

AGREEMENT

by and between

CITY OF LAKE STEVENS, WASHINGTON

and

THE LAKE STEVENS POLICE GUILD

(Representing the Limited/Non-Commissioned Employees)

January 1, 2025 through December 31, 2027

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THIS AGREEMENT is by and between the CITY OF LAKE STEVENS, WASHINGTON, hereinafter referred to as the Employer, and the LAKE STEVENS POLICE GUILD, hereinafter referred to as the Guild.

ARTICLE I

RECOGNITION, GUILD MEMBERSHIP, AND PAYROLL DEDUCTION

1.1 **Recognition.** Limited/Non-Commissioned Bargaining Unit. The Employer recognizes the Guild as the exclusive bargaining representative for all full-time regular non-commissioned Police Records Specialist, Police Records Supervisor, Evidence Technician; and limited-commission Community Service Officer employees working for the Lake Stevens Police Department, excluding commissioned law enforcement officers, police reserves, confidential employees, temporary, casual, and/or other employees of the Employer.

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

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

ARTICLE II

GUILD RIGHTS AND NON-DISCRIMINATION

2.1 No employee shall be discriminated against because of Guild membership or service on a Committee.

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

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

ARTICLE III

MANAGEMENT AND GUILD RIGHTS

3.1 **Management Rights.** All management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the Employer. It is expressly recognized that such rights, powers, and authority and functions include, but are by no means whatever limited to the full and exclusive control, management and operation of its business and its activities, business to be transacted, functions to be performed and methods pertaining thereto; the location of its offices, places of business and equipment to be utilized and a layout thereof; the right to establish or change shift schedules of work, evaluations and standards of performance; the right to establish, change, combine or eliminate jobs, positions, job classification and descriptions; the right to establish compensation for new or changed jobs or positions; the right to establish new or change existing procedures, methods, processes, facilities, machinery and equipment or make technological changes; the right to maintain order and efficiency; the right to contract or subcontract any work; the right to designate the work and functions to be performed by the Employer and the places where it is to be performed; the determination of the number, size and location of its offices and other places of business or any part hereof; the right to make and enforce safety and security rules and rules of conduct; the determination of the number of employees, including but by no means whatever limited to, hiring, selecting and training of new employees, and disciplining, suspending or discharging them for just cause, scheduling, assigning, laying off, recalling, promoting, retiring, demoting, and transferring its employees; it is the employer's sole discretion to place an employee on paid administrative leave based on its administrative, business, and operational needs.

3.1.1 The Employer and the Guild agree that the above statement of management rights shall be for illustrative purposes only and is not to be construed or interpreted so as to exclude those prerogatives not mentioned which are inherent to management, including those prerogatives granted by law. It is the intention of the Employer and the Guild that the rights, powers, authority and functions of management shall remain exclusively vested in the Employer except insofar as expressly and specifically surrendered or limited by the express provisions of this Agreement. The exercise of these rights shall not be subject to the grievance

procedure of this Agreement.

3.1.2 The Employer shall provide notice of any proposed changes to department policies and/or procedures to the Guild President or their designee at least thirty (30) calendar days prior to the intended implementation date. If an emergency prohibits notification to the Guild at least thirty (30) calendar days prior to the intended implementation date, the Guild shall be notified as soon as possible. For the purposes of this section only, an emergency is defined as the passage of any local, state, or federal law that pertains to the policies and procedures of the Employer that require immediate modification. The emergency clause defined in this section would also apply to any court decisions that would require immediate modification of the policies and procedures of the Employer.

3.2 **Executive Board Time-Off.** Up to two (2) Limited/Non-Commissioned Guild Members will be granted paid time off from duty while engaged in collective bargaining. For other matters, such as handling grievances, Weingarten and Loudermill proceedings, one (1) Executive Board Member (Guild Representative) will be granted time with pay, regardless of whether the representative is scheduled to work, to represent the Guild or Guild member.

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

3.3 **Bulletin Boards.** The Employer shall provide suitable space for a Guild bulletin board on its premises. Postings by the Guild on such board shall be confined to official business of the Guild.

3.4 **Personnel Files.** An employee shall be allowed to inspect their personnel file except for materials that are exempt from disclosure pursuant to Washington law and may obtain a copy of such file at any reasonable time. The employee may request removal of material which they believe erroneous or irrelevant. This request will be reviewed by the Police Chief, in consultation with the Human Resources Department. If the employee does not agree with the Employer's decision, they may prepare a statement of dissent which will be placed in the file. Employees may request that written reprimands be expunged from personnel files after a minimum period of three (3) years if there is no reoccurrence of similar misconduct for which the employee was disciplined during that period. Requests for expungement of disciplinary references in personnel files, pursuant to this section, shall not be unreasonably denied. Nothing in this section shall be construed as requiring the Employer to destroy any employment records necessary to the

Employer's case if it is engaged in litigation, or faces potential litigation, in any way related to that employee's employment at the time those records would otherwise be destroyed.

3.5 Personnel Actions. The Employer shall provide the Guild President or their designee with copies of all personnel actions within five (5) business days after issuance. As used in this section, "personnel actions" shall be defined as all written notices of actual disciplinary actions, notices of intent to take disciplinary actions, transfer notices, and termination notices.

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

ARTICLE IV

NO STRIKE PROVISION

4.1 The Employer and the Guild recognize that the public interest requires the efficient and uninterrupted performance of all the Employer's services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Guild shall not cause or condone any work stoppage, strike, slowdown or other interference with Employer functions by employees under this Agreement, and should same occur, the Guild shall take all steps to end such interference. Employees who engage in any of the previously mentioned actions may be subject to disciplinary action up to and including discharge. The Employer shall not lockout any employee during the life of this agreement. Any claim by the Employer that the Guild has violated this Article shall not be subject to the grievance procedure of this Agreement and the Employer shall have the right to submit such claim to the courts.

ARTICLE V

PROBATION PERIOD, SENIORITY, LAYOFF AND RECALL

5.1 Probation Period. The probationary period for promoted Police Department employees will be twelve (12) months commencing from their date of promotion. The probationary period for a new employee shall be twelve (12) months commencing from their date of hire as a permanent employee with the Employer.

5.1.1 The Employer may extend an employee's probationary period for any day(s) that the employee is on leave without pay, leave of absence (for example, family leave or medical leave) or shared leave. The Employer may extend an employee's probationary period up to ninety (90) days for performance issues, or misconduct. If the Employer extends an employee's probationary period, the Employer will provide the reason for the extension in writing to the employee. Discipline or termination during the probation period shall not be subject to the grievance procedure. After the probationary period, all discipline must be for just cause.

5.1.2 During the probation period, the employee will be evaluated by the Employer and may be terminated with or without just cause at the sole discretion of the Employer. Discipline or termination during the probation period shall not be subject to the grievance procedure. After the probationary period, all discipline must be for just cause.

5.2 **Seniority.** For the purpose of Articles 5.3 and 5.4, an employee's seniority shall be defined as that period from the employee's most recent first day of compensated work within the bargaining unit.

5.3 **Layoff.** The employee with the least classification seniority within their job classification will be laid off. All employees subject to layoff shall be given thirty (30) calendar days' notice of layoff or pay in lieu thereof. Employees subject to layoff may be allowed to bump the least senior employee in a different classification upon showing that the employee is capable of satisfactorily performing the duties of the position within sixty (60) days and has greater seniority than the least senior employee in that classification.

5.4 **Recall.** Laid off employees shall be recalled by seniority provided that the employee is qualified for the position vacancy. The last employee laid off within a classification shall be the first to be recalled, if qualified. A recall list shall be maintained for at least twenty-four (24) months after the layoff occurs.

ARTICLE VI

EMPLOYEE RIGHTS

6.1 **Police Employee Rights in Discipline.** It is agreed that the Employer has the right to discipline, suspend, or discharge any employee for just cause. Examples of off-duty conduct that may be

subject to discipline include, but is not limited to: 1) the off-duty misconduct materially effects the Employer's business operation or reputation; or 2) the conduct is inconsistent with the position that the employee holds.

6.1.1 To ensure that investigations are conducted in a manner which is conducive to good order and discipline, bargaining unit employees shall be entitled to the following protections which shall hereafter be termed as the "Police Employees' Rights in Discipline". Every employee who becomes the subject of an internal investigation shall be afforded the rights contained in the rest of this Section. This Section shall not apply to routine supervisory inquiries, coaching, or counseling.

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

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

6.2.1 Any employee who becomes the subject of a criminal investigation shall, prior to their interview, be notified that they are the subject of a criminal investigation. Employees may be required to cooperate in an internal investigation, provided they have been notified of their Garrity Rights. A criminal investigation as used herein shall be interpreted as any investigation which could result in the filing of a criminal charge against the employee.

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

6.2.3 The interview of any employee shall be at a reasonable hour, when the employee is on duty, unless the exigency of the interview dictates otherwise. If the employee is suspected of misconduct, the interview generally shall be conducted in person, except that for limited follow-up questions or where there are other unusual situations, questioning may be telephonic or via electronic mail so long as a Guild representative is given the opportunity to participate in the call.

6.2.4 The employee or Employer may request that an internal investigation interview be digitally recorded. There can be no "off the record" questions. Upon request, the employee under internal investigation shall be provided an exact copy of any written statement they have signed or of a verbatim transcript of any interview if one is created.

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

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

6.2.7 Employees have a duty to cooperate with a department investigation and to answer all relevant and material questions which relate to their official duties or fitness for duty; provided, employees retain the rights afforded to them by the Constitution of the United States and the State of Washington, as well as all of the protections of the statutes of Washington State and this Collective Bargaining Agreement. No employee shall be required to submit to a polygraph test, however, must answer all questions fully and honestly.

6.3 Internal Investigation Files. Employees and/or their Guild Representative (if representing the employee) shall have access to complete copies of completed internal investigation files at any reasonable time once a Loudermill hearing has been scheduled, or after discipline has been imposed if no Loudermill hearing is held. Internal investigation files that do not result in an adverse finding shall not, in any way, be notated in that employee's personnel file.

6.4 Internal Investigation Timelines. Internal investigations must be completed within ninety (90) days after the investigation is opened/assigned. If the Employer believes an extension beyond ninety (90) days is necessary, and can demonstrate it has acted with due diligence and the investigation could not be reasonably completed due to factors beyond its control, the Employer must notify the Guild in writing before the expiration of the ninety (90) days, of their intent to extend the time period, the reason for such extension and estimated time frame for completion. Reasons for an extension may include but are not limited to an extended illness, absence, or other unavailability of a critical witness, the complainant, or the

employee being investigated; or delays in the processing of forensic evidence by another agency. Any notification for extension based on unavailability shall include a showing that the person is expected to become available in a reasonable period of time. The period of investigation may also be extended by mutual agreement between the Guild President and the Employer.

6.4.1 The ninety (90) day period shall be suspended when a complaint involving alleged criminal conduct is being investigated by law enforcement, reviewed by a prosecuting authority, or is being prosecuted at the city, state or federal level.

6.4.2 Compliance with this provision is required if findings are to be entered or discipline is to be imposed. Issuance of a Loudermill notice of intent to discipline will constitute conclusion of the internal investigation for purposes of this section.

ARTICLE VII

HOURS OF WORK

7.1 **Hours of Work and Work Week.** The work week shall be seven calendar days beginning at midnight (12:00 am) on Sunday through 11:59 pm on Saturday. The work schedule for regular full-time employees shall, at the discretion of the Employer, be any combination of no less than eight (8) hour, or more than twelve (12) hour shifts.

7.1.1 5/8s. Unless otherwise assigned, employees will work five (5) consecutive eight-hour (8) hour days, Monday through Friday, followed by two (2) consecutive days off, Saturday and Sunday. The daily starting and ending times will be consistent with the standard operating hours of the work group to which the employee is assigned.

The Employer may approve alternate/flexible schedules as defined below.

a) 4/10s. Upon mutual agreement, employees may be assigned to work four (4)/ten (10) hour days during the work week as described in article 7.1. The employee is entitled to three (3) days off, two (2) of which must be consecutive.

b) Flex Time. Upon mutual agreement, employees may be occasionally allowed to work days of different lengths or different days within the workweek in response to a request by the employee or because of the Employer's business need. Such requested schedule

change, if requested by the employee, shall be within the employee's established work week and not incur overtime. For example, an employee requests to flex their time during the work week in order to leave 3 hours early on their last workday of the week, e.g., Friday. Given this example, the employee may add those 3 hours to any of their days during that work week and not be required to use leave for those hours on that Friday. If flexing is requested by the Employer, overtime may not be incurred if the employee is in agreement to alter their schedule in the work week. For this example, the Employer asks an employee to work two hours extra on Tuesday to finish a project and the employee is in agreement to leave two hours early on Friday (if the employee does not agree to flex those two hours in the workweek, the two hours would be subject to overtime per Article VIII).

7.2 Annual Bid Cycle. The Employer, in accordance with Section 7.1 of this Agreement, will normally put forth an annual records unit shift schedule for the upcoming year by November 1st of each year. The bid for shifts and days off will normally take place on November 15th of each year. If November 15th falls on a weekend, the records shift bid will take place on the following Monday. The results of the shift bid shall be posted by the Employer as soon as practical, but no later than December 1st of each year. The new schedule will normally take effect on January 1st of the following year. Seniority shall be the prime factor in the selection of shifts and days off. Special circumstances may necessitate a variance from this procedure. If this occurs, the change will not take place unless it is for the efficient and effective operation of the department. The Employer will discuss any proposed change with the Guild prior to the implementation of such change. New employees will be assigned the vacant shift and are eligible to bid for a shift and days off at the next annual bid cycle.

7.2.1 The Employer shall provide a shift schedule and, when time off is approved, assure that alternate employees are scheduled to cover for authorized leaves if staffing falls below minimum staffing.

7.3 Non-Emergency Work Schedule Changes. The Employer shall have the right to change the work schedule for individual employees covered by this Agreement during non-emergency conditions, provided the change is necessary for the effective and efficient operation of the department. If such a change is proposed, fifteen (15) days prior written notice shall be given to the Guild President or their designee and the affected employee(s). No more than one (1) non-emergent work schedule change will occur per employee in any calendar year; returning the employee back to their regular schedule will not count towards the one (1) schedule change per calendar year. If special circumstances arise that calls for the immediate change of an employee's schedule, the Employer will consult with the Guild president or their designee

prior to the implementation of any changes. At no time will schedule changes be used as a form of discipline without just cause.

7.3.1 The Employer shall notify each Community Service Officer of any summer schedule change pursuant to this section at least thirty (30) days in advance of the change.

7.4 **Emergency Work Schedule Changes.** The Employer shall have the right to change the normal work schedule for individual employees during emergency conditions. If such a change is implemented, a minimum of four (4) days' notice to the Guild and the employee is required prior to the implementation of such change. Emergency conditions shall be defined as situations in which the Employer is unable to fulfill present scheduling commitments and basic law enforcement responsibilities without interrupting the present regular schedule. Emergency conditions shall not formally include holidays, vacations, training sessions, school classes or functions. The emergency work schedule change can remain in effect until the emergency no longer exists.

7.5 **Meal and Rest Periods.** All employees shall receive an unpaid thirty (30) to sixty (60) minute meal period established by the Police Chief; however, the Community Service Officers will receive a paid thirty (30) minute meal period established by the Police Chief. Community Service Officers shall be subject to immediate call during the meal period. All employees shall receive one (1) fifteen (15) minute paid rest period for each four (4) continuous hours worked in each day's work schedule.

ARTICLE VIII

OVERTIME

8.1 **Overtime.** All work performed by an employee which has been authorized by the Employer more than the regularly scheduled shift for regular full-time employees shall be paid at one and one-half (1½) times the employee's regular straight time hourly rate of pay computed pursuant to Washington State Department of Labor and Industries' requirements. An employee's overtime that is joined before or after their regular shift shall be considered a shift extension and not callback time, unless agreed otherwise per Article 7.1.1.

8.2 Overtime shall be paid in increments of fifteen (15) minutes with the major portion of fifteen (15) minutes being paid as fifteen (15) minutes.

8.3 **Compensatory time.** Compensatory time off at a rate of one and one-half (1½) compensatory hours for every one (1) hour of additional work may, at the option of the employee, be requested in lieu of overtime pay. Such compensatory time off shall be scheduled with the approval of the Police Chief, or designee, provided that there is not an undue disruption of the Employer's operation. Employees may only accrue up to a maximum of sixty (60) hours of compensatory time off; any additional time will be automatically paid to the employee.

8.4 **Training.** Travel to training and time spent in training shall be compensated for the employee's scheduled shift on the day(s) of training if such time is equivalent to the employee's full shift; an employee will not be expected to return to the department for the balance of their shift if they have one (1) hour or less of their shift remaining (i.e., travel and training is 9 hours, scheduled shift is 10 hours). Exceptions to this must be approved by the Police Chief or designee. If travel to training and time spent in training exceeds the employee's full shift, the employee will be compensated in accordance with this Article 8 or Article 7.1. l(d) -Flex Time.

If travel to and time spent in training is a partial day, the employee is expected to complete the balance of their regular scheduled work shift. Per diem will be authorized for all trainings that occur outside of Snohomish County.

ARTICLE IX

CALLBACK AND COURT TIME

9.1 **Callback.** An employee who is called back to work after having left the premises shall receive callback pay of a minimum of three (3) hours at the overtime rate of pay. If an employee is on approved leave and is called into work, the employee may request to offset their leave with the callback time.

9.2 **Court Appearances.** Off-duty appearances of regular non-commissioned employees in any Court or other hearing, done at the specific request of the Employer, shall be compensated at the employee's straight-time hourly rate of pay, or overtime hourly rate of pay, if applicable, for a minimum of three (3) hours. The employee shall reimburse the Employer for any subpoena or witness fees received. Employees will personally coordinate with the Prosecutor's Office for court appearances.

ARTICLE X

WAGES

Employees covered by this Agreement shall receive the rates of pay as set forth in Appendix A to this Agreement which by this reference shall be incorporated herein as set forth therein.

ARTICLE XI

HOLIDAYS

11.1 The following days are recognized as holidays for the Police Records Specialist, Police Records Supervisor, and Evidence Technician positions:

New Year's Day	January 1 st (or legally recognized holiday)
Martin Luther King, Jr.'s Birthday	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
Juneteenth	June 19 th
Independence Day	July 4 th (or legally recognized holiday)
Labor Day	First Monday of September
Veteran's Day	November 11 th (or legally recognized holiday)
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving Day	Fourth Friday of November
Christmas Day	December 25 th (or legally recognized holiday)
Two (2) "Floating Holidays"	

11.1.1 The Police Records Specialists, Police Records Supervisor, and Evidence Technician shall receive the above-referenced holidays off with regular pay. If they work on one of these holidays with approval from the Police Chief or designee, they shall receive one and one-half (1½) times their regular straight-time hourly rate of pay in addition to their regular straight- time hour rate of pay for all holiday hours actually worked. The holidays are based on an employee's regular schedule. If an employee is on an alternate work schedule as defined in Article 7.1 and a holiday falls on their scheduled work day which is longer than eight (8) hours (e.g. 9- or 10-hour scheduled work day), the employee will be paid the same number of hours as their schedule.

11.1.2 The Police Records Specialists, Police Records Supervisor, and Evidence Technician shall be eligible to take their floating holiday, in full day increments (i.e., eight (8) hours if on a 5/8's schedule, ten (10) hours if on a 4/10 schedule, etc.), upon mutual approval of the Police Chief, or designee. New employees hired after July 1st, will receive one (1) floating holiday in that calendar year. Floating holidays must be used in the calendar year and have no cash out value.

11.2 Community Service Officers may be required to work holidays based on operational needs. Therefore, they shall receive one hundred and thirty (130) hours off in lieu of City-recognized holidays and floating holidays. Determination of which holidays the Community Service Officer(s) work is at the sole discretion of management.

11.2.1 The Employer currently recognizes eleven (11) holidays and two (2) floating holidays for other employees. If the Employer adds additional recognized holidays for other city employees, the Employer will automatically add ten (10) hours to Community Service Officer(s) holiday bank for each additional holiday added.

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

11.2.3 A Community Service Officer hired after January 1st will receive a pro-rated amount of hours based on their month of hire (i.e., 10.83 per month), which shall be posted and available for use upon hire.

11.2.4 If a current City employee is hired into a Community Service Officer position, the employee shall begin accruing hours for their new assignment beginning the next full pay period. The employee will not accrue hours for date-specific recognized holidays they have already taken. For example, an employee would not receive 10.83 hours in January if they had already observed the January 1st paid holiday.

11.2.5 If a Community Service Officer separates from service with the Employer prior to the end of the year, the Employer shall pay the employee the prorated equivalent of accrued but unused hours from January 1st through the employee's last date of employment (i.e., 10.83 hours per month).

11.2.6 If the employee has used more than the prorated equivalent of hours per month prior to separation, the Employer shall withhold an amount equal to the used, but unearned hours from the

employee's final paycheck. The amount shall be based on the employee's final rate of pay.

11.3 Holidays and hours do not carryover from year-to-year. Any time not used by December 31st will be forfeited on January 1st of the following year.

ARTICLE XII

VACATIONS

12.1 Employees shall receive vacations with pay in accordance with the following schedule:

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

12.2 Vacation periods shall be selected by seniority within the job classification. Vacation requests shall be made by March 1st by seniority for proper scheduling. After the March 1st date, any requests shall be subject to availability. All vacations shall be approved or denied by the Police Chief, or designee, within ten (10) days of submittal. Vacation requests submitted less than fourteen (14) days in advance may be denied.

12.3 Employees shall not carry over from year to year accumulated vacation more than two hundred-forty (240) hours. Any vacation time accumulated more than two hundred forty (240) hours shall be forfeited on January 1st of each year. Provided, however, employees who have approved vacation period canceled by the Employer after September 1st in any year shall be allowed to carry-over such vacation period hours for a period not to exceed six (6) months in the following year.

12.4 Full-time employees shall accrue vacation benefits based on completed months of employment. New employees shall accrue vacation benefits from the date of employment with the ability to request and use accrued vacation; however, there shall be no cashout value for accrued vacation until

successful completion of the probationary period as defined in Section 5.1.

ARTICLE XIII

SICK and BEREAVEMENT LEAVE

13.1 Sick Leave. Employees shall accumulate sick leave pay at the rate of one (1) work day (eight (8) hours) per completed calendar month of continuous service. Regular part-time employees will accrue sick leave on a pro-rated basis. Employees may accrue up to one thousand one hundred sixty-eight (1,168) hours of earned, but unused sick leave.

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

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

- Employees with five (5) years of consecutive service to Employer/completion of sixty (60) months may cash out ten percent (10%) of their balance, up to a maximum cash-out of forty-eight (48) hours.
- Employees with seven (7) years of consecutive service to Employer/completion of eighty-four (84) months may cash out fifteen percent (15%) of their balance, up to a maximum cash-out of one hundred (100) hours.
- Employees with ten (10) or more years of consecutive service to Employer/completion of one-hundred twenty (120) or more months may cash out twenty-five percent (25%) of their balance, up to a maximum cash-out of two hundred ninety-two (292) hours.

Such conversion shall reduce the final sick leave balance to zero.

13.2 **Sick Leave Usage.** Such leave normally will be granted upon application before the absence, provided, however, under certain extenuating circumstances the employee may request sick leave within a reasonable time after the absence, depending on the circumstance of each case. Each employee shall be allowed to use accrued sick leave for the purposes as defined in state law (i.e., RCW 49.46.210) and utilization of sick leave for any other purpose shall be cause for disciplinary action. The Employer may require that the employee, after three (3) days of paid sick leave, provide verification that the employee's use of paid sick leave is for an authorized purpose. The Employer will comply with all State and Federal regulations regarding the collection of sensitive medical information. The Employer reserves the right to collect medical information for FMLA and PFML, and due to the nature of the employee's work for a fit for duty and/or potential disability issues.

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

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

13.5 Sick leave shall not be charged against an employee on a regularly scheduled day off.

13.6 **Bereavement Leave.** In the event of a death in the employee's "immediate family", the employee may be granted leave of absence not to exceed three (3) working days with pay according to the employee's assigned schedule. The term "immediate family" shall be defined as the employee's spouse, child, grandparent, parent, sibling (this includes biological, foster, by marriage, or de facto), or any person residing with or legally dependent upon the employee. Employees needing to travel out of state will receive up to five (5) working days off with pay according to the employee's assigned schedule. The Employer shall allow the employee time off at a time that is closest to the death, funeral, or memorial service for the deceased.

13.6.1 An employee may be excused by the Police Chief, or designee, to attend funeral services of a deceased City employee without loss of pay.

13.7 The Employer will comply with all applicable state and federal laws regarding the use of leave for illness or disability.

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

ARTICLE XIV

HEALTH AND WELFARE INSURANCE BENEFITS

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

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

The Employer will deposit into the employee's Health Savings Account on the first (1st) business day in January of 2025, 2026 and 2027 the following amounts; the amount will be pro-rated for employees selecting this option later in the calendar year. The total Employer contribution of any HDHP plan (including insurance rate and Health Savings Accounts contributions) will not exceed the total Employer contribution

of the base health insurance plan offered by the Employer. The base health insurance plan shall be the AWC HealthFirst 250 plan.

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

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

14.1.3 Opt-Out Payment. A regular full-time employee who opts out of the Employer's medical plan in accordance with Article 14.1.2 will receive fifty (50%) percent of the savings realized by the Employer for the plan which the employee opted out. The savings will be paid into an HRA/VEBA account in the employee's name. Such payment shall not be eligible to be considered in the calculation of the employee's final average compensation, nor will the payment be included in the regular rate of pay calculations performed by the Employer.

14.2 Dental Insurance. The Employer shall pay one hundred percent (100%) of the premium, necessary for the purchase of regular full-time employee and ninety percent (90%) spouse, dependent, or qualifying domestic partner's coverage under the AWC Washington Dental Service Plan J and Orthodontia Plan V.

14.3 Vision Insurance. The Employer shall pay one hundred percent (100%) of the premium necessary for the purchase of coverage for regular full-time employees and their eligible dependents under the AWC Vision Service Plan (VSP) \$25.00 deductible plan.

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

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

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

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

ARTICLE XV

UNIFORMS, EQUIPMENT, AND CLOTHING ALLOWANCE

15.1 Employees are expected to adhere to Employer and LSPD department policies for professional appearance for their normal job duties. Employees may be required to wear department issued uniforms or attire for special occasions (i.e., events, training, ceremonies, etc.) approved or directed by the Police Chief or designee.

15.2 The Employer shall provide each new employee with uniform(s), department attire, and other equipment authorized and required on the LSPD Uniforms Standards spreadsheet. The Employer and the Guild agree to review the LSPD Uniform Standards spreadsheet each January to confirm what items will be provided by the Employer. This review will also address any safety equipment the Employer identifies as reasonable and customary for each position. The Employer reserves the right to replace or repair damaged item(s).

Manufacturer and style will be approved by the Police Chief, or designee, in collaboration with the department's uniform committee. Safety equipment is personal protective equipment (PPE) and provided by the Employer and replaced as needed.

15.3 The Employer shall provide cleaning service for all department issued uniforms at a cleaner designated by the Employer.

15.4 **Use of Uniforms & Equipment.** All uniforms and equipment items purchased and issued by the Employer shall remain the property of the Employer. Employees shall not use uniforms or equipment purchased or issued by the Employer for anything other than the official business of the Employer. Employees are required to maintain equipment in a neat and orderly manner to represent a professional image of the department.

ARTICLE XVI

MISCELLANEOUS

16.1 The employer shall provide electronic access to the City Employee Handbook, the Police Department Policy and Procedure manual, and the Civil Service Rules and Regulations to each employee.

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

16.3 Employees shall have the opportunity to participate in the State of Washington's Deferred Compensation Plan, or any alternative plan approved by the Employer; provided the Employer does not experience any additional costs or time in administering the plan. The Employer shall match up to 1% of the base rate of pay for each participating Guild member. It is the responsibility of the employee to fill out and submit enrollment forms before any match can occur and to update their contributions as their salaries change. Sufficient time must also be given to the Employer for processing.

16.4 **Temporary Light Duty Assignment.** The Employer may establish a temporary modified duty assignment that is outside the normal duties of the employee while that employee has a temporary condition that precludes them from fulfilling their normal duties. The availability, duration and duties of this assignment shall be at the discretion of the Employer. The Employer may use a combination of salary and Worker's Compensation benefits to pay the employee. Probationary employees who are assigned to a temporary modified duty assignment shall have their probation extended by a period of time equal to the employee's assignment to modified duty.

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

ARTICLE XVII

GRIEVANCE PROCEDURE

17.1 "Grievance" is defined as an alleged violation of the express terms and conditions of this Agreement. If a grievance arises, it shall be submitted in writing according to the grievance procedure outlined herein. For matters that fall under the jurisdiction of both the Civil Service Commission and the grievance procedure in this Agreement, an appeal may be filed in one forum only, not both.

17.2 **Grievance Procedure.** All grievance time frames will be suspended when the parties have mutually agreed in writing; either party may end the suspension and continue the grievance process by providing notice to the other party. The Guild will submit a copy of a grievance at Steps 2, 3, and 4 to the Human Resources Director or designee.

17.2.1 **Disciplinary Grievance.** Within fifteen (15) business days of a disciplinary action, a grievance, if made, will be filed in writing at Step 3, stating the Agreement provision allegedly violated, the underlying facts to support the grievance, and the remedy sought.

17.2.2 **Non-Disciplinary Grievance.** Within fifteen (15) business days of the employee and/or Guild being made aware of a non-disciplinary issue, a grievance, if made, will begin at the lowest level

where there is authority to resolve the matter (for example, with the Supervisor at Step 1), stating the Agreement provision allegedly violated, the facts of the matter, and the remedy sought.

17.3 **Step 1** - An employee will attempt to resolve an alleged grievance by discussing it with their immediate supervisor within fifteen (15) days of the alleged violation. If the grievance is not resolved within three (3) business days of the discussion, the employee and/or Guild will submit the grievance in writing to the employee's immediate supervisor within fifteen (15) business days. The supervisor will attempt to resolve the grievance, and respond in writing within fifteen (15) business days after it was submitted.

17.4 **Step 2** - If the matter is not resolved at Step 1, within fifteen (15) business days, the employee and/or the Guild may present the grievance in writing to the next person in the chain of command – the Police Administrative Manager or Deputy Police Chief. That person will attempt to resolve the grievance, and respond in writing within fifteen (15) business days after it was submitted. If the Police Chief is the next person in the chain of command, the Employer and Guild agree to bypass Step 2.

17.5 **Step 3** - If the matter is not resolved at Step 2, within fifteen (15) business days, the employee and/or the Guild may present the grievance in writing to the Police Chief or designee. The Police Chief or their designee will attempt to resolve the grievance, and respond in writing within fifteen (15) business days after it was submitted.

17.6 **Step 4** - If the employee is not satisfied with the solution by the Police Chief or their designee at Step 3, within fifteen (15) business days, the employee and/or the Guild may present the grievance in writing to the City Administrator or their designee. The City Administrator or their designee shall attempt to resolve the grievance, and respond in writing within fifteen (15) business days after it was submitted.

17.7 **Alternate Dispute Resolution.** If the Guild is not satisfied with the resolution by the City Administrator or their designee at Step 4, within fifteen (15) business days, either party may refer the matter to a neutral third (3rd) party. If the matter is filed for arbitration, the parties agree to try to resolve the issue through non-binding mediation while awaiting an arbitration date.

17.7.1 If the Guild and the Employer cannot mutually agree upon a neutral third (3rd) party, a list

of seven (7) names shall be requested from the Public Employment Relations Commission for mediation and/or the Federal Mediation and Conciliation Service (FMCS) for arbitration. The parties will alternately strike names, beginning with the respondent to the grievance, until one (1) name remains for mediation and/or arbitration. The remaining name(s) shall serve as the neutral third (3rd) party. If referred to arbitration:

17.7.1.1 The arbitrator's decision shall be final and binding; and

17.7.1.2 The arbitrator shall be empowered to render a decision based on interpretation of the contract only and shall not add to, subtract from, alter, change, or modify the terms of this Agreement.

17.7.1.3 The cost of the mediator, arbitrator, court reporter, and hearing room(s)/facilities shall be borne equally between the parties. Each party will pay the expenses of their own representatives.

ARTICLE XVIII

SAVINGS CLAUSE

18.1 It is the intention of the parties hereto to comply with all applicable laws and they believe that each part to this Agreement is lawful. All provisions of this Agreement shall be complied with unless any of such provision shall be declared invalid or inoperative by a Court of Final Jurisdiction.

18.2 Should any provision of this Agreement and/or any attachments hereto be held invalid by operation of law or by any tribunal or competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal, the remainder of this Agreement and/or any attachments hereto shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provisions and/or any attachment hereto.

18.3 The parties acknowledge that during the negotiation resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all subjects or matters not removed by law from the area of bargaining and that the understandings and agreements arrived by the parties after exercise of that right and opportunity are set forth in this Agreement. The Guild and the Employer each voluntarily and unqualifiedly waive the right and each agrees the other shall not be obligated to bargain collectively with respect to any subject or matter negotiated into the Agreement or dropped during negotiations. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all inclusive. This Agreement constitutes the entire agreement between the parties and

concludes collective bargaining for its terms subject only to a desire by both parties to mutually agree to amend or supplement at any time.

ARTICLE XIX

DURATION

19.1 This Agreement shall be effective January 1, 2025, and shall remain in full force and effect through December 31, 2027, unless otherwise provided for herein and shall remain in effect during the course of negotiations of a new Agreement.

19.2 Within nine (9) months prior to the termination date of this Agreement, the Guild and/or the Employer shall have the right to open this Agreement for the purpose of renegotiating changes in the Agreement.

Dated: 5 Jun 2025

CITY OF LAKE STEVENS

By: Brett Gailey, Mayor

Dated: 06-09-25

LAKE STEVENS POLICE GUILD

By: Kristen Parnell, Guild President

APPENDIX A

To the AGREEMENT by and between CITY OF LAKE STEVENS, WASHINGTON and the LAKE STEVENS POLICE GUILD, January 1, 2025 through December 31, 2027:

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF LAKE STEVENS, WASHINGTON, hereinafter referred to as the Employer, and the LAKE STEVENS POLICE GUILD.

A.1 Effective January 1, 2025, the monthly rates of pay for classifications covered by this Agreement, for all employees on the payroll on the date of contract execution, shall be as follows:

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Police Records Supervisor	PRSUP	\$7,876.63	\$8,231.08	\$8,601.48			
Police Records Specialist	PRC	\$5,746.01	\$6,004.57	\$6,274.78	\$6,557.14	\$6,852.22	\$7,160.58
Community Service Officer	CSO	\$6,051.62	\$6,303.76	\$6,566.43	\$6,840.02	\$7,125.03	\$7,421.91
Police Evidence Technician	PET	\$6,240.20	\$6,521.01	\$6,814.45	\$7,121.12	\$7,441.56	\$7,776.42

A.1.1 Effective January 1, 2026, the rates of pay set forth within Section A.1 will be increased ninety percent (90%) of CPI-W (Seattle/Tacoma/Bellevue -June to June) for the prior year. The minimum cost of living adjustment increase shall be no less than one percent (1%) and no greater than four percent (4%).

A.1.2 Effective January 1, 2027, the rates of pay set forth within Section A.1.1 will be increased by ninety percent (90%) of CPI-W (Seattle/Tacoma/Bellevue - June to June) for the prior year. The minimum increase shall be no less than one percent (1%) and no greater than four percent (4%).

A.2 Step one (1) through six (6) are all twelve (12) months in duration. An employee shall advance from one Step to the next Step upon completion of the required months of service.

A.3 The Employer may assign a new employee at any monthly pay range set forth within Section A.1 at the sole discretion of the Employer.

A.4 **Longevity Pay.** All employees shall receive longevity pay in accordance with the following schedule.

Period of Service	Total Longevity Pay (Not Cumulative)
After 5 years	1% above the pay they would otherwise receive in A.1
After 10 years	2.50% above the pay they would otherwise receive in A.1
After 15 years	4% above the pay they would otherwise receive in A.1
After 20 years	4.75% above the pay they would otherwise receive in A.1

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

A.6 Tuition Reimbursement. Employees may participate and apply for the City's Tuition Reimbursement program per the City's Employee Handbook.

A.7 Performance Development Plan (PDP). The Employer will develop a job specific development plan for each position covered by this agreement. Employees will be eligible to begin the program after successful completion of their probationary period, however training completed during their probationary may be applicable to program requirements. All other program requirements are established at the sole discretion of the Employer. When an employee successfully completes a performance development plan specific to their position, they shall receive a premium above their base rate of pay beginning the next full pay period (e.g., employee completes the PDP on the 7th day of the month, their premium will begin on the 16th, which will be reflected on the first payday of the following month). The premiums shall be as follows:

Advanced Level	3%
Master Level	5%

Employees who have achieved their program level must maintain their level status by completing continuing education approved by the Employer to renew their premium each year. Continuing education must be completed 30 days in advance of their annual program completion date to be eligible to receive their premium for the next year (e.g., the employee's PDP completion date is November 7th, the employee will need to complete their continuing education credits by October 7th each year).

The employee is responsible for submitting all required documentation to management prior to payroll cutoff in order to receive their premium. The premiums for each level are not combinable (e.g., master level does not also get advanced level premium).

A.8 Lead Police Records Specialist Assignment. The goal of the Lead Police Records Specialist assignment is to provide experienced leadership of the records unit during the Police Records Supervisor's absence by providing opportunities for leadership experience and training.

A.8.1 When an assignment is available, the Chief or designee will make a department-wide
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announcement, which will include the requirements for the assignment and duration. Employees are not limited to one term in the assignment.

A.8.2 During the period of assignment, the Lead Police Records Specialist will receive four percent (4.00%) above their Police Records Specialist base pay. For example, if the employee were at Police Records Specialist Step 3 when assigned as Lead Police Records Specialist, they would receive Police Records Specialist Step 3 plus four percent (4.00%).

A.8.3 This program does not intend to use the Lead Police Records Specialist for long-term complete supervisory duties, such as when a promotion, retirement, or resignation creates an open Police Records Supervisor position. However, due to unforeseen circumstances the Police Records Supervisor may be absent for an extended period.

When the Lead Police Records Specialist is performing the entirety of the Police Records Supervisor's job duties for more than thirty (30) business days, they will receive five percent (5.00%) Out of Classification Pay in accordance with A.5, in addition to the four percent (4.00%) Lead Police Records Specialist pay. The Out of Classification Pay will commence on the thirty-first (31) working day and will not be retroactive.

A.9 When the Police Chief or designee assigns a Community Service Officer to train a new Community Service Officer, they shall receive four percent (4.00%) above their base pay for hours they perform field training duties identified in the CSO FTO Program. For example, if they are being paid at Community Service Officer Step 3, they would receive Community Service Officer Step 3 plus four percent (4.00%).

A.9.1 Prior to receiving this incentive, the Community Service Officer must have completed Basic Field Training Officer School through the National Association of Field Training Officers, or an equivalent program as approved by the Police Chief.