



Don Anderson
Mayor

Jason Whalen
Deputy Mayor

Mary Moss
Councilmember

Michael D. Brandstetter
Councilmember

Helen McGovern-Pilant
Councilmember

Marie Barth
Councilmember

Paul Bocchi
Councilmember

Heidi Ann Wachter
Interim City Manager

August 9, 2013

NOTICE

LAKWOOD CITY COUNCIL SPECIAL MEETING OF AUGUST 12, 2013

Notice is hereby given that the Lakewood City Council will hold a Special Meeting on Monday, August 12, 2013, following the regularly scheduled Council Study Session (which starts at 7:00 p.m.), at Lakewood City Hall, City Council Chambers, 6000 Main Street SW, Lakewood, Washington.

The purpose of the special meeting is to authorize the City Manager to execute a collective bargaining agreement with the Lakewood Police Independent Guild from January 1, 2013 through December 31, 2015.

Alice M. Bush, MMC
City Clerk



LAKWOOD CITY COUNCIL STUDY SESSION AGENDA

Monday, August 12, 2013

7:00 P.M.

City of Lakewood
City Council Chambers
6000 Main Street SW
Lakewood, WA 98499

Page No.

Call to Order

Items for Discussion:

- (1) 1. Joint meeting with the Lakewood Water District. - (Memorandum)
- (6) 2. Authorizing the execution of a joint use agreement with Lakeview Light and Power relative to fiber optics. - (Memorandum)
- (13) 3. Creating Chapter 12A.17 of the Lakewood Municipal Code relative to the motorist informational and service club signs. - (Memorandum)

Briefing by the City Manager

Items Tentatively Scheduled for the August 19, 2013 Regular City Council Meeting:

1. Items No. 2 and 3 above.
2. Recognition of Commencement Bay Rowing Club's US Rowing Youth National Championship. - *Mr. Brandon Snow, Director of Rowing Operations and Mr. Dan Packard, Head Coach, Commencement Bay Rowing Club*
3. Recognition of Lakewood YMCA's National Gymnastics Championship. - *Mr. Clayton DeNault, Executive Director and Mr. Kevin Milliren, Gymnastics Director and Head Coach, YMCA*
4. Appointing Youth Council members for 2013-2014. - (Motion - Regular Agenda)

The City Council Chambers is accessible to persons with disabilities. Equipment is available for the hearing impaired. Persons requesting special accommodations or language interpreters should contact the City Clerk's Office, 589-2489, as soon as possible in advance of the Council meeting so that an attempt to provide the special accommodations can be made.

<http://www.cityoflakewood.us>

The Council Chambers will be closed 15 minutes after adjournment of the meeting.

5. Appointing Sisay Telahun to serve on the Citizens' Transportation Advisory Committee through November 15, 2014. - (Motion - Regular Agenda)
6. Authorizing the execution of a grant agreement with the Washington Military Department, in the amount of \$61,531, for Emergency Preparedness Planning from June 1, 2013 to August 31, 2014. - (Motion- Regular Agenda)
7. Authorizing the execution of a grant agreement with the U.S. Department of Justice, in the amount of \$53,590, for the Detection and Prevention of Illegal Purchasing of Stolen Metals program.- (Motion- Regular Agenda)

City Council Comments

Adjournment

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LAKWOOD CITY COUNCIL SPECIAL MEETING

Monday, August 12, 2013

Following the City Council Study Session

City of Lakewood

City Council Chambers

6000 Main Street SW

Lakewood, WA 98499

Page No.

Call to Order

Roll Call

Flag Salute

R E G U L A R A G E N D A

New Business

(1) Motion No. 2013-31

Authorizing the City Manager to execute a Collective Bargaining Agreement with the Lakewood Police Independent Guild from January 1, 2013 through December 31, 2015. - *Interim City Manager*

Adjournment

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<http://www.cityoflakewood.us>

City Hall will be closed 15 minutes after adjournment of the meeting.

LAKWOOD CITY HALL
 6000 Main Street SW, Lakewood, WA 98499-5027
 (253) 589-2489

MEETING SCHEDULE
August 12, 2013 – August 16, 2013

Date	Time	Meeting	Location
August 12	7:00 P.M.	City Council Study Session	Lakewood City Hall Council Chambers
	<i>Following Council Study Session</i>	City Council Special Meeting	Lakewood City Hall Council Chambers
August 13	No Meetings Scheduled		
August 14	5:30 P.M.	Community Development Block Grant Citizen's Advisory Board	Lakewood City Hall 3 rd Floor, Executive Conference Room 3A
August 15	No Meetings Scheduled		
August 16	No Meetings Scheduled		

TENTATIVE MEETING SCHEDULE
August 19, 2013 – August 23, 2013

Date	Time	Meeting	Location
August 19	7:00 P.M.	City Council	Lakewood City Hall Council Chambers
August 20	7:30 A.M.	Coffee with the Mayor	St. Clare Hospital Classroom A/B 4908 112 th Street SW
August 21	No Meetings Scheduled		
August 22	3:30 P.M. By Appointment Only	City Talk with the Mayor (or another Councilmember) Please call (253) 589-2489 for an appointment.	Lakewood City Hall Mayor's Office, 3 rd Floor
August 23	No Meetings Scheduled		

NOTE: The City Clerk's Office has made every effort to ensure the accuracy of this information. Please confirm any meeting with the sponsoring City department or entity.



TO: MAYOR AND CITY COUNCIL MEMBERS *Heidi Ann Wachter*

FROM: HEIDI ANN WACHTER, INTERIM CITY MANAGER

DATE: AUGUST 8, 2013

SUBJECT: LAKEWOOD WATER DISTRICT REPLACEMENT AND REHABILITATION

This memorandum is primarily based on information available through the website for the Lakewood Water District. The joint meeting is expected to be the beginning of a conversation between the District and the City to address potential options for coordinating infrastructure improvements to both the water and road systems throughout the City to the benefit of the resident/ratepayers.

According to the American Water Works Association, “R&R” stands for “*Replacement and Rehabilitation.*” Our Lakewood Water District is embarking on an ambitious project to replace and rehabilitate Water District infrastructure consisting of water mains and water services and all the associated parts and pieces. Over time, parts and pieces of any structure (or infrastructure) wear out, break, or are otherwise damaged and need to be replaced.

In last year’s Water Quality and Annual Report, the message from your Board of Commissioners dwelt at some length on the history of the District’s water transmission facilities, beginning with its acquisition from the federal government in 1943 of the initial 41 miles of water mains and attached individual service lines and the construction of additional mains and lines as our service area expanded, resulting in our present system totaling 256 miles of mains and lines.

Also discussed was the composition of those mains beginning with the original asbestos cement (AC) and cast iron mains and galvanized steel service lines; then in the 1970’s until 1995, mostly polyvinyl chloride (PVC) mains with polyethylene (PE) lines; and from 1995, ductile iron mains with PE lines.

Sewer construction from 1978 to 1985 resulted in hundreds of broken AC water mains and lines requiring repairs but also causing a substantial increase in “leakage” (the difference between what is pumped out of the ground and what is sold). Initially, to deal with these problems, the District adopted a leak detection and system repair program; however, the program was not enough to solve the problem. So, in 1995, the District initiated a Water Main Rehabilitation and Replacement (R&R) Program and since has set aside an average of \$700,000 each year for replacement of old mains and their associated parts and pieces, including the original galvanized steel service lines, which are subject to corrosion over the long period of time since their installation. Despite these expenditures, 20 to 25 miles of the original mains installed before 1943 (some as early as the 1930’s) are nearing the end of their useful lives; and the galvanized steel lines installed before the 1970’s, as well as the couplings, bands, and clamps used for repair of the many main and line breaks during the sewer construction, are well beyond their service lives. In addition, the brittle AC mains must be replaced to solve the “leakage” problem.

Funding for this work will be generated from operating revenue and, likely, borrowed funds. Necessarily, this will result in increased rates over time.

With the assistance of financial and engineering consultants, as well as staff, the Board is working to prepare a plan for replacing about 180 miles of mains and service lines. In today's dollars, the estimated cost is approximately \$1 million per mile. The first task is to determine over what period of time the work can be done feasibly at a cost bearable by the District and its customers. The District is tentatively working with a model of 50 years. Any significant reduction in the number of years significantly will proportionately burden our present and near-future customers. By spreading the project out over more years, customers coming on board in the more distant future will also help shoulder the burden.

Early this spring, the District formed a Citizen's Advisory Group representing various sectors of our community. The District educated this group on the system and the replacement needs; and presented the tentative plan to this group. The Citizen's Advisory Group will assist us in presenting the plan to all District customers. The District has posted information on this plan on their website, including a 'Frequently Asked Questions' section, a copy of which is attached.

The District will make every effort to minimize the burden of rate increases while rebuilding the system. The District is also mindful that its customers are also city residents and may be impacted by City infrastructure work simultaneously with the 50 year plan of the District. The District seeks to work with the City in order to coordinate their infrastructure plans for the water system with the City's infrastructure plans for pavement work throughout the City. There are some particular challenges to this, not the least of which is the grant funding upon which the City relies that precludes planning as far out as fifty years. Nevertheless, it is to the benefit of the citizens for the City to be fully aware of a project of the scope envisioned by the Water District.



Our Water . Our Community . Our Future

Lakewood Water District has always been committed to providing for all our customers water service that is safe, reliable, clean and in the most cost-efficient and responsible way possible. That means that we continually seek the best ways to invest in our system to continue that service well into the future for our community.

We call our overall capital investment program our R&R – Replacement and Rehabilitation program and we remain dedicated to ensuring that your water systems serves our customers well.

As part of the R&R program, Lakewood Water District (LWD) convened three listening sessions with the Citizen Advisory Group (CAG), a panel of representative District customers. We asked them to help us understand the best ways to share information on the R&R program, and to help us ensure that we are responsive to the needs of our ratepayers.

Here are a few of the questions they asked and a summary of the District's response.

What is the need for R&R work?

LWD has 181 miles of aging pipe and water main that needs to be replaced in order to maintain a reliable, high level of service. Some of the pipe has been in the ground for decades or was constructed from materials that may soon fail. Some of the pipe has leaks. It has to be replaced to avoid leak-derived water loss, but most importantly, to ensure the dependable delivery of safe, clean water to individual families and business for years to come.

What is the solution (how do we meet the need)?

LWD is taking on a planned 50 year program to replace 181 miles of aging water main. Similar programs are already underway or being considered by other Pacific Northwest utilities. It is more efficient to replace these pipes than to risk the cost and possible damage from a major water line break.

When will it start and how long will it take?

Initial consideration of feasibility and alternatives for the systemwide R&R program started in 2012. Detailed planning for the best option began in late 2012. Progressive construction will begin in 2014 and continue over the course of 50 years to replace 181 miles of pipe and main.

How much will it cost?

LWD customers are billed bi-monthly—once every two months. For 75% of customers with a 5/8 inch pipe connection, the added charge will be about \$6 per billing cycle – or \$3 per month – around what you might pay for a latte or a bottle of water at the grocery store. The increased billing will begin with the March, 2014 billing.

What's in it for me (how will it benefit me)?

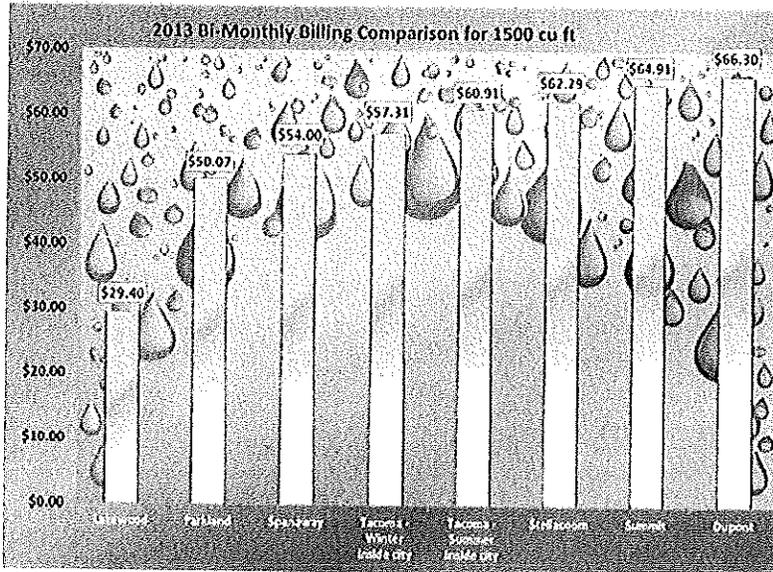
We are fortunate in the Pacific Northwest to have an abundance of water in a favorable climate. This means our water is accessible and truly a community resource. And, because LWD takes water from a local aquifer, our water is still more affordable than other utilities in the region—even at an additional cost of the R&R program. The R&R program serves to ensure that we can continue to deliver reliable, safe, clean water for use and consumption.

Who came up with the solution/plan?

Customers have continued to voice an interest and need for safe, reliable, quality water. As a result, LWD staff evaluated several available options and the timing and costs associated with each. With the approval of your LWD Board of Commissioners and with input from the Community Advisory Committee (CAG) made up of representative customers, it was agreed that the 50-year R&R program met the needs of the community.

What are neighboring communities in Pierce County paying for water?

As illustrated in the graphical comparison, LWD's water ranks among the most affordable community water service in the region and is projected to remain so.



A Few Questions/Answers About Lakewood Water District

Is this R&R program new for the District? Why now?

No, this is not new. The District has, for many years, undertaken an R&R program to ensure that our customers have reliable, safe, high quality water service. This new R&R program is your water District's plan to ensure that this service can continue uninterrupted into the future. We are working proactively to identify all of the pipes that will need replacing, and plan for that work to be done so that we minimize water lost to leaks and maximize the level of service for all customers.

Where can I get more information?

The District will be holding public meeting to share more information on the R&R program. Additional information, including specific work plans, will be posted on the website as they are finalized. Also watch your District newsletter, "The Pipeline" for ongoing information. If you have additional questions that we have not answered here please contact Randall Black rblack@lakewood-water-dist.org or David Logan dlogan@lakewood-water-dist.org at 253-588-4423.



TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: Don Wickstrom, Public Works Director

THRU: Heidi Wachter, Interim City Manager *Heidi Ann Wachter*

DATE: 8-6-13

SUBJECT: Lakewood – Lakeview Light and Power –
Proposed Joint Fiber Optics Communication Cable Agreement

Proposal

We propose that the City of Lakewood work with Lakeview Light and Power to develop an agreement to construct, operate, and maintain a shared fiber optic communications network for exclusive use by both entities.

Background - Lakewood

Over the past several years, Public Works has developed a communications network plan to ultimately provide fiber optic communications cabling between city-owned facilities including: City Hall, Police Station, Parks, Public Works Operation and Maintenance, and traffic signals. Fiber optic communications cabling provides superior voice and data transfer capability over copper communications cabling and without electrical interference.

In addition, Lakewood has been taking advantage of capital projects and franchise agreements to provide infrastructure for future communications cable installation. Most of the new sidewalk projects include construction of a spare conduit system. Lakewood, as part of the Clover Park School District (CPSD) franchise agreement to install fiber optic cabling, reserved the right to over-lash city-owned fiber optic cable on CPSD overhead fiber optic installations. Lakewood also has an existing Sound Transit Utility Crossing permit on Bridgeport Way.

Through grants, Lakewood constructed its first fiber optic cabling to connect City Hall, the traffic signal communications hub, and the Police Station.

Additional grants will provide a redundant fiber optic loop from City Hall to the Police station and begin to connect some of the traffic signals. This project is currently under design and scheduled for construction in 2014.

Background – Lakeview Light and Power

Lakeview Light and Power has a need for upgrading its communications network between its headquarters at Bridgeport Way / 115th Street and its three substations in Lakewood. Lakeview intends to utilize fiber optic cabling for its superior communications capability. Over the past year, Lakeview has been working on developing routes through Lakewood. Recently, Lakeview approached Lakewood requesting addition of overhead utility poles and new conduit installation along various locations on their proposed fiber optic routes.

Working Together

Staff determined that Lakewood and Lakeview Light & Power shared common destination points, if not the same proposed routing. Lakewood approached Lakeview Light and Power with a proposal to modify some of their routing and take advantage of the city's existing infrastructure.

Approximately 90% of the proposed shared route has existing conduit runs or existing messenger wire (via CPSD existing overhead fiber optic runs).

In general terms, the proposed agreement would do the following:

- Lakewood makes available existing conduit and messenger cable runs.
- Lakeview Light and Power installs larger (higher fiber count) fiber optic cabling in order for Lakewood to utilize the excess fiber strands.

Costs

Planning level estimates to compare costs have been developed. It is estimated that over 35% savings is realized for the total project costs by completing the project jointly.

Table 1 – Estimated Costs – Shared Fiber Network

	Description	Planning Level Costs
Lakewood	Existing Infrastructure Costs (conduit)	\$ 73,000
	Future Infrastructure Costs (conduit, fiber optic cable So. Tac Way – SR512 to 96th)	\$ 44,000
Lakeview Light & Power	Shared Fiber Installation (Higher count fiber – Bridgeport Way, Pacific Highway, 100 th Street)	\$ 85,000
	TOTAL	\$206,000

*costs do not include design by Lakewood nor junction box preparation by Lakeview L&P

Table 2 – Estimated Costs – Separate Fiber Networks

	Description	Planning Level Costs
Lakewood	Existing Infrastructure Costs (conduit)	\$ 73,000
	Future Infrastructure Costs (conduit, fiber optic cable So. Tac Way – SR512 to 96th)	\$ 44,000
	Fiber Installation – (Bridgeport Way, Pacific Highway, 100 th Street)	\$ 105,000
Lakeview Light & Power	Fiber Installation (Bridgeport Way, Pacific Highway, 100 th Street)	\$ 105,000
	TOTAL	\$ 327,000

*costs do not include design or junction box preparation by Lakewood.

Summary

Lakewood has a history of a very positive and collaborative working relationship with Lakeview Light and Power and believes that a shared fiber optic network is in the best interest of both entities and our shared customers.

A preliminary draft agreement along with a map is attached outlining the scope of work and general terms. This preliminary draft agreement has not been reviewed by the respective party’s attorneys.

It is anticipated that staff will be back in the coming month or two to request execution of a shared-use fiber optic cabling agreement.

**Lakewood – Lakeview Light & Power
Joint-Use Communication Cabling Agreement (draft – 8-6-13):**

- 1) Whereas Lakewood and Lakeview Light and Power (LLP) need fiber optic cabling to interconnect various public and utility-owned infrastructure including city buildings, city traffic signals, LLP buildings, and LLP substations; and
- 2) Whereas Lakewood has provisioned for future communications cabling in various locations throughout the city by installing spare conduit systems; and,
- 3) Whereas Lakewood has included in its franchise agreement with Clover Park School District (CPSD) the ability to overlash on existing CPSD fiber optic cable runs; and,
- 4) Whereas Lakewood and LLP have many proposed communication routes in common; and
- 5) Whereas it is recognized that coordinated and shared communication infrastructure is beneficial and cost effective for Lakewood, LLP, and its citizens and rate payers; therefore

It is proposed that Lakewood and LLP work together to provide and install a fiber optic communications trunk line to be utilized exclusively for City-owned and LLP-owned infrastructure. The following is agreed upon:

General Terms:

- 1) **Materials:** All fiber optic cabling will be single-mode fiber optic (SMFO) in conformance with the latest edition of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction. Aerial splice enclosures shall be (TBD). Fiber optic termination and communication equipment shall be specified and supplied by Lakewood and LLP for each respective use.
- 2) **Shared-Use Cable-Strand Usage:** On the joint-use fiber optic cable trunk lines; the use of fiber strands are as follows:
 - a. Bridgeport Way (Pacific Highway to 112th Street) – Total Strands = 72. Lakewood has exclusive use of 48 strands. LLP has exclusive use of 24 strands.
 - b. Bridgeport Way (112th Street to Lakewood Drive) – Total Strands = 72. Lakewood has exclusive use of 60 strands. LLP has exclusive use of 12 strands.
 - c. Bridgeport Way (Lakewood Drive to 100th Street) – Total Strands = 24. Lakewood has exclusive use of 12 strands. LLP has exclusive use of 12 strands.
 - d. 100th Street (59th Avenue to Bridgeport Way) – Total Strands = 24. Lakewood has exclusive use of 12 strands. LLP has exclusive use of 12 strands.
 - e. 59th Avenue (100th Street to Lake Grove Street) – Total Strands = 24. Lakewood has exclusive use of 12 strands. LLP has exclusive use of 12 strands.

- f. Pacific Highway (Bridgeport Way to South Tacoma Way) – Total Strands = 48 plus a separate 12-strand count for Lakewood signals (to be placed in conduit concurrently). Lakewood has exclusive use of 36 strands plus the separate 12-strand count for Lakewood signals – LLP has exclusive use of 12 strands.
 - g. South Tacoma Way (Pacific Highway to 96th Street) – Total Strands = 48. Lakewood has exclusive use of 36 strands. LLP has exclusive use of 12 strands.
- 3) **Fiber Optic Cable Ownership**: The joint-use fiber optic cable trunk lines will be owned by the City of Lakewood with strand-count usage as outlined in this agreement.
 - 4) **Access to the cable**: Any expansion or splices into the fiber optic system must be mutually agreed upon so as to minimize impacts to Lakewood and LLP's communication system.
 - 5) **Damage Repair and responsibilities**: LLP will maintain an on-call agreement with a mutually agreed-upon fiber optic company who will be required to respond within 12-hours to repair any damaged fiber optic cable. Any and all expenses will be shared between LLP and Lakewood 50/50.

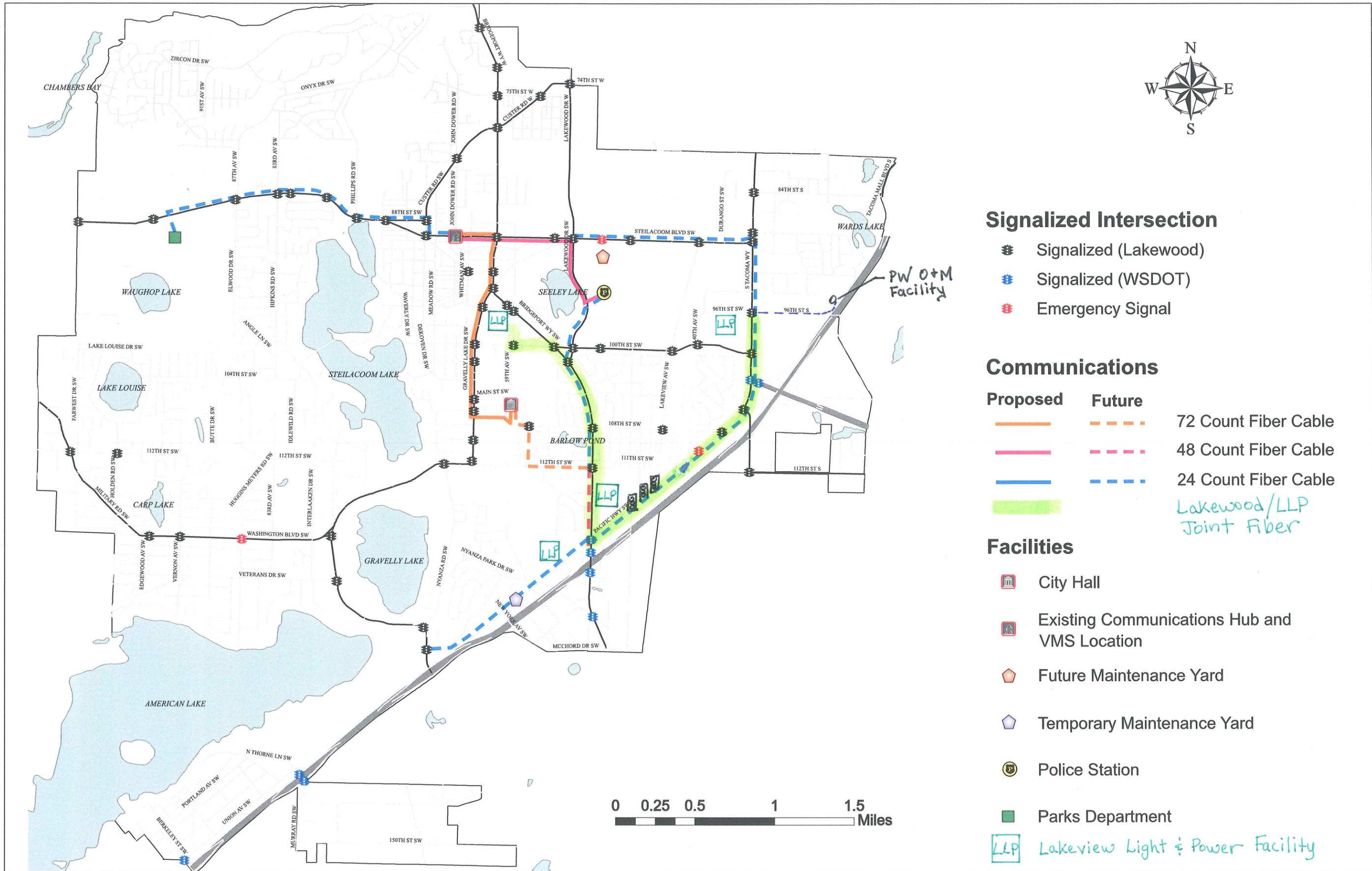
Lakewood's Responsibilities:

1. Lakewood will design the fiber optic cable system along the following routes: Bridgeport Way – from Pacific Highway to 100th Street; Pacific Highway – from Bridgeport Way to 108th Street; South Tacoma Way – Pacific Highway to 96th Street; 100th Street – from 59th Avenue to Bridgeport Way; 59th Avenue – from 100th Street to Lake Grove; to include: fiber optic sizing, strand designation, splice configuration, and hardware connection details; conduit runs including junction box and splice vault sizing and sweep configurations. Lakewood will maintain an as-built of fiber strands use – destination and terminations.
2. Lakewood will provide use of existing conduit runs for joint use fiber optic cabling along the following routes: Bridgeport Way at railroad track crossing; Pacific Highway – from Bridgeport Way to 108th Street; and South Tacoma Way – from 108th Street to SR512.
3. Lakewood will repair concrete sidewalk panels along Pacific Highway that are required to be removed for junction box modification by LLP.
4. Lakewood will provide new conduit run for joint use fiber optic cabling along the following routes: South Tacoma Way from SR512 to 96th Street as part of its capital improvement project along the same route (approximately construction schedule range 3rd quarter 2014 through 2nd quarter 2015).
5. Lakewood will provide new 48-count SMFO cabling along South Tacoma Way from 108th Street to 96th Street and splice into existing underground fiber optic cable that will be installed by LLP.

6. Lakewood will make available, through its agreement with CPSD, the existing aerial route on Bridgeport Way from 112th Street to 100th Street and on 100th Street between 59th Avenue and Bridgeport Way.

Lakeview Light and Power's (LLP) Responsibilities

- 1) LLP will modify existing conduit junction boxes along Pacific Highway between Bridgeport Way and 108th Street to provide proper sweeps and bypasses for the fiber optic cabling. This will consist of: 1) Bypassing or replacing sweeps at 18 (? Confirm number) junction boxes.
- 2) LLP will replace junction boxes and sweeps at Bridgeport Way RR crossing to facilitate running fiber optic cable under the tracks.
- 3) LLP will install city-provided splice vaults and associated conduit sweeps and tie-ins at three locations on Pacific Highway (Bridgeport Way; 47th Avenue; and 108th Street).
- 4) LLP will install 48-count joint-use SMFO cabling along the following route: Pacific Highway – from Bridgeport Way to 108th Street (underground installation).
- 5) LLP will install 72-count joint-use SMFO cabling along the following route: Bridgeport Way – Pacific Highway to Lakewood Drive.
- 6) LLP will install 24-count joint-use SMFO cabling along the following route: Bridgeport Way – Lakewood Drive to 100th Street; 100th Street – 59th Avenue to Bridgeport Way; 59th Avenue – 100th Street to Lake Grove Street.
- 7) LLP will provide distribution, 12-count SMFO to their facilities, including: LLP Headquarters; Tyee Substation; Miller Substation; and Lake Grove Substation; and associated splicing and terminations for their 12-count SMFO.
- 8) LLP will provide 100-foot minimum slack at each signalized intersection and splice vault.



Signalized Intersection

- Signalized (Lakewood)
- Signalized (WSDOT)
- Emergency Signal

Communications

- | Proposed | Future | |
|----------|--------|--------------------------|
| | | 72 Count Fiber Cable |
| | | 48 Count Fiber Cable |
| | | 24 Count Fiber Cable |
| | | Lakewood/LLP Joint Fiber |

Facilities

- City Hall
- Existing Communications Hub and VMS Location
- Future Maintenance Yard
- Temporary Maintenance Yard
- Police Station
- Parks Department
- Lakeview Light & Power Facility



TO: MAYOR AND COUNCILMEMBERS
FROM: DON WICKSTROM, PUBLIC WORKS DIRECTOR
THROUGH: HEIDI WACHTER, INTERIM CITY MANAGER
DATE: AUGUST 12, 2013
SUBJECT: Motorist Informational and Service Club Signs

Heidi Ann Wachter

Following up on Council's inquiry regarding allowing motorist informational and Service Club signs within the right of way, Public Works developed the attached addition to the City's code. Keep in mind it is a draft and the intent here is to introduce it and seek Council input thereon before circulating it amongst the service clubs, the Chamber and others whom may have an interest in it.

Basically this code addition allows Service Club, Specific service business and Tourist-oriented business signs to be located within city right of ways subject to certain terms and conditions.

The draft Code defines:

- "Service Club" as a non-political, non-sectarian, not for profit organization with the primary goal of providing services that directly benefit the community;
- "Specific service business" as any lawfully established business which provides gas, food, lodging, or camping or RV park
- "Tourist-oriented business" as any lawfully established business providing cultural, historical, recreational, educational, or entertaining activity or a specifically defined commercial area either being the CBD or lying within the CBD and having a minimum of 500,000 square feet of leasable commercial space.

In addition for a Service Club to be eligible they must provide services and hold their regular meetings within the city limits and for Specific service businesses or Tourist-oriented businesses to be eligible they must be within 5 miles of I-5 or SR512 and not visible therefrom.

The draft Code specially defines that the signs shall limited to general service type signs as described in the MUTCD. For your convenience an excerpt of the MUTCD is attached herewith which depicts what the signs are to look like. Also attached are samples of such signs as they exist in the City of Federal Way. In addition we reserve the right to minimize the overall quantity of signs by grouping them onto one sign. Further for directional signage we retain the right to both limit the number of individual signs and we can group them onto

one sign. Further qualified businesses will be limited to only one sign per business on an approved access route to the business; however additional signs may be allowed for each intersection change in direction.

To control the density of service club signs they can apply to have them on a city composite sign. The City will have (subject to funding availability) 3 composite locations which are:

- Bridgeport Way and Pacific Highway
- Bridgeport Way and North City Limits
- Gravelly Lake Drive and Nyanza Drive (south)

For informational purposes I have attached herewith an example of a composite sign which presently exists in University Place.

Lastly there is a permit process associated with the above signs for which an applicant can submit one application that covers signs at multiple locations; however the permit fee associated therewith will be based on the number of locations. We are proposing to charge \$250/sign plus an annual fee of \$35/sign. To give Council a perspective of our cost for the County to replace a knocked down stop sign it costs us about \$130 to \$140. With respect to the permit review, however prior to getting to the point of sticking the sign in the ground each site must first be field inspected to insure that the specific location of the sign meets necessary safety standards for both drivers, bicyclers and pedestrians as well as assessing the impact, if any, to the abutting fronting property user and checking to assure there are not overhead clearance issues. Further assuming everything checks out, utility locates are then called in and once marked the site is once again inspected to assure there is no underground interferences. Bottom line is that the review process is time consuming and thus costly to the City so the \$250 charge is probably just adequate recoup our costs.

The annual fee covers both our annual costs and also acts a means to control the proliferation of such signs. With respect to our annual costs once the sign is in the ground the County keeps a running inventory for us of all our signs and annually inspects & maintains same which include brush and limb clearing to assure their visibility.

Chapter 12A.17
Motorist Informational and Service Club Signs

- 12A.17.010 Purpose
- 12A.17.020 Definitions
- 12A.17.030 Applicability
- 12A.17.040 Specific Service or Tourist Informational Sign
- 12A.17.050 Service club sign
- 12A.17.060 Business and service club eligibility
- 12A.17.070 Density of directional signage
- 12A.17.080 Density of service club signage
- 12A.17.090 Composite sign locations
- 12A.17.100 Illumination
- 12A.17.110 Permit process
- 12A.17.120 Installation and maintenance
- 12A.17.130 Sign Placement
- 12A.17.140 Annual maintenance fee
- 12A.17.150 Grandfathered Signs
- 12A.17.160 Revocation
- 12A.17.170 Termination
- 12A.17.180 Public Nuisance
- 12A.17.190 Appeals
- 12A.17.200 Severability
- 12A.17.210 Effective Date

12A.17.010 Purpose

The purpose of this chapter is to provide motorists with adequate directional information to local qualified business by establishing standards for the type, design, placement, size, and maintenance of motorist information signs in, on or above any Lakewood road right-of-way.

In addition, the purpose of this chapter is to allow service clubs that service the City of Lakewood to post their club logo and an information sign indicating only their regular meeting place, dates, and times in Lakewood road right-of-way and key gateways and/or entrances to the City. The purpose includes recognizing the valuable public service these organizations provide to the community and as a mean to encourage more volunteerism in the community.

The chapter is designed to ensure traffic and pedestrian safety as well as enhance and promote the aesthetic appeal of all Lakewood roads.

12A.17.020 Definitions

The following terms when used in this chapter have the following meanings:

- (1) "Arterial" means any road classified as an urban principal, minor, or collector arterial as defined in LMC 12A.9.021.
- (2) "Composite sign" means a sign structure with multiple connection points intended for the purpose of installation of multiple service club logo signs.
- (3) "Public Works Department" means the City of Lakewood Department of Public Works.
- (4) "State Highway" means the State designated I-5 and/or SR512.
- (5) "Service club" means a non-political, non-sectarian, not for profit organization with the primary goal of providing services that directly benefit the community.
- (6) "Sign" means any device, object or thing which directs attention to or which is designed to convey a message and that is placed for the purposes of advertising goods and services offered, identifying a business or enterprise or for conveying any other type of message.
- (7) "Sign face" means that portion of the sign, excluding the supporting structure, where copy is and/or can be placed.
- (8) "Specific service business" means any business lawfully established pursuant to State and local ordinances, including but not limited to zoning, building, health, or land division and provide one or more of the following services: gas, food, lodging, or camping or RV park.
- (9) "Tourist-oriented business" means any business lawfully established pursuant to city ordinances, including but not limited to zoning, building, health, or land division and providing cultural, historical, recreational, educational, or entertaining activity or a specifically defined commercial area either being or lying within the City's Central Business District (CBD) as defined in the City's zoning code and also having a minimum of 500,000 square feet of leasable commercial space for which case only the name of the district or area will be displayed on the business sign, corporate logos may not be displayed.

12A.17.030 Applicability

This chapter shall apply to and regulate all specific service, tourist informational signs, or service club signs located or being located in, on, or above any Lakewood road right-of-way.

12A.17.040 Specific service or tourist informational sign

Signs shall be in accordance with, but not limited to, general service type signs as noted in Chapter 2D-46 (D9-1 to 14 of the Manual on Uniform Traffic Control Devices, MUTCD) as modified by the most current Washington State revision.

Signs will be 24 inches by 36 inches or smaller and will have reflectorized white letters, symbols, and border on a reflectorized or opaque blue background for all activities except camping or recreational activities which will have a brown background. Signs

may have a top heading of “Discover Lakewood” with City logo. Some deviation in size and color may be allowed at the discretion of the Public Works Department by special request at the time the permit application is applied for.

Services and businesses will be grouped onto one sign as much as possible to minimize the overall quantity of signs at the discretion of the Public Work Department.

A business logo, which may consist of the business identification symbol, name, brand, trademark, or combination thereof, may be used. The sign will be the same as noted above but symbols or trademarks may be reproduced in the colors and general shapes consistent with their customary use and for such cases the applicant shall provide to the City at no cost for its fabrication of such sign(s) the necessary sticker(s) of the “business Logo” in the quantity and of a material approved by the City.

12A.17.050 Service club sign

Service club signs shall consist of a service club logo sign not to exceed 20” square or diameter. An additional 4” tall by 20” rectangular sign may be placed below the logo indicating place and time of regular meetings. The applicant shall provide to the City at no cost for its fabrication of said service club logo sign the necessary sticker of the club logo in the quantity and of a material approved by the City .

12A.17.060 Business and service club eligibility

Specific service or tourist businesses to be eligible for sign placement must be located within five miles of the nearest state highway, not be visible from the state highway, and incorporate one or more of the following activities: gas, food, lodging, camping or RV park, recreation, or tourist-oriented business.

Service clubs shall to be eligible for sign placement must provide services and hold their regular meetings within the city limits of Lakewood.

Service, business, and service club activities shall comply with the laws concerning the provisions of public accommodations without regard to race, religion, color, age, sex, or national origin, disabilities, sexual orientation, and laws concerning the licensing and approval of service or business facilities. Activities, generally, will conform to those standards listed in the WAC 468-70-050.

12A.17.070 Density of directional signage

Signs pursuant to this chapter shall only be placed near intersections of public roads where information is required to direct motorists to qualified specific service or tourist-oriented businesses. The Public Works Department may require signs to be grouped together on one sign and/or limit the number of individual signs on any one road.

Qualified businesses shall only be permitted to have one sign per business on an approved access route to the qualified business. Additional signs may be allowed for each intersection change required to direct the motorist to the qualified business. A secondary route to the business with signage may be approved by the Public Works Department if at the determination of the City Engineer that the secondary route is served by a city arterial which carries traffic which would serve such business without unduly impacting local traffic volumes.

12A.17.080 Density of service club signage

Service clubs may apply to place their service club signs on the composite sign provided by the City. Unless a service club is already located on a composite sign or has secured a composite sign location, the location of logos on the composite signs will be assigned by random. No service club logo may be placed on more than two composite signs.

12A.17.090 Composite sign locations

Subject to available funding, the Public Works Department will fabricate, install, and maintain composite signs at the following locations:

- 1) Bridgeport Way and Pacific Highway
- 2) Bridgeport Way and North City Limits
- 3) Gravelly Lake Drive and Nyanza Drive (south)

Additional composite signs may be erected at other locations in conjunction with development of City gateways consistent with the Comprehensive Plan.

12A.17.100 Illumination

Illumination, either direct or indirect, from the right-of-way or outside of the right-of-way will not be allowed on or for any sign covered by this chapter.

Exception will be made for indirect illumination for the service club composite signs in conjunction with gateway lighting as approved by the Public Works Director.

12A.17.110 Permit process

- (1) Required. No person shall erect, relocate or otherwise construct or alter any sign in, on, or above any Lakewood road right-of-way without first obtaining an approved permit from the Lakewood Public Works Department. A separate permit will be required for each business entity but not for each sign for the same entity.

Each sign shall be listed on the permit. After the permit is approved not modification of the type, or location shall be allowed without the written permission of the Public Works Department.

- (2) Permit Application. Each permit application shall be filed with the Public Works Department on a form provided by the Department and shall contain the following information:
- a. Business name and the location of the business.
 - b. Business owner, lessee, or responsible party including applicable address.
 - c. Justification for the sign(s) (e.g. gas, food, lodging, camping or RV park, tourist-oriented business)
 - d. Number of signs applied for and a description of each sign including dimensions, materials, copy, and logos, symbols or trademarks, if any, including colors and designs customarily used.
 - e. Distance, in feet, from the nearest intersection to the desired location of each sign including which side of the road the sign will be on. The ultimate location of each sign will be at the discretion of the Public Works Department.
 - f. Route description from principal road to qualified business.
 - g. Zoning designation, zoning or land use permits applicable to the subject property, SEPA threshold determinations, if applicable, copy of plat and deed restrictions, if any.
- (3) Permit Fees. For specific service, service club or tourist informational signs the permit fee, as set by LMC 03.20.000, will be submitted with each application. This fee is intended to reimburse the City for the cost of locating and installing each sign and for the administrative costs incurred by each application.

If the permit application is rejected for any reason other than false and/or misleading statements made on the application, the fees (minus \$70.00 for administrative expenses) will be refunded. Permit fees, at the discretion of the Public Works Department, may or may not be refunded for false and/or misleading statements made on the application.

If a sign or signs on a multiple sign application are rejected and the remaining portion of the application approved, that portion of the permit fee pertaining to the rejected sign or signs will be refunded.

- (4) Burden of Proof. At every stage of the application process, the burden of demonstrating that the business is qualified under this chapter at the information is true and correct and otherwise consistent with State and local regulations, is upon the applicant.

12A.17.120 Installation and maintenance

Upon approval of the permit the Public Works Department will order the sign(s) and upon the receipt of the sign(s) will proceed with the installation either by City forces or designee.

For those specific service or tourist informational signs and service club signs for which the business or club logo sticker(s) are to be supplied by the permit applicant after the permit is approved by the Public Works Department. If the business or club logo sticker(s) are not received at the Public Works Department for installation within 90 days after notification of approval, the permit will become null and void and permit, fees, minus suitable administrative costs as determined by the Public Works Department, will be returned to the permit applicant.

Sign posts or composite sign will be supplied by the Public Works Department. Installation and maintenance of all signs will be by City forces or designee.

Where a specific service or tourist informational sign face(s) or service club sign face(s) is vandalized, damaged or destroyed by other than City forces or where the sign is stolen the applicant will be solely responsible for all costs associated with its replacement. The Public Works Department will notify the applicant of the replacement cost and if the Public Works Department hasn't received said dollar amount from the applicant within 90 days after notification of said amount, the permit or that portion of the permit associated with said sign will become null and void and said sign or remnant thereof removed.

12A.17.130 Sign Placement

Signs will not be located in such a manner as to obscure or otherwise interfere with the effectiveness of an official traffic signal, sign, or device or obstruct or interfere with the driver's view of approaching, merging, or intersecting traffic, nor will signs, in any way, constitute a safety hazard to any pedestrian or vehicle operator.

The location and placement of the sign or signs along the road right-of-way will be designated by the Public Works Department. Every effort will be made by the department to locate sign(s) at the locations requested in the permit application.

Any sign(s) moved from the location designated by the Public Works Department will cause the permit to be revoked and no permit fees will be refunded.

12A.17.140 Annual Maintenance Fee

For specific service or tourist informational signs and service club signs an annual maintenance fee, as set by LMC 03.20.000, will be assessed to cover the cost of

maintenance and upkeep. Annual fees will be due on or before January 15th of each year. If fees are not paid within 60 days of the due date the permit will be revoked, the sign(s) removed, and a new permit will be required to re-install the signs.

12A.17.150 Grandfathered signs

Owners of signs not in conformance with this chapter, that were permitted for under a previous city or county process, will be given one year from the date this chapter is adopted to comply with the requirements of the chapter. No allowances will be made for any signs found to not be in conformance with this chapter. Such signs will be considered as a public nuisance and will be treated as a Class 2 civil infraction as defined in LMC 1.48.010, punishable by a fine of up to \$500. Each day, location, violator and incident shall constitute a separate Civil Infraction.

12A.17.160 Revocation

Permit applications will be reviewed by the Public Works Department on a regular basis for compliance with LMC 12A.17 and Business eligibility. Business or service activities found in noncompliance with this chapter will have their permits revoked.

Permits will also be revoked for, but not limited to, the following: failure to provide the services and/or facilities stated in the permit application; making false or misleading statements in the application; creating an unsafe condition or hazard; or for reasons stated elsewhere in this chapter.

12A.17.170 Termination

Upon termination of the permit by the applicant or revocation of the permit by the Public Works Department, the sign(s) will be removed, the permit applicant notified, and the signs taken to the Public Works Department. Sign(s) will remain at the facility for 30 days after notification during which time the permit applicant or his representative may pick them up. Any signs left over the 30-day limit will be disposed of at the County's convenience.

12A.17.180 Public nuisance

Any sign(s) erected or maintained in, on, or above any City road right-of-way that are contrary to the provisions set forth in this chapter are declared a public nuisance and the Public Works Department is authorized by this chapter to remove and dispose of said sign(s).

12A.17.190 Appeals

1. Any person aggrieved by decision under this Chapter may file an appeal with the City Clerk within 14 days after the date of the action.

2. All appeals shall be filed in writing with the city clerk and shall identify, with specificity:

- a. Appellant's name, address and phone number.
- b. The specific action being appealed and the date of the action.
- c. The appellant's statement of grounds for appeal.
- d. The facts upon which the appeal is based.
- e. The reasons why the appealed action should be reversed or modified.
- f. The relief being sought, including the specific nature, extent and manner of any modification being sought.
- g. A statement that the appellant has read the appeal and believes the contents to be true, followed by the appellant's signature.

3. The appeal shall be accompanied by the appropriate fee as established by city resolution. The appeal fee must be paid upon filing of the notice of appeal. No appeal will be processed without receipt of the appropriate fee before expiration of the period for filing the appeal.

4. Following receipt of an appeal and payment of the appropriate fee, an appeal hearing shall be set by the hearing examiner. Notice of filing of the appeal and the date, time and location of the scheduled open record appeal hearing shall be mailed to the applicant, appellant, and any persons that have submitted substantive comments on the proposal. The notice shall include a copy of the written appeal. In addition, upon a motion by the appellant or the City at least thirty (30) days prior to the hearing date, the hearing examiner may order that notice of the open record hearing be publicly advertised or announced in any appropriate manner within the hearing examiner's discretion. The form of this public notice may be different from the form of the notice provided to the parties of record and need not include a copy of the appeal.

5. At the hearing examiner's initiative, or at the request of any party to the appeal or the City, the hearing examiner may hold a conference prior to the hearing in order to entertain and act on motions, clarify issues, establish procedures, or consider other relevant matters.

D. Effect. The timely filing of an appeal shall stay the effective date of the decision until such time as the appeal is adjudicated by the hearing examiner, or is withdrawn.

E. Appeal Hearing. The appeal shall be heard at an open record hearing. Participation in an appeal hearing is limited to the applicant, the applicant's representative, the appellant, the appellant's representative, appropriate city staff, and any witnesses called by each.

3. Issues- Limitation. Appeal hearings shall be limited to the issues specified in the written appeal.

4. Continuation of Hearing. A hearing may be continued to a date certain without additional notice.

F. Decision of the Hearing Examiner.

1. Actions. In considering appeals, the hearing examiner shall do one of the following:

a. Affirm the decision;

b. Reverse the decision;

c. Affirm the decision with modifications; or

d. Remand the decision to the appropriate department director for further consideration. The hearing examiner shall include in the order the issues to be reviewed on remand.

2. Standard of Review. The administrative decision under appeal shall be given substantial weight by the hearing examiner. On any such appeal, the standard of review shall be whether the administrative decision was clearly erroneous based on a review of all evidence, or the administrative decision was arbitrary or capricious. Failure of a party to request review by the hearing examiner of an administrative decision shall be a bar to any further judicial review.

3. Conditions. The hearing examiner may include conditions as part of a decision granting, or granting with modifications an appeal to ensure conformance with this code, the City's comprehensive plan and other applicable laws or regulations.

4. Written Decision. Within 10 working days after completion of the public hearing, unless the appellant and the hearing examiner have agreed to an extension of time, the hearing examiner should issue a written decision on the appeal which contains the following:

- a. The decision of the hearing examiner granting or denying the appeal in whole or in part;
- b. Any conditions included as part of the decision on the appeal;
- c. Findings of facts upon which the decision, including any conditions, is based and the conclusions of law derived from those facts; and

If the Examiner is unable to issue a written decision within 10 working days, the Examiner shall inform the applicant, appellant, and the Public Works Department that additional time will be required and shall provide an estimated date for issuance of a decision on the appeal.

5. Distribution. The hearing examiner or designee shall mail a copy of the written decision to the City Clerk, the applicant, the appellant, the applicable department director, and any person requesting the written decision or who submitted substantive comments on the application prior to the decision.

6. Finality of Decision. The decision of the hearing examiner shall be final unless, within 21 days after issuance of a decision, review is sought by a court of competent jurisdiction.

12A.17.200 Severability

If any provision of this chapter or its application to any business, person, or circumstance is held invalid, the remainder of the chapter or its application to any business, person, or circumstance shall not be affected.

Search MUTCD:

Manual on Uniform Traffic Control Devices (MUTCD)

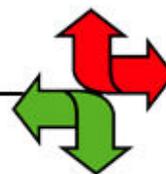


Figure 2D-11. General Service Signs



Figure 2D-11. General Service Signs

This figure shows 20 general service signs. They are shown as blue signs with white borders and legends

D9-1 is shown as a square sign with a symbol of a telephone receiver. It is labeled "Telephone."

D9-2 is shown as a square sign with a large letter "H." It is labeled "Hospital."

D9-3 is shown as a square sign with a symbol of a tent. It is labeled "Camping."

D9-3a is shown as a square sign with a symbol of a camper trailer. It is labeled "Trailer Camping."

D9-4 is shown as a vertical rectangular sign with a stylized symbol of a left-facing person throwing object into a barrel. It is labeled "Litter Container."

D9-6 is shown as a square sign with a stylized symbol of a right-facing person in a wheelchair. It is labeled "Handicapped."

D9-7 is shown as a square sign with a symbol of a gas pump. It is labeled "Gas."

D9-8 is shown as a square sign with a symbol of a vertical fork and knife on a plate. It is labeled "Food."

D9-9 is shown as a square sign with a stylized symbol of a person in a bed. It is labeled "Lodging."

D9-10 is shown as a square sign with a large question mark. It is labeled "Tourist Information."

D9-11 is shown as a square sign with a symbol of a gas pump with the letter "D" on the pump. It is labeled "Diesel Fuel."

D9-11a is shown as a square sign with a symbol of a gas pump with the letters "CNG" placed vertically on the pump. It is labeled "Alternative Fuel."

D9-11b is shown as a square sign with a symbol of a gas pump with the letters "EV" placed vertically on the pump. It is labeled "Electric Vehicle Charging."

D9-12 is shown as a square sign with a symbol of a camper trailer parked over a pit with a vertical line and a downward-pointing arrow extending from the trailer into the pit. It is labeled "RV Sanitary Station."

D9-13 is shown as a square sign with a symbol of a physician's caduceus superimposed on a six-sided cross. It is labeled "Emergency Medical Services."

D9-13a is shown as a horizontal rectangular sign with the word "HOSPITAL." It is labeled "Hospital."

D9-13b is shown as a horizontal rectangular sign with the words "AMBULANCE STATION" on two lines. It is labeled "Ambulance Station."

D9-13c is shown as a square sign with the words "EMERGENCY MEDICAL CARE" on three lines. It is labeled "Emergency Medical Care."

D9-15 is shown as a square sign with a symbol of an upright propane tank. It is labeled "Propane Gas."

D9-16 is shown as a horizontal rectangular sign with the words "TRUCK PARKING" on two lines. It is labeled "Truck Parking."

[Back to Chapter 2D](#)





CITY OF

Federal Way



CELEBRATION PARK

COMMUNITY CENTER

EXPLORE Federal Way



Aquatic Center

**Wild Waves /
Enchanted Village**

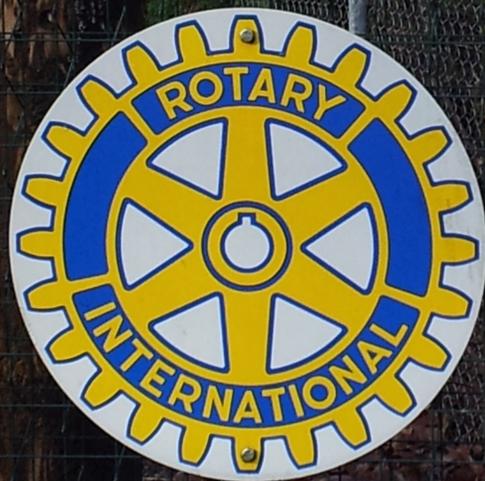


CITY OF

Federal Way



H.W. TYLER 290 - 2nd TUESDAY
EVERGREEN 68 - 1st WEDNESDAY
253-564-9242



FIRCREST GOLF & COUNTRY CLUB
TUESDAY 7:00am

Meets last Friday
of each month at
University Presbyterian
253-627-2175



CHAMBERS BAY
WOMEN'S CLUB





LAKWOOD CITY COUNCIL SPECIAL MEETING

Monday, August 12, 2013

Following the City Council Study Session

City of Lakewood

City Council Chambers

6000 Main Street SW

Lakewood, WA 98499

Page No.

Call to Order

Roll Call

Flag Salute

R E G U L A R A G E N D A

New Business

(1) Motion No. 2013-31

Authorizing the City Manager to execute a Collective Bargaining Agreement with the Lakewood Police Independent Guild from January 1, 2013 through December 31, 2015. - *Interim City Manager*

Adjournment

The Council Chambers is accessible to persons with disabilities. Equipment is available for the hearing impaired. Persons requesting special accommodations or language interpreters should contact the City Clerk's Office, 589-2489, as soon as possible in advance of the Council meeting so that an attempt to provide the special accommodations can be made.

<http://www.cityoflakewood.us>

City Hall will be closed 15 minutes after adjournment of the meeting.

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: 8/12/13	TITLE: Authorizing the City Manager to execute a collective bargaining agreement with the Lakewood Police Independent Guild for January 1, 2013 through December 31, 2015.	TYPE OF ACTION: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> MOTION NO. 2013-31 <input type="checkbox"/> OTHER
REVIEW: 7/22/13	ATTACHMENTS: Labor Agreement	

SUBMITTED BY: Michael Zaro, Assistant Chief of Police.

RECOMMENDATION: It is recommended the City Council authorize the City Manager to execute the collective bargaining agreement negotiated between the City of Lakewood and the Lakewood Police Independent Guild (LPIG) covering the period from 01/01/13 through 12/31/15. This action would also amend previously adopted Ordinances which identify LPIG employee’s salaries and benefits.

DISCUSSION: Representatives for the City of Lakewood and the Lakewood Police Independent Guild (LPIG) have been negotiating informally for the past several months. LPIG represents approximately 90 fully commissioned Police Officers which includes Detectives and Sergeants.

The parties have reached a tentative agreement with LPIG ratification to follow. The major provisions of the new agreement are listed below. All other provisions remain the same as the current agreement.

- Term of Agreement: Three Years (01-01-2013 to 12-31-2015)
- 3% salary increase per each year of the contract.
- Employees hired after 1/1/13 will be mandated to the High Deductible Healthcare Plan unless covered by Tricare or precluded by a documented, ongoing medical treatment. - (continued to page 2)

ALTERNATIVE(S): The Council could decide not to authorize recommended changes to the labor agreement or authorize execution of the Lakewood Police Independent Guild Agreement however, this recommendation has been determined to be in the best interest of the City.

FISCAL IMPACT: Adoption of this Motion will create an additional fiscal impact of approximately \$216,000 in 2013, \$222,000 in 2014, and \$229,000 in 2014. All other items are determined to be budget neutral or nominal increases.

_____ Prepared by	 _____ City Manager Review
_____ Department Director	

DISCUSSION CONTINUED:

- Health First premiums will be paid 100% for the employee but the dependent portion will change to 86% covered by the City and 14% covered by the employee.
- Change to a Personal Time Off (PTO) system in lieu of the combination leave/major medical leave system. Hours are combined with a cap of 1200 hours. Payout upon separation is at 65%.

Additional minor changes related to shift trades and bidding which are operational in nature have been revised in the labor agreement as well.

In summary, it is our recommendation the City Council authorize the City Manager to enter into a 2013/2014/2015 labor agreement with the Lakewood Police Independent Guild.



COLLECTIVE BARGAINING AGREEMENT

By and Between

City of Lakewood

and

Lakewood Police Independent Guild

January 1, 2013 through December 31, 2015

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-PREAMBLE-

The Lakewood Police Independent 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 Independent Guild, hereinafter referred to as Guild, as the exclusive bargaining representative for all full-time, fully commissioned law enforcement officers of the Lakewood Police Department, hereinafter referred to as Department. This bargaining unit excludes officers above the rank of Sergeant and those personnel recognized as exempt under the definition of the Public Employees Collective Bargaining Act and as certified by the Public Employment Relations Commission Case Number 18914-E-04-3001, January 28, 2005.

–ARTICLE 2 • GUILD BUSINESS –

2.01 Required Membership.

- A. It shall be a condition of employment that all bargaining unit employees shall become members of the Guild or pay an agency fee to the Guild for their representation to the extent permitted by law.
- B. All employees covered under the terms of this Agreement shall make application to join the Guild within 31 calendar days following the employee's date of hire and must maintain membership in good standing, as uniformly required by the Guild, for the life of this agreement and any renewal thereof. Refusal to join the Guild or to maintain membership in good standing shall be grounds for dismissal. The Guild shall advise the City in writing within 30 calendar days of any individual who has failed to make application under the terms of this section.
- C. The City will advise the Guild in writing of all new Police Department employees covered under this agreement within 7 days of employment.
- D. Employees with a bona fide religious objection to Guild membership and/or association shall not be required to tender those dues or initiation fees to the Guild as a condition of employment. Such employee shall pay an amount of money equivalent to regular Guild dues and initiation fees to a non-religious charity mutually agreed upon between the public employee and the Guild. The employee shall furnish written proof that payment to the agreed upon non-religious charity has been made. If the employee and the Guild cannot agree on the non-religious charity, the Public Employment Relations Commission shall approve the charitable organization. All initiation fees and dues paid to the charity shall be for non-political purposes.

2.02 Dues Deductions. Upon written authorization by a bargaining unit employee, the City agrees to deduct from the wages of each 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. 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. All requests to cancel dues deductions shall be in writing to the City and require notification to the Guild by the City.

2.03 Bulletin Board. The City shall provide suitable space at each work location for the Guild to use as a bulletin board for the posting of notices related to official Guild business, so long as the matters posted are not inflammatory or political in nature. The Guild will be responsible for removing dated material and will bear all costs in preparing and posting the bulletin board(s). The Guild will maintain the bulletin boards in a professional and orderly fashion.

2.04 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.

2.05 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.

2.06 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 effect 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 entry-level employees shall end one year from the date the employee completes the Washington State Basic Law Enforcement Academy. The probationary period for lateral 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 the employee's current classification. Employees shall not attain classification seniority until completion of the probationary period in the classification, at which time classification seniority shall relate back to the most recent date of appointment to such classification. Classification seniority for employees who were promoted to or hired as Detective or Sergeant by the City prior to January 1, 2005, shall be determined by the employee's length of prior service by appointment, assignment or promotion to a full-time position of Detective or Sergeant; this excludes temporary, provisional, or acting assignments.
 - 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.

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.
- 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. An employee ranked higher than Police Officer who is laid off, takes a voluntary reduction, or is reduced in rank by the City may bump back to any lower classification within the bargaining unit which the employee has previously held and successfully completed probation for the City. If this occurs, the result is a layoff in that lower classification according to the criteria in Section 4.06. For the purpose of this section, all Detectives and Sergeants promoted or appointed prior to January 1, 2005, shall be considered to have successfully completed probation for the City for the lower classification.
- B. A Detective or Sergeant who does not successfully complete his/her promotional probationary period may bump back to his/her previous classification.
- C. 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). In addition, those employees in positions outside the bargaining unit at the time this Agreement was entered may bump back to a bargaining unit position of the next lesser rank should the situation arise, so

long as they (1) previously worked in the bargaining unit; and (2) were hired by the City prior to January 1, 2005.

- D. 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:

- 1. 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.
- 2. 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. "Interrogation" 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 interrogated, 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 interrogation, 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 to the extent allowed by the law. The member may voluntarily waive the 48-hour period between the receipt of such notification and the interrogation. In such instances, the waiver shall be in writing and a copy shall be forwarded to the Guild.
- C. Any interrogation shall take place at the City, except when impractical. Any interrogation 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 interrogation 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. Effective January 1, 2011 employees covered by this Agreement shall be compensated in accordance with the salary schedule attached to this Agreement and marked Appendix A. Initial placement in the salary schedule shall be based on total service as a fully commissioned police officer for those employees hired before January 1, 2005, and on total service as a fully commissioned police officer with the City of Lakewood Police Department for entry-level employees hired thereafter. Lateral hires shall be initially placed on the salary schedule at the discretion of the Chief, including officers hired since January 1, 2005

6.02 Salary Schedule Adjustments. See Appendix A

6.03 Specialty Pay. The City will pay premium pay as follows to Officers assigned primarily to the following responsibilities:

Clandestine Lab Team	3.0% per month additional
Investigator	5.0% per month additional
Traffic Reconstructionist	5.0% per month additional
K-9 Officer	3.0% per month additional
Marine/Dive/Bike Unit	3.0% per month additional
Motorcycle/Traffic	3.0% per month additional
SWAT	3.0% per month additional
CJTC TAC Instructor *	3.0% per month additional
Hazardous Devices Tech	3.0% per month additional
NPO	3.0% per month additional
Metro Civil Disturbance Team (CDT)	3.0% per month additional

First consideration for specialized assignments will be given to applicants with at least three years on the department. If there are no eligible candidates with three or more years of employment with the department, applicants with less than three years may be considered. The least senior person off probation would be subjected to any case of an involuntary transfer.

*The specialty pay for officers working as a TAC instructor at CJTC will remain in affect only for the duration of the contract with CJTC and condition upon continued reimbursement. Upon return to regular duty the officer will no longer be eligible for TAC instructor specialty pay.

Officers assigned as Patrol Training Officer (PTO) shall receive three percent (3%) premium pay for any month during which the officer is assigned to train a new officer or reserve for any amount of time during the month. The payment of PTO specialty pay in monthly increments is in recognition that a PTO will often need to spend time in preparation before the trainee is assigned and may have additional paperwork after the assignment is completed.

A K-9 Officer will be released one hour prior to the end of his/her scheduled shift but be paid for the entire shift, unless the Chief (or his designee) otherwise requires the employee to stay. If the Chief (or his designee) requires the employee to stay, overtime shall be paid commencing at the end of the employee's regularly scheduled shift, but the one hour shall be paid at the applicable overtime rate. This compensation is agreed by the parties to be a reasonable approximation of the time it is necessary for the officer to spend to care, groom, feed, maintain, transport, etc. the dog.

1. A K-9 Officer will either flex his/her start time or receive overtime for scheduled veterinary appointments as directed by the Chief or his/her designee.
2. In order to compensate the K-9 Officer for providing care while on combination leave, major medical leave, compensatory time off, or other time off, the K-9 Officer shall receive 6.1% per month additional premium pay.
4. When the K-9 Officer is on combination leave, major medical leave, or compensatory time off, and the canine is boarded at a kennel at the City's expense, the Officer's shift will not be reduced and the leave bank will be used accordingly.

Whenever two or more premium rates may appear applicable, only the higher of the applicable rates shall apply, except that officers working as PTO will receive pay for both specialties and K9 officers will receive kennel time pay in addition to the specialty pay.

DETECTIVE RANK/INVESTIGATOR POSITION

- A. The Detective position shall become and remain a civil service rank. All Guild members holding the rank of Detective shall continue in such rank until their promotion, demotion, removal, resignation, retirement or other separation from the Department. By attrition (not filling positions vacated by promotion, demotion, removal, resignation, retirement or other separation from the Department), the City may reduce the number of persons holding the rank of Detective from 14 to 10, provided that the City adds one Investigator position for each Detective position that is lost as a result of attrition. This in no way addresses the right of management to align staffing to changing resources or mission.
- B. At the end of the established rotation period for any specialty assignment (including any approved extension options), the officer vacating the specialty assignment shall be required to work in patrol and shall be prohibited from applying or re-applying for a specialty assignment for a period of one year from the date he/she vacated the specialty assignment, except as provided in paragraph C below.

- C. In the event there are no applicants to fill the specialty assignment or no applicant for the specialty assignment meets the qualifications for the position, a bargaining unit employee who occupied a specialty assignment, other than a Special Operations Investigator position, and who has not met the requirements of paragraph B above shall be eligible to apply for and fill the vacant specialty assignment position.
- D. In no event, shall a bargaining unit employee who has worked as a Special Operations Investigator be excused from the operation of paragraph B above.

The Investigator and Sergeants rotation schedule is attached as Appendix "D".

6.04 Acting Pay. Officers assigned to perform the duties of a Sergeant for a shift or more shall be paid at the entry level pay for Sergeants for all hours worked as a Sergeant. Assignments shall be made as follows:

- A. If a Sergeant will be absent for more than fifteen days, an acting appointment will be made from the Sergeants register, if possible.
- B. If the absence of a Sergeant is for less than fifteen days, the Department will call in a Sergeant to perform the work whenever the shift is below minimum staffing. In the event the Department is unable to get a Sergeant to fill the vacancy, it may appoint an officer to step-up as an acting Sergeant from among officers on duty at the time. Whenever it is unnecessary to call back another officer, the Department may appoint an officer to step-up as an acting Sergeant from among the officers on duty at that time.

-ARTICLE 7 • CLOTHING AND EQUIPMENT-

7.01 The City provides employees with uniforms and equipment which are required by Department policy, except personal undergarments and footwear.

7.02 A. All equipment, clothing and other materials issued by the Department shall remain the property of the Department, and upon termination or retirement an employee shall turn in to the Department all equipment, clothing and other materials which had been issued to him/her. The Department may reissue uniforms and equipment that are serviceable and in good condition, but will not reissue jumpsuits.

B. Nothing in this Agreement shall limit the Department's authority to set and maintain standards of appearance for the Department.

C. The employee shall be held accountable for all uniform items and all other equipment so assigned to the employee by the City. The Department will repair or replace any Department-issued clothing or equipment damaged in the line of duty, unless such damage is caused by the negligence of the employee.

D. Employees who suffer a loss or damage to clothing and/or personal property, other than medically necessary clothing and/or personal property, during the performance of their duties shall be reimbursed for such loss or damage by the City, but in no case shall such reimbursement exceed two hundred dollars (\$200.00) per occurrence. Employees who suffer a loss or damage to medically necessary clothing and/or personal property during the course of their duties shall be reimbursed for all such loss or damage.

E. Vehicles. Employees who are assigned a take home vehicle and who live outside the 30-mile limit shall either: (a.) park his/her assigned vehicle at a secured location at a public entity such as a fire district or police department no more than 30 miles outside the City limits, or (b.) reimburse the City for all mileage beyond 30 miles from the City limits at the standard mileage rate set by the Internal Revenue Service for personal vehicle use for business purposes.

7.03 Uniform Issue and replacement.

All employees will be issued the following equipment upon hiring.

Name Tag Cloth

Shirt LS LAPD (1)

Tie, black (1)

Tie Clip Gold (1)

Trousers, Wool LAPD (1)

Trousers Cargo BDU -- Specialty only (range officers)

Vest Armor Xtreme X (or other brand of like quality and threat level protection) (1)

Rank Insignia as needed

Baseball style cap with logo (1)

Baton, Telescopic, 21" (1)

Belt Duty (1)
Belt Keepers (set of 4)
Flashlight, Streamlight SL20X (1)
Handcuff Case Single (2) or Double (1)
Handcuff with key Hinged (1)
Handcuff with key Chain (1)
Holder, Baton 21" (1)
Holder, Capstun (1)
Holster Level III Glock (1)
Pouch, Magazine Vert/Horizontal (1)
Suspenders, Duty Belt (1)
Tactical Handcuff Key Large (1)
Bratwear Jumpsuit (or other brand of like quality with individualized fit) (2) for patrol officer

Jumpsuits will be ordered upon successful completion of the PTO program. Newly hired officers will be issued two 5.11 (or other brand of like quality) uniforms from a supply maintained by the Department. These uniforms will be turned in upon issuance of the jumpsuits and may be reissued if serviceable and in good condition.

Traffic motors uniform issue and equipment.

- (a) Summer weight motor pants (2)
- (b) Winter weight motor pants (2)
- (c) Motor Shirt S/S (2)
- (d) Motor Shirt L/S (2)
- (e) Motor Boots (1 pair)
- (f) Gloves, summer (1 pair)
- (g) Gloves, winter (1 pair)
- (h) Helmet, flip up complete with communications system (to be replaced as needed).
- (i) Watershed rain gear (complete set)
- (j) Sunglasses (1 pair with polarized lenses and either interchangeable with clear lenses included or second pair with clear lenses)
- (k) Bratwear motor jacket (or other brand of like quality with individualized fit) (Yellow/Navy with Kevlar reinforced elbows/shoulders)
- (l) Winter hands handlebar covers
- (m) All shirts and the jacket complete with motor patches (small red/yellow wheel with wings patch on both sleeves)

Employees assigned to CIU, including Investigators, or in the promoted position of Detective will be issued the following.

- (a) Stinger flashlight
- (b) Off duty holster
- (c) Belt badge clip
- (d) Hidden agenda jacket, or approved substitute

–ARTICLE 8 • HOURS OF WORK AND OVERTIME –

8.01 Generally. This Article is intended to define the normal hours of work and provide the basis for calculation of overtime. For the purposes of Fair Labor Standards Act (FLSA) compliance, a 28-day work period will be utilized. The City reserves the right to maintain and modify, as necessary, work period designations for different shifts in accordance with FLSA 207(k). This includes designating different work periods for different shifts.

8.02 Hours of Work.

A. Patrol Division: The Patrol Division Unit schedule will be divided into Squad A and Squad B. The regular patrol work day shall be 10 hours and 40 minutes (10.40), with Wednesday overlaps, with 5 days on, 4 days off, 5 days on, 4 days off, 5 days on, and 5 days off duty. The City may adjust the starting time for employees on the patrol schedule for any shift up to one hour with prior notification to the Guild or longer if by mutual agreement. The number of positions per shift will be determined from time to time by the City.

Additionally, the Department will identify the dates for each of six mandatory training dates which shall be considered part of the regular work schedule. Notification of training dates will be provided prior to the time of the shift bid each year. Mandatory training will occur for both Squads A and B with Squad B covering patrol needs while Squad A is in training and vice versa. The training days will be a full shift (8 to 10.5 hours) at the beginning of each squad's work week to include breaks and a lunch. The squad that is in training will not be allowed time off on training days except as provided by the Assistant Chief. The squad covering patrol needs will be allowed time off as staffing needs allow.

B. Non-Patrol Schedule: The work schedule for Guild employees assigned to non-patrol work, except the Traffic Unit will be the equivalent of 40 hours per week and the normal work hours shall be four consecutive 10-hour days worked followed by three consecutive days off during each seven day work period. Non-patrol employees will be authorized to work a traditional five 8-hour day schedule upon request.

C. When a Detective/Investigator is required to testify in a criminal trial, they will adjust their schedule so as to minimize overtime.

D. Meal Period. For all regular full-time employees covered by this Agreement, a paid meal period of thirty (30) minutes will be allowed each shift. During such meal periods, the employee will maintain availability for normal work responsibilities.

E. Shift assignments within patrol shall be determined by a seniority bid that occurs twice per year. The LPIG agrees to perform this function. Officers who voluntarily bid from the A to B shift or vice versa will not accrue overtime as a result of the changeover and must use a schedule adjustment. No officer may bid to move from A to B shift or vice versa in the second cycle (6 months) however

the officer may bid different shifts in the same patrol side. Any guild member who intends to move from an investigative or specialty assignment to patrol must notify the patrol lieutenant by October 1st and May 1st preceding their respective bids to give adequate time for the department to advertise and fill that vacant opening before the bid process. Sergeants must bid for the proceeding schedules beginning October 1st and April 1st and be completed by October 15th and April 15th. Sergeants shall bid first in order of classification seniority date. Patrol officers shall then bid by departmental seniority date. The employee will bid for one of the available three shifts (days, swing, and graveyard) on Squad A or B. The LPIG member coordinating the bid will work with the patrol sergeants to determine early and late positions within their respective squads. The City shall not be required to assign more than two SWAT officers from each based on departmental seniority.

Probationary employees will be required to rotate their shift assignment per departmental needs.

The City may move an officer during the year, or after reviewing the bid results based upon reasonable operational needs of the Department. In making such changes, the City will (when practicable) initially request volunteers, and thereafter make remaining assignments by utilizing the least senior officer(s) that meets the Department's needs.

- F. **Shift Trades.** With management approval, shift trades may be made, upon request of the involved employees. Under no circumstances will a shift trade result in the payment of overtime, or have any other additional cost to the City.
- G. **Involuntary Transfer.** An involuntary transfer based on employee conduct shall be for just cause.
- H. **Specialty Assignment to SWAT.** An employee in the Operations section (Patrol only) assigned to SWAT is required to attend both SWAT training days each month. If the training day falls on the employee's regular day off, the employee will be allowed to take a day off in the same pay period as long as staffing needs allow. If the employee is not able to take a day off during that pay period, the employee will be paid overtime per contractual requirements.

8.03 Overtime. All work which is performed in excess of the employee's regular work schedule shall constitute overtime and shall be compensated at one and one-half (1½) times the employee's regular hourly rate of pay. All overtime must be authorized by supervisory or command personnel. Employees working unauthorized overtime are subject to discipline.

A. LPD overtime other than Sergeant overtime is open to any fully commissioned officer below the rank of Sergeant unless the overtime requires specialized training/knowledge that is not provided during the basic academy.

B. Overtime will be posted via email to Police Commissioned Officers. The first to "reply to all" will initially get the overtime and the on duty Sergeant will update the I drive schedule. Any senior officer under the rank of Sergeant may "bump" the officer who took the overtime for a 48 hour period beginning with the initial posted

overtime by the Sergeant. The bumping by senior officers may continue for this 48 hour period. Seniority is based on department seniority. Any officer who bumps a junior officer must advise the on-duty patrol Sergeant and get the schedule updated.

C. If the overtime is announced within 48 hours of the overtime detail, senior officers may bump up to 12 hours prior to the time the detail starts.

D. In no event may any officer bump another officer within 12 hours of the scheduled start time of the event.

E. If there is an immediate need to fill overtime for patrol (OT is to begin in less than 12 hours) the Sergeant will call down the seniority contact list (provided by the Guild) and take the first person to accept the shift.

F. Sergeant overtime will be posted via email to the Police Sergeant email address. The first to “reply to all” will initially get the overtime and that Sergeant will update the I drive schedule. Any senior Sergeant may “bump” the Sergeant who took the overtime by updating the I drive schedule for a 48 hour period beginning with the initial posted overtime. The bumping by senior Sergeants may continue for this 48 hour period. Seniority is based on the Sergeant seniority list.

G. In the event any LPIG member is required to work continuously from the end of one shift to the beginning of the next, the member’s supervisor may release them from duty with straight time pay for their entire upcoming shift

H. **Mandatory break.** Other than during exigent or emergency circumstances, all employees shall have a minimum of 5 consecutive hours off in a 24 hour period.

8.04 Compensatory Time.

A. With approval of the City, employees may choose to accrue equal compensatory time in lieu of payment for authorized overtime worked up to a maximum balance of sixty (60) hours, provided that the employee notifies the Department of his/her desire to do so prior to the payroll cut off date for the pay period in which the overtime pay was earned.

B. Employees with accumulated compensatory time may use such time off by submitting the request in writing to their supervisor. The Employer will approve requests for compensatory time off provided that the employee gives seven days’ notice of their intent to use said time off, except that compensatory time off will not be granted (i.) on Independence Day or New Year’s Eve; or (ii.) if the comp time off request would cause minimum staffing levels or otherwise result in additional costs to the City; or (iii.) during exigent circumstances. Once approved, the comp time request may not be cancelled except in case of emergency.

C. During the first pay period of December of each year, the City will cash out any accumulated compensatory time.

8.05 Schedule Adjustments for Training.

- A. **Shift Changes.** The City may alter an employee's regular shift (but not days off) on the day of training (or if travel is required, beginning on the first day of travel) to accommodate department initiated training, provided that the employee is given ten days' notice of the alteration. On the day prior to the training, the maximum amount of time the shift may be adjusted is three and one-half hours.
- B. **Voluntary Training.** Employees who request voluntary training may be asked to adjust their work schedule to minimize payment of overtime. If an officer attends voluntary approved training on a regularly scheduled day off, and can take another day off within the same pay period, the time shall be considered an equal trade and no overtime or compensatory time shall result. If the day off cannot be taken within the same pay period, the training day shall be compensated at overtime rates (pay or compensatory time). The scheduling of the day off is subject to mutual agreement between the City and the officer with the object being to schedule the day off so no additional overtime expenditure is incurred.
- C. **Regular Days Off Changes.** The Department may alter an employee's regular days off schedule (but no more than twice per employee in a calendar year) to accommodate training, provided that the employee is given ten days' notice of the alteration. In the event that an employee's days off are rescheduled pursuant to this section, the employee will receive comp time at the overtime rate for all hours spent in training on their normal day off.
- D. **Time for Training.** Training will be scheduled during the employee's regular shift whenever reasonably feasible. If training cannot be reasonably scheduled during the employee's regular shift, it will be scheduled so that employees have a minimum of eight hours separation between the end of the employee's work shift and the beginning of the training session. Similarly, there shall be a minimum of eight hours separation between the end of the training session and the beginning of the employee's next scheduled shift. This shall be accomplished by the use of paid release time to the extent the schedule adjustment provided above is insufficient to provide the eight hours off. The requirement may be waived upon the voluntary written request of an employee.
- E. The Department and the employee will work together to make proper adjustments to accommodate travel needs.

8.06 Daylight Savings Time. The parties will continue their existing practice, such that an employee's compensation shall not be affected (neither increased nor decreased) by the changeover caused by daylight savings time.

8.07 On-Call. Employees classified as Detective or assigned as Investigators may be placed on a rotating, on-call schedule on weekends. When assigned to be on-call, such employees shall be paid nine (9) hours of straight-time wage for the weekend, starting Friday evening and running through Monday morning. Employees actually called back to duty from on-call status shall be paid pursuant to Section 8.08.

“On call” shall mean the employee is immediately -- within forty-five (45) minutes -- available for duty, sober and within telecommunications contact (beeper, radio or phone).

8.08 Call-Back. When an employee is specifically called back outside of his/her regular shift schedule for duty, he/she shall be paid a minimum of three (3) hours at the overtime rate. If the call back exceeds three (3) hours the employee shall be compensated at the overtime rate for all hours actually worked. An employee called back to work to a location other than their station shall be paid consistent with the Portal to Portal Act. If an employee is required to return to duty to complete work which is incomplete through the fault of the officer (unless the work has been previously approved by the supervisor) no call back shall be paid. In such cases the employee shall be paid at the overtime rate for actual hours worked. An employee who is assigned a take home vehicle and qualifies for call back pay shall not be required to reimburse the City for mileage reimbursement, if any, and shall have any bridge tolls reimbursed.

The minimum guarantee provided by this section shall not be applicable to an extension of the employee’s regularly scheduled shift regardless of whether such extension occurs at the beginning or the end of the employee’s regularly scheduled shift.

8.09 Court. An employee required to testify in court during off duty hours for matters directly arising out of his/her duties on behalf of the Lakewood Police Department shall be paid a minimum of three (3) hours at one and one-half times his/her regular rate for such attendance, except where such attendance is an extension of the end of his/her regularly scheduled shift and for which time normal overtime procedures will apply. Court minimum overtime shall be paid unless the court appearance cancellation information is available to the employee by 5:00 p.m. the day before a required appearance.

8.10 Non-Pyramiding. There shall be no pyramiding of both call-back and court time for the same hours.

–ARTICLE 9 • ANNUAL LEAVE–

9.01 Annual leave is a benefit granted to employees to continue normal compensation during approved absences and is intended to encompass both vacation and medical leave. All full-time regular employees shall accrue leave 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.:

1st year	209 hours of leave per year
After 1st year through 2 years	217 hours of leave per year
After the 2nd through 4 years	225 hours of leave per year
After the 4th through 9 years	241 hours of leave per year
After the 9th through 14 years	273 hours of leave per year
After the 14th through 20 years	305 hours of leave per year
After 20th year through 29 years	321 hours of leave per year
After 29th year	329 hours of leave per year

- A. Any unused leave shall be accumulated for succeeding years with a maximum accrual of 1200 hours.
- B. Paid leave shall not be available for use during the first sixty (60) days of employment, except for illness. An employee who qualifies for use of leave shall not be permitted to take unpaid leave.
- C. Other than in cases of illness or injury, the use of leave 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. (For use of leave in cases of extended illness and injury, see Article 10.)
- D. Upon separation, an employee (or deceased employee’s beneficiary) shall receive payment equal to 65% of such employee’s then accrued and unused leave hours at the employee’s last regular rate of pay. Calculations shall be based on a maximum of 1200 hours of accrual.
- E. **Abandonment of Position:** Except for circumstances beyond the employee’s control, an employee absent from work for three or more days who fails to notify his/her supervisor of the need for time off will be considered to have resigned his/her employment with the City.

9.02 Holidays. The following days are recognized as holidays:

<u>Commonly Called</u>	<u>Actual Calendar Holiday</u>
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. An employee who is required to work on a recognized holiday shall be compensated at the rate of two and one-half (2½) times the employee's regular hourly rate of pay for each hour scheduled and worked to cover the regular holiday schedule inclusive of holiday pay in lieu of time off. Such holiday pay shall be paid for all hours actually worked for the entire shift for those employees whose shift begins on the recognized holiday. Any additional time outside of those assigned hours on a holiday will be paid at one and one-half (1½) the employee's regular rate of pay.
- C. 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.
- D. 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.
- E. 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.

- F. 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.

9.03 Bidding for Annual Leave. Upon completion of the shift bid processes described in 8.02.E, patrol Sergeants will conduct an annual leave bid process for their respective squads. The bid process will be complete by the start of the new bid cycle (January 1st and July 1st). Patrol employees shall bid for annual leave (combination leave and days off in lieu of holidays) as follows:

- A. Each individual, in departmental seniority order, shall select their first two weeks of annual leave time in a block. No more than six patrol employees may bid for the same annual leave period.
- B. Following the first annual leave selection a similar bid selection shall be held for individuals entitled to more than two weeks and a third and fourth bid, if necessary, for those entitled to more than four weeks shall be held.
- C. It is understood that subsequent bids shall not displace selections made during prior bidding periods. Subsequent bids may be scheduled adjacent to previous bids if the space is unfilled during subsequent bidding. Only two patrol officers from each shift may be on annual leave at the same time.
- D. Annual leave that has been bid by an employee and approved by the City may not be revoked absent exigent conditions.

-ARTICLE 10 • USE OF ACCRUED LEAVE FOR ILLNESS OR INJURY

10.01 Approval: Approval for employees requesting leave for illness or injury is exempt from scheduling considerations (i.e. minimum staffing).

10.02 Medical Certification: Any absence of more than three days for illness or injury will require medical certification. Medical certification is generally required for any absence which may qualify under the Family and Medical Leave Act. Leave for non-FMLA illness or injury of less than three days ordinarily requires no verification, except in the event of a Section 10.06 Intermittent Leave. Medical verification may be required due to excessive absenteeism or reasonable suspicion of abuse, so long as the employee is provided notice of the need for certification prior to returning to work. Medical certification to return to work may also be required, as appropriate.

10.03 Qualifying Purposes: Leave for injury or illness shall be granted for the following purposes only:

1. The employee's own health condition.
2. Medical quarantine;
3. Sickness or temporary disability resulting from pregnancy or childbirth;
4. Paternity/maternity leave of up to four (4) days;
5. Care of a child with a health condition that requires treatment or supervision as defined in RCW 49.12.265 and 49.12.270;
6. Care of a member of an employee's immediate family or any person residing in the employee's household who qualifies as a dependent under Internal Revenue Service (IRS) regulations with a serious health condition.

10.04 Intermittent Leave: Use of leave for illness or injury may be granted for intermittent leave taken in separate periods of time rather than in consecutive work days, provided all of the following criteria are met:

1. The leave is due to a serious health condition of the employee or an immediate family member;
2. The leave is preceded by an absence of at least two consecutive full work days for the same serious health condition;
3. The leave involves continuing treatment by a health care provider and subsequent treatment or period of incapacity relating to the same serious health condition; and
4. A health care provider provides certification that the employee's intermittent absence is necessary for the employee's own serious health condition or for the care of an immediate family member with a serious health condition. The City may request medical recertification as necessary to determine whether the health condition is still serious and whether such an absence qualifies for major medical leave.

- 10.05 When Leave is Exhausted:** If an employee exhausts all accrued paid leave, the employee may request leave sharing and/or leave of absence without pay.
- A. Shared Leave:** The City will maintain a shared leave bank in accordance with City Policy 800-10.
- B. Leave Without Pay:** Leave of absence without pay shall be in accordance with City Policy 800-03
- 10.06 Leave Abuse:** Any employee found to have abused leave benefits by falsification or misrepresentation shall be subject to disciplinary action.
- 10.07 Reporting Absences:** An employee who is absent, or anticipates being absent, due to illness or injury of the employee or an immediate family member shall promptly report to his/her department head or his/her designee as soon as practicable indicating the reasons for and the probable duration of the illness or injury. Employees ordinarily must provide 30 days' advance notice when the leave is foreseeable. The employee shall keep his/her department head or designee informed of the duration of the employee's absence.
- 10.08 Requesting Leave for Illness or Injury:** Leave for longer than three days due to illness or injury is requested using the Absence Request form (if required by department head) and related Family Medical Leave Act (FMLA) forms if applicable. The employee shall notify his/her supervisor in advance if the leave period is planned (e.g., surgery). In the case of an illness or qualifying absence where the Absence Request form (if required) and any related FMLA forms have not been completed in advance, the employee must notify his/her supervisor of the absence as soon as possible, but no later than 10:00 a.m. on the day such leave is being used (absent extenuating circumstances) and complete any required forms upon return to work or as directed by the Human Resources Department.
- 10.09 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. During this period the employee shall turn over to the City all time loss payments received 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.
- 10.10 Definitions:**
- A. "Immediate family member,"** for purposes of this Article, means an employee's child, spouse, grandchild, parent, parent-in-law, grandparent, brother or sister or any person residing in the employee's household who qualifies as a dependent under Internal Revenue Service (IRS) regulations.
- K. "Health condition that requires treatment or supervision"** includes: (a.) any medical condition requiring treatment or medication that the child cannot self administer; or (b.) any medical or mental health condition which would endanger the child's safety or recovery without the presence of a parent or guardian.

- L. **“Serious health condition,”** for purposes of this Article, shall be as defined in the Family and Medical Leave Act federal regulations, as amended.
- M. **“Intermittent leave”** means leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. Leave for this purpose is only available on an intermittent basis for serious health conditions per Section C above.

–ARTICLE 11 • BEREAVEMENT LEAVE–

- 11.01** 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.
- 11.02** 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 12 • JURY DUTY-

- 12.01** 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 works 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 shall immediately contact the on duty 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 13 • PERFORMANCE OF DUTY–

- 13.01** 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.
- 13.02** 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 14 • HEALTH AND SAFETY–

- 14.01 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.
- 14.02 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.
- 14.03 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.

-ARTICLE 15 • GRIEVANCE PROCEDURE-

15.01 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, and involves a matter other than discipline, the dispute will be referred to the negotiating committee of both parties. The two committees shall meet within ten (10) calendar days to consider the dispute. At that meeting, all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation. The meeting shall be considered a “settlement discussion.” If no satisfactory solution is reached in this step, the matter may be submitted in writing to arbitration within 30 calendar days of the conciliation meeting.

Step 4: If the grievance is not settled at Step 2 (for grievances involving discipline), or Step 3 for non-disciplinary grievances, 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.

15.02 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.

- 15.03 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.
- 15.04 The provisions of this Article** shall not be interpreted to require that the Guild process any grievance through the grievance or arbitration procedure.
- 15.05 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 16 • ARBITRATION-

- 16.01 Arbitration.** Only the Guild, and not individual employees, may take a matter to arbitration.
- 16.02 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.
- 16.03 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.
- 16.04 Employee Rights.** Nothing in this Article prevents an employee from adjusting employment matters directly with their employer as to the extent provided by law.
- 16.05 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 17 • INSURANCE COVERAGE-

- 17.01 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 AWC HealthFirst, AWC High Deductible plan, or Group Health Cooperative Plan 2, as offered through the Association of Washington Cities.
- A. For those employees on the HealthFirst and Group Health plan, the City will pay 100% of the applicable tiered rate premium for the employee and 86% of the tiered rate premium for dependents.
- B. For those employees on the AWC High Deductible plan, the City will pay 100% of the applicable tiered rate premium for the employee and dependents.
- C. Those employees hired after January 1st, 2013, will be required to be on the High Deductible plan unless precluded by a documented, ongoing medical condition or unless covered by a separate pay-first insurance (i.e. Tricare).
- 17.02 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. As of January 1st, 2011, there will be no new open enrollment in Willamette Dental.
- 17.03 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.
- 17.04 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.
- 17.05 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.
- 17.06 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.

- 17.07 Long-Term Disability Insurance.** The City agrees to directly pay each LPIG member 100% of the premium for the WACOPS Enhanced Plus long-term disability insurance policy. The LPIG assumes the responsibility to pay the plan monthly for each member.
- 17.08 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.
- 17.09 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.
- 17.10** The City agrees to reimburse all LPIG employees who previously were reimbursed under the prescription MOU for all prescriptions (including dependents) over fifteen dollars if there is no substitute for the prescription at the four or fifteen dollar level. The employee will request the reimbursement through a form supplied by Finance which will be available on the City I drive. If the employee does not wish to write down the name of the specific prescription the City will accept a doctor's verification that the prescription is one which is only available at the thirty-five dollar co-pay level. There will be no new enrollment in this program.

**–ARTICLE 18 • RETIREMENT BENEFITS/DEFERRED
COMPENSATION–**

- 18.01 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.
- 18.02 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.
- 18.03 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 19 • ALCOHOL & DRUG FREE
WORK ENVIRONMENT-**

19.01 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.

19.02 Duty to Disclose. Existing 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.

19.03 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.

19.04 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.

19.05 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: (1) 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	1000	500
Cocaine Metabolite	300	150
Marijuana Metabolite	50	15
Opiates (includes synthetics)	2000	2000
Phencyclidine (PCP)	25	25
Barbiturates	300	200
Benzodiazepines	300	200
Methadone	300	300
Oxycodone	300	300
Propoxyphene	300	200

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

* All units are in ng/ml

The level of the positive result for ethyl alcohol is 0.04 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 by 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.

19.06 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 an 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 tests. 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.

- 19.07** Within thirty (30) days of the execution of this Agreement, the City and the Guild shall designate a Medical Review Officer (MRO) 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.
- 19.08** 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.
- 19.09** Employees may be required to sign a limited medical release in conformance with this Article as a condition of employment.

–ARTICLE 20 • OUTSIDE EMPLOYMENT–

20.01 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.
8. While on administrative leave.

20.02 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 officers. 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.

20.03 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 21 • FAMILY & MEDICAL LEAVE ACT–

21.01 Family and Medical Leave. The City requires that all eligible employees adhere to the federal and state mandates in the provision of Family/Medical Leave as an entitlement for all City employees. All regular employees shall utilize FMLA leave as dictated by state and federal laws regarding leave for specified family and medical reasons; to maintain eligible employees' pre-existing group health insurance coverage during periods of FMLA leave; and to restore eligible employees to their same or an equivalent position at the conclusion of their FMLA leave. All departments of the City of Lakewood shall adhere to the following guidelines. This Article will apply to all terms, conditions, and privileges of employment as dictated by the Family and Medical Leave Act.

The conditions of FMLA leave include: the birth of a child and to care for the newborn child; placement of a child in the care of the employee for adoption or foster care; a serious health condition affecting the employee's spouse, child, or parent for which the employee is needed to provide care; or the employee's own serious health condition which makes the employee unable to perform the functions of his or her job.

21.02 Parenting Leave. Parenting leave may be granted to an employee for the birth of his/her child or placement of an adopted child or foster child in the care of an employee. An employee's accrued combination leave or vacation leave and other qualifying leave are to be utilized for parenting leave. If the employee does not have sufficient paid leave, an unpaid leave of absence may be granted. The use of leave is subject to the conditions set forth in the applicable policies.

A. Per RCW 49.78, FMLA leave is in addition to any leave for sickness or temporary disability because of pregnancy or childbirth, which includes maternity leave after the birth of a child of up to six weeks for normal delivery and up to eight weeks for caesarian delivery. Female employees are generally placed first on pregnancy disability leave, reserving the FMLA parenting leave for the time to spend at home with the newborn child. However, a pregnant employee may request that her FMLA leave begin during the disability phase of the pregnancy in order to continue health insurance benefits during a period of unpaid leave.

B. If a husband and wife both work for the City, and each wishes to take leave for the birth of a child or to care for the child after birth, adoption or placement of a child in foster care or to care for the child after placement, or to care for a parent with a serious health condition, the husband and wife may only take a total of 12 weeks of FMLA leave.

21.03 Use of Paid and Unpaid Leave. While on FMLA leave, an employee must first use any available qualifying paid leave and, if necessary, take the remainder of FMLA leave as unpaid leave. Accrued paid leave shall be used according to applicable policies and procedures. FMLA leave shall run concurrently with paid major medical leave or any other accrued paid leave when the reason for the leave

meets the FMLA criteria. All worker's compensation injury/illness time loss claims shall be exempt from the FMLA entitlement.

- 21.04 Intermittent Leave or Reduced Work Schedule.** Under some circumstances, FMLA leave may be taken intermittently – which means taking leave in blocks of time, or by reducing the employee's normal weekly or daily work schedule. FMLA leave may be taken intermittently if medically necessary because of a serious health condition. If FMLA leave is for birth or placement of a child for adoption or foster care, use of intermittent leave is subject to approval.
- 21.05 Employee Status and Benefits During Leave.** While an employee is on FMLA leave, the City will continue to provide the employer's portion of the employee's health benefits (medical, dental and vision) during the leave period at the same level and under the same conditions as if the employee had continued to work. If the employee chooses not to return to work for reasons other than a continued serious health condition, the City will require the employee to reimburse the City the amount it paid for the employee's health insurance premium during any unpaid leave period.
- 21.06 Employee Status After Leave.** Upon completion of FMLA leave, the employee will be entitled to return to the same position or a position with equivalent status, pay, and benefits; or if circumstances have changed so that neither the same position nor an equivalent position is available, the employee shall be offered any other position which is vacant and for which the employee is qualified. Reinstatement is not required if one or more of the following conditions exists:
- a) The employee takes another job while on leave; or
 - b) The employee fails to return from the leave at the agreed FMLA ending date.
- 21.07** Decisions related to the employee's length and conditions of Family/Medical Leave will be addressed when the City learns/is informed of the need of the employee to utilize their right to Family/Medical Leave. An employee shall utilize any available qualifying paid leave prior to utilizing unpaid leave.
- 21.08** The City may require certification, on a periodic basis, of the continuing serious condition by the family member's physician and/or a physician selected by the City.
- 21.09** The Human Resources Director, who reports directly to the City Manager on matters relating to this Article, shall be responsible for formulating, implementing, coordinating, and monitoring all efforts in the area of Family/Medical Leave. The Human Resources Director's or designee's duties may include, but are not necessarily limited to:
- a) Meeting with employees as to the appropriate level of Family/Medical Leave; and
 - b) Monitoring the effectiveness and usage of the program as it relates to the Family/Medical Leave Act (e.g. compliance, effective provision of

necessary leave, the auditing of the functions of Human Resources and Finance in this area, record keeping requirements, etc.).

Communication from employees, government agencies, or attorneys concerning Family/Medical Leave Act matters shall be referred to the Human Resources Department.

21.10 Dispute Resolution. In the event of a dispute as to whether and when an employee is entitled to FMLA leave, the City may require confirmation by a health care provider. The City may, at its own expense, obtain a second opinion as to whether the necessary conditions of the leave are met. If the two opinions disagree on any factor which is determinative of leave eligibility, the two health care providers may select a third, whose opinion, obtained at the City's expense, shall be conclusive.

21.11 Definitions. For purposes of this Article, the following definitions apply:

- A. Twelve Month Period: The City has determined the twelve month period to be “rolling” measured backward from the date an employee uses any FMLA leave.
- B. Eligible Employee: An employee who (1) has been employed by the City for at least 12 months, and (2) has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave.
- C. Spouse: A husband or wife as defined or recognized under state law for purposes of marriage.
- D. Parent: Section 825.113(b) of the regulations defined “parent” as provided in 101(7) of the FMLA, to mean a biological parent or an individual who stands or stood in loco parentis to an employee when the employee was a child. The regulatory definition noted that the term did not include a parent “in-law.”
- E. Son/Daughter: FMLA § 101(12) defines “son or daughter” as one who is “a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older” and is “incapable of self-care because of a mental or physical disability.”
- F. Serious Health Condition: Section 101(11) of FMLA defines “serious health condition” to mean “an illness, injury, impairment, or physical or mental condition that involves –
 - a) Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility;
 - b) A period of incapacity of more than three consecutive days that also involves continuing treatment by a health care provider and any subsequent treatment or period of incapacity relating to the same condition;
 - c) A period of incapacity due to pregnancy or for prenatal care;

- d) A period of incapacity or treatment for such incapacity due to a chronic, serious health condition (e.g., asthma, diabetes, epilepsy, etc);
- e) A permanent or long-term period of incapacity because of a condition for which treatment may not be effective; examples include Alzheimer's, severe stroke, or the terminal stages of a disease;
- f) A period of absence to receive multiple treatments (including any period of recovery therefrom) either for restorative surgery after an accident or other injury; or for a condition which would likely result in a period of incapacity of more than three consecutive calendar days if not treated, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy) or kidney disease (dialysis).

G. Health Care Provider : Section 101(6) of the Act defines "health care provider" as a doctor of medicine or osteopathy authorized by the state to practice medicine or surgery (as appropriate) or "any other person determined by the Secretary [of Labor] to be capable of providing health care services.

21.12 Procedure.

- A. An employee shall provide at least 30 days notice if the need for leave is foreseeable. If it is not possible to give 30 days notice because of a situation outside of the employee's control, notice must be given as soon as practicable.
- B. The notice for leave whether to care for a seriously ill child, parent, or spouse, or due to the employee's own serious health condition shall be supported by a certification issued by the health care provider. Such certification shall state: Which category of serious health condition the patient qualifies for under the FMLA and the medical facts supporting the certification.
 - 1. The date on which the serious health condition commenced.
 - 2. The probable duration of incapacity.
 - 3. A brief statement of the regimen of treatment prescribed for the condition by the health care provider (including estimated number of visits, nature, frequency and duration of treatment, including treatment by another provider of health services on referral by or order of the health care provider).
 - 4. Indication of whether inpatient hospitalization is required.
 - 5. A statement advising either that the employee is needed to care for the ill family member or that the employee is unable to perform the essential functions of his/her position, as applicable.
 - 6. For a seriously ill family member - a statement from the employee indicating the care he or she will provide and an estimate of the time period.
 - 7. For intermittent leave or a reduced work schedule:

- a) The dates on which medical treatment is expected to be given and the duration of such treatment.
 - b) A statement of the medical necessity for and the expected duration of the leave.
- C. City of Lakewood Family Medical Leave Act forms are located in the Human Resources Department. Forms must be returned to the HR Department within 15 calendar days of request by the City.

**–ARTICLE 22 • CONTINUATION OF BENEFITS DURING
MILITARY LEAVE–**

22.01 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.

22.02 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.

22.03 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.

22.04 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.

22.05 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 23 • MISCELLANEOUS CONDITIONS–

- 23.01 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.
- 23.02 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, for the term of this Agreement, acknowledge that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not referred to or covered in this Agreement.
- 23.03 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 24 • DURATION OF AGREEMENT-

24.01 This Agreement shall be effective from January 1, 2013, through December 31, 2015.

24.02 Contract Negotiations – This Agreement shall remain in full force and effect during the period of negotiations for a successor Agreement or, after December 31, 2012, until after thirty days written notice is given by either party to terminate this Agreement.

Dated this _____, 2013.

LAKESWOOD POLICE
INDEPENDENT GUILD

APPROVED BY CITY COUNCIL
CITY OF LAKESWOOD

Charles Porche , Guild President

Heidi Ann Wachter, Interim City Manager

Guild Vice President

ATTEST:

Alice M. Bush, MMC, City Clerk

APPROVED AS TO FORM:

City Attorney

APPENDIX A

Salary Schedule

Effective January 1, 2013, the wage rate shall be as follows:

Police Officer -- Step 1 (1-12 months)	\$4,914
Police Officer -- Step 2 (13-24 months)	\$5,210
Police Officer -- Step 3 (25-36 months)	\$5,521
Police Officer -- Step 4 (37-48 months)	\$5,854
Police Officer -- Step 5 (after 48 months)	\$6,206
Detective	\$6,516
Sergeant -- Step 1 (1-12 months)	\$6,941
Sergeant -- Step 2 (after 12 months)	\$7,384

Effective January 1, 2014, the wage rate shall be as follows:

Police Officer -- Step 1 (1-12 months)	\$5,061
Police Officer -- Step 2 (13-24 months)	\$5,366
Police Officer -- Step 3 (25-36 months)	\$5,687
Police Officer -- Step 4 (37-48 months)	\$6,030
Police Officer -- Step 5 (after 48 months)	\$6,392
Detective	\$6,712
Sergeant -- Step 1 (1-12 months)	\$7,149
Sergeant -- Step 2 (after 12 months)	\$7,606

Effective January 1, 2015, the wage rate shall be as follows:

Police Officer -- Step 1 (1-12 months)	\$5,213
Police Officer -- Step 2 (13-24 months)	\$5,527

Police Officer -- Step 3 (25-36 months)	\$5,858
Police Officer -- Step 4 (37-48 months)	\$6,211
Police Officer -- Step 5 (after 48 months)	\$6,584
Detective	\$6,913
Sergeant -- Step 1 (1-12 months)	\$7,364
Sergeant -- Step 2 (after 12 months)	\$7,834

An employee shall be granted the first step increase in salary rate upon completion of twelve (12) months of “actual service” when hired at the first step of the salary range, and succeeding step increases shall be granted after twelve (12) months of “actual service” from the date of eligibility for the last 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 or increase, then at succeeding twelve (12) month intervals to the maximum of the salary range established for the class.

“Actual service” for purposes of this section shall be defined in terms of one (1) month’s service for each month of full-time employment, including paid absences.

In determining the appropriate spread between top step Officer and Sergeant, the parties took into account that Sergeants do not receive specialty pay.

In determining the appropriate spread between top step Officer and Detective, Detectives shall be paid 5% above (105% of) the top step Police Officer wage rate.

In the event an employee hired prior to September 14, 2006, is receiving a higher wage than the step he/she is placed into, the employee shall be assigned a “red circle” designation that holds the incumbent at his/her current salary until he/she is advanced to a step that is the same as or exceeds the amount of the red circle rate.

Definition: “Red Circle Rate” is a rate of pay authorized above the maximum salary for a class. A red circle rate is intended to mitigate the hardship when an employee’s salary would be lowered through no fault of the employee.

Clothing allowance in the amount of \$400 per employee assigned to non-uniformed assignments. To be paid in one lump sum payment in the first pay period of February. Employees assigned after April will not receive the payment until the following February.

APPENDIX B

Professional Development Pay

Section 1 Master Police Officer. This program benefits both the individual and the Department as a whole, through special projects, continuing education and the overall and continued upgrading of personal knowledge. All bargaining unit employees are eligible to receive premium pay in accordance with the following schedule:

<u>Master Police Officer (MPO) Step</u>	<u>Pay</u>
MPO 4	One percent (1%)
MPO 3	Two percent (2%)
MPO 2	Four percent (4%)
MPO 1	Six percent (6%)

The steps under this schedule shall not be cumulative and an employee is only entitled to the percentage under the employee's current step. The percentages set forth above are calculated on and added to the employee's base salary. Eligibility requirements for the respective steps are as follows.

Master Police Officer 4 (MPO 4)

1. Successful completion of five years of service with the Lakewood Police Department.
2. Two years of college (90 quarter hours or 60 semester hours) or 160 hours of Department approved law enforcement training (exclusive of the Basic Academy). Half of the training hours may include In-service or Additional Duty Training hours.

Master Police Officer 3 (MPO 3)

1. Successful completion of ten years of service with the Lakewood Police Department.
2. Three years of college (120 quarter hours or 90 semester hours) or 240 hours of Department approved law enforcement training (exclusive of the Basic Academy). Half of the training hours may include In-service or Additional Duty Training hours.
3. Successful completion of the equivalent of three years of experience in specialty assignments and/or additional duties as specified in Section 2 below.

Master Police Officer 2 (MPO 2)

1. Successful completion of fifteen years of service with the Lakewood Police Department.
2. Four years of college (180 quarter or 90 semester hours) or 240 hours of Department approved law enforcement training (exclusive of the Basic Academy). Half of the training hours may include In-service or Additional Duty Training hours.
3. Successful completion of the equivalent of six years of experience in specialty assignments and/or additional duties as specified in Section 2 below.

Master Police Officer 1 (MPO 1)

1. Successful completion of twenty years of service with the Lakewood Police Department.
2. Four years of college (180 quarter or 90 semester hours) or 320 hours of law enforcement training (exclusive of the Basic Academy) of Department approved training. Half of the training hours may include In-service or Additional Duty Training hours.
3. Successful completion of the equivalent of nine years of experience in specialty assignments and/or additional duties as specified in Section 2 below

Section 2 MPO Specialty Assignments and Additional Duties. Years of experience for specialty assignments and additional duties that qualify for placement on the MPO schedule are earned as follows:

- A. Employees will earn 1.0 (one) year for each of year of service in the following assignments: K-9 Officer, Detective, Traffic Officer, Marine Services Officer, CJTC Tac Officer, Investigator, Traffic Reconstructionist, Background/Internal Affairs Investigator, Training/Accreditation Officer, Neighborhood Police Officer (NPO), School Resource Officer (SRO), Domestic Violence/Special Assault Investigator, Special Operations Investigator/Member, Gang Investigator, and Property Pro-Act Investigator.
- B. Employees will earn 0.5 (five-tenths) of a year for each of year of service in the following additional duties: Bar Sweep Team Coordinator, Explorer Advisor, Fugitive Sweep Team Coordinator, HDS, Honor Guard Coordinator, Hostage Negotiator, Intelligence Officer, Meth Lab Response Team, Motel Sweep Team Coordinator, Narcotics/Gang Tip Team Coordinator, Reserve Coordinator, Reserve Officer Advisor, Sexually Oriented Business Team Coordinator, Step Up Officer in Charge, SWAT, Active Shooter Instructor, Metro Civil Disturbance Team (CDT), Bar Sweep Team Member, Battle Drill Instructor, Bike Patrol, DT Instructor, EVOG Instructor, Firearms Instructor, Fugitive Sweep Team Member, Honor Guard Member, Motel Sweep Team Member, Narcotics/Gang Team Member, PTO, Sexually Oriented Business Team Member, and WMD/HASMAT Instructor, and DRE.

Section 3 MPO Eligibility

A. Notification. Each employee will notify the Department in writing when requesting MPO pay and documenting the years of service in applicable specialty assignments and/or additional duties. A review will be done of his/her qualifications. MPO or City residency pay shall be paid to the employee beginning the next pay period following receipt of proper documentation by the Human Resources Department, and shall not be retroactive.

B. Eligibility for Employees Hired Prior To Ratification of This Agreement. Years of service as a fully commissioned officer and time spent in any of the above listed assignments at a prior agency will be counted for eligibility for the MPO service requirements for those employees hired prior to the initial ratification of this Agreement. All CJTC approved training and experience received at previous police departments will be counted. Officers can petition the Chief for the applicability of other previous training or assignments.

Section 4 Educational Incentive. Educational incentive pay shall be awarded to qualified employees who have obtained an Associate's (AA) or Bachelor's (BA) degree in accordance with the schedule below. Educational incentive pay shall not be cumulative. It shall be the responsibility of the employee requesting educational incentive pay to provide documentation through official transcripts from accredited colleges or universities. Educational incentive shall be paid to the employee beginning the next pay period following receipt of proper documentation by the Human Resources Department, and shall not be retroactive.

<u>Degree</u>	<u>Pay</u>
Associate (AA or AS)	One percent (1%)
Bachelor (BA or BS)	Three percent (3%)

Section 5 Foreign Language Proficiency. Employees who have demonstrated conversational proficiency in a foreign language shall receive three percent (3%) premium pay for any month during which the employee is used for translation of their designated language for work related purposes. Language skills will be confirmed by testing, an agreed upon language specialist or such other method as the City shall reasonably determine.

Section 6 City Residency. Employees shall receive a city residence allowance of one percent (1%) added to their base pay upon establishing residency within the City limits. An employee who leaves residency in the City shall immediately cease receiving professional development residency pay.

Section 7 Maximum Percentage. The maximum total percentage that an employee may receive is eight percent (8%) including MPO, foreign language proficiency, residency, and educational incentive pay.

Section 8 The City will designate an employee to act as the administrator of the Professional Development Pay Program.

APPENDIX C

Lakewood Investigator and Sergeants Rotation			
Accepted Assignments	Basic Assignments	Extensions	
K-9 Handler	Life of the Animal		6 Years or Life of the Dog. If Dog is put Out of Service due to illness, Officer has option for second Dog.
K-9 Master trainer	Indefinite		Assigned at the discretion of the Chief
Traffic Officer	3	1	
Traffic Reconstructionist extension*	3	1	
Traffic Motors Officer extension*	3	1	
CJTC TAC Officer	3	0	One Term Only
All other rotational assignments **	3	1	
Court compliance Sergeant	2	1	
Sergeants	4	1	

*Motors and Reconstructionist extensions will be by approval of the Chief.

**To meet specific departmental needs, extensions beyond the listed rotation schedule may be granted by the Chief upon consultation and agreement with the Guild leadership.

Employees in rotational assignments prior to January 1st, 2013, will be subject to the rotational periods in effect at the time of assignment.

APPENDIX D

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 investigating supervisor shall complete the "Supervisor's Report" section of the City of Lakewood Vehicle Accident Report form.
4. The investigating supervisor 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 are reviewed by the Traffic Section Sergeant, 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 not be reviewed by the Traffic Section Sergeant 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 Traffic Section Sergeant will forward this recommended finding through the Assistant Chief

to the Police Chief for review. If the recommendation of non-preventable is approved, the Traffic Section Sergeant will notify the employee/driver of the determination through their chain of command 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 Traffic Section Sergeant 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 with findings from the Traffic Sergeant, 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. Unit Lieutenant
3. Collision Investigator (advanced level or higher, not the officer who investigated the collision)
4. EVOC Instructor
5. Peer member of the employee/driver
6. 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 an 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