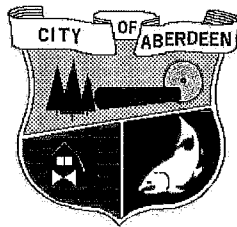


Collective Bargaining Agreement

BETWEEN THE
CITY OF ABERDEEN



ORIGINAL

AND THE
ABERDEEN POLICE OFFICERS' GUILD



TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION	3
ARTICLE 2 – CONDITIONS OF EMPLOYMENT	3
ARTICLE 3 – GRIEVANCES	4
ARTICLE 4 – DISCRIMINATION	6
ARTICLE 5 – PENSIONS	6
ARTICLE 6 – DISABILITY BENEFITS AND SICK LEAVE	6
ARTICLE 7 – FAMILY MEDICAL, DENTAL, AND VISION INSURANCE	10
1. Dental/Orthodontia/Vision	
2. Medical Plan	
3. H	
4. RA/VEBA	
5. High Deductible Health Plan Option	
ARTICLE 8 – LIFE INSURANCE	12
ARTICLE 9 – GUILD MEMBERSHIP	12
ARTICLE 10 – GUILD ACTIVITIES	13
ARTICLE 11 – HOURS OF WORK AND OVERTIME	13
1. Hours of Work	
2. Overtime	
3. Internal Appearances	
4. Call Back	
5. Court Pay	
6. Specialty Pay	
7. Premium Pay	
8. Open Range Comp Time	
9. Department Operation Days	
10. Training	
11. Compensatory Time Off	
12. Team Selection	
13. Detective Pay	
14. Doffing and Donning	
ARTICLE 12 – TRAINING FUND	20
ARTICLE 13 – HOLIDAYS	20
ARTICLE 14 – WORKING OUT OF CLASSIFICATION	21
ARTICLE 15 – PROMOTIONS	21
ARTICLE 16 – VACATIONS	22
ARTICLE 17 – FUNERAL LEAVE	24
ARTICLE 18 – EMPLOYMENT PRACTICES	24
ARTICLE 19 – UNIFORMS AND EQUIPMENT	25
ARTICLE 20 – SALARIES	26
1. Salary Ranges	
2. Educational Incentive	
3. Longevity Incentive	
4. Deferred Compensation Match	

ARTICLE 21 – PREVAILING RIGHTS	28
ARTICLE 22 – MANAGEMENT RIGHTS	28
ARTICLE 23 – SAVINGS CLAUSE	29
ARTICLE 24 – INDEMNIFICATION	29
ARTICLE 25 – PERFORMANCE OF DUTY	29
ARTICLE 26 – BILL OF RIGHTS	30
ARTICLE 27 – MISCELLANEOUS PROVISIONS	31
1. Working Without Firearm	
2. Jury Duty	
ARTICLE 28 – ENTIRE AGREEMENT	31

LABOR CONTRACT

THIS AGREEMENT is entered into this ____ day of June, 2023, 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, 2023, unless otherwise stated herein, and will terminate on the 31st day of December, 2025, subject to the terms and conditions set forth herein, and is intended to replace the previous contract of the parties entered into on June 25, 2020.

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, Commanders, 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 Agreement 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.

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 twelve (12) working 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. To that end, any employee who inadvertently receives time loss payments from L&I for the same period for which he/she/they are already receiving the foregoing kept on salary payments from Employer under this Article 6 shall immediately return those payments to L&I.

Employees who contract COVID-19 are eligible to receive the disability payments (up to twelve (12) working days) in the preceding paragraph for absences related to COVID-19 if: (1) the employee provides documentation from an appropriate health care provider certifying the employee has COVID-19; and (2) the employee can demonstrate that it is reasonably likely he/she/they contracted COVID-19 on-duty.

Absence after twelve (12) working 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 follow the birth of an employee's child(ren).
5. Additional authorized bereavement leave pursuant to Article 16 of this Agreement.

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.

In the event of a line-of-duty death, Employer shall pay the employee's estate fifty percent (50%) of the value of the employee's accumulated, but unused, sick leave. This payment shall be based upon the employee's salary in effect at the time of death.

In the case of separation in good standing from service an eligible employee or, in the case of non-line-of-duty death, the employee's estate shall be paid twenty-five percent (25%) of accumulated sick leave, provided that such payment shall not exceed fourteen thousand dollars (\$14,000.00). All payments of such accumulated, but unused, sick leave shall be based upon the employee's salary in effect at the time of separation of employment. If applicable, the Employer shall pay out the sick leave accrual into the employee's respective VEBA account.

Paid Family and Medical Leave Program

Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A. Eligibility for leave and benefits, which begins January 1, 2020, is established by Washington law and is therefore independent of this Agreement. Employees will pay through payroll deduction as determined

under RCW 50A.10.030.

ARTICLE 7 - FAMILY MEDICAL, DENTAL, AND VISION INSURANCE

- 1. Dental/Orthodontia/Vision.** The Employer will provide members with WDS Plan J (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 J (with Orthodontia Plan V rider). Ninety-five percent (95%) of the monthly premiums for WDS Plan J (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 (with a second eye glass pair rider), 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.

- 2. 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.
- 3. HRA/VEBA.** The City will make a lump sum contribution to a Health Reimbursement Arrangement (HRA) in the amount of \$200 per employee on or near January 5 of each year. Additionally, beginning February employees will receive a monthly contribution of \$85 to their HRA for each month except January. Any and all fees associated with the HRA, if applicable, will be paid for by the employee. The City will pay any sick leave cash out entitled to the employee per Article 6 of this Agreement in one lump sum into the employee's HRA/VEBA.
- 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, 2023, 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	\$594.30
Employee + Spouse	\$1,135.70
Employee + spouse + 1 dependent	\$1,407.20
Employee + spouse + 2 or more dependents	\$1,629.50
Employee + 1 dependent	\$865.79
Employee + 2 or more dependents	\$1,088.08

If the monthly premiums for AWC Benefit Trust HDHP increase after January 1, 2023, the Employer shall pay the first three percent of any premium increase for 2024 and the first three percent increase for 2025, the employees shall pay the second three percent increase for 2024 and the second three percent increase for 2025, and that any increase over six percent in 2024 and any increase over six percent in 2025 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).

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
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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 RSA 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".

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. 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.

2. 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 Article 9.

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 ("shift slide"), the four (4) day or work cycle notice is not required, and notice will instead be provided to the employee not later than the end of the immediately preceding shift. If the effect of shift slide notification results in budget increases of \$4,500.00 or more per calendar year, the Guild and the City agree to hold a labor management meeting to address budget impacts.

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 often (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 (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 outside that described in Article 11, Section 1, excepting "shift slide", shall be compensated at the overtime rate. The overtime rate shall be time and one-half the regular rate of pay per hour (except as specified in Article 13 "Holidays"). 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, he or she shall receive a minimum compensation of three (3) hours calculated at the overtime rate. To be eligible to receive call back pay, the reporting time must occur more than one (1) hour prior to the start of, or more than one (1) hour after the conclusion of, the respective employee's shift. If the reporting time occurs within one (1) hour of either side of the employee's regularly assigned shift, the time worked shall be deemed an extension of the shift and shall be compensated at the overtime rate in Section 2 above and shall not be subject to the call back minimum in this Section 4. Call back compensation under this Section 4 may include both mandated/required call backs or other situations where an employee returns to work on the same day to conduct a work-related activity at the request of Employer (meetings, trainings, etc.). If determined, in Employer's sole discretion, that the employee is no longer needed (after being called back), Employer shall not require the employee to work the balance of the three (3) hour minimum. In that event, the compensation for the balance of the three (3) hour minimum shall still be paid to the employee for the inconvenience/disruption to the employee's scheduled time off.

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.

This Section 4 shall be effective upon ratification of this Agreement.

- 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, he/she/they 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.** 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:

Force Training Unit

Motorcycle Officer

CRU Member

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

Employees serving in multiple specialties, not including those 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.

This Section 6 shall be effective upon ratification of this Agreement.

- 7. Premium Pay.** Employees assigned to perform one of the following specialties by the Chief of Police shall receive the premium percentage of the officer's base pay for any month in which they employee performs said specialty work identified below. Premium pays in this Section are in addition to any other specialty/incentive pays and are not subject to any cap.

- Field Training Officer ("FTO") and FTO Coordinator (if the FTO Coordinator is included in the bargaining unit): 2%

- **Bilingual 5%:** Officers who have proven bilingual competence as determined by the City in a language the City deems beneficial to conducting City business will be eligible for the bilingual specialty premium.

This Section 7 shall be effective upon ratification of this Agreement.

- 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.

- (d) 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 one hundred (100) 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.

13. Detective Pay. Detectives will receive an additional four percent (4%) of the officer's base pay for that month.

14. Doffing and Donning. Each officer on any 11-hour shift will be required to utilize up to 15 minutes of time per shift for doffing and donning uniforms and equipment, and which time is in addition to the

scheduled start or end time of the shift but for which there is no additional pay in order to reach commonly accepted "full-time" schedule.

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. If an employee is unable to schedule and use all twelve (12) working days off per year in lieu of holidays, the City will pay straight time reimbursement for up to two (2) unused days.

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 returned to the employee's leave bank. An employee 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 employee 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. Provided, however, an employee who is scheduled off on Thanksgiving or Christmas Day and then required to return to work shall be compensated at the rate of double-time and the holiday rescheduled (returned to the leave bank).

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 – PROMOTIONS

Employees promoted within the bargaining unit shall be compensated at a pay level in the new position

closest to 10% above his/her/their salary at the time of promotion. These employees shall then receive a "promotion anniversary date" (which shall be the same date that their new salary takes effect). The employee's promotion anniversary date shall be used for advancement in the pay scale (meaning that the employee will not be eligible to move up the pay scale until their next promotion anniversary date one (1) year later, and so on).

ARTICLE 16 – VACATIONS

Vacation time shall accrue according to the following schedule:

MONTHS	VACATION TIME
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 forty (40) hours of vacation must be used each calendar year. Any portion of the 40 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 employee 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 (returned to the leave bank). An employee who is scheduled off on Thanksgiving or Christmas Day and then required to return to work shall be compensated at the rate of double-time and the holiday rescheduled (returned to the leave bank).

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 17 – 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 18 – 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 19 – 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.

For 2023 and 2024, officers in a full-time status shall receive an annual clothing allowance of eight hundred and seventy-five dollars (\$875.00), 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.). In 2025, this annual clothing allowance shall increase to nine hundred and fifty dollars (\$950.00).

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 Chiefs 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 20 – SALARIES

1. Salary ranges. Effective January 1, 2023 the salary schedule is as follows:

Position	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Sergeant	21P	7,185	7,542	7,920	8,318	8,731	9,172
Patrol Officer	19P	6,518	6,846	7,185	7,542	7,921	
Pre-Basic	18 P	6,193					

Effective January 1, 2023, the salary schedule in effect as of December 31, 2022, shall be increased across the board by ten percent (10%).

Effective January 1, 2024, the salary in effect as of December 31, 2023, shall be increased across the board by five percent (5%).

Effective January 1, 2025, the salary in effect as of December 31, 2024, shall be increased across the board by five percent (5%).

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 officer's base salary for the level of education indicated below:

Associate Degree or equivalent degree issued by an accredited college or university	2%
Bachelor's Degree or equivalent degree issued by an accredited college or university	4%

- 3. Longevity incentive.** 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%)
After 20 years:	Three and one-half percent (3.5%)
After 25 years:	Four percent (4%)

- 4. Deferred compensation match.** The Employer agrees to deposit monthly to each employee's deferred compensation account a dollar for dollar match up to three percent (3%) of the employee's base salary.

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 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 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 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 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 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 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 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 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 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.

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.

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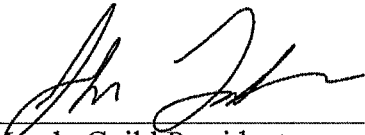
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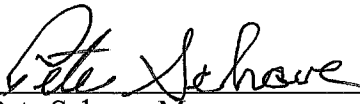
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IN WITNESS WHEREOF, the parties have set their hands on this 29th day of June, 2023.


ABERDEEN POLICE OFFICERS GUILD

CITY OF ABERDEEN


Shawn Lock, Guild President


Pete Schave, Mayor


Gary Sexton, Guild Negotiator


T.J. Millard, Guild Negotiator


Chad Pearsall, Guild Negotiator

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