

## LABOR CONTRACT

**THIS AGREEMENT** is entered into this 14<sup>th</sup> day of December, 2011, by and between THE CITY OF ABERDEEN, hereinafter referred to as the "Employer", and THE ABERDEEN POLICE OFFICERS' GUILD, hereinafter referred to as the "Guild".

**IT IS AGREED** by the parties that this Contract will commence on the first day of January, 2011, unless otherwise stated herein, and will terminate on the 31<sup>st</sup> day of December, 2013, subject to the terms and conditions set forth herein, and is intended to replace the previous contract of the parties entered into on August 13, 2008.

### ARTICLE 1 - RECOGNITION

The Employer recognizes the Guild as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all its commissioned police employees with the exception of the Chief of Police, Deputy Chief, Captains, Lieutenants, and other employees who may be excluded from the bargaining unit under RCW 41.56, it being the intention of the parties to acknowledge the right of either party to petition for a clarification of the bargaining unit.

Unless a different context is indicated, whenever the term "members of the Guild" is used, it shall refer to all employees for whom the Guild is the sole and exclusive bargaining agent, whether or not any particular employee has an actual membership in the Guild.

### ARTICLE 2 - CONDITIONS OF EMPLOYMENT

The Employer shall notify the Guild President in writing at least thirty (30) days in advance of any proposed changes which may affect wages, hours or working conditions. This notification may be waved by mutual agreement. Any such change shall be subject to mutual agreement between the parties before becoming effective, and shall be posted on the Department bulletin board before taking effect. All conditions and provisions beneficial to employees now in effect which are not specifically provided for in this Agreement or which have not been replaced by provisions of this Agreement shall remain in effect, unless mutually agreed otherwise between the Employer and the Guild.

### ARTICLE 3 - GRIEVANCES

Grievances or disputes which may arise from the interpretation of this Agreement as applied to the employees covered under this Agreement shall be settled in accordance with the provisions of this Article. The parties agree that except where matters are covered by express provisions of this

agreement, the employees are subject to the Rules of the City of Aberdeen Civil Service Commission. Disputes which may arise from disciplinary action resulting in the discharge, suspension, demotion, reduction in rank, or deprivation of other privileges of members of the Guild shall be settled in accordance with the rules and regulations established by the Civil Service Commission of the City of Aberdeen and the just cause provisions of this agreement. Such rules and regulations shall not be changed without prior notice to the Guild as provided in Article 2 of this Agreement. Any alleged violation of contractual provision also covered by Civil Service Rules, or any disciplinary action covered by Civil Service Rules, may be adjudicated either through the Civil Service appeals process. or through the grievance process, provided that a Civil Service Appeal shall constitute an election of remedies and a waiver of the subject employee's right to further pursue his/her grievance and the Guild's right to require the Employer to arbitrate the grievance.

The following steps shall be followed by the employee, Guild, and employer in resolving alleged violations of this agreement.

The employee or Guild shall first discuss the problem with the employee's immediate supervisor within thirty (30) calendar days of knowledge of the occurrence. The supervisor should reply within fourteen (14) calendar days to the employee or Guild.

1. If the Grievance is not resolved by the immediate supervisor, the Guild or employee shall submit the grievance to the division commander within fourteen (14) calendar days of the immediate supervisor's response, or if the immediate supervisor has not responded then within fourteen (14) calendar days from the date the response should have been made. If the grievance was not submitted to the immediate supervisor it shall be submitted in writing to the division commander within thirty (30) days of knowledge of the occurrence. The report should outline the complaint, state the sections of the contract believed to be violated, and state the circumstances and manner in which it is believed that this contract was violated. If the employee submits the report, a copy shall be submitted to the Guild by the employee. The division commander shall reply in writing within fourteen (14) calendar days to the employee or Guild.
2. If the Grievance is still not resolved, the Guild or employee shall submit a written report to the Deputy Chief within fourteen (14) calendar days of the division commander's response or the date by which the division commander should have responded. The report shall outline the complaint, state the sections of the contract believed to be violated, and state the circumstances and manner in which it is believed that this contract was violated. If the employee submits the report, a copy of this report shall be submitted to the Guild by the employee. The Deputy Chief shall reply in writing within fourteen (14) calendar days to the employee or Guild.
3. If the grievance is still not resolved, the Guild or employee shall then submit a written report to the Chief of Police within fourteen (14) calendar days of the Deputy Chief's response, or the date by which the Deputy Chief should have responded, outlining the complaint and

circumstances and manner in which it is believed this contract was violated. If the employee submits the report a copy of this report shall be submitted to the Guild by the employee.

5. The Chief of Police, or his/her appointed agent, shall reply to the employee and Guild in writing within fourteen (14) calendar days after receipt from the employee or Guild.
6. If the Chief's response does not resolve the grievance to the satisfaction of the employee and the Guild, the Guild shall then notify the Mayor within fourteen (14) calendar days of the Chief's response, or the date that the response was due, that a grievance exists and ask for a resolution of the grievance. This notification shall be in writing, outlining the complaint and circumstances and stating the manner in which it believes this contract has been violated. The Mayor shall provide a written response to the Guild within fourteen (14) calendar days.
7. If there has not been a resolution of the grievance to the satisfaction of the Guild after thirty (30) calendar days from the presentment to the Mayor, the matter may be submitted to binding arbitration upon request of either party in the following manner:

The parties will select a third party to serve as an arbitrator from a list supplied by the Public Employees Relations Commission (PERC). Beginning with a flip of a coin, each party shall alternately strike one name from the list until only one name remains. The remaining arbitrator shall hear the grievance.

The Employer shall bear the costs of the Employer representatives and one-half the cost of the arbitrator. The Guild shall bear the cost of the Guild representatives and one-half the cost of the arbitrator.

The Employer and Guild both want grievances to be resolved as quickly as possible. Time is of the essence in this grievance procedure. Failure by an employee or the Guild to comply with any time limitation of the procedure in this Article shall constitute a withdrawal of the grievance. Failure of the Employer to comply with any time limitation of the procedures in this Article shall allow the Guild to automatically advance the grievance to the next step without waiting for the Employer's reply at the previous step. The Employer and Guild may extend the time limits for stated periods of time by mutual written agreement.

#### **ARTICLE 4 - DISCRIMINATION**

The Employer and the Guild agree that they will not discriminate unfairly against any person by reason of race, age, color, sex, national origin, religious belief, marital status, membership or non-membership in the Guild, or the presence of mental, sensory, or physical handicap, provided that distinctions based on bona fide occupational qualifications shall not be deemed to be unfair discrimination. This section shall not be construed to permit any circumvention of the terms of this agreement or the policies or procedures of the Civil Service Commission.

The Guild recognizes the Employer's responsibility to comply with the provisions of the Americans with Disability Act and, in order to avoid conflicts between this agreement and the Employer's duty to provide reasonable accommodation, the parties agree that the Employer shall be permitted to implement all actions necessary to comply with the Act. The Guild shall be given the opportunity to bargain over the effects of the proposed change. The employer agrees to indemnify the Guild from any demand, claim, or legal action arising from the employer's actions regarding a reasonable accommodation.

#### **ARTICLE 5 - PENSIONS**

Pensions for employees shall be governed by the laws of the State of Washington in effect on the effective date of this agreement and such laws as may become effective during the life of this agreement. The Employer agrees to use its facilities to distribute and to make available to all employees (active and retired) any rules, regulations or official publications issued by the Washington Law Enforcement Officers' and Firefighters' Retirement System, its Director or Board.

#### **ARTICLE 6 - HEALTH CARE, DISABILITY BENEFITS AND SICK LEAVE**

Hospital and medical care shall be provided for all members of the Washington Law Enforcement Officers' and Firefighters' Retirement System in accordance with the laws of the State of Washington in effect on the date of the signing of this agreement, of which become effective during the life of this agreement.

Disability benefits, including disability leave, shall be provided for all members of the Washington Law Enforcement Officers' and Firefighters' Retirement System in accordance with the laws of the State of Washington in effect on the date of the signing of this agreement, or which become effective during the life of this agreement.

The employer shall provide members hired after October 1, 1977 (LEOFF II personnel) with disability insurance as currently provided through the Washington Council of Police and Sheriffs for the members. Eighty percent (80%) of the monthly premiums for such insurance shall be paid by the Employer and twenty percent (20%) of the monthly premium shall be deducted from the employee's monthly salary.

Those members of the Guild entering the Law Enforcement Officers' and Firefighters' Retirement System after October 1, 1977, shall be entitled to accrue eight and one-half (8.5) hours of sick leave per month, and that portion of said sick leave not used shall be accumulated to the employee's credit up to one thousand four-hundred forty (1440) hours. After having worked thirty (30) consecutive calendar days an employee shall have available to him for the first twelve (12) months of employment one-hundred two (102) hours of sick leave as a loan to be charged against future accrual of sick leave. Upon termination, if the total sick leave used is greater than the total sick leave accrued, the difference will be deducted from his/her final

paycheck. Unearned used sick leave must be returned to the Employer by deduction from accrued sick leave or by a suspension of sick leave accrual after the first twenty-four (24) months of employment.

To be compensated for sick leave, the employee shall, upon the request of the Employer, furnish a doctor's certificate stating the employee is unfit for duty, and, if requested, shall submit to an examination by a City-appointed physician. Such examination, and any physician's report to the Employer, shall be limited to a verification of the illness.

An employee may use sick leave when an employee's spouse or child under the age of 18 years, or persons living with a spouse or child, requires medical treatment or supervision due to illness, but only when no other responsible family member is available to provide care. Other family members shall be considered available to provide necessary care when they are over the age of 18 years, reside with the ill family member, and are not employed outside the home. For those members of the Guild who entered the Law Enforcement Officers' and Firefighters' Retirement System before October 1, 1977 (LEOFF I personnel) this benefit shall be limited to the sick leave provisions outlined in Section 2.52.100 of the Aberdeen City Code, and does not include disability leave under Chapter 41.26 RCW.

Employees are entitled to leave as required by the Federal Family Leave Act of 1993, and RCW 49.78, provided that employees may be required to utilize paid leave concurrent with family leave in accordance with City of Aberdeen Personnel Policy 8.110 (adopted June 22, 1994).

Employees who have accumulated more than four hundred (400) hours of sick leave time may trade sixteen (16) hours of sick leave time for eight (8) hours of vacation in a year. Employees who have accumulated more than six hundred fifty (650) hours of sick leave time may trade thirty two (32) hours of sick leave time for sixteen (16) hours of vacation in a year. Employees who have accumulated more than nine hundred (900) hours of sick leave time may trade forty eight (48) hours of sick leave time for twenty four (24) hours of vacation in a year. For purposes of determining an employee's eligibility for sick leave conversion, the employee's accumulated sick leave as of December 31 of the previous year shall be used. During January of each year, eligible employees shall declare their intent on forms provided by payroll. The accumulated sick leave of an employee electing to utilize this conversion shall be reduced and vacation balance increased accordingly. Employees who have been disciplined for abuse of sick leave within the preceding two years are not eligible for the benefit provided in this section.

At the time of separation in good standing from service an eligible employee or, in the case of death, the employee's estate shall be paid twenty-five percent (25.0%) of accumulated sick leave, provided that such payment shall not exceed ten thousand dollars (\$10,000.00). All payments of such accumulated sick leave shall be based upon the salary in effect at the time of separation of employment.

## **ARTICLE 7 - FAMILY MEDICAL , DENTAL, AND VISION INSURANCE**

The Employer will provide members with Regence Blue Shield Plan A medical insurance and WDS Plan F (with Orthodontia Plan V rider) dental insurance and pay one-hundred percent (100%) of the premium for the insurance for employees. The Employer will provide the spouses and dependents of employees with Regence Blue Shield Plan A medical insurance and WDS Plan F (with Orthodontia Plan V rider). Eighty-eight percent (88%) of the monthly premiums for dependent Regence Blue Shield Plan A medical insurance shall be paid by the Employer and twelve percent (12%) shall be deducted from the employee's monthly salary. Ninety-five percent (95%) of the monthly premiums for WDS Plan F (with Orthodontia Plan V rider) dental insurance shall be paid by the Employer and five percent (5.0%) shall be deducted from the employee's monthly salary.

Effective January 1, 2012, the members agree to move to the AWC Benefit Trust Health First Medical Plan 100%/70%/70% Coinsurance-Regence. The Employer will pay one-hundred percent (100%) of the premium for the AWC Benefit Trust Health First Medical Plan 100%/70%/70% Coinsurance-Regence for employees. Eighty-eight percent (88.0%) of the monthly premiums for dependent AWC Benefit Trust Health First Medical Plan 100%/70%/70% Coinsurance-Regence insurance shall be paid by the Employer and twelve percent (12.0%) shall be deducted from the employee's monthly salary.

The Employer shall also provide members, their spouses and dependents with Vision Service Plan (option 1 full family - \$10.00 deductible) vision insurance, eighty percent (80%) of the monthly premiums for such insurance to be paid by the Employer and twenty percent (20%) of the monthly premium shall be deducted from the employee's monthly salary.

## **ARTICLE 8 - LIFE INSURANCE**

The Employer will provide a life insurance program for members of the Guild. Said life insurance shall be in the amount of Fifty Thousand Dollars (\$50,000) in the event of death. If an employee is killed in the line of duty, the Employer shall pay Three Thousand Dollars (\$3,000) towards funeral expenses.

Life insurance and required medical and dental insurance shall be provided by the Employer only for employees represented by the Guild who are on active duty with the department or on disability leave in accordance with state statutes. Active duty for the purpose of this agreement shall include person on vacation leave, leave with pay, military leave not exceeding sixty (60) days, leave without pay not exceeding sixty (60) days, comp time off, disciplinary suspension not exceeding ninety (90) days, maternity/paternity leave, and family medical leave.

## **ARTICLE 9 - GUILD MEMBERSHIP**

1. All employees covered by this agreement, as a condition of employment, shall pay to the Guild all dues and other fees but shall not be obligated to join the Guild. However, if non-Guild is

based on bona fide religious tenets or teachings of a religious body of which such employee is a member, such employee shall be allowed to follow the non-association provisions outlined in chapter 41.56 RCW.

2. The Employer agrees upon the receipt of a written authorization signed by an employee and approved by a representative of the Guild, that the Employer will then make a deduction from the wages of the employee in the sum which is certified as assessments, or Guild dues, and to forward that sum monthly to the Treasurer or other official of the Guild who is designated by the Guild to receive said payroll deductions on its behalf. If no wages are payable to any employee, or if wages are not sufficient to satisfy the amount of the authorized deduction, the Employer shall notify the Guild of that fact.
3. Employees failing to pay their membership dues or agency fees shall be discharged upon 30 (thirty) days written notice to the Employer from the Guild. The Guild agrees to indemnify and save the Employer harmless against any claims, demands, suits or other form of liability which may arise by reason of any action taken or omitted by the Guild or Employer in complying with the discharge provisions of this paragraph.

#### **ARTICLE 10 - GUILD ACTIVITIES**

It is recognized that officers of the Guild and members of the negotiating committee and Executive Board may be required to absent themselves from their regular duties while partaking in official meetings of the Guild, attending negotiation sessions, and for attendance at official meetings of the state organization with which the Guild is affiliated. The Chief of Police, at his discretion, may release officers to attend meetings during regular working hours without loss of pay; otherwise the Guild agrees to reimburse the City for wages accrued to replace that officer during the release time. The Employer may restrict this time when such release time from regular duty assignments will substantially impair the ability of the department to function with its remaining regularly scheduled staff. Employees represented by the Guild shall be permitted to attend meetings of the Aberdeen Police Guild without loss of pay during scheduled working hours; provided, that said attendance shall not substantially impair the ability of the department to protect the safety of the public.

The Employer agrees to provide release time for any officer or officers whose attendance is requested at a meeting by the LEOFF System Board or local disability board, the Civil Service Commission, or a labor arbitrator selected under the terms of this agreement.

#### **ARTICLE 11**

1. **Hours of Work.** The workweek for patrol officers shall consist of four (4) consecutive eleven (11) hour shifts followed by four (4) consecutive days off. The start and expiration of each shift per day (11 hours of duration) shall be set by the Chief of Police. A work cycle, for the purposes of this section, shall consist of four (4) consecutive eleven (11) hour shifts. Change of

shift notices or changes to a patrol officer's schedule, for the first day of the next work cycle shall be posted prior to the end of the current work cycle or the hours changed during the first work day of the next work cycle shall be paid at the overtime rate. In addition, change of shift notices or changes to a patrol officers schedule, of more than two (2) hours for the current work cycle, shall be posted four (4) days in advance of the changes or the hours changed shall be paid at the bonus equal to the overtime rate of pay until the changes have been posted for the full four days. If the shift or schedule change (start time of shift) is two (2) hours or less the four (4) day or work cycle notice is not required.

A minimum of 12 hours of overtime pay per work cycle will be allotted to cover unscheduled time off requests.

The normal work week for members assigned to Detectives shall be forty (40) hours, consisting of four (4) consecutive ten (10) hour days followed by three (3) consecutive days off. The normal workday shall consist of ten (10) consecutive hours, the starting time of which may be set by the Chief of Police. Change of shift notices are to be posted ten (10) days in advance of the shift changes. Time worked in excess of ten (10) elapsed hours after the start of such a work shift shall be compensated for at the overtime rate. The Employer may temporarily place Detectives on the eight (8) hour day schedule detailed in this section (Article 11) to accommodate staffing shortages or major case needs. Any hours worked prior to the expiration of fourteen (14) hours between ten (10) hour shifts or sixteen (16) hours between eight (8) hour shifts shall be paid at the overtime rate.

The normal work week for members assigned to non-uniformed positions (Drug Task Force, School Resource Officer, and Records Supervisor) shall be forty (40) hours, consisting of five (5) consecutive eight (8) hour days followed by two (2) consecutive days off. The normal workday shall consist of eight (8) consecutive hours, the starting time of which may be set by the Chief of Police. Change of shift notices are to be posted ten (10) days in advance of the shift changes. Time worked in excess of eight (8) elapsed hours after the start of such a work shift shall be compensated for at the overtime rate. Any hours worked prior to the expiration of sixteen (16) hours between eight (8) hour shifts shall be paid at the overtime rate.

**2. Overtime.** All work performed by patrol officers in excess of eleven (11) hours in the same work day or beyond forty-four (44) hours in a work week shall be compensated for at the overtime rate. Any time worked on a scheduled day off shall be compensated at no less than the overtime rate. A twenty four (24) hour day, for application of this provision shall be from 2400 to 2400 hours. Any hours worked prior to the expiration of eleven (11) hours between shifts for patrol officers shall be paid at the overtime rate. All work performed by officers assigned to non-uniformed positions (Drug Task Force, School Resource Officer, and Records Supervisor) in excess of eight (8) hours in a normal work day or forty (40) hours in a normal work week shall be compensated for at the overtime rate. All work performed by officers assigned to Detectives in excess of ten (10) hours in a normal work day or forty (40) hours in a normal work week shall be compensated for at the overtime rate. The overtime rate shall be time and one-half the regular rate of pay per hour. The monthly base salary does not include court time, call-back, or overtime

pay. Otherwise, compensation shall not be paid more than once for the same hours under any provisions of this agreement.

**3. Internal Appearances.** Overtime will be paid when an officer is required to appear on his/her off-duty time for internal investigation or for appearances before the accident or firearms review boards.

**4. Call Back.** In the event an employee is called back to work for any reason other than a court appearance or internal appearance after leaving the place of employment following the completion of, or more than one hour prior to commencing a regularly scheduled shift or on days off, he or she shall receive a minimum compensation of three (3) hours calculated at the overtime rate. This provision does not apply if the call back was scheduled prior to the termination of the regularly scheduled work shift and the call back is worked as an unbroken extension of the scheduled shift.

In addition to the above, an officer who is required to return to work while on his/her holidays or vacation, or days off attached to a block of a week's shift of holidays or vacation days, shall be compensated at the overtime rate. The officer will also be entitled to two (2) hours pay at the regular rate, and the holiday, vacation day, or day off will be rescheduled. An officer who is required to return to work on his/her regularly scheduled day off, not attached to a block of a week's shift of holidays or vacation days, will also be entitled to one (1) hour of pay at the regular rate. This paragraph shall not apply if the holiday or vacation period was changed at the officer's request after the shift schedule has been posted or if the officer is appearing in response to a subpoena (see Article 11, Court Pay).

An officer who is scheduled off on one of the nine (9) paid overtime holidays and then required to return to work shall be compensated at the overtime rate and the holiday rescheduled.

**5. Court Pay.** If an employee is required to testify or appear outside of the employee's regularly scheduled working hours in any court case or hearing that arose from his/her employment within the City of Aberdeen, the officer shall be compensated at the overtime rate for the time spent at the hearing with a minimum compensation of three (3) hours at the overtime rate. If any employee is subpoenaed in the morning and in the afternoon for separate cases, then the employee shall be paid a minimum of three (3) hours at the overtime rate for the morning and three (3) hours for the afternoon. It is understood that an officer so testifying shall be paid only for such time and waiting time, excluding one-half hour for a meal period, as may be reasonably necessary for the purpose of the case. Travel time shall be paid at the employee's straight time rate of pay for travel to a point in western Washington if the distance to be traveled is more than 30 miles from the police station. If the employee is not notified of court cancellations at least twelve (12) hours in advance of the scheduled appearance personally, or by the posting of a notice of cancellation in the squad room or officer's mailbox or other mutually accepted form of notice, he/she shall be entitled to the minimum court time. If a municipal court case is canceled after 2:00 p.m. on the day before scheduled trial, the Employer shall attempt to notify the officer of the cancellation by telephone.

In addition to the above, an officer who is required to testify in any case set forth in the preceding paragraph: (1) while on his/her holidays or vacation, or days off attached to a block of a week's shift of holidays or vacation days, shall be entitled to two (2) hours pay at the regular rate, and the holiday, vacation day, or day off will be rescheduled, and (2) while on his/her regularly scheduled day off shall be entitled to one (1) hour of pay at the regular rate. This paragraph shall not apply if the holiday or vacation period was changed at the officer's request after the hearing date had been set.

No additional compensation shall be paid under either of the two preceding paragraphs if the officer is on disability or sick leave when required to testify.

**6. Training Officer Pay.** If an employee is assigned to perform specific training exercises on a regular basis by the Chief of Police, and the training program is recognized by the Employer, those recognized training officers shall receive for such specific training duties the sum of one hundred dollars (\$100.00) per month, and the Special Weapons and Tactics Leader and Force Training Unit Rangemaster shall receive one hundred dollars (\$100.00) per month. Training officers shall serve solely at the discretion of the Chief of Police.

**7. Motorcycle Pay.** Those employees assigned by the Chief of Police as motorcycle officers shall receive payment of seventy-five dollars (\$75.00) per month for those months specifically assigned at that position.

**8. Canine Officer.** Employees assigned canine unit patrol dogs shall receive three overtime hours per week as compensation for time spent caring for and transporting canine animals.

**9. SWAT Officers.** Employees assigned to Special Weapons and Tactics duties by the Chief of Police shall receive payment of seventy-five (\$75.00) per month for those months in which SWAT members are assigned to perform specific training exercises under direction of the SWAT Leader or other duties by the Chief of Police.

**10. Hazardous Duty Pay.** An employee who is directed to perform work as a Meth Lab Team member shall be compensated one hundred dollars (\$100) during each calendar month in which the employee participates in a Meth Lab search or clean-up operation. Such compensation is in addition to an employee's applicable rate of pay for all hours worked during the assignment.

**11. Open Range Comp Time.** Each officer will be allowed to receive up to two (2) hours of compensatory time per month for participating in open range training and practice.

**12. Department Operation Days.** Each patrol officer assigned to the 4/4 schedule is required to participate in five (5) department operation days (maximum of eight hours per day) during the year in recognition of the decrease in annual hours of work allowed by implementation of the 4/4 schedule. Compensation for department operation days under this section shall be included in the monthly base salary and shall be considered regular hours of work. Department operation days shall not be subject to the overtime rate except under the provisions of this paragraph. Department operation days under this section shall be scheduled on patrol officer's

days off and shall be posted eight (8) days in advance or the Department operation day shall be paid at the overtime rate until the Department operation day has been posted for the full eight (8) days. All department operation days under this section that exceed eight (8) hours in the same workday shall be paid at the overtime rate. Any hours spent participating in a department operation day prior to the expiration of eleven (11) hours between shifts for patrol officers assigned to the 4/4 schedule shall be paid at the overtime rate.

**13. Training.** Training time which occurs outside of an officer's regularly scheduled shift or one of the officer's department operations days shall be considered compensable hours worked unless all of the following criteria are met:

- (a) attendance must in fact be voluntary;
- (b) the employee must do no productive work while attending;
- (c) the program, lecture or meeting is not directly related to the employee's job. The training is directly related to the employee's job if it aids the employee in handling his or her job more effectively, more efficiently or more safely. Enrollment in courses offered by institutions of higher learning which earn credit towards college degrees shall not be considered training directly related to the employee's job.

Officers shall be entitled to compensatory time off for training which occurs outside an officer's regularly scheduled shift or one of the officer's department operations days. The compensatory time shall be tracked in a "Training" leave bank with a maximum of forty-four (44) hours; provided that the Chief may approve training hours in excess of the maximum. Training leave in excess of the maximum may be cashed out or scheduled by the Employer.

Compensatory time off for voluntary training or schools shall be solely at the discretion of the Chief of Police. Nothing in this Article shall be construed to abridge the Chief of Police's duty and right to assign members to schools of training or offer optional training or schooling to employees. It is mutually recognized that training is both necessary and desirable and this section is to be liberally construed toward that goal.

**14. Compensatory time off.** Compensatory time off may be given in lieu of overtime at the overtime rate at the agreement of both parties to the extent allowed by law or departmental policy. Employees may accrue compensatory time to a maximum of eighty (80) hours at any one time. Employees shall be allowed to cash out up to fifty (50) hours of compensatory time each calendar year.

**15. Team Selection.** The Chief of Police shall make team assignments before annual vacation leave is selected by officers for the coming year. The Chief of Police may change team assignments for reasonable cause (e.g. covering disability leave; disciplinary actions; resolution of grievances; etc.). Mandatory team changes mid-year should be made after seeking voluntary team changes. Changes made to team assignments shall be subject to the shift change procedure in Article 11 and Article 15.

## **ARTICLE 12 - TRAINING FUND**

The training fund shall include moneys necessary to provide each regular sworn employee with two hundred (200) practice rounds of ammunition per month.

## **ARTICLE 13 - HOLIDAYS**

Each employee shall receive eleven (11) working days off per year in lieu of holidays computed as one day per month for the first eleven (11) months of an employee's anniversary year. An employee's unused bank of holiday hours shall be adjusted (increased or reduced) if the employee is reassigned to a shorter or longer working day as necessary to provide no more than eleven days off in lieu of holidays.

In addition, those employees who are scheduled to work on any of the nine (9) following holidays shall be compensated at the overtime rate: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. Detectives who are not scheduled to work on a designated holiday but elect to work on the designated holiday shall not receive overtime pay under this paragraph but shall reschedule the day off in lieu of holiday.

In addition to the above, an officer who is required to return to work while on his/her holidays or vacation, or days off attached to a block of a week's shift of holidays or vacation days, shall be compensated at the overtime rate. The officer will also be entitled to two (2) hours pay at the regular rate, and the holiday, vacation day, or day off will be rescheduled. An officer who is required to return to work on his/her regularly scheduled day off, not attached to a block of a week's shift of holidays or vacation days, will also be entitled to one (1) hour of pay at the regular rate. This paragraph shall not apply if the holiday or vacation period was changed at the officer's request after the shift schedule has been posted or if the officer is appearing in response to a subpoena (see Article 11, Court Pay).

An officer who is scheduled off on one of the nine (9) paid overtime holidays and then required to return to work shall be compensated at the overtime rate and the holiday rescheduled.

Holiday compensation days may be accrued through the year following the year they are earned. Ten (10) holiday compensation days shall be scheduled according to seniority; one (1) floating holiday compensation day per year may be retained by the employee to be used by the employee, with the consent of the Chief, at the employee's convenience during the year. During the first year of employment, holiday compensation days may be taken by mutual consent of the employee and Employer; thereafter, the employee shall take eleven (11) compensation days off per year unless prevented from doing so by disability or circumstances arising from his/her employment.

Upon termination of employment, the employee shall be paid for any unused holidays, and shall repay the City any wages received for holiday compensation days taken but unearned. If the

Employer requests the employee work a day of his/her time off in lieu of holidays, the Employer shall reschedule the day off and compensate the employee at the overtime rate.

**ARTICLE 14 - WORKING OUT OF CLASSIFICATION**

Whenever an employee appointed by the Chief of Police accepts the principal duties and responsibilities of an employee in a higher classification for a shift or greater period of time, that employee shall be paid a five percent (5%) increase from his/her present salary, or he/she shall receive the salary at the bottom of the range for the classification which he/she is working in, whichever is greater.

**ARTICLE 15 – VACATIONS.**

Vacation time shall accrue according to the following schedule:

<u>Months</u>	<u>Vacation Time</u>
1 - 48	8.5 Hours Per Month
49 - 96	10 Hours Per Month
97 - 144	12 Hours Per Month
145 - 192	16 Hours Per month
193 - 240	18 Hours Per Month
241 +	20 Hours Per Month

Employees may accrue vacation hours up to a total of three (3) years at their current accrual rate. After the first year of employment, a minimum of eighty (80) hours of vacation must be used each calendar year. Any portion of the 80 hours mandatory vacation and any vacation time above the maximum accrual limit shall be forfeited. Any excess vacation time shall be used at a mutually agreeable time as soon as reasonably practical. Vacation hours will not be forfeited if the Employer has required that the employee not take his/her vacation time or the employee is unable to use the days off because of disability leave or other non-working status. No more than three (3) consecutive weeks off shall be scheduled each year unless approved by the Chief of Police.

The Employer is obligated to compensate any employee for any unused vacation time accumulated prior to retirement or termination or for any unused vacation time which the Employer has required that the employee not take.

In addition to the above, an officer who is required to return to work while on his/her holidays or vacation, or days off attached to a block of a week's shift of holidays or vacation days, shall be compensated at the overtime rate. The officer will also be entitled to two (2) hours pay at the regular rate, and the holiday, vacation day, or day off will be rescheduled. An officer who is required to return to work on his/her regularly scheduled day off, not attached to a block of a week's shift of holidays or vacation days, will also be entitled to one (1) hour of pay at the

regular rate. This paragraph shall not apply if the holiday or vacation period was changed at the officer's request after the shift schedule has been posted or if the officer is appearing in response to a subpoena (see Article 11, Court Pay).

An officer who is scheduled off on one of the nine paid overtime holidays and then required to return to work shall be compensated at the overtime rate and the holiday rescheduled.

The Employer reserves the right to reschedule or cancel vacation subject to the shift change procedures in Article 11 and the provisions of this Article. If an officer's annual vacation, including days off attached to a block of a week's shift of holidays or vacation days, is canceled or rescheduled and the officer has incurred pre-paid vacation expenses that cannot be refunded the Employer shall reimburse the officer for such expenses up to a maximum of Five Hundred Dollars (\$500.00). An officer's annual vacation shall only be rescheduled or canceled as a last resort. "Annual vacation" as used in this paragraph means up to three weeks of vacation designated by the officer and approved by the Employer during the annual vacation selection process for the coming year. "Last resort" means something more than the mere inconvenience or expense of paying overtime to a substitute employee.

An employee who is participating in the Employer's Deferred Compensation Program may elect to exchange up to eight (8) hours of vacation leave per month in return for the deposit by the City of the cash equivalent into the Employer's Deferred Compensation Program. Such an election will take effect upon the next opening date for changing contributions to the Deferred Compensation Program and an election by an employee to withdraw from the vacation leave conversion program shall be effective upon the next opening date. Changes by the employee to his or her vacation conversion election shall not occur more frequently than once every six months. In the event that the employee has no accumulated vacation hours to convert, the Employer may discontinue the employee's participation in the vacation conversion program, thus reducing the employee's vacation to zero and causing an equivalent amount of the employee's pay to be placed into the Deferred Compensation Program.

Upon termination of employment the employee shall repay the Employer any wages received for vacation days taken but unearned.

#### **ARTICLE 16 - FUNERAL LEAVE**

In the event of a death in the immediate family of a member of the Guild, that member may elect to take up to three (3) working days off without loss of pay if the funeral is to be held in the State of Washington and five (5) days if it is to be held out of state, or if the employee is involved in administration of the estate. Additional leave may be granted, but shall be deducted from the employee's sick leave account. The term "immediate family" shall include: the officer's spouse and children, including stepchildren; mother, father, brothers, and sisters of the officer or spouse; and grandparents and grandchildren of officer or spouse. Funeral Leave shall only be used for bereavement, funeral attendance, or other matters related to the death.

## **ARTICLE 17 - EMPLOYMENT PRACTICES**

Employment of personnel in the Department shall be in accordance with the City Ordinances and applicable Civil Service Rules and Regulations. The Employer will notify the Guild of proposed changes to the civil service rules.

If an employee who has resigned from the Department is re-employed within two (2) years of the date of such resignation, he/she shall be placed in the same salary classification he held on the date of his/her resignation; however, any re-employed officer holding the rank (original) of Sergeant or above shall not cause another officer to be reduced in rank but shall be re-employed at the top step of the Patrolman's range. His/her original anniversary date shall be advanced by the number of days he/she was absent from the service of the Department for the purpose of computing his/her vacation credits. The anniversary date for eligibility for step increases shall commence with the date of current rehiring. It is further provided that nothing in this paragraph shall be held to be contrary to the existing rules and regulations of the Civil Service.

Whenever a vacancy occurs in any funded position, whether through promotion, resignation, retirement or the creation of new positions or reorganizations, said vacancies shall be filled as soon as legally and reasonably possible provided that this shall not supersede any Civil Service laws or regulations, and shall not affect the Employer's prerogatives. Permanent appointments may be made from an eligibility list established by the Aberdeen Civil Service Commission and the rules and regulations of such Commission pertaining to the filling of vacancies shall be observed.

## **ARTICLE 18 – UNIFORMS AND EQUIPMENT.**

The Employer shall furnish such standard uniforms and equipment as prescribed by the Chief of Police in department policy 06 for all police officers at the time of hire. All uniforms and equipment will be worn as prescribed by the Chief of Police.

Employees assigned to specialties such as K-9, Traffic, SWAT, Bike Patrol or other recognized specialties shall be outfitted initially at the employer's expense with such uniforms and equipment as required by the Chief. All subsequent uniform replacement will be in similar fashion to the rest of the employees.

Officers in a full-time status shall receive an annual clothing allowance of seven hundred dollars (\$700.00), which will be paid to them on the first payday in February of the given calendar year, to be used by the employee for additional uniform acquisition, replacement, cleaning, maintenance, and purchasing items intended to be used on duty (duty gear e.g. leather/web, etc.). Ballistic vests and other hardware, protective clothing or protective devices required by the employer shall be furnished to the employees by the employer. Protective items shall include such items as firearms (issued duty handguns/rifle), magazines, handcuffs, tasers, knives, expandable batons, metal badges, OC spray, and other standardized hardware or any other

equipment required by the employer, including ballistic vests. Officers who have been employed for less than 12 months on first day of February of the given calendar year shall receive a prorated clothing allowance representing the number of months remaining in the given calendar year after completion of the first 12 months of the officer's employment.

Employer initiated changes to employees' standard uniform and duty gear may, in the Chief's discretion, be implemented over a 12 month period by employees using the clothing allowance. If the employer requires replacement of standard uniforms or duty gear in good condition in order to implement changes in less than 12 months the employer shall furnish the new standard uniforms and duty gear.

In addition to the clothing allowance, the Employer shall repair or replace employer required standard uniforms and equipment that is damaged as a result of incidents occurring in the line of duty. Replacement due to normal wear and tear of items to be purchased with the clothing allowance will be the officer's responsibility.

Ballistic vests shall be replaced by the City according to manufacturer recommendation with the employee's choice of the state bid ballistic vest or equivalent to the state bid vest. The ballistic vest shall be at a level equal to or greater than level IIA. Employees wishing to purchase a vest of higher value or level will be allowed to pay the difference between the total cost (including tax and shipping) to the city of the state bid level IIA vest and the vest of the employee's choice.

The department shall no longer provide uniform cleaning.

All items purchased directly by the Employer will be considered the property of the Employer and returned to the Department upon termination. All other items will be considered the personal property of the employees.

**ARTICLE 19 - SALARIES**

1. **Salary ranges.** Effective January 1, 2012, the salary schedule in effect as of December 31, 2010, shall be increased across the board by three percent (3.0%), as reflected in the following schedule:

<u>Position</u>	<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Sergeant	21P	5325	5589	5869	6165	6470	6797
Lead Patrol	20P	5074	5325	5589	5869	6165	
Patrol Officer	19P	4831	5074	5325	5589	5869	
Pre-basic	18P	4590					

Effective January 1, 2013, the salary schedule in effect as of December 31, 2012, shall be increased across the board by one-hundred percent (100%) of the June 2011-2012 Seattle/Tacoma/Bremerton CPI-U, with a minimum of one percent (1.0%) and a maximum of three percent (3.0%).

Newly employed patrol officers who have not graduated from basic police academy shall be paid at a rate 5% below Range 19, Step 1. Upon graduation the salary shall be paid at Step 1, Range 19, and the anniversary date for progression through the ranges shall be set as the date of graduation.

**2. Educational incentive.** Educational incentive pay shall be paid at the indicated percent of a qualifying Sergeant's base salary for the level of education indicated below:

Associate Degree	2%
Bachelor's Degree	4%

A Sergeant who has earned the number of credit hours required for an associate or bachelor's degree but has not been granted a formal degree may request a review of his or her transcripts by the Chief of Police. The Chief may allow the Sergeant to receive educational incentive pay if the Chief determines that the course work and number of credit hours are the equivalent of a formal degree. The Chief shall not unreasonably deny an employee's request to receive educational incentive pay based on degree-equivalent course work and credit hours.

Effective January 1, 2009, the educational incentive pay currently available to Sergeant's shall be paid to all qualifying employees.

**3. Longevity incentive.** Effective January 1, 2009, longevity incentive pay shall be paid at the indicated percent of a qualifying employee's base salary as indicated below:

- After 10 years: Two and one-half percent (2.5%);
- After 15 years: Three percent (3.0%);
- After 20 years: Three and one half percent (3.5%)

**4. Deferred compensation match.** Effective January 1, 2012, the Employer agrees to deposit monthly to each employee's deferred compensation account a dollar for dollar match up to twenty-five dollars (\$25.00).

## **ARTICLE 20 - PREVAILING RIGHTS**

All rights and privileges held by the employees under interpretations of the provisions of previous contracts which are included herein and which remain unchanged and unaffected by the provisions of this contract shall remain in force. This provision shall not be used to claim rights or privileges which have not been continuously recurring practices begun and perpetuated with the expressed knowledge and approval of the Employer.

## **ARTICLE 21 - MANAGEMENT RIGHTS**

The Guild recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.

Among such rights is the determination of the methods, processes, and means of providing police services, including the increase, or diminution, or change of operations or police equipment, in whole or in part, including the introduction of any and all new, improved, automated methods of equipment, the assignment of employees to specific jobs, the determination of job content and/or job duties and the combination or consolidation of jobs; provided, however, in the exercise of such rights, it is not intended any other provision of this contract providing a specific benefit or prerequisite to the police officers shall be changed, modified, or otherwise affected, without the concurrence of the Guild. In establishing and/or revising performance standards, the Employer shall, prior to, adoption submit them to the Guild for consideration and discussion, and shall give the Guild sufficient time to study them and consult as a member thereof.

Subject to the provisions of this agreement, the Employer has the right to schedule work as required in a manner most advantageous to the Department and consistent with the requirements of municipal employment and to public safety.

It is understood by the parties that every incidental duty connected with operations and enumerated in the job descriptions is not always specifically described.

Subject to the provisions of this agreement, state law and Civil Service Rules and Regulations, the Employer reserves the right:

1. To recruit, assign, transfer or promote members to positions within the Department;
2. To suspend, demote, discharge, or take other disciplinary action against members for just cause;
3. To determine methods, means, and personnel necessary for departmental operations;
4. To control the departmental budget;
5. To take whatever actions are necessary in emergencies in order to assure the proper function of the Department; and
6. To manage its departments except as may be limited by the provisions of this agreement.

## **ARTICLE 22 - SAVINGS CLAUSE**

If any provision of this agreement or the application of such provision should be rendered or declared invalid by any court action or by any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect. Upon the

issuance of any such decision the parties agree immediately to substitute if possible for the invalidated section or portion of this agreement.

### **ARTICLE 23 - INDEMNIFICATION**

The Employer agrees to defend and hold harmless all members of the Guild from all civil claims, demands, causes of action, suits or proceedings, regardless of the merits of same, and from all damages, liability or costs or expenses of every type, all or any part thereof which arise solely out of official performance of their duty as law enforcement officers.

### **ARTICLE 24 - PERFORMANCE OF DUTY**

It is understood and agreed that the services performed by the employees included in this agreement are essential for the public's health, safety, and welfare. Therefore, the Guild agrees that it will not authorize, instigate aid, condone, or engage in any strike, work stoppage, or any other action which will unreasonably interrupt or interfere with the operation of the City. In the event of a violation of this Article by any employee or group of employees, the Guild agrees to make reasonable efforts to bring about an immediate resumption of normal work.

### **ARTICLE 25 - BILL OF RIGHTS**

It is recognized that the Employer has the right to enforce rules for the conduct of its employees and to discipline, suspend, demote or discharge any employees provided that said rules or actions do not conflict with applicable City ordinances, Civil Service Rules and Regulations, or the labor contract between the Guild and the City or state or federal law.

When a permanent, non-probationary employee is the subject of a formal internal investigation by the Aberdeen Police Department, prior to any interview of the employee, the employee should be advised of the general nature of the inquiry and whether he or she is suspected of (1) committing a criminal offense; (2) misconduct that would be grounds for termination, demotion, suspension, or other disciplinary actions; (3) that the employee may not be qualified for continued employment with the Department, and (4) his/her right to representation by a Guild representative during any interview.

An employee who is the subject of a formal criminal investigation may have, at his or her request, and expense, legal counsel present during interviews. This representative shall be limited to counseling, and not actual participation in the investigation.

Once the Department commences a formal internal investigation of criminal activity or activity which can reasonably be expected to result in discipline, the employer should, at the time of the interview with the employee, inform the employee of the name of the officer who is in charge of the investigation and the name of the officer who will be conducting the interview.

Whenever practical, interviews of employees should be conducted at reasonable times, preferably when the employee is on duty, unless the exigency of the investigation or interview dictates otherwise.

The Employer or the employee may provide for the mechanical, electronic, or stenographic recording of any formal employee interview which could likely lead to criminal charges being filed against the employee or which could result in discipline of the employee by the Department. Whenever such a recording is made by one party, the other party shall have the right to make a copy of the recording. An employee who is the subject of a formal investigation shall have a right to make copies of any statement he or she has signed pertaining to the investigation.

Interviewing of an employee who is suspected of activity which would result in criminal charges against the employee or discipline of the employee should be done under circumstances free from threats, coercion, or intimidation. The Employer should afford such an employee reasonable opportunity to consult privately with an attorney or a Guild representative and reasonable break periods for meals, telephone calls, personal necessities, or break periods.

#### **ARTICLE 26 - MISCELLANEOUS PROVISIONS**

- 1. Working without firearm.** No commissioned officer shall be required to work without a firearm unless the officer concerned shall have given his/her permission in writing.
- 2. Jury duty.** An employee shall continue to receive his or her regular salary for any period of required service as a juror. Fees paid to the employee for time served on jury duty shall be surrendered to the City. Employees shall be entitled to retain any mileage or travel reimbursement. Employees will be expected to report for work when less than a normal work day is required by such duties.
- 3. LEOFF 1 Medicare supplement.** The City will increase the basic salary of each of the six members of the Guild hired as police officers by the City of Aberdeen after October 1, 1977, who are prohibited from participating in the federal Medicare program and do not have coverage under said program, and who are participating in the City's Deferred Compensation Program, by an amount not to exceed one and forty-five one-hundredths percent (1.45%) of the member's current range and step on the Department's salary schedule. The increase in basic salary shall be made in the form of a contribution to the member's deferred compensation plan in an amount determined by a match made on a basis of one dollar (\$1.00) by the City for every two dollars (\$2.00) contributed by the member.
- 4. Fitness Ability Test (FAT) program.** Law enforcement officers have unique job functions, some of which can be physically demanding and dangerous. An officer's capability to perform those functions can affect personal and public safety. Physical fitness enhances an officer's ability to perform many of these tasks. The purpose of this program is to enhance an officer's ability to perform the day-to-day unique requirements of their job.

FAT is a voluntary program. Law enforcement officers are encouraged to participate, but not required. Those who choose to participate will test twice a year. Participants who pass the FAT battery will be awarded one vacation day each time they pass the test, up to a total of two days each year. It is the responsibility of the participant to maintain his or her own fitness level; a training routine is highly recommended.

The Chief of Police will designate the FAT Administrator. He will be responsible for overseeing the FAT program. The FAT Administrator will designate the facilitators for the testing process and the other components of the testing procedure. He will coordinate the records.

The Chief of Police will determine the test dates. The FAT Administrator will coordinate the testing process. The FAT Administrator will handle exceptions to the testing procedure. The test will consist of the standard Criminal Justice Training Commission Fitness Ability Test Battery.

Injuries that occur during the testing process will be considered "on the job injuries" and managed appropriately.

**ARTICLE 27 - ENTIRE AGREEMENT**

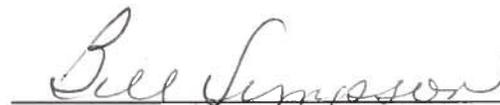
This contract expresses the complete agreement between the parties on all proper subjects of collective bargaining. The parties, however, may enter into discussions to seek to clarify or modify contract terms by mutual agreement during the life of the contract.

IN WITNESS WHEREOF, the parties have set their hands on this 14<sup>th</sup> day of December, 2011.

**ABERDEEN POLICE OFFICERS GUILD**

**CITY OF ABERDEEN**

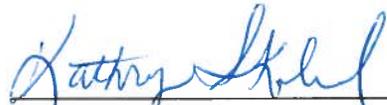
  
\_\_\_\_\_  
Jeff Weiss, President

  
\_\_\_\_\_  
Bill Simpson, Mayor

  
\_\_\_\_\_  
Chris Rathbun, Vice President

Attest:

  
\_\_\_\_\_  
George Kelley, Secretary

  
\_\_\_\_\_  
Kathryn Skolrood, Finance Director

  
\_\_\_\_\_  
Dale Green, Negotiator,

  
\_\_\_\_\_  
David Parkinson, Negotiator

