CONTRACT NO. 2016-079

COLLECTIVE BARGAINING AGREEMENT

By and Between

City of Lakewood

and

Lakewood Police Independent Guild

January 1, 2016 through December 31, 2020

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

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

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

3.03 Mandatory Subjects of Bargaining: The parties recognize that the City may perceive a need to make operational changes in areas that are not covered by the above management rights and responsibilities, or otherwise precluded by this Agreement. In the event the City desires to make such a change in a mandatory subject of bargaining, the City shall give the Guild at least twenty a (20) calendar day 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.

E. Previous employees rehired by the City shall be credited with prior year(s) of service for the purposes of leave accrual.

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:

Any documentation of internal review will be retained no longer than required by law (RCW 42.56).

Documentation from the supervisor's red file will be removed at the employee's annual evaluation.

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

The City will promptly notify an employee upon receipt of a public disclosure request which may result in the disclosure of documentation of internal review. This includes but is not limited to requests pursuant to the Public Disclosure Act and discovery demands in the context of litigation.

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

5.04 Disciplinary Investigations: This Section does not apply to on-scene law enforcement investigations occurring at the time police services became involved in an event. The following procedures apply to follow-up or subsequent investigations

of complaints of misconduct conducted by the Lakewood Police Department. In such administrative investigations, the following guidelines shall be followed:

A. "Interview of a subject employee" 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 beinginterviewed, when the agent knows (or reasonably should know) that the questioning could result in employee discipline This section shall not apply to an investigation concerned solely and directly with alleged criminal activities.

B. At least forty-eight (48) hours before aninterview of a subject employee, 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. Each notification shall include the following statement and related MOS section: "If sustained, based on what we know now, the most applicable Manual of Standards section is . At any time during the investigation, up to and including the review by the Chief for disposition, should information be discovered that indicates a more appropriate MOS section, an amendment will be made with notice provided to you or your Guild representation."

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 theinterview. In such instances, the waiver shall be in writing and a copy shall be forwarded to the Guild.

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

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

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

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

G. The Department may, and upon request will, video/audio record anyinterview. Upon request, a copy of the recording/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.

Criminal Investigation - If LPD questions an officer during a criminal investigation of one of its officers, it shall advise the member of the criminal nature of the investigation and whether the member is a suspect or a witness before interviewing the member. The preceding sentence shall not apply to covert or undercover investigations. If the member is a witness, the member shall be informed of and afforded the right to LPIG representation during any interview. Investigations of the use of deadly force by members shall be conducted pursuant to MOS 1.3.6.

–ARTICLE 6 • WAGES–

6.01 Salary Schedule: Effective January 1, 2016 employees covered by this Agreement shall be compensated in accordance with the salary schedule attached to this Agreement and marked Appendix A. For LPIG members employed prior to ratification of this agreement, placement in the salary schedule shall be based on departmental seniority except that those who are not placed at the top step will be placed at the step at least 2% higher than the current salary. . Lateral hires shall be initially placed on the salary schedule at the discretion of the Chief.

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
Dive	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
Range Master	3.0% per month additional
NPO	3.0% per month additional
Metro Civil Disturbance Team (CDT)	3.0% per month additional
Defensive Tactics (DT) Program Coordinator	3.0% per month additional
Forensics Manager	3.0% per month additional
Patrol Training Officer	5.0% for all hours worked

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 effect 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.

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, a combined maximum limit of 6.0% 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 calendar days, an acting appointment will made from the Sergeants register, if possible.

B. If the absence of a Sergeant is for less than fifteen calendar 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 City Provided Clothing: The City provides employees with uniforms and equipment which are required by Department policy, except personal undergarments and footwear.

7.02 City Property: 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.

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

B. 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.

C. 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.

7.03 Vehicles: Employees who are assigned a take home vehicle and who live outside the 30-mile radius outside the City limits as the crow flies 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 mile radius from the City limits at the standard mileage rate set by the Internal Revenue Service for personal vehicle use for business purposes. A flat rate shall be calculated based on the mileage beyond the 30 mile radius to the employee's home and regular work schedule, and shall be deducted from the employee's pay each pay period.

7.04 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.

Gortex Rain Gear (pants and/or jacket) may be requested.

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

7.05 Clothing Allowance.

A $500 clothing allowance per employee assigned to non-uniformed assignments will 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.

–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, shift assignments 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 squad 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. Non Patrol overtime is open to any guild member covered by this contract unless the overtime requires specialized training/knowledge that is not provided during the basic academy. Non Patrol overtime will be posted and filled in the same manner as Patrol overtime described below.

B. Patrol 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 short term call in 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. If an Officer or Sergeant is unable to work an assigned overtime shift then the shift will be put back out for bid as described above.

H.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

I.. 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 one hundred twenty (120) hours, provided that the employee notifies the Department of his/her desire to do so prior to the payroll cutoff 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: 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	216 hours of leave per year
After 1st year through 4 years	240 hours of leave per year
After the 4th through 9 years	264 hours of leave per year
After the 9th through 14 years	288 hours of leave per year
After the 14th through 20 years	312 hours of leave per year
After 20th year	336 hours of leave per year

A. Any unused leave shall be accumulated for succeeding years with a maximum accrual of 1,400 hours; however as of the end of the calendar year, the maximum accrual amount carried forward into the new year shall not exceed one thousand two hundred (1,200) hours of leave that the employee accrues.

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, based on a maximum carry forward and payout amount of 1,200 hours of accrued leave..

E. An employee who submits a signed notice of retirement no later than the end of the following calendar year will be allowed carryforward and payout based on a maximum of one thousand four hundred (1,400) hours of accrued leave.

F. 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:

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

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

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

B. 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 10.04 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 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 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.

On Duty Injury: As identified in City Policy 700-07B, it is the policy of the City of Lakewood to insure City employees who sustain an occupational injury or illness while acting in the course of employment with the State Worker's Compensation Industrial Insurance Plan through the Department of Labor and Industries (L&I). For qualifying cases, the employee shall be kept on salary (KOS) for a period not to exceed six (6) calendar months or until the termination of the disability whichever comes first. If the absence exceeds six (6) months, the employee shall receive any applicable workers' compensation time-loss benefits directly from L&I.

10.09 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.

B. **"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.

C. **"Serious health condition,"** for purposes of this Article, shall be as defined in the Family and Medical Leave Act federal regulations, as amended.

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

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

B. If an employee serves less than eight (8) hours, the employee may be required to report for work for any portion of their regularly scheduled shift during which they are not actually serving on a jury or waiting to be impaneled. Employees who have time remaining on their shift at the time of release or dismissal from jury duty 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 fourteen (14) 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 fourteen (14) 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 fourteen (14) calendar days of the Police Chief's response deadline.

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

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

15.02 Timelines: 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 Processing of Grievance: 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 Appeal: 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 for 2016 are a choice of AWC HealthFirst, AWC High Deductible Health Plan, or Group Health Cooperative $10 Co-pay Plan, as offered through the Association of Washington Cities. Effective 1/1/17, the medical plans available to employees and their depends include AWC Healthfirst 250, AWC High Deductible Health Plan (HDHP) with Health Savings Account (HSA), and Group Health $20 Co-pay Plan, as offered through the Association of Washington Cities

A. For those employees on the HealthFirst and Group Health $10 Co-pay plan in 2016 or the Healthfirst250 and Group Health $20 Co-pay plan effective 1/1/17, 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 Health Plan with Health Savings Account, the City will pay 100% of the applicable tiered rate premium for the employee and dependents, and the following HSA contribution:.

Category	2016 Annual Contribution	2017 Annual Contribution
Employee Only	$3000	$3350
Employee and Spouse	$4000	$4500
Employee, Spouse and 1 Child	$5000	$5750
Employee, Spouse and 2 or More Children	$6000	$6750
Employee and 1 Child	$4000	$4500
Employee and 2 or More Children	$5000	5750

The HSA contribution amounts listed above will be applicable effective January 1,2017 through December 31, 2020.

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 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. There will be no new open enrollment in Willamette Dental, and Willamette Dental will be discontinued effective January 1, 2017

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

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

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

17.08 Long-Term Disability Insurance: The City agrees to pay 100% of the employee premium for the Fraternal Order of Police (FOP) long-term disability insurance policy. . The premium amount paid by the City will be taxable income to the employee.

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

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

17.11

–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: 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: is the result of using alcohol, drugs, or other substances which impair the employee's ability to perform his or her job functions.

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

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

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

* All units are in ng

The level of the positive result for ethyl alcohol is 0.000 gr/dl

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

E. **Medical Review Officer (MRO)** is a licensed physician responsible for receiving and interpreting laboratory results for drug tests, who has knowledge of

substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's positive test result together with the individual's medical history and any other relevant biomedical information.

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

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

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 Confirmation of Positive Test Result: Tthe 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 Final Test Result: 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 Limited Medical Release: 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: 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: 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 shall adhere to City Policy 800-07 and all federal and state mandates in the provisions of the Family Medical and Leave Act. 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.

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 leave is 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 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 Length and Conditions of Leave: 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.

21.08 Medical Certification: 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 Coordination and Monitoring of Leave: The Human Resources Department 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, and shall be conclusive.

21.11 Procedure:

A. An employee shall provide at least a 30 day notice if the need for leave is foreseeable. If it is not possible to give a 30 day 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 unless mutually agreed upon.

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 Duration of Agreement: This Agreement shall be effective from January 1, 2016, through December 31, 2020.

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, 2020, until after thirty days written notice is given by either party to terminate this Agreement.

Dated this 04-29, 2016.

LAKEWOOD POLICE
INDEPENDENT GUILD

Charles Porche, Guild President

John Fraser, Guild Vice President

APPROVED BY CITY COUNCIL
CITY OF LAKEWOOD

John J. Caulfield, City Manager

ATTEST:

Alice M. Bush, MMC, City Clerk 4-21-16

APPROVED AS TO FORM:

Heidi Ann Wachter, City Attorney

APPENDIX A

Salary Schedule

Effective January 1, 2016, the wage rate shall be as follows:

Police Officer -- Step 1 (1-12 months)	$5,201
Police Officer -- Step 2 (13-24 months)	$5,383
Police Officer -- Step 3 (25-36 months)	$5,571
Police Officer -- Step 4 (37-48 months)	$5,766
Police Officer -- Step 5 (49 – 60 months)	$5,968
Police Officer -- Step 6 (61 – 72 months)	$6,177
Police Officer -- Step 7 (73 – 84 months)	$6,393
Police Officer -- Step 8 (85 – 96 months)	$6,617
Police Officer – Step 9 (97+ months)	$6,913
Detective	$7,328
Sergeant -- Step 1 (1-12 months)	$7,812
Sergeant -- Step 2 (13+ months)	$8,296

Effective January 1, 2017, the wage rate shall be as follows:

Police Officer -- Step 1 (1-12 months)	$5,305
Police Officer -- Step 2 (13-24 months)	$5,491
Police Officer -- Step 3 (25-36 months)	$5,682
Police Officer -- Step 4 (37-48 months)	$5,881
Police Officer -- Step 5 (49-60 months)	$6,087
Police Officer -- Step 6 (61 – 72 months)	$6,301
Police Officer -- Step 7 (73 – 84 months)	$6,521
Police Officer -- Step 8 (85 – 96 months)	$6,749
Police Officer – Step 9 (97+ months)	$7,051

Detective	$7,474
Sergeant -- Step 1 (1-12 months)	$7,968
Sergeant -- Step 2 (13+ months)	$8,461

Effective January 1, 2018, the wage rate shall be as follows:

Police Officer -- Step 1 (1-12 months)	$5,464
Police Officer -- Step 2 (13-24 months)	$5,656
Police Officer -- Step 3 (25-36 months)	$5,852
Police Officer -- Step 4 (37-48 months)	$6,057
Police Officer -- Step 5 (49-60 months)	$6,270
Police Officer – Step 6 (61-72 months)	$6,490
Police Officer – Step 7 (73-84 months)	$6,717
Police Officer – Step 8 (85-96 months)	$6,951
Police Officer – Step 9 (97+ months)	$7,263
Detective	$7,699
Sergeant -- Step 1 (1-12 months)	$8,207
Sergeant -- Step 2 (after 12 months)	$8,716

Effective January 1, 2019, the wage rate shall be as follows:

Police Officer -- Step 1 (1-12 months)	$5,628
Police Officer -- Step 2 (13-24 months)	$5,826
Police Officer -- Step 3 (25-36 months)	$6,028
Police Officer -- Step 4 (37-48 months)	$6,239
Police Officer -- Step 5 (49-60 months)	$6,458
Police Officer – Step 6 (61-72 months)	$6,685
Police Officer – Step 7 (73-84 months)	$6,919
Police Officer – Step 8 (85-96 months)	$7,160
Police Officer – Step 9 (97+ months)	$7,481

Detective	$7,930
Sergeant -- Step 1 (1-12 months)	$8,454
Sergeant -- Step 2 (after 12 months)	$8,977

Effective January 1, 2020, the wage rate shall be as follows:

Police Officer -- Step 1 (1-12 months)	$5,853
Police Officer -- Step 2 (13-24 months)	$6,059
Police Officer -- Step 3 (25-36 months)	$6,269
Police Officer -- Step 4 (37-48 months)	$6,489
Police Officer -- Step 5 (49-60 months)	$6,716
Police Officer – Step 6 (61-72 months)	$6,952
Police Officer – Step 7 (73-84 months)	$7,196
Police Officer – Step 8 (85-96 months)	$7,446
Police Officer – Step 9 (97+ months)	$7,780
Detective	$8,247
Sergeant -- Step 1 (1-12 months)	$8,791
Sergeant -- Step 2 (after 12 months)	$9,336

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.

The Detective salary is 6% above (106% of) the top step Police Officer wage rate.

The Step 1 Sergeant salary is 13% above (113% of) the top step Police Officer wage rate.
The Step 2 Sergeant salary is 20% above (120% of) the top step Police Officer wage rate.

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:

Master Police Officer (MPO) Step	Pay
MPO 4	Two percent (2%)
MPO 3	Three percent (3%)
MPO 2	Five percent (5%)
MPO 1	Seven percent (7%)

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, CJTC TAC Officer, Investigator, Traffic Reconstructionist, Background/Internal Affairs Investigator, Training/Accreditation Officer, Neighborhood Police Officer (NPO), 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: Explorer Advisor, Honor Guard Coordinator, Hostage Negotiator, , Marine Services Officer, Meth Lab Response Team, Narcotics/Gang Tip Team Coordinator Reserve Officer Coordinator, Reserve Officer Advisor, SWAT, Metro Civil Disturbance Team (CDT), Bike Patrol, Defensive Tactics Program Coordinator, DT Instructor, EVOC Instructor, Range Master, Firearms Instructor, Honor Guard Member, Narcotics/Gang Team Member, PTO, 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.

Degree	Pay
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 ten percent (10%) including MPO, 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 years	1 year	
Traffic Reconstructionist extension*	3 years	1 year	
Traffic Motors Officer extension*	3 years	1 year	
CJTC TAC Officer	3 years	0	One Term Only
All other rotational assignments **	3 years	1 year	
Court Compliance Sergeant	2 years	1 year	
Sergeants	4 years	1 year	

*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 Police Chief.

   5. The employee/driver may accept the disciplinary recommendation contingent upon the Police Chief accepting the disciplinary recommendation. If the employee/driver accepts the recommendation they shall waive their right to a pre-disciplinary hearing with the Police Chief. If the Police Chief 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 Police Chief has received the recommendations of the Collision Review Board, and prior to any disciplinary action being taken by the Police Chief, the employee/driver shall be allowed a pre-disciplinary hearing with the Police Chief or Acting Police Chief. 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 Station 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

APPENDIX E

Use of Video and Audio Systems

Principle: The Lakewood Police Department has instituted the use of vehicle-mounted video and audio systems to enhance the ability of law enforcement personnel to accurately document events, conditions, and statements made during traffic stops, arrests, critical incidents and other related contacts. Additionally, the use of sound recordings in conjunction with video recordings can help substantiate an officer's actions or statements of individuals the officer contacts.

Practices:

A. Installation

a. Cameras and microphones will be installed in police vehicles in a manner that does not compromise officer safety and in accordance with manufacturer's recommendations.

b. Lights will be installed facing the front of the vehicle that will illuminate during activation.

c. The in-vehicle mounted systems will be set to pre-record video 20 seconds prior to activation..

B. Activation- Barring exigent circumstances or supervisor approval the system will be activated to record audio and video in the following situations:

a. When any emergency lights are activated

b. When making a citizen contact related to possible criminal activity, traffic violations, or as part of a criminal investigation.

c. When transporting prisoners.

d. In any situation where the officer believes an audio and video recording would be appropriate.

e. Upon activation of installed collision sensor .

f. Should a recording be deactivated either through equipment failure, supervisor approval, or exigency, the officer will document the reason for deactivation. .

C. Review- Recordings may be reviewed by supervisors and above when any of the following circumstances exist:

a. Pursuant to ongoing criminal investigation.

b. If the recording is used as evidence in a prosecutor-charged criminal proceeding.

c. If there is a specific complaint about an incident or employee that the supervisor reasonably believes will be captured on video.

Note: In these instances, if the supervisor does not observe any activity on the recording that would support initiation of a formal investigation through Professional Standards, the employee will immediately be notified of the review and the reason for

the review, to include identification of any complainant(s). If during the review the supervisor determines that a referral to Professional Standards is warranted, the established processes for those investigations will apply.

d. Pursuant to a lawful public disclosure request.

e. For specific instances the officer believes would provide a training benefit.

f. Video of any probationary employee can be viewed at any time for any reason.

g. Officers may review their own video prior to upload to verify information for a report.

e. Recordings will be retained in accordance with State records retention laws.

D. Officer responsibilities

a. Ensure the system is operating properly prior to the start of his or her shift, including testing and syncing of audio and video.

b. Ensure microphones are properly charged and positioned to optimize recording.

c. Direct cameras to appropriate locations for recording incidents when practical.

d. Officers will notify subjects they are being audio and video recorded as soon as circumstances allow.

e. Officers will notify supervisors as soon as practicable if the system is not functioning properly.

f. Continue recording throughout the entirety of the contact or incident.

i. *Note*: Citizens have no expectation of privacy in a public place whether they are in a vehicle or not therefore officers will continue to record even if the citizen objects.

g. Document in reports and citations that the incident was recorded.

h. Officers will ensure there are no outside audio devices interfering with the system recording (i.e. playing music in the patrol car).

i. Officers will not alter, edit, or delete recordings.

j. Recordings will not be copied and disseminated other than pursuant to a criminal prosecution, court order, public records request, or when the recording may provide training benefit.

k. Ensure recorded data is uploaded to the server at least once per shift.

APPENDIX F

Use of Automatic Vehicle Locator (AVL)

Principle: The Lakewood Police Department has instituted the use of the Automatic Vehicle Locator (AVL) option provided by South Sound 911 through their Integraph dispatch program. The use of this program will enhance officer safety and the ability of supervisors in the field to place resources where needed during critical incidents. Additionally, there is the ability to conduct historical reviews of officers' locations that can provide accuracy and transparency during some internal investigations.

Practices:

A. Installation:

a. AVL is an integrated option with the SS911 dispatch program. As such, the only installation that is required is the external antenna to connect to the global positioning system.

B. Activation:

a. The AVL system is activated upon logging in to the dispatch software (MPS) and deactivated when logged off.

b. To address safety concerns regarding location of their residences, officers may choose to log on and off once they are a distance from their residence that would provide reasonable privacy should the AVL data be disclosed.

C. Review- Historical AVL data may be reviewed at SS911 by a member of the command staff under the following circumstances:

a. Pursuant to ongoing criminal investigation.

b. If the data is used as evidence in a prosecutor charged criminal proceeding.

c. If there is a specific complaint about an incident or employee that the supervisor reasonably believes would be validated or refuted by AVL data.

Note: In these instances, if the command staff member does not observe any AVL data that would support initiation of a formal investigation through Professional Standards, the employee will immediately be notified of the review and the reason for the review, to include identification of any complainant(s). If during the review the supervisor determines that a referral to Professional Standards is warranted, the established processes for those investigations will apply.

d. Pursuant to a lawful public disclosure request.

e. Recordings will be retained in accordance with State records retention laws.

D. Officer responsibilities

a. Ensure the external GPS antenna is properly plugged in to the computer to allow AVL to operate as

intended.

b. Officers will notify supervisors as soon as practicable if the system is not functioning properly.

c. Officers will not intentionally alter or interfere with the AVL system.