



## ABERDEEN CITY COUNCIL

October 12, 2016

### COUNCIL MEETING AGENDA

7:15 PM – 3<sup>rd</sup> Floor, City Hall

### COMMITTEE OF THE WHOLE

- A. Guest Speakers
- B. Additions to Agenda
- C. Department Heads
- D. Mayor's Report
- E. Non-Standing Committee Reports

### COUNCIL MEETING

#### I. ROLL CALL

#### II. FLAG SALUTE

#### III. APPROVAL OF MINUTES

#### IV. ADDITIONS / DELETIONS

#### V. PUBLIC COMMENT Re: Agenda Items (Please limit your comments to 3 minutes)

#### VI. FINANCE COMMITTEE

- A. Committee Chair Report
- B. Approval of expenditures
  - 1. Recommend approval of expenditures and payroll.
- C. Ordinances
  - 1. First reading of Bill No. 16-11 providing for the levy in 2016 upon all taxable property within the City of Aberdeen for all municipal purposes authorized by law and fixing the amount thereof.

#### VII. PUBLIC WORKS

- A. Committee Chair Report
- B. Reports & Communication
- C. Resolutions
  - 1. Resolution adopting permit fees for the International Building Code Pursuant to AMC 15.08.040A; the International Mechanical Code pursuant to AMC 15.12.020; and the Uniform Plumbing Code pursuant to AMC 15.32.030.
- D. Ordinances
  - 1. First reading of Bill No. 16-12 relating to reduced utility rates for low-income senior citizens and amending Sections 13.64.020 and 13.64.030 of the AMC.

**VIII. PUBLIC SAFETY**

- A. Committee Chair Report
- B. Reports & Communications

**IX. SPECIAL AGENDA ITEMS**

- A. Resolutions
  - 1. Resolution authorizing the Mayor and Finance Director to execute a labor contract with the Aberdeen Police Guild for the years 2017 through 2019.

**X. CITY COUNCIL COMMENT PERIOD**

**XI. PUBLIC COMMENT PERIOD (Please limit your comments to 3 minutes)**

**XII. EXECUTIVE SESSION**

The City of Aberdeen does not discriminate against or exclude anyone from participation in public meetings. Requests for assistance should be made by contacting the Finance Department at 360-537-3236, 48 hours in advance of the meeting. Thank you.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE PROVIDING FOR THE LEVY IN 2016 UPON ALL TAXABLE PROPERTY WITHIN THE CITY OF ABERDEEN FOR 2017 FOR ALL MUNICIPAL PURPOSES AUTHORIZED BY LAW AND FIXING THE AMOUNT THEREOF PURSUANT TO RCW 84.55.120.**

**WHEREAS**, on October 26, 2016, after notice as required by law, the city council held a public hearing on revenue sources for the city's following year's current expense budget, including consideration of possible increases in property tax revenues;

**WHEREAS**, the city's annual levy amount from 2016 was \$2,908,524;

**WHEREAS**, the population of the city is more than 10,000;

**WHEREAS**, the city's assessed valuation for 2017 taxes of all taxable real and personal property for regular levy purposes within the city of Aberdeen is estimated to be \$ 885,434,472 and for special levy purposes \$ 881,704,301; **NOW, THEREFORE**,

**BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ABERDEEN:**

1. An increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2017 tax year. The dollar amount of the increase over the actual levy amount from the previous year shall be \$0 which is a percentage increase of zero (0%) from the previous year. This increase is exclusive of the special levy for collection in 2017 in the amount of \$76,541 for the 2002 Fire/Refunding Bonds previously approved by the citizens of Aberdeen; and additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refunds made.

2. This Ordinance and the levies herein provided for shall be certified by the Finance Director of the City of Aberdeen to the proper officers of Grays Harbor County as provided by law.

**PASSED and APPROVED** this 9<sup>th</sup> day of November, 2016.

ATTESTED:

\_\_\_\_\_  
Erik Larson, Mayor

\_\_\_\_\_  
Mike Folkers, Finance Director



**CITY OF ABERDEEN LEGAL DEPARTMENT**  
ERIC NELSON (3233) • FOREST WORGUM (3232) • KIRSTEN WILLIAMS (3231)

**AGENDA ITEM FOR OCTOBER 12, 2016**

**TO:** Mayor and City Council

**FROM:** Eric S. Nelson, Corporation Counsel

**DATE:** October 6, 2016

**RE:** **Permit Fee Resolution**

**CC:** Rick Sangder, Public Works Director  
Lisa Scott, Community Development Director  
Mike Folkers, Finance Director

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**ACTION REQUESTED:** Pass the attached resolution setting permit fees.

**SUMMARY:** The permit fees for the city's construction codes are set by resolution. The attached resolution adds a five dollar Technology Fee to Building Permits. It also adds a flat \$50 fee for driveway permit applications and an \$85 "late inspection" fee. There are no other changes to the current fees.

**BACKGROUND:** The proposed five dollar "Technology Fee" will support the maintenance, upgrade, and implementation of hardware and software for permitting operations. Technology fees are being utilized regionally and nationally and the five dollar fee in the proposed resolution has been recommended by the Public Works Committee.

Driveway permits are issued under the city's uniform building code but the current building permit fee schedule does not have a separate fee for driveways. This has created confusion over which, if any, of the graduated fees based on the cost of construction should apply to driveway permits. The proposed fees for applications and late inspections (timely inspections are scheduled before the concrete is actually poured) eliminate the confusion by setting a reasonable flat rate for driveway permits.

**ATTACHMENTS:** Proposed resolution and fee schedules.

**RESOLUTION No. 2016 - \_\_\_\_\_**

**A RESOLUTION ADOPTING PERMIT FEES FOR THE INTERNATIONAL BUILDING CODE PURSUANT TO AMC 15.08.040A; THE INTERNATIONAL MECHANICAL CODE PURSUANT TO AMC 15.12.020; AND THE UNIFORM PLUMBING CODE PURSUANT TO AMC 15.32.030.**

**WHEREAS**, the city council determined that a five dollar Technology Fee should be added to the permit fee schedule adopted by Resolution 2013-07;

**WHEREAS**, the city council has determined that a flat fee for driveway permit applications and inspections is more appropriate than the building permit fee schedule which escalates based on the estimated cost of construction; **NOW, THEREFORE**,

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF ABERDEEN:** The fee schedules adopted by Resolution 2013-07 are superseded and replaced, effective October 13, 2016, by the attached schedule of fees adopted for such permits as may be required by the International Building Code, International Mechanical Code, and Uniform Plumbing Code as adopted by the City of Aberdeen.

**PASSED and APPROVED** on October \_\_\_\_\_, 2016.

\_\_\_\_\_  
Erik Larson, Mayor

ATTESTED:

\_\_\_\_\_  
Mike Folkers, Finance Director



**CITY OF ABERDEEN  
BUILDING PERMIT FEES  
EFFECTIVE OCTOBER 13, 2016**

<b>TOTAL VALUATION* {Materials &amp; Labor Costs}</b>	<b>BUILDING PERMIT FEE</b>
\$1.00 to \$500	\$35.00
\$501 to \$2,000	\$35.00 for the first \$500.00 plus \$6.00 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001 to \$40,000	\$125.00 for the first \$2,000.00 plus \$15.00 for each additional \$1,000.00 or fraction thereof, to and including \$40,000.00
\$40,001 to \$100,000	\$695.00 for the first \$40,000.00 plus \$13.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001 to \$500,000	\$1,475.00 for the first \$100,000.00 plus \$11.00 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001 to \$1,000,000	\$5,875.00 for the first \$500,000.00 plus \$9.00 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001 to \$5,000,000	\$10,051.00 for the first \$1,000,000.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof to and including \$5,000,000.00
\$5,000,001 and over	\$38,051.00 for the first \$5,000,000.00, plus \$5.00 for each additional \$1,000 or fraction thereof

\*Construction valuation shall be computed with the use of *Type of Construction and Square Footage* cost as prescribed in the latest edition of the Building Safety Journal as published by the International Code Council.

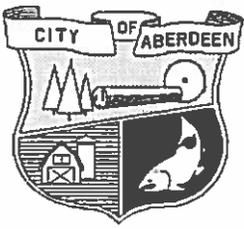
**Plan Review Fee** shall be 65% of the building permit fee.

**Technology Fee** of \$5.00 shall be added to the permit.

**Driveway permit application fee** shall be \$50.00 for permits issued under Chapter 12.28 AMC. A late inspection fee of \$85.00 shall be added if applicant does not request inspections as required by the permit.

Inspections for which no fee is specifically indicated (minimum charge – 1 hour) shall be \$85.00 per hour.

No permit or inspection fees will be charged for installation of non-commercial painted artisanal mural panels on the exteriors of commercial buildings in the Downtown Parking and Business Improvement District.



**CITY OF ABERDEEN  
PLUMBING PERMIT FEES  
EFFECTIVE OCTOBER 13, 2016**

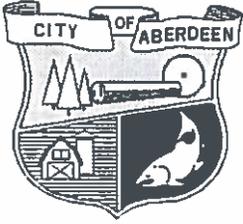
**Permit Issuance**

**Fee**

For the issuance of each permit (base fee) .....	\$30.00
Technology Fee.....	\$5.00

**Unit Fee Schedule**

For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and backflow prevention therefore) .....	\$12.00
Plus for each side sewer.....	\$45.00



**CITY OF ABERDEEN  
MECHANICAL PERMIT FEES  
EFFECTIVE OCTOBER 13, 2016**

<b>Permit Issuance</b>	<b>Fee</b>
For the issuance of each mechanical permit (base fee) .....	\$30.00
Technology Fee.....	\$5.00

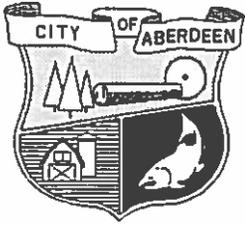
**Additional Fees**

Fee for inspecting of heating, ventilating, ductwork, air-conditioning, exhaust venting, combustion air, pressure vessel, solar, fuel oil and refrigeration systems and appliance installations shall be for the first \$1,000.00 or fraction thereof of valuation..... \$39.00

plus for each \$1,000.00, or fraction thereof, to and including \$25,000.00 .....\$ 8.00

plus for each additional \$1,000.00 or fraction thereof, over \$25,001.00 .....\$ 5.00

**Plan Review** shall be 65% of the mechanical permit fee.



**CITY OF ABERDEEN  
FILL & GRADING  
PERMIT FEES  
EFFECTIVE OCTOBER 13, 2016**

<b>CUBIC YARDS</b>	<b>PERMIT FEE</b>	<b>PLAN REVIEW FEE</b>	<b>TOTAL FEES</b>
0 TO 499 CY	\$100.00	\$65.00	\$165.00
500 TO 1,000 CY	\$175.00	\$113.75	\$288.75
1,001 TO 10,000 CY	\$225.00	\$146.25	\$371.25
10,001 TO 25,000 CY	\$260.00	\$169.00	\$429.00
25,001 TO 100,000 CY	\$285.00	\$185.25	\$470.25
100,001 CY AND OVER	\$305.00	\$198.25	\$503.25

The 65% plan review fee shall be applicable to all grading permits.

**CITY OF ABERDEEN, WASHINGTON**

**SINGLE AND MULTI-FAMILY RESIDENTIAL Electrical Fee Schedule Worksheet [Effective Oct. 13, 2016]**

Single and Two Family Residential (New Construction) TOTAL FLOOR AREA (SQ. FT.) = \_\_\_\_\_ SQ. FT.

(Fee basis includes all interior square footage and any attached garage or basement floor area.)

ITEM	NO	UNIT	@ FEE	TOTAL	ITEM	NO	UNIT	@ FEE	TOTAL
ONE AND TWO FAMILY Residential New Construction		First 1300 SQ FT	90.30		OUTBUILDING or DETACHED GARAGE (Insp with Dwelling Unit		EACH	37.60	
Each Additional 500 SQ. FT. (or portion thereof)		Each 500 SQ FT	28.90		OUTBUILDING or DETACHED GARAGE (Inspected Separately)		EACH	59.50	
MULTI-FAMILY Residential & Misc. Residential Structures		0 to 200 AMPS	97.40		Each Additional Multi-family or Miscellaneous New FEEDER		0 to 200 AMPS	28.90	
" "		201 to 400 AMPS	121.10		" "		201 to 400 AMPS	59.50	
" "		401 to 600 AMPS	166.40		" "		401 to 600 AMPS	82.80	
" "		601 to 800 AMPS	213.50		" "		601 to 800 AMPS	113.70	
" "		801 and OVER	304.50		" "		Over 800 AMPS	228.40	
ALTERED Service or Feeder		0 to 200 AMPS	82.80		TEMPORARY SERVICE		0 to 60 AMPS	52.10	
" "		201 to 600 AMPS	121.10		" "		61 to 100 AMPS	59.50	
" "		601 and OVER	182.60		" "		101 to 200 AMPS	75.80	
					SWIMMING POOL (Inspected with Service)		EACH	59.50	
Altered/Added CIRCUITS ONLY First four (4) per panel board		FOUR	59.50		SWIMMING POOL (Inspected Separately)		EACH	90.30	
Altered/Added CIRCUITS ONLY Each Add'l circuit per panel		Additional	6.40		HOT TUB, SPA, OR SAUNA (Inspected with Service)		EACH	37.60	
(Per Panel fee shall not exceed altered feeder or same rating.)					HOT TUB, SPA, OR SAUNA (Inspected with Separately)		EACH	59.50	
					SEPTIC PUMPING SYSTEM (Inspected with Service)		EACH	37.60	
PORTABLE GENERATOR (with permanently installed transfer equip.)		EACH	82.80		SEPTIC PUMPING SYSTEM (Inspected Separately)		EACH	59.50	
GENERATOR (or PV) FEEDER (permanent & the largest feeder)		0 to 200 AMPS	97.40		GENERATOR (or PV) FEEDER (permanent and an additional feeder)		0 to 200 AMPS	28.90	
" "		201 to 400 AMPS	121.10		" "		201 to 400 AMPS	59.50	
METER or MAST Repair Only		EACH	44.80		YARD POLE METER LOOP (Inspected Separately)		EACH	59.50	
					REMOTE METER EQUIPMENT (Inspected with service or feeder)		Each	13.90	
First low voltage THERMOSTAT		FIRST	44.90		TRIP FEE Job Not Ready/Wrong Address		TRIP	44.90	
Additional Thermostat (Inspected at same time as first)		EACH	13.90		TRIP FEE Neglect or Improper Installation		TRIP	44.90	
One and Two Family Fire/Burglar/Similar L.V. System		First 2500 SQ. FT.	52.10		TRIP FEE Removal of noncompliance Redtag		TRIP	44.90	
Each Additional 2500 SQ FT (or fraction thereof)		Each 2500 SQ FT	13.90		TRIP FEE Corrections not done in time		TRIP	44.90	
Multi-Family Resi. Telecom / Fire/ Burglar/Similar L.V. Syst.		First 2500 SQ. FT.	52.10		TRIP FEE Covered prior to inspection		TRIP	44.90	
Each Additional 2500 SQ FT (or fraction thereof)		Each 2500 SQ FT	13.90		PROGRESS INSPECTION Ditch cover inspection only		EACH 1/2 HR	44.90	
MOBILE HOME Service & Feeder		BOTH	97.40		PROGRESS INSPECTION Additional Trip Requested/Required		EACH 1/2 HR	44.90	
MOBILE HOME Service Only (Inspected Separately)		EACH	59.50		EMERGENCY INSPECTION (Plus regular inspection fee)		MINIMUM	113.70	
MOBILE HOME Feeder Only (Inspected Separately)		EACH	59.50		After Hours and OTHER INSPECTIONS-Portal to Portal		EACH HOUR	90.30	
Mobile Home or RV PARK SITE First Service or Feeder		FIRST	59.50		Technology Fee			5.00	5.00
Add'l SITE Service or Feeder (if inspected at same time as first)		Additional	37.60		<b>COLUMN 2 SUBTOTAL:</b>				
PROPERTY OWNER REQUEST (to inspect existing installation)		EACH HOUR	90.30		<b>PLUS COLUMN 1 SUBTOTAL BROUGHT FORWARD:</b>				
<b>COLUMN 1 SUBTOTAL:</b>					<b>TOTAL RESIDENTIAL PERMIT FEE:</b>				

Adopted by Resolution 2016-\_\_\_\_\_

**CITY OF ABERDEEN, WASHINGTON**  
**COMMERCIAL / INDUSTRIAL Electrical Fee Schedule Worksheet [Effective Oct. 13, 2016]**

ITEM	NO	UNIT	@ FEE	TOTAL	ITEM	NO	UNIT	@ FEE	TOTAL
NEW SERVICE		0 to 100 AMPS	97.40		ALTERED Service or Feeder		0 to 200 AMPS	97.40	
" "		101 to 200 AMPS	118.60		" "		201 to 600 AMPS	228.40	
" "		201 to 400 AMPS	228.40		" "		601 to 1000 AMPS	344.30	
" "		401 to 600 AMPS	266.20		" "		1001 & OVER	382.40	
" "		601 to 800 AMPS	344.30		OVER 600 VOLTS Service or Feeder (Surcharge)			75.80	
" "		801 to 1000 AMPS	420.30		METER OR MAST Repair only			82.80	
" "		1001 and OVER	458.50						
Largest New FEEDER or TRANSFORMER Primary / Secondary		0 to 100 AMPS	97.40		Additional New FEEDER		0 to 100 AMPS	59.50	
" "		101 to 200 AMPS	118.60		" "		101 to 200 AMPS	75.80	
" "		201 to 400 AMPS	228.40		" "		201 to 400 AMPS	90.30	
" "		401 to 600 AMPS	266.20		" "		401 to 600 AMPS	106.30	
" "		601 to 800 AMPS	344.30		" "		601 to 800 AMPS	144.80	
" "		801 to 1000 AMPS	420.30		" "		801 to 1000 AMPS	175.20	
" "		1001 and OVER	458.50		" "		1001 and OVER	244.50	

One entry in ABOVE BLOCK (unless multiple services are to be installed)

ADDITIONAL NEW FEEDER New Transformer PRIMARY (15KVA-10 OR 30 KVA 30) Protected at 30 AMPS or more)		0 to 100 AMPS	59.50		ADDITIONAL NEW FEEDER New Transformer SECONDARY (15KVA-10 OR 30 KVA 30) Protected at 30 AMPS or more)		0 to 100 AMPS	59.50	
" "		101 to 200 AMPS	75.80		" "		101 to 200 AMPS	75.80	
" "		201 to 400 AMPS	90.30		" "		201 to 400 AMPS	90.30	
" "		401 to 600 AMPS	106.30		" "		401 to 600 AMPS	106.30	
" "		601 to 800 AMPS	144.80		" "		601 to 800 AMPS	144.80	
" "		801 to 1000 AMPS	175.20		" "		801 to 1000 AMPS	175.20	
" "		1001 and OVER	244.50		" "		1001 and OVER	244.50	
Largest TEMPORARY Service or Feeder		0 to 60 AMPS	52.10		Additional TEMPORARY Service or Feeder		0 to 60 AMPS	26.70	
" "		61 to 100 AMPS	59.50		" "		61 to 100 AMPS	28.90	
" "		101 to 200 AMPS	75.80		" "		101 to 200 AMPS	37.60	
" "		201 to 400 AMPS	90.30		" "		201 to 400 AMPS	44.90	
" "		401 to 600 AMPS	121.10		" "		401 to 600 AMPS	59.50	
" "		601 and OVER	137.40		" "		601 and OVER	68.40	

COLUMN 1 SUBTOTAL:

Altered/Added CIRCUITS ONLY First five (5) per panel board		FIVE	75.80
Altered/Added CIRCUITS ONLY Each additional circuit per panel.		Additional	6.40
(Per panel fee shall not exceed a new feeder of same rating.)			

COLUMN 2 SUBTOTAL

PLUS COLUMN 1 SUBTOTAL BROUGHT FORWARD:

**SUBTOTAL PAGE 1:**

**CITY OF ABERDEEN, WASHINGTON**

**COMMERCIAL / INDUSTRIAL Electrical Fee Schedule Worksheet [Effective Oct. 13, 2016]**

ITEM	NO	UNIT	@ FEE	TOTAL	ITEM	NO	UNIT	@ FEE	TOTAL
First THERMOSTAT		First	44.90		IRRIGATION TOWER One to Six Towers		SIX	90.30	
Additional THERMOSTAT (inspected at same time as first)		Additional	13.90		IRRIGATION TOWER (inspected with service & feeder)		EACH	6.40	
FIRE/BURGLAR ALARM SIMILAR L.V. SYSTEM		First 2500 SQ FT	52.10		IRRIGATION TOWER Each Additional Tower		Additional	6.40	
FIRE/BURGLAR ALARM SIMILAR (additional 2500 SQ FT		Each 2500 SQ FT	13.90		ANNUAL PERMIT FEE Plant Maintenance Inspection		1 to 3 Electricians	2,189.70	
TELECOMMUNICATIONS INSTALLATIONS		First 2500 SQ FT	52.10		" "		4 to 6 Electricians	4,381.80	
TELECOMMUNICATIONS (Additional 2500 SQ FT)		Each 2500 SQ FT	13.90		" "		7 to 12 Electricians	6,572.30	
SIGNS/OUTLINE LIGHTING First Sign Only		First	44.90		" "		13 to 25 Electricians	8,764.40	
SIGNS/OUTLINE LIGHTING Additional (inspected same time)		Additional	21.20		" "		Over 25 Electricians	10,956.50	
BERTH at Marina Dock		First	59.50		TELECOMMUNICATIONS ANNUAL PERMIT FEE		2 Hour Minimum	181.00	
Additional BERTH (inspected at same time as first)		Additional	37.60		Additional Hours (estimated inspection hours, portal to portal)		EACH HOUR	90.30	
PORTABLE GENERATOR Permanent Transfer Equipment		0 to 100 AMPS	82.80						
PORTABLE GENERATOR Permanent Transfer Equipment		OVER 100 AMPS		USE GENERATOR FEEDER FEES BELOW					
GENERATOR (or PV) FEEDER (if largest feeder)		0 to 100 AMPS	97.40		GENERATOR (or PV) FEEDER (if additional feeder)		0 to 100 AMPS	59.50	
" "		101 to 200 AMPS	118.60		" "		101 to 200 AMPS	75.80	
" "		201 to 400 AMPS	228.40		" "		201 to 400 AMPS	90.30	
" "		401 to 600 AMPS	266.20		" "		401 to 600 AMPS	106.30	
" "		601 to 800 AMPS	344.30		" "		601 to 800 AMPS	144.80	
" "		801 to 1000 AMPS	420.30		" "		801 to 1000 AMPS	175.20	
" "		OVER 1000 AMPS	458.50		" "		OVER 1000 AMPS	244.50	
YARD POLE METER LOOP (Inspected Separately)		FIRST	59.50		TRIP FEE Job Not Ready/Wrong Address		TRIP	44.90	
REMOTE METER EQUIPMENT (Inspected with service or feeder)		EACH	13.90		TRIP FEE Neglect or Improper Installation		TRIP	44.90	
					TRIP FEE Removal of noncompliance Redtag		TRIP	44.90	
CARNIVAL - First 10 rides, gen. dist equip. or gaming shows		TEN	113.70		TRIP FEE Corrections not done in time		TRIP	44.90	
CARNIVAL - Additional rides, gen. dist equip. or gaming shows		Additional	6.40		TRIP FEE Covered prior to inspection		TRIP	44.90	
					TECHNOLOGY FEE				5.00
SINGLE CONCESSION OR RIDE (Not with Carnival)		EACH	59.50		PROGRESS INSPECTION Ditch cover inspection only		EACH 1/2 HR	44.90	
<b>COLUMN 1 SUBTOTAL:</b>					PROGRESS INSPECTION Additional Trip Requested/Required		EACH 1/2 HR	44.90	
					After Hours and OTHER INSPECTIONS-Portal to Portal		EACH HOUR	90.30	
					EMERGENCY INSPECTION (Plus regular inspection fee)		MINIMUM	113.70	
					<b>COLUMN 2 SUBTOTAL:</b>				
					<b>PLUS COLUMN 1 SUBTOTAL BROUGHT FORWARD:</b>				
					<b>PLUS PAGE ONE SUBTOTAL BROUGHT FORWARD:</b>				
					<b>TOTAL COMMERCIAL / INDUSTRIAL PERMIT FEE:</b>				

Adopted by Resolution 2016-\_\_\_\_\_

Bill No. 16 - 12

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE RELATING TO REDUCED UTILITY RATES FOR LOW-INCOME SENIOR CITIZENS AND AMENDING SECTIONS 13.64.020 AND 13.64.030 OF THE ABERDEEN MUNICIPAL CODE.**

**WHEREAS**, the eligibility standards for the city's low-income senior citizens utility rate discount were adopted by the city in 1998 and are now out of date;

**WHEREAS**, the city council has determined that the state Department of Social and Health Services "need standards for cash assistance" in WAC 388-478-0015 should replace the "monthly needs standard" in AMC 13.64.020 and 13.64.030; **NOW, THEREFORE**,

**BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ABERDEEN:**

**SECTION 1. CODE SECTION AMENDED.** Ordinance 5741, as amended by Ordinance 6205, codified as AMC 13.64.020, is hereby amended to read as follows:

13.64.020 Eligibility.

A. A utility customer is eligible for the low-income senior citizen's reduced utility rate if the customer meets the following criteria:

1. The utility customer or his or her spouse must be sixty-five (65) years of age or older, as of December 1st of the year in which the application is submitted;

2. The total gross income or anticipated gross income from all sources for all persons residing in the household from December 1 of the preceding year to November 30 of the year the application is submitted, does not exceed the statewide monthly need standards for cash assistance as established by WAC ~~388-250-1250~~ 388-478-0015, as now or hereafter amended.

3. The utility customer has been a utility customer of the city of Aberdeen since January 1 of the applicable year.

4. The utility payments are fully paid up to date;

5. The living unit has an individual utility account with the city.

B. The rate reduction discount shall be applied only to the primary residence occupied by the person who meets the preceding criteria.

**SECTION 2. CODE SECTION AMENDED.** Ordinance 5741, in part, codified as AMC 13.64.030, is hereby amended to read as follows:

13.64.030 Discounts. Discounts for eligible utility customers shall be made by means of a credit applied to the first billing after December 1 of the year in which the application is submitted. The credit shall be at the following rates:

A. The flat rate fee for water and sewer service for two months if the gross household income is ~~less than~~ fifty (50) percent or less of the applicable amount set forth in Section 13.64.020(A)(2);

B. The flat rate for water and sewer for one month if the gross household income is more than fifty (50) percent or more and does not exceed 100% of the applicable amount set forth in Section 13.64.020(A)(2).

**SECTION 3. PUBLICATION BY SUMMARY.** The Finance Director is authorized and directed to publish the attached summary in lieu of this ordinance.

**SECTION 4. EFFECTIVE DATE.** This ordinance shall take effect immediately upon its passage, signing, and publication.

PASSED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Erik Larson, Mayor

ATTEST:

\_\_\_\_\_  
Mike Folkers, Finance Director

**RESOLUTION No. 2016- \_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO EXECUTE A LABOR CONTRACT WITH THE ABERDEEN POLICE GUILD FOR THE YEARS 2017 THROUGH 2019.**

**WHEREAS**, the current labor contract between the Aberdeen Police Guild and the City will expire on December 31, 2016;

**WHEREAS**, the Guild has voted to approve the tentative agreement reached with the Mayor's bargaining team for a new labor contract effective January 1, 2017, through December 31, 2019; **NOW, THEREFORE**,

**BE IT RESOLVED BY THE CITY OF ABERDEEN:**

That the Mayor and Finance Director are hereby authorized to execute the attached labor contract with the Aberdeen Police Guild, effective January 1, 2017, through December 31, 2019.

**PASSED and APPROVED** this 12<sup>th</sup> day of October, 2016.

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Erik Larson, Mayor

ATTESTED:

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Mike Folkers, Finance Director

## **LABOR CONTRACT**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of October, 2016, 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, 2017, unless otherwise stated herein, and will terminate on the 31<sup>st</sup> day of December, 2019, subject to the terms and conditions set forth herein, and is intended to replace the previous contract of the parties entered into on July 14, 2016.

### **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 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 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 Lieutenant or immediate supervisor outside the Guild (hereafter "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 supervisor, the Guild or employee shall submit a written grievance to the Chief of Police within fourteen (14) calendar days of the supervisor's response, or the date by which the supervisor should have responded, outlining the complaint and circumstances and manner in which it is believed this contract was violated. If the employee submits the written grievance a copy of the employee's written grievance shall be submitted to the Guild Executive Committee by the employee.

2. The Chief of Police, or his/her appointed agent, shall reply to the employee and Guild in writing within thirty (30) calendar days after receipt from the employee or Guild.

3. 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 include the written grievance in the same form as submitted to the Chief. The Mayor shall provide a written response to the Guild within fourteen (14) calendar days.

4. 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, gender, sexual orientation, gender identity, religious belief, marital status, pregnancy, military or veteran status, genetic information, membership or non-membership in the Guild, or the presence of mental, sensory, or physical handicap, or any other basis prohibited by local, state or federal law, 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 - DISABILITY BENEFITS AND SICK LEAVE**

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 (known as the Premier plan) as currently provided through the Washington Council of Police and Sheriffs for the members. Eighty percent (80%) of the monthly premiums

for the Premier plan shall be paid by the Employer and twenty percent (20%) of the monthly premium shall be deducted from the employee's monthly salary. The employee shall pay 100% of the additional premium (the difference between the total premium for the Premier plan and the total premium for the Premier Plus plan) for enrolling in the Premier Plus plan.

Employees who are injured on-the-job shall be entitled to receive a disability leave payment from the City equal to the employee's base rate of pay for a maximum of fourteen (14) calendar days following date of injury, or the number of days ordered, in writing, off work by the physician, whichever is less. This disability payment will be considered "kept on salary" by the Department of Labor and Industries and, therefore, the employee will not be entitled to time loss benefits from L&I for days the disability leave payment is made.

Absence after fourteen (14) calendar days following the date of injury for an on-the-job injury covered by the Department of Labor and Industries may be charged to any of the injured employee's paid leave banks or to unpaid leave at the discretion of the injured employee. The injured employee's choice of the type of leave will be noted on the employee's timesheet.

Employees using paid leave and simultaneously receiving compensation from the Department of Labor and Industries shall receive sick leave buy-back and the LEOFF II disability leave supplement as provided for in City policies and RCW 41.04.500-550.

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 for the following:

1. Illness or injury to the employee, on or off the job, resulting in an inability of the employee to perform his/her job.
2. Leave pursuant to Domestic Violence Leave in accordance with City personnel policies.
3. Leave pursuant to Family Care Leave in accordance with City personnel policies.

4. Paternity leave for the first 28 calendar days following the birth of an employee's child(ren).
5. Additional authorized bereavement leave pursuant to Article 16 of this contract.

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 personnel policies.

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**

**Section 1. Dental/Orthodontia/Vision.** The Employer will provide members with 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 WDS Plan F (with Orthodontia Plan V rider). 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.

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.

**Section 2. Medical Plan.** Effective January 1, 2017, the members agree to move to the AWC Benefit Trust HealthFirst 250 Medical Plan. The Employer will pay one-hundred percent (100%) of the premium for the AWC Benefit Trust HealthFirst 250 Medical Plan for employees. Eighty-eight percent (88.0%) of the monthly premiums for dependent AWC Benefit Trust HealthFirst 250 Medical Plan insurance shall be paid by the Employer and twelve percent (12.0%) shall be deducted from the employee's monthly salary.

**Section 3. HRA/VEBA.** In exchange for moving to the HealthFirst 250 plan, the City will make a lump sum contribution to a Health Reimbursement Arrangement (HRA) in the amount of \$500 per employee on or near January 5, 2017. Additionally, beginning February 2017, employees will receive a monthly contribution of \$50 to their HRA. The Guild and the City will evaluate and identify a mutually acceptable HRA provider no later than October 31, 2016. Any and all fees associated with the HRA, if applicable, will be paid for by the employee.

**Section 4. High Deductible Health Plan Option.** 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, 2017, 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	\$441.91
Employee + Spouse	\$889.27
Employee + spouse + 1 dependent	\$1,113.59
Employee + spouse + 2 or more dependents	\$1,297.26
Employee + 1 dependent	\$666.23
Employee + 2 or more dependents	\$849.90

If the monthly premiums for AWC Benefit Trust HDHP increase after January 1, 2017, the Employer shall pay the first three percent of any premium increase for 2018 and the first three percent increase for 2019, the employees shall pay the second three percent increase for 2018 and the second three percent increase for 2019, and that any increase over six percent in 2018 and any increase over six percent in 2019 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 HDHP).

Effective January 1, 2017, 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

HSA contributions will comply with IRS rules and, if necessary, will be reduced to prevent the combined premium and HSA from exceeding the Affordable Care Act excise tax threshold, if applicable. 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".

**Section 5. Voluntary "opt out" of medical coverage.** Subject to the underwriting rules of the City's insurance carriers, there may be opportunities for employees, or their dependents, who have other group health insurance to "opt out" of medical insurance through the City. Any employee choosing to "opt-out" of the City's medical insurance coverage must:

1. Notify the Human Resources Department in writing of the desire to "opt-out" of medical insurance no later than November 1 annually. The employee must indicate which family member(s) are "opting out".
2. Provide proof of other group insurance for the "opted-out" individuals annually to the Human Resources Department and sign the opt-out agreement provided by Human Resources.
3. Provide proof of dependent eligibility to the Human Resources Department, upon request, if requesting opt-out incentive dollars for dependents.

Employees, or their dependents, approved to "opt-out" will receive the cash equivalent of 50% of the medical insurance premium(s) the City would have paid each month had the employee or his/her eligible dependents enrolled in the medical plan.

On November 1 of each year, the Human Resources Department will calculate the maximum number of "opt-out" slots available. "Opt-out" spaces are not exclusive to this bargaining unit and all requestors will be listed in order of their regular status employment date. In the event of a tie in seniority, the tie breaker will be the date on which the written notice of the request to "opt-out" was received by the Human Resources Department. In the event that a tie remains, a random drawing will be conducted and the result of the drawing will determine how the names are listed on the eligibility list. Due to underwriting rules, there may be times when the employee's family members will be eligible to "opt out" but the employee is not.

Once an employee or his/her dependent(s) has been granted the opportunity to "opt-out," the individual maintains that "opt-out" status unless the employee notifies the Human Resources Department, in writing, of the individual's mid-year loss of other group coverage or desire to

enroll in that benefit. The individual opting out must continue to provide proof of other group coverage to the Human Resources Department annually. Failure to provide proof of coverage or sign the agreement annually will result in the individual being reinstated to the least expensive insurance program and loss of "opt-out" status. The individual can re-apply for the "opt-out" list with proof of other coverage subject to the terms of this section.

Individuals and dependents wishing to "opt-out" or enroll mid-year in the City's health insurance are subject to the limitations provided in the City's "Cafeteria Plan Document" and Section 125 of the IRS regulations.

Employees, or their dependents, not yet granted "opt-out" will remain on the eligibility list for future "opt-out" slots. Human Resources will notify any newly eligible "opt-out" employee of his/her eligibility by November 30. The activation date of any new "opt-out" will be January 1 of the year following notification of the eligibility to "opt-out".

### **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 - HOURS OF WORK AND OVERTIME**

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 the cash equivalent of 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 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 by 16:30 on the last business day (Monday through Friday) before 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.

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 the cash equivalent of 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. Specialty Pay.** Effective January 1, 2016, employees assigned to perform one of the following specialties on a regular basis by the Chief of Police shall, for each month in which they are assigned to perform specific training exercises or other duties related to their specialty as assigned by the Chief of Police, receive a premium of two percent of the officer's base pay for that month:

Field Training Officer  
Force Training Unit Range Master  
Motorcycle Officer

CRU Leader  
CRU Officer  
Canine Officer - 3 OT hours per week in addition to 2% of base pay

Employees serving in multiple specialties, including Training Officer pay under Section 7, will be limited to a combined training and specialty wage premium of 6% of the officer's base pay.

Officers performing specialties shall serve solely at the discretion of the Chief of Police.

**7. 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 each month in which they are assigned such specific training duties a premium of two percent of the officer's base pay for that month. Training officers also receiving specialty pay under Section 6 will be limited to a combined training and specialty wage premium of 6% of the officer's base pay. Training officers shall serve solely at the discretion of the Chief of Police.

**8. 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.

**9. 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.

**10. 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.

**11. 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.

**12. 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 twelve (12) working days off per year in lieu of holidays computed as one day per month. 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 twelve 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 the cash equivalent of 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. Eleven (11) 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 twelve (12) compensation days off per calendar 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, that employee shall be paid a five percent (5%) increase from his/her present salary, or he/she shall receive the salary at the same step of the higher classification as the step in his/her current salary range, whichever is greater for the hours that are worked in a higher classification.

#### **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 Patrol Officer'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 1045.3.3 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, CRU, 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.

Effective January 1, 2014, officers in a full-time status shall receive an annual clothing allowance of eight hundred and fifty dollars (\$850.00), 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 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 II. 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 II 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, 2017, the salary schedule is as follows:

Position	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Sergeant	21P	5,747	6,032	6,335	6,653	6,983	7,336
Patrol Officer	19P	5,213	5,475	5,747	6,032	6,335	n/a
Pre-basic	18P	4,953	n/a	n/a	n/a	n/a	n/a

Effective January 1, 2018, the salary schedule in effect as of December 31, 2017, shall be increased across the board by one percent (1.0%). Effective January 1, 2019, the salary in effect as of December 31, 2018, shall be increased across the board by two percent (2.0%).

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. Medicare supplement.** The City will increase the basic salary of the Guild member hired as a police officers by the City of Aberdeen after October 1, 1977, who is prohibited from participating in the federal Medicare program and does not have coverage under said program, and who is 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.

**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 \_\_\_ day of October, 2016.

**ABERDEEN POLICE OFFICERS GUILD**

**CITY OF ABERDEEN**

\_\_\_\_\_  
David Cox, President

\_\_\_\_\_  
Erik Larson, Mayor

\_\_\_\_\_  
John "Andy" Snodgrass, Vice President

Attest:

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

\_\_\_\_\_  
Mike Folkers, Finance Director

\_\_\_\_\_  
Chris Rathbun, Negotiator

Approved as to form:

\_\_\_\_\_  
Gary Sexton, Negotiator

\_\_\_\_\_  
Ross Lampky, Negotiator

\_\_\_\_\_  
Eric S. Nelson, Corporation Counsel

\_\_\_\_\_  
Ron Bradbury, Negotiator