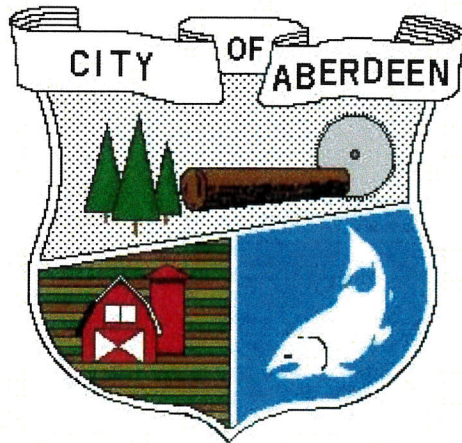


# 2020 – 2022 COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE  
  
CITY OF ABERDEEN

AND THE  
  
ABERDEEN POLICE  
ADMINISTRATORS UNION



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## **LABOR CONTRACT**

**THIS AGREEMENT** is entered into on January 7, 2020 by and between THE CITY OF ABERDEEN, hereinafter referred to as the "Employer", and THE ABERDEEN POLICE ADMINISTRATORS UNION, hereinafter referred to as the "Union."

**IT IS AGREED** by the parties that this Contract will commence on January 1, 2020, unless otherwise stated herein, and will terminate on December 31, 2022, subject to the terms and conditions set forth herein.

### **ARTICLE 1 - RECOGNITION**

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

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

### **ARTICLE 2 - CONDITIONS OF EMPLOYMENT**

The Employer shall notify the Union President in writing at least 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beneficial to employees now in effect which are not specifically provided for in this Agreement or which have not been replaced by provisions of this Agreement shall remain in effect, unless mutually agreed otherwise between the Employer and the Union. The Union shall demand bargaining with thirty (30) days of receipt of the written notice of a proposed change in working conditions or the Union's right to engage in collective bargaining over the proposed change shall be waived and the change may be implemented by Employer.

### **ARTICLE 3 - GRIEVANCES**

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

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

**Step 2:** If either the employee or the Union is not satisfied with the solution by the Deputy Chief, the grievance, in writing, stating the section of the agreement violated, the facts of



the case as seen by the grieving party, and the remedy sought, may be presented within thirty (30) calendar days after receipt of the Deputy Chief's answer in Step 1 to the Chief of Police who shall attempt to resolve the grievance within fourteen (14) calendar days of its presentation.

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

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

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

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

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

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



The Employer and the Union agree that they will not discriminate unfairly against any person by reason of race, age, color, sex, national origin, gender, sexual orientation, gender identity, religious belief, marital status, pregnancy, military or veteran status, genetic information, membership or non-membership in the Union, 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 bonafide occupational qualifications shall not be deemed to be unfair discrimination. This section shall not be construed to permit any circumvention of the terms of this agreement or the policies or procedures of the Civil Service Commission.

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

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

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

#### **ARTICLE 6 - DISABILITY AND SICK LEAVE**

1. 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.

- a. The employer shall provide members hired after October 1, 1977 (LEOFF II personnel) with disability insurance (known as the Premier plan through WACOPS) 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.
- b. 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.

- c. 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.
- d. 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.

2. Those members of the Union entering the Law Enforcement Officers' and Firefighters' Retirement System after October 1, 1977, shall be entitled to accrue eight and one half (8.5) hours of sick leave per month, and that portion of said sick leave not used shall be accumulated to the employee's credit up to one thousand forty (1040) hours. Upon termination, if the total sick leave used is greater than the total sick leave accrued, the difference will be deducted from his/her final paycheck. Unearned used sick leave must be returned to the Employer by deduction from accrued sick leave or by a suspension of sick leave accrual after the first twenty-four (24) months of employment. To be compensated for sick leave, the employee shall provide notification in advance. Employees may use sick leave in accordance with Personnel Policy, and applicable State and Federal Law.

- a. Washington Family Medical Leave Program effective January 1, 2020 The parties recognize that the Washington State Family and Medical Leave Program (RCW 50A.04) is in effect beginning January 1, 2020 and eligibility for and approval of leave for purposes as described under that program shall be in accordance with RCW 50A.04. In the event that the legislature amends all or part of RCW 50A.04, those amendments are considered by the parties to be incorporated herein. In the event that the legislature repeals all or part of RCW 50A.04, those provisions that are repealed are considered by the parties to be expired and no longer in effect upon the effective date of their repeal. Employees shall utilize the Washington Family and Medical Leave Program when applicable. Premiums for benefits are established by law and for the period ending December 31, 2020, will total four-tenths of one percent (0.4% of employees' wages (unless otherwise limited by action of the State). Employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the premiums associated with the medical leave benefits, as determined under RCW 50A.10.030.



Employees who have accumulated more than two-hundred eighty-eight (288) hours of sick leave time may trade sixteen (16) hours of sick leave time for eight (8) hours of vacation in a year. Employees who have accumulated more than six hundred fifty (650) hours of sick leave time may trade thirty-two (32) hours of sick leave time for sixteen (16) hours of vacation in a year. Employees who have accumulated more than nine hundred (900) hours of sick leave time may trade forty-eight (48) hours of sick leave time for twenty-four (24) hours of vacation in a year. For purposes of determining an employee's eligibility for sick leave conversion, the employee's accumulated sick leave as of December 31 of the previous year shall be used. During January of each year, eligible employees shall declare their intent on forms provided by payroll. The accumulated sick leave of an employee electing to utilize this conversion shall be reduced and vacation balance increased accordingly. Employees who have been disciplined for abuse of sick leave within the preceding two years are not eligible for the benefit provided in this section.

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**

### **1. Dental/Orthodontia/Vision.**

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

### **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.

### **3. HRA/VEBA.**

Employees will receive a monthly contribution of \$50.00 to their HRA. Any and all fees associated with the HRA, if applicable, will be paid for by the employee.



#### **4. High Deductible Health Plan (HDHP) 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, 2020, The Employer will pay one-hundred percent (100%) of the premium for the AWC Benefit Trust HealthFirst HDHP Medical Plan for employees. Ninety-five percent (95.0%) of the monthly premiums for dependents AWC Benefit Trust HealthFirst 250 Medical Plan insurance shall be paid by the Employer and five percent (5.0%) shall be deducted from the employee's monthly salary.

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:

	<b>Single coverage</b>	
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
	<b>Family coverage</b>	
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".

#### **ARTICLE 8 - LIFE INSURANCE**

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

Medical and dental insurance shall be provided by the Employer only for employees represented by the Union who are on active duty with the department or on disability leave in accordance with state statutes. Active duty for the purpose of this agreement shall include person on vacation leave, leave with pay, military leave, leave without pay not exceeding sixty

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

#### **ARTICLE 9 - UNION MEMBERSHIP**

All employees covered by this agreement, as a condition of employment, shall pay to the Union all dues and other fees but shall not be obligated to join the Union. However, if non-Union is based on bonafide religious tenets or teachings of a religious body of which such employee is a member, such employee shall be allowed to follow the non-association provisions outlined in chapter 41.56 RCW.

The Employer agrees upon the receipt of a written authorization signed by an employee and approved by a representative of the Union, that the Employer will then make a deduction from the wages of the employee in the sum which is certified as assessments, or Union dues, and to forward that sum monthly to the Treasurer or other official of the Union who is designated by the Union to receive said payroll deductions on its behalf. If no wages are payable to any employee, or if wages are not sufficient to satisfy the amount of the authorized deduction, the Employer shall notify the Union of that fact.

Employees failing to pay their membership dues or agency fees shall be discharged upon 30 (thirty) days written notice to the Employer from the Union. The Union agrees to indemnify and save the Employer harmless against any claims, demands, suits or other form of liability which may arise by reason of any action taken or omitted by the Union or Employer in complying with the discharge provisions of this paragraph.

#### **ARTICLE 10 - UNION ACTIVITIES**

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

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

#### **ARTICLE 11 - HOURS OF WORK AND OVERTIME**



1. **Hours of Work.** The work week for patrol lieutenants 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 lieutenant'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 lieutenant's 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.

The normal work week for administrative lieutenant(s) 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. 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.

Change of shift notices are to be posted ten (10) days in advance of the shift changes

2. **Overtime.** All work performed by patrol lieutenants 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 lieutenants shall be paid at the overtime rate. All work performed by administrative lieutenants 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. 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 a Lieutenant is required to appear on 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, a lieutenant 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 a lieutenant 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, a lieutenant 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 if the officer is on disability or sick leave when required to testify.

6. **Open Range Comp Time.** Each lieutenant will be allowed to receive up to two (2) hours of compensatory time per month for participating in open range training and practice.
7. **Department Operation Days.** Each lieutenant 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 lieutenant'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 lieutenant assigned to the 4/4 schedule shall be paid at the overtime rate.
8. **Training.** The first twenty (20) hours of training will not be compensated. Training time which occurs outside of a lieutenant's regularly scheduled shift or one of the lieutenant'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.

Lieutenants 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, after the first twenty (20) hours of non-compensated training has occurred. 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.



- 9. 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.
- 10.** Compensation shall not be paid more than once for the same hours under any provisions of this agreement.

## **ARTICLE 12 - TRAINING FUND**

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

## **ARTICLE 13 - HOLIDAYS**

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

In addition, those employees who are scheduled to work on any of the nine (9) following holidays shall be compensated at the overtime rate: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.

In addition to the above, a lieutenant 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 lieutenant will also be entitled to two (2) hours pay at the regular rate, and the holiday, vacation day, or day off will be rescheduled. 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.

Holidays may be accrued through the year following the year they are earned. During the first year of employment, holidays may be taken by mutual consent of the employee and Employer; thereafter, the employee shall take eleven (11) compensation days off per year unless prevented from doing so by disability or circumstances arising from his/her employment.



Upon termination of employment, the employee shall be paid for any unused holidays, and shall repay the City any wages received for holidays 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 - VACATIONS**

Vacation time shall accrue according to the following schedule:

<u>Months</u>	<u>Vacation Time</u>
1 - 48	8.5 Hours per Month
49 - 96	14 Hours Per Month
97 - 144	16 Hours Per Month
145 - 192	20 Hours Per month
193 - 240	22 Hours Per Month
241 +	24 Hours Per Month

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

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

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

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

Employees will be advised ten (10) business days in advance of changes to an employee's scheduled vacation. If notice occurs within the ten (10) business day window the

employee will receive one and one-half days back for each previously scheduled vacation day worked. If the vacation schedule is changed by the Chief due to an emergent and unforeseen situation those days shall not be subject to prior notice.

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

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

#### **ARTICLE 15 - DEFERRED COMPENSATION**

The Employer shall match every dollar (\$1.00) deferred by an employee participating in the Employer's Deferred Compensation Program with one dollar (\$1.00) from the Employer. The Employer's match shall not exceed three percent (3%) of the employee's current range and step on the employee's salary schedule. The Employer's match shall be in addition to the basic salary of the employee. Vacation leave conversion under Article 16 of this contract shall be included in determining the amount of the employee's contribution under this section.

#### **ARTICLE 16 – VACATION LEAVE CONVERSION**

An employee who is participating in the Employer's Deferred Compensation Program may elect to exchange up to twelve (12) hours of vacation leave per month in return for the deposit by the Employer of the cash equivalent into the Employer's Deferred Compensation Program. Such an election will take effect upon the next opening date for changing contributions to the Deferred Compensation Program and an election upon the next opening date. Changes by the employees to their vacation conversion election shall not occur more frequently than once every six months. In the event that the employee has no accumulated vacation hours to convert the Employer may discontinue his or her participation in the vacation conversion program, thus reducing the vacation conversion to zero and causing an equivalent amount of the employee's pay to be placed into the Deferred Compensation Program.

#### **ARTICLE 17 - FUNERAL LEAVE**

In the event of a death in the immediate family of a member of an employee, the employee may elect to take up to three (3) working days off without loss of pay if the funeral is to be held in the State of Washington and five (5) days if it is to be held out of state or if the employee is involved in administration of the estate. Additional leave may be granted by the Chief of Police, but shall be deducted from the employee's sick leave account. The term



“immediate family” shall include: the employee’s spouse and children, including stepchildren; mother, father, brothers, and sisters of the employee or spouse; and grandparents and grandchildren of employee or spouse. Funeral Leave shall only be used for bereavement, funeral attendance, or other matters related to the death.

## **ARTICLE 18 - EMPLOYMENT PRACTICES**

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

## **ARTICLE 19 - UNIFORMS AND EQUIPMENT**

The Employer shall furnish such standard uniforms and equipment as prescribed by the Chief of Police in department policy 1023 for all police officers at the time of hire (or promotion that requires new or additional uniforms or equipment.) All uniforms and equipment will be worn as prescribed by the Chief of Police.

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

Officers in a full-time status shall receive an annual clothing allowance of eight hundred fifty dollars (\$850.00), which will be paid to them by the first day of February of the given calendar year, to be used by the employee for additional uniform acquisition, replacement, cleaning, maintenance, and purchasing items intended to be used on duty (duty gear e.g. leather/web, etc.). All hardware, protective clothing or protective devices required by the Employer shall be furnished to the employees by the Employer. Protective items shall include such items as firearms (issued duty handguns/rifle), magazines, handcuffs, Tasers, knives, expandable batons, metal badges, OC spray, and other standardized hardware or any other equipment required by the Employer, including ballistic vests.

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

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



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

The department shall no longer provide uniform cleaning.

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

## **ARTICLE 20 - SALARIES**

Effective January 1, 2020, the Employer shall maintain the salary of Lieutenants at twelve percent (12%) above the top step in the APOG Sergeants range with BA educational premium.

**1. Longevity incentive.** Effective January 1, 2020, longevity incentive pay shall be paid at the indicated percent of a qualifying employee's base salary in accordance with the APOG contract.

## **ARTICLE 21 - PREVAILING RIGHTS**

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

## **ARTICLE 22 - MANAGEMENT RIGHTS**

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

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

for consideration and discussion, and shall give the Union sufficient time to study them and consult as a member thereof.

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

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

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

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

#### **ARTICLE 23 - SAVINGS CLAUSE**

If any provision of this agreement or the application of such provision should be rendered or declared invalid by any court action or by any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect. Upon the issuance of any such decision the parties agree immediately to substitute if possible for the invalidated section or portion of this agreement.

#### **ARTICLE 24 - INDEMNIFICATION**

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

#### **ARTICLE 25 - PERFORMANCE OF DUTY**



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

## **ARTICLE 26 - BILL OF RIGHTS**

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

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

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

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

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

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

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

## **ARTICLE 27 - MISCELLANEOUS PROVISIONS**

### **1. Working without firearm.**

No commissioned officer shall be required to work without a firearm unless the officer concerned shall have given his/her permission in writing.

### **2. Jury duty.**

An employee shall continue to receive his or her regular salary for any period of required service as a juror. Fees paid to the employee for time served on jury duty shall be surrendered to the Employer. Employees shall be entitled to retain any mileage or travel reimbursement. Employees will be expected to report for work when less than a normal work day is required by such duties.

### **3. Fitness Ability Test (FAT) program.**

Employees who participate in the Employer's FAT program pass the FAT battery will be awarded one vacation day each time they pass the test, up to a total of two days each year. It is the responsibility of the participant to maintain his or her own fitness level; a training routine is highly recommended.

The FAT Administrator will designate the facilitators for the testing process and the other components of the testing procedure. He will coordinate the records.

The Chief of Police will determine the test dates. The FAT Administrator will coordinate the testing process. The FAT Administrator will handle exceptions to the testing procedure. The test will consist of the Fitness Ability Test (FAT) Program for the Aberdeen Police Administrators' Union agreed to on July 28, 2008.

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

### **4. Medicare Supplement.**

The Employer will increase the basic salary of employees hired as police officers by the Employer of Aberdeen after October 1, 1977, who are prohibited from participating in the federal Medicare program and do not have coverage under said program, and who are participating in the Employer's Deferred Compensation Program, by an amount not to exceed one and forty-five one-hundredths percent (1.45%) of the employee's current range and step on the Department's salary schedule. The increase in basic salary shall be made in the form of a contribution to the member's deferred compensation plan in an amount determined by a match made on a basis on one dollar (\$1.00) by the Employer for every two dollars (\$2.00) contributed by the member. Vacation leave conversion under Article 16 of this contract shall be included in



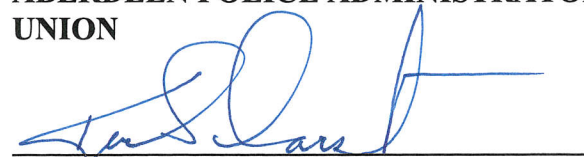
determining the amount of the Union employee's contribution under this section. (Nothing in this section shall be deemed to affect Article 15 of this contract.)

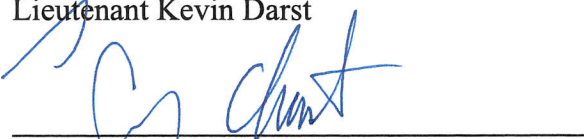
**ARTICLE 28 - ENTIRE AGREEMENT**

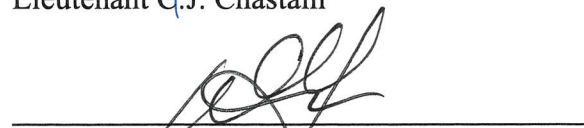
This contract expresses the complete agreement between the parties on all proper subjects of collective bargaining. The parties, however, may enter into discussions to seek to clarify or modify contract terms by mutual agreement during the life of the contract.

**IN WITNESS WHEREOF**, the parties have set their hands as of. January 7, 2020


**ABERDEEN POLICE ADMINISTRATORS  
UNION**


  
\_\_\_\_\_  
Lieutenant Kevin Darst

  
\_\_\_\_\_  
Lieutenant C.J. Chastain

  
\_\_\_\_\_  
Lieutenant Dale Green

**CITY OF ABERDEEN**

  
\_\_\_\_\_  
Pete Schave, Mayor

Attest:  
  
\_\_\_\_\_  
Cliff Frederickson, Finance Director