

LABOR CONTRACT

THIS AGREEMENT is entered into on April 9, 2014, by and between THE CITY OF ABERDEEN, hereinafter referred to as the "Employer", and THE ABERDEEN POLICE ADMINISTRATORS UNION, hereinafter referred to as the "Union."

IT IS AGREED by the parties that this Contract will commence on January 1, 2014, unless otherwise stated herein, and will terminate on December 31, 2016, subject to the terms and conditions set forth herein.

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for commissioned police Captains and Lieutenants.

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

ARTICLE 2 - CONDITIONS OF EMPLOYMENT

The Employer shall notify the Union President in writing at least sixty (60) days in advance of any proposed changes which may affect wages, hours or working conditions. This notification may be waived 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beneficial to employees now in effect which are not specifically provided for in this Agreement or which have not been replaced by provisions of this Agreement shall remain in effect, unless mutually agreed otherwise between the Employer and the Union. The Union shall demand bargaining with sixty (60) days of receipt of the written notice of a proposed change in working conditions or the Union's right to engage in collective bargaining over the proposed change shall be waived and the change may be implemented by Employer.

ARTICLE 3 - GRIEVANCES

A "grievance" means a claim or dispute by an employee (or the Union on behalf of an employee or employees or on its own behalf with regard to matters affecting the Union as an entity) with respect to the interpretation or application of the provisions of this agreement.

Step 1: An employee or the Union must present a grievance within thirty (30) calendar days of its alleged occurrence to the Deputy Chief, who shall attempt to resolve it within fourteen (14) calendar days after it is presented.

Step 2: If either the employee or the Union is not satisfied with the solution by the Deputy Chief, the grievance, in writing, stating the section of the agreement violated, the facts of the case as seen by the grieving party, and the remedy sought, may be presented within thirty (30) calendar days after

receipt of the Deputy Chief's answer in Step 1 to the Chief of Police who shall attempt to resolve the grievance within fourteen (14) calendar days of its presentation.

In the case of disciplinary actions, which may be appealed to the Civil Service Commission or may be subject to grievance under the terms of this contract, a written election of remedies shall be made after receipt of the Step 2 response. An employee may elect to either pursue an appeal to the Civil Service Commission or continue with the contractual grievance procedure, but not both. If mutually agreed, time limits will be extended to complete a reasonable investigation before the election of remedies is made. Appeals of disciplinary actions shall bypass Step 3 below and proceed directly to the Civil Service Commission pursuant to the rules of the Commission or to arbitration as provided for in Step 4 of this agreement.

Step 3: If the employee or the Union is not satisfied with the solution by the Chief of Police, the grievance, in writing, together with all other pertinent materials may be presented to the Mayor by a Union representative within fourteen (14) calendar days after receipt of the Chief's answer in Step 2. The Mayor shall attempt to resolve the grievance within fourteen (14) calendar days after it has been presented to the Mayor.

Step 4: If the grievance is not resolved in Step 3 (or Step 2 in the case of disciplinary action), the grievance may, within thirty (30) calendar days from the Employer's final response, or the date the Employer's final response was due, be referred to arbitration. Either party may request a list of available arbiters from the Public Employees Relations Commission (the request for the list must be made within 15 business days of advancing the grievance to arbitration). The parties will meet within ten days of the receipt of the list from PERC and will choose an arbitrator using the strike method having determined the order of choosing by a coin toss. The arbitrator shall decide the case based on the interpretation and application of the provisions of this agreement within thirty (30) days after the hearing on the grievance. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer which is beyond its jurisdiction. Each party hereto will pay the expenses of their own representatives and the expenses of the arbitrator will be borne equally by the parties hereto.

Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this agreement.

It is the intent of this grievance procedure that the parties will process grievances within the timeframes set forth herein. In the event an employee fails to process his/her grievance in the timeframes stated, then the matter shall be considered resolved. If the Employer fails to comply with the timeframes herein, then the grievance will automatically advance to the next step.

ARTICLE 4 - DISCRIMINATION

The Employer and the Union 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 Union, or the presence of mental, sensory, or physical handicap, provided that distinctions based on bonafide 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 Union 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 Union shall be given the opportunity to bargain over the effects of the proposed change. The Employer agrees to indemnify the Union 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.

Effective as soon as practicable after execution of this contract, 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 Union 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. 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 Employer-appointed physician. Such examination, and any physician's report to the Employer, shall be limited to a verification of the illness.

Sick leave in addition to its ordinary meaning as to that particular employee shall include the use of sick leave to care for others to the extent mandated by state and federal laws (such as, the federal Family Medical Leave Act, the Washington state Family Leave Act (Chapter 49.78 RCW), and RCW 49.12.270 (sick leave used to care for child with health condition that requires treatment or supervision). Employees may be required to use sick leave concurrent with federal and state mandatory leave laws in accordance with the relevant provisions of the Employer's Personnel Policies.

Employees who have accumulated more than two-hundred eighty-eight (288) 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.

ARTICLE 7 - FAMILY MEDICAL, DENTAL, AND VISION INSURANCE

The Employer will provide members with AWC Benefit Trust HealthFirst medical plan, WDS Plan F (with Orthodontia Plan V rider) dental insurance, and Vision Service Plan (option 1 full family - \$10.00 deductible) and pay one-hundred percent (100%) of the premium for the insurance for employees. The Employer will also provide the spouses and dependents of employees with AWC Benefit Trust HealthFirst medical plan, WDS Plan F (with Orthodontia Plan V rider), and Vision Service Plan (option 1 full family - \$10.00 deductible). Eighty percent (80%) of the premium for AWC Benefit Trust HealthFirst medical plan dependent coverage shall be paid by the employer and twenty percent (20%) shall be deducted from the employee's monthly salary. Ninety percent (90%) of the monthly premiums for dependent WDS Plan F (with Orthodontia Plan V rider) shall be paid by the Employer and ten percent (10.0%) shall be deducted from the employee's monthly salary.

Effective May 1, 2014, Employees may, at their sole option, voluntarily switch their medical coverage to the AWC Benefit Trust High Deductible Plan (subject to the rules that apply to the plan coverage documents). Effective January 1, 2014, the Employer shall pay the following amounts towards the monthly premiums for the High Deductible Health Plan (HDHP) for employees and their dependents:

Employee only	\$349.23
Employee + Spouse	\$702.77
Employee + spouse + 1 dependent	\$880.04
Employee + spouse + 2 or more dependents	\$1,025.19
Employee + 1 dependent	\$526.50
Employee + 2 or more dependents	\$671.65

If the monthly premiums for AWC Benefit Trust HDHP increase after January 1, 2014, the Employer shall pay the first three percent of any premium increase for 2015 and the first three percent increase for 2016, the employees shall pay the second three percent increase for 2015 and the second three percent increase for 2016, and that any increase over six percent in 2015 and any increase over six percent in

2016 shall be split 50/50 between the Employer and the employees; provided: the employees' share of the AWC Benefit Trust HDHP premium shall not exceed 15% after all increases are split 50/50 with the Employer. If a 50/50 split would result in the employees' share exceeding 15% of the premium the Employer shall pay the balance of the premium (85% of the total premium for AWC Benefit Trust Healthfirst Plan).

In addition to the Employer's portion of the premium for employees enrolled in the HDHP, the Employer shall contribute \$200.00 a month to the HSA of an eligible employee for each month in which the employee is enrolled in the HDHP under single coverage. The Employer shall contribute \$400.00 a month to the HSA of an eligible employee for each month in which the employee is enrolled in the HDHP under family coverage. The Employer's HSA contributions made under this paragraph shall continue only through the December 5, 2014, paycheck.

Effective January 1, 2015, the Employer shall make the following contributions to the HSA of an eligible employee for each month in which the employee is enrolled in the HDHP:

Single coverage

First year on plan:	Employee = \$100, Employer = \$100
Second consecutive year on plan:	Employee = \$75, Employer = \$125
Third consecutive year on plan:	Employee = \$50, Employer = \$200

Family coverage

First year on plan:	Employee = \$200, Employer = \$200
Second consecutive year on plan:	Employee = \$150, Employer = \$300
Third consecutive year on plan:	Employee = \$100, Employer = \$400

A "consecutive year on plan" shall mean each consecutive annual open enrollment period an employee has elected to remain on the HDHP. Employees who initially enroll in the HDHP mid-year (prior to the annual open enrollment period) shall be in the "first year on plan" and, if they remain on the plan after the open enrollment period for the following calendar year, shall be in the "second consecutive year on plan" in the calendar year following their initial enrollment. Employees who initially enroll in the HDHP during the annual open enrollment shall be in the "first year on plan" in the calendar year the enrollment takes effect and, if they remain on the HDHP after the open enrollment period for the following calendar year, shall be in the "second consecutive year on plan".

The Employer's HSA contributions made under this section shall continue only through the December 5, 2016, paycheck unless an extension is negotiated.

ARTICLE 8 - LIFE INSURANCE

The Employer will provide a life insurance program for members of the Union. Said life insurance shall be in the amount of Fifty Thousand Dollars (\$50,000.00) in the event of accidental death. If an employee is killed in the line of duty, the Employer shall pay Three Thousand Dollars (\$3,000) towards funeral expenses.

Medical and dental insurance shall be provided by the Employer only for employees represented by the Union 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,

disciplinary suspension not exceeding ninety (90) days, maternity/paternity leave, and family medical leave. Life insurance shall only be provided for sixty (60) days under any of the above circumstances.

ARTICLE 9 - UNION MEMBERSHIP

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

The Employer agrees upon the receipt of a written authorization signed by an employee and approved by a representative of the Union, that the Employer will then make a deduction from the wages of the employee in the sum which is certified as assessments, or Union dues, and to forward that sum monthly to the Treasurer or other official of the Union who is designated by the Union 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 Union of that fact.

Employees failing to pay their membership dues or agency fees shall be discharged upon 30 (thirty) days written notice to the Employer from the Union. The Union 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 Union or Employer in complying with the discharge provisions of this paragraph.

ARTICLE 10 - UNION ACTIVITIES

It is recognized that officers of APAU 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 union, attending negotiation sessions, and for attendance at official meetings of the state organization with which the union 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 union 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 union shall be permitted to attend meetings of APAU without loss of pay during scheduled working hours; provided, that said attendance shall not substantially impair departmental operations.

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 - HOURS OF WORK AND OVERTIME

The Union and the Employer agree that the Union Employees are exempt employees under the FLSA. The Employer reserves the right to schedule exempt personnel as required. Employees shall be compensated by a weekly salary, not subject to reduction for quantity of hours worked, provided that, in

the interest of public accountability, employees may be required to use paid leave for vacation, holidays, and sick leave.

Employees who work on patrol details for traffic enforcement, mental health or prisoner transport, or security beyond their normal working hours shall be paid at the overtime rate for Patrol Sergeants with BA Degrees where the Employer is reimbursed at the overtime rate by a third party.

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.

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. 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.

All holiday leave not used on one of the following 10 holidays shall be taken with the consent of the Chief: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. Whenever a specified holiday falls upon a Saturday, the preceding Friday shall be the legal holiday. Whenever a specified holiday falls on a Sunday, the following Monday shall be the legal Holiday. Any Holiday not taken in the calendar year will be forfeited.

The Chief reserves the right to recall employees from holiday leave, provided that any holiday leave not taken as a result of such action shall be retained by the employee and shall not be forfeited, and the employee shall be allowed to reschedule the day(s) at a time mutually consented to by the employee and Chief. The employee shall reschedule one and one-half days for every one that was subject to the recall including days off attached to the holiday. Partial holidays worked will be rescheduled as full days as outlined in this article.

Employees will be advised ten (10) business days in advance of changes to an employee's scheduled holiday. If notice occurs within the ten (10) business day window the employee shall reschedule one and one-half days for each previously scheduled holiday day worked and receive the holiday back. If the holiday schedule is changed by the Chief due to an emergent and unforeseen situation the days worked shall not be subject to prior notice.

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

ARTICLE 14 - 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	14 Hours Per Month
97 - 144	16 Hours Per Month
145 - 192	20 Hours Per month
193 - 240	22 Hours Per Month
241 +	24 Hours Per Month

All vacation leave shall be taken with the consent of the Chief of Police. The Chief reserves the right to recall employees from vacation leave, provided that any vacation leave not taken as a result of such action shall be retained by the employee and shall not be forfeited, and the employee shall be allowed to reschedule the day(s) at a time mutually agreed to by the employee and the Chief. The employee shall reschedule one and one-half days for every one subject to the recall order including days off attached to the vacation day. Partial vacation days worked will be rescheduled as full days as outlined in this article.

Employees may accumulate vacation leave up to a maximum of 720 hours. Vacation hours will not be forfeited if the Employer has required that the employee not take his/her vacation time.

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.

If an employee's employment with the Employer is terminated for any reason and the employee has unused accumulated vacation leave, the Employer may elect to maintain the employee as an unclassified employee on vacation leave until the accumulated vacation leave has been used. An unclassified employee receives wages and health care benefits as they existed upon the date of his or her termination as a regular full-time employee but shall not receive any additional benefits, including any salary increases granted to other employees effective after the date the employee was placed on vacation status as an unclassified employee. The Employer may reduce all or a portion of the vacation leave of an unclassified employee by making a lump sum payment for unused accumulated vacation leave.

Employees will be advised ten (10) business days in advance of changes to an employee's scheduled vacation. If notice occurs within the ten (10) business day window the employee will receive one and one-half days back for each previously scheduled vacation day worked. If the vacation schedule is changed by the Chief due to an emergent and unforeseen situation those days shall not be subject to prior notice.

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.

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

ARTICLE 15 - DEFERRED COMPENSATION

The Employer shall match every dollar (\$1.00) deferred by an employee participating in the Employer's Deferred Compensation Program with one dollar (\$1.00) from the Employer. The Employer's match shall not exceed two and one-half percent (2.5%) of the employee's current range and step on the employee's salary schedule. The Employer's match shall be in addition to the basic salary of the employee. Vacation leave conversion under Article 16 of this contract shall be included in determining the amount of the employee's contribution under this section.

ARTICLE 16 – VACATION LEAVE CONVERSION

An employee who is participating in the Employer's Deferred Compensation Program may elect to exchange up to twelve (12) hours of vacation leave per month in return for the deposit by the Employer 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 upon the next opening date. Changes by the employees to their 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 his or her participation in the vacation conversion program, thus reducing the vacation conversion to zero and causing an equivalent amount of the employee's pay to be placed into the Deferred Compensation Program.

ARTICLE 17 - FUNERAL LEAVE

In the event of a death in the immediate family of a member of an employee, the employee 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 by the Chief of Police, but shall be deducted from the employee's sick leave account. The term "immediate family" shall include: the employee's spouse and children, including stepchildren; mother, father, brothers, and sisters of the employee or spouse; and grandparents and grandchildren of employee or spouse. Funeral Leave shall only be used for bereavement, funeral attendance, or other matters related to the death.

ARTICLE 18 - EMPLOYMENT PRACTICES

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

ARTICLE 19 - 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 (or promotion that requires new or additional uniforms or equipment.) All uniforms and equipment will be worn as prescribed by the Chief of Police.

Employees assigned to specialties such as K-9, Traffic, SERT, 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 six hundred dollars (\$600.00), which will be paid to them by the first day of 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.). Effective January 1, 2011, the uniform allowance shall be increased to seven hundred dollars (\$700.00). All 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.

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 Employer 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 Employer 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 will be considered the property of the Employer and returned to the Department upon termination.

ARTICLE 20 - SALARIES

Effective April 1, 2014, the Employer shall maintain the salary of Captains at sixteen percent (16%) above the top step in the APOG Sergeants range with BA educational premium and the Employer

shall maintain the salary of Lieutenants at ten percent (10%) above the top step in the APOG Sergeants range with BA educational premium.

ARTICLE 21 - 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 22 - MANAGEMENT RIGHTS

The Union 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 Union. In establishing and/or revising performance standards, the Employer shall, prior to, adoption submit them to the Union for consideration and discussion, and shall give the Union 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 23 - 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 24 - INDEMNIFICATION

The Employer agrees to defend and hold harmless all members of the Union 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 25 - 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 Union 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 Employer. In the event of a violation of this Article by any employee or group of employees, the Union agrees to make reasonable efforts to bring about an immediate resumption of normal work.

ARTICLE 26 - 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 Employer ordinances, Civil Service Rules and Regulations, or the labor contract between the Union and the Employer 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 Union 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 Union representative and reasonable break periods for meals, telephone calls, personal necessities, or break periods.

ARTICLE 27 - 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 Employer. 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. Fitness Ability Test (FAT) program. Employees who participate in the Employer's FAT program 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 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 Fitness Ability Test (FAT) Program for the Aberdeen Police Administrators' Union agreed to on July 28, 2008.

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

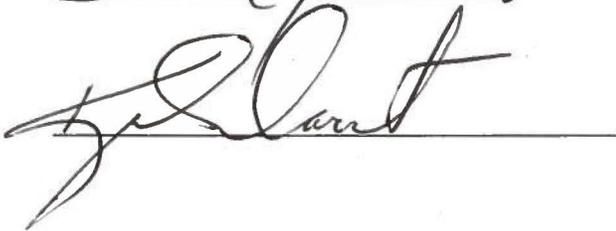
4. **LEOFF II Medicare Supplement.** The Employer will increase the basic salary of employees hired as police officers by the Employer of Aberdeen after October 1, 1977, who are prohibited from participating in the federal Medicare program and do not have coverage under said program, and who are participating in the Employer's Deferred Compensation Program, by an amount not to exceed one and forty-five one-hundredths percent (1.45%) of the employee'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 on one dollar (\$1.00) by the Employer for every two dollars (\$2.00) contributed by the member. Vacation leave conversion under Article 16 of this contract shall be included in determining the amount of the Union employee's contribution under this section. (Nothing in this section shall be deemed to affect Article 15 of this contract.)

ARTICLE 28 - 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.

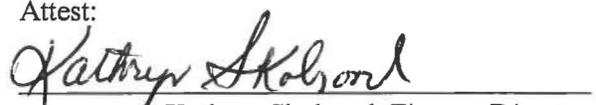
IN WITNESS WHEREOF, the parties have set their hands as of April 9, 2014.

**ABERDEEN POLICE ADMINISTRATORS
UNION**

CITY OF ABERDEEN



Bill Simpson, Mayor
Attest:


Kathryn Skolrood, Finance Director