

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	2/4/2019	Legal Review: <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required
Department:	Administration	
Contact Name/Phone:	Vanessa Bronsema (360) 255-7086	
Council Committee Review: <input type="checkbox"/> Community Development <input type="checkbox"/> Public Safety <input type="checkbox"/> Finance <input type="checkbox"/> Public Works <input type="checkbox"/> Parks <input checked="" type="checkbox"/> Other: <u>Wage/Personnel</u>		
Attachments:		
1. Lynden Police Officers Collective Bargaining Agreement 2018-2021 2. Memorandum of Understanding – Article 8 (Sick Leave)		
Name of Agenda Item:		
Approval of Teamsters 231 Labor Contract for Police Officers		
Summary Statement:		
<p>On October 1, 2018 the City reached a tentative agreement for the labor contract with the commissioned Police Officers represented by the Teamsters Local 231. The Union voted to ratify the contract on January 14, 2019. During the document revision process further changes were made to Article 8 (Sick Leave) in order to comply with recent changes to Washington State's minimum wage and sick leave law; those changes are captured in the supplemental Memorandum of Understanding (MOU).</p> <p>The City Council has been provided a "red-lined" version of the documents to see the changes from the previous contract separate from the final documents included here, which are prepared for the Mayor's signature.</p> <p>Some key components of the contract include:</p> <ul style="list-style-type: none">• Four (4) year term, effective Jan. 1, 2018 – Dec. 31, 2021.• Inclusion of the supervisory Lieutenant position.• 14.45% cost of living adjustment (COLA) / wage increase over the life of the contract.• Employee health care premium contribution of 10% (monthly), with a monthly "cap" removed in 2021.• \$3,000 per officer for health care premium offset in 2018 and 2019. <p>The expected cost of the contract over the four-year term is \$460,000 for wages and health insurance benefits. Other benefits, such as retirement contributions, are not included in this estimate.</p>		
Recommended Action:		
Approve the Collective Bargaining Agreement, including the Memorandum of Understanding for sick leave, for the Mayor's signature.		

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This Agreement made and entered into by and between the CITY OF LYNDEN, WASHINGTON, party of the first part, and GENERAL TEAMSTERS UNION LOCAL NO. 231 of Whatcom County, Washington, party of the second part.

GENERAL PURPOSES

The City of Lynden, hereinafter referred to as the Employer, and Local 231 of the International Brotherhood of Teamsters, hereinafter referred to as the Union, do hereby reach agreement for the purposes of enhancing the Employer/employee relationship and to promote the general efficiency, morale and security of the employees.

ARTICLE 1 UNION RECOGNITION AND SECURITY

1.01 The Employer recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining for all Commissioned Police Officers of the City excluding the Chief and Deputy Chief positions.

1.02 Employees classified as Commissioned Police Officers may exercise their right to join the Union without interference from the Employer.

1.02.1 The City will allow the Union thirty (30) minutes to meet with new employees, during the employee's regular working hours, for purposes of presenting information about the bargaining unit. This shall occur as close as possible to an employee's date of hire, but in no instance later than ninety (90) calendar days. The Union is responsible for scheduling meetings with new employees after receiving notice of hire from the City.

1.03 No employee shall be discharged, suspended or discriminated against for upholding Union principles and any employee working under instruction of the Union or who serves on a committee may do so without losing their position for such activity, provided activity is not done on employer's time. There shall be no discrimination against any individual employee of the City or member of the labor organization with whom the City has a bona fide collective bargaining agreement with respect to the hire, tenure, compensation or other terms and conditions of employment because of Union membership, race, color, religion, national origin, creed, sex, marital status, physical, mental or other sensory handicap or age except where such constitute a bona fide occupational qualification.

1.04 No employee covered by this Agreement shall suffer a reduction in wages or conditions as a result of the adoption of this Agreement.

1.05 Only members of the bargaining unit shall perform work of the bargaining unit, excluding department heads and reserve officers as defined herein. All work hours including standby and/or overtime hours shall first be offered to regular, fully commissioned police officers of the bargaining unit. After the first right of refusal by regular police officers has been exercised, the work hours including standby and/or overtime hours may be assigned to Reserve Police Officers.

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1.06 Reserve Police Officers: Reserve officers may be assigned duties of members of the bargaining unit in cases where, in the judgment of the supervisor on duty, additional assistance is needed beyond the capability of those bargaining unit members available and, at that time, reserve officers are to be paid at the rate of pay specified in Article 11.09 of this Agreement. Reserve officers shall not be considered a part of the bargaining unit for any other benefits or conditions under this Agreement, other than those wages provided in Article 11.09 and the “Hold Harmless Clause” in Article 13, or otherwise required by law.

ARTICLE 2 UNION-MANAGEMENT RELATIONS

2.01 All collective bargaining with respect to wages, hours and other working conditions of employment shall be conducted by authorized representatives of the Union and authorized representatives of the Employer.

2.02 It is recognized that the Employer will retain whatever rights and authority necessary for it to operate and direct the affairs of the Department in all the various aspects, including but not limited to: the right to direct the working forces; to plan, direct and control all of the operations and services of the Department; to determine the method, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours; to assign overtime; to hire and promote; to demote, suspend, discipline or discharge employees for just cause; to relieve employees due to a lack of work or other legitimate reasons; to make and enforce reasonable work rules and regulations and to change or eliminate methods of Police function, equipment or facilities. It is understood that no right herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this agreement.

2.03 The Employer agrees to publish the method by which promotions shall be within the Department; to publish reasonable work rules and regulations, if any, and make copies of both available to members of the bargaining unit. Any new or change in existing rules and regulations by the Employer which effect terms and conditions of employment must stand the test of reasonableness.

2.04 Officer Safety Committee: The Officers and Police Supervisors will form a Safety Committee which will meet with the Police Chief or his designee to address and resolve issues of Officer safety. Safety issues brought forth and not satisfactorily resolved in a timely manner may be appealed to the City Administrator and the Mayor.

ARTICLE 3 NEW HIRE NOTIFICATION

3.01 The Employer agrees to notify the Union of new hires within seven days of the hire date. Notification must list name, address and hire date.

ARTICLE 4 WORK SCHEDULE

4.01 (a) The workweek shall be 12:01 a.m. Sunday through 12:00 [midnight] Saturday. Standardized shifts shall be established on an eight-hour basis. All time worked over eight hours

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in any one shift or over forty hours in any one workweek shall be paid for at the rate of time and one-half (1-1/2) the regular rate of pay. All time worked over twelve (12) hours in any one shift shall be paid for at twice the regular rate of pay; provided, however, that for the purposes of this paragraph, standby time shall not be considered time worked over eight (8) hours in any one day or any one shift. The workweek shall include (2) consecutive days off unless the parties mutually agree otherwise.

(b) Work shifts that extend from one calendar day to another shall be considered continuous for overtime purposes. Emergency call-outs that extend from one calendar day to another shall be paid at the appropriate overtime rate, for those consecutive hours worked, until that call-out period is terminated or the employee's scheduled shift begins. There shall be no pyramiding of overtime.

(c) Modification to daily and/or weekly work schedules, such as 4/10's, may be established by mutual agreement between the City and the Union.

The "Master 10 Plan" alternative standardized shift shall be established on a ten-hour basis as follows:

4.01.1 (a) The workweek shall be 12:01 a.m. Sunday through 12:00 [midnight] Saturday. The alternative standardized shift "Master 10 Plan" shall be on a ten-hour basis, with the exception of officers assigned to specialized programs that require the traditional eight (8) hour shift. For officers working ten-hour shifts, all time worked over ten hours in any one shift or over forty hours in any one workweek shall be paid for at the rate of time and one-half (1-1/2) the regular rate of pay. All time worked over fourteen (14) hours in any one shift shall be paid for at twice the regular rate of pay; provided however, that for the purposes of this paragraph, standby time shall not be considered time worked over ten (10) hours in any one day or any one shift. The workweek shall include three (3) consecutive days off, except in cases where shift rotations on the "Lynden Police Department Master 10 Plan" may cause an employee to return to work after only 68 hours off between shifts.

4.01.1 (b) Work shifts that extend from one calendar day to another shall be considered continuous for overtime purposes. Emergency call-outs that extend from one calendar day to another shall be paid at the appropriate overtime rate, for those consecutive hours worked, until that call-out period is terminated, or the employee's scheduled shift begins. There shall be no pyramiding of overtime.

4.02 CALL BACK TO DUTY

(a) Personnel called back to duty following completion of a shift or on an off-duty day shall be guaranteed two hours pay at the overtime rate of time and one-half for duty of two (2) hours or less, provided the Chief has instructed the employee to report. For duty over two (2) hours but less than three (3) hours, they shall be compensated for three (3) hours on duty at the rate of time and one-half. If work extends beyond three (3) hours, the employee will be paid the actual hours on duty at the overtime rate of time and one-half. Employees required to report before their normal

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starting time shall be compensated at time and one-half provided they work more than their regular shift.

(b) Personnel called back to duty to appear in court following completion of a shift or on an off-duty day shall be guaranteed three (3) hours pay at the rate of double time, provided the Chief has instructed the employee to report. If work extends beyond three (3) hours, the employee will be paid the actual hours on duty at the rate of double time. When subpoenaed to testify in Superior Court, uniformed employees may be rescheduled from other shifts to a day shift as follows: If subpoenaed to testify in Superior Court a week or more in advance, the subpoenaed officer's schedule may be changed to a day shift. No change in shift shall be made until a week has elapsed from the date of receipt of the subpoena, unless the officer agrees to an earlier change.

(c) Court pay will be paid as follows:

- Vacation Day, Day Off: Three (3) hour minimum at double (2) time.
- Graveyard: When bulk of the shift is on the court day, three (3) hour minimum at Double (2) time.
- Swing Shift (2:00 p.m. to 10:00 p.m.): i.e., court starts at 1:30 p.m., one-half ($\frac{1}{2}$) hour at time and one-half ($1\frac{1}{2}$) rate.
- Day Shift (6:00 a.m. to 2:00 p.m.): Actual time past 2:00 p.m. at time and one-half ($1\frac{1}{2}$) rate.

4.03 STANDBY TIME: Officers ordered by the Chief to be on standby shall be compensated at time and one-half their regular rate of pay. Officer(s) required to be on stand-by for possible court duty will receive such notice, in writing, by the City, stating the hours and date(s) of the specified stand-by duty. If said duty is canceled less than 12 hours prior to the stand-by duty period, 3 hours call-time at time and one-half shall be paid to the officer(s) affected. If the affected officer(s) reports to court duty, he/she shall be paid as outlined in Section 4.02.

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ARTICLE 5 PAID HOLIDAYS

5.01 (a) The following days shall be considered as paid holidays at eight (8) hours per holiday and shall be paid for regardless of the day in the week the holiday should occur:

New Year's Day	Veteran's Day
Martin Luther King Jr. Birthday	Thanksgiving Day
President's Day	Day After Thanksgiving
Memorial Day	Christmas Day
Fourth of July	Employee's Birthday*
Labor Day	Floating Holiday**

* Employee's birthday may be taken at any point in the calendar year (January 1 through December 31) and may be taken in hourly increments. Any remaining time for the birthday holiday not used within the calendar year will be forfeited.

** Floating holiday may be taken at the employee's discretion with Employer concurrence. The Floating Holiday must be used in the year it is received or be forfeited.

(b) All work performed on January 1st, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at the rate of double time. All work performed on the remaining holidays listed in 6.01 above shall be paid for at the rate of time and one-half in addition to holiday pay.

(c) Each employee shall receive twelve days (96 hours) off each year in lieu of holidays. The employee shall be allowed to accrue the days off in lieu of holidays as the corresponding holidays in Section 5.01 actually occur, and bid these days in conjunction with the vacation schedule listed in Article 6.01 in the calendar year after earning; provided, however, except by permission of the City, no employee shall take more than three weeks of vacation consecutively.

(d) Terminated employees entitled to holidays listed above shall be paid in cash at time of termination for all holidays that have occurred during employee's time of employment for which employee has not received compensation for or time off.

(e) If an officer is ill on a holiday he/she would have normally worked, accrued sick leave may be used for the holiday and the eight (8) hours for that holiday will be added to their vacation accrual. If a holiday falls on an officer's normal day off, eight hours will be added to their vacation accrual.

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ARTICLE 6 PAID VACATIONS

6.01 A schedule of paid vacations shall be on the following basis:

Year of Employment	Annual Accrual	Monthly Accrual	Semi-Monthly Accrual	Max. Accrual/Year
During year 1 of employment	80 hours pay	6.68	3.34	120 hours
During year 2 of employment	88 hours pay	7.34	3.67	128 hours
During year 3 of employment	96 hours pay	8.00	4.00	136 hours
During year 4 of employment	104 hours pay	8.68	4.34	144 hours
During year 5 of employment	120 hours pay	10.00	5.00	160 hours
During year 6 of employment	128 hours pay	10.68	5.34	168 hours
During year 7 of employment	136 hours pay	11.34	5.67	176 hours
During year 8 of employment	144 hours pay	12.00	6.00	184 hours
During year 9 of employment	152 hours pay	12.68	6.34	192 hours
During year 10 of employment	160 hours pay	13.34	6.67	200 hours
During year 15 and thereafter	200 hours pay	16.68	8.34	240 hours

6.02 Accrued and unused vacation shall be paid to employees who are terminated or who terminate on the basis of 1/12th of earned vacation for each month from hire date to date of termination.

6.03 The Chief of Police may grant in excess of three (3) consecutive weeks of vacation, but solely at his discretion.

6.04 Employees shall be allowed to accrue a maximum of forty (40) hours of vacation time, in addition to their annual accrual as shown in their maximum accrual limit in 6.01. Any hours over that limit shall be forfeited on an annual basis, at the end of each calendar year.

ARTICLE 7 HEALTH & WELFARE

7.01 HEALTH & WELFARE: In accordance with the Collective Bargaining Agreement which expired December 31, 1978, personnel were covered in accordance with the then existing Law Enforcement Officers (LEOFF) system on the basis of 100% for medical-hospital. By legislative action, personnel hired October 1, 1977 and after were excluded from such coverage unless they were disabled for periods in excess of six months, after which time they would be covered at 100%. The parties to this Collective Bargaining Agreement agree that all personnel on the payroll prior to 10/1/77 shall continue, during the life of this Agreement, with 100% coverage for medical and hospital costs. For personnel hired 10/1/77 and after, the City agrees to make the required monthly premium payments on behalf of the employee and the employee's dependents to Group Health Cooperative of Puget Sound in order to maintain the level of benefits under the "(GHC) Co-Pay Plan 2". To be eligible for the benefits listed in this Article, the employee must be compensated for eighty (80) hours or more in the previous month. New employees and their eligible dependents will be covered as follows: **(1)** LEOFF 1 employees will be covered on date

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of employment; and **(2)** all other employees and their dependents will be covered on the first day of the month following the date of employment.

7.01 (a) See Health and Welfare Addendum

7.01.2 Medical Opt-Out: Employees who have medical coverage through their spouse, may choose to discontinue medical coverage with the City of Lynden, with written notice to the City, and receive a monthly cash benefit in the amount of 60% of the monthly medical premiums discontinued. The City will retain the balance of 40% of the monthly premium discontinued. The employee may re-enroll for medical coverage with a 30-day written notice to the City and forfeit their monthly cash reimbursement in the month(s) they receive medical coverage. Medical opt-out requests will be allowed on a first come/first serve basis by approval of the City so as not to jeopardize the participation requirements of the City's insurance provider. The employee requesting to opt-out of medical coverage, provided by the City, agrees to indemnify and hold the City and the Union harmless against any and all claims, suits, orders and judgments brought and issued against the City or the Union in regard to the employee discontinuing their medical insurance coverage with the City.

7.02 DENTAL: The City agrees to pay the premium required to provide Washington Teamster Dental Plan "B" coverage.

7.03 VISION: The City agrees to pay the premium required to provide Washington Teamster Vision Plan EXT coverage.

7.04 The City agrees to maintain benefits during the life of this Agreement and the Union agrees that during the life of this Agreement it will not request additional benefits.

7.05 Benefit carriers may be changed or benefits may become self-insured by the City through mutual agreement of the City and the Union.

ARTICLE 8 SICK LEAVE PAY

8.01 (a) LEOFF I EMPLOYEES: Prior to October 1, 1977 personnel covered by this Agreement were covered in accordance with the then existing legislation for Law Enforcement Officers which provided that during periods of absence because of illness or accident such employee did not suffer a reduction in pay during such absence. As a result of legislative action, personnel on the payroll prior to October 1, 1977 continue to have coverage on a "grandfather" basis. Personnel hired on or after October 1, 1977 were eliminated from coverage until or unless they suffered a disability which lasted over six months, at which time they would fall under the LEOFF disability pension system.

(b) The parties to this Agreement agree that all personnel on the payroll prior to October 1, 1977 shall continue during the life of this Agreement with the same coverage as they previously enjoyed.

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(c) Sick leave pay for LEOFF I employees will not be allowed in the case of application for disability leave until completion or termination of disability leave period. In no case, with regard to LEOFF I employees, may sick leave be used in combination with disability leave in excess of the maximum six (6) month disability leave period allowable and/or in excess of accrued sick leave.

8.01.1 (a) All employees shall accrue sick leave at the rate of eleven (11) hours per month, for each month of City employment, up to a maximum of 1136 hours. Part-time employees shall accrue prorated sick leave, based on the average hours worked per day, during the month, for each month of City employment.

(b) For employees hired on or before December 31, 2014: Upon accumulation of 1040 hours of sick leave, the employee may sell back to the City any amount of hours over 1040 at fifty percent (50%) of the current rate of pay the employee is receiving at the time of the "sell back". This "sell back" must occur at the end of the calendar year (last payroll check) and only then. The employee must notify the City payroll department, on a form supplied by the City, no later than December 1st of each year.

(c) Employees hired after December 31, 2014 will not have the option to "sell back" sick leave hours.

(d) Accumulation of sick leave beyond 1136 hours will cause the employee to lose those hours accrued beyond the maximum limit.

(e) Sick pay shall start with the first day of illness, injury, accident or hospitalization, or to instances in which the employee must care for his/her sick or injured spouse, domestic partner, significant other, child, or parent. The employee shall submit a doctor's certificate to establish bona fide illness, if requested by the Employer. If the City determines that the use of sick leave by the employee shows a pattern of misuse of this benefit, the City can require that the employee provide a doctor's note to establish evidence of illness of the employee or the employee's dependent for whom this benefit was used. If it is determined that the employee is misusing this benefit, the City may take action against the employee, denying the use of sick leave benefits and possible disciplinary action.

(f) Upon termination of employment with the City, unless the cause of termination is gross misconduct related to employment or conviction of a criminal offense that has a direct adverse effect on the employee's employment or reputation of the City, the employee will receive pay for all of his/her accumulated sick leave at the rate of 50%.

(g) Sick leave pay shall be coordinated with any time loss paid by the State Industrial Insurance Program. The actual amount paid by the Employer shall be the only amount charged against the employee's sick leave.

8.02 Family Leave: The City will provide leave to any eligible employee covered by this Agreement, consistent with the Washington State Family Leave laws and the Federal Family and Medical Leave Act (FMLA). At the employee's option, they may retain, in each category, up to eighty (80) hours of accrued vacation and sick leave.

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8.03 Use of Sick Leave for Family Care: Sick leave (not associated with FMLA leave) shall include time off each year to care for an illness of the employee's spouse, domestic partner, significant other, child, or parent, which shall include time which can be used, if it is absolutely necessary, to transport a spouse or parent to doctor appointments. Accrued sick leave (other than that associated with FMLA leave) also may be used to care for a child of an employee, under the age of 18, with a health condition that requires treatment or supervision. A health condition that requires treatment or supervision is defined as:

- any medical condition requiring medication that the child cannot self-medicate;
- any medical, health or mental health condition which would endanger the child's safety or recovery without the presence of a parent or guardian;
- any condition warranting preventative health care such as physical, dental, optical or immunization services when a parent must be present to authorize such services and when sick leave may otherwise be used for the employee's preventative health care.

The City has the right to require a doctor's certification proving that the illness of the dependent is sufficiently serious to require the employee to be in attendance.

8.04 Parental Leave: Parental leave not otherwise addressed by the FMLA will be allowed, and shall include paid time off for maternity-related (including disability), parental, and/or spousal care responsibilities. Employees may use up to 240 hours of paid sick, vacation or comp. time leave in a 12-month period for this purpose; the 12-month period begins on the first day of absence (where not otherwise covered by FMLA), and is determined on a rolling basis. Leave above 240 hours may be allowed, subject to approval of the City.

ARTICLE 9 BEREAVEMENT LEAVE

9.01 If an employee covered by this agreement suffers a death in their immediate family, such employee shall be granted time off with full pay "Immediate Family" and "Time Off" shall be defined as follows:

9.02 Immediate Family: The employee's immediate family for purposes of bereavement leave is defined as the employee's spouse, child, grandchild, parent, brother, sister, includes those in a step relationship with the employee or spouse, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent and guardian of the employee or spouse, or the death of any person residing with or legally dependent upon the employee.

9.03 Time Off: An employee shall be granted not more than five (5) working days (not to exceed 55 hours) absence with full pay for bereavement and to assist with funeral arrangements and services when a death occurs.

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9.04 Accrued sick leave, up to an additional five (5) days maximum, may be used if additional time off is needed. Of this five (5) day maximum allowance, an employee may use accrued vacation or a combination of accrued sick leave and accrued vacation, provided that not more than three (3) days of accrued sick leave shall be used.

9.05 Up to three (3) days of accrued sick leave per year may be used to attend the funeral of a friend or a family member that is not listed above.

Days, in this Article 9, are eight (8) hours, ten (10), or eleven (11) hours depending on the employees shift schedule.

ARTICLE 10 JURY DUTY & MILITARY LEAVE

10.01 When an employee covered by this Agreement is called upon for jury service in any Municipal, County, State or Federal Court, they shall advise the Employer upon receipt of such call and if taken from their work for such service, shall be reimbursed as provided herein for any loss of wages while performing such service provided they exhibit to the Employer their properly endorsed check and permit the Employer to copy the check or voucher they receive for such service. The amount the employee shall be reimbursed shall not exceed their regular rate of pay (monthly pay minus jury duty pay).

10.02 Compensation and benefits during periods of military leave shall be as outlined in state law (RCW 38.40.060), USERRA and City policy. Employees must notify his or her supervisor in accordance with USERRA (Section 4312 (a) (1) / 20 CFR 1002.85) upon notice or receipt of orders requiring an employee to be absent from their job.

ARTICLE 11 SCHEDULE OF WAGES

11.01 [SEE WAGE ADDENDUM A]

11.02 CLOTHING ALLOWANCE: A clothing allowance shall be provided to each officer each year. Newly hired officers shall receive their first clothing allowance when appointed to their position. Thereafter, the clothing allowance shall be paid once a year during the February claim runs and claim checks will be issued during the month of February.

Effective 1/1/18: The clothing allowance shall be: Initial - \$1200.00 Annual - \$1200.00.

11.02.1 PROTECTIVE VESTS: The City shall provide bullet-proof vests for each regular officer and each regular officer shall be required to wear such vest while on duty. The City shall replace an officer's existing personal vest provided the vest is at least five years old. When purchasing vests, officers will be required to get approval from the Chief as to the style of vest so as to insure that it meets safety standards. An officer may then select the vest of his/her choice with the City paying up to the maximum amount of \$1,200.00. Vests will be replaced as needed if damaged or destroyed in the line of duty. Upon termination from the City, officers shall turn in their protective vests.

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11.03 Damaged Personal Property: Police officers shall be reimbursed by the City for all personal clothing and personal property which is damaged in the line of duty. Replacement shall be at full replacement cost. Use of personal equipment such as night vision goggles or other service duty items must be approved by the Police Chief prior to use by the officer in order to qualify for reimbursement under this section.

11.04 Longevity: Employees covered by this Agreement, starting their ninth (9th) year of service, shall receive 1.1% x their monthly rate of pay per month, in addition to their regular rate of pay and shall receive an additional 0.1% per month for each year of service after nine (9) years. The percentage will be capped at 3.2%.

11.05 Department Armorer: Officer(s) assigned to the duties of Department Armorer shall receive a monthly premium of 3% based on the top step wage rate during the time he/she is assigned to and performs such assigned duties.

11.06 Detective Premium: Officer(s) assigned to the Detective position shall receive a premium of five percent (5%) of his/her regular pay per month.

11.07 Field Training Officer: Officer(s) assigned to the duties of Field Training Officer shall receive a monthly premium of 3% based on the top step wage rate during the time he/she is assigned to and performs such assigned duties.

11.08 Special Duty Employment: The following shall apply to officers who wish to provide service to the Lynden Community in support of community sponsored events, including but not limited to the Northwest Washington Fair and Lynden School District sporting events:

- A. Special Duty Employment - Bargaining Unit Officers:** Bargaining Unit police officers working City approved and mutually agreed upon "special duty" employment for community events, as defined above, will be covered under all aspects of the current Collective Bargaining Agreement with the exception of Articles 4 and 11 (except 11.03 is still in effect).
- B.** Hours of "special duty" work will not be used to calculate or effect other regular hours of work for the City in regards to overtime, call-back, sick leave or holiday pay.
- C.** The hours that an individual officer can work this "special duty" is limited to 50 hours in a 28 day period.
- D.** Bargaining Unit Police Officers working City approved and mutually agreed upon "Special Duty Employment" for community events, other than those at the Northwest Washington Fair, shall be paid at the top step (8th year) Officer's regular rate of hourly overtime pay (time and one-half). The City agrees to collect reimbursement, plus direct benefit costs to the City, from the event sponsors.
 - a. The City will pay the Officer the rate of pay agreed to by the Officers and the Northwest Washington Fair (N.W.W.F.) for all hours worked during Fair week. The City agrees to collect reimbursement, plus direct benefit costs to the City, from the

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N.W.W.F. according to said Agreement.

- E. The officers will be responsible for required federal tax payments on this pay.
- F. Any section of this Article found to be in conflict with FLSA or State of Washington Law will be void but will not invalidate other sections.

11.09 Reserve Officer Pay: Reserve officer pay in Section 1.06 or the Northwest Washington Fair and other community sponsored events shall be the “2nd six months” step of the Police Wage Grid.

11.10 Education Incentive: The following monthly premiums for levels of education shall be the percentage of the Officer’s regular pay, not to be compounded.

<u>AA [or 90 credit equivalent]</u>	<u>AA Police related</u>	<u>BA</u>	<u>BA Police related</u>
1%	2%	2%	3%

Approved “Police Related” fields of study: Criminal justice, political science, psychology, sociology, education, law, English, liberal arts, public administration, criminology, computer science, psychology, public or business administration, foreign language or subject approved by the Chief of Police.

11.10.1 Books and Tuition: The City will reimburse officers for books and tuition for classes that have been successfully completed (Pass or Grade C or better) and for classes that have been approved by the Chief. The City, however, will not have an unlimited budget for this benefit. An amount will be budgeted each year and the Chief will use his discretion within the budgeted amount. It will be the intent of the City to administer this benefit fairly among the officer(s) who qualify.

11.11 Sergeant Premium: Officer(s) assigned to the Sergeant position shall receive a monthly premium of 13% based on, and in addition to, the top step wage rate.

11.12 Lieutenant Premium: Officer(s) assigned to the Lieutenant position shall receive a monthly premium of 15% based on, and in addition to, the Sergeant wage rate.

11.13 The City agrees to pay \$40.00 per month, on behalf of each Officer, into the Officers choice of deferred compensation plans offered by the City. The City agrees to match the Officer's contributions up to an additional \$60.00 per month to a maximum City contribution of \$100.00 per month. Access to this benefit requires employment from the employee. The Officer can choose one of the following plans for the City contribution:

Nationwide Retirement Solutions
or
Washington State Deferred Compensation Program

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11.14 Compensatory Time Off: Officers, at their discretion, may choose to receive compensatory time in lieu of overtime pay that may be accrued up to a maximum of one-hundred and twenty (120) hours. Accrued compensatory time may be used or cashed out at the Officer's discretion, however, scheduling of any compensatory time off shall be at a time mutually agreeable to the employee and the Employer so as not to jeopardize the operational needs of the Department. Compensatory time shall be accrued at the rate of the applicable overtime rate of pay received [time and one-half (1½) or double time (2x)]. Compensatory time off will not apply to overtime hours worked for other agencies, i.e.: State Emphasis Patrols, Special Duty Employment (see 11.08).

ARTICLE 12 INITIATION FEE AND DUES CHECKOFF

12.01 For employees who individually and voluntarily certify, in writing, that they authorize such deductions, Union initiation fees and dues shall be deducted by the City and remitted to the Secretary-Treasurer of General Teamsters Union Local 231. Accompanying said monies shall be a list showing names of each employee and the actual amount to be credited to their account.

ARTICLE 13 HOLD HARMLESS CLAUSE

13.01 The City of Lynden City Ordinance known as Chapter 2.14, "Legal Actions Against City Officials and Employees," is as follows:

Sections:

- 2.14.010 Definitions
- 2.14.020 Legal representation
- 2.14.030 Exclusions
- 2.14.040 Determination of exclusion
- 2.14.050 Representation and payment of claims--conditions
- 2.14.060 Effect of compliance with conditions
- 2.14.070 Failure to comply with conditions
- 2.14.080 Reimbursement of incurred expenses
- 2.14.090 Conflict with provisions of insurance policies
- 2.14.100 Pending claims

2.14.010 - Definitions: Unless the context indicates otherwise, the words and phrases used in this chapter shall have the following meanings:

A. "Employee" means any person who is or has been employed by the City.

B. "Official" means any person who is serving or has served as an elected City official, and any person who is serving or has served as an appointed member of any City board, commission or committee. (Ord. 658 S.A (part), 1982).

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2.14.020 - Legal Representation:

A. As a condition of service or employment with the City, the City shall provide to an official or employee, subject to the conditions and requirements of this chapter, and notwithstanding the fact that such official or employee may have concluded service or employment with the City, such legal representation as may be reasonably necessary to defend a claim or lawsuit filed against such official or employee resulting from any conduct, act or omission of such official or employee on behalf of the City in their capacity as a City official or employee, which act or omission is within the scope of their service or employment with the City.

B. Except as may be provided in any applicable policy of municipal insurance, such legal representation shall be provided by the City Attorney or by an attorney designated by the City Attorney. (Ord. 658 S.A (part), 1982.)

2.14.030 - Exclusions:

A. The obligations assumed under this chapter by the City and the City Attorney shall not apply to:

1. Any dishonest, fraudulent, criminal, or malicious act of any official or employee;
2. Any act of an official or employee which is not performed on behalf of the City;
3. Any act which is outside the scope of an official's or employee's service or employment with the City; or
4. Any lawsuit brought by or on behalf of the City.

B. The provisions of this chapter shall have no force or effect with respect to any accident, occurrence or circumstance for which the City or the official or employee is insured against loss or damages under the terms of any valid insurance policy. (Ord. 658 S.A (part), 1982.)

2.14.040 - Determination of Exclusion: The determination of whether an official or employee is entitled to a defense by the City under the terms of this chapter shall be made by the City Attorney. There shall be no appeal from such determination, except to the superior court by means of an action for declaratory judgment. (Ord. 658 S.A (part), 1982.)

2.14.050 - Representation and Payment of Claims--Conditions: The provisions of this chapter shall be applicable only if the following conditions are met:

A. In the event of any incident or course of conduct potentially giving rise to a claim for damage, or the commencement of a suit, the official or employee involved shall, as soon as practicable, give the City Attorney written notice thereof, identifying the official or employee involved, all information known to official or employee with respect to the date, time, place and circumstances surrounding the incident or conduct giving rise to the claim or lawsuit, as well as

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the names and addresses of all persons allegedly injured or otherwise damaged thereby, and the names and addresses of all witnesses.

B. Upon receipt thereof, the official or employee shall forthwith deliver any claim, demand, notice or summons, or other process relating to any such incident or conduct to the City Attorney, and shall cooperate with the City Attorney or an attorney designated by the City Attorney, and, upon request, assist in making settlements of any suits and enforcing any claim for any right of subrogation against any persons or organizations that may be liable to the City because of any damage or claim of loss arising from said incident or course of conduct.

C. Such officials or employees shall not accept nor voluntarily make any payment, or assume any obligation, or incur any expense in connection with any actual or potential claim or lawsuit, other than for first aid to others at the time of the incident or course of conduct giving rise to such claim or lawsuit. (Ord. 658 S.A (part), 1982.)

2.14.060 - Effect of Compliance with Conditions: If legal representation of an official or employee is undertaken by the City Attorney and all of the conditions of representation are met, and a judgment is entered against the official or employee, or a settlement made, the City shall pay such judgment or settlement, provided that the City may, at its discretion, appeal such judgment. (Ord. 658 S.A (part), 1982.)

2.14.070 - Failure to Comply with Conditions: In the event that any official or employee fails or refuses to comply with any of the conditions of Section 2.14.050 of this chapter, or elects to provide his/her own representation with respect to any such claim or litigation, then all of the provisions of this chapter shall be inapplicable, and have no force or effect with respect to any such claim or litigation. (Ord. 658 S.A (part), 1982.)

2.14.080 - Reimbursement of Incurred Expenses:

A. If the City Attorney determines that an official or employee does not come within the provisions of this chapter, and a court of competent jurisdiction later determines that such claim does come within the provisions of this chapter, then the City shall pay any judgment rendered against the official or employee, and reasonable attorney's fees and court costs incurred in defending against the claim. The City shall also pay reasonable attorney's fees and court costs incurred in obtaining the determination that such claim is covered by the provisions of this chapter.

B. If the City Attorney determines that a claim against a City official or employee does not come within the provisions of this chapter, and a court of competent jurisdiction later finds that such claim does not come within the provisions of this chapter, then the City shall be reimbursed for costs or expenses incurred in obtaining the determination that such claim is not covered by the provisions of this chapter. (Ord. 658 S.A (part), 1982.)

2.14.090 - Conflict with Provisions of Insurance Policies: Nothing contained in this chapter shall be construed to modify or amend any provision of any policy of insurance where any City official or employee thereof is the named insured. In the event of any conflict between this chapter and the provisions of any such policy of insurance, the policy provisions shall be controlling;

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provided, however, that nothing contained in this section shall be deemed to limit or restrict any employee's or official's right to full coverage pursuant to this chapter, it being the intent of this chapter and section to provide complete coverage outside and beyond insurance policies which may be in effect, while not compromising the terms and conditions of such policies by any conflicting provision contained in this chapter. (Ord. 658 S.A (part), 1982.)

2.14.100 - Pending claims: The provisions of this chapter shall apply to any pending claim or lawsuit against an official or employee, or any such claim or lawsuit hereafter filed, irrespective of the date of the events or circumstances which are the basis of such claim or lawsuit. (Ord. 658 S.A (part), 1982.)

ARTICLE 14 COMMUNICABLE DISEASE IMMUNIZATION

14.01 The City will provide, at the City's expense, for immunizations at the Whatcom County Health Department or another facility approved by the City. The immunizations covered under this Section will be those determined to be appropriate for the positions covered and must be recommended by the City's Wellness Committee. Receiving these immunizations will be on a voluntary basis by the employee.

ARTICLE 15 SEPARABILITY AND SAVINGS

15.01 If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The article or section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be renegotiated for the purpose of an adequate replacement.

ARTICLE 16 GRIEVANCE PROCEDURE

16.01 Definition of a Grievance: For the purpose of this agreement the term "Grievance" means any dispute arising concerning the interpretation or application of the express provisions of this agreement. In the event of such grievance arising there shall be no suspension of operations but an earnest effort shall be made to resolve such grievance in the manner prescribed by this article. No employee will be demoted, suspended or discharged except for just cause. The Union reserves the right to withdraw a grievance, or not to file a grievance, if it feels, or through an investigation finds, the grievance has no merit.

16.02 Procedure: "Grievances" as defined by Section 16.01 shall be resolved in conformance with the following procedure:

Step 1: An employee claiming a violation concerning the interpretation or application of this agreement shall, within twenty-one (21) working days after the discovery of such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) working days after the grievance was presented. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the agreement allegedly

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violated, the remedy requested and shall be appealed to Step 2 by the Union within ten (10) working days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) working days shall be considered waived.

Step 2: If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) working days after the receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be referred to Arbitration in Step 3 within ten (10) working days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Arbitration in Step 3 by the Union within ten (10) working days shall be considered waived.

Step 3: Arbitration: The parties shall select an impartial arbitrator within ten (10) working days after the service of the demand for arbitration. If the parties fail to agree within this period upon an arbitrator who is able and willing to serve, either party may, within five (5) working days thereafter, request the Federal or State Mediation and Conciliation Service to submit a list of five (5) disinterested persons who are qualified and willing to act as an impartial arbitrator.

(a) Within five (5) working days after receiving the list of arbitrators, the Union and the Employer will conduct a coin flip to determine who strikes the first name off the list. Each will strike off one name in turn until only one person remains. The one remaining person on the list will be the sole arbitrator.

(b) The award of the arbitrator shall be rendered in writing together with his/her findings and conclusions and shall be final and binding upon the parties to this agreement and upon the grievant or grievants, if any.

(c) The arbitrator's fees and expenses, the cost of any hearing room and the cost of a shorthand reporter and of the original transcript, if requested by the arbitrator, shall be borne equally by the Employer and the Union. All other expenses and costs shall be borne by the parties incurring them.

(d) The Employer and the Union agree to comply with the time limitations set forth in this article and either party shall have the right to insist that the time limitations be complied with; provided, however, the said time limitations may be waived by mutual agreement.

ARTICLE 17 DISCIPLINE AND DISCHARGE

17.01 Probationary Period: New employees will be required to serve a probationary period of one-year following their date of hire before being considered permanent employees. Employees may be terminated or disciplined during their probationary period. Discipline and termination of employees during their probationary period may not be challenged under the grievance/arbitration procedure of this Agreement.

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17.02 Discipline: Disciplinary action by the Employer shall be for just cause and shall include the following:

- (a) Oral Reprimand,
- (b) Written Reprimand,
- (c) Demotion,
- (d) Suspension,
- (e) Discharge.

17.03 Warning Notice Procedure:

(a) No employee covered under this agreement shall be discharged or suspended except for just cause. However, prior to such action the Employer shall first notify the employee and the Union in writing defining the reasons and giving the employee and the Union an opportunity to attempt to resolve the problem.

Exceptions to this notification requirement include cases of dishonesty, being under the influence of alcohol, drinking of alcoholic beverages on the Employer's premises or while on duty, possession or engaging in the sale, purchase, transfer, or use of drugs prohibited by law while on the job or at the worksite (unless such actions are in the course of the Officer's assigned duties, and/or legal drugs prescribed by a physician and approved for use with the employee's regular duties), insubordination, or gross misconduct related to employment.

(b) The complaint specified in such prior warning notice shall be for the same type of misconduct as the cause for demotion, suspension or discharge. No such warning notice shall remain in effect for a period of more than twelve (12) months after its issuance, or until the employee has worked at least 1,400 hours after its issuance, whichever is the later.

(c) Discharge, suspension or demotion must be by proper written notice to the employee and the Union within fifteen (15) working days, exclusive of Saturday, Sunday and holidays, of when the Employer first knew or reasonably should have known of the violation claimed by the Employer as the basis for discharge, demotion or suspension. In cases where dishonesty or other illegal conduct is involved, the discharge, suspension or demotion notice must be within a reasonable time after the discovery of the alleged misconduct.

17.04 Notification of Employee:

(a) Suspensions, demotions and discharges will be in written form.

(b) Notices of suspensions, demotions or discharges shall include a statement of the charges and the date on which time the action is to be effective. In case of demotion, the position to which the employee is demoted shall be identified.

17.05 Discharge:

(a) Discharge shall be for just cause only.

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(b) The statement of charges shall be served on the employee with a copy by registered mail to the Union.

(c) Upon receipt of the statement of charges a grievance may be filed in accordance with Article 16 except Step 1 in Article 16.02 shall take place within twenty-one (21) working days from date of discharge.

(d) Prior to any hearing or arbitration process, a joint meeting may be held by agreement of the Employer and the Union in an effort to resolve the disputed discharge.

17.06 Personnel Records:

(a) Copies of all letters of commendation, complaints and written reprimands that are entered into the employee's permanent file shall be given to the employee and the employee shall be permitted to respond thereto. Such responses shall be attached to and made a part of the permanent personnel file.

(b) Written reprimands, notices of suspension, demotion and discharge which are to become part of the employee's personnel file shall be read and acknowledged by signature of the employee. The employee and the Union will receive a copy of such reprimands and/or notices.

17.07 Grievances Regarding Discipline:

(a) Grievances related to this Article shall be initiated by the Union in the Steps outlined in the Grievance Procedure in Article 16.

ARTICLE 18 TERMINATION CLAUSE

18.01 This Agreement shall be in full force and effect from January 1, 2018, to and including December 31, 2021, and shall continue in full force and effect from year to year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

18.02 It is further provided that where no cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to January 1, 2022, or January 1st of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change the terms or conditions of such Agreement.

18.03 Revisions agreed upon shall be effective January 1st of the year request has been made for modifications to the Agreement. Notwithstanding any other provisions in this Agreement, the parties shall be permitted all legal or economic recourse to support their request for revisions if the parties fail to agree thereon.

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This Agreement is executed this _____ day of _____ 2019, by the duly authorized agents and representatives of the parties hereto.

CITY OF LYNDEN, WASHINGTON

TEAMSTERS UNION LOCAL 231

Scott Korthuis, Mayor

Rich Ewing, Secretary-Treasurer

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WAGE ADDENDUM – ADDENDUM A

Monthly Base Salary Rates

Monthly Salary Rates	Effective 1/1/2018	Effective 1/1/2019	Effective 1/1/2020	Effective 1/1/2020
	3.25% COLA	3.25% COLA	3.75% COLA	4.00% COLA
First 6 months	\$5,335.01	\$5,508.40	\$5,714.96	\$5,943.56
Second 6 months	\$5,518.46	\$5,697.81	\$5,911.48	\$6,147.94
Second year	\$5,739.52	\$5,926.06	\$6,148.28	\$6,394.22
Third year	\$5,958.31	\$6,151.95	\$6,382.65	\$6,637.96
Fourth year	\$6,177.09	\$6,377.84	\$6,617.01	\$6,881.69
Fifth year	\$6,407.26	\$6,615.50	\$6,863.58	\$7,138.12
Sixth year	\$6,556.53	\$6,769.62	\$7,023.48	\$7,304.42
Seventh year	\$6,727.45	\$6,946.09	\$7,206.57	\$7,494.83
Eighth year	\$6,941.67	\$7,167.28	\$7,436.05	\$7,733.49
Sergeant top step + 13%	\$7,844.09	\$8,099.02	\$8,402.74	\$8,738.85
Lieutenant Sgt. + 15%	\$9,020.70	\$9,313.88	\$9,663.15	\$10,049.67

Annual Base Salary Rates

Annual Salary	Effective 1/1/2018	Effective 1/1/2019	Effective 1/1/2020	Effective 1/1/2020
	3.25% COLA	3.25% COLA	3.75% COLA	4.00% COLA
First 6 months	\$64,020.12	\$66,100.78	\$68,579.55	\$71,322.74
Second 6 months	\$66,221.58	\$68,373.78	\$70,937.79	\$73,775.31
Second year	\$68,874.28	\$71,112.69	\$73,779.42	\$76,730.59
Third year	\$71,499.72	\$73,823.46	\$76,591.84	\$79,655.51
Fourth year	\$74,125.03	\$76,534.10	\$79,404.13	\$82,580.29
Fifth year	\$76,887.14	\$79,385.97	\$82,362.94	\$85,657.46
Sixth year	\$78,678.36	\$81,235.41	\$84,281.73	\$87,653.00
Seventh year	\$80,729.40	\$83,353.10	\$86,478.85	\$89,938.00
Eighth year	\$83,300.08	\$86,007.33	\$89,232.60	\$92,801.91
Sergeant top step + 13%	\$94,129.09	\$97,188.28	\$100,832.84	\$104,866.16
Lieutenant Sgt. + 15%	\$108,248.45	\$111,766.52	\$115,957.77	\$120,596.08

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Base Hourly Wage (11-hour shifts)

Hourly Wage (11-hour shift)*	Effective 1/1/2018	Effective 1/1/2019	Effective 1/1/2020	Effective 1/1/2020
	3.25% COLA	3.25% COLA	3.75% COLA	4.00% COLA
First 6 months	\$31.21	\$32.22	\$33.43	\$34.77
Second 6 months	\$32.28	\$33.33	\$34.58	\$35.96
Second year	\$33.57	\$34.66	\$35.96	\$37.40
Third year	\$34.85	\$35.98	\$37.33	\$38.83
Fourth year	\$36.13	\$37.31	\$38.71	\$40.25
Fifth year	\$37.48	\$38.70	\$40.15	\$41.75
Sixth year	\$38.35	\$39.60	\$41.08	\$42.73
Seventh year	\$39.35	\$40.63	\$42.15	\$43.84
Eighth year	\$40.60	\$41.92	\$43.50	\$45.24
Sergeant top step + 13%	\$45.88	\$47.37	\$49.15	\$51.12
Lieutenant Sgt. + 15%	\$52.76	\$54.48	\$56.52	\$58.78

*Avg. monthly hours for 11-hour shift is 170.96. See Alternative Shift Addendum (Addendum E).

Advancement to next pay step to be on employee's hire date.

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HEALTH & WELFARE – ADDENDUM B

Upon full ratification of this agreement, employees covered under this agreement will pay a portion of their Health and Welfare medical premium(s) as follows:

Effective 1/1/2018, employees will pay ten percent (10%) of the Kaiser 200 Plan premiums with a monthly cap of \$125.00. Employees choosing the Regence HealthFirst 250 Plan will pay the difference in cost between the Kaiser 200 and Regence HealthFirst 250 plans, plus the 10% cost share, not to exceed the 2018 cap amount, for the Kaiser 200 plan.

Kaiser 200				
<i>Rates reflect the WellCity discount.</i>	Monthly			Semi-Monthly
Coverage Level	Plan Total Cost	City Pays 90%	Employee Pays 10% (\$125 cap)	Employee Pays 10% (\$62.50 cap)
Employee	\$566.44	\$509.80	\$56.64	\$28.32
Employee + Spouse	\$1,123.43	\$1,011.09	\$112.34	\$56.17
Employee + 1 Dependent (Spouse not included)	\$850.66	\$765.59	\$85.07	\$42.53
Employee + 2 Dependents (Spouse not included)	\$1,134.88	\$1,021.39	\$113.49	\$56.74
Employee + Spouse + 1 Dependent	\$1,407.65	\$1,282.65	\$125.00	\$62.50
Employee + Spouse + 2 Dependents	\$1,691.87	\$1,566.87	\$125.00	\$62.50
No additional charge for 3 or more dependents.				

Regence HealthFirst 250				
<i>Rates reflect the WellCity discount.</i>	Monthly			Semi-Monthly
Coverage Level	Plan Total Cost	City Pays	Employee Pays*	Employee Pays*
Employee	\$719.48	\$509.80	\$209.68	\$104.84
Employee + Spouse	\$1,444.99	\$1,011.09	\$433.90	\$216.95
Employee + 1 Dependent (Spouse not included)	\$1,076.88	\$765.59	\$311.29	\$155.64
Employee + 2 Dependents (Spouse not included)	\$1,372.35	\$1,021.39	\$350.96	\$175.48
Employee + Spouse + 1 Dependent	\$1,802.40	\$1,282.65	\$519.74	\$259.87
Employee + Spouse + 2 Dependents	\$2,097.87	\$1,566.87	\$530.99	\$265.50
No additional charge for 3 or more dependents. *Employee pays 10% of Kaiser 200 plan (\$125 monthly cap, \$62.50 semi-monthly cap) + difference between Kaiser 200 and Regence HealthFirst 250.				

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Effective 1/1/2019, employees will pay ten percent (10%) of the Kaiser 200 Plan premiums with a monthly cap of \$125.00. Employees choosing the Regence HealthFirst 250 Plan will pay the difference in cost between the Kaiser 200 and Regence HealthFirst 250 plans, plus the 10% cost share, not to exceed the 2019 cap amount, for the Kaiser 200 plan.

Kaiser 200				
<i>Rates reflect the WellCity discount.</i>	Monthly			Semi-Monthly
Coverage Level	Plan Total Cost	City Pays 90%	Employee Pays 10% (\$125 cap)	Employee Pays 10% (\$62.50 cap)
Employee	\$607.80	\$547.02	\$60.78	\$30.39
Employee + Spouse	\$1,205.46	\$1,084.91	\$120.55	\$60.27
Employee + 1 Dependent (Spouse not included)	\$912.78	\$821.50	\$91.28	\$45.64
Employee + 2 Dependents (Spouse not included)	\$1,217.76	\$1,095.98	\$121.78	\$60.89
Employee + Spouse + 1 Dependent	\$1,510.44	\$1,385.44	\$125.00	\$62.50
Employee + Spouse + 2 Dependents	\$1,815.42	\$1,690.42	\$125.00	\$62.50
No additional charge for 3 or more dependents.				

Regence HealthFirst 250				
<i>Rates reflect the WellCity discount.</i>	Monthly			Semi-Monthly
Coverage Level	Plan Total Cost	City Pays	Employee Pays*	Employee Pays*
Employee	\$743.23	\$547.02	\$196.21	\$98.11
Employee + Spouse	\$1,492.69	\$1,084.91	\$407.78	\$203.89
Employee + 1 Dependent (Spouse not included)	\$1,112.44	\$821.50	\$290.94	\$145.47
Employee + 2 Dependents (Spouse not included)	\$1,417.67	\$1,095.98	\$321.69	\$160.84
Employee + Spouse + 1 Dependent	\$1,861.90	\$1,385.44	\$476.46	\$238.23
Employee + Spouse + 2 Dependents	\$2,167.13	\$1,690.42	\$476.71	\$238.36
No additional charge for 3 or more dependents. *Employee pays 10% of Kaiser 200 plan (\$125 monthly cap, \$62.50 semi-monthly cap) + difference between Kaiser 200 and Regence HealthFirst 250.				

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Effective 1/1/2020, employees will pay ten percent (10%) of the Kaiser 200 Plan premiums with a monthly cap of \$125.00. Employees choosing the Regence HealthFirst 250 Plan will pay the difference in cost between the Kaiser 200 and Regence HealthFirst 250 plans, plus the 10% cost share, not to exceed the 2020 cap amount, for the Kaiser 200 plan.

(2020 cost-sharing table TBD, and attached by end of calendar year 2019)

Effective 1/1/2021, employees will pay ten percent (10%) of the Kaiser 200 Plan premiums. Employees choosing the Regence HealthFirst 250 Plan will pay the difference in cost between the Kaiser 200 and Regence HealthFirst 250 plans, plus the 10% cost share for the Kaiser 200 plan.

(2021 cost-sharing table TBD, and attached by end of calendar year 2019)

Employee Health and Welfare contributions are eligible to be deducted from the employees' pay on a PRE-TAX basis. Employees wishing to take advantage of the Health and Welfare pre-tax deduction must contact Human Resources to obtain and complete the necessary paperwork.

One-Time Health Insurance Cost Offset

For years 2018 and 2019 only, the City will pay a one-time health insurance premium cost offset of \$1,500 per officer for each of two years (\$3,000 total per officer) for officers employed at the time of contract ratification.

LYNDEN POLICE DEPARTMENT
COLLECTIVE BARGAINING AGREEMENT
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TAKE HOME VEHICLES MOU – ADDENDUM C

Police Vehicles: Officers will be allowed to take their City Police vehicle home between shifts. This practice will be restricted to those who reside within ten miles of Lynden. This Memorandum of Understanding shall be in effect with the current Collective Bargaining Agreement [1/1/2018 – 12/31/2021].

CITY OF LYNDEN, WASHINGTON

TEAMSTERS UNION LOCAL 231

Scott Korthuis, Mayor

Rich Ewing, Secretary-Treasurer

LYNDEN POLICE DEPARTMENT
COLLECTIVE BARGAINING AGREEMENT
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PENSION ADDENDUM – ADDENDUM D

**City of Lynden Police Department
Collective Bargaining Agreement [1/1/2018-12/31/2021]**

Western Conference of Teamsters Pension Plan:

A1: With the effective date of June 2012, the City of Lynden shall contribute \$1.00 per hour into the Western Conference of Teamsters Pension Trust Fund on behalf of each member of the bargaining unit for each hour for which compensation is paid to the officer.

A2: The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts paid on behalf of each member of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement.

A3: The Employer and the Union agree to be bound by the provisions of the Agreement and Declaration of Trust of the Western Conference of Teamsters Pension Trust Fund and agree that Trust shall act as Trustees on their behalf.

This Pension Addendum entered into this _____ day of _____ 2019.

CITY OF LYNDEN, WASHINGTON

TEAMSTERS UNION LOCAL 231

Scott Korthuis, Mayor

Rich Ewing, Secretary-Treasurer

LYNDEN POLICE DEPARTMENT
COLLECTIVE BARGAINING AGREEMENT
1/1/2018 – 12/31/2021

ALTERNATIVE SHIFT ADDENDUM – ADDENDUM E

Lynden Police Department Collective Bargaining Agreement
[1/1/2018 – 12/31/2021]

In addition to the shift schedules outlined in Article 4 Work Schedule, of the current Collective Bargaining Agreement, an alternative standardized shift shall be established on an eleven-hour basis, with the exception of Officers assigned to specialized programs that require the traditional eight (8) hour shift. The alternative eleven (11) hour shift schedule shall be as follows:

The workweek shall consist of an 8-day period beginning at 12:01 a.m. on Day 1 through 12:00 [midnight] Day 8. Utilizing a 24-day work cycle, Officers will work (4) eleven-hour shifts followed by (4) days off and will work an additional eleven hours per quarter to be utilized for training or other purposes at the discretion of the Police Department Administration. Not more than 2 officers shall be scheduled for Holiday Time or Vacation Time during a shift. All time worked over fifteen (15) hours in any one shift shall be paid for at twice the regular rate of pay; provided however, that for the purposes of this paragraph, standby time shall not be considered time worked over eleven (11) hours in any one day or any one shift. All other provisions of the current Collective Bargaining Agreement shall remain unchanged.

With Regard to Article 9 Bereavement Leave: Days, in this Article 9, are eight (8) hours, ten (10) hours, or eleven (11) hours, depending on the employees shift schedule.

This Addendum entered in to this ____ day of day of _____ 2019, by and between:

CITY OF LYNDEN, WASHINGTON

TEAMSTERS UNION LOCAL 231

Scott Korthuis, Mayor

Rich Ewing, Secretary-Treasurer

LYNDEN POLICE DEPARTMENT
COLLECTIVE BARGAINING AGREEMENT
1/1/2018 – 12/31/2021

RETURN TO WORK / LIGHT DUTY ADDENDUM – ADDENDUM F

Appropriate “light duty” assignments shall be made available to employees who are sick, injured, or disabled and who have been released by their attending physician to work light duty. No more than two (2) employees can be on light duty at any given time. The limit of two employees may be increased upon request with approval from the Chief of Police and the Human Resources Manager. Priority will be given to employees who are injured in the line of duty.

Light duty assignments are not to interfere with procedures applicable to employees eligible for reasonable accommodation or covered under the Americans with Disabilities act (ADA), leave benefits under the Family and Medical Leave Act (FMLA), or the Washington State Family Leave Act (FLA).

Light Duty Assignments:

Light duty assignments are defined as temporary, modified work assignments within the worker’s physical abilities, knowledge and skills. Under no circumstances will a light duty assignment become a permanent position or classification.

Employees working light duty shall perform those duties assigned by the Chief of Police and shall be consistent with the type of duties normally performed by members of the bargaining unit. The employee will be required to accept a light duty assignment for work within the same bargaining unit. Any work outside the bargaining unit will be assigned and administered by the Human Resources Manager.

If work within the same bargaining unit is not available, the City may offer an employee work outside their bargaining unit; however, the employee shall have the option to refuse such work. Likewise, the City is not obligated to offer work outside the employee’s bargaining unit. However, if appropriate work is available outside the bargaining unit, and the employee requests such work, those requests will not be unreasonably denied.

Employees on light duty will work no more hours than their regular work schedule. Light duty schedules are to be determined by the light duty assignment.

Light duty assignments may include, but are not limited to office clerical functions, communications, over the phone reports, non-field investigations, errands in a City vehicle, light custodial work, inventory functions, report processing, and so on.

Pay and Benefits:

Any employee assigned to light or modified duty shall be paid at his/her regular base salary rate for hours worked. The employee’s pay will continue to come only from the Police Department budget, regardless of the light-duty assignment.

During the light duty schedule, employees shall continue to accrue their regular benefits as outlined in collective bargaining and current personnel policies.

LYNDEN POLICE DEPARTMENT
COLLECTIVE BARGAINING AGREEMENT
1/1/2018 – 12/31/2021

Process and Timeline:

Employees seeking a light duty assignment must have their attending physician complete a Return-to-Work Form and a Job Description Form¹, and return the completed forms to the Human Resources office. These forms are to be completed and returned to HR within three (3) business days (Monday through Friday) following the medical treatment and assessment of transitional work. The employee cannot return to work without the release of the attending physician. The Human Resources Manager will determine the appropriateness of light duty assignments. However, light duty assignments will not be unreasonably denied.

Light duty assignments will be authorized in sixty (60) day increments, provided there are compatible duties to be performed. A light duty assignment shall not exceed four (4) months for non-“line of duty” injuries or illnesses, and six (6) months for injuries or illnesses sustained in the “line of duty”. Employees may request, in writing, an extension of the four or six-month provision(s) of this section in thirty (30) day increments, subject to approval by the Chief of Police and the Human Resources Manager.

Employees on light duty assignment(s) due to a non-work-related injury or illness will be allowed to complete the authorized sixty (60) day or thirty (30) day (if on extension) increment prior to yielding priority to an employee who is injured in the “line of duty”.

Employees will update the Human Resources Manager on the status of their recovery and light duty assignment in thirty (30) day intervals. Employees released to full duty by their physician prior to the end of their approved increment period must report the same to the Chief of Police and the Human Resources Manager.

Returning to Regular Duty:

Employees returning to regular duty from a light duty assignment must furnish a physician’s note to the Human Resources Manager releasing the employee to full duty status prior to assuming their regular duties.

¹ Return to Work and Job Description Forms would be created and maintained by HR. (The Union will review, and reserves all rights.)

LYNDEN POLICE DEPARTMENT
COLLECTIVE BARGAINING AGREEMENT
1/1/2018 – 12/31/2021

WEINGARTEN RIGHTS FOR BARGAINING UNIT EMPLOYEES

*** The Union recommends employees exercise their Weingarten rights as follows:**

- 1.** If you are asked to attend a meeting with management which you believe may lead to discipline, ask to have a Union steward or business representative present. If possible, notify the Union steward or business representative of the meeting immediately. When in doubt, ask management whether or not anything said at the meeting could lead to disciplinary action.
- 2.** If you are unable to obtain representation before entering the meeting, you should:
 - a)** Ask whether you are free to leave the room if you choose to do so;
 - b)** Ask whether anything said at the interview could lead to disciplinary action or discharge;
 - c)** If so, ask that (1) a Union steward or business representative be contacted and brought to the meeting place before any questioning occurs, and (2) you be permitted to speak to the Union steward or business representative in private prior to the questioning;
 - d)** If a Union steward or business representative is unavailable, ask that the meeting be postponed until one can be present;
 - e)** In the event the Employer nonetheless insists on proceeding with the meeting, ask that a fellow employee whom you trust be brought to the meeting to act as a witness.

IF THE EMPLOYER DENIES ANY OR ALL OF THE FOREGOING REQUESTS, THE UNION RECOMMENDS THAT YOU ATTEND THE MEETING BUT EXERCISE YOUR RIGHT TO REFUSE TO ANSWER ANY QUESTIONS THAT MAY LEAD TO DISCIPLINARY ACTION OR DISCHARGE.

*** These recommendations do not apply when an employee faces possible criminal charges. Such employee(s) should obtain the advice of an attorney.**

LYNDEN POLICE DEPARTMENT
COLLECTIVE BARGAINING AGREEMENT
1/1/2018 – 12/31/2021

GARRITY RIGHTS

Every experienced police officer or deputy sheriff has faced the unsettling prospect of being interviewed as a part of an internal affairs investigation. In most departments three principles appear well settled in cases in which the officer has been protected from criminal charges:

1. An officer can be ordered to participate in such an investigation;
2. An officer can be required to give a statement, oral or written, at times recorded, transcribed and sworn;
3. Whatever statements are made may be used against the officer in later disciplinary proceedings.

Officers in such situations should be informed that they have the right to make a statement protecting their rights. In at least one jurisdiction such a statement has been printed onto the internal affairs statement form **attached**; in others the statement has been printed up on wallet sized cards and carried by individual members. Finally, a number of officers have read or written the statement when giving taped interviews, or written on all statements that they sign.

As a condition of employment you are required to abide by the rules and regulations. You must answer questions, give statements, and submit reports at the order of an investigating officer, or become subject to disciplinary action for refusal to obey. It is suggested that you include the procedure outlined here when making statements or submitting reports concerning complaints from citizens, or when you are suspected of a violation of the law or the rules and regulations. By doing so you will ensure that your statements and reports cannot be used as evidence against you in any proceedings before any agency bound by the rules of evidence. The procedure suggested is lawful and proper. Each individual officer must decide for himself if he is going to use it. Our advice is that we all use the procedure all of the time. This way there will be no special stigma on its use. Remember that it is better to be safe than sorry, and it is better to have it and not need it than to need it and not have it.

"No man need be ashamed, nor should he be afraid, to demand and protect his Constitutional rights."

CONSTITUTIONAL PROTECTION STATEMENT:



MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
CITY OF LYNDEN, WASHINGTON
AND
GENERAL TEAMSTERS UNION, LOCAL 231 (COMMISSIONED POLICE)
SUBJECT: ARTICLE 8 (SICK LEAVE PAY)

BACKGROUND

1. The City of Lynden (the “City”) and Teamsters Union Local No. 231 (the “Union”) are parties to a collective bargaining agreement (“CBA”) with effective dates of January 1, 2015 through December 31, 2017. The parties have reached a tentative agreement on a successor agreement which the Union voted to ratify on January 14, 2019. The City Council is anticipated to vote on the agreement on February 4, 2019.
2. During the document editing process for the successor CBA the parties identified outdated language related to sick leave usage under Washington State’s minimum wage and sick leave law, which changed during the course of contract negotiations.
3. The City and Union discussed how to address the issue and agreed a supplemental MOU would be most appropriate in this circumstance.

AGREEMENT

The City and Union agree that the following language will replace portions of Article 8, Sections 8.02 and 8.03 in the successor agreement, which will be effective January 1, 2018 through December 31, 2021 upon ratification from the City Council. The sections not listed below will remain unchanged in the successor agreement.

8.02 Family Leave

(d) Employees may carry over sick leave from year to year, to a maximum of 1136 hours. Accumulation of sick leave beyond 1136 hours on December 31st of each year will cause the employee to lose those hours accrued beyond the maximum carryover limit.

(e) Sick pay shall start with the first day of illness, injury, accident or hospitalization of the employee, or for instances in which the employee must care for his/her sick or injured child, parent, spouse, domestic partner, significant other, grandparent, grandchild, sibling or other family member as defined under RCW 49.46.210 (2), and for any other reason in accordance with law. For paid sick leave usage over three (3) consecutive work days, the City may ask the employee for verification that the absence is for an authorized purpose. If it is determined that the employee is misusing this benefit, the City may take action, in accordance with and to the extent allowable under the Washington State Paid Sick Leave law, against the employee, possibly denying the use of sick leave benefits and possible disciplinary action.

(g) Sick leave pay shall be coordinated with any time loss paid by the State Industrial Insurance Program. The actual amount paid by the Employer shall be the only amount charged against the employee's sick leave.

8.03 Use of Sick Leave for Family Care: Sick leave (not associated with FMLA leave) shall include time off, as provided for under law, to care for an employee's family member.

Signed this ____ day of February, 2019.

THE CITY OF LYNDEN

Mayor Scott Korthuis
City of Lynden

Signed this ____ day of February, 2019.

TEAMSTERS UNION LOCAL NO. 231

Secretary-Treasurer Richard Ewing
Teamsters Local 231