

RESOLUTION NO. 23-1898

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

WHEREAS, the Lake Forest Police Guild has agreed to a Memorandum of Agreement ("MOA") to modify the January 1, 2022, through December 31, 2024, Collective Bargaining Agreement between the City of Lake Forest Park and the Police Guild; and

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

Section 1. MEMORANDUM OF AGREEMENT AUTHORIZED. The City Council of the City of Lake Forest Park authorizes the Mayor to sign the Memorandum of Agreement by and between the City of Lake Forest Park and the Lake Forest Park Police Guild attached hereto as Exhibit A.

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

PASSED BY A MAJORITY VOTE of the Lake Forest Park City Council this 25th day of May, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:


Matt McLean
City Clerk

FILED WITH THE CITY CLERK: May 19, 2023

PASSED BY THE CITY COUNCIL: May 25, 2023
RESOLUTION NO.: 23-1898

EXHIBIT A to Resolution 1898

MEMORANDUM OF AGREEMENT

Re: 2023 Contract Re-Opener

THIS MEMORANDUM OF AGREEMENT (MOA) is by and between the Lake Forest Park Police Guild (the "Guild") and the City of Lake Forest Park (the "City"), collectively the "parties."

I. RECITALS

The City and the Guild are parties to the Collective Bargaining Agreement, effective January 1, 2022, through December 31, 2024 (the "Agreement"). The parties wish to increase wages and modify other Agreement terms to improve competitive recruitment and retention in the current labor market and address operational issues. Thus, the parties enter this MOA to modify the Agreement's terms.

II. AGREEMENT

IN CONSIDERATION OF the mutual covenants and promises contained herein, the parties agree to the following:

1. Effective upon this MOA's full execution, the Wage Appendix A provided in the Agreement shall be adjusted upward by 5.0%.
2. This one-time, mid-year wage increase responds to the current economic, labor market, and operational circumstances. It has no precedential value and shall not be referenced by either party to assert precedence.
3. Only City employees who are actively employed on the effective date of this MOA are eligible to receive this one-time mid-year wage increase.
4. Effective upon full execution of this MOA, the parties shall incorporate the changes provided in Attachment A to the terms and conditions of the Agreement.
5. Except as described in this MOA, the terms and conditions of the Agreement remain unchanged and in effect per the Agreement's terms.
6. This MOA is effective upon full execution and shall expire on the effective date of a successor to the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as their free and voluntary act on the dates set forth below.

CITY OF LAKE FOREST PARK

Jeff Johnson
Mayor of Lake Forest Park

LAKE FOREST PARK POLICE GUILD

Jerome Walker
Guild President

Date

Attachment A

ARTICLE 6 HOURS OF WORK

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

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

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

For purposes of this section, a "temporary duration" is defined as a period of time no more than two (2) consecutive shift cycles. Employer-initiated shift cycle adjustments are limited to a total of two (2) shift cycle adjustments per year, per employee. Shift cycle adjustments may not impact any pre-approved time off.

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

This Section permits the Police Chief or designee to move commissioned employees to different squads. Commissioned employees may be moved from one squad to another based on the City's operational needs.

7.7 Overtime Awards & Scheduling:

a. General Overtime: All overtime shall be first offered to employees at the top of the overtime list. Employees offered overtime will have twenty-four (24) hours to call in and accept the overtime before the supervisor continues down the list.

b. Short Notice/Emergency Overtime: All overtime with less than a 72-hour notice, such as shift extension or emergency, will be granted to bargaining unit members on a first to accept basis. Agreement by bargaining unit members to fill a short notice overtime need will not alter their status on the General Overtime sign up. An emergency, for purposes of this subsection, is defined as an immediate and unforeseen threat to public safety, e.g. earthquake, plane crash, flood, etc. For short notice overtime, the supervisor will start at the top of the list and proceed down the list until someone is contacted and accepts the overtime. After a short-term overtime assignment has been accepted, the supervisor will offer the next person on the list in order of appearance the next short-term overtime shift. If nobody wants the overtime, the least senior officer will be assigned the overtime.

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

d. Off-Duty overtime is exempt from this Section and shall be assigned on a first-come, first-served basis. Patrol operations is a priority and commissioned employees cannot take time off below minimum coverage. Support staff (e.g., detectives, traffic) is not included in minimum coverage. Commissioned employees shall not create patrol overtime for others by taking an off-duty shift. "Off-duty overtime" is defined as court security detail or overtime reimbursed by third party entities (i.e., UW sports, Shoreline School District, Shoreline Arts), except it does not mean work eligible for CJTC backfill reimbursement.

10.12 An employee may transfer any unused sick leave to an employee who is currently on an approved family or medical leave due to a serious health condition ~~who has used up all of their sick leave from a serious illness, injury or accident~~. Employees cannot receive donated sick leave unless they have exhausted all of their accrued time-off balances (e.g., sick, vacation, kelly hours, floating holiday, and comp time).

- a. Donated sick leave cannot be used to restore an employee's negative leave balance.
- b. No more than a total of 12 weeks per rolling calendar year is eligible for donation to any one employee.
- c. An employee may donate their accrued sick leave when they separate from employment. The donated leave is available to employees for their approved family or medical leave period and up to 60 days following such leave period to use for qualifying occurrences per Section 10.6.

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

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

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

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

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

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

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

A.4 Effective [June 1, 2023](#), the January 1, 2023, base wage rate shall be increased by [5.0%](#), resulting in a [mid-year](#) 2023 base wage rate of:

Classification	Step	Months of Service	Monthly Rate
Records Specialist	A	0 - 12 months	4914
	B	13 - 24 months	5089
	C	25-36 months	5264
	D	37 - 48 months	5436
	E	49 - 60 months	5609
	F	61 + months	5783
Support Services Officer	A	0 - 12 months	5093
	B	13 - 24 months	5457
	C	25-36 months	5820
	D	37 + months	6193
Police Officer	A	0 - 12 months	6409
	B	13 - 24 months	6916
	C	25-36 months	7467
	D	37 + months	8009
Sergeant I - Probationary (95% of Sergeant II)			9002
Sergeant II (18.3% above Police Officer Step D)			9475

A.5 Effective January 1, 2024, the **mid-year** 2023 base wage rate shall be increased by 3.0%, resulting in a 2024 base wage rate of:

<u>Records Specialist</u>	<u>A</u>	<u>0 - 12 months</u>	<u>5061</u>
	<u>B</u>	<u>13 - 24 months</u>	<u>5242</u>
	<u>C</u>	<u>25-36 months</u>	<u>5422</u>
	<u>D</u>	<u>37 - 48 months</u>	<u>5600</u>
	<u>E</u>	<u>49 - 60 months</u>	<u>5777</u>
	<u>F</u>	<u>61 + months</u>	<u>5957</u>
<u>Support Services Officer</u>	<u>A</u>	<u>0 - 12 months</u>	<u>5246</u>
	<u>B</u>	<u>13 - 24 months</u>	<u>5621</u>
	<u>C</u>	<u>25-36 months</u>	<u>5994</u>
	<u>D</u>	<u>37 + months</u>	<u>6378</u>
<u>Police Officer</u>	<u>A</u>	<u>0 - 12 months</u>	<u>6601</u>
	<u>B</u>	<u>13 - 24 months</u>	<u>7124</u>
	<u>C</u>	<u>25-36 months</u>	<u>7690</u>
	<u>D</u>	<u>37 + months</u>	<u>8250</u>
<u>Sergeant I - Probationary (95% of Sergeant II)</u>			<u>9272</u>
<u>Sergeant II (18.3% above Police Officer Step D)</u>			<u>9759</u>