Credit
Less than 12 months	0%
12 months	33%
For each additional month through 35 months	2.7917%
36 months and more	100%

ARTICLE 15 DEFINED CONTRIBUTION PLAN

- 15.1 The employees may voluntarily contribute and invest pretax earnings into a 457 defined contribution plan. Participation and contributions to the 457 plan is voluntary.
- 15.2 The City offers matching for employees who voluntarily contribute into the 457 defined contribution plan. The City matches, on a dollar-for-dollar basis, up to fifty dollars (\$50.00) per month.

Example #1 – An employee who contributes \$50 earns a City match of \$50, for a total contribution of \$100.

Example #2 – An employee who contributes \$25 earns a City match of \$25, for a total contribution of \$50.

Example #3 – An employee who contributes \$100 earns a City match of \$50, for a total contribution of \$150.

ARTICLE 16 HEALTH AND WELFARE

- 16.1 For the term of this Agreement, employees shall have their choice of enrollment in two medical plans, subject to enrollment requirements imposed by the insurance carriers: AWC Kaiser \$200 or LEOFF Trust Plan F.

During the term of this Agreement, should the City be at risk of losing coverage for LEOFF 1 retirees, the Agreement shall be reopened for purposes of bargaining replacement medical coverage. In no instance will the City be contractually obligated to continue providing coverage for Guild employees in a manner that results in the loss of coverage for LEOFF 1 retirees based on the choice of plans offered in Article 16.1.

- 16.2 Medical Insurance: For employees enrolled in AWC Kaiser \$200, the Employer agrees to pay 100% of premiums for employee coverage and 90% of premiums for spouse/dependent coverage, without any limit on annual premium increases.

For employees enrolled in LEOFF Trust Plan F or FX, the Employer agrees to pay 100% of premiums for employee coverage and 90% of premiums for spouse/dependent coverage, up to the first eight percent (8%) of any annual premium increase. Should any annual premium increase exceed eight percent (8%), for both employee and spouse/dependent coverage, the Employer and employees shall split 90/10 the increase beyond eight percent (8%).

Premium Cost-Sharing Example: In 2022, assume monthly premiums for LEOFF Trust Plan F employee-only coverage cost \$1000. In 2022, the Employer pays \$1000 (100%) and the employee pays \$0 (0%). In 2023, if premiums increase by \$90 (a 9% increase, exceeding the 8% threshold in Article 16.2), the 2023 and 2024 cost-sharing arrangement for employee-only coverage shall be as follows:

Employer Pays in 2023: \$1080 (2022 rate, plus first 8% of 2023 increase, which is \$80) + \$9 (90/10 split of 2023 increase beyond 8%) = **\$1089**.

Employee Pays in 2023: \$0 (rate owed in 2022) + \$1 (90/10 split of 2023 increase beyond 8%) = **\$1**.

Employer Pays in 2024: Assuming premiums increase by 10% in 2024 to \$1199, the Employer pays \$1089 (2023 rate) plus \$87.20 (100% of the first 8% of increase) plus 90% (90/10 split) of the amount of the increase over 8%, or \$19.62 = \$1195.82

Employee Pays in 2024: Employee pays: \$0 (split owed in 2022) + \$1 (10% split owed in 2023) + 2.18 (10% split owed in 2024) = \$3.18

- 16.3 Dental Insurance: The Employer agrees to pay one hundred percent (100%) of the cost of dental insurance premium for each member, spouse and dependents, or domestic partner, under Washington Dental Service Plan F. In addition, the Employer agrees to pay one hundred percent (100%) of the cost of the orthodontics insurance premium for each member, spouse and dependents, or domestic partner, under Washington Dental Service Plan III. As an alternative, an employee may select the Willamette Dental of Washington \$15.00 co-pay plan.
- 16.4 Vision Insurance: The employer agrees to pay 100% of the premiums necessary to provide the AWC Vision Service Plan.
- 16.5 Life Insurance: The City agrees to pay the full cost of a fifty-thousand dollar (\$50,000) life insurance policy benefit for each employee, subject to any limitations or exclusions as a result of pre-existing conditions, and as determined by standard life insurance contract. The City may periodically evaluate market conditions and, provided coverage is equal to or better than that provided through the existing life insurance policy, the City may choose a replacement insurance carrier.
- 16.6 Indemnification: The Employer shall provide insurance for all employees for all claims arising out of their employment with the City, while acting in their official capacity. In addition, the Employer shall pay on behalf of any employee any sums, including reasonable legal expenses, which the employee shall become legally obligated to pay as a result of reasonable and lawful activities and exercise of authority clearly within the scope of assigned duties and responsibilities as an employee of the City, and which are reasonably necessary in order for such employee to be represented. Choice of legal representation will be determined by the Employer.
- 16.7 Disability Insurance: The City will provide long term disability insurance through AWC for a 90-day waiting period with 67% of salary benefit. The City may periodically evaluate market conditions and, provided coverage is equal to or better than that provided through the existing disability policy, the City may choose a replacement insurance carrier.

ARTICLE 17 OFF-DUTY EMPLOYMENT

- 17.1 Off-Duty Employment: The Employee may perform other employment during off-duty hours so long as the employment off hours will not adversely affect the on-duty status of the officer or the ability of the officer to perform duties for shifts filled by the officer, and is not a conflict of interest. The employee shall notify the Chief or designee in writing stating the place of employment, employer, hours to be worked, and a brief description of the work to be performed. The Chief may deny off-duty employment if a current or future conflict of interest is demonstrated. The Chief will respond to the request within ten (10) days of the request.

ARTICLE 18 CLOTHING AND EQUIPMENT

- 18.1 Issued Equipment: The Employer shall initially provide necessary uniforms and equipment for first time outfitting of police personnel. The uniforms and equipment will remain the property of the City. The Department shall issue to each new Employee the following items:

Long Sleeve Shirt.....	1
Formal Tie.....	1
Tie Bar	1
Short Sleeve Shirt.....	1
Additional long or short sleeve shirt.....	1
Trousers	2
Standard Jumpsuit	1
Trouser Belt	1
Formal Hat with Hat Badge	1
Metal Name Tag.....	1
Traffic Safety Vest.....	1
Badge	1
Duty Belt Gear.....	1
(Holster, (2) handcuffs & case, ammunition holder, OC spray & holder, ASP & holder, flashlight holder, keepers, tourniquet holder with tourniquet)	
Flashlight	1
Protective Vest	1
Duty Issue Weapon	1
Duty Issue Jacket.....	1
Footwear	1

Uniform and equipment specifications can be found in the Uniform and Equipment Specification Manual.

The department will provide entry level new hires with all required equipment to attend the Basic Law Enforcement Academy. The list of required academy items is developed by CJTC/BLEA and is incorporated into the department's Uniform and Equipment Specifications Manual.

- 18.1.1 New uniformed employees hired prior to August 1st of the calendar year and existing uniformed personnel will receive a \$625.00 equipment allowance in January of each year. In addition, all uniforms and equipment required at the Academy will be provided by the Employer.
- 18.2 Personal Items: Employer will not pay for normal wear and tear of personal items but will pay for reasonable repair or replacement of personal items damaged or lost in the line of duty.
- 18.3 Where the Department requires an article of clothing which requires dry cleaning only, the City shall pay dry cleaning costs.

- 18.4 A designated agency representative will be responsible for purchasing new employee uniforms and equipment, not the new employee.
- 18.5 Upon successful completion of FTO, the standard jumpsuit may be ordered as listed in 18.1.

ARTICLE 19 JOB CLASSIFICATION AND WORKING OUT OF CLASSIFICATION

- 19.1 Job Classifications: Job classification shall be established by the Employer either by ordinance, action of the Council, or in Civil Service rules and regulations. The Guild reserves the right to reopen bargaining as a result of a new personnel ordinance, should such ordinance address personnel matters, including wages, hours and working conditions.
- 19.2 Working Out of Classification: Whenever an employee is assigned by the Employer, and accepts the principal duties and responsibilities of an employee in a higher classification, assignment or position for one shift, or longer, that employee shall be paid at a rate of five percent (5%) above present base wage rate or shall receive the base wage rate at the bottom of the range for the classification in which the employee is then substituting, whichever is greater, for all such time worked.
- 19.3 Police Records Specialists agree to perform administrative duties not traditionally tied to the bargaining unit. Those Specialists will be compensated at a rate of five percent (5%) above present base pay. Either party can terminate this term of the CBA with thirty (30) days' written notice, however, it is the intent of the City to maintain this term until such time a full-time Administrative Assistant has been hired. These duties will be negotiated and discussed with the Police Records Specialist, the Administrative Sergeant, and the Chief of Police.

ARTICLE 20 DISCIPLINE AND DISCHARGE

- 20.1 Cause for Discipline: No member of the Lake Forest Park Police Guild shall be disciplined or discharged without just cause.

ARTICLE 21 PERSONNEL RECORDS

- 21.1 Access to Personnel Files: All employees shall have the right to view and photocopy their entire personnel file. Subject to any approved rule, regulation and requirement of State law, the City may determine what goes into the personnel file.
- 21.2 The employee shall be allowed to rebut derogatory statements in the employee's file, in writing, and the rebuttal statement shall be kept with the derogatory information.

ARTICLE 22 BILL OF RIGHTS

- 22.1 The Guild acknowledges that investigations into the conduct of Guild members may become necessary from time to time. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the Employer agrees that:
- 22.1.1 Except in potential criminal matters, the employee shall be informed of the nature of the investigation.
- 22.1.2 Interrogation of employees shall be at a reasonable time, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise.
- 22.1.3 Interrogation shall take place at the Lake Forest Park Police Station, except when deemed impracticable by the Chief or designee. The employee shall be afforded an opportunity and facilities to contact and consult privately with an attorney of his/her choosing.

- 22.1.4 The questioning session shall not be unreasonably long and employee shall be entitled to such reasonable intermissions as he/she shall request for personal necessities, meals, telephone calls and rest periods.
- 22.1.5 The employee shall not be subjected to any offensive language, nor intimidated into taking action the employee would not otherwise agree to.

ARTICLE 23 GRIEVANCE PROCEDURE/DISCIPLINARY RECORD

- 23.1 Definition of Grievance: For the purpose of this Agreement the term "grievance" shall be defined as only those disputes involving the interpretation, application, or alleged violation of any provision of this Agreement. Grievances shall be processed in accordance with the following procedures within the stated time limits, unless mutually extended in writing by the Guild and Employer.
- 23.2 Limitations: The grievance procedure shall not be available for oral counseling and/or verbal reprimand noted in the employee's personnel file. Advancement to arbitration shall not be available for written counseling and/or written reprimand. Probationary employees shall not be entitled to utilize this grievance procedure for any disciplinary actions that are taken by the Employer.
- 23.3 A grievance must be initiated within fourteen (14) calendar days of the date the alleged violation took place or within fourteen (14) calendar days of the date upon which the employee, by due diligence, could have reasonably known of the alleged violation; provided, however, in no event may a grievance be initiated after ninety (90) calendar days of the alleged violation. Failure to file within these prescribed time limits shall render the grievance invalid and foreclosed from the grievance procedure.
- 23.4 Any grievance deadline that falls on the weekend or on an observed holiday shall be extended to the next business day. Failure of the Employer to respond within any time limit imposed in this grievance procedure shall cause the grievance to advance to the next step. Failure of the Guild or grievant to respond within any time limit imposed in this grievance procedure shall cause the grievance to be considered abandoned, and the grievance shall be withdrawn. In the event the grievance is abandoned, the grievant shall be foreclosed from re-filing the grievance.
- 23.5 Step One: Employees shall notify their immediate supervisor in writing in compliance with Article 23.3. The written grievance shall include the facts supporting the grievance. The employee will contact the immediate supervisor or designee and shall attempt to effect a settlement of the complaint.
- 23.6 Step Two: If the grievance is not resolved to the Employee's satisfaction at Step 1, the grievance shall be submitted in writing to the Police Chief or designee within fourteen (14) calendar days of the immediate supervisor's decision, stating the section/s of the Agreement allegedly violated and the remedy requested. The Police Chief or designee shall render a written decision within fourteen (14) calendar days.
- 23.7 Step Three: The Employee may appeal an adverse decision of the Police Chief or designee to the City Administrator or designee within fourteen (14) calendar days of the completion of Step Two (2). The City Administrator or designee shall render a written decision within fourteen (14) calendar days of receipt of the appeal.
- 23.8 Step Four: The Guild may appeal an adverse decision of the City Administrator or designee to a neutral arbitrator. The Guild shall give written notice to the Employer of its intent to submit a grievance to arbitration within thirty (30) calendar days of the City Administrator's decision.
- 23.8.1 For disciplinary matters, within ten (10) calendar days of the Guild's request to arbitrate, the Guild shall request an arbitrator from the Law Enforcement Arbitrator Roster.

- 23.8.2 For non-disciplinary matters, within ten (10) calendar days of the Guild's request to arbitrate, the Guild and the Employer shall attempt to select a mutually acceptable arbitrator. If the parties cannot agree upon an arbitrator, the Guild shall request the appointment of an arbitrator from the Public Employment Relations Commission. In the alternative, by mutual agreement, the Guild may request a list of nine (9) neutral arbitrators from the Public Employment Relations Commission.
- 23.9 The arbitrator shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except in the presence of both parties and upon mutual agreement. The arbitrator shall have no authority to amend or modify a penalty or other management action except by finding a contractual violation. If a contractual violation has been found, the arbitrator will have the authority to amend or modify a penalty or other management action. The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, nullify or modify the terms of this Agreement, and his/her power shall be limited to interpretation or application of the express terms of this Agreement or terms in other documents referred to in this Agreement.
- 23.10 Each party to the proceedings may call such witnesses as it deems necessary to the presentation of its case. Such testimony shall be sworn and shall be subject to cross examination.
- 23.11 The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit post hearing briefs within a time mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the written statement of the grievance.
- 23.12 The parties shall have a minimum of thirty (30) calendar days to prepare and file a post-hearing brief with the arbitrator.
- 23.13 In the event a court reporter records the hearing, the parties shall have a minimum of thirty (30) days following receipt of the court reporter's verbatim transcript of proceedings to prepare and file a post-hearing brief with the arbitrator.
- 23.14 The arbitrator's decision shall be made in writing and shall be issued within sixty (60) calendar days following receipt of the parties' respective post-hearing briefs. The decision of the arbitrator shall be final, conclusive, and binding upon the Employer, the Guild, and the employee(s) involved.
- 23.15 The fees, expenses and all other costs of the Arbitrator shall be shared equally by the parties. Each party shall bear the cost of presenting its own case, including all costs for its attorney(s) and/or other representative(s).
- 23.16 Any time limits stipulated in the grievance procedure shall be strictly adhered to unless extended for stated periods of time by the appropriate parties by mutual agreement. Any such extension of time shall be in writing.
- 23.17 Election of Remedy – In the case of a grievance appealable to both the Civil Service Commission and to arbitration under the terms of this Agreement, a written election of remedies shall be submitted to the City by the Guild. An employee electing to utilize the appeal process available through the Civil Service Rules and Regulations shall forfeit their right to utilize the grievance procedure as set forth in this provision. Employees may not file simultaneous appeals through the grievance procedure and the Civil Service Rules and Regulations.
- 23.18 Civil Service Appeals: All Civil Service appeals shall be in accordance with the rules and regulations of the Civil Service Commission.

ARTICLE 24 SEVERABILITY

- 24.1 In the event that any provision of this Agreement is held invalid by any tribunal of competent jurisdiction, the remaining provisions of this Agreement shall not be held invalid and shall remain in full force and affect. The Guild and the City shall immediately meet and attempt to renegotiate any provision found invalid.

ARTICLE 25 PERFORMANCE OF DUTY/NO STRIKE

- 25.1 The City and the Guild recognize that the public interest requires the efficient and uninterrupted performance of all City services and pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Nothing in this Agreement shall be construed to grant an employee the right to strike or to refuse to perform his or her duties to the best of his or her abilities. During the term of this Agreement the Guild shall not cause, engage in or sanction any work stoppage, strike, walkout, sit-down, stray-in, slowdown, sick-in, curtailment of work, or interference with City operations at any location whatsoever; provided that nothing herein shall be interpreted to prohibit lawful informational picketing. The City shall not institute any lockout of employees during the term of this Agreement. Nothing shall be interpreted to prohibit lawful informational picketing, but such picketing shall not be while the officer is on duty nor while in uniform.

ARTICLE 26 RETIREMENT

- 26.1 The Employer shall participate in the statewide system for pension, relief, disability and retirement for qualified employees as provided by the laws of the State of Washington. (LEOFF Plan I and Plan II, PERS I and II, or other system used under the portability provisions of the systems).

ARTICLE 27 LONGEVITY AND EDUCATIONAL INCENTIVES

- 27.1 Longevity: Longevity pay, which is a rate of pay based on the length of the most recent continuous service with the City, shall be calculated on the individual employee's hourly base wage rate as listed in Appendix A and shall be paid as follows:

Length of Continuous Service (Months)	Premium Pay (Hourly)
0 through 60	0%
61 through 120	2%
121 through 180	4%
181 through 240	6%
241 or more	8%

For example, a police officer with continuous service of 240 months and 12 days is eligible for a total of 6% premium pay in addition to his/her base pay. For purposes of providing longevity pay to lateral new hires, the City may substitute length of continuous service at the City with length of continuous service in law enforcement. If the City makes this substitution, the longevity pay will be added to the lateral new hire's base pay once the new hire has successfully completed his/her probationary period.

- 27.2 Educational incentives: Educational incentive pay shall be paid at the indicated percent of a qualifying employee's base wage rate for the level of education achieved.

Associate Degree..... 2%
Bachelor's Degree..... 4% total

- 27.3 Incentive Pay: Employees assigned to the following duties shall receive premium pay in the following amounts:

- 27.3.1 Detective positions shall receive an additional 10%; the K9, CRO, and Traffic assignments shall receive 5%. The field training officer (FTO) shall receive 5% while actively engaged in FTO functions. The City reserves the right to either fill or not fill incentive assignments, as it shall determine in its sole judgment. The Chief shall determine and approve, in advance, all incentive positions and assignments and claims for incentive pay; no persons shall receive incentive pay without first having been appointed to the position or assignment and approval for the incentive having first been obtained by the Chief.
- 27.3.2 The employer shall provide a flat rate of \$1,000.00 annually, pro-rated on a monthly basis for each month, or major portion thereof that the employee is assigned as firearms instructor and \$1,000.00 annually for defensive tactics instructor. The employer shall provide a flat rate of \$500.00 annually, pro-rated on a monthly basis for each month, or major portion thereof that the employee is assigned as EVOC instructor. Said incentive shall be paid in December of each year.
- 27.3.3 Acting Sergeant: The Chief and/or the Chief's designee shall be responsible for selecting one or more officers to fill the role of Acting Sergeant if no Sergeant is on duty.

An Acting Sergeant may be appointed when the Sergeant being replaced is or will be absent from his or her assigned shift for 36 or more consecutive hours, or as operationally necessary to meet the mission of the department, and the officer assigned fulfills the actual duties of a Sergeant.

Officers who temporarily assume the duties of an Acting Sergeant position will be compensated per Article 19.2 of this Agreement. If more than one (1) officer is appointed to serve as an Acting Sergeant, each officer will be compensated only for the actual time worked as the Acting Sergeant, provided each officer has worked at least twelve (12) consecutive non-overtime hours in the Acting Sergeant role.

Officers serving as an Acting Sergeant will not be compensated for out-of-class pay for any of the following: (1) time not worked while on any paid or unpaid leave status; (b) time worked in overtime with the exception of a *bona fide* shift extension or call-out or working a recognized holiday occurring during the period of an officer's Acting Sergeant appointment.

Officers have the option of declining an assignment of Acting Sergeant.

ARTICLE 28 PROBATIONARY PERIOD

- 28.1 There shall be a probationary period consisting of twelve (12) months beginning the first day worked by the employee following graduation from the Basic or Equivalency Academy. If there is a lapse in duty of greater than two weeks during the probationary period, the duration of the absence from duty shall be added to the twelve (12) month probationary period. During the probationary period the probationary employee may be terminated without just cause and the probationary employee may not grieve a termination action. The provision covering shift schedule changes shall not apply to probationary employees.

ARTICLE 29 DURATION

- 29.1 Except as otherwise stated herein, this Agreement shall become effective January 1, 2022 and will carry through December 31, 2024. In the event negotiations for a new Agreement have not been completed by the termination date of this Agreement, the provisions contained in this Agreement shall remain in effect until the conclusion of the negotiations for a new Agreement.

CITY OF LAKE FOREST PARK

LAKE FOREST PARK POLICE GUILD



Jeff Johnson, Mayor

*As authorized by majority vote
of the City Council*

05/24/22
Date



Jerome Walker, Guild President

05/24/22
Date

WAGE APPENDIX "A"
2022 - 2024
by and between the
CITY OF LAKE FOREST PARK
and
LAKE FOREST PARK POLICE GUILD

A.1 Effective upon the effective date of this Agreement, the 2021 base wage rate for Commissioned Police Officers shall be increased by 3.0% and the base wage rate for Non- and Special-Commissioned employees shall be increased by 4.0%, resulting in a 2022 base wage rate of:

Classification	Step	Months of Service	Monthly Rate
Records Specialist	A	0 - 12 months	4544
	B	13 - 24 months	4706
	C	25-36 months	4867
	D	37 - 48 months	5026
	E	49 - 60 months	5186
	F	61 + months	5348
Support Services Officer	A	0 - 12 months	4709
	B	13 - 24 months	5046
	C	25-36 months	5381
	D	37 + months	5726
Police Officer	A	0 - 12 months	5754
	B	13 - 24 months	6209
	C	25-36 months	6703
	D	37 + months	7190
Sergeant I - Probationary (95% of Sergeant II)			8081
Sergeant II (18.3% above Police Officer Step D)			8506

A.2 Effective July 1, 2022, the 2022 base wage rate for the Non- and Special-Commissioned employees shall remain the same and the 2022 base wage rate for Commissioned Police Officers shall be increased by a 3.0% market adjustment, resulting in a 2022 base wage rate of:

Classification	Step	Months of Service	Monthly Rate
Records Specialist	A	0 - 12 months	4544
	B	13 - 24 months	4706
	C	25-36 months	4867
	D	37 - 48 months	5026
	E	49 - 60 months	5186
	F	61 + months	5348
Support Services Officer	A	0 - 12 months	4709
	B	13 - 24 months	5046
	C	25-36 months	5381
	D	37 + months	5726
Police Officer	A	0 - 12 months	5927
	B	13 - 24 months	6395
	C	25-36 months	6904
	D	37 + months	7406
Sergeant I - Probationary (95% of Sergeant II)			8323
Sergeant II (18.3% above Police Officer Step D)			8762

A.3 Effective January 1, 2023, the 2022 base wage rate shall be increased by 3.0%, resulting in a 2023 base wage rate of:

Classification	Step	Months of Service	Monthly Rate
Records Specialist	A	0 - 12 months	4680
	B	13 - 24 months	4847
	C	25-36 months	5013
	D	37 - 48 months	5177
	E	49 - 60 months	5342
	F	61 + months	5508
Support Services Officer	A	0 - 12 months	4850
	B	13 - 24 months	5197
	C	25-36 months	5543
	D	37 + months	5898
Police Officer	A	0 - 12 months	6104
	B	13 - 24 months	6587
	C	25-36 months	7111
	D	37 + months	7628
Sergeant I - Probationary (95% of Sergeant II)			8573
Sergeant II (18.3% above Police Officer Step D)			9024

A.4 Effective January 1, 2024, the 2023 base wage rate shall be increased by 3.0%, resulting in a 2024 base wage rate of:

Records Specialist	A	0 - 12 months	4820
	B	13 - 24 months	4992
	C	25-36 months	5164
	D	37 - 48 months	5332
	E	49 - 60 months	5502
	F	61 + months	5674
Support Services Officer	A	0 - 12 months	4996
	B	13 - 24 months	5353
	C	25-36 months	5709
	D	37 + months	6075
Police Officer	A	0 - 12 months	6288
	B	13 - 24 months	6785
	C	25-36 months	7324
	D	37 + months	7857
Sergeant I - Probationary (95% of Sergeant II)			8830
Sergeant II (18.3% above Police Officer Step D)			9295