AGREEMENT BETWEEN THE LANGLEY POLICE SERVICES GUILD AND
THE CITY OF LANGLEY, WASHINGTON

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AGREEMENT BETWEEN THE LANGLEY POLICE SERVICES GUILD
AND THE CITY OF LANGLEY, WASHINGTON

Article 1 - Recognition

1.1 Parties to Agreement. The City of Langley (hereinafter referred to as the "City" or "Employer") agrees to recognize the Langley Police Service Guild (hereinafter referred to as the "Guild") as the sole collective bargaining agency for all full time Commissioned Police Department Employees, excluding the Chief of Police.

Article 2 - Guild Security

2.1 Guild Members. It shall be a condition of employment that all full-time commissioned employees of the Police Department designated under this Agreement as Guild members shall continue to be members of the Guild and remain members in good standing. Those who are not members on the effective date of this Agreement shall by the 31st day following the effective date of beginning employment become and remain members in good standing in the Bargaining unit: PROVIDED THAT, if a public employee is a member of a church or religious body whose bona fide religious tenets or teachings forbid said public employee to be a member of a labor union, such public employee shall pay an amount of money equivalent to the regular Guild dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the City and the Guild. The City shall furnish written proof to the Guild that such payment has been made. If the City and the Guild do not reach an agreement on the choice of the non-religious charity to whom the Guild dues are paid or if the Guild does not agree that the employee has a bona fide basis for religious objection, the Washington State Public Employees Relations Commission shall designate the charitable organization; PROVIDED FURTHER THAT: if an employee for any reason does not wish to be a member of the Guild, that employee shall proportionally and fairly share in the cost of services rendered in negotiating and administering this agreement. Payment of a maintenance fee in this amount shall be in lieu of any other obligation under this Article.

2.2 Failure to comply. Any employee failing to comply with Article 2.1 will be terminated upon two weeks notice to the City and the employee by the Guild.

2.3 Indemnification. The Guild shall indemnify, defend, and hold the Employer harmless from all suits, actions, proceedings and claims against the City of persons acting on behalf of the Employer (except those brought against the City by the Guild), whether for damages, compensation, reinstatement or any combination thereof arising from the sole application of this Article of this Agreement. In the event that any part of Article II shall be declared invalid or that all or any portion of the monthly service fee must be refunded to any non-member, the Guild and its members shall be solely responsible for such reimbursement.

Agreement between Langley Police Services Guild and the City of Langley 2
Article 3 – Guild Rights and Responsibilities

3.1 Bargaining. Guild members will be allowed to meet with a representative of the Employer to conduct collective bargaining negotiations during regular working hours with pay at their straight time rate, provided that the Employer is able to properly staff the employee’s job duties during that time without any additional expense to the Employer and provided that the Guild is limited to one paid Guild member at his/her straight time rate.

3.2 Release Time. A Guild official who is an employee in the bargaining unit shall be granted reasonable time off with pay while conducting grievance resolution (pursuant to Article 6) on behalf of the employees in the bargaining unit; provided that the Employer is able to properly staff the employee’s job duties during the time off without any additional expense to the Employer.

3.3 Guild Investigation and Visitation Privileges – The labor representative of the Guild, with reasonable advance notification to the Police Chief or his/her designee, may visit the work location of employees covered by the Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit his/her activities during such investigations to matters relating to such investigation and shall not disrupt normal operations of the Employer or interfere with the normal work responsibilities of employees who are on duty.

3.4 Guild Promotion - City work hours shall not be used by employees or Guild representative for the promotion of Guild affairs other than stated above.

3.5 Bulletin Boards. - The Employer shall provide a bulletin board for the exclusive use of the Guild. The bulletin board will be placed at the police department and will be maintained by the Guild.

3.6 Guild Dues - Guild dues for each Employee in the bargaining unit shall be paid by payroll deduction provided the Employee has a valid dues deduction authorization on file. Dues will be collected on a bimonthly basis.

Article 4 – Hours of Work

4.1 Shift Length - The work year is based on 2080 hours. Subject to Article 13, the work day shall be eight (8) or ten (10) hour shifts for Commissioned personnel, as determined by the sole discretion of the Chief of Police.

4.2 Work Period - The parties recognize a seven (7) day work period. Overtime at the rate of one and one-half times the regular rate shall be paid for time worked in excess of 40 hours in any seven day work period.

4.3 Callback - Any Employee called to work after completing their regularly assigned shift, or attending court as assigned on their off-duty time, shall be paid a minimum of two hours at one and one-half times their regular rate.

4.4 Comp Time - Employees may elect to receive compensatory time in lieu of overtime pay to be taken at the convenience of the Employer and Employee. Comp time may accumulate up to a maximum of eighty (80) hours and must be cashed out at the end of each year, no later than the last pay check of December. Any accumulated comp time that remains unused at termination of employment shall be cashed out.
Article 5 - Seniority

5.1 Reduction in force. The Employer agrees when it becomes necessary to implement a reduction in force, consideration will be given to individual performance and the qualifications required for remaining jobs. When documented performance and qualifications are equal, as determined by the City, then seniority will prevail. Employees who are laid off may be eligible to be re-employed, if a vacancy occurs in a position for which they are qualified.

5.2 Continuous employment. For the purpose of this Agreement, "continuous employment" is defined as employment uninterrupted by voluntary severance of employment by the Employee, or by absence due to discharge unless rehiring is accomplished within thirty days.

5.3 Veteran rights. All seniority rights that may be acquired by the operation of this Article shall be subject to the right of veterans to be rehired, and to all existing laws and ordinances.

5.4 Illness or accident. In the case of illness or off-the-job accidents, it is agreed that the Employee's position and seniority shall be maintained to but not exceeding one year.

5.5 Vacancy posting. All job vacancies shall be posted for five (5) business days on a bulletin board available to all Employees.

5.6 Seniority. For the purposes of this agreement, seniority, unless otherwise noted is defined as continuous time with the police department measured from the date of hire. If two employees share the same date of hire, the most senior will be the one placing highest on the civil service exam at the time of hiring.

5.7 Probationary Period. All newly hired employees shall serve a twelve (12) month probationary period as outlined in the Civil Service Rules. Probationary discharges shall not be subject to the grievance procedure.

Article 6 - Grievance

6.1 Disputes arising under Agreement. Any disputes arising under this Agreement shall be settled as stated in this Article provided that no employee shall avail himself or herself of this Article if they appeal a dispute to the Civil Service Commission. Any bargaining unit member who is the subject of disciplinary action, including oral or written reprimand and who feels such action is improper, may complain to the Guild and may elect to pursue a grievance regarding disciplinary action through the grievance procedure of this Article, or through the civil Service Commission, but not through both.

6.2 Procedure. A grievance filed against the City shall be processed in the following manner:

Step 1. Any employee and/or guild representative who has a grievance shall present the grievance to the Chief of Police in writing. All grievances must be presented no later than twenty (20) business days from the date of the occurrence of the matter giving rise to the grievance or within twenty (20) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. Reasonable efforts will be made to resolve the grievance within ten (10) business days of
being filed. If the parties are unable to do so, the grievance shall progress to Step 2 of this article.

Step 2. If a resolution cannot be reached in Step 1 above, then it shall be submitted in writing to the Mayor or his/her designee. The grievance shall contain a substantially complete statement of facts, the contractual provisions allegedly violated, and the relief requested. This written grievance shall be presented to the Mayor or his/her designee no more than ten business days after the initial time period outlined in step one of the grievance procedure. The Mayor or designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten business days with the grievant and Guild, if requested by the employee, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Mayor or designee shall provide a written response to the employee and Guild within ten business days following their meeting. An extension of the time periods in the grievance process may be made with the agreement of both parties.

Step 3. If the grievance is not settled at Step 2 and the Guild desires to appeal, it shall be submitted by the Guild to either the American Arbitration Association (AAA) or PERC for a final binding arbitration. An extension of the time periods in the grievance process may be made with the mutual agreement of both parties. The cost of arbitration shall be split equally between the parties.

6.3 Time Limits. If a grievance is not presented by the employee or the Guild within the time limits set forth above, it shall be considered “waived” and may not be further pursued by the employee or the Guild. If a grievance is not appealed by the Guild to the next step within the time limit or any agreed extension thereof, it shall be considered waived and/or resolved on the basis of the city’s last written response. If the City does not answer a grievance or an appeal thereof with the specified time limits, the aggrieved employee and/or the Guild may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

Article 7 – Holidays

7.1 Paid Holidays. The following days shall be recognized and observed as paid holidays:

- New Years Day (First Day of January)
- Martin Luther King Day (Third Monday in January)
- Presidents Day (Third Monday in February)
- Memorial Day (Last Monday of May)
- Independence Day (July 4th)
- Labor Day (First Monday in September)
- Veteran’s Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
Day after Thanksgiving (Friday immediately following Thanksgiving)
Christmas Eve (December 24th)
Christmas Day (December 25th)

7.2 Personal Days. In addition to the above schedule of holidays, each employee is entitled to one personal holiday. An Employee may take their personal days at such time as is mutually agreeable between the employee and the police chief. In the event of an employee’s termination or separation, any personal day used but not yet accrued shall be deducted from the employee’s final paycheck.

7.3 Holiday payment. If an employee covered by this agreement works on any of the above named holidays, they shall be paid at their regular rate of pay plus two additional vacation days. If any of the above named holidays falls on the employee’s scheduled day off, the employee shall receive payment for the same number of hours of their regularly scheduled shift.

7.4 Management Decision. The Police Chief maintains the right to determine the number of personnel to work on holidays.

7.5 Holiday Conversion to Vacation. If the employee works on a holiday, the employee shall earn (16) sixteen hours of vacation for each holiday worked. If the holiday falls on an employee’s regular day-off, they will receive a credit of eight hours for that holiday.

Article 8 - Vacation

8.1 Vacation earned. Vacation leave with full pay shall accrue bimonthly to the Employee as follows:

<table>
<thead>
<tr>
<th>Years</th>
<th>Hours per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 through 1 Year</td>
<td>2.67 hrs (5.33 hrs per month)</td>
</tr>
<tr>
<td>2 through 4 years</td>
<td>4 hrs (8 hrs per month)</td>
</tr>
<tr>
<td>5 through 14 years</td>
<td>5 hrs (10 hrs per month)</td>
</tr>
<tr>
<td>15 + years</td>
<td>6.67 hrs (13.33 hrs per month)</td>
</tr>
</tbody>
</table>

Vacation leave will accrue during the trial period for new employees, but cannot be used or paid until the employee has satisfactorily completed their trial period. Special circumstances may be considered by the Chief to allow vacation leave.

8.2 Vacation Accruals. The maximum number of vacation hours which may be carried over from one calendar year to the next is the amount of hours above 80 hours that the employee is qualified for, up to a maximum of sixteen (16) weeks. In cases where department operations have made it impractical for an employee to use vacation time, the police chief with the approval of the Mayor may authorize additional carryover. Employees will be paid for unused vacation time upon termination of employment at their current rate of pay.

8.3 Scheduling. The Employer shall not unreasonably deny leave requests, consistent with the needs of the department. Employee shall submit vacation requests as far in advance as possible.

8.4 Basis. Vacation leave is to be deducted on an hour-for-hour basis.
8.5 Payment at separation. Upon separation from the department commissioned employees shall be paid for the balance of their accrued vacation.

**Article 9 – Sick Leave**

9.1 Pay period accrual. Cumulative sick leave with full pay shall accrue to each Employee at the rate of four hours of leave for each bimonthly pay period of continuous service to a maximum of (1,000) one thousand hours.

9.2 Use of un-accrued leave. Sick leave cannot be taken before it is actually accrued with the exception of donated leave from the City’s shared leave policy.

9.3 Notification. Notification of absence due to sickness shall be given to the City as soon as possible on the first day of such absence and every day thereafter (unless this requirement is waived by the Chief of Police, but no later than two hours before the start of the employee’s work shift unless it is shown that such notification was unreasonable or not possible.

**Article 10- Bereavement**

10.1 Family death. In the event of the death of an employee’s immediate family member, time off with pay for employee’s regular scheduled workday will be granted to regular full-time employees. The phrase “immediate family” for the purposes of the bereavement policy includes the employee’s spouse or domestic partner, brother, sister, father, mother, stepfather, stepmother, grandparent, child, stepchild, grandchild, father-in-law, mother-in-law, grandparent-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law. Three consecutive workdays off with pay will be approved to attend the funeral or memorial service (maximum 24 hours). Two additional consecutive workdays off with pay will be approved for travel from the employee’s home to the funeral or memorial service if the travel exceeds 200 miles each way (maximum 16 hours).

**Article 11 – Records**

11.1 Employer Records. The Employer shall keep records of attendance and absence so as to provide all necessary information regarding annual leave and sick leave.

11.2 Personnel Files. Written reprimands will be removed from the employee’s personnel file after three years from the date said action was finalized provided that no further reprimands of a like nature have been issued within the three year period. This limitation shall not apply to suspensions or demotions. Reprimands or discipline resulting from serious infractions against members of the public or other City employees, such as discrimination, sexual harassment or moral turpitude will be removed from personnel files after five years as long as no similar incidents have occurred.

**Article 12 – Health and Welfare Coverage**

12.1 Insurance benefits. Insurance benefits will continue to be purchased by the city for its employees.

12.2 Employee Contribution. Each guild member, shall pay five percent (5%) of the insurance premium amount to be deducted from wages. Each member’s premium contributions will be split between the two pay periods each month.
Article 13 - Management Rights

13.1 Employer Recognition. The Guild recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority subject to the provisions of this Agreement.

13.2 Overtime Scheduling. The Employer has the right to schedule overtime work as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and public safety.

13.3 Job Descriptions. The parties understand and agree that the statements in Employees' job descriptions are not an all-inclusive list of their work requirements. Individuals shall perform other duties as assigned including work in functional areas to cover absences or relief, to equalize peak work periods or otherwise to balance the workload.

13.4 Lay-offs. Except as otherwise provided herein, the Employer shall have final decision making authority as to lay-offs, subject to City Personnel Policies. The Guild shall have the right to discuss with the Employer the reason for any lay-offs involving bargaining unit positions.

13.5 Police Department Management. Any and all rights concerned with management and operation of the Police Department are exclusively that of the City unless otherwise specially provided by the terms of this Agreement. By way of example only, the City has the right to discipline, suspend, or discharge employees for just cause; to assign work and determine job content of employees; to determine the number of personnel to be assigned duty at any time; to determine, introduce new, or revise the methods, processes and means of providing departmental services; to determine hours of work; to determine the work and shift schedule (in a manner not inconsistent with this Agreement); to establish performance standards and evaluations; to build, move or modify its facilities; to take any action on any matter in the event of an emergency; and to perform all of the functions not otherwise expressly limited by the Agreement or applicable law. Nothing in this Article shall be interpreted to modify other explicit provisions of this Agreement, nor to waive the Guild’s right to bargain the “effects” of performance standards and evaluations.

13.6 Personnel Policies. The City’s Personnel Policy and Procedures Manual shall be applicable to members of the Guild. In the event of any inconsistency between this Agreement and the Manual, this Agreement shall prevail unless agreed upon by both parties.

13.7 Discipline or Discharge. The Employer shall have the right to discipline or discharge employees for just cause.

Article 14 - Civil Service Statutes

14.1 Matters not addressed. To the extent that matters are not covered by the express terms of this agreement, the Employer may proceed in accordance with current labor law and/or applicable Civil Service statutes, rules and regulations. All police personnel covered under this Agreement shall be subject to said statutes, rules and regulations.
Article 15 – Continuous Operation

15.1 Continuous Operation. The Guild recognizes that the Employer is engaged in a vital public service which protects the health, safety, and welfare of its citizens and requires continuous operation and hence, recognizes its obligation together with the Employer to provide this service at all times.

15.2 Standby Time. Employees scheduled to be on standby for a 24 hour period shall receive 4 hours pay at the overtime rate of 1.5 times the employee’s regular rate of pay.

Article 16 – Wages

16.1 Pay Periods. Pay periods are bi-monthly. Paychecks are issued on the 15th and last day of each month, unless such date falls on a holiday or weekend, in which case the pay day will be the next business day.

16.2 Pay rates. All employees rate of pay shall be increased by three percent (3%) on January 1, 2015. Overtime will be paid at one and one half the regular hourly rate when an officer works over (40) hours in a one week period as defined in Section 4.2.

16.3 Lateral hires. Lateral hires may be placed at any point in the salary schedule at the discretion of the City.

Article 17 – Fringe Benefits

17.1 Specialty Pay -Education Incentive. Premium pay of $150 per month shall be given to employees assigned as Patrol Field Training Officer; however, a Field Training Officer must serve as a FTO for at least ten days in a calendar month in order to qualify for premium pay for that month. Education incentive pay may be provided to sworn police personnel holding either an Associates, Bachelor’s or Master’s Degree from an accredited college or university. Those holding an Associates degree will receive $25 per month; those holding a Bachelor’s degree will receive $50 per month; and those holding a Master’s degree will receive $50 per month. Employees may only collect the incentive pay for their most advanced degree, not for combinations of degrees.

17.2 Clothing and Equipment. The Employer agrees to furnish and replace as necessary all required uniforms and protective clothing for all members covered by the bargaining agreement. In addition, the Employer agrees to cover cleaning of all non-machine washable uniforms or uniforms exposed to bio-hazards.

17.3 Loss and Destruction. Employees shall be held accountable for all protective clothing or protective devises assigned to the employee by the Employer. Items of clothing or protective devices lost or destroyed shall be replaced by the Employer where said loss or destruction was incurred as a direct result of an occurrence not due to the employee’s intentional act or negligence. Accountable items of clothing or protective devices assigned to an employee which are lost or mutilated as a direct result of the employee’s negligence shall be replaced by the employee.

17.4 Safety Gear. Safety gear as required by law shall be provided by the Employer.

17.4.1 Protective Ballistic Vest. The City currently provides a protective ballistic vest to each officer as part of the uniform and equipment issue. It has been the City’s practice to provide a vest rated at Threat Level IIIA per 2006 NIJ standards from a City selected
vendor. It has also been the City's practice to repair and/or replace the vest and associated components if they become worn or damaged.

The City recognizes that the vests are items of personal wear and that it may benefit an officer to wear a vest other than the one that would be provided by the City. The City shall allow the purchase of a vest other than the standard issued vest by an officer. That vest must provide a minimum of Threat Level III protection. Any cost over the amount the City pays for the City provided vest will be borne by the officer. That cost shall be the price, with tax and shipping, that the City incurs when purchasing the City issued vest.

The City will select the brand, model, and vendor for the City issued vest. This package price will establish the City's base line costs for the following twelve months. This total will establish the City's contribution if an officer chooses to obtain a vest other than that provided by the City.

17.5 Footwear Allowance. Uniformed police personnel shall receive a footwear allowance of $200.00 per year plus tax and shipping charges.

17.6 Job Related Schooling. Reasonable effort shall be made to accommodate the work schedule of interested employees to allow them to attend college level law enforcement or job-related courses. The Chief of Police shall have full discretion to make such accommodations.

Article 18 – Work Stoppages

18.1 Uninterrupted Performance. The Employer and the Guild agree that the public interest requires efficient and uninterrupted performance of all City services and to this end pledge their best effort to avoid or eliminate any conduct contrary to this objective. Specifically, the Guild, for the duration of this Agreement, shall not cause or condone any work stoppage, including any strike, slowdown, refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with City functions by Employees under this Agreement and should same occur, the Guild agrees to take appropriate steps to end such interference. Any concerted action by an employee in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

Article 19 – Smoking Policy

19.1 Smoking on City property. The City and the Guild recognize the harmful effects of smoking. The Guild will not object nor take action to prevent the City from designating an City buildings and vehicles as no-smoking areas or prohibit smoking while in uniform.

Article 20 – Physical Fitness

20.1 Fitness Requirements. It is the intent of the parties to the Agreement to develop and agree upon mutually satisfactory physical fitness requirements as a condition of employment with the City. At either party's request, the other agrees to negotiate the details of such a program, and both parties agree to use good faith efforts to reach an agreement.
Article 21 – Employee Rights/Disciplinary Investigation.

21.1 Due Process. The employer reserves the right to suspend, discharge or take any disciplinary action against an employee covered by this Agreement for just cause and shall provide due process. The employee will not be suspended without pay unless it is pursuant to a final act of discipline initiated by the department. Placing an employee on administrative leave with pay is not an act of discipline.

21.2 Disciplinary Investigations. In criminal matters, an employee shall be afforded those constitutional rights available to any citizen. In administrative matters relating to job performance the following guidelines shall be followed:

21.2.1 Interrogation. Interrogation as used herein shall mean questioning by an agent of the department who is conducting an investigation of the employee being interrogated, when the agent knows, or reasonably should know, the questioning could reasonably result in the employee being disciplined, suspended, demoted or terminated, and as opposed to a routine inquiry. Prior to interrogation, an employee will be advised of his/her right to Guild representation and may have the representative present during interrogation.

21.2.2 Before Interrogation. An employee shall be advised in writing of the particular nature of the investigation and as to whether he/she is a witness or the subject of the investigation. This information shall be provided not less than 48 hours prior to the interrogation (excluding weekends and holidays) of the employee and will include the names and addresses or other information that shall reasonably inform him/her of the allegations against the said member(s) of the bargaining unit.

21.2.3 Time of Interrogation. Any interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise.

21.2.4 Place of Interrogation. Any interrogation shall take place at the department office except when impractical or otherwise agreed upon.

21.2.5 Length of Interrogation. The questioning shall not be overly long and the employee shall be entitled to such intermissions as are reasonably necessary.

21.2.6 Offensive or abusive language. The employee shall not be subjected to any offensive language or abusive questioning.

21.2.7 Lie Detector Test. The employer shall not require any employee covered by this Agreement to take or be subjected to a lie detector test as a condition of continued employment.

21.2.8 Tape Recording. The department shall tape record any interrogation. The employee shall receive, upon request, a copy of their own taped statement or may furnish his/her own tape recorder or other recording device.

21.2.9 Imposition of Discipline. Where reasonably possible, discipline shall be imposed within 60 days of the completed investigation if the employee is found chargeable for violations of department policies.

21.2.10 Waiver of Right. Nothing herein shall be construed as a waiver of any right the Guild has to request information under the laws of the State of Washington.
21.2.11 **Good Faith.** The parties to this Agreement will work, in good faith, to resolve issues that arise through implementation of the Article.

21.2.12 **Use of Force Situations.** Employees involved in the use of force where deadly force or force used resulted in serious bodily injury shall be advised of their rights to and be allowed to consult with a Guild representative or attorney prior to being required to give an oral or written statement about the use of force. In such cases, no statement will be required of the employee for twenty-four (24) hours after the incident. In all other incidents where the use of any force has occurred the employee shall have three (3) hours after being informed of the rights mentioned in this Article to consult with an attorney or Guild representative or both. All oral or written statements or reports provided by Employees shall be used for internal administrative purposes only. Neither the oral or written statements or reports, nor anything derived therefrom may be used in any criminal investigation or criminal prosecution of the Employee making the statement or filing the report.

**Article 22 – Entire Agreement.**

22.1 **Entire agreement.** The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no express or implied statements, actions, or previously written or oral statement shall add to or supersede any of its provisions.

22.2 **Exercise of Rights.** Both the City and the Guild acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for the parties after the exercise of that right and opportunity are set forth in this Agreement.

22.3 **Waiver.** Both the City and the Guild, for the duration of this Agreement, each voluntarily waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter that may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed the Agreement.

22.4 **Non-waiver.** Except as otherwise provided herein, nothing in this Agreement shall be construed as a waiver of the Guild’s collective bargaining rights with respect to changes in matters which are mandatory subjects of bargaining under the law.

**Article 23 – Severability.**

23.1 **Severability.** If any term or provision of this Agreement is declared or adjudged by a court or administrative agency of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity will not impair or affect any other term or provision of the Agreement.
Article 24 – Agreement Duration.

24.1 Term of Agreement. The Agreement shall be and remain in full force and effect from January 1, 2015 through December 31, 2017. There will be reopeners to negotiate wages and insurance benefits for 2016 and 2017. The parties agree to meet for these reopeners in September of the previous year. All provisions herein are subject to existing laws and ordinances and any provision found to be in conflict shall be void.

SIGNED THIS 23rd DAY OF January, 2015.

LANGLEY POLICE SERVICES GUILD

By:

GUILD PRESIDENT, CHARLES LIGGET

ATTEST:

CITY CLERK, DEBBIE L. MAHLER

CITY OF LANGLEY, WA

By:

MAYOR, FRED McCARTHY

Agreement between Langley Police Services Guild and the City of Langley